



RECOGNITION AGREEMENT

BETWEEN

**PUBLIC SERVICE PENSIONS FUND BOARD
(PSPFB)**

AND

**ZAMBIA UNION OF FINANCIAL INSTITUTIONS AND ALLIED WORKERS
(ZUFIAW)**

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1.0 RECOGNITION

- 1.1 The Board agrees to recognize the Union as representative and bargaining agents for all eligible employees of the Board for so long as the Union remains registered in accordance with the Laws of Zambia in force from time to time affecting Labour Laws and for so long as both parties continue to observe the terms of this Agreement.

2.0 SCOPE OF THE AGREEMENT

- 2.1 Eligible employees shall be those who are employed on permanent establishment of the Board with exception of the following:-
- 2.1.1 All employees in Management Salary Scales
 - 2.1.2 Employees entrusted with Human Resource Management and Industrial Relations functions
 - 2.1.3 Employees reporting directly to the Chief Executive

In terms of this clause, it is understood that matters negotiated between the parties to this agreement shall be confined to bonafide members of the Union.

3.0 CONDITIONS OF AGREEMENT

- 3.1 The Board recognizes the Union on the basis of the constitution of the Union in force at the date of the execution of this Agreement.
- 3.2 The parties undertake to settle any of all industrial disputes according to the procedures as set out in the Agreement and stipulated in sections 75 to 78 of the Industrial and Labour Relations Act, and as may from time to time be amended.
- 3.3 The Union agrees that it will not initiate or support any action or proceedings designed or calculated to compel any employee to be or become a member of the Union against his or her will and that it will not support any strike or stoppage of work which is not taken according to the procedures of the Industrial and Labour Relations Act and this Agreement.
- 3.4 The Union undertakes that employees who are Union Officials/Representatives will not leave their places of work for the purposes of conducting Union duties without permission of the Management through their appropriate Superiors. Such permission shall not be unreasonably withheld.
- 3.5 The Union acknowledges that it is the prerogative of the Board to discipline its employees for improper acts done their capacities as employees provided, Union Branch Officials are subsequently informed at the latest by the following working day of the disciplinary proceedings.

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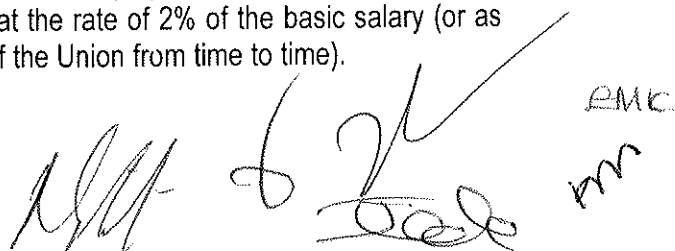
- 3.6 The Board represented by Management undertakes that it will not discriminate against or victimize a representative or member of the Union on account of any legitimate activities in his/her capacity as a Union Official or as member. The Board acknowledges that it is the prerogative of the Union to discipline its Officials or members of the Union on Union matters. The Board further acknowledges that a fair disciplinary action by the Management shall be based on conditions under which an employee works (supported by the Agreements with the Union and Industrial and Labour Relations Act) to ensure consistence of actions to all employees concerned.
- 3.7 The Board represented by Management undertakes to afford such facilities to the Officials of the Union as mutually agreed as being necessary for the latter to carryout their duties as representatives of the employees at various places of work.
- 3.8 The Board represented by Management agrees that will do its best to avoid acts and/or conducts which is likely to lead to industrial unrest and that it will not encourage or support lockouts until all stages of settling the dispute laid down in this Agreement and the Industrial and Labour Relations Act are exhausted.
- 3.9 The Board represented by Management agrees to meet duly accredited representatives of the Union from time to time for the purpose of discussing matters concerning the terms and conditions of employment of unionisable employees.
- 3.10 The Board represented by Management agrees with the Union that it will not discriminate on wages to employees on the basis of association but the principle of equal pay for equal work will apply.

4.0 ELECTIONS AND NOTIFICATIONS OF UNION OFFICIALS

- 4.1 The Union undertakes to notify the Board in writing the names, designations, and areas of operations of all local branch and national officials elected as per Union Constitution.
- 4.2 The Board undertakes to notify the Union through the General Secretary in writing of the names and designation of its Officials and to advise any changes in this regard.
- 4.3 Normal rights of access to members and potential members shall be accorded to accredited Union representatives for the purpose of Union business.

