

FOREWORD

Ghana is now a lower middle income country and a beacon of democracy for West Africa in particular and Sub-Saharan Africa more generally.

The Government of H.E. President John Dramani Mahama, as part of its efforts to transform the socio-economic development of Ghana, not only believes that people matter but, importantly, that ‘a good economy resides in the health of our people’ (SONA, 2015).

Accordingly, the bringing together of all the relevant stakeholders to develop this Framework as a guide to industrial relations and negotiations for Conditions of Service for the public sector health workforce is another demonstration of the Government’s commitment to deepen good governance accountability and transparency in the way it deals with Medical Doctors and Dentists and the Ghanaian public. Putting people first also means that there is the need for the Ministry of Health to re-strategise and refocus its policies and actions to provide quality, accessible, affordable and equitable health services to the people living in Ghana and better respond to emerging new diseases both nationally and internationally.

Towards this end, it is the firm belief of the Ministry that it can only achieve these with a well-motivated, dedicated and professionally responsible workforce. This historic document is just one of a myriad of policy interventions aimed at securing the highest standards of healthcare services for the people of this country.

Undoubtedly, Human Resources for Health (HRH) is critical for any effective health system. As such, there is the need for the Ministry to manage its human resources for health more effectively so that they will be able to give off their best in the form of quality and timeous service. Doing so, not only promotes industrial harmony but professional responsibility, improved professional conduct, respect for patient rights and quality health services.

Consequently, the objective of this Conditions of Service for Medical Doctors and Dentists of the Ministry and its Agencies among other things is to:

- (a) provide a Conditions of Service for equity for all Medical Doctors and Dentists of the health service by applying the same standards and principles in matters that concern them, and
- (b) plan for engagement, remuneration, promotion, labour relations and discipline, end of service, and other benefits in the health service of Ghana.

It can be recalled that there has not been a clear cut Conditions of Service document for the Medical Doctors and Dentists with the Public Health Sector of Ghana. What have been in existence over the years, were various human resource policies and guidelines scattered in a number of documents. This piecemeal approach to dealing with the most important resource in the health sector- its human resource led to disparate, inconsistent and sometimes incoherent policies and directives across the Agencies under the care of the Ministry. This document is therefore aimed at curing these ills by providing a standardised policy directive that deals with industrial relations of its sector employees justly and fairly.

In the year 2006, the Ministry took a bold step to commission a team to come out with a Conditions of Service for employees in the health sector. Further attempts were made in 2008 and 2009 respectively however these processes could not be concluded. These draft documents form the basis of this harmonised document.

To engender trust, transparency and ownership, this current document has been developed with the active involvement of the following including the Ministry, Agencies of the Ministry, the Ghana Medical Associations (GMA) in the health sector, Public Services Commission, Fair Wages and Salaries Commission, Ministry of Finance and the Attorney General's Department.

It spells out the entitlements and responsibilities of Medical Doctors and Dentists on one hand, and the entitlements and responsibilities of the employer and its Agencies, on the other hand.

This Draft Conditions of Service contains three (3) sessions; (i) general conditions- which refer to conditions and benefits that apply to all employees regardless of rank or other status (for example, salaries, medical care, annual leave etc); (ii) rank or grade or category-related conditions -which are conditions and benefits applicable only to certain ranks, grades or categories of employees working in specific positions, work locations and risk environments; and (iii) conditions and benefits that are professions-specific.

June 26, 2015

**HONOURABLE ALEXANDER SEGBEFIA
MINISTER OF HEALTH**

EXECUTIVE SUMMARY

The Ministry recognises the health workforce as the backbone of an effective and performing healthcare system in Ghana. The Ministry thus considers investment in the health workforce as critical because it not only ensures sufficient numbers and mix but improves health workforce productivity. Government is determined to develop and sustain a health workforce that is geared towards the attainment of universal health coverage and provision of quality and accessible healthcare services.

Undoubtedly, Ghana is making significant progress in improving health outcomes and addressing its underlying HRH challenges, one of which is the non-existence of a Conditions of Service for the various categories of the health workforce.

Over the years, the Ghana health sector has been without a clear cut document as a Conditions of Service of its employees. Additionally, the emergence of new diseases and the challenges they pose to the health workforce, have acted in combination to make the need for this Conditions of Service.

Being essential service providers, the health workforce is by law, not permitted to go on strike. It however behoves the employer to ensure that a congenial working environment is created for the health workforce to discharge their duties effectively.

It is strongly believed that having a comprehensive and equitable Conditions of Service of the Ministry's employees is one surest way of forestalling labour unrest in the health sector.

This document provides a Conditions of Service (Collective Agreement) by Ghana Medical Association on behalf of Medical Doctors and Dentist and the Fair Wages and Salaries Commission for and on behalf of the managements of Ghana Health Service (GHS), Teaching Hospitals (TH), Christian Health Association of Ghana (CHAG), Mental Health Authority, National Blood Service, National Ambulance Service and any other Agency under the Ministry, on the other part.

This Conditions of Service document is designed to guide both Medical Doctors and Dentist of the Ministry and its Agencies for appropriate decision-making relative to Conditions of Service for the Ministry's employees.

It is gratifying to note that this Conditions of Service addresses concerns of the health workforce at three (3) levels: Management, Senior Staff and Junior Staff levels.

This Conditions of Service supports the national vision of the Ministry- that is a healthy population for national development; and also outlines the mission of the Ministry as contributing to socio- economic development and wealth creation by promoting health and vitality, while ensuring access to quality health, population and nutrition services for all people living in Ghana as well as promoting the development of the local health industry.

The rationale of the document is a demonstration of the Ministry's commitment to having a well-motivated workforce aimed at attracting and retaining the best caliber of professionals to ensure

the delivery of quality, accessible, affordable and equitable health services that are humane, respectful of the rights of patients and better meet the needs of the people of Ghana.

LIST OF ACRONYMS

CHAG	-	Christian Health Association of Ghana
CHPS	-	Community-based Health Planning and Services
FWSC	-	Fair Wages and Salaries Commission
GCE	-	General Certificate Examination
GHOSPA	-	Government and Hospital Pharmacists Association
GHS	-	Ghana Health Service
GMA	-	Ghana Medical Association
GOG	-	Government of Ghana
GRNA	-	Ghana Registered Nurses Association
HND	-	Higher National Diploma
HRD	-	Human Resource Directorate
HRH	-	Human Resources for Health
HRHD	-	Human Resources for Health Development
HRM	-	Human Resource Management
HSWU	-	Health Services Workers Union
MELR	-	Ministry of Employment and Labour Relations
MOH	-	Ministry of Health
MSLC	-	Middle School Leaving Certificate
NHIS	-	National Health Insurance Scheme
NLC	-	National Labour Commission
PSC	-	Public Services Commission
PSC HRM Manual	-	Public Services Commission H R M Manual
PSJSNC	-	Public Services Joint Standing Negotiating Committee
SONA	-	State of the Nation's Address

- SSCE - Senior Secondary Certificate Examination
- WASSCE - West Africa Senior Secondary Certificate Examination

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CHAPTER 1

INTRODUCTION

SECTION 1.1 - PREAMBLE

The provisions and procedures in this document contain the general Conditions of Service (Collective Agreement) by the Ghana Medical Associations on behalf of the employees on the one part, and government/Ministry of Health and its Agencies (the employer) on the other part.

