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The Permanent Secretary.
Telephone: +260 211 222 617
+260 211 228 467



In reply please quote:

No:.....

DL/101/9/347

REPUBLIC OF ZAMBIA

MINISTRY OF LABOUR AND SOCIAL SECURITY

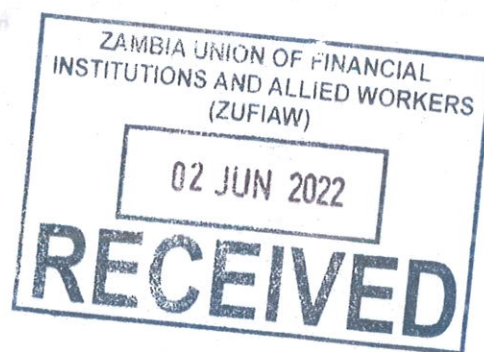
OFFICE OF THE LABOUR COMMISSIONER
DEPARTMENT OF LABOUR
NEW GOVERNMENT COMPLEX
INDEPENDENCE AVENUE
KAMWALA
P.O. BOX 32186
LUSAKA

26th May, 2022

The Director – People Function
ABSA Bank Zambia PLC
LUSAKA.

The General Secretary
Bankers Union of Zambia
LUSAKA.

The General Secretary
Zambia Union of Financial Institutions
& Allied Workers (ZUFIAW)
LUSAKA.



**REF: APPROVAL OF COLLECTIVE AGREEMENT AMONG ABSA BANK ZAMBIA PLC,
ZAMBIA UNION OF FINANCIAL INSTITUTIONS & ALLIED WORKERS AND BANKERS
UNION OF ZAMBIA**

I am pleased to inform you that the Ministry has approved your Collective Agreement pursuant to the provisions of section 71 of the Industrial and Labour Relations Act CAP 269 of the laws of Zambia.

Find enclosed signed copies of the said document for your record and adoption.

Chomba Chibende
Senior Labour Officer (IR)
FOR/LABOUR COMMISSIONER



MEMORANDUM OF COLLECTIVE AGREEMENT

BETWEEN

ABSA BANK ZAMBIA PLC

(Hereinafter referred to as the "Bank")

AND

ZAMBIA UNION OF FINANCIAL INSTITUTIONS AND ALLIED WORKERS (ZUFIAW)

AND

BANKERS UNION OF ZAMBIA (BUZ)



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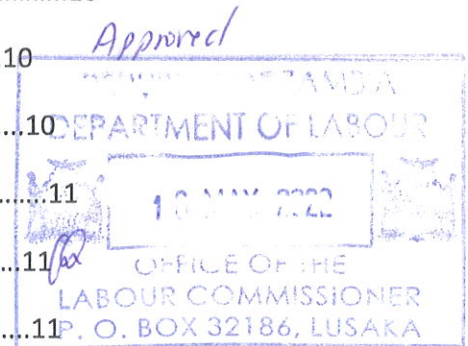
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MEMORANDUM OF COLLECTIVE AGREEMENT

BETWEEN

ABSA BANK ZAMBIA PLC

(Hereinafter referred to as the "Bank")

AND

ZAMBIA UNION OF FINANCIAL INSTITUTIONS AND ALLIED WORKERS (ZUFIAW)

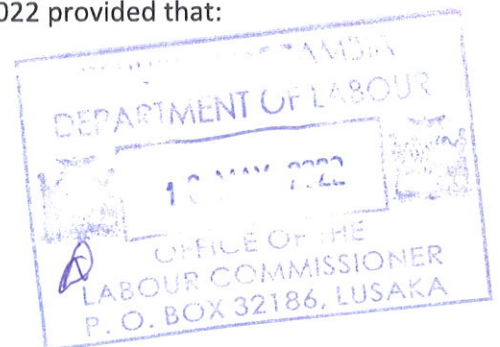
AND

BANKERS UNION OF ZAMBIA (BUZ) (Hereinafter both jointly referred to as the "Union")

Representing employees eligible for representation by the Union in terms of the **RECOGNITION AGREEMENT** approved by the Labour Commissioner on the 1st day of April Two Thousand and Twenty One (BUZ) and signed on 30th April 2013 (ZUFIAW) between the Bank and the Union hereinafter referred both jointly referred to as the "Recognition Agreement"

This Collective Agreement is made between the Bank and the Union covering conditions of service as stipulated in the Recognition Agreement.