5.0 DEDUCTION OF UNION SUBSCRIPTIONS

- 5.1 In accordance with section 22 of the Industrial and Labour Relations Act, the Board undertakes with the consent of the employees who are members of the Union to recover subscription fees at the rate of 2% of the basic salary (or as amended by the appropriate body of the Union from time to time).

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5.2 The remittance referred to (a) above shall be paid to the Head Office of the Union.

6.0 BARGAINING UNIT

6.1 In recognition of the fact that the Public Service Pensions Fund Board provides a vital service for the benefit of the members and other beneficiaries, the parties agree the negotiating machinery will be subject to the provisions of the Laws of Zambia in force from time to time affecting the Labour Laws. A Bargaining Unit comprising the Union's Negotiating Team on one hand and Management officials on the other hand, shall be formed and shall sit in Lusaka or any place it may deem convenient.

6.2 The constitution and rules of the Bargaining Unit are set out in **Appendix A**.

6.3 Negotiable Items

6.3.1 It is hereby agreed that the subjects listed in **Appendix B** are subjects for negotiations between parties;

7.0 GRIEVANCE PROCEDURE

7.1 Collective Grievance

7.1.1 These shall mean all grievance arising from a breach, real or alleged, of existing terms of service on the matters specified in **Appendix 'B'** of the Agreement which may affect all unionisable employees of the Board, such grievances shall be raised by the Union's National Executive Council according to the procedure laid down below;

7.1.1.1 Stage 1

7.1.1.1.1 The Union Branch officials will arrange for a meeting with the Human Resources and Administrative Officer or other designated officer to discuss the matter. The Management will be required to give an answer within two (02) working days.

7.1.1.2 Stage 2

7.1.1.2.1 If the parties do not reach an agreement at Stage 1, the Union branch officials shall submit the case in writing to their respective Head Office giving full details of the subject upon which a meeting of the Bargaining Unit shall be arranged as soon as possible.

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7.1.1.3 Stage 3

7.1.1.3.1 If the Bargaining fails to reach an agreement, either party shall give seven (07) days notice of the intention to declare a dispute. Should the other party fail to give a satisfactory reply, the aggrieved party will proceed with the declaration of the dispute.

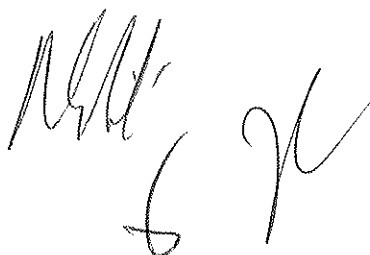
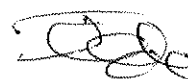
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J.V.

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8.0 AMENDMENTS TO AND TERMINATION OF THIS AGREEMENT

8.1 This Agreement shall come into force on 30th January, 2008 and shall remain in force until:-

- i) Terminates by mutual consent of both parties;
 - ii) Amended and/or replaced by a new Agreement negotiated by the parties;
 - iii) One or both parties cease to be a legal entity.
- b) Either party wishing to amend or modify this Agreement shall give three **(03)** months notice to the other party or its proposed amendments or modification giving full details of the same.

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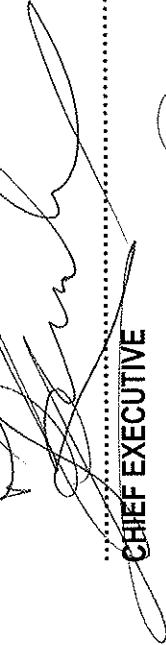
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IN WITNESSETH WHEREOF:

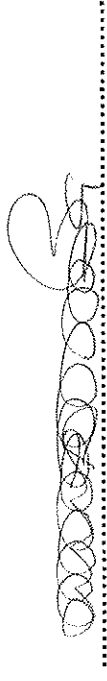
We have hereunder set our hands this 30th day of January in the year 2008.

