

ZUFIAW
ZAMBIA UNION OF FINANCIAL
INSTITUTIONS AND ALLIED
WORKERS

COLLECTIVE AGREEMENT

BETWEEN

THE PUBLIC SERVICE PENSIONS FUND BOARD
(PSPFB)

AND

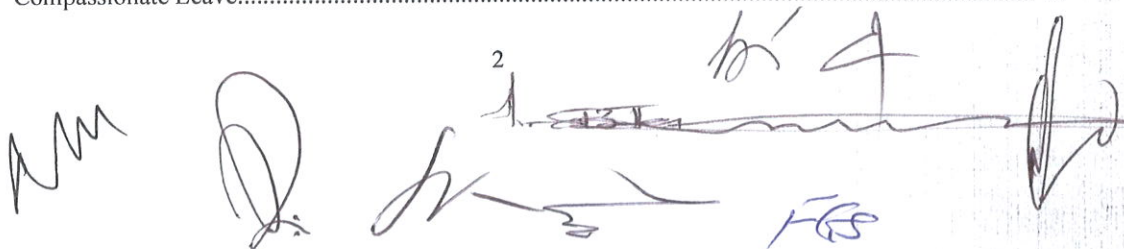
ZAMBIA UNION OF FINANCIAL INSTITUTIONS AND ALLIED WORKERS
(ZUFIAW)

FOR THE PERIOD 1ST JANUARY 2020 TO 31ST DECEMBER 2021

CONFIDENTIAL

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1.0 PREAMBLE

1.0 This Collective Agreement is made the day of **January 2020** between the **Public Service Pensions Fund Board**, a statutory body established by the Public Service Pensions Act CAP 260 of the Laws of Zambia (hereinafter called "the Board") of the one part and the **Zambia Union of Financial Institutions and Allied Workers** a 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 Board 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 realisation of the Board's vision 'To be the best public pension scheme.'

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

2.0 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 "**Board**" shall mean the Public Service Pensions Fund Board.

2.3 "**Child**" shall mean a child registered by an eligible employee.

2.4 "**Eligible employee**" shall mean Unionised employee of the Public Service Pensions Fund Board as agreed in the Memorandum of Recognition Agreement.

2.5 "**Full Pay**" shall mean 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.

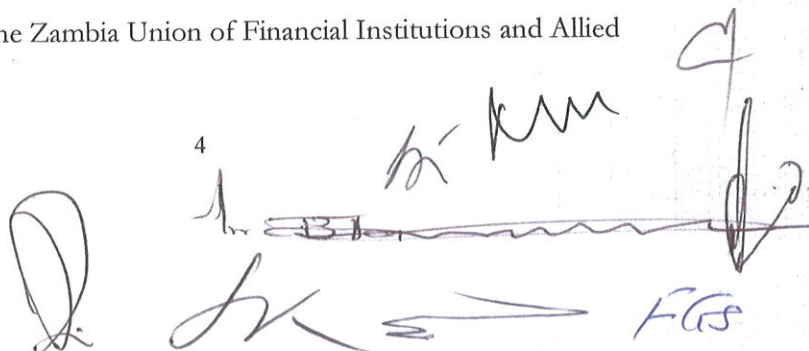
2.6 "**Management**" shall mean Management of the Public Service Pensions Fund Board as agreed in the Memorandum of Recognition Agreement.

2.7 "**Registered dependant**" shall mean the spouse of an employee, plus the biological off springs or stepchildren or legally adopted children of an eligible employee up to the age of 25years registered with the Board.

2.8 "**Spouse**" shall mean the registered wife or husband of an eligible employee. This definition shall not affect spouses in a polygamous marriage registered before **31st December 2005**.

2.9 "Union" shall mean The Zambia Union of Financial Institutions and Allied Workers.

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3.0 Application

3.0 This Collective Agreement shall be binding on: -

3.0.1 All employees who are employed by the Board and are members of the Union.

4.0 Duration of Agreement

4.0 This Collective Agreement shall be valid for a period of two (2) years commencing on **1st January 2020 to 31st December 2021** except as provided in **Clause 5.1** below.

4.1 This Agreement shall be valid for as long as the Recognition Agreement between the Board and the Union remains in force.

5.0 Variation Clause

5.0 At any time after nine (9) months of the commencement of this Agreement, either party may give three months' notice in writing of its intention to continue with the Agreement for a further two (2) year period, or of its intentions to alter any clause.

