

# CHAPTER 28:01 LABOUR ACT

Acts 16/1985, 12/1992, 20/1994 (s. 19), 22/2001 (s. 4), 17/2002, 7/2005, 5/2011 (s. 18), 5/2015, 3/2016 (Part CXIV).

[Date of commencement: 15th December, 1985.]

## ARRANGEMENT OF SECTIONS

### PART I

#### *Preliminary*

- [1.](#) Short title
- [2.](#) Interpretation
- [2A.](#) Purpose of Act
- [3.](#) Application of Act

### PART II

#### *Fundamental Rights of Employees*

- [4.](#) Employees' entitlement to membership of trade unions and workers committees
- [4A.](#) Prohibition of forced labour
- [5.](#) Protection of employees against discrimination
- [6.](#) Protection of employees' right to fair labour standards
- [7.](#) Protection of employees' right to democracy in the work place

### PART III

#### *Unfair Labour Practices*

- [8.](#) Unfair labour practices by employer
- [9.](#) Unfair labour practices by trade union or workers committee
- [10.](#) Minister may prescribe further unfair labour practices

### PART IV

#### *General Conditions of Employment*

- [11.](#) Employment of young persons
- [12.](#) Duration, particulars and termination of employment contract
- [12A.](#) Remuneration and deductions from remuneration
- [12B.](#) Dismissal
- [12C.](#) Retrenchment and compensation for loss of employment on retrenchment or in terms of [section 12 \(4a\)](#)
- [12D.](#) Special measures to avoid retrenchment
- [13.](#) Wages and benefits upon termination of employment
- [14.](#) Sick leave
- [14A.](#) Vacation leave
- [14B.](#) Special leave
- [14C.](#) Weekly rest and remuneration for work during public holidays
- [15.](#) Death of employer
- [16.](#) Rights of employees on transfer of undertaking
- [17.](#) Regulatory powers of Minister
- [18.](#) Maternity leave

### PART V

#### *Advisory Councils and Wage and Salary Control*

- [19.](#) Advisory councils
- [20.](#) Minimum wage notices
- [21.](#) Prohibition of termination of services of employee
- [22.](#) [Repealed]

### PART VI

*Workers Committees: Formation and Functions*

- [23.](#) Formation of workers committees
- [24.](#) Functions of workers committees
- [25.](#) Effect of collective bargaining agreements negotiated by workers committees
- [25A.](#) Composition, procedure and functions of works councils
- [26.](#) Minister may make regulations relating to workers committees

PART VII

*Trade Unions, Employers Organizations and Federations of Trade Unions and Employers Organizations*

- [27.](#) Right to form trade unions or employers organizations
- [28.](#) Requirements for formation of trade unions and employers organizations
- [29.](#) Registration of trade unions and employers organizations and privileges thereof
- [30.](#) Unregistered trade unions and employers organizations
- [31.](#) When trade union may act as agent union
- [32.](#) Agent union to disclose other agencies
- [33.](#) Application for registration
- [34.](#) Requirements of application for registration
- [35.](#) Requirements of constitution of registered trade unions or employers organizations
- [36.](#) Registration of trade unions, employers organizations and federations
- [37.](#) [Repealed]
- [38.](#) [Repealed]
- [39.](#) Application or proposal to vary, suspend or rescind registration
- [40.](#) Variation, suspension or rescission of registration
- [41.](#) Accreditation proceedings
- [42.](#) Notice of accreditation proceedings
- [43.](#) Procedure at accreditation proceedings
- [44.](#) Notification of decision made at accreditation proceedings
- [45.](#) Considerations relating to registration, or variation, suspension or rescission of registration of trade unions or employers organizations
- [46.](#) Matters to be determined by Labour Court
- [47.](#) Right of appeal
- [48.](#) Notice of appeal
- [49.](#) Appeals before Labour Court
- [50.](#) Right of membership of registered trade unions and employers organizations
- [51.](#) Supervision of election of officers
- [52.](#) Right to union or association dues
- [53.](#) Restrictions on payment of union dues by employers
- [54.](#) Collection of union dues
- [55.](#) Minister may regulate union dues

PART VIII

*Employment Councils*

- [56.](#) Voluntary employment councils
- [57.](#) Statutory employment councils
- [58.](#) Constitution of employment councils
- [59.](#) Registration of employment councils
- [60.](#) Employment councils to be bodies corporate
- [61.](#) Variation of registration of employment councils
- [62.](#) Duties of employment councils
- [63.](#) Designated agents of employment councils
- [63A.](#) Audit of accounts of employment councils, inspection and examination thereof, and administration of affairs of employment councils in certain cases

PART IX

[Part IX ([sections 64](#) to [73](#)) repealed by s. 25 of 17 of 2002]

PART X

*Collective Bargaining Agreements Negotiated by Trade Unions and Employers Organizations*

<a href="#">74.</a>	Scope of collective bargaining agreements
<a href="#">75.</a>	Obligation to negotiate in good faith
<a href="#">76.</a>	Duty of full disclosure when financial incapacity alleged
<a href="#">77.</a>	Representation of parties
<a href="#">78.</a>	Ratification of collective bargaining agreements
<a href="#">79.</a>	Submission of collective bargaining agreements for approval or registration
<a href="#">80.</a>	Publication of collective bargaining agreements
<a href="#">81.</a>	Amendment of registered collective bargaining agreements by Minister
<a href="#">82.</a>	Binding nature of registered collective bargaining agreements
<a href="#">82A.</a>	Copies of collective bargaining agreement
<a href="#">82B.</a>	Codes of best practice, guidelines and model agreements

## PART XI

### *Labour Court*

<a href="#">83.</a>	Administration of Part XI
<a href="#">84.</a>	Establishment and composition of Labour Court
<a href="#">84A.</a>	Oath of office
<a href="#">85.</a>	Qualification for appointment as President of Labour Court
<a href="#">86.</a>	Assessors
<a href="#">87.</a>	Registrar of Labour Court
<a href="#">88.</a>	Seal of Labour Court
<a href="#">89.</a>	Functions, powers and jurisdiction of Labour Court
<a href="#">90.</a>	Exercise of functions by Labour Court
<a href="#">90A.</a>	Procedure and evidence in the Labour Court
<a href="#">91.</a>	Sittings of Labour Court
<a href="#">92.</a>	Representation of parties
<a href="#">92A.</a>	Contempt of Labour Court
<a href="#">92B.</a>	Effective date and enforcement of decisions of Labour Court
<a href="#">92C.</a>	Rescission or alteration by Labour Court of its own decisions
<a href="#">92CC.</a>	Part-heard matters
<a href="#">92D.</a>	Appeals to the Labour Court not provided for elsewhere in this Act
<a href="#">92E.</a>	Appeals to the Labour Court generally
<a href="#">92EE.</a>	Grounds of review by Labour Court
<a href="#">92F.</a>	Appeals against decisions of Labour Court

## PART XII

### *Resolution of Disputes and Unfair Labour Practices*

<a href="#">93.</a>	Powers of labour officers
<a href="#">94.</a>	Prescription of disputes
<a href="#">95.</a>	[Repealed]
<a href="#">96.</a>	[Repealed]
<a href="#">97.</a>	[Repealed]
<a href="#">98.</a>	Effect of reference to compulsory arbitration under Parts XI and XII
<a href="#">99.</a>	[Repealed]
<a href="#">100.</a>	[Repealed]
<a href="#">101.</a>	Employment codes of conduct

## PART XIII

### *Collective Job Action*

<a href="#">102.</a>	Interpretation in Part XIII
<a href="#">103.</a>	Appeal against declaration of essential service
<a href="#">104.</a>	Right to resort to collective job action
<a href="#">104A.</a>	Picketing
<a href="#">105.</a>	Lock-outs and actions connected therewith
<a href="#">106.</a>	Show cause orders
<a href="#">107.</a>	Disposal orders
<a href="#">108.</a>	Protection of persons engaged in lawful collective action
<a href="#">109.</a>	Liability of persons engaged in unlawful collective action
<a href="#">110.</a>	Appeals
<a href="#">111.</a>	Cessation of collective job action
<a href="#">112.</a>	Offences under Part XIII

## PART XIV

### *Employment Agencies*

<a href="#">113.</a>	Interpretation in Part XIV
<a href="#">114.</a>	Employment agencies to be registered
<a href="#">115.</a>	Application for registration, issue, variation and cancellation of certificates of registration
<a href="#">116.</a>	Duties of persons conducting employment agencies
<a href="#">117.</a>	Powers of employment officers
<a href="#">118.</a>	Offences under Part XIV
<a href="#">119.</a>	Minister may make regulations

## PART XV

### *General*

<a href="#">120.</a>	Investigation of trade unions and employers organizations
<a href="#">121.</a>	Officials
<a href="#">122.</a>	Acquisition of undertakings by trade unions and trade union congress
<a href="#">123.</a>	Minister may raise levies to meet certain expenses
<a href="#">124.</a>	Protection against multiple proceedings
<a href="#">125.</a>	Records to be kept by employers, principals and contractors
<a href="#">126.</a>	Investigative powers of labour officers
<a href="#">127.</a>	Regulations
<a href="#">128.</a>	Offences by and in respect of labour officers, designated agents and officials

**AN ACT to declare and define the fundamental rights of employees; to give effect to the international obligations of the Republic of Zimbabwe as a member state of the International Labour Organisation and as a member of or party to any other international organisation or agreement governing conditions of employment which Zimbabwe would have ratified; to define unfair labour practices; to regulate conditions of employment and other related matters; to provide for the control of wages and salaries; to provide for the appointment and functions of workers committees; to provide for the formation, registration and functions of trade unions, employers organizations and employment councils; to regulate the negotiation, scope and enforcement of collective bargaining agreements; to provide for the establishment and functions of the Labour Court; to provide for the prevention of trade disputes, and unfair labour practices; to regulate and control collective job action; to regulate and control employment agencies; and to provide for matters connected with or incidental to the foregoing.**

[Long title amended by section 44 of 17 of 2002 and by section 38 of 7 of 2005]

## PART I

### *Preliminary*

#### 1. Short title

This Act may be cited as the Labour Act [*Chapter 28:01*].

[Short title amended by section 2 of 17 of 2002]

#### 2. Interpretation

In this Act -

"accreditation proceedings" means proceedings held in terms of [section 41](#);

"agent union" means a trade union acting as an agent union in terms of [section 31](#);

"appropriate trade union", in relation to any employees means -

- (a) a trade union which is an agent union for the employees concerned; or
- (b) where there is no agent union for the employees concerned, the trade union which is registered for interests which correspond most closely to those of the employees concerned;

"assessor" means a member of the Labour Court appointed in terms of [section 84](#);

[Definition inserted by section 2 of 17 of 2002.]

"association dues" means money levied by an employers' organization in terms of [section 52](#);

"casual work" means work for which an employee is engaged by an employer for not more than a total of six weeks in any four consecutive months;

[Definition inserted by section 2 of 17 of 2002.]

"certificate of registration" means a certificate relating to the registration of an employment agency issued in terms of [section 115 \(2\) \(a\)](#);

"certified". . . . .

[Definition repealed by section 3 of 17 of 2002.]

"Chairman". . . . .

[Definition repealed by section 3 of 17 of 2002.]

"check-off scheme" means a scheme whereby an employer, with the consent of the employees concerned, deducts union dues directly from the remuneration of his employees and remits such dues to the trade union representing them;

[Definition inserted by section 2 of 17 of 2002.]

"code". . . . .

[Definition repealed by section 3 of 17 of 2002.]

"collective bargaining agreement" means an agreement negotiated in accordance with this Act which regulates the terms and conditions of employment of employees;

"collective job action" means an industrial action calculated to persuade or cause a party to an employment relationship to accede to a demand related to employment, and includes a strike, boycott, lock-out, sit-in or sit-out, or other such concerted action;

"compulsory arbitration" means compulsory arbitration in terms of [section 98](#);

"contractor" means a person who renders to an employer services which are related to or connected with those of the employer's undertaking;

"Deputy Chairman". . . . .

[Definition repealed by section 3 of 17 of 2002.]

"designated agent" mean a person appointed to be a designated agent of an employment council in terms of [section 63](#);

[Definition inserted by section 2 of 17 of 2002.]

"disciplined force" means -

- (a) a military, air or naval force;
- (b) a police force;
- (c) a prison service;
- (d) persons employed in the President's Office on security duties;

[Definition inserted by section 2 of 17 of 2002 and amended by section 37 of 7 of 2005.]

"dispute" means a dispute relating to any matter concerning employment which is governed by this Act;

"dispute of interest" means any dispute other than a dispute of right;

[Definition inserted by section 2 of 17 of 2002.]

"dispute of right" means any dispute involving legal rights and obligations, including any dispute occasioned by an actual or alleged unfair labour practice, a breach or alleged breach of this Act or of any regulations made under this Act, or a breach or alleged breach of any of the terms of a collective bargaining agreement or contract of employment;

[Definition inserted by section 2 of 17 of 2002.]

"employee" means any person who performs work or services for another person for remuneration or reward on such terms and conditions as agreed upon by the parties or as provided for in this Act, and includes a person performing work or services for another person -

- (a) in circumstances where, even if the person performing the work or services supplies his own tools or works under flexible conditions of service, the hirer provides the substantial investment in or assumes the substantial risk of the undertaking; or
- (b) in any other circumstances that more closely resemble the relationship between an employee and employer than that between an independent contractor and hirer of services;

[Definition substituted by section 2 of 17 of 2002 and amended by section 2 of 7 of 2005.]

"employer" means any person whatsoever who employs or provides work for another person and remunerates

or expressly or tacitly undertakes to remunerate him, and includes -

- (a) the manager, agent or representative of such person who is in charge or control of the work upon which such other person is employed; and
- (b) the judicial manager of such person appointed in terms of the Companies Act [*Chapter 24:03*];
- (c) the liquidator or trustee of the insolvent estate of such person, if authorised to carry on the business of such person by -
  - (i) the creditors; or
  - (ii) in the absence of any instructions given by the creditors, the Master of the High Court;
- (d) the executor of the deceased estate of such person, if authorised to carry on the business of such person by the Master of the High Court;
- (e) the curator of such person who is a patient as defined in the Mental Health Act [*Chapter 15:12*] (No. 15 of 1996), if authorised to carry on the business of such person in terms of [section 88](#) of that Act; [Definition substituted by section 2 of 17 of 2002 and amended by section 2 of 7 of 2005.]

"employers' organization" means any association or organization formed to represent or advance the interests of any employers or groups thereof in respect of matters relating to employment;

"employment agency" means any business carried on for gain or reward in which employment of any nature whatsoever is either procured for persons seeking work or is offered to such persons on behalf of third parties, or in which advice in regard to such procurement or offering of employment is given to such persons or third parties, as the case may be;

[Definition substituted by section 2 of 17 of 2002.]

"employment board". . . . .

[Definition deleted by section 3 of 17 of 2002.]

"employment code" means an employment code of conduct registered in terms of [section 101](#);

[Definition inserted by section 2 of 17 of 2002.]

"employment council" means an employment council formed in terms of section 56 or 57;

"employment officer" means an officer designated as such in terms of his employment in the Public Service;

"equal remuneration", for the purposes of [section 5 \(2a\)](#), means rates of remuneration that have been established without differentiation on the basis of gender;

[Definition inserted by section 2 of 17 of 2002.]

"federation" means a group of trade unions or employers organizations, each of which is representative of a single undertaking or industry;

"fixed date" means the 15th December, 1985;

"forced labour" means any work or services which a person is required to perform against his or her will under the threat of some form of punishment;

[Definition inserted by [section 2](#) of [5 of 2015](#)]

"HIV/AIDS status", in relation to any individual, means the presence or otherwise in that individual of the human immuno-deficiency virus;

[Definition inserted by section 2 of 17 of 2002.]

"Labour Court" means the Labour Court established by [section 84](#);

[Definition inserted by section 2 of 17 of 2002.]

"labour officer" means a labour officer referred to in of [section 121 \(1\) \(b\)](#);

[Definition substituted by section 2 of 17 of 2002.]

"legal practitioner" means a person registered as such in terms of the Legal Practitioners Act [*Chapter 27:07*];

[Definition inserted by section 2 of 7 of 2005.]

"managerial employee" means an employee who by virtue of his contract of employment or of his seniority in an organisation, may be required or permitted to hire, transfer, promote, suspend, lay-off, dismiss, reward, discipline or adjudge the grievances of other employees;

[Definition substituted by section 2 of 7 of 2005.]

"maximum wage notice" means a notice issued in terms of [section 22](#);

"member", in relation to the Labour Court, means a Judge of the Labour Court or any assessor;  
[Definition of "[member](#)" substituted by s. 2 of No. 17 of 2002 and amended by Part CXIV of No. 3 of 2016.]

"membership fees", in relation to a trade union or employers' organization, means those fees chargeable by the trade union or employers' organization concerned in respect of membership or renewal thereof;

"minimum wage notice" means a notice issued in terms of [section 20](#);

"Minister" means, subject to [section 83](#), the Minister of Public Service, Labour and Social Welfare or any other Minister to whom the President may, from time to time, assign the administration of this Act;  
[Definition substituted by section 2 of 7 of 2005.]

"prescribed" means prescribed by regulations made in terms of [section 127](#);  
[Definition inserted by section 2 of 17 of 2002.]

"region" means any area within Zimbabwe declared by the Minister, by statutory instrument, to be a region for the purposes of this Act;

"Registrar" means the Registrar of Labour referred to in [section 121 \(1\) \(a\)](#), and includes an Assistant Registrar referred to in that paragraph;

"relevant particulars" means such information and other particulars as are within the interests of a workers committee, trade union, employers organization or federation, as the case may be, and which relate to the issue that is legitimately before the organization requesting such information and other particulars;

"retrench", in relation to an employee, means terminate the employee's employment for the purpose of reducing expenditure or costs, adapting to technological change, reorganising the undertaking in which the employee is employed, or for similar reasons, and includes the termination of employment on account of the closure of the enterprise in which the employee is employed;  
[Definition inserted by section 2 of 17 of 2002.]

"Retrenchment Board" means the board established by regulations made in terms of [section 17](#) to consider matters related to the retrenchment of employees referred to it in terms of [section 12 C](#);  
[Definition inserted by section 2 of 17 of 2002.]

"seasonal work" means work that is, owing to the nature of the industry, performed only at certain times of the year;  
[Definition inserted by section 2 of 17 of 2002.]

"technical or vocational education" means education provided at a technical or vocational institution;  
[Definition inserted by section 2 of 17 of 2002.]

"technical or vocational institution" means an institution registered as such in terms of the law relating to technical or vocational education;  
[Definition inserted by section 2 of 17 of 2002.]

"trade union" means any association or organization formed to represent or advance the interests of any employees or class thereof in respect of their employment;

"Tribunal". . . . .  
[Definition deleted by section 3 of 17 of 2002.]

"unfair labour practice" means an unfair labour practice specified in Part III, or declared to be so in terms of any other provision of this Act;

"union agreement" means a collective bargaining agreement that has been negotiated by an appropriate trade union and an employer or employers' organization;

"union dues" means money levied by a trade union in terms of [section 52](#);

"work of equal value", for the purposes of [section 5 \(2a\)](#), means work that involves similar or substantially similar skills, duties, responsibilities and conditions;  
[Definition inserted by section 2 of 17 of 2002.]

"workers committee" means a workers committee appointed or elected in terms of Part VI;

"works council" means a council composed of an equal number of representatives of an employer and representatives drawn from members of a workers committee and a chairperson.  
[Definition amended by section 2 of 7 of 2005.]

## 2A. Purpose of Act

(1) The purpose of this Act is to advance social justice and democracy in the workplace by -

- (a) giving effect to the fundamental rights of employees provided for under Part II;
- (b) . . . . .

[Paragraph repealed by section 3 of 7 of 2005.]

- (c) providing a legal framework within which employees and employers can bargain collectively for the improvement of conditions of employment;
- (d) the promotion of fair labour standards;
- (e) the promotion of the participation by employees in decisions affecting their interests in the work place;
- (f) securing the just, effective and expeditious resolution of disputes and unfair labour practices.

(2) This Act shall be construed in such manner as best ensures the attainment of its purpose referred to in [subsection \(1\)](#).

(3) This Act shall prevail over any other enactment inconsistent with it.

[Subsection substituted by section 3 of 7 of 2005.]

[Section inserted by section 4 of 17 of 2002.]

## 3. Application of Act

(1) This Act shall apply to all employers and employees except those whose conditions of employment are otherwise provided for in the Constitution.

(2) For the avoidance of any doubt, the conditions of employment of members of the Public Service shall be governed by the Public Service Act [*Chapter 16:04*].

(3) This Act shall not apply to or in respect of -

- (a) members of a disciplined force of the State; or
- (b) members of any disciplined force of a foreign State who are in Zimbabwe under any agreement concluded between the Government and the Government of that foreign State; or
- (c) such other employees of the State as the President may designate by statutory instrument.

[Section substituted by section 4 of 7 of 2005.]

## PART II

### *Fundamental Rights of Employees*

## 4. Employees' entitlement to membership of trade unions and workers committees

(1) Notwithstanding anything contained in any other enactment, every employee shall, as between himself and his employer, have the following rights -

- (a) the right, if he so desires, to be a member or an officer of a trade union;
- (b) where he is a member or an officer of a trade, the right to engage in the lawful activities of such trade union for the advancement or protection of his interests;
- (c) the right to take part in the formation and registration of a trade union;
- (d) the same rights, *mutatis mutandis*, as are set out in [paragraphs \(a\), \(b\)](#), and (c) in relation to workers committees.

(2) Every employee shall have the right to be a member of a trade union which is registered for the undertaking or industry in which he is employed if he complies with the conditions of membership.

(3) No term or condition of employment and no offer of employment shall include a requirement that an employee or prospective employee shall undertake -

- (a) if he is a member or officer of a trade union or workers committee, to relinquish his membership or office of such trade union or workers committee; or



- (b) not to take part in the formation of a trade union or workers committee;

and any such requirement shall be void.

(4) Without prejudice to any other remedy that may be available to him in any competent court, any person who is aggrieved by any infringement or threatened infringement of a right specified in [subsection \(1\)](#) shall be entitled to apply under Part XII for either or both of the following remedies -

- (a) an order directing the employer or other party concerned to cease the infringement or threatened infringement, as the case may be;
- (b) an order for damages for any loss or prospective loss caused either directly or indirectly, as a result of the infringement or threatened infringement, as the case may be.

#### **4A. Prohibition of forced labour**

(1) Subject to [subsection \(2\)](#), no person shall be required to perform forced labour.

(2) For the purposes of [subsection \(1\)](#) "forced labour" does not include -

- (a) any labour required in consequence of the sentence or order of a court; or
- (b) labour required of any person while he is lawfully detained which, though not required in consequence of the sentence or order of a court -
- (i) is reasonably necessary in the interests of hygiene or for the maintenance or management of the place at which he is detained; or
- (ii) is permitted in terms of any other enactment; or
- (c) any labour required of a member of a disciplined force in pursuance of his duties as such or any labour required of any person by virtue of an enactment in place of service as a member of any such force; or

[Paragraph amended by section 37 of 7 of 2005.]

- (d) any labour required by way of parental discipline; or
- (e) any labour required by virtue of an enactment during a period of public emergency or in the event of any other emergency or disaster that threatens the life or well-being of the community, to the extent that the requiring of such labour is reasonably justifiable in the circumstances of any situation arising or existing during that period or as a result of that other emergency or disaster, for the purpose of dealing with that situation.

(3) Any person who contravenes [subsection \(1\)](#) shall be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.

[Section inserted by section 4 of 17 of 2002.]

#### **5. Protection of employees against discrimination**

(1) No employer shall discriminate against any employee or prospective employee on grounds of race, tribe, place of origin, political opinion, colour, creed, gender, pregnancy, HIV/AIDS status or, subject to the Disabled Persons Act [*Chapter 17:01*], any disability referred to in the definition of "disabled person" in that Act, in relation to -

- (a) the advertisement of employment; or
- (b) the recruitment for employment; or
- (c) the creation, classification or abolition of jobs or posts; or
- (d) the determination or allocation of wages, salaries, pensions, accommodation, leave or other such benefits; or
- (e) the choice of persons for jobs or posts, training, advancement, apprenticeships, transfer, promotion or retrenchment; or
- (f) the provision of facilities related to or connected with employment; or
- (g) any other matter related to employment.

[Subsection amended by section 7 of 17 of 2002.]

(2) No person shall discriminate against any employee or prospective employee on the grounds of race, tribe, place of origin, political opinion, colour, creed, gender, pregnancy, HIV/AIDS status or, subject to the Disabled

- (a) the advertisement of employment; or
- (b) the recruitment of persons; or
- (c) the introduction of prospective employees for jobs or posts; or
- (d) any other matter related to employment.

[Subsection amended by section 7 of 17 of 2002.]

(2a) No employer shall fail to pay equal remuneration to male and female employees for work of equal value.

[Subsection inserted by section 7 of 17 of 2002.]

(3) Any person who contravenes [subsection \(1\)](#) or [\(2\)](#) shall be guilty of an offence and liable to a fine not exceeding level eight or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.

[Subsection amended by section 4 of 22 of 2001.]

(4) Without prejudice to any other remedy that may be available to him in any competent court, any person who is aggrieved by any act or omission of an employer in contravention of [subsection \(1\)](#) shall be entitled to claim or apply under Part XII, as the case may be, for either or both of the following remedies -

- (a) damages from the employer for any loss caused directly or indirectly as a result of the contravention;
- (b) an order directing the employer to redress the contravention, including an order to employ any person, notwithstanding that the vacancy in question has already been filled and notwithstanding that the employer may be liable to any claim arising from the need to dismiss or terminate the services of any other employee who has been engaged.

(5) Without prejudice to any other remedy that may be available to him in any competent court, any person who is aggrieved by any act or omission of any person in contravention of [subsection \(2\)](#) shall be entitled to claim or apply under Part XII, as the case may be, for either or both of the following remedies -

- (a) damages from such person for any loss caused either directly or indirectly as a result of the contravention;
- (b) an order directing such person to redress the contravention.

(6) For the purposes of this section, a person shall be deemed to have discriminated if his act or omission causes or is likely to cause persons of a particular race, tribe, place of origin, political opinion, colour, creed or gender to be treated -

- (a) less favourably; or
- (b) more favourably;

than persons of another race, tribe, place of origin, political opinion, colour, creed or gender, unless it is shown that such act or omission was not attributable wholly or mainly to the race, tribe, place of origin, political opinion, colour, creed or gender of the persons concerned.

[Subsection amended by section 45 of 17 of 2002.]

(6a) Where, notwithstanding that any act or omission referred to in [subsection \(6\)](#) is not attributable wholly or mainly to the race, tribe, place of origin, political opinion, colour, creed or gender of a person, it is nevertheless shown that any act, practice or requirement by an employer causes persons of a particular description by race, tribe, place of origin, political opinion, colour, creed or gender to be treated less favourably than persons of any other such description, it shall be presumed, unless the act, practice or requirement concerned can be justified on any of the grounds specified in [subsection \(7\)](#), that such person was unlawfully discriminated against.

[Subsection amended by section 7 of 17 of 2002.]

(7) Notwithstanding [subsections \(1\)](#) and [\(2\)](#), no person shall be deemed to have discriminated against another person -

- (a) on the grounds of gender or pregnancy where -
  - (i) in accordance with this Act or any other law, he provides special conditions for female employees; or
  - (ii) in accordance with this Act or any other law, or in the interests of decency or propriety, he distinguishes between employees of different genders; or

[Subparagraph amended by sections 7 and 45 of 17 of 2002.]

- (iii) it is shown that the act or omission concerned was done or omitted to be done, as the case may be, by or on behalf of a men's or women's or boys' or girls' organization in the *bona fide* pursuit of the lawful objects of such organization;

- (b) on the grounds of political opinion or creed where it is shown that the act or omission concerned was done or omitted to be done, as the case may be, by or on behalf of a political, cultural or religious organization in the *bona-fide* pursuit of the lawful objects of such organization;
  - (c) on the grounds of race or gender if the act or omission complained of arises from the implementation by the employer of any employment policy or practice aimed at the advancement of persons who have been historically disadvantaged by discriminatory laws or practices;  
[Paragraph inserted by section 7 of 17 of 2002.]
  - (d) if the act or omission complained of arises from the implementation by the employer of any employment policy or practice aimed at assisting disabled persons as defined in the Disabled Persons Act [*Chapter 17:01*];  
[Paragraph inserted by section 7 of 17 of 2002.]
  - (e) if any distinction, exclusion or preference in respect of a particular job is based on the narrowly defined inherent operational requirements, needs and necessities of that particular job.  
[Paragraph inserted by section 7 of 17 of 2002.]
- (8) It shall be no defence to a charge in respect of a contravention of [subsection \(1\)](#) or [\(2\)](#) to prove that -
- (a) the employee or prospective employee concerned was not in fact taken into employment by the employer concerned or that such employee would, in any case, not have been taken into such employment for any other lawful reason; or
  - (b) the employee or prospective employee concerned has left or has not left the employment of the employer concerned; or
  - (c) the employee or prospective employee concerned has subsequently been taken into employment by the employer concerned in circumstances showing that he has not been discriminated against; or
  - (d) the employer concerned subsequently withdrew or did not fill the vacancy; or
  - (e) the person charged is no longer committing any contravention of [subsection \(1\)](#) or [\(2\)](#); or
  - (f) the employee or prospective employee concerned was party to the alleged contravention or did not complain about it; or
  - (g) it was in the business interests of the person charged to commit the contravention; or
  - (h) the contract or agreement which forms the subject of the charge was entered into prior to the fixed date.

## 6. Protection of employees' right to fair labour standards

- (1) No employer shall -
- (a) pay any employee a wage which is lower than that to fair labour specified for such employee by law or by agreement made under this Act; or
  - (b) require any employee to work more than the maximum hours permitted by law or by agreement made under this Act for such employee; or
  - (c) fail to provide such conditions of employment as are specified by law or as may be specified by agreement made under this Act; or
  - (d) require any employee to work under any conditions or situations which are below those prescribed by law or by the conventional practice of the occupation for the protection of such employee's health or safety; or
  - (e) hinder, obstruct or prevent any employee from, or penalize him for, seeking access to any lawful proceedings that may be available to him to enable him lawfully to advance or protect his rights or interests as an employee.

(2) Any person who contravenes [subsection \(1\)](#) shall be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.

[Subsection amended by section 4 of 22 of 2001.]

## 7. Protection of employees' right to democracy in the work place

- (1) No person shall -
- (a) hinder, obstruct or prevent any employee from forming or conducting any workers committee for the

purpose of airing any grievance, negotiating any matter or advancing or protecting the rights or interests of employees;

- (b) threaten any employee with any reprisal for any lawful action taken by him in advancing or protecting his rights or interests.

(2) Every employer shall permit a labour officer or a representative of the appropriate trade union, if any, to have reasonable access to his employees at their place of work during working hours for the purpose of -

- (a) advising the employees on the law relating to their employment; and
- (b) advising and assisting the employees in regard to the formation or conducting of workers committees and trade unions; and
- (c) ensuring that the rights and interests of the employees are protected and advanced;

and shall provide such labour officer or representative of the appropriate trade union, if any, with reasonable facilities and access for the exercise of such functions.

[Subsection amended by section 37 of 7 of 2005.]

(3) Any person who contravenes [subsection \(1\)](#) or [\(2\)](#) shall be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.

[Subsection amended by section 4 of 22 of 2001]

(4) Notwithstanding [subsection \(3\)](#), nothing done to prevent any disruption of normal production processes, or any interference with the efficient running of an undertaking or industry shall be held to be in contravention of [subsection \(1\)](#) or [\(2\)](#).

### PART III

#### *Unfair Labour Practices*

#### **8. Unfair labour practices by employer**

An employer or, for the purpose of [paragraphs \(g\)](#) and [\(h\)](#), an employer or any other person, commits an unfair labour practice if, by act or omission, he -

- (a) prevents, hinders or obstructs any employee in the exercise of any right conferred upon him in terms of Part II; or

- (b) contravenes any provision of Part II or of [section 18](#); or

[Subsection amended by section 4 of 22 of 2001.]

- (c) refuses to negotiate in good faith with a workers committee or a trade union which has been duly formed and which is authorized in terms of this Act to represent any of his employees in relation to such negotiation; or

- (d) refuses to co-operate in good faith with an employment council on which the interests of any of his employees are represented; or

[Paragraph amended by section 37 of 7 of 2005.]

- (e) fails to comply with or to implement -

- (i) a collective bargaining agreement; or

- (ii) a decision or finding of an employment council on which any of his employees are represented; or

[Subparagraph amended by section 37 of 7 of 2005.]

- (iii) a decision or finding made under Part XII; or

- (iv) any determination or direction which is binding upon him in terms of this Act; or

- (f) bargains collectively or otherwise deals with another trade union, where a registered trade union representing his employees exists; or

[Paragraph amended by section 37 of 7 of 2005.]

- (g) demands from any employee or prospective employee any sexual favour as a condition of -

- (i) the recruitment for employment; or

- (ii) the creation, classification or abolition of jobs or posts; or

- (iii) the improvement of the remuneration or other conditions of employment of the employee; or
- (iv) the choice of persons for jobs or posts, training, advancement, apprenticeships, transfer, promotion or retrenchment; or
- (v) the provision of facilities related to or connected with employment; or
- (vi) any other matter related to employment; or  
[Paragraph inserted by section 7 of 17 of 2002 and amended by section 37 of 7 of 2005.]

- (h) engages in unwelcome sexually-determined behaviour towards any employee, whether verbal or otherwise, such as making physical contact or advances, sexually coloured remarks, or displaying pornographic materials in the workplace.  
[Paragraph inserted by section 7 of 17 of 2002 and amended by section 37 of 7 of 2005.]

## 9. Unfair labour practices by trade union or workers committee

A trade union or a workers committee commits an unfair labour practice if by act or omission it -

- (a) prevents, hinders or obstructs an employee in the exercise of any right conferred upon him in terms of Part II; or
- (b) contravenes any of the provisions of its constitution; or  
[Paragraph amended by section 37 of 7 of 2005.]
- (c) fails to represent an employee's interests with respect to any violation of his rights under this Act or under a valid collective bargaining agreement, or under a decision or finding of an employment council, or under Part XII; or  
[Paragraph amended by section 37 of 7 of 2005.]
- (d) fails to comply with or to implement any decision or finding of an employment council, or any decision or finding made under Part XII, or any determination or direction under this Act which is binding upon it; or  
[Paragraph amended by section 37 of 7 of 2005.]
- (e) not being registered, purports to act as a collective bargaining agent in terms of Part X or participates in the collection of union dues; or
- (f) recommends collective job action in contravention of a valid collective bargaining agreement; or
- (g) except as may be authorized in terms of this Act, purports to act as the collective bargaining agent for employees, or calls for collective job action when another trade union has duly been registered to represent the employees concerned; or
- (h) purports to enter upon an agency agreement or collective bargaining agreement when another trade union has been duly registered for the workers concerned.

## 10. Minister may prescribe further unfair labour practices

(1) The Minister may, after consultation with the Labour Court, from time to time, prescribe by statutory instrument acts or omissions which constitute unfair labour practices, whether by employers, employees, workers committees or trade unions or otherwise and may from time to time vary, amend or repeal any such notice.

(2) Before exercising his powers in terms of [subsection \(1\)](#), the Minister shall publish in the *Gazette* notice of intent and shall call for any objections thereto within a period specified in such notice.

## PART IV

### *General Conditions of Employment*

## 11. Employment of young persons

- (1) Subject to [subsection \(3\)](#), no employer shall employ any person in any occupation -
  - (a) as an apprentice who is under the age of sixteen years;
  - (b) otherwise than as an apprentice who is under the age of sixteen years.  
[Subsection amended by [section 3](#) of [5 of 2015](#).]

(2) Any contract of employment entered into in contravention of [subsection \(1\)](#), and any contract of apprenticeship with an apprentice below the age of eighteen years which was entered without the assistance of the apprentice's guardian, shall be void and unenforceable against the person purportedly employed under such contract, whether or not (in the case of a contravention of [subsection \(1\) \(b\)](#)) such person was assisted by his guardian, or was married or otherwise tacitly or expressly emancipated, but such person may enforce any rights that have accrued to him by or under such contract.

[Subsection amended by section 4 of 7 of 2005 and by [section 3](#) of [5 of 2015](#).]

(3) A person under the age of eighteen years but not younger than sixteen years may -

- (a) perform work other than work referred to in [subsection \(4\)](#) at a school or technical or vocational institution that is carried out as an integral part of a course of training or technical or vocational education for which the school or institution is primarily responsible;
- (b) perform work in an undertaking, other than work referred to in [subsection \(4\)](#), that is carried out in conjunction with a course of technical or vocational education.

(4) No employer shall cause any person under the age of eighteen years to perform any work which is likely to jeopardise that person's health, safety or morals, which work shall include but not be limited to work involving such activities as may be prescribed.

(5) Any employer who employs any person in contravention of [subsection \(1\)](#) or [\(4\)](#) shall be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment not exceeding two years or to both such fine and such imprisonment.

[Subsection amended by section 4 of 7 of 2005.]

[Section substituted by section 9 of 17 of 2002.]

## **12. Duration, particulars and termination of employment contract**

(1) Every person who is employed by or working for any other person and receiving or entitled to receive any remuneration in respect of such employment or work shall be deemed to be under a contract of employment with that other person, whether such contract is reduced to writing or not.

(2) An employer shall, upon engagement of an employee, inform the employee in writing of the following particulars -

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

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

Provided that a casual worker shall be deemed to have become an employee on a contract of employment without limit of time on the day that his period of engagement with a particular employer exceeds a total of six weeks in any four consecutive months.

(3a) A contract of employment that specifies its duration or date of termination, including a contract for casual work or seasonal work or for the performance of some specific service, shall, despite such specification, be deemed to be a contract of employment without limitation of time upon the expiry of such period of continuous service as is -

- (a) fixed by the appropriate employment council; or
- (b) prescribed by the Minister, if there is no employment council for the undertaking concerned, or where the employment council fixes no such period;

and thereupon the employee concerned shall be afforded the same benefits as are in this Act or any collective

bargaining agreement provided for those employees who engaged without limit of time.

[Subsection inserted by [section 4](#) of [5 of 2015](#).]

(4) Except where a longer period of notice has been provided for under a contract of employment or in any relevant enactment, and subject to sub-sections (5), (6) and (7), notice of termination of the contract of employment to be given by either party shall be -

- (a) three months in the case of a contract without limit of time or a contract for a period of two years or more;
- (b) two months in the case of a contract for a period of one year or more but less than two years;
- (c) one month in the case of a contract for a period of six months or more but less than one year;
- (d) two weeks in the case of a contract for a period of three months or more but less than six months;
- (e) one day in the case of a contract for a period of less than three months or in the case of casual work or seasonal work.

[Subsection substituted by section 6 of 7 of 2005.]

(4a) No employer shall terminate a contract of employment on notice unless -

- (a) the termination is in terms of an employment code or, in the absence of an employment code, in terms of the model code made under section 101 (9); or
- (b) the employer and employee mutually agree in writing to the termination of the contract; or
- (c) the employee was engaged for a period of fixed duration or for the performance of some specific service; or
- (d) pursuant to retrenchment, in accordance with [section 12C](#).

[Subsection inserted by [section 4](#) of [5 of 2015](#).]

(4b) Where an employee is given notice of termination of contract in terms of subsection (4a) and such employee is employed under the terms of a contract without limitation of time, the provisions of [section 12C](#) shall apply with regard to compensation for loss of employment.

[Subsection inserted by [section 4](#) of [5 of 2015](#).]

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

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

during which notice of termination of the contract to be given by either party may be one week in the case of casual work or seasonal work or two weeks in any other case.

[Subsection amended by section 6 of 7 of 2005.]

(6) Whenever an employee has been provided with accommodation directly or indirectly by his employer, the employee shall not be required to vacate the accommodation before the expiry of a period of one month after the period of notice specified in terms of [subsection \(4\)](#) or [\(5\)](#).

(7) Notwithstanding [subsection \(4\)](#) or [\(5\)](#), the parties to any contract of employment may, by mutual agreement, waive the right to notice:

Provided that where the termination is at the initiative of the employer, the employee shall have a right to payment for a period corresponding to the appropriate period of notice required in terms of [subsection \(4\)](#) or [\(5\)](#).

[Section substituted by section 10 of 17 of 2002.]

[Note by Law Reviser: In terms of [Section 18](#) of the Labour Amendment Act, 2005 ([No. 5 of 2015](#)), "[section 12](#) of the Labour [Chapter 28:01] as amended applies to every employee whose services were terminated on three months' notice on or after 17th July, 2015".]

## **12A. Remuneration and deductions from remuneration**

(1) Remuneration payable in money shall not be paid to an employee by way of promissory notes, vouchers, coupons or in any form other than legal tender.

(2) Remuneration may be payable in kind only in industries or occupations where such payment is customary, and shall be subject to the following conditions -

- (a) any such payment shall be appropriate for the personal use and benefit of the employee and the employee's family;

- (b) the value attributed to such payment shall be fair and reasonable;
- (c) equipment or clothing required to protect the health and safety of the employee shall not be computed as part of the remuneration of the employee;
- (d) no payment shall be made in the form of liquor or drugs;
- (e) remuneration in kind shall not substitute entirely for remuneration in money.

(3) Subject to any collective bargaining agreement, wages shall be paid at regular intervals on working days at or near the workplace.

(4) Remuneration shall be paid directly to the employee except as otherwise provided by law or a collective bargaining agreement.

(5) All remuneration shall be accompanied by a written statement showing -

- (a) the name of the employer and employee; and
- (b) the amount of remuneration and the period in respect of which it is paid; and
- (c) the component of the remuneration representing any bonus or allowance; and
- (d) any deductions; and
- (e) the net amount received by the employee.

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

- (a) where an employee is absent from work on days other than industrial holidays or days of leave to which he is entitled, the proportionate amount of his remuneration only for the period of such absence;
- (b) amounts which an employer is compelled by law or legal process to pay on behalf of an employee;
- (c) where an employee has received an advance of remuneration due, the amount of such advance, up to an amount not exceeding twenty-five *per centum* of the gross remuneration owed;
- (d) by written stop-order for contributions to insurance policies, pension funds, medical aid societies, building societies, burial societies and registered trade unions;
- (e) by written consent of an employee, for repayment of money lent by the employer on terms that have been mutually agreed to between the parties concerned;
- (f) an amount recovered for payments made in error.

(7) The aggregate amount of permissible deductions that may be made from the remuneration of any employee in any pay interval shall not exceed twenty-five *per centum* of the employee's gross remuneration for that interval:

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

[Section substituted by section 10 of 17 of 2002.]

## **12B. Dismissal**

(1) Every employee has the right not to be unfairly dismissed.

(2) An employee is unfairly dismissed -

- (a) if, subject to [subsection \(3\)](#), the employer fails to show that he dismissed the employee in terms of an employment code; or
- (b) in the absence of an employment code, the employer shall comply with the model code made in terms of [section 101 \(9\)](#).

[Paragraph substituted by section 7 of 7 of 2005.]

(3) An employee is deemed to have been unfairly dismissed -

- (a) if the employee terminated the contract of employment with or without notice because the employer deliberately made continued employment intolerable for the employee;
- (b) if, on termination of an employment contract of fixed duration, the employee -
  - (i) had a legitimate expectation of being re-engaged; and
  - (ii) another person was engaged instead of the employee.



(4) In any proceedings before a labour officer, designated agent or the Labour Court where the fairness of the dismissal of an employee is in issue, the adjudicating authority shall, in addition to considering the nature or gravity of any misconduct on the part of the dismissed employee, consider whether any mitigation of the misconduct avails to an extent that would have justified action other than dismissal, including the length of the employee's service, the employee's previous disciplinary record, the nature of the employment and any special personal circumstances of the employee.

[Section substituted by section 10 of 17 of 2002.]

## **12C. Retrenchment and compensation for loss of employment on retrenchment or in terms of [section 12 \(4a\)](#)**

(1) An employer who wishes to retrench any one or more employees shall -

- (a) give written notice of his or her intention -
  - (i) to the works council established for the undertaking; or
  - (ii) if there is no works council established for the undertaking or if a majority of the employees concerned agree to such a course, to the employment council established for the undertaking or industry; or
  - (iii) if there is no works council or employment council for the undertaking concerned, to the Retrenchment Board, and in such event any reference in this section to the performance of functions by a works council or employment council shall be construed as a reference to the Retrenchment Board or a person appointed by the Board to perform such functions on its behalf; and
- (b) provide the works council, employment council or the Retrenchment Board, as the case may be, with details of every employee whom the employer wishes to retrench and of the reasons for the proposed retrenchment; and
- (c) send a copy of the notice to the Retrenchment Board.

(2) Unless better terms are agreed between the employer and employees concerned or their representatives, a package (hereinafter called "the minimum retrenchment package") of not less than one month's salary or wages for every two years of service as an employee (or the equivalent lesser proportion of one month's salary or wages for a lesser period of service) shall be paid by the employer as compensation for loss of employment (whether the loss of employment is occasioned by retrenchment or by virtue of termination of employment pursuant to section 12 (4a)(a), (b) or (c)), no later than date when the notice of termination of employment takes effect.

(3) Where an employer alleges financial incapacity and consequent inability to pay the minimum retrenchment package timeously or at all, the employer shall apply in writing to be exempted from paying the full minimum retrenchment package or any part of it to -

- (a) the employment council established for the undertaking or industry; or
- (b) if there is no employment council for the undertaking concerned, to the Retrenchment Board;

which shall respond to the request within fourteen days of receiving the notice (failing which response the application is deemed to have been granted).

(4) In considering its response to a request for exemption in terms of [subsection \(3\)](#) the employment council or Retrenchment Board -

- (a) shall, where the employer alleges complete inability to pay the minimum retrenchment package, be entitled to demand and receive such proof as it considers requisite to satisfy itself that the employer is so unable, and if so unable on the date when the notice of termination of employment takes effect, may propose to the employer a scheme to pay the minimum retrenchment package by instalments over a period of time;
- (b) shall, where the employer offers to pay the minimum retrenchment package by instalments over a period of time, consider whether the offer is a reasonable one, and may propose an alternative payment schedule;
- (c) may inquire from the employer whether he or she has considered, or may wish to consider, specifically or in general, the alternatives to termination of employment provided for in [section 12D](#).

[Section substituted by [section 5](#) of [5 of 2015](#).]

## **12D. Special measures to avoid retrenchment**

(1) Every employer shall ensure that, at the earliest possible opportunity, his employees are kept informed of and consulted in regard to any major changes in production, programmes, organisation or technology that are likely to entail the retrenchment of any employees.

(2) Subject to this section, before giving notice of the intention to retrench any employees in terms of [section 12C](#), an employer may agree with the employees concerned, or with any workers committee or works council which represents the employees, to have recourse to either or both of the following measures for a period not exceeding twelve months -

- (a) subject to [subsection \(4\)](#), placing the employees on short-time work; or
- (b) instituting a system of shifts as provided in [subsection \(5\)](#).

(2a) If no agreement is reached in terms of [subsection \(2\)](#), an employer shall give written notice of his or her proposed measures to avoid retrenchment, and of the opposing proposals, if any, to -

- (a) the employment council established for the undertaking or industry; or
- (b) the Retrenchment Board, if there is no employment council for the undertaking concerned;

whereupon the employment council or the Retrenchment Board, as the case may be, may, no later than thirty days after it has received the employer's notice -

- (c) accept or reject the employer's proposed measures to avoid retrenchment; or
- (d) refer back the matter to the employer for reconsideration with the employees, workers committee or works council concerned, together with its own suggestions for improving the original proposals or reconciling them with any opposing proposals.

[Subsection inserted by [section 6](#) of [5 of 2015](#).]

(2b) If -

- (a) an employer's proposed measures to avoid retrenchment are rejected in terms of [subsection \(2a\) \(c\)](#), then, within thirty days of such rejection; or
- (b) no agreement on alternative measures to avoid retrenchment is reached with an employer's employees or with the appropriate workers committee or works council in accordance with [subsection \(2a\) \(d\)](#), then, no later than the thirtieth day after the date when the proposed measures were referred back for reconsideration;

an employer may give written notice of his or her proposed (original or revised) measures to avoid retrenchment to -

- (c) the Retrenchment Board, where written notice of his or her proposed measures to avoid retrenchment were first made in terms of [subsection \(2a\) \(a\)](#); or
- (d) the Minister, where written notice of his or her proposed measures to avoid retrenchment were first made in terms of [subsection \(2a\) \(b\)](#); or

whereupon the Retrenchment Board or the Minister, as the case may be, shall, no later than thirty days after Board or the Minister has received the employer's notice, accept or reject the employer's proposed measures to avoid retrenchment.

[Subsection inserted by [section 6](#) of [5 of 2015](#).]

(3) An agreement entered into in terms of [subsection \(2\)](#) shall have effect notwithstanding anything to the contrary contained in any employment regulations, collective bargaining agreement or other contract or agreement applicable to the employees concerned.

(4) While an employee is on short-time work referred to in [subsection \(2\) \(a\)](#), he shall be paid the hourly equivalent of his weekly or monthly wage for the hours he has actually worked:

Provided that an employee shall receive not less than fifty *per centum* of his current weekly or monthly wage, as the case may be.

(5) For the purposes of [subsection \(2\) \(b\)](#), an employer may divide all or any of the employees concerned into shifts and may -

- (a) require each shift to work on alternate half-days, days, weeks or months:

Provided that no shift shall be without work for more than one month at a time or for an aggregate of more than six months in any period of twelve months;

- (b) pay each employee on shift for the hours, weeks or months he has actually worked.

(6) Before having recourse to any measure referred to in [subsection \(1\)](#), an employer shall give not less than seven days' written notice to every employee affected by the measure.

(7) Any time during which an employee is not engaged in full-time work as a result of a measure resorted to in terms of this section shall be regarded as unpaid compulsory leave and shall not be deemed to interrupt continuity of employment.

(8) If an agreement is reached in terms of [subsection \(2\)](#) with the employees alone, or with a workers committee or works council not having a representative of a registered trade union as a member, an employer shall give written notice of the agreement to -

- (a) the employment council established for the undertaking or industry; or
- (b) the Retrenchment Board, if there is no employment council for the undertaking concerned;

no later than fourteen days after the employer begins implementing the agreement.

[Subsection inserted by [section 6](#) of [5 of 2015](#).]

(9) If the employment council or Retrenchment Board is concerned that an agreement referred to in [subsection \(8\)](#) is not in the best interests of the employees concerned or of employees in the industry to which the undertaking belongs, or is otherwise contrary to the interests of employees generally or the public interest, it shall refer the agreement to the Minister, and the Minister may, after -

- (a) inviting and considering any written representations by the employer concerned; and
- (b) consulting with the appropriate advisory council, if any, appointed in terms of [section 19](#);

nullify the agreement by written notice to the employer (or nullify it by a specified date if the employer does not make specified changes to the agreement), without, however, affecting the validity of anything done in good faith under the agreement before the date of such nullification, or exposing the employer to any liability for anything done in good faith before that date in accordance with the agreement that is contrary to any employment regulations, collective bargaining agreement or other contract or agreement applicable to the employees concerned.

[Subsection inserted by [section 6](#) of [5 of 2015](#).]

[Section substituted by section 10 of 17 of 2002.]

