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REPUBLIC OF ZAMBIA

DL/101/6/446

# MINISTRY OF LABOUR AND SOCIAL SECURITY

NEW GOVERNMENT COMPLEX  
INDEPENDENCE AVENUE  
KAMWALA  
P. O. BOX 32186  
LUSAKA

15<sup>th</sup> April, 2019

The Human Resource and Administrative Manager,  
Zambia Public Procurement Authority,  
**LUSAKA.**

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

Dear Sir/Madam,

**R.E: APPROVAL OF COLLECTIVE AGREEMENT**

Reference is made to the above captioned matter.

I am pleased to inform you that your collective agreement has been approved and duly registered.

Enclosed herewith are copies of the said document for your records and necessary action.

Yours faithfully,

Mukuka K. Sinyangwe

**Labour Officer**

**For/LABOUR COMMISSIONER**



**ZUFIAW**

Zambia Union of Financial  
Institutions and Allied  
Workers



**ZPPA**

ZAMBIA PUBLIC PROCUREMENT AUTHORITY

## **COLLECTIVE AGREEMENT**

**BETWEEN**

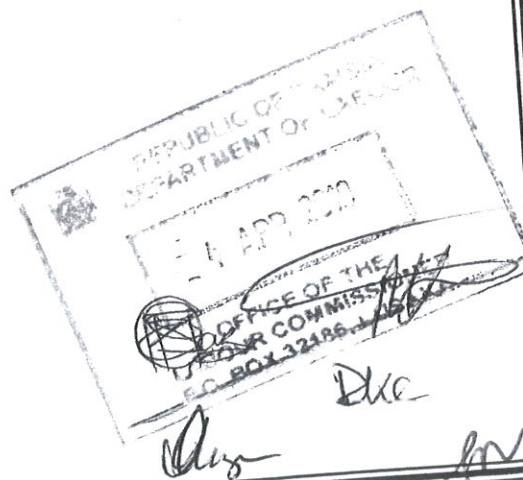
**THE ZAMBIA PUBLIC PROCUREMENT AUTHORITY  
(ZPPA)**

**AND**

**THE ZAMBIA UNION OF FINANCIAL INSTITUTIONS  
AND ALLIED WORKERS  
(ZUFIAW)**

**01 APRIL 2019 - 31 MARCH 2021**

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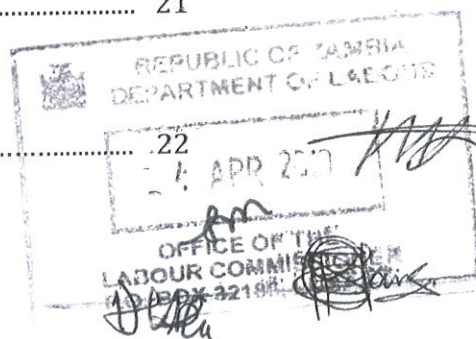
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## PREAMBLE

This Collective Agreement is made on the , **Twenty eighth** day of **March Two Thousand and Nineteen** between the Zambia Public Procurement Authority (ZPPA) established under the Public Procurement Act No. 12 of 2008 and having its offices situated at Procurement House, Off Alick Nkhata Road, Lusaka in the Republic of Zambia (hereinafter called "the Authority") and the Zambia Union of Financial Institutions and Allied Workers (ZUFIAW) registered under the Industrial and Labour Relations Act Cap 269 of the Laws of Zambia and having its registered office situated at Luangwa House, 1<sup>st</sup> Floor, Cairo Road, Lusaka foresaid (hereinafter called "the Union").

Whereas pursuant to the Memorandum of Recognition Agreement made between the parties to this agreement and made on the **Third** day of **April Two Thousand and One**, the Authority recognises the Union as the representative and exclusive bargaining agent of the Authority's eligible employees for the period specified and upon the terms and conditions contained therein. And whereas the said Memorandum of Recognition Agreement is still in force and binding upon the parties to it and that collective negotiations and agreement by the said on the aspects hereunder specified have been concluded between the Authority and the Union.

Whereas the Authority has agreed to award new conditions of service, the Union on their part agree to promote actions to raise efficiency through hard work, dedication and loyalty to the Authority.

### A) Duration of the Collective Agreement

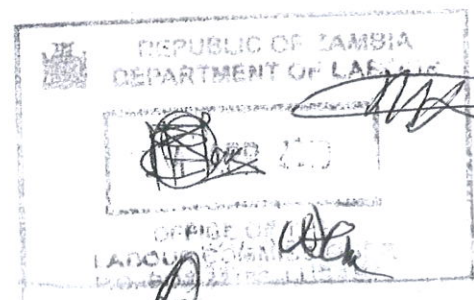
The tenure of the Collective Agreement shall be two years effective from the **first day of April two thousand and nineteen**. However, the provisions pertaining to salary and allowances shall be subject to review every year.

### B) Validity of the Agreement

Notwithstanding the provisions of Clause (A) above this agreement may be amended by mutual consent subject to three months' notice being given by either party.

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## **SECTION ONE:        GENERAL**

### **1.0 General**

#### **1.1 Authority**

This Collective Agreement is governed by the Industrial and Labour Relations Act Cap 269 of the Laws of Zambia (hereinafter called 'The Act') and any amendments thereto.

The interpretation of the terms and conditions shall be as per this Collective Agreement.

#### **1.2 Interpretation**

'Act' means the Industrial and Labour Relations Act.

'Authority' means the Zambia Public Procurement Authority established by the Public Procurement Act No. 12 of 2008 of the Laws of Zambia.

'Bargaining Unit' means at the level of the Authority the negotiating team representing Management together with the Trade Union representatives in the Institution.

'Basic salary' means the salary specified in the letter of appointment or as may be notified by the employer from time to time.

"Collective Agreement" means an agreement negotiated by an appropriate Bargaining Unit on which the terms and conditions affecting the employment and remuneration of employees are laid down.

