

ARRANGEMENT OF SECTIONS

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Collective Bargaining Agreement made in accordance with the provisions of the Labour Act [*Chapter 28:01*] between the Welfare and Education Institutions Employers Association (the “employers association”) and the Zimbabwe Educational Scientific Social and Cultural Workers Union (the “trade union”) being parties to the National Employment Council for the Welfare Educational Institutions:—

*Title and operation*

1. This agreement may be cited as the Collective Bargaining Agreement: Welfare and Educational Institutions, 2014.

Notwithstanding the date of registration and publication hereof, this agreement shall be deemed to have come into operation on 5th October, 2006, and shall remain in place until replaced by a further agreement.

*Application*

2. This agreement shall apply to—
  - (a) all employers in Welfare and Educational Institutions as defined in this agreement; and
  - (b) all employees in those institutions in any occupation listed in the First Schedule and those in the special grade and as may be added from time to time.

*Interpretation*

3. In this agreement—

“accounts clerk” means an employee engaged in accounting duties, handling and receipting money under supervision;

- “accounting officer/ accounts supervisor“ means an employee who wholly or substantially performs under supervision accounting operations for his or her employer, including the preparation of annual balance sheets and similar periodic financial statements;
- “admissions clerk” means an employee who processes the admission of patients in a hospital and handles cash paid by patients or relatives and allocate beds in a ward, files and deals with confidential matters concerning patients;
- “admission porter” means an employee receiving patients on admissions and helps them to fill in admission forms and accompany to the wards after the admission process have been completed;
- “art room assistant” means an employee who generally maintains the cleanliness of an art room and assists in the preparation of all forms of art and craft material, including the mixing of paints, washing of brushes, etc under supervision;
- “assistant cook” means an employee who assists in the preparations of meals, under supervision, and is capable of acting as a cook when necessary;
- “assistant housekeeper” means an employee who deputises for the housekeeper in respect of responsibilities of the housekeeper and may be required to act as a housekeeper in his or her absence;
- “assistant housekeeper” means an employee who, under supervision is responsible for the care and welfare of residents in an institution and for general cleanliness, hygiene and the supervision of staff and the smooth running of institution;
- ”assistant librarian” means an employee with formal training or appropriate experience engaged in cataloguing, classification of books filing and keeping the library and its collection of books and non-books and non-book materials in good order, under supervision;
- “assistant librarian (technician)” means an employee with formal training or appropriate experience employed

- in a library for the blind, engaged in carrying out servicing and repairing of books, machines and tapes; cataloguing; classification of books, tapes and other non-book materials in good order, under supervision;
- “assistant supervisor” means an employee who deputises for the supervisor in all aspects of supervision including acting as supervisor in his or her absence;
- “baker” means an employee who is fully conversant with and mainly engaged in the preparation of different confectioneries, but may also be involved in the preparation of other foods;
- “billing clerk” means an employee who issues invoices/bills to patients for items used during procedures or on discharge from the hospital;
- “billing supervisor” means an employee who is responsible for receipting of drugs bought over the counter, food supplied, telephone bills etc and all debtors payments, then processes the retail accounts and follow up R.D cheques while preparing banking on a daily basis;
- “boarding master/matron” means an employee who is responsible for the conduct, discipline and welfare of students in a boarding school;
- “boiler attendant 1” means an employee engaged in the operation of boiler grate for heating water for bathrooms and kitchen in an institution;
- “boiler attendant 2” means an employee engaged in the operation and maintenance of a boiler which produces steam, including monitoring of high pressures and temperatures in accordance with safety requirements;
- “book binder” means an employee whose duties include the binding of books;
- “bookkeeper” means an employee engaged in keeping of books of accounts up to trial balance;
- “buyer” means an employee who is responsible for purchasing raw packaging materials and consumables as requested;
- “caretaker” means an employee responsible for the care and safety of his or her employer’s properties and premises,

- who carries out duties normally associated with those of a caretaker;
- “cashier” means an employee who is responsible for receiving incoming cash, banking, and disbursements;
- “casual employee” means an employee engaged for a period of not more than six weeks in any four successive calendar months;
- “classroom assistant” means an employee with no special qualifications who assist special school teachers, but who does not conduct any educational programmes in a special care class or school;
- “cleaner” means an employee who is engaged in cleaning of the offices, windows, sweeping floors of grounds daily;
- “cleaning supervisor” means an employee who supervises all general workers employed by the hospital to carryout cleaning duties;
- “clinic sister/registered general nurse” means an employee who runs the company premises’ clinic and is responsible for treatment of the sick and gives advice to both workers and management on health issues, including safety awareness and those employed in the hospitals to provide quality general nursing care to patients as well as to check and restock emergency drugs and equipment;
- “commissionaire” means an employee who directs visitors to building and records the times of their entries and exits therefrom;
- “commodity accounting” means an employee who ensures that the warehouse has proper accounting and reporting systems in place to effectively support management decisions in accordance with donor requirements;
- “continuous service” means a period of an employee’s unbroken service with an employer in terms of section 20;
- “cook” means an employee engaged in the preparation of meals following written instructions, co-ordinating other kitchen activities and the supervision of junior staff;

- “council” means the National Employment Council for Welfare and Educational Institutions;
- “creditors clerk” means an employee who receives statements and arranges payment of creditors;
- “credit controller” means an employee who ultimately is responsible for the granting of credit facilities and the collection outstanding debts;
- “dairy/poultry attendant” means an employee who cares and attends to daily needs of poultry and livestock and carries out other related duties;
- “data capture clerk” means an employee who feeds or punches information into a computer;
- “debtors clerk” means an employee responsible for receiving, checking and posting of creditors or debtors invoices, makes payments and reconciling statements, prepares adjustments on journals and ensures monthly deadlines are met;
- “driver/ class 1 licence)” means an employee employed primarily to drive an omnibus and who is in possession of a class 1 driver’s licence;
- “driver (class 2 licence)” means an employee employed primarily to drive heavy-duty vehicles except those that carry passengers (omnibuses) and who is in possession of a class 2 driver’s licence;
- “driver (class 3 licence)” means an employee whose duties include the driving of a motorbike or a scooter and who is in possession of a class 3 driver’s licence;
- “driver (class 4 licence)” means an employee whose duties include the driving of light vehicle and who is in possession of a class 4 driver’s licence;
- “duplicating machine operator” means an employee who is engaged in the operation and maintenance of a duplicating machine;
- “education allowance” means an allowance paid to an employee by the employer, to assist in the payment of school fees for the employee’s children attending school;

