



BANK OF ZAMBIA

Tue

5 March 2020

The Labour Commissioner
Ministry of Labour
P O Box 32186
LUSAKA

Dear Sir/Madam,

CONCLUSION OF NEGOTIATIONS BETWEEN BANK OF ZAMBIA AND THE ZAMBIA UNION OF FINANCIAL INSTITUTIONS AND ALLIED WORKERS (ZUFIAW)

Reference is made to the above captioned subject. Further reference is made to our letter of 27th February 2020 in which we were seeking extension of the current Collective Agreement for further period of two weeks.

We are pleased to advise that the Collective Bargaining for salary and other conditions of service for unionised employees at Bank of Zambia has been concluded. A new Collective Agreement covering the period 1st August 2018 to 31st July 2020 was signed by both parties on 3rd March 2020.

Please find enclosed herein five (5) copies of the 2018 – 2020 Collective Agreement that have been duly signed by the negotiating parties, for approval by the Minister of Labour.

Yours faithfully

Happy Mulwe (Mr)
ACTING DIRECTOR – HUMAN RESOURCE
BANK OF ZAMBIA

Chingati Msiska (Mr)
GENERAL SECRETARY
ZUFIAW

Cc Governor
Deputy Governor – Administration
Deputy Governor – Operations
Director – Legal Services
Union Branch Secretaries – Lusaka & Ndola

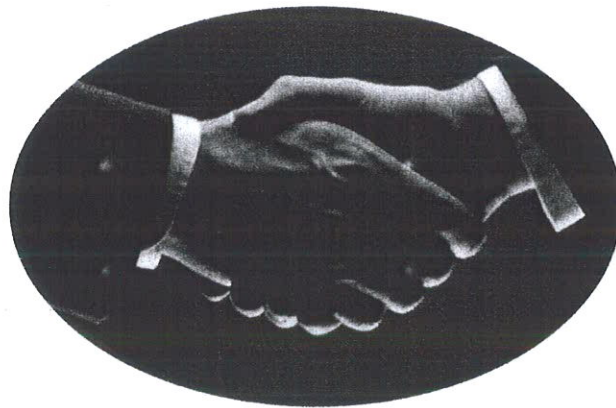


ZUFIAW
The Zambia Union of Financial
Institution and Allied Workers



Bank Of Zambia

Bank of Zambia
&
Zambia Union of Financial
Institutions and Allied
Workers



2018-2020
COLLECTIVE AGREEMENT

Contents

1.0	DEFINITIONS	3
2.0	SALARY INCREASE	4
3.0	INCREMENTAL NOTCHES	4
4.0	OVERTIME.....	4
5.0	PROMOTION AND MERIT AWARDS.....	4
6.0	ALLOWANCES	4
6.1	Annual Leave Allowance	5
6.2	Upset Allowance.....	5
6.3	Laundry Allowance.....	5
6.4	Shift Differential Allowance	5
6.5	Lunch Allowance	5
6.6	Acting Allowance	5
6.7	Transport Allowance.....	6
6.8	Responsibility Allowance.....	6
7.0	COUNCIL RATES ON BUILDINGS	6
8.0	GROUND RENT	6
9.0	LEAVE.....	7
9.1	Leave Days	7
9.2	Vacation (Annual) Leave	7
9.3	Commutation of Leave Days.....	7
9.4	Sick Leave	7
9.5	Special Leave.....	7
9.6	Maternity Leave.....	7
9.7	Paternity Leave	8
9.8	Study Leave	8
10.0	REIMBURSEMENT OF PRIVATE TRAINING COSTS	8
11.0	REMOVALS.....	9
12.0	FUNERAL ASSISTANCE	9
13.0	UNIFORMS AND PROTECTIVE WEAR.....	10
14.0	LOANS	11
15.0	LONG SERVICE AWARD.....	11
16.0	CHRISTMAS GIFT	11
17.0	STAFF POLICIES	11
18.0	REDUNDANCY	12
19.0	TERM OF AGREEMENT.....	12
20.0	NEXT NEGOTIATIONS	12
21.0	AMENDMENTS (VARIATION).....	12
22.0	MID-STREAM REVIEW OF SALARY	12

