

Table of Content

Page

PREAMBLE.....	3
SCOPE OF AGREEMENT.....	4
DEFINITIONS.....	5
COMMITMENTS AND OBJECTIVES.....	7
TERMS AND CONDITIONS OF SERVICE.....	8
VACANCIES AND MEDICAL EXAMINATION.....	8
APPOINTMENTS.....	9
PROBATION PERIOD AND CONFIRMATION.....	9
TERMINATION NOTICES AND BENEFITS.....	10
OBLIGATIONS, DUTY PERFORMANCE AND CONDUCT.....	13
OCCUPATIONAL HEALTH, SAFETY AND WELFARE.....	16
IDENTIFICATION.....	17
DISCIPLINE.....	17
EXPIRY OF DISCIPLINARY ACTION.....	22
GRIEVANCE HANDLING PROCEDURE.....	22
INDEMNIFICATION AND LEGAL PROCEEDINGS AGAINST EMPLOYEES	24
LEAVE.....	24
DEATH OF EMPLOYEE.....	28
HIV/AIDS POLICY.....	28
SEXUAL HARRASSMENT.....	29
CHILD LABOUR.....	30
GENDER AND EQUALITY.....	30
DISPUTE RESOLUTION.....	31
SIGNATORIES.....	32

COLLECTIVE BARGAINING AGREEMENT BETWEEN MEMBERS OF UGANDA FLOWER EXPORTERS ASSOCIATION LTD (UFEA) AND HAVING REGISTERED OFFICES WITH THEIR OFFICES LOCATED IN VARIOUS AREAS OF THEIR BUSINESSES (HEREIN AFTER REFERRED TO AS "EMPLOYERS") WHO ARE SIGNATORIES TO THE RECOGNITION AND PROCEDURAL AGREEMENT AND DULY INCORPORATED IN UGANDA ON THE ONE PART AND UGANDA HORTICULTURAL ALLIED WORKERS UNION (UHAWU) REGISTERED IN UGANDA AND HAVING ITS REGISTERED OFFICES AT KAWUKU OF P.O. BOX 37287(HEREIN AFTER REFERRED TO AS THE "UNION") ON THE OTHER PART, FOR AND ON BEHALF OF WORKERS IN MATTERS OF SALARIES, WAGES, AND TERMS AND CONDITIONS OF SERVICE

1. PREAMBLE

This agreement made on this 28th day Sept. 2010 between members of UFEA
And

The Uganda Horticultural and Allied Workers Union

Whereas:

In entering this agreement both the Union and Employers appreciate that it is in their interest to have productive, continuous and reliable employment and good service delivery to all concerned people,

The Employer and the Union hereto are desirous to maintaining good and harmonious working relations in the flower industry, by introducing better arrangement for improvement of working conditions, salaries, wages/salaries and other benefits; in a fair work environment and settlement of problems pertaining to work relations and determining ways and means of settling differences of opinion through collective bargaining.

The Employer and the Union having already signed the recognition and procedural agreement, now wish to sign the Collective Bargaining Agreement under which parties will operate; the parties, NOW DO HEREBY MUTUALLY AGREE AS FOLLOWS:

2. SCOPE OF AGREEMENT

- (a) This agreement shall govern terms and conditions of service and wages of employees who are represented by the Union.
- (b) Management shall maintain an up to date copy of the CBA, which will be available to staff in designated places. On adoption of this CBA, it shall be the responsibility of the Employer and the Union to explain to all concerned the contents of the CBA.
- (c) This notwithstanding, it is hereby understood that ignorance of content of this CBA shall in no circumstance, be accepted as an excuse for non-compliance by either party.
- (d) For purposes of enforcing these CBA regulations, and where this CBA remains silent, their interpretation shall be the responsibility of the JNC Joint Negotiating Council (JNC) or as shall be represented by the joint representatives of the parties
- (e) Unless expressly provided in any law or in the recognition agreement or their amendments and supplements, the regulations contained in this CBA shall apply to unionized employees.
- (f) The company management may at its discretion choose to allow the same regulations to apply to non Union members, although this shall not qualify Union representation to such employees.

(g) This CBA shall be effective from the ^{8th}..... day of ^{Sept}....., 20.... for a period of two (2) years and shall continue in force until otherwise amended by the parties. Thirty [30] days to the expiry of this agreement, the Union or the Employer may forward a written notice Setting forth the nature of any proposed amendments and other related matters hereof to the either party. Any other matters that may arise on implementation especially in the initial period after signing this CBA shall be handled at Enterprise/farm level by the JNC Joint Negotiating Council.

3. DEFINITIONS

Word used in these regulations shall have the contextual meaning attributed to them by definitions given hereunder:

Appointment - Means offer of an office or post of emolument in the service of the Employer upon a person.

Appointing Authority - Means the Directors of the farm and any members of Management whom the Directors have delegated at their discretion, the power to appoint.

Calendar Month - Means any of the twelve months of the year.

Child- Means a person who is below 18 years of age.

