

ADDENDUM

TO THE MEMORANDUM OF COLLECTIVE AGREEMENT

FOR THE PERIOD

1ST APRIL 2022 – 31ST MARCH 2024

BETWEEN

AFRICAN BANKING CORPORATION ZAMBIA LIMITED

(Hereinafter referred to as the "Bank")



AND

THE ZAMBIA UNION OF FINANCIAL INSTITUTIONS & ALLIED WORKERS

(Herein after referred to as the "Union")



NEGOTIATED SALARIES FOR THE PERIOD

1ST APRIL 2023 - 31ST MARCH 2024

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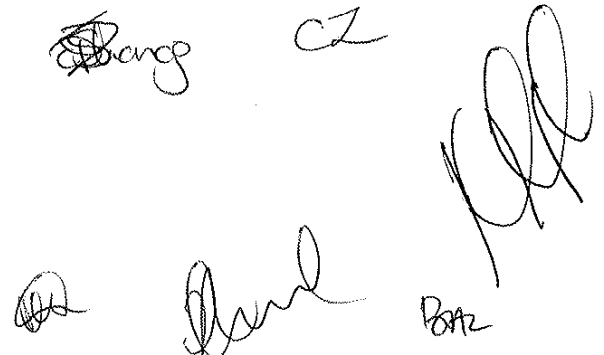
This Salary Negotiations Agreement is made on the 8th day of May 2023 between African Banking Corporation Zambia Limited, T/A Atlas Mara and the Zambia Union of Financial Institutions & Allied Workers (ZUFIAW), having met in free association to negotiate the Wages for eligible employees as determined by the Recognition Agreement of 27th March 2018.

The duration of this Agreement shall be one (1) year effective 1st April 2023 to 31st March 2024. The conditions of this agreement are:

1. Unionized staff member's salaries be increased by a base figure of K850 for the period 1st April 2023 to 31st March 2024.
2. In the event of an emergency, both parties shall endeavour to meet as soon as possible but not later than ten (10) days from date of event.

This Salary Negotiation and any amendments which may be made thereafter from time to time shall be applicable to the following categories of paid-up Unionised employees of African Banking Corporation Zambia Limited:

- a) Contract employees who are graded 1.9 to 2.13
- b) Permanent full-time employees in Grades 1.7 to 2.13
- c) Represented Employees who are eligible for representation by the Union in terms of Clause 2 (Scope of the Agreement) of the Memorandum of Recognition Agreement signed on 27th March 2018.



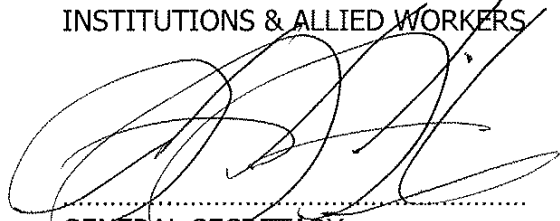
IN WITNESS whereof we have hereunder set our hands this 8th Day of **May**, Two Thousand and Twenty-Three.

For and on Behalf of
AFRICAN BANKING CORPORATION ZAMBIA
LIMITED, T/A ATLASMARA

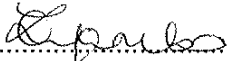


.....
MANAGING DIRECTOR/CEO
BOBBLINE CHEEMBELA

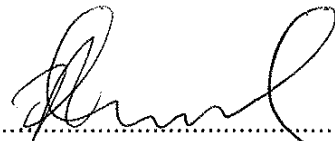
For and on Behalf of
ZAMBIA UNION OF FINANCIAL
INSTITUTIONS & ALLIED WORKERS



.....
GENERAL SECRETARY
KASAPO SUNDREA KABENDE



.....
EMPLOYEE RELATIONS MANAGER
CONSTANCE M. ZYAMBO



.....
ATLAS MARA UNION CHAIRPERSON
HOPE SIMWABA



.....
MANAGEMENT DELEGATION LEADER
CHRISTOPHER MWELO



.....
UNION DELEGATION LEADER
PATRICK KASONDE



.....
CHAIRPERSON – BARGAINING UNIT
MASOZI MHANGO





ZUFIAW
Zambia Union of Financial
Institutions and Allied
Workers

COLLECTIVE AGREEMENT

BETWEEN

AFRICAN BANKING CORPORATION ZAMBIA LIMITED T/A ATLAS MARA
(Herein after referred to as the "Bank")