- “emergency work” means work which must be performed immediately to prevent harm to the employer’s assets or the employees, or nearby persons or properties;
- “fixed term contract/contract of fixed duration” means a contract of employment under which an employee will terminate on completion of the contracted task(s);
- “fixed term contract employee” means an employee who is employed for a fixed term to perform a specific task(s);
- “fixed term contract employee” means an employee who is employed for a fixed term to perform a specific task(s) and whose contract terminates at the expiry of the fixed term and on completion of the contracted task(s);
- “food manager” means an employee who monitors and supervises the day to day distributions of food within the school and solves problems encountered during the operations. He or she will foster good relations with local rural district officials, school heads and teacher in charge of the programme in the schools to facilitate the smooth implementation of the feeding programme in the district;
- “fuel attendant” means an employee whose duties include the receiving and distribution of fuel;
- “funeral allowance” means an allowance to be paid by the employer on the death of an employee;
- “gatekeeper/watchperson” means an employee who controls the entrance to and exit from the employer’s premises and who may also be involved in carrying out security patrols of the premises;
- “general hand” means, without in any way limiting the generality of this definition, an employee who carries out unskilled work either indoors or outdoors, under supervision;
- “grade” means a grade listed in the First Schedule;
- “hand launderer” means an employee engaged in the washing and ironing by hand of articles of clothing or linen, which are normally subject to the process of laundering;

- “handyperson 1” means an employee engaged primarily in carrying out, under supervision, such duties as minor repairs, renovations and painting of property;
- “handyperson 2” means an employee engaged primarily in carrying out, under supervision, such duties as minor repairs, renovations and painting of property, who has undergone a course of instruction from a vocational training institution, government polytechnic college or any registered training institution but does not possess a skilled worker’s certificate;
- “head cook” means an employee who controls at least three cooks and is fully conversant with all aspects of the preparation and serving of meals, stock control, diets and ordering of supplies;
- “head groundperson” means an employee engaged in the organisation and supervision of grounds staff and who is responsible for the maintenance of tools and equipment and all aspects of the care and maintenance of grounds, car parks, walkways and similar areas;
- “herbal clinic officer/herbalist” means an employee who is responsible for growing, harvesting and processing of herbs and offers training to other organisations;
- “hostel aide” means an employee responsible for the general cleanliness of residents’ rooms and for taking general care of residents;
- “housekeeper” means an employee with formal training or appropriate experience, who is responsible for the care and welfare of residents in an institution and for general cleanliness, hygiene and the supervision of staff and the smooth running of the institution;
- “house parent” means an employee engaged in all aspects of the care of children being cared for in an institution which provides special care;
- “housing allowance” means an allowance paid to an employee towards payments of rents, water and electricity;
- “industrial holidays” means any day prescribed as a paid holiday in terms of section 19;

- “junior laboratory assistant/ clerk” means an employee who, under supervision cleans floors, equipment, collects and records laboratory sample;
- “junior packer” means an employee who carries out and collects, cleans, checks, packs and sterilises equipment and sterile packs and trays to theatre and wards;
- “kennel attendant” means an employee who is engaged in the cleaning, feeding and dipping of the animals under care;
- “kitchen/dining room porter” means an employee who generally cleans kitchenware and the kitchen and/or dining room;
- “kitchen storesperson” means an employee whose duties include the recording of all foodstuffs into cold-rooms, pantries and /or storerooms and is responsible for issuing the items concerned;
- “laboratory assistant” means an employee responsible to the teacher-in-charge of science whose duties include the preparation of materials equipment, washing-up cleanliness of laboratories and ancillary rooms etc;
- “laboratory technician” means an employee who performs laboratory work without direct supervision but reports to a senior laboratory technician, must possess a minimum of HND/ZNTC;
- “laundry sorter” means an employee who receives and records all types of clothing, linen, etc for laundering and is responsible for their dispatch and receiving;
- “librarian” means an employee with formal training or appropriate experience responsible for all aspects of library administration, classification cataloguing, filing, book selection and acquisition as well as the supervision of the other library personnel;
- “library assistant” means an employee engaged in keeping a library in good order and who carries out cleaning and general library duties as directed by the librarian;
- “linen repairs/seamstress” means an employee who carries out repairs to garments and/or linen;

- “machine launderer (industrial)” means an employee engaged in washing and ironing articles of clothing and linen using an electric or mechanical laundry machine designed for industrial use (such as an industrial washing machine, industrial tumble drier, roller iron or industrial extractor);
- “messenger” means an employee engaged wholly or substantially in delivering messages on foot or by bicycle or tricycle and whose duties may include deliveries to and from a bank;
- “miller” means an employee engaged in the grinding of grains for use at the employer’s establishment;
- “motorcycle mechanic trainer” means an employee responsible for the maintenance of motor cycles in good working conditions, timely servicing of fleet thus reducing costs and is also responsible for training and regular refresher courses for all motor cycle riders to ensure professional riding practices;
- “night allowance” means an allowance paid to an employee, the majority of whose duties are carried out between 8.00 p.m. and 5.00 a.m.;
- “night shift” means a shift in which the majority of the duties are carried out between 8.00 p.m. and 5.00 a.m.;
- “nurse aide” means an employee responsible for the general cleanliness of residents’ rooms and for the general care of residents;
- “nursery aide” means an employee with no special qualifications who assists nursery school teachers but does not conduct any educational programmes of a nursery school or class;
- “nursery school assistant” means an employee with no special qualifications but who is capable of conducting educational programmes or classes at such an institution;
- “nursery school teacher (Ministry of Education trained)” means an employee who has been certified by the Ministry of Education after successful completion of a three-year course of training;