'Dependant' means up to six (6) registered children who are the employees' biological offspring, step-children or adopted children in accordance with the Adoption Act, Chapter 62 of the Laws of Zambia and shall be:

- (a) Under the age of 21 years;
- (b) If attending a full-time course of education at any school, college or university recognised by Zambia Public Procurement Authority not more than 21 years and unmarried; or
- (c) If above 21 years but not more than 25 years, physically or mentally incapacitated.

'Effective date of appointment' means the first day the employee first reports for work following a successful medical examination, or the date indicated in a signed Contract of employment issued by an authorised officer of the Authority for staff on contract appointment.



"Eligible Employee" means a unionisable employee as defined in the Recognition Agreement.

'Employee' means any person who has entered into, or works under a contract of employment with the Authority whether such contract is expressed or implied, oral or written, or serving a probation period of employment.

'Employer' means the Authority, or Manager of the Authority who is placed in authority over the persons employed.

'Parent' means an employees' natural or adopted father or mother.

'Permanent and pensionable employee' means a person appointed on permanent and pensionable terms under this Collective Agreement.

"Probation" means the period from the commencement of employment to the date when the appointment is confirmed in writing to the employee by the Authority or the period specified in the contract as the probation period.

"Recognition Agreement" means an agreement as described in Part VII of the Industrial and Labour Relations Act Cap 269.

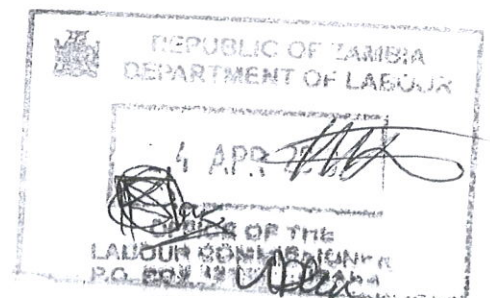
'Spouse' means an employee's husband or wife, whose marriage was solemnised under the Marriage Act, the laws of a foreign country or under Zambian customary law and is registered with the Authority.

'Trade Union' means an organisation of employees, which is registered as a trade union under the Industrial and Labour Relations Act Cap 269 and whose principal objective is to regulate collective relations between the employees and the employer or between employees and organisations of employees.

'Working days' are as defined in the Employment Act Cap 268 of the Laws of Zambia.

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## **SECTION TWO: APPOINTMENTS**

### **2.0 Appointments**

#### **2.1 Effective Date**

The effective date of appointment shall be the first day the employee first reports for work following a successful medical examination, or the date indicated in a signed Contract of employment issued by an authorised officer of the Authority for staff on contract appointment.

#### **2.2 Probation**

2.2.1 Every employee appointed on contract and on permanent and pensionable service shall be appointed on probation for a period of six (6) months and at the end of which the employee shall:

- (i) Be confirmed in the appointment if their performance is satisfactory; or
- (ii) Have their probation extended for a specific period not exceeding three (3) months if their performance requires further review; or
- (iii) Have the appointment terminated if their performance is not satisfactory.

2.2.2 During the probation period, either party shall give the other five (5) working days notice of termination of employment. In lieu of such notice, either party shall pay the other the equivalent of five (5) working days' worth of the monthly basic salary.

#### **2.3 Acting Appointments**

2.3.1 The Authority may appoint a suitably qualified employee to act in a higher post where there is a vacancy. The acting appointment shall be temporary and for administrative convenience only, pending the return or the appointment of the substantive holder of the post.

2.3.2 The acting appointment in a higher post which is vacant shall not be for more than six (6) months. Within six (6) months, the recruitment process shall commence and be concluded.

2.3.3 Management shall where necessary and for administrative convenience only, appoint an employee to act for a period not

exceeding six (6) months. Any extension of an acting appointment for administrative convenience shall be subject to management approval.

2.3.4 When acting for administrative convenience only, the employee shall be paid an acting allowance when the acting appointment is for a minimum period of fifteen (15) calendar days. The allowance shall be paid at the rate of twenty percent (20%) of the employee's substantive basic salary, or the difference in basic salary between the substantive post and the entry point of the higher post's basic salary grade, whichever is higher.

## 2.4 Termination of Acting Appointments

2.4.1 An employee who has been appointed to act shall act for the period specified in the appointment letter. The acting appointment may be terminated:

- (a) If the employee is away from the office without authority for a period exceeding ten (10) consecutive calendar days;
- (b) If his/her performance is deemed unsatisfactory;
- (c) If he/she commits any offence warranting formal disciplinary action.

2.4.2 Provided that an employee whose acting appointment is terminated as in (a) above may be re-appointed subject to a satisfactory performance of the employee's absence from duty.

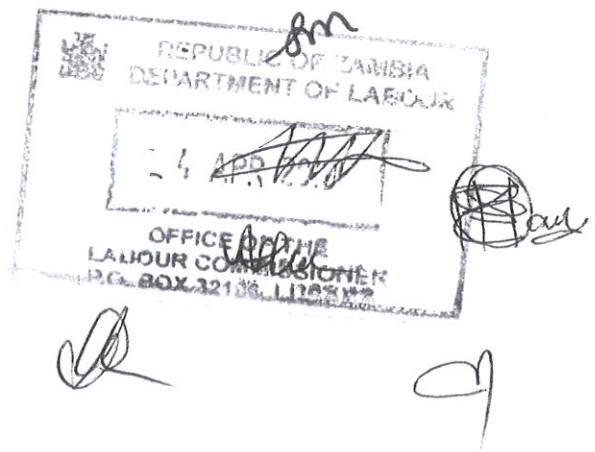
## 2.5 Promotion

- (i) Management, subject to availability of vacancies in an approved Staff Establishment, shall on the basis of the stated qualifications and satisfactory performance promote an employee to a higher-grade.
- (ii) Where there are more than two (2) candidates that possess the required qualifications and have satisfactory performance appraisals, the candidates shall be subjected to an interview to assess and recommend the most suitable candidate for promotion

## 2.6 Contract Employment

The Authority may appoint an appropriate person on a Contract basis for a period not exceeding three (3) years, which is subject to renewal. These Terms and Conditions of Service shall apply to the employment on contract basis.

