



**MEMORANDUM OF COLLECTIVE AGREEMENT**

**BETWEEN**

**The Patents and Companies Registration  
Agency  
(Hereinafter referred to as the "Agency")**

**AND**

**The Zambia Union of Financial Institutions and  
Allied Workers  
(Hereinafter referred to as the "Union")**

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**MEMORANDUM OF COLLECTIVE AGREEMENT  
BETWEEN  
Patents and Companies Registration Agency  
(Hereinafter referred to as the "Agency")  
AND  
The Zambia Union of Financial Institutions and Allied  
Workers  
(Hereinafter referred to as the "Union")**

**1.0 PREAMBLE**

This Collective Agreement is made on the day of ..... between the **Patents and Companies Registration Agency**, a statutory body under the Ministry of Commerce Trade and Industry (hereinafter called "the Agency") of the one part and the **Zambia Union of Financial Institution and Allied Workers** (ZUFIAW, the Trade Union registered under the Industrial and Labour Relations Act CAP 269 of the Laws of Zambia (hereinafter called "the Union") of the other part.

**WHEREAS** the Agency is desirous to keep employees' conditions of service competitive to attract and retain talented and skilled employees.

**WHEREAS** the Union is committed to negotiate for better conditions of service for its members to contribute to the realization of the Agency's vision.

**AND WHEREAS** the Parties have a Recognition Agreement which enables them to negotiate with each other.

**NOW, THEREFORE**, this Agreement witnesseth as follows:

**2.0 DEFINITIONS**

The following words and expressions shall have the following meanings unless the Agreement specifies otherwise.

- 2.1 **"Basic Salary"** shall mean the standard rate of pay before additional payments such as allowances and bonuses for a period not exceeding one month.
- 2.2 **"Agency"** or **"Employer"** shall mean the Patents and Companies Registration Agency.
- 2.3 **"Child"** shall mean a child registered by an eligible employee.
- 2.4 **"Eligible Employee"** shall mean Unionised employee of the Patents and Companies Registration Agency as agreed in the Memorandum of Collective Agreement.

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- 2.5 **“Management”** shall mean Management of the Patents and companies Registration Agency as agreed in the memorandum of Collective Agreement.
- 2.6 **“Registered dependent”** shall mean the spouse of an employee, plus the biological off springs or stepchildren or legally adopted children of an eligible employee to the age of 21 years registered with the Agency.
- 2.7 **“Spouse”** shall mean the registered wife or husband of an eligible employee. This definition shall not affect spouses in a polygamous marriage.
- 2.8 **“Union”** shall mean The Zambia Union of Financial Institution and Allied Workers.

### 3.0 APPLICATION

This Collective Agreement shall be binding on all employees who are employed by the Agency and are members of the Union.

### 4.0 DURATION OF AGREEMENT

- 4.1 This Collective Agreement shall be valid for a period of two (2) years commencing 1<sup>st</sup> January 2023 to 31<sup>st</sup> December 2024 except for item on clause 7.0
- 4.2 This Agreement shall be valid for as long as the Collective Agreement between the Agency and the Union remains in force.

### 5.0 VARIATION CLAUSE

- 5.1 Within 12 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.
- 5.2 Any time after twenty-one (21) months of commencement of this agreement, either party will give to the other six (6) week's 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 herein.
- 5.3 In the event of emergency cases, both parties shall endeavour to meet as soon as possible but not later than fourteen (14) days.
- 5.4 Any variation to this agreement shall be done through the Bargaining Unit.