Compassionate Leave - Means such leave not forming part of the accrued annual leave, maternity leave, Sick leave, study leave or unpaid leave which shall be granted to an employee at the discretion of management in known exceptional circumstances such as loss of immediate family member, natural calamities etc.

Dependant - Means a spouse and or biological child below 18 years of age who lives with or is catered for by the employee, and is registered by the employee with the Employer as his/her dependant.

Family - Means, a spouse registered with the company and their biological children under the Personnel Bio-data file.

Leave - Means a period officially granted to an employee to be off duty for a specific number of days and for a specific purpose

Leave year - Means 365 or 366 days as the case may be counted from the date of first appointment of an employee.

Medical Practitioner - Means qualified Medical Doctor/Nurse/Clinician, duly registered and licensed to operate as medical personnel.

Promotion - Means the conferment to the employee a higher position within the Organization structure.

Qualification - Means qualification obtained upon examination by a recognized examining body or Institution or the fulfillment of a standard required by the Employer

Regulations - Means the staff regulations of the Employer and regulations contained in this **CBA**, its amendments or supplements and any other agreement mutually reached between the employee and employer.

Gratuity - it is the Voluntary (deferred) payment in appreciation given to an employee under an established scheme in recognition of good conduct by the employee during his/her term of service.

Severance pay - It is payment made at the end of employment to an employee who has been in continuous service for 6 months or more due to unfair dismissal, death in service, terminates the contract because of serious incapacity arising from his/her employment, death,

insolvency of the employer or termination of contract by the labour officer due to the refusal of the employer to pay the wages.

Casual/temporary/seasonal/Appointment – is an appointment accorded to a worker who is employed when work is available usually either on a temporary contract or on call when required to do a particular service/job and shall not exceed 6 months.

A Contract – is a formal or written agreement between the employer and employee for performing specified work/task in view of which the employer will pay remuneration or money as per the agreed terms and conditions.

Management – an official/officials who has/have been entrusted with the authority and responsibility to make decisions and to manage an enterprise or the farm in areas of organizing, planning, controlling, directing farm resources, implementing company policies to attain the objectives of the employer and employee.

4. COMMITMENTS AND OBJECTIVES

In concluding the agreement, both parties hereto agree to be always guided by the following:

- (a) To attain the improved working conditions, workers' earnings, standards of living and environmental protection.
- (b) To improve productivity and efficiency, regulate and promote good working relationship with a view to attracting and retaining high quality employees.
- (c) To ensure the principle of equal work for equal pay irrespective of one's race, sex, creed or colour.
- (d) To safeguard the economic and social interests of both the employees and the Employer.

5. TERMS AND CONDITIONS OF SERVICE

It is understood that this CBA shall form the individual terms and conditions of service of employees covered by the recognition agreement

6. VACANCIES AND MEDICAL EXAMINATION

6.1 Vacancies

Management may give top priority to the existing qualified employees for any post that may fall vacant. Where the internal staffs do not qualify, the employer will advertise the vacancy through the media and/or do a head hunt through its partners.

6.2 Medical Examination

(a) Employees who are recruited to work in sections which handle distribution and application of chemicals and pesticides for example: spraying, stores etc will be subjected to medical examination for cholinesterase tests and other tests before deployment; and this shall be done periodically thereafter.

(b) The medical examination report may be shared between the Medical Practitioner and the Human Resource Manager with consent of the employee. If the employee does not consent then he/she shall forfeit the employment offer(this shall apply to cholinesterase tests).

(c) Any person that falsifies a medical report shall be disqualified from employment forth with and shall never again be considered for employment by the Employer.

(7). APPOINTMENTS

(a) Appointment

Employees may be appointed on Permanent or Temporary terms and this shall be outlined **in** the contract of employment.

(b) Appointment on acting basis

When an employee is required to act in a position higher and above the substantive one he/she shall be given an appointment in writing and be paid allowances commensurate with that office in which the employee will be acting.

8. PROBATION PERIOD AND CONFIRMATION

(a) New employees shall be engaged for a maximum probation period of six months **but it may be extended for a further period of not more than six (6) months with the agreement of the employee.** After successful probationary period, the employee shall receive a confirmation of employment.

(b) Upon successful completion of the probationary period, management may in writing confirm the employee in service within a period of one month after the expiry of the probationary period. If after expiry of 1(one) month the employee remains not confirmed he/she shall write to the Human Resource Manager seeking confirmation. The human resources manager shall acknowledge receipt of the letter. If there after management does not respond within 4 months then the employee shall be deemed confirmed.

(c) Management may, if it is deemed necessary, waive the whole, or part of the probationary period of any employee if in their view such employee has exhibited an outstanding performance in his/her duties.

(d) Confirmation of an employee in employment shall be counted with effect from the date stipulated in the confirmation letter.

(e) During the probation period, either party may terminate their service by giving the other fourteen (14) days notice in writing or pays the other an equivalent of Seven (7) days in lieu of notice.