This document is designed to motivate employees of GHS, Teaching Hospitals and other Agencies of the Ministry as well as guide management in appropriate decision-making in respect of negotiating the Conditions of Service for its employees.

SECTION 1.2 – ESSENTIAL SERVICES

All provisions on essential service in the Labour Act, 2003 (Act 651), shall apply to both the employer and the employee.

SECTION 1.3 - DISPUTE RESOLUTION

In the event of a dispute arising out of the interpretation of any part of this document, where the parties cannot reach an agreement, the subject matter in dispute shall be dealt with in accordance with the provisions of the Labour Act, 2003 (Act 651) or any other subsequent enactment thereto.

SECTION 1.4 - SCHEME OF SERVICE

There shall be a Scheme of Service for all categories of employees making up institutions in the sector and these shall be designed to ensure the:

- i. establishment of clearly defined requirements for recruitment, promotion and progression,
- ii. promotion of policies that recognise and encourage merit,
- iii. provision of clearly defined career structures to attract and retain suitably qualified personnel for the sector, and
- iv. facilitation of an effective succession planning.

The Scheme of Service shall specify:

- i. requirements and mode of entry,
- ii. job title,
- iii. duties and responsibilities,

- iv. job purpose, skills and competencies,
- v. mode of progression,
- vi. duties assigned to each post or grade,
- vii. requirements for career progression,
- viii. career development; and
- ix. any other matters that may be included in the Scheme of Service

SECTION 1.5 - EFFECTIVE DATE

This Conditions of Service document shall form the basis for negotiations of Conditions of Service for Ghana Public Sector Health Workforce.

The Effective Date shall be subject to the 2016 Appropriation Act. Thus, *The Negotiated Conditions of Service shall come into force from 1st January, 2016*

The negotiated Conditions of Service shall come into force on the date it is signed.

SECTION 1.6 - DEFINITIONS

In this Conditions of Service document, unless the context otherwise requires;

1.6.1 “**Department**” shall mean a Department in an Agency in the health sector

1.6.2 “**Dependant**”– shall mean a spouse, or a child not above the age of eighteen (18) years. *This is consistent with Article 28(5) of the 1992 Constitution.* 1.6.3 “**Family**” shall mean an employee, spouses (1) and four (4) children not above the age of eighteen (18) years.

1.6.4 “**General Conditions**” – shall refer to conditions or benefits that apply to all employees, or employees regardless of rank or other status, e.g. Salaries, Medical Care, Annual Leave, etc.

1.6.5 The use of the masculine shall connote the feminine.

1.6.6 “**Junior Employees**” shall mean any employee occupying a post of categories D and E.

1.6.7 “**Labour Act**” - Labour Act shall mean Labour Act, 2003 (Act 651) or any subsequent enactment thereto.

1.6.8 “**Leave Year**” shall mean the calendar year (1st January to 31st December).

1.6.9 “**Medical Employee**” shall mean medical doctor or dentist.

- 1.6.10 **“On-Call Duty Facilitation Allowance”** shall mean an allowance payable to medical employees to compensate them for being called to provide services outside their normal work schedule
- 1.6.11 **“Per Diem”** shall imply a daily allowance for expenses – a specific amount of money an organisation (Agency) gives an individual, often an employee, per day to cover living expenses when travelling for work outside the employee’s normal place of work. A per diem may include part or all of the expenses incurred.
- 1.6.12 **“Permanent Employee”** shall mean an employee engaged by an Agency who is neither temporary, casual, (as defined by the Labour Act, 2003 (Act 651) nor engaged on contract).
- 1.6.13 **“Posting”** shall mean the movement of employees in an Agency from one station to another station or from place of recruitment to first place of work.
- 1.6.14 **“Rank or Grade or Category-Related Conditions”** – shall mean those conditions and benefits applicable only to certain grades or categories of employees working in specific positions, work locations and risk environments.
- 1.6.15 **“Secondment”** shall imply the temporary movement of a staff of an Agency to an organisation in the Public Services.
- 1.6.16 **“Senior Employees”** shall mean any employee occupying a post of categories A, B and C.
- 1.6.17 **“Sponsorship”** shall imply study Leave With Pay only, study Leave With Pay plus tuition fees and or stipend, air ticket, etc.
- 1.6.18 **“Spouse”** shall imply the person named on an employee’s personal records form as a husband or wife.
- 1.6.19 **“Study Leave”** - Study Leave is a leave of absence granted with or without pay to an employee for the reason of undertaking an approved training course.
- 1.6.20 **“Transfer”** shall imply the movement of an employee from an Agency to another within the Ministry or to another Agency within the Public Services of Ghana.
- 1.6.21 **“Working Days”** shall mean Monday to Friday excluding statutory public holiday(s).

SECTION 1.7 - TYPES OF SERVICE CONDITIONS

The types of service conditions specified in this document are:

- i. general conditions,
- ii. grade or category-related conditions, and
- iii. professions-based conditions.

SECTION 1.8 - CATEGORIES OF EMPLOYEES

Employees within the GHS, Teaching Hospitals and other Agencies under the Ministry shall be categorised into five (5) main classes for administration of the Conditions of Service as per the Ministry's HRHD Regulations as follows:

SECTION 1.9 - REVIEW

The negotiated and signed Conditions of Service document emanating from this Conditions of Service document shall be subject to periodic review. The review shall be initiated by either the employer or Ghana Medical Association upon giving two (2) months' notice. In the case of employee, the notice should be sent to the Minister of Health and in the case of the employer, the notice should be sent to the head of the employee's Union or Association.

CHAPTER 2

EMPLOYMENT (RECRUITMENT AND SELECTION)

INTRODUCTION

Recruitment and selection processes and procedures shall be in accordance with the Policy on Appointment for Agencies under the Ministry.

SECTION 2.1 - APPOINTMENT LETTERS

All newly recruited medical doctor or dentist shall be given an appointment letter, which shall indicate the following:

- i. grade/job title,
- ii. type of appointment,
- iii. effective date of appointment,
- iv. end date where applicable,
- v. probationary period,
- vi. salary scale and starting point,
- vii. allowances,
- viii. reference to the Conditions of Service/ Collective Agreements, and
- ix. any other relevant documents.

SECTION 2.2 - DECLARATION OF PERSONAL DATA & HISTORY

On appointment, the employer shall request a medical doctor or a dentist to furnish all or any of the following information as may be appropriate from time to time:

- A. A Personal History Form indicating:
 - (a) full name,
 - (b) social security number,
 - (c) national identification number,
 - (d) date of birth,
 - (e) sex / gender,
 - (f) nationality,

- (g) home town,
- (h) residential address,
- (i) email address,
- (j) postal address,
- (k) telephone number (fixed or mobile),
- (l) previous employment, if applicable,
- (m) educational background,
- (n) marital status,
- (o) spouse (name , address and phone number),
- (p) names and dates of birth of dependants,
- (q) next of kin (name , address and phone number),
- (r) person to contact in case of emergency (name, address and phone number).