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**6.0 EFFECTIVE DATE**

The effective date of this Collective Agreement shall be on **1<sup>ST</sup> JANUARY 2023**

**7.0 SALARIES**

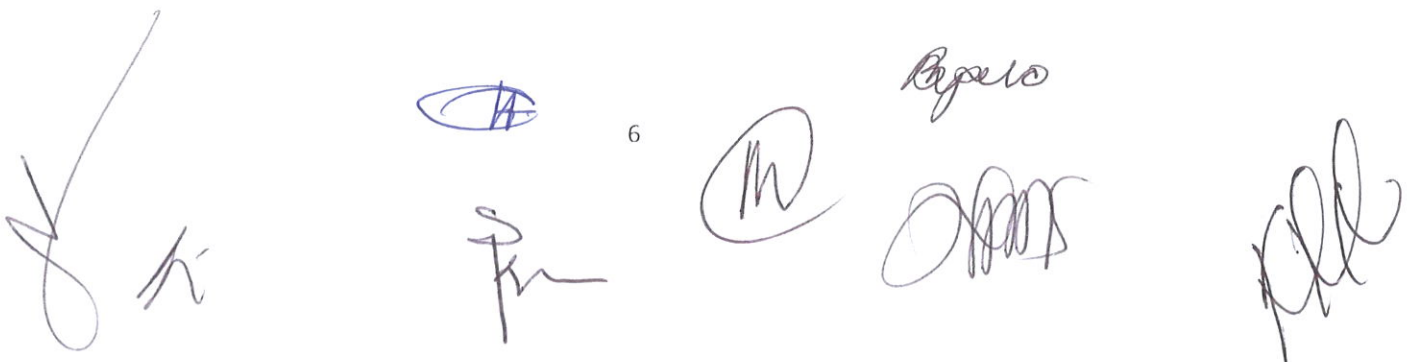
- 7.1 An employee of the Agency shall be paid a salary due to that employee on the 25<sup>th</sup> day of each month or the last working day before 25<sup>th</sup> if the 25<sup>th</sup> is a non-working day.
- 7.2 Salaries shall be paid in arrears of monthly instalments calculated at 1/12 of the annual rate of pay.
- 7.3 With effect from 1<sup>st</sup> January 2023, the monthly basic salaries and conditions of service have been revised.
- 7.4 The monthly basic salaries have been adjusted upwards as per schedule below and are valid for a period of 12 months or up to 31<sup>st</sup> December 2023, or otherwise agreed to between the parties from time to time.

| <b>PACRA 2023 SALARIES FOR UNIONISED EMPLOYEES</b> |                     |                             |
|----------------------------------------------------|---------------------|-----------------------------|
| <b>SN</b>                                          | <b>SALARY GRADE</b> | <b>MONTHLY BASIC SALARY</b> |
| <b>1.</b>                                          | <b>P4</b>           | <b>K18, 819.60</b>          |
| <b>2.</b>                                          | <b>P5</b>           | <b>K13, 361.92</b>          |
| <b>3.</b>                                          | <b>P6</b>           | <b>K9, 486.96</b>           |
| <b>4.</b>                                          | <b>P7</b>           | <b>K6, 735.74</b>           |

- The above basic salaries have a uniform intergrade of 29%

**8.0 SALARY ADVANCE**

- 8.1 An application for a salary advance shall be considered on its merits by the Registrar. The advance shall be interest free and up to a maximum of an employee's one (1) month's gross salary and shall be repayable in three (3) monthly instalments.
- 8.2 **Additional Salary Advance:** An additional salary advance may be granted only when previous advances have fully been repaid except in compelling circumstances.

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**9.0 LOANS (EDUCATION, HOUSING, BUILDING, MOTOR VEHICLE, PERSONAL LOAN AND ADDITIONAL)**

- 9.1 Subject to availability of funds and to repayment ability, the Loans Committee may approve a loan to address an employee's personal problem, provided that in all circumstances the employee's take home pay should go below 25% of net pay.
- 9.2 All loans from the Agency shall attract interest at the rate of 7% per annum and may be revised from time to time.
- 9.3 The repayment period is sixty (60) months.

**10.0 SECURITY LOANS**

The Agency shall hold title to any property purchased or built in full under the loan scheme until the loan and interest are repaid.

**11.0 PENSION**

- 11.1 In-house Pension: The employer and employee contribute 7.5% each of the basic salary inclusive of housing allowance to the private pension scheme (Saturnia Regna Pension Fund). Paid to employees P4 – P7.
- 11.2 This clause shall be reviewed within 12 months from the date of commencement of this Collective Agreement.

