

RECOGNITION AGREEMENT

BETWEEN

access >>>

(Hereinafter referred to as “The Bank”)

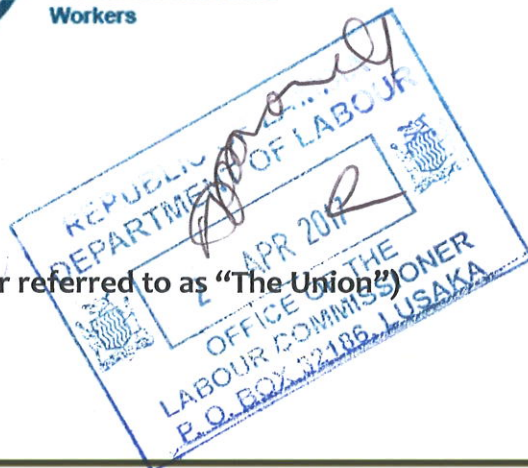
AND



ZUFIAW

Zambia Union of Financial
Institutions and Allied
Workers

(Hereinafter referred to as “The Union”)



THE PARTIES

THE PARTIES AND PREAMBLE”

1. THE PARTIES AND PREAMBLE

1.1 The Parties to this agreement are:-

- a) Access Bank (Zambia) Limited (hereinafter referred to as “the Bank”)
and
- b) The Zambia Union of Financial Institutions and Allied Workers
(Hereinafter referred to as “the Union”)

1.2 The Parties agree to:

1.2.1 maintain a harmonious working relationship based on mutual cooperation which is essential to ensure that the Bank and all its stakeholders achieve optimum results through the working relationship

1.2.2 seek reasonable and satisfactory solutions to disputes, which may arise between them and shall pursue the most expeditious approach to resolving disputes

1.2.3 do everything in their power to promote good industrial relations

1.2.4 early consultation between them where the Bank is considering the introduction of significant new technology or major change in working methods which will affect the staff

1.2.5 be committed to the continued promotion of equal opportunities in employment regardless of employee’s gender, age, marital status, ethnic origins, religion or political affiliation

1.2.6. bind themselves to the terms and conditions below, which shall be enforceable, by law.

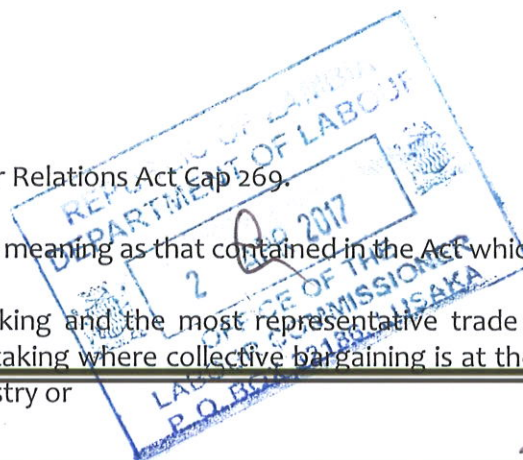
2. DEFINITIONS

In this agreement:-

“Act” means the Industrial and Labour Relations Act Cap 269.

“Bargaining Unit” shall have the same meaning as that contained in the Act which is:

- (a) the management of the undertaking and the most representative trade union representing employees in the undertaking where collective bargaining is at the level of an undertaking, other than an industry or



(b) the negotiating team representing the employers' organisation and the negotiating team representing the trade union in the industry concerned where collective bargaining is at level of an undertaking or industry.

“Collective Agreement” shall have the same meaning as that contained in the Act. This shall also be applicable in case of any amendments to the Act.

“Collective Dispute” shall be construed in accordance with the Act. This shall also be applicable in case of amendments to the Act.

“Committee” means a committee appointed by the Bargaining Unit to deal with specific issues or matters.

“Consultative Forum” shall mean a forum where the Bank and the Union meet for purposes of consultation.

“Day” means a working day from Monday to Friday on which Banks are open for business in the Republic of Zambia.

“Dispute” means a disagreement on any matter pertaining to employment relationship by the parties to a Recognition or Collective Agreement.

“Eligible Employee” means a unionisable Employee other than a member of the Management of an undertaking.

