

COLLECTIVE AGREEMENT

BETWEEN



**AFRICAN BANKING CORPORATION ZAMBIA LIMITED TIA 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")

**FOR THE PERIOD
1ST APRIL 2022 - 31ST MARCH 2024**



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1. INTRODUCTION

This Collection Agreement (CA) is made on the 17th Day of May, 2022 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 and Conditions of Service for eligible employees as determined by the Recognition Agreement of 27th March 2018.

The duration of this Agreement shall be Two (2) years effective 1st April 2022 to 31st March 2024 provided that:

- a) Within Twelve (12) months, either party could call a meeting to review salaries according to the prevailing economic conditions.
- b) Three (3) months prior to the expiry of this Collective Agreement, either party will give six (6) weeks written notice to the other party of its desire:
 - i for the Collective Agreement to continue in force for a further period to be agreed upon by the parties
 - ii to terminate this Collective Agreement
 - iii to alter Clause(s) in the Collective Agreement
- a) 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.
- b) The provisions of this Collective Agreement shall remain valid for as long as the Memorandum of Recognition Agreement between the Bank and Union remain in force.
- c) The terms and provisions of this Collective Agreement shall be in accordance with the prevailing provisions of the Labour Laws of Zambia.

2. ELIGIBILITY

This Collective Agreement 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 the African Banking Corporation Zambia Limited:



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- a) Contract Employees who are graded 1.9 to 2.3 and employed on Fixed Term Contracts
- b) Established employees who are on permanent full-time employment in Grade 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.

3. APPLICATION OF THE 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:

- 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 (a) 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.
- 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 request to discuss a change or amendment letter, agree to meet to discuss the change.



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1. BASIC PAY

1.1 The salaries obtaining at the date of commencement of this agreement shall be increased by **Zambian Kwacha Five Hundred Only (ZMW500.00)** base increment across the board and performance-based increments will be awarded as below:

1.2

Performance Rating	% Increment of Current Pay
1 — Outstanding	10%
2 — Very Good	7%
3 — Good	5%
4 — Below Average	Nil
5 — Poor Performance	Nil

NOTE: Basic salary adjustments shall be negotiated on an annual basis

2.0 HOUSING ALLOWANCE

2.1 Housing Allowance shall be paid to all Fixed Term Contract and Permanent members of staff that do not have a running mortgage. The allowance shall be paid at **10%** of basic pay every month. The 10% Housing Allowance supersedes the current housing allowance that is paid each month of ZMW550.00.

3.0 OVERTIME

3.1 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.

3.2 Hours worked beyond **Forty-Eight (48)** hours per week shall constitute overtime.

4.0 ON-CALL / RESPONSIBILITY ALLOWANCE

4.1 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.

4.2 An employee who has been given an additional responsibility as mentioned in 4.1 of holding ATM or Vault Keys will be entitled to Responsibility Allowance of **Zambian Kwacha One Thousand Five Hundred Only (ZMW1,500)**. Such an employee will have been appointed in the role and the allowance will be paid on a monthly basis together with the monthly pay on pay day.



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4.3 An employee who ceases to perform these functions or proceeds on leave or is transferred to a new duty station where they are not carrying out these functions is not entitled to this allowance. Such an employee is required to inform their Line Manager and Human Capital to cease payment of this allowance immediately.

NOTE: An employee who falls under 4.1 above cannot claim this allowance twice in a month.

5.0 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.

6.0 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 an advance.

7.0 UNIFORMS AND PROTECTIVE CLOTHING

7.1 Uniforms

The Bank shall provide good quality uniforms to all Bank employees as detailed below.

7.2 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

7.3 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



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- iii) Personal Protective Equipment to any employee working in potentially hazardous areas
- iv) 250mls 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.

8.0 MEAL ALLOWANCE

Provided that such work is pre-approved by the Line Manager, a meal allowance of One Hundred Kwacha and Fifty (**ZMW150.00**) shall be paid to an employee who will be:

- 8.1 Working during their mealtime and may be unable to take any other time off to have their lunch.
- 8.2 Who will be required to work beyond 19:00
- 8.3 Required to work beyond 14:00 on Saturdays, and
- 8.4 Required to work beyond 13:00 hours on Sundays and public holidays.

