

RECOGNITION AGREEMENT

BETWEEN:

BANK OF CHINA (ZAMBIA) LIMITED

AND

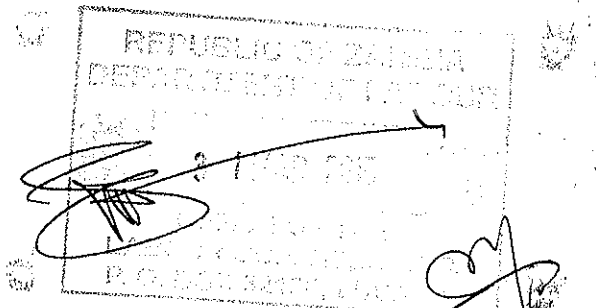
**THE ZAMBIA UNION OF FINANCIAL INSTITUTIONS AND ALLIED
WORKERS**

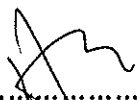
REPUBLIC OF ZAMBIA
DEPARTMENT OF LABOUR
31 MAR 2015
OFFICE OF THE
LABOUR OFFICER
LUSAKA, ZAMBIA

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1. THE PARTIES

1.1 The Parties to this agreement are:-

BANK OF CHINA (ZAMBIA) LIMITED (“the Bank”); and

THE ZAMBIA UNION OF FINANCIAL INSTITUTIONS AND ALLIED WORKERS (“the Union”)

2. PREAMBLE

2.1 The Parties agree to:

- (i) 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;
- (ii) Seek reasonable and satisfactory solutions to disputes, which may arise between them and will pursue the most expeditious approach to resolving disputes;
- (iii) Do everything in their power to promote good and harmonious industrial relations at the Bank;
- (iv) Early notification by the Bank where the Bank is considering the introduction of significant new technology or major change in working methods which will affect the staff;
- (v) Be committed to the continued promotion of equal opportunities in employment regardless of employee’s gender, age, marital status, ethnic origins, nationality, religion, political affiliation, or other distinguishing factor;
- (vi) Bind themselves to the terms and conditions below, which will be enforceable.

3. DEFINITIONS

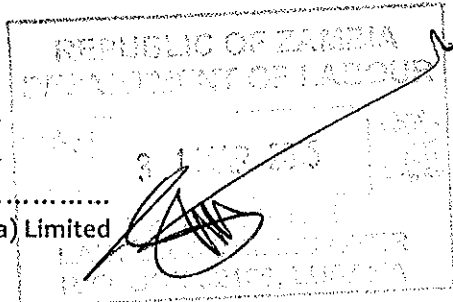
In this agreement:-

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

“Bargaining Unit” has 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;

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“Collective Agreement” has the same meaning as that contained in the Act;

“Collective Dispute” is to 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” means a forum where the Bank and the Union meet for purposes of consultation;

“Day” means any working day on which Banks are ordinarily open for business in the Republic of Zambia;

“Dispute” means a disagreement on any matter pertaining to employment relationships 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, 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, has the same meaning as in the Act, being: a person -

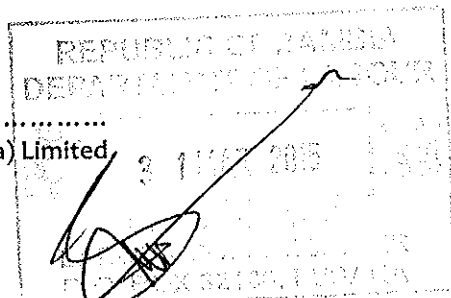
- (a) who is the head of an institution or undertaking and has authority to hire, suspend, promote or demote an employee of the institution or undertaking;
- (b) who is the head of a department in an institution or undertaking and has authority in the financial, operational, human resource, security 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 union; or
- (d) with written institutional authority to perform the functions referred to in paragraphs (a), (b) or (c).

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

“Union Official” means an Employee elected by the Members to serve on the structures of the Union in terms of the Union Constitution;

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

“Parties” mean the parties to this agreement;

“Union Constitution” means the document attached as APPENDIX D: and as amended from time to time;

“Unit” refers to the Bargaining Unit defined above and created under clause 9 of this agreement;

“Workplace” is to be interpreted collectively and means all premises of the Bank where the Bank carries on its business.