20.0 NEXT NEGOTIATIONS 13
21.0 AMENDMENTS (VARIATION) 13
22.0 MID-STREAM REVIEW OF SALARY 13
APPENDIX: A1 15
APPENDIX: A2 16
APPENDIX: B..... 17

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This Collective Agreement is made the 3rd day of **March Two Thousand and Twenty** (3rd March 2020) between **Bank of Zambia**, a body corporate established by the Bank of Zambia Act Cap. 360 of the Laws of Zambia, and having its Head Office situated at Bank Square, Cairo Road, Lusaka in the Lusaka Province of the Republic of Zambia (hereinafter referred to as “the Bank”) of the one part, and **Zambia Union of Financial Institutions and Allied Workers** registered under the Industrial and Labour Relations Act, Cap. 269 of the Laws of Zambia, and having its registered Office situated at Luangwa House, Cairo Road, Lusaka aforesaid (hereinafter referred to as “the Union”), of the other part.

Whereas pursuant to a **Memorandum of Recognition Agreement** made between the parties to this Collective Agreement on the Seventeenth day of September, One Thousand Nine Hundred and Seventy Nine (17th September, 1979) and renewed on 1st day of April, One Thousand Nine Hundred and Eighty Three (1st April, 1983), the Bank has recognised the trade union as representative of, and bargaining agent for, the eligible employees represented by the Trade Union so recognised for the purpose of regulating relations between the Employer or Employers’ Organisation and the Trade Union.

And whereas the said Memorandum of Recognition Agreement is still in force and binding upon the parties to it and Collective Negotiations and Agreement on the matters hereinafter specified have been concluded between the Bank and the Union.

NOW THEREFORE, THIS COLLECTIVE AGREEMENT WITNESSETH AS FOLLOWS:

1.0 DEFINITIONS

In this Collective Agreement unless the context otherwise requires, words and expressions importing the masculine gender include the feminine gender; words importing the singular number shall include the plural and shall have the meaning hereby ascribed to it in this clause.

- 1.1 “**Salary**” shall mean employee’s monthly pay exclusive of all allowances.
- 1.2 “**Registered Dependents/Children**” shall mean and include an eligible employee’s registered children who are the employee’s offspring, and/or legally adopted children who, subject to the qualifications set out below, are under the age of 25 and: -
- if over 21 years are attending a full time course of academic instruction at any educational establishment recognised by the Government;
 - are single and without children;
 - are unemployed;

Provided that:-

- If dependants/children are physically or mentally challenged, the restriction as to age shall not apply in any manner whatsoever; and provided further that;
- such dependant(s)/children of the employee shall be registered with the Bank.



1.3 “**Eligible employee**” shall mean a unionisable employee other than a member of the Management of the Bank of Zambia.

1.4 “**Spouse**” shall mean a legally recognized partner under civil and/or customary law as evidenced by a marriage certificate. The Bank shall only register one spouse per eligible employee.

1.5 “**Night Shift**” shall mean a shift work from 18:00 to 06:00 hours.

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2.0 SALARY INCREASE

The Bank agrees with the Union to award all eligible employees a salary increase of 7% across the board effective 1st August, 2018 and 6.6% across the board effective 1st August, 2019. The new salary structures resultant thereupon are shown in **Appendix A1** and **Appendix A2** hereto.

3.0 INCREMENTAL NOTCHES

The Bank agrees with the Union to award all eligible employees incremental notches of 7% across the board in 2018 and 6.6% across the board in 2019 in accordance with the structures in clause 2.0 above.

4.0 OVERTIME

It has been agreed between the Bank and the Union that eligible employees working normal shift hours shall be entitled to overtime when requested to work extra hours at the following rate:

4.1 Normal working day and Saturday – Straight time rate and Half (1½)

4.2 Sunday and public holiday – double rate (2)

An employee called for work when on leave or rest shall be entitled to overtime or time off commensurate to days/time spent at work.

Provided that the working week for shift workers shall commence as and when they start a shift.

