



RECOGNITION AGREEMENT

BETWEEN

**WORKERS' COMPENSATION FUND CONTROL BOARD
(Hereinafter referred to as "The Board")**

AND

**THE ZAMBIA UNION OF FINANCIAL INSTITUTIONS AND ALLIED WORKERS
(Herein referred to as "The Union")**

DECEMBER 2009



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MEMORANDUM OF RECOGNITION AGREEMENT

BETWEEN

WORKERS' COMPENSATION FUND CONTROL BOARD
(Hereinafter referred to as "The Board")

AND

**THE ZAMBIA UNION OF FINANCIAL INSTITUTIONS AND
ALLIED WORKERS**
(Hereinafter referred to as "The Union")

1. RECOGNITION

The Board agrees to recognize the Union for so long as the Union remains registered in accordance with the Laws of Zambia in force from time to time affecting Labour Relations as representing the eligible employees of the Board, is representative of such employees as are within the scope of this agreement and for as long as it continues to observe the terms of this agreement.

2. SCOPE OF REPRESENTATION

The Board agrees that for the duration of this agreement it will not recognize any other Trade Union or Organisation as representing employees eligible for representation by the Union.

Employees eligible for representation by the Union shall be employees who are on the Establishment of the Board with the exception of the following:-

- (a) Employees reporting directly to the Chief Executive
- (b) Employees in management grades
- (c) Employees on contract
- (d) Staff in Audit Directorate
- (e) Staff in Human Resources & Administration Directorate performing HR functions.

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In terms of this Clause, it is understood that matters negotiated between the parties to this agreement shall be confined to eligible employees.



3. CONDITIONS OF THE AGREEMENT

- (a) The Union agrees that it will not initiate or support any action or proceedings designed or calculated to compel any employee of the Board to be or to become a member of the Union against his/her will.
- (b) The Board agrees that it will not take any disciplinary action against an official of the Union on account of any **legitimate** activities in his/her capacity as a Union Official.

The Board acknowledges that it is the prerogative of the Union to discipline its officials for unconstitutional or improper acts done by them in their capacity as officials of the Union.

- (c) The members of the Management of the Board undertake to afford such facilities to the officials and representatives of the Union as are **mutually agreed** as being necessary for the latter to carry out their duties as representatives of the employees at their place of work.
- (d) The Union undertakes that employees' representatives will not leave their place of work for any purpose in connection with their duties as representatives without permission from their appropriate office supervisors or Head of Departments. Such permission shall not be unreasonably withheld.
- (e) The Management of the Board undertakes that they will not discriminate against any employee on account of his/her Union membership and will not interfere with the normal affairs of the Union. The Union likewise undertakes not to interfere with the normal functions of the Management.
- (f) Both parties to this agreement undertake that their officers and elected representatives shall accept responsibility for compliance by their members/officers with the conditions and procedures laid down in this agreement, and agree to take all possible steps to prevent, or bring to an end as speedily as possible, any action taken by their

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members/officers which is at variance with this agreement or any other agreement subsequently negotiated between the Board and the Union.

- (g) The Union recognizes that it is the prerogative of the Board to discipline its employees for any improper acts done by them in their capacity as employees provided that in the case of eligible employees, Branch officials of the Union are subsequently informed of the disciplinary action taken.

4. NOTIFICATION OF ELECTED REPRESENTATIVES

- (a) The Union undertakes to notify the Management in writing of the name, designation and area of operation of each local and branch official and to provide officials with credentials to facilitate identification by members and officials of the Board. The Union further undertakes to notify the Board of any changes in office bearers.
- (b) Normal rights of access to members and potential members shall be accorded to accredited Union representatives for the purpose of Union business.

5. DEDUCTION OF UNION SUBSCRIPTIONS

Subject to Section 19(1) of the Industrial and Labour Relations Act, the Board undertakes, with the consent of the employees concerned, to deduct Union dues from the wages of those employees who are members of the Union on condition that:-

- (a) Such deductions are subject to Section 22(1) of the Industrial and Labour Relations Act and as amended from time to time.
- (b) The remittance referred to in (a) above shall be made to the Union.

6. BARGAINING UNIT

- (a) The two parties agree that Negotiations will be subject to the provisions of the Laws of Zambia in force from time to time affecting Labour Relations. A Bargaining Unit for eligible

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To the right, the number "4-2" is written.

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employees of the Board coming within the scope of this agreement shall be formed and shall sit in any place that is mutually convenient.

(b) The Constitution and Rules of the Bargaining Unit are set out in Appendix "A".