AND

THE ZAMBIA UNION OF FINANCIAL INSTITUTIONS AND ALLIED WORKERS
(Herein after referred to as the "Union")

APPROVED

1ST APRIL 2020 – 31ST MARCH 2022

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PREAMBLE

Representing employees eligible for representation by the Union in terms of the **Memorandum of Recognition Agreement** between the Bank and the Union as represented ZUFIAW.

The Collective Agreement is made this **13th day of May 2020** between the Bank and the Union covering Conditions of Service.

Duration of this Collective Agreement shall be for a period of not less than twenty-four (24) months commencing 1st April 2020 provided that:

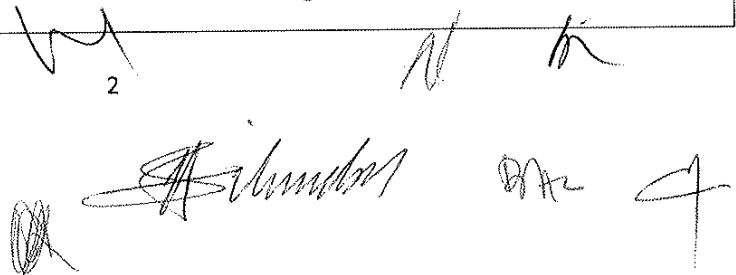
Collective Agreement

- a) The parties agree that the agreed items shall be implemented effective 1st April 2020.
- b) Within 12 months of the date of the coming into effect of this Collective Agreement, either party could call for a meeting to review 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 **10 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.

Applications for a Change or Amendment-

It is agreed that if either the Union or the Bank consider 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:

2



- a) The Union or the Bank shall indicate by letter its intention to discuss a change or amendment to the Collective Agreement.
- b) Such a letter indicated in (i) above shall not be considered by the Bargaining Unit unless it is accompanied by a written information/evidence or any other communication considered necessary to validate the intention to change or amend the Collective Agreement.
- c) The party requesting the change or amendment shall allow the other party **ten** days to consider the request. The bargaining Unit shall after **ten** days, but not later than 28 calendar days after the date of the original letter, agree to meet to discuss the change.

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1.0 BASIC PAY

- 1.1 The salaries obtaining at the date of commencement of this agreement shall be increased by Kwacha One Thousand (ZMW1,000.00) gross per Unionised employee across the board.
- 1.2 Basic salary adjustments shall be negotiated on an annual basis.

2.0 OVERTIME

- 2.1 Overtime shall be paid out one and a half times the hourly rate on ordinary days and Saturdays while double the hourly rate will apply on Sundays and Public Holidays.
- 2.2 Hours worked beyond Forty-Eight (48) hours per week shall constitute overtime.

3.0 ON-CALL/RESPONSIBILITY ALLOWANCE

- 3.1 An employee who is required to fulfill duties such as ATM or Vault Custodian which falls outside of normal working hours will be entitled to On-Call Allowance.
- 3.2 An employee who has been given an additional responsibility of holding ATM or Vault Keys will be entitled to Responsibility Allowance of K1,200. Such an employee will have been appointed through a delegated authority and the allowance will be paid on a monthly basis together with the monthly pay on pay day.

4.0 ACTING ALLOWANCE

An employee who is required to act in a capacity higher than his/her substantive position will be informed in writing. Acting Allowance shall be at the rate of 20% of his/her salary or the actual difference between his/her salary and the entry level of the acting grade whichever is higher provided that the acting period goes up to 21 working days or more.

5.0 SALARY ADVANCE

Employees may apply for a maximum of four (4) salary advances per annum to be deducted over three months, a new application shall be subject to liquidation of any outstanding balance on any advance.

6.0 UNIFORMS & PROTECTIVE CLOTHING

- 6.1 **Uniforms**

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6.2 The Bank shall provide good quality uniforms to all Bank employees.