5.1 Any variation to this agreement shall be done through the Bargaining Unit.

6.0 Effective Date

6.0 The effective date of this Collective Agreement shall be **1st January 2020**.

7.0 Subscription Fees to Professional Bodies

7.0 The Board shall pay full subscription fees on behalf of staff who attain full membership to two (2) professional bodies of which one shall be local and the other foreign.

8.0 Labour Day Celebrations

8.0 Management and the Union agree to put up a Labour Day Organising Committee whose composition shall include three (3) Union Branch Officials that shall participate in Labour Day celebration activities.

8.1 Labour Day awards shall be given to deserving employees.

9.0 Hours of Work

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

10.0 Lunch Hour

10.0 Lunch hour shall be from **13:00 hours to 14:00 hours** for eligible employees

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11.0 Breast Feeding Hour

11.0 Breast-feeding employees shall be granted one hour for breast-feeding every day for the first six (6) months of a child's birth subject to prior arrangement with the supervisor.

12.0 Overtime

12.1 Authority will be granted for overtime during the week and weekends only in exceptional circumstances. Express authority will only be granted through respective Directorates/ Sections. The entitlement to pay overtime shall be at the following rates:

12.0.1 Normal working days including Saturdays one and half (1.5) times straight time rate.

12.0.2 Sundays and Public Holidays two (2) times straight time rate.

13.0 Salary Review

13.0 There shall be a salary review of the basic salary annually, effective 1st January of every year.

13.1 An annual automatic notch increment shall be awarded to eligible Unionised employees at the beginning of the year.

13.2 The parties agree to increase the basic monthly salary for all eligible employees by three percent (3%) across the board for the first year of implementation of the Collective Agreement.

13.3 The Grades and Salary Scales will be appended to the master copies.

14.0 Salary advance

14.1 An employee may be eligible for a salary advance of up to one and half month's salary. Repayment shall be in six (6) monthly instalments. No salary advance shall be paid unless the previous advance has been repaid.

14.2 The take home pay should not fall below thirty percent (30%) of the monthly basic pay.

15.0 Midmonth Salary

15.0 An eligible employee may on request draw twenty-five percent (25%) of monthly basic salary as mid-month salary. The amount shall be recovered within that month.



PART II ALLOWANCES

16.0 Housing Allowance

16.0 All eligible employees shall be paid twenty percent (20%) of the monthly basic salary as Housing Allowance and shall be taxable.

17.0 Annual Leave Allowance

17.0 An annual leave allowance shall be paid at the rate of twelve percent (12%) of an employee's annual basic salary on taking leave of not less than twenty-one (21) working days and shall be net of tax.

18.0 Acting Allowance

18.0 An eligible employee appointed to act in any position higher than the employee's substantive position for a period of not less than twenty-one (21) days shall be entitled to an Acting Allowance which shall be the difference between the employee's substantive salary and the incumbent's salary plus other benefits that go with the position.

18.2 An eligible employee appointed to act in a higher position for a period less than twenty-one (21) days shall be paid Acting Allowance at the rate of 4 notches within the officer's salary scale.

19.0 Responsibility Allowance

19.1 An eligible employee given additional work for a period of seven (7) working days shall be paid Responsibility Allowance at the rate of 4 notches within his/her salary scale.

20.0 Travelling on Duty Allowance

20.0 Travelling on Duty Allowance (Subsistence Allowance) shall be paid to eligible employees authorised to travel on duty to any town outside the municipal boundaries of Lusaka. The applicable rates shall be as follows:

20.0.1 Grade 6 – 7 K 950 per night

20.0.2 Grade 8 – 9 K 900 per night

21.0 Kilometre Allowance

21.0 An eligible employee who is granted permission to use his/her personal motor vehicle on Board duties shall be paid a Kilometre Allowance net of tax following the formula below:

$$KA = \frac{km \times 1.8 \text{ (constant)} \times \text{Pump Price} / \text{Litre} \times 2}{1.3 \text{ (constant)}}$$

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22.0 Upset Allowance

22.0 An eligible employee transferred by the Management from one station to another shall be entitled to thirteen percent **(13%)** of the annual basic salary net of tax as an upset allowance plus appropriate transport for the employee and the family.

22.1 In addition, an eligible employee transferred from one station to another shall be entitled to Travelling on Duty Allowance for fourteen **(14)** days to assist the officer secure a suitable accommodation.