**12.0 HOUSING ALLOWANCE**

Housing allowance to paid at 35% of the basic salary.

**13.0 TRANSPORT ALLOWANCE**

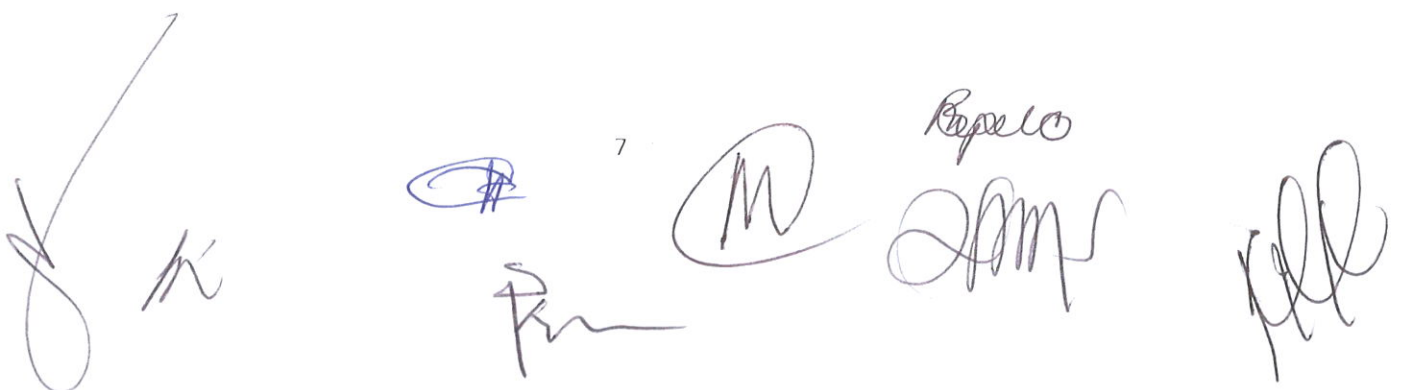
Transport allowance to be paid at 24% of basic salary.

**14.0 MEAL ALLOWANCE**

This to paid to employees working during meal break (13:00 – 14:00) at a rate of K100.

**15.0 OVERTIME**

- 15.1 Overtime shall be paid in accordance with the provisions of section 75 of the Employment Code Act.
- 15.2 This clause shall be reviewed within 12 months from the date of commencement of this Collective Agreement.

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## 16.0 OUT OF POCKET ALLOWANCE

The Agency shall pay out of pocket allowance to employees at a rate of 50% of subsistence allowance per day where an employee is required to be out of station the whole day or is on a local or foreign trip where accommodation is paid for.

## 17.0 DAILY SUBSISTENCE ALLOWANCE – LOCAL TRAVEL

Employees shall be entitled to receive a daily subsistence allowance in accordance with their respective grades when travelling outside the station locally at rates as stated below:

| Grade | Amount (K) |
|-------|------------|
| P4    | 1,000.00   |
| P5    | 900.00     |
| P6    | 800.00     |
| P7    | 750.00     |

## 18.0 SUBSISTENCE ALLOWANCE – FOREIGN TRAVEL

When an employee is travelling abroad, the rate of daily subsistence allowance shall be the rate determined by the Secretary to Cabinet. Where travel is sponsored and the sponsored amount is less than that approved by the Secretary to Cabinet, the Agency may top up to cushion the cost of living in the designated country.

## 19.0 FUNERAL GRANT

In the event of death of an employee or employee's spouse, child or registered parent, the Agency shall pay funeral grant for staff from P4 to P7 of K20,000.00.

## 20.0 ANNUAL LEAVE

20.1 Employees of the Agency shall be entitled to take annual leave for a period not less than twenty-two (22) days which shall be exclusive of public holidays, Saturdays and Sundays.

20.2 All employees shall accrue three (3) leave days per month.

20.3 Employees shall be required to take annual leave. Where this is not possible, the value of leave days accrued for the period of two (2) years may be paid in lieu of leave on application by the employee.