6.3 **The Bank shall provide the following on an annual basis:**

- i) Two pairs of shirts
- ii) One scarf for ladies
- iii) One tie for men

The Bank shall also provide protective clothing:

- i) Dust coats for staff handling bulk cash and areas of high dust such as archives
- ii) Face Masks for employees dealing with bulk cash
- iii) Personal Protective Equipment to any employee working in potentially hazardous areas
- iv) 250ml of milk shall be provided every day to all cash tellers and should be consumed within the premises of the Bank.

The Bank shall provide one packet of detergent paste/powder to drivers and support staff measuring Five Hundred (500) grams per month.

7.0 MEAL ALLOWANCE

Provided that such work is pre-approved by the Line Manager, a meal allowance of One Hundred Kwacha (K100.00) shall be paid to an employee who will:

- 7.1 Work during their meal time and may be unable to take any other time off to have their lunch.
- 7.2 Dinner for working beyond 19:00
- 7.3 As well as those required to work beyond 14:00 on Saturdays, and
- 7.4 Those required to work beyond 13 hours on Sundays and public holidays.

8.0 TRANSPORT ALLOWANCE

With prior approval from the Line Manager, an employee who works beyond 19:00 hours or on Public Holidays or Sunday shall be paid transport allowance of K160.00 one way. The said Transport Allowance will not be receipted and will be paid within a radius of 30 kilometers.

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8.1 Mileage

Mileage will be paid at K5.00 per kilometer and should be claimed on a distance of above 30 kms.

9.0 NIGHT SHIFT ALLOWANCE

An allowance of K300 per eight-hour shift shall be paid to all employees who work between 18:30 pm to 06:00 am.

10.0 DISTURBANCE/REPATRIATION ALLOWANCE

10.1 An employee who is permanently transferred to another Branch or station outside the town of his present place of work or one who is transferred from a radius of more than 30km from current work station on Management's instructions shall be entitled to disturbance allowance at the rate of two months' (2) grossed up salary and upkeep of six (6) days at K700 per day.

10.2 In the event that an employee fails to find accommodation after the initial six (6) days, the Line Manager shall apply for an additional six (6) days at K700 per day for the employee to find accommodation for a discretionary approval. The application shall be directed to Human Capital Operations and copied to the Head of Human Capital.

10.3 The Bank will bear the cost of transport for the employee's household effects to the new station of duty.

10.4 However, disturbance allowance, provision of transport and upkeep allowance shall not apply if an employee is transferred at his or her own request.

11.0 ANNUAL LEAVE

11.1 All employees that have served the Bank for ten years and less shall accrue 2.1 days per month or 25 working days leave per annum and those that have served the Bank for more than ten years shall accrue 2.5 days per month or 30 days leave per annum.

11.2 Employees can take any given number of days as leave but leave pay shall only apply when the days exceed 18 days at any given time.

11.3 The 2.5 leave day's monthly accrual will also apply to those employees who have served the Bank for ten years or less and are already enjoying the condition of service at the time of signing this agreement.


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11.4 An employee is allowed to carry no more than five (5) days to the following year. Leave days in excess of five days not taken at the volition of the employer at the end of the year shall be considered for commutation.

12.0 UNPAID LEAVE

Management may, on application, grant unpaid leave of up to a maximum of two years in deserving cases provided the employee has served a continuous minimum of a two-year period with the Bank. Further, while an employee proceeds on unpaid leave, the Bank shall reserve the right to replace the vacancy left. Upon return from the two-year unpaid leave, the Bank shall offer available vacancies to the employee. Otherwise if no vacancies are available, such an employee shall separate with the Bank under resignation. Unpaid leave shorter than one year shall not render a vacancy.

13.0 LEAVE DAYS COMMUTATION

- 13.1 Outstanding leave days shall be aligned to the new Employment Code Act No. 3 of 2019 by 31st December of each year.
- 13.2 All outstanding leave balances to be payable in the event that the leave was not taken at the volition of the employer
- 13.3 The mentioned leave days in (11.1) above shall be less than five (5) days.