Duration of this Collective Agreement shall be for a period of not less than twenty four (24) months commencing 1st January 2021 to 31st December 2022 provided that:



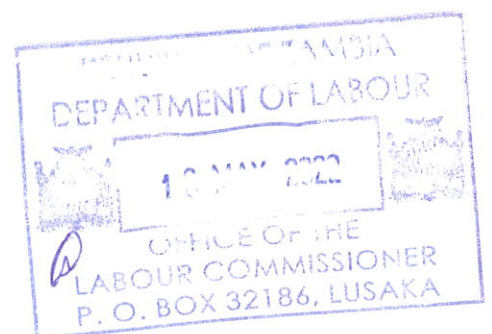
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1. MEMORANDUM OF COLLECTIVE AGREEMENT

- a) The parties agree that the agreed items shall be implemented effective 1st April 2021
- b) Within twelve (12) months of the date of the coming into effect of this Collective Agreement, either party could call for a meeting to review salaries according to prevailing economic conditions during the period.
- c) Any time after twenty one (21) months of commencement of this agreement, either party will give to the other six (6) weeks' notice in writing of its desire for this Agreement to continue in force for a further period to be agreed upon or of its intention to terminate the Agreement or alter any clause herein.
- d) In the event of emergency cases, both parties shall endeavour to meet as soon as possible but not later than fourteen (14) days.
- e) The terms of this Agreement shall be in accordance with the prevailing labour legislation.
- f) The provisions of this Agreement shall be valid only so long as the Recognition Agreement between the Bank and the Union remains in force.
- g) Pending the signing of a new Collective Agreement, this Agreement shall continue in force.
- h) Application for a Change or Amendment - It is agreed that if either the Union or the Bank considers that any part of this Agreement should be changed or amended and if it is also considered that such a change is mutually beneficial to both the Union and the Bank and provided it is clearly seen to be a valid reason to recommend such a change or amendment to this Agreement, it should be undertaken in the following manner:-
 - (i) The Union or the Bank will indicate by letter its intention to discuss a change or amendment to the Collective Agreement.
 - (ii) Such a letter indicated in (i) above will not be considered by the Bargaining Unit unless it is accompanied by written information/evidence or any other communication considered necessary to validate the intention to change or amend the Collective Agreement.
 - (iii) The party requesting the change or amendment shall allow the other party two (2) weeks to consider the request.

The Bargaining Unit shall after two (2) weeks, but not longer than twenty eight (28) calendar days after the date of the original letter, agree to meet to discuss the change.

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2. RATES OF PAY AND OVERTIME

- a) Salaries - The salaries as at 31st May 2021 of Grades BA1 to BA3 (Union) shall be increased by K2,500 (Kwacha Two Thousand Five Hundred) across the board with effect from 1st April 2021.
- b) Salary Advance - Employees may on request draw 25% of their basic monthly salary on the first (1) day of each month as an advance without giving reasons. For emergencies only this may be requested before the first (1) day, giving reasons and will require Line Manager's agreement. The advance will be repaid with an option for repayment of between one (1) month and three (3) months. The advance will be administered through the payroll.
- c) Overtime - Overtime shall be paid at 1½ times the hourly rate on ordinary days and double the hourly rate on Non-working Saturdays, Sundays and Public Holidays.