- (f) Management may dismiss the employee on probation without notice in the event of gross misconduct.
- (g) In the event of any unfairness in regard to the dismissal, the Union shall maintain the right to raise a case of any such unfair dismissal under the grievance handling procedure provided for by this CBA or any other agreements that may be lawfully entered into as guided by the relevant laws.

9. TERMINATION NOTICES AND BENEFITS

9.1 Retirement /Resignation/Termination

(a) Retirement

- (i) An employee may retire as result of age at 50 (fifty) or Medical unfitness.
- (ii) The employer and or employee shall endeavour to notify either party within 3 months before the due date of retirement.
- (iii) Delayed old age retirement of an employee shall be at the discretion of the Employer with the consent of the employee but after the payment of the entire employee's old age retirement/terminal benefits and provided that an extension of the contract shall not exceed two years.

(b) Resignation/Termination by a contracted employee with appropriate notice

Either party will give the other notice or pay in lieu thereof as follows:-

- | | |
|--|--------------------|
| (i) Six (6)months to 1 year's service | 14 (fourteen) days |
| (ii) Over one 1 year to 5years' service | 1(one) month |
| (iii) Over five 5 years to 10 years' service | 2(two) months |
| (iv) Ten(10) years and above | 3(three) months |

(c) Layoff / Redundancy - The Employer undertakes to give an adequate notice of not less than four weeks to the Union with reasons explaining the cause of the intended layoff with an exception of emergencies.

[Handwritten signatures and initials at the bottom of the page]

- (d) **Severance** — Procedure for considering severance pay shall be as follows:
- | | | | |
|-------|--------------------------------------|---|---|
| (i) | 6 six months to 1 year's service | - | 5 (five) days per year worked |
| (ii) | 1 one year to 5 years' in service | - | 10 (ten) days per year worked |
| (iii) | 5 five years to 10 years' in service | - | <u>14</u> (fourteen) days per year worked |
| (iv) | 10 ten years and above | - | 18 (eighteen) days per year worked |

9.2 Termination Procedures

When an employee is discharged under this clause all entitlements and benefits due to him/her e.g. annual leave, public holidays, overtime and repatriation where applicable shall be paid within 7(seven) days to the employee from *the* date on which the resignation/termination notice expires, except where the employee is discharged under clause 9.1 (b) which is provided as follows: -

(a) Resignation Procedure & Pay: -

- (i) If an employee resigns he /she shall be paid all outstanding dues within seven days after clearance with the company. The employee shall be paid any money or salary due, including leave not taken within seven (7) days.
- (ii) The employee shall hand over to his/her successor or to such a person as management may designate the employer's property in the employee's possession entrusted to him/her. In case the employee does not handover, any financial benefits due to him/her may be withheld pending such handing over, and may be appropriated towards making good the property not handed over, negligently damaged or lost.
- (iii) The employee shall account for all funds drawn from the employer for any business and Clear his/her loans, advance payments and other bills indebted to the employer.
- (iv) Surrender the staff Identity Card and records in his/her possession

- (v) Fill a staff clearance form signed by various section heads approved by management upon which payment shall be made.
 - (vi) The employee will not seek employment or be employed by any other employer who is signatory of this CBA if she /he has not fulfilled the termination requirements.
- (b) **Lay off/ Redundancy Procedures.**
- (c)
- (i) The layoff may be effected under the principle of **"first in last out" (FILO) or "last in first out" (LIFO)** provided all things are equal in line of competence and performance, discipline, skill, ability to do the job and work record will apply.
 - (ii) During the period of notice the employee shall as far as it is practicable be entitled to at least one - half day off per week for the purpose of seeking new employment without loss of pay; this shall not be applicable where the employee is paid in lieu of notice. The employee shall have the option of accruing the half day offs within the notice and taking them at once.
 - (iii) An offer of re-engagement to an employee laid off may be made by Management in the event of a suitable vacancy arising within 6 (six) months of the date of the employee's lay off. The onus of leaving a forwarding address lies with the employee and if a reply from the employee is not received within 15 (fifteen) days from the date of the Management's notification, the vacancy may be filled from other sources/departments.

9.3 Terminal Benefits

An employee on termination shall be entitled to the following benefits:

- (a) Certificate of service if so requested for by the employee
- (b) Payment of outstanding overtime, days worked and annual leave accrued and not taken.

(c) Repatriation allowance that shall be equivalent to actual fares of public transport to the nearest principal town in the District of origin in Uganda and obtaining at the time shall be applicable where an employee is recruited at a place more than 100 km from his his/her home to the place of engagement. Where an employee has been in employment for at least 10 years he/she shall be repatriated at the cost of the company irrespective of the place of recruitment.