23.0 Transport Allowance

23.0 An eligible employee shall be paid ten percent **(10%)** of monthly basic salary as Transport Allowance through the payroll and shall be taxable.

24.0 Lunch Allowance

24.0 Lunch Allowance shall be paid at the rate of **K 150.00** net of tax off the payroll, prior authority must be sought to work during lunch hour.

24.1 In addition, eligible employee authorised to work over lunch hour, shall be paid Overtime Allowance cumulatively through the payroll.

25.0 Travelling Allowance outside Zambia

25.0 An eligible employee travelling on official duty outside Zambia shall be paid Per diem. The Per diem rates shall be as follows:

25.0.1	<u>From</u> Zambia	<u>South/East Africa</u> USD342	<u>Other Parts of the World</u> USD 365
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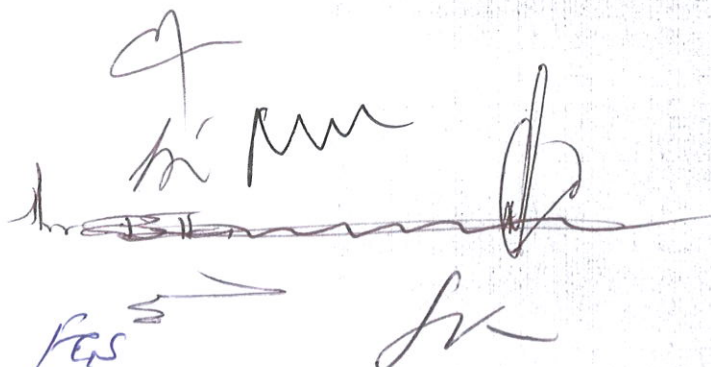
25.1 Whenever an eligible employee travels outside the Country, he/she shall be paid accountable imprest of **USD 500** to cater for inland travel and other incidentals.

25.2 In an event where an officer is travelling and accommodation is over **50%** of the Per diem, the Fund shall meet the cost of boarding and lodging and the officer shall be paid out of pocket Allowance.

26.0 Out of Pocket Allowance

26.0 The Board shall pay Out of Pocket Allowance at the rate of fifty percent **(50%)** of one's Travelling on Duty Allowance to eligible employees who attend fully paid for events organised by either Management or the Union such as:

- 26.0.1 Seminars
- 26.0.2 Conferences
- 26.0.3 Short courses
- 26.0.4 Workshops



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27.0 Settling-In Allowance

27.0 Settling-In Allowance shall be paid the sum of **K20,000** net of tax to eligible employees on first appointment upon confirmation.

28.0 Repatriation Expenses

28.0 An eligible employee or his/ her estate, together with the family shall be paid Repatriation Allowances under the following circumstances: -

- (a) On being discharged on Medical grounds
- (b) On being retrenched or made redundant.
- (c) On retiring.
- (d) Death while in service.
- (e) Statutory Retirement

28.1 The Board shall pay Repatriation Allowance at the rate of **K12,700** net of tax across the board or the retired employee may opt for provision of transport for household goods and family to the final place of settlement within Zambia.

29.0 Long Service Bonus

29.0 Employees who have served the Board for ten (**10**) years shall be entitled to ten thousand Kwacha (**K 10,000.00**) net of tax as long service bonus.

29.1 For every subsequent five years of service an **eligible** employee shall be entitled to ten thousand Kwacha (**K 10,000.00**) net of tax as long service bonus.

29.2 All employees engaged after **31st December 2013** shall not be entitled to long service bonus but would automatically be enrolled into the In-House Pension Scheme.

30.0 Funeral Grant and Related Expenses

30.0 The Board shall pay the sum of **K20, 000** across the board as Funeral Grant.

30.1 The Board shall pay the sum of **K15, 000** as Funeral Grant on the death of a spouse, child and /or biological parent and any other registered dependant.

PART III LEAVE

31.0 Annual Leave

31.0 Accrued leave days shall be granted as follows: -

31.0.1 All eligible employees shall accrue three (3) days per each completed month.

31.0.2 Employees on suspension or secondment shall not accrue leave days during the period.

31.0.3 Accumulated leave days shall not exceed sixty (60) working days.

31.0.4 Sundays, Saturdays and Public Holidays shall not be counted as days on leave.

31.0.5 An employee may proceed on Annual Leave for a minimum of twenty-one (21) working days and not more than sixty (60) working days.