### **13. Wages and benefits upon termination of employment**

(1) Subject to this Act or any regulations made in terms of this Act, whether any person -

- (a) is dismissed from his employment or his employment is otherwise terminated; or
- (b) resigns from his employment; or
- (c) is incapacitated from performing his work; or
- (d) dies;

he or his estate, as the case may be, shall be entitled to the wages and benefits due to him up to the time of such dismissal, termination, resignation, incapacitation or death, as the case may be, including benefits with respect to any outstanding vacation and notice period, medical aid, social security and any pension, and the employer concerned shall pay such entitlements to such person or his estate, as the case may be, as soon as reasonably practicable after such event, and failure to do so shall constitute an unfair labour practice.

(1a) Wages and benefits payable to any person or to his or her estate in terms of this section shall not form part of or be construed as a retrenchment package which an employee is entitled to where his or her employment has been terminated as a result of retrenchment in terms of [section 12C](#).

[Subsection inserted by section 9 of 7 of 2005.]

(2) Any employer who without the Minister's permission withholds or unreasonably delays the payment of any wages or benefits owed in terms of [subsection \(1\)](#) shall be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.

[Subsection amended by section 4 of 22 of 2001.]

(3) The court convicting an employer of an offence in terms of [subsection \(2\)](#) may order him to pay -

- (a) to the employee concerned; or
- (b) to any person specified by it for the benefit of the employee concerned;

in addition to any other penalty which it may impose, an amount which, in its opinion, will adequately compensate the employee concerned for any prejudice or loss he has suffered as a result of the contravention concerned, within such period and in such instalments as may be fixed by such court.

(4) The court may at any time on the application of the employer, employee or specified person concerned, for good cause shown, vary an order made in terms of [subsection \(3\)](#).

(5) Sections 348 and 349 of the Criminal Procedure and Evidence Act [*Chapter 9:07*] shall apply, *mutatis mutandis*, in relation to the amount specified in an order made in terms of [subsection \(3\)](#) as if such amount were a fine referred to in those sections.

(6) Nothing contained in this section shall be construed as precluding a person referred to in [subsection \(1\)](#)

or his representative or the executor of his estate, as the case may be, from claiming over and above any wages or benefits to which he or his estate is entitled in terms of [subsection \(1\)](#), damages for any prejudice or loss suffered in connection with such dismissal, termination, resignation, incapacitation or death, as the case may be.

#### **14. Sick leave**

(1) Unless more favourable conditions have been provided for in any employment contract or in any enactment, sick leave shall be granted in terms of this section to an employee who is prevented from attending his duties because he is ill or injured or undergoes medical treatment which was not occasioned by his failure to take reasonable precautions.

(2) During any one-year period of service of an employee an employer shall, at the request of the employee supported by a certificate signed by a registered medical practitioner, grant up to ninety days' sick leave on full pay.

(3) If, during any one-year period of service of an employee, the employee has used up the maximum period of sick leave on full pay, an employer shall, at the request of the employee supported by a certificate signed by a registered medical practitioner, grant a further period of up to ninety days' sick leave on half pay where, in the opinion of the registered medical practitioner signing the certificate, it is probable that the employee will be able to resume duty after such further period of sick leave.

(4) If, during any one-year period of service, the period or aggregate periods of sick leave exceed -

- (a) ninety days' sick leave on full pay; or
- (b) subject to [subsection \(3\)](#), one hundred and eighty days' sick leave on full and half pay;

the employer may terminate the employment of the employee concerned.

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

[Section substituted by section 11 of 17 of 2002.]

#### **14A. Vacation leave**

(1) In this section -

"qualifying service", in relation to vacation leave accrued by an employee, means any period of employment following the completion of the employee's first year of employment with an employer.

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

Provided that, if an employee is granted only a portion of the total vacation leave which may have accrued to him, he may be granted the remaining portion at a later date, together with any further vacation leave which may have accrued to him at that date, without forfeiting any such accrued leave.

(3) All Saturdays, Sundays and public holidays falling within a period of vacation leave shall be counted as part of vacation leave.

[Subsection amended by section 37 of 7 of 2005.]

(4) An employee who becomes ill or is injured during a period of vacation leave may cancel his vacation leave and apply for sick leave.

(5) Where an employee has no vacation leave accrued, he may be granted vacation leave without pay.

[Section inserted by section 11 of 17 of 2002.]

#### **14B. Special leave**

Special leave on full pay not exceeding twelve days in a calendar year shall be granted by an employer to an employee -

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

(e) on the death of a spouse, parent, child or legal dependant;

(f) on any justifiable compassionate ground.

[Section inserted by section 11 of 17 of 2002.]

#### **14C. Weekly rest and remuneration for work during public holidays**

(1) Every employee shall be entitled to not less than twenty-four continuous hours of rest each week, either on the same day of every week or on a day agreed by the employer and employee.

(2) Subject to [subsection \(3\)](#), an employee shall be granted leave of absence during every public holiday, and shall be paid his current remuneration for that day if it occurs on a day on which he would otherwise have been required to work.

(3) Where an employee consents to work on a public holiday he shall be paid not less than twice his current remuneration for that day, whether or not that day is one on which he would otherwise have been required to work.

[Section inserted by section 11 of 17 of 2002.]

#### **15. Death of employer**

Except where more favourable conditions have otherwise been provided for in the employment contract concerned or in terms of any relevant enactment, including any regulations made in terms of this Act, or in any agreement or determination made or given effect to in terms of any enactment, a contract of employment between an employee and an employer who is an individual shall not be terminated on the death of the employer but shall continue to have effect until the expiration of the period after which it would have terminated had due notice of termination been given on the day on which the employer died, and during such period the employee shall be entitled to such wages and other benefits as are provided for in the employment contract from the person legally representing the deceased employer in his capacity as such.

#### **16. Rights of employees on transfer of undertaking**

(1) Subject to this section, whenever any undertaking in which any persons are employed is alienated or transferred in any way whatsoever, the employment of such persons shall, unless otherwise lawfully terminated, be deemed to be transferred to the transferee of the undertaking on terms and conditions which are not less favourable than those which applied immediately before the transfer, and the continuity of employment of such employees shall be deemed not to have been interrupted.

(2) Nothing in [subsection \(1\)](#) shall be deemed -

(a) to prevent the employees concerned from being transferred on terms and conditions of employment which are more favourable to them than those which applied immediately before the transfer, or from obtaining terms and conditions of employment which are more favourable than those which applied immediately before, or subsequent to, the transfer;

(b) to prevent the employees concerned from agreeing to terms and conditions of employment which are in themselves otherwise legal and which shall be applicable on and after the transfer, but which are less favourable than those which applied to them immediately before the transfer:

Provided that no rights to social security, pensions, gratuities or other retirement benefits may be diminished by any such agreement without the prior written authority of the Minister;

(c) to affect the rights of the employees concerned which they could have enforced against the person who employed them immediately before the transfer, and such rights may be enforced against either the employer or the person to whom the undertaking has been transferred or against both such persons at any time prior to, on or after the transfer;

(d) to derogate from or prejudice the benefits or rights conferred upon employees under the law relating to insolvency.

(3) It shall be an unfair labour practice to violate or evade or to attempt to violate or evade in any way the provisions of this section.

#### **17. Regulatory powers of Minister**

(1) Subject to this Act, the Minister, after consultation with the appropriate advisory council, if any, appointed in terms of [section 19](#), may make regulations providing for the development, improvement, protection, regulation

and control of employment and conditions of employment.

[Subsection amended by section 12 of 17 of 2002.]

(2) Where the Minister has made regulations in terms of [subsection \(1\)](#), every contract, agreement, arrangement of any kind whatsoever, determination or regulation made in terms of any enactment which related to the employment of an employee to whom such regulations relate and which provides terms or conditions less favourable to the employee than those specified in the regulations, shall be construed with such modifications, qualifications, adaptations and exceptions as may be necessary to bring it into conformity with such regulations.

[Subsection substituted by section 12 of 17 of 2002.]

(3) Without prejudice to the generality of [subsection \(1\)](#), the Minister may make regulations in terms of that subsection providing for -

- (a) the rights of employees, including minimum wages, benefits, social security, retirement and superannuation benefits, and other conditions of employment;
- (b) the deductions which may be made from the wages of employees;
- (c) the hours of work of employees, including overtime, night and shift work and the remuneration therefor;
- (d) rest and meal breaks, the provision of food and other services at work in special cases and the charges that may be made from wages therefor;
- (e) leave, including sick leave, maternity leave and bereavement leave, that shall be granted to employees and the remuneration and allowances that shall be payable in respect thereof;
- (f) the holidays that shall be granted to, or that may be withheld from, employees, and the remuneration and allowances that shall be payable in respect thereof;
- (g) the establishment of pension, social security, sick, medical, holiday, provident, insurance and other funds for employees, and the levying of contributions thereto by employers and employees;
- (h) the special conditions that shall be applicable to female, juvenile and disabled employees, including the prohibition of the employment of persons below the age of sixteen years;
- (i) the restriction on the employment of juveniles and pregnant women in specified types and categories of employment or at specified hours, and the rights and privileges of mothers with suckling infants;
- (j) the regulation and control of employment on contract, overtime, part-time, short-time or casual basis, including the conditions relating to any such employment;
- (k) the encouragement of employment of disabled persons and the remuneration and allowances payable to, and the facilities which should be provided for, such persons;
- (l) the settling of disputes in a category or class of employment by reference to specified officials or tribunals;
- (m) the protection of the rights of employees in respect of wages, pensions, benefits and holidays where the employer terminates or transfers his undertaking;
- (n) the implementation of any national or international standards of employment, including those related to the rights and obligations of employers and employees as to safety, health and compensation for occupational disablement;
- (o) the recruitment and employment of unskilled, semi-skilled and skilled labour and apprentices in any occupation, including the regulation and control of the recruitment of citizens, non-citizens and residents for any type of employment within and outside Zimbabwe:

Provided that no regulations shall be made in terms of this paragraph without prior consultation with the Minister responsible for apprenticeship training;

- (p) the employment of unemployed persons and persons released from penal institutions;
- (q) regulating and restricting the circumstances in which employers may suspend or terminate the employment of any of their employees;
- (r) specifying or otherwise restricting the circumstances in which contracts of employment may be terminated summarily or otherwise;
- (s) the reinstatement of employees where they have been retrenched, whether voluntarily or otherwise in circumstances which are to their disadvantage, or which are contrary to the national interest;
- (t) the regulation and control of persons recruiting labour or operating employment agencies, including the registration of such persons or employment agencies;
- (u) any other matter relating to or connected with employment which it may be necessary to regulate.

(4) Regulations made in terms of [subsection \(1\)](#) may provide for penalties for any contravention thereof:

Provided that no such penalty shall exceed a fine of level five or imprisonment for a period of six months or both such fine and such imprisonment.

[Subsection amended by section 4 of 22 of 2001.]

(5) Unless in the opinion of the Minister the urgency of the situation demands otherwise, the Minister shall, before making regulations in terms of this section, cause to be published in the *Gazette* a notice setting forth the general purport of the proposed regulations and stating that the regulations shall be open for inspection at a place specified in the notice, and calling upon persons who have any objections to the proposed regulations to lodge them in writing with the Minister within thirty days of the date of publication of such notice:

Provided that failure by the Minister to comply with this subsection shall not affect the validity of the regulations concerned.

## 18. Maternity leave

(1) Unless more favourable conditions have otherwise been provided for in any employment contract or in any enactment, maternity leave shall be granted in terms of this section for a period of ninety-eight days on full pay to a female employee who has served for at least one year.

[Subsection amended by section 10 of 7 of 2005.]

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

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

Provided that paid maternity leave shall be granted only once during any period of twenty-four months calculated from the day any previous maternity leave was granted.

(4) . . . . .

[Subsection repealed by section 10 of 7 of 2005.]

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

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

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

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

(9) Any person who contravenes this section shall be guilty of an unfair labour practice.

(10) Notwithstanding [subsections \(8\)](#) and [\(9\)](#), the grant of breaks during normal working time to a female employee for the purpose of nursing her child shall be made in accordance with all the exigencies of her employment and nothing done to prevent any disruption of normal production processes or any interference with the efficient running of an undertaking or industry shall be held to be in contravention of [subsection \(8\)](#).

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

[Section substituted by section 13 of 17 of 2002.]

## PART V

### *Advisory Councils and Wage and Salary Control*

[Heading amended by section 37 of 7 of 2005.]

## 19. Advisory councils

The Minister may, either on his or her own initiative or on the recommendation of any employer or employee of any association representing employers or employees, appoint advisory councils consisting of such persons as the Minister may deem fit, to investigate and make recommendations to him or her as to one or more of the following -

- (a) in connection with wages, salaries or benefits -
  - (i) the fixing of minimum wages and benefits for employees; or
  - (ii) any other matters to which minimum wage notices may relate;
- (b) the making or regulations in terms of [section 17](#) or [section 26](#);
- (c) the compilation of a list of arbitrators in terms of [section 98 \(6\)](#);
- (d) the declaration of any service as an essential service in terms of the definition of "[essential service](#)" contained in [section 102](#);
- (e) the code of picketing in terms of [section 104A](#);
- (f) any other matter as may give better effect to the provisions of this Act.  
[Section substituted by section 11 of 7 of 2005.]

## 20. Minimum wage notices

- (1) The Minister may, by statutory instrument -
  - (a) in respect of any class of employees in any undertaking or industry -
    - (i) specify the minimum wage and benefits in respect of such class of employees;
    - (ii) require employers to grant or negotiate increments on annual income of such minimum amount or percentage as he may specify;and prohibit the payment of less than such specified minimum wage, benefits or increments to such class of employees;
  - (b) regulate or prohibit the making of deductions from the wages and benefits of an employee to whom such notice relates;
  - (c) regulate or prohibit the withdrawal, reduction or alteration of any benefits to which an employee to whom such notice relates was entitled in respect of his employment immediately before the date of commencement of such notice;
  - (d) give such other direction or make such other provision as he may deem necessary or desirable to ensure the payment of a minimum or other specified wage or benefits to any class of employees;
  - (e) provide for exemptions from [paragraphs \(a\), \(b\), \(c\) and \(d\)](#).
- (2) Where the Minister has issued a minimum wage notice in terms of [subsection \(1\)](#) -
  - (a) every contract, agreement, determination or regulation made in terms of any enactment which related to the employment of an employee to whom such minimum wage notice relates and which provides for wages, benefits or deductions from wages which are less favourable to the employee than those specified in the notice, shall be construed with such modifications, qualifications, adaptations and exceptions as may be necessary to bring it into conformity with such notice;
  - (b) every agreement or arrangement of any kind whatsoever, express or implied, whether made before or after the date of commencement of such minimum wage notice by an employer or employee to whom such notice relates, which conflicts with such notice shall, to the extent of such conflict, be construed with such modifications, qualifications, adaptations and exceptions as may be necessary to bring it into conformity with such notice.
- (3) Any person who contravenes a notice issued in terms of [subsection \(1\)](#) shall -
  - (a) commit an unfair labour practice for which redress may be sought in terms of Part XII; and
  - (b) be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.  
[Subsection amended by section 4 of 22 of 2001.]
- (4) The court convicting an employer of an offence in terms of sub-section (3) (b) may order him to pay -
  - (a) to the employee concerned; or
  - (b) to any person specified by it for the benefit of the employee concerned;

in addition to any other penalty which it may impose, an amount which, in its opinion, will adequately compensate the employee concerned for any prejudice or loss he has suffered as a result of the contravention concerned, within



such period and in such instalments as may be fixed by such court.

(5) Sections 348 and 349 of the Criminal Procedure and Evidence Act [*Chapter 9:07*] shall apply, *mutatis mutandis*, in relation to the amount specified in an order made in terms of [subsection \(4\)](#) as if such amount were a fine referred to in those sections.

(6) Nothing contained in this section shall be construed as precluding an employee, notwithstanding an order made in terms of [subsection \(4\)](#), from recovering by civil proceedings any amount or additional amount by which he has been prejudiced as a result of any contravention of a minimum wage notice.

## **21. Prohibition of termination of services of employee**

(1) No employer shall, otherwise than in terms of an exemption granted to him in terms of [subsection \(2\)](#), terminate the services of an employee solely on the ground of a requirement to pay him a minimum wage in terms of a minimum wage notice.

(2) Where the Minister considers that special circumstances exist, he may, by notice in writing, and on such terms and conditions as he may specify, grant an employer exemption from [subsection \(1\)](#).

(3) Any person who contravenes [subsection \(1\)](#) shall be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.

[Subsection amended by section 4 of 22 of 2001.]

## **22. . . . .**

[Section repealed by section 12 of 7 of 2005.]

## **PART VI**

### *Workers Committees: Formation and Functions*

## **23. Formation of workers committees**

(1) Subject to this Act and any regulations, employees employed by any one employer may appoint or elect a workers committee to represent their interests:

Provided that no managerial employee shall be appointed or elected to a workers committee, nor shall a workers committee represent the interests of managerial employees, unless such workers committee is composed solely of managerial employees appointed or elected to represent their interests.

(1a) Subject to [subsection \(1b\)](#), the composition and procedure of a workers committee shall be as determined by the employees at the workplace concerned.

[Subsection inserted by section 14 of 17 of 2002.]

(1b) Notwithstanding [subsection \(1a\)](#), if a trade union is registered to represent the interests of not less than fifty *per centum* of the employees at the workplace where a workers committee is to be established, every member of the workers committee shall be a member of the trade union concerned.

[Subsection inserted by section 14 of 17 of 2002.]

(2) For the purposes of appointing or electing a workers committee, employees shall be entitled to -

- (a) be assisted by a labour officer or a representative of the appropriate trade union; and
- (b) reasonable facilities to communicate with each other and meet together during working hours at their place of work; and
- (c) be provided by their employer with the names and relevant particulars of all employees employed by him;

so however, that the ordinary conduct of the employer's business is not unduly interfered with.

[Subsection amended by section 13 of 7 of 2005.]

(3) In the event of any dispute arising in relation to the exercise of any right referred to in [subsection \(2\)](#), either party to the dispute may refer it to the labour officer mentioned in paragraph (a) of that subsection, or, in the absence of such labour officer, any other labour officer, and the determination of the labour officer on the dispute shall be final unless the parties agree to refer it to voluntary arbitration.

[Subsection substituted by section 13 of 7 of 2005.]

## 24. Functions of workers committees

- (1) A workers committee shall -
  - (a) subject to this Act, represent the employees concerned in any matter affecting their rights and interests; and
  - (b) subject to [subsection \(3\)](#), be entitled to negotiate with the employer concerned a collective bargaining agreement relating to the terms and conditions of employment of the employees concerned; and
  - (c) subject to Part XIII, be entitled to recommend collective job action to the employees concerned; and
  - (d) where a works council is or is to be constituted at any workplace, elect some of its members to represent employees on the works council.
- (2) Subject to [subsection \(3\)](#), where a workers committee has been appointed or elected to represent employees, no person other than such workers committee and the appropriate trade union, if any, may -
  - (a) act or purport to act for the employees in negotiating any collective bargaining agreement; or
  - (b) direct or recommend collective job action to the employees.
- (3) Where an appropriate trade union exists for any employees, a workers committee of those employees may negotiate a collective bargaining agreement with an employer -
  - (a) in the case where the trade union has no collective bargaining agreement with the employer concerned, only to the extent that such negotiation is authorized in writing by the trade union concerned; or
  - (b) in the case where there is a collective bargaining agreement, only to the extent permitted by such collective bargaining agreement; or
  - (c) where the Minister certifies in writing that -
    - (i) the issue in question was omitted from or included in the principal collective bargaining agreement when it should not have been so omitted or included; and
    - (ii) the parties to the principal collective bargaining agreement have failed or are not in a position to reach an agreement on such an issue.

## 25. Effect of collective bargaining agreements negotiated by workers committees

(1) Every collective bargaining agreement which has been negotiated by a workers committee shall be referred by the workers committee to the employees and the trade union concerned, and, if approved by the trade union and by more than fifty *per centum* of the employees, shall become binding on the employer and the employees concerned:

Provided that where there is any conflict between the terms and conditions of any such collective bargaining agreement and collective bargaining agreement negotiated by an appropriate trade union, the latter shall prevail unless the terms and conditions of the former collective bargaining agreement are more favourable to the employees concerned, in which case such last-mentioned terms and conditions shall prevail.

(2) Where a collective bargaining agreement which has been negotiated by a workers committee contains any provision which is, or has become -

- (a) inconsistent with this Act or any other enactment; or
- (b) . . . . .

[Paragraph repealed by section 14 of 7 of 2005]

- (c) unreasonable or unfair, having regard to the respective rights of the parties;

the Minister may direct the parties to the agreement to negotiate, within such period as he may specify, an amendment to the agreement in such manner or to such extent as he may specify, and he may give such other directions relating to the operation of the agreement pending its amendment as he may deem fit, and such directions shall be binding on the parties.

(3) Where the Minister has made a direction in terms of [subsection \(2\)](#), it shall be the duty of the parties to the collective bargaining agreement concerned to negotiate an amendment to the agreement in good faith, and to report back to the Minister within the period specified in the direction the extent to which they have been able or unable to agree in amending the agreement.

- (4) The Minister may, after considering any report submitted to him in terms of [subsection \(3\)](#), amend the

collective bargaining agreement concerned in accordance with the report of the parties or in such other manner as he may deem necessary in the national interest, having regard to the considerations specified in [paragraphs \(a\), \(b\) and \(c\) of subsection \(2\)](#), and the agreement, as amended, shall, subject to this Act, be binding on the employer and the employees concerned.

(5) A collective bargaining agreement negotiated in terms of this section shall not be affected by -

- (a) where the employer is a corporate body, a change in membership of the management or ownership of the employer; or
- (b) a change in membership of the workers committee or the employees concerned; or
- (c) a transfer of the undertaking or industry in which the employees concerned are employed.

(6) Any person who is aggrieved by any determination or direction in terms of [subsection \(2\)](#) or any amendment of a collective bargaining agreement in terms of [subsection \(4\)](#) may appeal to the Labour Court.

[Subsection inserted by section 14 of 7 of 2005.]

## **25A. Composition, procedure and functions of works councils**

(1) In every establishment in which a workers committee representing employees other than managerial employees has been elected, there shall be a works council.

(2) A works council shall be composed of an equal number of members representing the employer and the workers committee.

(3) The procedure of a works council shall be as determined by the employer and the workers committee at the establishment concerned.

(4) Without prejudice to the provisions of any collective bargaining agreement that may be applicable to the establishment concerned, the functions of a works council shall be -

- (a) to focus the best interests of the establishment and employees on the best possible use of its human, capital, equipment and other resources, so that maximum productivity and optimum employment standards may be maintained; and
- (b) to foster, encourage and maintain good relations between the employer and employees at all levels, and to understand and seek solutions to their common problems; and
- (c) to promote the general and common interest, including the health, safety and welfare of both the establishment and its workers; and
- (d) in general, to promote and maintain the effective participation of employees in the establishment, and to secure the mutual co-operation and trust of employees, the employer and any registered trade union representing employees in the establishment, in the interests of industrial harmony.

(5) Without prejudice to the provisions of any collective bargaining agreement that may be applicable to the establishment concerned, a works council shall be entitled to be consulted by the employer about proposals relating to any of the following matters -

- (a) the restructuring of the workplace caused by the introduction of new technology and work methods;
- (b) product development plans, job grading and training and education schemes affecting employees;
- (c) partial or total plant closures and mergers and transfers of ownership;
- (d) the implementation of an employment code of conduct;
- (e) the criteria for merit increases or payment of discretionary bonuses;
- (f) the retrenchment of employees, whether voluntary or compulsory:

Provided that any matter involving the retrenchment of five or more employees within a period of six months shall be governed by [sections 12C and 12D](#), unless otherwise agreed by the employer with the members of the works council representing the workers committee.

(6) Before an employer may implement a proposal relating to any matter referred to in [subsection \(5\)](#), the employer shall -

- (a) afford the members of the works council representing the workers committee a reasonable opportunity to make representations and to advance alternative proposals;
- (b) consider and respond to the representations and alternative proposals, if any, made under [paragraph \(a\)](#) and, if the employer does not agree with them, state the reasons for disagreeing;
- (c) generally, attempt to reach consensus with the members of the works council representing the workers committee on any matter referred to in [subsection \(5\)](#).

[Section inserted by section 15 of 17 of 2002.]

## **26. Minister may make regulations relating to workers committees**

(1) The Minister may, after consultation with the appropriate advisory council, if any, appointed in terms of [section 19](#), make such regulations as he considers necessary for the control of workers committees and works councils and, without derogation from the generality of his power in this regard, such regulations may provide for -

- (a) the methods or procedures to be followed for the formation of workers committees;
- (b) the tenure of office of members of workers committees;
- (c) the operation, management and conduct of the affairs of workers committees and works councils;  
[Subsection amended by section 45 of 17 of 2002.]

(2) Regulations made in terms of [subsection \(1\)](#) may provide penalties for any contravention thereof:

Provided that no such penalty shall exceed the penalties referred to in section 128.

## **PART VII**

### *Trade Unions, Employers Organizations and Federations of Trade Unions and Employers Organizations*

## **27. Right to form trade unions or employers organizations**

- (1) Subject to this Act, any group of employees may form a trade union.
- (2) Subject to this Act, any group of employers may form an employers' organization.
- (3) Subject to this Act, any group of trade unions or employers organizations may form a federation.

## **28. Requirements for formation of trade unions and employers organizations**

- (1) Every trade union, employers' organization or federation shall -
  - (a) subject to [subsection \(2\)](#), before it raises funds from any source; and
  - (b) within six months of its formation;

adopt a written constitution which shall provide for -

- (i) the qualifications for membership, including membership fees, if any; and
  - (ii) the right of any person to membership if he is prepared to abide by the rules and conditions of membership; and
  - (iii) the number of officials and office bearers, their powers and functions and their appointment or election; and
  - (iv) the holding of annual general meetings; and
  - (v) the submission by any official or office bearer to re-appointment or re-election if a petition therefor is made -
    - (A) within one year of his appointment or election, as the case may be, by not less than three quarters; or
    - (B) later than one year of his appointment or election, as the case may be, by not less than one quarter;
- of the members of the trade union, employers organization or federation; and
- (vi) the call and conduct of meetings of members or representatives of members of the trade union, employers organization or federation; and
  - (vii) the prohibition of discrimination against any members or class of members on grounds of race, tribe, place of origin, political opinion, colour, creed, gender, pregnancy, HIV/AIDS status or, subject to the Disabled Persons Act [*Chapter 17:01*], any disability referred to in the definition of "disabled person" in that Act; and

[Subparagraph amended by section 45 of 17 of 2002.]

- (viii) the amendment of the constitution; and

(ix) the winding up of the trade union, employers' organization, or federation;

and failure to so provide in the constitution shall constitute an unfair labour practice by the trade union, employers' organization, or federation concerned.

(2) A trade union, employers' organization or federation may, notwithstanding [subsection \(1\)](#) and before it has adopted a written constitution in terms of that subsection, raise funds in respect of membership fees to an amount not exceeding such amount as may be specified by the Minister by statutory instrument for the purposes of this subsection.

(3) Every trade union, employers' organization or federation shall, within six months of its formation, submit two copies of its constitution to the Minister, and shall within one month of any amendment of its constitution submit copies of such amendment with a statement of the purpose thereof to the persons and authorities mentioned in this subsection.

(4) It shall be the duty of every official or office bearer of a trade union, employers' organization or federation to ensure compliance with this section.

## 29. Registration of trade unions and employers organizations and privileges thereof

(1) Subject to this Act, any trade union, employers' organization or federation may, if it so desires, apply for registration.

(2) Every trade union, employers organization or federation shall, upon registration, become a body corporate and shall in its corporate name be capable of suing and being sued, of purchasing or otherwise acquiring, holding or alienating property, movable or immovable, and of doing any other act or thing which its constitution requires or permits it to do, or which a body corporate may, by law, do.

(3) . . . . .

[Subsection repealed by section 16 of 17 of 2002.]

(4) Subject to this Act, a registered trade union or federation of such unions shall be entitled -

(a) to be assisted by a labour officer or designated agent of the appropriate employment council in its dealings with employers; and

[Paragraph amended by section 15 of 7 of 2005.]

(b) through its duly authorized representatives, to the right of access to employees conferred by [section 7 \(2\)](#); and

(c) to be provided by employers with the names and other relevant particulars, including particulars as to wages of all employees who are employed in the industry or undertaking for which the trade union or federation is registered, and who are members of the trade union or federation concerned; and

(d) to make representations to a determining authority or the Labour Court; and

(e) . . . . .

[Paragraph repealed by section 15 of 7 of 2005.]

(f) to form or be represented on any employment council; and

(g) to recommend collective job action; and

(h) to levy, collect, sue for and recover union dues; and

(i) to act as an agent union in terms of [section 31](#); and

(j) to exercise any other right or privilege conferred by this Act on registered trade unions or federations thereof.

(4a) In addition to the privileges specified in [subsection \(4\)](#), an official or office-bearer of a registered trade union or federation shall be entitled to take such reasonable paid or unpaid leave during working hours as may be agreed under a collective bargaining agreement for the purpose of enabling the official or office-bearer to perform the functions of his office:

Provided that if the parties negotiating a collective bargaining agreement fail to agree on the extent of paid or unpaid leave for the purposes of this subsection, either or both of the parties to the dispute may refer the matter to a labour officer who shall thereupon deal with it in terms of [section 93](#).

[Subsection inserted by section 16 of 17 of 2002 and proviso substituted by section 15 of 7 of 2005.]

(5) Subject to this Act, a registered employers' organization shall be entitled -

(a) to be assisted by a labour officer or a designated agent of the appropriate employment council in its dealings with trade unions or workers committees; and

[Paragraph amended by section 15 of 7 of 2005.]

- (b) through its duly authorized representatives, to be provided by trade unions and workers committees with the names and other relevant particulars of all their members; and
- (c) to make representations to a determining authority or the Labour Court; and
- (d) . . . . .  
[Paragraph repealed by section 15 of 7 of 2005.]
- (e) to form or be represented on any employment council; and
- (f) to exercise any other right or privilege conferred by this Act on registered employers organizations.

### 30. Unregistered trade unions and employers organizations

(1) No unregistered trade union or employers' organization may in its corporate name -

- (a) make representations to the Labour Court; or
- (b) be assisted by a labour officer or a designated agent of any employment council.  
[Paragraph amended by section 16 of 7 of 2005.]

(2) No unregistered trade union or employers' organization may, whether in its corporate name or through any of its members -

- (a) . . . . .  
[Paragraph repealed by section 16 of 7 of 2005.]

- (b) form or be represented on any employment council; or
- (c) be entitled to be provided with the particulars specified in sub-section (4) (c) or [subsection \(5\) \(b\) of section 29](#).

(3) No unregistered trade union may, whether in its corporate name or otherwise -

- (a) recommend collective job action; or
- (b) have the right of access to employees conferred by [section 7 \(2\)](#); or
- (c) levy, collect or recover union dues by means of a check-off scheme.  
[Paragraph substituted by section 16 of 7 of 2005.]

### 31. When trade union may act as agent union

(1) Subject to [subsection \(2\)](#), a registered trade union may act as the agent union of employees in any undertaking or industry who are not otherwise represented by a registered trade union if -

- (a) not less than fifty *per centum* of the employees concerned are in favour of such trade union representing them; or
- (b) an unregistered trade union or a registered trade union which otherwise represents the employees concerned requests the registered trade union to act as its agent union; or
- (c) the Minister so requests.

(2) Except where the Minister has requested a registered trade union to act as an agent union or has consented to such a request in terms of [paragraph \(c\) of subsection \(1\)](#), a registered trade union that desires so to act shall apply to the Minister in writing, together with the prescribed fee, setting out the circumstances giving rise to the application.  
[Subsection amended by [section 7 of 5 of 2015](#).]

(3) On receipt of an application in terms of [subsection \(2\)](#), the Minister may, after taking into account -

- (a) the extent to which the registered trade union appreciates the interests and needs of the employees concerned; and
- (b) the views of any employers or employees who may be affected; and
- (c) any levies or dues the registered trade union proposes to levy from the employees concerned; and
- (d) the ability of the registered trade union to act as an agent union;

grant or refuse the application.

(4) No registered trade union shall act as an agent union -

- (a) for a period of more than three years unless, before the expiry of three years after commencing so to act, the Minister extends such period; or
- (b) after a trade union representing the employees concerned has been registered or has reacquired its competency to represent the employees concerned.

(5) A registered federation of trade unions may act, *mutatis mutandis*, as an agent union with respect to the members of one of its component unions or undertakings.

(6) The Minister may on his own initiative or on the application of any interested party, at any time, revoke the authority of a registered trade union or federation of trade unions to act as an agent union.

### **32. Agent union to disclose other agencies**

A registered trade union or federation of trade unions which is acting as an agent union for any employees may, in terms of [section 31](#), become the agent union for any other employees if it discloses to such other employees its prior agency.

### **33. Application for registration**

(1) Every application for registration by a trade union or employers' organization or federation shall, subject to [section 34](#), be made to the Registrar in the prescribed form together with the prescribed fee.

[Subsection amended by [section 8](#) of [5 of 2015](#).]

(2) The Registrar shall cause notice to be published in the *Gazette* of every application made in terms of this section, and in such notice shall invite any person who wishes to make any representations relating to the application to lodge such representations with the Registrar within such period, not being less than thirty days from the date of the notice, as may be specified in the notice, and to state whether or not he wishes to appear in support of his representations at accreditation proceedings.

(3) Where a document is lost by a trade union, employer's organisation or federation, any person may make an application of the replacement of such document to the Registrar on payment of a prescribed fee.

[Subsection inserted by [section 8](#) of [5 of 2015](#).]

### **34. Requirements of application for registration**

An application for registration of a trade union or employers' organization or federation shall contain the following information -

- (a) the name of the trade union or employers' organization or federation; and
- (b) the names and relevant particulars of the persons intending to secure the registration; and
- (c) the coverage of the proposed trade union or employers' organization or federation with regard to the undertakings or industries concerned, with such exclusions as may be intended; and
- (d) the affiliates to and the affiliations of the trade union or employers' organization or federation, including international, national or local unions, organizations or workers communities; and
- (e) sources of funds and material, both current and anticipated, for organizing the trade union or employers' organization or federation, and the address of its bank;

and shall be accompanied by a copy of its constitution or operational rules.

### **35. Requirements of constitution of registered trade unions or employers organizations**

The constitution of every registered trade union or employers' organization or federation shall, in addition to the matters referred to in [section 28](#), provide for -

- (a) consultation between the various governing bodies or branches of the trade union or employers' organization and members thereof before such trade union or employers' organization or federation -
  - (i) enters upon a collective bargaining agreement; or
  - (ii) recommends collective job action; or
  - (iii) embarks upon any new programme which is likely to substantially affect the rights and interests of its members; or

- (iv) increases fees and other dues payable by its members; or
- (v) assigns an official to represent its members in a particular matter that is of considerable significance to its members; and
- (b) the keeping of books of accounts and the submission of such books of accounts for auditing within three months of the end of each financial year, and the making available to members of certified true copies of the audited accounts and the auditor's report thereon; and
- (c) the prohibition of the use of union or association dues of the trade union or employers' organization or federation for electioneering for the trade union or employers' organization or federation or for political purposes; and
- (d) . . . . .  
[Paragraph repealed by section 18 of 17 of 2002.]
- (e) the equitable sharing of the funds of the trade union or employers' organization with any of its branches; and
- (f) the maintenance of a register of members and a record of the fees, if any, paid by each member and the periods to which those fees relate; and
- (g) the giving to any person who is refused membership or who is expelled of written reasons for such refusal or expulsion; and
- (h) such other matters as may be prescribed.  
[Section amended by section 18 of 7 of 2005.]

**36. Registration of trade unions, employers' organizations and federations**

(1) Subject to this Act, the Registrar may, after considering any representations lodged in terms of [section 33 \(2\)](#) and after the holding of accreditation proceedings, if any, grant or refuse an application for the registration of a trade union or employers' organization or federation.

(2) When granting any application for registration in terms of [subsection \(1\)](#), the Registrar may, after consultation with the applicant, increase or reduce the interests or area in respect of which the applicant applied for registration.

(3) Where the Registrar grants an application for registration of a trade union or employers' organization, he shall enter in his register -

- (a) the name of the trade union or employers' organization; and
- (b) every undertaking or industry in respect of which the trade union or employers' organization is registered; and
- (c) such other particulars as may be prescribed;

and shall issue the trade union or employers' organization with a certificate of registration in the prescribed form.

(4) The Registrar shall, on request, supply any interested person with his reasons for any decision made by him in terms of this section.

**37. . . . .**  
[Section repealed by section 19 of 17 of 2002.]

**38. . . . .**  
[Section repealed by section 19 of 17 of 2002.]

**39. Application or proposal to vary, suspend or rescind registration**

(1) Any interested person, including the trade union or employers' organization concerned, may apply to the Registrar together with the prescribed fee, for the variation, suspension or rescission of the registration of a trade union or employers' organization.

[Subsection amended by [section 9](#) of [5 of 2015](#).]

(2) If a registered trade union or employers' organization -



- (a) no longer adequately represents the interests or area for which it was registered; or
- (b) has failed to perform any of its functions in terms of this Act;

the Minister may, after consultation with the trade union or employers' organization concerned, direct the Registrar to hold accreditation proceedings to determine whether or not the registration of the trade union or employers' organization concerned should be varied, suspended or rescinded.

(3) On receipt of an application in terms of [subsection \(1\)](#) or a direction in terms of [subsection \(2\)](#), the Registrar shall publish notice in the *Gazette* of the application or direction and shall, in such notice, invite any person who wishes to make any representations relating to such application or direction to lodge with him such representations within thirty days of the date of publication of the notice, and to state whether or not he wishes to appear in support of such representations at accreditation proceedings.

#### **40. Variation, suspension or rescission of registration**

(1) Subject to this Act, the Registrar may, after considering any representations lodged in terms of [section 39 \(3\)](#) and after the holding of accreditation proceedings, if any, vary, suspend or rescind the registration of a trade union or employers' organization.

[Subsection amended by section 17 of 7 of 2005.]

(2) The rescission of the certification of a trade union or employers' organization shall have the effect of rescinding the registration of that trade union or employers' organization, unless the Registrar otherwise directs.

(3) The suspension of the registration of a trade union or employers' organization shall have the effect of suspending that trade union or employers' organization, as the case may be, from performing all or any of the functions of a registered trade union or employers' organization, as may be specified in the order of suspension.

[Subsection amended by section 17 of 7 of 2005.]

(4) The Registrar shall, on request, supply any interested person with his reasons for any decision made in terms of this section.

(5) Any person who is aggrieved by any determination or decision made by the Registrar in terms of this section may appeal to the Labour Court.

[Subsection inserted by section 17 of 7 of 2005.]

#### **41. Accreditation proceedings**

Accreditation proceedings shall be held for the purposes of determining whether or not -

- (a) a trade union or employers' organization should be registered;
- (b) . . . . .

[Paragraph repealed by section 20 of 7 of 2005.]

- (c) the registration of a trade union or employers' organization should be varied, suspended or rescinded;

in any case where -

- (i) the Registrar considers that such proceedings should be held; or
- (ii) the Minister directs that such proceedings should be held; or
- (iii) any interested person has requested such proceedings, whether in relation to a trade union or employers' organization which has already been registered or in relation to a trade union or employers' organization which is proposed to be registered:

Provided that the Registrar may, in any case referred to in this subparagraph decline to hold accreditation proceedings.

[Paragraph amended by section 20 of 7 of 2005.]

#### **42. Notice of accreditation proceedings**

(1) Whenever accreditation proceedings are proposed to be held, the Registrar shall give not less than thirty days' notice thereof -

- (a) in writing to the parties concerned; and

(b) by publication of a notice in the *Gazette* and in such other publication as he thinks appropriate.

(2) A notice given in terms of [subsection \(1\)](#) shall specify -

- (a) the subject of the accreditation proceedings; and
- (b) the time and place of the accreditation proceedings;

and shall call upon all interested parties, who wish to do so, to submit any representations they wish to make to the Registrar and to advise him whether or not they will be attending the proceedings.

(3) Where the Registrar has received any representations relating to any matter to be considered at accreditation proceedings, he shall submit or make available a copy thereof to other interested parties as soon as practicable.

#### **43. Procedure at accreditation proceedings**

At the hearing of any accreditation proceedings -

- (a) the parties -
  - (i) may appear in person or by any duly authorized representative;
  - (ii) shall be given a reasonable opportunity of presenting their case;
- (b) the Registrar shall preside and shall, subject to any procedure that may be prescribed, act in such manner and on such principles as he deems best fitted to do substantial justice to the parties and to carry out the objects of this Act.

#### **44. Notification of decision made at accreditation proceedings**

Upon the completion of any accreditation proceedings, the Registrar shall notify all interested party who appeared at the proceedings of his decision in writing and his reasons therefor.

#### **45. Considerations relating to registration or variation, suspension or rescission of registration of trade unions or employers organizations**

(1) In any determination of the registration of a trade union or employers' organization or of the variation, suspension or rescission thereof, the Registrar shall -

- (a) take into account -
  - (i) representations by -
    - (A) employers and employees who might be affected; and
    - (B) the Minister; and
    - (C) any member of the public or any section thereof likely to be affected; and  
[Subparagraph amended by section 18 of 7 of 2005.]
  - (iii) the desirability of affording the majority of the employees and employers within an undertaking or industry effective representation in negotiations affecting their rights and interests; and
  - (iv) the desirability of reducing, to the least possible number, the number of entities with which employees and employers have to negotiate; and
  - (vi) whether representations made in terms of [section 39 \(3\)](#) or at any accreditation proceedings in terms of [section 41](#) indicate that the trade union or employers' organization will not be substantially representative of the employees or employers it proposes to represent; and
- (b) ensure compliance with the following requirements -
  - (i) a trade union shall not represent employers;
  - (ii) an employers' organization shall not represent employees other than managerial employees;
  - (iii) the constitution of a trade union or employers' organization shall not be inconsistent with this Act.

[Subsection amended by section 21 of 17 of 2002.]

(2) Where any person asserts that there should, in any particular case, be any departure from the general rule referred to in [subsection \(1\) \(a\) \(iv\)](#), the burden of proving such assertion shall lie on such person.

#### 46. Matters to be determined by Labour Court

In the event of any dispute as to -

- (a) the extent or description of any undertaking or industry; or
- (b) whether any employees are managerial employees;

the matter shall be referred to the Labour Court for determination.

#### 47. Right of appeal

Any person who is aggrieved by a decision of the Registrar -

- (a) to register a trade union or employers' organization; or
- (b) not to register a trade union or employers' organization; or
- (c) to vary, suspend or rescind the registration of a trade union or employers' organization or to decline such variation, suspension or rescission; or
- (d) . . . . .  
[Paragraph repealed by section 21 of 17 of 2002.]
- (e) to decline to hold accreditation proceedings;

may, subject to this Part, appeal to the Labour Court.

[Section amended by section 22 of 17 of 2002.]

#### 48. Notice of appeal

(1) A person who intends to appeal in terms of [section 47](#) shall, within thirty days of the date on which he was notified of the decision against which he intends to appeal, in such form and manner as may be prescribed, give notice of appeal and of the grounds on which the appeal is based to the Registrar, and to every person who appeared at the accreditation proceedings, if any, concerned.

(2) A notice of appeal in terms of [subsection \(1\)](#) shall not suspend the operation or effect of the decision appealed against.

[Subsection substituted by section 19 of 7 of 2005.]

(3) The Registrar may, on the application of any person, by notice in writing impose such reasonable restrictions as he considers necessary on the activity of any trade union or employers' organization concerned in an appeal referred to in sub-section (1) in order to protect the reasonable interests of the public and of persons concerned in the appeal.

(4) Any person upon whom restrictions have been imposed in terms of [subsection \(3\)](#) may, with due notice to the other persons concerned, make representations to the Registrar in respect thereof and the Registrar may, if he thinks fit, vary or revoke such restrictions.

(5) Any person upon whom restrictions have been imposed in terms of [subsection \(3\)](#) shall, if he fails to comply therewith, be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.

[Subsection amended by section 4 of 22 of 2001.]

#### 49. Appeals before Labour Court

(1) On an appeal before the Labour Court in terms of [section 47](#) -

- (a) the parties thereto shall be given a reasonable opportunity of presenting their case:

Provided that the Labour Court may direct in any particular case that the parties shall be confined to submitting their representations in writing and, in such case, each party shall be given a reasonable opportunity of replying to the representations of the other party;

- (b) the Labour Court shall, subject to such procedures as may be prescribed, act in such manner and on such principles as he deems best fitted to do substantial justice to the parties, and to carry out the

objects of this Act.

(2) On an appeal in terms of [section 47](#), the Labour Court may, subject to this Part, confirm, vary or set aside the decision of the Registrar appealed against, and may make such other order, whether as to costs or otherwise, as he thinks necessary or appropriate.

## **50. Right of membership of registered trade unions and employers organizations**

(1) Every employee shall be entitled to membership of any registered trade union which represents his undertaking or industry if he is prepared to comply with its rules and conditions of membership.

(2) Every employer shall be entitled to membership of any registered employers' organization which represents his undertaking or industry if he is prepared to comply with its rules and conditions of membership.

## **51. Supervision of election of officers**

(1) The Minister may, where the national interest so demands, cause to be supervised the holding of elections to any office or post in a registered trade union or employers' organization.

(2) Without derogation from the generality of [subsection \(1\)](#) the Minister may, on the advice of the Registrar

- (a) set aside any election if the election was not properly conducted or if the result of the election did not represent the views of the electors;
- (b) postpone, or change the venue of or procedure for, any election, if it is necessary to do so to ensure that the views of electors are given proper expression;
- (c) assign responsibility for the conduct of any election to any trade union or employers' organization;
- (d) if the conduct of any election campaign by any person is leading to a misrepresentation of any issues involved in such election, and the consequences of such misrepresentation have serious implications for the national interest, prohibit any person from so conducting the election campaign;
- (e) make regulations for controlling and regulating elections and for fixing the qualifications for officers of registered trade unions and employers organizations.

(3) Any person who is aggrieved by any action taken by the Minister in terms of this section may appeal to the Labour Court.

[Subsection inserted by section 20 of 7 of 2005.]

## **52. Right to union or association dues**

(1) For the purpose of fulfilling its obligation to represent the interests of its members employed or engaged in the undertaking or industry for which it is registered, a registered trade union or employers' organization may, subject to this Act, levy, collect, sue for and recover union and association dues.

(2) Subject to this Act, a federation of trade unions or employers organizations shall not, unless permitted to do so in any particular case by the constitution of the member trade union or employers' organization concerned, levy, collect or receive membership fees, union dues or association dues, as the case may be, from persons in their capacity as individual employers or employees.

(3) Any person who contravenes [subsection \(2\)](#) shall be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.

[Subsection amended by section 4 of 22 of 2001.]

## **53. Restrictions on payment of union dues by employers**

(1) No employer shall, without the consent of the Minister, pay on behalf of any employee any union dues other than to a registered trade union.

(2) Any employer who contravenes [subsection \(1\)](#) shall be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.

[Subsection amended by section 4 of 22 of 2001.]

#### 54. Collection of union dues

(1) Union dues shall be collected by an employer from his employees and transferred to the trade union concerned -

- (a) by means of a check-off scheme or in any other manner agreed between the trade union and the employees and the employer or employers' organization concerned; or
- (b) failing such agreement as referred to in [paragraph \(a\)](#), by authorisation in writing of an employee who is a member of the trade union concerned.

[Subsection amended by section 23 of 17 of 2002.]

(2) The Minister may, by notice in writing to any employer, prohibit or modify any arrangements made for the collection of union dues by the employer from his employees.

(3) The Minister may in terms of [subsection \(2\)](#) give directions -

- (a) relating to a reduction or increase of the amount deductible by the employer;
- (b) directing payment of the union dues by the employer into a trust fund and not to the trade union concerned;
- (c) in respect of such other matters in connection with the payment of union dues as the Minister considers necessary or desirable in the interest of the employees concerned.

(4) Any person who is aggrieved by any direction given by the Minister in terms of [subsection \(3\)](#) may appeal to the Labour Court.

(5) On an appeal in terms of [subsection \(4\)](#) the Labour Court may confirm, rescind or amend the Minister's direction:

Provided that where the Minister certifies that the reason for the direction was that the registered trade union concerned had engaged or had threatened to engage in an unlawful collective job action, any ruling by the Labour Court rescinding or amending the Minister's direction shall not have effect for six months from the date of such direction.

[Proviso amended by section 23 of 17 of 2002.]

(5a) No employer shall collect or pay any union dues in terms of this section to or on behalf of a trade union or federation -

- (a) while its registration is suspended; or
- (b) after its registration has been rescinded.

[Subsection inserted by section 23 of 17 of 2002.]

(6) Any employer who fails or refuses to collect union dues and transfer them to the trade union concerned in accordance with this section shall be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.

[Subsection amended by section 4 of 22 of 2001.]

#### 55. Minister may regulate union dues

(1) The Minister may make regulations providing for the proper and systematic collection, management, application and disbursement of union dues by trade unions.

(2) Regulations made in terms of [subsection \(1\)](#) may provide for -

- (a) the maximum amount, and method of assessment, of union dues;
- (b) the accounting procedures that shall be followed in connection with the collection, management, application and disbursement of union dues;
- (c) the appointment of auditors and the keeping of books of accounts;
- (d) the payment by trade unions of a percentage of union dues to any association or congress of trade unions recognized by the Minister as being representative of all or most registered trade unions in Zimbabwe;
- (e) . . . . .
- (f) . . . . .

[[Paragraphs \(e\)](#) and [\(f\)](#) repealed by [section 10](#) of [5 of 2015](#).]

(g) limitations on the matters on which and the extent to which union dues may be expended.

(3) The Minister may, in writing, direct any trade union to supply him with such information as he may require in connection with the acquisition and disbursement of union dues.

(3a) Any trade union that fails or refuses to comply with a direction in terms of [subsection \(3\)](#) shall be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.

[Subsection inserted by section 4 of 22 of 2001.]

(4) The Minister may exercise the same powers as are conferred upon him in terms of [subsections \(1\), \(2\)](#) and [\(3\)](#), *mutatis mutandis*, in relation to association dues.

## PART VIII

### *Employment Councils*

#### **56. Voluntary employment councils**

Any -

- (a) employer, registered employers' organization or federation of such organizations; and
- (b) registered trade union or federation of such trade unions;

may, at any time, form an employment council by signing a constitution agreed to by them for the governance of the council, and by applying for its registration in terms of [section 59](#).

#### **57. Statutory employment councils**

(1) The Minister may, whenever the national interest so demands, request -

- (a) any registered employers' organization or federation of such organizations; and
- (b) any registered trade union or federation of such trade unions;

to form an employment council and to apply for its registration in terms of [section 59](#).

(2) If within three months of a direction being given in terms of [subsection \(1\)](#), the parties concerned have failed to apply for the registration of an employment council, the Minister may appoint such number of persons as he considers will represent the employers and employees concerned, and such persons shall, within such period as may be specified by the Minister, form an employment council by signing a constitution agreed to by them for the governance of the council and by obtaining registration of the council in terms of [section 59](#).