5.0 PROMOTION AND MERIT AWARDS

5.1 PROMOTION

It is hereby agreed between the Bank and the Union that on promotion an eligible employee shall be awarded a minimum of **four notches** in the salary scale of the current grade and fitted in the structure of the new grade.

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6.6 Acting Allowance

Acting Allowance shall be paid to an eligible employee (hereinafter called "the Acting Officer") who shall be delegated to perform certain duties for and during the absence of a senior officer, upon the written approval of the Governor or the Governor's delegate.

The acting allowance shall be such quantum as represents:-

- **five (5) notches** in the salary scale immediately higher than the Acting Officer's scale; or,
- the difference between the entry point salary of the higher scale and the salary of the Acting Officer, whichever is the higher.

In addition to the above, the officer so acting shall be entitled to be paid all other benefits applicable to that position provided that:

- 6.6.1 An eligible employee has acted for a period of not less than 21 calendar days.
- 6.6.2 An eligible employee shall not act in a vacant position for a period exceeding six months (6) without being confirmed save for administrative convenience.
- 6.6.3 The said allowance shall not form part of the eligible employee's basic salary and shall be taxable.

6.7 Transport Allowance

The Bank shall pay each eligible employee a sum of Three thousand four hundred kwacha only (**K3, 400.00**) gross per month as transport allowance.

The said allowance shall be reviewed quarterly

The Bank further agrees with the Union that:

- 6.7.1 No physical transport shall be provided to eligible employees.
- 6.7.2 Employees working during weekends and public holidays shall be paid One Hundred and Eighty-Four Kwacha (**K184.00**) gross as Transport Allowance per day.
- 6.7.3 Employees working up-to 19:00 hours and beyond on a normal working day shall be paid One Hundred and Eighty-Four Kwacha (**K184.00**) gross as Transport Allowance.
- 6.7.4 **The Bank shall provide transport to employees assigned to attend training, workshops or work outside the Bank of Zambia premises. Where this is not provided, the Bank shall make necessary arrangements for eligible employees.**

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6.8 Responsibility Allowance

The Bank agrees to pay an eligible employee who is assigned to perform additional duties (responsibilities) at the rate of **5 notches** in the employee's salary scale provided that such duties shall have been performed for a period of not less than 21 calendar days.

7.0 COUNCIL RATES ON BUILDINGS

The Bank agrees with the Union to pay 100% of the Local Council rate bill bi-annually for rates in respect of those eligible employees who have bought or built houses for their own occupation **mortgaged to the Bank**. Provided that the tax burden shall be borne by the employee.

8.0 GROUND RENT

The Bank agrees with the Union to pay 100% of the Ground Rent and Lease Charges to the Commissioner of Lands or appropriate local authority annually for eligible employees who have bought or built dwelling property for own occupation **mortgaged to the Bank**. Provided that where applicable, the tax burden shall be borne by the employee.

9.0 LEAVE

9.1 Leave Days

The Bank agrees with the Union that leave days shall accrue to all eligible employees as follows:-

<u>Grades</u>	<u>Rate Per Annum</u>
BOZ 1 to 2	35 days
BOZ 3 to 4	41 days

9.2 Vacation (Annual) Leave

9.1.1 An eligible employee shall be entitled to annual leave once a year. For the purpose of this clause annual leave shall mean a minimum of 21 days to be taken at least twelve (12) months after commencement of employment.

9.1.2 An employee may be recalled back from leave by their Supervisor/Manager. The employee who has been recalled from leave will be required to complete a Leave Recall Form to be submitted to Human Resources Department.

9.1.3 The unutilized leave days shall however not be credited back on the Human Resources Management System (HRMS).

9.3 Commutation of Leave Days

An eligible employee shall be entitled to commute unutilized leave days for cash. Commutable days are those accrued at the time of proceeding on annual leave, leaving a balance of seven (7) days each time such commutation is made.

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9.4 Sick Leave

The Bank agrees with the Union that on production of valid written medical recommendations, an eligible employee may go on paid sick leave for a maximum period of 90 days, thereafter for another 90 days on half pay, should circumstances warrant.