“Employee” means any person who has entered into, or works under, a contract of employment with the Bank whether such contract is express or implied, oral or written, or serving a probationary period of employment, a casual employee, an employee specifically engaged on a temporary basis for work of an intermittent or seasonal nature.

“Manager” or “Management” As provided by the Act. This shall also be applicable in case of any amendments to the act.

“Member” means an Employee who is a paid up member of the Union in accordance with the Union Constitution.

“Union Official” shall mean an Employee elected by the Members to serve on the structures of the Union in terms of the Union Constitution.

“Officer of the Trade Union” shall mean a duly elected or appointed office holder of a trade union including a trustee, but does not include its employees.

“Parties” shall mean the parties to this agreement.

“Union Constitution” means the document attached as Appendix F and as amended from time to time.

“Workplace” shall be interpreted collectively and shall mean all premises of the Bank where the Bank carries on business.

3. RECOGNITION

- a) The Bank agrees to recognise the Union as the bargaining agent for Eligible Employees for so long as the Union remains registered in accordance with the Laws of Zambia (Industrial and Labour Relations Act Cap 269) in force from time to time affecting industrial and labour relations, and for so long as both Parties continue to observe the terms of this agreement and this agreement remains in force.
- b) The Bank recognises that the Union has the right to conduct its affairs in accordance with the Union Constitution and the Act.
- c) The Union recognises the Bank’s responsibility to manage and direct its operations in order to achieve the organisation’s goals with due regard to the employee’s growth, development and employment needs.
- d) The Bank shall have the right to recognise any other Union to enjoy organisational rights, represent its members and participate in collective bargaining with the Bank in recognised negotiation and consultation forum in accordance with the Act.
- e) It is the spirit and intention of this agreement to further the best possible relations between the Parties. In accordance with this principle and the terms of this agreement, the Parties agree to do everything in their power to promote good industrial relations and the Members will respect the rights of other Employees.
- f) The Parties share a common aim in promoting and maintaining good Industrial relations in order to contribute to the efficiency and prosperity of the Bank and its staff.
- g) The parties shall ensure that employer and employee-union activities shall not cause an employee to be in conflict with the expected conduct.

4. SCOPE OF THIS AGREEMENT

This agreement does not apply to Employees performing Human Resource functions and staff on the Management Development Programmes (MDPs). For the avoidance of doubt, this agreement does not apply to Managers or Management and only covers Eligible Employees in grades B1 to B3 and B4 non-management roles or equivalent corporate grades.

5. FREEDOM OF ASSOCIATION

- a) The Bank shall endorse and respect the entitlement of its Employees and persons seeking employment freedom of association as contained in the Act and in the event of any infringement pertaining to this entitlement, the Union may invoke its rights accordingly.
- b) The Union agrees that it will not initiate or support any action or proceedings designed or calculated to compel any Employee in the Bank to be or to become a Member against his or her will.
- c) The Bank agrees that it will not take any disciplinary action against a Union Official on account of any legitimate activities in his or her capacity as Union Official. The Bank acknowledges that it is the prerogative of the Union to discipline its officials for any unconstitutional or improper acts committed by them in their capacity as Union Officials.
- d) The Bank undertakes not to discriminate against, penalize, victimise or disadvantage any Employee on account of his or her Union membership and will not interfere with the affairs of the Union. The Union likewise undertakes not to interfere with the normal functions of Management and undertakes not to intimidate non Members.
- e) The Parties to this agreement recognise that their officers and elected representatives shall accept responsibility for compliance by their members with the conditions and procedures laid down in this Agreement and agree to take all possible steps to prevent or bring to an end as speedily as possible any action taken by their members which is at variance with the agreement or any other agreement subsequently negotiated between the Bank and the Union.
- f)
- g) The Bank undertakes to afford such facilities Union Officials as are mutually agreed as being necessary for the latter to carry out their duties as representatives of Eligible Employees at various Workplaces.
- h) The Union agrees that Employee representatives will not leave their Workplaces for any purpose in connection with their duties as representatives without permission of their appropriate Bank officers. Such permission shall not be unreasonably withheld.
- i) The Union recognises that it is the prerogative of the Bank to discipline its Employees for any improper acts done by them in their capacity as Employees provided that in the case of Eligible Employees the Union is informed within two (2) working days of the disciplinary hearing. Such action shall be in accordance with the Bank's Disciplinary and Grievance Procedure.

