

# COLLECTIVE AGREEMENT

Between

Standard Chartered 

and



**ZUFIAW**

Zambia Union of Financial  
Institutions and Allied  
Workers

DURATION: 1<sup>ST</sup> APRIL 2018 TO 31<sup>ST</sup> MAY 2020

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## MEMORANDUM OF COLLECTIVE AGREEMENT BETWEEN STANDARD CHARTERED BANK ZAMBIA PLC

Hereinafter referred to as the "Bank"

AND

## THE ZAMBIA UNION OF FINANCIAL INSTITUTIONS AND ALLIED WORKERS

Hereinafter referred to as the "UNION" representing employees eligible for representation by the Union in terms of item 2 - Scope of the Agreement of the MEMORANDUM OF RECOGNITION AGREEMENT signed on the 28th day of June 1996 between the Bank and the Union.

This Collective Agreement made this 1<sup>st</sup> day of April, 2018 between the Bank and the Union covering conditions of service as stipulated in the Memorandum of Recognition Agreement.

Duration of this Collective Agreement except for the rates of pay which shall be negotiated for yearly shall be for a period of not less than twenty-four (24) months commencing on 1st April 2018 provided that:-

### MEMORANDUM OF COLLECTIVE AGREEMENT

- a) Within 24 months of the date of the coming into effect of this Collective Agreement either party could call for a meeting to review salaries according to prevailing economic conditions during the period.
- b) At any time after 21 months of commencement of this agreement either party will give to the other 3 months 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 therein.
- c) At any time after nine months of the commencement of this agreement, either party will give to the other 3 months notice in writing of its desire to start negotiations for new rates of pay.
- d) In the event of emergency cases, both parties shall endeavour to meet as soon as possible but not later than 5 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 Recognition Agreement between the Bank and the Union remains in force.
- g) Pending the signing of a new Collective Agreement, the present agreement shall continue in force.
- h) Application 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:-

- I. The Union or the Bank will indicate by letter its intention to discuss a change or amendment to the Collective Agreement.

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- II. Such a letter indicated in (i) above will 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.
- III. The party requesting the change or amendment shall allow the other party two weeks to consider the request. The Bargaining Unit after two weeks, but not longer than three weeks after the date of the original letter, should agree to meet to discuss the change.

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## 1. RATES OF PAY

### 1.1 Basic Salary

Increments for 2018 for all Union grades across the board were awarded based on the Performance Differentiation Pay. It was agreed that the following increments will be applied based on ones performance rating:

1 Raters	-	17%
2 Raters	-	14%
3 Raters	-	10%
4&5 Raters	-	5.0%

### 1.2 Overtime

Overtime shall be 1.5 times the hourly rate on ordinary days and double the hourly rate on Sundays and Public Holidays.

### 1.3 Mid Month Pay

Employees may on request draw 25% of their basic salary at mid month as salary advance without giving reason provided that the net take home after payroll deductions shall not be less than ZMW 500.00. Salary advances will be processed on the 1st of the following month and applications from staff must be submitted to Human Resources by 27th of each month, i.e. 3 days before the 1<sup>st</sup> of the following month.

## 2. ANNUAL LEAVE ACCRUAL

Accrued leave days shall be granted as follows:-

- 2.1 Employees with 1-5 years of service shall accrue 24 working days exclusive of Saturdays, Sundays and gazetted public holidays.
- 2.2 Employees with over 5 years of service shall accrue 30 working days exclusive of Saturdays, Sundays and gazetted public holidays.

## 3 ANNUAL LEAVE TRAVEL EXPENSES

- 3.1 Annual leave travel expenses shall be paid once per year at the rate of 10.5% of one's basic annual salary gross across the board upon taking leave of not less than 10 days.
- 3.2 Leave accrued, including during probationary period will be paid to the employee or to his/her estate in cash in the event of termination of contract or death.
- 3.3 Staff will not forfeit their accrued leave and their leave allowance if they are required to continue working due to pressure of work. However, failure to go on leave must be documented and approved by the Head of a division.