14.0 MATERNITY LEAVE

- 14.1 Female employees who have completed at least two years of continuous service with the Bank shall be granted 14 weeks maternity leave with full pay; and an additional four weeks for multiple births.
- 14.2 In exceptional cases of pregnancy occurring in less than two years, 30 calendar days shall be granted as maternity leave.
- 14.3 A female employee shall not forfeit that employee's annual leave entitlement because of having taken maternity leave.
- 14.4 In the case of a miscarriage or still born child, such an employee shall not resume work within six weeks of the date of the delivery of the employee's child, unless a medical doctor certifies that the employee is fit to resume work.
- 14.5 A female employee must not be given work in excess of a normal day's work, two months before the employee's estimated date of delivery.

14.6 Subject to a recommendation by a health practitioner, a female employee who is pregnant shall not perform duties;

(a) requiring continuous standing; or that may be detrimental to that employee's health and that of the employee's unborn child.

(b) Where a pregnant or nursing employee performs work that is detrimental to the employee's health or that of the employee's child or unborn child, such an employee will be offered suitable alternative employment, if practicable, in terms and conditions that are not less favourable than that employee's terms and conditions of employment.

14.7 A female employee shall be exempted from working at night, if the employee is;

(a) pregnant and in the third trimester of pregnancy; or

(b) nursing a child who is aged six months or below

15.0 BREASTFEEDING

A breastfeeding mother is entitled to one hour every working day to breastfeed a child under six (6) months of age during working hours.

16.0 PATERNITY LEAVE

Eligible male employees shall be entitled to five (5) continuous working days paid paternity leave on the birth of his child with his registered spouse after serving the initial two years and thereafter at intervals of not less than two years. The paternity leave must be taken within the first seven (7) days of birth of the child or it will be forfeited. This leave will not be cumulative.

17.0 COMPASSIONATE LEAVE

17.1 On written application and supported by documentary evidence, paid compassionate leave shall be granted to the employee on the death of spouse, biological and legally adopted children, blood sister/brother, parent or dependent.

However, if more time is needed for compassionate leave, an employee can apply for annual leave.

17.2 Nursing of a Sick Child and Spouse

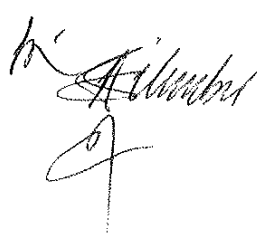
An employee shall be granted leave up to a maximum of 10 days per annum for the purpose of nursing his/her sick spouse or child provided

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that he/she produces documentary recommendation from a doctor registered with the Medical Council of Zambia stating that his/her presence is required and stating the number of days.

17.3 Special leave

An employee who is required by law to attend court proceedings as a state witness shall be granted, on presentation of proof, special leave for the number of days required. In the case where an employee has been sued in his/her own individual capacity, or is the Complainant, he/she will be required to apply for normal annual leave.

18.0 STUDY LEAVE

18.1 On production of satisfactory proof of registration for relevant studies to job enrichment, study leave of 10 calendar days, inclusive of the actual day of writing examinations shall be granted on annual basis.

18.2 Where it is proved that the period of writing examinations exceeds 10 days, annual leave days shall be taken. Leave shall be in consultation with the Line Manager.

19.0 STUDY GRANT

Study grants shall be in line with the Learning & Development Policy of Human Capital from time to time.

20.0 STUDY INCENTIVES

An employee who completes studies will be entitled to consideration and reimbursement of fees spent provided that:

20.1 The Program is completed within specified time of study

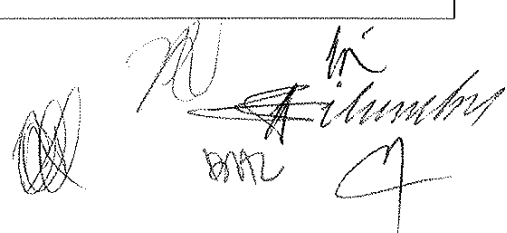
20.2 The Program is aligned to the business needs

20.3 An employee agrees to be bonded for two years

20.4 The Program is a Degree or equivalent

21.0 STATUTORY ABSENCE

Female employees shall be entitled to one day's absence in a month without being subject to any questions regarding the absence.