9.0 TRANSPORT ALLOWANCE

9.1 With prior approval from the Line Manager, an employee who works beyond 19:00 hours or on Public Holidays or on Sunday shall be paid transport allowance of **K200.00** one way. The said Transport Allowance will not be receipted and will be paid within a radius of 30 kilometers.

9.2 Mileage

Mileage will be paid at Zambian Kwacha Six (**K6.00**) per kilometer and should be claimed on distance of above 30 kms.

10.0 NIGHT SHIFT ALLOWANCE

An allowance of Zambian Kwacha Three Hundred Only (**K300**) per eight-hour shift shall be paid to all employees who work between 18:30 pm to 06:00 am.



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11.0 OUT OF POCKET/SUBSISTENCE/UNION BUSINESS

- 11.1 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:
- 11.2 An employee who shall be accommodated by the Bank during business trips or during training shall be entitled to an out-of-pocket allowance of **Zambian Kwacha Two Hundred and Fifty (K250.00)** per night.
Zambian Kwacha One Thousand Only (**K1,000.00**) shall be paid where the employee makes own accommodation arrangements.

The Bank will continue to offer support to the Union in its activities.
- 11.3 Where a member of staff travels on Bank business to an area which necessitates an overnight stay, a retrievable cash advance will be given. In this instance, payment of hotel accommodation and cost of meals must be made directly to the institution and is not transferable as an allowance.

Receipts must be provided within 72 hours of return to the office. Failure to do so will result in disciplinary action under "Dishonest Conduct". The quantum of the cash advance to be given shall be **Zambian Kwacha One Thousand Five Hundred only (ZMW1,500).**

12.0 DISTURBANCE/REPATRIATION

- 12.1 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 basic salary and upkeep allowance of six (6) days at **Zambian Kwacha One Thousand Only ZMW1,000** per day.
- 12.2 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 the rate of **Zambian Kwacha One Thousand Only ZMW1,000** 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.



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- 12.3 The Bank will bear the cost of transport for the employee's household effects to the new station of duty.
- 12.4 However, disturbance allowance, provision of transport and upkeep allowance shall not apply if an employee is transferred at his or her own request.
- 12.5 The disturbance allowance will be recovered from an employee who resigns from employment within the first six months of arrival at the new station.

13 ANNUAL LEAVE

- 13.4 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.
- 13.5 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.
- 13.3 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.
- 13.4 An employee is allowed to carry no more than five (5) leave 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.

14 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.



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15 LEAVE COMMUTATION

- 15.1 Outstanding leave days shall be aligned to the new Employment Code Act No. 3 of 2019 by 31st December of each year.
- 15.2 All outstanding leave balances to be payable in the event that the leave was not taken at the volition of the employer. Employees that do not take leave when scheduled will forfeit their leave days unless they can prove that they did not take leave at the volition of Management.
- 15.3 The mentioned leave days in (15.1) above shall be less than five 5 days.

16 MATERNITY LEAVE

- 16.1 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.
- 16.2 In exceptional cases of pregnancy occurring in less than two years, 30 calendar days shall be granted as maternity leave.
- 16.3 A female employee shall not forfeit that employee's annual leave entitlement because of having taken maternity leave.
- 16.4 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.
- 16.5 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.
- 16.6 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.



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- 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.

16.7 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 (6) months or below

17 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.

18 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.

19 COMPASSIONATE LEAVE

19.1 On written application and supported by documentary evidence, paid compassionate leave with full pay for a period of at least twelve (12) calendar days in a calendar year shall be granted to an employee on the death of spouse, biological and legally adopted children, blood sister/brother, parent or dependent.

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



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19.3 Nursing of a Sick Child and Spouse

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

19.4 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.

20 STUDY LEAVE

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

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

21 STUDY GRANT

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

22 STUDY INCENTIVES

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

22.1 The Program is completed within specified time of study

22.2 The Program is aligned to the business needs

22.3 An employee agrees to be bonded for two (2) years

22.4 The Program is a Degree or Equivalent



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22.5 The Bank will pay for membership to professional bodies inclusive of payment of annual subscription fees to professional bodies that are recognized by the Bank including but not limited to; ACCA, CIMA, ZIBFS, ZIHRM, etc., provided that it is in one's line of work.

23 STATUTORY ABSENCE

Female employees shall be entitled to one (1) day's absence in a month without having to produce a medical certificate or give reason to the employer .