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## **2.7 Gratuity**

2.7.1 The Authority shall pay gratuity to employees appointed on contract as per the terms and conditions stipulated in their contracts.

2.7.2 Gratuity shall be paid at the rate of 35% of the basic salary and shall be calculated on the basis of the period of the contract served by the employee on a pro rata basis.

2.7.3 No contract gratuity shall be paid to an employee whose contract has been terminated due to dismissal under the Authority's Disciplinary Code and Grievance Handling Procedures.

### **2.7.4 Other Conditions**

Unless otherwise stated, employees on contract shall enjoy all other conditions and benefits outlined in these conditions.

## **2.8 Demotion**

An employee may be demoted from a higher to a lower level position on the basis of the Authority's Disciplinary Code and Grievance Handling Procedures.

## **2.9 Employer's Obligations**

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 Management has the right at its sole discretion to:

- (i) Set policy, manage its business and conduct operations, which shall include determining working times, days and shift patterns, time, methods and manner of work, allocation of work and the number of employees required in any department or section;
- (ii) Determine that work is done in accordance with the set operational requirements and to establish the methods, speed and quality of the work to be performed;
- (iii) Control and regulate the use of all systems, equipment and property of the Authority;
- (iv) Select, develop and where it is deemed appropriate, to promote or demote employees to any positions within the Authority and to transfer them to any locality where it operates; and

- (v) Ensure discipline and effect disciplinary measures as provided in the ZPPA Disciplinary Code and Grievance Handling Procedures.

## 2.10 Employee's Obligations

The employee shall at all times:

- (i) Perform conscientiously, carefully and to the best of their ability, work assigned to them as per the job description and role profile thereof or any work that the Authority may require the employee to perform;
- (ii) Attend work as scheduled;
- (iii) Obey and comply with all lawful orders given by the Authority and its officers;
- (iv) Observe all the rules, regulations and arrangements of the Authority in force for the management of the Authority's systems, property or for the maintenance of health, safety and welfare and good conduct of the employees;
- (v) Not, divulge any information or knowledge which they may acquire during their employment concerning the affairs or property of the Authority, in accordance with the Oath or Declaration of Allegiance except in the discharge of their duties;
- (vi) Assist as required in the training and development of fellow employees; and
- (vii) Be firm but fair in their dealings with clients of the Authority and treat them with respect at all times.

## 2.11 Working Hours

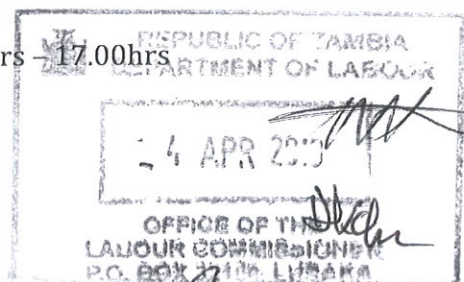
- 2.11.1 The normal working hours of the Authority shall be eight (8) hours per work day that is not declared a Public Holiday in Zambia, from Monday to Friday as follows:

### Morning Session

08.00hrs – 13.00hrs

### Afternoon Session

14.00hrs – 17.00hrs





2.11.2 Notwithstanding the normal working hours, employees may be called upon from time to time, to carry out duties outside the normal working hours as the need arises.

## 2.12 Overtime

All employees in salary scales ZPPA 06 to ZPPA 10 are eligible to claim overtime pay for hours worked beyond the normal working hours at the following overtime pay rates:

- (i) Hours worked during week days and Saturdays shall be paid at one and half times the normal rate;
- (ii) Hours worked on Sundays and public holidays shall be paid at two times the normal rate.

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## **SECTION THREE: REMUNERATION**

### **3.0 Remuneration**

#### **3.1 Basic Salary**

- 3.1.1 The Authority shall pay an employee a basic salary in equal monthly instalments and in arrears based on the Authority's grades and salary structures and as per the employee's letter of appointment.

#### **3.2 Salary Advance**

- 3.2.1 An employee shall be entitled to salary advance provided the net pay is within the threshold of 33% take home pay and shall be recovered in three (3) monthly instalments or less.
- 3.2.2 An employee in grades ZPPA 6 to 10 shall be entitled to a mid-month salary by the 10<sup>th</sup> of each month provided the net pay is within the threshold of 33% take home pay and shall be recovered in full at the end of that month.

#### **3.3 Rent Advance**

An employee shall be entitled to rent advance provided the net pay is within the threshold of 33% take home pay.

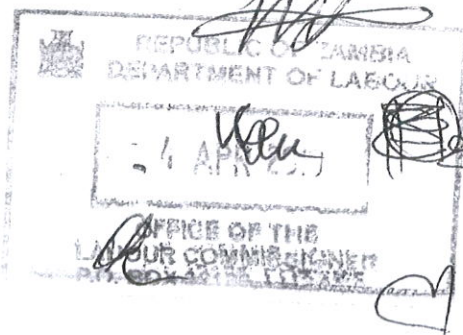
#### **3.4 Annual Performance Related Reward**

In December, each year, the Authority shall pay the equivalent of one month's basic salary (net of tax) along with the December salary as an Annual Performance related reward subject to the following conditions:

- (a) availability of funds;
- (b) an employee should be on the payroll as at pay day in December;
- (c) the Annual Performance related reward shall be prorated for the period served during the year and the employee shall be on the payroll as at pay day in December for at least six (6) months; and
- (d) an employee on unpaid leave will not be eligible for an Annual Performance related reward.

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## SECTION FOUR: LEAVE

### 4.0 Leave

#### 4.1 Leave Entitlement

An employee in ZPPA 6-10 shall be entitled to 2.5 leave days per month and up to 30 days per annum.

#### 4.2 Leave Days Accumulation

An employee in ZPPA 6-10 shall be allowed to accumulate up to a maximum of 60 days after which any excess leave days shall be forfeited unless there is justification for such excess leave days:

#### 4.3 Annual Leave

An employee in Salary Scales ZPPA 6-10 shall take annual leave once every year or such longer leave as approved by Management.

