

All correspondence should be addressed to
The Permanent Secretary.
Telephone: +260 211 222 617
+260 211 228 467



In reply please quote:

No:.....

DL/101/9/294

REPUBLIC OF ZAMBIA

MINISTRY OF LABOUR AND SOCIAL SECURITY

OFFICE OF THE LABOUR COMMISSIONER
DEPARTMENT OF LABOUR
NEW GOVERNMENT COMPLEX
INDEPENDENCE AVENUE
KAMWALA
P.O. BOX 32186
LUSAKA

25th August, 2022

The CEO & Managing Director
Standard Chartered Bank
P.O Box 32238
LUSAKA

The General Secretary
Zambia Union of Financial Institutions and Allied Workers
P.O Box 31174
LUSAKA

RE: COLLECTIVE AGREEMENT

Reference is made to the subject matter above.

The Ministry is pleased to inform you that your Collective Agreement has been approved in accordance with Section 71 of the Industrial and Labour Relations Act Cap 269 of the Laws of Zambia.

Find enclosed, copies of the said document for your record and necessary action.

Yours Sincerely,

Musonda Mwenda Manda (Mrs.)
Labour Officer
For/LABOUR COMMISSIONER

FULL COLLECTIVE BARGAINING AGREEMENT

BETWEEN



standard
chartered

AND



ZUFIAW

ZAMBIA UNION OF FINANCIAL
INSTITUTIONS AND ALLIED
WORKERS

DURATION: 1 APRIL 2022 TO 31 MARCH 2024



Smiley *CCM* *icc* *AD* *e-g*
KfL *R* *AD*

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 12th day of April 2022 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 2022 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: -



Smiley *KPL* *KC* *AD* *C-G*
AD *AD*

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



Spring *and* *KC* *18* *C-6*
KLL *R* *18*

TABLE OF CONTENTS

1.	RATES OF PAY	5
2.	ANNUAL LEAVE ACCRUAL	5
3.	ANNUAL LEAVE TRAVEL EXPENSES	5
4.	STUDY LEAVE	5
5.	COMPASSIONATE LEAVE	6
6.	NURSING A SICK CHILD OR SPOUSE	6
7.	UNPAID LEAVE	6
8.	SPECIAL LEAVE	6
9.	SICK LEAVE	6
10.	MATERNITY LEAVE	7
11.	PUBLIC HOLIDAYS	7
12.	HOURS OF WORK	7
13.	OUT OF POCKET ALLOWANCES	7
14.	ALLOWANCES FOR ATM CUSTODIANS	8
15.	PROBATION	8
16.	PROTECTIVE CLOTHING AND UNIFORMS	8
17.	ACTING ALLOWANCE AND PERIOD	8
18.	RESPONSIBILITY ALLOWANCE	9
19.	FUNERAL EXPENSES	9
20.	CONDITIONS ON PREMISES	9
21.	REPATRIATION OF EMPLOYEE	9
22.	REDUNDANCY	10
23.	HOUSING	10
24.	RELOCATION ALLOWANCE	10
25.	EDUCATION ADVANCE	10



Smiley
amb
KLL
KC
AD
AD
AD

26.	LABOUR DAY CELEBRATIONS	11
27.	LONG SERVICE AWARDS/CERTIFICATES	11
28.	PATERNITY LEAVE	11
29.	MEDICAL FACILITY	11
30.	HOTLINE ALLOWANCE	11
31.	BARGAINING UNIT NEGOTIATIONS	11
32.	PAY DAY	11
33.	HARDSHIP ALLOWANCE.....	11
34.	PENSION CONTRIBUTION LEVELS	12



Handwritten signatures and initials:
Kllk, cc, C. K. S., and other illegible marks.