#### **58. Constitution of employment councils**

The constitution of every employment council formed in terms of this Part shall provide for -

- (a) a statement of the aims and objectives of the council; and
- (b) the registered trade union concerned or federation of such trade unions to appoint fifty *per centum* of the members of the employment council, and the employers' organization concerned or federation of such organizations to appoint the remaining members; and
- (c) the appointment of a chairman and vice-chairman of the employment council:

Provided that every constitution shall provide that if the chairman is appointed by members representing the registered trade union or federation of trade unions, the vice-chairman shall be appointed by members representing the employers' organization or federation of such organizations, and *vice-versa*; and

- (d) the dues which are payable to the employment council by the members thereof; and
- (e) the administration of the funds of the employment council; and
- (f) the keeping of minutes and other records of the proceedings of the employment council; and
- (g) the admission of new parties to the employment council; and
- (h) the procedures for dealing with any disputes within the undertaking or industry represented by the parties to the employment council; and
- (i) the amendment of the constitution; and

- (j) the winding up of the employment council; and
- (k) such other matters as may be prescribed.

## 59. Registration of employment councils

- (1) Upon application for the registration of an employment council, the Registrar shall -
- (a) if he is satisfied, having due regard to [section 61](#) which shall apply, *mutatis mutandis*, that the employment council and its constitution comply with this Act, register the employment council which application shall be made together with the prescribed fee;
  - (b) if he is not satisfied as provided in [paragraph \(a\)](#), refuse to register the employment council.  
[Subsection amended by [section 11](#) of [5 of 2015](#).]

(2) Whenever the Registrar registers an employment council he shall furnish that employment council with a certificate of registration subject to any conditions, including conditions limiting the manner in which and objects for which the employment council may expend its funds, as the Registrar considers fit to impose.  
[Subsection amended by [section 11](#) of [5 of 2015](#).]

(3) Subject to [subsection \(4\)](#), a certificate of registration of an employment council is issued for an indefinite period.  
[Subsection inserted by [section 11](#) of [5 of 2015](#).]

- (4) An employment council shall -
- (a) submit an audited account of its revenue and expenditure to the Registrar within the period specified in [section 63A](#); and
  - (b) submit at the written request of the Registrar, no later than seven days after receiving the request, or after such longer period as the Registrar may for good cause allow, such written report on any matter as the Registrar may reasonably require in connection with its operations;

and any failure on the part of the employment council to comply with [paragraph \(a\)](#) or [\(b\)](#) constitutes justifiable grounds upon which the Registrar may cancel its certificate of registration.  
[Subsection inserted by [section 11](#) of [5 of 2015](#).]

## 60. Employment councils to be bodies corporate

Every employment council shall, upon registration in terms of this Act, become a body corporate and in its corporate name be capable of suing and being sued, of purchasing or otherwise acquiring, holding or alienating property, movable or immovable, and of doing any other act which its constitution requires or permits it to do, or which a body corporate may by law do.

## 61. Variation of registration of employment councils

- (1) Whenever the Registrar is satisfied that -
- (a) any employment council is not sufficiently representative of the undertaking or industry in respect of which it is registered; or
  - (b) any branch or section of the undertaking or industry in respect of which an employment council is registered has been included in the registration by oversight or mistake or that an employment council is not sufficiently representative of any such branch or section; or
  - (c) the character of any undertaking or industry in respect of which an employment council is registered is such that a particular branch or section thereof should no longer be included in such undertaking or industry; or
  - (d) it is in the interests of employers, employees or the public for a particular branch or section of any undertaking or industry in respect of which an employment council is registered, to form a separate employment council for that branch or section; or
  - (e) any branch or section of an undertaking or industry should be included within the undertaking or industry for which an employment council is registered;

he may, after consultation with the employment council, vary the coverage in respect of which the employment council is registered and make the necessary variation in his register.

- (2) If at any time the Registrar is satisfied that an employment council -

- (a) is not sufficiently representative of any undertaking or industry in respect of which it is registered; or
- (b) has failed to comply with this Act;

he may, after consultation with the employment council concerned, cancel the registration of that employment council.

(3) If the Registrar exercises any of the powers conferred upon him by [subsection \(1\)](#) or [\(2\)](#), he shall call upon the secretary of the employment council concerned to transmit to him the certificate of registration issued to it, and the secretary shall, within thirty days of being so called upon, transmit the certificate of registration to the Registrar.

(3a) A secretary of an employment council who fails or refuses to transmit the council's certificate of registration to the Registrar in accordance with [subsection \(3\)](#) shall be guilty of an offence and liable to a fine not exceeding level four or to imprisonment for a period not exceeding three months or to both such fine and such imprisonment.

[Subsection inserted by section 4 of 22 of 2001.]

(4) The Registrar shall, upon receipt by him of a certificate of registration of an employment council in terms of [subsection \(3\)](#) -

- (a) make the necessary alterations therein and return it to the employment council concerned; or
- (b) issue to the employment council concerned a fresh certificate of registration; or
- (c) cancel the certificate of registration;

as may be appropriate.

(5) Any person aggrieved by any action taken by the Registrar in terms of this section may appeal to the Labour Court.

## **62. Duties of employment councils**

(1) An employment council shall, within the undertaking or industry and in the area in respect of which it is registered -

- (a) assist its members in the conclusion of collective bargaining agreements or otherwise prevent disputes from arising, or settle disputes that have arisen or may arise between employers or employers organizations on the one hand and employees, workers committees or trade unions on the other, and shall take such steps as it may consider expedient to bring about the regulation or settlement of matters of mutual interest to such persons or bodies;

[Proviso to paragraph repealed by section 37 of 7 of 2005.]

- (b) take such steps as it may consider expedient to ensure that any collective bargaining agreement and any regulations pertaining to an undertaking or industry with which it is concerned are being observed.

(2) The parties to an employment council registered in respect of any activity carried on by a local authority or statutory body shall have power to enter into an agreement such as is referred to in [subsection \(1\)](#), notwithstanding anything to the contrary contained in any law empowering the local authority or statutory body concerned to make provision with respect to any such agreement.

## **63. Designated agents of employment councils**

(1) For the purpose of enabling it to exercise its powers and perform its functions in terms of this Act, an employment council may, and when so directed by the Registrar shall, advise the Registrar of persons whom it wishes to be appointed as its designated agents.

(2) If the Registrar approves of the persons advised in terms of [subsection \(1\)](#) he shall appoint them as designated agents of the employment council and shall issue them with certificates of appointment.

(3) A designated agent of an employment council may -

- (a) require any employer in the undertaking or industry and within the area for which the employment council is registered -
  - (i) to grant him reasonable access to his employees for the purpose of advising and assisting them in relation to their rights of employment;
  - (ii) to grant him reasonable access to his premises and to the books, records and other documents relating to his employment for the purpose of examining and ascertaining matters relating to or affecting the employment of his employees who are represented by any trade union or federation of trade unions which is a member of the employment council concerned, and of ascertaining



whether or not the terms of any relevant collective bargaining agreement and regulations are being observed;

- (b) enter upon any premises of an employer in the undertaking or industry and within the area for which the employment council is registered for the purpose of conducting any search therein where there are reasonable grounds for believing that such entry or search is necessary for the prevention, investigation or detection of an offence in terms of this Act or for the seizure of any property which is the subject matter of an offence in terms of this Act.

(3a) A designated agent of an employment council who meets such qualifications as may be prescribed shall, in his or her certification of appointment, be authorised by the Registrar to redress or attempt to redress any dispute which is referred to the designated agent or has come to his or her attention; where such dispute occurs in the undertaking or industry and within the area for which the employment council is registered, and the provisions of Part XII shall apply, with the necessary changes, to the designated agent as they apply to a labour officer.

[Subsection substituted by section 21 of 7 of 2005.]

(3b) Where a designated agent is authorised to redress any dispute or unfair labour practice in terms of [subsection \(3a\)](#), no labour officer shall have jurisdiction in the matter.

[Subsection inserted by section 24 of 17 of 2002.]

(4) Any person who hinders or obstructs a designated agent of an employment council in the exercise of his powers or the performance of his duties in terms of this Act shall be guilty of an offence and liable to a fine not exceeding level five or to imprisonment for a period not exceeding six months or to both such fine and such imprisonment.

[Subsection amended by section 4 of 22 of 2001.]

(5) Notwithstanding [subsection \(4\)](#), nothing done to prevent any disruption of normal production processes or any interference with the efficient running of an undertaking or industry shall be held to be in contravention of [subsection \(3\)](#).

### **63A. Audit of accounts of employment councils, inspection and examination thereof, and administration of affairs of employment councils in certain cases**

(1) The secretary of every employment council shall, within three months after the end of each financial year of that council, cause an account of its expenditure and revenue for that financial year to be audited by a general accountant, public accountant or public auditor registered as such in terms of the Public Accountants and Auditors Act [*Chapter 27:12*], and shall submit a copy of the audited account of its revenue and expenditure to the Registrar no later than three months after the end of the financial year concerned or fourteen days after the preparation of the audited account of its revenue and expenditure, whichever is the later date.

(2) The Registrar may seek clarification from any employment council or from the responsible general accountant, public accountant or public auditor of any item in the audited account of its revenue and expenditure, and any failure to do so within seven days of the Registrar making a written demand to that effect shall constitute grounds for the cancellation of the registration of the employment council or for the launching of an investigation of its affairs in accordance with the following provisions of this section.

(3) If the Registrar has reasonable cause to believe that the property or funds of any employment council are being misappropriated or misapplied, or that the affairs of any employment council are being conducted in a manner that is detrimental to the interests of the employers or employees in the industry or undertaking for which it is registered, the Registrar may investigate or order that such employment council be investigated in accordance with [subsection \(4\)](#).

(4) The Registrar may appoint any officer in the Civil Service or other person (hereinafter called an "investigating officer") to do any or all of the following -

- (a) seek clarification from any employment council or from the responsible general accountant, public accountant or public auditor of any item in the audited account of its revenue and expenditure;
- (b) inspect any aspect of the affairs or activities of any employment council and examine all documents relating thereto;
- (c) examine the books, accounts and other documents relating to the financial affairs of any employment council;

and make a report thereon to the Minister through the Registrar, including any recommendation as to whether it should be deregistered or administered in terms of [subsections \(9\) to \(11\)](#).

(5) During the period of investigation of an employment council no employee of the employment council shall, without the consent of the investigating officer, in any way expend or dispose of any property of the employment council:

Provided that an investigating officer shall not refuse to grant consent in terms of this subsection in respect of any expenditure or disposal which is in the ordinary and lawful course of business of the employment council concerned.

(6) For the purpose of any investigation in terms of [subsection \(2\)](#), the investigating officer -

(a) may -

- (i) by notice under his or her hand, delivered to the person concerned personally or sent to him or her by post, require any person to produce to him or her any book or other document which has any bearing on the subject of the inspection, examination or audit; and
- (ii) retain for a reasonable period any book or document produced to him or her by virtue of a notice under this subsection or voluntarily by any person;

(b) shall, in relation to an employment council, its premises and its employees, have the powers of an investigator referred to in section 120 (2)

(7) Where the Minister accepts a recommendation made in terms of sub-section (4) that the affairs of the employment council be administered, he or she shall make application to the Labour Court to appoint an administrator and such assistants as the administrator may require, to administer the affairs of the employment council in respect of which the recommendation was made:

Provided that -

(a) an administrator may not be appointed for more than six months;

(b) pending determination by the Labour Court of an application to appoint an administrator, the Minister may appoint a provisional administrator who shall exercise all the powers of a substantive administrator until the provisional administrator's appointment is confirmed by the Labour Court or some other person is appointed with the leave of the Court as substantive administrator;

(c) if the Labour Court refuses an application to appoint an administrator or confirm the appointment of a provisional administrator, the refusal of the application shall not affect the validity of anything done by the provisional administrator in good faith pursuant to this section before the date of such refusal.

(8) An administrator appointed in terms of [subsection \(7\)](#) shall administer the affairs of the employment council concerned in such a manner as to rectify the matters for the rectification of which he or she was appointed and, in so doing, may, by notice in writing prohibit any person who is or has been an employee of the employment council from -

(a) expending, disposing of or in any way dealing with any property of the employment council; or

(b) operating any account with any bank, building society or other financial institution on behalf of the employment council:

Provided that the administrator shall authorize any transaction or expenditure which he or she is satisfied forms part of the ordinary and lawful course of business of the employment council.

(9) If after due investigation an administrator appointed in terms of [subsection \(7\)](#) finds sufficient evidence on a balance of probabilities that any person who is or has been an employee of the employment council has misappropriated any property of the employment council, the administrator may -

(a) make an affidavit to that effect incorporating, referring to or annexing thereto any evidence so found; and

(b) lodge, on due notice to the employee or former employee concerned ("the respondent"), an application to the Labour Court, together with the affidavit, for an order directing the respondent by a certain day (the "restitution day") not being earlier than thirty days from the date that the application is set down to for hearing (the "return day" of the application) to refund or return to such employment council any property which the respondent has misappropriated from such employment council;

(10) If, on the return day of the application, the respondent makes no appearance or, after a hearing, the Labour Court grants the application for the order with or without amendment, the administrator shall, if the respondent does not comply fully or at all with the order by the restitution day, submit the order for registration to whichever court would have had jurisdiction to make such an order had the matter been determined by it, and thereupon the order shall have effect, for purposes of enforcement, of a civil judgment of the appropriate court.

(11) For the purposes of [subsection \(9\)](#), "misappropriate" in relation to the property or moneys of the employment council under administration includes doing either or both of the following in defiance of a notice referred to in [subsection \(8\)](#) -

(a) expending or disposing of the property of the employment council; or

(b) withdrawing moneys from any account with any bank, building society or other financial institution operated on behalf of the employment council:

(12) Any person who -

(a) makes any false representation to, or otherwise wilfully hinders or obstructs an investigating officer or administrator in the exercise of his or her functions; or

(b) falsely holds himself or herself out to be an investigating officer or administrator; or

- (c) having received notice under [subsection \(6\) \(a\)](#), without lawful excuse fails to produce any book or document referred to in [subsection \(6\) \(a\)](#) which he or she may be able to produce; or
- (d) contravenes [subsection \(5\)](#) or [\(9\)](#);

shall be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding one year or to both such fine and such imprisonment.

[Subsection inserted by [section 12](#) of [5 of 2015](#).]

#### PART IX

[Part IX ([sections 64](#) to [73](#)) repealed by s. 25 of 17 of 2002.]

#### PART X

##### *Collective Bargaining Agreements Negotiated by Trade Unions and Employers Organizations*

#### **74. Scope of collective bargaining agreements**

(1) This Part shall apply to collective bargaining agreements negotiated by registered trade unions, employers and employers' organizations or federations thereof:

Provided that nothing in this Part contained shall prevent an unregistered trade union or employers' organization from negotiating a collective bargaining agreement.

(2) Subject to this Act and the competence and authority of the parties, trade unions and employers or employers organizations may negotiate collective bargaining agreements as to any conditions of employment which are of mutual interest to the parties thereto.

(3) Without derogation from the generality of [subsection \(2\)](#), a collective bargaining agreement may make provision for -

- (a) rates of remuneration and minimum wages for different grades and types of occupations;
- (b) benefits for employees;
- (c) deductions which an employer may make from employees' wages, including deductions for membership fees and union dues, and deductions which an employer may be required or permitted by law or by order of any competent court to make;
- (d) methods of calculating, or factors for adjusting rates of pay, and the dates, times and modes of payment;
- (e) all issues pertaining to overtime, piece-work, periods of vacation and vacation pay and constraints thereon;
- (f) the demarcation of the appropriate categories and classes of employment and their respective functions;
- (g) the conditions of employment for apprentices;
- (h) the number of hours of work and the times of work with respect to all or some of the employees;
- (i) the requirements of occupational safety;
- (j) the maintenance of, and access by the parties to, records of employment and pay;
- (k) procedures for dealing with disputes within an undertaking or industry;  
[Paragraph inserted by section 26 of 17 of 2002.]
- (l) housing and transport facilities or in their absence, an allowance for the same;  
[Paragraph inserted by section 22 of 7 of 2005.]
- (m) measures to combat workplace violence and handling its aftermath.  
[Paragraph inserted by section 22 of 7 of 2005.]
- (n) the following measures to foster the viability of undertakings and high levels of employment, where applicable, namely measures -
  - (i) to promote high levels of productivity; and
  - (ii) to promote economic competitiveness; and

(iii) to promote economic and environmental sustainability; and

(iv) to mitigate the cost of living.

[Paragraph inserted by [section 13](#) of [5 of 2015](#).]

(4) Nothing contained in any collective bargaining agreement shall prevent either or both of the parties from seeking to renegotiate or amend the agreement after twelve months of its operation in order to take account of changed circumstances in the industry or undertaking concerned.

(5) A collective bargaining agreement shall not contain any provision which is inconsistent with this Act or any other enactment, and any collective bargaining agreement which contains any such provision shall, to the extent of such inconsistency, be construed with such modifications, qualifications, adaptations and exceptions as may be necessary to bring it into conformity with this Act or such other enactment.

(6) The existence of a collective bargaining agreement shall not preclude an employer and his employees from agreeing to the introduction of higher rates of pay or other more favourable conditions of employment before the expiry of such collective bargaining agreement, so however that the rights and interests of the employees are not thereby diminished or adversely affected:

Provided that the collective bargaining agreement shall be endorsed to reflect such higher rates of pay or other more favourable conditions of employment.

## **75. Obligation to negotiate in good faith**

(1) All parties to the negotiation of a collective bargaining agreement shall -

- (a) disclose all information relevant to the negotiation, including information contained in records, papers, books and other documents; and
- (b) make no false or fraudulent misrepresentations in regard to matters relevant to the negotiation; and
- (c) earnestly and expeditiously endeavour to arrive at a successful conclusion in the negotiation;

so as to ensure that the entire negotiation is conducted in absolute good faith.

(2) It shall constitute an unfair labour practice to fail to negotiate in absolute good faith, or in any way to bring about a situation that undermines the basis of negotiating in absolute good faith.

## **76. Duty of full disclosure when financial incapacity alleged**

(1) When any party to the negotiation of a collective bargaining agreement alleges financial incapacity as a ground for his inability to agree to any terms or conditions, or to any alteration of any terms or conditions thereof, it shall be the duty of such party to make full disclosure of his financial position, duly supported by all relevant accounting papers and documents, to the other party.

(2) Where there is any dispute as to whether or not full disclosure has been made in terms of [subsection \(1\)](#), either party to the dispute may refer it to a labour officer, and the determination of the labour officer on the dispute shall be final unless the parties agree to refer it to voluntary arbitration.

[Subsection substituted by section 23 of 7 of 2005.]

(3) Any person who fails or refuses to comply with a determination that is binding upon him in terms of [subsection \(2\)](#) shall be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.

[Subsection inserted by section 4 of 22 of 2001.]

## **77. Representation of parties**

The parties to the negotiation of a collective bargaining agreement may be represented by committees, delegates or agents:

Provided that -

- (i) the powers of such committees, delegates or agents shall be specified in writing and certified by the parties they represent;
- (ii) copies of such documents shall be served by each party on the other party or parties prior to the commencement of negotiations.

## 78. Ratification of collective bargaining agreements

(1) Every collective bargaining agreement which has been negotiated by a party and which is required to be ratified by the members thereof or by a constituent branch or other party thereto shall be deemed not to have been ratified unless every portion of the collective bargaining agreement has been ratified.

(2) Notwithstanding [subsection \(1\)](#), where the national interest so demands, the Minister may direct that any portion of a collective bargaining agreement which has not been ratified shall be put into effect prior to the ratification of the other portions of the collective bargaining agreement:

Provided that where a collective bargaining agreement itself stipulates that it shall not be valid unless ratified *in toto*, the Minister shall not exercise his powers in terms of this subsection except in relation to provisions dealing with wages and benefits which have been ratified.

## 79. Submission of collective bargaining agreements for approval or registration

(1) After negotiation, a collective bargaining agreement shall be submitted to the Registrar for registration.

(2) Where any provision of a collective bargaining agreement appears to the Minister to be -

(a) inconsistent with this Act or any other enactment; or

(b) contrary to public interest;

[Paragraph inserted by [section 14](#) of [5 of 2015](#).]

(c) unreasonable or unfair, having regard to the respective rights of the parties;

he may direct the Registrar not to register such collective bargaining agreement until it has been suitably amended by the parties thereto.

(3) Where a collective bargaining agreement is not registered or approved in terms of [subsection \(2\)](#) until it has been amended, it shall be the duty of the parties concerned to negotiate for such amendment in absolute good faith and to duly participate in proceedings necessary therefor, and failure to do so shall constitute an unfair labour practice.

## 80. Publication of collective bargaining agreements

(1) Upon registration of a collective bargaining agreement the Minister shall publish the agreement as a statutory instrument.

(2) The terms and conditions of a registered collective bargaining agreement shall become effective and binding -

(a) from the date of publication of the agreement in terms of [subsection \(1\)](#); or

(b) from such other date as may be specified in the agreement.

## 81. Amendment of registered collective bargaining agreements by Minister

(1) Where a collective bargaining agreement which has been registered contains any provision which is or has become -

(a) inconsistent with this Act or any other enactment; or

(b) . . . . .

[Paragraph repealed by section 25 of 7 of 2005.]

(c) unreasonable or unfair, having regard to the respective rights of the parties;

the Minister may direct the parties to the agreement to negotiate within such period as he may specify for the amendment of the agreement in such manner or to such extent as he may specify.

(2) Where the Minister has made a direction in terms of [subsection \(1\)](#), it shall be the duty of the parties to the collective bargaining agreement concerned to negotiate in absolute good faith for the amendment of the agreement and to report back to the Minister within the period specified in the direction as to the extent to which they have been able or unable to agree in amending the agreement.

(3) Upon receipt of the report of the parties in terms of [subsection \(2\)](#), the Minister shall consider the same and may thereafter amend the collective bargaining agreement in accordance with the report of the parties or in such other manner as is consistent with the considerations specified in [subsection \(1\) \(a\)](#) (b) and (c).

(4) Where the Minister amends a collective bargaining agreement in terms of subsection (3), he shall direct

the Registrar to register such amendment and [section 80](#) shall apply, *mutatis mutandis*, in relation thereto.

(5) Any person who is aggrieved by any action taken by the Minister in terms of this section may appeal to the Labour Court.

[Subsection inserted by section 25 of 7 of 2005.]

## **82. Binding nature of registered collective bargaining agreements**

(1) Where a collective bargaining agreement has been registered it shall -

- (a) with effect from the date of its publication in terms of [section 85](#), or such other date as may be specified in the agreement, be binding on the parties to the agreement, including all the members of such parties, and all employers, contractors and their respective employees in the undertaking or industry to which the agreement relates;
- (b) remain binding despite -
  - (i) a change of employer; or
  - (ii) a change of ownership of the undertaking or industry concerned; or
  - (iii) a change in the membership or structure of the trade union or employers' organization;
- (c) remain binding until -
  - (i) it is replaced by a substitute agreement, notwithstanding any provision therein contained that it shall expire by lapse of time;
  - (ii) it is terminated by the mutual agreement of the parties thereto.

[Subsection amended by section 45 of 17 of 2002.]

(2) This section shall apply, *mutatis mutandis*, in respect of any part of a collective bargaining agreement.

(3) Any person who fails to comply with a collective bargaining agreement which is binding upon him shall, without derogation from any other remedies that may be available against him for its enforcement -

- (a) commit an unfair labour practice for which redress may be sought in terms of Part XII; and
- (b) be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.

[Subsection amended by section 4 of 22 of 2001.]

(4) If a registered collective bargaining agreement provides a procedure for the conciliation and arbitration of any category of dispute, that procedure is the exclusive procedure for the determination of disputes within that category.

[Subsection inserted by section 27 of 17 of 2002.]

### **82A. Copies of collective bargaining agreement**

(1) Each party to the negotiation of a collective bargaining agreement shall be provided with a copy of the agreement.

(2) A copy of a collective bargaining agreement in force shall be posted in a conspicuous place in every undertaking in respect of which it applies.

(3) A copy of a collective bargaining agreement in force shall be made available for examination free of charge on request by any employee bound by its terms at the offices of the trade union that was a party to its negotiation.

[Subsection inserted by section 28 of 17 of 2002.]

### **82B. Codes of best practice, guidelines and model agreements**

The Minister shall publish in the Government *Gazette* codes of best practices, guidelines and model agreements which the employers and employees may have regard to when performing their duties but they are not obliged to follow them.

[Section inserted by section 26 of 7 of 2005.]

### **83. Administration of Part XI**

In this Part "responsible Minister" means (except in [section 89 \(1\) \(b\)](#), where reference to the responsible Minister is to the Minister as defined in [section 2](#)) the Minister responsible for justice or any other Minister to whom the President may, from time to time, assign the administration of this Part.

[Section substituted by section 27 of 7 of 2005.]

### **84. Establishment and composition of Labour Court**

(1) The Labour Court established before the commencement of the Constitution shall, subject to this Act, continue in operation.

(2) The Labour Court shall consist of -

- (a) the Judge President of the Labour Court and such number of Judges of the Labour Court as the President may consider necessary after consultation with the Judicial Service Commission; and
- (b) subject to [section 90 \(1\)](#), such assessors as are provided for in this Act.

(3) A person referred to in [subsection \(1\) \(a\)](#) shall be appointed on such terms and conditions, including terms and conditions relating to the payment of salary, allowances and pension benefits, as the President, on the recommendation of the Judicial Service Commission, may fix.

(4) Assessors shall be chosen in terms of [section 90](#), whenever required, from the list prepared in terms of [section 86](#).

[[S. 84](#) substituted by Part CXIV of No. 3 of 2016.]

### **84A. Oath of office**

Every Judge of the Labour Court appointed after the commencement of the Constitution shall, before entering upon his or her office, swear before the Chief Justice or the next most senior judge available, the judicial oath in the form set out in the Third Schedule.

[[S. 84A](#) inserted by s. 18 of No. 5 of 2011 and substituted by Part CXIV of No. 3 of 2016.]

### **85. Qualification for appointment as President of Labour Court**

(1) A person shall not be qualified for appointment as a President of the Labour Court unless he or she is at least forty years old and -

- (a) is or has been a judge of a court with unlimited jurisdiction in civil or criminal matters in a country in which the common law is Roman-Dutch or English and English is an officially recognised language; or
- (b) for at least seven years, whether continuously or not, he or she has been qualified to practise as a legal practitioner -
  - (i) in Zimbabwe; or
  - (ii) in a country in which the common law is Roman-Dutch and English is an officially recognised language; or
  - (iii) if he or she is a Zimbabwean citizen, in a country in which the common law is English and English is an officially recognised language,

and is currently so qualified to practise.

(2) Additionally, to be appointed as a judge of the Labour Court a person must be a fit and proper person to hold office as a judge.

[[S. 85](#) substituted by Part CXIV of No. 3 of 2016.]

### **86. Assessors**

(1) The Judge President of the Labour Court, in consultation with the Minister and the responsible Minister shall prepare a list of the names of not less than ten persons who have knowledge or experience in labour relations and who may appropriately be appointed as assessors of the Labour Court.

[[Sub-s. \(1\)](#) substituted by s. 28 of No. 7 of 2005 and amended by Part CXIV of No. 3 of 2016.]

(2) The Judge President of the Labour Court may, in consultation with the responsible Minister, add or remove the name of any person from any list drawn up in terms of [subsection \(1\)](#).

[[Sub-s. \(2\)](#) amended by s. 28 of No. 7 of 2005 and by Part CXIV of No. 3 of 2016.]

(3) Before entering upon his duties for the first time, an assessor shall take an oath before the Judge President of the Labour Court that he will faithfully perform his duties as a member of the Labour Court.

[[Sub-s. \(3\)](#) amended by Part CXIV of No. 3 of 2016.]

(4) An assessor shall be paid such remuneration and allowances as the responsible Minister, with the consent of the Minister responsible for finance, may fix.

[Subsection amended by [section 28](#) of 7 of 2005.]

## **87. Registrar of Labour Court**

(1) There shall be a registrar of the Labour Court whose office shall be a public office and form part of the Judicial Service.

[[Sub-s. \(1\)](#) amended by Part CXIV of No. 3 of 2016.]

(2) The registrar of the Labour Court shall be responsible for -

- (a) filing applications, references, appeals, records and other documents lodged with the Labour Court; and
- (b) safeguarding the records of the Labour Court; and
- (c) notifying parties of the dates and times at which matters are set down for hearing by the Labour Court; and
- (d) performing such other functions as may be prescribed or as may be necessary for the proper functioning of the Labour Court.

(3) In the performance of his functions as registrar of the Labour Court, the registrar of the Labour Court shall be subject to the directions of the Judge President of the Labour Court.

[[Sub-s. \(3\)](#) amended by Part CXIV of No. 3 of 2016.]

## **88. Seal of Labour Court**

(1) The Labour Court shall have and use as occasion may require a seal in a design approved from time to time by the President.

(2) The registrar of the Labour court shall have custody of the seal of the Labour Court.

## **89. Functions, powers and jurisdiction of Labour Court**

(1) The Labour Court shall exercise the following functions -

- (a) hearing and determining applications and appeals in terms of this Act or any other enactment; and
- (b) hearing and determining matters referred to it by the Minister in terms of this Act; and
- (c) referring a dispute to a labour officer, designated agent or a person appointed by the Labour Court to conciliate the dispute if the Labour Court considers it expedient to do so;
- (d) appointing an arbitrator from the panel of arbitrators referred to in [section 98 \(6\)](#) to hear and determine an application;
- (d1) exercise the same powers of review as would be exercisable by the High Court in respect of labour matters;

[Paragraph inserted by section 29 of 7 of 2005.]

(e) doing such other things as may be assigned to it in terms of this Act or any other enactment.

(2) In the exercise of its functions, the Labour Court may -



- (a) in the case of an appeal -
- (i) conduct a hearing into the matter or decide it on the record; or
  - (ii) confirm, vary, reverse or set aside the decision, order or action that is appealed against, or substitute its own decision or order;
  - (iii) . . . . .  
[Subparagraph repealed by section 29 of 7 of 2005.]
  - (iv) . . . . .  
[Subparagraph repealed by section 29 of 7 of 2005.]
- (b) in the case of an application made in terms of section 93 (7) (i), remit it to the same or a different labour officer with instructions directing that officer to attempt to resolve it in accordance with such guidelines as it may specify;
- (c) in the case of an application made in terms of section 93 (7) (ii), make an order for any of the following or any other appropriate order -
- (i) back pay from the time when the dispute or unfair labour practice arose;
  - (ii) in the case of an unfair labour practice involving a failure or delay to pay or grant anything due to an employee, the payment by the employer concerned to the employee or someone acting on his behalf of such amount, whether as a lump sum or by way of instalments, as will, in the opinion of the Labour Court, adequately compensate the employee for any loss or prejudice suffered as a result of the unfair labour practice;
  - (iii) reinstatement or employment in a job:  
Provided that -
    - (i) any such determination shall specify an amount of damages to be awarded to the employee concerned as an alternative to his reinstatement or employment;
    - (ii) in deciding whether to award damages or reinstatement or employment, onus is on the employer to prove that the employment relationship is no longer tenable, taking into account the size of the employer, the preferences of the employee, the situation in the labour market and any other relevant factors;
    - (iii) should damages be awarded instead of reinstatement or employment as a result of an untenable working relationship arising from unlawful or wrongful dismissal by the employer, punitive damages may be imposed;  
[Proviso substituted by section 29 of 7 of 2005.]
  - (iv) insertion into a seniority list at an appropriate point;
  - (v) promotion or, if no promotion post exists, pay at a higher rate pending promotion;
  - (vi) payment of legal fees and costs;
  - (vii) cessation of the unfair labour practice;
- (d) in the case of an application other than one referred to in [paragraph \(b\)](#) or [\(c\)](#), or a reference, make such determination or order or exercise such powers as may be provided for in the appropriate provision of this Act;
- (e) subject to [subsections \(3\)](#) and [\(4\)](#), make such order as to costs as the Labour Court thinks fit.

(3) The costs in connection with any proceedings before the Labour Court shall be payable in accordance with the scale of costs for the time being in use in the court of a magistrate in civil cases, unless the person presiding over the Labour Court directs that the scale of costs for the time being in use in the High Court shall apply.

(4) Any costs awarded by the Labour Court shall be taxed by the registrar of the Labour Court in terms of [subsection \(3\)](#) and the taxation of such costs shall be subject to review by a Judge of the Labour Court at the instance of any interested party.

[Sub-s. (4) amended by Part CXIV of No. 3 of 2016.]

(5) For the purpose of taking evidence on any question before it, the Labour Court shall have the same powers as the High Court to summon witnesses, to cause the oath to be administered to them, to examine them and to call for the production of books, plans and documents.

(6) No court, other than the Labour Court, shall have jurisdiction in the first instance to hear and determine any application, appeal or matter referred to in [subsection \(1\)](#).

## 90. Exercise of functions by Labour Court

(1) The functions of the Labour Court may be exercised by one or more Judges sitting by themselves or with one or more assessors chosen from the list prepared in terms of [section 86 \(1\)](#).

[[Sub-s. \(1\)](#) amended by Part CXIV of No. 3 of 2016.]

(2) Subject to [subsection \(3\)](#), all questions that fall to be decided by the Labour Court sitting with more than one member shall be decided by a majority of the members:

Provided that -

- (i) where the opinions of the members of the Labour Court are equally divided on any question, the decision of the person presiding over the Labour Court shall be the decision of the Labour Court;
  - (ii) no assessor shall have a voice in the decision of -
    - (A) any question of law; or
    - (B) any question as to whether a matter for decision is a question of fact or of law; or
    - (C) any question as to the admissibility of evidence.
- (3) Subject to this Part, the Judges of the Labour Court may make rules for the Court providing for -
- (a) the practice, procedure and rules of evidence to be followed, including the determination of any preliminary point in any proceedings;
  - (b) the service of notices and other documents required for the purpose of any proceedings;
  - (c) the forms to be used for the purpose of any proceedings;
  - (d) the fees to be paid in respect of the service or examination of documents and the doing of any other thing by the registrar of the Labour Court or any officer of the Labour Court in connection with any proceedings;
  - (e) the tariff of fees which may be charged by legal practitioners or a registered trade union or employers organisation for the purpose of [section 92 \(b\)](#) in respect of any matter relating to the Labour Court;
  - (f) allowances and other payments to witnesses summoned to give evidence or to produce any book or document in any proceedings;
  - (g) any other matter which the Judges of the Labour Court consider should be provided for in rules in order to ensure or facilitate the proper dispatch and conduct of the business of the Labour Court:

Provided that in any case not covered by the rules referred to in this subsection, the Labour Court shall act in such manner as it considers best fitted to do substantial justice and effect and carry out the objects of this Act, and for that purpose the Labour Court may give instructions on the course to be pursued which shall be binding on the parties to the proceedings.

[[Sub-s. \(3\)](#) amended by Part CXIV of No. 3 of 2016. [Para. \(g\)](#) amended by Part CXIV of No. 3 of 2016.]

(4) Rules in terms of [subsection \(3\)](#) shall not have effect until they have been approved by the Chief Justice and the responsible Minister.

[Subsection amended by section 37 of 7 of 2005.]

## 90A. Procedure and evidence in the Labour Court

(1) The Labour Court shall not be bound by the strict rules of evidence, and the court may ascertain any relevant fact by any means which the presiding officer thinks fit and which is not unfair or unjust to either party.

(2) Evidence may be adduced orally or in writing in any proceedings in the Labour Court, at the discretion of the presiding officer.

(3) The parties or their representatives to any proceedings in the Labour Court shall be entitled to question or cross-examine each other or any witness.

(4) It shall be the responsibilities of the presiding officer to ascertain the facts in any proceedings in the Labour Court, and for that purpose he or she may -

- (a) call any party or his or her representative;
- (b) question or cross-examine any party or his or her representative or witness; and
- (c) put any question to a party or his or her representative or witness which is suggested to him or her by any party.

[Section inserted by section 30 of 7 of 2005.]

## 91. Sittings of Labour Court

The Labour Court shall sit at such places and at such times as may be prescribed or as the Judge President of the Labour Court may direct.

[S. 91 amended by Part CXIV of No. 3 of 2016.]

## 92. Representation of parties

A party to a matter before the Labour Court may appear in person or be represented and appear by -

- (a) a legal practitioner registered in terms of the Legal Practitioners Act [*Chapter 27:07*]; or
- (b) an official or employee of a registered trade union or employers organisation of which the party is a member.
- (c) a company director, company secretary, company legal advisor or person in charge of human resources or personnel management on behalf of an employer.

[*Para. (c)* inserted by Part CXIV of No. 3 of 2016.]

## 92A. Contempt of Labour Court

(1) If any person, at a sitting of the Labour Court, wilfully insults any member of the Court or wilfully interrupts the proceedings of the Court or otherwise wilfully disturbs the peace or order of the proceedings, the member presiding may order the person to be removed and detained in custody until the rising of the Court.

(2) Any person referred to in [subsection \(1\)](#) shall be guilty of an offence and liable, in addition to any removal and detention in terms of that subsection, to a fine not exceeding level five or to imprisonment for a period not exceeding six months or to both such fine and such imprisonment.

[Subsection amended by section 31 of 7 of 2005.]

## 92B. Effective date and enforcement of decisions of Labour Court

(1) The Labour Court may fix the date from which any decision, order or determination made by it shall operate, which date may be an earlier or later date than the date of the decision, order or determination.

(2) The President of the Labour Court who made the decision, order or determination shall submit sufficient certified copies of it to the registrar of the Labour Court to enable the registrar to furnish a copy to each of the parties affected by it.

(3) Any party to whom a decision, order or determination relates may submit for registration the copy of it furnished to him in terms of [subsection \(2\)](#) to the court of any magistrate which would have had jurisdiction to make the order had the matter been determined by it, or, if the decision, order or determination exceeds the jurisdiction of any magistrates court, the High Court.

(4) Where a decision, order or determination has been registered in terms of [subsection \(3\)](#) it shall have the effect, for purposes of enforcement, of a civil judgment of the appropriate court.

(5) If any order which has been registered in terms of subsection (4) has been rescinded or altered by the Labour Court in terms of [section 92C](#), the clerk or registrar of the court concerned shall make the appropriate adjustment in his register.

## 92C. Rescission or alteration by Labour Court of its own decisions

(1) Subject to this section, the Labour Court may, on application, rescind or vary any determination or order -

- (a) which it made in the absence of the party against whom it was made; or
- (b) which the Labour Court is satisfied is void or was obtained by fraud or a mistake common to the parties; or
- (c) in order to correct any patent error.

(2) The Labour Court shall not exercise the powers conferred by [subsection \(1\)](#) -

- (a) except upon notice to all the parties affected by the determination or order concerned; or
- (b) in respect of any determination or order which is the subject of a pending appeal or review.

(3) Where an application has been made to the Labour Court to rescind or vary any determination or order in terms of [subsection \(1\)](#), the Labour Court may direct that -

- (a) the determination or order shall be carried into execution; or
- (b) execution of the determination or order shall be suspended pending the decision upon the application;

upon such terms as the Labour Court may fix as to security for the due performance of the determination or order or any variation thereof.

#### **92CC. Part-heard matters**

Where the office of a President hearing a matter before the Labour Court becomes vacant -

- (a) by reason of retirement or the appointment of that President to the High Court, the President concerned shall continue hearing the matter to its conclusion as if he or she was still a President of the Labour Court; or
- (b) by reason of death or some cause other than those mentioned in [paragraph \(a\)](#), the Senior President shall re-assign the matter before a different President -
  - (i) for hearing at the stage which that matter had reached before the office of the first-mentioned President became vacant, if the parties to the matter so agree; or
  - (ii) in the absence of the agreement of the parties under [subparagraph \(i\)](#), for re-hearing of all the arguments and evidence led at the original hearing of the matter, for which purpose the registrar of the Labour Court shall notify the parties of the new date and place of the hearing.

[Section inserted by section 18 of 5 of 2011.]

#### **92D. Appeals to the Labour Court not provided for elsewhere in this Act**

A person who is aggrieved by a determination made under an employment code, may, within such time and in such manner as may be prescribed, appeal to the Labour Court.

[Section substituted by section 32 of 7 of 2005.]

#### **92E. Appeals to the Labour Court generally**

(1) An appeal in terms of this Act may address the merits of the determination or decision appealed against.

(2) An appeal in terms of [subsection \(1\)](#) shall not have the effect of suspending the determination or decision appealed against.

(3) Pending the determination of an appeal the Labour Court may make such interim determination in the matter as the justice of the case requires.

[Section inserted by section 32 of 7 of 2005.]

[Part XI ([sections 83](#) - 92D) inserted by section 29 of 17 of 2002.]

#### **92EE. Grounds of review by Labour Court**

(1) Subject to this Act and any other law, the grounds on which any proceedings or decision conducted or made in connection with is Act may be brought on review before the Labour Court shall be -

- (a) absence of jurisdiction on the part of the arbitrator or adjudicating authority concerned;
- (b) interest in the cause, bias, malice or corruption on the part of the arbitrator or adjudicating authority concerned;
- (c) gross irregularity in the proceedings or the decision of the arbitrator or adjudicating authority concerned.

(2) Nothing in [subsection \(1\)](#) shall affect any other law relating to the review of proceedings or decisions of inferior courts, tribunals or authorities.

[Section inserted by [section 15](#) of [5 of 2015](#).]

## 92F. Appeals against decisions of Labour Court

(1) An appeal on a question of law only shall lie to the Supreme Court from any decision of the Labour Court.

(2) Any party wishing to appeal from any decision of the Labour Court on a question of law in terms of [subsection \(1\)](#) shall seek from the President who made the decision or, in his or her absence, from any other President leave to appeal that decision.

[Subsection amended by section 18 of 5 of 20011. Amendment erroneously referred to section 94F instead of to 92F.]

(3) If the President refuses leave to appeal in terms of [subsection \(2\)](#), the party may seek leave from the judge of the Supreme Court to appeal.

[Section inserted by section 32 of 7 of 2005.]

## PART XII

### *Resolution of Disputes and Unfair Labour Practices*

## 93. Powers of labour officers

(1) A labour officer to whom a dispute or unfair labour practice has been referred, or to whose attention it has come, shall attempt to settle it through conciliation or, if agreed by the parties, by reference to arbitration.

[Subsection amended by section 33 of 7 of 2005.]

(2) If the dispute or unfair labour practice is settled by conciliation, the labour officer shall record the settlement in writing.

[Subsection amended by section 33 of 7 of 2005.]

(3) If the dispute or unfair labour practice is not settled within thirty days after the labour officer began to attempt to settle it under [subsection \(1\)](#), the labour officer shall issue a certificate of no settlement to the parties to the dispute or unfair labour practice.

[Subsection amended by section 33 of 7 of 2005.]

(4) The parties to a dispute or unfair labour practice may agree to extend the period for conciliation of the dispute or unfair labour practice referred to in [subsection \(3\)](#).

[Subsection amended by section 33 of 7 of 2005.]

(5) After a labour officer has issued a certificate of no settlement, the labour officer, upon consulting any labour officer who is senior to him or her and to whom he or she is responsible in the area in which he or she attempted to settle the dispute or unfair labour practice -

- (a) shall refer the dispute to compulsory arbitration if the dispute is a dispute of interest and the parties are engaged in an essential service, and the provisions of [section 98](#) shall apply to such reference to compulsory arbitration; or
- (b) may, with the agreement of the parties, refer the dispute or unfair labour practice to voluntary arbitration if the dispute is a dispute of interest; or
- (c) may if the dispute or unfair labour practice is a dispute of right; make a ruling that, upon a finding on a balance of probabilities that -
  - (i) the employer or other person is guilty of an unfair labour practice; or
  - (ii) the dispute of right or unfair labour practice must be resolved against any employer or other person in a specific manner by an order -
    - (A) directing the employer or other party concerned to cease or rectify the infringement or threatened infringement, as the case may be, including the payment of moneys, where appropriate;
    - (B) for damages for any loss or prospective loss caused either directly or indirectly, as a result of the infringement or threatened infringement, as the case may be;

whereupon the provisions of [subsections \(5a\)](#) and [\(5b\)](#) shall apply.

[Subsection substituted by [section 16](#) of [5 of 2015](#).]

(5a) A labour officer who makes a ruling and order in terms of [subsection \(5\) \(c\)](#) shall as soon as practicable -

- (a) make an affidavit to that effect incorporating, referring to or annexing thereto any evidence upon which he or she makes the draft ruling and order; and

- (b) lodge, on due notice to the employer or other person against whom the ruling and order is made ("the respondent"), an application to the Labour Court, together with the affidavit and a claim for the costs of the application (which shall not exceed such amount as may be prescribed), for an order directing the respondent by a certain day (the "restitution day") not being earlier than thirty days from the date that the application is set down to for hearing (the "return day" of the application) to do or pay what the labour officer ordered under [subsection \(5\) \(c\) \(ii\)](#) and to pay the costs of the application.

[Subsection inserted by [section 16](#) of [5 of 2015](#).]

(5b) If, on the return day of the application, the respondent makes no appearance or, after a hearing, the Labour Court grants the application for the order with or without amendment, the labour officer concerned shall, if the respondent does not comply fully or at all with the order by the restitution day, submit the order for registration to whichever court would have had jurisdiction to make such an order had the matter been determined by it, and thereupon the order shall have effect, for purposes of enforcement, of a civil judgment of the appropriate court.

[Subsection inserted by [section 16](#) of [5 of 2015](#).]

(6) . . . . .

[Subsection repealed by section 33 of 7 of 2005.]

(7) If, in relation to any dispute or unfair labour practice -

- (a) after a labour officer has issued a certificate of no settlement in relation to the dispute or unfair labour practice, it is not possible for any reason to refer the dispute or unfair labour practice to compulsory arbitration as provided in [subsection \(5\)](#); or
- (b) a labour officer refuses, for any reason, to issue a certificate of no settlement in relation to any dispute or unfair labour practice after the expiry of the period allowed for conciliation under [subsection \(3\)](#) or any extension of that period under [subsection \(4\)](#);

any party to the dispute may, in the time and manner prescribed, apply to the Labour Court -

- (i) for the dispute or unfair labour practice to be disposed of in accordance with [section 89 \(2\) \(b\)](#), in the case of a dispute of interest; or
- (ii) for an order in terms of [section 89 \(2\) \(c\)](#), in the case of a dispute of right.

[Subsection amended by section 33 of 7 of 2005.]

[Section substituted by section 30 of 17 of 2002.]

#### **94. Prescription of disputes**

(1) Subject to [subsection \(2\)](#), no labour officer shall entertain any dispute or unfair labour practice unless -

- (a) it is referred to him; or
- (b) has otherwise come to his attention;

within two years from the date when the dispute or unfair labour practice first arose.

(2) [Subsection \(1\)](#) shall not apply to an unfair labour practice which is continuing at the time it is referred to or comes to the attention of a labour officer.

(3) For the purpose of [subsection \(1\)](#), a dispute or unfair labour practice shall be deemed to have first arisen on the date when -

- (a) the acts or omissions forming the subject of the dispute or unfair labour practice first occurred; or
- (b) the party wishing to refer the dispute or unfair labour practice to the labour officer first became aware of the acts or omissions referred to in [paragraph \(a\)](#), if such party cannot reasonably be expected to have known of such acts or omissions at the date when they first occurred.

[Section amended by section 31 of 17 of 2002.]

**95. . . . .**

[Section repealed by section 32 of 17 of 2002.]

**96. . . . .**

[Section repealed by section 32 of 17 of 2002.]

97. ....

[Section repealed by section 34 of 7 of 2005.]

## 98. Effect of reference to compulsory arbitration under Parts XI and XII

(1) In this section, "reference to compulsory arbitration", in relation to a dispute, means a reference made in terms of section 89 (1) (d) or [section 93](#).

(2) Subject to this section, the Arbitration Act [*Chapter 7:15*] shall apply to a dispute referred to compulsory arbitration.

(3) Before referring a dispute to compulsory arbitration, the Labour Court or the labour officer, as the case may be, shall afford the parties a reasonable opportunity of making representations on the matter.

(4) In ordering a dispute to be referred to compulsory arbitration, the Labour Court or labour officer, as the case may be, shall determine the arbitrator's terms of reference after consultation with the parties to the dispute.

(5) In referring a dispute to compulsory arbitration -

(a) the Labour Court; or

(b) the labour officer, after consulting any labour officer who is senior to him and to whom he is responsible in the area in which he attempted to conciliate the dispute;

as the case may be, shall appoint as an arbitrator a person whose name appears on a list referred to in [subsection \(6\)](#):

Provided that the labour officer who attempted to conciliate the dispute which is referred to arbitration shall not be appointed as the arbitrator in that dispute.

(6) The Minister, in consultation with the Senior President of the Labour Court and the appropriate advisory council, if any, appointed in terms of [section 19](#), shall from time to time prepare a list of arbitrators consisting of -

(a) any labour officer, *ex officio* or designated agent whom he considers to be experienced or qualified in arbitration; and

[Paragraph amended by section 35 of 7 of 2005.]

(b) any other person whom he considers to be experienced or qualified in arbitration.

(7) In referring a dispute to compulsory arbitration by a person other than a labour officer, or a designated agent for the employment council which is registered to represent the undertaking or industry to which the parties belong, the Labour Court or labour officer shall determine the share of the costs of the arbitration to be borne by each party.

[Subsection substituted by section 35 of 7 of 2005.]

(8) Where a party to a dispute referred to compulsory arbitration is made up of more than one employer, employee, employers' organisation, or trade union, the costs of the arbitration shall be paid in the proportions agreed upon by the constituent members of the party or, failing agreement, in the proportions determined by the arbitrator or arbitrators.

(9) In hearing and determining any dispute an arbitrator shall have the same powers as the Labour Court.

[Subsection substituted by section 35 of 7 of 2005.]

(10) An appeal on a question of law shall lie to the Labour Court from any decision of an arbitrator appointed in terms of this section.

(11) Where the Labour Court or a labour officer has referred a dispute to compulsory arbitration, no employee, workers committee, trade union, employer or employers' organisation shall engage in collective job action in respect of the dispute.

(12) Any person who contravenes [subsection \(11\)](#) shall be guilty of an offence and liable to a fine not exceeding level eight or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.

(13) At the conclusion of the arbitration the arbitrator shall submit sufficient certified copies of his arbitral award to each of the parties affected by it.

(14) Any party to whom an arbitral award relates may submit for registration the copy of it furnished to him in terms of [subsection \(13\)](#) to the court of any magistrate which would have had jurisdiction to make an order corresponding to the award had the matter been determined by it, or, if the arbitral award exceeds the jurisdiction of any magistrates court, the High Court.

(15) Where arbitral award has been registered in terms of [subsection \(14\)](#) it shall have the effect, for

purposes of enforcement, of a civil judgment of the appropriate court.

[Section substituted by section 34 of 17 of 2002.]

**99. ....**

[Section repealed by section 34 of 17 of 2002.]

**100. ....**

[Section repealed by section 34 of 17 of 2002.]

### **101. Employment codes of conduct**

(1) An employment council or, subject to [subsections \(1a\), \(1b\)](#) and [\(1c\)](#), a works council may apply in the manner prescribed to the Registrar to register an employment code of conduct that shall be binding in respect of the industry, undertaking or workplace to which it relates.

[Subsection substituted by section 35 of 17 of 2002.]

(1a) Where an employment council has registered a code governing employers and employees represented by it, no works council may apply for the registration of a code in respect of any industry, undertaking or workplace represented by the employment council unless it first refers the code to the employment council for its approval.

[Subsection inserted by section 35 of 17 of 2002.]

(1b) Where a code is registered by a works council in respect of any industry, undertaking or workplace represented by an employment council and the employment council subsequently registers its own code, the code registered by the employment council shall supersede that of the works council, unless the works council refers it to the employment council for approval.

[Subsection inserted by section 35 of 17 of 2002.]

(1c) Where an employment council refuses to approve a code made by a works council in terms of [subsection \(1a\)](#) or [\(1b\)](#), the works council may refer the matter to a labour officer, and the determination of the labour officer on the matter shall be final unless the parties agree to refer it to voluntary arbitration.