#### 4.4 Annual Leave Benefits

4.4.1 The Authority shall pay all employees in Salary Grade ZPPA 6-10 leave travel allowance which shall be an employee's monthly salary for leave of not less than 21 working days as listed below:

Grade	Leave Benefits
ZPPA 6	K13,915.00
ZPPA 7	K9,680.00
ZPPA 8	K6,655.00
ZPPA 9	K4,906.00
ZPPA 10	K3,924.80

4.4.1.1 The formula for calculating Annual leave benefits shall be as follows:

**Annual Leave Benefits=**Number of Leave Days x Basic Salary

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4.4.2 An employee shall be required to maintain a minimum balance of 5 days leave.

#### 4.5 Unpaid Leave

4.4.1 Unpaid Leave of up to one (1) year six (6) months shall be granted to an employee who is required to go for studies.



#### 4.6 Maternity Leave

- 4.6.1 The Authority shall grant maternity leave of hundred (100) calendar days on full pay to all female employees who have served for a minimum continuous period of two (2) years following their employment or two (2) years from their last maternity leave.
- 4.6.2 Where there is need for additional maternity leave days, such days shall be applied for in the normal way and shall be deducted from the accrued leave days of the employee.
- 4.6.3 Female employees on maternity leave shall also be allowed a breast-feeding hour for a period of three (3) months after completion of normal maternity leave.

#### 4.7 Paternity Leave

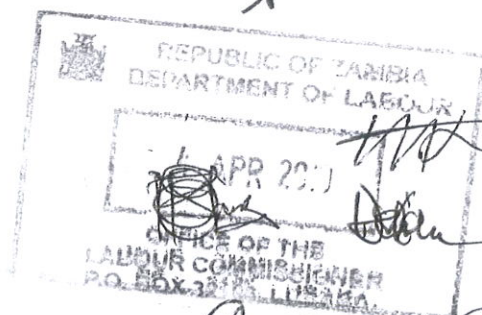
- 4.7.1 The Authority shall grant paternity leave of five (5) working days to a male employee on full pay after the birth of a child by a registered female spouse for the first time and subsequently, after a minimum continuous period of two years from their last paternity leave.
- 4.7.2 Where there is need for additional paternity leave days, such days shall be applied for in the normal way and shall be deducted from the accumulated annual leave days of the employee.

#### 4.8 Sick Leave

The Authority shall grant sick leave to an employee who is ill or injured provided there is a medical report from an Authority recognised medical practitioner to the effect that the employee is unable to execute duties. The sick leave shall be granted on the following terms:

- (a) The first three (3) months shall be granted on full pay;
- (b) The next three (3) months shall be granted on half pay; and
- (c) Thereafter, the employee shall be discharged from employment on medical grounds.

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#### **4.9 Compassionate Leave**

- 4.9.1 The Authority shall grant compassionate leave not exceeding ten (10) working days on the death of a spouse, dependent or parent.
- 4.9.2 The Authority shall also grant compassionate leave not exceeding five (5) working days for nursing a hospitalized spouse, dependent or parent.
- 4.9.3 Where there is need for additional compassionate leave days, such days shall be applied for in the normal way and shall be deducted from the accrued leave days of the employee.

#### **4.10 Study Leave**

The Authority shall grant study leave to an employee who is on an approved training and development activity or programme in accordance with the Staff Training and Development Policy and Procedures.

#### **4.11 Leave Commutation**

- 4.11.1 An employee may commute leave days up to fifteen (15) days in a year for other reasons and shall be required to maintain a minimum of five (5) days leave.
- 4.11.2 Any leave days not taken by an employee on account of not being allowed to go on leave due to duty requirements may be commuted for a cash payment and shall not be subject to clause 4.11.1
- 4.11.3 Any leave days not taken by an employee on account of being recalled from leave shall subject to agreement with the supervisor be taken at a later date.
- 4.11.4 The formula for calculating the commutation of the leave days for cash shall be based on the standard average daily basic salary of the employee, which is as follows: The monthly basic salary of the employee divided by the standard twenty-two (22) working days per month and the result shall be multiplied by the number of leave days being commuted for cash.

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## SECTION FIVE: CONTRIBUTORY MEDICAL SCHEME

### 5.0 Contributory Medical Scheme

- 5.1 The Authority shall on cost sharing basis meet medical expenses from medical facilities affiliated to the Authority as follows:
- (i) Employee – the Authority shall meet 80 percent of the total medical bill;
  - (ii) Spouse – the Authority shall meet 60 percent of the total medical bill;
  - (iii) Dependent – the Authority shall meet 60 percent of the total medical bill;
- 5.2 The scheme shall cover and be limited to the employee and the registered spouse and up to six (6) dependents under the age of 18 years or 21 years if they are undergoing education at a recognized Institution or up to 25 years if they are physically or mentally incapacitated.
- 5.3 The scheme shall include the cost of spectacles and dental care up to a prescribed limit to be determined by the Authority from time to time.
- 5.4 Serious medical conditions that require evacuation and treatment in other countries shall be dealt with through the normal Ministry of Health channels, procedures and funding for Zambian citizens and residents.

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## SECTION SIX: FUNERAL GRANT

### 6.0 Funeral Grant

- 6.1 The Authority shall pay funeral grant on the death of an employee, spouse, dependent or biological parent as specified below. No other expenses shall be met by the Authority towards the funeral:

ZPPA STAFF CATEGORY	STAFF CATEGORY	AMOUNT
ZPPA 06	Employee	K7,000.00
	Spouse	K5,000.00
	Dependent / Parent	K4,000.00
ZPPA 07 – ZPPA 10	Employee	K6,000.00
	Spouse	K5,000.00
	Dependent / Parent	K4,000.00

- 6.2 The Authority may facilitate funeral schemes on request from staff on account that the facility was beneficial and the cost shall be borne by the employee.

## **SECTION SEVEN: LOANS**

### **7.0 Loans**

#### **7.1 Long term loans**

The Authority shall facilitate without obligation, a long-term loan, mortgage or advance from a relevant financial institution to an employee who has completed a minimum of two years' service.