3. ANNUAL LEAVE ACCRUAL

Leave shall be granted as follows:-

- a) 1st to 5th year of service: twenty four (24) working days exclusive of Saturdays, Sundays and Gazetted Public Holidays.
- b) 6th year of service and over: Thirty (30) working days exclusive of Saturdays, Sundays and Gazetted Public Holidays.

Every year, an employee should take at least one (1) block leave of ten (10) days minimum.

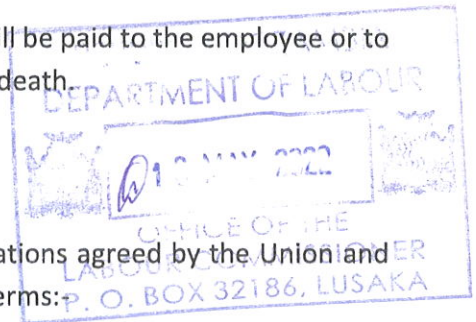
Employees will be required to utilise their annual leave in a given year in accordance with the Employment Code.

4. ANNUAL LEAVE ALLOWANCE

- a) Annual leave allowance shall be paid at the rate of 1.5 x one month's basic salary across the board.
- b) Leave accrued, including during a probationary period will be paid to the employee or to his/her estate in the event of termination of contract or death.

5. STUDY LEAVE

Members of staff who are studying for professional examinations agreed by the Union and the Bank shall qualify for time off to study on the following terms:



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- a) Four (4) days per subject, per sitting including date of examination.
- b) Study leave for any particular subject will end following two (2) cumulative failures in that subject.

6. COMPASSIONATE LEAVE

An employee shall be granted Compassionate Leave of twelve (12) working days per calendar year on the death of spouse, biological or legally adopted child, biological and registered mother or father.

In respect of the death of the blood sibling -seven (7) working days

Documentary evidence must be presented of the passing of the individual entitling the employee to Compassionate Leave.

- a) Nursing of a Sick Child and Spouse: An employee shall be granted leave for the purpose of nursing his/her sick spouse or child provided that he/she produces documentary recommendation from a certified medical doctor registered with the Medical Council of Zambia or Traditional Healer who must be registered with the Traditional Healers Practitioners Association of Zambia stating that presence is required and stating the number of days.

7. UNPAID LEAVE

Management may on application, grant unpaid leave up to a maximum of two (2) years using its discretion in deserving cases and provided that one has served for a continuous minimum period of two (2) years with the Bank.

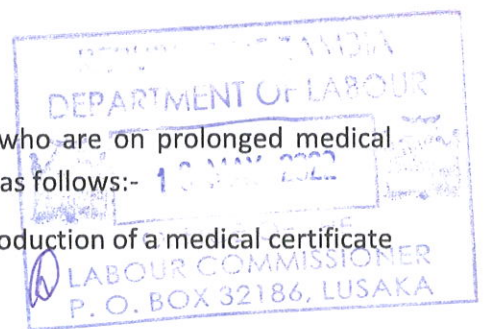
8. SPECIAL LEAVE

An employee who is required by law to attend court proceedings shall be allowed special leave for the number of days required on production of documentary evidence.

9. SICK LEAVE

Employees who are confirmed in their appointments and who are on prolonged medical treatment because of ill health shall be entitled to sick leave as follows:-

- a) The first twelve (12) months on full pay subject to the production of a medical certificate signed by a certified medical practitioner.



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- b) Payment of salary in excess of twelve (12) months shall be at the discretion of Management, and thereafter, Management will appoint a certified Medical Practitioner will determine suitability for continued employment.
- c) Recommendations from registered traditional healers will be recognized as a certificate of absence provided there is a letter from a Government approved medical practitioner stating that the employee could not respond to treatment.
- d) The employer reserves the right to have an employee examined at a Bank appointed medical institution.