20.4 Accrued leave days will be accumulated up to a maximum of one hundred and eight (108) days for all employees.

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- 20.5 Where an employee applies for leave and the leave application is not approved on account of the employee's services being required, the employee may be permitted to accumulate leave days beyond the maximum allowed.
- 20.6 Employees may be allowed to commute up to a maximum of one hundred and twenty (120) days from the accrued leave days for cash at the discretion of the Registrar, subject to the availability of funds.
- 20.7 When an employee commutes leave days for cash, the commutation payment shall be calculated at the full rate of the employee's substantive basic pay for which the employee is eligible.

**21.0 LEAVE PAY**

Leave pay to be paid at 100% of the basic salary once every year.

**22.0 LEAVE DAYS ACCRUAL**

Employees shall accrue three (3) days a month. the accrued leave days will be accumulated up to a maximum of 108 days.

**23.0 SICK LEAVE**

To be implemented in accordance with Employment Code Act.

**24.0 LOCAL LEAVE**

Employees in the Agency shall be entitled to take local leave from their earned leave days for a period not exceeding twenty-three (23) days which shall be exclusive of public holidays, Saturdays and Sundays.

**25.0 COMPASSIONATE LEAVE**

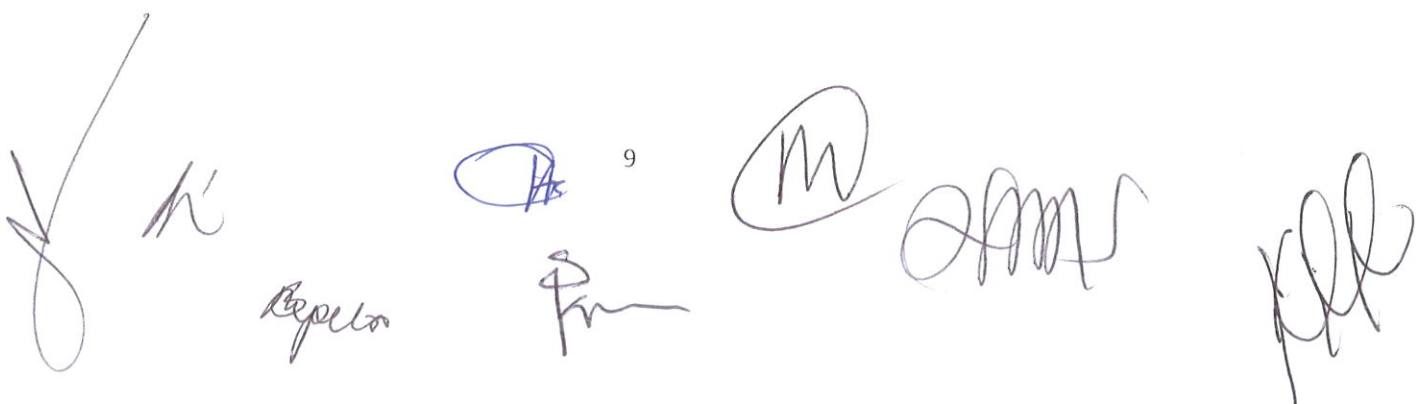
25.1 An Employee is entitled to compassionate leave with full pay for a period of twelve (12) days in a year where that employee has –

- (a) Lost a spouse, parent, child or dependant; or
- (b) a justifiable compassionate ground

25.2 Compassionate leave granted under this clause shall not be deducted from the employee's accrued leave days.

**26.0 UNPAID LEAVE FOR URGENT PERSONAL REASONS**

An employee who is not eligible for local leave or annual leave or has insufficient leave days to proceed on urgent personal leave may apply to the Registrar through the Head of Department for unpaid leave.

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## 27.0 FAMILY RESPONSIBILITY LEAVE

- 27.1 An employee who has worked for the Agency for a period of six (6) months or more, shall be granted leave of absence with pay for a period not exceeding seven (7) days in a year to enable the employee to nurse a sick spouse, child or dependant, except that the Agency may, before granting that leave, require the employee to produce a medical doctor certifying that the spouse, child or dependant is sick and requires special attention.
- 27.2 An employee is entitled to three (3) paid leave days per year to cover responsibilities related to the care, health or education for that employee's child, spouse or dependant.
- 27.3 The leave days taken under this clause shall not be cumulative or deducted from the employee's accrued leave days.