6. ELECTIONS AND NOTIFICATION

- a) Both Parties recognise the Union's right to duly elect Union Officials or to appoint Union Officials as representatives of its Members, to act on their behalf in terms of the Union Constitution.

b) UNION OFFICIAL

i) Notification

- a. Disciplinary action against a Union Official shall not be taken without prior notice and consultation with the Union. The Bank undertakes to notify the General Secretary of the Union in writing the names and designation of the Union Officials in Human Resources Department and the Executive and to advise the changes thereof within 30 days of such change being effected.
- b. The Union undertakes to notify the Bank through the Head of Human Resource the names and designation of Union Officials within 30 days of the date of any changes.
- c.

ii) Rights and Duties of Union Officials

- a) Union Officials, Management and Members shall, in order to maintain sound employee relations ensure that they are conversant with and observe the provisions of this agreement and other applicable policies and procedures.
- b) The Bank undertakes to ensure that a copy of this agreement is accessible to all Members and Managers at each Workplace in hard or soft copy format whichever is more accessible.
- c) Union Officials and Management shall endeavour to settle problems, which they or any Members may have within the Bank and shall perform their duties by utilising the applicable procedures and channels provided for and or referred to in this agreement.

7. THE BARGAINING UNIT

- a) The Bargaining Unit hereafter referred to as ("the Unit") will undertake collective bargaining by considering and negotiating proposals which may be initiated by the Bank or by the Union relating to matters which are of common interest to the Parties.

The Parties agree that the negotiations will be undertaken in accordance with the provisions of the Laws of Zambia (Industrial and Labour Relations Act Cap 269) and this agreement.

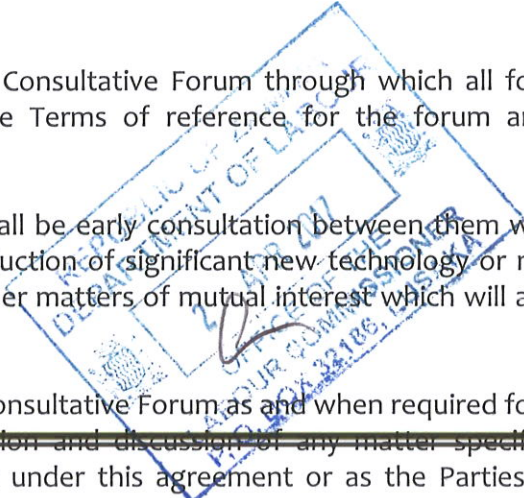

- b) The Unit may delegate any of its powers to a committee or committees consisting of such of its number as it deems fit.

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- c) A committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any direction of the Unit and a power so exercised shall be deemed to have been exercised by the Unit.
 - d) The members of such a committee may elect one of their number as Chairperson of their meeting.
 - e) It is hereby agreed that the subjects listed in Appendix "A" hereto are for negotiation between the Parties.
 - f) It is hereby agreed that the subjects listed in Appendix "B" hereto shall not be for the negotiation
 - g) It is hereby agreed that the subjects listed in Appendix "C" hereto shall be for consultation between the Parties.

9. COLLECTIVE BARGAINING CLAIMS/DEMANDS PROCEDURE

- a) These shall mean all claims/demands for alterations to matters specified in Appendix 'A' of the agreement which may affect Eligible Employees or any group of Eligible Employees of the Bank.
- b) Such claims/demands shall be raised in writing by either Party. If raised with the Bank, by the Union's General Secretary and if raised with the Union, by the Head of Human Resources. Full details of the claims/demands will be given.
- c) On receipt of such claims/demands either Party shall, as soon as possible and within fourteen (14) days from the date of such claim, indicate in writing their acceptance or otherwise. In the event of either Party expressing itself in writing of the dissatisfaction, the matter shall be referred to a meeting at the Bargaining Unit within fourteen (14) days from the date of the communication. If no settlement is reached at Bargaining Unit level, either party can refer the dispute to conciliation in accordance with the Act.