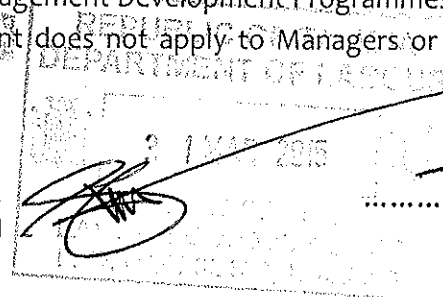
4. RECOGNITION

- 4.1 The Bank agrees to recognise the Union as the bargaining agent for Members for so long as the Union remains registered in accordance with the laws of Zambia 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.
- 4.2 The Bank recognises that the Union has the right to conduct its affairs in accordance with the Union Constitution and the Act.
- 4.3 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 employees’ growth, development and employment needs.
- 4.4 The Bank has the right to recognise any other Union to enjoy representation rights, represent its members and participate in collective bargaining with the Bank in recognised negotiation and consultation forum in accordance with the Act.
- 4.5 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 and harmonious industrial relations and the Members will respect the rights of other Employees.
- 4.6 The Parties share a common aim in promoting and maintaining good and harmonious industrial relations in order to contribute to the efficiency and prosperity of the Bank and its staff.

5. SCOPE OF THIS AGREEMENT

- 5.1 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

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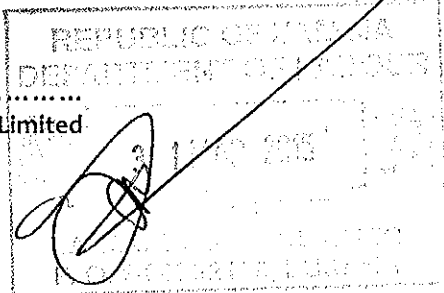
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Members of the Union who perform non-management roles or equivalent corporate grades.

6. FREEDOM OF ASSOCIATION

- 6.1 The Bank will endorse and respect the entitlement of its Employees and persons seeking employment to freedom of association as contained in the Act. In the event of any infringement pertaining to this entitlement, the Employees and / or the Union may invoke their statutory rights accordingly.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 The Parties to this agreement recognise that their officers and elected representatives will 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.
- 6.6 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.
- 6.7 The Union agrees that Employee representatives will not leave their Workplaces for any purpose in connection with their duties as representatives without written permission of their appropriate Bank officers, which will be requested with reasonable written notice. Such permission will not be unreasonably withheld.
- 6.8 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 Union Members the Union is informed within two (2) working days of the disciplinary hearing. Such action will be in accordance with the Disciplinary and Grievance Procedure.

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7. ACCESS TO AND MEETINGS ON BANK PREMISES

7.1 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 Members at various Workplaces provided that reasonable written notice of such a request is made.

8. ELECTIONS AND NOTIFICATION

8.1 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.

8.2 Union officials

8.2.1 Notification

- (i) Disciplinary action against a Union Official will not be taken without notice to the Union.
- (ii) The Bank undertakes to notify the General Secretary of the Union in writing of the names and designation of the Union Officials in Human Resources Department and the Executive and to advise the changes thereof within thirty (30) calendar days of such change being effected.
- (iii) The Union undertakes to notify the Bank through the Head of Human Resource the names and designation of Union Officials within thirty (30) days of the date of any changes.

8.2.2 Rights and Duties of Union Officials

- (i) Union Officials, Management and Members will, 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.
- (ii) 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.
- (iii) Union Officials and Management will endeavour to settle problems, which they or any Members may have within the Bank and will perform their duties by utilising the applicable procedures and channels provided for and / or referred to in this agreement.

9. THE BARGAINING UNIT

9.1 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.