[Subsection inserted by section 35 of 17 of 2002.]

(2) On application being made in terms of [subsection \(1\)](#), the Registrar shall, if he is satisfied that the employment code concerned provides for the matters referred to in [subsection \(3\)](#), register the employment code in the manner prescribed.

(3) An employment code shall provide for -

- (a) the disciplinary rules to be observed in the undertaking, industry or workplace concerned, including the precise definition of those acts or omissions that constitute misconduct;
- (b) the procedures to be followed in the case of any breach of the employment code;
- (c) the penalties for any breach of the employment code, which may include oral or written warnings, fines, reductions in pay for a specified period, suspension with or without pay or on reduced pay, demotion and dismissal from employment;
- (d) the person, committee or authority that shall be responsible for implementing and enforcing the rules, procedures and penalties of the employment code;
- (e) the notification to any person who is alleged to have breached the employment code that proceedings are to be commenced against him in respect of the alleged breach;
- (f) the right of a person referred to in [paragraph \(e\)](#) to be heard by the appropriate person, committee or authority referred to in [paragraph \(d\)](#) before any decision in his case is made;
- (g) a written record or summary to be made of any proceedings or decisions taken in terms of the employment code, which record or summary shall be made at the time such proceedings and decisions are taken.

(4) An applicant referred to in [subsection \(2\)](#) may, at any time after the registration of an employment code, apply in the manner prescribed to the Registrar to register any amendment to the employment code, and [subsection \(3\)](#) shall apply, *mutatis mutandis*, in relation to that amendment.

(5) Notwithstanding this Part, but subject to [subsection \(6\)](#), no labour officer shall intervene in any dispute or matter which is or is liable to be the subject of proceedings under an employment code, nor shall he intervene in any such proceedings.



(6) If a matter is not determined within thirty days of the date of the notification referred to in subsection (3) (e), the employee or employer concerned may refer such matter to a labour officer, who may then determine or otherwise dispose of the matter in accordance with [section 93](#).

(7) . . . . .  
[Subsection repealed by section 35 of 17 of 2002.]

(8) . . . . .  
[Subsection repealed by section 35 of 17 of 2002.]

(9) The Minister may, after consultation with representatives of trade unions and employers organizations, by statutory instrument publish a model employment code of conduct.

(10) An employment council or works council may, by making application in terms of [subsection \(1\)](#), adopt the model employment code referred to in [subsection \(9\)](#), subject to such modifications as may be appropriate to the industry, undertaking or workplace concerned.  
[Section amended by section 45 of 17 of 2002.]

PART XIII  
*Collective Job Action*

**102. Interpretation in Part XIII**

In this Part -

"appropriate authority". . . . .  
[Definition repealed by section 36 of 17 of 2002.]

"disposal order" means an order made in terms of [section 107](#);

"essential service" means any service -

- (a) the interruption of which endangers immediately the life, personal safety or health of the whole or any part of the public; and
- (b) that is declared by notice in the *Gazette* made by the Minister, after consultation with the appropriate advisory council, if any, appointed in terms of [section 19](#), to be an essential service;  
[Definition amended by section 36 of 17 of 2002.]

"lawful collective job action" means collective job action which is not prohibited in terms of [section 104 \(3\)](#);

"lock-out" means any one or more of the following acts or omissions by any person who is or has been an employer -

- (a) the exclusion by him of any person or number of persons, who are or have been in his employ, from any premises on which work provided by him is or has been performed; or
- (b) the total or partial discontinuance by him of his business or of the provision of work; or
- (c) the breach or termination by him of the contracts of employment of any person or number of persons in his employ; or
- (d) the refusal or failure by him to re-employ any person or number of persons who have been in his employ;

if that exclusion, discontinuance, breach, termination, refusal or failure is in consequence of a dispute regarding conditions of employment or other matters, and the purpose of that exclusion, discontinuance, breach, termination, refusal or failure is to induce or compel any persons who are or have been in his employ or in the employ of other persons to agree to or comply with any demands concerning conditions of employment or re-employment or other matters made by him or on his behalf or by or on behalf of any other person who is or has been an employer;

"show cause order" means an order made in terms of [section 106](#);

"unlawful job action". . . . .  
[Definition repealed by section 36 of 17 of 2002.]

**103. Appeal against declaration of essential service**

Any person who is aggrieved by any statutory instrument by the Minister declaring any service or occupation to be an essential service may appeal against such notice to the Labour Court, and the Labour Court may vary or revoke the statutory instrument as it deems just.

#### 104. Right to resort to collective job action

(1) Subject to this Act, all employees, workers committees and trade unions shall have the right to resort to collective job action to resolve disputes of interest.

[Subsection substituted by section 37 of 17 of 2002.]

(2) Subject to [subsection \(4\)](#), no employees, workers committee, trade union, employer, employers organisation or federation shall resort to collective job action unless -

- (a) fourteen days' written notice of intent to resort to such action, specifying the grounds for the intended action, has been given -
  - (i) to the party against whom the action is to be taken; and
  - (ii) to the appropriate employment council; and
  - (iii) to the appropriate trade union or employers organisation or federation in the case of members of a trade union or employers organisation or federation partaking in a collective job action where the trade union or employers organisation or federation is not itself resorting to such action; and
- (b) an attempt has been made to conciliate the dispute and a certificate of no settlement has been issued in terms of [section 93](#).

[Subsection substituted by section 37 of 17 of 2002.]

(3) Subject to [subsection \(4\)](#), no collective job action may be recommended or engaged in by -

- (a) any employees, workers committee, trade union, employer, employers' organisation or federation -
  - (i) if the persons concerned are engaged in an essential service; or
  - (ii) if the issue in dispute is a dispute of right; or
  - (iii) if the parties to the dispute have agreed to refer the dispute to arbitration; or
- (b) any employees, workers committee or employer, if there is in existence a registered trade union or employers organisation which represents the interests of the employees or employers concerned and that trade union or employers organisation has not approved or authorised the collective job action; or
- (c) any trade union, employers organisation or federation unless the trade union, employers organisation or federation is registered; or
- (d) any workers committee, if there is in existence a union agreement which provides for or governs the matter in dispute, and such agreement has not been complied with or remedies specified therein have not been exhausted as to the issue in dispute; or
- (e) any workers committee, trade union or employers organisation, except with the agreement of the majority of the employees or employers, as the case may be, voting by secret ballot.

[Subsection substituted by section 37 of 17 of 2002.]

(4) Nothing in [subsection \(1\)](#), [\(2\)](#) or [\(3\)](#) shall be deemed to prevent collective job action from being resorted to -

- (a) in order to avoid any occupational hazard which is reasonably feared to pose an immediate threat to the health or safety of the persons concerned:

Provided that -

- (i) the occupational hazard has not been deliberately caused by the persons resorting to the collective job action;
  - (ii) the collective job action resorted to shall remain proportional in scope and locality to the occupational hazard in question;
  - (iii) the collective job action shall diminish in proportion as such occupational hazard diminishes;
- (b) in defence of an immediate threat to the existence of a workers committee or a registered trade union.

[Paragraph amended by section 37 of 7 of 2005.]

## 104A. Picketing

(1) In the section -

"picket" means a gathering of members and supporters of a trade union or workers committee for either or both of the following purposes -

- (a) demonstrating peacefully -
  - (i) in support of any collective job action; or
  - (ii) in opposition to any lock-out; and
- (b) peacefully persuading other members of the trade union or workers committee or employees of the industry, undertaking or workplace represented by the trade union or workers committee to take part in the collective job action or demonstration.

(2) A registered trade union or workers committee may authorise a picket.

(3) Notwithstanding any other law regulating the right of assembly, a picket authorised in terms of [subsection \(2\)](#) may be lawfully conducted -

- (a) outside the premises of an employer or in any place to which the public has access; and
- (b) if so authorised by a collective bargaining agreement, or a code of picketing agreed between the Minister and the appropriate advisory council, if any, appointed in terms of [section 19](#) and prescribed by regulations made in terms of [section 119](#), inside the premises of the employer concerned in any area that does not substantially affect production.

[Section inserted by section 38 of 17 of 2002.]

## 105. Lock-outs and actions connected therewith

No employer or employers organization shall -

- (a) threaten, recommend or engage in a lock-out, except in accordance with [sections 102](#) and [104](#); or
- (b) without the consent of the Minister, lay off, suspend or dismiss any employee or withhold wages or benefits due to any employee as a consequence of or in connection with a lock-out.

(2) No employer or employers organisation or federation, or official or office-bearer of such employers organisation or federation, shall threaten, recommend, encourage, incite, organise or engage in an unlawful collective job action referred to in paragraph (b) of the definition of that term in [section 2](#).

(3) Where more than one person referred to in [subsection \(2\)](#) threatened, recommended, encouraged, incited, organised or engaged in the unlawful collective job action, their liability therefor shall be joint and several.

[Section substituted by section 39 of 17 of 2002.]

## 106. Show cause orders

(1) Whenever a workers committee, trade union, employers organisation or federation of registered trade unions or employers organisations (hereafter in this section called a "responsible person") threatens, recommends, encourages, incites, organises or engages in any collective action referred to in of [section 109 \(1\)](#) (hereinafter in this section and [section 107](#) called an "unlawful collective action"), the Minister, acting on his own initiative or upon the application of any person affected or likely to be affected by the unlawful collective action, may issue an order calling upon the responsible person to show cause why a disposal order should not be made in relation thereto:

Provided that the Minister may call both parties to appear before him or her for submissions before he or she issues a show cause order if he or she deems it necessary that they appear.

[Proviso inserted by section 36 of 7 of 2005.]

(2) A show cause order -

- (a) shall specify -
  - (i) the date, time and place at which the responsible person must appear before the Labour Court to show cause why a disposal order should not be made; and
  - (ii) the order or action desired or proposed;
- (b) may direct that pending the issuance of a disposal order, the unlawful collective action concerned be terminated, postponed or suspended.

[Section substituted by section 40 of 17 of 2002.]

## 107. Disposal orders

(1) On the return day of a show cause order the Labour Court shall, at the time and place specified in the order, inquire into the matter and shall afford the parties concerned an opportunity of making representations in the matter.

(2) After conducting an inquiry in terms of [subsection \(1\)](#), the Labour Court may issue a disposal order directing that -

- (a) the unlawful collective action be terminated, postponed or suspended; or
- (b) the issue giving rise to the unlawful collective action concerned be referred to another authority to be dealt with in terms of Part XII and that, pending the determination of the issue in terms of that Part, the unlawful collective action concerned be terminated, postponed or suspended.

(3) Without derogation from the generality of the powers conferred upon the Labour Court in terms of [subsection \(2\)](#) to make a disposal order, such order may provide for -

- (a) in the case of an unlawful collective action other than a lock-out -
  - (i) discharge or suspension of an employer's liability to pay all or part of the wages or benefits due to specified employees or categories of employees engaged in the unlawful collective action, in respect of the duration of such collective action or part thereof;
  - (ii) the employer, to take disciplinary action in terms of the code or law, or lay off or suspend with or without pay, specified employees or categories of employees engaged in the unlawful collective action;

[Subparagraph amended by section 37 of 7 of 2005.]

- (iii) the lay off or suspension, with or without pay, of specified employees or categories of employees not engaged in the unlawful collective action for such period as may be specified where such lay off or suspension is necessitated by the collective action;
- (iv) the dismissal of specified employees or categories of employees engaged in the unlawful collective action;
- (v) the prohibition of the collection of union dues by any trade union concerned for such period as may be specified;
- (vi) the suspension or rescission of the registration of the trade union involved in the collective job action;
- (vii) the taking of disciplinary action by the employer in the case of employees on collective job action, in terms of the code or any other sanction as the circumstances permit, in respect of defiance of a show cause order.

[Subparagraph inserted by section 37 of 7 of 2005.]

- (b) in the case of an unlawful collective action consisting of a lock-out -
  - (i) where wages or benefits due to employees have been withheld or suspended, the payment of such wages or benefits;
  - (ii) the resumption of the normal operations of the undertaking concerned;
  - (iii) where any employees have been laid off, suspended or dismissed, the reinstatement of such employees with all necessary wages, compensation and other related benefits;
  - (iv) the suspension or dismissal of specified managerial employees who are responsible for or have provoked, or contributed to, the lock-out.

[Section substituted by section 40 of 17 of 2002.]

## 108. Protection of persons engaged in lawful collective action

(1) In this section and [section 109](#) -

"lawful collective action" means any collective job action that complies with this Part in respect of its notification and other matters provided for under this Part, and "unlawful collective action" shall be construed accordingly.

(2) It shall not be a delict or breach of contract for any workers committee, registered trade union, registered employers organisation or registered federation of registered trade unions or employers organisations (hereinafter in this section called a "protected person") to threaten, recommend or engage in a lawful collective action, and no protected person shall be liable to any civil liability or proceedings therefor other than as specified in this Part:

Provided that such immunity from suit shall not extend to wilful acts or omissions threatening or resulting in

the destruction of, or damage to, property other than the perishing of goods caused by employees' absence from work on account of such collective action.

(3) All individual employees and officials or office-bearers of a protected person, shall be entitled to the same immunity as is conferred upon a protected person in terms of [subsection \(2\)](#) and, in addition, his employment shall not be terminated on the ground that he has threatened, recommended or engaged in any lawful collective action.

(4) An employer is not obliged to remunerate an employee for services that the employee does not render during the lawful collective action except where the employee's remuneration includes payment in kind by way of accommodation, the provision of food and other basic amenities of life, in which event the employer shall not discontinue such payment in kind unless the employee declines such remuneration:

Provided that, at the conclusion of the collective action, the employer may recover the monetary value of such remuneration by action instituted in the Labour Court.

(5) An employer may not employ any person for the purpose of performing the work of an employee who is locked out.

[Section substituted by section 40 of 17 of 2002.]

## **109. Liability of persons engaged in unlawful collective action**

(1) If a workers committee, trade union, employers organisation or federation of registered trade unions or employers organisations (hereinafter in this section called a "responsible person"), or any individual employer or employee or group of individual employers or employees, recommends, advises, encourages, threatens, incites, commands, aids, procures, organises or engages, in any collective action which is prohibited in terms of [section 104 \(3\)](#), the responsible person, and every official or office-bearer of the responsible person, or, as the case may be, individual employer or employee or group of individual employers or employees, shall be guilty of an offence and liable to a fine not exceeding level fourteen or to imprisonment for a period not exceeding five years or to both such fine and such imprisonment.

(2) Any person other than a person referred to in [subsection \(1\)](#) who recommends, advises, encourages, threatens, incites, commands, aids or procures any collective action which is prohibited in terms of [section 104 \(3\)](#), with the intention or realising that there is a risk or possibility of bringing about such collective action, shall be guilty of an offence and liable to a fine not exceeding level fourteen or to imprisonment for a period not exceeding five years or to both such fine and such imprisonment.

The test referred to in [section 3](#) of the Public Order and Security Act [*Chapter 11:17*] shall apply to determining whether or not the person whose conduct is in issue realised that there was a risk or possibility that his conduct might bring about the collective action referred to in this subsection.

(3) The Minister may, by order in writing served on -

- (a) a trade union or employers organisation which he believes on reasonable grounds to be in contravention of [subsection \(1\)](#); and
- (b) the employment council to which the trade union or employers organisation referred to in [paragraph \(a\)](#) is a party; and
- (c) any employer who is party to a collective bargaining agreement with the trade union referred to in [paragraph \(a\)](#);

suspend for such period, not exceeding twelve months, as shall be specified in the order, the right of the trade union to levy, collect or recover union dues by means of a check-off scheme, or the right of the employers' organization to collect membership fees.

(4) An order referred to in [subsection \(3\)](#) may be issued together with, or independently or instead of, a show cause order.

(5) If -

- (a) criminal proceedings against a trade union or employers' organization referred to in [subsection \(3\) \(a\)](#) -
  - (i) are not instituted within thirty days of the date of service of the order referred to in [subsection \(3\)](#) on the trade union or employers organisation; or
  - (ii) end otherwise than in conviction; or
- (b) the Labour Court declines to grant a disposal order;

the order shall be deemed to have been cancelled with effect from the last day for the institution of criminal proceedings in terms of [paragraph \(a\)](#), or the date of acquittal or withdrawal of the criminal proceedings, or the date when the Labour Court declined to grant an order referred to in [paragraph \(b\)](#), whichever is the earliest date.

(6) In addition to any penalty that may be imposed under [subsection \(1\)](#) or [\(2\)](#) and without derogation from any other remedy available under any other law -

- (a) a responsible person, and every official or office-bearer of the responsible person, and every individual employer or employee who participates in any unlawful collective action; or
- (b) a person referred to in [subsection \(2\)](#);

as the case may be, shall be jointly and severally liable, at the suit of any injured party, for any injury to or death of a person, loss of or damage to property or other economic loss, including the perishing of goods caused by employees' absence from work, caused by or arising out of or occurring during such collective action.

(7) Subject to Part XIX of the Criminal Procedure and Evidence Act [*Chapter 9:07*], a court which has convicted a person of any offence in terms of [subsection \(1\)](#) that involves any loss, damage, injury or death for which that person is liable in terms of this section shall forthwith award compensation to any person who has suffered personal injury or whose right or interest in property of any description has been lost or diminished as a direct result of the offence.

[Section substituted by section 40 of 17 of 2002.]

## **110. Appeals**

(1) Any person who is aggrieved by -

- (a) a show cause order or the refusal to make such order; or
- (b) a disposal order made by an appropriate authority or by the refusal of any such authority to make such order;

may appeal to the Labour Court.

(2) The lodging of an appeal in terms of [subsection \(1\)](#) shall not affect any order appealed against:

Provided that pending the determination of the appeal, the Minister or the appropriate authority may give such directions to, or impose such restrictions on, any of the parties as he considers fair and reasonable, taking into account the respective rights of the parties and the public interest.

[Subsection amended by section 45 of 17 of 2002.]

## **111. Cessation of collective job action**

Whenever -

- (a) the underlying cause of any collective job action or lock-out which is threatened, anticipated or in force has been removed; or
- (b) the issue, dispute or complaint giving rise to any collective job action or lock-out which is threatened, anticipated, or in force has been determined or resolved in terms of Part XII or this Part; or
- (c) any collective job action by a workers committee or trade union is threatened, anticipated or in force and the executive of such workers committee or trade union or federation thereof, acting in terms of its constitution, has ordered the suspension of such collective job action; or
- (d) the termination, postponement or suspension of any collective job action or lock-out is directed in any show cause order or disposal order which has been given;

any person who is or might become involved in such collective job action or lock-out shall, as the case may be, forthwith cease or refrain from participating in or threatening such collective job action or lock-out.

## **112. Offences under Part XIII**

(1) Any person who contravenes or fails to comply with -

- (a) [section 104 \(2\)](#) or [\(3\)](#); or
- (b) [section 105](#); or
- (c) a direction made in terms of [section 106 \(2\) \(b\)](#) or (c); or
- (d) the terms of a disposal order; or
- (e) [section 111](#);

shall be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding one year or to both such fine and such imprisonment.

(2) When imposing any penalty or sentence upon conviction for an offence in terms of [subsection \(1\)](#), the

court shall take into account -

- (a) the terms of any show cause order or disposal order which has been made relating to the offence concerned, and the extent to which the convicted person has complied with it; and
  - (b) the extent to which the dispute concerned has been resolved.
- [Section substituted by section 4 of 22 of 2001.]

## PART XIV

### *Employment Agencies*

#### **113. Interpretation in Part XIV**

(1) In this Part, "registrar" means the registrar of employment agencies referred to in [section 121](#).

(2) The registrar shall keep a register of employment agencies which have been registered in terms of this Act, and shall perform such other functions as are imposed or conferred upon him under this Act.

(3) The registrar may, subject to the directions of the Minister, delegate any of his functions to any other person employed by the State.

#### **114. Employment agencies to be registered**

(1) No person shall -

- (a) conduct an employment agency; or
- (b) charge or recover any payment or reward for or in connection with the procurement of employment through an employment agency;

unless that employment agency is registered under this Act.

(2) No person shall hold himself out as conducting an employment agency, unless that employment agency is registered under this Act.

#### **115. Application for registration, issue, variation and cancellation of certificates of registration**

(1) Application for the registration of an employment agency shall be made to the registrar in the prescribed form.

(2) Upon an application made to him in terms of [subsection \(1\)](#), if the registrar -

- (a) is satisfied that the premises concerned are suitable for use as an employment agency, and that having regard to any other relevant matters the application should be granted, he shall grant the application and issue to the applicant a certificate of registration;
- (b) is not so satisfied as to the matters specified in [paragraph \(a\)](#), he shall refuse the application and give reasons for his refusal.

(3) A certificate of registration shall specify -

- (a) the name of the person to whom the certificate is issued; and
- (b) the premises at which the business is to be conducted; and
- (c) the period for which the certificate shall be in force; and
- (d) the area, including any foreign country, in respect of which the business may be conducted; and
- (e) the class or classes of persons or employment in respect of which the business may be conducted; and
- (f) any conditions subject to which the business may be conducted.

(4) The registrar may cancel the registration of an employment agency or vary the terms or conditions of any certificate of registration -

- (a) after due inquiry and for good cause, if he has notified the holder of the certificate of his intention to do so, and has given the holder the opportunity of making representations to him, and has considered any representations which the holder has made; or

(b) on the application of the holder of the certificate.

(5) Any person aggrieved by a decision of the registrar made in the exercise of his functions under this section may appeal against such decision to the Labour Court, which may determine the matter in such manner as it deems just.

#### **116. Duties of persons conducting employment agencies**

- (1) Every person who conducts or is in charge of an employment agency registered under this Act shall -
- (a) retain any record which by regulations made under this Act he is required to make for a period of three years subsequent to the occurrence of the event recorded; and
  - (b) on demand by an employment officer made at any reasonable time during the said period of three years, produce the said record for inspection; and
  - (c) furnish to the registrar such statistical information at such times and in such manner as may be prescribed.
- (2) No person shall charge or receive in respect of anything done or to be done at an employment agency -
- (a) any fee or other payment or reward at a rate higher than that which may, from time to time, be prescribed for any particular area and class of business; or
  - (b) any fee or other payment or reward, unless provision has been made for the charging of such fee, payment or reward in regulations made under this Act:

Provided that this subsection shall not apply to a business consultant carrying on business at the same place as an employment agency in respect of anything done in the course of such business other than the procurement of employment for clients.

#### **117. Powers of employment officers**

(1) An employment officer may, without previous notice and at any reasonable time during the day, enter upon any premises of an employment agency for the purpose of conducting any search therein where there are reasonable grounds for believing that such entry or search is necessary for the prevention, investigation or detection of an offence in terms of this Part.

- (2) In the exercise of the powers conferred upon him by [subsection \(1\)](#) an employment officer may -
- (a) require from any person conducting an employment agency the production of any books or documents which relate to his business and which are or have been upon the premises or in his possession or custody, or under his control; and
  - (b) at any place require from any person who has the possession or custody or control of any books or documents relating to the business of any person who is or was conducting an employment agency, the production of such books or documents; and
  - (c) examine and make extracts from, and copies of, any books or documents referred to in [paragraph \(a\)](#) or [\(b\)](#); and
  - (d) require an explanation of any entry in any books or documents referred to in [paragraph \(a\)](#) or [\(b\)](#); and
  - (e) seize any book or document referred to in [paragraph \(a\)](#) or [\(b\)](#) that, in his opinion, may afford evidence of the commission of any offence under this Act:

Provided that in the exercise of the powers conferred by this subsection, an employment officer shall exercise such reasonable care as to ensure that the smooth and efficient running of an employment agency is not unduly interfered with.

(3) Every employer in connection with whose employment agency any premises are occupied or used, and every person employed by him, shall at all reasonable times during the day, furnish such reasonable facilities as may be required by an employment officer for entering the premises for the purpose of inspecting or examining the books and documents kept in the premises, or for making any inquiry in relation thereto.

- (4) No person shall -
- (a) make a false statement -
    - (i) in any representations to an employment officer; or
    - (ii) when giving evidence to or before an employment officer investigating a case in terms of this section;which he knows to be false in any material particular, or which he has no reason to believe to be



true; or

- (b) refuse to answer any question which an employment officer, in the exercise of his functions in terms of this section, has put to him; or
- (c) refuse to comply to the best of his ability with any requirement made by an employment officer in the exercise of his functions in terms of this section; or
- (d) hinder an employment officer in the exercise of his functions in terms of this section.

#### **118. Offences under Part XIV**

(1) Any person who fails to comply with -

- (a) [section 114 \(1\)](#) or [\(2\)](#); or
- (b) any condition in a certificate of registration specified pursuant to section 115 (3) (f);

shall be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding one year or to both such fine and such imprisonment.

(2) Any person who contravenes -

- (a) [section 116 \(1\)](#) or [\(2\)](#); or
- (b) [section 117 \(4\)](#); or
- (c) any regulations made in terms of [section 119](#);

shall be guilty of an offence and liable to a fine not exceeding level five or to imprisonment for a period not exceeding six months or to both such fine and such imprisonment.

[Subsection substituted by section 4 of 22 of 2001.]

#### **119. Minister may make regulations**

(1) The Minister may make such regulations as he deems necessary or expedient for the purpose of giving effect to, or for the better administration of, this Part.

(2) Regulations made in terms of [subsection \(1\)](#) may provide for -

- (a) the form in which an application is to be made for a certificate of registration;
- (b) the fee to be paid for a certificate of registration or copies thereof;
- (c) the fees which may be charged in respect of the business of an employment agency;
- (d) the surrender of certificates of registration where the conditions thereof are to be varied or where such certificates are to be cancelled;
- (e) the records to be kept in respect of an employment agency.

### PART XV

#### *General*

#### **120. Investigation of trade unions and employers organizations**

(1) If the Minister has reasonable cause to believe that the property or funds of any trade union, employers organization or federation are being misappropriated or misapplied, or that the affairs of any trade union, employers organization or federation are being conducted in a manner that is detrimental to the interests of its members as a whole, the Minister may order that such trade union, employers organization or federation be investigated.

(2) For the purpose of any investigation referred to in [subsection \(1\)](#), the Minister shall appoint in writing an investigator who shall, at all reasonable times and without prior notice, have power -

- (a) to enter any premises; and
- (b) to question any person employed on the premises; and
- (c) to inspect and make copies of and take extracts from any books, records or other documents on the premises;

connected with or related to the trade union, employers organization or federation under investigation.

(3) An investigator appointed in terms of [subsection \(2\)](#) shall report the results of his investigation to the Minister as soon as practicable and, in so doing, may recommend, having regard to all the circumstances of the case, that -

- (a) in the case of an unregistered trade union, employers organization, or federation such trade union or employers organization or federation be wound up; or
- (b) in the case of a registered trade union, employers organization or registered federation such trade union, employers organization or federation -
  - (i) be de-registered and wound up; or
  - (ii) be administered in terms of [subsection \(7\)](#).

(4) During the period of investigation of a trade union, employers' organization or federation no person who is or has been an office-bearer of the trade union, employers organization or federation concerned shall, without the consent of the investigator, in any way expend or dispose of any property of the trade union, employers organization or federation concerned.

(5) An investigator shall not refuse to grant consent in terms of [subsection \(4\)](#) in respect of any expenditure or disposal which is in the ordinary and lawful course of business of the trade union, or employers organization or federation concerned.

(6) Where the Minister accepts a recommendation made in terms of sub-section (3) (a) or (b) (i), he shall -

- (a) in the case of an unregistered trade union, employers' organization or federation make application to the High Court; or
- (b) in the case of a registered trade union, employers organization or federation make application to the Labour Court;

for the trade union, employers' organization or federation concerned to be wound up in terms of its constitution.

(7) Where the Minister accepts a recommendation made in terms of sub-section (3) (b) (ii), he shall make application to the Labour Court to appoint or an administrator (or confirm the appointment of a provisional administrator pursuant to proviso (b)) and such assistants as the administrator may require, to administer the affairs of the trade union, employers organization or federation in respect of which the recommendation was made:

Provided that -

- (a) an administrator may not be appointed for more than six months or until the next annual general meeting of the trade union, employers' organization or federation concerned whichever is the later;
- (b) pending determination by the Labour Court of an application to appoint an administrator, the Minister may appoint a provisional administrator who shall exercise all the powers of a substantive administrator until the provisional administrator's appointment is confirmed by the Labour Court or some other person is appointed with the leave of the Court as substantive administrator;
- (c) if the Labour Court refuses an application to appoint an administrator or confirm the appointment of a provisional administrator, the refusal of the application shall not affect the validity of anything done by the provisional administrator in good faith pursuant to this section before the date of such refusal.

[Subsection inserted by [section 17](#) of by [5 of 2015](#).]

(8) An administrator appointed in terms of [subsection \(7\)](#) shall administer the affairs of the trade union, employers organization or federation concerned in such a manner as to rectify the matters for the rectification of which he or she was appointed and, in so doing, may, by notice in writing prohibit any person who is or has been an office-bearer or employee of the trade union, employers organization or federation from -

- (a) expending, disposing of or in any way dealing with any property of the trade union, employers organization or federation; or
- (b) operating any account with any bank, building society or other financial institution on behalf of the trade union, employers' organization or federation:

Provided that the administrator shall authorize any transaction or expenditure which he is satisfied forms part of the ordinary and lawful course of business of the trade union, employers' organization or federation.

[Subsection inserted by [section 17](#) of by [5 of 2015](#).]

(9) If after due investigation an administrator appointed in terms of [subsection \(7\)](#) finds sufficient evidence on a balance of probabilities that any person who is or has been an office-bearer or employee of the trade union, employers' organization or federation has misappropriated any property of the trade union, employers' organization or federation, the administrator may -

- (a) make an affidavit to that effect incorporating, referring to or annexing thereto any evidence so found; and
- (b) lodge, on due notice to the office-bearer or employee or former office-bearer or employee concerned

("the respondent"), an application to the Labour Court, together with the affidavit, for an order directing the respondent by a certain day (the "restitution day") not being earlier than thirty days from the date that the application is set down to for hearing (the "return day" of the application) to refund or return to such trade union, employers organization or federation any property which the respondent has misappropriated from such trade union, employers organization or federation.

[Subsection inserted by [section 17](#) of [5 of 2015](#).]

(10) If, on the return day of the application, the respondent makes no appearance or, after a hearing, the Labour Court grants the application for the order with or without amendment, the administrator shall, if the respondent does not comply fully or at all with the order by the restitution day, submit the order for registration to whichever court would have had jurisdiction to make such an order had the matter been determined by it, and thereupon the order shall have effect, for purposes of enforcement, of a civil judgment of the appropriate court.

[Subsection inserted by [section 17](#) of [5 of 2015](#).]

(11) For the purposes of [subsection \(9\)](#), "misappropriate" in relation to the property or moneys of the trade union, employers organization or federation under administration includes doing either or both of the following in defiance of a notice referred to in [subsection \(8\)](#) -

- (a) expending or disposing of the property of the trade union, employers organization or federation; or
- (b) withdrawing moneys from any account with any bank, building society or other financial institution operated on behalf of the trade union, employers' organization or federation.

[Subsection inserted by [section 17](#) of [5 of 2015](#).]

(12) Any person who -

- (a) makes any false representation to, or otherwise wilfully hinders or obstructs an investigator or administrator in the exercise of his or her functions under this section; or -
- (b) falsely holds himself or herself out to be an investigator or administrator; or
- (c) contravenes [subsection \(4\)](#);

shall be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding one year or to both such fine and such imprisonment.

[Subsection inserted by [section 17](#) of [5 of 2015](#).]

## 121. Officials

(1) For the purposes of this Act, there shall be -

- (a) a Registrar of Labour and such number of Assistant Registrars of Labour as may be necessary for carrying out the functions assigned to such officers in terms of this Act; and
- (b) such number of labour officers and employment officers as may be necessary for carrying out the functions assigned to such officers in terms of this Act;

whose offices shall form part of the Public Service.

(2) With the approval of the Minister, the Registrar may delegate to any other officer referred to in [subsection \(1\)](#) any of the functions conferred upon him by this Act, other than such power of delegation.

(3) The Minister may give directions of a general nature to any officer referred to in [subsection \(1\)](#) as to the performance of his functions in terms of this Act.

(4) An officer referred to in [subsection \(1\)](#) shall be issued with a certificate signed by the Registrar stating his official title.

[Section substituted by section 41 of 17 of 2002.]

## 122. Acquisition of undertakings by trade unions and trade union congress

(1) Whenever -

- (a) an undertaking which employs persons who are members of one or more registered trade unions or a federation thereof is to be discontinued; and
- (b) it would be in the interests of consumers, the employees concerned and members of the public generally that the undertaking be continued;

the Minister may, subject to this section, direct all or any of the trade unions or the federation concerned to endeavour in good faith to acquire the undertaking from their funds.

(2) Where the employees of an undertaking referred to in [subsection \(1\)](#) are not members of a registered trade union, the Minister may, if it would be in the interests of consumers, the employees concerned and members of the public generally that the undertaking be continued, subject to this section, direct any federation, association or congress of trade unions to endeavour in good faith to acquire the undertaking from the funds of such association or congress.

(3) Before making any direction in terms of [subsection \(1\)](#) or [\(2\)](#), the Minister shall consult the employees and any trade union, federation, association or congress of trade unions concerned.

(4) When making any direction in terms of [subsection \(1\)](#) or [\(2\)](#), the Minister shall include therein such directions as to the repayment by the employees concerned of such of the costs and expenses of the federation, association or congress of trade unions concerned as the Minister thinks fit.

### **123. Minister may raise levies to meet certain expenses**

(1) Subject to [subsection \(2\)](#), the Minister may, after consultation with the Minister responsible for finance, by statutory instrument provide for the imposition and payment of levies on employees, employers organizations, trade unions and federations thereof for the purpose of meeting the expenses of all or any of the following -

(a) . . . . .

[Paragraph repealed by section 45 of 17 of 2002.]

(b) the Labour Court; and

(c) employers organizations or any federation, association or congress of trade unions recognized by the Minister as being representative of all or most registered trade unions; and

(d) employers organizations recognized by the Minister as being representative of all or most registered employer organizations.

(2) In imposing levies in terms of [subsection \(1\)](#), the Minister shall take into account -

(a) the extent to which any person upon whom the levy is imposed has utilized or ought to utilize the services of the Labour Court, federation, association or congress of trade unions concerned; and

[Paragraph amended by section 45 of 17 of 2002.]

(b) the ability of any person or organization upon whom the levy is imposed to pay the levy.

### **124. Protection against multiple proceedings**

(1) Where any proceedings in respect of any matter have been instituted, completed or determined in terms of this Act, no person who is aware thereof shall institute or cause to be instituted, or shall continue any other proceedings, in respect of the same or any related matter, without first advising the authority, court or tribunal which is responsible for or concerned with the second-mentioned proceedings of the fact of the earlier proceedings.

(2) . . . . .

[Subsection repealed by section 4 of 22 of 2001.]

### **125. Records to be kept by employers, principals and contractors**

(1) Every employer upon whom any agreement, determination or regulation is binding under this Act in relation to remuneration to be paid, time to be worked or such other particulars as may be prescribed shall at all times keep, in respect of all persons employed by him, records of the remuneration paid, of the time worked and of those other particulars.

(2) The form and manner in which the records referred to in [subsection \(1\)](#) shall be kept as prescribed:

Provided that the Registrar may in writing authorize the keeping of such records in some other form if the records so kept will, in his opinion, enable a labour officer or designated agent to ascertain therefrom the required particulars.

(3) Whenever any agreement, determination or regulation regulates the rates at which or the principles upon which payment shall be made by a principal or contractor to any person to whom any work is given out on contract by that principal or contractor, every such principal or contractor shall at all times keep records of payments made by him to any person to whom he has so given out work on contract and of such other particulars as may be prescribed, and every such person to whom work has so been given out on contract shall at all times keep records of payments received by him from any such principal or contractor in respect of such work and such other particulars as may be prescribed.

(4) Every person who is or has been an employer or principal or contractor, as the case may be, shall retain

the records referred to in [subsections \(1\) and \(3\)](#) for a period of three years and shall produce these records on demand made at any time during that period by -

- (a) a labour officer; or
- (b) a designated agent acting within the scope of his authority, in terms of [section 63 \(3\)](#).

(5) If an employer fails to keep or retain the records referred to in this section or falsifies any such record, it shall be presumed for the purposes of this Act that every employee employed by him during the relevant period was engaged throughout that period for not less than the ordinary hours of work applicable to that employee in terms of any agreement, determination or regulation under this Act.

(6) Where it is proved that any statement or entry contained in any record is false, the person required in terms of this section to keep that record shall be presumed, until the contrary is proved, wilfully to have falsified that record.

(7) Any person who fails to comply with any of the provisions of this section applicable to him or who wilfully falsifies any record referred to in this section shall be guilty of an offence and liable to a fine not exceeding level five or to imprisonment for a period not exceeding six months or to both such fine and such imprisonment.

[Subsection amended by section 4 of 22 of 2001.]

## **126. Investigative powers of labour officers**

(1) A labour officer -

- (a) may without previous notice enter upon any premises in which any person is being employed; and
- (b) in respect of matters relating to wages, hours or conditions of work, may question, either apart from or in the presence of others, any person who is or has been upon or in any premises in which any person is being employed; and
- (c) may require from any person who is or has been upon or in any premises in which any person is being employed the production then and there, or at a time and place fixed by the labour officer, of all relevant books and documents which are or have been upon or in the premises or in the possession or custody or under the control of any employer by whom the premises are occupied or used, or of any employee of that employer; and
- (d) may at any time and at any place require from any person who has the possession or custody or control of any relevant book or document relating to the business of any person who is or was an employer, the production then and there, or at a time and place fixed by the labour officer, of that book or document; and
- (e) may examine and make extracts from and copies of all books and documents produced to or examined by him, and may require an explanation of any entries in any such books or documents; and
- (f) may seize any such books or documents as he believes on reasonable grounds may afford evidence of any offence under this Act.

(2) Any employer in connection with whose business any premises are occupied or used, and every person employed by him, shall at all times furnish such facilities as are required by a labour officer for the purpose of exercising any of the powers conferred by [subsection \(1\)](#).

(3) Where any work is given out on contract to any person by a principal or contractor who is himself an employer in or is engaged in the undertaking, industry, trade or occupation concerned, a labour officer may exercise in relation to that principal or contractor any or all of the powers conferred by [subsection \(1\)](#).

(4) Any labour officer exercising a power or performing a duty conferred or imposed upon him by this section shall on demand produce the certificate furnished to him in terms of [section 121 \(3\)](#).

(5) Any person who -

- (a) refuses or fails to answer any question which a labour officer in the exercise of his functions puts to him; or
- (b) makes a false statement -
  - (i) in any representations to a labour officer; or
  - (ii) when giving evidence to or before a labour officer investigating a case in terms of this Part: which he knows to be false in any material particular, or which he has no reason to believe to be true; or
- (c) refuses or fails to comply with any request made by a labour officer in the exercise of his functions; or
- (d) hinders a labour officer in the exercise of his functions;

shall be guilty of an offence and liable to a fine not exceeding level five or to imprisonment for a period not exceeding six months or to both such fine and such imprisonment.

[Subsection substituted by section 40 of 17 of 2002.]

## 127. Regulations

(1) The Minister may make regulations prescribing anything which, in terms of this Act, is to be prescribed or which in his opinion, is necessary or convenient to be prescribed, for carrying out or giving effect to this Act.

(2) Regulations made in terms of [subsection \(1\)](#) may provide for -

- (a) the form of applications, notices or orders in terms of this Act;
- (b) the procedures to be followed in making applications or appeals and the procedures to be followed by any official, board, tribunal or authority upon which functions are conferred in terms of this Act;
- (c) the examination and inspection of the books, records and documents of workers committees, trade unions and employers organizations;
- (d) the requirement by workers committees, trade unions and employers organizations to submit returns concerning their affairs to the Minister or such officials as may be specified;
- (e) the duties and functions of officers in terms of this Act;
- (f) the fees payable in respect of the registration and variation of registration of a trade union or employers organisation or federation thereof and the registration of employment councils.

[Paragraph inserted by section 43 of 17 of 2002.]

(3) Regulations made in terms of [subsection \(1\)](#) may provide penalties for any contravention thereof:

Provided that no such penalty shall exceed a fine of level five or imprisonment for a period of six months or both such fine and such imprisonment.

[Subsection amended by section 4 of 22 of 2001.]

## 128. Offences by and in respect of labour officers, designated agents and officials

(1) Any person who -

(a) . . . . .

[Paragraph repealed by section 4 of 22 of 2001.]

(b) falsely holds himself out to be -

- (i) a labour officer; or
- (ii) a designated agent of an employment council; or
- (iii) an official of a trade union or employers organization; or

(c) being an officer, agent or official referred to in [paragraph \(b\)](#), falsely represents that he is authorized by the Minister, an employment council or a trade union or employers organization to collect any moneys when he is not so authorized;

shall be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding one year or to both such fine and such imprisonment.

[Subsection amended by section 4 of 22 of 2001.]

(2) . . . . .

[Subsection repealed by section 4 of 22 of 2001.]

# LABOUR ACT CHAPTER 28:01

## COLLECTIVE BARGAINING AGREEMENTS

[S.I. No. 273 of 2000](#)

Collective Bargaining Agreement: Banking Undertaking

[S.I. No. 177 of 2007](#)

Collective Bargaining Agreement: National Employment Council for the Insurance Industry of Zimbabwe

[S.I. No. 76 of 2016](#)

Collective Bargaining Agreement: Funeral Industry

[S.I. No. 79 of 2016](#)

Collective Bargaining Agreement: School Development Associations and Committees

[S.I. No. 88 of 2016](#)

Collective Bargaining Agreement: Electronics, Communications and Allied Industry

[S.I. No. 146 of 2016](#)

Collective Bargaining Agreement: Insurance Industry

[S.I. No. 66 of 2018](#)

Collective Bargaining Agreement: Tobacco Industry

[S.I. No. 71 of 2018](#)

Collective Bargaining Agreement: Printing and Packaging Wage Agreement

[S.I. No. 74 of 2018](#)

Collective Bargaining Agreement: Zimbabwe Revenue Authority

[S.I. No. 123 of 2018](#)

Collective Bargaining Agreement: Soft Drinks Manufacturing Industry

[S.I. No. 147 of 2018](#)

Collective Bargaining Agreement: Textile Manufacturing Industry

[S.I. No. 156 of 2018](#)

Collective Bargaining Agreement: Food and Allied Industries (Meat, Fish, Poultry, Abattoir and Meat Processing Sector) Regulations

[S.I. No. 193 of 2018](#)

Collective Bargaining Agreement: Detergents, Edible Oils and Fats Industry

[S.I. No. 194 of 2018](#)

Collective Bargaining Agreement: Detergents, Edible Oils and Fats Industry

[S.I. No. 207 of 2018](#)

Collective Bargaining Agreement: Ferro Alloy Industry in Zimbabwe

[S.I. No. 235 of 2018](#)

Collective Bargaining Agreement: Grain Marketing Board Industry

[S.I. No. 248 of 2018](#)

Collective Bargaining Agreement: Insurance Industry

[S.I. No. 251 of 2018](#)

Collective Bargaining Agreement: National Employment Council for Zimbabwe Schools Development Associations and Committees

[S.I. No. 254 of 2018](#)

Collective Bargaining Agreement: Tobacco (Grading Sector) Industry

[S.I. No. 2 of 2019](#)

Collective Bargaining Agreement: Food and Allied Industries (Meat, Fish, Poultry, Abattoir and Meat Processing Sub-sector)

[S.I. No. 6 of 2019](#)

Collective Bargaining Agreement: Cement and Lime and Allied Industry

[S.I. No. 7 of 2019](#)

Collective Bargaining Agreement: National Employment Council for the Cement and Lime and Allied Industry

[S.I. No. 26 of 2019](#)

Collective Bargaining Agreement: National Employment Council for the Air Transport Industry (NECATI)

[S.I. No 67 of 2019](#)

Collective Bargaining Agreement: Sugar Milling Industry

[S.I. No. 70 of 2019](#)

Collective Bargaining Agreement: Funeral Industry

[S.I. No. 73 of 2019](#)

Collective Bargaining Agreement: National Employment Council for the Banking Undertaking

**NOTICES**

[S.I. No. 70 of 1996](#)

Labour Relations (Specification of Minimum Wages) Notice, 1996

[S.I. No. 137 of 2003](#)

Labour (Declaration of Essential Services) Notice, 2003

[G.N. No. 619 of 2018](#)

Labour Court Calendar 2019

**REGULATIONS**

[S.I. No. 370 of 1985](#)

Labour Relations (Employment Agencies) Regulations, 1985

[S.I. No. 372 of 1985](#)

Labour Relations (Workers Committees) (General) Regulations, 1985

[S.I. No. 379 of 1990](#)

Labour Relations (Employment Codes of Conduct) Regulations, 1990

[S.I. No. 377 of 1992](#)

Labour Relations (Domestic Workers) Employment Regulations, 1992

[S.I. No. 31 of 1993](#)

Labour Relations (General) Regulations, 1993

[S.I. No. 72 of 1997](#)

Labour Relations (Employment of Children and Young Persons) Regulations, 1997

[S.I. No. 6 of 2002](#)

Labour Relations (Terminal Benefits and Entitlements of Agricultural Employees Affected by Compulsory Acquisition) Regulations, 2002

[S.I. No. 131 of 2003](#)

Labour Relations (Protection Against Any Acts of Interference Between Workers' Organisation and Employers' Organisation) Regulations, 2003

[S.I. No. 186 of 2003](#)

Labour Relations (Retrenchment) Regulations, 2003

[S.I. No. 217 of 2003](#)

Labour (Settlement of Disputes) Regulations, 2003

[S.I. No. 15 of 2006](#)

Labour (National Employment Code of Conduct) Regulations, 2006

[S.I. No. 105 of 2014](#)

Labour (HIV and AIDS) Regulations, 2014

[S.I. No. 13 of 2019](#)

Labour (Limit on Continuous Renewal of Fixed Term Contracts in the Electricity and Energy Supply Industry) Regulations, 2019

[S.I. No. 15 of 2019](#)

National Employment Council (N.E.C.) for the Printing, Packaging and Newspaper Industry Workplace Policy on HIV and AIDS



## RULES

[S.I. No. 145 of 2016](#)  
Labour Court (Fees) Rules

[S.I. No. 150 of 2017](#)  
Labour Court Rules, 2017

## COLLECTIVE BARGAINING AGREEMENTS

**S.I. No. 273 of 2000: Collective Bargaining Agreement: Banking Undertaking\***

**as amended by**

S.I. No. 166 of 2001

S.I. No. 304 of 2001

S.I. No. 368 of 2001

Collective Bargaining Agreement: National Employment Council for the Banking Undertaking, [S.I. No. 73 of 2019](#)

(Section 79)

### Schedule

EMPLOYMENT COUNCIL FOR THE BANKING UNDERTAKING COLLECTIVE BARGAINING AGREEMENT: BANKING UNDERTAKING

#### INDEX TO AGREEMENT

<a href="#">1.</a>	Scope of agreement
<a href="#">2.</a>	Period of operation of agreement
<a href="#">3.</a>	Definitions
<a href="#">4.</a>	Administration and application of agreement
<a href="#">5.</a>	Registration of employers
<a href="#">6.</a>	Access by union to members
<a href="#">7.</a>	Statement of intent
<a href="#">8.</a>	Contract and notice of work
<a href="#">9.</a>	Hours of work
<a href="#">10.</a>	Payment of overtime
<a href="#">11.</a>	Salaries, wages and grading
<a href="#">12.</a>	Deductions
<a href="#">13.</a>	Public holidays
<a href="#">14.</a>	Special leave
<a href="#">15.</a>	Vacation leave
<a href="#">16.</a>	Maternity leave
<a href="#">17.</a>	Sickness and incapacity leave
<a href="#">18.</a>	Annual non-pensionable bonus
<a href="#">19.</a>	Uniform and protective clothing
<a href="#">20.</a>	Gratuities on termination of employment
<a href="#">21.</a>	Conversion of rates
<a href="#">22.</a>	Record of service
<a href="#">23.</a>	Code of conduct
<a href="#">24.</a>	Dispute procedure
<a href="#">25.</a>	Employee representation on the council
<a href="#">26.</a>	Workers committees and works councils
<a href="#">27.</a>	Travelling and subsistence
<a href="#">28.</a>	Employment council dues and returns by employer
<a href="#">Schedule</a>	Employment Council for the Banking Undertaking (Council Levies)
<a href="#">Appendix I</a>	Occupations
<a href="#">Appendix II</a>	Salary ranges and wage scales
<a href="#">Appendix III</a>	Gratuities
<a href="#">Appendix IV</a>	Code of conduct

**IT is hereby notified that the Collective Bargaining Agreement set out in the Schedule, which replaces the**

**agreement published in General Notice 478 of 1987, has been registered in terms of section 79 of the Labour Relations Act [Chapter 28:01].**

Made and entered into, in accordance with the provisions of the Labour Relations Act [Chapter 28:01], by and between the Banking Employers' Association (hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and the Zimbabwe Banks and Allied Workers' Union (hereinafter referred to as "the employees" or "the trade union"), of the other part, being parties to the Employment Council for the Banking Undertaking: to substitute the whole of the provisions of the agreement published in Statutory Instrument 399 of 1984, and further agreements published in Statutory Instrument 235 of 1985 and those registered under Notice 237 of 1986 and General Notice 607 of 1986, Statutory Instrument 111 of 1994 and Statutory Instrument 201 of 1995.

**Footnotes**

\* Please note that [S.I. No. 73 of 2019](#) which was published separately is to be read in conjunction with this Agreement.

**1. Scope of agreement**

In terms of section 82 of the Act the provisions of this agreement are binding upon and shall be observed by all employers and employees in the undertaking who are members of the employers' organisation or the trade union respectively and to all such other employers and employees in the undertaking to which this agreement relates, within the area of Zimbabwe.

**2. Period of operation of agreement**

This agreement shall be deemed to have come into operation on the date of its signing and shall, in terms of section 82 (1) (c) of the Act, remain binding until replaced by a substitute agreement or terminated by mutual agreement of the parties thereto or is otherwise nullified, suspended or modified in terms of the Act:

Provided that nothing contained in this collective bargaining agreement shall prevent either or both of the parties from seeking to renegotiate or amend the agreement within a period not exceeding three years in order to take account of changed circumstances in the industry or undertaking concerned.