SECTION 2.3 - ENGAGEMENT AFTER RETIREMENT

2.3.1 A medical doctor or a dentist who attains the compulsory retirement age may be engaged for a limited period of not more than two (2) years at a time but not exceeding five (5) years in all subject to the following conditions:

- i. exigencies of the service,
- ii. the medical doctor or dentist possesses special skills, knowledge, experience and qualification not readily available or in short supply in the Agency,
- iii. medical fitness evidenced in a medical report by a licensed or registered medical practitioner in good standing with the Medical and Dental Council within each contract period,
- iv. there must be no disciplinary action pending against the applicant,
- v. there must have been a recommendation by the respective Agency, and
- vi. such other terms and conditions as the appointing authority may determine.

2.3.2 The medical employee shall be put on the salary scale point on which he retired.

SECTION 2.4 - RE-INSTATEMENT

2.4.1 A medical doctor or a dentist whose contract has been unfairly terminated shall be reinstated based on one of the following:

- (a) upholding of a petition or an appeal against the decision of the disciplinary authority by the head of organisation or the governing board or any lawfully constituted body,
- (b) on the order of the National Labour Commission (NLC), where there is no reasonable cause for appeal,
- (c) ruling by a court of competent jurisdiction,
- (d) in the case of termination arising from administrative error or mistake, a comprehensive report from the Head of Institution.

2.4.2 In terms of the conditions in paragraph 2.4.1, the grade of re-entry as well as the salary and other related conditions shall be informed by the decision of the disciplinary authority granting the petition or appeal, NLC, court or head of institution.

SECTION 2.5 - PROBATION AND CONFIRMATION

2.5.1 - PROBATION PERIOD

Newly recruited medical doctor or dentist shall be on probation for a period of six (6) months for junior officers and nine (9) months for senior officers. However, in both cases, the employer may extend the probation for a period of three (3) months for stated reasons upon performance appraisal.

2.5.2 - TERMINATION OF APPOINTMENT

An appointment may be terminated in writing by the Appointing Authority if, a medical doctor's or a dentist's performance and/or conduct does not meet the expected standards within the period of probation. The medical doctor or dentist shall be entitled to a one (1) month notice or a one (1) month salary in lieu of notice.

2.5.3 - CONFIRMATION OF APPOINTMENT

Unless informed in writing to the contrary, a medical doctor or a dentist who has completed his probationary period shall be deemed to have been confirmed.

SECTION 2.6 - INDUCTION AND ORIENTATION OF NEW MEDICAL DOCTOR OR DENTIST

The employer shall officially organise a structured reception, orientation and induction for newly appointed employee(s).

SECTION 2.7 - HOURS OF WORK

The hours of work of a medical doctor or a dentist shall be a maximum of eight (8) hours a day or forty (40) hours a week except for cases expressly provided for under the Labour Act 2003 (Act 651) Sections 33 and 34.

CHAPTER 3

MOVEMENT OF MEDICAL DOCTOR OR DENTIST WITHIN AND OUTSIDE AGENCIES

Movement of medical doctor or dentist within and outside Agencies shall be in line with Posting Policy and Guidelines of the Ministry.

SECTION 3.1 - POSTING

- 3.1.1 A medical doctor or a dentist shall be stationed or posted to where his services are considered most useful in the interest of the Agency.
- 3.1.2 A medical doctor or a dentist shall serve at any place where the employer operates to which he is posted in the interest of the employer and may be required to proceed on re-posting either temporarily or permanently to any of the employer's stations in Ghana.
- 3.1.3 Where the posting is intended to be more than two (2) years a reasonable period of not less than three (3) months' notice shall be given to the employee.
- 3.1.4 The employer shall not post a medical doctor or a dentist with disability to another station if the posting may worsen his condition.
- 3.1.5 An employer may permit a medical doctor or a dentist upon request to be posted to join the spouse or to a station close to the station of the spouse when the exigencies of the Agency allow it.
- 3.1.6 As far as possible, postings shall be done before the commencement of each academic year to enable medical doctor or dentist to arrange for schools for their wards where necessary.

Posting shall, under no circumstance, be used as a punitive measure.

SECTION 3.2 - TRANSFER

A medical doctor or a dentist of an Agency may be transferred to another Agency under the Ministry or from an Agency in the health sector to another Agency in the Public Services and vice versa in line with the PSC's HRM Manual.

Transfer shall, under no circumstance, be used as a punitive measure.

SECTION 3.3 - SECONDMENT

A medical doctor or a dentist of an Agency may be seconded to another Agency under or outside the Ministry in line with the Posting Policy and Guidelines of the Ministry.

CHAPTER 4

SALARIES AND ALLOWANCES

SECTION 4.1- SALARIES

4.1.1 - Payment of Salaries

- i. The salary payable to a medical doctor or a dentist shall be in accordance with the structure as approved by government.
- ii. The salary level and point of entry in the salary scale of a newly appointed employee shall be indicated in the appointment letter.
- iii. In determining the point of entry, experience and qualifications relevant to the post shall be taken into account as defined in the Scheme of Service.
- iv. All salaries shall be paid monthly directly through a bank in Ghana nominated by the employee.

4.1.2 - Deductions from Salary

Only statutory deductions, officially approved payments and voluntary deductions shall be effected from a medical doctor or a dentist's salary. Such payments may include the following:

- i. income tax deductions,
- ii. deductions made under the National Pensions Act, 2008 (Act 766),
- iii. repayment of loans and salary advances,
- iv. rent in respect of Government accommodation,
- v. medical doctor or dentist' Welfare or Provident Fund,
- vi. recovery of salary over-payment,
- vii. Trade Union/Association dues.

In the event of wrongful deductions, the employer shall take measures to restore the amount due to the employee.

4.1.3 - Conditions for Withholding Salary

The appropriate proportion of a medical doctor or a dentist's salary shall be withheld if:

- i. the medical doctor or dentist fails to attend duty without permission and without reasonable excuse for five (5) days and has been duly notified of the intended deduction as a disciplinary measure, or
- ii. the medical doctor or dentist resigns without giving the required notice, or
- iii. the medical doctor or dentist is relieved of his services by the Council or Governing Board of the Agency concerned, or
- iv. the medical doctor or dentist is suspended from duty, or
- v. any other condition as may be indicated in the Ministry's Scheme of Service.

4.1.4 - Salary Incremental Credit

- i. A medical doctor or a dentist shall be granted salary incremental credit within the appropriate salary scale in line with the government approved pay policy.
- ii. Where a medical doctor or a dentist receives salary on the maximum point of his salary level, he shall not earn any increment.

SECTION 4.2 - ALLOWANCES

4.2.1 - Additional Duty Allowance

- i. This allowance shall be paid to a medical doctor or a dentist who is asked in writing to take additional responsibility for a position together with his own. The rates payable shall be in line with government policy.
- ii. A medical doctor or a dentist shall not take additional responsibility for another position for a period of more than six (6) months.
- iii. A medical doctor or a dentist shall only take up additional responsibility over a job which is at the same level as he is currently holding.

4.2.2 - Posting Allowance

- i. An Agency shall be responsible for the provision of transport or payment of transport expenses for a medical doctor or a dentist who is posted. The cost of transportation shall not exceed ten (10) metric tonnes.
- ii. A medical doctor or a dentist on posting shall be paid posting allowance equivalent to one month's gross salary by the posting Agency.
- iii. The rates payable in respect of (i) and (ii) above shall be in line with government policy.
- iv. A medical doctor or a dentist who requests for posting shall not be entitled to transport or posting allowance.