1. RATES OF PAY

1.1 Basic Salary

Increments for 2022 for all Union grades across the board were awarded. It was agreed that the following increments will be applied across the board effective 1st April 2022 to 31st March 2023:

- 20 % across the Board

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 day of each month and applications from staff must be submitted to Human Resources by the 27th of each month, i.e., 3 days before the 1st 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 in April, at the rate of 10.5% of one's basic annual salary gross across the board.
- 3.2 Leave accrued, including during probationary period will be paid to the employee or to his/her estate in cash in the case 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 pressure of work. However, failure to go on leave must be documented and approved by the Head of the 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.



Handwritten signatures and initials in blue and black ink, including 'Samuel', 'KRR', 'KC', 'C.G.', and others.

5. COMPASSIONATE LEAVE

- 5.1 On written application and supported by documentary evidence, an employee will be granted ten (10) working days on the death of spouse, child, father, mother, blood brother and blood sister.
- 5.2 Days in excess of 10 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 traditional 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 (2) 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

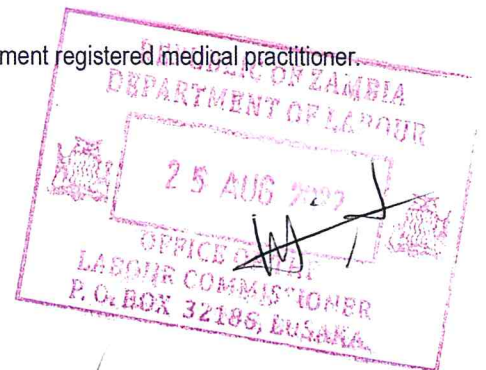
Employees who are confirmed in their appointments and who are on prolonged medical treatment because of ill health shall be entitled to sick leave as follows: -

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.



6

Some *cc* *kc* *C.G*
Kll *[Signature]*

10. MATERNITY LEAVE

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

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 one hour off per day, at a time agreed with the line manager. 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 Saturdays. Hours worked in excess of 45 hours per week shall constitute overtime. Overtime will be paid for hours exceeding the weekly 45 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 **All Saturdays** (except Gazetted public holidays) - employees shall work on all Saturdays (except Gazetted public holidays) according to operational requirements.

12.3 **Lunch allowance** of ZMW150.00, will be paid to staff that are authorized to work through lunch break between 11:30 hours and 14:30 hours to allow for flexible hours. The one-hour lunch break will not constitute overtime.

12.4 **Claims for transport expenses** will be reimbursed for staff who work after 19:00 hours.

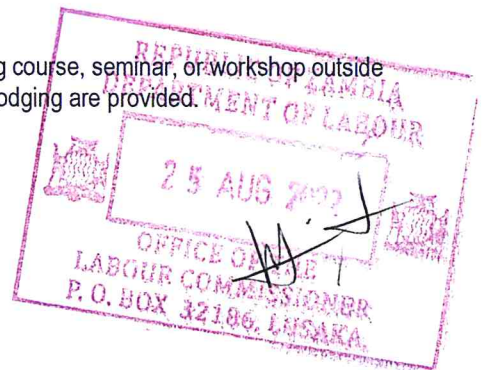
12.5 Dinner will be provided for staff who work after 19.30 hours, but prior arrangements to work overtime after 19.30 hours must be agreed with management. **Dinner allowance** of ZMW150.00 will be paid to staff that are not provided with actual dinner.

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 ZMW300.00 where board and lodging are provided.

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

Breakfast allowance of ZMW150.00 if the bank does not buy breakfast.



Handwritten signatures and initials in blue and black ink, including 'Domingo', 'KPL', 'KC', and 'C. G.'.

Lunch allowance of ZMW150.00 if the bank does not buy lunch.

Dinner allowance of ZMW150.00 if the bank does not buy dinner.

Overnight allowance of ZMW800.00 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

Allowances for ATM Custodians are no longer applicable, as this function was migrated to external vendor(s).

15. PROBATION

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

The probationary period shall be three (3) 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 three (3) months stating the reasons for the extension.