For and on Behalf of:

PUBLIC SERVICE PENSIONS FUND BOARD



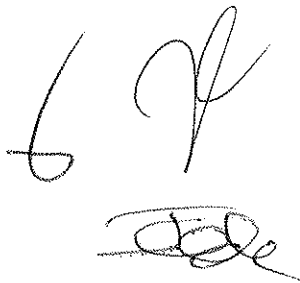
CHIEF EXECUTIVE



SENIOR LEGAL OFFICER

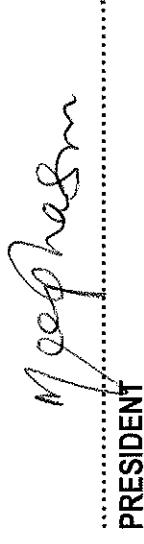


HUMAN RESOURCES & ADMINISTRATION OFFICER





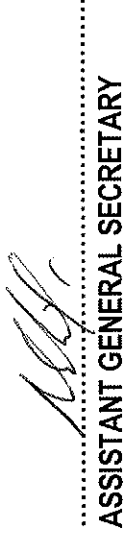
ZAMBIA UNION OF FINANCIAL INSTITUTIONS & ALLIED WORKERS



PRESIDENT



GENERAL SECRETARY



ASSISTANT GENERAL SECRETARY

APPENDIX 'A'

CONSTITUTION AND RULES OF THE JOINT NEGOTIATING COUNCIL

1.0 MEMBERSHIP

- 1.1 The membership of the Bargaining Unit shall not be more than twelve (12) months with an equal number of representatives. The parties shall appoint respective spokespersons at the commencement of the negotiations. The quorum shall be eight (08) with equal representation provided the Union spokesperson shall be from ZUFIAW Head Office or another person appointed by that spokesperson.

2.0 APPOINTMENT OF CHAIRMAN

- 2.1 Management and the Union shall appoint the Chairman so shall be an independent person. The Chairman so appointed shall remain in the chair until the negotiations so opened are concluded to be Secretary or Co-Secretaries maybe appointed.
- 2.2 A representative from Management will normally be secretary but Union Bargaining Unit member maybe appointed to be Secretary or Co-Secretaries maybe appointed.

3.0 MEETINGS

- 3.1 Regular meetings of the Bargaining Unit will be held at intervals of not longer than three (03) months with either party giving thirty (30) days notice to the other.
- 3.1.1 Either party may call for an emergency meeting by giving five (05) days notice to the other party and full details of the items on the agenda shall be stated.
- 3.1.2 Meeting called pursuant to provisions of **Clause 3.0** subsection (3.1.1) and (3.1.2) of this Agreement will take place within the period prescribed.

4.0 MINUTES

- 4.1 The Secretary (or Secretaries) shall prepare the minutes of every meeting and circulated to each member of the Bargaining Unit, five (5) copies of which shall be submitted for approval at the next meeting.

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5 FAILURE TO REACH AGREEMENT AND DEADLOCK AT BARGAINING UNIT

5.1 If two parties fail to agree on matter referred to the Bargaining Unit, the proposed difference or dispute shall be adjourned for a consideration at a further meeting to be held at a mutually convenient time but not later than two (02) weeks from the date of adjournment.

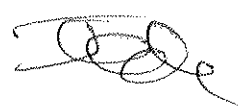

5.2 If after a further meeting the Bargaining Unit is still unable to reach an agreement, Either party may give notice in writing within three weeks (21days) after the second meeting indicated in (3.1.1) above of their intention to refer the dispute to appropriate authority in accordance with the relevant Labour Laws of Zambia in force at that time.

6. AGREEMENTS

6.1 Agreements reached between two parties shall be reduced to writing in English and signed by the duly authorized member(s) of each side of the Bargaining Unit. Copies shall be given to each party and registered with the Appropriate authorities in accordance with the Labour Laws currently in force.

6.2 Agreements shall be implemented with effect from the date the decisions are taken or such date the Bargaining Unit shall decide.

6.3 Any Agreement reached by the Bargaining Unit regarding any proposal, Difference or dispute referred to pursuant to **Clause 5** above, shall be binding Upon each party. Each of the parties shall promptly do all such acts and things as are necessary or expedient to secure mutual agreement, settlement or Determination on the matter.