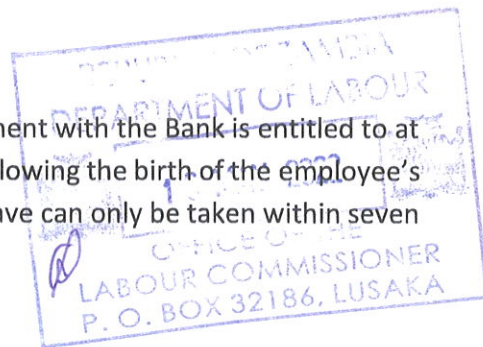
10. MATERNITY LEAVE

- a) Eligible female employees shall be entitled to fourteen (14) calendar weeks paid maternity leave at intervals of not less than two (2) years.
- b) Exceptional cases of a pregnancy occurring in less than two (2) years, only thirty (30) calendar days shall be granted as maternity leave.
- c) Such leave shall be exclusive of annual leave of which the latter shall not be taken together with maternity leave except with agreement of the Bank.
- d) Maternity leave shall be taken either immediately preceding the expected date of delivery, (except that at least six (6) calendar weeks of maternity leave, in such case shall be taken immediately after delivery) or after the delivery
- e) Maternity leave shall, in the case of a multiple birth be extended for a further period of four (4) calendar weeks.
- f) Managers and Departmental Heads will be encouraged to allow sufficient time for breast feeding mothers to breast feed babies (under six (6) months of age) once per day during working hours.

Local circumstances will dictate the time and place for this to take place and the amount of time available.

11. PATERNITY LEAVE

Every male employee who remains in continuous employment with the Bank is entitled to at least five (5) continuous working days of paternity leave following the birth of the employee's child and has submitted a birth record of the child. This leave can only be taken within seven (7) days of the birth of the child.



12. PUBLIC HOLIDAYS

All Gazetted Public Holidays as stipulated by the Government from time to time shall be observed by the Bank.

13. HOURS OF WORK

Hours of work shall be from 08.00 hours to 16.45 hours and flexi hour (where business need exists) is the same number of hours worked between 06.00 hours and 19.00 hours. In both cases the normal working week will be restricted to forty four (44) hours or one hundred and seventy six (176) hours per month inclusive of working Saturdays. Hours in excess of eight (8) hours per day shall constitute overtime.

14. PROTECTIVE CLOTHING AND UNIFORMS

- a) For Commissionaires and Drivers the following shall be provided:-
- (i) Two (2) pullovers, two (2) pairs of shoes, two (2) pairs of socks, two (2) sets of uniforms per annum. All the above mentioned shall be provided with uniforms and equipment consistent with their work.
 - (ii) Drivers and Commissionaires shall be provided with distinct uniforms to distinguish them from the rest.
 - (iii) Any eligible employee who is a field worker shall be provided with appropriate protective clothing.

- b) Custodians/SWIFT staff

Custodians and SWIFT staff shall be provided with two (2) dust coats per annum, breathing masks, two (2) x five hundred (500)g washing powder per month, five hundred (500)ml of milk per day.

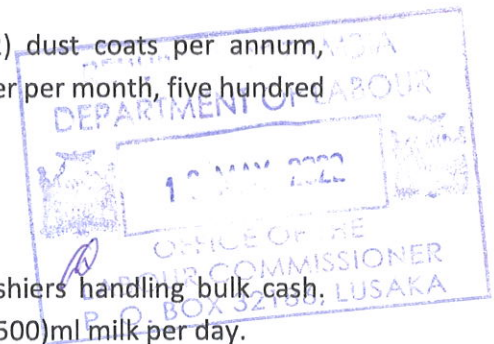
- c) Cashiers

Protective clothing such as smocks shall be provided to cashiers handling bulk cash. Cashiers handling bulk cash will be entitled to , five hundred (500)ml milk per day.

All other cashiers will receive one (1) litre of milk per week.

15. CANTEEN SUBSIDY

- a) Two hundred Kwacha (K200.00) per eligible employee in work locations with more than twenty (20) eligible employees with canteen facilities shall be paid to the Canteen Committee per month to meet running expenses e.g. salaries for cooks, uniforms, etc.