16. PROTECTIVE CLOTHING AND UNIFORMS

16.1 COVID management PPE, whose form would be determined by Management, shall be provided to staff: -

16.1.1 Universal Bankers will be provided with milk.

17. ACTING ALLOWANCE AND PERIOD

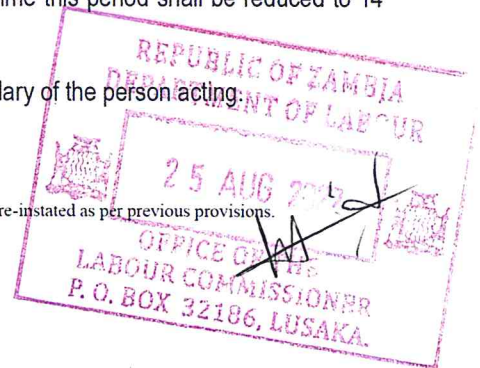
17.1 For an employee to qualify for acting allowance he/she is to act for a continuous period of not less than 21 calendar days in the higher grades.

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.

¹ ALLOWANCES FOR ATM CUSTODIANS – should the Bank's strategy change, the item will be re-instated as per previous provisions.



Handwritten signatures and initials in blue and black ink, including 'Somie', 'KFF', 'KC', 'e-g', and other illegible marks.

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.

19. FUNERAL EXPENSES

In the event of the death of an employee, spouse, child, or biological parent the following grants shall be paid.

These grants shall apply per death.

Detail	Amount (ZMW)
Direct Employee	28,700.00
Spouse	16,700.00
Child	16,700.00
Parent	7,000.00

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 Code Act (2019) 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



9

Spring *oob* *kc* *G.G*
KRR *[Signature]* *[Signature]*

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

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 redundancy benefits, on the last day of duty of the employee, the Bank shall continue to pay the employee full wages until the redundancy wages 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. ²HOUSING

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

24. RELOCATION ALLOWANCE

Relocation allowance of ZMW 12,000.00 will be paid to staff. In addition, the Bank will accommodate the staff for a period of 2 weeks.

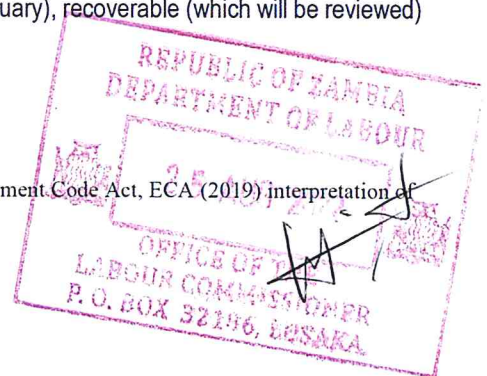
Where a member of staff requests to be transferred to a different location, he/she will be expected to meet all the transfer costs.

The Bank will accommodate the member of staff for a period of two weeks in a Bank Approved Hotel.

25. EDUCATION ADVANCE

Management may provide an Education Advance (once annually in January), recoverable (which will be reviewed) in instalments and from February to October of that calendar year.

² HOUSING – the parties agreed to pursue a joint legal review of the Employment Code Act, ECA (2019) interpretation of the Housing provision.



Handwritten signatures and initials: 'Gombe', 'KLL', 'KC', 'C.G.', and a circled 'A'.

26. LABOUR DAY CELEBRATIONS

At the Banks Discretion, Management will support Labour Day celebrations 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 ten (10) working days paid paternity leave on the birth of his child. This paternity leave must be taken within the first four (4) months of the child's birth, or it will be forfeited.

29. MEDICAL FACILITY

The Bank will pay the cost of: -

- 29.1 Dental up to the limit of ZMW5,000 per annum per member.
- 29.2 Optical up to the limit of ZMW4,000 every two years.

Other ailments will be covered under the general Sancare Medical Insurance general terms and conditions.

30. ³HOTLINE ALLOWANCE

Hotline Allowance is no longer applicable, as this function was migrated to external vendor(s).

31. BARGAINING UNIT NEGOTIATIONS

All future meetings will be held outside the Bank Premises to avoid disturbances, or Virtually on the basis of COVID management.