(d) Retirement Benefits

- (i) An employee having served the Employer shall be entitled to 1(one) week's pay times the number of years worked in regard to old age of 50 years and any other benefits in clause 9.2.
- (ii) If the retirement is on Medical grounds as a result of physical incapacity not occasioned by his/her own serious and willful misconduct, the schedule for severance pay shall apply

10 OBLIGATIONS, DUTY PERFORMANCE AND CONDUCT

10.1 Conduct of Employee:

- (a) All employees shall be required to conduct themselves well while on duty so as not to bring the Employer or company into disrepute.
- (b) It shall constitute grounds for disciplinary action if an employee's conduct while on duty is deemed to have brought the Employer into disrepute.
- (c) An employee renders him/herself liable to disciplinary action if he/she acts in contravention of the provisions of this CBA or any other mutual agreements e.g. employment contracts, entered into between the worker and employer.

10.2 Obligations and Duty Performance.

- (a) An employee, in addition to normal duties set out in the job description may be reasonably assigned any other related duties by the Director(s) or any member of

Management or Immediate Supervisor, provided that such duties are compatible with proper operation(s) of the company.

- (b) All employees shall be obliged to obey, and uphold all the rules and regulations as provided for in this CBA or any other agreements that may be mutually entered into.
- (c) All employees are expected to exercise utmost prudence in all matters pertaining to official business and as provided for in this CBA and shall be obliged to obey/abide lawful instructions from his/her superiors.

10.3. Hours of Work

- (a) The normal standard working hours per week, shall be a maximum of 48 (forty eight) hours excluding meal time for all workers.
- (b) Any extra time worked shall be considered as overtime and shall be paid for as indicated in clause 10.6 of this agreement.
- (c) In case there is need for the Employer to regulate daily or weekly hours of work in order to suit peculiar work requirements such schedules shall not exceed fifty six hours per week where there is a peak season or for emergencies, more hours may be required and shall be paid over time.
- (d) Each week shall include a period of one rest day of not less than 24 hours (twenty four) hours after a continuous service for six consecutive days.

10.4 Leave For Union Business /Education

- (a) Leave to attend Union business /education shall be applicable to the Union members and such leave shall be on full pay provided that the employer has granted prior permission. Such permission shall not be unreasonably withheld.
- (b) The employee seeking such leave will give the employer at least seven (7) days' notice but in case of an emergency meeting, a notice of 48 hours shall be given.
- (c) Confirmation of all leave granted by the Company to any of its employee(s) under this clause shall be given to the employee(s) in writing.

(Specify should it be deducted from the employee's annual leave?)



(d) Any employee(s) granted leave under this clause shall not accept employment elsewhere during such period.

10.5 Public Holidays:

(a) All Uganda gazetted public and other recognized public holidays as may appear in the Uganda gazette from time to time, shall be considered public holiday(s).

(b) Payment for work on holiday will be made as per current laws under in the employment Act 2006.

(c) The following public holidays plus any other days as may from time to time be declared as so by Government shall be observed by the Employer.

(i) The New Year's day	1 st January
(ii) NRM Victory day	26 th January
(iii) Women's day	8 th March
(iv) Idd el Adhuha	(as shall be gazetted)
(v) Idd el Fitr	(as shall be gazetted)
(vi) Labour day	1 st May
(vii) Uganda Martyrs' day	3 rd June
(viii) Heroes' day	9 th June
(ix) Good Friday	**
(x) Easter Monday	**
(xi) Independence day	9 th October
(xii) Christmas day	25 th December
(xiii) Boxing day	26 th December

****Dates change every year.**

Payment for work done on a public holiday during the normal working hours shall be calculated at the ratio of 1:2.

10.6 Overtime

- (a) Overtime should be pre-authorized in writing by the head of department in conjunction with the Human Resource/Section Manager.
- (b) Overtime worked shall be paid on 1.5 (one and a half) times of the normal hourly rate of gross pay if the overtime is on normal working days.
- (c) Overtime worked on gazetted public holidays shall be calculated at 2 (two) times gross hourly rate.
- (d) Overtime can be paid and or compensated.
- (e) Overtime rates shall apply only where at least 30 minutes have been worked in excess of one's normal working times.
- (f) Overtime claim (if not paid) shall be made within one week for every completion of periodical payment received by the employee or on receipt of a pay slip.

10.7 Non-Company Work:

- (a) An employee shall, in the performance of his/her duties, neither seek nor accept instructions, or undue influence, from anybody or authority external to the company in regard to any matter concerning the company.
- (b) Employees shall always take care that their private interests do not conflict with the interests of the company and that they do not do private work during normal working hours.

11. OCCUPATIONAL HEALTH, SAFETY AND WELFARE

- (a) The Employer shall provide suitable uniforms, protective gears and clothing as provided for by this CBA and the Occupational Safety and Health Act 2006
- (b) There shall be an Occupational Safety and Health Committee comprised of not more than 9(nine) members selected with an equal representation of management and the Union from different departments. Management shall appoint the Chairperson in consultation with the union which shall regularly review all matters relating to health and safety.
- (c) The purpose of the committee shall be

- (i) Monitor the implementation of the OSH standards
 - (ii) Suggest to management the type of Personal Protective equipments to be procured
 - (iii) Initiate and propose amendments on workplace OSH policies subject for approval by the JNC
- (d) The Employer shall maintain and where practical improve all existing devices and PPEs for the purpose of promoting healthy and safe working conditions.
- (e) The Employer shall insure all its workers as provided for in the workers' compensation Act 2000.
- (f) Failure to apply and put on protective clothing/equipment (PPEs) by the employee shall be subjected to disciplinary action.