#### **7.2 Motor Vehicle Loan**

The motor vehicle loan shall be K150, 000.00 for all grades from ZPPA 6-10.

##### **7.2.1 Eligibility**

Where two or more employees apply for a motor vehicle loan, the first to apply based on the date of application shall be considered first provided they meet the criteria.

##### **7.2.2 Amount of Loan**

The amount of the loan shall not exceed one and a half (1.5) times the employee's annual basic salary.

##### **7.2.3 Repayment Period**

The loan shall be repaid within four (4) years (48 months).

##### **7.2.4 Interest**

Interest on the motor vehicle loan shall be ten per cent (10%) on the principal amount.

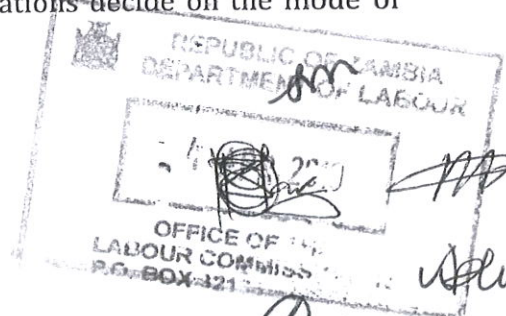
##### **7.2.5 Loan Agreement Form**

The employee shall complete and sign a Loan Agreement Form before the motor vehicle loan is disbursed.

##### **7.2.6 Disbursement of Loan**

The Authority shall at its convenience and based on administrative procedure or laid down financial regulations decide on the mode of payment of the loan amount.

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#### **7.2.7 Insurance of motor vehicle**

The motor vehicle purchased with a loan shall be insured comprehensively and shall remain so until the loan is redeemed in full.

#### **7.2.8 Disposal**

The motor vehicle purchased with a loan shall not be disposed of in anyway whatsoever except with the prior written authority of the Authority.

### **7.3 Multi-Purpose**

#### **7.3.1 Eligibility**

Where two or more employees apply for a multi-purpose loan, the first to apply based on the date of application shall be considered first provided they meet the criteria.

#### **7.3.2 Amount of Loan**

The multi-purpose loan amount shall be K100, 000.00 for all grades from ZPPA 6-10.

#### **7.3.3 Repayment Period**

The multi-purpose loan is recoverable within a period of thirty-six (36) months.

#### **7.3.4 Interest**

Interest on the multi-purpose loan shall be ten per cent (10%) on the principal amount.

#### **7.3.5 Loan Agreement Form**

The employee shall complete and sign a Loan Agreement Form before the motor vehicle loan is disbursed.

### **7.4 Personal Loan**

Subject to availability of funds, an employee may apply to the loans scheme and may be granted a personal loan to a maximum limit of K30, 000 at the interest rate of ten per cent (10%). The personal loan is recoverable within a period of twelve (12) months.

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## 7.5 Common Conditions for all loans

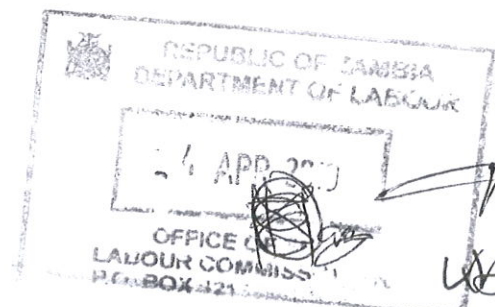
- 7.5.1 Subject to availability of funds, the Authority may set up an Authority Loan from which it shall offer loans to its employees.
- 7.5.2 The employees on permanent and pensionable terms shall be eligible to access Revolving Loan Scheme upon confirmation
- 7.5.3 The employees on two (2) year contract employment and above shall be eligible to access Loans upon confirmation.
- 7.5.4 The loan scheme shall be operated in a manner that will enable it to be self-financing from repayments of the loans by the employees.
- 7.5.5 The cost to employees for all loans shall be calculated at ten percent of the loan amount.
- 7.5.6 The take home pay shall not fall below 33%.
- 7.5.7 An employee who obtains a loan shall complete and sign a Loan Agreement Form with the Authority before the loan is disbursed.

## 7.6 Other long-term loans

- 7.6.1 The Authority shall facilitate without obligation, a longer-term loan, mortgage or advance by the relevant financial institution to an employee who has been confirmed in their position.
- 7.6.2 All obligations under the long-term loan of an employee shall be for the account of, and settlement by the employee concerned.

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## SECTION EIGHT: TRAINING

### 8.0 Training

8.1 Training in the Authority shall be managed through the ZPPA Training Policy.

### 8.2 Professional body subscription Fee Advance

An employee shall be eligible for an advance to pay subscription fee to a professional body. The advance shall be recovered within one (1) month to ten (10) months in accordance with set guidelines from the Authority.

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## SECTION NINE: ALLOWANCES AND BENEFITS

### 9.0 Allowances and Benefits

#### 9.1 Settling in Allowance

The Authority shall pay an employee a settling-in allowance on transfer outside the duty station district boundary at a rate to be determined by the Authority from time to time, provided that the transfer is not at the request of the officer.

#### 9.2 Subsistence Allowance

The Authority shall provide subsistence and related business travel allowances to all employees working away from their normal duty station in order to cover their board and lodging requirements and to meet other related incidental expenses.

##### 9.2.1 Subsistence allowance on Local Business Travel

9.2.1.1 When an employee travels on Authority business locally and away from their normal duty station, which necessitates an overnight stay, the employee shall be paid subsistence allowance to cover board and lodging costs.

9.2.1.2 The applicable rates shall be reviewed annually. The current rates are provided below:

#### SUBSISTENCE AND OUT OF POCKET ALLOWANCE RATES ON LOCAL BUSINESS TRAVEL

STAFF CATEGORY	SUBSISTENCE RATES	OUT OF POCKET ALLOWANCE RATES (Where board and lodging is paid for directly by the Authority or another sponsor)
ZPPA 06 - ZPPA 07	K800.00	K400.00
ZPPA 08 - ZPPA 10	K600.00	K300.00



## 9.2.2 Subsistence allowance on International Business Travel

When an employee travels on Authority business outside Zambia, it is the responsibility of the Authority to ensure that appropriate board and lodging arrangements have been made and paid for the employee.

