



MEMORANDUM OF RECOGNITION AGREEMENT

BETWEEN

African Banking Corporation Zambia Limited T/A Atlas Mara
(Hereinafter referred to as "Atlas Mara or the Bank")

AND

The 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) Atlas Mara

and

(b) The Zambia Union of Financial Institutions and Allied Workers

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 resolutions to disputes which may arise between them and shall pursue the most expeditious approach to resolve 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 affiliations.
- 1.2.6 Bind themselves to the terms and conditions below, which shall be enforceable by law.

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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 employer s' organization 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.

"Collective Dispute" shall be construed in accordance with 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 day on which Banks are open for business in the Republic of Zambia.

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

"Eligible Employee" means a unionized employee other than a member of the Management of an undertaking.

"Union Member" means any person who has entered into, or works under a written contract of employment with the Bank other than any individual serving a trial or probationary period of employment, a casual employee or an employee specifically engaged on a temporary basis for work of an intermittent or seasonal nature.

"Manager" or "Management" in relation to an employee means a person:

- (a) Who is a Head of an Institution or undertaking and has authority to hire, suspend, promote or demote an employee of the institution or undertaking;
- (b) Who is a Head of a Department in the financial, operational, human resource, security or policy matters of the institution or undertaking
- (c) With decision-making authority in the financial, operational, personnel or policy matters of an institution or undertaking and who represents and negotiates on behalf of the institution or undertaking in collective bargaining or negotiations with trade unions; or
- (c) With written institutional authority, to perform the functions referred to in paragraphs (a), (b) or (c) and which includes staff from grades 3L 15 and above.

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A signature that appears to be "J".
A signature that appears to be "M".
A signature that appears to be "N".
A signature that appears to be "Z".

"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 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 recognize 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 recognizes that the Union has the right to conduct its affairs in accordance with the Union Constitution and the Act.
- (c) The Union recognizes 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 recognize any other Union to enjoy organizational rights, represent its members and participate in collective bargaining with the Bank in recognized 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 within 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.

4. SCOPE OF THIS AGREEMENT

This Agreement does not apply to Employees performing Human Resource functions and Staff on the Management Development Programmes (MDPs). Employees reporting directly to the Chief Executive Officer are also exempt from this Agreement. For the avoidance of doubt, this Agreement does not apply to Managers or Management and only covers members of the Union who perform non-management roles or equivalent corporate grades.

It is understood that the matters negotiated between the parties to this Agreement shall be confined to all eligible employees.



3

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 its entitlement, the Union may invoke its rights accordingly.
- (b) The Union agrees that it will not initiate or support any actions or proceedings designed or calculated to compel any Employee 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, victimize 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 recognize that their officers and elected representatives shall accept responsibility for compliance by their members with the conditions and procedures laid down in the 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) The Bank undertakes to afford such facilities to Union officials as are mutually agreed as being necessary for the latter to carry out their duties as representatives of Union members at Various Workplaces.
- (g) 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.
- (h) The Union recognizes 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 Union members, the Union is informed within two (2) working days of the disciplinary hearing. Such action shall be in accordance with the Disciplinary and Grievance Procedure.

6. ACCESS TO AND MEETINGS ON BANK PREMISES

The Bank undertakes to afford such facilities to 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 provided that reasonable notice of such a request is made.

7. ELECTIONS AND NOTIFICATIONS

- (a) Both parties recognize 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.



4

(b) **UNION OFFICIALS**

(i) Notification

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

(ii) Rights & Duties of Union Officials

- a. The Union Officials, Management and Members shall, in order to maintain sound employee relations shall 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 endeavor to settle problems, which they or any Members may have within the Bank and shall perform their duties by utilizing the applicable procedures and channels provided for and or referred to in this Agreement.

8. 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 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 member as it deems fit.
- (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 member as Chairperson of the meeting.
- (e) It is hereby agreed that the subjects listed in Appendix "A" hereto are for negotiation between the parties.

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- (f) It is hereby agreed that the subjects listed in Appendix "B" hereto shall not be for 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 Capital. Full details of the claims/demands will be given.
- (c) On receipt of such claims or 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. COMMUNICATION AND DISCLOSURE OF INFORMATION

- (a) Press Statement
 - (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 Capital.
 - (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 supplied to shareholders and 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.

