

**AGREEMENT RELATIVE TO RECOGNITION AND  
NEGOTIATING PROCEDURE**

**Between**

**ITALIAN DESIGN FURNITURE LIMITED**

**AND**

**KENYA BUILDING, CONSTRUCTION, TIMBER, FURNITURE AND ALLIED  
INDUSTRIES EMPLOYEES UNION**

**PREAMBLE**

The two parties to this agreement, meeting together in free heart and voluntary association, have fully determined to regulate the relations between them to the interest of workers and management. They agree voluntarily to work together to promote and establish mutual understanding and co-operation as follows:-

The negotiations and discussions between the representatives of the union and the employer shall be conducted on a representative and authoritative basis;

That means shall be readily available whereby any issues which may arise affecting all employees or any category of employees covered by this agreement, can be fully and promptly considered with a view to a satisfactory settlement;

That the recognised procedure between both parties shall be, so far as practicable, fully known and understood by the workers and all members of the Management of the association.

That an essential factor in successful negotiations and discussion is the clear statement or report of the issue involved and the resulting decision after mutual agreement between the parties to this Memorandum of Agreement;

The employer and the Union recognise their mutual interest in promoting good

relationship between them and agree on the desirability of improving productivity since, only from such improvements, can better wages and conditions and terms of employment be achieved and they agree jointly to maintain goodwill in the Industry and to co-operate towards this end.

## **RECOGNITION**

The Company affords full recognition to the Union as a properly constituted and representative body and the sole labour organisation representing the interest of workers who are in the employment of the Company in all negotiable matters concerning rates of pay, overtime, hours of work, method of wage and salary payment, paid leave, duration of employment, medical benefits, principles of promotion, terms of employment for all employees who are in the employment of the Company as defined from time to time by the Government, Federation of Kenya Employers and the Central Organisation of Trade Union (Kenya). Such recognition should take account of the principle of industrial trade unionism.

The Union undertakes, after elections have been carried out in accordance with its constitution, to present without delay the names of all branch officials and national officials to the Company and to advise any changes as they occur. The Company on its part undertake not enter into discussion and negotiations on the subjects specified in Clause 2(a) of this Agreement with any individual or individuals purporting to represent the union other than its accredited representatives.

The Union undertakes to provide its officials with proper credentials setting out, inter-alia the position held by them.

The Union undertakes that no employee shall be compelled to become a member of the Union and the Company undertakes that no employee shall be penalised on account of his union membership.

The Company reserves the sole right to conduct its business and manage its operations and for this purposes, to engage, promote, demote and terminate the services of any worker in accordance with the terms of service agreed with the Union. It is agreed that the Company's jurisdiction applies to the whole area legally defined in the Company's leases and to housing or accommodation which may from time to time be provided by the Company

The Union undertakes that employees who are Union representatives will carry out the duties delegated to them by Management during their prescribed working hours and such representatives without permission of Management. Such permission shall not be unreasonably withheld.

Security and sanitary staff will, in the event of a strike or other disturbance leading to stoppage of work, continue to perform their normal duties for the protection of Company's property and assets in the interest of both parties to this Agreement and the Union agrees that it will use influence to achieve this. The Company agrees to use such employees during the strike solely for their normal routine duties. In the event of continued production during strike action the Union reserves the right to withdraw the services of all employees;

Normal rights of access to members and potential members shall be accorded to accredited Union representatives for the purpose of Union business in accordance with I.L.O. Convention No.135.

## **NEGOTIATING PROCEDURE**

### Individual Grievances

Individual employees of the Company wishing to raise a grievance with which he is directly and personally concerned, shall first approach his immediate superior. If case settlement is not reached, he shall have the right to appeal to the higher levels of

management as soon as possible in accordance with the established procedures. The employee shall be represented by an accredited Union representative at all stages.

### **Collective Claims**

These shall mean any claims for alteration to terms of service regarding matters specified in Clause 2(a) of this Agreement, which may affect all employees of any group of the Company

### **Collective Claims**

Such claims shall be raised in writing with the Management by the Union's General Secretary or his authorised representative three months before the expiration of the current agreement; within which period the parties will endeavour to reach a settlement. All agreements jointly reached shall be committed in writing and signed by both parties.

In the event of failure to reach a settlement of the dispute within the period, the dispute shall be processed in accordance with the Trade Disputes Act.

## **Collective Grievances**

These shall mean grievances arising from a breach, real or alleged, of existing terms of service in the matters specified in Clause 2(a) of this Agreement, which may affect all employees or any group of employees of the Company. Such grievances shall be raised by the shop-steward with the immediate superior in the first instance and in the event that such grievance cannot be satisfactorily resolved, they then may immediately be referred by the Union's General Secretary or his representative to the higher levels of management in writing. In the event of failure to settle the matter, it shall be raised by the shop-stewards with the immediate superior in the first instance and in the event such grievance cannot be referred by the Union's General Secretary or his representative to the higher levels of Management in writing. In the event of failure to settle the matter, it shall be referred to the Negotiating Committee and Clauses (3), (4) and (5) preceding sub-section shall apply.

### **Failure to Reach Agreement:**

In the event of failure to reach a settlement at the committee level either party may refer the dispute to the Ministry of Labour in accordance with the provisions of the Trade Disputes Act.

No strike, lockout or other action to stop or hinder the operations of the business of the Company on a dispute which has been or should be referred to the Committee shall take place until:-

Deadlock has been recorded in the Committee;

And

After such deadlock 21 days' strike or lockout notice has been given and has elapsed in

addition to the statutory period stipulated in the Trade Disputes Act.

## **MODIFICATION TO AND TERMINATION OF THIS AGREEMENT**

This Agreement shall come into force on the 1<sup>st</sup> ..day of April and shall continue in force for a minimum period of 2 years. Thereafter the Agreement shall continue in force until amended or terminated.

Either party wishing to amend or modify the Agreement shall give 3 months' written notice to the other party with details of the proposed amendments. In the event of it proving impossible to obtain mutual agreement to the amendment of the Agreement, then either party may refer the dispute to the Minister for Labour for normal action in terms of the Trade Dispute Act Cap.234.

**SIGNED**                      **for the Company.....**

**SIGNED**                      **for the Union.....**

**In the presence of: .....**

**Signed at.... ..... this day of.....**