32.0 Local leave

32.0 An employee shall be entitled to proceed on local leave not exceeding twenty (20) working days at any one time for the purposes of attending to personal matters and shall be deducted from the accrued leave days.

33.0 Commutation

33.0 An employee shall be entitled to commute any number of accrued leave days if the employee proceeds on leave of not less than twenty-one (21) working days.

33.1 Where an employee cannot be granted leave in accordance with the rules when such leave is due, he/she shall be free to commute the leave days and which shall be taxable.

33.2 An employee recalled for duty during the employee's vacation leave shall be entitled to accumulate or commute for cash any remaining days of that leave.

34.0 Paid Study Leave

34.0 An employee pursuing an approved course of study may be entitled to proceed on Paid Study Leave of not more than twenty-four (24) months at management's discretion.

35.0 Unpaid Leave

35.0 An employee may be granted leave without pay up to forty-eight (48) months with the consent of Management, which shall not count towards the employee's length of service.

36.0 Special Leave

36.0 An employee shall be granted special leave not exceeding fourteen (14) working days in a year for the following purposes:

36.0.1 To attend Court proceedings.

36.0.2 To nurse a sick child or spouse on the advice of a Medical Practitioner registered with the Medical Council of Zambia.

36.0.3 To attend a funeral of a close relative.

36.0.4 Such leave shall not be deducted from an employee's leave days.

37.0 Compassionate Leave

37.0 An eligible employee shall be entitled to Compassionate Leave for the purpose of attending a funeral as follows:

37.0.1 Spouse, ten (10) days

37.1.2 Child, biological parents, siblings and any other registered dependants, seven (7) days.

38.0 Study Leave for Examination

38.0 An eligible employee shall be entitled to fourteen (14) working days in a year for the purpose of preparing and sitting for an examination.

39.0 Sick Leave

39.0 Granting of sick leave must be supported by a Medical Report from a medical institution registered with the Fund. If the employee's absence is not supported by a Medical Report, it shall be treated as absence from duty.

39.1 For eligible employees, who by the recommendation of the medical practitioner is unable to execute his / her work by reason of sickness and /or an ailment shall on production of a Medical Report be granted sick leave as follows: -

39.2.1 A maximum of ninety (90) working days on full pay

39.2.2 The next ninety (90) days on half pay and

39.2.3 After six months of the date of the illness or injury, the employee's entitlement to sick leave shall cease and where the employee does not recover from the illness or injury, on the recommendation of a medical doctor shall discharge an employee on medical grounds.

39.2 Sick leave shall be computed separately and shall not be cumulative.

40.0 Leave for Union Matters

40.0 The Board shall consider granting leave of absence to any member of the Union for the purpose of attending Union programmes provided prior notice is given to Management.

41.0 Statutory Absence

41.0 Every female employee shall be entitled to take a day off in a month without giving any reason provided the supervisor is notified.

42.0 Maternity Leave

42.0 A female employee shall be entitled to take paid Maternity leave upon production of a medical certificate signed by a registered Medical Practitioner if she has completed two years continuous service from the date of first engagement or since the last maternity leave was last taken.

42.0.1 Maternity Leave shall be fourteen (14) weeks taken as follows:

42.0.1.1 immediately preceding the expected date of delivery, except that at least six (6) weeks maternity leave is taken immediately after delivery.

42.0.1.2 in the case of a multiple birth, maternity leave shall be extended for a further period of four weeks.

42.2 The maternity leave granted under **Clause 42.1** shall be in addition to any other leave to which the employee may be entitled.




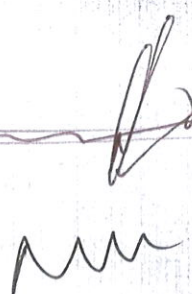

42.3 Where, because of illness due to pregnancy, a female employee becomes temporarily incapable of performing her official duties, she shall be entitled to sick leave in accordance with the provision of sick leave.

42.4 The employer shall not terminate the services of a female employee or impose any other penalty or disadvantage such employee, within six (6) months after delivery, for reasons connected with such employee's pregnancy.

43.0 Paternity Leave

43.0 A male employee shall be entitled to at least five (5) continuous working days as paternity leave within seven (7) days of the birth of a child and production of record of birth signed by a registered Medical Practitioner.

43.1 Paternity Leave granted under **Clause 43.1** shall be taken where an employee has been in employment with the Fund for a period of twelve (12) months immediately preceding the beginning of paternity leave.