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- (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.
- (d) 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 recognizes 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 Capital 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 notice boards shall be treated with respect and not be removed or damaged in any manner.

11. PAID LEAVE/LEAVE OF ABSENCE FOR UNION OFFICIALS

- (a) Union Members 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 Human Capital Department of the Bank clearly marked for the attention of the Head of Human Capital.
- (d) All leave in terms of this Clause shall be subject to the discretion of the 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.

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12. AMENDMENT TO AGREEMENT

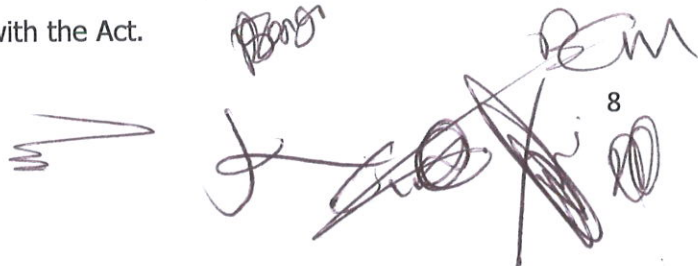
- (a) This Agreement shall be reviewed every two years and in any case, not later than every fourth year following its signing. This provision is solely for the purpose of ensuring that the agreement is in line with the Bank's policies, international best practice and in accordance with the law. It may 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.

13. 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 transmitted by electronic payment means directly to the Union's designated accounts, of ZUFIAW and 10% of the collected Union dues to FFTUZ in line with the provisions of the Laws from time to time.
- (c) The Union undertakes to notify the Head of Human Capital at least one month prior to any changes in Union subscriptions.
- (d) The Union undertakes to advise the Bank account details to which these months 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.
- (f) The Bank undertakes to remit any Union member subscriptions not later than 7th day of the month and after which such deductions have been made.

14. 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.



15. 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 or the enactment of such amendment.

16. WHOLE AGREEMENT

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

17. 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 the agreement as follows:

The Bank

African Banking Corporation Zambia Limited T/A Atlas Mara
Alas Mara House
Corner of Church and Nasser Roads
Lusaka

The Union

ZUFIAW
1st Floor, Luangwa House
Cairo Road
Lusaka

ATTN: The General Secretary

18. GOVERNING LAW

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

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[Signature]
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APPENDIX 'A'
SUBJECTS FOR NEGOTIATION

1. Rates of Pay including applicable rewards philosophies applied and Overtime
2. Leave and Leave Pay
3. Hours of Work
4. Principles of Redundancy, Retirement and Redundancy Package
5. Uniforms and Protective Clothing
6. Breastfeeding
7. Funeral Grant
8. Long Service Awards
9. Staff Allowances

APPENDIX 'B'
SUBJECTS NOT FOR NEGOTIATION

1. All staff Bonuses, incentive schemes, other discretionary payments and performance based payments.
2. Grievance & Capability Procedures and Disciplinary Code.
3. General terms and conditions of contracts
4. Management Methods

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APPENDIX 'C'
SUBJECTS FOR CONSULTATION

1. Sickness Benefits
2. Disciplinary Capability & Grievance Code (DC&G)- (NOTE: this subject shall be taken to negotiation if the newly introduced clauses in the policy have not been agreed to by Union during consultative process and Management shall notify the Union of any changes by giving a three months' notice).
3. Medical Facility
4. Education Assistance (Employee)
5. Occupational Health and Safety
6. Home ownership and staff loans
7. Social and Sports activities
8. Pension and Social Security Benefits
9. Any other issues as may be deemed appropriate by both parties

APPENDIX 'D'
CONSULTATIVE FORUM

- (a) The Parties hereby establish a Consultative Forum through which all formal engagements 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 Union Members.
- (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.
- (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 its employees.


11

APPENDIX 'E'
SETTLEMENT OF COLLECTIVE DISPUTES/DISPUTE RESOLUTION

- (a) If at any meeting the Unit is unable to reach agreement upon any time 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

APPENDIX 'F'

1. Membership

The Membership of the Unit shall not be more than twelve (12) with an equal number of Representatives. The Quorum shall be eight (8) with equal representation. One Branch Women's Committee Representative shall sit on the BU.