Provided that if the employee has not recovered from illness after six (6) months from the date of illness, the Bank may, on the recommendation of a registered medical practitioner or medical institution designated by the Bank, discharge the employee, whereupon the entitlement to sick leave shall cease.

9.5 Special Leave

The Bank agrees with the Union that upon the written recommendation of a medical practitioner or other person duly authorized in that behalf under the Medical and Allied Professions Act, an eligible employee shall be granted paid leave of absence not exceeding **ten (10) working days** to enable such employee nurse his/her sick child or spouse who has been hospitalized and who, on account of the nature of the illness requires special attention.

9.6 Maternity Leave

9.1.4 Any eligible female employee who has completed at least two (2) years of continuous service with the Bank from the date of first engagement or since the last maternity leave was taken as the case may be, shall on production of a medical certificate as to her pregnancy signed by a registered medical practitioner, be entitled to maternity leave of 90 days with full pay.

9.1.5 The maternity leave so granted shall be exclusive of any other leave to which a female employee may otherwise be entitled.

9.1.6 In case of illness which arises out of pregnancy and results in a female employee becoming temporarily incapable of performing her duties, such employee shall be entitled to sick leave in accordance with the provision of Clause 9.4 of this Collective Agreement.

9.1.7 The Bank shall not terminate the services of a female employee, or impose any other penalty or disadvantage upon such employee within six months after delivery, for reasons connected with such employee's pregnancy.

9.7 Paternity Leave

Male employees shall be entitled to seven (7) calendar days once every two years to attend to parental responsibilities upon proof of newly born child with a registered spouse (wife) provided that such leave shall be taken within one month of child being born.

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9.8 Study Leave

Prior to each authorised examination, employees may, on application, be allowed 5 working days off for study. In addition, employees shall be allowed leave covering specific days of examinations.

Where an examination for an approved course of study is during working hours, time off with pay shall be given in multiples of one day for each separate such examination.

10.0 REIMBURSEMENT OF PRIVATE TRAINING COSTS

The Bank shall reimburse costs incurred in respect of successful completion of self-sponsored training programmes undertaken by eligible employees provided that:

- 10.1 such training would have been approved by the Staff Training and Development Committee prior to commencement;
- 10.2 the reimbursement shall be against production of authentic receipts or proof of payment and on production of authentic certificates with results transcripts;
- 10.3 the cost was incurred by the employee while in the employment of the Bank of Zambia;
- 10.4 The Head of Department certifies relevance to the requirements of the Bank. Such approval shall be granted in consultation with the Human Resources Department;
- 10.5 that only the costs incurred on the following shall be reimbursed:
 - 10.5.1 Registration fees;
 - 10.5.2 Subscription fees where this is a requirement for study;
 - 10.5.3 Tuition fees;
 - 10.5.4 Examination fees; and
 - 10.5.5 Project/research fees.

11.0 REMOVALS

The Bank undertakes to provide transport to facilitate removal/shifting of eligible employees on the occurrence of any of the following: -

- 11.1 Change of accommodation at the instance of the Bank.
- 11.2 Change of accommodation from Bank residential property to owner-occupier accommodation.

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11.3 Further, the Bank undertakes to provide appropriate removal services in the event of the Bank transferring an eligible employee between stations.

12.0 FUNERAL ASSISTANCE

12.1 Staff

The Bank agrees with the Union that at the death of an eligible employee, it shall meet the cost of funeral expenses as follows:

- (a) Provide a funeral grant of **K10, 000 (Ten Thousand Kwacha only)** cash to the family of the deceased.
- (b) Conveying a body to a funeral service provider's premises.
- (c) Preparation of the body for burial/cremation.
- (d) Conveying the body from a funeral service provider's premises to the point of burial/cremation.
- (e) Provision of a casket of up to **K13, 000 (Thirteen thousand kwacha only)**.

Provided that;

- (a) Any cost incurred on account of keeping the body within the funeral service provider's premises for longer than **three (3)** nights shall not be borne by the Bank.
- (b) The place of burial/cremation shall be within Lusaka or Ndola and the surrounding towns.