## 28.0 SPECIAL LEAVE

Special paid leave may be granted by the Agency to an employee under the following circumstances:

- (a) For the purpose of sitting an examination necessary for an employee's advancement in the Agency for a period not exceeding ten (10) days provided adequate notification of not less than two (2) weeks has been given the Head of department or Unit who shall in turn notify the Registrar. Except that an employee shall not be entitled to this special leave more than two (2) times in a year.
- (b) Where an employee is absent from duty on the recommendation of a medical doctor because of having been in contact with a person who has an infectious disease.

## 29.0 MATERNITY LEAVE

- 29.1 A female employee is, on production of a medical certificate, entitled to one hundred and twenty (120) days maternity leave, including weekends and public holidays, to be taken:-
- (a) Immediately before the expected date of delivery, except that at least six (6) weeks maternity leave shall be taken immediately after delivery, or after delivery.
- (b) Where a female employee has a multiple birth, the maternity leave under sub clause (i) shall be recommended by a medical doctor.
- 29.2 A female employee who remains in continuous employment with the Agency for a period of twelve (12) months and suffers a miscarriage during the third trimester of pregnancy or bears a still born child is entitled to six (6) weeks leave on full pay immediately after the miscarriage or still birth shall be duly certified by a medical doctor.



- 29.3 On the expiry of a female employer's maternity leave, the employee shall return to the job which the employee held immediately before the maternity leave or to a reasonably suitable job on terms and conditions not less favourable than those which applied to the employee before the maternity leave.
- 29.4 A female employee may, immediately on the expiry of the maternity leave, before resuming duties and with the approval of the Registrar, proceed to sick, annual, compassionate or other leave to which the employee is entitled.
- 29.5 A female employee shall give notice in writing as may be reasonable in the circumstances, to the Agency, of that employee's intention to proceed on maternity leave on a specified date and to return to work thereafter.
- 29.6 A female employee shall not forfeit the employee's annual leave entitlement because of having taken maternity leave.
- 29.7 In the case of a female employee who has worked for the Agency for a period of less than twenty-four (24) months, that employee may go on maternity leave for a period not exceeding one hundred and twenty (120) days and the maternity leave shall be without pay.
- 29.8 A female employee shall not resume work within six (6) weeks of the date of the delivery of the employee's child, unless a medical doctor certifies that the employee is fit to resume work.
- 29.9 For purposes of computing any time frame for a subsisting contract, the period during which a female employee is on maternity leave shall be counted as part of the qualifying period.

### **30.0 FORCED LEAVE**

Where the Agency sends an employee on forced leave, the Agency shall pay the employee full pay during the period of the forced leave and the accrued leave days and other accrued entitlements shall not be affected.

### **31.0 NURSING BREAK**

- 31.1 A female employee who is nursing that employee's unweaned child, is entitled each working day, a time convenient to that employee and having regard to the needs of the child, to at least one (1) nursing break of one (1) hour.
- 31.2 The nursing break shall-
- (a) Be for a period of six (6) months from the date of delivery; and
  - (b) Not be deducted from the number of paid hours of work of that female employee.



### 32.0 PATERNITY LEAVE

Male employee who has completed one (1) year of service or one (1) year after the last paternity leave shall be entitled to five (5) continuous working days with full pay if the employee is the father of the child, upon production of a record of birth of the child duly signed and issued and issued by a medical doctor and the paternity leave should be taken within seven (7) days of the birth of the child.

### 33.0 TRAINING

33.1 Paid study leave may be granted to an employee attending a course of study at that employee's own initiative.

33.2 An employee who successfully completes a program of study or part thereof shall be reimbursed tuition expenses, subject to the following:-

(a) The programme or study should have been approved, as being relevant to the employee's duties, by a Training Committee constituted by the Registrar; and

(b) The employee shall be bonded to the Agency for a period of two (2) years upon completion of the studies.