PART IV STAFF LOANS

44.0 Equitable Mortgage

- 44.0 An employee engaged after 10th August 2015 shall be entitled to a House Loan (equitable mortgage) of K1,000,000 for purpose of renovating the existing house, constructing or outright purchase of house provided the value of property is equal to the loan amount.
- 44.1 The repayment period shall be the difference between the employee's age at the time of borrowing and the statutory age of retirement.
- 44.2 The interest on equitable mortgage shall be six-point two percent (6.2%) simple interest or as amended from time to time.
- 44.3 Eligible employees shall access the equitable mortgage facility once.

45.0 Second Mortgage Loan or Empowerment Loan

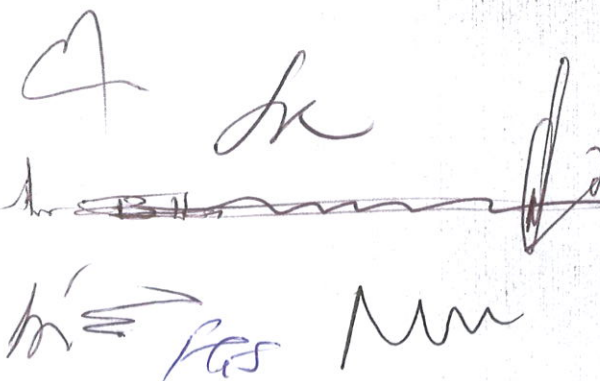
- 45.0 There shall be a second mortgage loan with regulations contained in the Handbook to be accessed only by employees engaged before 10th August 2015.
- 45.1 The Empowerment Loan shall be accessed after 5 years of servicing equitable mortgage and would run concurrently with equitable mortgage as both were linked to one's retirement age.
- 45.2 The interest on this loan shall be fifteen percent (15%) simple interest or as amended from time to time.
- 45.3 Eligible employees shall access the second mortgage facility once.

46.0 Second Mortgage Loan - Entitlement

- 46.1 Employees engaged after 10 August 2015 shall be entitled to K1,000, 000 Empowerment Loan after servicing the Equitable Mortgage for a period of five (5) years. The deduction shall be the difference between the employee's age at the time of accessing the facility and the mandatory retirement age.

47.0 Motor Vehicle and Motorcycle Loans

- 47.0 All eligible employees may access a Motor Vehicle Loan and the entitlement shall be one's annual basic salary. Eligible employees will be those that joined the Fund before 10 August 2015.
- 47.1 The employee's take home pay shall not be less than thirty percent (30%) of the monthly basic salary.



- 47.2 The loan granted for the said purpose by the Board shall attract simple interest at the rate of eight-point eight percent (8.8%) simple interest.
- 47.3 An employee may be granted another loan for the purchase of a motor vehicle upon liquidating the existing loan.
- 47.4 An employee may apply to the Board for a motorcycle loan up to a maximum of one's annual salary and shall bear twenty percent (20%) percent of the average commercial Bank rate.
- 47.5 The repayment period for a motor vehicle and motorcycle loan shall be sixty (60) months and thirty-six (36) months, respectively.

48.0 Personal Loan

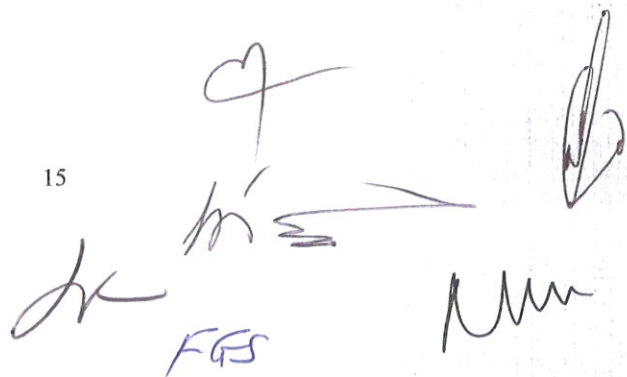
- 48.1 An eligible employee shall be entitled to a Personal Loan at a maximum of one and half annual salary with seventy-two (72) months recovery period at five (5%) simple interest on condition that the loan is secured with a house.
- 48.2 Employees without a house will be entitled to unsecured Personal loan of half the annual salary.
- 48.3 An eligible employee with a house acquired through an In-House Home Ownership Scheme shall be entitled to an unsecured personal loan of half annual basic salary for purposes of house improvement.
- 48.4 The take home pay shall not fall below thirty percent (30%) of the monthly basic pay.
- 48.5 An eligible employee shall be entitled to a further Personal Loan after making repayments for a minimum period of twelve (12) months on the current loan upon which he/she shall be allowed to obtain a top up without liquidating the running loan balance.
- 48.6 The above shall apply to employees engaged before 10th August 2015.
- 48.7 Employees engaged after 10th August 2015 shall be entitled to a Personal Loan of **K450,000** after working for a period of three (3) years. The Loan shall be deducted in seventy-two (72) months at five (5%) simple interest.
- 48.8 Further, employees engaged after 10th August 2015, may access a new Personal Loan for the purpose of pursuing approved course by Management in line with the Fund's Training & Development Policy and the cost of registration, tuition and other study material shall be refunded upon successful completion of the study program.
- 48.9 The new Personal Loan shall be accessed after servicing the first Personal Loan for period of one (1) year on a re-financing basis. The total loan shall not exceed a maximum of K450,000 and will be repaid in seventy-two (72) months at five percent (5%) simple interest.