4.2.3 – Temporary/Permanent Transfer Allowance

A medical doctor or a dentist shall be paid temporary/permanent transfer allowance where the medical doctor or dentist is transferred from one institution to another. The allowance payable shall be in line with government policy.

Where the transfer is at the request of the medical doctor or dentist no allowance shall be paid by the employer.

4.2.4- Transport/Traveling Allowance

Medical doctor or a dentist who have to perform authorised out of station duties without official transport shall be paid transport allowance in line with government policy.

Where the medical doctor or dentist is given official transport without fuel, the medical doctor or dentist shall be paid the appropriate fuel cost at the prevailing official rate.

4.2.5 - Vehicle Maintenance Allowance

Medical doctor or dentist eligible for vehicle maintenance allowance shall be paid same at the prevailing official rate.

4.2.6 - Kilometric Allowance

Medical doctor or a dentist who use their own means of transport for official duties shall be paid kilometric allowance at the prevailing official rate.

4.2.7 - Commuted Kilometric Allowance

A medical doctor or a dentist, entitled to official accommodation and living at a distance of 15km radius or more from his place of work and uses his own approved means of transport to work shall on application be granted a commuted kilometric allowance in accordance with prevailing official rate.

4.2.8 - Out Of Station Allowance

4.2.8.1 - Night Allowance

- i. A medical doctor or a dentist, who by the nature of his work has to spend the night away from his normal place of abode within Ghana, shall be provided with per diem at the prevailing official rate.
- ii. Where the medical doctor or dentistis accommodated but not provided with meals, he shall be paid one-third (1/3) abated per diem in line with government policy.

4.2.8.2 - Day Trip Allowance

Where the medical doctor or dentistdoes not sleep over night he shall be paid half of the night allowance in accordance with government policy.

4.2.9 - Accommodation Allowance

Where official accommodation is not available to medical doctor or dentist entitled to official accommodation, rent allowance of 20% of their basic monthly salary shall be paid.

A medical doctor or a dentist who is the only station duty post employee shall benefit from rent-free accommodation where official accommodation is available.

Where accommodation is provided to a medical doctor or a dentist who is, by virtue of his grade or otherwise, not entitled to free accommodation the appropriate rent deductions shall apply.

A medical doctor or a dentist posted to and working in a health post or health centre or a Community-based Health Planning and Services (CHPS) zone shall be provided with free accommodation in line with government policy.

4.2.10 - Fuel Allowance

A monthly Fuel Allowance of 50, 40 and 30 gallons per month shall be paid at Facility level to the respective grades of medical employees as follows:

Category	Grade	Monthly Fuel
A	Senior Specialist to Consultant	50 gallons
B	Principal Medical Officer to Specialist	40 gallons
C	House Officer to Senior Medical Officer	30gallons

4.2.11 -Warm Clothing Allowance

Warm Clothing Allowance shall be paid to a medical doctor or a dentist proceeding to a country with temperate climate for a course of study or official duty tour in line with government policy.

4.2.12 - Baggage Allowance (Freight Allowance)

Medical doctor or dentist returning from official assignments or courses overseas shall be paid baggage allowance for shipment of personal effects, books and equipment acquired through training in line with government policy.

4.2.13 – Deprived Area Allowance

Deprived Area Allowance shall be paid to a medical doctor or a dentist working in a deprived or an unpopular work area in line with government policy.

4.2.14 - On-Call Duty Facilitation Allowance

- i. A medical employee shall be paid a monthly on-call duty facilitation allowance.

- ii. Despite (i) above a medical doctor or a dentist, who is not a medical employee, but otherwise may be eligible for On-Call Duty Facilitation Allowance shall be paid same.

4.2.15 - Call-In Allowance

A medical doctor or a dentist shall be paid call-in allowance where:

- i. the medical doctor or dentist is called in as an extra hand during emergency situation or where the workload is beyond the scope of medical doctor or dentist on duty,
- ii. the medical doctor or dentist is not entitled to overtime allowance but is called to work after close of work or on weekends.

A medical employee shall not be entitled to Call-in Allowance. A medical employee or a medical doctor or a dentist who may be eligible for On-Call Duty Facilitation Allowance shall not be eligible for Call-In Allowance.

4.2.16 - Overtime Allowance

A medical doctor or a dentist who is required to work beyond the specified working hours of forty (40) hours per week shall be paid an overtime allowance.

The overtime allowance shall be calculated at the following rates:

- i. Overtime payment for work done on week days i.e. Monday to Friday shall be calculated at the rate of one and half (1.5) times of daily salary.
- ii. Overtime payment for work done on Saturdays, Sundays and other statutory public holidays shall be calculated at the rate of double time of daily salary.

4.2.17 - Commuted Overtime Allowance

This allowance shall be paid to medical doctor or dentist such as security guards, watchmen, cooks and house helps placed on twelve (12) hours duty a day. The rates payable shall be in line with government policy.

4.2.18 - Tools Allowance

Artisans (Craftsmen) who possess their own tools and use them for official duties with prior approval from the employer shall be entitled to tools allowance in line with government policy.

4.2.19 – Acting Allowance

- i. Acting Allowance shall be paid to a medical doctor or a dentist who has been requested in writing by the appointing authority to perform duties attached to the position in which he is requested to act. The duties may or may not be additional to his normal work schedule.

- ii. The medical doctor or dentist shall be paid acting allowance in line with government policy.
- iii. A medical doctor or a dentist shall not take additional responsibility for another position for a period of more than six (6) months.
- iv. Where a medical doctor or a dentist has acted for more than six (6) months the medical doctor or dentist shall be confirmed or a suitable candidate shall be recruited to fill the position.

4.2.20 - Height Allowance

A medical doctor or a dentist shall be paid a height allowance if he is required to perform a duty on towers, masts, scaffoldings and buildings that are over and above the standard height for his work. The rate payable shall be in line with government policy.

4.2.21 - Guide Allowance for Persons with Disability

This allowance shall be paid to a medical doctor or a dentist with disability who engages a guide to assist him in the performance of his official duties in line with government policy. The disability must however be certified by a Medical Board.

4.2.22 - Transport Allowance for Persons with Disability

This allowance shall be paid to a disabled employee duly certified by a Medical Board as needing a special means of transport to commute from home and work in accordance with government policy.

4.2.23 - Foreign Trip Allowance

A medical doctor or a dentist who travels outside Ghana on an official duty shall be paid stipend in accordance with government policy to cover hotel, transport and feeding. Medical Insurance shall be paid by the employer if it is required.

4.2.24 - Inducement Allowance

This allowance shall be paid to medical doctor or dentist with special skills as a way of attracting and retaining them in critical and /or underserved specialties within the health delivery system irrespective of the physical location of such facilities.

4.2.25 - Book Allowance

All hospitals and polyclinics shall establish and equip libraries with up-to-date medical literature and journals.

4.2.26 - Utility Allowance (Electricity, Water, telephone, Internet, etc.)

Utility allowance shall be paid to medical doctor or dentist who are entitled to receive same in line with government pay policy.

4.2.27 – Clothing Allowance

Clothing Allowance shall be paid to medical doctor or dentist who are entitled to receive same in line with government pay policy.

CHAPTER 5

PROMOTIONS

SECTION 5.1 - PROMOTION PROCEDURE

Promotion of medical doctor or dentist shall be in accordance with the Scheme of Service of the individual Classes and in line with the Promotion Policy and Guidelines of the Ministry.