- “nursery school teacher (NGO trained)” means an employee trained by an NGO for one year or more and recommended by the Ministry of Education;
- “nursery school teacher (NSTA trained)” means an employee who has been trained by Nursery School Teachers Association and recommended by Ministry of Education;
- “nurse/ward aide” means an employee engaged in assisting with nursing procedures under supervision, including feeding patients, cleaning wards and performing other functions as required;
- “overtime” means any time worked outside the ordinary weekly hours required to be exhibited in terms of section 12(2);
- “parent industry agreement” means in respect of Welfare and Educational Institutions the Collective Bargaining Agreement which is adopted for the purposes of payment of wages of employees whose skills are naturally covered by any such agreement and considered under special grades;
- “photocopier/copy printer operator” means an employee who operates a photocopier and /or copy printer and is responsible for reporting faults and irregularities that inevitably occur from time to time;
- “piece work” means any system by which earnings are calculated wholly on the quality or output of work done, irrespective of the time spent on such work;
- “pre-school aide” means an employee with no special qualifications who assists in the supervision of children who have not reached school age and are in the care of the establishment concerned;
- “receptionist/clerk/ typist” means an employee whose duties include the receiving of visitors, making appointments and other general office duties and in the case of an employee solely as a typist, typing at a speed of not less than 35 words a minute;
- “rehabilitation assistant” means an employee engaged in assisting in physiotherapy or occupational therapy under the supervision of qualified staff;

- “secretary: clerical” means an employee with appropriate formal training engaged in the carrying out of such secretarial functions as taking minutes, calling meetings, preparing agendas, keeping of records and other such duties;
- “senior accounts clerk” means an employee who is responsible for the work of an accounts clerk who is engaged in accounting duties, handling and receipting money;
- “senior admissions clerk” means an employee who is responsible for the work of admissions clerk, admission of patients, cash payments handling, bed allocation, filing, typing, e-mailing and faxing as well as handling patient’s queries professionally and confidentially;
- “senior billing clerk” means an employee who is responsible for the work of billing clerk and processes, checks and updates all accounts/bills/invoices of a patient in a hospital and sends them to appropriate medical aid societies where applicable;
- “senior cook” means an employee who is responsible for the preparation of meals, the purchasing of supplies, and the control of kitchen staff and who carries out duties as supervision;
- “senior handyperson” means an employee engaged in carrying out repairs without supervision; directing and controlling the work of caretakers and handyperson, routine maintenance of buildings and equipment and the preparation and compliance with maintenance schedule as may be required;
- “senior laboratory assistant” means an employee, who is in possession of a trade test certificate, or has been promoted, or with appropriate experience responsible for the supervision of other laboratory assistants;
- “senior laboratory technician” means an employee who has successfully completed a recognised laboratory technician’s course and carries out work in a laboratory without direct supervision e.g. H.N.D in chemistry or microbiology;

- “senior messenger” means an employee who performs the functions of a messenger together with such additional similar responsibilities as may be required;
- “senior packer” means an employee who oversees a junior packer and collects, cleans, checks, packs and sterilises equipment and supplies sterile packs and trays to theatre and wards while overseeing a junior packer;
- “senior registered nurse” means an employee is a RGN responsible for taking a detailed report from the night RGN at hand over and takeover and allocating as well as delegating duties according to the responsibilities of subordinates, after assessing each patient’s condition and progress while noting any abnormalities;
- “senior waiter” means an employee who supervises other waiters in all their duties and is in charge of the cutlery and linen;
- “shift employee” means an employee who starts work as another employee finishes and carries out the same duties in a continuous manner;
- “special grade” means a grade whose occupation and classification is classified in terms of section 8;
- “storesperson” means an employee who receives goods against an invoice, issues or allocates them to certain jobs, keeps records and whose duties also include handing out equipment and ensuring that it is returned into the storeroom/s;
- “subsistence allowance” means a monetary allowance paid to an employee in order for him or her to pay for meals when carrying out duties away from his or her place of employment;
- “swimming pool attendant 1” means an employee engaged in the general maintenance of a swimming pool and its surroundings, including the pumping and checking of the water level;
- “swimming pool attendant 2” means an employee engaged in the general maintenance of a swimming pool and its surroundings. His or her duties include the pumping and

checking of water levels, as well as the control, monitoring and recording of the quality of the swimming pool water by the addition of solid, liquid or gaseous chemicals and the carrying out of simple water analysis tests;

“supervisor” means an employee with appropriate experience responsible for the conduct of staff in any department of an institution as directed by employer;

“tailor” means an employee engaged in cutting out and assembling garments and linen and in the repair of the same;

“telephone/switchboard operator” means an employee who is engaged in the operation of a telephone switchboard;

“theatre porter” means an employee who carries out general cleaning of theatre instruments and trolley and sluicing of linen, collecting and returning of patients to the wards after patients in the theatre and recovery room, and taking and collecting dispensary baskets;

“tractor driver 1” means an employee whose duties are primarily to drive a tractor, but who is not in possession of a class 5 driver’s licence;

“tractor driver 2” means an employee whose duties are primarily to drive a tractor, but who is in possession of a class 5 driver’s licence;

“transport allowance” means an allowance paid to assist an employee in travelling to and from his or her workplace;

“tuckshop keeper” means an employee engaged in ordering goods, maintaining stocks, and keeping all items for sale and the selling of such goods;

“wage” means the earnings of an employee, but does not include any payment in respect of overtime or any bonus payment or other like benefit;

“waiter” means an employee engaged wholly or substantially in serving meals or drinks, inside or outside the dining room/s of the establishment, and who assists in the preparation and cleaning of the dining room and kitchen and associated equipment and utensils;

- “ward manager/ sister-in-charge” means an employee who provides high standards of nursing care and effectively manage nursing services and care in the SBU;
- “water plant attendant” means an employee responsible for the maintenance and servicing of pumping equipment under supervision;
- “water tank attendant” means an employee engaged in the checking of water in tanks and ensuring that appropriate levels are maintained at all times, as well as carrying out other related duties;
- “welfare and educational institutions” without in any way limiting the ordinary meaning of expression, means the industry or undertaking in which employers and employees are associated for the purpose of running the following establishments—
- (a) any private voluntary organisation as defined in the Private Voluntary Organisations Act [*Chapter 17:05*];
  - (b) any educational institution or hospital of which the employees are not employed by government or local authority;
  - (c) any nursery school, early child education or care centre;
  - (d) any religious organisation, of which the employees are not confined to religious work.

*Administration agreement*

4. The council shall be the body responsible for the administration of this agreement and it may issue expressions of opinion not inconsistent with the provisions hereof for the guidance of employee and employers and may delegate any of its duties or powers of administration to a local joint committee or any committee appointed by the council, subject to the provisions of its constitution relating to the appointment of committees.

