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REPUBLIC OF ZAMBIA

In reply please quote:

No.:.....

DL/101/6/225

MINISTRY OF LABOUR AND SOCIAL SECURITY

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

25th August, 2020

The Human Resources and Administration
Pensions and Insurance Authority
LUSAKA

The General Secretary
Zambia Union of Financial Institutions and Allied Workers
LUSAKA

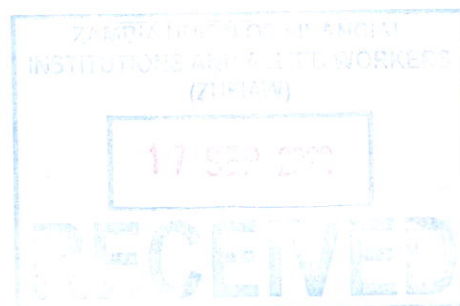
RE: APPROVAL OF COLLECTIVE AGREEMENT

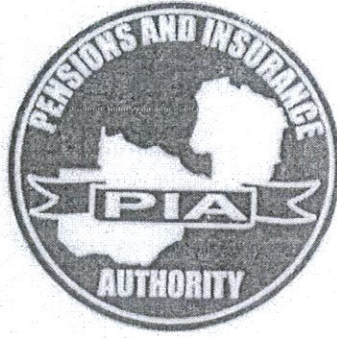
Reference is made to the above captioned subject.

I am pleased to inform you that your Collective Agreement has been approved and registered accordingly.

Find enclosed copies of the said document for your record and adoption.

Nalukui Daka (Ms.)
Labour Inspector
For/LABOUR COMMISSIONER





PENSIONS AND INSURANCE AUTHORITY

And

THE ZAMBIA UNION OF FINANCIAL INSTITUTIONS AND ALLIED WORKERS

COLLECTIVE AGREEMENT

2020- 2021



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COLLECTIVE AGREEMENT BETWEEN THE PENSIONS AND INSURANCE AUTHORITY (PIA) AND THE ZAMBIA UNION OF FINANCIAL INSTITUTIONS AND ALLIED WORKERS (ZUFIAW)

1.0 INTRODUCTION

This collective agreement is made on the..... between the Pensions and Insurance Authority (PIA) a body corporate established by the Pensions Scheme Regulation Act No 28 of 1996 (as amended by Act No. 27 of 2005) and the Zambia Union of Financial Institutions and Allied Workers (ZUFIAW), having met in free association to negotiate the salaries/wages and conditions and service for eligible employees as determined by the recognition agreement of 23rd February 2004. It is mutually agreed that this collective Agreement will run from 1st January 2020 to 31 December 2021.

2.0 ELIGIBILITY

This Collective Agreement and any amendments which may be made thereafter from time to time, is applicable to the unionised staff of the Pensions and Insurance Authority.

3.0 INTERPRETATIONS

In this agreement, unless the context otherwise requires, the singular shall include the plural and the masculine the feminine and the following words and expressions shall have the following meanings:

“Authority’: means The Pensions and Insurance Authority

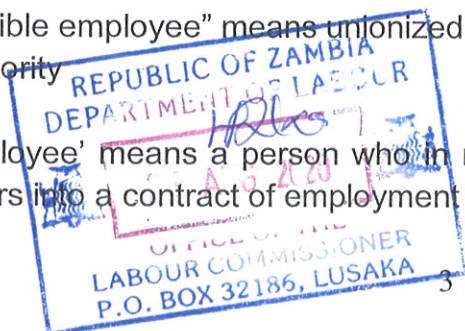
“Basic salary” means the standard rate of pay before additional payments such as allowances and bonuses for a period not exceeding one month.

“Child” means offspring, legally adopted child or stepchild under the age of 21 years or if over 21 years, undergoing education at a recognised institution but subject to age limit of 25;

“Contract of employment” means an agreement establishing an employment relationship between an employer and an employee, whether express or implied, and if express, whether oral or in writing.

“Eligible employee” means unionized employee of the Pensions and Insurance Authority

Employee’ means a person who in return for wages (salary) or commission, enters into a contract of employment with the Authority in accordance with the



Employment Code. The term employee may in some cases be substituted with 'staff' or 'worker'.

Employment Code. The Employment Code Act No.3 of 2019 enacted into law on 12th April 2019

'Employer' means a person in authority who in return for service enters into a contract of employment in accordance with the Employment Code or as stated in the Industrial and Labour Relations Act.

