

REPUBLIC OF ZAMBIA

THE ZAMBEZI RIVER AUTHORITY ACT

CHAPTER 467 OF THE LAWS OF ZAMBIA

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CHAPTER 467

ZAMBEZI RIVER AUTHORITY

Act No.
17 of 1987

An Act to give effect to certain provisions of an interstate agreement relating to the utilisation of the Zambezi River concluded between the governments of the Republics of Zambia and Zimbabwe; to repeal Part III of the Federation of Rhodesia and Nyasaland (Dissolution) Order in Council, 1963; to repeal the Central African Power Act; and to provide for matters connected with or incidental to the foregoing.

[24th September, 1987]

1. (1) This Act may be cited as the Zambezi River Authority Act.

Short title

2. In this Act unless the context otherwise requires-

Interpretation

"Agreement" means the agreement between the Republic of Zambia and the Republic of Zimbabwe relating to the utilisation of the Zambezi River, which agreement is set out in the Schedule;

"appointed date" means the date appointed by the Minister under section *one* as the date of commencement of this Act;

"assets" includes rights of any description;

"Authority" means the Zambezi River Authority continued in existence by section *four*;

"Corporation" means the Central African Power Corporation constituted by section *thirty-six* of the Order in Council.

"Council" means the Council of Ministers continued in existence by section *three*;

"Higher Authority for Power" means the Higher Authority for Power constituted by section *thirty-three* of the Order in Council;

"National Electricity Undertakings" means the Zambia Electricity Supply Corporation and the Zimbabwe Electricity Supply Authority and includes any successor organisation and references to a National Electricity Undertaking shall be construed accordingly;

"obligations" includes obligations of any description, whether statutory, contractual, delictual or otherwise;

"Order in Council" means the Federation of Rhodesia and Nyasaland (Dissolution) Order in Council, 1963, of the United Kingdom;

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"the two states" means the Republic of Zambia and the Republic of Zimbabwe and reference to a state shall be construed accordingly.

3. (1) The Higher Authority for Power constituted by section *thirty-three* of the Order in Council shall, notwithstanding section *ten*, continue in existence and shall, on and after the appointed date, be known as the Council of Ministers.

Council of Ministers

(2) The composition, functions, and procedure of the Council shall be as set out in Articles 4, 5 and 6 of the Agreement.

4. (1) Notwithstanding section *ten* the Corporation shall continue to exist as a body corporate as if established under this Act with a common seal and capable of suing and being sued, in its corporate name, and with power, subject to the provisions of the Agreement, this Act or any law, of doing all such acts and things as a body corporate may do or perform

Zambezi River Authority

(2) On and after the appointed date the Corporation shall be known as the Zambezi River Authority.

(3) The composition, functions, administration, financial procedures, privileges and immunities of the Zambezi River Authority shall be as set out in Articles 8, 9, 10, 11, 12, 13, 14, 15 and 17 of the Agreement.

5. (1) On and after the appointed date, any reference to the Higher Authority for Power in any written law or other legal document shall, where appropriate, be construed as a reference to the Council.

References to Higher Authority for Power and to Corporation in written law or other documents

(2) On and after the appointed date, any reference to the Central African Power Corporation in any written law or other legal document shall, where appropriate, be construed as a reference to the Authority.

6. The Authority shall in accordance with Article 29 of the Agreement, transfer or take such steps as are necessary to effect the transfer of such of its employees as may be appropriate in order to give effect to that Article.

Transfer of employees

7. (1) The Authority shall transfer, or take such steps as are necessary to effect the transfer of any of its assets, liabilities and obligations to the two states and their respective National Electricity Undertaking, in accordance with such agreement or agreements as the two states may enter into for the purpose.

Transfer of assets, liabilities and obligations

(2) For the purposes of any transfer under this section-

- (a) all agreements, instruments and working arrangements giving rise or otherwise related to any asset, liability or obligation which subsisted immediately before the date of transfer shall, on and after that date have effect and be enforceable as if references therein to the Corporation or the Authority, as the case may be, were references to the state or National Electricity Undertaking to which the asset, liability or obligation is transferred and, where the Authority, whether under its old or new name, was a party thereto, as if the state or National Electricity Undertaking concerned had been a party thereto instead of the Authority;
- (b) any legal proceeding or cause of action connected with any transferred asset, liability or obligation which was pending or existing by or against the Authority, whether under its old or new name, immediately before the date of transfer may be continued by or against the state or National Electricity Undertaking, to which the asset, liability or obligation is transferred as though the state or National Electricity Undertaking concerned were the Authority.

(3) Where title to any immovable property or any right or obligation relating to such property is transferred to a state or National Electricity Undertaking under this section, it shall not be necessary for the Registrar of Deeds or any other authority responsible for registering any document to make any alterations or endorsements on title deeds or other documents in his registers in respect of such immovable property or any right or obligation relating to such property:

Provided that whenever he is requested in writing to do so by the state or National Electricity Undertaking concerned, or by any other person having an interest in such property or in a right or obligation relating to it, he shall make the necessary alterations or endorsements at no cost to the state, National Electricity Undertaking or other person so requesting.

8. The Minister shall lay a copy of each annual report of the Authority before the National Assembly within thirty days after receiving it:

Laying of annual reports of Authority before National Assembly

Provided that, if by reason of the prorogation or dissolution of Parliament, this section cannot be complied with within the stipulated time, the Minister shall lay the annual report before the National Assembly within thirty days after the date on which the National Assembly first meets.

9. No action, whether civil or criminal shall lie against the Authority, its Board members, employees or agents in respect of anything done in good faith and without negligence in accordance with the provisions of the Agreement or this Act:

Limitation of liability of Authority and its officials

The Laws of Zambia

Provided that the protection from liability afforded by this section shall not have the effect of preventing any person from obtaining redress in a court of competent jurisdiction for any breach of contract.

10. (1) Part III of the Federation of Rhodesia and Nyasaland (Dissolution) Order in Council, 1963, of the United Kingdom is repealed in so far as it applies to Zambia. App. 1 Repeal of Part III of Order in Council and of Cap. 812 of the old edition

(2) The Central African Power Act is repealed. Cap. 812 of the old edition

11. (1) Notwithstanding the repeal of Part III of the Order in Council and of the Central African Power Act- Savings and transitions App. 1 Cap. 812 of the old edition

(a) anything done, or any determination or decision made, by the Higher Authority for Power including any order or directive given by it to the Corporation under that Part or that Act which, immediately before the appointed date, had, or was capable of acquiring, legal effect shall, on and after that date, with necessary modifications have or be capable of acquiring the same legal effect as if it had been duly done or made by the Council under this Act;

(b) anything done, or any determination or decision made, by the Corporation under that Part or that Act which, immediately before the appointed date had, or was, capable of acquiring legal effect shall, on or after that date, with necessary modifications, have or be capable of acquiring the same legal effect as if it had been done or made by the Authority under this Act as read with any appropriate agreement or agreements made for the purpose under this Act;

(c) subject to section *seven*, all assets, liabilities and obligations of the Corporation which vested in or subsisted against the Corporation immediately before the appointed date shall, on and after that date, continue to vest in or subsist against the Authority;

(d) subject to section *six* any person who, immediately before the appointed date, was employed by the Corporation shall, on and after that date, continue to be employed by the Authority;

(e) any legal proceeding pending or cause of action existing immediately before the appointed date by or against the Corporation may, subject to sections *six* and *seven*, be continued by or against the Authority.

(2) The Council may amend or revoke any decision, order or directive saved under paragraph (a) of subsection (1).

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(3) The Authority may amend or revoke any determination or decision saved under paragraph (b) of subsection (1).

SCHEDULE

(Paragraph 2)

AGREEMENT BETWEEN THE REPUBLIC OF ZAMBIA AND THE REPUBLIC OF ZIMBABWE CONCERNING THE UTILISATION OF THE ZAMBEZI RIVER

The Republic of ZAMBIA and the Republic of ZIMBABWE, desiring to obtain, for the economic industrial and social development of the two countries, the greatest possible benefit from the natural advantages offered by the waters for the Zambezi River and to improve and intensify the utilisation of the waters for the production of energy and for any other purpose beneficial to the two countries, have decided, pursuant to the resolution of the Higher Authority for Power relative to the future operations of the Central African Power Corporation and the provisions of the Inter-Governmental Agreement of 14th February, 1986, to conclude the present Agreement.

ARTICLE 1

For the purposes of this Agreement and unless the context otherwise requires, it shall be understood that:

"Authority" means the Zambezi River Authority referred to in Article 7;

"Board" means the Board of Directors referred to in Article 8;

"Contracting State" means the Republic of Zambia or the Republic of Zimbabwe and "State" shall be construed accordingly;

"Council" means the Council of Ministers referred to in Article 4;

"functions" includes powers and duties;

"installations", in relation to the Zambezi River, means those installations or civil engineering structures owned by the Authority;

"Kariba Complex" means-

(i) Kariba Dam and reservoir;

(ii) all telemetering stations relating to the Kariba Dam;

(iii) any other installations owned by the Authority at Kariba.

"Resident" in relation to either Contracting State, means any person who is permanently or ordinarily resident in that State;

"Zambezi Scheme" means the Kariba Complex and any additional dams, reservoirs and installations that may be constructed or installed on the Zambezi River;

"National Electricity Undertakings" means the Zambia Electricity Supply Corporation Limited and the Zimbabwe Electricity Supply Authority or any successor national undertakings thereto;

"Zambezi River" means that part of the Zambezi River common to the borders of the two States;

"ZESA" means the Zimbabwe Electricity Supply Authority;

"ZESCO" means the Zambia Electricity Supply Corporation Limited.