12. IDENTIFICATION

Identity cards: All Employees shall be issued with the Employers' identification cards and shall wear and produce them on request while at work and any functions at the farm. The Identity cards remain the property of the Employer and shall be returned on termination of services and before the payment of terminal benefits. An employee who loses his identity card as a result of careless handling shall be required to pay for it.

13 DISCIPLINE

13.1 Disciplinary Code

- a) It is the intention of the Management and the Union that disciplinary action shall have the goal of correcting or improving performance and conduct where breaches of discipline do not warrant instant dismissals as laid down in this CBA.
- b) All disciplinary actions shall be issued by the respective disciplinary official to the concerned employee and a copy shall be recorded in the employee's personal file and be prepared by the Human Resource Department in conjunction with the relevant

Departmental Heads. An employee shall be required to sign any Such disciplinary action before being filed.

- c) If the employee refuses to sign, this is gross misconduct and will amount to suspension of 3 days. If the employee still refuses to sign then he/she shall be terminated. However, the employee shall have a right to appeal to the Human Resource department and to be accompanied by a Shop steward.
- d) The employee shall also ensure that the Manager that issued him/her with the letter of disciplinary action acknowledges receipt of his/her defense letter.
- e) An employee who having received a letter containing any disciplinary action and considers the accusation therein as untrue, shall have the right to appeal to the Human Resource department and to be accompanied by a shop steward and at this stage the matters shall be recognized as a grievance.

13.2 Disciplinary Committee

(a) To ensure that all disciplinary actions are carried out in a fair, just, consistent and professional manner, there shall be established a disciplinary committee comprising of the Chairperson who shall be the Human Resources Manager, together with two (2) representatives from management and two (2) from the Union. Where any 3 members are present, they shall form a quorum. This will include; the Chairperson, one member from the Union and one from Management.

13.3 Disciplinary Action/Procedure

Without prejudice to any criminal or civil liability, an employee shall have committed an offence and shall render him/herself liable to disciplinary action corresponding with the following:

(a) **Verbal Warning/Caution** - A minor misconduct will result in a verbal warning. A record of the verbal warning shall be kept by the immediate supervisor. Minor misconduct shall include: -

- (i) Late reporting on duty.
- (ii) Absence from duty without permission or for no just cause.
- (iii) Leaving place of work without permission.
- (iv) Minor incompetence, inefficiency/ineffectiveness.
- (v) Negligence of duty leading to minor loss or damage of company property.

(b) **Written Warnings**

- (i) **First written warning** - If an employee commits the same offence previously verbally warned or any misconduct, a written warning letter shall be issued.
- (ii) **Second written warning** - Further misconduct of a similar nature shall result in a second written warning being issued to the employee.
- (iii) **Third written warning** - Further misconduct shall result in a third and final warning. At this stage the employee must be informed that any further breach will lead to suspension or termination of his/her contract of service.

13.4 Written Warnings shall be issued on account of:

- (i) Continuous absenteeism without permission.
- (ii) Neglect of work for which one has been employed.
- (iii) Failure to perform respective duties.
- (iv) Continuous late reporting on duty.
- (v) Smoking in green houses / prohibited areas.
- (vi) In case of Incompetence and inefficiency of the employee.
- (vii) False accusation or insults against fellow employees or member of management.
- (viii) Conduct of employee in a manner that is prejudicial/harmful to the image of the employer.
- (xi) Damage of employer's property out of negligence.
- (x) Negligence of production protocols or instructions.

Note: The Employer shall ensure that all production protocols are known to the employee.

13.5 Suspension

- (a) **Suspension** – Should an employee be found to have committed any of the following offences he/she shall be liable to suspension without pay for 3 days:
- (i) Failure to comply with an order or refusal by an employee to execute a reasonable order given by the employer and /or his/her representative without just cause.
 - (ii) An employee reporting on duty under the influence of alcohol and toxic drugs.
 - (iii) Sleeping on duty.
 - (iv) Direct refusal to carry out lawful order or instruction - in the event that the employee has a reasonable justification to believe that there is eminent danger to his/her life; he/ she shall not be subjected to suspension and shall inform management about the danger immediately.
 - (v) Negligence of duty leading to damage or loss of company property.
- (b) **Suspension under investigation**
- (i) Where it requires Management to make investigations in case of misconduct, an employee may be suspended. Such suspension shall be in writing and copied to the Branch Secretary.
 - (ii) Suspension under this clause shall not exceed 2 (two) weeks. The salary of the employee on suspension shall be reduced by half. After 2(two) weeks, if the investigations into the employee's case is not yet completed, the suspension period will be extended in writing for another 2 (two) weeks. After the 2 (two) weeks extension, if the employee is not proven guilty of the offence , he/she shall be assumed to have no case to answer and therefore , he /she shall resume duties with full pay as from the day of suspension.