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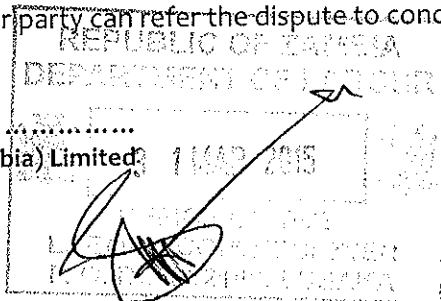
- 9.2 The Parties agree that the negotiations will be undertaken in accordance with the provisions of the laws of Zambia and in particular the Industrial and Labour Relations Act Cap 269, and with this agreement.
- 9.3 The Unit will be composed of not more than five (5) members representing the Bank and not more than five members (5) representing the Union. The quorum for the Unit will be six (6), with each side having equal representation. The Bank will provide secretarial services to the Unit.
- 9.4 The Unit may delegate any of its powers to a committee or committees consisting of such number of its members as it deems fit.
- 9.5 A committee to which any powers have been so delegated will exercise the powers delegated in accordance with any direction of the Unit and a power so exercised will be deemed to have been exercised by the Unit.
- 9.6 The members of such a committee may elect one of their number as Chairperson of their meeting.
- 9.7 It is hereby agreed that the subjects listed in APPENDIX A: hereto are for negotiation between the Parties.
- 9.8 It is hereby agreed that the subjects listed in APPENDIX B: hereto will not be for negotiation between the Parties.
- 9.9 It is hereby agreed that the subjects listed in APPENDIX C: hereto will be for consultation between the Parties.

10. COLLECTIVE BARGAINING CLAIMS / DEMANDS PROCEDURE

- 10.1 These will mean all claims / demands for negotiation on any matter specified in APPENDIX A: of the agreement which may affect Members or any group of Members of the Bank.
- 10.2 Such claims / demands will 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.
- 10.3 The negotiation of claims / demands will be within the first quarter of the calendar year, that is, January to March. Salary review for all Members will be done annually while the other conditions of service will be reviewed after two (2) years.
- 10.4 On receipt of such claims / demands, either Party will, as soon as possible and within twenty-one (21) 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 will be referred to a meeting at the Bargaining Unit within twenty-one (21) 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.

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11. CONSULTATIVE FORUM

- 11.1 The Parties hereby establish a Consultative Forum through which all formal engagement will take place other than what is reserved under this agreement for the Unit.
- 11.2 The forum will be composed of not more than three (3) representatives from each side. The quorum for the Forum will be four (4) members, with equal representation from both sides.
- 11.3 The Parties agree that there will be early notification by the Bank where the Bank is considering the introduction of significant new technology or major changes in working methods. There will be early consultation when the Bank is considering other matters of mutual interest which will affect the Members. The Forum will also discuss the matters provided for in APPENDIX C.
- 11.4 The Parties agree to meet in the 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 in writing as open for consultation.
- 11.5 At least fourteen (14) calendar days' written notice to convene a Consultative Forum will be given by either Party. The notice will contain the agenda for the meeting.
- 11.6 The Bank retains the responsibility to ultimately decide and manage the affairs of the Bank to the satisfaction of its shareholders and employees.

12. SETTLEMENT OF COLLECTIVE DISPUTES / DISPUTE RESOLUTION


- 12.1 If at any meeting the Unit is unable to reach agreement upon any claim or demand referred to it under clause 9 (Bargaining Unit), then the provisions of Part IX (Nine) of the Industrial and Labour Relations Act Cap 269.
- 12.2 Disputes and grievances arising from the interpretation or implementation of this agreement will be handled in accordance with Part XI (Eleven) of the Industrial and Labour Relations Act Cap 269.

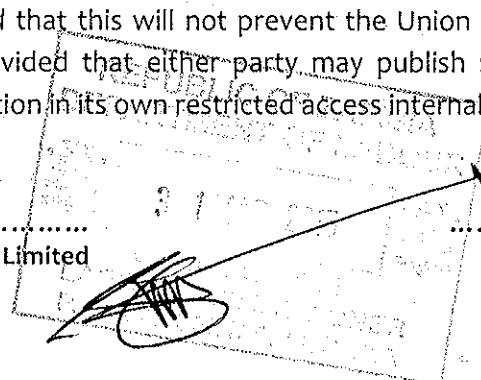
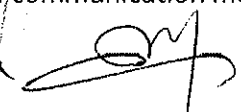
13. COMMUNICATIONS AND DISCLOSURE OF INFORMATION

13.1 Press Statements:


- (a) All negotiations between the Parties will be conducted on a confidential basis and no unilateral press statements on the subject of any negotiations will be released by the Parties whilst negotiations are in progress:

Provided that this will 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 restricted access internal communication media.

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- (b) Any press statement, electronic media or radio and television coverage on any agreement reached will prior to release be agreed to by both Parties.
- (c) 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 written permission of the Bank's Head of Human Resources.
- (d) The Parties agree that any statement or any publication on any matter whatsoever will reflect and honour the spirit of this agreement.