12.2 Funeral Grants

When specifically requested, the Bank hereby agrees with the Union to assist an eligible employee upon the death of a specified member of his/her family by way of a funeral grant.

Funeral grant shall apply to the following and in the following manner:

Location	Child*	Spouse*	Parent
Within Station	Standard Coffin of up to K8,000	Standard Coffin of up to K8,000	N/A
	Transport	Transport	Transport
	Cash – K7,100	Cash – K7,100	Cash – K7,600
Outside Station	Standard Coffin of up to K8,000	Standard Coffin of up to K8,000	N/A
	Cash – K7,100	Cash – K7,100	Cash – K7,600

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13.0 UNIFORMS AND PROTECTIVE WEAR

12.3 The Bank agrees with the Union to provide uniforms and protective wear to the following classes of eligible employees:

Security Officers
Tellers
Cashiers
Clearing Officers
Mutilated Currency Officers
Drivers
Note Examiners
Office Assistants
Porters
Technicians
Records Officers/Store Officers/Store Keepers
Computer Operators
Artisans
General Workers
Nurses
Chefs/Cooks
Note Destruction Officers/Section Officer - Note Destruction
House Keepers/Office Services Officers

12.4 Further, the Bank shall provide one packet of detergent powder **per week** to the uniformed employees. Where issuance of such detergents falls in arrears, the Bank shall be obliged to issue the outstanding detergent to the eligible employees.

12.5 The Bank and the Union further agree that the Union shall be consulted when determining the type of uniforms. The said uniformed eligible employees shall wear the uniform so issued throughout the year.

12.6 The Bank and the Union further agree that:

12.6.1 Uniforms for eligible employees would be delivered in the first quarter of the applicable year.

12.6.2 Uniform shall be provided as per Appendix B.

14.0 LOANS

Subject to Section 21 of the Bank of Zambia Act, the Bank agrees with the Union that it shall provide the following Staff Loans to eligible employees as per the Bank's Staff Advances and Loans Policy:

- House Loan
- Car Loan
- Multi-purpose Loan
- Personal Loan

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15.0 LONG SERVICE AWARD

There shall be such long service award as approved by the Board for eligible employees who would have worked in the Bank for a period of **15 years and 30 years unbroken service**. The Union and Management through a process of consultation shall determine the award to be given to eligible staff.

16.0 CHRISTMAS GIFT

The Bank agrees with the Union that it shall pay an equivalent of a month's salary to eligible employees as a Christmas gift once every year for the duration of this Agreement.

17.0 STAFF POLICIES

Without prejudice to the Board's power to formulate policy, the Bank agrees with the Union that it shall engage the union in the process of development, review and amendment of the following staff matters:

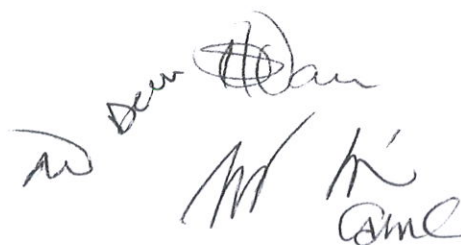
- 17.1 Staff Loans and Advances Policy
- 17.2 Disciplinary Proceedings
- 17.3 Medical Services Facility
- 17.4 Group Life Assurance Scheme
- 17.5 Training Policy
- 17.6 Appellate Committee
- 17.7 Staff Canteen
- 17.8 Staff Housing
- 17.9 Group Personal Accidents
- 17.10 Voluntary Medical Scheme
- 17.11 HIV/AIDS Policy
- 17.12 Pension
- 17.13 Code of Ethics
- 17.14 Whistle Blower
- 17.15 Voluntary Separation Scheme (VSS) Policy

18.0 REDUNDANCY

The Bank agrees with the Union that whenever redundancies are inevitable, the Union and Management shall agree on modalities, criteria and the package in accordance with the Labour laws of Zambia as amended from time to time.

19.0 TERM OF AGREEMENT

The provisions of this Collective Agreement shall take effect from 1st August 2018 and shall remain in force until 31st July 2020.