- (iii) Further notwithstanding lesser severe punishments shall be applied and may include demotion, Stoppage of increment.

13.6 Gross Misconduct/Instant Dismissal

Should the employee commit any of the following offences in the list below, or persistence in committing less serious acts he/she shall be liable to instant dismissal by management: -

- (a) Theft.
- (b) Fraud.
- (c) Fighting while on duty.
- (d) Gross insubordination within ones normal scope of duties.
- (e) Persistent sleeping on duty.
- (f) Drunkenness or use of toxic drugs on duty.
- (g) Prolonged absenteeism without any cause.
- (h) Willful damage of company property.
- (i) Fighting at the place of work.
- (j) Divulging confidential company information.
- (k) Physical assault to others.
- (l) Falsification of information/documents.
- (m) Bringing dangerous weapons into the company.
- (n) Sexual harassment.
- (o) Sexual immorality on company premises.
- (p) Tampering with the clocking system.
- (q) Unauthorized starting/stopping of machine in operation without just cause.
- (r) Conviction of any criminal charges by any court of law.
- (s) Unlawful industrial action. (Industrial action or strike and any action that contravenes article 76 of the Employment Act 2006 and Article 28 of the Labour disputes (arbitration and settlement) Act 2006 will be regarded as unlawful
- (t) Willfully endangering of the safety of the Employer, a fellow employee or a member of the public.

Note: Before reaching a decision to dismiss/terminate, the employer shall consider any representations and defense prepared by the employee.

13.7 Abscondment From Duty - An employee shall be considered to have absconded from duty after absenting himself or herself from duty for 3 (Three) consecutive days without permission from his/her employer or Supervisor or without a justifiable cause or reason. The employee in question forfeits his/her termination notice dues.

13.8 Notwithstanding, the provisions preceding sub clauses of this Paragraph; nothing in this agreement shall preclude any employee involved, from raising the matter of such warning, suspension or dismissals under the grievance handling procedure established in this CBA. In case where the action of the Employer will be proven to constitute an act of wrongful repudiation of contract by the employer, the employee involved shall be re-instated without loss of pay or seniority rights.

13.9 Due to gross misconduct, the employee entitlements shall include: leave days earned, salary arrears and overtime.

14. EXPIRY OF DISCIPLINARY ACTION

An offence or infringement of disciplinary rules shall be disregarded after the expiry of two years (24 months) in which that employee has not committed any further disciplinary breach/offence.

15. GRIEVANCE HANDLING PROCEDURE

Should any difference arise between the Employer and the Union or any employee or employees as to the meaning, application or the alleged violation or abuse of the provisions of this agreement, there shall be no slow-down or suspension of work on account of such differences, but an earnest effort shall be made to settle such differences in the manner prescribed below.

Step (1):

- (a) An employee having a difference shall first take up such a difference with his/her immediate Head or supervisor.
- (b) The employee shall have the right to be accompanied and assisted by his/her Union Shop Steward/branch official while meeting the immediate Head or supervisor of his/her department of work.
- (c) Failing settlement, the difference shall be considered a **Grievance** and the following other steps shall be taken.

Step (2):

- (a) The Union Shop steward/Branch official and the employee(s) concerned shall take the grievance up with the Human Resources Manager or his/her representative within three days after the decision of the Head or Supervisor of the employees' department. In all cases copies of the employee's defense letters shall be given to the union for record purposes and the concerned manager shall acknowledge receipt of the same
- (b) The Human Resources Manager or his/her representative shall give a decision in writing as soon as possible, in any case not later than 3 days from the date the grievance was registered.

Step (3): Failing settlement under step 2 above, the grievance shall be taken up by the Disciplinary Committee.

Step (4): Failing settlement under step 3, the grievance shall be referred to in case of the Union to the Union headquarters that will seek audience of the employer or incase of the employer to the Employer's Association for a possible resolution

Step (5): Failing settlement under step 4, either party shall refer the grievance as legally provided for in Article 12 the Employment Act 2006 and the Labour and arbitration act 2006

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]
[Handwritten signature]

16 INDEMNIFICATION AND LEGAL PROCEEDINGS AGAINST EMPLOYEES

An employee, against whom legal proceedings have been instituted as a result of his/her official designation, or of an act done or committed in his/her official duties, shall be indemnified and the Employer shall meet all costs including the legal expenses connected with the case.

17. LEAVE

17.1 Annual Leave

- (a) Having worked for six continuous months, an employee shall be entitled to twenty one (21) working days leave annually which will be earned on a monthly basis.
- (b) The annual leave shall be taken every calendar year following the employer's annual leave roster for employees that shall be compiled before the end of the year preceding one's leave commencement. Leave dates shall be fixed with knowledge of beneficiary employee.
- (c) An employee intending to proceed on leave shall submit his or her application to the Human Resources Manager for approval through his/her immediate supervisor/manager at least a week before the commencement date
- (d) Leave must be taken in the year it applies unless agreed by the Employer in writing. If not taken, it will be forfeited.
- (e) In case of an emergence, an employee may be recalled to duty before the expiry of his/her leave except in case of maternity /paternity leave, in which case the balance of the leave days due will be carried forward or computed.