(c) Items for Negotiation:

It is hereby agreed that the items set out in Appendix "B" hereto are subjects for negotiation between the Board and the Union.

7. GRIEVANCE PROCEDURE

To be incorporated into the Disciplinary Code to form the Disciplinary Code and Grievance Procedure as a separate hand book.

8. PROCEDURE ON HANDLING UNION PROPOSALS

These shall mean all proposals for alterations to terms of service regarding matters specified in Appendix "B" of the agreement which may affect all employees or any group of employees of the Board.

Such proposals shall be raised in writing with the Board by the Union's General Secretary and full details of the proposals will be given.

On receipt of such proposals, the Board shall within 60 days respond in writing their acceptance or otherwise. In the event of the Board's reply, the matter shall be referred to a meeting of the Bargaining Unit at the earliest convenience from the date of the Union communication. If no settlement is reached at Bargaining Unit level, each party shall notify the proper officer (Labour Officer) of the existence of Collective Dispute.

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Initials "4-2" to the right.
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9. MODIFICATIONS TO AND TERMINATION OF THIS AGREEMENT

- (a) This agreement shall remain in force unless:-
 - (i) Terminated by mutual consent
 - (ii) Amended or replaced by a new agreement
 - (iii) One or both of the parties ceases to be a legal entity.
- (b) Either party wishing to amend or modify the agreement shall give three (3) months notice in writing to the other party of its proposed amendments with details of the same.

IN WITNESS WHEREOF we have hereunder set our hands this day of in the year

**For and on behalf of
Workers' Compensation Fund
Control Board**

**For and on behalf of the
Zambia Union of Financial
Institutions and Allied Workers**



**WORKERS' COMPENSATION
COMMISSIONER**



PRESIDENT



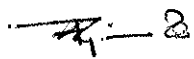
**DIRECTOR - LEGAL AND
CORPORATE SERVICES**



CHAIRPERSON - ZUFIAW - LOCAL



**DIRECTOR - HUMAN RES.
AND ADMINISTRATION**



SECRETARY - ZUFIAW - LOCAL



APPENDIX "A"

CONSTITUTION AND RULES OF THE BARGAINING UNIT

1. Membership

- (a) Membership of the Unit shall **not be** more than twelve (12) and not less than eight (8) members with an equal number of representatives from each party.
- (b) The above number excludes the Chairperson and Secretary of the Bargaining Unit.
- (c) One member of the Union team will be nominated from the Women's Committee.

2. Appointment of Chairperson and Secretary

The Bargaining Unit shall elect the Chairperson and Secretary either from within or outside the Board.

3. Meetings

- (a) Meetings of the Bargaining Unit shall be held as and when necessary provided that either party gives (thirty) 30 days notice to the other.
- (b) Either party may call an emergency meeting by giving seven (7) days' notice to the other party.
- (c) Meetings called pursuant to the provisions of Clauses 3(a) and 3(b), above of this appendix will take place within the period prescribed. Full details of the items on the Agenda shall be stated in the notice convening the meeting.

4. Minutes

Copies of the minutes of each meeting shall be prepared by the Secretary of the Bargaining Unit and circulated to the members of the Bargaining Unit for approval.

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5. Failure to Reach Agreement during Collective Bargaining

- (a) If both parties fail to agree on any matter referred to the Bargaining Unit, the proposal, difference or dispute shall be adjourned for consideration at a further meeting of the Bargaining Unit to be held at a mutually convenient time, unless both parties otherwise agree, not later than two (2) months from the date of the meeting.
- (b) If after a further meeting, the Bargaining Unit is still unable to reach an agreement, either party may give notice in writing to the other within twenty one (21) days after the meeting of their intention to refer the dispute to the appropriate authority in accordance with the Labour Laws of Zambia in force from time to time.

6. Agreements

- (a) Agreements reached between the two parties shall be reduced to writing in English and signed by a duly authorized member of each side of the Bargaining Unit. Copies shall be given to each party and registered with the appropriate authority in accordance with the Labour Laws of Zambia in force from time to time.
- (b) Agreements shall take effect from such date as the Bargaining Unit may decide.

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APPENDIX "B"

1. Rates of Pay and Overtime
2. Length of Annual Leave
3. Hours of Work
4. Duration of Employment Contracts
5. Redundancy and Retirement Benefits
6. Uniforms and Protective Clothings
7. Conditions in Board's premises – Health and Safety
8. Sick Leave
9. Sickness Benefits
10. Maternity Leave
11. Social Amenities
12. Loans and advances
13. Medical facilities
14. Allowances
15. Transport
16. Any other item agreed by the parties as appropriate for negotiation.

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