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22.0 PROLONGED SICK LEAVE

Employees who are on prolonged medical treatment because of ill health shall be entitled to sick leave as follows:

- 22.1 The first three months on full pay, subsequent three months on half salary and the next six months shall be unpaid unless under Management's discretion, and subject to the production of a medical certificate signed by a doctor registered with the Medical Council of Zambia. Thereafter, an approved Doctor registered with the Medical Board of Zambia will determine his/her suitability for continued employment.
- 22.2 Written recommendations from registered traditional healers will be recognized as certificates of absence on medical grounds provided there is a letter from a Government approved medical practitioner confirming that after attending the Government hospital the nature of the employee's illness could not be cured.

23.0 MEDICAL DISCHARGE BENEFITS

- 23.1 Medical Discharge shall be covered under Group Life Assurance (GLA) which is subject to amendment from time to time.
- 23.2 In the event that the law is more favourable, Section 38(6) of the Employment Code Act No. 3 of 2019 will take precedence which states that; "An employee whose employment is terminated on medical grounds under subsection (4) is, in addition to any other accrued benefits, entitled to a lump sum of not less than three months' basic pay for each completed year of service."
- 23.3 Such an employee shall also be entitled to 3 months cover on loans and bank charges.

24.0 FUNERAL GRANT

- 24.1 The Bank shall provide a K10,000 grant in form of funeral services in the event that an employee, spouse or child die. The Bank shall also grant an amount in cash as stated:
- (i) Employee or spouse - K9,000
 - (ii) Child - K7,000
- 24.2 On the death of a parent, the Bank shall only provide a cash grant of K4,000.00.

25.0 DEATH IN SERVICE

- 25.1 This shall be covered under Group Life Assurance (GLA) which is subject to amendment from time to time.
- 25.2 In the event that the law is more favourable, Section 54(e) of the Employment Code Act No. 3 of 2019 says, "where an employee dies in service, the severance pay shall be two months' basic pay for each year served under the contract of employment."

26.0 STAFF PENSION

The Bank shall provide a private pension scheme to its eligible employees at applicable rates. The employees will be required to subscribe to the scheme in line with eligibility. Pension shall be provided as per Pension Trust Deed from time to time.

27.0 MEDICAL FACILITY

The Bank shall cover medical in line with the Medical Insurance Policy from time to time.

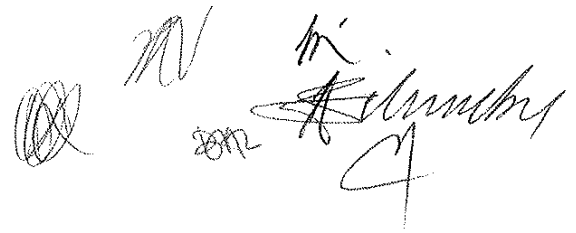
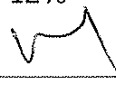
28.0 CONDITIONS OF PREMISE

- 28.1 A reasonable sized refrigerator and a water fountain shall be provided shall be provided at place of work in common areas.
- 28.2 Where major rehabilitation works are to be done, Management and the Union Representatives at local level will forewarn staff concerned of the impending renovations to ensure that business disruption is minimized.
- 28.3 The Bank shall ensure that no employees are exposed to hazardous work environments such as oil paint or dust from breaking walls. Alternative office space shall be arranged for affected employees.

29.0 STAFF LOANS

Loans will be disbursed to eligible employee's subject to availability of funds. The following rates shall apply:

- (i) Educational loan – 10%
- (ii) Mortgage – 8%
- (iii) Car loan – 12%
- (iv) Personal loan 12%



30.0 LONG SERVICE AWARDS

An employee who completes the following years of unbroken dedicated service shall be entitled to Long Service Awards as follows:

30.1 10 years - K7,500 (Seven Thousand Five Hundred Kwacha)

30.2 15 years - K11,000 (Eleven Thousand Kwacha)

30.3 20 years - K13,000 (Thirteen Thousand Kwacha)

30.4 25 years - K15,000 (Fifteen Thousand Kwacha)

31.0 OUT OF POCKET/SUBSISTENCE ALLOWANCES/UNION BUSINESS

When an employee travels away from their normal station of duty on Bank business, reasonable accommodation and meals will be provided in lieu of which subsistence allowance will be paid at the following rate:

31.1 The Bank shall arrange for accommodation and pay Out Of Pocket allowance of K190.00

31.2 Kwacha Seven Hundred (K700.00) shall be paid where the employee makes own arrangement.

The Bank will continue to offer support to the Union in its activities.