ARTICLE 2

The Laws of Zambia

1. The Contracting States agree that-

- (a) the Inter-Governmental Agreement dated the 25th of November 1963, relating to the Central African Power Corporation;
- (b) the Inter-Governmental Agreement dated the 14th February, 1986, relating to the re-establishment and reconstitution of the Central African Power Corporation;
- (c) the Memoranda of Understandings dated 30th November, 1977, and 18th July, 1985, respectively;

shall, by virtue of this Article, terminate as from the date of the coming into operation of this Agreement.

2. Each Contracting State agrees to-

- (a) repeal Part III of the Federation of Rhodesia and Nyasaland (Dissolution) Order in Council 1963, in respect of its own territory; and
- (b) repeal the legislation specifically relating to the Central African Power Corporation and replace it with new legislation which is more suitable to the new arrangements specified in this Agreement; and
- (c) where necessary, amend any of its other existing laws to give full effect to the provisions of this Agreement.

3. The provisions of the new legislation referred to in sub-article 2 (b) shall be similar in effect and be in such terms as will be agreed between the Contracting States.

4. Each Contracting State undertakes not to amend the legislation referred to in sub-article 2 (b) or any regulations made thereunder without the prior approval of the proposed amendments by the other Contracting State.

ARTICLE 3

The Contracting States, recognising that the operation and maintenance of the Zambezi Scheme is an economical and effective means of providing water for the generation of electric power and for other purposes which the Contracting States may decide upon have, accordingly, agreed to utilise, operate and maintain the said Scheme.

ARTICLE 4

1. The Contracting States undertake to ensure, through their respective laws referred to in paragraph (b) of sub-article 2 of Article 2, the continued existence of the Higher Authority for Power as the Council of Ministers.

2. The Council shall consist of four members, two of whom shall be Ministers of the Government of the Republic of Zambia and two Ministers of the Government of the Republic of Zimbabwe designated by their respective Governments to be the members of the Council.

3. The Council shall in each calendar year elect a Chairman to preside over its meetings. The Chairmanship shall be held alternately by a Minister of the Government of the Republic of Zambia and a Minister of the Government of the Republic of Zimbabwe.

4. The Council shall regulate its own procedure and shall meet for the transaction of its business at least once every twelve months at such places and at such times as it may decide.

5. No decision of the Council shall have effect unless it is unanimous. In the absence of such unanimity the matter shall be referred to the Governments of the Contracting States for resolution.

6. The four members of the Council shall form a quorum.

7. The Council shall appoint a person employed in the public service of either Contracting State as its Secretary.

ARTICLE 5

The Laws of Zambia

The Council shall-

- (a) be responsible to the Contracting States for all matters of policy relating to the use of the Zambezi River and any installations thereon;
- (b) give such directions to the Authority as will ensure the most efficient use of the Zambezi River and its installations;
- (c) generally supervise the operations of the Authority and may order any enquiries into the activities of the Authority;
- (d) consider and approve-
 - (i) development plans of the Authority;
 - (ii) the annual budget of the Authority and the schedule of dates for payments relating thereto;
 - (iii) the appropriation of surplus funds of the Authority, if any;
 - (iv) the raising and investment of funds by the Authority;
- (e) advise the Contracting States on any matter relating to the use of the Zambezi River and its installations;
- (f) carry out such other functions as are provided for in this Agreement or are incidental or conducive to the better performance of its functions under this Agreement.

ARTICLE 6

1. The Council may make rules prescribing anything which, in the opinion of the Council, is necessary or convenient to be so prescribed for the better exercise of functions of the Authority, under this Agreement.

2. Rules made by the Council under this Article may provide for-

- (a) the manner in which the Authority shall perform any particular function conferred or imposed on it by this Agreement;
- (b) the manner in which the Authority shall conduct its finances and in which its accounts shall be audited;
- (c) the terms and conditions of service of Board members;
- (d) the manner in which the Authority shall prepare reports for submission to the Council.

ARTICLE 7

1. The Contracting States undertake to ensure, through their respective laws referred to in paragraph (b) of sub-article 2 of Article 2, the continued existence of the Central African Power Corporation as the Zambezi River Authority.

2. The Authority shall have juridical personality with capacity to contract, acquire and dispose of immovable and movable property, institute legal proceedings and do or perform such other acts or things as a body corporate may by law do or perform.

ARTICLE 8

The Laws of Zambia

1. There shall be a Board of Directors which, subject to the overall direction of the Council, shall be responsible for the policy, control and management of the Authority.

2. The Board shall consist of-

- (a) three members appointed by the Government of the Republic of Zambia; and
- (b) three members appointed by the Government of the Republic of Zimbabwe; and
- (c) until such time as the loan dated 12th July, 1956, from the Commonwealth Development Corporation is fully repaid, one member who shall be appointed by the Council and be acceptable to the Commonwealth Development Corporation.

3. In appointing the Board members referred to in sub-article 2 the appointing authority shall-

- (a) appoint an alternate in respect of each member;
- (b) have regard to the desirability of appointing persons with recognised competence in industry, engineering, the energy sector, finance or management or with such other technical experience or qualifications as are directly relevant to the running of the affairs of the Authority;
- (c) not appoint as a Board member a member of its national Parliament.

4. A Board member shall hold office for a period of four years or for such other period as the Council may determine and shall be eligible for re-appointment.

5. The Board shall in each calendar year elect a Chairman to preside over its meetings. The Chairmanship shall be held alternately by a Board member appointed by the Government of the Republic of Zambia and the Government of the Republic of Zimbabwe.

6. The Board shall regulate its own procedure and shall meet for the transaction of its business at least once every three months at such places and at such times as it may decide.

7. Decisions of the Board shall be by a majority of the members present and voting at the meeting and in the event of an equality of votes, the matter shall be referred to the Council for its determination.

8. Four members, two from each Contracting State, shall form a quorum provided, however, that the validity of any proceedings, act or decision of the Board shall not be affected by any vacancy in the membership of the Board or any defect in the appointment of any member or the fact that any person not entitled so to do took part in the proceedings.

9. If a Board member is present at a meeting of the Board at which any matter is the subject of consideration and in which matter the Board member or his spouse is directly or indirectly interested in a private capacity, he shall, as soon as practicable after the commencement of the meeting, disclose such interest and shall not, unless the Board otherwise directs, take part in the consideration or discussion of, or vote on, any question touching on such matter.

10. Each Board member shall be paid out of the funds of the Authority such remuneration and allowances, if any, as the Council may determine.

ARTICLE 9

The Laws of Zambia

The function of the Authority shall be to-

- (a) operate, monitor and maintain the Kariba Complex;
- (b) in consultation with the National Electricity Undertakings investigate the desirability of constructing new dams on the Zambezi River and make recommendations thereon to the Council;
- (c) subject to the approval of the Council construct, operate, monitor and maintain any other dams on the Zambezi River;
- (d) collect, accumulate and process hydrological and environmental data of the Zambezi River for the better performance of its functions and for any other purpose beneficial to the Contracting States;
- (e) in consultation with the National Electricity Undertakings regulate the water level in the Kariba reservoir and in any other reservoir owned by the Authority;
- (f) make such recommendations to the Council as will ensure the effective and efficient use of the waters and other resources of the Zambezi River;
- (g) liaise with the National Electricity Undertakings in the performance of its functions that may affect the generation and transmission of electricity to the Contracting States;
- (h) subject to the provisions of Article 13, recruit, employ and provide for the training of such staff as may be necessary for the performance of its functions under this Agreement;
- (i) from time to time and subject to the approval of the Council, make such revisions of salaries, wages and other remuneration to its employees as it considers appropriate;
- (j) submit development plans and programmes to the Council for approval;
- (k) give effect to such directions, as may, from time to time, be given by the Council;
- (l) carry out such other functions as are provided for in this Agreement or are incidental or conducive to the better performance of its functions.

ARTICLE 10

1. The Authority may make by-laws prescribing anything which in the opinion of the Board is for the better exercise of the functions of the Authority and such by-laws may provide for-

- (a) the manner in which the staff of the Authority may be recruited;
- (b) the terms and conditions of service of employees of the Authority;
- (c) the fees chargeable to the Authority for any service performed or any facilities provided by the Authority;
- (d) the construction, operation, protection control and inspection of works, plant, machinery, apparatus, appliances and equipment relating to the Zambezi River.

2. By-laws made by the Authority shall only have legal force if they have been approved by the Council and published in the *Gazette* of each Contracting State in which shall be specified the commencement date of such by-laws.

ARTICLE 11

The Laws of Zambia

1. There shall be a Chief Executive to the Authority who shall, subject to the approval of the Council, be appointed by the Board and shall be a national or resident of the Contracting State other than that in which the Authority's Head Office is situated. The provisions of paragraph (b) of Article 13 shall apply as appropriate in relation to the appointment of the Chief Executive.

2. Subject to the approval of the Council, the terms and conditions of service of the Chief Executive shall be determined by the Board.

3. With the approval of the Council, the Board may dismiss, suspend or reprimand the Chief Executive for any reason which it considers sufficient.

4. Subject to the control of the Board, the Chief Executive shall be responsible for the day-to-day management of the operations and property of the Authority.

5. Subject to the approval of the Council, the Board may delegate to the Chief Executive such of its functions as it considers fit.

ARTICLE 12

There shall be a Secretary to the Authority who shall be appointed by the Board on such terms and conditions as the Board may determine.