**9.2.2.1** In the event that appropriate arrangements have not been made, the employee shall be paid an appropriate subsistence allowance to cover the board and lodging costs.

**9.2.2.2** The subsistence rates payable per overnight stay are based on government rates that are, in turn, based on the estimated costs of board and lodging in the different countries.

**9.2.2.3** The applicable rates will be reviewed from time to time by the government to reflect the costs. The current international business travel subsistence allowance rates are provided below:

### SUBSISTENCE AND OUT OF POCKET ALLOWANCE RATES ON INTERNATIONAL BUSINESS TRAVEL

STAFF CATEGORY	EASTERN AND SOUTHERN AFRICA	REST OF THE WORLD	OUT OF POCKET ALLOWANCE (Where board and lodging is paid for directly by the Authority or another sponsor)
ZPPA 06- ZPPA10	\$342.00	\$365.00	20% of the subsistence allowance

## 9.3 Out of pocket allowance on sponsored business travel

The applicable out of pocket allowance at the rates set out above shall be paid by the Authority to an employee on Authority business whose travel and board and lodging expenses, whether locally or outside the country, have been fully sponsored or paid for by another organisation.

## 9.4 Meal Allowance

The Authority shall pay an employee a meal allowance when the employee is:

- (a) Undertaking duties at a place that is twenty (20) or more kilometres away from the duty station without involving an overnight stay; or
- (b) Taking part in an Authority exhibition or an Authority match-past to commemorate a national day or event.
- (c) The applicable rates of meal allowance are indicated below:

#### MEAL ALLOWANCE RATES

ZPPA STAFF CATEGORY	MEAL ALLOWANCE RATE
ZPPA 06 - ZPPA 10	K100.00

#### 9.5 Transport Allowance

The Authority shall pay a transport allowance to all employees in order to facilitate their transport to work. The allowance shall be paid under the payroll but shall not be consolidated with the monthly salary and shall be at the following rates subject to applicable tax:

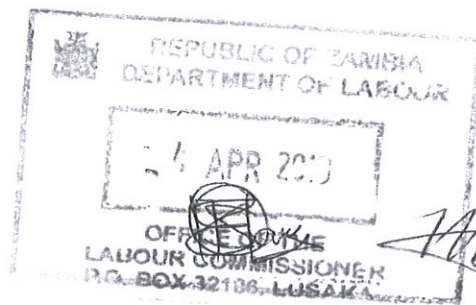
- (a) Employees in ZPPA 06 - 150 litres
- (b) Employees in ZPPA 07 - 100 litres
- (c) Employees in ZPPA 08 - 90 litres
- (d) Employees in ZPPA 09 - 85 litres
- (e) Employees in ZPPA 10 - 65 litres

#### 9.6 Club Membership

The Authority shall pay club membership fees to one club at the rate to be determined by the Authority from time to time. The Authority shall meet seventy-five percent (75%) of the total membership cost while the employee will pay twenty five percent (25%). The 75% shall only be paid by the Authority upon confirmation that the employee has paid 25% of the total cost.

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## **SECTION TEN: TERMINATION OF EMPLOYMENT**

### **10.0 Termination of Employment**

#### **10.1 Unconfirmed Employee**

During an employee's probation period, either party may terminate the employment by giving the other party five (5) day's notice of the termination.

Neither party is obliged to give reasons for the decision. The Authority shall pay the employee's salary up to the date of the end of the employment.

#### **10.2 Confirmed Employee**

10.2.1 Termination of the appointment of an employee on Permanent and Pensionable service shall be in accordance with the terms of their appointment including these terms and conditions of service.

10.2.2 Either party shall give the other party one month's notice of the decision to terminate the employment or shall give the other party one month's basic salary in lieu of such notice.

10.2.3 Where the termination is due to disciplinary action, then the provisions of the Disciplinary Code and Grievance Handling Procedures shall apply in relation to the rights and obligations of the employer and the employee, including the right of the employee to appeal against the decision.

10.2.4 An employee dismissed under this provision shall be paid, subject to recovery of any monies owing to the Authority:

- (a) Pension benefits in accordance with the rules of the scheme(s); and
- (b) Commutation of accrued leave days.

#### **10.3 Normal Retirement**

10.3.1 The normal retirement age for all Authority employees is sixty (60) years. However, the Authority may, on the grounds

that the employee possesses rare skills not readily available on the labour market and at its own discretion, re-engage the retired employee on one-year contracts until the employee attains sixty-five (65) years of age.

10.3.2 The Authority shall pay the following benefits to an employee proceeding on normal retirement:

- (a) Pension benefits in accordance with the rules of the Scheme(s);
- (b) Commutation of accrued leave days; and
- (c) Repatriation allowance.

#### 10.4 Early Retirement

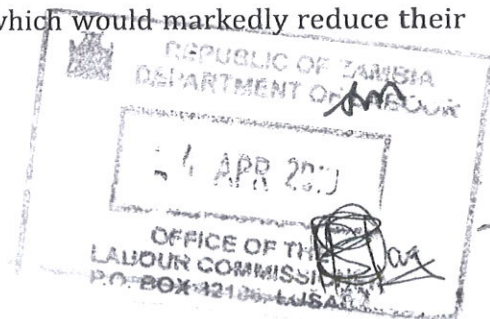
10.4.1 An employee may apply for early retirement one (1) year before the employee has attained the age of fifty-five (55) years.

10.4.2 Where the application for early retirement has been approved by management, the employee shall receive the benefits that accrue to employees proceeding on normal retirement.

#### 10.5 Medical Discharge

10.5.1 An employee may be retired on medical grounds where the Authority has satisfactory medical evidence from a recognised medical practitioner that:

- (a) The employee is incapable by reason of some infirmity of mind or body, of discharging the duties of their office;
- (b) Such infirmity is likely to be for a period of twelve (12) months or more; and
- (c) The employee's service is likely to be interrupted by the illness to an extent which would markedly reduce their performance.