*Exemptions*

5. The council may at its sole discretion upon application by an employer registered with the council or employees grant exemption with respect to any of the provisions of this agreement:

Provided that an application for exemption on the payment of prescribed wages shall be accompanied by—

- (i) audited financial statements;
- (ii) where the application is being made further than three months after the date of audited financial statements, a current balance sheet should be provided by the bookkeeper of the institution;
- (iii) a list of names, grades and current salaries of the employees affected by the exemption application;
- (iv) reasons for such application;
- (v) the minutes of the relevant meeting held with the affected workers of which they were informed by the institution of its intention to seek exemption from paying the prescribed wages.

*Contract*

6. (1) An employer shall inform every employee in writing on engagement, of the nature of his or her contract including:—

- (a) the name and address of the employer;
- (b) the relevant grade, job, title and job description;
- (c) the period of time, if limited, for which the employee is engaged,
- (d) the terms of probation if any;
- (e) the terms of any employment code;
- (f) particulars of the employee's remuneration, its manner of calculation and the intervals at which it will be paid;
- (g) particulars of the benefits receivable in the event of sickness or pregnancy;
- (h) hours of work;
- (i) particulars of any bonus or incentive production scheme;
- (j) particular of vacation leave and vacation pay;
- (k) particulars of any other benefits provided under the contract of employment;
- (l) provisions for accommodation;
- (m) the period of notice required to terminate the contract of employment.

(2) A contract of employment does not specify its duration or date of termination; other than a contract for casual work or seasonal work or for the performance of some specific service, shall be deemed to be a contract without limit of time.

(3) A contract of employment may provide in writing for a single, non-renewable probationary period of not more than—

- (a) one day in the case of casual work or seasonal work; or
- (b) three months in any other case;

during which notice of termination of the contract to be given by either party may be one day in the case of casual work of seasonal work for a contract or period less than three months.

#### *Grades and wages*

7. (1) Every employer shall place each employee in a grade listed in the First Schedule appropriate to his or her occupation and shall pay a wage to such employee of at least the amount prescribed in the Second Schedule for the employee's grade including any other prescribed employment benefits and no employee shall accept benefits less than the amount of wages and benefits prescribed.

(2) An employee who at the date of commencement of this agreement is in receipt of a higher wage or more favourable benefits for his or her particular occupation that the wage prescribed in terms of this section and benefits thereof shall not, by reason of this agreement suffer any reduction in his or her wage or benefits.

(3) On promotion to a higher grade an employee shall be paid—

- (a) not less than the minimum wage applicable to such grade; or
- (b) the wage which he or she last received prior to his or her promotion whichever is greater.

(4) An employee who is required to perform work in a lower grade than that in which he or she is normally employed shall not suffer any reduction in his or her wages.

(5) An employee who is required to perform work in a higher grade than that in which he or she is normally employed shall be paid not less than—

- (a) the minimum wage applicable to such higher grade; or grade;
- (b) the wage which he or she last received prior to working in such higher grade;

which ever is greater for all hours spent working in such higher grade.

(6) Where an operation performed by an employee is not specified in the First Schedule—

- (a) the employer shall provisionally place the employee in a grade; and
- (b) the employer or employee shall notify the Secretary of the council; and
- (c) the secretary shall refer the matter to the full council for classification.

Provided that if final classification by the council places the employee in a grade—

- (a) higher than the employee's current grade, he or she shall be paid not less than the minimum wage prescribed for such higher grade, with effect from the date upon which the commenced performing the operation concerned; or
- (b) lower than the employee's current grade, it shall be lawful to reduce his or her wage to not less than the minimum wage prescribed for such lower grade with effect from the date upon which such classification is determined, unless the employee refuses to accept the lower wage in which event—
  - (i) he or she may be given the relevant notice of termination of employment, subject to the relevant legislation pertaining to termination of employment in force;
  - (ii) during the period of such notice he or she shall be paid the wage he or she was receiving prior to such termination.

(7) No employer shall reduce an employee's wage for any time not worked if the employee was able and willing to work and was present at his place of work but the employer was unable or unwilling to furnish him or her with work.

*Special grade employees*

8. An employer shall pay any employer who possesses a skilled worker certificate or such other qualification and performs duties related to the relevant qualification in terms of the Parent Industry Agreement of the particular trade or occupation the employee performs.

*Casual employees*

9. (1) Casual employees may only be engaged for a period of not more than six weeks in any four consecutive months;

(2) Any employee who is employed on a causal basis as defined shall be paid at double the normal daily wage.

*Contract workers*

10. Any contract of employment which for a stipulated period shall specify the date of commencement and the date of termination thereof:

Provided that where a contract of employment is for the carrying out of a specific task, no other employees are employed to perform the same task within a period of three months.

*Piece work; task work on a ticket system*

11. No employer shall give to and no employee shall perform work on—

- (a) piece-work basis; or
- (b) a task work basis; or
- (c) a ticket system.

*Hours of work*

12. (1) The ordinary hours of work for all employees shall not exceed forty-five hours a week:

Provided that the ordinary hours of work shall not exceed nine hours per day.

(2) An employer may request, but shall not require an employee to work overtime, and shall, whenever possible, give twenty four hours notice to such employee of such request.

Provided that employees needed to render emergency work shall not decline to work overtime without reasonable excuse.

(3) Except in the case of emergency work no employer shall permit any employee to work more than fifty-six hours, ordinary time and overtime included in any one week.

(4) Every employee shall receive at least one and a half days off-duty in each week.

(5) Every employee maybe required to work on his or her day off but no employee shall be required to work on his or her days off in successive weeks except in the case of emergency work.

(6) No employer shall require or permit and employee to work for a continuous period of more than five hours without a break of at least thirty minutes:

Provided that an employer shall also permit his or her employees to have a ten-minute break every morning between the third and fourth hours of work.

*Hours of work: Shift workers*

13. (1) The provision of section 12(2) to (6) shall apply to shift workers.

(2) The ordinary hours of work for shift-workers shall not exceed forty five hours a week.

(3) No employer shall require or permit a shift-worker to work for a continuous period of more than five hours without a break of at least thirty minutes:

Provided that such continuous periods shall be deemed not to be broken by a break of less than fifteen minutes.

(4) No employee shall be required to work two shifts in a period of twenty four hours for the purpose of changing shift or in case of emergency work, and no employee shall commence work on a new shift until at least eight hours have elapsed after completion of his or her previous shift;

(5) Nothing contained in this section shall confer any right to payment of overtime on any shift-worker who is required to work two shifts in a period of twenty-four hours for the purpose of changing shift;

(6) No shift-worker shall be kept on night shift for a continuous period of more than four weeks without his or her consent;

(7) A shift-worker who is changing his or her shift to day-shift shall be kept on a day-shift for a period at least equal to the period during which he or she was in night-shift, unless he or she otherwise agrees.