ARTICLE 13

In appointing the Secretary and any other employees, the Authority shall:

- (a) except with the approval of the Council, not appoint any person who is not a national or resident of either of the Contracting States;
- (b) in order to ensure the highest standard of performance in the operations of the Authority, only appoint persons of high integrity sufficient qualifications and experience, having regard to the desirability of maintaining an equitable distribution of appointments from among the nationals of the two States.

ARTICLE 14

1. The funds of the Authority shall consist of-

- (a) moneys paid to the Authority pursuant to sub-articles 2 and 3;
- (b) tariffs, fees or other charges which it may, with the approval of the Council, charge for services rendered or facilities provided by the Authority;
- (c) grants, donations, loans or other similar disbursements from any source whatsoever approved by the Council;
- (d) interest from investments and loans to its employees.

2. The annual budget of the Authority shall be financed by payments made by the Contracting States in equal shares after taking into account funds available to the Authority under paragraphs (b), (c) and (d) of subarticle 1.

3. Payments by the Contracting States to the Authority shall be made upon the approval by the Council of each annual budget in accordance with the schedule of payments approved in relation thereto.

4. Payments by the Contracting States shall be made in their own currencies and the Authority shall maintain an equalisation account in that regard.

ARTICLE 15

The Laws of Zambia

1. The Authority shall, subject to the general directions of the Council, conduct its business affairs on a sound financial basis.

2. The financial year of the Authority shall commence on the first day of July of each calendar year and end on the thirtieth day of June of the next following calendar year.

3. The Board shall, prior to the commencement of each financial year, cause to be prepared and submitted for the approval of the Council, a budget of the Authority for such financial year.

4. The Board shall ensure that accounts and other records in relation thereto are kept by the Authority and shall prepare in respect of each financial year of the Authority a Statement of accounts.

5. The accounts of the Authority in respect of each financial year shall, in accordance with auditing principles consistently applied, be audited by such independent auditors as the Board may, subject to the approval of the Council, appoint for the purpose.

6. As soon as the accounts of the Authority have been prepared and audited, which should not be later than six months after the end of each financial year, the Board shall submit to the Council and to the Minister responsible for energy in each Contracting State an annual report which shall consist of-

- (a) an income and expenditure account, a balance sheet, the report of the auditors to the authority and details of any directions which may have been given to the Authority by the Council in terms of this Agreement;
- (b) a statement of capital expenditure certified as correct by the auditors to the Authority and showing the general heads of such expenditure compared with the figures therefore in any budget approved for that financial year in terms of clause 3 of this Article together with variations therefrom:

Provided that if the Authority cannot submit the accounts within six months after the end of any financial year, the Board may inform the Council of the reason.

7. The Authority may subject to the approval of the Council and subject to such terms and conditions as the Council may impose in respect thereof, establish and administer specific reserves of funds for the purposes of carrying out its functions or for the benefit of its employees.

8. The Authority shall, except as provided in this Agreement, be exempt from the provisions of any legislation of the Contracting States regarding the audit and control of public accounts, and in particular exempt from provisions in such legislation regarding:

- (a) the payment of surplus moneys to the Consolidated Revenue Funds or the equivalent funds of the Contracting States;
- (b) the submission of capital budgets;
- (c) the submission of revenue and expenditure budgets;
- (d) the submission of annual reports and accounts;
- (e) the powers of the Controller and Auditor-General or the official carrying out similar duties in each Contracting State.

ARTICLE 16

The Contracting States shall expedite the granting of work and residence permits and duty passes to employees of the Authority who require them for the purpose of the performance of their duties, and may not unreasonably withhold such permits or passes. The Authority may, where appropriate seek the assistance of the Council in obtaining the grant of the said permits or passes.

ARTICLE 17

The Laws of Zambia

1. Each Contracting State undertakes, subject to the provisions of this Article, to exempt the Authority from payment of taxes on capital income or profits.
2. The exemption from the payment of income tax under this Article shall not extend to the salaries, wages, allowances, other remuneration or pensions paid to the Board members, agents or employees of the Authority.
3. Customs and excise duties paid by the Authority or by importers on goods imported and subsequently purchased by the Authority will, so far as is practicable, be recorded and shared equally between the Contracting States.
4. When goods owned by the Authority are removed permanently from one State to the other-
 - (a) if the rate of duty applicable to such goods is the same in both Contracting States, no duty shall be collected or refunded in the importing and exporting States;
 - (b) in other cases, whether the goods are new or used, a refund shall be made of any duty paid in the exporting State and any duty payable shall be collected in the importing State. For the purpose of both refund and collection of duty, the value for duty purposes shall be:
 - (i) in the case of imported goods, the original import value;
 - (ii) in the case of goods grown, manufactured or produced in either of the States, the original value, less an appropriate allowance in the case of used goods.
5. The detailed application of special customs arrangements in respect of the goods owned by the Authority shall be the subject of agreement between the two States, in consultation with the Authority.

ARTICLE 18

1. So as to ensure the efficient and equitable use of the waters of the Zambezi River, the Contracting States undertake to-
 - (a) keep each other informed of any proposals approved by them for the abstraction of water from the Kariba Dam or any other dam that may be constructed on the Zambezi River or for the impounding or abstraction of water from the sources of the said dam or other future dams for irrigation or other purposes;
 - (b) consult the Authority on any proposals for the impounding or abstraction of substantial quantities of water from the Kariba Dam or any other dams that may be constructed on the Zambezi River and seek the approval of each other before approving such impounding or abstraction;
 - (c) consult with each other and the Authority, if so requested by the Authority through the Council in regard to any problems arising from the abstraction of water from the Kariba Dam or any other future dams that may be constructed on the Zambezi River, or the impounding or abstraction of water from the sources of the said Dam or other future dams.
2. They further undertake to ensure that the Ministers responsible for energy in their respective territories liaise and co-ordinate with each other on all matters affecting the public interest of their two territories in relation to the ownership, management, control and operation of the Authority.

ARTICLE 19

The two States undertake to protect the Authority, its Board members, employees and agents from civil or criminal liability in respect of anything done in good faith and without negligence pursuant to the provisions of this Agreement, save that such protection from liability shall not have the effect of preventing any person from obtaining redress in a court of competent jurisdiction for any breach of contract.

ARTICLE 20

The Laws of Zambia

1. The Contracting States undertake to declare for public utility the areas necessary for the hydroelectric development, its ancillary works and their operation, and to execute, within the areas of their respective jurisdiction, all administrative and judicial acts required to expropriate property and its improvements or to establish servitudes or easements thereon.

2. Subject to sub-article 3, each Contracting State undertakes to acquire by purchase, expropriation or other means in accordance with its own laws, any properties and rights connected therewith within its territory that may be necessary for the operations of the Authority.

3. The Contracting States undertake to meet the costs of compensation in respect of any expropriation, purchase or any other means of acquisition under this Article in equal shares with the expropriation of water rights being charged to the cost of operation and maintenance as appropriate.

ARTICLE 21

The Contracting States, by means of additional protocols or unilateral acts limited to their respective jurisdiction, shall take all measures necessary for the implementation of this Agreement.

ARTICLE 22

1. The Contracting States undertake to ensure co-operation between the National Electricity Undertakings in securing working arrangements for the operation and maintenance of the interconnected systems for the generation and transmission of energy within the two States.

2. Until such time as other working arrangements relating to the co-operation referred to in sub-article 1 are devised and agreed to by the National Electricity Undertakings the working arrangements set out in Annexure 1 shall form the basis of that co-operation.

3. In addition to the working arrangements referred to in sub-articles 1 and 2 the National Electricity Undertakings may also devise and agree on specific working arrangements for the operation and maintenance of the interconnectors at Kariba Dam and at any other future dams constructed on the Zambezi River.

ARTICLE 23

1. The Contracting States undertake to share all the available energy from the Kariba Dam equally in accordance with the procedures set out in Annexure 2.

2. The Contracting States undertake to share all the energy from dams that may be constructed on the Zambezi River in proportions to be determined by the Contracting States, having regard to their respective shares in the construction costs relative thereto, provided that, where one Contracting State has borne more than half of the construction costs of any future dam, the other Contracting State shall have the right to make a contribution or further contribution to such costs and thereby acquiring a right to an appropriate proportion, not exceeding half, of the available energy from that dam.

3. Each Contracting State shall be entitled to sell to the other Contracting State at prices to be fixed by agreement, any part of its share of the available energy referred to in sub-articles 1 and 2. In the event of one Contracting State wishing to sell any of its surplus energy, the other Contracting State shall have the right of first refusal in respect of such sale.

ARTICLE 24

The Laws of Zambia

To the extent that those rights will not be inconsistent with the constitutional rights of private individuals in each State, the rights of the Contracting States in the use of the Zambezi River shall take precedence over all private rights and each Contracting State shall, within its territory, take such steps as are necessary to ensure the observance of such rights.

ARTICLE 25

1. The Contracting States shall, jointly and individually, provide the Authority, at its request, guarantees in respect of all local and foreign loans in the proportion of fifty per cent to fifty per cent respectively, and in like manner, they shall ensure the foreign exchange convertibility necessary for payment of the obligations assumed by the Authority.

2. In the event of the Council agreeing that the Authority be provided with additional capital from the Contracting States or that guarantees should be given by the States in respect of loans or credits to be obtained by the Authority from other sources, such additional capital or guarantees shall be jointly provided or given by the Contracting States in equal proportions.

ARTICLE 26

1. The Contracting States shall make whatever grants are necessary for the carrying out of any investigations and studies relating to any future development of the Zambezi River, such expenditure being deemed to be part of the cost of installations.