"Full pay" means basic pay, allowances and the cash equivalent of any allowances in kind applicable for a period not exceeding one month, but does not include payments in respect of any bonus.

"Gratuity" means a payment made to an employee in respect of a person's service on the expiry of a long-term contract of employment based on basic pay earnings that have accrued to the employee during the term of service. However, gratuity shall not apply to contracts under the permanent and pensionable terms of employment.

"Immediate family" means a spouse, child, parent, guardian, sibling, grandchild, grandparent or dependent of an employee.

"Leave year" means calendar year;

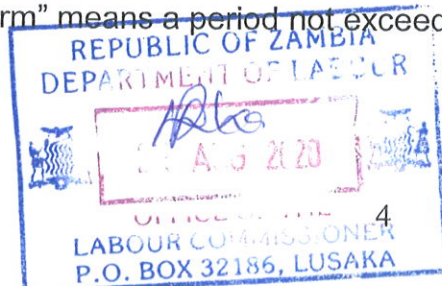
"Long-term contract" means a contract of service for;

- a) a period exceeding twelve months, renewable for a further term or
- b) the performance of a specific task or project to be undertaken over a specified period of time, and whose termination is fixed in advance by both parties.

"Management" means management of the Pensions and Insurance Authority and/ as stated in Industrial and Labour Relations Act.

"Part-time" means employment under a contract of employment that stipulates fewer working hours per week than those stipulated for full-time by an employer;

"Short-term" means a period not exceeding twelve months.



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“Temporary employment” means employment under a contract of employment where a person is engaged to do relief work in the absence of a substantive employee

“Union” means the Zambia Union of Financial Institutions and Allied Workers

4.0 APPOINTMENTS

4.1 All appointments shall be made by the Registrar or any officer of the Authority duly exercising the authority of the Registrar.

4.2 Employment shall be deemed to have commenced on the date the employee first reports for duty and is in receipt of a letter of appointment signed by an authorised officer of the Authority.

5.0 PROBATION

5.1 An employee may be employed for a probationary period of not exceeding three months for the purpose of determining their suitability for appointment. An assessment of an employee shall be taken by the employer during the probationary period and the result of the assessment shall be communicated to the employee before the end of the probationary period. Where necessary, the probationary period may be extended for a period not exceeding three months.

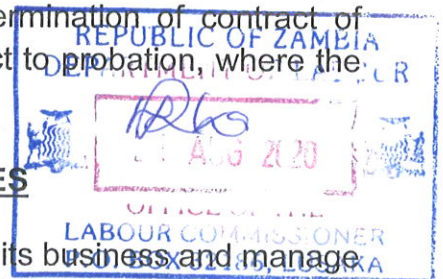
5.2 Where, during the probation period, an employer determines after an assessment that an employee is not suitable for the job, the employer shall terminate the contract of employment by giving the employee at least twenty-four hours' notice of the termination.

5.3 An employer who is satisfied with the performance of an employee after a probation period shall notify the employee, in writing of the confirmation of employment.

5.4 An employee who is re-employed by the same employer for the same job within a period of two years from the date of termination of contract of employment with that employer shall not be subject to probation, where the termination was not performance related.

6.0 MANAGEMENT AND EMPLOYEE RESPONSIBILITIES

6.1 The Authority has the sole responsibility to conduct its business and manage its operations in such a manner, as it shall see fit. Accordingly, the Authority shall have the right at its sole discretion to:



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- (a) Set policy, manage its business, conduct operations, which shall include determining working days and shift patterns, time, methods and manner of work, allocation of work and number of employees required in any division or department;
- (b) Determine that work is done in accordance with operational requirements, to establish the methods, speed and quality of work to be performed;
- (c) To control and regulate the use of all equipment and property of the Authority;
- (d) To ensure discipline and effect disciplinary measures within the PIA disciplinary code.