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20.0 NEXT NEGOTIATIONS

Negotiations for the next Collective Agreement shall commence not later than the 30th day of April 2020.

21.0 AMENDMENTS (VARIATION)

Neither party may vary nor rescind any part of this Collective Agreement unless such variation, addition or deletion is accepted in writing by the other party, provided that such acceptance shall not be unreasonably withheld.


22.0 MID-STREAM REVIEW OF SALARY

- 22.1 For the duration of this Collective Agreement ONLY, the Bank agrees with the Union that there shall be no mid- stream salary review. However, the Bank and the Union agree to award 6.6% salary increment plus an annual incremental notch effective 1st August 2019 based on the salary structure contained in Appendix A2.
- 22.2 Without prejudice to clause 22.1 above, the Bank agrees with the Union to negotiate the mid-stream review of salary during the next collective bargaining process.

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In witness whereof the parties hereto by their duly authorized representatives have hereunto set their hands the day and year first before written.

**FOR AND ON BEHALF OF
BANK OF ZAMBIA:**

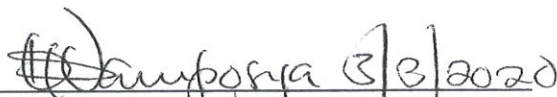
 3/3/2020

**MR DAVID CHOLA MWAPE
DIRECTOR – STRATEGY AND RISK
(CHAIRPERSON)**

IN THE PRESENCE OF:

 3/3/2020

**MS GLADYS CHONGO MPOSHA
DIRECTOR – BANK SUPERVISION
(MANAGEMENT TEAM LEADER)**

 3/3/2020

**MS SIPHIWE NAMPOSYA MWABA
SECRETARY – BARGAINING UNIT**

**FOR AND ON BEHALF OF
ZAMBIA UNION OF FINANCIAL
INSTITUTIONS AND ALLIED WORKERS:**


 3/3/2020

**MR ALFRED CHIFOTA
NATIONAL TRUSTEE - ZUFIAW
(UNION TEAM LEADER)**

IN THE PRESENCE OF:



**MR CHINGENI NDHLOVU
(CHAIRPERSON – ZUFIAW
LUSAKA UNION BRANCH)**



**MR CHARLES MUKUKA
(CHAIRPERSON – ZUFIAW
NDOLA UNION BRANCH)**

APPENDIX: A1



BANK of ZAMBIA

UNIONISED SALARY STRUCTURE - 1 AUGUST 2018 - 7%

NOTCHES	BOZU 4	BOZU 3	BOZU 2	BOZU 1
20	30,948.03	22,507.47	19,131.65	13,954.75
19	30,303.27	22,038.57	18,733.07	13,664.02
18	29,658.51	21,569.66	18,334.48	13,373.29
17	29,013.75	21,100.75	17,935.90	13,082.56
16	28,368.98	20,631.85	17,537.31	12,791.83
15	27,724.22	20,162.94	17,138.73	12,501.10
14	27,079.46	19,694.03	16,740.14	12,210.37
13	26,434.70	19,225.13	16,341.55	11,919.64
12	25,789.94	18,756.22	15,942.97	11,628.91
11	25,145.18	18,287.32	15,544.38	11,338.18
10	24,500.42	17,818.41	15,145.80	11,047.45
9	23,855.66	17,349.50	14,747.21	10,756.72
8	23,210.90	16,880.60	14,348.63	10,465.99
7	22,566.14	16,411.69	13,950.04	10,175.26
6	21,921.38	15,942.79	13,551.45	9,884.53
5	21,276.62	15,473.88	13,152.87	9,593.80
4	20,631.86	15,004.97	12,754.28	9,303.07
3	19,987.10	14,536.07	12,355.70	9,012.34
2	19,342.34	14,067.16	11,957.11	8,721.61
1	18,697.58	13,598.26	11,558.53	8,430.88
0	18,052.82	13,129.35	11,159.94	8,140.15
NOTCH DIFFERENCE	644.76	468.91	398.59	290.73