2. The cost of the operation and maintenance of future dams and associated installations shall be divided between the Contracting States in proportions to be determined by the Authority having regard to their respective shares in the construction costs relative thereto.

ARTICLE 27

The competent courts of law for the Authority with respect to natural or juridical persons domiciled in Zambia or Zimbabwe shall be those of Zambia and Zimbabwe, respectively. Accordingly, each Contracting State shall apply its own laws, taking into account the provisions of this Agreement.

ARTICLE 28

1. The Contracting States shall further the activities of the Authority in every possible way.

2. Where this Agreement provides for rights and obligations which the Authority cannot directly exercise or fulfil, the Contracting States shall take steps to ensure that the rights are exercised and the obligations fulfilled.

ARTICLE 29

The Laws of Zambia

1. The Authority shall, immediately after entry into force of this Agreement transfer or take such steps as are necessary to effect the transfer of certain of its employees to the National Electricity Undertakings in accordance with such directions as the Council may give for the purpose.

2. The Contracting States undertake to enforce the following minimum conditions in respect of the transfer of any employees of the Authority to their respective National Electricity Undertakings-

- (a) where any employee of the Authority is transferred to a National Electricity Undertaking in terms of this Article, his or her service with the Authority shall be treated as continuous service with the National Electricity Undertaking to which he or she is transferred for the purposes of determining any issue relating to his or her conditions of employment and where the employee was immediately before his or her transfer, serving a period of notice of discharge, resignation or retirement which period of notice expires after his or her transfer, that notice shall be treated as if it has been given by or to the National Electricity Undertaking concerned;
- (b) the conditions of employment applicable to any employee of the Authority immediately after his or her transfer to the employment of a National Electricity Undertaking shall, when taken as a whole, be no less favourable than the conditions of employment, taken as a whole that were, applicable to him or her before his or her transfer.

ARTICLE 30

The Contracting States undertake to-

- (a) distribute the assets of the Central African Power Corporation on the basis of the general principle that immovable assets in the territory of each State will be allocated to the National Electricity Undertaking of such State and other assets will be allocated having regard to the responsibilities of the Authority and the respective National Electricity Undertakings;
- (b) carry out the valuation of such assets on the basis of principles and methodologies mutually agreed between the Contracting States; and
- (c) assign or allocate liabilities of the Central African Power Corporation to each State, the Authority and the respective National Electricity Undertakings, as the case may be after obtaining consents required in regard thereto.

ARTICLE 31

If, for compelling reasons, and in particular as a result of legislative action by either Contracting State, it should become necessary to modify or supplement the arrangements provided in this Agreement in order to protect the interests of the two Contracting States as established in those arrangements, such modifications or additions shall be agreed on in a spirit of mutual trust and co-operation.

ARTICLE 32

1. In the event of disagreement between the Contracting States with respect to interpretation of the provisions of this Agreement, the provisions of any legislation enacted under Article 2 or any matter referred to them in terms of sub-article 5 of Article 4, such disagreement shall be referred to an Arbitrator or Board of Arbitrators appointed by the Contracting States. The decision of such arbitrator or Board of Arbitrators shall be binding on the Contracting States.

2. In the event of a disagreement arising between the Contracting States over any other question or matter arising from this Agreement, such disagreement may, if the two States agree, be referred to an Arbitrator or Board of Arbitrators appointed by the Contracting States. The decision of such Arbitrator or Board of Arbitrators shall be binding on the Contracting States.

3. The costs of any arbitration under this Article shall be borne equally by the two States.

ARTICLE 33

The Laws of Zambia

Notwithstanding the date of signature and the date of exchange of instruments of ratification, this Agreement shall enter into force on the date of commencement of the new legislation referred to in sub-article 2 (b) of Article 2 which legislation shall come into operation simultaneously within the jurisdiction of the two States.

IN WITNESS WHEREOF, the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

Done at Harare this 28th day of July, 1987 in two originals, in the English language, both texts being equally authentic.

G.K. CHINKULI

For the Government of the Republic of Zambia

K.M. KANGAI

For the Government of the Republic of Zimbabwe

ANNEXURE 1 (Article 22)

WORKING ARRANGEMENTS FOR THE OPERATION AND MAINTENANCE OF THE INTERCONNECTED SYSTEMS

The Laws of Zambia

1. Joint ZESA/ZESCO control will be established so as to ensure the efficient operation and maintenance of the interconnected systems and to maintain supply within the statutory limits of voltage and frequency in the two States.

2. To give effect to the joint ZESA/ZESCO control, a Joint Technical Committee with equal representation from ZESA and ZESCO shall be established. The Joint Technical Committee shall supervise the implementation of these working arrangements and in that connection, may, in the interest of efficient operation of interconnected systems, issue general guidelines to be complied with by the National Control Centres (hereinafter called "the NCCs") of the two Undertakings.

3. The Joint Technical Committee shall meet regularly to review the implementation process and initiate or co-ordinate any joint studies, tests, etc., undertaken in the interest of the efficient operation of the interconnected systems.

4. Subject to paragraph 5, the following guidelines shall apply in giving effect to the working arrangements:

(i) *Frequency Control*-ZESA and ZESCO NCCs will consult each other and agree on the expected load and station loading patterns each week for the week following. ZESCO NCC will issue operating instructions on a day-to-day basis to stations in Zambia as will ZESA NCC in Zimbabwe.

Minute by minute frequency control will be done by Kafue Gorge or Kariba South depending on which station is agreed to be on the best position to do so.

The time error should not exceed plus or minus 10 seconds.

(ii) *Voltage Control*-Voltage Control is the joint responsibility of the two NCCs and shall be carried out in close mutual liaison.

(iii) *Spinning Reserve*-Spinning Reserve shall be agreed to annually but will not be less than the capacity of the largest unit on the interconnected systems. The spinning reserve will be shared in the ratio of the largest generator units in each country. The speed droop governor characteristics will be adjusted to ensure the required response.

(iv) *Reserve Capacity*-Each Undertaking will be responsible for providing its own reserve operating capacity.

(v) *Load Shedding and Restoration of Supply*-During emergencies which require load shedding, the request to shed load shall be initiated by the NCC in whose country the disturbance has originated in accordance with agreed procedures.

The load will be shed in the approximate proportion of the respective system maximum demand in each country.

(vi) *Generation Plant and Line Outages*-ZESA and ZESCO will agree on an annual plant and line outages programme for the interconnected systems. The two NCC's will maintain close co-operation on outages. In particular, generation plant and line outage will not be implemented without prior agreement.

(vii) *Tests*-ZESA and ZESCO agree not to introduce changes on present system characteristics, e.g. governor drop settings or protection relay settings, in the generating stations and on the 330 kV system, until agreement to any changes is reached.

(viii) *Safety Rules and Procedures*-ZESA and ZESCO will continue the present practice on Safety Rules and Procedures (covering the 330kV and 11 kV interconnectors between the two systems). These procedures will be a subject of Systems Operations Memoranda.

(ix) *ZESA/ZESCO System Operation Memoranda*-ZESA/ZESCO will each produce their own System Operations Memoranda. Where it is agreed that Joint System Operations Memoranda are necessary, these will be jointly produced.

(x) *Load Flow Diagrams*-ZESA and ZESCO will separately, but simultaneously by arrangement, carry out load flow surveys for the Zimbabwean and Zambian 330kV systems respectively. The surveys will, normally be carried out on a routine monthly basis over a peak period, the date to be decided mutually. Each NCC will also be responsible for producing its own load flow survey to cover and record abnormal operating conditions affecting the load flow distribution of the system.

Copies of load flow diagrams will be exchanged between ZESA and ZESCO as soon as possible after their completion.

(xi) *Exchange of Information*-ZESA and ZESCO shall exchange information of common interest related to the interconnected systems, as agreed by the Joint Technical Committee.

5. ZESA and ZESCO shall, from time to time, review the appropriateness of these arrangements and may, where they consider it desirable in the interests of the efficient operation of the interconnected systems to do so, amend or repeal and replace the working arrangements.

6. In the event of any dispute over the interpretation or implementation of these working arrangements, the dispute shall be referred to the Council for resolution.

The Laws of Zambia

ANNEXURE 2 (Article 22)

WORKING ARRANGEMENTS FOR THE SHARING OF ENERGY FROM KARIBA DAM

1. The available energy shall be shared in the form of the water that is forecast to be available for the production of energy within each period of twelve months, commencing on the 1st August, of each year.
2. The Authority shall, at the commencement of each period of twelve months referred to above, submit a written statement to ZESA and ZESCO advising them of the amount of water it forecasts will be available for the production of energy during that period. The written statement shall show in summary how the Authority arrived at its forecast, and that forecast shall be reviewed every three months in the light of current hydrological predictions.
3. The existing maximum and minimum operating levels of 408.5m and 475.5m. (Kariba datum) for the reservoir are set as the limiting operating levels for the purposes of these working arrangements.
4. In determining the amount of water that the Authority forecasts to be available for the production of energy in a given period, the Authority shall take into account the next but one rainy season (i.e. the period of eighteen months as from the 1st August of the period concerned).
5. For the purposes of determining the equal apportionments of water to be shared, the generated energy from the Dam will be converted to water in accordance with the average daily generation related to an agreed typical load/efficiency curve for each generating station, taking into account their turbine conversion efficiency.
6. If either country foresees that is unlikely to use a portion of its full annual water allocation, it may offer such portion to the other country for the latter's utilisation at rates to be agreed from time to time in import/export tariff agreements. If the annually allocated water is not utilised it will be forfeited.
7. In the spirit of acquiring maximum benefit for the two States, the Kariba generating schemes shall, as much as is reasonably practicable, be operated in conjunction with the other generating schemes (e.g. Hwange, Kafue Gorge and any other future schemes). The resulting transfer of energy from one scheme to other will be chargeable at rates to be agreed from time to time through electricity import/export tariff agreements.
8. In the event of any dispute over the interpretation or implementation of these working arrangements, the dispute shall be referred to the Council for resolution.

