

CHAIRMAN'S COPY

**MEMORANDUM OF RECOGNITION AGREEMENT
BETWEEN**

**ZAMBIA CENTRE FOR ACCOUNTANCY STUDIES
(hereinafter referred to as "The Centre")**

and

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

RECEIVED
DEPARTMENT OF LABOUR
1-7 APR 2003
LABOUR OFFICE
P.O. BOX 10000 LUSAKA
A. Shire

PREAMBLE

The Centre and the Union, desiring to make the greatest possible contribution to the success and prosperity of the Centre, employees and the nation as a whole, hereby agree to subscribe to principles that the Centre operates at maximum efficiency, thereby contain as much as possible the operational costs. Therefore, the parties agree to accept practices which promote individual and collective efficiency.

1. RECOGNITION

The Centre agrees to recognise the Union as representative and bargaining agent for all eligible employees of the Centre 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. **SCOPE OF THE AGREEMENT**

Eligible employees shall be those who are on permanent establishment of the Centre with exception of the following:

An employee empowered to make management decisions;

An employee entrusted with Personnel Management and Industrial Relations functions, or

An employee 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 bona fide members of the Union. Full-time trainees who are not on the pay-roll of the Centre shall be excluded.

3. **CONDITIONS OF THE AGREEMENT**

a) The Centre recognises the Union on the basis of the Constitution of the Union in force at the date of the execution of this Agreement.

b) The parties undertake to settle any or all industrial disputes according to the procedures as set out in the Agreement and as stipulated in Sections 75 to 78 of the Industrial and Labour Relations Act and as amended by Act No. 30 of 1997 and any other laws applicable.

- c) The Union agrees that it will not initiate or support any action of 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.
- d) 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 at least two (2) days prior to the event. Such permission shall not be unreasonably withheld.
- e) The Union recognises that it is the prerogative of the Centre to discipline its employees in accordance with the laid down disciplinary code for improper acts done in their capacity as employees provided that in the case of Unionised employees, Union Branch Officials are subsequently informed in writing at the latest by the following working day of the disciplinary action taken.

- f) The Centre undertakes that it will not discriminate against or victimise a representative or member of the Union on account of any legitimate activities in his/her capacity as a Union Official or as a member.

The Centre acknowledges that it is the prerogative of the Union to discipline its officials or members for unconstitutional acts done by them in their capacity as officials or members of the Union. The Centre further acknowledges that a fair disciplinary action by the management shall be based on conditions under which an employee works (supported by Agreements with the Union and the Industrial and Labour Relations Act) to ensure consistency of actions to all employees concerned.

- g) The Centre undertakes to afford such facilities within its means to the officials of the Union as are mutually agreed as being necessary for the latter to carryout their duties as representatives of the employees at various places of work.

- h) The Centre agrees that it will do its best to avoid acts and/or conducts which are likely to lead to industrial unrest or support lock-outs until all stages of settling the dispute as laid down in this Agreement and the Industrial and Labour Relations Act are exhausted by both employer and employee.
- i) The Centre agrees to meet duly accredited representatives of the Union from time to time for the purposes of discussing matters concerning the terms and conditions of employment of such employees as the Union represents.
- j) The Centre agrees that matter negotiated between the parties to this Agreement shall only be confined to bona fide members of the Union.
- k) 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 to all employees of the Centre.

4. NOTIFICATION OF ELECTED UNION OFFICIALS

- a) The Union undertakes to notify the Centre in writing the names, designation, address and contact numbers and areas of operation of all local Branch and National officials elected as per Union Constitution.
- b) The Centre 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.
- c) 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 SUBSCRIPTION

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

b) The remittances referred to in (a) above shall be made by crossed cheque marked "Not Negotiable" and "Account Payee Only," and sent to the Head Office of the Union on a monthly basis but not later than 14 days after the end of the month.

