

# COLLECTIVE AGREEMENT

BETWEEN

**access** >>>

(herein referred to as 'the Bank')

And



**ZUFIAW**

Zambia Union of Financial  
Institutions and Allied  
Workers

(herein referred to as 'the union')

JANUARY 2018 TO DECEMBER 2019



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## 1. Preamble

This Collective Agreement is made this.....day of....., 2018 between the Bank and the Union covering conditions of service representing employees eligible for representation by the Union in terms of the Memorandum of Recognition Agreement between the Bank and the Union.

Duration of this Collective Agreement shall be for a period of not less than twenty four (24) months commencing **1<sup>st</sup> January 2018 to 31<sup>st</sup> December 2019**, provided that:

- a) The parties agree that the agreed items shall be implemented on the effective date, which is the date of this Agreement.
- b) Within 12 months of the date of the coming into effect of this Collective Agreement, either party by giving adequate notice to the other may call for a meeting to review staff salaries.
- c) Any time after 21 months of commencement of this agreement, either party will give to the other six 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 endeavor to meet as soon as possible but not later than 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 Memorandum of Recognition Agreement between the Bank and the Union remains in force but no later than the date of expiry herein if this Agreement is not renewed.
- g) Only subscribing members of the Union shall be entitled to the conditions of service contained in this agreement.
- h) This Agreement shall not apply to non- members of ZUFIAW.

## 2. 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 shall indicate by letter its intention to discuss a change or amendment to the Collective Agreement.

ii) Such a letter indicated in (i) above shall 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 fourteen days to consider the request. The Bargaining Unit shall after fourteen days, but not longer than 28 calendar days after the date of the original letter, agree to meet to discuss the change.

### **3. RATES OF PAY**

Salary shall be negotiated between management and the Union every 12 months and shall be effective from January of each year following conclusive agreement of negotiations.

### **4. HOURS OF WORK**

Hours of work shall be restricted to 45 hours per week and one hundred and seventy six (176) hours per month inclusive of working Saturdays. Subject to the terms and conditions of the Bank's Staff Handbook and the requirement to obtain prior authorization from a Supervisor, overtime will be paid for hours exceeding the working hours in that month under consideration or within a week of each particular month where the hours do not exceed 176.

### **5. LUNCH ALLOWANCE**

- a. Lunch allowance of ZMK 55.00 (fifty five Kwacha) per day shall be paid to staff who are authorized by their supervisor in line with the claims process to work through Lunch break of one hour of between 11:30 to 15:30 hours to allow for flex hours.
- b. The one hour lunch break shall not constitute overtime.

### **6. OVERTIME**

Overtime shall be 1.5 times the hourly rate on ordinary days and double the hourly rate on Sundays and Public holidays.



- a. In addition to overtime which shall be paid at the end of the month, an employee who is authorized to work beyond 19.00hours shall be entitled to K55.00 Dinner allowance and transport to their home.

Prior authorization from the supervisor shall be sought to work overtime in line with the bank authorization procedure in place.

- b. Employees required to work on holidays and Sundays shall be provided with transport to and from home.
- c. Where an employee is required to work on a holiday and Sunday, works during lunch, lunch allowance of K55.00 shall be paid.
- d. Where an employee required to work on Sundays and public holidays beyond 19: 00 hours, he/she shall be entitled to Dinner allowance of K55.00.

## **7. PUBLIC GAZETTED HOLIDAYS**

The Bank and the union agree to observe all gazetted public holidays in Zambia.

## **8. STUDY LEAVE**

An employee on satisfactory proof of registration shall be granted 5(five) calendar days plus the actual days of writing exams. This entitlement will be granted once per annum.

## **9. COMPASSIONATE LEAVE**

On written application and supported by documentary evidence, an employee shall be granted five (5) working days per death on the death of Spouse, child, Father, Mother. This shall not include siblings or other relatives.

## **10. UNPAID LEAVE**

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

However, this does not guarantee that the staff will return to the exact same position.

## **11. LOCAL TRAVEL ON DUTY**

When traveling on duty outside station, the bank shall arrange and pay for reasonable accommodation. However, in the event that the employee opts to make own arrangements, the bank shall pay the employee subsistence allowance of K400.00 per night. Where the bank pays for accommodation and meals, an out of pocket allowance of K120.00 per night shall be paid.

## **12. MATERNITY**

Eligible female employees shall be entitled to 90 calendar days-paid maternity leave after serving the initial 2 years and thereafter on intervals of not less than two years. This leave shall be exclusive of annual leave which later shall not be taken with maternity leave except with agreement of employer and employee.

Breast feeding mothers shall be allowed to knock off one hour earlier than 17: 00 hours or one hour extra during lunch period. The above said privilege shall only subsist for the duration of one year after date of delivery of the baby.