10.5.2 Where an employee has been retired on medical grounds, the Authority shall provide the following benefits:

- (a) Pension benefits in accordance with the rules of the Scheme(s);
- (b) Commutation of accrued leave days; and
- (C) Repatriation allowance

#### **10.6 Terminal Benefits**

An employee who dies, retires or is discharged on medical grounds shall be eligible for terminal benefits as follows:

- (a) Salary and applicable allowances for the days worked;
- (b) Accrued leave days; and
- (c) Pension benefits in accordance with the rules of the Scheme(s).

#### **10.7 Retirement Benefits**

10.7.1 On retirement, an employee shall be eligible for the following:

- (a) Salary and applicable allowances for the days worked;
- (b) Accrued leave days; and
- (c) Pension benefits in accordance with the rules of the Scheme(s).

10.7.2 The salary and other conditions of service shall remain applicable until retirement package is paid in full.

#### **10.8 Redundancy**

10.8.1 The Authority may terminate any employee's employment through force of circumstances including contraction of operations, re-organisation and restructuring by redundancy or retrenchment.

10.8.2 Redundancies shall be done in conformity with the applicable labour laws.



10.8.3 The criteria to be used for determining the employees to be declared redundant shall include the following:

- (a) Excess staff to requirements;
- (b) Lack of required qualifications or skills;
- (c) Nature of duties (i.e. non-critical);
- (d) Above retirement age;
- (e) Conduct and disciplinary record; and
- (f) Last-in, first-out.

10.8.4 All the employees affected shall be paid a redundancy package in conformity with the applicable labour laws and as approved by the Board. At a minimum, the package shall include the following:

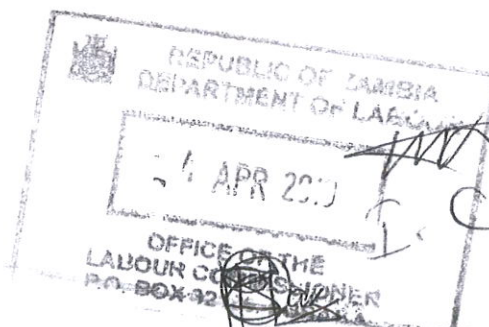
- (a) One month's notice of redundancy;
- (b) Two months basic salary for every year served; and
- (c) Provision of transport to the employee and his family to the place from which the employee was recruited or an equivalent repatriation allowance.

10.8.5 The salary and other conditions of service shall remain applicable until the redundancy package is paid in full.

## 10.9 Repatriation

The Authority shall pay Repatriation Allowance to affected staff who leave employment as shown below:

ZPPA STAFF CATEGORY	REPATRIATION ALLOWANCE
ZPPA 06	K8,000.00
ZPPA 07 - ZPPA10	K7,250.00



## **SECTION ELEVEN: INSURANCE AND PENSION**

### **11.0 Insurance and Pension**

#### **11.1 Life Assurance Scheme**

- 11.1.1 Upon appointment, an employee shall join the Authority's Group Life Assurance Scheme.
- 11.1.2 Selection and appointment of the scheme providers shall be undertaken in an open and competitive manner with a view to obtaining value for money, with the most competitive employee benefits at reasonable cost.
- 11.1.3 The terms and conditions of the Scheme shall be negotiated by the Authority management and approved by the Board, with a clear view to its viability and long-term sustainability.
- 11.1.4 The terms and conditions shall, at a minimum, include medical and funeral expenses of the employee's spouse and up to any six (6) registered dependents under the age of twenty-one (21) years.
- 11.1.5 All employees shall be kept fully informed about the Scheme and its terms and conditions.

#### **12.2 National Pension Scheme Authority (NAPSA)**

- 12.2.1 All employees appointed on permanent and pensionable service shall join and make contributions to the mandatory National Pensions Scheme Authority (NAPSA) at the prescribed rates.
- 12.2.2 The Authority shall pay to NAPSA the employer contribution as stipulated by law.

#### **12.3 Group Accident Assurance Policy**

- 12.3.1 Upon appointment, an employee shall join the Authority's employee Group Personal Accident Scheme.
- 12.3.2 Selection and appointment of the scheme providers shall be undertaken in an open and competitive manner with a view

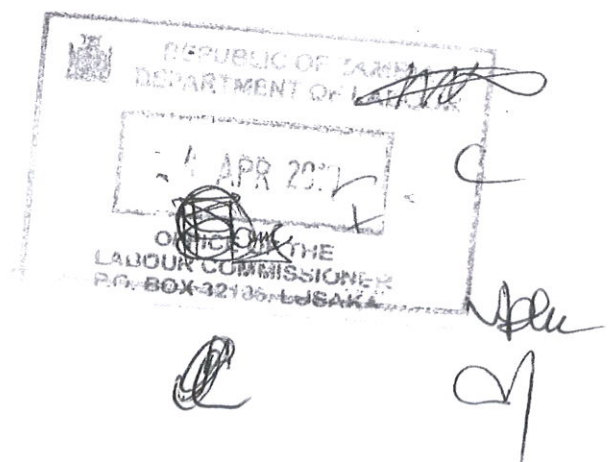
to obtaining value for money, with the most competitive employee benefits at reasonable cost.

12.3.3 The terms and conditions of the Scheme shall be negotiated by the Authority management and approved by the Board with a clear view to its viability and long-term sustainability.