SECTION 5.2 - CRITERIA FOR PROMOTION

- i. Depending on the grade, promotion shall be made on merit through a promotion interview.
- ii. Where a promotion test or examination is required, a medical doctor or a dentist shall not be promoted unless he passes the test or examination.
- iii. In positions with limited establishments, seniority in the current grade shall be taken into consideration when medical doctor or dentist are at par on the merit ranking scale during an interview.
- iv. Seniority shall be determined by the date of entering the grade under consideration.
- v. Where the medical doctor or dentist are still at par, seniority in their previous grade (s) shall be considered when there is still a deadlock.

SECTION 5.3 - ELIGIBILITY FOR PROMOTION

A medical doctor or a dentist is eligible for promotion after satisfying the following conditions:

- i. consistent satisfactory performance evidenced in the last 3 years appraisal reports,
- ii. participation in regular structured in-service training relevant to the job of the employee,
- iii. served in present grade for three (3) years if promotion is from the 1st grade level and five (5) years if promotion is an elevation beyond the 1st grade level,
- iv. medical doctor or dentist located in places which are officially deemed to be deprived shall serve one (1) year less than the normal number of years of service required for promotions,
- v. employee should not have been alleged to have committed a major offence which is under investigation,
- vi. medical doctor or dentist in professions regulated by law must have a valid license,
- vii. employee shall pass an assessment interview, where applicable,

- viii. medical doctor or dentist suffering from medical conditions that are likely to affect their performance are to be referred to the Medical Board before consideration.

SECTION 5.4 - PROMOTION OUT OF TURN

Medical doctor or dentist with outstanding performance may be promoted out-of-turn upon submission of a recommendation letter and supporting documentation of achievement by head of the facility or Agency.

SECTION 5.5 - PROMOTION WHILST ON SECONDMENT

A medical doctor or a dentist on secondment shall earn normal promotion with colleagues on the same professional grade.

SECTION 5.6 - INELIGIBILITY FOR PROMOTION

A medical doctor or a dentist shall not be considered for promotion if the medical doctor or dentist is:

- i. on contract,
- ii. on probation,
- iii. under disciplinary action,
- iv. on study leave,
- v. for any other reason specified in the Scheme of Service not eligible for promotion.

Despite (iv) above, a medical doctor or a dentist is entitled to promotion upon completion of the Study Leave and resumption of duty.

CHAPTER 6

HEALTH, SAFETY AND WELLBEING

SECTION 6.1 - HEALTHCARE

6.1.1 - Healthcare

Medical doctor or dentist, their spouses and dependants and retired medical doctor or dentist shall subscribe to and take full advantage of the NHIS.

The Ministry of Health and its Agencies shall be responsible for:

- i. the healthcare needs of medical doctor or dentist, their spouses (1) and four (4) dependants and retired medical doctor or dentist and their spouses (1) outside the NHIS,
- ii. preventive Healthcare (including vaccinations, annual medical/dental checkups, health screening services),
- iii. curative – Medical and Surgical procedures (including Cardiology, Cardiac Surgery, Oncology, Dialysis, Reproductive, Maternal and Child Health),
- iv. restorative Healthcare including rehabilitation, addiction management, dentures and physiotherapy,
- v. psychiatric and psychological care,
- vi. ophthalmology and optical services,
- vii. dental care,
- viii. pharmaceutical services (including medication outside the NHIS Medicines list),
- ix. laboratory and imaging services (diagnostic services); and
- x. alternative healthcare except that the traditional medical practitioner must be certified and registered by the Traditional Medical Council under the Ministry.

In all of these cases, the cost of medical care shall be borne by the NHIS and where it exceeds NHIS, the Service shall bear the extra cost.

6.1.2 - Access to Healthcare

Medical doctor or dentist, their spouses (1) and dependants (4) and retirees and their spouses (1) shall access healthcare services in a government hospital.

Where there is no government hospital in the area in which a medical doctor or a dentist lives, the medical doctor or dentist shall access healthcare in an accredited health facility.

In this regard medical doctor or dentist, their spouses (1) and dependants (4) and retirees and their spouses (1) shall be provided with all Primary, Secondary and Tertiary healthcare services available in the country.

6.1.3 - Payment for Healthcare Services

- i. Medical doctor or dentist in Sub-district healthcare facilities like CHPS compounds where some Primary, Secondary and Tertiary healthcare services are not available shall be catered for by the District Health Directorate, Regional Health Directorate and Headquarters of the relevant Agencies and the Ministry in that order.
- ii. The above provision shall also apply to retirees and their spouses (1) who live in Sub-districts upon retirement.

Refund Guidelines shall be developed by the Ministry then submitted to FWSC for prior consideration before dissemination and circulation to all Agency heads and their medical doctor or dentist.

SECTION 6.2 - OCCUPATIONAL HEALTH AND SAFETY

A medical doctor or a dentist incapacitated by disease or injury arising out of and in the course of employment shall be compensated in accordance with the Workmen's Compensation Act, 1987 (PNDCL 187) and/or the Labour Act, 2003 (Act 651).

In all cases of disease or injury under this section the employer shall pay all medical expenses in respect of the disease or injury.

6.2.1 - The employer shall make reasonable and appropriate provisions for the health and safety of medical doctor or dentist at the workplace.

6.2.2 - The employer shall maintain standards of safety and health in their facilities in order to prevent workplace accidents, injuries and illnesses.

6.2.3 – A medical doctor or a dentist shall comply with safety regulations at the workplace.

6.2.4 - Occupational Health, Safety and Environment Committees shall be established in all facilities by the Ministry. The Committee shall operate in accordance with the policy and procedures set up in addition to the following safety conditions:

- i. the employer shall ensure that every worker works under satisfactory, safe and healthy conditions,
- ii. the employer shall provide and maintain at the work place, plant and systems that are safe and are without risk to the health of the medical doctor or dentist,
- iii. the employer shall supply and maintain at no cost to the medical doctor or dentist adequate safety appliances, suitable fire-fighting and personal protective clothing and train the workers in the use of the appliances or the equipment so supplied, and

- iv. The employer shall provide separate and suitable facilities for workers employed to use as changing rooms for male and female workers.

SECTION 6.3 - UNIFORMS AND PROTECTIVE CLOTHINGS

Medical doctor or dentist required to be in uniform or protective clothing during official duty shall receive a minimum of a set of three (3) uniforms or appropriate protective clothing per year as appropriate in line with government policy.

SECTION 6.4 - RECREATION FACILITIES

The employer may provide facilities for recreation to promote employee wellbeing.

CHAPTER 7

LOANS AND ADVANCES

SECTION 7.1 - STAFF VEHICLE HIRE PURCHASE SCHEME

The Ministry shall maintain the existing Staff Vehicle Hire Purchase Scheme subject to availability of funds.

SECTION 7.2 – CAR LOAN

A medical doctor or a dentist may apply for salary advance to purchase a means of transport or re-condition his personal means of transport being used for official duties in line with the Ministry's Policy and Guidelines subject to availability of funds.