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APPENDIX 'B'

ITEMS FOR NEGOTIATIONS

1. Rates of Pay and Overtime
2. Length of Annual Holidays and attendant Conditions
3. Hours of Work
4. Duration of Individual Contracts
5. Uniform and Protective Clothing
6. Conditions of Premises
7. Sickness Benefits
8. Sick Leave
9. Maternity Benefits
10. Social and sport Activities
11. Pension Schemes
12. Occupation Health and Safety
13. Home Ownership Scheme
14. Funeral Grant
15. Staff Loans
16. Medical Scheme/Allowance
17. Education Allowance
18. Transport Allowance
19. Professional Allowance
20. Subscription to Professional Bodies
21. Upset Allowance
22. Out of Pocket Allowance
23. Travelling on Duty allowance
24. Dress Code
25. Long Service Bonus
26. Settling-In-Allowance
27. Kilometre Allowance
28. Responsibility allowance
29. Acting Allowance
30. Lunch allowance
31. Baggage Allowance
32. Travelling Allowance Outside Zambia
33. Annual Leave Allowance
34. Unpaid Leave
35. Commutation
36. Vacation Leave
37. Purchase of Medicine
38. Expenses on Dentures and spectacles
39. Group Life Assurance Scheme
40. Recruitment and Terms of Appointment
41. Performance assessment
42. Midmonth Salary
43. Christmas Bonus
44. Housing Allowance
45. Leave for Union Matters



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46. Maternity Leave
47. Mother's Day
48. Breast feeding-Hour
49. Night Shift Differential Allowance
50. Public Holidays
51. Transfers
52. Expenses of First Appointment
53. Motor Vehicle Loan
54. Personal Loan
55. Recovery of Loans and Insurance
56. Salary advance
57. Educational Loan
58. Retirement
59. Redundancy and Retrenchment
60. Retirement on Medical Grounds
61. Voluntary Early Retirement
62. Repatriation Expenses
63. Staff training and Development
64. Labour day celebrations
65. Staff transport
66. Discharge
67. Certificate of Service
68. Disciplinary Code and Grievance Procedure
69. Salary Review
70. Variation Clause
71. Amendment clause
72. Effective Date
73. Any Other Items Considered and Agreed upon by both Parties.

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Table of Content	Page No
Preamble	1
Definitions	1
1.0 Recognition	1
2.0 Scope of the Agreement	2
3.0 Conditions of Agreement	2
4.0 Elections and Notifications of Union Officials	3
5.0 Deductions of Union Subscriptions	3
6.0 Bargaining Unit	4
7.0 Grievance Procedure	3
8.0 Amendments to and Termination of this Agreement	3
Appendix "A"	
CONSTITUTION AND RULES OF THE JOINT NEGOTIATING COUNCIL	
Appendix "B"	
ITEMS FOR NEGOTIATIONS	

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PREAMBLE

The Board and the Union, desiring to make the greatest possible contribution to the success and prosperity of the Board, employees and the Nation as a whole, hereby agrees to subscribe to the principle that the Board operates at maximum efficiency, thereby containing as much as possible the operational costs. Therefore the parties agree to accept practices that promote individual and collective efficiency.

This amended Recognition Agreement is made this **30th day of January, 2008** between the **Public Service Pensions Fund Board**, a statutory body created by the Public Service Pensions Fund Act CAP 260 of the Laws of Zambia (hereinafter called the "Board") of the one part and the **Zambia Union of Financial Institutions and Allied Workers** a trade union registered under the Industrial Relations and Labour Act CAP 269 of the Laws of Zambia (hereinafter called the "Union") of the other part in accordance with the Recognition Agreement made on the 22nd November, 2001 and in accordance with the Industrial and Labour Relations Act CAP 269 of the Laws of Zambia covering the conditions of service as stipulated in the Recognition agreement witnesseth as follows:-

DEFINITIONS

In this Agreement:-

"Bargaining Unit" means negotiating team representing the Board and the Union.

"Collective Agreement" means an agreement by the Bargaining Unit, under which the terms and conditions affecting the employment and remuneration of employees are laid down.

"Collective Dispute" shall be construed in accordance with the Industrial and Labour Relations Act CAP 269.

"Eligible Employee" means a unionisable employee other than a member of Management.

"Employee" means any person who has entered into a contract of employment with the Board.

"Member" means a member of the Union.

"Negotiable Item" means items covered under **Appendix B**

"Proper Officer" means a Labour Officer defined in the industrial and Labour Relations Act.



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