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- b) In work locations with no canteen facilities, eligible employees shall be paid two hundred and fifty Kwacha (K250.00) per month.

16. UPSET / DISTURBANCE ALLOWANCE

Where a member of staff has been transferred or re-deployed at the Bank's request, the Bank will meet the cost of:-

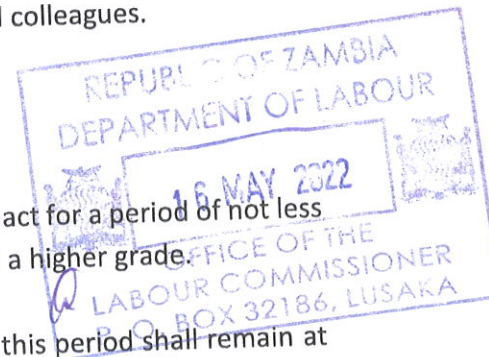
- a) Transport;
- b) School Uniforms/fees paid only once on transfer;
- c) Option of being accommodated by the Bank in the hotel on full bill for two (2) full months and half of full bill in the third month and at Management's discretion thereafter; or a taxable cash sum of two (2) months' salary with a minimum of Kwacha Fifteen Thousand (K15, 000.00) and a maximum of Kwacha Twenty Five Thousand (K25,000.00) only;
- d) 7% of one's annual basic salary shall in addition be paid as disturbance allowance. The above entitlements shall be claimed within two (2) years from the date of transfer.

17. DUST ALLOWANCE

- a) Where a Branch is undergoing renovations or where major repairs are being undertaken, the Bank shall pay one hundred kwacha (K100.00) per week per employee during the dusty period and only in the affected area.
- b) The Bank shall pay for medical check-up for eligible employees.
- c) In special cases, Management will arrange for alternative office space or leave shall be granted to affected staff until the renovations are completed.
- d) The Bank shall not allow colleagues to work in premises that have just been painted with oil paint. Alternative office space shall be arranged for affected colleagues.

18. ACTING ALLOWANCE

- a) For an employee to qualify for Acting Allowance he/she has to act for a period of not less than fourteen (14) cumulative working days within a month in a higher grade.
- b) If an employee acts in the same position for the second time this period shall remain at fourteen (14) cumulative working days.



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- c) The Acting Allowance shall be the highest of either twelve (12)% of monthly salary of the person acting or the difference between the salary of the person acting and the entry point of the acting grade and shall be paid on pro rate basis to the acting period.
- d) An employee nominated to act shall be informed in writing prior to carrying out duties involving payment of acting allowance and responsibility allowance. This therefore means that acting should only be done where confirmation has been communicated in writing by the People Function.

19. RESPONSIBILITY ALLOWANCE

An employee who gets extra responsibilities in the same grade will be entitled to five (5)% of his / her basic salary after completing ten (10) consecutive working days.

20. SHIFT DIFFERENTIAL

Members of staff engaged in shift work will be paid dinner allowance of Kwacha One Hundred and Fifty (K150.00) net of tax per day in lieu of shift differential provided that such occupation shall come between 19.00hours and 06.00hours.

21. IT / ATM /CARD MERCHANTS ALLOWANCES

- a) The following allowances will be paid to the category of members of staff specified as hereunder in lieu of overtime on weekends and public holidays:-
 - (i) ATM Custodians – Kwacha four thousand Kwacha (K4,000.00) gross per month
 - (ii) Card Acquiring Merchants –Kwacha four thousand Kwacha (K4,000.00) gross per month
- b) Information Technology allowance of Kwacha three thousand (K3,000.00) gross per month will be paid to IT Staff in lieu of overtime.

Members of staff who fall in the above categories but work shifts will not be entitled to these allowances.