7.2.1 – Eligibility:

- i. A medical doctor or a dentist shall not be granted a vehicle purchase loan where he has an outstanding vehicle purchase Loan.
- ii. Loans to purchase vehicle shall not be offered to medical doctor or dentist below category C.
- iii. Applicants must have served continuously for a minimum of five (5) years without adverse disciplinary or performance findings/reports.
- iv. Service in deprived areas shall be an advantage.

7.2.2 – Duration of Repayment:

The maximum repayment period shall be 7 years subject to government policy on the repayment of such loans.

SECTION 7.3 - HOUSING LOAN /HOUSING SCHEME

The employer may assist medical doctor or dentist who have served for a continuous period of not less than ten (10) years to secure loans to build their own residential houses provided the employer shall not be held liable in the event of any default.

A Housing Scheme may be instituted by the employer to enable medical doctor or dentist to acquire their own houses.

SECTION 7.4 - SALARY ADVANCE

7.4.1 - Permanent medical doctor or dentist of the Ministry may on application be granted salary advance not exceeding three (3) months' salary once a year subject to the availability of funds and in line with government policy.

7.4.2 - Institutions may grant salary advances to new medical doctor or dentist whose salary payment has delayed.

7.4.3 - The salary advance shall be repaid over twelve (12) months duration through monthly deductions at source.

SECTION 7.5 - RENT ADVANCE

A medical doctor or a dentist may be granted rent advance amounting up to six (6) months of his basic salary subject to the availability of funds and the rent advance shall be repaid over twenty four (24) months duration through monthly deductions at source.

SECTION 7.6 - SPECIAL ADVANCE

In the event of verified death of a spouse, child, or parent a medical doctor or a dentist may be granted a special loan to meet the obligation imposed on him by such development subject to availability of funds.

Repayment of such loan shall be over a twenty-four (24) month period, through monthly deductions from the employee's salary at source.

SECTION 7.7 - REPAYMENT OF LOANS AND ADVANCES

- i. The total monthly repayment of all advances and loans shall not exceed 40% of the gross pay of a medical doctor or a dentist.
- ii. Loans and advances granted to medical doctor or dentist shall be paid back in full within specified periods. Any loan or advance that may be outstanding against a medical doctor or a dentist at the time of leaving the employment or on the death of the medical doctor or dentist shall be recovered from any entitlements that may be due him.

CHAPTER 8

LABOUR RELATIONS AND DISCIPLINE

SECTION 8.1 - LABOUR RELATIONS

The employer shall ensure that GMA activities are not stifled at the work place in accordance with the Labour Act, 2003 (Act 651) and Regulations made under the Act. The parties shall, at all times, act in good faith.

SECTION 8.2 - DISCIPLINE

A medical doctor or a dentist whose act of commission or omission brings the name of his Agency or Institution into disrepute shall be sanctioned in accordance with the Code of Conduct and Disciplinary Procedures of the Agency or Institution and in line with the Labour Act 2003, (Act 651).

CHAPTER 9

TRAINING OPPORTUNITIES

SECTION 9.1 - INTRODUCTION

The employer shall develop the medical doctor or dentist by way of training and re-training them in accordance with the Labour Act, 2003 (Act 651) and Regulations made under the Act and the requirements of the Administrative and Standard Operating Procedures of the Ministry.

For the avoidance of doubt, the training shall be conducted in conformity with the Structured In-service, Post-basic, Postgraduate and Fellowship Training Policy and Guidelines of the Ministry.

SECTION 9.2 - SPONSORSHIP FOR TRAINING

The employer may sponsor a medical doctor or a dentist to attend an approved training programme at home or abroad subject to availability of funds.

SECTION 9.3 - BONDING

A medical doctor or a dentist sponsored for training by the Ministry/Agency shall be bonded in line with government policy.

SECTION 9.4 - ADDITIONAL QUALIFICATIONS

Additional qualification shall be recognised by the employer for the purpose of appointment and progression if:

- i. the applicant has satisfied the Study Leave policy,
- ii. it is an approved course of study by the Agency,
- iii. it is relevant to the Agency,
- iv. it is directly related to and considered an added knowledge to the primary qualification of the employee,
- v. it is registered with a recognised and relevant regulatory and or professional body in Ghana where applicable,
- vi. it is from a recognised and accredited training institution.

CHAPTER 10

TYPES OF LEAVE

SECTION 10.1 - INTRODUCTION

Where a medical doctor or a dentist has permission not to be at post and is not performing any assigned official duties out of post, he shall be deemed to have taken Leave. Leave is also a vital human resource management (HRM) instrument at the disposal of employers to ensure the promotion of a healthy and productive workforce.

All Leave shall be administered in line with the PSC HRM's Leave Policy and Manual and the Labour Act, 2003 (Act 651).

A medical doctor or a dentist may be entitled to any of the following types of Leave:

- i. Annual Leave,
- ii. Casual Leave,
- iii. Maternity Leave,
- iv. Paternity Leave,
- v. Sick Leave,
- vi. Study Leave With Pay,
- vii. Study Leave Without Pay,
- viii. Compassionate Leave,
- ix. Disembarkation Leave,
- x. Leave Without Pay,

SECTION 10.2 - ANNUAL LEAVE

An Annual Leave is an earned leave period of rest from work granted to a medical doctor or a dentist with full pay within the calendar year. The Annual Leave calendar year shall be from 1st January to 31st December.

Each employee is entitled to enjoy his Annual Leave. Any agreement to relinquish the entitlement to Annual Leave or to forgo such Leave is void.

10.2.1 - Part-leave

This is any portion of a medical doctor or a dentist's Annual Leave granted him.

10.2.2 - Deferred leave

Annual Leave may be deferred to be enjoyed in another year upon request by the medical doctor or dentist subject to the appropriate approvals.

Where the exigencies of work do not permit or allow the medical doctor or dentist to take his Annual Leave, the employer may request the medical doctor or dentist to defer his Annual Leave.

Annual Leave shall not be deferred beyond one year.

The reason(s) for the leave deferral should be properly documented in writing by the approving authority.

10.2.3 - Forfeiture of Annual Leave

Annual Leave not taken in any year or not approved to be carried over to the following year will be forfeited.

10.2.4 - Duration of Annual Leave

The number of days of Annual Leave available to medical employees shall be 36 working days.

10.2.5 - Resumption of Duty After Annual Leave

A medical doctor or a dentist shall resume duty on the working day immediately preceding the date of expiry of his Annual Leave. A medical doctor or a dentist who unjustifiably overstays his Annual Leave for a period of ten (10) working days consecutively shall be deemed to have vacated his post. Where a medical doctor or a dentist overstays his Annual Leave for less than ten (10) working days without reasonable cause, he shall be sanctioned in accordance with the Agency's Code of Conduct and Disciplinary Procedures.

SECTION 10.3 - CASUAL LEAVE

Casual Leave is a short leave of absence granted to a medical doctor or a dentist after he has exhausted his Annual Leave. Every full time employee of the Service may be granted Casual Leave up to ten (10) working days within a calendar year.

SECTION 10.4 - COMPASSIONATE LEAVE

A medical doctor or a dentist shall be granted Compassionate Leave not exceeding ten (10) working days under special circumstances including tragedy involving a medical doctor or a dentist or the immediate family that is, father, mother, spouse, child or ward of the medical doctor or dentist not exceeding ten (10) working days. Compassionate Leave shall not be deducted from Annual Leave.