6.2 The employee shall at all times;

- a) Perform conscientiously and to the best of his/her ability, any work that the Authority may require him/her to perform;
- b) Attend work as scheduled
- c) Obey and comply with all lawful orders given by the Authority;
- d) Observe all the rules, regulations and arrangements of the Authority in force for the management of the Authority's property or for the maintenances of health, safety and welfare and good conduct of the employees

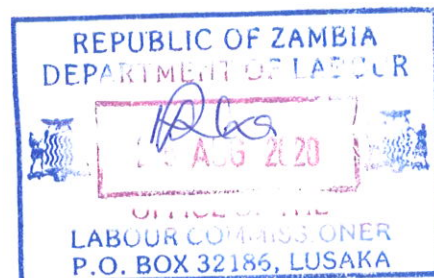
7.0 MEDICAL CERTIFICATE

A prospective employee shall be required to submit a medical certificate in line with the Employment Code. This certificate shall be submitted to Human Resource before or on the day of engagement

8.0 HOURS OF WORK

8.1 Working hours of the Authority are: -

- 08:00 hours -13:00 Hours-Morning
- 13:00 hours-14:00 Hours-Lunch break
- 14:00 hours-17:00 Hours-Afternoon



8.2 Working days shall be Monday to Friday excluding holidays.

8.3 Any hours beyond this shall constitute overtime for all unionised employees.

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9.0 OVERTIME

Employees requested to work beyond working hours will be entitled to overtime calculated as follows:

9.1 Normal working day
Hourly rate X 1.5

9.2 Public holidays, Saturdays and Sundays
Hourly rate X 2

10.0 BASIC SALARY

The Authority hereby agrees with the Union to award all unionised workers a salary increase of 5% effective 1st January, 2020.

The Authority pays salaries monthly in arrears. The official payday is 25th of every month, or the last working day if the 25th is a public holiday, a Saturday or a Sunday

11.0 ALLOWANCES

11.1 Housing Allowance

The Authority shall pay a Housing Allowance of 10% of basic salary per Month effective 1st January 2020.

11.2 Acting Allowance

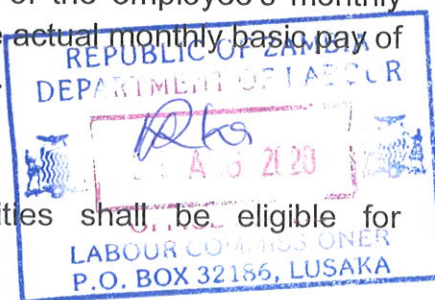
Employee appointed to act in a senior position shall be eligible for acting allowance provided;

- (a) The appointment is in writing and prior approval is obtained from relevant authorities.
- (b) The acting period is not less than 10 working days.

Acting allowance shall either be 30% of the employee's monthly basic pay or the difference between the actual monthly basic pay of the two employees whichever is higher.

11.3 Responsibility Allowance

Employee given additional responsibilities shall be eligible for responsibility allowance provided that;



- (a) The allocation of additional responsibilities is in writing and prior approval is obtained from relevant authorities.
- (b) The period is of not less than 10 working days.

Responsibility allowance shall be 30% of the employee's monthly basic pay.

11.4 Transport Allowance

- (a) The Authority shall pay transport allowance of K1,500 to all unionised members of staff who are not entitled to fuel allowance.
- (b) Management shall ensure that staff asked to work after 18:00 hrs is either provided with a taxi fare or transport.

11.5 Fuel Allowance

The Authority shall pay each unionized employee in grade 4 the equivalent of 150 litres net of tax - fuel allowance per month.

11.6 Kilometre Allowance

Where an employee is granted to use his or her personal vehicle for official duties outside a total radius of 25 kilometres, the Authority shall pay the following to cover fuel and vehicle maintenance;

(a) 4x4 vehicles

$$\text{Fuel Cost} = \text{Distance} \times \frac{\text{fuel price} \times 1.1 \times 2}{5}$$

5

(b) Saloon Cars

$$\text{Fuel Cost} = \text{Distance} \times \frac{\text{fuel price} \times 1.1 \times 2}{10}$$

10

Where:

10 = the average fuel consumption of saloon/estate vehicles per kilometre

5 = the average fuel consumption of four-wheel drive vehicles per kilometre

2 = Return distance covered

1.1 = The cost of fuel plus 10 for contingency

11.7 Lunch Allowance

A lunch allowance of K100 shall be paid to:



m
f
G
(c)

- a) An employee who is required to be away from the duty station on official business
- b) An employee who works over lunch time
- c) Lunch allowance will however not be given without prior approval. At the same time the supervisor shall provide the work in advance

11.8 **Airtime**

A provision for airtime is granted at the following rates:

Grade 4 at K200

Grade 5 at K180

11.9 **Travel On Duty Allowance (Subsistence Allowance)**

11.9.1 Where employee opts to make own lodging arrangements whilst on local travel, the Authority shall pay such an employee the following rates as subsistence allowance:

(i)	Grades 4 & 5	K1,100
(ii)	Grades 6-10	K1,000

11.9.2 In case where the Authority pays for the cost of boarding and lodging at a hotel or rest house for employees travelling on local authorised tours, such employee shall be entitled to an out of pocket allowance at the following rates:

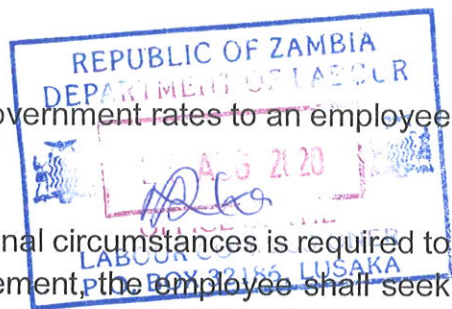
(i)	Grades 4 & 5	K250
(ii)	Grades 6-10	K200

The provisions of 11.9.2 above shall cover, but will not be limited to employees attending Union duties (functions), seminars, workshops and business functions.

11.10 **Foreign Travel Allowance**

The Authority shall pay the prevailing Government rates to an employee travelling abroad on duty.

However, where an employee in exceptional circumstances is required to incur expenditure greater than the entitlement the employee shall seek re-imbursement of extra expenditure incurred provided that there is prior approval and if unattainable such expense should be supported by receipts and a full explanation of circumstances which gave rise to the claim.



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11.11 Repatriation Allowance

Repatriation Allowance shall be considered based on the Employment Code and any other prevailing Law.

12.0 CONTRACT GRATUITY

Employees shall qualify for contract gratuity on satisfactory completion of 3 years of service at the rate of 35% of the Final Salary and shall be payable at the end of the contractual period.

In the event that employee dies, or service is terminated before expiry of the contract, the Authority shall pay gratuity proportionate to the period served.

13.0 LEAVE

13.1 Annual Leave

All employees shall be obliged to take annual leave of not less than twenty-one days in every twelve months. For the purposes of this provision, the period of twelve months shall be the period starting on the date the employee reported back for work from annual leave taken or the date of reporting for work as a new employee whichever may be the case.

Entitlement

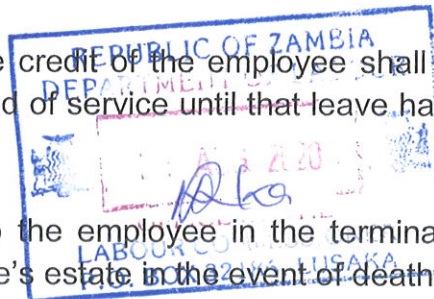
The following leave days shall accrue to employees-

- a) Grade 4-7 34 days per annum
- b) Grade 8-11 30 days per annum

Utilization

The date on which leave may be granted and the period of such leave shall be subject to the convenience of the Authority. The following conditions shall apply:

- (a) Approved leave shall be exclusive of Saturdays, Sundays and Public Holidays.
- (b) Leave taken shall form part of the service period of an employee.
- (c) Leave that has accrued to the credit of the employee shall not be considered as part of the period of service until that leave has been taken.
- (d) Leave accrued will be paid to the employee in the termination of employment or to the employee's estate in the event of death.



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- (e) Employee proceeding on annual leave shall be entitled to a travel allowance equivalent to one-month basic salary or calculated at **(Full Pay X number of accrued leave days)/ 26 days in line with the Employment Code** where the leave travel allowance calculation is less superior.

13.2 Sick Leave

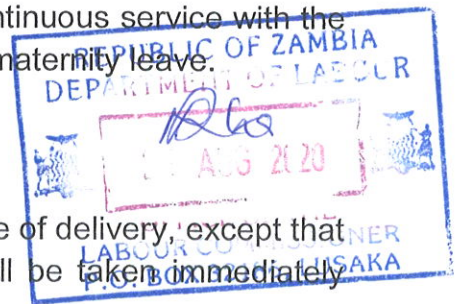
The Authority shall grant leave to an employee who is unable to execute normal duties due to ill health or injury provided that any absence is covered by a medical certificate from a registered medical or dental practitioner. In case of prolonged absence, an employee on

- a) Short Term contract shall be:
 - i. paid full pay for the equivalent of twenty – six working days of the sick leave;
 - ii. and thereafter, half pay for the equivalent of the next twenty-six working days of the sick leave.
- b) Long Term contract shall be: -
 - i. On full pay for the first 90 days
 - ii. On half pay for a further period of 90 days
- c) The Authority may, on recommendation of the medical doctor, discharge an employee on medical grounds where the employee does not recover from the illness or injury after six months of the date of the illness or injury.
- d) An employee whose employment is terminated on medical grounds under clause (C) is, in addition to any other accrued benefits, entitled to a lump sum of not less than three months' basic pay for each completed year of service.