6. **JOINT NEGOTIATING COUNCIL**

a) In recognition of the fact that Zambia Centre for Accountancy Studies provides a vital service for the benefit of the common man, the parties agree that the negotiating machinery will be subject to the provisions of the Laws of Zambia in force from time to time affecting Labour Laws. A Joint Negotiating Council comprising Union's Negotiating Team on one hand and management officials on the other, shall be formed and shall sit in Lusaka or any place it may deem convenient.

b) The Constitution and Rules of the Joint Negotiating Council are set out in Appendix 'A' .

c) Subjects for Negotiations:

It is hereby agreed that the subjects listed in Appendix 'B' hereto are subjects for negotiations between the parties.

d) Subjects not for Negotiations:

It is hereby agreed that subjects mentioned in Appendix 'C' shall not be subject for negotiations except where the Union observes the infringement of this Agreement, Collective Agreements or elements of injustice in the action taken by Management.

7. GRIEVANCE PROCEDURE

a) Individual Grievance

Stage 1

An employee desiring to raise a grievance with which he/she is directly or indirectly or personally concerned shall in the first place raise it with his/her immediate superior.

Stage 2

If the employee is not satisfied with the answer to Stage 1, he/she will refer his/her complaint to the Branch Union Officials who together with him/her if need be, shall raise it with the Departmental Head or his/her equivalent who shall give an answer within two (2) working days.

Stage 3

Should the issue remain unsolved at Stage 2, the Union Branch Officials will arrange for a meeting with the Administration Officer or Registrar whichever is the case/ to discuss the matter. The management will be required to give an answer within two (2) working days. The organisation Chart should be observed.

Stage 4

If the solution is not forthcoming at Stage 3, the Union Branch Officials and Management shall submit the case in writing to their respective Head Offices giving full details of the subject. A meeting of the Joint Negotiating Council shall be arranged as soon as possible.

Stage 5

If the Joint Negotiating Council fails to reach an agreement, either party shall give seven (7) 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 declaration of a dispute.

b) Collective Grievances

These shall mean all grievances arising from a breach, real or alleged, of existing terms of service on the matters specified in Appendix 'B' of this Agreement which may affect all unionised employees of Centre,, such grievances shall be raised by the Union's National Executive Council at Stage 3 of the procedure laid down as Clause 7 (a) above and may proceed to Stages 4 and 5 if no solution is forthcoming.

8. REVIEW AMENDMENT REPLACEMENT AND TERMINATION OF THIS AGREEMENT

a) This Agreement shall come into force on

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and shall remain in force until:-

i) Terminated by mutual consent of both parties.

ii) Amended/Reviewed and/or replaced by a new Agreement negotiated by the parties.

iii) One or both parties ceases to be a legal entity.

b) Either party wishing to amend or modify this Agreement shall give three (3) months notice to either party of its proposed amendments or modification giving full details of the same.

IN WITNESS WHEREOF:

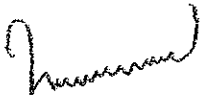
We have hereunder set our hand this 20TH
Day of JANUARY in the year 2003.

For and on behalf of

ZAMBIA CENTRE FOR
ACCOUNTANCY STUDIES

For and behalf of

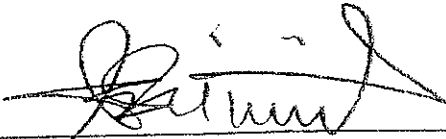
ZAMBIA UNION OF FINANCIAL
INSTITUTIONS AND ALLIED WORKERS



EXECUTIVE DIRECTOR -
DR Y G RAO



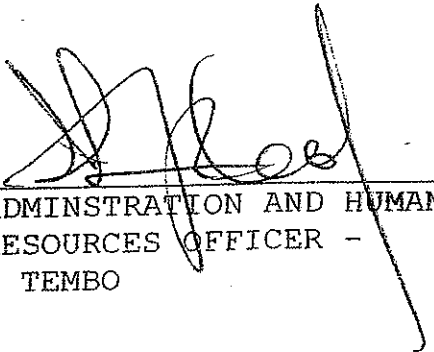
PRESIDENT - CEPHAS MUKUKA




REGISTRAR/BOARD SECRETARY
C K KASHIMILO



GENERAL SECRETARY - JOYCE C NONDE



ADMINISTRATION AND HUMAN
RESOURCES OFFICER -
P TEMBO



NATIONAL TRUSTEE - DERICK LIVUNE

APPENDIX 'A'