SECTION 10.5 - MATERNITY LEAVE

- i. A female employee who is pregnant shall be entitled to at least twelve (12) weeks Leave With Pay to enable her deliver and nurse her baby. Maternity Leave shall be additional to Annual Leave entitlement.
- ii. The period of Maternity Leave shall be extended for at least two additional weeks where the confinement is abnormal or where in the course of the same confinement two or more babies are born.
- iii. A female employee shall apply for maternity leave by sending their medical certificate to their immediate supervisors who shall in turn forward it for the consideration of the approving authority.

On resumption of duty a nursing mother shall be allowed two (2) hours off duty for the nursing of the child up to a period of twelve (12) months.

SECTION 10.6 - PATERNITY LEAVE

A male employee is entitled to five (5) working days Paternity Leave to support his registered spouse (1) who has given birth. Paternity Leave is subject to the submission of a Medical Certificate by the medical doctor or dentist to an immediate supervisor who shall intend forward it for the consideration of the approving authority.

SECTION 10.7 - SICK LEAVE

10.7.1 - A medical doctor or a dentist who is unable to attend duty through illness or other medical cause, shall send a written notice to the head of Department or Directorate of the medical doctor or dentist as soon as practicable.

10.7.2 - The medical doctor or dentist shall obtain an Excuse Duty Form from a registered medical practitioner to cover absence from duty for medical reasons on account of sickness stating:

- (a) the cause of absence, and
- (b) the probable date of assumption of duty.

10.7.3 - Requirements for Sick Leave

- (1) Where a medical doctor or a dentist suffers from an illness which necessitates continued absence from duty for a period of up to one (1) week, the medical doctor or dentist shall furnish the head of Department or Directorate of the medical doctor or dentist with a medical report from a registered medical practitioner.
- (2) Where the illness requires the continued absence from duty beyond the period of one (1) week, the medical doctor or dentist may be dispensed from discharging duties without

loss of salary for a period of not more than six (6) months including the date the first dispensation was granted.

- (3) Where an illness necessitates the absence from duty of a medical doctor or a dentist beyond the period of six (6) months, the Agency may extend the dispensation for a further six (6) months.
- (4) A medical doctor or a dentist granted dispensation is required to furnish the Head of the Agency with a report from a registered medical practitioner at intervals of one month from the date of the first report.
- (5) If the medical doctor or dentist is unable to resume duty at the end of the dispensation period, the Head of the Agency shall require a certificate from a Medical Board appointed by the Agency for that purpose.

For the avoidance of doubt, a medical doctor or a dentist shall be entitled to Sick Leave With Pay as follows:

- i. First year - full salary
- ii. Second year - half (½) salary during the pendency of the Medical Board's report

10.7.3.1 - Taking Sick Leave

Medical doctor or dentist are required to send their medical reports or certificates to their immediate supervisors who are expected to forward them for the attention of the approving authority.

Heads of facilities are required to notify the approving authority when a medical doctor or a dentist remains on Sick Leave for more than one year.

SECTION 10.8 - STUDY LEAVE WITH OR WITHOUT PAY

A medical doctor or a dentist is entitled to Study Leave With Pay. As much as practicable all staff must be given the opportunity of Study Leave.

To qualify for study Leave With Pay the medical doctor or dentist must satisfy the following requirements:

- i. the medical doctor or dentist must have served for a minimum of three (3) years. However, medical doctor or dentist working in deprived or hard-to-reach areas may be eligible for Study Leave With Pay after a minimum of two (2) years continuous service in such locations.
- ii. in the case of a medical employee, he shall serve for two (2) years on first appointment to qualify for Study Leave With Pay to undertake programmes in deprived specialties. For

other specialties, medical doctor or dentist will have to serve three years to be eligible for study leave.

- iii. a medical doctor or a dentist serving in deprived areas would require one (1) year post house job to be eligible for Study Leave With Pay.
- iv. a medical doctor or a dentist above fifty (50) years shall not qualify for Study Leave With Pay for courses beyond three (3) years.
- v. there must be no disciplinary action pending against a medical doctor or a dentist applying for study leave.
- vi. the medical doctor or dentist should not be under any existing bond. However, medical doctor or dentist under the Ministry's bond may be granted a waiver by the Agency.
- vii. a medical doctor or a dentist wishing to pursue sandwich or part-time programmes shall obtain approval after serving for a minimum of three (3) years. Where the medical doctor or dentist does not obtain the necessary approval, certificates obtained on completion of such programmes shall not be automatically recognised for promotion, upgrading or conversion.

Upon completion of membership programmes, medical doctor or dentist shall serve one year before undergoing a fellowship programme under any established and recognised postgraduate college.

SECTION 10.9 - LEAVE WITHOUT PAY

A medical doctor or a dentist may be granted Leave Without Pay to enable him:

- i. take care of uncontrollable events that interfere with their ability to meet their employment responsibility,
- ii. undertake paid consultancies and other income generating activities,
- iii. join spouse who is overseas on business, on training, or on an attachment course in the case of married medical doctor or dentist.

A medical doctor or a dentist on such leave of absence without pay shall have no rights reserved, and shall not be entitled to salary, promotion, annual leave, seniority and or other benefits in respect of such absence. That is to say, such period of absence which is regarded as a temporary break in service will not count as service with the respective Agency.

10.9.1 - Period Granted

A medical doctor or a dentist may be granted leave of absence without pay for a period not exceeding two (2) years. A minimum interval of four (4) years must, however, elapse before he may be considered again for such similar leave of absence without pay.

10.9.2 - Conditions for the grant of Leave Without Pay

To be eligible for Leave Without Pay, the medical doctor or dentist must satisfy the following requirements:

- i. 3 years continuous service after first appointment or re-appointment.
- ii. the employee's absence does not have an adverse effect on the job,
- iii. there must be no disciplinary action pending against the employee,
- iv. the medical doctor or dentist must not be indebted to the Government of Ghana,
- v. the medical doctor or dentist must not be under any form of bond, and
- vi. the medical doctor or dentist must be prepared to vacate his official accommodation within three (3) months of the commencement of the Leave Without Pay.

SECTION 10.10 - DISEMBARKATION LEAVE

A medical doctor or a dentist who returns from abroad to resume duty after an approved course of study shall be granted Disembarkation Leave. The doctor or dentist shall first report for duty and then apply for Disembarkation Leave using the Employee Annual Leave Application Form.

A medical doctor or a dentist shall enjoy disembarkation leave as indicated below:

- i. three to six months course – *five (5)* working days,
- ii. one year and above course – *ten (10)* working days.

CHAPTER 11

DISENGAGEMENT (LEAVING THE SERVICE)

SECTION 11.1 - VACATION OF POST

A medical doctor or a dentist who absents himself from duty without permission or reasonable cause for more than ten (10) working days consecutively shall be deemed to have vacated his post.

- i. The medical doctor or dentist shall be notified and given the opportunity to show reasonable cause, in accordance with due process, why his employment should not be terminated.
- ii. A letter of termination shall be written to the medical doctor or dentist after all attempts at reaching the person prove futile.

SECTION 11.2 - COMPULSORY RETIREMENT

A medical doctor or a dentist shall be required to retire compulsorily from the Service on attaining the statutory retirement age in accordance with Article 199 of the Constitution of Ghana.