13.3 Maternity Leave

The Authority shall grant female employees maternity leave upon production of a medical certificate provided:

- a) Employee has completed at least 6 months of continuous service with the Authority or two years has elapsed since her last maternity leave.
- b) Fourteen weeks' maternity leave to be taken:
 - (i) Immediately preceding the expected date of delivery, except that at least six weeks' maternity leave shall be taken immediately after delivery; or after the delivery.



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- (ii) The maternity leave shall, in the case of a multiple birth be extended for a further period of four weeks.
- c) A female employee who gives birth to a premature child is entitled to an extension of the maternity leave for a period that shall be recommended by a medical doctor.
- d) A female employee who remains in continuous employment with the same employer for a period of twelve months and suffers a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to six weeks leave on full pay immediately after the miscarriage or still birth, except that the miscarriage or still birth shall be duly certified by a medical officer.
- e) The maternity leave is exclusive of any other leave to which a female employee may otherwise be entitled.
- f) Breast feeding mothers will be entitled to 2 hours per day for six (6) months after returning from maternity.

13.4 Paternity Leave

The Authority shall grant male employees 5 continuous working days as paternity leave provided:

- a) Has completed 6 months of service with the Authority
- b) On production of record of birth record signed by a registered medical practitioner
- c) the employee is the father of the child
- d) The leave is taken within seven days of the birth of a child.

13.5 Compassionate Leave

The Authority shall grant compassionate seven days' compassionate leave under the following circumstances: -

- a) Death of spouse
- b) Death of child (including legally adopted children)
- c) Death of other dependants who live/reside with employee
- d) Death of biological parents, sister or brother



13.6 Study Leave

Study leave shall be granted to an employee who requires time off to prepare for approved examinations. Study courses approved by the

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Authority, which requires full time attendance not exceeding three months at the institution of learning shall be dealt with by special arrangements as prescribed in the training policy.

Local studies

Employees undertaking studies will be entitled to leave of 10 days per student per year.

13.7 Unpaid Leave

Provision provided for un paid leave up to 1-year subject to the governing eligibility conditions.

14.0 PUBLIC HOLIDAYS

The Authority shall observe all Gazetted public holidays in the Republic of Zambia.

15.0 LOANS AND ADVANCES

Subject to availability of funds, only employees who have been confirmed shall be eligible to apply for advances and loans.

15.1 Salary Advance

Salary advances shall only be granted at the discretion of management. The recovery period shall be not more than 6 months. 25% of gross pay as take home to apply

15.2 Staff Loans

(a) **Personal Loan (Multi-Purpose)**

A personal loan may be granted to an employee upon application up to 50% of one's annual basic salary. The loan is recoverable in not more than 24 months and shall attract interest at 6.5% per annum on the outstanding balance. 25% of gross pay as take home to apply.

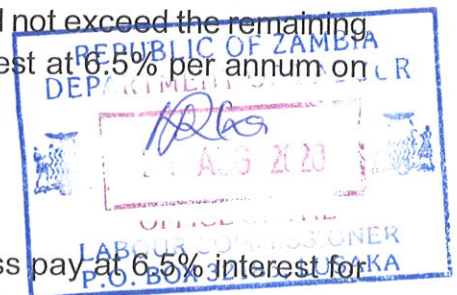
(b) **Car Loan**

A car loan may be granted to an employee upon application up to one's total annual salary. The recovery period shall not exceed the remaining period of the contract and shall attract interest at 6.5% per annum on the outstanding balance.

25% of gross pay as take home to apply.

(c) **Housing Loans**

The maximum is 300% of one's annual gross pay at 6.5% interest for a maximum repayment period of 10 years for grade 4 and a maximum



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of 400% of one's annual gross pay at 6.5% interest for a maximum repayment period of 10 years for grade 5 to 10.