10. CONSULTATIVE FORUM

- a) The Parties hereby establish a Consultative Forum through which all formal engagement shall take place. The Terms of reference for the forum are at Appendix D.
 - b) The Parties agree that there shall be early consultation between them where the Bank is considering the introduction of significant new technology or major change in working methods or other matters of mutual interest which will affect the Eligible Employees.
 - c) The Parties agree to meet in a Consultative Forum as and when required for the purpose of consultation, notification and discussion of any matter specifically outlined as requiring consultation under this agreement or as the Parties may mutually agree as appropriate for consultation.
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d) A reasonable prior period of notification to convene a Consultative Forum shall be given by either Party.

e) The Bank retains the responsibility ultimately to decide and manage the affairs of the Bank to the satisfaction of its stakeholders, and Employees.

11. SETTLEMENT OF COLLECTIVE DISPUTES/ DISPUTE RESOLUTION

a) If at any meeting the Unit is unable to reach agreement upon any claim or demand referred to it under clause 9, then the provisions of Part IX of the industrial and Labour Relations Act Cap 269 shall apply as read with Appendix E.

b) Disputes and grievances arising from the interpretation or implementation of this agreement shall be handled in accordance with the procedure set out in Appendix E of this agreement.

12. COMMUNICATION AND DISCLOSURE OF INFORMATION

a) Press Statements:

i. All negotiations between the Parties shall be conducted on a confidential basis and no unilateral press statements on the subject of any negotiations shall be released by the Parties whilst negotiations are in progress, provided that this shall not prevent the Union from consulting with its members and provided that either party may publish reports on progress made at the negotiation in its own internal communication media.

ii. Any press statement, electronic media or radio and television coverage on any agreement reached shall prior to release be agreed to by the Parties concerned.

iii. Any internal publication of the Union may only be distributed through the Bank's network of facsimile machines, electronic mailing system and/ or internal mail system, or be posted to the branches for distribution to Members, with the specific permission of the Head of Human Resource.

iv. The Parties agree that any statement or any publication on any matter whatsoever shall reflect and honour the spirit of this agreement.

b) Disclosure of Information:

i. The Bank will continue to provide Employees and their representatives, in convenient form, the information published in the annual report. Such other



information without which the Union would be materially handicapped in the collective bargaining process will also be furnished.

ii. Any such information so provided shall not be disclosed to any third party without the express permission of the Bank. Similarly, information given in confidence, by the Union, to the Bank shall not be disclosed to any third party by the Bank without the express permission of the Union.

c) General Communications, Notices and use of Notice Boards:

i. The Union agrees that the Bank shall maintain uninterrupted communications with its Employees in addition to the provision of procedural rights to the Union. The Bank similarly recognises the Union's rights to maintain uninterrupted communications with its Members and in normal circumstances the Bank also agrees to provide the Union with facilities for the distribution of material which is not in the opinion of the Bank, either inaccurate in its content or harmful to labour relations.

ii. The Union shall not display or distribute any notices, pamphlets or publications on the Bank's notice boards or elsewhere on the Bank's premises without prior permission from the Head of Human Resources which permission shall not be unreasonably withheld.

iii. Written permission may, subject to whatever conditions may be set, be granted by Management to the Union for the erection of permanent notice boards for use by the Union on the Bank's premises, to be located in a position agreed to by both Parties.

iv. Union notices, pamphlets or publications on the Bank's notices boards shall be treated with respect and not be removed or damaged in any manner.

13. PAID LEAVE/ LEAVE OF ABSENCE FOR UNION OFFICIALS

a) Eligible Employees who are Union Officials shall normally be granted leave of absence with pay by the Bank on formal request and with reasonable notice to the Bank to attend meetings. Such leave of absence shall not be unreasonably withheld.

b) Union Officials who are part of the Bargaining Unit or Consultative Forum shall be afforded a reasonable amount of paid time off to attend sittings and activities of the Bargaining Unit or Consultative Forum between the Bank and the Union, which paid time off will be for the purposes of preparation for (directly prior to Bargaining Unit meetings) and participation in the said meetings. Such paid time off shall be controlled and be granted within context of the provisions of this paragraph.

c) Whenever the Union requests paid leave of absence for its Members to attend meetings of the Union, the Bank agrees not to unreasonably withhold

permission of such absence . Notice of such absence shall be given at least 14 calendar days before the date on which a meeting is to be held whenever practicable. Request for leave of absence must be addressed to Head Office to Human Resources Department of the Bank clearly marked for the attention of the Head of Human Resources.