32. PAY DAY

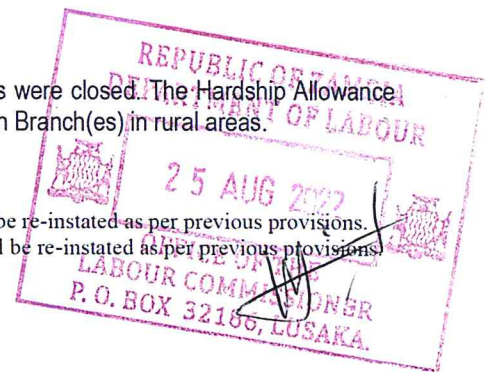
Pay day shall be 23rd of every month or Friday if 23rd falls on the weekend.

33. ⁴HARDSHIP ALLOWANCE

Hardship Allowance is no longer applicable as the Bank's rural Branches were closed. The Hardship Allowance may be reinstated as was in previous agreement, should the Bank re-open Branch(es) in rural areas.

³ HOTLINE ALLOWANCE - should the Bank's strategy change, the item will be re-instated as per previous provisions

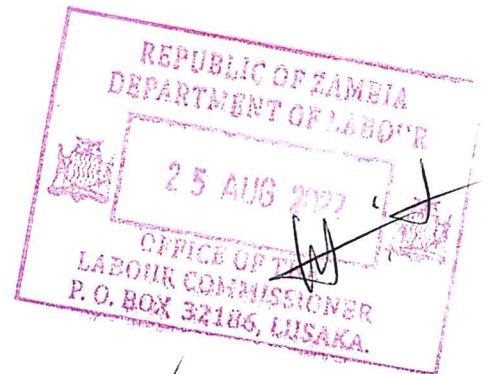
⁴ HARDSHIP ALLOWANCE - should the Bank's strategy change, the item will be re-instated as per previous provisions



Handwritten signatures and initials at the bottom of the page include: 'Samuel', 'KLL', 'KC', 'C-GR', and several other illegible signatures.

34. PENSION CONTRIBUTION LEVELS

The pension contribution levels shall be 10% and 7.5% of monthly basic salary for the Bank and Employee respectively with effect from 1st April 2022, with an option for staff to voluntarily increase their contribution.



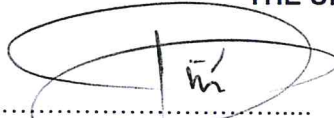
Handwritten signatures and initials:
- A blue signature on the left.
- A black signature above the initials "KRR".
- The initials "KRR" in black.
- The initials "KC" in black.
- A black signature to the right of "KC".
- The initials "C.G." in black.
- A circled signature at the bottom right.

IN WITNESS WHEREOF WE HAVE HEREUNDER SET OUR HAND

THIS 12TH DAY OF APRIL 2022

FOR AND ON BEHALF OF
THE EMPLOYER

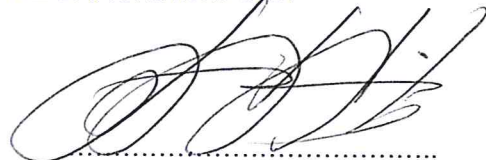
FOR AND ON BEHALF OF
THE UNION



FANWELL PHIRI
CHAIRPERSON – COLLECTIVE BARGAINING UNIT



HERMAN KASEKENDE
MANAGING DIRECTOR
STANDARD CHARTERED
BANK ZAMBIA PLC



KASAPO S. KABENDE
GENERAL SECRETARY
ZUFIAW



MUTU MUBITA
HEAD HUMAN RESOURCES
STANDARD CHARTERED
BANK ZAMBIA PLC



RABECCA CHIKANGE
BRANCH CHAIRPERSON
ZUFIAW

 12/07/22

CHIMBAMBA GUMBO
DELEGATION LEADER
SCBZ



LEONARD KAPUTULA
DELEGATION LEADER
ZUFIAW


KATWA CHISOLA
BRANCH SECRETARY
ZUFIAW

KC

C.G