SUBSIDIARY LEGISLATION

ARTICLE 10-THE ZAMBEZI RIVER AUTHORITY (TERMS AND CONDITIONS OF SERVICE)
BY-LAWS

Statutory Instrument
2 of 1995
90 of 1997

By-laws by the Council of Ministers

PART I

PRELIMINARY

1. These By-laws may be cited as the Zambezi River Authority (Terms and Conditions of Service) By-laws. Title

(As amended by S.I. No. 90 of 1997)

2. In these By-laws, unless inconsistent with the context- Interpretation

"Authority" means the Zambezi River Authority established by the Zambezi River Authority Act; Cap. 467

"basic pay" means the salary of an employee, excluding any allowance that may be payable to that employee, and "basic monthly pay" and "basic annual pay" shall be construed accordingly;

"employee" means a person confirmed in a post specified in the Second Schedule;

"Head of Department" means the person having the overall responsibility for any particular department within the Authority or in the absence of such person, any person designated to act in his place;

"leave" means leave of absence from duty;

"length of service" means the continuous period of service the employee has served with the Authority or its predecessor, which period shall be calculated from the original date of engagement;

"pay" means the salary of an employee together with such allowances as may be payable to him;

"dependant" means-

(a) a spouse of an employee;

(b) any child of an employee including an illegitimate and adopted child or step-child who is of, or below the age of 18 years or below the age of 25 years and undergoing full-time education and wholly dependant on him;

"retirement age" means the age of retirement as specified in by-law 6;

"working day" means any day of the week except Saturday, Sunday, and public holidays.

(As amended by S.I. No. 90 of 1997)

PART II

GENERAL

The Laws of Zambia

3. (1) Subject to this section every person entering the service of the Authority shall serve a probationary period of six months unless the Authority expressly appoints him to the service without him having to serve such probationary period. Probation

(2) The period referred to in sub-by-law (1) may be reduced or extended by the Authority, so however, that no probationary period shall, save in exceptional circumstances, exceed twelve months.

(3) A person serving on probation may resign by giving 24 hours notice of his intention to do so or his service may be terminated by the Authority upon like notice.

(4) A person shall not be confirmed to the service of the Authority unless he has passed a medical examination by a medical practitioner appointed or specifically approved by the Authority.

4. Save as may otherwise be prescribed, an employee shall not be entitled to additional remuneration in respect of any duty or work which he is required to perform whether during or after the normal hours of work. Additional remuneration

5. The normal hours of work shall be as laid down from time to time by the Authority. Hours of work

6. (1) Subject to by-law 9 an employee may retire from service with the Authority on his 55th birthday or at any time thereafter and shall retire not later than his 60th birthday unless the Authority extends his retirement age in accordance with sub-by-law (2). Retirement

(2) The Chief Executive may, upon application made by an employee, at any time during six months following his 59th birthday, extend the employee's retirement age to a date not later than his 65th birthday.

(3) By-law 9 relating to period of notice shall apply, with necessary modifications, to an employee wishing to retire in terms of this section:

Provided that for an employee listed in Parts C, D and E of the Second Schedule whose service has been extended under sub-by-law (2), the period of notice shall be three months.

(As amended by S.I. No. 90 of 1997)

7. (1) Where a post of an employee becomes surplus due to the re-organisation or re-structuring of the Authority or any station of the Authority the employee shall be declared redundant or be retrenched and such employees shall be paid- Restructuring and re-organisation

(a) a severance benefit of three months current basic pay;

and

(b) a redundancy package calculated as follows:

<i>Completed Years of Service</i>	<i>Rate of Compensation</i>
0-4	2 years current basic pay
5-10	2.5 years current basic pay
10 or more	3 years current basic pay

(2) Where the Authority requires an employee to be deployed or transferred to another station on account of the re-organisation or re-structuring of the Authority or any station of the Authority and such employee is unable to be redeployed or transferred due to special circumstances, the Board may pay a severance benefit to such employee in accordance with sub-by-law (1).

8. (1) When an employee retires, becomes redundant or is retrenched from the service of the Authority or is discharged on medical grounds, the Authority shall meet the cost of transport for the employee and up to six dependants to the employee's home district: Repatriation

Provided that where the employee chooses not to be repatriated to his home district, the Authority shall meet the cost of repatriation to his chosen destination subject to the cost not exceeding that to his home district.

(2) Where an employee dies in service the Authority shall repatriate the dependants of the employee in accordance with sub-by-law (1).

(3) Where an employee's service is terminated by the Authority or where he resigns from the service of the Authority, the Authority may meet the cost of road transport for the employee and up to six dependants to the employee's home district.

(As amended by S.I. No. 90 of 1997)

9. (1) An employee who wishes to resign from the service of the Authority shall give notice, in writing, to his Head of Department, of his intention to do so. Notice of resignation

(2) The period of notice to be given in terms of sub-by-law (1) shall be-

(a) in the case of an employee in a grade listed in Part A or B of the Second Schedule, three calendar months;

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- (b) in the case of any employee in a grade listed in Part C, D or E of the Second Schedule, one calendar month or such longer period as the Authority may determine at the time of such employee's appointment:

Provided that-

- (i) the Authority may permit an employee to resign without giving notice or upon giving such shorter notice as the Authority may determine;
- (ii) any period spent on annual leave shall not form part of the last month of the period of notice; and
- (iii) an employee shall surrender one month's salary in lieu of notice.

10. (1) The Authority may at any time terminate the service of an employee by giving him- Termination

- (a) such period of notice in writing as is equivalent to the period of notice which that employee is required to give in accordance with sub-by-law (2) of by-law 9; or
- (b) one month's salary in lieu of notice.

(2) The Authority may take any action as described in sub-by-law (10) of by-law 13 against any employee whom the Authority has found guilty of misconduct after considering-

- (a) a report by his Head of Department on the conduct of the employee; and
- (b) any written representation made by such employee in relation to the alleged misconduct:

Provided that no action against the Chief Executive, Chief Engineer or Corporate Secretary/Chief Accountant in terms of sub-by-law (10) of by-law 13 may be taken without the permission of the Board.

11. (1) An employee shall be guilty of misconduct for any of the acts specified in the First Schedule. Misconduct

(2) An employee who is convicted and sentenced as specified in paragraph 40 of the First Schedule shall be deemed to have forfeited his post and his employment shall *ipso facto* be terminated by the Authority with effect from the date he was so sentenced and without recourse to the disciplinary machinery and procedures provided for in these By-laws.

(3) The code of conduct, disciplinary and grievances procedures shall be laid down in rules as determined by the Authority and such rules shall be made available to the employees of the Authority.

(4) An employee shall, on receipt of any rules specified under sub-by-law (3), sign such rules as acknowledgement of receipt of the rules.

12. If an employee or his spouse-

Conflict of interest

- (a) acquires or holds direct or indirect pecuniary interest in any contract or knowingly acquires or holds any direct or indirect pecuniary interest in any firm or company applying or negotiating for a contract with the Authority;
- (b) owns any immovable property in, or has direct or indirect pecuniary interest in, any firm or company and such ownership or interest results in the private interest of the employee coming into or likely to come into conflict with his official duties; or
- (c) has otherwise, in his private capacity, any other direct or indirect pecuniary interest in any business of the Authority;

the employee shall forthwith report the fact to the Authority and shall thereafter comply with such direction in connection therewith as the Authority may, from time to time, give him.

(As amended by S.I. No. 90 of 1997)

13. (1) An employee suspected of misconduct or against whom criminal proceedings have been instituted may be prohibited by the Head of Department from carrying out the duties of his post, and the prohibition shall remain in force until cancelled by the Head of Department or otherwise under these By-Laws.

Prohibition and suspension

(2) Where a Head of Department prohibits an employee from carrying out the duties of his post under sub-by-law (1) the Head of Department shall immediately thereafter refer the matter to the Chief Executive of the Authority.

(3) On receipt of a matter referred to him under sub-by-law (2) the Chief Executive of the Authority may order the suspension of such employee.

(4) When the Chief Executive orders the suspension of an employee who has been prohibited from carrying out the duties of his post the prohibition by the Head of Department under sub-by-law (1) shall be deemed to be cancelled with effect from the date of the Chief Executive's order.

(5) An employee prohibited from carrying out his duties under sub-by-law (1) shall be entitled to the full amount of his salary for the period of the prohibition.

The Laws of Zambia

(6) Notwithstanding sub-by-laws (1), (2) and (3), the Chief Executive may on his own motion, where an employee is suspected of misconduct or against whom criminal proceedings have been instituted-

- (a) prohibit that employee from carrying out the duties of his post; or
- (b) order the suspension of that employee.

(7) An employee in respect of whom an order of suspension has been made under sub-by-law (3) or (6) shall be entitled to half his salary for the period of such suspension.

(8) If after an investigation relating to any alleged act of misconduct, the Chief Executive decides that no misconduct is disclosed or the matter is trivial then any prohibition or suspension made under this by-law shall be cancelled with effect from the date of the Chief Executive's decision and the employee shall, in the case of a suspension, thereupon be entitled to be paid the full amount of his salary for the period of the suspension less the amount paid to him under sub-by-law (7).