- d) All leave in terms of this clause shall be subject to the discretion of the Bank Manager of the Union Official, but may not be unreasonably withheld.
- e) Leave granted in terms of this clause cannot be accumulated or converted into cash and any leave not taken during the period which it is granted shall be forfeited.

14. AMENDMENT TO AGREEMENT

- a) This agreement shall be reviewed every two years and in any case not later than every fourth year following its signing. This provision is solely for the purpose of ensuring that the agreement is in line with the Bank's policies, international best practice and in accordance with the law. It may not be employed by either party to terminate or amend the agreement.
- b) This agreement may be amended by the Unit by agreement between the Parties upon a proposal to do so. A proposal to amend this agreement shall be dealt with under clause 8 except that at least 28 calendar days shall be allowed for consideration of the proposal before the meeting of the Unit.¹

15. UNION SUBSCRIPTIONS

- a. In accordance with section 22 of the Industrial and Labour Relations Act Cap 269, the Bank agrees, with the consent of Eligible Employees who are members of the Union, to recover subscription fees as prescribed from time to time and to remit same to the Union.
- b. The remittances referred to in (a) above shall be given by Closed cheque marked "Not Negotiable" and "Account Payee Only" and sent to the Head Office of the Union or by electronic payment means directly to the Union's designated account.
- c. The Union undertakes to notify the Head of Human Resources at least one month prior to any changes in Union subscriptions.
- d. The Union undertakes to advise the bank account details to which these monies shall be remitted to in writing.
- e. The Union shall duly inform the Bank to stop any deductions by way of stop order when a Member ceases to be required to pay subscriptions in accordance with the Union Constitution. The Union agrees to indemnify the Bank from any liability due to any failure or delay to do so.

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- f. The Bank undertakes to remit any Union member subscriptions not later than 7th day of the month after which such deductions have been made.

16. TERMINATION OF AGREEMENT

- a) This agreement may be terminated by either the Bank or the Union by not less than three months notice in writing. Grounds for termination shall be:
- i) by mutual consent
 - ii) on breach of any provision of this agreement, or
 - iii) the need to amend or replace the agreement by a new one negotiated by the Parties hereto or
 - iv) when one or both of the Parties cease to be a legal entity.
 - v) when the Union ceases to have sufficient level of membership as required by the Act
 - vi) any other manner in accordance with the Act.
- b) As from the date of such notice, the Unit shall not be empowered to consider new proposals. Proposals before the Unit shall be dealt with under this agreement during the period of notice only, subject to such other arrangements as the Parties may agree for the conclusion of business.

17. UNION CONSTITUTION

The Union shall provide the Bank with a copy of its constitution and shall send the Bank a copy of any amendments, which may be made to its constitution from time to time within one month of the enactment of such amendment.

18. WHOLE AGREEMENT

This agreement, including the annexures, constitutes the whole Recognition Agreement between the Parties.

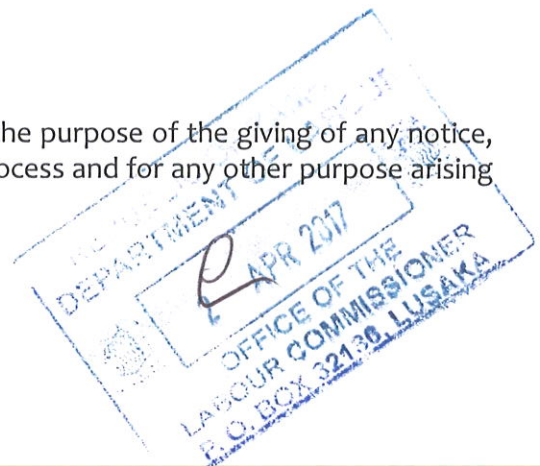
19. ADDRESS FOR SERVICE OF NOTICES

The Parties choose the following address for the purpose of the giving of any notice, the payment of any sum, the service of any process and for any other purpose arising from this agreement as follows;