For those on contract but in the union, the period shall be within their contract. The following conditions on housing loans shall be followed;

- i) Insurance to be taken on the loan and to be incurred by applicant
- ii) Up to 10 years recovery period but within the retirement age of 55 years
- iii) Disbursements subject to Management's discretion and approval of the committee which has one seat from the union and based on approved budgetary allocation
- iv) Facility to be based on a revolving fund
- v) Outstanding payments shall be due on termination of employment
- vi) Property to be secured by the Authority
- vii) 6.5% interest on the housing loan
- viii) 25% of gross pay as take home to apply

(d) **Study Loan**

Employees are entitled up to 30% of the annual basic salary. In a case of contract staff, recoverable period shall not exceed remaining period.

All loans and advances shall be approved on condition that the employee does not have less than twenty five per cent of his/her gross earnings as net pay.

15.3 Loan Restructuring

An employee shall have opportunities to restructure his or her loans. However, the modalities will be defined by Management in due course.

16.0 GROUP LIFE ASSURANCE

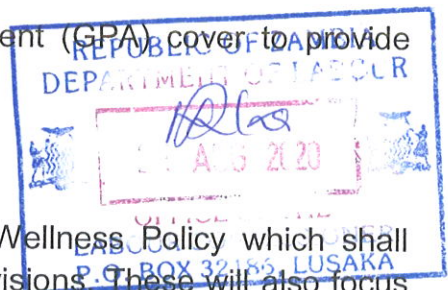
The Authority shall take Group Life Assurance (GLA) policy providing compensation of not less than 3x the annual basic salary.

17.0 GROUP ACCIDENT COVER

The Authority shall take Group Personal Accident (GPA) cover to provide compensation for accidents on duty.

18.0 HEALTH AND SAFETY

The Authority shall develop a comprehensive Wellness Policy which shall specify health matters, HIV/AIDS and safety provisions. These will also focus on preventive measures such as provision for sport for workers.



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With respect to medical care and service the Authority shall subscribe to at least one medical scheme for its employees with the following provisions;

18.1 Eligibility

Only employees of the Authority and their registered dependants are eligible

18.2 Benefits

- (i) Doctors consultation fees which shall include specialist fees provided at the request of the consulting doctor.
- (ii) Tests required by the consulting doctor.
- (iii) Treatment by the consulting doctor.
- (iv) Surgical and gynaecological procedures.

Where service is not available at the University Teaching Hospital (UTH), refund may be given for services obtained elsewhere on production of receipt. Refunds shall also be sought when service is sought outside town; upon production of receipt (s) and within the policy entitlement.

The scheme does not provide for cost of:

- (i) Special equipment such as wheel chairs etc. and
- (ii) Overseas treatment

19.0 UNIFORMS AND PROTECTIVE CLOTHING

The Authority shall provide protective clothing to employee as required.

20.0 DRESS CODE

20.1 Monday – Thursday

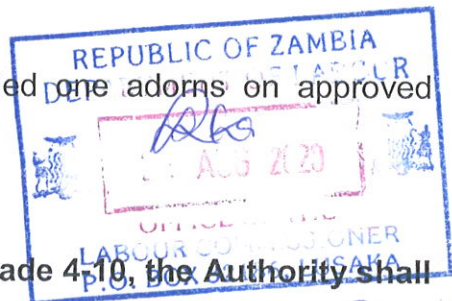
Formal office dress (unless expecting mothers)

20.2 Friday

Formal office dress or casual wear provided one adorns on approved corporate attire.

21.0 FUNERAL GRANT

21.1 In the event of death of employee in grade 4-10, the Authority shall provide:



- (i) A coffin/casket of up to K10,000
- (ii) Cash grant of K5,500
- (iii) Funeral parlour service of K8,000. This includes transport for the coffin.
- (iv) Transport for mourners shall be provided.
- (v) Preparation of body for burial and provision of chairs for the family during burial
- (vi) Wreaths worth K1000

21.2 In the event of employee's registered spouse in grade 4-10, the Authority shall provide;

- I. A coffin of up to K7,500
- II. A cash grant of up to K5,500
- III. Funeral parlour service of K4,000. This includes transport for the coffin.
- IV. Preparation of body for burial and provision of chairs for the family during burial
- V. Subject to availability of funds and provided it is in Lusaka, transport for mourners shall be provided

21.3 In the event of employee registered child, or registered dependant, the Authority shall provide:

- (i) A coffin of up to K 6,000;
- (ii) A cash grants of K3,500;
- (iii) Funeral parlour service. This includes transport for coffin;
- (iv) Preparation of body for burial and provision of chairs for the family during burial; and
- (v) Subject to availability of funds and provided it is within Lusaka, transport for mourners.