(9) If an employee against whom a prohibition or order of suspension has been made under this by-law on the ground that criminal proceedings were instituted against him and-

- (a) he is acquitted of the crime; or
- (b) he is not brought to trial;

the prohibition or order of suspension shall remain in force pending the conclusion of any proceedings that may have been taken against him on a charge of misconduct and if no proceedings are initiated by the Chief Executive against the employee, then the Chief Executive shall cancel the prohibition or order of suspension and in the case of a suspension, the employee shall thereupon be entitled to be paid the full amount of his salary for the period of suspension less the amount paid to him under sub-by-law (7).

(10) If an employee who is charged with misconduct is found guilty by the Chief Executive, the Chief Executive may cancel any prohibition or order of suspension in force under this by-law in relation to the employee and-

- (a) issue a written warning;
- (b) issue a final written warning;
- (c) issue a final written warning plus 5 days suspension without pay;

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- (d) reprimand him and-
 - (i) transfer him to another post or grade, the salary of which is less than that received by him at the date he is found guilty of misconduct; and
 - (ii) order a reduction in any allowance to which he may be entitled;
- (e) call upon the employee to resign with effect from a specified date, failing which he shall be deemed to be dismissed as from that date; or
- (f) dismiss the employee.

(11) The Chief Executive may delegate any of his powers under this by-law to any authorised employee of the Authority.

14. (1) Subject to this by-law an additional one month's basic salary shall be payable annually to an employee and shall be included with the salary paid in December each year. Additional one month's salary

(2) Subject to this by-law where an employee enters the service of the Authority during the calendar year he shall be entitled to a proportion of the additional one month's basic salary based on the number of completed calendar months' service in that calendar year.

(3) No payment or proportionate payment of the additional month's basic salary shall be paid to an employee who resigns or is dismissed from the service of the Authority during the course of a calendar year.

(4) The additional one month's basic salary shall not apply for the purpose of calculating overtime or shift allowance.

(5) For the purpose of the Central African Power Corporation Pension and Life Assurance Fund and the Zambezi River Authority Pension and Life Assurance Scheme, pension contributions shall be deducted from the additional one month's basic salary.

15. (1) A salary advance may be granted to an employee at the discretion of Management. Salary advances

(2) A salary advance shall be interest free and up to a maximum of one month's salary which shall be repayable over a maximum period of three months:

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Provided that a salary advance shall only be granted where a previous advance has been fully repaid.

(3) Where an employee proceeds on leave and his leave period extends over one or more pay days, he may elect to receive a salary advance equivalent to his estimated net pay for the duration of the leave period.

16. Where the Authority does not provide accommodation to an employee or where an employee elects not to occupy accommodation provided by the Authority, the Authority shall pay the employee a housing allowance of an amount to be determined by the Authority. Housing allowance

17. An employee referred to in Part E of the Second Schedule who works a standard 42.5 hours per week shall be entitled to claim overtime pay for hours worked in excess of the normal hours for each day calculated at the following rates: Overtime

(a) overtime worked from Monday to Saturday shall be paid at one and half times the normal rate:

Provided that the minimum amount of overtime worked shall exceed 30 minutes per each period;

(b) where an employee is required to work on a Sunday or a public holiday he shall be paid overtime at double the normal rate for the hours worked:

Provided that the monthly basic salary shall not include any allowance or the 13th cheque.

18. The Authority shall pay a critical area allowance, as determined by the Authority, to professionally and technically qualified employees as designated by the Authority. Critical area allowance

19. Every employee who spends at least 25 per cent of the normal working hours in a month in a designated danger zone shall be entitled to a danger allowance as determined by the Authority. Danger allowance

20. (1) An employee required to perform temporarily a job in a higher grade shall receive an acting allowance which shall be equivalent to the difference between his substantive salary and entry point of the grade he is acting in, or a minimum allowance of at least 5 per cent of the basic salary, whichever is the higher: Acting and responsibility allowance

Provided such allowance shall only be paid for acting periods of 30 days or more but not exceeding 6 months.

The Laws of Zambia

(2) Where an employee is not confirmed or does not revert to a substantive grade a responsibility allowance equal to 2 incremental notches of his substantive grade or the next higher grade, whichever the higher, shall be paid.

(As amended by S.I. No. 90 of 1997)

21. A special skill allowance, as determined by the Authority, shall be paid to any employee who acquires additional skills outside his normal scope of work and who utilises his skills to the benefit of the Authority. Special skill allowance

(As amended by S.I. No. 90 of 1997)

22. (1) A standby allowance of 1 per cent of the monthly basic pay shall be paid to an employee for each day he is on standby: Standby allowance

Provided that an employee on standby who is actually called out shall, in addition to the standby allowance, be paid an overtime allowance in accordance with by-law 17.

(2) For purposes of this by-law, a day on standby shall mean the time from the end of one shift to the beginning of the next shift on the next day, when working normally, and for 24 hours of the day on an off-day or a public holiday.

23. A location allowance, as determined by the Authority, shall be paid to employees at designated locations. Location allowance

24. An out of pocket allowance per day, as determined by the Authority shall be paid to all management representatives and other employees attending the Inter-Governmental Committee of Officials, Board or Council of Ministers, meetings. Out of pocket allowance

25. (1) The Authority shall pay a long service allowance, as determined by the Authority, to any employee listed in Part E of the Second Schedule who shall have completed at least 10 years service with the Authority. Long service allowance

(2) When an employee retires the long service allowance paid under sub-by-law (1) shall be added to the employee's basic pay for the purpose of calculating the employee's pension.

26. (1) An employee of the Authority who is an artisan by trade shall provide his own tools to enable him perform his duties. Tool allowance

(2) The Authority shall pay to an artisan a tool allowance in accordance with the statutory provisions of a Contracting State.

The Laws of Zambia

- 27.** The Authority shall pay a settling-in allowance of 50 per cent of the monthly basic salary to an employee on engagement. Settling-in allowance
- 28.** (1) The Authority shall pay to an employee, in accordance with his grade, an education allowance as determined by the Authority. Education and school uniform allowance
- (2) The Authority shall pay to an employee an annual school uniform allowance as determined by the Authority.
- 29.** The Authority shall pay a disturbance allowance, as determined by the Authority, to an employee who is transferred from one station to another. Disturbance allowance
- 30.** (1) The Authority shall pay to all employees an electricity and water allowance as determined by the Authority. Electricity and water allowance
- (2) Any person who has retired from the service of the Authority and who is resident within Contracting States shall be entitled, during his life time, to refunds for electricity and water within the limits determined under sub-by-law (1).
- 31.** (1) Subject to availability of transport, employees not eligible to personal to holder vehicles and who reside more than 2 km from the place of work shall be provided with transport to and from work provided that they assemble at designated places and at a time specified by the Authority. Transport and transport allowance
- (2) Any employee not provided with transport shall be paid a transport allowance as determined by the Authority.
- 32.** When an employee is required to travel on Authority business for a distance exceeding 30km from his normal place of work, and is permitted by the Head of Department to use his own vehicle, he shall be paid a kilometre allowance as determined by the Authority. Kilometre allowance
- 33.** (1) An employee travelling on business within the Contracting States shall be provided with full board and lodging in a guest house of the Authority or in a hotel. Local travel
- (2) The Authority shall pay an employee, in accordance with his grade, when travelling on business within the Contracting States, an out-of-pocket allowance per night, as determined by the Authority.

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(3) Where an employee is not accommodated in a guest house of the Authority or in a hotel, the Authority shall pay to the employee a meal allowance and a subsistence allowance as determined by the Authority.

34. (1) An employee travelling outside the Contracting States shall be paid a business allowance to cover his expenses at rates determined by the Authority. Foreign travel

(2) Where an employee attends a residential training course or undertakes a fully sponsored trip outside the Contracting States he shall be paid 50 per cent of the business allowance referred to in sub-by-law (1).

35. (1) Employees shall be covered by medical schemes available in each Contracting State which costs shall be met by the Authority. Medical scheme

(2) Where no medical schemes are available, an employee shall be refunded, by the Authority, the cost of in-patient treatment:

Provided that claims in any one calendar year shall be limited to a maximum of one month's salary.

36. Where an employee or his registered dependant is referred for specialist treatment outside the Contracting States, the Authority may, with the approval of the Chairman of the Board, pay for the treatment and may pay such subsistence and travel allowances as may be applicable. Specialist treatment

37. An employee who retires from the service of the Authority, and his spouse, shall continue to receive medical aid benefits: Medical aid for pensioners

Provided that such employee and his spouse continue to reside within the Contracting States.

38. If an employee dies while in service, a benefit amounting to three times the employee's annual basic salary shall be paid to the employee's dependant. Group Life Assurance Scheme

39. The Authority shall operate pension schemes in the Contracting States. Pension scheme

PART III

LEAVE

40. (1) Subject to the other provisions of this Part, a Head of Department may grant leave, with pay, to an employee who has completed more than six months' service and subject to his being confirmed in service. Grant or refusal of leave

(2) All leave is granted subject to the needs of the Authority and no employee is entitled to take leave at any particular time.