## 4 STUDY LEAVE

An employee on satisfactory proof of registration shall be granted 12 calendar days plus the actual days of writing examinations. This entitlement will only be granted once per annum.

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**5 COMPASSIONATE LEAVE**

- 5.1 On written application and supported by documentary evidence, an employee will be granted nine (9) working days on death of spouse, child, father, mother, blood brother and blood sister.
- 5.2 Days in excess of 9 working days shall be granted at the discretion of Management.

**6 NURSING A SICK CHILD OR SPOUSE**

- 6.1 An employee shall be granted leave for the purpose of nursing his/her sick spouse or child provided that he/she produces documentary recommendation from a Government approved Doctor registered with the Medical Council of Zambia stating that his/her presence is required and stating the number of days.
- 6.2 Documentary recommendation from registered tradition healers will only be accepted if there is evidence to show that professionally qualified doctors have failed to treat the sick person.

**7 UNPAID LEAVE**

Management may on application, grant unpaid leave for up to a maximum of two years using its discretion in deserving cases and provided that one has served a continuous minimum of two years with the Bank.

**8 SPECIAL LEAVE**

An employee who is required by law to attend court proceedings shall be allowed special leave for the number of days required.

**9 SICK LEAVE**

Employees who are confirmed in their appointments and who are on prolonged medical treatment because of ill health shall be entitled to sick leave as follows:-

The first twelve (12) months on full pay subject to the production of a medical certificate signed by a Government approved medical practitioner.

Payment of salary in excess of 12 months shall be at the discretion of Management and thereafter, the medical board of review will determine his/her suitability for continued employment.

However, recommendation from registered traditional healers will be recognised as a certificate of absence provided there is a letter from a Government hospital doctor stating that the employee attended treatment at the hospital and that the nature of his illness could not be cured.

The employer reserves the right to have an employee examined by a Government registered medical practitioner.

**10 MATERNITY LEAVE**

Eligible female employees shall be entitled to 140 calendar days-paid maternity leave.

Such leave shall be exclusive of annual leave of which the latter shall not be taken together with maternity leave except with agreement of employer and employee.

Breastfeeding mothers will be allowed to knock-off one hour earlier. The duration of such breast-feeding shall not exceed one (1) year after date of delivery.



## 11 PUBLIC HOLIDAYS

All gazetted public holidays as stipulated by the Government from time to time shall be observed by the Bank.

## 12 HOURS OF WORK

12.1 Hours of work shall be restricted to 45 hours per week and one hundred and seventy six (176) hours per month inclusive of working Saturdays. Hours in excess of (08) eight hours per day shall constitute overtime. Overtime will be paid for hours exceeding the working hours in that month under consideration.

12.2 The hours per week shall be as follows:-

12.2.1 **Monday-Friday** 08:00 hours to 17:00 hours excluding one hour for lunch.

12.2.2 **First and last Saturdays** of the month 08.00 hours to 13 hours

12.3 **Lunch allowance** of ZMW 100.00 (Hundred Kwacha) will be paid to staff who are authorised to work through lunch break of between 11:30 hours and 14:30 hours for an hour to allow for flex hours. The one hour lunch break will not constitute overtime.

12.4 **Claims for transport expenses** will be reimbursed for staffs who work after 19.00 hours.

12.5 Dinner will be provided to staff who work after 19.30 hours (excluding Night Branch staff), but prior arrangements to work overtime after 19.30 hours must be agreed with management. **Dinner allowance** of ZMW 100.00 will be paid to staff that are not provided with the actual dinner.

## 13 OUT OF POCKET ALLOWANCES

An employee on Bank business or requested by the bank to attend a training course, seminar or workshop outside his/her normal station of work shall be paid ZMW 100.00 where board and lodging are provided, including foreign trips.

For staff working out of station the following allowances will be paid:-

Breakfast allowance of ZMW 60.00 if the Bank does not buy breakfast.

Lunch allowance of ZMW 100.00 if the Bank does not buy lunch.

Dinner allowance of ZMW 100.00 if the Bank does not buy dinner.

Overnight allowance of ZMW 500.00 per night if the Bank does not provide accommodation.