**3. Definitions**

Any expressions used herein which are defined in the Act shall have the same meaning as in the Act, any words importing the masculine gender shall include the feminine gender, any words in the singular shall include the plural sense, further, unless inconsistent with the context-

"Act" means the Labour Relations Act;

"accounting cycle" means a four-week cycle determined by the employer;

"banking undertaking" or "undertaking" means, without in any way limiting the ordinary meaning of the expression, the undertaking in which employers and employees are associated together for the purpose of-

(a) carrying on the business of a registered commercial bank, registered accepting house (merchant bank) or a registered discount house; and

(b) financial institutions, trusteeship, executorship and insurance broking where such business is carried out by a registered bank itself or by a subsidiary of such bank;

"council" means the Employment Council for the Banking Undertaking;

"continuous service" means the total period of unbroken service of an employee with an employer and shall be deemed to have been broken only by death, resignation, retirement or discharge of the employee concerned;

"day off" means Sunday or that day in the week in place of Sunday on which an employee is not required to work;

"designated posts" means those posts of a supervisory nature designated as such;

"employee" means a person engaged in any occupation listed in Appendix I;

"grade C employee" means an employee engaged on elementary junior clerical duties under supervision, such as correspondence, waste, ledger-keeping, machining or writing up statements, listing cheques for clearance, elementary bill work, drafts, transfers, remittances, general ledger and typing and includes trainee tellers;

"grade B employee" means an employee engaged on more senior clerical duties having a supervisory element and requiring a knowledge of banking instruments generally and the elementary laws relating thereto, a knowledge of a bank bookkeeping system and how the work and records of other departments fit into that system; qualified shorthand typist employed as such; tellers performing that function not elsewhere graded;

"grade A employee" means a grade B employee who has shown skill, ability and promise in the duties performed in grade B and has been advanced to grade A on such merits;

"machinist/sorter" means an employee engaged in clearing for ledger operators, waste machine operators, at Central Waste Department, or data capture machinists, and to perform related duties;

"medical practitioner" means a person registered as a medical practitioner by the Medical, Dental and Allied Professions Council or a registered traditional practitioner;

"month" means a calendar month;

"overtime" means time worked outside the ordinary hours of work of accounting cycle;

"public holiday" means all holidays declared as such in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*];

"wage or salary" means earnings of an employee, but does not include any allowance or any payment of overtime or other like benefits;

"working day" means any day other than a day off, or a public holiday.

#### **4. Administration and application of agreement**

(1) The council shall be the body responsible for the administration of this agreement and may issue expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.

(2) The council may appoint a specified person to assist in giving effect to the provisions of this agreement and any employer who is bound by its terms shall permit such person to institute such enquiries and to examine such books and documents as may be necessary for ascertaining whether the provisions of this agreement are being complied with.

(3) Each provision of this agreement shall create a right or obligation, as the case may be, independently of the existence of other provisions and no employer or employee may waive the right or obligation.

(4) Should any of the provisions of this agreement be declared *ultra vires* by any competent court of law, the remaining provisions shall be deemed to be the agreement, and shall remain in force for the unexpired period of this agreement.

(5) Every employer shall cause a copy of this agreement to be exhibited in a place easily accessible to employees during working hours.

#### **5. Registration of employers**

(1) Every employer-

(a) upon whom the terms of this agreement are binding shall, within one month of the coming into force of this agreement, notify the secretary of the council of the following particulars-

(i) full name;

(ii) trading name;

(iii) head office address;

(iv) branch office address;

(v) the activities which he is carrying out in the undertaking;

(vi) in the case of a corporate body, including a public company, or a partnership, the names and business addresses of the directors, partners and manager or agent;

(b) who enters the undertaking after the coming into operation of this agreement shall, within one month of commencing business, supply the secretary with the particulars set out in [paragraph \(a\)](#).

(2) The secretary of the council shall enter the particulars so supplied in terms of subclause (1) in a register kept for that purpose.

(3) Any alteration of the particulars supplied in terms of subclause (1) shall immediately be notified to the secretary who shall amend the register accordingly.

(4) Every employer who ceases operation in the undertaking shall notify the secretary of its council accordingly within one month of cessation.

#### **6. Access by trade union to members**

A trade union may have reasonable access to a member at his place of work during working hours for purposes as stated under section 7 (2) of the Labour Relations Act [*Chapter 28:01*], provided that-

- (a) such business cannot be adequately conducted outside working hours; and
- (b) the visit will not create any disruption of normal business processes or any interference with the efficient running of the undertaking or constitute a breach of security; and
- (c) that prior to any visit, written application is made to the personnel department and such visit is duly authorised.

## **7. Statement of intent**

It is agreed that employees already engaged in the undertaking may be afforded the opportunity of advancement to the highest posts in accordance with the requirements of such posts. Towards this end, such employees shall be adequately trained in the training establishments maintained by the employer for this purpose and be encouraged to undertake such training. Further, it is the intention of the parties to this agreement to continue to promote good industrial relations by means of responsible collective bargaining carried out in a reasonable and constructive manner and the establishment of good relations in every establishment based on trust, confidence and humanitarian principles.

## **8. Contract and notice**

(1) An employer shall inform every employee upon engagement of his grade, wage or salary rate and hours of work. The employee shall thereupon sign a Declaration of Secrecy in the form required by the employer.

(2) An employee may, upon engagement, be required to serve a probationary period of six months duration during which time, the contract of employment may be terminated in terms of section 2 (10) (c) of the Labour Relations (General Conditions of Employment) (Termination of Employment) Regulations, 1985, as published in Statutory Instrument 371 of 1985.

(3) Subject to the provisions of subclauses (2), (4) and (5) the period of notice to terminate a contract of employment shall be one calendar month provided that it shall not be necessary for an employee to give such notice where he is unable to do so because of some emergency or compelling necessity, acceptable to the employer. In other cases an employee may terminate his contract of employment at any time without notice on paying to his employer one day's pay for every day on which he would have been required to work had he given notice of termination in terms of this subclause.

(4) An employer may discharge his obligations by paying an employee full wages for and in place of the period of notice required by this clause.

(5) Nothing contained in this clause shall affect the right of an employer to seek termination of an employee's contract on the grounds specified in Appendix IV in terms of the current termination of employment regulations.

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

(7) Subject to the provisions of subclause (4) of [clause 15](#) an employee who has given or received notice to terminate employment shall not be required or permitted to take vacation leave during the currency of such notice period except by mutual agreement in writing.

(8) Notwithstanding anything contained in this agreement no employer shall give notice of termination of employment except in conformity with the prevailing laws and regulations of the Ministry of Public Service, Labour and Social Welfare.

## **9. Hours of work**

(1) The ordinary hours of work in any accounting cycle shall not exceed-

- (a) in the case of the employees graded in grades C. B. A. and those occupying designated posts, one hundred and seventy-six hours; and
- (b) in the case of other employees, one hundred and eighty-eight hours:

Provided that the daily hours of all employees shall be determined by the employer according to the needs of the particular establishment; and

- (c) a non-clerical employee shall be given a tea-break of fifteen minutes each morning at a time convenient to the employer.

(2) An employer shall not require an employee to work hours in excess of those specified in subclause (1)

except in cases of necessity, or in cases of emergency; an employee shall not refuse to work overtime except for some compelling reason acceptable to the employer.

(3) An employee shall receive one day off during each week.

## 10. Payment of overtime

(1) An employer shall pay for each hour of overtime worked in excess of those specified in subclause (1) of [clause 9](#) at the rate of one and one-half times the hourly rate specified in [clause 21](#):

Provided that at the end of the accounting cycle any period in excess of thirty minutes shall be regarded as one hour and any period of less than thirty minutes shall be disregarded.

(2) Notwithstanding the provisions of subclause (1), the employer shall pay overtime rates at double the employee's current hourly wage for overtime on a day off.

(3) Notwithstanding the provisions of subclause (1), the employer shall pay for overtime on an industrial holiday, in addition to the employee's current hourly wage-

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

## 11. Salaries, wages and grading

(1) An employer shall place each employee in a grade appropriate to his occupation and shall pay to such employee wage or salary of at least the amount prescribed in Appendix II applicable to his grade and no employee shall accept a wage or salary of less than that so prescribed.

(2) Annual increments as prescribed in Appendix I may become due to an employee in each calendar year on a date prescribed by the employer except with the following provisos-

- (a) no increment will be due to an employee who has served for less than four months.
- (b) where an employee receives an unsatisfactory annual appraisal resulting in an efficiency certificate or equivalent being withheld then no annual increment will be due. A review of the employee's performance will be submitted three months after the prescribed date and where the overall performance reaches satisfactory rating then an annual increase will be granted; any increment so awarded will not be retrospective.

(3) An employer shall pay wages or salaries in arrears by not later than the end of each month.

(4) An employee shall be paid for all overtime worked by not later than the normal pay day following the accounting cycle in which the overtime was earned.

(5) Subject to the provisions of the Labour Relations Act [*Chapter 28:01*] or any regulations made in terms of the Act, whether any person-

- (a) is dismissed from his employment or his employment is otherwise terminated; or
- (b) resigns from his employment; or
- (c) is incapacitated from performing his work; or
- (d) dies;

he or his estate, as the case may be, shall be entitled to the wages and benefits due to him up to the time of such dismissal, termination, incapacitation or death, as the case may be, including benefits, with respect to any outstanding vacation and notice period, medical aid, social security and any pension, and the employer concerned shall pay such entitlements to such person or his estate, as the case may be, as soon as reasonably practicable after such event.

(6) Remuneration shall be paid either by crediting the employee's account or by cheque or in cash and shall be accompanied by a written statement showing-

- (a) the name of the employee;
- (b) the wage or salary rate;
- (c) the period for which payment is made;
- (d) the amount of overtime due;
- (e) any other amounts due;

- (f) authorised deductions;
- (g) the net amount received by the employee.

## 12. Deductions

(1) No deductions or set off of any description shall be made or allowed from any remuneration due to an employee except-

- (a) where an employee is absent from work without the permission of the employer a *pro rata* amount of wage for the period of his absence;
- (b) by a written authority, signed by the employee, for the monies due to a trade union in the form of a checkoff system;
- (c) any overpayment of remuneration;
- (d) any amount which the employer is compelled by law or legal process to pay on behalf of any employee;
- (e) for cash advanced or money loaned by his employer;
- (f) deductions provided for in this agreement;
- (g) any other deduction for which the employee has tendered to the employer a signed authority.

(2) On termination of employment for any reason whatsoever, any balance owing to an employer in respect of any sum specified in subclause (1) may be deducted from the gross remuneration due to the employee concerned.

## 13. Public holidays

(1) Public holidays shall be those declared to be such in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*].

(2) An employee shall be granted leave of absence on a public holiday and shall be paid for every such holiday. Should a public holiday fall within a period of leave taken in terms of [clause 15](#), it shall not be counted as part of that leave.

## 14. Special leave

(1) Under special circumstances, namely death or serious illness of mother, father, children, spouse, brother or sister, an employee shall, notwithstanding anything to the contrary contained in any other clause of this agreement, be entitled to ask for, and to receive, immediate leave (compassionate leave) which shall be paid; in the case of any other close relative not specified above such leave may be granted at the discretion of the employer and shall be either unpaid or set off against leave accrued by the employee.

(2) Such employee shall, upon his return, produce evidence that such special circumstances did exist, if so required by the employer.

(3) Should such employer not authorise such immediate leave on request, and notwithstanding this, the employee takes such leave, upon his return and the submission of evidence as detailed in subclause (2) hereof, such employee shall be deemed to have been in continuous service.

(4) An employer shall be entitled to dismiss without notice an employee who fails to provide the evidence specified in subclause (2):

Provided that the employer complies with the provisions referred to in subclause (8) of [clause 8](#).

(5) Such compassionate leave shall not exceed three days without the employer's approval.

(6) An employee who is nominated as an official (trade union delegate) to attend any national or international conference or seminar, or to represent the trade union, on an industrial committee, shall be allowed to attend such seminar, conference or committee, as the case may be and such leave shall be special paid leave:

Provided that it shall be a condition precedent for the release of any employee who is a trade union official, that adequate prior notice shall have been given to the employer.

## 15. Vacation leave

(1) Except with the consent of the employer, no employee shall be entitled to take vacation leave during his

first year of service.

(2) Employees shall accrue leave at not than the following rates-

(a) employees specified in [clause 9 \(1\) \(a\)](#)-

- (i) during the first five years of continuous service, 21 working days *per annum*;
- (ii) during six to 25 years continuous service, 27 working days *per annum*;
- (iii) during the 26th year of continuous service and thereafter, 30 working days *per annum*;

(b) employees specified in [clause 9 \(1\) \(b\)](#)-

- (i) during the first five years of continuous service, 18 working days *per annum*;
- (ii) during six to 25 years of continuous service, 21 working days *per annum*;
- (iii) during the 26th year of continuous service and thereafter, 24 working days *per annum*;

Provided that an employee may accumulate vacation leave in excess of one year's entitlement only with the consent of his employer.

(3) An employee shall proceed on vacation leave in accordance with the annual leave programme of his branch.

(4) Subject to the provisions of subclause (7) of [clause 8](#), an employee with more than three months of continuous service whose employment is terminated for any cause whatsoever shall be paid the cash equivalent of any leave accumulated.

## **16. Maternity leave**

(1) If a female employee is pregnant and thinks that the birth of her child might take place within 45 days, she must get a certificate from a qualified doctor or State registered nurse confirming this. She then gives the certificate to her employer who shall agree to give her maternity leave from any date within the next 45 days that she asks for. This leave shall be paid maternity leave during which she will receive 75% of her normal pay if she agrees to give up her other leave or vacation days which she was allowed to accumulate in the previous six months. If she does not agree to do this, or if she had no leave or vacation days due to her, then she shall be paid 60% of her normal pay.

(2) A female employee may take annual or vacation leave in lieu of maternity leave or *pro rata* thereof and the female employee may opt for a lesser period of maternity leave.

(3) Where a female employee takes advantage of the above provisions but fails to return to her employer for a period of at least as long as that for which she had been on maternity leave, she shall have to repay to her employer all the wages and benefits she received during the maternity leave.

(4) A female employee cannot go on paid maternity leave more than once every two years, nor can she go on paid maternity leave more than 3 times for any one employer. If she exceeds these limits, her maternity leave shall be unpaid.

(5) The maximum period of paid maternity leave of a female employee is 90 days; 45 days before and 45 days after the birth of her child. If the birth of her child in fact takes more than the 45 days stated in her certificate, the maximum period shall be extended without pay for those extra days. Also, if a qualified doctor or State registered nurse certifies to the employer that the female employee must rest for a period of more than 45 days after the birth of her child, the maximum period shall be extended without pay for those extra days.

(6) Where a female employee is on maternity leave in accordance with the above provisions, her normal benefits and rights, including her rights to promotion and her pension rights, shall continue as if her period of service had not been interrupted by the period of maternity leave.

(7) A female employee who is the mother of a suckling child shall, during each working day, for a period not exceeding six months following the birth of her child, be granted at her request at least one hour or two half hour periods, as she may choose during normal working hours, for the purpose of nursing her child, and such employee may combine the portion or portions of time to which she is entitled with any other normal breaks so as to constitute a longer period that she may find necessary or convenient for the purpose of nursing her child:

Provided that the grant of breaks during normal working time to a female employee for the purpose of nursing her child shall be made at the discretion of management or head of department concerned who will ensure that such breaks are made in accordance with the exigencies of her employment and will preclude or minimise any disruption of normal production processes or interference with the efficient running of the department or establishment.

## **17. Sickness or incapacity leave**

For the purpose of this clause "sickness or incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own fault, neglect or misconduct.

(1) Sick leave and vacation leave shall not run concurrently.

(2) If an employee, whilst at work, claims to be unfit for work owing to sickness or incapacity, the employer shall grant to the employee such time off as may be necessary to enable such employee to be examined by a medical practitioner.

(3) Upon being medically examined an employee shall obtain a certificate stating that he is unfit for duty and shall produce such certificate to his employer upon his return to work.

Provided that-

(i) an employee who, due to his own sickness or incapacity, is absent from work for a period exceeding two working days, shall obtain and submit, to his employer, a medical certificate stating that he is unfit for duty and the probable duration of his unfitness for duty;

(ii) it shall be a condition precedent to payment for sickness or incapacity that the employee shall have reported such sickness or incapacity to his employer within two days of its occurrence.

(4) If an employee has obtained from a medical practitioner, a certificate that he is unfit for work, he shall, whilst unfit, be paid wages by his employer for the period stated by the medical practitioner, at the rate of two and a half days for every month's service, but not exceeding, in aggregate, thirty working days in any one year service.

(5) In the case of an employee who has been in continuous service for more than six months but for less than three years, and who is still unfit for work at the conclusion of the period of sick-leave calculated in terms of subclause (4), such employee shall obtain a further certificate from the same medical practitioner stating the probable duration of unfitness for work and, upon production of such certificate to his employer, shall be paid half his wages by the employer for such further period as may be stated by the medical practitioner, but not exceeding, in aggregate, thirty working days in any one year of service.

(6) In the case of an employee who has been in continuous service for not less than three years, and who is still unfit for work at the conclusion of the period of thirty working days referred to in subclause (4), such employee shall obtain a further certificate from the same medical practitioner stating the probable duration of unfitness for work, and, upon production of such certificate to his employer, shall be paid his full wages by his employer for such further period as may be stated by the medical practitioner but not exceeding, in aggregate, thirty working days in any one year of service:

Provided that an employee may, at any time, be required by his employer to submit himself for examination by a medical practitioner of the employer's choice.

(7) The employer shall be entitled to terminate the contract of employment upon fulfilment of the provisions as the case may be, of subclause (4), (5) or (6) provided that he has obtained the prior written approval of the Minister to do so in terms of section 2 (1) (a) in the Labour Relations (General Conditions of Employment) Regulations, 1985, as published in Statutory Instrument 371 of 1985.

(8) A certificate issued by a State registered nurse shall be accepted in place of a medical certificate when no medical practitioner is available.

(9) The provisions of subclauses (4) to (7) shall not apply to any sickness or incapacity which is covered by the provisions of the National Social Security Authority Act [Chapter 17:04].

(10) Notwithstanding any other provisions in this clause, an employer may, if he has reason to believe that an employee who has been absent for two days or less was not suffering from any sickness or incapacity, require the said employee to obtain a certificate in accordance with subclause (3). Failure to produce such certificate will be classified as a Category A offence.

## **18. Annual non-pensionable bonus**

(1) An employer shall pay to each employee an annual non-pensionable bonus in accordance with his/her length of continuous service as follows-

(a) an amount equal to one month's basic wage or salary exclusive of any allowance, whatever its nature, provided that the employee has been in continuous service of the bank during the whole period of the financial year;

(b) a *pro rata* payment shall be made to each employee in the service of the bank on the last day of its financial year, provided that the employee has completed at least three months continuous service immediately prior to that date.

(2) Calculations shall be made to the nearest dollar in the employee's favour.

(3) An employee who has had eight weeks or less unpaid leave since the commencement of the financial year shall be paid in full. An employee who has had unpaid leave (other than any period of maternity leave prescribed by law) in excess of eight weeks during the same period shall have his allowance reduced in accordance with the following example-



## 19. Uniform and protective clothing

(1) Where an employer requires an employee to wear a uniform or other specified attire, the employee shall comply with that requirement and the employer shall provide such uniform or specified attire, free of charge, on a scale to be determined by the employer. The employee shall be responsible for keeping uniforms and clothing in a satisfactory state of repair and cleanliness and may be required to reimburse the employer for any loss thereof.

(2) An employer shall supply free of charge, adequate protective clothing to employees exposed to inclement weather.

(3) Any uniforms, specified attire or protective clothing supplied to an employee in terms of this clause shall remain the property of the employer and shall be returned to him in good condition upon retirement, resignation or discharge of the employee, excepting that when a replacement item has been issued an employee shall be permitted to retain the item, provided that all insignia relating to the bank has been removed and the item has been suitably marked to identify it as a replaced article, such items of uniform or clothing shall not be worn by the employee at his place of work and any contravention of this rule would be classified as a Category B offence in terms of the code of conduct, Appendix IV to this collective bargaining agreement.

(4) An employee may be required to reimburse the employer any part of the cost of any clothing not returned in terms of subclause (3) but in assessing such cost the employer shall make due allowance for fair wear and tear.

## 20. Gratuities on termination of employment

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

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

(3) Notwithstanding the provisions of subclauses (1) and (2), if an employer has made provision for an employee by means of a pension or gratuity scheme registered as a fund in terms of the Pensions and Provident Funds Act [Chapter 24:09], the gratuity which would have been paid up to the date of becoming a member of the pension scheme shall be dealt with in accordance with the provisions of Statutory Instrument 323 of 1991.

## 21. Conversion rates

For the purpose of converting the monthly salary or wage to-

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

## 22. Record of service

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

(2) The record of service supplied by the employer to the employee shall specify the period of service completed by the employee, the occupation in which he was employed, and if requested by the employee, the salary level achieved on such termination.

## 23. Code of conduct

The provisions of the code of conduct, incorporating the disciplinary code and grievance procedure annexed hereto as Appendix IV shall be observed by all employers and employees and the parties to this agreement hereby agree to ensure that all such provisions are complied with.

## **24. Dispute procedure**

Where the parties to the agreement fail to reach accord on any matter brought before the council; then-

- (a) where the dispute concerns the interpretation or application of a collective bargaining agreement, be referred to arbitration in terms of sections 98 (3) and 101 of the Act;
- (b) where the dispute concerns any other matter and the parties agree as to the issues in dispute, be referred to arbitration in terms of the proviso to section 109 (2) (e) now amended and reads section 93 (1) (a) of the Act.

## **25. Employee representation on the council**

An employer shall grant paid leave of absence to an employee who is a *bona fide* representative or alternate on the council or any committee thereof for the purpose of attending any meeting of the council or any such committee:

Provided that not less than three clear working days notice is given to the employer of the necessity for the employee to attend any such meeting.

## **26. Workers committee and works councils**

(1) Every employee shall have the right to participate in the formation of a workers committee and to undertake tasks on behalf of a workers committee.

(2) A workers committee shall be formed when a group of employees of any one employer appoint or elect some of the employees to represent them at their place of work.

(3) Employees of one employer shall form only one workers committee.

(4) A workers committee shall be comprised of not less than three and not more than fifteen members who shall be representative of the different sections of the undertaking concerned.

(5) Members of a workers committee shall, from among themselves, elect-

- (a) a chairman who shall be responsible for presiding over all the meetings;
- (b) a secretary who shall be responsible for taking minutes in a meeting and for keeping any records that the chairman may require to be kept.

(6) The term of office of a workers committee shall be two years after which new elections or appointments will have to take place.

(7) A member of a workers committee shall be eligible for re-appointment or re-election.

(8) On the death of, or vacation of office by a member, the workers shall appoint or elect a person to fill the vacancy:

Provided that if the workers committee would have continued to exist for less than three months, the employees need not appoint or elect a person to fill the vacancy.

(9) The procedure to be followed by a workers committee at its meetings shall be as simple and as informal as possible and a workers committee shall act in such manner and on such principles as it deems be suited to represent the interests of the workers whom it represents.

(10) Fifty per cent attendance at any meeting of a workers committee shall be a quorum.

(11) Matters requiring to be decided by a workers committee shall be decided by a majority, and in the event of an equality of votes, the chairman shall have a casting vote in addition to his deliberative vote.

(12) Meetings shall be held at least once a week outside the normal working hours.

(13) The chairman shall cause minutes of all proceedings and decisions taken at every meeting of the workers committee to be entered in books kept for the purpose by the secretary.

(14) A workers committee shall elect some of its members to represent the employees on a works council at the request of the chairman of a works council who shall be an employer nominated representative.

(15) A works council shall comprise an equal number of employer nominated representatives and employee elected representatives who are members of a workers committee. Each group shall consist of not less than three and not more than six representatives.

(16) The activities of workers committees shall be limited to domestic issues at individual banks.

(17) Workers committees elections shall be monitored by a labour relations officer or an official of the Zimbabwe Banks and Allied Workers' Union.

(18) Bank officials earning the minimum managerial salary or above (as shown in Appendix II) shall be regarded as managerial employees and therefore not eligible to become members of a workers committee.

## 27. Travelling and subsistence

(1) An employee who is required to travel on the business of his employer shall be provided with suitable transport or reimbursed for the cost of fares which shall not be less than the equivalent of a first class return rail fare.

(2) An employee who, with the consent of the employer, uses his own motor car when travelling on the business of the employer shall be reimbursed in respect of each kilometre so travelled at not less than 80% of the operating costs for the type of vehicle used as determined from time to time by the Automobile Association of Zimbabwe.

(3) An employee shall be refunded the reasonable cost of meals and accommodation at an establishment approved by the employer if his duties require him to be absent from his home station on production of documentary proof of such expenses if required.

(4) Where an employee is transferred on a permanent basis to another centre he and his family may be accommodated at an hotel or boarding house conveniently situated to his place of work for a maximum of three days before departure and seven days on arrival at his new centre and shall be reimbursed for such accommodation on production of the receipted accounts:

Provided that if the employee can satisfy the employer that adequate housing is not obtainable at the new centre the employer shall reimburse the cost of accommodation at an hotel less 50% of salary for a further four weeks:

Provided further, that no allowances of any nature shall be paid to an employee who is transferred at his own request.

## 28. Employment council dues and returns by employers

(1) For the purpose of meeting the expenses of the Council every employer in the undertaking shall make a monthly deduction from the earnings of each of his employees of \$7,00 (seven dollars) and to the amounts so deducted shall be added a like amount as his own contribution.

(2) The employers' association and the trade union, having arrived at the agreement set forth herein, the undersigned hereby declare that the foregoing is the agreement arrived at and affix their signatures hereto.

[S. 28 substituted by S.I. No. 166 of 2001.]

### Schedule

#### EMPLOYMENT COUNCIL FOR THE BANKING UNDERTAKING (COUNCIL LEVIES)

##### FORM OF STATEMENT OF RETURN FOR DEDUCTION FROM EMPLOYEES WAGES OR SALARIES AND EMPLOYER'S CONTRIBUTION IN TERMS OF SUBCLAUSE (2) OF CLAUSE 28

From:

To: The Secretary,

The Employment Council for the Banking Undertaking,  
P.O. Box 1612, Harare.  
Room 102, Afgate House,  
cnr. Fourth Street/George Silundika Avenue, Harare.  
Telephone: 133765

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We enclose our cheque in an amount of \$		being employment council dues
deducted from salaries in (month)		19
made up as follows-		
Number of employees	at \$4,00	= \$
Employer's like contribution		\$
Cheque No.	dated	for \$

Yours faithfully

For

## Appendix I

### Accountants, including-

- assistant accountants
- sub-accountants
- pro-sub-accountants
- chief accountants
- assistant chief accountants
- accountants in charge
- deputy accountants accounting officers

### Assayers

- Cable officers
- Chief clerks, including-
  - chief clerks, accounting
  - chief clerks, administration
  - chief clerks, exchange control
  - chief clerks, foreign exchange
  - chief clerks, staff

### Caretakers

### Clerks, including-

- accounts clerks
- audit clerks
- bill clerks
- cable clerks
- check clerks
- clearance clerks
- clerk-machinists
- correspondence clerks
- data control clerks
- documentary letters of credit clerks
- drafts/transfer clerks
- inquiry clerks
- exchange control clerks
- foreign exchange clerks
- general ledger clerks
- information clerks
- insurance clerks
- ledger machinist clerks
- money market clerks
- punch-card clerks
- reports clerks remittance clerks
- returns clerks
- safe-custody clerks
- savings bank clerks
- securities clerks
- stop-order clerks
- voucher sorters
- waste clerks
- commissionaires

### Computer operators

### Drivers

### Estate administrators

### Exchange control officers

### Handymen

### Foreign exchange dealers, including- - chief dealer

### Inspectors, including-

- assistant inspectors

### Laboratory assistants

Machine operators, including-  
 data machinists  
 data-input machinists  
 Managers clerks, including-  
 managers clerks assistants  
 managers secretaries  
 Messengers  
 Messengers/Cleaners  
 Public relations officers  
 Principals of departments  
 Punch-card operators  
 Secretaries, including-  
 assistant secretaries  
 Security guards  
 Scooter drivers  
 Senior clerks, including-  
 senior clerks, accounting  
 senior clerks, administration  
 senior clerks, exchange control  
 senior clerks, foreign exchange  
 senior clerks, staff  
 Senior systems analysts, including-  
 systems analysts  
 Shorthand typists  
 Supervisors, including-  
 supervisors, central depot;  
 supervisors, typing-pool  
 supervisors, waste  
 Switchboard operators  
 Storemen tellers, including-  
 agency tellers  
 foreign exchange tellers  
 tellers No. 1  
 trainee tellers visitors bureau tellers  
 Training officers  
 Trust officers, including-  
 chief trust officers  
 senior trust officers  
 Typists

**Appendix II**  
**SALARY RANGES EFFECTIVE FROM 1ST OCTOBER, 2001**

[Appendix II substituted by S.I. No. 368 of 2001.]

	<i>Annual minimum</i>	<i>Monthly minimum</i>
	\$	\$
Machinist/Sorter	231 528	19 294
C Grade	307 176	25 598
B Grade	430 536	35 878
A Grade	497 760	41 480
DP 1	636 840	53 070
DP 2	695 604	57 967
DP 3	782 868	65 239
DP 4	829 968	69 164
DP 5	884 004	73 667

*Non-clerical employee wage scales: effective 1st October, 2001*

	<i>Annual minimum</i>	<i>Monthly minimum</i>
	\$	\$
Cleaners/messengers	171 912	14 326
Artisans, assistant drivers, scooter		

drivers, security guards, stationery assistants	192 192	16 016
Commissionaires	171 912	14 326

*Note.* - All calculations taken to the nearest dollar in favour of the employee.

Overtime rate is one and one-half times the hourly rate as specified in Clause 20 of the agreement.

All employees covered by Appendix I, earning above the minimum wages as per Statutory Instrument 304 of 2001, shall be entitled to an increase of 22,5% to their actual wages with effect from 1st October, 2001.

The salary ranges and wage scales above shall be valid until 30th June, 2002, and thereafter shall be reviewed.

[Appendix II substituted by S.I. No. 368 of 2001.]

### **Appendix III GRATUITIES**

<i>Length of service Years</i>	<i>Percentage of monthly wage on termination of employment</i>
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35
31	36
32	37
33	38
34	39
35	40

### **Appendix IV CODE OF CONDUCT**

This code of conduct shall be binding on all employers and all employees in the undertaking, but excluding managerial employees.

#### **1. Interpretation of terms-**

"appeals board" means a committee established in terms of clause 6(6);

"authority" means hearing officer or grievance and disciplinary committee;

"code" means an employment code of conduct agreed in accordance with the Labour Relations (Code of Conduct) Regulations, 1990, published under Statutory Instrument 379 of 1990.

"corruption" shall be as defined in section 3 of the Prevention of Corruption Act [*Chapter 9:16*] and in addition shall be taken to include the following-

- (a) soliciting, accepting or obtaining gifts or favours, whether money or kind for oneself or for any other

person as inducement or reward, for doing or not doing or having done something in the course of employment for any person, business associate, customer or client;

- (b) for showing or not showing or for having shown or not shown or disfavour to any person in the course of employment to the potential or real prejudice to the employer; and
- (c) secretly obtaining any gifts or rewards or favour or benefit for oneself or another by arranging with any seller or buyer of goods or any person rendering service to the employer during and outside the course of employment;

"employee" means any person engaged in any occupation listed in Appendix I;

"employer" means any person whatsoever who employs or provides work for another and remunerates or expressly or tacitly undertakes to remunerate him, and includes the manager, agent or representative or such a person who is in charge or control of the work upon which such other is employed;

"grievance and disciplinary committee" (G and DC) means a committee comprising two employee representatives appointed annually by employee members and two employer representatives which hears appeals from the decision of the hearing officer;

"hearing officer" means a manager, other than the complainant or person referring a matter for hearing who is empowered to preside over a disciplinary hearing or enquiry and to take any form of disciplinary action in accordance with this code, against an offending employee;

"sexual harassment" would generally be defined as receiving or demanding sexual favours or unacceptable conduct of a sexual nature or other conduct based on sex, affecting the dignity of either males or females at work, and includes unwelcome physical, verbal or non-verbal conduct or conduct that denigrates or ridicules or is intimidatory or physically abusive of an employee by reason of his/her sex;

"workers' representative" means an official of the workers' committee or trade union;

any words importing the masculine gender shall be deemed to include the feminine gender.

## **2. Aims and Objectives**

The aims and objectives of this code are to ensure that-

- (a) all parties concerned understand and accept the necessity to conform to acceptable standards of behaviour; and
- (b) both employer and employee representatives fully participate and utilise the prescribed rules in the application of disciplinary measures and resolving of disputes; thus ensuring industrial harmony; and
- (c) grievances and disciplinary matters and appeals are dealt with expeditiously and in accordance with the Labour Relations Act and relevant statutory regulations; and
- (d) consistency is maintained in the application of disciplinary measures and the resolution of grievances.

## **3. Disciplinary code**

(1) It is the responsibility of all persons involved to ensure that required standards of discipline are maintained within the enterprise, and that the administration of discipline is conducted in a fair and suitable manner. It is the intention of this code that, wherever possible disciplinary action should be corrective rather than punitive.

(2) When an employee breaks the terms and conditions of his contract or behaves in an unacceptable way, a thorough investigation into alleged misconduct shall be carried out and, if warranted disciplinary action will be taken in accordance with procedures set out in this code.

(3) The areas of misconduct categorised in the code are not exhaustive and should not preclude disciplinary action for any misconduct not listed herein.

(4) Any employee who is alleged to have committed a misconduct in terms of this code shall be entitled to representation by a workers' representative.

## **4. Procedure**

(1) Where the misconduct is considered to be of a minor nature, the employee's immediate supervisor may counsel the employee, dealing with the matter informally.

(2) In the case of serious misconduct or repeated minor misdemeanours, the employer shall conduct a "hearing" as follows-

- (a) the immediate supervisor should investigate and write a report on the alleged misconduct and inform the employee, in writing, of the allegations levelled against him, at least three days before the hearing;
- (b) instruct the alleged offender to respond to the alleged misconduct in writing;
- (c) advise the employee of his right to call witnesses and to representation by a workers' representative,

and exchange information with the workers' representative wherever possible;

- (d) convene a hearing of the case within seven working days. If an employee has been duly notified of a hearing and fails to attend, the matter shall be postponed for a further seven working days and further notification of the postponed hearing shall be sent to the employee. Should the employee fail to attend this subsequent hearing, the hearing shall be conducted in his absence;
- (e) record the proceedings of the hearing;
- (f) having examined all the facts, the hearing officer shall determine the disciplinary action to be taken, having taken note of comments by the workers' representative;
- (g) record the disciplinary measures to be taken on the disciplinary form and advise the offender of the verdict in the presence of his workers' representative, the completed disciplinary form (Appendix I) shall be signed by the offender, his representative and the employer;
- (h) where the employee is acquitted "case dismissed" should be endorsed on the disciplinary form and the employee's record cleared of all reference to the case;
- (i) where the authorities' verdict is dismissal, head office shall be advised without delay (within three days of the verdict being given) for information and confirmation if no appeal is lodged;
- (j) disciplinary action may be instituted in terms of this code regardless of the fact that criminal proceedings have been concluded where an employee is charged with a criminal offence; an acquittal on the criminal charge shall not preclude the employer from taking appropriate action against the employee for any misconduct committed in terms of this code; and
- (k) on conclusion of the hearing three copies of the disciplinary form shall be completed and signed for distribution as follows-
  - (i) copy to the employee concerned;
  - (ii) copy to the individual's file, together with all other documentary evidence concerning the case; and
  - (iii) copy to personnel division.

## **5. Lay-off (suspension with pay)**

(1) In certain circumstances it may be necessary for the employee to be laid off from his place of work while investigations take place, e.g. where the employee's continued presence is likely to interfere with fair and thorough investigations.

(2) In the event of an employee being laid off, it will be on full pay and benefits, and the hearing shall be heard as soon as possible.

## **6. Appeal**

(1) Every employee against whom disciplinary action has been taken has the right of appeal to the grievance and disciplinary committee by completing in duplicate and submitting the form on Appendix IV within three working days of the receipt of any disciplinary order.

(2) Upon receipt of a notice of appeal the chairman of the grievance and disciplinary committee shall recover the record of the proceedings and all reports from the hearing officer and convene a meeting of the committee within seven working days.

(3) The chairman of the grievance and disciplinary committee shall be appointed from the employer representatives, but shall have no casting vote. His duty shall be to endeavour to reach consensus bearing in mind the need for the committee to adopt a judicial and non-partisan approach.

(4) The employer shall provide a secretary to record the deliberations of the committee.

(5) Any employee or employer who is dissatisfied may appeal to the employment council within seven days against the decision of the grievance and disciplinary committee by completing the form on Annexure V in duplicate.

Should the grievance and disciplinary committee fail to reach consensus, a further meeting shall be convened after not less than three working days and not more than seven working days after the first deadlock, to determine whether the committee is able to reach a consensus. Should the committee fail to reach a consensus the second time, the secretary of the committee shall forward a writ ten record of proceedings within a further seven working days, to the appeals board for consideration. The appeals board shall determine the matter on the papers. An appeal from this decision shall in terms of clause 6 (10) lie to the tribunal.

(6) Appeals to the employment council shall be considered by the appeals board comprising two representatives or their alternates from each of the parties. An independent chairman shall be appointed by the council:

Providing that no member shall sit on an appeal involving the bank in which he is employed;

The appeals board shall determine an appeal on the record of the proceedings of the grievance and disciplinary committee:



Provided that the appeals board may, in its sole discretion admit evidence in addition to that contained in the record if the interests of justice so require.

(7) One copy of the form at Annexure V shall be sent direct to the secretary of council and the other to the branch manager of the bank concerned who shall within five working days submit to the secretary of the council the record of the original hearing together with all documentation, the proceedings of the G and DC and any comments the bank wishes to make on the appellants grounds of appeal.

(8) The chairman shall convene a meeting of the appeals board within ten working days of the receipt of all relevant documentation in the office of the council. He shall have no deliberative vote but shall have a casting vote in the event of a deadlock.

(9) The secretary of the council shall attend all meetings of the appeals board for the purpose of recording the proceedings.

(10) The decision of the appeals board shall be final, subject to a right of appeal to the Labour Relations Tribunal within fourteen days.

## **7. Penalties**

(1) Officials charged with the responsibility of administering this code should always act in good faith. Counselling the offender is an integral part of this code.

(2) Penalties may include warning, demotion, suspension without pay, fines or dismissal having regard to the category of offence as set out in Appendix I.

(3) Before a decision is made on the disciplinary action to be taken, all relevant circumstances in each individual's case must be taken into account.

(4) Where verbal warnings are administered they should be administered by the employee's immediate supervisor, and witnessed by at least one employee representative.

(5) Warning penalties have an expiry period as follows-

First written warning - three months

Severe written warning - six months

Final written warning - twelve months.

(6) The warning/penalty is progressive where an individual commits any further offence before expiry date for any previous offence has lapsed;

(7) All dismissals shall be effected in terms of this code of conduct.

(8) The guide to penalties does not preclude the recovery of losses, suspension without pay for a period not exceeding three months or demotion where considered appropriate by the disciplinary authority.

### *Category of misconduct*

## **8. Category "A"**

(1) Poor timekeeping, i.e. persistently reporting late for work or leaving work early, without authorisation, or taking extended or unauthorised breaks during working hours.

(2) Misuse of bank property, e.g. telephone, stationery etc.

(3) Poor performance.

## **9. Category "B"**

(1) Absence from duty without reasonable excuse.

(2) Concealing one's defective work resulting in real or potential prejudice to the employer.

(3) Indiscipline, disorderly or disrespectful conduct, e.g. use of abusive language.

(4) Calling or convening and participating in unauthorised meetings at bank premises; provided nothing in this proviso shall be construed or interpreted as prohibiting the or convening or participating as the case may be, of meetings for the protection, or furtherance of the interest of workers.

(5) Refusal to work overtime without reasonable cause.

(6) Negligence, where such act will cause loss or damage to bank property.

(7) Failure to put on protective clothing or uniforms where it is necessary to do so without reasonable excuse.

(8) Failure to comply with standing instructions.

(9) Having unauthorised overdraft or issuing post-dated cheques.

(10) Usury (chimbadzo): lending monies.

(11) Malingering and/or doing private business during working hours without authority to do so or obtaining time off by false pretences.

#### **10. Category "C"**

(1) Insubordination, i.e. disrespectful conduct towards a superior by act, words or demeanour.

(2) Negligence causing a substantial loss to the bank.

(3) Corruption.

(4) Sexual harassment.

#### **11. Category "D"**

(1) Any serious act, conduct or omission inconsistent with the fulfilment of the express or implied conditions of his contract where such is not provided for under Category "A", "B" or "C".

(2) Breach of confidence, i.e. divulging information of a confidential nature regarding the business of the bank and its clients to unauthorised persons.

(3) Wilful disobedience to a lawful order given by the employer.

(4) Wilful and unlawful destruction of the employer's property.

(5) Theft or fraud.

(6) Intoxication that renders him incapable of performing his duties properly.

(7) Inciting riotous behaviour or fighting on duty.

(8) Absence from work for a period of five or more working days without reasonable excuse.

(9) Assault.

(10) Habitual and substantial neglect of duty.

(11) Gross incompetence or inefficiency in the performance of work.

(12) Lack of skill which the employee expressly or impliedly held himself/herself out to possess.

(13) False statement or evidence and making malicious allegations.

(14) Unlawful collective job action.

(15) Gross negligence causing serious loss to the bank.

(16) Soliciting for or accepting a bribe.

(17) Failure to comply with standing instructions or follow established procedures resulting in substantial loss to the bank.

(18) Falsification of records or any document whether of a personal nature or otherwise.

#### *Grievance procedure*

#### **12. Preamble**

(1) All employees have a right to seek redress for grievances relating to their employment.

(2) Grievance forms (Annexure II) shall be available to all employees at their place of work or trade union office.

#### **13. Procedure**

(1) If an employee wishes to raise an issue with management it must first be raised with the immediate supervisor/accountant or next higher authority by completing Parts 1-6 of the grievance form (Annexure II). The supervisor/accountant shall investigate and-

(a) record all matters relevant to this issue;

(b) permit the employee to be accompanied by a workers' representative;

(c) endeavour to resolve the issue informally and offer counselling;

(d) conduct a "grievance hearing" if necessary; and

(e) inform the complainant, in writing, of the decision arrived at, and record the decision and advise the

next higher authority of the outcome within three working days of the completion of his investigation.

(2) Where the supervisor/accountant has been unable to settle the issue to the satisfaction of the employee, the employee may, within three working days appeal to the next higher authority by indicating in paragraph 10 (3) of the grievance form that he wishes to appeal, and completing the "Notice to Appeal Form" at the end of the form, on receipt of which the authority shall-

- (a) collect all documentary information relevant to the issue including the record of the initial hearing;
- (b) convene a formal hearing to which the following shall be invited-
  - (i) the complainant;
  - (ii) the relevant employee's representative;
- (c) after all the relevant submissions and having considered all the facts relevant to the issue, make a decision and advise the complainant and worker representative, in writing, of the outcome within three working days; and
- (d) maintain a record of the proceedings.

(3) Should the aggrieved employee be dissatisfied with the decision under (3) above, he may appeal within three working days to the grievance and disciplinary committee (G and DC) as defined in this code.

(4) The decision of the grievance and disciplinary committee shall be binding unless appealed against.

(5) Any appeal against the grievance and disciplinary committee's decision shall be submitted in writing by the appellant to the secretary of the Employment Council for the Banking Undertaking within seven days for consideration by the appeals board, by completing the form on Annexure V.

(6) The next step shall be the labour relations tribunal within fourteen days.

#### **14. Amendments**

This code may be amended from time to time by mutual agreement of the parties in order to provide for changed circumstances or new acts of misconduct.

### **Annexure I DISCIPLINARY FORM**

- A. EMPLOYER
  - 1. Name of company
  - 2. Branch
  - 3. Address
- B. EMPLOYEE
  - 1. Name:
  - 2. Branch/Department
  - 3. Position held:
- C. ALLEGED MISCONDUCT
  - 1. Date/Time of offence
  - 2. Where committed:
  - 3. Details of offence (written statements or any information and category to be attached)
- D. FINDINGS
- E. CURRENT DISCIPLINARY RECORDS
- F. DISCIPLINARY PENALTIES
  - 1. Disciplinary penalties taken: First, severe and final written warnings and/or suspension without pay, demotion, fine or dismissal
  - 2. Duration of warning and date of expiry
  - 3. Employee representative comments
- G. IN ATTENDANCE
  - 1. For management: Signature and date:
  - 2. For employee: Signature and date:

### **Annexure II GRIEVANCE FORM**

1. Name of complainant:
2. Position:
3. Grievance (in summary):
  
4. Full statement giving all facts including names of witnesses attached.  
Yes/No: \_\_\_\_\_ Number of pages: \_\_\_\_\_
5. Proposed solution (optional):
  
6. Signed \_\_\_\_\_ Date: \_\_\_\_\_
7. Departmental representative or chairman advised on \_\_\_\_\_ (Date)  
Name: \_\_\_\_\_ Signature: \_\_\_\_\_
8. Witness statement necessary Yes/No \_\_\_\_\_ No. of pages: \_\_\_\_\_  
Completed on: \_\_\_\_\_ Date: \_\_\_\_\_
9. Proceed with hearing Yes/No: \_\_\_\_\_  
(i) If no, give reasons:

(ii) If yes, outcome of hearing (please explain decision, write overleaf if necessary).

Signed: \_\_\_\_\_ Aggrieved:  
*Hearing officer*

WITNESS:  
*Workers' Committee representative/Colleague.*

10. Settlement accepted-.

(1) Aggrieved: \_\_\_\_\_ Yes/No: \_\_\_\_\_  
*Signature*

(2) Workers' representative/Colleague. \_\_\_\_\_ Yes/No: \_\_\_\_\_  
*Signature*

(3) Appeal to be made: \_\_\_\_\_ Yes/No: \_\_\_\_\_  
*Signature*

*Note.*-Appeal to be a memorandum to next higher authority giving full reasons for such.

**NOTICE OF APPEAL TO GRIEVANCE AND DISCIPLINARY COMMITTEE**

Date:

Signed: \_\_\_\_\_ (appellant)  
\_\_\_\_\_ (workers' representative)  
\_\_\_\_\_ (previous hearing officer)

**Annexure III  
GUIDE TO PENALTIES**

**CATEGORY OF OFFENCE RELATED TO PENALTIES**

	1ST BREACH	2ND BREACH	3RD BREACH	4TH BREACH	5TH BREACH
A	Verbal unrecorded	1st written warning	Severe written warning	Final written warning	Dismissal
B	1st written warning	Severe written warning	Final written warning	Dismissal	
C	Severe warning	Final written warning	Dismissal		
D	Dismissal				

**Annexure IV**  
**NOTIFICATION OF APPEAL TO GRIEVANCE AND DISCIPLINARY COMMITTEE**

Name of appellant:

Branch:

Department:

In terms of the Code of Conduct of the Banking Undertaking, I hereby lodge an appeal against the decision of a disciplinary hearing held at-

Venue:

Date:

Offence

Decision reached:

\*Reasons for appeal:

Signature:

Date:

\*A additional reasons

**Annexure V**  
**NOTICE TO APPEAL TO THE EMPLOYMENT COUNCIL**

Employee

Employer

In terms of the Code of Conduct of the Banking Undertaking, I wish to appeal against the decision of the grievance and disciplinary committee attached.

Date of decision

Branch

Offence/Grievance

\*Reasons for appeal

Signature

Date:

Appellant's contact address:

Telephone number where you may be contacted

\*Attach additional reasons:

*Declaration*

The Banking Employers' Association and the Zimbabwe Banks and Allied Workers' Union have reached agreement set forth herein, and the undersigned hereby declare that the foregoing is the agreement arrived at and affix their signatures hereto.

Signed at Harare this 29th day of March, 1999.

**S.I. No. 177 of 2007: Collective Bargaining Agreement: National Employment Council for the Insurance Industry of Zimbabwe**

(Section 79)

ARRANGEMENT OF SECTIONS

1. Title and period of operation
2. Application

<a href="#">3.</a>	Interpretation
<a href="#">4.</a>	Grading and wages
<a href="#">5.</a>	Ordinary hours of work
<a href="#">6.</a>	Conversion of rates
<a href="#">7.</a>	Payment of overtime
<a href="#">8.</a>	Deductions
<a href="#">9.</a>	Payment of wages
<a href="#">10.</a>	Piece-work, task-work and work on a ticket system
<a href="#">11.</a>	Time and wage records
<a href="#">12.</a>	Special provisions: Commission workers
<a href="#">13.</a>	Cooked meals
<a href="#">14.</a>	Outside work
<a href="#">15.</a>	Subsistence, accommodation and travel allowances
<a href="#">16.</a>	Vacation leave
<a href="#">17.</a>	Vacation leave: Special provisions: Part-time employees
<a href="#">18.</a>	Industrial holidays
<a href="#">19.</a>	Contract and notice
<a href="#">20.</a>	Continuous service
<a href="#">21.</a>	Record of service
<a href="#">22.</a>	First-aid equipment
<a href="#">23.</a>	Long service awards
<a href="#">24.</a>	Medical Aid Scheme
<a href="#">25.</a>	Funeral policy
<a href="#">26.</a>	Loans
<a href="#">27.</a>	Annual non-pensionable bonus
<a href="#">28.</a>	Registration and Council dues
<a href="#">29.</a>	Union dues
<a href="#">30.</a>	Exemptions
<a href="#">31.</a>	Copy of agreement and notice
<a href="#">32.</a>	Administration
<a href="#">33.</a>	Gratuities on termination of employment
<a href="#">34.</a>	Declaration
<a href="#">First Schedule</a>	Grading and Wages
<a href="#">Second Schedule</a>	Form of Notice
<a href="#">Third Schedule</a>	Gratuities

NATIONAL EMPLOYMENT COUNCIL FOR THE INSURANCE INDUSTRY OF ZIMBABWE COLLECTIVE BARGAINING  
AGREEMENT: INSURANCE INDUSTRY

Made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*] between the Insurance Industry Employers Association of Zimbabwe (hereinafter referred to as the employers or the employers organisation) of the one part and the Insurance Employees' Union of Zimbabwe (hereinafter referred to as the employees or the trade union) of the other part being parties to the National Employment Council for the Insurance Industry of Zimbabwe empowered to negotiate and agree to conditions of service in the Insurance Industry of Zimbabwe.

## 1. Title and period of operation

(1) This Agreement maybe cited as the Collective Bargaining Agreement: National Employment Council for the Insurance Industry of Zimbabwe.

(2) This Agreement shall operate from the first day of the month following its registration until further notice.

## 2. Application

This Agreement shall apply to-

- (a) all employers in the Insurance Industry; and
- (b) all employees in the Insurance Industry whose occupations are listed in the First Schedule-Grading and Wages.

No employer or employee may waive any provision of this Agreement whether or not the said provision creates a benefit to or an obligation on the employer or employee concerned. Each provision shall create a right or obligation as the case may be independently of the existence of other provisions. In the event of any provision of this Agreement being inoperative or *ultra vires* the powers of the parties or the Act or regulations made thereunder either before or after registration of this Agreement under the provisions of the Act this shall in no way affect the remainder of the Agreement which shall in that event constitute the Agreement.

Any expressions used herein which are defined in the Act shall have the same meaning as in the Act, any words imparting the masculine gender shall include the feminine gender and words in the singular shall include the plural sense, further unless inconsistent with the context.

Where this agreement is silent on any conditions of service referred to in the Labour Act, the provisions of that Act shall apply as if they were incorporated in this Agreement.

### 3. Interpretation

(1) Any expression used herein, shall have the same meaning as defined in the Labour Relations Act [*Chapter 28:01*].

