



LETTERA TRASMISSIONE

Documento: CI-COT- 2016-10

Data: 11/02/16

Pagina: 1 di 1

Raccolta: Corrispondenza

Agreement Relative to Recognition and Negotiation Procedure

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REGISTRO UFFICIALE  
Prot. n. 0001175 - 11/02/2016 - INGRESSO

DA: Unità COT

A: Ufficio Protocollo

Si presenta, all'attenzione dell'ufficio protocollo per la registrazione ufficiale, il documento relativo all'Accordo stipulato tra Agenzia Spaziale Italiana, UNRISK e Vitrociset S.p.A. (Kenia).

Cordiali saluti.

**AGREEMENT RELATIVE TO RECOGNITION AND NEGOTIATION  
PROCEDURE**

**BETWEEN**

**UNION OF NATIONAL RESEARCH AND ALLIED INSTITUTES  
STAFF OF KENYA – (UNRISK)**

**AND**

**ITALIAN SPACE AGENCY (A.S.I)**

**AND**

**S.P.A VITROCISSET (KENYA)**

**1. 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: -

- (a) The negotiations and discussions between the representatives of the Union and the employer shall be conducted on a representative and authoritative basis;
- (b) 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;

- (c) That the recognized procedure of negotiations and discussions between both parties shall be, so far as practicable, fully known and understood by the workers and by all members of the Management of **Italian Space Agency (A.S.I) and Vitrociset SPA (K)**
- (d) That an essential factor in successful negotiations and discussions 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;
- (e) The **Italian Space Agency (A.S.I) and Vitrociset SPA (K)** and the **Union** recognize 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-operative towards this end.

## 2. RECOGNITION

- (a) The **Italian Space Agency (A.S.I) and Vitrociset (K)** affords full recognition to the **Union** as a properly constituted and representative body and the sole labour organization representing the interest of workers who are in the employment of the **Italian Space Agency (A.S.I) and Vitrociset (K)**. In all negotiable matters concerning rates of pay, overtime, hours of work, method of wage and salary payment, paid leave, duration or employment, medical benefits, principles of promotion, terms of employment for all employees who are in the employment of the **Italian Space Agency (A.S.I) and Vitrociset (K)** defined from time to time by the government, Federation of Kenya Employers and the Central Organization of Trade Unions (K). Such recognition should take account of the principle of industrial trade unionism.
- (b) The **Union** undertakes, after elections have been carried out in accordance with its Constitution, to present without delays the names of all branch officials and national officials to **Italian Space Agency (A.S.I) and Vitrociset (K)**, and to advise any changes as they occur. The **Italian Space Agency (A.S.I) and Vitrociset (K)** On its part undertakes not to 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.
- (c) The **Union** undertakes to provide its officials with proper credentials setting out, inter-alia the position held by them.
- (d) The **Union** undertakes that no employee shall be compelled to become a member of the **Union** and the **Italian Space Agency (A.S.I) and Vitrociset (K)** undertakes that no employee shall be penalized on account of his union membership.

- (e) The **Italian Space Agency (A.S.I) and Vitrociset (K)** reserves the sole right to conducts its business and manage its operations and for this purpose, 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 **Italian Space Agency (A.S.I) and Vitrociset's (K)** jurisdiction applies to the whole area legally defined in the **Italian Space Agency (A.S.I) and Vitrociset (K)'s** leases and to housing or accommodation which may from time to time be provided by the **Italian Space Agency (A.S.I) and Vitrociset (K)**.
- (f) 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.
- (g) 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 the **Italian Space Agency (A.S.I) and Vitrociset (K)'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 **Italian Space Agency (A.S.I) and Vitrociset (K)** 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;
- (h) 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 ILO Convention No.135.

### 3. NEGOTIATING PROCEDURE

(a) **Individual Grievances**

Individual employees of the **Italian Space Agency (A.S.I) and Vitrociset (K)** 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.

(b) **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 or any group of the of staff within the Institution.

(i) **Collective Claims**

Such claims shall be raised in writing with **Italian Space Agency (A.S.I) and Vitrociset SPA (K)** by the **Union's** General Secretary or his authorized representative three months before the expiry of the current agreement; within which period the parties will endeavor to reach a settlement. All agreements jointly reached shall be committed in writing and signed by both parties.

(ii) In the event of failure to reach a settlement of the dispute within the period, the dispute shall be processed in accordance with the Labour Relations Act 2007.

(c) **Collective Grievance**

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 of any group of employees of the **Italian Space Agency (A.S.I) and Vitrociset (K)** such grievances shall be raised by the shop stewards with the immediate superior in the first instance and in the event 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 referred to the Negotiating Committee and Clauses (3), (4) and (5) of the preceding sub-section shall apply.

(d) **Failure to Reach Agreement**

(i) 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 Labour Relations Act 2007.

(ii) No strike, lockout or other action to stop or hinder the operations of the business of the **Italian Space Agency (A.S.I) and Vitrociset (K)** on a dispute, which has been or should be referred to the Committee shall take place until: -

(a) Deadlock has been recorded in the Committee; and

(b) After such deadlock and seven (7) day's strike or lockout notice has been given and has elapsed in addition to the statutory period stipulated in the Labour Relations Act, 2007.

4. **MODIFICATION TO AND TERMINATION OF THIS AGREEMENT**

This Agreement shall come into force on the ..... 2nd ..... day of February, 2016 and shall continue in force for a minimum period of three years. Thereafter the Agreement shall continue in force until amended or terminated.

Either party wishing to amend or modify the Agreement shall give three 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 Labour Relations Act, 2007.

SIGNED: For and on behalf of the *ITALIAN SPACE AGENCY (A.S.I)*



MR. FRANCESCO DOMINICI  
REPRESENTATIVE OF ITALIAN SPACE AGENCY



MR. SIMONE PIRROTTA  
MANAGER, BROGLIO SPACE CENTRE

SIGNED: For and on behalf of the *VITROCISSET S.P.A (K)*




MR. MAURIZIO TONINELLI  
LEGAL REPRESENTATIVE

SIGNED: For and on behalf of the **UNION OF NATIONAL RESEARCH AND ALLIED INSTITUTES  
STAFF OF KENYA (UNRISK)**

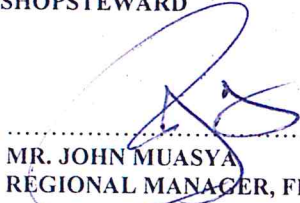


MR. ZACHARIAH ACHACHA  
SECRETARY GENERAL



MR. SAMUEL KIBONI KAHINDI  
SHOPSTEWARD

Witnessed By:

  
MR. JOHN MUASYA  
REGIONAL MANAGER, FKE COAST REGION

FEDERATION OF KENYA EMPLOYERS  
COAST BRANCH  
P.O. Box 24113 MOMBASA

SIGNED at.....**MOMBASA**.....This .....**2ND**.....Day of **FEBRUARY**, 2016.