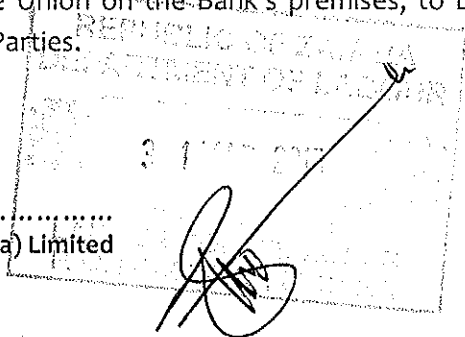
13.2 Disclosure of Information:

- (a) The Bank will continue to provide Employees and their representatives, in convenient form, the information supplied to shareholders which is published in their annual report. Any other information without which the Union would be materially handicapped in the collective bargaining process will also be furnished, provided that the information is reasonably necessary and the provision of the same information is not against the policy of the parent Group of the Bank.
- (b) Information so provided will 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 will not be disclosed by the Bank to any third party without the express permission of the Union.

13.3 General Communications, Notices and use of Notice Boards:

- (a) The Union agrees that the Bank will maintain uninterrupted communications with its Employees in addition to the statutory rights to the Union and the rights under this agreement. The Bank similarly recognises the Union's right to maintain uninterrupted communications with its Members. The Bank also agrees in normal circumstances and with the specific written permission of the Bank's Head of Human Resources 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.
- (b) The Union will not display or distribute any notices, pamphlets or publications on the Bank's notice boards or elsewhere on the Bank's premises without prior written permission from the Bank's Head of Human Resources, which permission will not be unreasonably withheld.
- (c) 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.

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

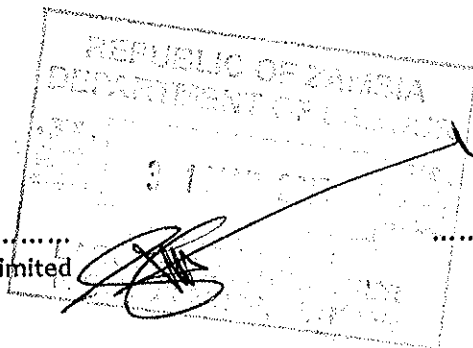
14. PAID LEAVE / LEAVE OF ABSENCE FOR UNION OFFICIALS

- 14.1 Union Members who are Union Officials will normally be granted leave of absence with pay by the Bank on formal request and with reasonable written notice to the Bank to attend Union meetings. Such leave of absence will not be unreasonably withheld.
- 14.2 Union Officials who are part of the Bargaining Unit or Consultative Forum will be afforded a reasonable length 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 (directly prior to Bargaining Unit meetings) be for the purposes of preparation for and participation in the said meetings. Such paid time off will be controlled and be granted within the context of the provisions of this paragraph.
- 14.3 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 for such absence. Notice of such absence will be given in writing at least fourteen (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.
- 14.4 All leave in terms of this clause will be subject to the discretion of the Head of Department, but may not be unreasonably withheld.
- 14.5 Leave granted in terms of this clause cannot be accumulated or commuted into cash and any leave not taken during the period which it is granted will be forfeited.

15. AMENDMENT TO AGREEMENT

- 15.1 This agreement will be reviewed every two (2) calendar years and in any case not later than every fourth calendar 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 for any other reason.
- 15.2 This agreement may be amended by the Parties by agreement upon a proposal to do so. A proposal to amend this agreement will be dealt with under clause 9 except that at least twenty eight (28) calendar days will be allowed for consideration of the proposal before the meeting of the Unit.

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16. UNION SUBSCRIPTIONS

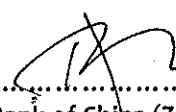
- 16.1 In accordance with section 22 of the Industrial and Labour Relations Act Cap 269, the Bank agrees, with the consent of Members who are members of the Union, to recover subscription fees as prescribed from time to time and to remit same to the Union.
- 16.2 The remittances referred to in this clause 16 will 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.
- 16.3 The Union undertakes to advise the bank account details to which these monies will be remitted to in writing.
- 16.4 The Union undertakes to notify the Head of Human Resources at least one (1) month prior to any changes in Union subscriptions.
- 16.5 The Union will 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.
- 16.6 The Bank undertakes to remit any Union member subscriptions not later than the fourteenth (14th) day of the month after which such deductions have been made.