CONSTITUTION AND RULES OF THE JOINT NEGOTIATING COUNCIL

1. **Membership**

The membership of the Council shall be not more than twelve (12) with an equal number of representatives. The quorum shall be eight (8) with equal representation.

2. **Election of Chairperson**

a) The Council shall elect the Chairperson from among its members present at the meeting. The Chairperson so elected shall remain in the chair until the negotiations so opened are concluded or otherwise.

b) A representative from Management will normally be the Secretary but a Union representative may be appointed to be Secretary or either party may appoint its own Secretary.

3. **Meetings**

a) Regular meetings of the Council will be held at intervals of not longer than three (3) months with either party giving thirty (30) days notice to the other. The meetings shall normally be held during working hours on the venue to be agreed by both parties.

b) Either party may call for an emergency meeting by giving five (5) days notice to the other party and full details of the items on the Agenda shall be stated.

c) Meetings called pursuant to provisions of Clause 7 (a) and (b) of this Agreement will take place within the period prescribed.

4. **Minutes**

Copies of the Minutes of every meeting shall be prepared by the Secretary and circulated to each member of the Council, two copies of which shall be submitted for approval at the next meeting.

5. **Failure to Reach Agreement and Deadlock at Joint Negotiating Council**

- a) If the two parties fail to agree on any matter referred to the Joint Negotiating Council, 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 (2) weeks from the date of adjournment.
- b) If after a further meeting the Council is still unable to reach an agreement, either party may give notice in writing within three (3) weeks (twenty-one days) after the second meeting indicated in (a) above of their intention to refer the dispute to appropriate authority in accordance with the Labour Laws of Zambia in force at that time.

6. **Agreements**

- a) Agreements reached between the two parties shall be reduced in writing in English and signed by the duly authorised member (s) of each side of the Council. Copies shall be given to each party and registered with the appropriate authorities and such Agreements shall be in accordance with the Country's Labour Laws in force from time to time.

- b) Agreements shall be implemented with effect from the date the decisions are taken or such date the Council may decide.

- c) Any Agreement reached by the Council 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.

APPENDIX 'B'
ITEMS FOR NEGOTIATIONS

- i. Rates of Pay and Overtime.
- ii. Length of Annual Holidays and Attendant Conditions.
- iii. Hours of Work
- iv. Principles of Redundancy/Restructuring and Redundancy Package
- v. Uniforms and Protective Clothing
- vi. Conditions on Premises
- vii. Sickness Benefits
- viii. Sick Leave
- ix. Maternity Benefits
- x. Social and Sports Activities
- xi. Pension Scheme
- xii. Occupational Health and Safety
- xiii. Home Ownership Scheme
- xiv. Funeral Grant
- xv. Staff Loans
- xvi. Medical Scheme/Allowance
- xvii. Educational Allowance
- xviii. Transport Allowance
- xix. Discipline
- xx. Any other issues as may be deemed appropriated by both parties

APPENDIX 'C'

1. Management methods but Clause 6(d) of this Agreement shall apply where necessary.
2. National Pension Scheme Authority (NAPSA).

APPENDIX 'D'

DEFINITIONS

In this Agreement:-

"Joint Negotiating Council" means bargaining unit or negotiating team representing the Centre and the Union.

"Collective Agreement" means an agreement by an appropriate bargaining unit in 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.

"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 Centre.

"Member" means a member of the Union.

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