Staff shall be allowed to request for a reasonable cash advance before leaving for any outside assignment, which must be expensed upon return to base within seven days from date of arrival, failure to that, the bank shall recover the outstanding amount in full.

## 14 ALLOWANCES FOR ATM CUSTODIANS

An allowance of ZMW 200.00 per day for all weekends and Public Holidays will be paid to ATM custodians to enable them attend to ATM incidences.

## 15 PROBATION

The Union may represent newly recruited employees after joining the Bank as long as they have successfully completed the required probationary period.

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The probationary period shall be six (6) months, with one day's notice from either side to terminate a contract.

Management however, reserves the right to extend the period of probation for up to a further six (6) months stating the reasons for the extension.

## 16 PROTECTIVE CLOTHING AND UNIFORMS

16.1 For messengers, commissionaires and drivers, the following shall be provided:-

16.1.1 Two pullovers, two pairs of shoes, two pairs of socks, two sets of uniforms per annum. All the above mentioned shall be provided with uniforms and equipment consistent with their work. In addition to the two pairs of shoes, those messengers who will be lifting cash trunks will be provided with one pair of safety boots per annum.

16.1.2 In addition, office raincoats and umbrellas shall be provided to messengers for use during the rainy season but shall remain the property of the Bank.

16.1.3 Archive staff will be provided with masks.

16.1.4 Archives staff and Tellers will be provided with milk.

16.2 Cashier's protective Clothing such as smocks shall be provided to employees if specifically requested for by them.

16.3 Staff uniforms, whose number would be determined by Management, will be provided at 18 months intervals.

## 17 ACTING ALLOWANCE AND PERIOD

17.1 For an employee to qualify for acting allowance he/she is to act for a continuous period of not less than 21 calendar days in the higher grades.

17.2 All positions in the Bank shall be evaluated and approved job grades will be communicated to staff.

17.3 If an employee acts in the same position for the second time this period shall be reduced to 14 continuous days.

17.4 Acting allowance shall be paid at the rate of 18% of the salary of the person acting.

17.5 An employee nominated to act shall be informed in writing prior to carrying out duties involving payment of acting allowance.

## 18 RESPONSIBILITY ALLOWANCE

18.1 For an employee to qualify for Responsibility allowance he/she is to perform the added responsibilities of another job in full for a continuous period of not less than 14 calendar days. The position whose responsibilities are to be added will be equivalent to the individual's job grade.

18.2 Responsibility allowance shall be paid at the rate of 18% of the higher salary between that of the incumbent or the person performing the added responsibilities.

18.3 An employee nominated to perform added responsibilities shall be informed in writing prior to carrying out duties involving payment of Responsibility allowance.

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## 19 FUNERAL EXPENSES

19.1 In the event of the death of a direct employee, spouse, child, or parent the following grants shall be paid:-

Direct Employee	ZMW 4,500.00
Spouse	ZMW 3,500.00
Child/dependant (below 18 years)	ZMW 2,500.00
Parent	ZMW 4,000.00

The eligible number of dependants will be limited to two and these will need to be registered with Human resources.

19.2 Expenses for a coffin, transport, firewood and a tent will be met by the Bank in the first three cases above but this provision shall not cover the parents.

19.3 Coffin referred to in (20.2) will be:-

20.3.1 Direct employee – Casket

20.3.2 Spouse and child - Standard

19.4 Transport shall be provided within the same town as follows:-

20.4.1 A pick-up for carrying the coffin to the graveyard. In the event of death of a staff, the Bank would provide a hearse.

20.4.2 Two buses

19.5 Meals shall be provided in the first three cases as follows:-

20.5.1 Direct employee for three consecutive funeral days

20.5.2 Spouse and child for three consecutive funeral days

## 20 CONDITIONS ON PREMISES

20.1 A reasonable sized refrigerator primarily for storage of water shall be provided at place of work.

20.2 The Bank will put in place safety measures whenever buildings are being renovated.

20.3 Bank will provide sugar, coffee, tea and milk to staff every day.

## 21 REPATRIATION OF EMPLOYEE

On termination of services all employees are entitled to be repatriated together with their families from places of employment to places of recruitment as stipulated in the Employment Act under the following circumstances:

21.1 The employee being medically discharged

21.2 The employee being declared redundant

21.3 Upon normal and early retirement

21.4 The employee dying in service in which case the benefits may be extended payable to the family of the deceased.

However, employees may elect to be repatriated to places of their choice but the employer may only meet that portion of the cost of repatriation to the place of recruitment.