The Bank:

Access Bank (Zambia) Limited
Head Office, Plot 682
Cairo Road, Northend,
Lusaka

ATTN: The Head of Human Resources



The Union:

ZUFIAW
1st Floor, Luangwa House
Cairo Road
Lusaka

ATTN: The General Secretary

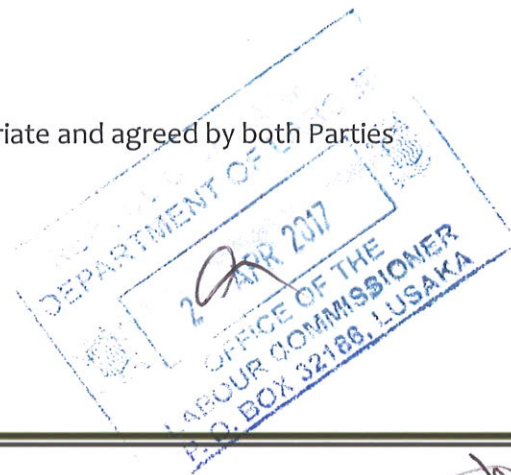
20. GOVERNING LAW

This agreement shall be governed by the laws of the Republic of Zambia.

APPENDIX 'A'

SUBJECTS FOR NEGOTIATION

1. Rates of pay and overtime
2. Annual leave and attendant conditions
3. Hours of work
4. Redundancy packages
5. Sick leave and benefits
6. Grievance procedure and Disciplinary code
7. Medical scheme
8. Funeral grant
9. Maternity leave
10. Any other issues as may be deemed appropriate and agreed by both Parties



APPENDIX 'B'

SUBJECTS NOT FOR NEGOTIATION

1. All staff Bonuses, incentive schemes, other discretionary payments and performance based payments
2. Management Methods

APPENDIX 'C'

SUBJECTS FOR CONSULTATION

1. Occupational Health and Safety
2. Principles of Separation
3. Home Ownership & Staff loans
4. Social and Sports activities
5. Pension Scheme
6. Uniforms and protective clothing



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APPENDIX 'D'

Consultative Forum -Terms of Reference

1. PURPOSE

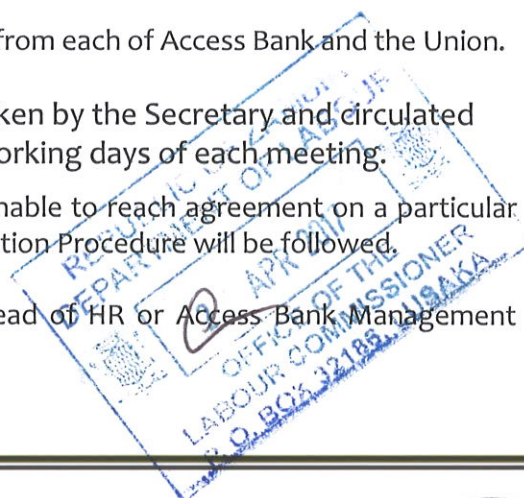
- (a) To act as the principal body for undertaking consultation between the Bank and the Union.

2. MEMBERSHIP

- (a) Members of the Forum for Access Bank shall be:
 - (i) Head of Human Resources
 - (ii) Additional Bank participants as necessary depending on the subject under discussion but limited to five participants
- (b) Members of the Forum for the Union shall be:
 - i. The ZUFIAW Branch Chairperson
 - ii. The Branch Secretary
 - iii. Additional Union participants as necessary depending on the subject under discussion but limited to five participants.
- (c) Secretariat to the Forum will be provided by Access Bank HR.

3. FREQUENCY AND OPERATION OF MEETINGS

- (a) Meetings will be quarterly unless a matter arises which requires mutual consultation.
- (b) Quorum shall be a minimum of 3 from each of Access Bank and the Union.
- (c) Minutes of meetings will be taken by the Secretary and circulated to Forum members within 4 working days of each meeting.
- (d) In the event that the Forum is unable to reach agreement on a particular issue, the Internal Dispute Resolution Procedure will be followed.
- (e) Meetings shall be chaired by Head of HR or Access Bank Management their absence.