*Conversion of rates*

14. (1) For the purposes of converting a weekly wage to—

- (a) the hourly equivalent, the weekly wage shall be divided by the number of hours ordinarily worked in a week; or
- (b) the daily equivalent, the weekly wage shall be divided by the number of days ordinarily worked in a week; or
- (c) the monthly equivalent, the weekly wage shall be multiplied by four and one – third.

(2) Computations analogous to those set out in subsection (1) shall be used when converting monthly rates.

*Compensation of overtime*

15. (1) Subject to section 12, for each hour of overtime, or part of an hour in excess of fifteen minutes, worked by an employee in any one week, the employer shall pay at one and half times the current wage of the employee.

(2) Notwithstanding the provisions of subsection (1), for each hour, or part of an hour in excess of fifteen minutes, worked by an employee on a day-off, the employer shall pay for overtime at double the employee's current hourly wage.

(3) Notwithstanding the provisions of subsection (1) and in addition to the payment described in subsection (2) of this section for each hour, or part of an hour in excess of fifteen minutes, worked by an employee on an industrial holiday, the employer shall pay for overtime—

- (a) during the ordinary hours of work for the day of the week on which the industrial holiday falls, at one and a half times the employee's current hourly wage; or
- (b) outside the ordinary hours of the day of the week on which the industrial holidays falls, at double the employee's current hourly wage.

(4) In lieu of payment for overtime, an employee may at his or her own request, be allowed time-off during the normal working hours equivalent to—

- (a) one and half times the amount of time worked in terms of subsection (1) or paragraph (a) of subsection (3);
- (b) double the amount of time worked in terms of subsection (2) or paragraph (b) of subsection (3).

*Travelling and subsistence allowance*

16. An employee who is required to travel from his or her usual place of work as to necessitate his or her sleeping away from home shall be paid, in addition to his or her wages for the time during which he or she is away from home—

- (a) all necessary proved travelling subsistence expenses; or
- (b) a day unproved expenses at rates prescribed unless the employer provides appropriate board and lodging for the employee while he or she is away from home.

*Payment of wages and deductions*

17. (1) Every employer shall pay all remuneration including wages, overtime, bonuses and allowances, weekly or monthly, within three days of due date:

Provided that, when an employee's services are terminated, payment of all remuneration due shall be made within twenty-four hours of the termination of services.

(2) All remuneration shall be paid in cash or by cheque and shall be accompanied by a wage-slip showing—

- (a) the name of employer;
- (b) the name of employee;
- (c) the amount of remuneration and the period in respect of which it is paid;
- (d) the component of the remuneration representing any bonus or allowance;
- (e) any deductions for absence without leave, or other deductions permitted;
- (f) the net amount received by the employee.

(3) No deduction or set-off of any description shall be made from any remuneration except—

- (a) where an employee is absent from work on days other than industrial holidays or days of leave to which he or she is entitled, the proportionate amount of his or her remuneration only for the period of such absence;
- (b) amounts which an employer is compelled by law or legal process to pay on behalf of an employee;
- (c) amounts which an employee has received as an advance of remuneration due, the amount of such advance, up to an amount not exceeding twenty-five *per centum* of the gross remuneration owed;
- (d) by written stop-order for contributions to insurance policies, pension funds, medical aid societies, building societies, burial societies and registered trade unions;
- (e) by written consent of an employee, for repayment of money lent by the employer on terms that have been mutually agreed to between the parties concerned;
- (f) an amount recovered for payments made in error;
- (g) union dues shall be, deducted by the employer and transferred in cheque form to the Zimbabwe Educational Scientific Social and Cultural Workers' Union upon receiving a stop order duly signed by the employee, and the employer may deduct as an administration charge, a maximum of 5% for such dues;
- (h) the aggregate amount of permissible deductions that may be made from remuneration of any employee in any pay interval shall not exceed twenty-five *per centum* of the employee's gross remuneration for that interval:

Provided that upon termination of an employee's service, employer may deduct from the total remuneration due to the employee an amount equal to the balance which may be due to the employer in terms of subsection 3(a), (c), (e) or (f) of this section.

*Notice*

18. (1) Notice of termination of the contract of employment to be given by either party shall be—

- (a) three months in the case of a contract without time limit or a contract for a period of two years or more;
- (b) two months in the case of a contract for a period of one year or more but less than two years;
- (c) one month in the case of a contract for a period of six months or more but less than one year;
- (d) two weeks in the case of a contract for a period of three months or more but less than six months;
- (e) one day in case of a contract for a period of less than three months or in the case of casual work or seasonal work;
- (f) where notice has been given, it shall be taken to run from the 1st day of the month following the date on which notice is given.

(2) It shall not be necessary for an employee to give notice where he or she is unable to do so because of some personal emergency or compelling necessity.

(3) No employer shall give notice of termination of contract to an employee whilst the employee is sick or disabled, except as provided in subsection (5) of section 24.

(4) Neither the employer nor the employee shall give notice of termination of contract whilst an employee is on vacation leave.

(5) An employee who has given or received notice to terminate employment shall not be required or permitted to take vacation leave during the period of notice except by mutual agreement, in writing.

(6) Nothing contained in this section shall affect the right of employer to dismiss an employee or of the employee to terminate his or her contract of employment summarily or recognised by law as justifying instant termination of contract of employment.

(7) An employer may discharge his or her obligations by paying an employee full wages and allowances for and in place of the period of notice required to be given in terms of this section.

(8) No termination of employment shall be valid unless such termination has been done in accordance with the provision of law.

*Continuous service*

19. (1) Continuous service shall be deemed to be broken only by the death, resignation, retirement or discharge of the employee concerned:

Provided that an employee who is discharged and re-engaged by the same employer within two months of such discharge shall be deemed not to have broken continuous service.

(2) A period of absence without the permission of the employer, or a period of absence between discharge and re-engagement of less than two months shall not be taken into consideration in calculating any benefits in terms of section 7, 20, 22 or 24;

(3) If, upon the change of ownership of an establishment, an employee enters the service of the new owner, or continues his or her employment in the establishment, his or her service with the previous owner shall be reckoned as service with the new owner, and shall be deemed not to have been broken by such change of employer;

Provided that, if an employee is paid by the previous owner a gratuity in terms of section 20 in respect of his or her service with that owner the gratuity payable by the death, resignation, retirement or discharge of such employee may be reduced by the amount of gratuity paid by the previous owner.