All other staff including Prestige members of staff will be entitled to overtime

22. TRAVELLING ON DUTY

The following allowances will be paid:-



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a) Allowance - when one is accommodated

Overnight in a hotel when out of station he/she will be entitled to an out of pocket allowances as follows:

- (i) Kwacha One hundred and fifty (K150.00) per day for local travels
- (ii) Kwacha Four hundred (K400.00) per day for foreign travels

These allowances will cover sundry expenses which are cleaning/hygiene/newspaper/ phone calls/drinks.

In addition, the Hotel bill shall be met in full by the Bank which bill will also include reasonable laundry but not dry cleaning. Meals taken in the hotel such as dinner and lunch will be paid by the Bank.

b) Subsistence Allowance – Subsistence allowance shall be paid to an employee to cover the additional expenses he/she has to meet when he/she travels away from his normal station overnight on authorised Bank business and where no accommodation is paid for by the Bank. This allowance shall not be paid to members of staff who stay in accommodation provided by the Bank.

Payment will be made at the rate of Kwacha One Thousand Two hundred (K1,200.00) only, net of tax per night. This will cover accommodation, lunch and dinner.

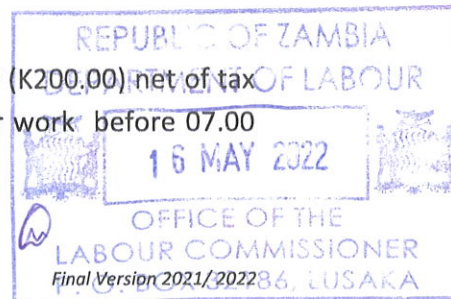
c) Lunch Allowance - Lunch allowance of Kwacha Two hundred (K200.00) net of tax will be paid to:

- (i) A member of staff working out of station during lunch break
- (ii) A member of staff authorised to work through lunch hour
- (iii) A member of staff accommodated in a hotel while out of station and has made his/her own lunch arrangement.
- (iv) A member of staff on an official journey that takes a minimum of three hours (Outside station)

d) Dinner Allowance - Dinner allowance of Kwacha Two hundred (K200.00) net of tax will be paid to:

- (i) Members of staff who leave work after 19.00 hours with prior Management authority.
- (ii) A member of staff accommodated in a hotel while out of station and has made his/her own dinner arrangement.
- (iii) A member of staff on an official journey that takes a minimum of three (3) hours (Outside station)

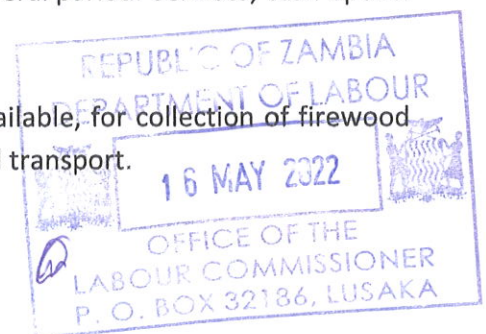
e) Breakfast allowance - Breakfast allowance of Kwacha Two hundred (K200.00) net of tax shall be paid to staff who are asked by Management to report for work before 07.00 hours.



- f) Taxi fares will be reimbursed as follows:-
- (i) For eligible employees who have no option but to work on non-working days.
 - (ii) For eligible employees who leave work after 18.00 hours with prior Management authority.
 - (iii) For staff who are requested by Management to report for work before 07.00 hours.
 - (iv) Where a member of staff chooses to stay in excess of thirty (30)km from the business venue, he/she shall forfeit the total cost of transport and/or reimbursement.
- g) Staggering of Lunch – This will take place between 11.45 hours and 14.45 hours.