33.3 Long term study of up to six (6) months for employees serving on long term contract may be granted but shall not be encouraged.

33.4 Long term study of up to twelve (12) months for employees serving on a permanent contract may be granted.

33.5 All employees intending to undertake studies shall be required to sign a Bonding Agreement prior to the commencement of the course.

33.6 An employee who does not serve the bonding period shall refund the Agency in full cost incurred by the Agency for such training.

33.7 Where paid foreign study leave has been granted to an employee the following shall apply:

(a) Economy return air or surface fares;

(b) Air freight of up to 20Kg accompanied plus 30Kg unaccompanied luggage; and

(c) It shall not be the responsibility of the Agency to meet travel expensed to, and upkeep expensed at, the place of study for the family.

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**34.0 UNPAID LEAVE**

Unpaid leave will not be encouraged but may be given at the discretion of the Registrar. An employee of the Agency may be granted unpaid leave for a period not exceeding twenty-four (24) months.

**35.0 STUDY LEAVE**

Paid study leave may be granted at management discretion. Employee granted such leave shall be bonded for the course of three (3) to six (6) months bonded for one (1) year. Course of 7 months or more bonded for two (2) years.

**36.0 MEDICAL SCHEME**

36.1 The Agency run a contributory medical scheme for the benefit of an employee, an employee's spouse and an employee's biological or legally adopted child. The Agency shall contribute 80% towards the medical fees and the remaining 20% shall be contributed by the employee.

36.2 The medical fees allocated per annum to an employee and employee's eligible beneficiaries, as set out in this clause, shall not in total exceed three (3) times that employee's gross salary.

**37.0 SPECIAL MEDICAL TREATMENT**

37.1 In the event of an employee being referred for specialist medical treatment abroad by a medical doctor recognized by the Agency, the Agency may, with the express permission of the Human Resource and Administration Manager in consultation with the Registrar, consider paying for such treatment, including any necessary standard subsistence allowances and travel as applicable to the situation.

37.2 The Human Resource and Administration Manager in consultation with the Registrar shall, when approving the specialist medical treatment abroad, take into consideration the following conditions:

- (a) the cost to be shared between the Agency and the employee as stipulated under the Contributory Medical Scheme.
- (b) the production, by the employee, of an authentic referral letter from a medical doctor from a Health Care Provider under the Contributory Medical Scheme certifying that the nature of the treatment sought is not available in Zambia.

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37.3 The Agency's assistance, as regards specialist medical treatment abroad, shall be limited to-

- (a) the actual cost of treatment including drugs and any direct or indirect medical care;
- (b) reasonable upkeep cost for the care-giver;
- (c) reasonable traveling expenses incidental to the treatment; and
- (d) in the event of death abroad whilst on treatment, the cost of transportation of the remains or the corpse.

37.4 The provision of specialist medical treatment abroad shall be subject to availability of funds and the Agency shall reserve the right to seek a second opinion on the recommendation to seek treatment abroad and may recommend an alternative Health Care Provider both locally and abroad.

37.5 The Agency shall have a deliberate policy to support HIV and AIDS cause and support employees that are infected and affected. The Agency shall have a deliberate policy to support all employees that are suffering from other chronic diseases.

#### **38.0 INSURANCE COMPENSATION OF INJURY**

When an employee is injured while performing official duties, the employee shall be entitled to compensation for the injury in accordance with the existing insurance scheme i.e. Workers Compensation.

The Agency shall maintain an appropriate Group Insurance Scheme for Group Life Assurance. Currently the GLA is with Sanlam.

#### **39.0 PERFORMANCE BONUS**

An annual performance bonus may be paid to employees who meet or exceed their performance targets, subject to approval by the Board.