17.2 Sick Pay

An employee who has completed not less than one month of continuous work for the Employer and who is incapable of work because of sickness or injury certified to a medical practitioner shall be entitled to sick pay as follows:

- (a) Sick Pay and benefits will be paid for the first month of absence at the normal rate herein stipulated and in accordance with the Article 55 of the Employment Act 2006. Half payment for the second month's absence as a result of sickness and thereafter termination shall be considered under medical grounds.
- (b) For the employee to be entitled to sick pay the employee shall notify the employer, or cause to be notified within 24 hours, his/her absence and the reason for it and to provide to the employer, for every period in which sick pay is claimed, a certificate signed by a Qualified Registered Medical Practitioner certifying his/her incapacity to work and the duration of that incapacity). The certificate shall be subject to verification.
- (c) For period of sickness lasting more than one week, a further medical certificate from the same Qualified Registered Medical Practitioner will be required, on the same basis, for each additional week or part thereof claimed as sick pay
- (d) The Employer, at his discretion, may require that the employee present himself/herself to a Qualified Registered Medical Practitioner of the Employers choice whenever a period of sickness occurs for medical examination either in addition to the certificate already presented or as an alternative to the Employee securing a certificate from his/her own Qualified Registered Medical Practitioners. The Employer shall be responsible for costs only for the visit and issue of this certificate and any subsequent certificate but not for treatment of any sickness, unless arising directly from the employee's work.

17.3 Sick Leave Due To Industrial Accidents/Diseases

- (a) In case of absence from duty as a result of an accident at the work place, full salary/wages will be paid until the employee returns to work or until the Workers' Compensation Act is fully complied with. All treatment must be registered by a Qualified Registered Medical practitioner.
- (b) In case of proved industrial diseases that are acquired in the course of employment, full salary/wages will be paid until the employee returns to work or until the Workers' Compensation Act is fully complied with.
- (c) In case of industrial disease but not yet proved or still under investigation, this case will be treated as normal sickness and if it is proved to be true then payment for the unpaid months will be made from the time sick pay was made and reinstated to work
- (d) Industrial accidents and illness are covered by Worker's Compensation insurance pursuant to the requirements of the applicable laws.

17.4 Maternity Leave

A female employee shall, as a consequence of pregnancy have: -

- (a) The right to a period of sixty (60) working days leaves from work on full wages hereafter referred to as "maternity leave", of which at least four weeks shall follow the childbirth or miscarriage.
- (b) The right to return to the job which she held immediately before her maternity leave or to a reasonably suitable alternative job on terms and conditions not less favorable than those which would have applied had she not been absent on maternity leave.
- (c) In the event of sickness arising out of pregnancy or confinement, affecting either the mother or the baby, and making the mother's return to work inadvisable, the right to return mentioned in (ii) above shall be available within eight weeks after the date of childbirth or miscarriage.
- (d) Her entitlement to the above rights (a), (b), (c) shall apply if she gives not less than seven days notice in advance or a shorter period as may be reasonable in the circumstance, of her intention to return to work.
- (e) The notices referred to shall be in writing if the employer so requests

- (f) To exercise the above right mentioned, if requested by the employer,*produce a certificate as to her medical condition from a Qualified Medical Practitioner.
- (g) To perform work which excludes dispensing, distribution and application of chemicals, spraying and perform lighter duties if recommended by a medical practitioner as long as the employee informs the employer inform

17.5 Paternity Leave

A male employee shall, immediately after delivery or miscarriage of a registered wife, have the right to a period of four working days leave from work yearly herein referred to as Paternity leave. He shall be entitled to the payment of his full wages and return to the job which he held before his paternity leave.

17.6 Compassionate Leave

- (a) In exceptional circumstances and upon application in writing, an employee may be granted compassionate leave for a period agreed upon between the employee and management according to the circumstances in each case. This will be upon management discretion depending on the case in reference.
- (b) Close relative in this case shall include the employees registered spouse, (husband or wife), biological child, father and mother. In other circumstances, the employee may be allowed to proceed on annual leave or an unpaid compassionate leave.

17.7 Leave Without Pay

- (a) Leave without pay may be granted to an employee by mutual agreement between the employee or the Union acting on behalf of the employee and Management.
- (b) An employee granted a leave without pay shall resume his/her job upon return without demotion or loss of seniority

17.8 Study Leave

At the discretion of management, an employee may be granted a study leave with or without pay for such period as it may deem fit.