(2) Unless inconsistent with the context-

"Act" means the Labour Act [*Chapter 28:01*] as amended from time to time;

"alternate" means a person appointed by either party to act on behalf of a representative of that party in absence of such representative;

"calendar month" means the period commencing on the first day of the month and ending on the last day of that month;

"casual worker" means a worker who is engaged for a period of not more than six weeks in any three successive calendar months;

"commission worker" means a person who is paid a basic salary in accordance with his contract of employment and may be paid such commission and on such basis as may be agreed with his employer in writing;

"Council" means the National Employment Council for the Insurance Industry of Zimbabwe;

"continuous service" means the total period of unbroken service of an employee with one employer and shall be deemed to have been broken only by death, resignation, retirement or the employee concerned having been legally dismissed;

"contract worker" means an employee who is engaged for a specific period, tasks or project and whose employment shall be for a period in excess of six weeks;

"council" means the National Employment Council for the Insurance Industry of Zimbabwe;

"day off" means Saturday and Sunday or gazetted public holidays or that day in the week on which an employee is not required to work;

"designated post," means those posts of a supervisory nature designated as such;

"emergency work" means work, which must be performed immediately in order to prevent harm to any plant or employees, or plant or employees of a customer or to near-by persons or properties;

"employee" means an employee as defined in the Act who is employed by or working for any employer in the Insurance Industry in Zimbabwe who receives or is entitled to receive any remuneration in respect of such employment or works;

"employer" means an employer as defined in the Act, who is engaged in or provides employment for persons in the Insurance Industry in Zimbabwe;

"employers' association" means the Insurance Industry Employers Association of Zimbabwe or any other party registered to represent employers in the Insurance Industry who is a member of Council;

"establishment" means any place in which business under the Insurance Industry is carried out;

"General Secretary" means the Secretary of the Council;

"grade" means a grade as listed in the First Schedule;

"industry" means the Insurance Industry;

"industrial holiday" means any day prescribed as a paid holiday in terms of section 18;

"insurance industry" means all Employers and Employees involved in Reinsurance, Assurance, Insurance, Assurance/Insurance Broking Companies and their Insurance processing subsidiaries including Insurance Loss adjustors and Insurance Claim Assessors;

"medical practitioner" means a person registered as a medical practitioner by medical, dental, the Medical Dental and Allied Professions Council or a registered traditional practitioner;

"morning off" means paid time before 2 pm.;

"month" means a calendar month;

"ordinary hours" means the hours of work agreed in the contract of service of an employee;

"overtime" means any time worked outside ordinary working hours;

"party or parties" means the Insurance Employees' Union of Zimbabwe and the Insurance Employers Association of Zimbabwe and any other entity registered to represent employers or employees in the insurance industry who is a member of the Council;

"public-holiday" means all holidays declared as such in terms of the Public Holidays and Prohibition of Business Act [Chapter 10:21] as amended;

"registrar" means the Registrar of Labour Relations;

"representative" means a person appointed by either party to represent the party on the Council or any of its committees;

"trade union" means the Insurance Employees Union of Zimbabwe and any other party registered to represent Employees in the insurance industry who is member of Council;

"wage or salary" means the earnings of an employee that does not include a travelling or subsistence allowance or any payment in respect of overtime, or any bonus or other like benefit;

"working day" means any day other than a day off or a public holiday.

#### **4. Grading and wages**

(1) An employer shall place each employee in a grade appropriate to his occupation, and shall pay a wage to such employee of at least the minimum amount prescribed in the First Schedule for the occupation of the employee, and no employee shall accept a wage amounting to less than that amount.

(2) A part-time employee shall be paid, for each hour worked, not less than-

- (a) one hundred and seventy-second of the minimum monthly wage; or
- (b) one fortieth of the minimum weekly wage; prescribed in the First Schedule for his occupation.

(3) An employee who, at the date of commencement of this agreement, is in receipt of a higher wage for his particular occupation than the wage prescribed in terms of this section shall not, by reason of this agreement, suffer any reduction in his wage.

(4) On promotion to a higher grade, an employee shall be paid-

- (a) not less than the wage which he last received prior to his promotion; or
- (b) at least the minimum wage prescribed for such higher grade;

whichever is the greater.

(5) An employee who is required to perform work in a lower grade than that in which he is normally employed shall be paid the wage applicable to the grade or work which he normally performs.

(6) An employee who is appointed, in writing, to carry out the full responsibilities of a job in a higher grade than that in which he is normally employed for a period of at least one full working day, shall be paid the minimum wage applicable to such higher grade for each day spent working in that higher grade.

(7) An employee who is required and permitted to perform work in occupations listed in more than one grade shall be paid the minimum wage prescribed for the highest grade in which such employee is required and permitted to work.

(8) An employer shall not reduce the wage of an employee for any time not worked if the employee was able and willing to work and was present at his place of work but the employer was unable, or unwilling, to furnish him with work.

(9) Where an operation performed by an employee is not specified in the First Schedule-

- (a) the employer shall provisionally place the employee in a grade; and
- (b) the employer or employee shall notify the secretary to the Council; and
- (c) the secretary, after consultation with the employers' organisation and the trade union, shall determine an interim classification of the operation, which shall be subject to ratification by the Council at its next meeting:

Provided that, if the interim classification by the secretary or the final classification by the Council, places the employee in a grade-

- (i) higher than the employee's current grade, he shall be paid not less than the minimum wage, prescribed for such higher grade, with effect from the date on which the classification is



determined;

- (ii) lower than the employee's current grade, it shall be lawful to reduce his wage to not less than the minimum wage, prescribed for such lower grade,

with effect from the date on which such classification is determined unless the employee refuses to accept the lower grade in which event-

- (A) He may be given relevant notice of termination of employment; and
- (B) During the period of such notice, he shall be paid the wage, which he was receiving prior to such determination.

## 5. Ordinary hours of work

- (1) The ordinary hours of work shall not exceed eight hours per day.
- (2) Every employee shall be given a lunch break everyday of at least 1 hour and 15 minutes in duration
- (3) No employer shall permit an employee to work for more than 40 hours in any one week, without paying the overtime rates set out in section 7.

## 6. Conversion of rates

For the purpose of converting a weekly, fortnightly or monthly wage to-

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

## 7. Payment of overtime

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

Provided that an employee needed to render emergency work or stocktaking shall not decline such request without a reasonable excuse.

(2) An employee shall-

- (a) be paid in terms of [subsection \(3\)](#) for all hours worked on overtime; or
- (b) by mutual agreement, be allowed time off by the employer during normal working hours, equivalent to-
  - (i) one and a half times the amount of time worked in excess of the normal working hours on a working day of the week; or
  - (ii) double the time worked where the time worked was on a day the employee would normally be off.

(3) Subject to the provisions of section 6, where an employee is entitled to be paid for overtime, he shall be paid in respect of each hour worked-

- (a) in excess of normal working hours on a working day of the week, at one and a half times his current hourly wage; or
- (b) on a day off or holiday, at double his current hourly wage.

(4) For the purpose of calculating payments in terms of [subsection \(3\)](#), any period of a quarter of an hour but less than half an hour shall be counted as half an hour, and any period more than half an hour shall be regarded as an hour, but any period less than a quarter of an hour shall be disregarded.

## 8. Deductions

(1) No deduction or set-off of any description shall be made or allowed from any remuneration due to an employee except-

- (a) where an employee is absent from work on days other than paid holidays or vacation leave, a *pro-rata* amount of his wage only for the period of such absence; or
- (b) by a written stop-order for contributions to holiday, benevolent, provident, pension or sick benefit funds, medical-aid societies, insurance policies, post office savings accounts, building society savings accounts or subscriptions to a trade union or a national employment council; or
- (c) by written consent of an employee, for money owing for goods supplied by an employer or for repayments of money lent, including interest thereon, if any, by the employer; or
- (d) amounts which the employer is compelled by law or legal process to pay on behalf of an employee; or
- (e) any amount in terms of section 19 (2); or
- (f) amounts recovered for payments made in error or overpayment of wages; or
- (g) where local authority raises a levy on the employer for fuel consumed by an employee housed in a hostel irrespective of whether the levy is raised as a separate item or as an element in a composite rental; or
- (h) where an employer pays for an employee's accommodation, the amount so paid; or
- (i) in the case of a cashier, with his written consent, an amount equal to any short-fall in money under his control, and for which he is required to account to his employer:  
Provided that the amount of such short-fall shall be proved to the satisfaction of the cashier; or
- (j) payment for services and supplementary charges legally levied and for lease of land on which to build a room or a house; or
- (k) deductions in terms of section 13 (2); or
- (l) deductions in terms of section 28.

(2) Where an employer makes deductions on behalf of a trade union or other third party, he shall remit such deductions to the trade union or other third party concerned not later than the 15th day of the month following that to which deductions relate.

(3) No employee shall, be required to make good any bad cheques cashed, unless such cheques are cashed in violation of posted store rules and/or regulations.

## **9. Payment of wages**

(1) Every employer shall pay wages to each employee, weekly, fortnightly or monthly, as the case may be, on or by due date:

(2) Payments for overtime, bonuses and allowances shall be made to each employee, weekly, fortnightly or monthly, as the case may be, within fourteen working days of due date, provided that an employee whose contract terminates before his ordinary payday shall be paid not later than on the next business day after the date of termination of his contract.

(3) All remuneration shall be paid either by crediting an employee's bank, building society or Post Office Savings Bank account or by cheque or in cash, and shall be accompanied by a wage slip showing-

- (a) the name and grade of the employee; and
- (b) the wage rate; and
- (c) the period for which payment is made; and
- (d) the total number of hours or days worked; and
- (e) the amount of overtime; and
- (f) the amount of any other payment, bonus, commission or allowances, irrespective of whether paid to or on behalf of the employee; and
- (g) any deductions authorised in terms of section 8; and
- (h) the net amount received by the employee.

(3) No employer shall give, and no employee shall accept any consideration other than cash or cheque in payment of a wage.

(4) If an employee considers that the payment made to him is less than the net amount reflected on the accompanying wage slip, he shall notify his employer at the time when payment is made.

(5) Notwithstanding the provisions of [subsection \(3\)](#), the Council may, on application by an employer, authorise such employer to use some other system of informing his employees of the make-up of their remuneration.

#### **10. Piecework, task-work and work on a ticket system**

No employer shall give out, and no employee shall perform, work on-

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

#### **11. Time and wage records**

Every employer shall keep a record of all employees showing the following particulars-

- (a) name in full and ID. particulars;
- (b) occupation and grade;
- (c) number of daily hours worked;
- (d) rate of wage or salary;
- (e) amount due for ordinary time worked;
- (f) hours of overtime worked;
- (g) amount due for overtime;
- (h) gross total of ordinary and overtime wage or salary;
- (i) deductions (specify);
- (j) net wage or salary due;
- (k) signature of employee for receipt of wage or salary where it is paid in cash.

#### **12. Special provisions: commission-workers**

(1) A commission worker shall be paid such commission and on such a basis as may be agreed with his employer in writing:

Provided that, if the commission paid to any commission worker, within normal hours of work in any one month, is less than the minimum wages for his grade, or, where applicable, the part-time equivalent thereof, the employer shall pay to such a commission worker, a further amount to bring his total remuneration up to at least the appropriate minimum wage or the part-time equivalent thereof.

(2) Except as provided in section 12 (1), the provisions of sections 3, 4, 5 and 6 shall not apply to a commission-worker.

(3) For all other purposes of those regulations a commission worker shall be deemed to be earning the minimum wage for his grade.

#### **13. Cooked meals**

(1) where an employer supplies meals, he shall display the cost of such meals in a prominent position in the canteen.

(2) An employee who voluntarily accepts such meals may have the cost of such meals deducted from his wage.

#### **14. Outside work**

No employee, other than a part-time employee or a casual employee shall solicit, take orders for, undertake or perform any work of a similar capacity to that in which he is normally employed, on his own account or on behalf of any other person or firm, for gain without the written consent of his employer.

## **15. Subsistence, accommodation and travel allowances**

(1) An employee who is required to work more than twenty- five kilometres from his normal place of work, which necessitates his sleeping away from home, shall be paid, in advance, a subsistence allowance approved by the employer in consultation with the employee to provide for-

- (a) all necessary proved travelling and subsistence expenses; or
- (b) unproved expenses-
  - (i) where neither accommodation nor food is provided, an amount to be decided by Council, per day for both food and accommodation;
  - (ii) where food is provided, an amount to be decided by Council per day in respect of accommodation;
  - (iii) where accommodation is provided, an amount to be decided by Council per day in respect of food.

(2) Where transport, is required to convey an employee referred to in [subsection \(1\)](#), the form of transport to be used shall be mutually agreed upon by the employer and the employee, and payment shall be as follows-

- (a) where public transport is used, an employee shall be paid the cost of such transport; and
- (b) where an employee uses his own vehicle he shall be paid the prevailing Automobile Association of Zimbabwe (AAZ) rate per kilometre.

Provided that an employee travelling outside his ordinary hours of work shall not be paid for such time spent in travelling, unless mutually agreed upon between such employee and his employer.

## **16. Vacation leave**

(1) The provisions of this section shall not apply-

- (a) to casual employees; and
- (b) subject to the provisions of section 17 (7), to part-time employees.

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

Provided that, where undue hardship would be caused to the employer, the employee shall be entitled to proceed on vacation leave within twelve weeks of his application thereof:

(3) An employer shall be entitled, on giving one month's written notice, to require an employee to proceed on his accrued vacation leave, or any portion thereof, at any time convenient to the employer.

(4) An employee who has accumulated vacation leave may, with the consent of his employer, elect to be paid cash in lieu of his taking such leave or part thereof.

(5) An employee proceeding on vacation leave shall, on request be paid his wage up to date, and his current wage and allowances for the period of such leave, prior to his going on leave.

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

(7) For the purpose of calculating any period of leave or pay in lieu of leave, a year shall be reckoned from the date on which an employee commences service with an employer.

(8) For the purpose of leave-pay, the pay for one day shall be calculated in terms of section 6.

(9) The leave-pay of an employee shall be calculated on his current wage at the time of proceeding on such leave.

(10) An employee, whose service is terminated for any cause whatsoever, shall be paid the cash equivalent of any leave, which he has accrued and the amount of such payment shall be based on his current wage.

(11) If an employee is absent from work because of illness or any cause beyond his own control, proof of which shall rest on him, such period of absence may be offset against any vacation leave due to the employee.

## **17. Vacation leave: special provisions: part-time employees**

(1) The provisions of this section shall apply to part-time employees.

(2) The provisions of this section shall not apply to casual employees.

(3) A part-time employee shall accrue vacation leave at the rate of twelve ordinary working hours for each period of one hundred and seventy-two hours worked.

(4) If the service of a part-time employee, who has completed two periods of one hundred and seventy-two ordinary working hours but less than twelve periods of one hundred and seventy-two ordinary working hours, is terminated, he shall be paid for vacation leave in terms of [subsection \(3\)](#) for each two periods of one hundred and seventy-two working hours.

(5) Any period of leave taken by a part-time employee, or any additional leave granted by the employer, whether paid or not, shall not be counted for the purpose of calculating leave.

(6) For the purpose of leave-pay for part-time employees, the pay for one hour shall be calculated in terms of section 6 (c).

(7) The provisions of section 16 (2), (3), (4), (8), (9), (10) shall apply to part-time employees.

## **18. Industrial holidays**

(1) All days declared in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*] as public holidays shall be industrial holidays:

Provided that, where a public holiday is moved to the following Monday because it would otherwise fall on a Sunday, that Sunday shall not be regarded as an industrial holiday for the purposes of this Agreement.

(2) Subject to the provisions of section 18 (3), every employee shall be granted leave of absence on industrial holidays and shall be paid his normal daily wage for every industrial holiday.

(3) An employer may request an employee to work on an industrial holiday, in which event he shall either-

- (a) with the consent of the employee, grant the employee leave of absence on another day instead of the industrial holiday, and pay him not less than his daily wage in respect of the industrial holiday and that other day; or
- (b) where an employee consents to work on a public holiday he shall be paid not less than twice his current remuneration for that day whether or not that day is one on which he would otherwise have been required to work.

## **19. Contract and notice**

(1) An employer shall inform every employee, in writing, on engagement, of the nature of his contract, including-

- (a) his grade; and
- (b) his rate of pay and when it will be paid; and
- (c) provision for accommodation, if any; and
- (d) the period of notice required to terminate the contract of employment; and
- (e) the hours of work; and
- (f) the details of any allowance; and
- (g) vacation leave; and
- (h) provision for benefits during sickness.

(2) If any employee deserts or wrongfully terminates his employment without due notice, the employer shall pay such employee for the period during which he duly carried out his duties, but the employer may recover from the employee-

- (a) in the case of monthly paid employees one twenty- second of one month's wages;
- (b) in the case of weekly paid employees, one-fifth of one week's wages for every working day which the employee should serve under notice but does not so serve:

Provided that-

- (i) the employer shall be obliged to take all reasonable steps to obtain a replacement for such employee;
- (ii) the amount of damages so recoverable shall not exceed such sum as results from multiplying the current rate of wage for such employee by the number of working days between the times of

desertion or wrongful termination of service and the time of engagement of a replacement.

(3) An amount recoverable in terms of section 19 (2) may be deducted by the employer from any moneys due to the employee by way of wages, leave-pay or otherwise.

(4) When an employer or an employee gives notice of termination of service, a shorter period of notice may be mutually agreed upon, and shall be in writing.

(5) The provisions of section 19 (2) to (4) shall not apply to a casual employee.

(6) An employee who has given or received notice to terminate his employment shall not be required to take vacation leave during the period of such notice.

(7) Any contract of employment which is for a stipulated period which shall not be less than six weeks, shall specify the date of commencement and the date of termination thereof, and no further notice to terminate the contract shall be required from either party.

## **20. Continuous service**

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

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

(2) If an employee who is absent from work without permission from his employer is allowed to continue his employment within two months of absence, he shall be deemed not to have broken his period of continuous service.

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

## **21. Record of service**

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

(2) The record of service supplied shall specify the period of service and the occupation in which the employee was employed.

## **22. First aid equipment**

Every employer employing more than ten employees in an establishment shall provide first-aid equipment in a dust-proof container readily accessible to all employees in that establishment, which equipment shall comprise not less than-

- (a) six standard dressing B.P.C. No.3 (small elastic adhesive wound dressing);
- (b) one standard dressing B.P.C. No. 11 (medium burn- dressing); and
- (c) one standard dressing B.P.C. No. 16 (eye-pad with bandage); and
- (d) one hundred and twenty-five gram packet of cotton wool; and
- (e) one two hundred-millilitre bottle of acriflavine solution of the strength of one in one thousand;

Statutory Instrument 68 of 1990, shall apply.

## **23. Long service awards**

(1) In order to qualify for the long service awards an employee should have completed 10, 15, 20, 25, 30, 35, 40 years of continuous service with the same employer. Company mergers, takeovers and change of management will not affect the employee's service record.

(2) The recipient shall be awarded with a long service certificate and a present or equivalent cash payment to be made at the end of the month following the employees anniversary of joining the organisation paid as follows-

*No. of years*

*Percentage of*

<i>worked</i>	<i>monthly salary</i>
10	40
15	50
20	60
25	70
30	80
35	90
40	100

## **24. Medical Aid Scheme**

(1) After the completion of a probation period, all employees shall join a Medical Aid Scheme being the CIMAS Private Hospital Scheme or a medical aid scheme that provides similar benefits to that of the CIMAS Medical Aid Scheme.

(2) Employers shall pay at least 70% of the contributions towards the scheme referred to subsection 1 above with employees paying the remainder.

(3) Employers shall ensure that Group Personal Accident cover for all employees includes sickness cover with higher limits.

## **25. Funeral policy**

Employers shall provide for an employee and their nuclear family in the event of the death of any one of them. Such provision shall include, but not be limited to, providing a reasonable amount of food, a decent coffin and hearse and transport for immediate family members to a place of burial anywhere in Zimbabwe.

## **26. Loans**

Where possible employers are encouraged to provide loans to employees and to charge reasonable interest rates.

## **27. Annual non-pensionable bonus**

The industry acknowledges the need for employers to pay either a profit share or a bonus to all employees in the event of a company posting positive results.

## **28. Registration and council dues**

(1) Every employer in the sector at the time of coming into operation of this Agreement shall, within one month of that date, unless it had already been done, notify the Secretary of his full name, trading name, postal and physical address and a summary of the activities of the undertaking.

(2) All employers and employees engaged in the Insurance Industry shall from the date of publication of this Agreement pay dues to the Council and all employers shall deduct from the wage or salary of each of the said employees the appropriate due.

(3) The dues to be paid monthly in arrears falling due at the end of the month in which the wage or salary was earned.

(4) The dues shall be paid by the employee at the rate of 1% of the employee's monthly wage or salary as at the date of deduction and at the same percentage thereafter at the end of each succeeding month, which percentage shall be subject to review from time to time.

Provided that-

- (a) No dues shall be payable where owing to short time working or any other cause an employee's pay is reduced below seventy per cent of his normal wage or salary;
  - (b) No deductions shall be made in respect of an employee who is off work sick for a period in excess of 30 days and not in receipt of sick leave pay or a substitute payment;
  - (c) Deductions shall be made in advance from the leave pay, which is paid to an employee prior to his commencing his leave.
- (5) The dues to be paid by each employer each month shall be the total amount that all employees in their

organisation have paid in terms of section 28 (4).

(6) Each employer shall forward the total amount of the employee and employer's dues, to be received at the council's office not later than the fifteenth day of the month following that to which the dues relate. In the event that dues are not received at the council offices by close of office on the 15th of every month, interest shall be charged at bank rate and the employer shall be responsible for the payment of all interest.

(7) The provisions of this section shall not apply to casual employees.

## **29. Union dues**

Every employee shall collect union dues from union members within their employment in terms of section 54 of the Act on a monthly basis and shall pay the dues to the union on the company's payday.

## **30. Exemptions**

(1) The Council may, in its sole discretion, and upon such terms and conditions as it may determine, grant exemption, in writing, from any of the provisions of this agreement to an employer or an employee.

(2) Applications for exemption in terms of [subsection \(1\)](#) shall be made, in writing, to the Council, giving reasons thereof.

(3) Any such exemption granted may be withdrawn by the Council, at any time, in its sole discretion provided that reasons are supplied in writing to both parties.

(4) Any employer who has a Performance Appraisal System in place and a wage increase agreement negotiated at Works Council level may apply to the Negotiating Committee of the Council to be exempted from implementing the stipulated percentage increase on existing employees.

## **31. Copy of agreement and notice**

(1) Every employer shall exhibit or make available a copy of this Agreement and all amendments thereto in a place easily accessible to every employee.

(2) Every employer shall exhibit a notice, in the form set out in the Second Schedule, showing the number of ordinary working hours per week and the normal daily times of starting and times of finishing work in his establishments for each grade or group of his employees.

(3) No person shall alter, deface or remove, or cause to be altered, defaced or removed, the copy of the Agreement, save on the instructions of the employer when carrying out his responsibilities under [subsections \(1\)](#) and [\(2\)](#).

## **32. Administration**

The Council shall be the body responsible for the administration and guidance of this agreement, and may issue expressions of opinion not inconsistent with the provisions for employers and employees.

## **33. Gratuities on termination of employment**

(1) Subject to the provisions of [subsection \(4\)](#), an employee who has completed five or more years of continuous service shall, on the termination of such service, irrespective of the circumstances of such termination, be paid a gratuity of not less than the amount derived by multiplying the appropriate percentage of his current monthly wage by the number of completed years of continuous service, as set out in the Third Schedule.

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

(3) Notwithstanding the provisions of [subsections \(1\)](#) and [\(2\)](#), if an employee is a member of Pension fund apart from NSSA, that provides for the employee or his dependants, to receive an amount in excess of the employee's own contributions together with interest, then the gratuity payable shall be reduced by such excess. In the event of the benefit due being a pension, or deferred pension, then the value of the pension, or deferred pension, shall be compared with the gratuity payable plus the refund of the employees own contributions with interest and if the pension or deferred pension, is less than the gratuity and refund of contributions, then the difference shall be paid in cash by the employer.

(4) Notwithstanding the provisions of this section, an employer may-



- (a) set off against, and deduct from, any amount payable in terms of this section any sum owed to the employer by the employee or by his estate in terms of a civil judgment in favour of the employer and arising out of theft or fraud committed by the employee;
- (b) if, before an amount payable in terms of this section has been paid, the employer has-
- (i) laid criminal charge for theft or fraud against the employee; or
  - (ii) cause a civil summons to be issued, claiming from the employee, or his estate, a sum alleged to be owed to the employer by reason of theft or fraud committed by the employee.

withhold payment of the sum specified in the charge or summons, as the case may be, until the charge or claim had been finally determined.

(5) If the court proceeding arising from a charge or summons referred to in [subsection \(4\)](#) lapse or if when the proceedings are finally determined the employer does not obtain civil judgment for full sum withhold by him in terms of paragraph (b) of that subsection the employer shall within three working days thereafter paid the whole or the balance of that sum, whichever is appropriate, to the employee of his estate as the case may be together with interest thereon at the rate of twenty-five *per centum* per annum from the date on which the gratuity should otherwise have been paid.

In this section "civil judgment" includes an award or compensation or restitution in terms of part XIX of the Criminal Procedure and Evidence Act [*Chapter 9:07*].

### 34. Declaration

The trade union and the employers' organisations having arrived at the Agreement Set forth herein, the undersigned hereby declare that the foregoing is the Agreement arrived at, and affix their signatures hereto.

Signed at Harare, on behalf of the employees and the employers, on this the 8th day of December, 2004.

G. CHAKADENG,  
*President, insurance Employees Union of Zimbabwe (ZIEU).*

L.GONYE,  
*Chairman, Insurance Employers Association of Zimbabwe (IEAZ).*

F. NYANDORO,  
*Chairman, National Employment Council for the Insurance Industry of Zimbabwe (NECII).*

#### First Schedule GRADING AND WAGES

<i>Job title</i>	<i>Abridged job description</i>	<i>Grade</i>
Cleaner/Office orderly	Ensures that cleaning material is available at the start of each day or week. Cleans floors, windows, outdoors, machines, equipment etc. using the supplied cleaning material. Tidies offices and workplace once a day. Returns the cleaning material to storage area. Basic skills	A1
Grounds man	Maintains general order to premises and carries out miscellaneous repairs	A1
Tea maker	Prepare teas, general cleaning of office equipment, utensils, etc.	A2
Security guard	Patrols premises to ensure safety of company's products. Mans security gates and checks incoming and outgoing personnel and vehicles. Usually reports to Security Officer or Senior Security Guard.	A2
Waiter/Canteen assistant	Employed in serving of goods and/or drinks to guests, preparation, laying and cleaning of tables and duties related thereto. Employed as a commission waiter for not less than six months	A2
Data capture/Terminal operator	Depending on equipment, captures data via terminals, tape encoders and punches key to disc keyboards, operator etc. Under constant supervision. Under 5 years experience	A3
Commissionaire	Directs visitors and supervises the dispatch and receipt of parcels. Would normally report to person in charge of office services. Unskilled	A3
Caretaker	Looks after buildings, responsible for maintenance, cleaning, security, etc.	A3
Cook	Prepares and cooks food for a canteen, under supervision. Menus already arranged. Does not order supplies. Usually reports to Canteen Manager. Semi-skilled	A3

Copy typist	Not able to take dictation, but does straightforward typing of a varied nature from a clear copy of rough draft where the layout is not always specified. May also do general clerical, filing and reception work but typing is principal function	B1
Filing/Registry clerk	Responsible for the classifying and coding of a variety of documents (i.e. technical and general). Allocates and retrieves documents from files. Also responsible for allocating policy and claims numbers to clients-updates registers and makes up files	B1
Mail clerk	Responsible for collecting, sorting, franking (stamping) and delivery of mail	B1
Records clerk	Responsible for the routine filing and maintenance of records	B1
Typist clerk	Performs routine clerical tasks and types reasonably complex schedules from clear copy or rough draft. Has some discretion regarding layout. Generally has 3 - 6 years experience	B1
Accounts clerk	Maintains records relative to one aspect of company's financial transactions.	B1
Data capture / Terminal - senior	Depending on equipment, captures data via terminals, tape encoders and punches key to disc keyboards, etc. Will be fully trained and competent. Needs little supervision and may actually assist with supervision. May act as a verifier, checking the work of Juniors	B1
Human resources clerk	Maintains all personnel records, leave rosters, addresses, salary and increment records. Provides information for routine returns and statistical reports. Reports to Human Resources/Personnel Officer	B1
Administration clerk	Responsible for administrative clerical duties. Normally reports to the Administration officer/Manager	B1
Driver	Exclusively engaged in driving cars and light motor vehicles to and from various locations to collect and deliver goods/documents/people. Responsible for cleaning and routine maintenance of vehicle(s). Usually reports to Transport/Distribution/Administration Manager.	B1
Housekeeper	Employed on general household administration, selection and control of domestic staff, overseeing general cleanliness of establishment	B1
Motorcycle driver/Messenger	Responsibilities include collecting, sorting and delivering mail by motor cycle/vehicle	B1
Bus driver	Responsibilities include transporting staff by bus	B1
Printing machine operator	Operates printing production machines (including sophisticated photocopiers). Responsible for machine setting. Usually reports to Office Supervisor/Manager	B1
Messenger - senior	Responsible for messenger services which include the supervision of at least one other person	B2
Receptionist	Receives visitors to organisation, ascertains their requirements and directs them. Controls appointments deals with requests for information and keeps records of callers. May also perform some typing and/or clerical duties	B2
Switchboard/ Telephone operator	Operates a switchboard handling all incoming and outgoing calls, records messages, may receive visitors to the organisation, and may perform other routine office duties	B2
Cashier	Receives payments in cash and by cheque. Does banking, handles payments of drafts, cashes wages, cheques, etc. Checks payments against invoices. Usually reports to Senior Bookkeeper or Accounts Section Supervisor	B2
Ledger clerk	Maintains and reconciles the Debtors/Creditors Ledger. Handles accounts payable and may also be responsible for dispatch of monthly statements and for initiating follow up procedures for unpaid accounts: Usually reports to Ledger Controller or Senior Bookkeeper	B2
Computer operator	Operates the mainframe and is responsible for the smooth running of the hardware according to prescribed procedures. Takes appropriate action in the event of machine program breakdown. In addition to the console, printers and other peripheral equipment. Up to 5 years experience	B2
Chauffeur	Engaged solely as a chauffeur who drives top executives and visitors to and from various locations. Cleans and carries out routine maintenance on the car. Is not available as a general driver for company motor vehicles. Usually reports to Transport Manager	B2
Business development clerk	Responsible for clerical duties within the business development department	B2

Broking clerk	Responsibilities include data capturing, calculating and keeping records of commissions and keeping policy records	B3
Claims processor / Adjudication clerk	To process claims documentation, accepting risk and negotiating claims settlement	B3
Pensions clerk	Responsible for keeping records for pensioners and making payments to them	B3
Secretary/Typist	May work for one or more managers. Responsible for all clerical and secretarial duties (Shorthand! Dictaphone typing, appointments, filing, travel, reception). Generally has less than 5 years experience.	B3
Cashier	To assist with receiving cash and cheques from individual clients, brokers and agents and correctly receipting and providing petty cash	B3
Computer operator - senior	Operates the mainframe and is responsible for the smooth running of the hardware according to prescribed procedures. Takes appropriate action in the event of machine program breakdowns In addition to the console, printers and other peripheral equipment. Over 5 years experience.	B3
Salaries clerk	Usually reports to Salaries Administrator/Human Resources Officer. Performs day-to-day administration of items related to salaries such as pension, medical aid, advances, loans, cash in lieu of leave etc. Writes salary cheques and reconciles salary cashbooks	B3
Data capture supervisor	A senior, experienced Data Capturer. Terminal Operator and Verifier, who is responsible for allocation and scheduling of work in punch room and for quantity and quality of output. Usually reports to Facilities Manager, Operations Manager/Supervisor or Head of Data Processing. Controls a number of Data Capture Operators	B3
Handyperson	Works on his own carrying out a variety of odd jobs around the company's premises, which do not require the attention of an artisan	B3
Help desk operator	Operates help desk and who supplies information to customers and generally assists them	B3
Actuarial trainee clerk	Responsible for actuarial calculations, which clerk includes projections and quotations all done under supervision	B3
New business administrator	Processing life and non-life proposal forms, letters to Registrar of Pensions and Provident Funds, policy documents, payments, new business and checking LOA register for life policies submitted	B3
Clerical supervisor / Adjudicating sorting clerk	Supervises clerks in a department or section of a department. Responsible for production effort of other clerks	B4
Head of typing pool	An experienced typist controlling a "pool" of typists in the typing of all correspondence, documents and schedules. Regulates and controls workflow, priorities and quality of work produced. Controls up to 10 typists	B4
Head of filing / Clerical supervisor - mailroom	Reports to the Administration officer. Overall supervision of records maintenance and supervision of Filing clerks	B4
Private secretary	Responsible for all private/confidential secretarial, filing and reception work of a manager. This includes 'shorthand/Dictaphone typing, management of telephone calls, visitors, appointments, travel arrangements, confidential filing and delegated routine correspondence Generally has under 5 years experience.	B4
Driver-senior	Drives cars and light motor vehicles to and from various locations to collect and deliver goods/documents/people. Responsible for cleaning and routine maintenance of vehicle(s). May do some clerical work e.g. customs clearance. At least seven years experience. May supervise other drivers. Usually reports to Transport Manager	B4
Transport officer/Supervisor	Responsible for organising the day-to-day operation of the company's transport. Schedules drivers to vehicles and vehicles to tasks. Monitors and controls vehicle movement. Maintains records and documents relating to vehicle operating costs, efficiency and licensing. Usually reports to Transport or Administration Manager	B4
Assistant underwriter	To accept the process of underwriting business from clients and brokers	B4
Research clerk	Research of various statistics as requested, etc.	B4
Lan system clerk (Accounts)	Data capture/account receipting, typing of cheques	B4
	Orders stationery, controls stationery stores and printing of	

Stationery controller	all company requirements either by outsiders or the company printing department. Usually reports to the Office Manager	B4
Membership clerk	Receipting of revenue and reconciliation accounts	B4
Creditors' clerk	Responsibilities include making payments and reconciliations/data updates, etc.	B4
Senior membership clerk	Responsibilities include receipting, reconciliation, special information, literature, etc.	B4
Broker assistant - junior	Responsible for acquiring new business and advising on how to process claims	B4
Accounting officer	Bank reconciliations, data capturing, preparation of accounts for other group companies and monthly general ledger reconciliations	B4
Pension payments administrator	Sets up new records on pensions payment system, reconciliation of control accounts, PAYE accounts, data extractions, commutation calculations, pension quotations	B4
Actuarial trainee - employee	Preparatory work for triennial scheme valuations, benefits validation and compilation of data, technical support to employee benefits teams and pension schemes, actuarial benefit experience analysis and consultancy work	B5
Actuarial - life support	Preparatory work for validation and preparatory work for corporate valuation, investigations, profit testing, consultancy work, investment portfolios, pricing of funds, processing of scripts, stock price updating, liaising with stockbrokers, transfer secretaries, financial institutions and safe custodian	B5
Executive secretary	Responsible for all private/confidential secretarial, filing and reception work for the Chief Executive. This includes shorthand Dictaphone typing and the management of telephone calls, visitors, appointments, travel arrangements, confidential filing and delegated routine correspondence. Generally has 5-10 years experience	B5
Claims controller / Claims processor	Assessment of claims submitted and recommends payment on loss. Reports to Underwriting Manager	B5
Pensions administrator	schemes, payment of claims, revisions, medical requests and scheme valuations	B5
Underwriter	Reports to Deputy SBU and provides underwriting of premiums for a number of accounts	B5
Chef	Responsible for the effective hygienic and timely preparation and production of food to customers. Reports to Head Chef	B5

### **Second Schedule FORM OF NOTICE**

NAME OF ESTABLISHMENT

In terms of section 31 of the Collective Bargaining Agreement for the Collective Bargaining Agreement for the Insurance Industry of Zimbabwe.

(a) the number of ordinary hours per week for each grade or group of employees is:

(b) the normal daily times of starting time and of finishing work for each grade or group of employees are:

### **Third Schedule GRATUITIES**

<i>Length of services</i>	<i>Percentage of monthly wage of termination of employment</i>
Years	
5	15
6	16
7	17
8	18
9	19

10	20
11	21
12	22
13	23
14	24
15	25
16	26
17	27
18	28
19	29
20	30
21	31
22	32
23	33
24	34
25	35
26	36
27	37
28	38
29	39
30	40

**S.I. No. 76 of 2016: Collective Bargaining Agreement: Funeral Industry\***

(Section 79)

IT is hereby notified that the Collective Bargaining Agreement set out in the First Schedule shows the agreement made under the NEC Funeral Industry, the agreement has been registered in terms of section 79 and is hereby published in terms of section 80 of the Labour Act [*Chapter 28:01*]. The Second Schedule contains the Code of Conduct for the Funeral Industry-

**First Schedule Agreement**

AGREEMENT BETWEEN

FUNERAL INDUSTRY EMPLOYERS ASSOCIATION OF  
ZIMBABWE (HEREINAFTER REFERRED TO AS THE  
EMPLOYERS OR THE EMPLOYERS ORGANISATION)

AND

ZIMBABWE FUNERAL SERVICES AND ASSURANCE  
WORKERS' UNION (HEREINAFTER REFERRED TO AS THE  
EMPLOYEES OR THE TRADE UNION)

Made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*], hereafter referred to as the Act between the Funeral Industry Employers Association of Zimbabwe (hereinafter referred to as the employers or the employers organisation) representing all employers in the funeral industry of the one part and the Zimbabwe Funeral Services and Assurance Workers' Union (hereinafter referred to as the employees or the trade union) representing all employees in the funeral industry of the other part both being parties to the National Employment Council for the Funeral Industry of Zimbabwe empowered to negotiate and agree to conditions of service in the Funeral Industry of Zimbabwe.

ARRANGEMENT OF SECTIONS

<a href="#">1.</a>	Title and period of operation.
<a href="#">2.</a>	Application.
<a href="#">3.</a>	Interpretation.
<a href="#">4.</a>	Grading and wages.
<a href="#">5.</a>	Ordinary hours of work.
<a href="#">6.</a>	Conversion of rates.
<a href="#">7.</a>	Payment of overtime.
<a href="#">8.</a>	Deductions.
<a href="#">9.</a>	Payment of wages.
<a href="#">10.</a>	Time and wage records.
<a href="#">11.</a>	Special provisions: Mortuary workers and Drivers.
<a href="#">12.</a>	Cooked meals.

<a href="#">13.</a>	Outside work.
<a href="#">14.</a>	Subsistence, accommodation and travel allowances.
<a href="#">15.</a>	Vacation leave.
<a href="#">16.</a>	Maternity leave.
<a href="#">17.</a>	Sick leave.
<a href="#">18.</a>	Industrial holidays.
<a href="#">19.</a>	Contract and notice.
<a href="#">20.</a>	Continuous service.
<a href="#">21.</a>	Record of service.
<a href="#">22.</a>	Health, Wellness and Environment.
<a href="#">23.</a>	Long Service awards.
<a href="#">24.</a>	Medical Aid Scheme.
<a href="#">25.</a>	Funeral Policy.
<a href="#">26.</a>	Loans.
<a href="#">27.</a>	Annual Bonus.
<a href="#">28.</a>	Registration and Council dues.
<a href="#">29.</a>	Exemptions, Retrenchment and approval of measures to avoid retrenchment.
<a href="#">30.</a>	Union dues.
<a href="#">31.</a>	Copy of agreement and notice.
<a href="#">32.</a>	Administration.
<a href="#">33.</a>	Gratuities on termination of employment.
<a href="#">34.</a>	Variations.
<a href="#">35.</a>	Employment Code of Conduct.
<a href="#">First Schedule</a>	Grading.
<a href="#">Second Schedule</a>	Form of Notice.
<a href="#">Third Schedule</a>	Gratuities.
<a href="#">Fourth Schedule</a>	Remuneration.
<a href="#">Fifth Schedule</a>	Offences and Penalties.

## **Footnotes**

- \* Please note that [S.I. No. 70 of 2019](#) (supplementary agreement) was made pursuant to the National Employment Council for the Funeral Industry Principal Agreement (Statutory Instrument 76 of 2016, Fourth Schedule). [S.I. No. 70 of 2019](#) which was published separately is to be read in conjunction with this Agreement.

## **1. Title and period of operation**

- 1.1 This agreement shall be cited as the Funeral Industry of Zimbabwe Collective Bargaining Agreement.
- 1.2 This agreement shall come into operation on the date of its registration in terms of section 80 of the Labour Act and shall remain in force until such time as it is replaced by another agreement.

## **2. Application**

This agreement shall apply to-

- 2.1 All employers in the Funeral Industry; and
- 2.1.1 All employees in the Funeral Industry whose occupations are listed in the First Schedule-Grading.

No employer or employee may waive any provision of this Agreement whether or not the said provision creates a benefit to or an obligation on the employer or employee concerned. In the event of any provision of this Agreement being inoperative or ultra vires the powers of the parties or the Act or regulations made hereunder either before or after registration of this Agreement under the provisions of the Act this shall in no way affect the remainder of the Agreement which shall in that event constitute the Agreement. For the avoidance of any doubt where a provision of this agreement is inconsistent with the Labour Act the latter shall prevail.

Any expressions used herein which are defined in the Act shall have the same meaning as in the Act, any words imparting the masculine gender shall include the feminine gender and words in the singular shall include the plural sense, further unless inconsistent with the context.

Where this agreement is silent on any conditions of service referred to in the Act, the provisions of the Act shall apply as if they were incorporated in this agreement.

## **3. Interpretation**

3.1 Any expression used herein, which is defined in the Act shall have the same meaning as defined in that Act.

3.2 Unless inconsistent with the context-

**"Act"** means the Labour Act [*Chapter 28:01*] as amended from time to time;

**"alternate"** means a person appointed by either party to act on behalf of a representative of that party in absence of such representative;

**"calendar month"** means the period commencing on the first day of the month and ending on the last day of that month;

**"casual worker"** means a worker who is engaged for a period of not more than six weeks in any four successive calendar months;

**"continuous service"** means the total period of unbroken service of an employee with one employer or predecessor to such employer where there has been a transfer of undertaking;

**"contract worker"** means an employee who is engaged for a specific period, tasks or project;

**"council"** means the National Employment Council for the Funeral Industry of Zimbabwe;

**"day-off" or "days-off"** means, in the case of-

(a) an employee working six days per week, Sunday or that day in the week in lieu of Sunday on which the employee is not normally required to work;

(b) an employee working five days per week, Saturday and Sunday, or those days in the week in lieu of Saturday and Sunday, on which the employee is not normally required to work:

Provided however, that where an employee is normally required to work a six-day week but his or her employer elects to allow him or her to work a five-day week while still paying him or her for the six-day week, the sixth day shall not be considered as a day off;

**"day-shift"** means that work scheduled during the normal hours of the daylight;

**"designated agent"** means an employee of council certified by Registrar of labour for the purposes of administering and enforcing this CBA, the Act and industrial relations in the funeral industry;

**"emergency work"** means work, which must be performed immediately in order to prevent harm to any plant or employees, or plant or employees of a customer or to near-by persons or properties;

**"employee"** means an employee as defined in the Act and engaged by an employer to work for a company/organisation in the funeral industry;

**"employer"** means an employer as defined in the Act who is registered and licensed in terms of the Insurance Act [*Chapter 24:07*] and the Companies Act [*Chapter 24:03*] or the Companies Act [*Chapter 24:03*] only whose core business is funeral services and related support services;

**"employers' Association"** means the Funeral Industry Employers Association of Zimbabwe or any other party registered to represent employers in the Funeral Industry who is a member of Council;

**"establishment"** means any place in which business under the Funeral Industry is carried out;

**"General Secretary"** means the Secretary of the Council;

**"grade"** means a grade as listed in the First Schedule;

**"industry"** means the Funeral Industry i.e. that industry or sector which provides those jobs or occupations listed in First Schedule; it carries out such services which include embalming, body removals, body wash and dressing, burial services, cremation services and underwriting of funeral policies to members of the public;

**"industrial holiday"** means any day prescribed as a paid holiday in terms of section 18 of this CBA;

**"medical practitioner"** means a person registered as a medical practitioner by medical, dental, the Medical Dental and Allied Professions Council or a registered traditional practitioner;

**"morning off"** means any time before 12 noon;

**"month"** means an official calendar month;

**"night shift"** means that work regularly scheduled after the normal hours of the day or any work conducted during the night hours;

**"ordinary hours"** means the hours of work as provided for under section 5 as read with other sections of this CBA;

**"Overtime"** means any time worked in excess of ordinary working hours;

**"party or parties"** means the Zimbabwe Funeral Services and Assurance Workers' Union and the Funeral Industry Employers Association of Zimbabwe;

**"public holiday"** means all holidays declared as such in terms of a public holiday and Prohibition of Business Act [*Chapter 10:21*];

**"registrar"** means the Registrar of Labour Relations;

**"representative"** means a person appointed by either party to represent the party on the Council or any of its committees;

**"trade union"** means the Zimbabwe Funeral Services and Assurance Workers' Union;

**"wage or salary or remuneration"** means the earnings of an employee that does not include a travelling or subsistence allowance or any payment in respect of overtime, or any bonus or other like benefit;

**"working day"** means any day other than a day off or a public holiday;

#### 4. Grading and wages

- 4.1 An employer shall place each employee in a grade appropriate to his or her occupation, and shall pay a wage to such employee of at least the minimum amount prescribed for the occupation of the employee, and no employee shall accept a wage amounting to less than that amount;
- 4.2 A casual, contract employee shall be paid not less than the amount prescribed in respect of his or her occupation;
- 4.3 Any increment of remuneration in respect of such employee shall be based on his or her actual salary;
- 4.4 On promotion to a higher grade, an employee shall be paid-
  - (a) not less than the wage which he or she last received prior to his or her promotion; or
  - (b) at least the minimum wage prescribed for such higher grade whichever is greater.
- 4.5 An employee who is required to perform work in a lower grade than that in which he or she is normally employed shall be paid the wage applicable to the grade or work which he or she normally performs;
- 4.6 An employee who is appointed, in writing, to carry out the full responsibilities of a job in a higher grade than that in which he or she is normally employed for a period of at least one full working day, shall be paid the minimum wage applicable to such higher grade for each day spent working in that higher grade. Provided that the minimum in a higher grade is more than the employee's current salary;  
The period allowable for such appointment to act shall not exceed a continuous period of six months;
- 4.7 An employee who is required and permitted to perform work in occupations listed in more than one grade shall be paid the minimum wage prescribed for the highest grade in which such employee is required and permitted to work;
- 4.8 An employer shall not reduce the wage of an employee for any time not worked if the employee was able and willing to work and was present at his or her place of work but the employer was unable, or unwilling, to furnish him or her with work;
- 4.9 Where an operation performed by an employee is not specified in the First Schedule-
  - (a) the employer shall provisionally place the employee in a grade reasonably nearest to his/her job description;
  - (b) the employer or employee shall notify the Secretary of Council;
  - (c) the Secretary of Council, after consultation with the employers' organisation and the trade union, shall determine an interim classification of the operation, which shall be subject to ratification by the Council at its next meeting;

Provided that, if the interim classification by the secretary or the final classification by the Council, places the employee in a grade-

- (i) lower than the employee's current grade, it shall be lawful to reduce his or her wage to not less than the minimum wage, prescribed for such lower grade, with effect from the date on which such classification is determined unless the employee refuses to accept the lower grade in which event,
- (ii) he or she may be given relevant notice of termination of employment and,
- (iii) during the period of such notice, he or she shall be paid the wage, which he or she was to receive prior to such termination.



## 5. Ordinary hours of work

- 5.1 The ordinary hours of work shall not exceed nine (9) hours per day;
- 5.2 Every employee shall be given a lunch and tea break everyday of at least 1 hour and 15 minutes in duration respectively;
- 5.3 No employer shall permit an employee to work for more than forty-five (45) hours in any one week, without paying the overtime rates set out in section 7 or giving him or her time off in lieu of such overtime.

## 6. Conversion of rates

For the purpose of converting a weekly, fortnightly or monthly wage to-

- 6.1 The weekly equivalent of a monthly wage, the monthly wage shall be divided by four and one third; or
- 6.2 The fortnightly equivalent of a weekly wage, the weekly wage shall be multiplied by two; or
- 6.3 The hourly equivalent of a weekly wage the weekly wage shall be divided by the number of hours ordinarily worked in a week; or
- 6.4 The daily equivalent of a weekly wage, the weekly wage shall be divided by five in the case of employees who work a five-day week and by six in the case of employees who work a six-day week; or
- 6.5 The daily equivalent of a monthly wage, the monthly wage shall be divided by twenty-two in the case of employees who work a five-day week and by twenty-six in the case of employees who work a six-day week.

## 7. Payment of overtime

- 7.1 An employer may reasonably require an employee to work overtime, and shall, whenever possible, give twenty-four hours notice to such employee, provided that the employee shall be adequately compensated for overtime in cash or time off and be given reasonable amenities to avail himself or herself for the performance of that work;

No employee shall decline to work overtime without a reasonable excuse.

- 7.2 An employee shall-
  - (a) be paid in terms of subsection 7.2 for all hours worked on overtime; or
  - (b) by mutual agreement, be allowed time off by the employer during normal working hours, equivalent to-
    - (i) one and a half times the amount of time worked in excess of the normal working hours on a working day of the week, or
    - (ii) double the time worked where the time worked was on a day the employee would normally be off.
- 7.3 Subject to the provisions of section 6, where an employee is entitled to be paid for overtime, he or she shall be paid in respect of each hour worked-
  - (a) in excess of normal working hours on a working day of the week, at least one and a half times his or her current hourly wage; or
  - (b) on a day off or public holiday, at double his or her current hourly wage.
- 7.4 For the purpose of calculating payments in terms of subsection 7.2, any period of a quarter of an hour but less than half an hour shall be counted as half an hour, and any period more than half an hour shall be regarded as an hour.

## 8. Deductions

- 8.1 No other deductions other than those deductions in terms of section 28 of this CBA or set-off of any description shall be made or allowed from any remuneration due to an employee except-
  - (a) where an employee is absent from work on days other than paid holidays or vacation leave, a *pro-rata* amount of his or her wage only for the period of such absence; or
  - (b) by a written stop-order for contributions to holiday, benevolent, provident, pension or sick benefit funds, medical-aid societies, insurance policies, post office savings accounts, building society

- savings accounts or subscriptions to a trade union or a National Employment Council; or
- (c) by written consent of an employee, for money owing for goods supplied by an employer or for repayments of money lent, including interest thereon, if any, by the employer; or
  - (d) amounts which the employer is compelled by law or legal process to pay on behalf of an employee; or
  - (e) any amount in terms of subsection 2 of section 19; or
  - (f) amounts recovered for payments made in error or overpayment of wages; or
  - (g) where an employer pays for an employee's accommodation, the amount so paid; or
  - (h) in the case of a cashier, with his or her written consent, an amount equal to any short-fall in money under his or her control, and for which he or she is required to account to his or her employer:  
Provided that the amount of such short-fall shall be proved to the satisfaction of the cashier; or
  - (i) deductions in terms of subsection (2) of section 13; or
  - (j) deductions in terms of section 28.

8.2 Where an employer makes deductions on behalf of the NEC, a trade union or other third party, he or she shall remit such deductions to the NEC, trade union or other third party concerned not later than the fifth day of the month following deductions.