24 PROLONGED SICK LEAVE

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

24.1 The first three (3) months on full pay, subsequent three (3) months on half salary. Where an employee does not recover from the illness or injury, after six months from the date of the illness or injury, the employee's entitlement to sick leave shall cease, 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.

24.2 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.

25 MEDICAL DISCHARGE BENEFITS

25.1 Medical Discharge 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 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."

25.3 Such an employee shall also be entitled to three (3) months cover on loans and bank charges.



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26 FUNERAL GRANT

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Description	Funeral Service	Cash Grant
Employee	15,000	11,500
Spouse	13,000	9,500
Child	10,000	7,500

26.2 On the death of a parent the Bank shall only provide a cash grant of K6,000.00.

27 DEATH IN SERVICE

27.1 This shall be covered under Group Life Assurance (GLA) which is subject to amendment from time to time.

27.2 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."

28 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 and Rules from time to time.

The Union may field a member of staff for nomination and/or election for office of Trustee of the Staff Pension Scheme. Such a member should meet the requirements of the Pensions & Insurance Authority (PIA) for office of Trustee.

29 MEDICAL FACILITY

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

30 CONDITIONS OF PREMISE

30.1 A reasonable sized refrigerator and a water fountain shall be provided at place of work in common areas.



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30.2 Where major rehabilitation works are to be done, Management and the Union Representatives at local level will fore-warn staff concerned of the impending renovations to ensure that business disruption is minimized.

30.3 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.

31 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%

32 LONG SERVICE AWARDS

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

32.1 10 years – K8,500 (Eight Thousand Five Hundred Kwacha)

32.2 15 years – K12,000 (Twelve Thousand Kwacha)

32.3 20 years - K14,000 (Fourteen Thousand Kwacha)

32.4 25 years - K16,000 (Sixteen Thousand Kwacha)

32.5 30 years – K22,500 (Twenty-two Thousand Five Hundred Kwacha)

33 TREATMENT OF EMPLOYEES AT WORK

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

34 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.



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35 WORK HOURS

Work hours shall be as follows:

35.1 Normal hours of work shall be a maximum 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. Workdays and start and end times will be determined by management based on the business requirements. However, in general working hours are as below:

35.2 Monday — Friday 08:00 hours to 17:00 hours

35.3 Saturdays 08:00 hours to 13:00 hours.

36 DISCHARGE THROUGH RESIGNATIONS/DISMISSALS

36.1 Resignations shall be as per Contract of Employment, Conditions of Service and the Laws of Zambia.

36.2 Discharged employees' loans will be changed to commercial rate 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 and/or medically discharged).

36.3 The employee will be entitled to 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.

37 GRATUITY

Gratuity for staff on fixed-term contracts of one (1) year and above shall be paid gratuity at 25% of the total current basic pay which will be prorated according to the period of employment.



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38 REDUNDANCY

In the event of Redundancy, the following shall apply:

- 38.1 Two months' pay for each year served, subject to negotiation
- 38.2 Six months medical cover
- 38.3 Cover on loans shall be as per Credit Policy



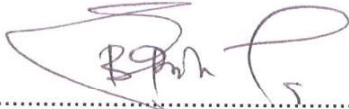
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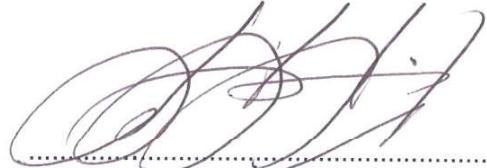
IN WITNESS whereof we have hereunder set our hands this 17th Day of **May**, Two Thousand and Twenty-Two.

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

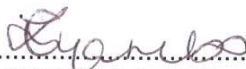


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MANAGING DIRECTOR/CEO
BOBBLIN CHEEMBELA

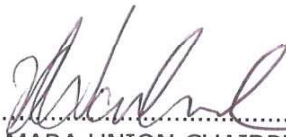
For and on Behalf of
ZAMBIA UNION OF FINANCIAL
INSTITUTIONS & ALLIED WORKERS



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GENERAL SECRETARY
KASAPO SUNDREA KABENDE



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



.....
ATLAS MARA UNION CHAIRPERSON
HOPE SIMWABA



.....
MANAGEMENT DELEGATION LEADER
CYNTHIA KATONGO CHANDA



.....
UNION DELEGATION LEADER
PATRICK KASONDE



.....
CHAIRPERSON – BARGAINING UNIT
MASOZI MHANGO