18. DEATH OF EMPLOYEE

- (a) In the event of death of an employee where an employee dies at the place of work the employer shall notify the death to the next of kin and to the district labour officer who shall notify the commissioner for labour. The company shall provide the following:
- (i) A Coffin
 - (ii) Transport for the employee's body up to the place of burial.
 - (iii) One Hundred Fifty Thousand (150,000/=) shillings for food and related expenses.
- (b) Where an employee dies at the place of work payments shall be paid to the legal heirs
- (c) In case of death of his/her dependant i.e. Spouse, child the assistance will be as follows;
- | | | | |
|------|-------------------|---|-----------------------------------|
| (i) | Registered Spouse | - | One Hundred Thousand (150,000/=) |
| (ii) | Registered Child | - | Fifty Thousand (50,000/=) |

19. HIV/AIDS POLICY

The Employer and the Union recognizes the seriousness of the HIV/AIDS epidemic and its impact on the workplace. The Employer and the Union supports national efforts to reduce the spread of infection and minimize the impact of the disease and shall endeavor to put in place a work place policy in compliance with the national HIV/AIDS policy and in consultation with the Union and the employees.

20 SEXUAL HARRASSMENT

Both the Employer and the Union agree to put in place a sexual harassment policy and to institute any other measures aimed at elimination or prevention of sexual harassment occurrence at the work place.

20.1 An employee shall be sexually harassed in that employee's employment if that employee's employer, or a representative of that employer –

- i). directly or indirectly makes a request of that employee for sexual intercourse, sexual contact or any other form of sexual activity that contains:
- ii). an implied or express promise of preferential treatment in employment;
- iii). an implied or express threat of detrimental treatment in employment;
- iv). an implied or express treatment about the present or future employment status of the employee;
- v). uses language whether written or spoken of a sexual nature;
- vi). Uses visual material of a sexual nature; or
- vii). shows physical behavior of a sexual nature which directly or indirectly subjects the employee to behavior that is unwelcome or offensive to that employee and that, either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance, or job satisfaction.

20.2 if an employee is sexually harassed in any way described in (20.1) above by the employer or employer's representative, the employee is entitled to lodge a complaint to the established grievance handling procedure under this CBA

20.3 For purposes of this section, an employer's representative is a person who is employed by that employer, who either has authority over the employee alleging sexual harassment or is in a position of authority over other employees in the work place of the employee alleging sexual harassment.

20.4 Every employer who employs more than twenty five employee is required to have in place measures to prevent sexual harassment occurring at their work place

20.5 Any Manager, supervisor, Union leader or an employee who sexually harasses any employee/employer shall upon proof be dealt with in accordance with this agreement and any other laws that are in force.

[Handwritten signatures and initials at the bottom of the page, including a large 'B' and various scribbles.]

- 20.6 Any employee who lodges false allegations of sexual harassment should be dealt with in accordance with the procedure on gross misconduct

21. CHILD LABOUR

- (a) The company shall not engage in employment of children below the ages of 18, with the exception of students aged 16 years and above who may be on vacation and are employed for a short seasonal employment under supervision.
- (b) During the recruitment process, the company will endeavor to ascertain the applicants' age.
- (c) An employee who falsifies his / her age, he/she henceforth shall be discontinued immediately.

22. GENDER AND EQUALITY

- (a) Both the Employer and the Union shall establish a gender and equality subcommittee composed of two representatives each chaired by the a person agreeable to both parties to study, inform/advice and make recommendations to the JNC.
- (b) To implement this, the parties shall establish a joint committee composed of five(5) people in equal proportions of the two representatives each and with a chairperson that shall be agreed upon by both parties
- (c) The work of the committee shall be:
 - (i) Formulate a gender and equality workplace policy or approval by the JNC
 - (ii) Monitor the implementation of the policy or any gender and equality standard
 - (iii) Propose any amendments that may necessary
 - (iv) Perform any other duties that shall promote adequate promotion of both gender and that shall enhance equal treatment of I persons irrespective of gender, race, color, religion, political affiliation

22. DISPUTE RESOLUTION

In the event of any difference in the interpretation of any part of this agreement, such matters shall be settled through the **JNC** or in accordance with the Labour Disputes

24. SIGNATORIES

Signed for and on behalf of:

Signed for and on behalf of:

"NAME OF EMPLOYER"

Fidunga
Jacques Schrier
8/9/10

(NAME OF MANAGING DIRECTOR)

Wejuli Brenda (Fidunga)
Wejuli
8/9/10

(Name of The Human Resource Manager)

Joseph Balondemu
8/9/10

(Name of Spokesperson)

Brenda Wejuli
Wejuli
8/9/10

(Joint Employers)

Isaac G. Munda
Munda
8/9/10

(Chairperson JNC)

Tuliet Nurore
Nurore
8/9/10

(Executive Director, UFEA)

UGANDA

ALLIED WORKERS' UNION (UHAU)

Barasa Stephen

NAME GENERAL SECRETARY)

Wanzur Robert
8/9/2010

(Name of the Union Representative)

Barasa Stephen
8/9/10

(Name of Spokesperson)

Wanzur Robert
8/9/10

(Joint Secretary Union)