23. FUNERAL EXPENSES

- a) In the event of the death of an employee, spouse, child, parent, sibling (blood brother or sister) and registered dependant, the following funeral grants shall be paid:
- (i) Employee : K12, 000 (Kwacha Twelve Thousand only) net of tax
 - (ii) Spouse : K10, 000 (Kwacha Ten Thousand only) net of tax
 - (iii) Child : K9, 500 (Kwacha Nine Thousand Five Hundred only) net of tax
 - (iv) Parent : K6, 000 (Kwacha Six Thousand only) net of tax
 - (v) Sibling : K4, 000 (Kwacha Four Thousand only) net of tax
 - (vi) Registered dependent: K4, 000 (Kwacha Four Thousand only) net of tax
- b) A casket, funeral parlour service and transport to carry mourners shall be provided in the event of death of an employee and spouse. The People Function will guide administratively on the choice of the casket.
- c) A standard coffin, funeral parlour service and transport to carry mourners shall be provided in the case of death of a child ONLY.
- d) Funeral parlour service and transport for mourners shall be provided only to the graveside within the same town. In Places where there are no funeral parlour services, cash option shall be given with guidance from People Function.
- e) Transport will also be provided, where a vehicle is available for collection of firewood and hiring costs shall be paid in the absence of physical transport.



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24. MEDICAL FACILITIES

a) Medical Cover

The Bank will provide medical cover for all employees, their spouse, child/ren and registered dependants through a Medical Scheme to be agreed upon between Management and the Union.

- (i) Registered dependent child/ren must be legally adopted by the employee and registered with the Bank as a dependent child/ren.
- (ii) For detailed terms of the Medical Scheme, refer to the Medical Scheme/Insurance Policy.

b) Medical contribution

Employees will contribute Kwacha One Hundred and Fifty (K150) per month towards medical cover.

25. CONDITIONS OF PREMISES

A reasonably sized refrigerator shall be provided at place of work primarily for storage of water.

26. REPATRIATION OF EMPLOYEE

a) On termination of service all employees are entitled to be repatriated together with their families from places of employment to places of recruitment as stipulated in the Employment Code under the following circumstances:-

- (i) The employee being medically discharged.
- (ii) The employee being declared redundant.
- (iii) Upon normal and early retirement.
- (iv) The employee dying in service in which case the benefits may be payable to the family of the deceased employee.

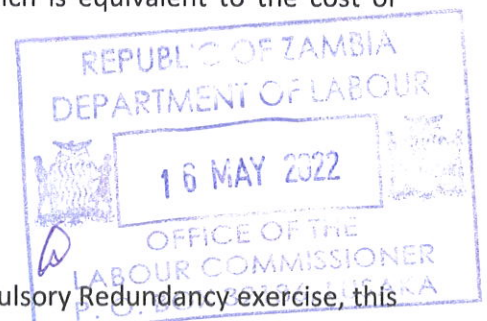
b) However, employees may elect to be repatriated to places of their choice, but the employer shall only meet that portion of the cost which is equivalent to the cost of repatriation to the place of recruitment.

27. MANAGEMENT OF DISCIPLINE

Refer to the Disciplinary and Grievance Policy.

28. REDUNDANCY

In the event that it becomes necessary to undertake a compulsory Redundancy exercise, this will be carried out in accordance with the Compulsory Redundancy Agreement between the Union and the Bank in place at the given time. This will be governed by the Laws of Zambia.



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29. VOLUNTARY SEPARATION SCHEME (VSS)

Management may at its discretion consider and approve an employee's request to proceed on VSS on terms to be agreed with the employee. Details of this scheme are contained in the VSS Policy. This is a management tool.

Upon implementation of any VSS, Management reserves the right to replace or not to replace any impacted positions.

30. VOLUNTARY EARLY RETIREMENT SCHEME (VERS)

Management may at its discretion consider and approve an employee's request to proceed on VERS on terms to be agreed with the employee. Details of the Scheme are contained in the Policy. Upon implementation of any VERS, management reserves the right to replace or not to replace any impacted positions. This is a management method.