41. (1) Subject to this by-law and by-law 62 an employee who commenced service with the Authority after 6th January, 1989, shall be granted for each calendar year of service, annual leave with pay at the rates specified hereunder for each part as listed in the Second Schedule. Annual leave

		<i>Number of</i>
		<i>working days</i>
(a) Part A	-	48
(b) Part B	-	42
(c) Part C	-	36
(a) Part D	-	30

		<i>Number of</i>
	<i>Length of service</i>	<i>working days</i>
(e) Part E		
	First 5 years service	- 18
	Second 5 years service	- 21
	Third 5 years service	- 23

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Over 15 years service - 25

(2) If in any calendar year an employee does not complete a calendar year's service, the leave which may be granted to the employee in terms of sub-by-law (1) shall, for each calendar month of service, be for:

		<i>Number of working days</i>
Part A	-	4
Part B	-	3 1/2
Part C	-	3
Part D	-	2 1/2

		<i>Number of working days</i>
Part E		
First 5 years	-	1 1/2
Second 5 years	-	1 3/4
Third 5 years	-	1 11/12
Over 15 years	-	2 1/12

42. (1) Subject to this Part, no employee may be granted leave for a continuous period longer than that specified hereunder for each Part as listed in the Second Schedule: Maximum continuous period of annual leave

(a) Part A	-	140 days
(b) Part B	-	120 days
(c) Part C	-	105 days

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(d) Part D	-	90 days
(e) Part E All grades	-	60 days

(2) Subject to this Part no employee may accumulate leave days in excess of the days specified hereunder for each Part as listed in the Second Schedule:

		<i>Maximum accumulation (days)</i>
(a) Part A	-	140
(b) Part B	-	120
(c) Part C	-	105
(d) Part D	-	90
(e) Part E All grades	-	60

(3) Where an employee applies for leave and his application is not approved because of the needs of the Authority, he shall be entitled to accumulate leave above the amount of days specified in sub-by-law (2) and he shall be entitled to commute for cash at the end of each leave any accumulation beyond the maximum accumulation:

Provided that any leave which has been commuted for cash shall not be converted back into leave at a later date.

(4) Where any employee has been granted only part of the total leave which he has earned, he may be granted the balance later together with any further leave which he may then have earned:

Provided that an employee does not at any one time take more than the maximum amount of leave specified in sub-by-law (1).

(5) An employee may have his leave commuted for cash at the discretion of the Authority upon proceeding on leave for at least 12 working days calculated at the rate of pay received by him on his last day of duty:

Provided that commutation shall only be allowed once in a period of 12 months.

(6) An employee who is on leave shall continue to accrue leave days as if he was at work.

(7) Where an employee has been served with notice of termination of employment, he may only proceed on leave upon written permission of the Chief Executive.

(As amended by S.I. No. 90 of 1997)

43. (1) Sick leave may be granted to an employee-

Circumstances in which sick leave may be granted

- (a) who is ill or injured, if his illness or injury is not caused by own negligence or misconduct;
- (b) who has undergone dental treatment;
- (c) who is on leave, if he is confined to his house or to hospital or some similar institution for a period of not less than fourteen days, but only for the period during which he is so confined.

(2) Subject to the provision of sub-by-laws (3) and (4) an employee may be granted sick leave with pay or sick leave with half-pay or sick leave without pay.

(3) No employee may be granted leave, during the period of two years ending on the last day of the sick leave he applies for, more than a total of 184 days paid sick leave.

(4) An employee in part E of the Second Schedule shall be entitled to sick leave of 26 working days on full pay and a further 26 working days on half pay per annum and thereafter sick leave without pay may be granted.

44. (1) Sick leave for a period not exceeding three days may be granted to an employee by a Head of Department without the production of a medical certificate:

Grant of sick leave

Provided that a sick leave application form for approval by the Head of Department shall be submitted by the employee within forty-eight hours of his return to work.

(2) Sick leave:

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- (a) of more than three days and not exceeding a continuous period of ninety days; or
- (b) which, together with sick leave previously granted to an employee in the period of twelve months ending on the last day of the sick leave applied for, does not exceed a total of ninety days;

may be granted by a Head of Department to an employee on production of a certificate of a registered medical practitioner or a registered dental surgeon or if the Head of Department or Chief Executive of the Authority so requires, of a certificate of the medical practitioner appointed by the Authority, stating that-

- (i) the employee is unfit to discharge his duties; and
- (ii) the period of leave applied for is necessary for the recovery of the employees health.

(3) Notwithstanding the provisions of sub-by-law (2) but subject to sub-by-law (3) of by-law 43 a Head of Department may grant to an employee sick leave for any period recommended by a medical practitioner appointed by the Authority which is in excess of the period specified in sub-by-law (2) where the medical practitioner certifies, in writing, that the employee is likely to be able to resume duty after such further period of sick leave.

45. Notwithstanding receipt of a written opinion by the medical practitioner appointed by the Authority under sub-by-law (2) of by-law 44 to the effect that it is probable that an employee who is already on sick leave will not be able to resume duty at the end of any period of sick leave and should be discharged on grounds of ill health the Authority may, subject to the provisions of sub-by-law (3) of by-law 43, grant a further period of sick leave pending a decision on the findings of a majority of three medical practitioners of whom two shall be nominated by the Authority and one by the employee.

Further sick leave pending decision of medical practitioners

46. An employee who has exhausted his paid sick leave entitlement under sub-by-law (3) of by-law 43 may, if he wishes, apply for and be granted such annual leave, with pay, as he may have earned in lieu of unpaid sick leave.

Grant of annual leave in lieu of sick leave

47. (1) If an employee is absent from duty because of illness or injury for a period which is likely to exceed fourteen days or for a period the exact duration of which cannot be determined he shall within fourteen days from the first day of his absence forward or cause to be forwarded to the Secretary of the Authority a duly completed certificate of absence in the form prescribed by the Authority.

Reporting of absence from duty

(2) A Head of Department shall arrange for the completion and the forwarding of the certificate referred to in sub-by-law (1) if, owing to the serious nature of the employee's illness and the absence of any member of his family, the employee has been unable to comply with the provisions of that sub-by-law.

(3) Where an employee is absent from duty for a period of three days the Head of Department shall report immediately such absence to the Secretary of the Authority.

48. An employee shall submit himself for medical examination by a medical practitioner appointed by the Authority when so required by the Authority.

Employee to submit to medical examination when required by the Authority

49. (1) Subject to this by-law an employee who is not eligible for leave or is eligible for leave but considers that the leave due to him is insufficient, and who wishes to be absent from duty for urgent personal reasons may apply to his Head of Department for leave for urgent personal reasons giving full details of the circumstances involved.

Leave for urgent personal reasons

(2) A Head of Department, with the approval of the Chief Executive may-

(a) grant paid leave for urgent personal reasons for a period not exceeding ninety days;

(b) where he considers it necessary to grant further leave for urgent personal reasons which is in excess of that granted under paragraph (a), grant such further period of unpaid leave as he considers adequate for the purpose.

(3) An employee shall be granted leave for urgent personal reasons if such leave is taken in conjunction with any annual leave that may be available to him.

(4) Leave for urgent personal reasons with pay granted to an employee under this by-law shall be deducted from annual leave accumulated by that employee after his return to duty and if he retires or resigns from, or is discharged by, the Authority before accumulating a period of annual leave equivalent to a period of leave so granted the pay paid to him in respect of that period of leave for urgent personal reasons shall be a debt due by him to the Authority.

(As amended by S.I. No. 90 of 1997)

50. (1) Special leave may be granted by a Head of Department to an employee-

Special leave

(a) for the purpose of sitting an examination necessary for his advancement in the service of the Authority;

Provided that a Head of Department shall not, except at the direction of the Authority, grant special leave to an employee sitting an examination outside the Contracting States;

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- (b) who, in circumstances approved by the Authority on the recommendation of a medical practitioner is absent from duty because of contact with a person having an infectious disease.

(2) Special leave not exceeding ninety days in duration may be granted to a female employee who is pregnant, commencing not more than forty-five days before the expected date of her baby and such leave may be granted only once in any one period of 24 months.

(3) Special leave granted to an employee in accordance with sub-by-law (1) and (2) will be granted with pay.

51. (1) Study leave may be granted at management's discretion to employees for study purposes in accordance with the Authority's rules. Study leave

(2) Study leave shall not be granted outside the Contracting States for employees who have not completed their probation.

52. (1) In addition to the benefit stipulated in by-law 39, on the death of an employee who has served for not less than one year there shall be paid to his surviving spouse or in the absence of a surviving spouse, to his dependents, as the Authority may decide, the cash equivalent to annual leave, if any, earned by him calculated at the rate of pay received by him at the date of his death. Benefit payable on death

(2) If an employee dies before receiving an additional one month's basic salary in terms of by-law 14, the surviving spouse of that employee, or in the absence of the surviving spouse, his dependents, shall be paid a proportion of one month's basic salary based on the number of completed calendar months' service of the employee in the calendar year in which he dies.

(3) On the death of the employee, the employee's spouse or dependant or biological or legal parent of the employee or his spouse, the Authority shall provide a coffin, transport and a funeral grant as determined by the Authority.

53. (1) Subject to sub-by-law (2) an employee who has served for not less than six months and who is to be discharged on grounds of ill health may be granted, at his option, either- Benefit on discharge for ill health

(a) such annual leave as he may have earned; or

(b) the cash equivalent of such annual leave as he may have earned, calculated at the rate of pay received by him on his last day on duty.

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(2) An employee who elects to go on leave in accordance with paragraph (a) of sub-by-law (1) but who will reach retirement age before the expiry of such annual leave shall be granted-

- (a) a period of annual leave which is necessary to enable him to attain his retirement age; and
- (b) the cash equivalent of the balance of any annual leave as he may have earned.