## **9. Payment of wages**

- 9.1 Every employer shall pay wages to each employee, weekly, fortnightly or monthly, as the case may be, on or by due date;
- 9.2 Payments for overtime, bonuses and allowances shall be made to each employee, weekly, fortnightly or monthly, as the case may be;
- 9.3 All remuneration shall be paid either by crediting an employee's bank, building society or Post Office Savings Bank account or by cheque or in cash, and shall be accompanied by a wage slip showing-
  - (a) the name and grade of the employee; and
  - (b) the wage rate; and
  - (c) the period for which payment is made; and
  - (d) the total number of hours or days worked; and
  - (e) the amount of overtime; and
  - (f) the amount of any other payment, bonus, commission or allowances, irrespective of whether paid to or on behalf of the employee; and
  - (g) any deductions authorised in terms of section 8; and
  - (h) the net amount received by the employee.
- 9.4 No employer shall give, and no employee shall accept any consideration other than cash, cheque or bank transfer in payment of a wage;
- 9.5 If an employee considers that the payment made to him or her is less than the net amount reflected on the accompanying wage slip, he or she shall notify his or her employer at the time when payment is made;
- 9.6 Notwithstanding the provisions of subsection (9.3), the Council may, on application by an employer, authorise such employer to use some other system of informing his or her employees of the make-up of their remuneration.

## **10. Time and wage records**

Every employer shall keep a record of all employees showing the following particulars-

- 10.1 name in full and I.D. particulars;
- 10.2 occupation and grade;
- 10.3 number of daily hours worked;
- 10.4 rate of wage or salary;

- 10.5 amount due for ordinary time worked;
- 10.6 hours of overtime worked;
- 10.7 amount due for overtime;
- 10.8 gross total of ordinary and overtime wage or salary;
- 10.9 deductions (specify);
- 10.10 net wage or salary due;
- 10.11 signature of employee for receipt of wage or salary where it is paid in cash.

#### **11. Special provisions: mortuary workers and drivers**

- (1) A mortuary-worker shall be paid a risk allowance and on such basis as may be agreed with his or her employer in writing.
- (2) All the drivers/undertakers who go out for a distance exceeding 60 kilometres and not returning the same day shall be paid for accommodation and meals at the rates mutually agreed with the employer depending on circumstances.
- (3) No driver shall be allowed to drive back from a burial that is more than 100 kilometres away from his or her workplace as long as it is after 7p.m. and any person who does that is doing at his or her own risk.

#### **12. Cooked meals**

- 12.1 Where an employer supplies meals, he or she shall display the cost of such meals in a prominent position in the canteen.
- 12.2 An employee who voluntarily accepts such meals may have the cost of such meals deducted from his or her wage.

#### **13. Outside work**

No employee, other than a part-time employee or a casual employee shall solicit, take orders for, undertake or perform any work of a similar capacity to that in which he or she is normally employed, on his or her own account or on behalf of any other person or firm, for gain without the written consent of his or her employer.

#### **14. Subsistence, accommodation and travel allowances**

- 14.1 An employee who is required to work more than twenty-five kilometres from his or her normal place of work, which necessitates his or her sleeping away from home, shall be paid a subsistence allowance approved by the employer in consultation with the employee to provide for all necessary travelling and subsistence expenses; or
- 14.2 Where transport is required to convey an employee referred to in subsection (1), the form of transport to be used shall be mutually agreed upon by the employer and the employee, and payment shall be as follows-
  - (a) where public transport is used, an employee shall be paid the cost of such transport; and
  - (b) where an employee uses his or her own vehicle he or she shall be paid the prevailing Automobile Association (AA) rate per km.

Provided that an employee travelling outside his or her ordinary hours of work shall not be paid for such time spent in travelling, unless mutually agreed upon between such employee and his employer.

#### **15. Vacation leave**

- 15.1 The provisions of this section shall not apply-
  - (a) to casual employees; and
  - (b) subject to the provisions of section 17 (7), to part-time employees.
- 15.2 An employee shall be entitled to proceed on vacation leave within six weeks of his or her application

thereof:

Provided that, where undue hardship would be caused to the employer, the employee shall be entitled to proceed on vacation leave within twelve weeks of his or her application thereof;

- 15.3 An employer shall be entitled, on giving one month's written notice, to require an employee to proceed on his or her accrued vacation leave, or any portion thereof, at any time convenient to the employer;
- 15.4 An employee who has accumulated vacation leave may, with the consent of his or her employer, elect to be paid cash in lieu of his or her taking such leave or part thereof;
- 15.5 An employee proceeding on vacation leave shall, on request be paid his or her wage up to date, and his or her current wage and allowances for the period of such leave, prior to his or her going on leave;
- 15.6 Any period of leave taken by an employee in terms of this section, or any additional leave granted by the employer, whether paid or not, or any sick-leave taken shall not be counted as continuous service for the purpose of calculating leave;
- 15.7 For the purpose of calculating any period of leave or pay in lieu of leave, a year shall be reckoned from the date on which an employee commences service with an employer;
- 15.8 For the purpose of leave-pay, the pay for one day shall be calculated in terms of section 6;
- 15.9 The leave-pay of an employee shall be calculated on his or her current wage at the time of proceeding on such leave;
- 15.10 An employee, whose service is terminated for any cause whatsoever, shall be paid the cash equivalent of any leave, which he or she has accrued and the amount of such payment shall be based on his or her current wage.

## **16. Maternity leave**

A female employee shall be entitled to maternity leave in terms of the Act.

## **17. Sick leave**

Each employee shall be entitled to sick leave in terms of the provisions of the Act. Absence from work due to illness in excess of three days must be supported by a medical practitioner's certificate.

## **18. Industrial holidays**

- 18.1 All days declared in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*] as amended from time to time shall be industrial holidays. Provided that, where a public holiday is moved to the following Monday because it would otherwise fall on a Sunday, that Sunday shall not be regarded as an industrial holiday for the purposes of this agreement;
- 18.2 Subject to the provisions of subsection of section 18 (3), every employee shall be granted leave of absence on industrial holidays and shall be paid his or her normal daily wage for every industrial holiday;
- 18.3 An employer may request an employee to work on an industrial holiday, in which event he or she shall either-
  - (a) with the consent of the employee, grant the employee leave of absence on another day instead of the industrial holiday, and pay him or her not less than his or her daily wage in respect of the industrial holiday and that other day; or
  - (b) where an employee consents to work on a public holiday he or she shall be paid not less than twice his or her current remuneration for that day whether or not that day is one on which he or she would otherwise have been required to work.

## **19. Contract and notice**

Every person who is employed by or working for any other person and receiving or entitled to receive any remuneration in respect of such employment or work shall be deemed to be under a contract of employment with that person, whether such contract is reduced to writing or not.

- 19.1 An employer shall inform every employee, in writing, on engagement, of the nature of his or her contract, including-
  - (a) name and address of the employer/employee;

- (b) the period of time if limited for which the employee is engaged;
  - (c) the terms of probation if any;
  - (d) his or her grade; and
  - (e) his or her rate of pay and when it will be paid; and
  - (f) provision for accommodation, if any; and
  - (g) the period of notice required to terminate the contract of employment; and
  - (h) the hours of work; and
  - (i) the details of any allowance; and
  - (j) vacation leave; and
  - (k) provision for benefits during sickness.
- 19.2 When an employer or an employee gives notice of termination of service, a shorter period of notice may be mutually agreed upon, and shall be in writing and shall be in accordance with section 12C of the Act.
- 19.3 The provisions of subsections (2) to (4) of section 19 shall not apply to a casual employee.
- 19.4 An employee who has given or received notice to terminate his or her employment shall not be required to take vacation leave during the period of such notice.
- 19.5 A fixed term contract of employment shall be deemed to be a contract of employment without limit of time upon the expiry of a continuous period of three years from the effective date. The number of renewals after the effective date but before the three year continuous period shall be immaterial.

## **20. Continuous service**

- 20.1 Continuous service shall be deemed to be broken only by the death, resignation retirement or discharge of the employee concerned;
- 20.2 Provided that, an employee who is discharged and re-engaged by the same employer within two months of such discharge shall be deemed not to have broken his or her continuous service;
- 20.3 If an employee who is absent from work without permission from his or her employer is allowed to continue his or her employment within two months of absence, he or she shall be deemed not to have broken his or her period of continuous service;
- 20.4 If, upon the change of ownership of an establishment, an employee enters the service of the new owner, or continues his or her employment in the establishment, his or her service with the previous owner shall be reckoned as service with the new owner and shall be deemed not to have been broken by such change of employer.

## **21. Record of service**

- 21.1 An employee whose services are terminated, for any cause whatsoever, may request a record of service from his or her employer.
- 21.2 The record of service supplied shall specify the period of service and the occupation in which the employee was employed.

## **22. Health, wellness and environment**

Every employer employing more than ten employees in an establishment shall provide first-aid equipment in a dust-proof container readily accessible to all employees in that establishment, which equipment shall comprise not less than-

- 22.1 six standard dressing B.P.C. No. 3 (small elastic adhesive wound dressing);
- 22.2 one standard dressing B.P.C. No. 11 (medium burn-dressing); and
- 22.3 one standard dressing B.P.C. No. 16 (eye-pad with bandage); and
- 22.4 one hundred and twenty-five gram packet of cotton wool; and
- 22.5 one two hundred millilitre bottle of acriflavine solution of the strength of one in one thousand Statutory Instrument 68 of 1990 shall apply.

## 23. Long service awards

- 23.1 In order to qualify for the long service awards an employee should have completed 10, 15, 20, 25, 30, 35, 40 years of continuous service with the same employer. Company mergers take-overs and change of management will not affect the employee's service record.
- 23.2 The recipient shall be awarded with a long service certificate and a present or equivalent cash payment to be made at the end of the month following the employees anniversary of joining the organisation paid as follows;

No. of years worked	Percentage of monthly salary
10	40%
15	50%
20	60%
25	70%
30	80%
35	90%
40	100%

## 24. Medical aid scheme

After completion of probation period, the employer shall where possible ensure that all employees join a medical aid which would allow employees to access private hospital services.

## 25. Funeral policy

An employer shall make reasonable arrangements to assist an employee in the event of his/her death or of any member of his/her immediate family i.e. spouse and children whose age is eighteen years and below as well as parents.

## 26. Loans

Where possible employers are encouraged to provide loans to employees and to charge reasonable interest rates.

## 27. Annual bonus

Shall be paid based on company's ability and discretion

## 28. Registration and council dues

- 28.1 Every employer in the sector at the time of registration of this Agreement shall, within one month of that date, unless it had already been done, notify the Secretary of his or her full name, trading name, postal and physical address and a summary of the activities of the undertaking;
- 28.2 All employers and employees engaged in the Funeral Industry shall from the date of registration of this Agreement pay dues to the Council and all employers shall deduct from the wage or salary of each of the said employees the appropriate due;
- 28.3 The dues to be paid monthly in arrears falling due on the 5th day of the month following the month in which the wage or salary was earned;
- 28.4 The dues shall be paid by both the employer and the employee at the rate of 2% (i.e. 2% each) of the employee's monthly wage or salary as at the date of deduction and at the same percentage thereafter at the end of each succeeding month, which percentage shall be subject to review from time to time:

Provided that-

- (a) no dues shall be payable where owing to short time working or any other cause an employee's pay is reduced below seventy *per cent* of his or her normal wage or salary;
- (b) no deductions shall be made in respect of an employee who is off sick for a period in excess of 30 days and not in receipt of sick leave pay or a substitute payment;
- (c) deductions shall be made in advance from the leave pay, which is paid to an employee prior to his

or her commencing his or her leave.

- 28.5 Each employer shall forward the total amount of the employee and employer's dues, to be received at the Council's office not later than the fifth day of the month following the month in which the dues relate.
- 28.6 The provisions of this section shall not apply to casual employees.
- 28.7 Any breach of this section by employer shall be dealt with in terms of the Act and this CBA.

## **29. Exemptions, retrenchment and approval of measures to avoid retrenchment**

- 29.1 The Council may, in its sole discretion, and upon such terms and conditions as it may determine, grant exemption in writing from any of the provisions of this agreement to an employer or employee;
- 29.2 Applications for exemption in terms of subsection (1) shall be made, in writing, to the Council, giving reasons thereof;
- 29.3 Any such exemption granted may be withdrawn by the Council, at any time, in its sole discretion provided that reasons are supplied in writing to both parties;
- 29.4 Any employer, who has a Performance Appraisal System in place and a wage increase agreement negotiated at Works Council Level, may apply to the Negotiating Committee of the Council to be exempted from implementing the stipulated percentage increase on existing employees;
- 29.5 An employer who wishes to retrench one or more employees who does not have a works council or majority of the employees concerned agree to such a course, shall give notice of his or her intention to the council which shall dispose the notice in terms of the Act;
- 29.6 Every employer who wish to institute measures to avoid retrenchment and has no works council agreement on the matter shall apply to the council for permission to institute such measures;
- 29.7 An employer who has reached an agreement on instituting measures to avoid retrenchment with the employees alone or with the workers committee or works council not having a representative of a registered trade union as a member, such employer shall give written notice of the agreement to the council for approval not later than fourteen days after the employer begins implementing the agreement;
- 29.8 Where an employer alleges financial incapacity and consequent inability to pay the minimum retrenchment package stipulated in the Act timeously or at all, the employer shall apply in writing to the council to be exempted from paying the full minimum retrenchment package or any part of it.

## **30. Union dues**

In terms of section 54 of the Labour Relations Act [*Chapter 28:01*], Union dues shall be collected by an employer from his or her employees and transferred to the trade union concerned-

- (a) by means of a check-off scheme or in any other manner agreed between the trade union and the employees concerned; or
- (b) failing such agreement as referred to in paragraph (a), by authorisation in writing of an employee who is a member of the trade union concerned.

Any employer who fails or refuses to collect union dues and transfer them to the trade union concerned in accordance with this section shall be guilty of an offence in terms of the Act.

## **31. Copy of agreement and notice**

- 31.1 Every employer shall exhibit or make available a copy of this agreement and all amendments thereto in a place easily accessible to every employee;
- 31.2 Every employer shall exhibit a notice, in the form set out in the Second Schedule, showing the number of ordinary working hours per week and the normal daily times of starting and times of finishing work in his or her establishments for each grade or group of his or her employees;
- 31.3 No person shall alter, deface or remove, or cause to be altered, defaced or removed, the copy of the agreement, save on the instructions of the employer when carrying out his or her responsibilities under subsections (1) and (2).

## **32. Administration**

- (a) the Council shall be the body responsible for the administration and guidance of this agreement, and may issue expressions of opinion not inconsistent with the provisions for employers and employees;
- (b) any dispute between any employer and employee(s) arising from the interpretation, compliance or breach of this agreement shall be referred to the Designated Agent who shall dispose the dispute in terms of the Act.

### **33. Gratuities on termination of employment**

- 33.1 Subject to the provisions of sub-section (4), an employee who has completed five or more years of continuous service shall, on the termination of such service, irrespective of the circumstances of such termination, be paid a gratuity of not less than the amount derived by multiplying the appropriate percentage of his or her current monthly wage by the number of completed years of continuous service, as set out in the Third Schedule;
- 33.2 If an employee who has completed five or more years of continuous service dies before receiving a gratuity in terms of sub-section (1), there shall be paid to his or her estate the sum, which the employee would have received if his or her contract of employment had terminated on the day of his or her death;
- 33.3 Notwithstanding the provisions of sub-sections (1) and (2), if an Employee is a member of Pension fund apart from NSSA that provides for the Employee or his dependants, to receive an amount in excess of the employee's own contributions together with interest then the gratuity payable shall be reduced by such excess.

In the event of the benefit due being a pension, or deferred pension, then the value of the pension, or deferred pension, shall be compared with the gratuity payable plus the refund of the employees own contributions with interest and if the pension or deferred pension, is less than the gratuity and refund of contributions, then the difference shall be paid in cash by the Employer.

- 33.4 Notwithstanding the provisions of this section, an Employer may-
  - (a) set off against, and deduct from, any amount payable in terms of this section any sum owed to the employer by the employee or by his or her estate in terms of a civil judgment in favour of the employer and arising out of theft or fraud committed by the employee.
  - (b) if, before an amount payable in terms of this section has been paid, the employer has-
    - (i) laid criminal charge for theft or fraud against the employee, or
    - (ii) cause a civil summons to be issued, claiming from the employee, or his or her estate, a sum alleged to be owed to the employer by reason of theft or fraud committed by the employee, withhold payment of the sum specified in the charge or summons, as the case may be, until the charge or claim had been finally determined.
- 33.5 If the court proceeding arising from a charge or summons referred to in subsection (4) lapse or if when the proceedings are finally determined the employer does not obtain civil judgment for full sum withhold by him in terms of paragraph (b) of that subsection the employer shall within three working days thereafter paid the whole or the balance of that sum, whichever is appropriate, to the employee of his or her estate as the case may be together with interest thereon at the rate of twenty-five per centum *per annum* from the date on which the gratuity should otherwise have been paid.

In this section "civil judgment" includes an award or compensation or restitution in terms of PART XIX of the Criminal Procedure and Evidence Act [Chapter 9:07].

### **34. Variations**

Any variation of any clause contained in this CBA shall be reviewed at the discretion of Council upon receipt of a written request from an applicant and Council's decision shall be final.

### **35. Employment code of conduct**

The provisions of the code of conduct incorporating the disciplinary code and grievance procedure shall be observed by all employers and employees and the parties to this CBA hereby agree to ensure that all such provisions are complied with.



<b>JOB TITLE</b>	<b>ABRIDGED JOB DESCRIPTION</b>	<b>GRADE</b>
Undertaker	Removes the body of the deceased from the place of death or mortuary as directed and takes it to its destination, washing and dressing and embalming deceased bodies and on occasions is responsible for setting up cemetery equipment and arrange funerals and record all activities in the funeral register. Also conducts the burial process such as lowering the body using the lowering device.	B5
Undertaker/ hearse driver	Removes the body of the deceased from the place of death or mortuary as directed and takes it to its destination, washing and dressing and embalming deceased bodies and on occasions is responsible for setting up cemetery equipment and arrange funerals and record all activities in the funeral register. Also conducts the burial process such as lowering the body using the lowering device.	B5
Funeral Consultant	Attends to the bereaved family and advise on issues to do with body removal, making a claim, processing of burial orders, burial arrangements and organising the funeral itself.	B5
Machine crew/cemetery attendant	Means an employee who maintains and operates graveside equipment used in the lowering of the coffin into the grave, sets up the tent and mats and arranges chairs and umbrellas and performs any other tasks relevant to ensuring the smooth operation of graveside activities.	B2
Mortician	Cleans the mortuary. Receiving and dispatching deceased bodies. Washing, dressing and embalming deceased bodies. Filing and updating mortuary register. May also be required to assist in conducting removals and burials.	B4
Services/branch supervisor	Means an employee who is specifically charged with the responsibility for the conduct of Funeral Services operations, does the planning and scheduling of daily activities in liaison with the operations/services manager. Also exercise oversight and supervisory role on lower staff in that section.	C4
Carpenter/ trimmer/handle fitter	Makes coffins and caskets and can trim and fit handles to coffins and caskets and can also make minor repairs to damaged coffins and caskets.	B1
Video Man	Takes or records videos for the bereaved families during the bereavement process.	B2
Funeral Services Pastor/Chaplain	Is responsible for the handling of all services in the chapel.	B5
Bus driver/Funeral assistant	Drives mourners in a bus to the place of burial and may also be required to assist in conducting the burial including lowering the body into the grave using lowering devices.	C1
Sales/Marketing consultant	He/she does the marketing of the company products.	C2
General Hand	Cleans offices, windows, walls, toilets and floor. Maintains grounds. Water flowers/office grooming and any other functions of a general nature as assigned.	A1
Office Cleaner	Cleaning of offices, desks and equipment. Check cleanliness of toilets. Purchase of cleaning material etc.	A1
Messenger	Delivers and collects parcels and messages as directed and any other related duties.	A2
Assistant undertaker/ Funeral assistant/ Dispatch clerk	Assists the undertaker in the carrying out of his/her duties that include body removal, body washing and burial functions.	B2
Truck Driver	Delivers coffins/caskets and other funeral equipment as directed from time to time.	B5
Pianist	Means an employee who operates the piano in the chapel and this person may also perform the duties of a Pastor in his absence.	B2
Receptionist/ Secretary	Receive visitors and direct them to appropriate departments, Receive and direct calls accordingly and making calls for staff. Receiving of goods and mail delivered through reception. Records all outgoing calls in the telephone register. Report faults on telephones. Ensure cleanliness of the reception. Update information	B2

	on notice board. Typing and Filing documents, Maintaining executive diaries and arranging meetings etc.	
Security Guard/ Internal	Record all on company vehicles entering premises. Checks incoming and outgoing personnel (clients and staff). Record valuables brought in and out of the building. Patrols around the premises. Arresting any suspects stealing company assets and report to management immediately. Ensure compliance with approved company procedures and report variances. Search all vehicles leaving premises to avoid pilferages. Direct all visitors to appropriate parking and respective offices. Verifying identity and destination of visitors. Recording time in and out for visitors and staff. Report any suspicious vehicle or person entering premises. Ensure entrances are free enough for smooth movement of people.	A3
Cashier	Receive and receipting of monies from clients. Assist clients on amounts to be paid after checking their accounts. Balance receipts against cash on hand. Any other related functions.	B2
Customer services clerk	Assists clients where possible. Attends to general matters including handling of confidential and routine client information. Attends to client queries and provide solutions.	B2
Credit controller	Means an employee who is ultimately responsible for the granting of credit facilities and the collection of outstanding debts.	C2
Claims clerk/officer	Assess, verifies and process claims from policy holders before service is provided.	B2
Stores Clerk	Receiving, recording, safe keeping and issuing out of stationery or any other stocks. He/she does stock takings and gives or recommends orders to the buyer for all purchases.	B2
Accounts clerk/officer	Processes all receipts and payments as well as producing relevant reports. Ensures that creditors are paid. Ensure all invoices are authorised before payment processing. Attend and respond to any queries raised by creditors regarding their payments. Reconcile all creditors' accounts to guard against over payment and underpayment. Ensure remittance proof of payment to creditors. Maintains the fixed assets register. Responsible for procurement of stationery and other items. Preparation of income and expenditure report. File invoices and payment documents. Attend to internal and external audit queries. Prepares commission for agents and Brokers, collection of premiums, statutory payments as well as other related functions as directed.	B2
Buyer	Means an employee whose duties are, wholly or substantially, to select and purchase in bulk for stock and for resale merchandise on behalf of his employer.	C2
Caretaker	An employee charged by his employer with the care and security of premises, plant, equipment and property, including maintenance and repairs.	A1
System/ICT officer	Supports all users on IT system and ensures that the system is working properly at all times. Set up new users. Checks for connected status of all automated tasks. Carries out all scheduled back up activities. Ensure safety storage of backup tapes.	C5
Administration Officer	This person will manage, co-ordinate, and supervise a group of subordinates that provide the administrative support functions to an organisation.  His/her responsibilities are such as: - assisting in the budget preparation process, controlling budget expenditures and revenues, recommending space and equipment requirements, conducting performance evaluations. The incumbent advises on administrative matters to senior management, carry out special assignments for senior staff, identify problem areas, determine solutions and implement changes.	C3
Human Resources Officer	Prepares, updates and maintains all personal records. Does/supervises payroll administration. Also attends to other human resources issues and functions like disciplinary and grievance issues. Ensures compliance with labour regulations and human resources policies	C5

	and practices within the company.	
Human Resources clerk	Prepares, updates and maintains all personal records. Also attends to other human resources issues and functions as directed by the Human Resources officer/Manager.	B2

**Second Schedule  
FORM OF NOTICE**

NAME OF ESTABLISHMENT:

In terms of section 31 of the Collective Bargaining Agreement for the Collective Bargaining Agreement for the Funeral Industry of Zimbabwe-

- (a) the number of ordinary hours per week for each grade or group of employees is-
- (b) the normal daily times of starting and time of finishing work for each grade or group of employees are-

**Third Schedule  
GRATUITIES  
(Section)**

<i>Length of Services (Years)</i>	<i>Percentage of monthly wage of termination of employment</i>
5	15
6	16
7	17
8	18
9	19
10	20
11	21
12	22
13	23
14	24
15	25
16	26
17	27
18	28
19	29
20	30
21	31
22	32
23	33
24	34
25	35
26	36
27	37
28	38
29	39
30	40

**Fourth Schedule\***  
**REMUNERATION**  
(Section)

TABLE OF MINIMUMS

Grade	Minimum monthly salary (\$)
A1	280.00
A2	291,20
A3	302.85
B1	327.08
B2	340.16
B3	353.77
B4	374.99
B5	389.99
C1	421.19
C2	438.04
C3	455.56
C4	482.89
C5	502.21

NATIONAL EMPLOYMENT COUNCIL FOR THE FUNERAL INDUSTRY OF ZIMBABWE (NECFI) EMPLOYMENT CODE OF CONDUCT AND GRIEVANCE HANDLING PROCEDURES

**1. Preamble**

This code issued by the National Employment Council for the Funeral Industry of Zimbabwe (NECFI), and is drafted in terms of the Labour Act [*Chapter 28:01*] herein referred to as the Act.

The code is on best employment practice. It aims to assist employers and employees and their representatives by providing guidance on how to deal with disciplinary and grievance issues at the work place. These are a set of rules and procedures designed to promote orderly conduct at the work place. It should be interpreted as a set of rules for promoting discipline, industrial harmony, communication, efficiency, productivity at the work place and for providing a fair, orderly and timely settlement of disputes as and when they arise.

Although it is fairly comprehensive, it cannot cover every specific case that can occur hence officials administering the Code and the employees must have regard to the spirit behind it when dealing with such cases. Administering officials shall also act in good faith and discretion must be used when administering the Code of Conduct.

**2. Title**

This employment code of conduct shall be cited as The National Employment Council for the Funeral Industry of Zimbabwe Code of Conduct and Grievance Handling Procedures (herein referred to as the "code"). The code is drafted in terms of section 101 of the Labour Act [*Chapter 28:01*].

**3. Application and scope of the code**

This code shall apply to all permanent, contracts and casual employees in grades contained in the First Schedule of the Funeral Industry of Zimbabwe Collective Bargaining Agreement (CBA) as may be amended from time to time.

**4. Duration**

The code shall come into operation from the date of its registration by the Ministry of Public Service, Labour and Social Welfare as specified in the Labour Act [*Chapter 28:01*].

This employment code of conduct shall remain in force until modified, revised, amended or repealed by the National Employment Council for the Funeral Industry of Zimbabwe.

**5. Definitions**

In this code, unless inconsistent with the context, the following terms and phrases shall be interpreted to mean the following-

"act" means the Labour Act [*Chapter 28:01*] as amended from time to time;

"appeals committee" means a committee at the workplace, constituted of two representatives from the workers committee and two representatives from management and a chairperson which is empowered to hear and determine on appeals from the disciplinary committee/disciplinary officer;

"appeals officer" means a person appointed by the employer at the workplace or establishment to hear and

determine on appeals from the disciplinary committee or disciplinary officer;

**"complainant"** means an aggrieved party;

**"designated agent"** means a person appointed in terms of section 63 of the Act;

**"disciplinary action"** means an action taken by the employer in terms of this code to correct or punish unacceptable conduct of an employee or contravention of this code;

**"disciplinary committee"** means a committee set up at a work place to preside over and decide over disciplinary cases and consists of two representatives from management and two representatives from the workers committee or worker/employee representatives, a chairman and a secretary, the Secretary whose responsibility shall be to record the proceedings only;

**"disciplinary officer"** means a person appointed by the employer at the work place or establishment to deal with or to preside over and decide over disciplinary cases;

**"employee"** means an employee as defined under the Act and particularly in the funeral industry for the purpose of this code;

**"employer"** means an employer as defined under the Act and engaged in funeral business activities for the purpose of this code;

**"employer organisation"** means employer organisation as provided for in terms of Part VII of the Act and specifically the Funeral Industry Employers Association with regard to this code;

**"general secretary"** means the secretary of the National Employment council for the Funeral Industry of Zimbabwe;

**"grievance"** means any complaint or dissatisfaction by an employee or employees about a particular condition or about general conditions of employment including any particular behaviour on the part of management or fellow employees;

**"head"** means the management director, chief executive officer, chief operating officer or general manager of an organisation or the highest office bearer of the organisation whatever the case may be;

**"human resources office"** means the office that is responsible for administering and managing the company's human resources, personnel and industrial relations;

**"immediate supervisor"** means any employer next in seniority and to whom the subordinate employee directly reports to;

**"labour court"** means a court established in terms of the Act;

**"manager/supervisor"** means a person responsible for the supervision of staff and include such other managers or supervisors at the company or organisation;

**"misconduct"** means any act or behaviour or conduct by an employee in contravention of this code of conduct;

**"national employment council"** means the National Employment Council for the Funeral Industry of Zimbabwe;

**"NECFI appeals committee"** means a committee made up of three trade union representatives and three representatives from the Funeral Industry Employers Association of Zimbabwe and a chairperson;

**"offence"** means any offence specified in the Fifth Schedule of offences set out in this code of conduct;

**"penalty"** means corrective action or disciplinary action or punishment to be administered on an employee arising from the offence committed;

**"trade union"** means the Zimbabwe Funeral Assurance and Services Workers Union;

**"workers committee"** means a committee elected or appointed in terms of the Act to represent workers within the company;

**"works council"** means a council composed of an equal number of representatives of the employer and representatives drawn from members of the workers committee and a chairperson;

**"work place"** means the employee's work station or wherever an employee is assigned to perform the employer's duties.

## 6. Purpose of the Code

The purpose of this code is to, among other things-

- (a) provide employers with the mechanism and guidelines to deal with disciplinary and grievance matters;
- (b) provide employees with mechanism and guidelines to seek redress of their grievances;
- (c) encourage the existence of a fair and consistent treatment of employees by employers;

- (d) provide a system that promptly deals with employer employee problems;
- (e) resolve employer-employee problems at the lowest level;
- (f) achieve industrial harmony;
- (g) encourage improvement in individual conduct and performance.

## **7. Objectives of the Code**

The objectives of this code shall among other issues include the following-

- (a) promote machinery for careful investigation of offences before corrective or disciplinary action can be administered;
- (b) ensure consistent, prompt, fair and just administration of discipline;
- (c) provide both employers and employees with a mutually acceptable code of conduct which further the interests of both parties;
- (d) ensure equating an offence to the resultant corrective action allowing for mitigation and aggravating factors;
- (e) ensure that the principles of natural justice are adhered to;
- (f) promote, advance social justice and democracy at the work place and ensuring just, effective and expeditious resolution of disciplinary action and grievances;
- (g) provide guidelines on procedural and substantive fairness and justice in handling disciplinary matters at the work place;
- (h) provide employees with a mechanism and guidelines to seek redress of their grievances at the lowest level and in a prompt manner.

## **8. Basic Principles of the Code**

This code is based on the following basic principles-

- (a) to establish the facts to the effect that, no disciplinary action and grievance resolution will be taken until the matter has been fully investigated;
- (b) to deal consistently and fairly with disciplinary and grievance issues at all levels;
- (c) to comply with the principles of natural justice that is at every stage the employee should be advised of the nature of the complaint, be given the opportunity to state his or her case, and be represented by a person of his/her choice and the employer should be given enough opportunity to lay down his or her case against an employee;
- (d) any party has a right to appeal to an appropriate level against any decision made or taken against it in terms of the code;
- (e) an employee shall have the right to be represented at a disciplinary or grievance hearing by a fellow employee, workers committee representatives, trade union official or a legal practitioner at the employee's expense;
- (f) to comply with the provisions of the code and the Act in dealing with all issues;
- (g) to promote sound industrial relations through mutual consultation, trust and cooperation between employers and employees;
- (h) that any accused employee is innocent until proven guilty in terms of this code;
- (i) that impartiality should be observed.

### *Duties and rights of Parties*

## **9. Rights and duties of employees and employees organisations**

- (1) Employees and employee's organisation shall have the following rights and duties in terms of this code-
  - (a) to work with employers in establishing industrial relations principles subject to the provisions of labour regulations;
  - (b) to know the standards of conduct and performance expected of them by their employers;
  - (c) to ensure that they comply with all laws, collective bargaining agreements and other applicable instruments;
  - (d) to ensure that they understand the nature and extent of their legal rights and duties in terms of the Act, code and applicable statutes;
  - (e) to familiarise themselves with the provisions of this code;

- (f) to act in good faith with employers;
- (g) to inform employers of their grievances;
- (h) to receive just, open and consistent treatment from employers;
- (i) to appeal against any disciplinary action taken against them by employers;
- (j) to appeal against any determination made on their grievances;
- (k) to be represented, at own arrangement by a fellow employee of own choice, workers committee member, registered trade union official or a legal practitioner;
- (l) to call and cross examine witnesses;
- (m) to address in mitigation before a penalty is imposed;
- (n) to be informed of the reasons for a decision;
- (o) through employee representatives, to participate in amending the code;
- (p) to comply with the various employment rules and procedures;
- (q) carry out their contractual duties and responsibilities and follow all reasonable, lawful instructions given to them.

*Rights and duties of employers and employer organisations*

- (2) Employers and employers' organisations shall have the following rights and duties in terms of this code-
- (a) maintain fair, just and consistent discipline;
  - (b) ensure that all employees are aware of the standards of acceptable behaviour expected of them at the work place;
  - (c) to develop, jointly with worker representatives industrial relations principles in terms of this code and relevant regulations;
  - (d) to comply with all laws collective bargaining agreements and other applicable instruments;
  - (e) to ensure that all employees are familiar with the provisions of this code and other instruments governing employment;
  - (f) to advise, counsel, reprimand and discipline employees in terms of this code;
  - (g) to set standards of conduct and performance for employees;
  - (h) maintaining and excising discipline in accordance with the provisions of this code and any other relevant enactment;
  - (i) promptly and fully resolving employees grievances;
  - (j) ensure that employees are provided with an enabling working environment;
  - (k) through employer representative to participate in amending this code;
  - (l) to advise or take the appropriate action where the employer considers that an employee's behaviour or performance is unacceptable or unsatisfactory;
  - (m) to call witnesses to testify on its behalf and cross examine witnesses against them;
  - (n) to ensure that employees have received the necessary training on the provisions of this code.

**10. Establishment of Committees**

For the purposes of administering this code in the industry there shall be the following committees/institutions-

**10.1. COMPOSITION OF DISCIPLINARY COMMITTEE**

(1) Every company shall have a disciplinary committee of equal members drawn from workers and management-

- (a) two management representatives;
- (b) two workers representatives;
- (c) one member from management chairing;
- (d) one neutral person-minutes taker.

The Chairperson shall have a casting vote in the event of a deadlock:

(2) In cases of companies with less than 10 employees where a disciplinary and grievance committee cannot be formed or companies that cannot constitute a Disciplinary Committee of at least 2 members the highest authority

shall appoint a disciplinary authority who shall hear the matter and conclude the matter.

## **10.2 COMPOSITION OF APPEALS COMMITTEE**

(1) Every company shall have a disciplinary committee of equal members drawn from workers and management-

- (a) two management representatives;
- (b) two workers representatives;
- (c) one member from management chairing;
- (d) one neutral person-minutes taker.

The Chairperson shall have a casting vote in the event of a deadlock-

- (a) where a company cannot constitute an appeals committee an Appeals officer who is the Chief Executive Officer or the Director at the workplace shall be appointed to hear the appeal;  
  
Further, provided that a person appointed as an Appeals Officer was not involved in the disciplinary hearing at the workplace;
- (b) any person who is aggrieved by a decision of the Appeals committee or authority at the workplace has the right to appeal in writing to the National Employment Council within seven working days of being notified of the employer's decision, giving full grounds and reasons for appeal.

## **10.3 COMPOSITION OF THE NEC APPEALS COMMITTEE**

The NEC Appeals Committee shall be composed of

- (a) Chairperson;
- (b) Three representatives from the Trade Union;
- (c) Three representatives from the Employers Organisation.

*It is noted that any four (4) members of equal representation shall form a quorum.*

The Chairperson shall exercise a casting vote in the event of a deadlock.

## **11. The functions of the disciplinary committee/disciplinary officer**

The disciplinary committee or disciplinary officer shall exercise the following functions-

- (a) to hear and determine disciplinary cases in terms of this code;
- (b) to ensure the observance of time limits in hearing and determining cases;
- (c) to ensure that the parties have been accorded enough opportunity to state their cases adequately;
- (d) to ensure that justice is done accordingly and that all parties are represented as they wish;
- (e) to ensure that disciplinary cases are disposed in an impartial manner;
- (f) to ensure that the hearing process is done in a systematic and orderly manner;
- (g) to record and keep record of the proceedings.

## **12. Disciplinary hearing procedure guidelines**

The following guiding procedures may be adhered to at the hearing and the chairperson of proceedings shall-

- (a) introduce everybody and must explain the reasons for the set down;
- (b) the chairperson shall ensure that the disciplinary committee is properly constituted;
- (c) read the employee's rights and ensure that they are understood;
- (d) read and state the charge against the employee and ask the complainant to confirm the statement;
- (e) read the accused employee's response to the charges and ask him or her to confirm the statement and whether he or she pleads guilty to the charges;
- (f) invite the complainant to state his or her case against the accused employee;
- (g) permit the accused employee to cross examine the complainant;
- (h) the committee may also cross examine the complainant at this stage;
- (i) the accused employee to give his or her side of the case;
- (j) complainant to cross examine the accused;



- (k) the disciplinary committee/disciplinary officer to cross examine the accused employee;
- (l) witnesses are called one by one to give evidence after which the accused employee or the complainant and the committee/officer may cross examine the witnesses;
- (m) ask the complainant and the accused employee to leave the room to allow the committee/officer to consider all the evidence prior to giving a verdict at the end of the disciplinary hearing;
- (n) the committee must arrive at the decision, i.e. whether the employee is guilty or not;
- (o) the decision shall be reached by consensus or by majority vote and in the event of a tie the chairperson of the committee shall have a casting vote;
- (p) if the employee is found guilty the committee or disciplinary officer shall invite the accused to give mitigation factors before the ultimate penalty;
- (q) once the decision has been reached the accused employee and complainant must be notified of the decision in writing within five working days;
- (r) the right of appeal and time frames should then be communicated to the accused;
- (s) as far as is possible similar offences committed in similar circumstances should be treated equitably through the award of similar penalties allowing for mitigation and aggravating circumstances;
- (t) for the purpose of this code, the disciplinary process commence at the point when the alleged offender receive the formal letter of suspension.

All internal disciplinary proceedings should be concluded within fourteen working days.

### **13. The functions of the appeals committee/appeals officer at the work place**

The appeals committee shall exercise the following functions-

- (a) to hear and determine appeals in terms of this code;
- (b) to review decisions of the disciplinary committee/disciplinary officer in respect of such application;
- (c) when handling an appeal case the committee may conduct a hearing or decide the case on record;
- (d) on conclusion of an appeal the committee may confirm, vary, reverse or set aside the decision of the disciplinary committee or disciplinary officer and substitute with own decision.

An appeal should be lodged within three days after receiving the decision of the disciplinary committee.

### **14. The functions of the NECFI appeals committee**

The NECFI appeals committee shall exercise the following functions-

- (a) to hear and determine appeals in terms of this code;
- (b) to review the decisions of the appeals committee referred to it in terms of this code;
- (c) when handling an appeal the committee may call the appellant or decide the case on record;
- (d) in determining an appeal the committee may confirm, vary, reverse or set aside the decision of the appeals committee and substitute with its own decision.

### **15. The functions of the works council**

It is imperative that wherever possible and in respect of workers committee guidelines employees form workers committee at their establishments for the purposes of creating democratic, just and sound industrial relations.

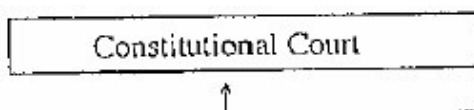
For the purpose of this code, the works council shall hear and resolve employees group grievances in terms of this code.

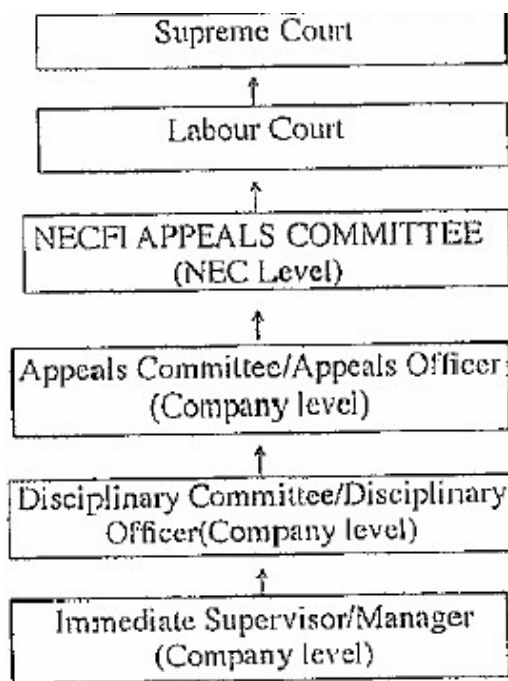
### **16. The functions of the General Secretary/designated agent**

The designated agent/General Secretary shall exercise the following functions-

- (a) receive appeal cases on behalf of the NECFI appeals committee and cause the appeals committee to dispose the matter in terms of this code;
- (b) communicate with the parties and ensure that all necessary documents and notifications are properly served;
- (c) advise employers and employees on the general application of this code.

### **17. The hearing levels**





## 18. Offences and penalties

A penalty to be imposed to any employee for an offence in terms of this code shall be administered in terms of the Fifth Schedule to this code.

## 19. Verbal warnings

- (1) When the offence warrants a verbal warning the supervisor or manager shall-
  - (a) convene a formal meeting with the employee;
  - (b) outline the case against the employee and why he or she is of the opinion that an offence has been committed;
  - (c) give the employee the opportunity to answer the allegations made against him or her and to justify his or her actions, if any;
  - (d) the supervisor or manager shall then consider all the evidence, including the representations made by the employee, and make a decision regarding whether the employee should receive a verbal warning or not;
  - (e) in the event that the supervisor or manager decides that the employee should receive a verbal warning he or she shall sign a note to that effect giving his or her reasons which shall be lodged in the employee's personal file;
  - (f) the decision shall be communicated to the employee in writing.

## 20. First written warnings, final written warnings and dismissal

- (1) Where an employer has good cause to believe that an employee has committed an offence warranting a first written warning or a final written warning or a dismissal in terms of this code the employer may-
  - (a) suspend such employee with or without pay and benefits and shall forthwith serve the employee with a letter of suspension detailing the reasons and grounds of the suspension;
  - (b) upon serving the employee with the suspension letter as detailed above, the employer shall cause, within 14 days, investigate the matter fully, conduct a hearing and make an appropriate determination into the alleged misconduct of the employee and, may, depending on the circumstances of the case-
    - (i) serve a notice, in writing on the employee concerned removing the suspension and reinstating such employee on full pay and benefits if the grounds of suspension are not proved,
    - (ii) a determination or order served in terms of this code shall provide for back pay and benefits from the time of the summary suspension.
- (2) At the hearing, an employee shall have the right to-
  - (a) at least three working days' notice of the proceedings in "Form C 1" against him or her and the charge he or she is facing;
  - (b) appear in person before the company or organisation's disciplinary committee or disciplinary officer as the case may be and be represented by either a fellow employee, workers committee member, trade union official/officer or a legal practitioner;

- (c) call witnesses and have them cross examined;
- (d) be informed of the reasons for a decision;
- (e) address in mitigation before the ultimate penalty is imposed.

(3) After the hearing has been concluded the disciplinary committee or disciplinary officer shall consider at the evidence and make a decision.

(4) The dismissal penalty to be imposed for any offence is not obligatory but is meant as a guide to the employer, the employer may; at his or her discretion apply a lesser penalty.

## **21. Appeal procedure**

(1) An employee shall have the right to appeal within three working days.

(2) The late noting of an appeal shall only be condoned by the appropriate appeals authority if good and sufficient reasons exist.

## **22. Appeal against first written warning, final written warning or dismissal**

(1) An employee has a right to appeal to the appeals committee or the head within three working days after receipt of written notification of the decision made by either the disciplinary committee or the disciplinary officer.

(2) The notice of appeal shall be submitted to the human resources department in "Form C 2".

(3) The appellant shall state clearly his or her grounds for appeal in writing.

(4) In the event that the appeals committee decides to call for a hearing, the appeal hearing must be conducted as the information needed can be obtained from the minutes or recording of the first hearing.

(5) The human resources department shall ensure that the following documents are copied and made available to the appeals committee members/appeals officer-

- (i) the record of disciplinary proceedings and decision,
- (ii) all documents relating to the case,
- (iii) the notice of appeal/letter of appeal and statement.

(6) The appeal must be heard and concluded within 14 working days of lodging of the appeal by the employee.

(7) An employee or employer who is aggrieved by the determination of the appeals committee/head may appeal to the NECFI appeals committee.

(8) The appeal to the National Employment Council for the Funeral Industry Appeals Committee mentioned in subsection (7) must be noted within seven working days in "Form NECFI 1."

(9) When noting an appeal to the NECFI appeals committee, the appellant shall complete Form NECFI 1 hereafter referred to as the appeals form and attach all relevant documents and deliver it to the General Secretary.

(10) The General Secretary shall upon receipt of the appeal documents call the NECFI appeals committee to meet and dispose the case within 30 working days.

(11) An employer or employee aggrieved by the decision of the NEC appeals committee shall appeal to the Labour Court.

## **23. Grievance procedures**

(1) It is acknowledged that grievances arise amongst employees and that management is responsible for attempting to resolve the grievances of employees in a spirit of harmony, understanding and co-operation.

(2) The "Form NECFI 2" shall be used for any grievance at any level except Lo the Labour Court.

## **24. Individual grievances**

An employee shall have the right to have the individual grievances resolved by pursuing the following procedures:

In the event that it is not possible to follow the steps as set out below because of the reporting structure of the organisation the matter will commence at step 4.

*Step 1: To immediate supervisor or manager*

The employee will in the first instance discuss the matter with his or her immediate supervisor or manager. The immediate supervisor or manager shall give a decision concerning the grievance within two working days of the matter being referred to him or her.

*Step 2: To the immediate superior of the employees' supervisor or manager (herein referred to as the superior)*

If the employee is not satisfied with the decision of his or her immediate supervisor or manager he or she shall have the right to refer the grievance to the superior. This shall be done in writing within two working days of the decision having been communicated to him or her. The superior shall resolve the grievance within a further two working days.

*Step 3: To the head*

If the employee is not satisfied with the decision of the superior he or she shall have the right to refer the grievance to the head.

This shall be done in writing within two working days of the decision having been communicated to him or her. The head shall resolve the grievance within a further three working days.

*Step 4: To the National Employment Council for the Funeral Industry (herein referred, to as the NEC)*

If the employee is not satisfied with the decision of the head he or she shall have the right to refer the dispute to the NECFI designated agent who shall dispose the matter in terms of the Act.

## **25. Group grievances**

Grievances in which more than one employee are directly involved shall be resolved using the following procedures:

*Step 1: To the human resources manager/senior in that department (herein referred to as the human resources)*

In the first instance employees shall refer their grievances to human resources. Human resources shall resolve the grievances within three working days.

*Step 2: To the works council*

If the employees are not satisfied with the decision of the human resources they shall have the right to refer their grievances to the works council. The works council shall resolve the grievances within three working days.

*Step 3: To the head*

If the employees are not satisfied with the decision of the works council they shall have the right to refer their grievances to the head. This shall be done in writing within two working days of the decision having been communicated to them. The head shall resolve their grievances within a further three working days.

*Step 4: To the National Employment Council for the Funeral Industry (herein referred to as the NEC)*

If the employees are not satisfied with the decision of the Head they shall have the right to refer their dispute to the NECFI designated agent who shall dispose the dispute in terms of the Act.

## **26. General notes**

(1) Where there is no workers committee, the employer shall appoint any person in his or her employment as a disciplinary officer.

(2) The human resources representative may attend the disciplinary hearing to take minutes of the proceedings and not as a member of the committee.

(3) The human resources representative shall advise the committee or the disciplinary officer on the provisions of the code and relevant statutes to be applied and ensure that the disciplinary process is fair, just and impartial.

(4) The appeals committee shall be comprised of members who did not sit or participate at the disciplinary stage and no member of the trade union or employers association could constitute NECFI appeals committee for a matter from an employer where he or she is employed.

(5) Disciplinary action should be initiated as soon as possible after discovery that an employee is alleged to have committed a disciplinary offence and should be concluded within the stipulated time frames.

(6) Any penalty already in force may be taken into account in determining the penalty for a subsequent offence.

(7) The issuing of verbal or written warning and counselling is corrective and educational measure.

(8) A grievance procedure should operate on a sound principle of examining the issue at hand and not the person.

(9) There is need to investigate real causes of grievances and not to resort to short term measures and solutions.

(10) Impartiality should be observed.

(11) There should be a clear channel for expressing grievances and ensure speedy resolution of such grievances.

## DEFINITIONS OF ACTS OF MISCONDUCT

**"absenteeism"** means unauthorised absence from work during working hours;

**"assault"** means unlawful and intentional application of force or threat of force to a person which causes that person to believe that force may unintentionally be applied to him or her;

**"breach of confidentiality"** means disclosing confidential information to unauthorised parties with actual or potential prejudice to the employer, supplier or customers;

**"collective job action"** means an industrial action calculated to persuade or cause a party to an employment relationship to accede to a demand related to employment;

**"conducting a transaction with a client in a rude manner or shouting at a client"** means being discourteous, impolite or disrespectful to clients;

**"embezzlement"** means an offence where an employer converts to his or her own use property/money for the company, which has been received by him or her on behalf of the employer;

**"extortion"** means an offence where an employee demands money, a favour for services or advantage or for such purposes to intentionally and unlawfully subject to pressure a member of the public dealing with the company whether by threat or not performing his or her employment duty to such a person or by abuse of his or her discretion or otherwise;

**"failure to fulfil the expressed or implied conditions of the contract of employment or breach of the employment contract"** means being unable to fulfil the express conditions, which are those that are clearly written in the contract of employment as read together with the job description and implied conditions are, those that may not be specifically laid down in a document but which are reasonably connected to the contract of employment and which the law will nevertheless consider as forming part of the contract of employment;

**"fighting physically or physical assault"** means an offence that involves the exchange of blows or use of damaging objects by two or more employees at the work place or outside the workplace. Physical assault involves inflicting of physical injury to another or where one actually strikes, drags or touches another in anger, vengeful or insolent manner;

**"forgery and altering"** means an offence when an employee falsifies any signature on official documents or written information and communicates the same to another with the intention of causing actual or potential prejudice or which is potentially prejudicial to the employer, supplier or customers;

**"fraud"** means unlawfully making changes, intentionally or not, a representation, whether written, oral or by conduct which causes actual prejudice or which is potentially prejudicial to the employer or another person;

**"gross incompetence or inefficiency in the performance of his or her work"** means an offence where an employee performs unsatisfactory or substandard work resulting in extremely poor work output which may result in serious loss, damage or prejudice to the employer or company;

**"gross negligence"** means lack of proper care or attention in discharging a duty to the extent that the employer's property is exposed to risk or is damaged; gross negligence shall include negligent loss which means an act where an employee, through carelessness or recklessness, deliberately loses employer's property or is unable to account for it satisfactorily while negligent damage means an act whereby an employee through carelessness or recklessness deliberately allows the employers' property in the employee's charge to be damaged;

**"insubordination"** means openly defying, by word or conduct, authority of a supervisor or manager; insubordination includes rudeness and vindictiveness;

**"lack of skill which the employee expressly or impliedly held himself or herself out to possess"** means an offence where an employee lacks expertise or skill which he or she indicated in writing or verbally that he or she possesses;

**"sexual harassment"** means unwelcome physical, verbal or non-verbal sexual conduct that denigrates or ridicules or is intimidatory, suggestive or is physically abusive of another employee's sex; it may be derogatory or degrading insults which are gender related and offensive;

**"theft"** means unauthorised and intentional appropriation of property belonging to the employer or other persons at the work place or on duty with the intention of permanently depriving the other of that property;

**"threatening to cause physical injury to a member of staff or client"** means making threats or intimidation or threatening with violence by action or volition of words or conduct that leads another to apprehend fear to his or her person or family whether immediately or in future if by threats or force, he or she prevents or obstruct another from performing his or her work or uses unlawful means to compel that other person to act or refrain from acting against his or her will;

**"usury"** means an offence of being involved in administering any illegal money lending activity on employer's business or premises;

**"wasteful use or misuse of company property"** means carelessly using company property or using company property for purposes other than for which it was intended;

**"wilful disobedience to a lawful order/instruction"** means a deliberate refusal to obey a lawful instruction or order or/and intentional defiance of an order given by the superior;

**"wilful and unlawful loss/damage of the company's property"** means an act whereby an employee deliberately or wilfully loses or damages employer or company's property.