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APPENDIX: A2



BANK of ZAMBIA

UNIONISED SALARY STRUCTURE - 1 AUGUST 2019 - 6.6%

NOTCHES	BOZU 4	BOZU 3	BOZU 2	BOZU 1
20	32,990.60	23,992.96	20,394.34	14,875.76
19	32,303.28	23,493.11	19,969.45	14,565.84
18	31,615.97	22,993.26	19,544.56	14,255.93
17	30,928.65	22,493.40	19,119.67	13,946.01
16	30,241.34	21,993.55	18,694.77	13,636.09
15	29,554.02	21,493.69	18,269.88	13,326.17
14	28,866.71	20,993.84	17,844.99	13,016.25
13	28,179.39	20,493.99	17,420.10	12,706.34
12	27,492.08	19,994.13	16,995.20	12,396.42
11	26,804.76	19,494.28	16,570.31	12,086.50
10	26,117.45	18,994.43	16,145.42	11,776.58
9	25,430.13	18,494.57	15,720.53	11,466.66
8	24,742.82	17,994.72	15,295.63	11,156.75
7	24,055.50	17,494.86	14,870.74	10,846.83
6	23,368.19	16,995.01	14,445.85	10,536.91
5	22,680.88	16,495.16	14,020.96	10,226.99
4	21,993.56	15,995.30	13,596.06	9,917.07
3	21,306.25	15,495.45	13,171.17	9,607.16
2	20,618.93	14,995.59	12,746.28	9,297.24
1	19,931.62	14,495.74	12,321.39	8,987.32
0	19,244.30	13,995.89	11,896.50	8,677.40
NOTCH DIFFERENCE	687.31	499.85	424.89	309.92

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APPENDIX: B

CATEGORY	TYPE	FIXED ALLOCATION
Security Officers	Suit	3
	Shirt/Blouse	6
	Shoes	3
	Combat	2
	Boots	2
	Tie/Scarf	4
	Trench Coat	1
	Jersey	2
	Rain coat	1
Tellers	Suit	3
	Shirt/Blouse	6
	Shoes	3
	Tie/Scarf	4
Cashiers	Suit	3
	Shirt/Blouse	6
	Shoes	3
	Tie/Scarf	4
Clearing Officers	Suit	3
	Shirt/Blouse	6
	Shoes	3
	Tie/Scarf	4
Mutilated Currency Officers	Suit	3
	Shirt/Blouse	6
	Shoes	3
	Tie/Scarf	4
Drivers	Suit	3
	Shirt	6
	Shoes	3
	Tie	4
	Work Suit	1
	Overall	1
	Rain coat	1
	Jersey	2
	Safety shoes	1
Note Examiners	Special Suits (Pocketless)	3
	Shoes	3
Office Assistants	Trouser/Skirt	3
	Shoes	3
	T-Shirt	3
	Shirt/Blouse	3
	Jersey	2
	Rain coat	2
Porters	Trouser/Skirt	3
	Safety Boots	3
	T-Shirt	3
	Jersey	3
	Rain coat	2
	Work suit	2
Technician	Dust Coat	3
	Safety shoes	3
	Rain coat	1
Records Officers/Store Officers/Store Keepers	Dust coat	3
Computer Operator	Shoes (anti-static)	3
	Jersey	2
	Dust coat	2

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CATEGORY	TYPE	FIXED ALLOCATION
Artisans	Dust coat	3
	Safety shoes	3
	Overall	3
	Rain Coat	1
General Worker	Dust coat	3
	Safety shoes	3
	Overall	3
	Rain Coat	1
Nurse	Dress/Trouser suit	3
	Jersey	2
	Belt & Buckle	3
	Shoes	3
General Worker-BOZ Gardener/ Guest House	Safety shoes	3
	Overall/Worksuit	2
	Jersey	2
	Rain coat	2
	Chefs Uniform	3
	Shoes	3
House Keepers/Office Services Officers	Safety Boots/Shoes	2
	Dust Coats	3
	Work Suits	2
Note Destruction Officers/Section Officer – Note Destruction	Safety boots/shoes	2
	Work suits	2
	Dust coats	2

M + Sam
AD
SMC