## **13. OUT OF POCKET ALLOWANCE**

An employee attending a fully sponsored seminar/workshop/conference organized by the bank shall be entitled to out of pocket allowance of K120.00 per day.

## **14. PROBATION**

The union may represent newly recruited employees after joining the bank as long as they have successfully completed the required probationary period and have agreed to such recruitment.

The probation period shall be six months with one days' notice from either side to terminate a contract. Management reserves the right to extend the period of probation for up to a further three (3) months stating the reasons for the extension.

## **15. PROTECTIVE CLOTHING**

Archive staff and tellers will be provided with masks and office coats.

## **16. RESPONSIBILITY ALLOWANCE**

- (a) For an employee to qualify for responsibility allowance he/ she is to perform the added responsibilities of another Job in full for a continuous period of not less than 14 calendar days. The position

whose responsibilities are to be added will be equivalent to individuals' job grade.

(b) Responsibility allowance shall be paid at the rate of 10% of the higher salary between that of the incumbent or the person performing the added responsibilities.

(c) An employee nominated to perform added responsibilities shall be informed in writing prior to carrying out duties involving payment of responsibility allowance.

#### **17. RELOCATION ALLOWANCE**

An employee who has been transferred by the bank to another branch outside the district shall be entitled to 50% basic salary and 30 days accommodation allowance.

#### **18. EXTERNAL TRAVEL ALLOWANCE**

External travel related to travel outside of Zambia where such external travel is to a country where the bank has a subsidiary, the applicable allowances shall be \$250.00 per night as per diem.

#### **19. KEY ALLOWANCE**

An employee who manages Vault keys shall be entitled to a monthly allowance of ZMW 1,000.00 per month in addition to monthly salary. The allowance will be stopped in case the employee does not maintain the keys due to change in job role or any other reason.

#### **20. ANNUAL LEAVE ALLOWANCE**

Annual Leave Allowance of 10% (ten percent) of employee's annual basic salary shall be paid to an employee who proceeds on leave.

#### **21. MOTHER'S DAY**

Every female employee shall be entitled to one day's absence from work each month without having to produce a medical certificate.

#### **22. PATERNITY LEAVE**

Eligible male employee shall be entitled to five (5) working days paid paternity leave on the birth of his child with a registered spouse after serving the bank for



an initial period of two years. The paternity leave must be taken within the week of birth of the child. This leave will not be cumulative.

### **23. FUNERAL EXPENSE**

In the event of the death of a direct Employee, spouse, child, or Parent the following grant shall be paid

i. Direct Employee	ZMW 12,500
ii. Spouse	ZMW 5,000
iii. Child (biological/legally adopted)	ZMW 5,000
iv. Parent	ZMW 5,000

### **24. DEATH BENEFITS**

In the unlikely event of the death of the staff member, during service, in order to financially support his / her family, the bank has availed a group life insurance scheme which shall be reviewed from time to time.

### **25. BREAST FEEDING**

Female employee shall be allowed to breast feed their babies once per day during working hours provided the baby is not older than twelve months. Further, the duration of such breast feeding shall be done administratively with a maximum time allowance of one hour.

### **26. REDUNDANCY**

Whenever the requirement for redundancy arises, the parties shall negotiate the terms and package for employees to be declared redundant in accordance with section 26B of the Employment Act CAP 268 of the Laws of Zambia.

### **27. STAFF LOANS**

Staff loans shall be provided in accordance with staff handbook.

All staff loans shall be in line with the Bank's staff loan policy from time to time.

### **28. SALARY ADVANCE**

On request, an employee may be granted salary advance of 50% of gross salary and payable in two monthly installments. The application shall be made before the 15th of the month and deductions shall commence in the same month.

Deductions must be within the debt service ratio.



**29. CHRISTAMAS GIFT**

All employees shall be entitled to one month's basic salary as Christmas gift in the month of December.

**30. STAFF MEDICAL SCHEME**

The bank shall provide a medical scheme for the employee and their immediate family of spouse, biological children and registered dependent.

**31. GRIEVANCES AND DISCIPLINARY CODE**

Subject to the Bank's policies, the bank and the Union shall ensure that staff disciplinary code and procedures is agreed upon for all union members.

**IN WITNESS** whereof we have hereunder set our hands this.....day of....., two thousand and eighteen.

For and on Behalf of  
Access Bank Zambia Limited

\_\_\_\_\_  
Managing Director

\_\_\_\_\_  
Head Human Resources

\_\_\_\_\_  
Legal

For and on Behalf of Zambia Union of  
Financial Institutions and Allied Workers

  
\_\_\_\_\_  
General Secretary

  
\_\_\_\_\_  
Union Team Leader

\_\_\_\_\_  
Branch Chairperson

\_\_\_\_\_  
Bargaining Unit Secretary