SECTION 11.3 - VOLUNTARY RETIREMENT

A medical doctor or a dentist may retire voluntarily any time after the statutory age of forty-five (45) years in accordance with Article 199 (2) of the Constitution of Ghana. However, such a medical doctor or a dentist must provide three (3) months' notice to the employer.

SECTION 11.4 - RETIREMENT ON MEDICAL GROUNDS

A medical doctor or a dentist may be retired on medical grounds following the recommendation of a certified Medical Board. Such a retired employee shall enjoy all retirement benefits accruing to him in line with the government policy on retirement and pension.

SECTION 11.5 - RESIGNATION

- i. A medical doctor or a dentist may resign from an Agency after serving or redeeming his or her bond, meeting all disciplinary and financial obligations to the Agency and giving three (3) months' notice for category C and above and one (1) month's notice for categories D & E or three (3) months' or one (1) month basic salary respectively, in lieu of the notice.
- ii. The appropriate appointing authority shall grant the resignation. Medical doctor or dentist are required to wait until approval is conveyed to them before proceeding on the resignation.

- iii. A medical doctor or a dentist who leaves before obtaining approval shall be deemed to have vacated his post.
- iv. A medical doctor or a dentist who resigns from an Agency and later returns for re-engagement may be considered based on the availability of vacancy. Placement shall be based on his current qualification and experience.

SECTION 11.6 - TERMINATION OF APPOINTMENT

- i. A short term or probation employee may have his appointment terminated at the instance of the Agency if he fails to meet the conditions governing his appointment as indicated in his letter of appointment and job description.
- ii. At the expiration of a contract or temporary engagement of a medical doctor or a dentist, his services shall be deemed to have been terminated unless his appointment is renewed.
- iii. The employer may terminate the appointment of a medical doctor or a dentist by giving him three (3) months' basic salary for Categories C and above and one (1) month's basic salary for categories D & E respectively in lieu of notice or in the alternative in line with Section 17 of the Labour Act, 2003 (Act 651).

SECTION 11.7 - DISMISSAL

A medical doctor or a dentist may be summarily dismissed for a gross misconduct or non-performance following appropriate disciplinary process or performance review as the case may be in accordance with the Code of Conduct and Disciplinary Procedures of the respective Agency.

SECTION 11.8 - REDUNDANCY

Where the services of a medical doctor or a dentist are no longer required he may be made redundant, retrenched or redeployed. A medical doctor or a dentist affected by redundancy shall be duly compensated in accordance with Section 65 of the Labour Act, 2003 (Act 651).

Should any subsequent opportunities arise, a medical doctor or a dentist whose appointment was terminated on account of redundancy should be given preference.

SECTION 11.9 - TRANSFER TO ANY OTHER APPROVED EMPLOYMENT

- i. The Head of Agency may grant a medical doctor or a dentist permission to be transferred to another part of the Public Services. A medical doctor or a dentist so transferred shall sever links with the previous institution.
- ii. A medical doctor or a dentist under bond or disciplinary action shall not be eligible for transfer.
- iii. The service of a transferred employee shall be deemed to be continuous from the previous employment. A transferred employee shall go with his service years in the case of a medical doctor or a dentist under CAP 30 as appropriate or his Pension Contribution.

- iv. A transferred employee shall not lose any accrued benefits. He shall however make good all indebtedness to the Agency before leaving.

SECTION 11.10 - RETIREMENT AND PENSION

- i. A medical doctor or a dentist shall contribute towards his retirement benefit under the National Pensions Act, 2008 (Act 766).
- ii. “A medical doctor or a dentist who retires from the Agency shall qualify to draw pension in accordance with government policy on retirement and pensions”.

SECTION 11.11 - CERTIFICATE OF SERVICE

A medical doctor or a dentist on leaving the Agency shall be given a Certificate of Recognition indicating his service record, disengagement status and other commendations if any.

SECTION 11.12 - FUNERAL GRANT

Where a medical doctor or a dentist loses a registered spouse or child, the employer shall pay funeral grant in accordance with government policy.

In the event of the death of a permanent employee whilst in active service:

- (a) A cash donation at the official prevailing rate shall be paid to his family (spouse and children) or next of kin.
- (b) The employer shall also provide:
 - i. a coffin or cash in lieu,
 - ii. free public mortuary services or fees for a maximum of three (3) months (including cost of autopsy),
 - iii. cash or drink donation,
 - iv. vehicle(s) or cash for conveying the deceased and sympathisers to his hometown or place of burial as the case may be,
 - v. vehicle or cash to convey the deceased’s family and personal effects to his hometown in Ghana.
- 1. The spouse and children of the deceased employee shall be allowed to live in the house or other living accommodation provided by the Ministry or government, which the deceased was occupying at the time of his death for a maximum of six (6) months from the date of death of the employee.
- 2. The payment of salaries and other emoluments due to the medical doctor or dentist shall cease at the end of the month in which the medical doctor or dentist died.

3. All accrued benefits due the deceased employee shall be paid to his next of kin.

CHAPTER 12

MISCELLANEOUS

LEGAL ASSISTANCE

The Agency shall provide or facilitate the provision of legal counsel for a medical doctor or a dentist, who has been sued in a court of competent jurisdiction for an alleged offence committed or breach of duty in the course of his official or assigned duty.

PERFORMANCE ASSESSMENT

All medical doctor or dentist shall be assessed by their immediate superior medical doctor or dentist in accordance with the Performance Management Policy and Guidelines of the Ministry. The assessment shall highlight individual training and development needs and recommendation for appropriate reward and sanction where necessary.

CONSULTANCY SERVICE

Medical doctor or dentist of the Agencies may be permitted to undertake intramural practice in accordance with the existing policy of the Agency or Ministry.

REFERENCE DOCUMENTS

1. GHS/HRD Policies (Appointment, Promotion, Postings, Leaves, In-service Training and Guidelines for implementation)
2. Collective Agreement – Christian Health Association of Ghana (CHAG) / Health Services Workers’ Union (HSWU)
3. Ghana Medical Association (GMA) Memoranda of Understanding (MOU) with Ministry of Health
4. Labour Act, 2003 (Act 651)
5. 1992 Constitution of the Republic of Ghana
6. Occupational Health & Safety Policy
7. National Pensions Act, 2008 (Act 766)
8. GHS Code of Conduct and Disciplinary Procedures
9. Public Services Commission Human Resource Management Policy Conditions of Service and Manual for Ghana Public Services, 2015
10. Attorney General’s Department, Legal Services Regulations, 2014 (LI 2210).

IN WITNESS whereof, the parties hereto have caused this Conditions of Service for Ghana Public Sector Health Workforce to be signed on their behalf by their authorised representatives this day and year.

Dated at Accra, this **26th** day of **June, 2015**.

**SIGNED FOR AND ON BEHALF OF
MANAGEMENT**

Witness

**HON. ALEXANDER SEGBEFIA
MINISTER OF HEALTH**

**HON. HARUNA IDDRISU (MP)
MINISTER
EMPLOYMENT AND LABOUR
RELATIONS**

**SIGNED FOR AND ON BEHALF OF ALL PUBLIC
SECTOR
HEALTH LABOUR UNIONS AND
ASSOCIATIONS**

Witness

**DR KWABENA OPOKU-ADUSEI
PRESIDENT - GMA**

**DR FRANK SERBOUR
SECRETARY – GMA**