Members of the Union Team shall be drawn from Lusaka, Ndola, Kitwe and any other town.

2. Election of Chairperson

- (a) The Unit shall elect a Chairperson from among its members present at the meeting or may jointly appoint a responsible and competent non-member within the Bank to Chair the meeting. The Chairperson so elected/appointed shall remain in the Chair until the negotiations so opened are concluded or otherwise.
- (b) A Representative from Management will normally be Secretary or either party may appoint its own Secretary.

3. Meetings

- (a) Regular meetings of the BU will be held at intervals of no longer than three (3) months with either party giving thirty (30) days' notice to the other. The meetings shall normally be held in Lusaka, during working hours.
- (b) Either party may call for an emergency meeting by giving five (5) days' notice to the other party and full details of the items on the Agenda.
- (c) Meetings called pursuant to provision of Clause 8(a) and (b) of this Agreement will take place within the period prescribed.
- (d) Whilst negotiations are underway, both parties to the Agreement shall not divulge any information as regards the on-going state of the negotiations to the media unless there is a settlement or a declaration of a dispute.

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4. Minutes

Copies of the Minutes of every meeting shall be prepared by the Secretary and circulated to each member of the BU, two copies of which shall be submitted for approval at the next meeting.

5. Failure to reach Agreements and Deadlock at Bargaining Unit

- (a) If the two parties fail to agree on any matter referred to the Bargaining Unit, the proposed difference or dispute shall be adjourned for a consideration at a further meeting to be held at a mutually convenient time but not later than two (2) weeks from the date of adjournment.
- (b) If after a further meeting, the Bargaining Unit is still unable to reach an agreement, either party may give notice in writing within **ten (10) working days** after the second meeting indicated in (a) above of their intention to refer the dispute to appropriate authorities in accordance with the Labour Laws of Zambia in force from time to time.

6. Agreement

- (a) Agreements reached between the two parties shall be reduced to writing in English and signed by the duly authorized member(s) of each side of the BU. Copies shall be given to each party and registered with the appropriate authorities in accordance with the Labour Laws in force from time to time.
- (b) Agreements shall be implemented with effect from the date the decisions are taken or such date as the Bargaining Unit may determine.
- (c) Any Agreement reached by the Bargaining Unit regarding any proposal, difference or dispute referred to pursuant Clause 5 above shall be binding upon each party. Each of the parties shall promptly do all such acts and things necessary or expedient to secure mutual agreement, settlement or determination on the matter.

APPENDIX 'G'

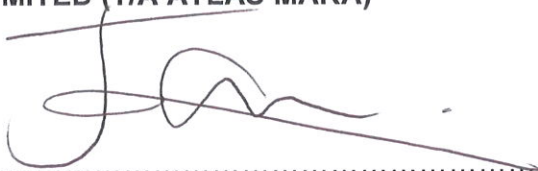
UNION CONSTITUTION

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IN WITNESS whereof we have hereunder set our hands this 27th Day of March Two Thousand and Eighteen.

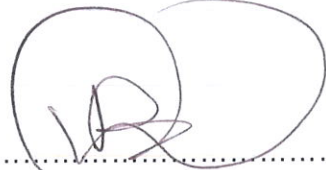
For and on behalf of
**AFRICAN BANKING CORPORATION ZAMBIA
LIMITED (T/A ATLAS MARA)**



.....
CHIEF EXECUTIVE OFFICER/CEO *MO*
JAMES KONI




.....
COUNTRY HEAD OF HUMAN CAPITAL
JOSEPH GONDWE



.....
MANAGEMENT DELEGATION LEADER
BONAVENTURE MBEWE

For and on behalf of
**ZAMBIA UNION OF FINANCIAL
INSTITUTIONS AND ALLIED WORKERS**



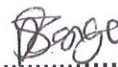
.....
DEPUTY GENERAL SECRETARY
MUTELO MABENGA



.....
ATLAS MARA BRANCH V/SECRETARY
TAONGA CHISENGA



.....
UNION DELEGATION LEADER
CHARLES NSAMA



.....
CHAIRPERSON - BARGAINING UNIT
SAPPHIRA SIKAZWE