4. SCOPE AND RESPONSIBILITIES OF THE FORUM

- a) Shall operate as a forum for Management to explain changes to policy or major technological changes in the business that affect Eligible Employees and obtain views from the Union.
- b) Shall operate as a sounding board for any changes being proposed by Management that affect Eligible Employees
- c) Shall operate as a forum for the Union to seek any clarifications on any policies or Management action.
- d) Shall operate as a forum at which matters of mutual interest between the Parties are discussed and ideas shared.

APPENDIX 'E'

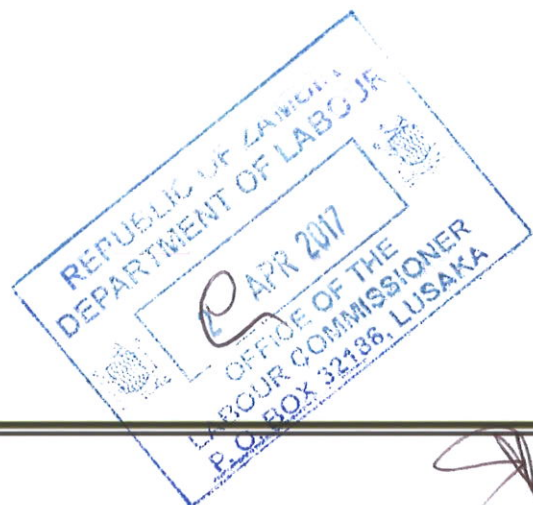
INTERNAL DISPUTE RESOLUTION PROCEDURE

- i. The Bank and the Union will undertake consultations under this agreement as expeditiously as is possible for both Parties. To this end there will be a minimum of delay in arranging meetings, conference calls or video conferences at each stage of the procedure and both Parties will commit sufficient resource to enable this.
- ii. Both Parties commit to raising a formal Final Failure to Agree (as outlined in (v) below) only once the consultation process has been exhausted at Consultation Forum level.
- iii. The Parties accept that they have a joint responsibility to discuss potential disputes informally at the earliest stage possible via Employee Relations.
- iv. It is agreed that no strike or industrial action short of a strike shall take place until all stages in these dispute escalation procedures have been exhausted and all other means of reaching settlement have been explored.
- v. If a dispute arises at Consultation Forum level then either Party may within 7 days escalate the issue to a Dispute Resolution Committee comprising the Bank's Chief Executive Officer and Head of HR representing the Bank and General Secretary of the Union and Branch President representing the Union for consideration.

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- vi. In the event that the Dispute Resolution Committee is unable to resolve the dispute (whether or not following a referral from the Consultative Forum under sub paragraph (ii) above) either Party may register a Final Failure to Agree with the other Party within 5 business days and the procedure will, on such failure being notified in writing to the other Party, be deemed to be exhausted (but will not prevent the Parties from resuming consultations or negotiations).

 - vii. The Bank and the Union are in agreement that the time scales defined above do not preclude the use of adjournments to duly consider proposals by either Party. During adjournments the time scales for escalation of the process will be suspended pending proposals having been fully considered.

APPENDIX F: Union Constitution

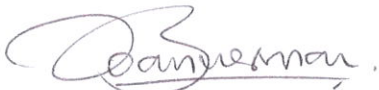


IN WITNESS whereof we have hereunder set our hands this ^{24th} ~~Fourteen~~ ^{MARCH} ~~SEVENTEEN~~ day of the year
Two Thousand and ~~Fourteen~~ ^{SEVENTEEN}

For and on behalf of Access Bank

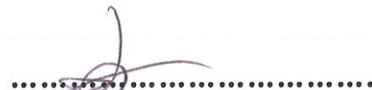
For and on behalf of Zambia Zambia

Union for Financial Institutions
and Allied Workers.



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JOANA BANNERMAN
MANAGING DIRECTOR

.....
HEAD - HUMAN RESOURCES



.....
ESTHER MPORZI




.....
GENERAL SECRETARY

MUSEHO MASENGA



TRUSTEE



.....
DELUXE B. MWANZA