*Gratuities on termination of employment*

20. (1) An employee who has completed five or more years of continuous service shall, on the termination of such employment, irrespective of the circumstances of such termination, be paid a gratuity of not less than the amount derived by multiplying the appropriate number of completed years of continuous service by the appropriate percentage of current monthly wage on termination as set out of the Third Schedule.

(2) If an employee, who has completed five or more years of continuous service, dies during service before receiving a gratuity in terms of subsection (1), there shall be paid to this estate the sum which the employee would have received if his or her contract of employment had terminated on the day of his or her death;

(3) Notwithstanding the provisions of subsections (1) and (2), no gratuity shall be payable to an employee, or the estate or an

employee under this section if his or her employer has made provision for him or her or her by means of a pension gratuity scheme registered as a fund in terms of Pensions and Provident Funds Act [Chapter 24:09] which provides benefits which are not less favourable than those in this section.

*Record of service*

21. (1) An employee whose services are terminated, for any cause whatsoever, may request a record of service from his or her employer.

(2) The record of service supplied shall specify the period of a service served by the employee and the occupation of the employee.

*Vacation leave*

22. (1) In this section, for the purpose of calculating accrual of vacation leave “continuous service” includes any period of National Service rendered in terms of the National Service Act [Chapter 11:08].

(2) An employee shall accrue vacation leave of two and a half calendar days for each completed month of continuous service.

(3) Any portion of a month shall be regarded as full month.

(4) An employee may accumulate vacation leave in excess of ninety working days only with the consent of the employer.

(5) An employee in his or her first year of employment shall accumulate normal vacation leave but shall not go on such leave during that first year, except with the consent of the employer.

(6) An employee shall be entitled to proceed on vacation leave within six weeks of his or her application thereof:

Provided that—

- (a) where undue hardship would be caused to the employer by reason of the short period between the employee’s application for vacation leave and his or her proceeding on such leave, the employee shall be entitled to proceed on vacation within nine weeks of his or her application thereof;
- (b) where an establishment has an annual shut down employees may be required to take vacation leave during such shut down;

(c) any employee engaged in work with a seasonal peak may be required to take his or her vacation leave during the off season.

(7) An employee proceeding on vacation leave shall be paid his or her current wages for the period of such leave prior to his or her going on leave.

(8) An employee who has accumulated vacation leave may, with the consent of the employer, elect to be paid cash in lieu of any vacation or portion of any vacation leave in addition to his or her current wage, in place of proceedings on such leave.

(9) Every employee whose employment is terminated, for any reason whatsoever, shall be entitled to be paid the cash equivalent of any accumulated leave.

(10) Any period of leave taken by an employee in terms of this section, or any additional leave granted by the employer; whether paid or not, or any sick-leave taken in terms of section 24, shall be counted for the purpose of calculating further leave.

(11) If an establishment observes a holiday or an industrial holiday, such holiday or industrial holiday shall not be offset against an employee's accumulation of vacation leave.

(12) Unless more favourable conditions have been provided for in any employment contract or in any enactment in terms of this section to an employee at the rate of one twelfth of his or her qualifying service in each year of employment, subject to a maximum accrual of 90 days' paid vacation leave.

#### *Industrial holidays*

23. (1) All days declared in terms of Public Holidays and Prohibition of Business Act [*Chapter 10:4*] as public holidays shall be industrial holidays.

(2) Subject to the provision of subsection (3), every employee shall be granted leave of absence on industrial holidays and shall be paid his or her current daily wage for every industrial holiday.

(3) An employer may require an employee to work on any industrial holiday, in which case he or she shall be paid in terms of

subsection (3) of section 15 in respect of time worked, in addition to the payment prescribed in subsection (2).

*Sick leave*

24. (1) An employee who so wishes may be granted accrued vacation leave instead of sick leave on half pay or without pay.

(2) An employee shall not be entitled to the benefits of this section if his or her sickness was self-induced or his or her injury was willfully self inflicted.

(3) A certificate issued by a suitably qualified person or a State registered nurse shall be accepted in place of a medical certificate when no medical practitioners is available.

(4) The provisions of subsections (3) to (8) of this section shall not apply to an employee whose sickness or accident is covered by the National Social Security Authority Act [*Chapter 17:04*] or the State Service (Disability Benefits) Act [*Chapter 16:05*] or any similar enactment relating to compensation.

(5) The employer shall be responsible for medical expenses incurred by an employee who is injured, through no fault of his or her own, in the course of his or her duties, where such expenses are not met by any applicable workers compensation or medical aid scheme.

*Special leave*

25. (1) Special leave on full pay not exceeding twelve days in a calendar year shall be granted by an employer to an employee—

- (a) who is required to be absent from duty on the instructions of a medical practitioner because of contact with an infectious disease;
- (b) who is subpoenaed to attend any court in Zimbabwe as a witness;
- (c) who is required to attend as a delegate or office bearer at any meeting of a registered trade union representing employees within the undertaking or industry in which the employee is employed;
- (d) who is detained for questioning by the police;
- (e) on the death of a spouse, parent, child or legal dependent
- (f) on any justifiable compassionate ground.

(2) Leave in terms of this section shall not be cumulative.

*Maternity leave*

26. (1) Unless more favourable conditions have otherwise been provided for in any employment contract or in any enactment, maternity leave shall be granted in terms of this section for a period of ninety days on full pay:

Provided that—

- (a) where a female employee who has benefited in terms of this section, fails for any reason other than death or dismissal by the employer, to return to the employer's service for a period of at least as long as that during which she was on maternity leave and on terms less favourable than she enjoyed prior to going on such leave, she shall be liable for the repayment to the employer of all the wages and benefits she received from the employer in consideration of such leave;
- (b) where the birth of her child in fact takes place after the expiry of the forty-five days referred to in the certificate mentioned in subsection 2, the period of ninety-eight days shall be extended without pay the number of days that have elapsed between the expiry of such period of forty five days and the date of birth of the child;
- (c) where a registered medical practitioner or State registered nurse certifies that as a result of complications accompanying the birth of the child, the child's mother needs to convalesce for a specified period in excess of forty five days after such the period of ninety days shall be extended without pay to include the whole of such period.