32.0 TREATMENT OF EMPLOYEES AT WORK

All Employees shall be treated fairly and with respect regardless of gender, age, tribe race and religion.

33.0 LABOUR DAY CELEBRATIONS

The Bank shall ensure that staff participate in labour day activities every year and an award presentation shall be held to reward deserving staff organized by a Committee appointed at Management's discretion but will include Union representation.

34.0 WORK HOURS

Work hours shall be as follows:

34.1 Normal hours of work shall be a minimum of Forty-Eight (48) hours per week or One Hundred and Seventy-Six (176) hours per month. However, lunch hours are flexible to meet the demands of the jobs in the Bank. Hours in excess of 48 hours per week shall constitute

overtime. Overtime will be paid for hours exceeding the normal working hours in that month under consideration. Work days and start and end times will be determined by management based on the business requirements.

34.2 Monday – Friday 08:00 hours to 17:00 hours

34.3 Saturdays 08:00 hours to 13:00 hours

35.0 DISCHARGE THROUGH RESIGNATIONS/DISMISSALS

35.1 Resignations shall be as per Contract of Employment, Conditions of Service and Law.

35.2 Discharged employees' loans will be changed to commercial rate one month of separation or in line with the credit policy unless medically discharged. The period of commercializing the loans shall have a waiting period of three (3) months following their leaving the bank (with the exception of staff who are dismissed based on fraud).

35.3 The employee will be entitled to one month's notice or one month's pay in lieu of notice, cash in lieu of accrued leave days, and refund of both employers and own pension contributions, if any, in accordance with the Pension's Act. The pension contributions shall be paid by the Fund Administrators in accordance with the Service Level Agreement with the Bank.

36.0 GRATUITY

Gratuity for staff on fixed-term contracts of one year and above shall be paid at 25% of the total gross salary which will be prorated according to the period of employment.

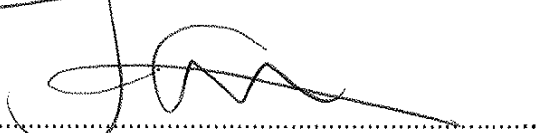
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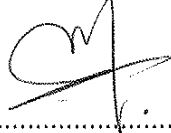
IN WITNESS whereof we have hereunder set our hands this 13th day of May Two Thousand and Twenty.

For and on behalf of
AFRICAN BANKING CORPORATION ZAMBIA
LIMITED (T/A ATLAS MARA)



MANAGING DIRECTOR/CEO
JAMES KONI

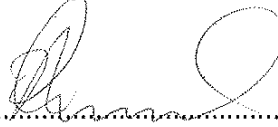
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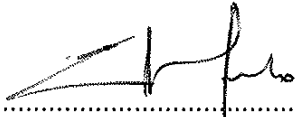
GENERAL SECRETARY
CHINGHATI MSISKA



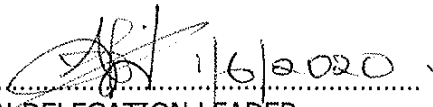
GROUP EMPLOYEE RELATIONS MANAGER
CYNTHIA KATONGO CHANDA



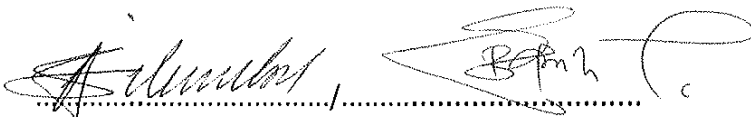
ATLAS MARA UNION CHAIRPERSON
HOPE SIMWABA



MANAGEMENT DELEGATION LEADER
CHRISTOPHER MWELO



UNION DELEGATION LEADER
ALFRED CHIFOTA



CHAIRPERSONS - BARGAINING UNIT
MOOKA SILUMBU / BOBBLINE CHEEMBELA