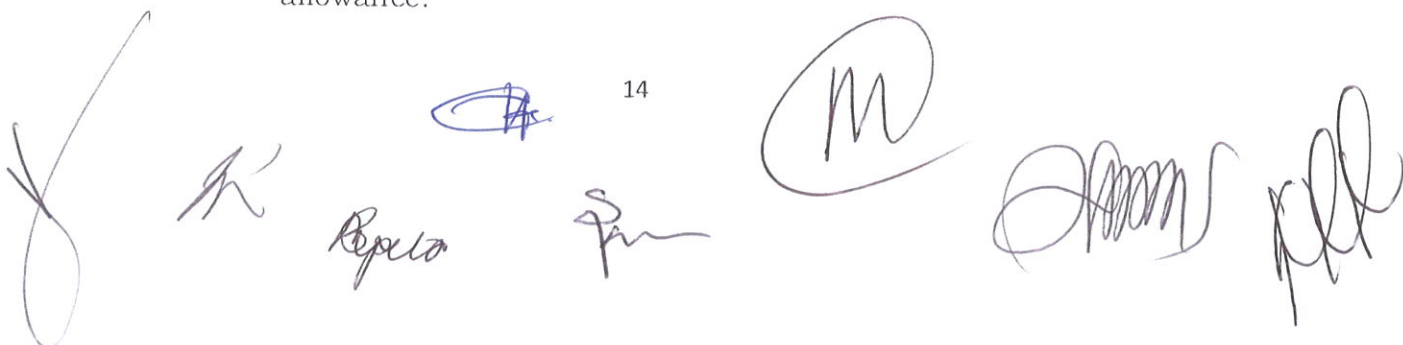
#### **40.0 PERFORMANCE APPRAISAL**

An employee's performance shall be appraised annually in line with the Performance Management and Appraisal System Policy.

#### **41.0 TRANSFER (INITIATED BY MANAGEMENT)**

When a transfer is initiated by management, the employee will be paid as follows:

- (a) Settling in allowance equivalent to one (1) month's basic salary;
- (b) DSA for fourteen (14) days are paid only when employees have been transferred from one (1) regional office to another; and
- (c) An employee who initiates the transfer is not entitled to any allowance.

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**42.0 SECONDMENT**

An employee of the Agency on secondment shall:-

- (a) Continue to be an employee of the Agency for the duration of the secondment and shall, subject to the terms of the secondment, the Conditions of Services and the Handbook, be entitled to all the employees' Conditions of Service;
- (b) Accrue leave days unless the terms of secondment expressly stipulate otherwise; and
- (c) Continue servicing their financial obligations with the Agency.

**43.0 ACTING APPOINTMENT ALLOWANCE**

An employee shall be entitled to the difference between the employee's substantive basic salary including all allowances and that of the higher position in which the employee is acting where an employee acts for a minimum period of fifteen (15) working days.

**44.0 RESPONSIBILITY ALLOWANCE:**

An employee shall be paid a responsibility allowance where an employee is assigned to perform additional responsibilities for a job in the same grade and where there is one to act.

- (a) The responsibility allowance is 25% of the employee's basic salary
- (b) For purposes of this clause, the basic salary for employees on scale P4 and below shall include housing allowance.

**45.0 TERMINATION BY NOTICE OR PAYMENT IN LIEU OF NOTICE**

- 45.1 The Agency may terminate a contract of employment by giving an employee three (3) months written notice or by paying the employee three (3) months salary in lieu of notice, except that the Agency shall not terminate a contract of employment of an employee without a valid reason.
- 45.2 An employee may terminate the contract of employment with the Agency by giving the Agency one (1) month's written notice or paying the Agency one (1) Month's salary in lieu of notice.
- 45.3 On termination of a contract of employment under this clause, the employee shall be paid by the Agency, accrued leave pay and pension from the private pension scheme.

**46.0 TERMINATION BY DEATH OF AN EMPLOYEE**

Where an employee dies while in the service of the Agency, the Agency shall pay funeral grant, benefits from the Group Life Assurance as well as the accumulated benefits.