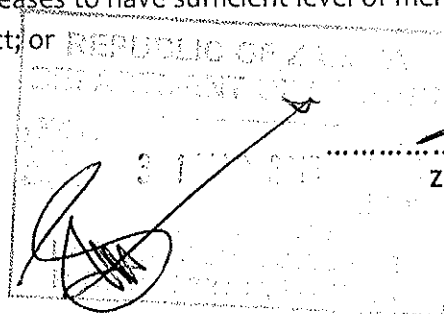
17. STRIKES AND LOCK-OUTS

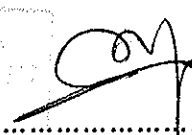
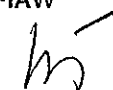
- 17.1 The Parties agree to adhere to the provisions of the Industrial and Labour Relations Act Cap 269 in the conduct of strikes and lock-outs.
- 17.2 In case of any illegal stoppage of work, the Bank has the right to assume that the involved Employees / Members have resigned without notice. Employees on illegal stoppage of work will have no right of remuneration and will be subject to the disciplinary process of the Bank.

18. TERMINATION OF AGREEMENT

- 18.1 This agreement may be terminated by either the Bank or the Union by not less than three (3) months' notice in writing. Grounds for termination are:
 - (a) mutual consent;
 - (b) breach of any provision of this agreement;
 - (c) the need to amend or replace the agreement by a new one negotiated by the Parties hereto;
 - (d) when one or both of the Parties cease to be a legal entity;
 - (e) when the Union ceases to have sufficient level of membership within the Bank as required by the Act;or

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(f) any other manner in accordance with the Act.

18.2 As from the date of such notice of termination, the Unit will not be empowered to consider new proposals. Proposals already before the Unit will 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.

19. UNION CONSTITUTION

19.1 The Union will provide the Bank with a copy of its constitution and will send the Bank a copy of any amendments that may be made to its constitution from time to time within one month of the enactment of such amendment. The Constitution of the Union is appended to this agreement as APPENDIX D:

20. WHOLE AGREEMENT

20.1 This agreement, including the annexures, constitutes the whole Recognition Agreement between the Parties. It supersedes any and all previous negotiations, representations and agreements, whether oral or written, between the Parties with respect to the subject matter hereof; and no agreement, statement or promise relating to the subject matter other than what is contained herein will be binding upon the Parties.

21. MISCELLANEOUS

21.1 The headings in this agreement are used for reference purposes only and will not limit or affect the interpretation of the clause thereunder.

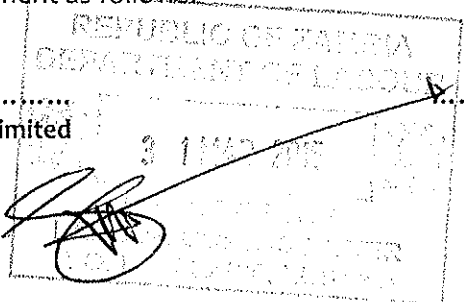
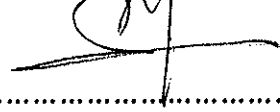
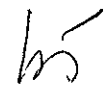
21.2 If any provision of this agreement would at any time be in conflict with any law or regulation compulsorily applicable to it, the Parties will endeavour to amend such provision, so that the intent of this agreement may be carried out to the extent legally possible. The invalidity, because of any such law or regulation, of provisions of this agreement which are not fundamental to its performance will not relieve any Party from its obligations under the remaining provisions of this agreement, nor deprive any Party of the benefits of such other provisions.

21.3 Each Party hereby agrees that they have taken separate and independent legal advice on the matters referred to in this agreement, and that they intend that the agreement should be legally binding on them.

21.4 Each Party will bear their own legal costs of and incidental to the preparation, negotiation and execution of this agreement.