31. LONG SERVICE AWARDS

An Employee who completes ten (10), fifteen (15), Twenty (20), Twenty five (25), Thirty (30) and Thirty Five (35) years of unbroken dedicated service shall be entitled to Long Service Awards as follows:-

Ten (10) years – K6, 500.00 (Kwacha Six Thousand Five Hundred only) net of tax

Fifteen (15) years – K9, 000.00 (Kwacha Nine Thousand only) net of tax

Twenty (20) years – K11, 500.00 (Kwacha Eleven Thousand Five Hundred only) net of tax

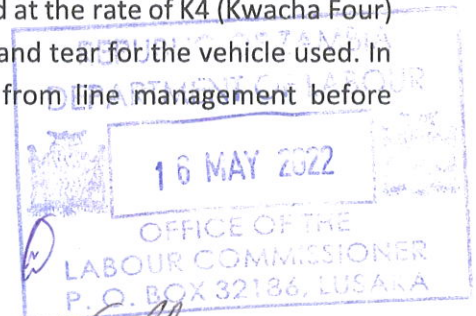
Twenty five (25) years – K14, 000.00 (Kwacha Fourteen Thousand only) net of tax

Thirty (30) years – K16, 500.00 (Kwacha Sixteen Thousand Five Hundred only) net of tax

Thirty five (35) Years – K19, 000.00 (Kwacha Nineteen Thousand only) net of tax

32. MILEAGE

Mileage on business trips authorised by the Bank shall be paid at the rate of K4 (Kwacha Four) only per kilometre. This will cover the cost of fuel and wear and tear for the vehicle used. In all the instances prior approval will have to be obtained from line management before business trips are undertaken.

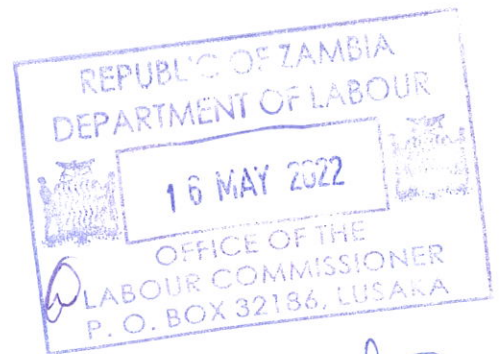


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APPENDIX

2021 Approved Salary Structure for Unionised Employees (BA1 to BA3)

Salary Grade	Entry	Mid-Point	Max
BA1	6,680.07	9,355.33	14,589.42
BA2	9,428.25	13,223.42	16,942.08
BA3	12,117.34	15,796.75	19,125.58



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IN WITNESS whereof we have hereunder set our hands this 17th day of September year Two Thousand and Twenty One.

For and on behalf of Absa Bank Zambia Plc and For and on behalf of Zambia Union of Financial Institutions and Allied Workers and Bankers Union of Zambia.

<p>For and on behalf of Absa Bank Zambia Plc</p>  <p>..... Mizinga Melu MANAGING DIRECTOR</p>	<p>For and on behalf of Zambia Union Of Financial Institutions And Allied Workers</p>  <p>..... Chingati Msiska GENERAL SECRETARY</p>	<p>For and on behalf of Bankers Union Of Zambia</p>  <p>..... John Kabwe GENERAL SECRETARY</p>
<p>For and on behalf of Absa Bank Zambia Plc</p>  <p>..... Chimango Chikwanda DIRECTOR – PEOPLE FUNCTION</p>	<p>For and on behalf of Zambia Union Of Financial Institutions And Allied Workers</p>  <p>..... Alfred Chifota ZUFIAW Delegation Leader</p>	<p>For and on behalf of Bankers Union Of Zambia</p>  <p>..... Melvis Saviye VICE PRESIDENT - BUZ</p>
<p>For and on behalf of Absa Bank Zambia Plc</p>  <p>..... Vincent Chuunga MANAGEMENT DELEGATION LEADER</p>	<p>For and on behalf of Zambia Union Of Financial Institutions And Allied Workers</p>  <p>..... Philip Nguni ZUFIAW Branch Chairperson</p>	<p>For and on behalf of Bankers Union Of Zambia</p>  <p>..... Quincy Chileshe BUZ ABSA BANK BRANCH - CHAIRPERSON</p>