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## 22 REDUNDANCY

22.1 An employee whose contract of service has been terminated by reason of redundancy shall:-

22.1.1 Be entitled to such redundancy payment as agreed between the Union and the Bank.

22.1.2 Be paid the redundancy benefits not later than the last day of duty of the employee.

22.1.3 Where the Bank is unable to pay the redundancy benefits, on the last day of duty of the employee, the Bank shall continue to pay the employee full wages until the redundancy benefits are paid.

22.2 The contract of service of an employee shall be deemed to have been terminated by reason of redundancy if the termination is wholly or in part due to:

22.2.1 The Bank ceases to carry on business by virtue of which the employee was engaged.

22.2.2 The Business ceasing or reducing the requirement for the employee to carry out work of a particular kind in the place where the employee was engaged and the business remains a viable going concern.

## 23 HOUSING

The Bank shall provide an employee with either housing or a loan towards the purchase or construction of a house as per the Housing policy.

## 24 RELOCATION ALLOWANCE

Relocation allowance of ZMW 9,000.00 will be paid to staff. In addition, the Bank will accommodate the staff for the period of 2 weeks.

## 25 EDUCATION ADVANCE

Management may provide an Education Advance recoverable (which will be reviewed) in instalments and payments start in February.

## 26 LABOUR DAY CELEBRATIONS.

At Bank's discretion Management will support Labour Day celebrations activities within reasonable costs to be agreed by Management as the need arises.

## 27 LONG SERVICE AWARDS/CERTIFICATES

Long service awards will be paid as per Human Resources Policy Manual.

## 28 PATERNITY LEAVE

Eligible male employees shall be entitled to 10 working days paid paternity leave on the birth of his child. This paternity leave must be taken within a week of birth or it will be forfeited.

## 29 MEDICAL FACILITY

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The Bank will pay up to the limit of ZMW 2,500.00 for spectacles. The Optical facility will be available once in two years.

**30 HOTLINE ALLOWANCE**

A Hotline allowance of ZMW 300.00 shall be paid to Call Centre Customer Sales and Service Representative whenever on duty.

**31 BARGAINING UNIT NEGOTIATIONS**

All future meetings will be held outside Bank Premises to avoid disturbances.

**32 PAY DAY**

Pay day shall be 23<sup>rd</sup> of every month or the Friday before the 23<sup>rd</sup> if 23<sup>rd</sup> falls on the weekend.

**33 PENSION CONTRIBUTION LEVELS**

The pension contribution levels shall be 10% and 7.5% of monthly basic salary for Bank and Employee respectively with effect from 1<sup>st</sup> July 2017, with an option for staff to voluntarily increase their contribution.

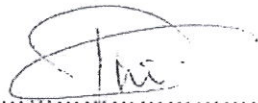
IN WITNESS WHEREOF WE HAVE HEREUNDER SET OUR HAND

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THIS DAY OF

FOR AND ON BEHALF OF  
THE EMPLOYER

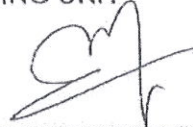
FOR AND ON BEHALF OF  
THE UNION



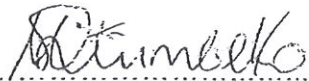
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FANWELL PHIRI  
CHAIRPERSON BARGAINING UNIT




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HERMAN KASEKENDE  
MANAGING DIRECTOR  
STANDARD CHARTERED  
BANK ZAMBIA PLC



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CHINGATI MSISKA  
GENERAL SECRETARY  
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HEAD HUMAN RESOURCES



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BONFACE MUMBA  
ZUFIAW REPRESENTATIVE



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MAINALA PHIRI  
BARGAINING UNIT SECRETARY