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#### 47.0 TERMINATION ON MEDICAL GROUNDS

- 47.1 The Agency shall, on the recommendation of a medical doctor, terminate a contract of employment on medical grounds where an employee does not recover from an illness or injury not occasioned by the employee's default after six (6) months from the date the employee notified the Agency of the illness or injury and produced a medical certificate from a medical doctor.
- 47.2 An employee whose contract of employment is terminated on medical grounds shall, in addition to accrued benefits, be entitled to a lump sum of four (4) months' basic salary for each completed year of service and repatriation allowance where applicable.

#### 48.0 TERMINATION BY REDUNDANCY

- 48.1 An employee may be declared redundant by the Agency where-
- (a) the Agency ceases or intends to cease carrying on the business or services by virtue of which the employee is engaged.
  - (b) the business of the Agency ceasing or diminishing or expected ceasing or diminishing the requirement for the employees to carry out work of a particular kind in the place where the employees were engaged; or
  - (c) the employee's conditions of service are adversely altered, and the employee has not consented.
- 48.2 An employee who is declared redundant by the Agency shall be entitled to -
- (a) three (3) months gross salary for each completed year of service;
  - (b) benefits set out in clause 45.3;
  - (c) repatriation allowance where applicable; and
  - (d) remain on the payroll until the employee has been paid all terminal benefits.

#### 49.0 PAYMENT OF BENEFITS ON TERMINATION OF EMPLOYMENT ON DISCIPLINARY GROUNDS

An employee whose contract has been terminated on disciplinary grounds shall be paid:

- (a) Pension paid by the Pension fund Manager, as provided in pension legislation, if the employee had a permanent contract
- (b) Accrued leave days.

#### 50.0 NORMAL WORKING HOURS

The basic working hours for eligible employees shall be eight (8) hours, from **08:00 hours to 17:00 hours**, Monday to Friday.

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**51.0 LUNCH HOUR**

Lunch hour shall be from 13:00 hours to 14:00 hours to eligible employees.

**52.0 MOTHER'S DAY**

All female employees are entitled to a day-off every month. However, notice should be given 24 hours prior to taking leave; In case of emergency, twenty (24) hours' notice may be dispensed by the supervisor. Mother's days shall not be cumulative.

*[Handwritten signatures and initials]*

*[Large handwritten mark]* *[Initials]* *[Signature]* *[Signature]* *[Signature]* *[Signature]* *[Signature]*



**SIGNED**

For and on behalf of )  
Patents and Companies Registration )  
Agency in the presence of: )

.....  
**WILSON BANDA**  
**ACTING REGISTRAR AND CHIEF**  
**EXECUTIVE OFFICER**

**MANGEMENT TEAM**



.....  
**CLYDE H. SIAMACHOKA**  
**HUMAN RESOURCE AND ADMINISTRATION MANAGER**



.....  
**BELINDA L. M. SIANKUMO**  
**BOARD SECRETARY AND LEGAL COUNSEL**

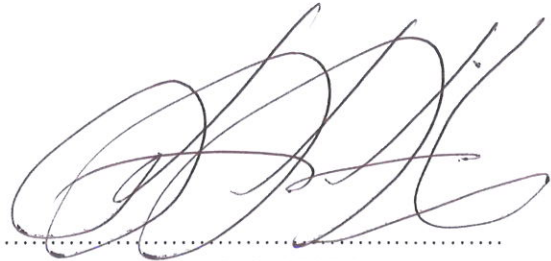


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**MWEWA C. MPUMPU**  
**ACTING CHIEF FINANCE OFFICER**

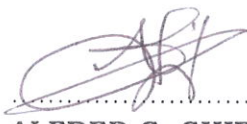
**UNION TEAM**

**SIGNED**

For and on behalf of Zambia Union )  
of Financial Institutions and Allied )  
Workers in the presence of: )



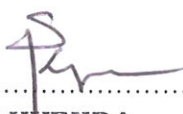
.....  
**KASAPO S. KABENDE**  
**GENERAL SECRETARY**

 10/4/23.

.....  
**ALFRED C. CHIFOTA**  
**ZUFIAW PRESIDENT**



.....  
**SAMPI MUTEPUKA**  
**BRANCH CHAIRPERSON**



.....  
**STANELY KVENDA**  
**BRANCH SECRETARY**