(2) On production of a certificate signed by a registered medical practitioner or State registered nurse certifying that she is pregnant, a female employee may proceed to maternity leave not earlier than the forty-fifth day and not later than the twenty-first day prior to the expected date of delivery.

(3) A female shall be entitled to be granted a maximum of three periods of maternity leave with respect to her total service to any employer during which she shall be paid her full salary.

(4) Any maternity leave requested in excess of the limits prescribed in this section may be granted as unpaid maternity leave.

(5) Unless the employer grants sick leave for medical reasons other than maternity, sick leave may not be granted once paid maternity leave has begun or during a period of unpaid maternity leave.

(6) During the period when a female employee is on maternity leave in accordance with this section, her normal benefits and entitlements including her rights to seniority or advancement and the accumulation of pension rights, shall continue uninterrupted in the manner in which they would have continued had she not gone on such leave, and her period of service shall not be considered as having been interrupted, reduced or broken by the exercise of her right to maternity leave in terms of this section.

(7) A female employee who is the mother of a suckling child shall, during each working day, be granted at her request at least one hour or two half-hour periods, as she may choose during normal working hours for the purpose of nursing her child, and such employee may combine the portion or portions of time to which she is entitled with any other normal breaks so as to constitute longer periods that she may find necessary or convenient for the purpose of nursing her child.

(8) Notwithstanding subsection (8), the grant of breaks during normal working time to a female employee for the purpose of nursing her child shall be made in accordance with all the exigencies of her employment, and nothing done to prevent any disruption of normal production processes or any interference with the efficient running of an undertaking or industry shall be in contravention of subsection (8).

(9) A female employee shall be entitled to the benefits under subsection (8) for the period during which she actually nurses her child for six months, whichever is the lesser.

*Health and safety*

27.(1) The appropriate provisions of the National Social Security Authority (Accident Prevention and Workers Compensation) Notice, 1990, published in Statutory Instrument 68 of 1990 shall apply to all employers and employees in welfare institutions.

(2) An employer shall supply, free of charge, a waterproof, cap, overcoat or other suitable protective clothing to every employee who,

in the course of his or her duties, is habitually exposed to inclement weather.

(3) Protective clothing supplied to an employee shall become his or her property after three months of issue of clothing if the employee is responsible for mending, washing and otherwise maintaining such clothing:

Provided that emblems and insignia provided by the employer to be worn on such clothing shall remain the property of the employer.

(4) Subject to the provision of subsection (1), an employee who fails to return clothing supplied in terms of subsection (2) shall be liable for the cost of replacement and the employer may recover such amount from any money due to the employee.

(5) An employer who recovers the cost of replacement of clothing from an employee in terms of subsection (3) shall make due allowances for fair wear and tear in the assessment of such cost.

#### *Registration of employers*

28. (1) Every employer in a welfare or educational institution shall, within 30 days of commencing operations as an employer, register with the council as an employer and shall submit to the council a declaration in such form as may be determined by the council showing—

- (a) the name and nature of the institution; and
- (b) the names and addresses of the directors or partners as the case may be; and
- (c) the address(es) at which the employer carries on business.

(2) Thereafter, the council shall, on or about 1st January in each year furnish each registered employer with a form on which he or she shall record confirmation of or changes to any of the information referred to in subsection (1) and shall return that form so as to reach the council not later than 30 days from the date he or she received such form.

(3) Every employer on ceasing operations shall notify the council in writing within 30 days of the date of ceasing operations.

(4) The secretary of the council shall maintain a register of all employers registered in terms of this section.

*Council dues*

29. (1) All employers and employees in welfare and educational institutions shall, with effect from 1st January, 2003, or within a month of commencing operations, whichever is the later, pay dues to the funds of the council and all employers shall deduct the appropriate dues from the wage or salary of each of their employees in accordance with the provisions of subsection (2).

(2) With effect from 1st September, 2003, every employer shall, on a monthly basis, deduct the sum stipulated by the council from each employee's salary or wage.

(3) The monthly due to be paid by each employer shall be an amount equal to the total dues to be deducted and paid in terms of subsection (2).

(4) Each employer shall forward the total amount of the employee's and employer's dues, using such form as may be prescribed by the council to be received at the office of the council by not later than the fifteenth day after the deductions were effected.

(5) Each employer shall forward, together with their payment of dues, a list of the employees and the total dues being forwarded on behalf of each individual to the council.

*Council representation*

30. (1) An employee shall release on paid leave of absence—

- (a) an employee, who is a *bona-fide* representative or alternate on the council, for the purpose of attending any meeting of the council; or
- (b) an employee who is a *bona-fide* representative or alternative on any committee set up by the council, for the purpose of attending any meeting of such committee or subcommittee.

(2) No employer shall dismiss an employee specified in subsection (1) because of time spent by such employee on the work of the council, its committee or subcommittee.

*Resolution of disputes*

31. (1) For the purpose of enabling it to exercise its powers and perform its functions in terms of the Labour Act, the council may,

and when so directed by the Registrar shall, advise the Registrar of persons whom it wishes to be appointed as designated agents.

(2) If the Registrar approves of the persons advised in terms of subsection (1), he or she shall appoint them as designated agents of the council and shall issue them with certificates of appointment.

(3) A designated agent of the council may—

- (a) require any employer for which the council is registered—
  - (i) to grant him or her or her reasonable access to his or her employees for the purpose of advising and assisting them in relation to their rights of employment;
  - (ii) to grant him or her reasonable access to his or her premises and to the books, records and other documents relating to his or her employment for the purpose of examining and ascertaining matters relating to his or her employment for the purpose of examining and ascertaining matters relating to or affecting the employment of his or her employees who are represented by a trade union or federation of trade unions which is a member of the council concerned, and of ascertaining whether or not the terms of any relevant collective bargaining agreement and regulations are being observed;
- (b) enter any premises of an employer for which the council is registered for the purposes of conducting any search therein, where there are reasonable grounds for believing that such entry or search is necessary for the prevention, investigation or detection of an offence in terms of the Labour Act or this agreement or for the seizure of any property which is the subject of an offence in terms of Labour Act on agreement.

(4) A designated agent of the council who meets such qualification as maybe prescribed shall, in his or her certificate of appointment, be authorised by the Registrar to redress or attempt to redress any dispute or unfair labour practice—

- (a) occurring in any institution for which the council is registered; and

(b) which has been referred to him or her by the council;

5) Any disputes arising from this agreement, or its interpretation, shall be referred to the council for resolution by the employer or employee as the case may be.