21.4 In the event of death of employee's parent, the Authority shall provide K5,500.

21.5 In the event of a still birth, the Authority shall provide a cash grant K2,500.



22.0 SUSPENSION/TERMINATION OF EMPLOYMENT/DISCHARGE FROM EMPLOYMENT AND BENEFITS

22.1 Suspension

Suspension of employment by employer shall be in line with the Disciplinary Code.

22.2 Termination of Contract

Termination of employment by either party shall be as follows:

- a) For temporary employment, it shall be one working days' notice
- b) Failure to renew the contract
- c) For misconduct, dismissal shall be without notice

Misconduct and dismissal shall be guided by the Disciplinary Code and the Employment Code.

22.3 Termination of contract on grounds of ill-health

Employee's contract may be terminated on medical grounds where the Authority receives medical evidence that employee is incapable, by reasons of some infirmity of mind or body of discharging the duties of his/her office and that such infirmity is likely to be long standing. The benefits to be received on such retirement where applicable shall be as laid down in the contract agreement and prevailing Laws.

22.4 Redundancy

The redundancy obligations shall be based on the obtaining redundancy Legislation.

22.5 Separation

Separation of an employee shall be based on the obtaining legislation.

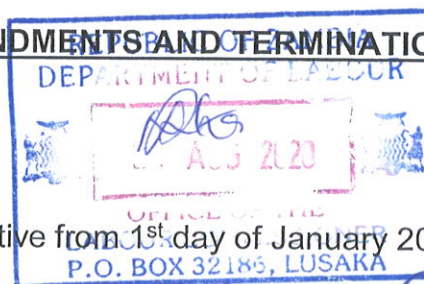
22.6 Severance Provisions

Consideration of Severance provision shall be based on the obtaining legislation.

23.0 COMMENCEMENT, DURATION, AMMENDMENTS AND TERMINATION OF THIS AGREEMENT

23.1 Commencement and Duration

This agreement shall become effective from 1st day of January 2020



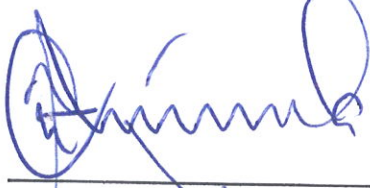
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23.2 Termination and Amendment

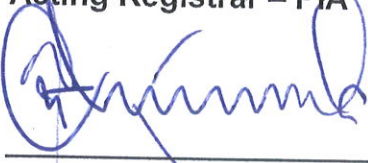
- a) Termination is by mutual consent or replacement by a new agreement negotiated by the parties.
- b) Either party wishing to vary any of the foregoing terms and conditions of service shall give not less than one - month notice in writing giving its intentions and reasons.

In witness whereof, the parties have set their hands at Lusaka PIA Offices on the.....day of July, Two Thousand and Twenty (2020).

FOR AND ON BEHALF OF
THE OFFICE OF REGISTRAR
PENSIONS & INSURANCE



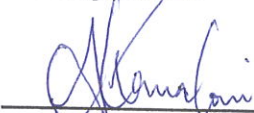
Mr. Tresford Chiyavula
Acting Registrar – PIA



Mr. Tresford Chiyavula
Team Leader- Management



Mrs. Doreen Silungwe
Management



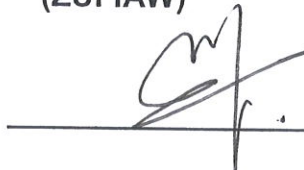
Mrs. Sharon Chipepa
Management



Mrs. Abigail Moono
Human Resource and Administration Manager
Secretary

FOR AND ON BEHALF OF
ZAMBIA UNION OF


FINANCIAL INSTITUTIONS
AND ALLIED WORKERS
(ZUFIAW)



Mr. Chingati Msiska
General Secretary- ZUFIAW



pp Ms. Lusa Mulanda
Team leader- Union



Mr. Mucholo Mudenda
Member



Mr. Eliya Mvula
Member

1/7/2020