12.3.4 The terms and conditions shall, at a minimum, include medical and funeral expenses of the employee.

12.3.5 All employees shall be fully informed about the Scheme and its terms and conditions.

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## **SECTION TWELVE: UNIFORMS AND PROTECTIVE CLOTHING**

### **13.0 Uniforms and Protective Clothing**

The Authority shall provide (one) set of uniforms or protective clothing on confirmation of appointment and thereafter, one item of each set annually to the following categories of employees:

<b>Category</b>	<b>Uniforms and Protective Clothing</b>
Registry Staff	2 Dust Coats
Drivers	2 Pairs of Trousers or Skirts
	2 Shirts
	2 Neckties
	2 Dust Coats
	2 Pairs of Safety Shoes
Office Assistants	2 Pairs of Trousers or Skirts
	2 Shirts
	2 Dust Coats
	2 Pairs of Safety Shoes
	2 Pairs of Rubber Gloves

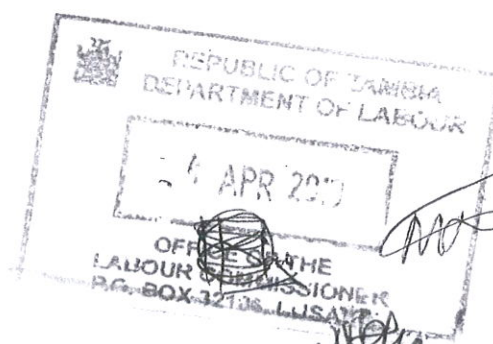
- 13.1.2 Except for gloves, which shall be replaced when worn out, pairs of trousers or skirts, shirts, neckties shall be issued every six months while dust coats, rain coats and safety shoes shall be issued once per year.
- 13.1.2 Employees eligible for uniforms and protective clothing shall receive 500 grams of washing powder or equivalent soap tablets every month.
- 13.1.3 An employee eligible for uniform or protective clothing shall not be permitted to wear personal clothes at work when uniforms and protective clothing have been issued.

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## APPENDICES

### APPENDIX I - ALLOWANCES

ALLOWANCES	AMOUNT	EMPLOYEE COVERED
Settling-in-allowance on transfer from one district duty station to another	10% of annual basic salary	ZPPA06 – ZPPA 10
Subsistence Allowance on Local Business Travel when not accommodated	K800.00 K600.00	ZPPA06 - ZPPA07 ZPPA08 - ZPPA 10
Out-of-pocket allowance on Local Business Travel (When accommodated)	K400.00 K300.00	ZPPA06 - ZPPA07 ZPPA08 - ZPPA 10
Subsistence Allowance on International Business Travel when not accommodated	\$342.00 (Eastern and Southern Africa \$365.00 (Rest of the world)	ZPPA06 – ZPPA 10
Out-of-pocket allowance on International Business Travel where Board and Lodging is paid for by the Authority or another Sponsor	20% of the subsistence allowance	ZPPA 06 - ZPPA 10
Repatriation Allowance	K8,000.00 K7,250.00	ZPPA06 ZPPA07 – ZPPA 10
Meal Allowance (Daily Rates) without receipts	K100.00	ZPPA06 – ZPPA 10
<b>FUNERAL GRANT</b>	K7,000.00	ZPPA 06
	K5,000.00	Spouse
	K4,000.00	Parent/Dependent
	K6,000.00	ZPPA 07 –ZPPA 10
	K5,000.00	Spouse
	K4,000.00	Parent/Dependent



## APPENDIX II

### SALARY AND CONDITIONS OF SERVICE

The Zambia Public Procurement Authority and the Zambia Union of Financial and Allied Workers agreed to Negotiated salary and conditions of service.

### EFFECTIVE DATE

The effective date of the amendments to the Collective Agreement is 1<sup>st</sup> April, 2019.

## APPENDIX III

### SALARY STRUCTURE

Scale	Notch 1	Notch 2	Notch 3	Notch 4	Notch 5	Notch 6	Notch 7	Notch 8	Notch 9	Notch 10	Notch 11
ZPPA06	13,915.00	14,905.00	15,895.00	16,885.00	17,875.00	18,865.00	19,855.00	20,845.00	21,835.00	22,825.00	23,815.00
ZPPA07	9,680.00	10,450.00	11,220.00	11,990.00	12,760.00	13,530.00	14,300.00	15,070.00	15,840.00	16,610.00	17,380.00
ZPPA08	6,655.00	7,205.00	7,755.00	8,305.00	8,855.00	9,405.00	9,955.00	10,505.00	11,055.00	11,605.00	12,155.00
ZPPA09	4,906.00	5,240.50	5,575.00	5,909.50	6,244.00	6,578.50	6,913.00	7,247.50	7,582.00	7,916.50	8,251.00
ZPPA10	3,924.80	4,103.20	4,281.60	4,460.00	4,638.40	4,816.80	4,995.20	5,173.60	5,352.00	5,530.40	5,708.80

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#### APPENDIX IV - ENDORSEMENT

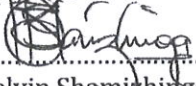
In witness whereof the parties hereto by their duly authorised representatives have hereunto set their hands this day of 28<sup>th</sup> March, 2019.

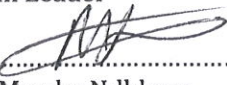
For and on behalf of  
Zambia Public Procurement  
Authority

In the presence of


  
.....  
Mr. Danies K. Chisenda  
Director General

  
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Mrs. Idah C. Chella  
Director-Human Resource and Administration  
Chairperson

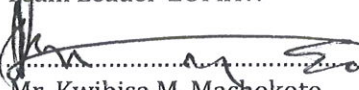
  
.....  
Mr. Kelvin Shamizhinga  
Manager-Human Resource and Administration  
Team Leader

  
.....  
Ms. Mwaka Ndhlovu  
Board Secretary

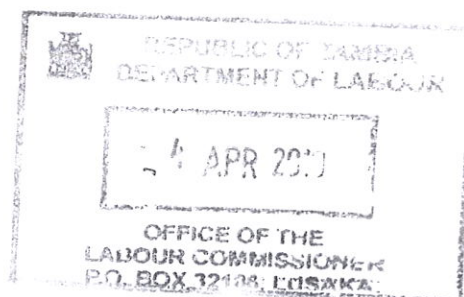
For and on behalf of Zambia  
Union of Financial Institutions  
and Allied Workers

  
.....  
Mr. Chingati Msiska  
Secretary General - ZUFI AW

  
.....  
Ms. Lusa Pellama Mulanda  
Team Leader-ZUFI AW

  
.....  
Mr. Kwibisa M. Machokoto  
ZUFI AW Branch Chairperson

  
.....  
Mr. George Simwinga  
ZUFI AW Branch Secretary



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