(6) Upon reference of any dispute arising from this agreement, the Secretary of the council shall refer such dispute to a designated agent of the council to deal with dispute in terms of the Labour Act.

(7) The designated agent shall within 30 days of receipt of the dispute convene a meeting of the parties to the dispute and hear oral and written evidence.

(8) The designated agent shall at the conclusion of the hearing of the matter make an appropriate determination it deems fit. Any party who is aggrieved by the designated agent's decision shall have the right of appeal and representation to a disputes committee set up by the council.

*Availability of copy of agreement*

32. (1) Every employer shall exhibit a copy of this agreement and any amendments thereto in a place accessible to every employee.

(2) No person shall, without lawful cause to alter, deface or remove or cause to be altered, defaced or removed, the copy of agreement save on the instruction of the employer when carrying out his or her responsibilities under subsection (1).

*Repeals*

33. The regulations specified in the Fourth Schedule are repealed.

**Addendum**

**EFFECTIVE DATE OF THE COLLECTIVE BARGAINING AGREEMENT**

In terms of section 82 of the Labour Act [*Chapter 28:01*], notwithstanding the date of its publication, this Collective Bargaining Agreement is effective from the date of its registration i.e. 5th October, 2006.

*Declaration*

The employers' organisation and the trade union, having arrived at the agreement set forth herein, the undersigned hereby declare that the foregoing is the agreement arrived at and affix their signature hereto.

Signed at Harare on behalf of the employers and employees on this 5th day of October, 2006.

P. HORSEFIELD,  
*Representing the Employer Association.*

S. MANGOMA,  
*Representing the Zimbabwe Educational Scientific Social and Cultural Workers Union.*

J. MAWIRE,  
*Chairman of the National Employment Council for the Welfare and Education Institutions.*

S. M. Z. MARUFU,  
*General Secretary of the National Employment Council for the Welfare and Educational Institutions.*

FIRST SCHEDULE (Section 2, 7)

GRADING AND JOB CLASSIFICATION — EFFECTIVE FROM 05-10-2006

GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6	GRADE 7	GRADE 8	GRADE 9	GRADE 10
Dairy/ Poultry Assistant	Boiler Attendant (1)	Boiler Attendant	Art Room Assistant	Caretaker		Billing Supervisor	Accounts Supervisor	Buyer	Sister In charge
General Hand/Loader	Hostel Aide	Handyper- son(1)	Baker	Driver (Class 4 Licence)	Book Binder	Driver (Class 1 Licence)		Senior Laboratory Technician	
Hand Lauderer	Junior Nurse/ Ward Aide	Ass.Cook	Art Room Assistant	Duplication Machine Operator	Driver (Class 2 licence)	Housekeeper	Accounting Officer	Senior Registered General Nurse	
Kennel Attendant	Machine Lauderer (Industrial)	Junior Laboratory Assistant	Cook	Handyperson (2)	Head Cook	Librarian	Laboratory Technician	Commodity Accounting	
Kitchen/ Dining Room Porter	Messenger	Kitchen Storesperson	Gatekeeper/ Watchperson	Laboratory Assistant	House Parent	Nursery School Teacher (Min of Ed. Trained)	Registered General Nurse		
Machine Lauderer (Domestic)	Pre-School Aide	Laundry Sorter	Head grounds person	Nursery School Teacher NSTA Trained	Ass. House-keeper	Secretary (Clerical)	Motor Cycle Mechanic and Trainer		

GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6	GRADE 7	GRADE 8	GRADE 9	GRADE 10
Swimming Pool Attendant (1)	Swimming Pool Attendant (2)		Library Assistant	Receptionist/ Clerk Typist	Ass. Librarian	Senior Laboratory Assistant	Assistant Accountant		
	Tractor Driver (1)	Linen Repair/ Seamstress	Nursery Assistant	Senior Cook	Junior Librarian (Technical)	Supervisor	Food Monitor		
	Waiter	Miller	Nurse/Ward Aide (Non Welfare)	Storesperson	Junior Supervisor	Office Administrator			
	Water Tank Attendant	Nurse Aide	Senior Waiter	Telephone/ Switch board Operator	Nursery School Teacher (NGO Trained)				
	Cleaner	Photocopier/ Copy Printer Operator	Tailor	Tuckshop Keeper	Rehabilitation Assistant	Credit Controller/ Supervisor			
	Office Orderly Cleaner	Senior Messenger	Junior Nursery School Teacher	Creditors Clerk	Senior Handyperson	Pharmacy/ Accounts Clerk			
	Gardener	Tractor Driver (2)	Record Clerk	Admissions Clerk	Water Attendant	Ambulance Technician/ Driver			
		Driver (Class 3 Licence)	Senior Packer	Senior Nurse Aide (Non Welfare)	Cashier	Bookkeeper			

GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6	GRADE 7	GRADE 8	GRADE 9	GRADE 10
		Junior Packer	Commissionaire	Debtors Clerk	Senior Admission Clerk				
		Driver (Class 5 Licence)		Billing Clerk	Cleaning Supervisor				
		Nurse Aide (Welfare)		Administrative Assistant Clerk	Senior Accounts Clerk				
		General Hand/ Theatre Porter		Data Capture Clerk	Junior Laboratory Clerk				
		Admissions Porter		Accounts Clerk	Senior Billing Clerk				
		Herbal Clinic Officer/ Herbalist		Sales Clerk	Ambulance Driver (Class 2)				
				Ambulance Driver (Class 4)					
				Stores Clerk/ person					

SECOND SCHEDULE (*Section 7*)

WAGES AND ALLOWANCES

1. Private Voluntary Organisations.
2. Nursery Schools, Early Child Education and Care Centres.
3. Mission Educational Institutions and Mission Hospitals.
4. Independent Educational Institutions.
5. Independent Educational Institutions.

THIRD SCHEDULE (*Section 20*)

GRATUITIES ON TERMINATION OF EMPLOYMENT

Length of service	Percentage of monthly wage on Termination of employment
Years	%
5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35
31	36
32	37
33	38
34	39
35	40

FOURTH SCHEDULE (*Section 33*)

REPEALS

<i>Regulations</i>	<i>Statutory Instrument</i>
Labour Relations (Welfare and Educational Institutions) (Employment) Regulations, 1995 . . . . .	192 of 1995