(As amended by S.I. No. 90 of 1997)

54. Subject to by-law 42 an employee who, having completed twelve months service and having complied with any provisions applicable to him with regard to the giving of notice of retirement, retires from the service shall be granted the cash equivalent of such annual leave as may have been earned by him calculated at the rate of pay received by him on his last day of duty. Leave benefits on retirement

55. Subject to by-law 42 an employee who, having completed twelve months' service and having complied with any provisions applicable to him with regard to the giving of notice on resignation, resigns from the service shall be granted the cash equivalent of such annual leave as may have been earned by him calculated at the rate of pay received by him on his last day of duty. Leave benefits on resignation

56. An employee who- Leave benefits on termination

- (a) is dismissed on grounds of misconduct;
- (b) resigns or is called upon to resign in order to avoid dismissal on grounds of misconduct; or
- (c) is dismissed because he fails to perform his work in an efficient and competent manner;

shall be granted annual leave or the cash equivalent of annual leave accrued on leaving the service calculated at the rate of pay received by him on his last day of duty.

(As amended by S.I. No. 90 of 1997)

57. An application for annual leave, leave for urgent personal reasons, sick leave or special leave shall be made in the form prescribed by the Authority. Application for leave to be in form prescribed

(As amended by S.I. No. 90 of 1997)

58. A Head of Department shall ensure, by monthly return, that the Secretary is advised of the grant of leave to an employee. Secretary to be advised of the grant of leave

59. A Head of Department shall report, without delay, to the Secretary, the failure by an employee to resume duty on the expiry of his leave. Secretary to be informed of failure to resume duty after leave

60. (1) An employee to whom annual leave has been granted shall not return to duty before the expiry of that leave except with the consent of his Head of Department. Resumption of duty before expiry of leave

(2) If any employee to whom annual leave has been granted returns to duty before the expiry of that leave in accordance with sub-by-law (1) he shall be credited with the balance of the annual leave days originally granted but not utilised.

PART IV

EMPLOYEES RETAINED FROM CENTRAL AFRICAN POWER CORPORATION

61. Notwithstanding the revocation of the Central African Power Corporation Conditions of Service Rules, any matter relating to the service of an employee with the Central African Power Corporation and with the Authority before 1989, shall be determined in accordance with the Central African Power Corporation Conditions of Service Rules and any other relevant rules then in force. Former conditions of service

62. (1) Irrespective of the classification in the Second Schedule an employee of the Central African Power Corporation retained by the Authority after the 1st October, 1987, and earning leave at the rate specified in the first column, shall earn leave at the rate specified in the by-law as listed in the second column hereunder: Conversion of leave

<i>First Column</i> <i>Previous rate with Corporation</i>	<i>Second Column</i> <i>New rate with Authority</i>
<i>(i) Part A, B, C and D Employees</i>	
40 working days per annum.....	by-law 41 (1) (a)
35 working days per annum.....	by-law 41 (1) (b)
30 working days per annum.....	by-law 41 (1) (c)
25 working days per annum.....	by-law 41 (1) (d)
<i>(ii) Part E Employees</i>	
18 working days per annum.....	by-law 41 (1) (e)
21 working days per annum.....	by-law 41 (1) (e)
23 working days per annum.....	by-law 41 (1) (e)
25 working days per annum.....	by-law 41 (1) (e)

(2) Accrued leave carried forward at the date specified in sub-law (1) shall be converted on the following basis:

- (a) annual leave due to former Category "A" and "C" employees multiplied by five and divided by six;

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- (b) vacation leave due to former Category "B" employees multiplied by five and divided by seven;
- (c) occasional leave due to former Category "B" employees at full value and converted to annual leave.

(3) There shall be no loss of accrued leave if after conversion at the rates set out in sub-by-law (2) the total exceeds the maximum stated in sub-by-law (2) of by-law 42.

(4) In the case of former Category "B" employees the maximum number of leave days stated in by-laws 54 and 55 shall be 200 working days.

63. The Zambezi River Authority Terms and Conditions of Service By-Laws, 1989 are hereby revoked.

Revocation of *S.I. No. 1 of 1989*

FIRST SCHEDULE

(*By-law 11*)

ACTS OF MISCONDUCT

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- (1) Absents himself from duty on a working day without permission or valid excuse.
- (2) Absents himself from place of work during the normal hours of work without permission or valid excuse.
- (3) Performs his work carelessly, negligently, inefficiently or incompetently.
- (4) Displays laziness in the performance of his duties.
- (5) Neglects his duties.
- (6) Is found sleeping or loafing during normal working hours.
- (7) Reports late for work without permission or valid excuse.
- (8) Leaves the place of work or stops work before the normal stopping time without permission or valid excuse.
- (9) Extends his tea or lunch break without permission or valid excuse.
- (10) Refuses to perform any work or duty lawfully assigned by an immediate superior or other senior Authority official.
- (11) Disobeys lawful instructions by an immediate superior, or other senior Authority official.
- (12) Wilfully fails, neglects or refuses to comply with any of the Authority's regulations, laid down policies or procedures, written standing instructions or rules.
- (13) Refuses, without valid reason, to give evidence during any investigation, inquiry or hearing relating to the operations of the Authority.
- (14) Engages in a fight at the place of work.
- (15) Assaults or threatens violence against any employee or person at the place of work.
- (16) Uses abusive, insulting or obscene language against any employee or person at the place of work.
- (17) Is rude, discourteous, impolite or disrespectful to any employee or person at the place of work.
- (18) Hinders or obstructs any other employee from performing his duties.
- (19) Engages in any action or fails to take any action which results in abuse of office or position.
- (20) Conducts himself or behaves in a manner which brings or is likely to bring the name of the Authority into disrepute or which will or is likely to tarnish the image of the Authority.
- (21) Wilfully fails to observe and abide by any of the terms or conditions of the contract of employment with the Authority.
- (22) Engages in any occupation or undertakes any work outside the scope of normal duties which conflicts or is likely to conflict with the interest of the Authority without the permission of the Chief Executive or the Board of Directors.
- (23) Discloses classified or confidential information relating to the affairs of the Authority to an unauthorised person.
- (24) Unlawfully gains access to classified or confidential information or unlawfully obtains information and discloses it to unauthorised persons.
- (25) Discloses personal details of, or gives the personal file of, any other employee, to an unauthorised person.
- (26) Issues, without permission or authority, press statements or information concerning the affairs of the Authority.
- (27) Wilfully or negligently causes damage to property belonging to the Authority or to property which is in the possession of the Authority.
- (28) Wilfully or negligently loses or causes the loss of property or fails to take reasonable care of property belonging to the Authority or to property which is in the possession of the Authority.
- (29) Misuses or disposes or makes unauthorised use of property belonging to the Authority or to property which is in the possession of the Authority.
- (30) Permits or causes an unauthorised person to make use of property belonging to the Authority or to property which is in the possession of the Authority.

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SECOND SCHEDULE

(By-laws 2 and 41)

Grade Job Title Leave Days

PART A

- | | | |
|----|---|----|
| 1. | Chief Executive | 48 |
| 2. | Corporate Secretary
Chief Accountant
Chief Engineer | 48 |

PART B

- | | | |
|----|--|----|
| 3. | Senior Engineer
Accountant
Internal Auditor | 42 |
| 4. | Assistant Secretary (Administration)
Assistant Secretary (Legal)
Resources and Water Right Engineer
Hydrologist
Computer Engineer
Section Civil Engineer
Dam Safety Monitoring Engineer
Section Engineer-Construction | 42 |

PART C

- | | | |
|----|--|----|
| 5. | Junior Engineer-Water Rights
Junior Engineer-Pollution and Environment
Junior Engineer-Kariba
Assistant Accountant
Dam Safety Monitoring Officer | 36 |
| 6. | Hydro Technician
Maintenance Supervisor
Superintendent Construction
Site Technician
Chief Draughtsperson
Telemetry Technician
Field Technician
Personnel Officer
Administrative Officer
Private Secretary | 36 |

PART D

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7.	Programming Officer Draughtsperson Senior Survey Assistant Technical Assistant Foreman Electrical Foreman Mechanical Supplies Officer Administrative Assistant Accounting Officer Stores Controller	30
8.	Foreman Plumbing Motor Mechanic Foreman Dam Wall Foreman Maintenance Personal Secretary	30
9.	House Keeper Accounts Assistant Assistant Supplies Officer Accounting Data Operator Stenographer	30
10.	Accounts Clerk/Cashier Survey Assistant Registry Supervisor Stores Assistant	30
11.	Typist Registry Clerk Supplies Clerk Typist/Receptionist	30

PART E

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<i>Grade</i>	<i>Job Title</i>	<i>Leave Days</i>
11.	Assistant Mechanic Junior Foreman	18, 21, 23 or 25 depending on the length of service
10.	Plant Operator Journeyman's Assistant Houseboat Captain	
9.	Carpenter Plumber Bus Driver Metal Worker Vehicle Maintenance Assistant	
8.	Bricklayer Driver (Class II) Survey Attendant Gang-In-Charge Painter	
7.	Driver (Class IV) Clerk Technical Attendant Housing Attendant Guest House Cook Stores Assistant (Junior)	
6.	Insecticide Sprayer Workshop Attendant	
5.	Anti-Corrosive Painter Assistant Cook Compressor Operator Mixer Operator Crusher Operator	
4.	Roller Operator Fencer Sub-Stores Clerk Messenger Domestic Worker Stone Pitcher	
3.	Guest House Attendant Guage Reader Drawing Office Assistant Journeyman's Attendant Houseboat Attendant	
2.	Survey Hand Office Orderly Senior General Worker Gardener	
1.	Junior General Worker	

(As amended by S.I. No. 90 of 1997)