22. ADDRESS FOR SERVICE OF NOTICES

22.1 The Parties choose the following addresses for the purposes 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:

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The Bank:

Bank of China (Zambia) Limited
Plot 2339, Kabelenga Road,
Lusaka

Attn: Head - Human Resources

The Union:

ZUFIAW
1st Floor, Luangwa House,
Cairo Road
Lusaka

Attn: The General Secretary

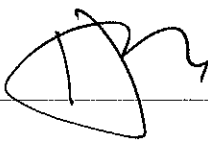
23. GOVERNING LAW

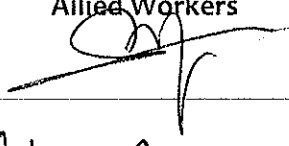
23.1 This agreement will be governed by the laws of the Republic of Zambia.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement through their authorized representatives:

Bank of China (Zambia) Limited

Zambia Union of Financial Institutions and
Allied Workers

Sign: 

Sign: 

Name: ZHOU JIANJUN
Managing Director

Name: ALFRED CHIGWA
General Secretary

Sign: 

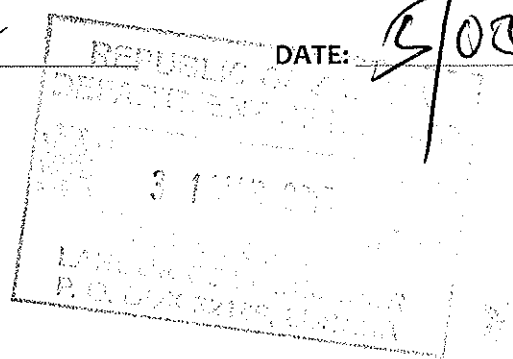
Sign: _____

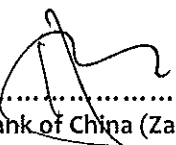
Name: CHEN YUANYUAN
Head - Human Resources

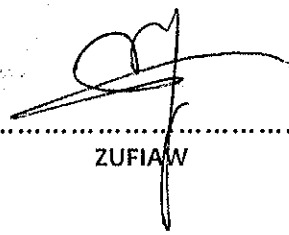
Name: ALFRED CHIGWA
Trustee

DATE: 05/03/2015

DATE: 5/03/2015

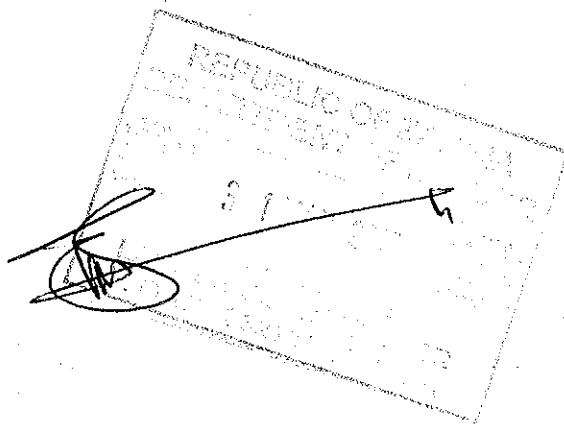


Initial: 
Bank of China (Zambia) Limited




ZUFIAW

**APPENDIX A:
SUBJECTS FOR NEGOTIATION**

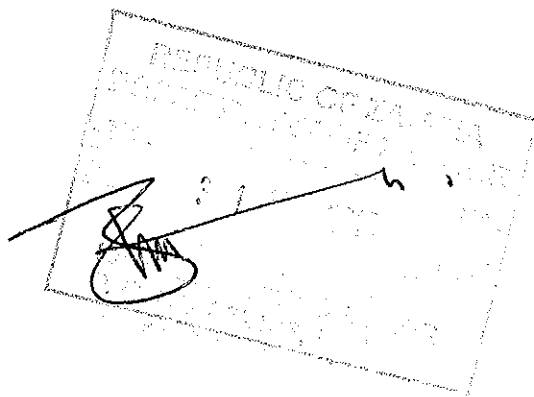
1. Rates of pay and overtime;
2. Length of annual holidays and attendant conditions;
3. Staff allowances;
4. Hours and duration of work (as is reasonable, subject to the needs of the Bank);
5. Redundancy and retirement benefits;
6. Pension and social security benefits;
7. Terms and conditions of contracts;
8. Sick leave and medical benefits;
9. Maternity leave and benefits;
10. Grievance procedure and Disciplinary Code;
11. Funeral assistance and grants;
12. Housing allowance;
13. Sports and recreation facilities; and
14. Any other items agreed for negotiation by the Parties.



Initial: 
Bank of China (Zambia) Limited

 
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ZUFIAW

APPENDIX D:
UNION CONSTITUTION



Initial:
Bank of China (Zambia) Limited

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ZUFIAW

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF EDUCATION
OFFICE OF THE SECRETARY
EDUCATION HALL
MUNICIPAL BUILDING
CORONADO AVENUE
MANILA