49.0 Educational Loan

- 49.0 An employee undertaking an approved course of study or professional training shall be granted an interest free loan to meet expenses such as Registration, tuition, and other study materials.
- 49.1 On successful completion, of each level/stage and upon the production of valid receipts, the Board shall reimburse deductions effected up to the time of completion, and the balance shall be written off.
- 49.2 The take home pay should not fall below thirty percent (30%) of the monthly basic pay.
- 49.3 The above provision shall apply to employees engaged before 10th August 2015.

50.0 Staff Loans Disbursement Committee

- 50.0 There shall be a Staff Loans Management Committee appointed by Management to manage the disbursement process of staff loans at the Fund. The composition of the Staff Loans Management Committee shall comprise Finance, Human Resources & Administration, one (1) Middle Management Staff and (2) Union officials.



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PART V EMPLOYMENT SEPARATION

51.0 In-House Pension Scheme

51.0 The following shall be the benefits payable under the In-House Staff Pension Scheme:

51.0.1 Normal Retirement upon reaching the statutory retirement age of sixty (60) years or as amended from time to time.

51.0.2 Retirement on Medical Grounds.

51.0.3 Voluntary Retirement.

51.0.4 Early Retirement.

51.0.5 Death in service

52.0 Redundancy and Retrenchment

52.0 Whenever redundancies are inevitable, the Board shall pay an eligible Unionised employee, 3 months basic Salary for each year worked subject to negotiations when redundancy / retrenchment happens.

53.0 Group Life Assurance

53.0 Eligible employees shall be members of the Group Life Assurance Scheme of the Board, which shall provide lump sum payments equal to five (5) times the employee's annual salary if death occurs during service with the Board.

53.1 The lump sum payment shall be in accordance with the Group Life Assurance Policy. The lump sum payment shall be paid out in strict accordance with the Will or Intestate and Succession Act **Cap 259**.



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PART VI MEDICAL SCHEME

54.0 Medical Scheme

- 54.0 There shall be a Medical Scheme set up with suitable medical institution, details of which shall be provided by Management from time to time.
- 54.1 Eligible employees shall contribute one (1%) percent of his/her monthly basic salary towards the Staff Medical Scheme and a total of five (5) dependants will benefit from the scheme including a child above 21 years (but not over 25 years) provided there is proof that this child is enrolled in school.



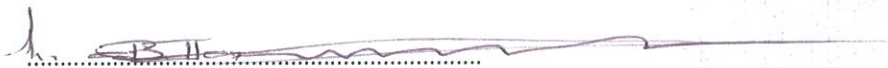
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FOR AND ON BEHALF OF PSPFB AND ZUFIAW



Mr. Jordon B. Theu

CHAIRPERSON OF THE 2020 BARGAINING UNIT

MANAGEMENT TEAM

Mr. Patrick Bobo.....
Chief Executive

Mr. Nicholas Musonda.....
Management Spokesperson

Ms. Namangolwa Mateele.....
Manager- Legal Services

Mr. Lackson Kaluba.....
Human Resources Officer

UNION TEAM

Mr. Chingati Msiska
General Secretary

Mr. Alfred Chifota.....
Union Spokesperson

Mr Mutelo Mabenga.....
Assistant General Secretary- Finance

Mr. Francis Sishekanu.....
Branch Chairperson