### **Footnotes**

\* Please note that [S.I. No. 70 of 2019](#) (supplementary agreement) was made pursuant to the National Employment Council for the Funeral Industry Principal Agreement (Statutory Instrument 76 of 2016, Fourth Schedule). [S.I. No. 70 of 2019](#) which was published separately is to be read in conjunction with this Agreement.

## **Fifth Schedule OFFENCES AND PENALTIES**

### *Penalties*

The time periods for validity of offences are as follows;

Verbal warning - one month;

First written warning - three months;

Final written warning - twelve months.

These offences are classified under one of the following eight categories-

1. Offences relating to sub-standard performance.
2. Offences relating to absenteeism.
3. Offences relating to alcohol and drug abuse.
4. Offences relating to loss or damage of property.
5. Offences relating to violence, abusive language and other related offences.
6. Offences relating to disobedience or indiscipline.
7. Offences relating to dishonesty, theft, fraud and other related offences.
8. Other offences.

<b>OFFENCES RELATING TO SUB-STANDARD PERFORMANCE</b>	<b>FIRST OFFENCE</b>	<b>SECOND OFFENCE</b>	<b>THIRD OFFENCE</b>
(a) Failure to meet set and agreed deadlines	Verbal warning	Final written warning	Dismissal
(b) Performance of a job, duty or task without the exercise of due care and attention	Verbal warning	Final written warning	Dismissal
(c) Lack of skill which the employee expressly or impliedly held himself or herself out to possess	Dismissal	-	-
(d) Gross incompetence or inefficiency in the performance of his or her work	Dismissal	-	-

<b>OFFENCES RELATING TO ABSENTEEISM</b>	<b>FIRST OFFENCE</b>	<b>SECOND OFFENCE</b>	<b>THIRD OFFENCE</b>
(a) Unauthorised absence from work station during working hours without a satisfactory explanation	Verbal warning	Final written warning	Dismissal
(b) Unauthorised absence from work for more than two consecutive days but less than five days without a satisfactory reason	Written warning	Final written warning	Dismissal
(c) Unauthorised absence from work for five or more consecutive days without a satisfactory reason	Dismissal	-	-

(d)	Reporting for work late without permission/valid excuse or leaving work early without permission/valid excuse	Verbal warning	Final written warning	Dismissal
(e)	Extended or unauthorised breaks during normal working hours	Verbal warning	Final written warning	Dismissal
(f)	Sleeping during normal working hours	Written warning	Final written warning	Dismissal

**OFFENCES RELATING TO LOSS OR DAMAGE OF PROPERTY**

	<b>FIRST OFFENCE</b>	<b>SECOND OFFENCE</b>	<b>THIRD OFFENCE</b>	
(a)	Driving company vehicle without authority to drive	Final written warning	Dismissal	-
(b)	Driving a company vehicle without a driving licence	Dismissal	-	-
(c)	Wilful and unlawful loss/damage of the company's property	Dismissal	-	-
(d)	Gross negligent loss/damage of the company's property	Final written warning	Dismissal	-
(e)	Wasteful use or misuse of company property	Written warning	Final written warning	Dismissal

**OFFENCES RELATING TO ALCOHOL AND DRUG ABUSE**

	<b>FIRST OFFENCE</b>	<b>SECOND OFFENCE</b>	<b>THIRD OFFENCE</b>	
(a)	Drug abuse	Final written warning	Dismissal	-
(b)	Drunkenness	Dismissal	-	-

**OFFENCES RELATING TO VIOLENCE, ABUSIVE LANGUAGE AND OTHER RELATED OFFENCES**

	<b>FIRST OFFENCE</b>	<b>SECOND OFFENCE</b>	<b>THIRD OFFENCE.</b>	
(a)	Use of abusive, offensive, insulting language jokes.	First written warning	Final written warning	Dismissal
(b)	Threatening to cause physical injury to a member of staff or client	Final written warning	Dismissal	-
(c)	Fighting physically or physical assault	Dismissal	-	-
(d)	Sexual harassment	Final written warning	Dismissal	-
(e)	Conducting a transaction with a client in a rude manner or shouting at a client	Final written warning	Dismissal	-
(f)	Assault	Dismissal	-	-

**OFFENCES RELATING TO DISOBEDIENCE OR INDISCIPLINE**

	<b>FIRST OFFENCE</b>	<b>SECOND OFFENCE</b>	<b>THIRD OFFENCE</b>	
(a)	Wilful disobedience to a lawful order/instruction given by a person in authority	Dismissal	-	-
(b)	Insubordination	Dismissal	-	-
(c)	Non-compliance with established procedures or standing instructions	Written warning	Final written warning	Dismissal
(d)	Discourtesy in the course of duties to a superior, a client or member of the public	Written warning	Final written warning	Dismissal
(e)	Unauthorised use of company's facilities, equipment or property	Final written warning	Dismissal	-
(f)	Engaging in conduct detrimental to the smooth operation of the company's business	Verbal warning	Final written warning	Dismissal
(g)	Behaving in a manner which			

	endangers the safety or health of others	Written warning	Final written warning	Dismissal
(h)	Violating safety or security rules or measures without serious consequences	Verbal warning	Written warning	Dismissal
(i)	Violating safety or security rules or measures with serious consequences	Final written warning	Dismissal	-
(j)	Eating, drinking or chewing in client service areas or at unauthorised places	Verbal warning	Written warning	Dismissal
(k)	Use of computer software, which is not authorised or licensed by the company for use within the company	Dismissal	-	-
(l)	Causing untidiness in service areas	Verbal warning	Written warning	Dismissal
(m)	Disregard for company's standards of dress, Cleanliness and personal hygiene	Verbal warning	Final written warning	Dismissal
(n)	Refusing to permit security staff to search a bag, briefcase, vehicle or other receptacle when they have cause for wanting to do so or authority to do so	Dismissal	-	-
(o)	Renewing a contract or signing a contractual agreement without the authority to do so	Dismissal	-	-

**OFFENCES RELATING TO DISHONESTY, THEFT, FRAUD AND OTHER RELATED OFFENCES**

		<b>FIRST OFFENCE</b>	<b>SECOND OFFENCE</b>	<b>THIRD OFFENCE</b>
(a)	Giving or attempting to give any form of bribe to induce any person to perform any corrupt act	Dismissal	-	-
(b)	Receiving or attempting to receive any form of bribe as an inducement for performing any corrupt act	Dismissal	-	-
(c)	Deliberately giving untrue, erroneous or misleading information or testimony whether verbally or in writing	Dismissal	-	-
(d)	Falsifying or unauthorised alteration of any company document	Dismissal	-	-
(e)	Unauthorised possession of property to be discarded	Dismissal	-	-
(f)	Applying or attempting to apply for any unauthorised purpose, any funds assets or property belonging to the company	Dismissal	-	-
(g)	Any other dishonesty towards company, fellow members of staff or members of the public	Dismissal	-	-
(h)	Failing to declare an interest in any transaction involving the company in circumstances where a personal advantage or advantage for a close relative or friend could be gained from the transaction	Dismissal	-	-
(i)	Theft	Dismissal	-	-
(j)	Fraud	Dismissal	-	-
(k)	Extortion	Dismissal	-	-
(l)	Embezzlement	Dismissal	-	-



(m) Forgery and altering	Dismissal	-	-
(n) Usury	Dismissal	-	-
(o) Breach of confidentiality	Dismissal	-	-
<b>OTHER OFFENCES</b>	<b>FIRST OFFENCE</b>	<b>SECOND OFFENCE</b>	<b>THIRD OFFENCE</b>
(a) Failure to fulfil the expressed or implied conditions of the contract of employment or any breach of the employment contract	Dismissal	-	-
(b) Disclosing to an unauthorised person confidential information about the company, the company's clients or business associates	Dismissal	-	-
(c) Gaining access or attempting to gain access to information held by the company without the necessary authority	Dismissal	-	-
(d) Undertaking outside work or activity which is prejudicial to the company including working for an employer in competition with the company	Dismissal	-	-

**FORM C 1  
NOTICE TO ATTEND DISCIPLINARY HEARING**

(To be issued at least three days prior to the hearing)

To be completed in duplicate

From: \_\_\_\_\_ To: \_\_\_\_\_  
*(Supervisor/Manager)* *(Employee's name)*  
 You are required to attend a disciplinary hearing for which it is alleged that-

*(Detailed charges can be attached to this form)*

The hearing will be held on: \_\_\_\_\_ Time: \_\_\_\_\_  
 Venue \_\_\_\_\_

You have the right to be represented by a fellow employee, a workers committee member, trade union official/representative or a legal practitioner of your choice if you so wish. Further you have the right to call witnesses and have them cross examined.

Signed: \_\_\_\_\_  
*(Supervisor/Manager)*  
 You are required to acknowledge receipt by signing below. Return one copy.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Employee's signature)*

Signed: \_\_\_\_\_  
*(Human Resources Official)*

**NB: If you do not attend the hearing after receiving this notification at the time and place notified, without a reasonable excuse the hearing may proceed without you.**

**FORM C 2  
DISCIPLINARY APPEALS FORM**

To be completed in triplicate

(One for the respondent, one for the appellant and one for employee's personal file.)

To: The Appeals committee/Appeals officer.

Note: This is an appeal, at company level, made against a determination made by the

disciplinary committee/disciplinary officer in terms of the National Employment Council for Funeral industry Code of Conduct.

Full name of appellant:

Contact address and telephone:

Department/Division/Branch:

Appellant's job title:

Grade:

Offence/misconduct:

Determination:

Reasons/grounds of appeal (attach documents if space is required):

I wish the following persons to be summoned as witnesses

Name:

(i)

(ii)

(iii)

and the following documents to be produced.

Signature of appellant:

Date:

Signed:

Date received:

*(Human Resources Official)*

#### APPEALS FORM

To be completed in triplicate. Form NECFI 1

One copy for the NEC, one copy for the respondent and one copy for appellant

To: The NEC Funeral Industry Appeals Committee.

Note: This is an appeal against a determination in terms of the National Employment Council for the Funeral Industry Code of Conduct.

Full name of appellant:

Contact address and telephone:

Full name of respondent:

Contact address and telephone:

Appellant's job title:

Grade:

Date engaged:

Grounds of appeal:

*(also see attached)*

Dated at Harare this

day of

20

Signed:

*FOR NEC. STAMP ONLY*

#### GRIEVANCE FORM

To be completed in triplicate if referring to NEC FORM NECFI 2

To: The

Note: This grievance is raised in terms of the National Employment Council for the Funeral Industry Code of Conduct.

Full name of employee raising the grievance:

Contact address and telephone:

Name of employer:

Full name of immediate superior:



<a href="#">8.</a>	Discipline.
<a href="#">9.</a>	Schedule of penalties.
<a href="#">10.</a>	Disciplinary procedures.
<a href="#">11.</a>	The appeals procedure.
<a href="#">12.</a>	The administration of discipline.
<a href="#">13.</a>	Suspension pending investigation.
<a href="#">14.</a>	Responsibilities of parties.
<a href="#">15.</a>	Repeal.

## **1. Title and application**

For the purpose of this Employment Code of Conduct-

- 1.1 The code shall apply to all employees of SDA/Cs. It shall not apply to members of the School Development Association/Committee.
- 1.2 The purpose of this code is to provide a uniform procedure for corrective action in all instances where a party is alleged to have been involved in behaviour of a kind, which might be expected to result in suspension, dismissal, or other kind of penalties.
- 1.3 It is the authority's prerogative to set standards of conduct and performance at workplace and maintain discipline. The administration of discipline must be seen to be consistent in that equal treatment is meted out for similar offences. Further, before a party can be held accountable for breaches of rules and regulations of an establishment he or she must be made aware of them by displaying this employment code of conduct on an official school notice board or being circulated by memorandum to each worker or being an Annexure on his or her contract of employment.

## **2. Objectives**

The objectives of this code are as follows-

- 2.1 To ensure that all employees in the school observe such standards of conduct as will tend to improve the productivity, performance and reputation of the schools.
- 2.2 To provide employees with a means for seeking to have grievances redressed.
- 2.3 To develop a culture of internal resolution of matters at schools.
- 2.4 To enhance harmonious working relations conducive to optimal productivity.

## **3. Principles governing the code**

The principles underlying the implementation of this code are as follows-

- 3.1 Expeditions resolution of grievances and disciplinary matters.
- 3.2 The corrective rather than punitive purpose of disciplinary action.
- 3.3 Confidentiality of proceedings and their outcomes.
- 3.4 Natural Justice: Every party has a right to be heard before judgment and no one should be a Judge in his or her own cause.
- 3.5 Mutual respect of parties in proceedings.
- 3.6 Observance of the code at all times.
- 3.7 Integrity, fairness and openness in proceedings without fear of reprisal or victimisation.
- 3.8 Spirit of the code: Any misconduct not expressly covered by the code will be dealt with in the spirit of the code.
- 3.9 Right of employees to appeal.

## **4. Duties and obligations of employees**

All employees should aspire to high standards of performance with special regards to-

- 4.1.1 punctuality and attendance at all stipulated times;

- 4.1.2 alertness whilst on duty;
- 4.1.3 care for school property;
- 4.1.4 performance of work to expected or acceptable standards.
- 4.2 All employees are expected to exhibit exemplary behaviour at all times, with special regards to-
  - 4.2.1 obedience to lawful instructions;
  - 4.2.2 respect for the person, reputation, dignity and authority of all other persons in the work place, whether fellow employees, school children, suppliers or visitors;
  - 4.2.3 the protection of school property;
  - 4.2.4 the protection of the school's image;
  - 4.2.5 the integrity of documentation.
- 4.3 All employees are expected to be totally honest and truthful in all their dealings.
- 4.4 All employees are expected to respect the procedures of the school and the state in regard to the settlement of grievances, by the avoidance of any of the following-
  - 4.4.1 illegal strike action;
  - 4.4.2 the incitement of others to illegal strike action;
  - 4.4.3 acts of sabotage.

## 5. Duties and obligations of the school development associations or committees

The School Development Associations or Committees shall have the following duties and obligations-

- 5.1 to be familiar with the code and to observe it at all material times;
- 5.2 to issue or present clear guidelines on grievance and disciplinary processes;
- 5.3 to ensure timeous implementation of agreements;
- 5.4 to assist employees to develop;
- 5.5 to respect employees and their representatives;
- 5.6 to ensure harmonious working relations conducive to optimal productivity;
- 5.7 to make sure that every employee shall be subject to an induction course incorporating knowledge of the employment code of conduct;
- 5.8 encourage employees to form workers committee;
- 5.9 encourage formation of works councils at schools.

## 6. Interpretation

In this code-

- 6.1.1 **"THIS EMPLOYMENT CODE OF CONDUCT"** (The code hereinafter) shall be referred to as the School Development Associations and Committees employment code of conduct;
- 6.1.2 "Act" means the Labour Act [*Chapter 28:01*];
- 6.1.3 "authority" means the National Employment Council for the School Development Associations and Committees;
- 6.1.4 "day" means a working day;
- 6.1.5 "examine" means considering or deliberating on the appeal case on record or in any manner deemed necessary and making a decision to remit the case or confirm, vary, rescind the decision;
- 6.1.6 "grievance" means any dissatisfaction or complaint by an employee, employer or employees concerning any matter related to the employment and any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting the conditions of employment;
- 6.1.7 "grievance appeal committee" means a committee established by School Development Association or Committee, to determine appeals that remain unresolved;
- 6.1.8 "line supervisor" means a senior employee to whom the employee immediately and directly

reports;

- 6.1.9 "penalty" means any corrective or disciplinary action to be administered arising from proven breach of the code;
- 6.1.10 "subcommittee" means the subcommittee of the appropriate authority that reports to the main School Development Association or Committee establishing it;
- 6.1.11 "party/parties" means the Zimbabwe Schools Development Association/Committees (ZSDA/C) and the National Education Union of Zimbabwe (NEUZ);
- 6.1.12 "council" means the National Employment Council for Zimbabwe Schools Development Associations and Committees of Zimbabwe;
- 6.1.13 "trade union" means any trade union with registered interest in the Zimbabwe School Development Association/Committees in government and council run schools industry;
- 6.1.14 "hearing officer" means a person appointed to hear and reconcile employer and employee/employees concerning any matter related to the employment, and any claimed violation, misrepresentation or misapplication of any law, rule or regulation affecting the conditions of employment;
- 6.1.15 "SDA/C" means School Development Association or Committee-the employer;
- 6.1.16 (A) Disciplinary Hearing Committee Composition:

All minor offences will be handled by the immediate supervisor.

- STAGE I (1) Chairperson who shall be one of the following-The Deputy Head, Vice-Chairperson of the SDA/C Executive Committee or the Senior Teacher.
- (2) Any two members from the SDA/C Executive Committee.
- (3) Any two members from the Workers Committee. If one representative is present from either side they shall form a quorum.
- (4) A member of the academic staff shall be appointed by the Committee to take the minutes of the proceedings.

(B) Appeal Committee composition-

- STAGE II (1) The Human Resources Subcommittee Chairperson shall be the Hearing Officer of the Appeal Committee.
- (2) Any two members from the following: School Head, SDA Secretary and any other member of the SDA Committee who did not attend Stage I.
- (3) Any two members from the Workers Committee. If one representative is present from either side they shall form a quorum.
- (4) A member of the academic staff shall be appointed by the Committee to take the minutes of the proceedings.
- (5) When all internal appeal channels have been exhausted and if any party is still aggrieved he or she can appeal to the NEC appeal Committee within 21 days from the date of receiving the decision of the last internal appeal channel.

(C) The NEC Appeal Committee Composition-

- STAGE III (1) The NEC Appeal Committee will consist of the Chairman, secretary both coming from the NEC, two members of the employers association and two members from the trade union.
- (2) If not satisfied with the decision of the NEC Appeal Committee, he or she can appeal to the Labour Court.
- (3) If the matter is not resolved within 30 days of commencement of proceedings the employer or employee concerned may refer the matter to a Labour Officer or Designated Agent, who will deal with it and issue a determination,

6.2 In the case that deadlocks are reached, the Chairman will have a casting vote.

6.3 Unless a contrary intention is expressly stated any term used in the Labour Act [*Chapter 28:01*] will import or have the same meaning in this code.

6.4 Words importing the masculine shall include the feminine.

## 7. Grievance procedure

## **7.1 PREAMBLE**

- 7.1.1 Any employee who has a grievance with regard to his or her employment has a right to speak to his or her immediate supervisor at any suitable time, and that supervisor is required to give him or her a fair hearing with a view to finding a fair settlement of the issue.
- 7.1.2 Any employee who has a grievance with regard to his or her employment shall complete a grievance form in triplicate, as per form ZSDA/C 01.
- 7.1.3 Such grievance form will be completed so as to indicate clearly the details of the complainant and his or her grievance, and the original form must be lodged with the employee's immediate supervisor within two working days. The aggrieved employee will retain his or her copy.
- 7.1.4 Grievances involving more than two employees shall be referred to the appropriate subcommittee if the immediate supervisor fails to resolve the problem.

## **7.2 STAGE 1**

- 7.2.1 Within seven working days of receiving the Grievance Form ZSDA/C 01 the immediate supervisor will meet to seek to settle the grievance to the best of their ability with the following-
  - 7.2.1a the employee (grievant); and
  - 7.2.1b two fellow employees of the aggrieved person's choice/two members of the workers committee; and
  - 7.2.1c hearing officer who shall be one of the following-The Deputy Head, Vice-Chairperson of the SDA/C executive Committee or the senior teacher;
  - 7.2.1d any two members from the SDA/C Executive Committee. If one representative is present from either side they shall form a quorum;
  - 7.2.1e a member of the academic staff shall be appointed by the Committee to take the minutes of the proceedings.
- 7.2.2 Having heard comments and inputs of the case from both employee and employer representative, the hearing officer in consultation with both parties must make a ruling on the matter.
- 7.2.3 Details of the settlement or ruling must be recorded.
- 7.2.4 The employee or employee's representative must be asked to signify acceptance or rejection of the ruling.
- 7.2.5 Rejection by the employee in itself signifies an appeal.
- 7.2.6 The employee may delay his or her acceptance or rejection for no longer than five working days (appeal time).

## **7.3 STAGE 2**

- 7.3.1 Within seven working days of the noting of an appeal the Human Resources Sub Committee in co-ordination with the School Head will meet with the aggrieved employee and the employee representative, and attempt to settle the grievance.
- 7.3.2 If a settlement cannot be achieved after having heard comments from both parties, the Human Resources Sub Committee in co-ordination with the School Head and worker representative must make a ruling on the matter.
- 7.3.3 Details of the settlement or non-settlement must be on record.

## **7.4 STAGE 3**

- 7.4.1 Any aggrieved person who remains dissatisfied with the outcome of the action taken in terms of Stage 2 above may appeal within five working days of the ruling to the Grievance Appeal Committee (Provincial Appeals Committee).
- 7.4.2 Within six working days, the Grievance Appeal Committee (Provincial Appeals Committee) will meet with the aggrieved person and employee's representative and determine the matter.

## **7.5 STAGE 4**

In the event that the employee does not accept the committee decision (all committee stages) the grievance shall be referred to a Designated Agent.

## **8. Discipline**

## **8.1 PREAMBLE**

It is recognised that, though it is possible to categorise acts of misconduct according to their severity, such categorisation must have a broad element of latitude, being made more severe by aggravating circumstances and less severe by mitigating circumstances. This latitude must be allowed for, in meting out discipline.

## **8.2 OFFENCES OR MISCONDUCTS**

Under this code offences or misconducts shall be categorised as follows-

### **8.2.1 MINOR ACTS OF MISCONDUCT**

#### **8.2.1(i) Absenteeism**

It is an offence for an employee to absent himself or herself from work, for one or two days, without authorisation from the employer or overstaying leave for one or two days without reasonable excuse.

#### **8.2.1(ii) Disobeying safety rules**

It is misconduct for an employee to disobey or disregard safety rules and regulations even if there is no injury both to property and human beings.

#### **8.2.1(iii) Breach of school rules or conditions of employment**

It is an act of misconduct if an employee does not take reasonable care in the performance of his or her job to avoid acts of omissions which he or she can reasonably foresee would be likely to cause loss, danger or injury.

#### **8.2.1(iv) Sleeping on duty where the misconduct did not affect others; or property is not damaged**

It is misconduct if an employee sleeps on duty instead of performing his or her duties. An employee has a duty to be awake throughout the period of his or her shift and therefore he or she neglects that duty if he or she falls asleep. Sleeping on duty is aggravated if the job involves security or operating moving machines.

#### **8.2.1(v) Negligence**

An employee is negligent if he or she does not take reasonable care in the performance of his or her job to avoid acts or omission which he or she can reasonably foresee would likely cause loss or damage or injury of the value of not more than US\$100,00.

#### **8.2.1(vi) Poor time keeping**

It is an offence for an employee to report for work late or leave place of employment early without authority or to take an unauthorised break during working hours.

#### **8.2.1(vii) Discreditable conduct**

It is discreditable conduct for an employee to be rude and un-obliging towards members of the public who have dealings with the employer.

### **8.2.2 SERIOUS ACTS OF MISCONDUCT**

#### **8.2.2(i) Absenteeism**

It is an offence for an employee to absent himself or herself from work for three to four consecutive working days without authorisation for leave or overstaying leave for three to four consecutive working days without a reasonable excuse.

#### **8.2.2(ii) Sleeping on duty where it causes minor damage to school property**

It is a serious misconduct if an employee sleeps on duty instead of performing his or her duties. An employee has a duty to be awake throughout the period of his or her shift and therefore he or she neglects that duty if he or she falls asleep. Sleeping on duty is aggravated if the job involves security or operating a moving machine, if the damage caused is US\$101,00 but not more than \$500,00 it becomes a serious offence.

#### **8.2.2(iii) Neglect of duty**

An employee neglects his or her duty if he or she does not perform his or her job at all, or half performs it, or abandons it, or does not care whether his or her job is done or not, and, or engages himself or herself in other unauthorised activities during working time. If the damage caused by negligence is US\$101,00 but not more than US\$500,00 it becomes serious offence.



#### **8.2.2(iv) Negligence**

An employee is negligent if he or she does not take reasonable care in the performance of his or her job to avoid acts of omission which he or she can reasonably foresee would likely cause loss or damage of US\$101,00, but not more than US\$500,00 it is a serious offence.

#### **8.2.2(v) Misuse of school property**

It is an act of misconduct if an employee does not take reasonable care in his or her job to avoid acts of omission which he or she can reasonably foresee would be likely to cause loss, danger or injury. Similarly an employee losses property if any property belonging to the employer which is entrusted into his or her care or custody is lost.

#### **8.2.2(vi) Doing private business or work during working hours**

An employee is bound to devote his or her time, during working hours to the work he or she is employed to do. It is misconduct if he or she devotes that time to do his or her own private business or work, whether or not it is for personal gain during working hours.

#### **8.2.2(vii) Incompetence/Poor performance**

An employee is guilty if he or she fails to perform duties or work to acceptable standards.

#### **8.2.2(viii) Concealing one's defective work**

An employee commits an act of misconduct if he or she covers or conceals work which is not properly done and not up to standard.

#### **8.2.2(ix) Use of abusive or insulting language**

An employee uses abusive or insulting language if he or she uses language which ridicules or shows contempt for another and is likely to provoke physical/verbal violence.

#### **8.2.2(x) Smoking in prohibited places**

An employee commits an offence by smoking in prohibited place.

### **8.2.3 DISMISSIBLE ACTS OF MISCONDUCT**

#### **8.2.3(i) Absenteeism**

It is misconduct for an employee to absent himself or herself from work, for five or more consecutive days without authorisation from the employer or overstaying leave for five or more consecutive working days without a reasonable excuse.

#### **8.2.3(ii) Sleeping on duty where it causes damage to property worth more than US\$501,00, or injury to people causing damages of more than US\$501,00**

It is misconduct if an employee sleeps on duty instead of performing his or her duties. An employee has a duty to be awake throughout the period of his or her shift and therefore he or she neglects that duty if he or she falls asleep. Sleeping on duty is aggravated if the job involves security or operating machines and the injury or damage caused cost more than US\$501,00.

#### **8.2.3(iii) Inefficiency**

An employee is inefficient if he or she fails to perform work to the required set standard, or is unable to do his or her work with the level of skill and speed which would be reasonably expected of an employee qualified for that particular job.

Failure to carry out work to the required standard without reasonable cause, displaying a lack of appropriate skill.

#### **8.2.3(iv) Habitual or substantial neglect of duties**

An employee's habitual or substantial neglect of his or her duties or if he or she does not perform his or her job at all, or half performs it or abandons it or does not care whether his or her job is done or not or engages himself or herself in other unauthorised activities during working hours.

#### **8.2.3(v) Refusing to perform a contractual duty**

It is misconduct for an employee to refuse to perform any of those duties which he or she is bound to perform, which are part of, or incidental to the job he or she is employed to do.

### **8.2.3(vi) Refusing to work overtime or perform standby duties**

An employee commits misconduct if he or she refuses to work overtime or perform standby duties when one is given adequate notice by a person in authority.

### **8.2.3(vii) Insubordination**

It is a misconduct to wilfully refuse to obey a lawful order or instruction from a supervisor.

### **8.2.3(viii) Making threats**

An employee makes threats if, intending to cause fear and alarm by any act or omission and whether by words, or conduct leads another to apprehend fear to the person or family whether immediately or in future.

### **8.2.3(ix) Assault**

An employee is guilty whether provoked or not, if he or she physically attacks a fellow employee, a school child or a superior resulting in either minor or serious injury.

### **8.2.3(x) Fighting**

This is an exchange of blows between two or more employees usually following a challenge by one to another. If an injury is inflicted, the matter should be reported to the police.

### **8.2.3(xi) Possession of dangerous weapons**

An employee is guilty of an offence if found in possession of dangerous weapons such as fire arms on duty unless with special permission from authorities.

### **8.2.3(xii) Sexual harassment**

- (a) This is unwanted conduct of a sexual nature, or other conduct based on sex, affecting the dignity of school children, men and women at the school. This includes unwelcome physical, verbal or non-verbal conduct, sex-based conduct that denigrates ridicules or intimidation or physical abuse of an employee or school child because of her or his sex.
- (b) Viewing of pornographic or sexually explicit material on the internet and distribution of such material by e-mail to fellow employees and school children.
- (c) If sex is demanded for favours promised.

### **8.2.3(xiii) Drunkenness on duty**

It is misconduct for one to drink alcohol or to be under the influence of intoxicating liquor or drugs during working hours, rendering it impossible for one to undertake his or her normal duties. Save for drugs prescribed by a medical practitioner.

### **8.2.3(xiv) Damaging school property where the value exceeds US\$501,00**

Any employee damages property (value exceeding US\$501,00) if without necessity or justification he or she wilfully causes damage to any property or destroys it wilfully or recklessly or does not care whether any such property would be damaged or destroyed.

### **8.2.3(xv) Theft**

An act where an employee dishonestly takes property belonging to the school or another employee or school child with the intention of permanently keeping the property or to dispose of it as his or her own.

### **8.2.3(xvi) Embezzlement**

An employee embezzles the school property if he or she converts to his or her own use property which has been received by him or her on behalf of the school or school children.

### **8.2.3(xvii) Fraud**

An employee commits fraud where he or she makes a false statement or claim whether in oral or written form and to make any false representation by word or conduct in order to obtain material advantage. Uttering or attempting to utter fraudulent or false documents.

### **8.2.3(xiii) Bribery or corruption**

Giving or receiving or attempting to give or receive any bribe or doing or attempting to do, or inducing or attempting to induce any person to do, any corrupt act to the detriment of the school.

**8.2.3(xix) Forgery**

Falsifying or changing any document with fraudulent intent or attempting to do so.

**8.2.3(xx) Misappropriation**

Applying or attempting to apply to a wrong use, for any unauthorised purpose, any funds, assets or property belonging to the school or school children.

**8.2.3(xxi) Illegal collective job action**

Any concerted action by two or more employees to withdraw their labour or go slow or work to rule or otherwise interfere with the normal operation of the school in furtherance of a dispute.

**8.2.3(xxii) Incitement to strike**

Any action by an employee to incite, persuade or encourage another employee to take illegal collective job action.

**8.2.3(xxiii) Sabotage**

Any act by an employee or group of employees to interfere with the normal operations of the school by damaging any plant, machinery, furniture or equipment or by interrupting any supplies of power, fuel, material or services including abandoning tasks necessary to the operations at the school.

**8.2.3(xxiv) Breach of confidence**

An employee who has access to confidential information by virtue of his or her position commits an act of misconduct if he or she discloses such information to unauthorised people.

**8.2.3(xxv) Criminal conviction**

An employee is guilty if he or she is convicted of any criminal case than traffic offence and sentenced to imprisonment without an option of a fine.

**8.2.3(xxvi) Disobedience of orders and breach of school rules or conditions of employment**

An employee disobeys or breaches school rules if he or she shows clear intention that he or she will not carry out the order or does in effect not carry out the order which may be in the form of safety rules, school regulations, standing orders, circulars or instructions whether written or oral brought to the notice of the employee by a person in authority must be obeyed unless they are unlawful.

**9. Schedule of penalties**

CLASS OF ACT OF MISCONDUCT	1ST OFFENCE	2ND OFFENCE	3RD OFFENCE	4TH OFFENCE
MINOR	VERBAL WARNING	FIRST WRITTEN WARNING	FINAL WRITTEN WARNING	DISMISSAL
SERIOUS	FIRST WRITTEN WARNING	FINAL WRITTEN WARNING	DISMISSAL	
DISMISSABLE	DISMISSAL			

**10. Disciplinary procedures**

- 10.1 There should be no selective application of the law; the same procedures will be applied equally to all employees.
- 10.2 Every employee who is found to have committed a minor offence or misconduct may be disciplined informally by any person who stands in a supervisory position to him or her in the presence of an employee representative.
- 10.3 Any supervisor shall, if he or she has reasonable grounds to believe that a serious offence has been committed, formally lodge a written report. The report will be completed in quadruplicate, one copy being delivered to the School Head, one to the chairman of SDA/C, one to the accused and one retained by the person making the report (complainant).

- 10.4 The line supervisor shall ensure investigations of the alleged misconduct are conducted, and shall compile the record incorporating the evidence drawn.
- 10.5 The chairperson of the SDA/C should be notified immediately of all cases likely to result in a Final Written Warning or dismissal.
- 10.6 The Chairperson of the hearing will notify the alleged offender of the venue, date and time to attend the bearing and should make sure the case is concluded within nine days.
- 10.7 The chairperson of the SDA/C in co-ordination with the School Head will inspect the record to make sure that it complies with the requirements of this CODE and then forward it to the disciplinary hearing committee as defined in 6.1.15 and together they will fix a date, time and venue for a hearing to be conducted. The School Head will secure the attendance of the accused employee using Form ZSDA/C 05; the writer of the misconduct report, representative of the employee, and such witnesses as may be required for the hearing.
- 10.8 At the hearing, the line supervisor will-
  - 10.8.1 Put the charges to the employee (making sure that the charge is understood) and invite the employee to accept or deny the charge.
  - 10.8.2 Ensure that where available, evidence is given by witnesses giving room for cross examination of the witnesses.
- 10.9 The line supervisor, when satisfied that the facts have been established, will, in the absence of the accused, ask for comments from the employee's representative (if present).
- 10.10 In arriving at the decision, the disciplinary hearing committee will take into account, the following factors, if applicable-
  - 10.10.1 That the offence was involuntary, impossible to avoid, justifiable or reasonable.
  - 10.10.2 That the allegation is found to have been false or malicious.
  - 10.10.3 That the offence arose as a result of conflicting or unclear instructions.
- 10.11 The Disciplinary Hearing Committee will then dismiss the charges or impose such penalty as is provided for in this code as is appropriate and such decision shall be recorded in writing.
- 10.12 The record will be filed in the employee's personal file and a copy shall be given to the employee.

## **11. The appeals procedure**

The Appeals Procedure provides for a system where an employee who has been subjected to disciplinary proceedings, whether written warnings or dismissal is able to seek redress should he or she feel that proceedings were conducted in an unfair and unjust manner. A disconcerted employee shall follow the following channel-

- 11.1 Within seven days of being informed of the disciplinary action taken against him or her by the immediate supervisor, the employee concerned shall notify the Head of Department and Human Resources Chairperson of his or her intention to appeal and the following shall be contained in the letter of appeal-
  - (i) the charge that was laid,
  - (ii) the decision reached,
  - (iii) reasons for appeal.
- 11.2 If an employee is not satisfied with the decision of the disciplinary hearing committee in Stage I, he or she may appeal within seven days to an appeal committee in Stage II which shall hold disciplinary proceedings as outlined in the Employment Code of Conduct.
- 11.3 If still not satisfied with the decision of the appeals committee in Stage II, the employee may appeal to the NEC appeals committee within seven days which shall hold disciplinary proceeding as outlined in the Employment Code of Conduct.
- 11.4 If still not satisfied with the decision of the NEC appeals committee in Stage III, the matter is then referred to the Labour Court when thirty days have lapsed and the matter has not been resolved either party may refer it to a designated agent.

It should be noted that all appeals should be lodged within the stipulated periods as indicated in the Employment Code of Conduct. All appeals after this stage go to the Labour Court.

## **12. The administration of discipline**

### **12.1 Verbal warning**

The verbal warning must take place in front of an employee representative.

### **12.2 Written Warning**

- 12.2.1 A written warning may be given when a verbal warning is considered inadequate or when a current, similar verbal warning has not had a desired effect.
- 12.2.2 Written warning may be specified as final written warning in very serious offences, serious written warning in serious offences and written warning in minor offences.
- 12.2.3 Written warning will be given by a line manager/supervisor or from Human Resources Chairperson.
- 12.2.4 Dismissal may only be administered by persons who have been authorised to do so.
- 12.2.5 N.E.C should be notified in writing on all cases of dismissal so that the dismissal is noted and recorded.

### **12.3 Validity of warning**

- 12.3.1 Written warning has a validity of two months.
- 12.3.2 Serious written warning has a validity of three months.
- 12.3.3 Final written warning has a validity of six months.
- 12.3.4 In the event that an offender commits the same offence while a warning is still valid, the penalty that the second offence will attract is one higher penalty than that normally prescribed for that level in this code for the particular offence.

### **12.4 Demotion or reduction in pay**

An employee may be demoted or his or her wages/salary reduced by the Chairperson of the School Development Association or Committee after receiving recommendation from the hearing officer.

- 12.4.1 Demotion or alternative reduction in pay is only to be applied when the employee has been proved to be incompetent to perform his or her assigned job, or when his or her conduct indicates his or her unsuitability to continue in his or her position.
- 12.4.2 No employee shall be demoted to more than three subgrades below his or her current grade.
- 12.4.3 After two years in the demoted grade an employee will be eligible to apply for a higher position (if available).
- 12.4.4 If an employee is demoted he or she may appeal to the council if he or she is not satisfied with the decision of the appeal committee.

### **12.5 Loss of privileges**

- 12.5.1 It shall be up to the discretion of the hearing officer to recommend the loss of privileges or forfeiture of privileges (such as bonus) in place of any other punishment.
- 12.5.2 If an employee loses his or her privileges he or she may appeal to the council if he or she is not satisfied with the decision of the appeal committee.

### **12.6 Dismissal**

An employee may be dismissed in the following circumstances-

- 12.6.1 For a dismissible offence.
- 12.6.2 When a final written warning that has been given for the same offence is still valid.
- 12.6.3 In exceptional cases, where a final written warning would have been appropriate and when there are extreme aggravating circumstances.

## **13. Suspension pending investigation**

- 13.1 Suspension without pay pending investigation will be up to a maximum of 14 working days which period may be extended with pay and benefits for a justifiable cause for a further period not exceeding 14 working days beyond which the matter falls away.
- 13.2 The SDA/C chairperson shall have the prerogative to suspend the employee if necessary.
- 13.3 An employee will be immediately suspended without pay and benefits, and removed from the school premises (by security personnel if need be) in any of the following-
  - 13.3.1 Where there is any threat of damage to school property, SDA/C property.

- 13.3.2 Where there is a threat on the person of an employee, school child, parent or any other person on school premises.
- 13.3.3 In any matter as indicated in 8.2.3.
- 13.3.4 Conviction by the courts resulting in the imposition of a prison sentence without the option of a fine.

## **14. Responsibilities of parties**

### **14.1 The role of the SDA/C Chairperson**

The responsibility for taking of disciplinary action lies with the SDA/C Chairperson in consultation with the School Head.

### **14.2 Role of the employee representative**

An employee representative may be present at every hearing of a disciplinary matter or grievance which relates to employees. It is the prerogative of the employee to determine who will represent him or her-

- 14.2.1 If a representative is present, he/she will be entitled to contribute to the hearing and will be required to comment on the matter under consideration, and the suitability of the discipline to be administered.
- 14.2.2 The choice of an employee representative to attend a disciplinary hearing is the prerogative of the accused employee. Refusing to participate will constitute misconduct on the part of the nominated representative.
- 14.2.3 The quorum shall consist of one member from the employees and one member from the employers.

### **14.3 Role of the School Development Association/Committee**

The School Development Association/Committee or its representative will ensure that all disciplinary matters have been properly investigated, heard and settled. The Association/Committee will advise and make a ruling on relevant disciplinary matters where necessary.

## **15. Repeal**

The Labour (Employment Code of Conduct: National Employment Council for School Development Association and Committees in Government and Council run Schools) Regulations, 2016, published in Statutory Instrument 72 of 2016, are repealed.

### *Declaration*

Memorandum of Agreement for the Code of Conduct and Grievance Procedure made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*] between Zimbabwe School Development Associations and Committees of Zimbabwe (ZSDA/C) (herein referred to as "the employer" or "the employer's organisation"), and the National Education Union of Zimbabwe (NEUZ) (herein referred to as "the employees" or "the trade union") having arrived at the agreement set forth here in the undersigned hereby declare that the foregoing is the agreement arrived at and affix their signatures therein.

Signed at Harare on behalf of the parties this Tuesday the 31st of March, 2015.

CLAUDIO MUTASA,  
ZSDA/C President,

*On behalf of Zimbabwe School Development Associations  
and Committees for Government and Council run Schools.*

DENSON FARAI SHAPETA,  
NEUZ National Council Chairman,  
*On behalf of National Education Union of Zimbabwe.*

VIMBAI SANGO,  
NEC General-Secretary.  
*On behalf of NEC for Zimbabwe School  
Development Associations and Committees.*

RASTON JOHN CHINYAMUNYAMU,  
NEC Executive Chairman.

**APPEAL/GRIEVANCE FORM**

[First/Second/Third Appeal (*delete whichever inapplicable*)]

Date:

EMPLOYER:

EMPLOYEE'S NAME:

DESIGNATION:

APPEAL/GRIEVANCE:

(Please attach additional sheets of paper if necessary)

SETTLEMENT DESIRED

SIGNATURE OF APPELLANT

DATE:

OUTCOME OF GRIEVANCE(if necessary, reasons for failure to reach a settlement):

SIGNATURE OF CHAIRPERSON OF APPEAL COMMITTEE:

DATE:

**FORM: ZSDA 02  
MISCONDUCT DETERMINATION FORM**

Employer:

Province:

**FORMAL WARNING:-** First/Second written warning/Final written warning.  
(*Delete whichever is inapplicable*)

To:

Date:

In terms of the Zimbabwe Schools Development Association and Committees for Government and Council run Schools Industry Disciplinary Code of Conduct you are hereby advised that despite previous verbal or formal warning you have persisted in committing?

offence. You are therefore now being given your [First/Second/Third/Final Written Warning (*delete whichever is inapplicable*)]. A copy of this warning will go into your personal file.

If you persistently ignore such warning appropriate and severe disciplinary action will be taken against you. It is hoped that you will take heed and mend your ways.

Full Name:

Designation:

Date:

For the School Head

WARNING RECEIVED AND UNDERSTOOD

Full Name:

Designation:

Signed:

Employee

Witness:

Worker Representative

- DISTRIBUTION: 1 Original to employee  
 1 Copy to Chairman  
 1 Copy to School Head  
 1 Copy to Chairman, Workers Committee

Period of Validity of all warnings is set out in paragraph 11.3 of Disciplinary Code and Procedure.

**Note: it is your right to appeal against this decision if you feel that you have been unjustly treated within 5 days of receipt of this charge**

**FORM: ZSDA 03  
NOTICE OF SUSPENSION**

Name of Employee:  
Employer:

Date:

Position Held:

Nature of Offence:

We regret to inform you that we find it necessary to suspend you without pay as from today

20 , while your offence is being investigated If it is subsequently decided to dismiss you this will be effective from the date we inform you of our decision. If, however it is decided not to dismiss you and/or alternative action is taken against you this will be communicated to you likewise and your pay will be re-instated accordingly.

Please write a report of what took place within 24 hours.

Signature of Employee:

Signature of Employer:

- DISTRIBUTION: 1 Original to employee  
 1 Copy to Chairman  
 1 Copy to School Head  
 1 Copy to Chairman, Workers Committee

**\* Please note the hearing is supposed to be conducted within 14 days.**

**FORM: ZSDA 04  
APPEAL AGAINST DETERMINATION FORM**

[First/Second/Third Appeal (*delete whichever inapplicable*)]

Date:

EMPLOYER:

EMPLOYEE'S NAME:

DESIGNATION: SIGNATURE

DETERMINATION BEING APPEALED AGAINST:

APPEAL:

(Please attach additional sheets of paper if necessary)

**ACKNOWLEDGEMENT OF APPEAL**

NAME

DESIGNATION

SIGNATURE

DATE



**FORM: ZSDA 05**  
**NOTICE TO ATTEND DISCIPLINARY HEARING**

Name of Employer:

To:

You are hereby notified of a

*(Employer's name)*

Disciplinary Hearing that will be held on

*(Date of hearing)*

at

at

*(Time)*

*(Venue where hearing will be held)*

**ALLEGED OFFENCE/COMPLAINT**

Please note that the following allegations have been laid against you Place:

Date:

Place:

Details:

You are further notified that you are entitled to be represented by a workers committee representative or a member of an appropriate trade union. Failure by yourself to attend the hearing, either in person, or through a representative, shall in no way invalidate the proceedings and the proceedings will commence in your absence. You are required to be present throughout the proceedings. You will have the right to put your case before the enquiry by presenting evidence yourself and by calling your own witnesses to testify at the enquiry. You and your representative will be given the opportunity to challenge the evidence brought against you at the enquiry. You may within 5 working days of the date of the notice of the chairperson's findings pursue the matter through the appropriate appeal procedures.

Should you voluntarily resign from the employer's service before being found guilty, further disciplinary measures against you shall be suspended and any moneys due up until the date of your resignation shall be paid to you. You are advised that the disciplinary enquiry could result in your dismissal. Should you admit to the charges before or during the disciplinary enquiry, it shall be deemed that you are guilty of the charge.

I hereby certify I have received a copy of this notification, and that I understand the allegations against me, and I understand that the allegations are of a serious nature and that I may be dismissed if found guilty.

Received by:

Signature:

Date:

Time:

**S.I. No. 88 of 2016: Collective Bargaining Agreement: Electronics, Communications and Allied Industry**

*(Sections 79 and 80)*

IT is hereby notified that the Collective Bargaining Agreement set out in [the Schedule](#) shows the agreement made under the National Employment Council for Electronics, Communications and Allied Industry and the agreement has been registered in terms of section 79 and is hereby published in terms of section 80 of the Labour Act [*Chapter 28:01*].

**Schedule**  
**CODE OF CONDUCT**

This notice serves to inform all parties that the Electronics, Communications and Allied Industry Employers' Association (herein referred to as "the employers") and the Electronics, Communications and Allied Industry Workers Union (herein referred to as "the employees" or "the trade union") being parties to the National Employment Council for Electronics, Communications and Allied Industry have in accordance with the provisions of the Labour Act, as amended, agreed to a new code of conduct for the Industry as follows-

## 1. Title

This document shall be referred to as the National Employment Council for Electronics, Communications and Allied Industry Code of Conduct and Grievance Handling Procedure, simply referred to as "the Code". This code is drafted in terms of section 101 of the Labour Act [*Chapter 28:01*] as read together with Statutory Instrument 379 of 1990.

## 2. Preamble

The aim of this code is to educate, provide corrective action and ensure that satisfactory standards of discipline are maintained, in conformity with the Labour Act [*Chapter 28:01*].

This Code sets out general policies and guidelines and also provides uniform procedures to fairly, justly and equitably administer discipline and acts as a formal means of redressing grievances. Although it is fairly comprehensive, it cannot cover every specific case that can occur hence officials administering the Code and the employees must have regard to the spirit behind it when dealing with such cases. Administering officials shall also act in good faith and discretion must be used when administering the Code of Conduct.

## 3. Application

This Code shall apply to all non-managerial employees from grade A1 to C4 including employees on probation, fixed term contracts permanent contracts and all others employed on casual terms. Once registered, this Code shall be binding on all parties and shall be implemented without exception when disciplinary action is taken as well as when handling grievance issues.

## 4. Date of operation

The Code is to come into operation from the date of its registration by the Registrar of the Ministry of Public Service, Labour and Social Welfare as specified in the Labour Act [*Chapter 28:01*].

## 5. Amendment

The Code may be reviewed and/or amended at a full council meeting of the National Employment Council. All amendments shall be registered with the Ministry of Public Service, Labour and Social Welfare.

## 6. Definitions

Any expressions used herein which are defined in the Labour Act [*Chapter 28:01*] and any amendments thereafter and its related statutory regulations, unless otherwise defined or specified herein have the same meaning as those in the Act. Words in singular sense shall refer to plural sense, unless, the words are inconsistent with the text.

In this Code-

**"Act"** means the Labour Act [*Chapter 28:01*];

**"appeals Committee/Authority"** means the Appeals Committee established and empowered to hear and determine appeals from decisions of the Disciplinary Committee in terms of this Code;

**"conflict of Interest"** means the circumstance of a public officeholder, or the like, whose personal interests might benefit from his or her official actions or influence/or person who finds that one of his or her activities, interests, etc., can be advanced only at the expense of another of them;

**"council"** means the National Employment Council for the Electronics, Communications, and Allied Industry;

**"day"** refers to any working day appropriate to the industry;

**"Disciplinary Committee"** means a committee set up at company level composed of equal employer and employee representatives to preside over and decide over disciplinary cases;

**"Electronics, Communications and Allied Industry"** means without in any way limiting the ordinary meaning of the expression, the industry in which employers and employees are associated together for the purpose of repairing, servicing, manufacturing, assembling, supplying, installing, and providing services related to: fixed or mobile communications and allied services, including transmission and infrastructure, computer networks and support products, internet and e-mail service providers, electronic amusement machines, electronic security systems, electronic business equipment, radio and television;

**"employer"** means any person whatsoever who employs or provides work for any person in the electronics, communications, and allied industry and remunerates, or expressly or tacitly undertakes to remunerate him including the manager, agent or representative of such person first referred to; who is in charge or in control of the work upon which such second person referred to is employed and shall include a self-employed person or working employer;

**"employee"** means any non-managerial person employed by or working for an employer, and receiving or entitled to receive any remuneration in respect of such employment or work within the industry;

**"grievance"** means any dissatisfaction or feeling of injustice arising out of the work itself or work situation;

**"lawful order"** means an order in the interest of the company and within the parameters of one's job;

**"NEC Appeals Committee"** means a subcommittee drawn from the NECs' Executive Committee and empowered to hear and determine cases of appeals from the decisions of the highest authority at company level in terms of the Code;

**"offence"** means an act of misconduct;

**"officer"** means a person appointed by the employer to exercise functions and powers conferred upon the disciplinary and grievance committee in terms of this Code;

**"penalty"** is a corrective action or discipline to be administered as a result of the offence committed.

## **7. Aims and objectives of the Code**

- (a) to facilitate uniform procedures for corrective action where the employer/employee behaves in an unsatisfactory manner or breaches the standard rules;
- (b) to provide the mechanism or procedure for careful investigation of offences before corrective/disciplinary action can be administered;
- (c) to ensure prompt action by the responsible parties or committees on all issues concerning discipline or grievances;
- (d) to ensure equating an offence to the resultant corrective action, allowing for mitigation or aggravating factors;
- (e) to guarantee the right of an employee to appeal or express a grievance and or disciplinary action using the channels and procedures set out in this Code;
- (f) to ensure the consistent, fair and just application of the provisions of this Code;
- (g) to provide a framework of rules and procedures that are known to all employers/employees as it is a fundamental requirement for natural justice;
- (h) to provide for the rights and responsibilities of management, workers committee, and individual employees;
- (i) to provide a framework for expeditious resolution of disciplinary and grievance issues.

## **8. Principles**

- (a) personnel should behave in a manner that is conducive to fulfilling their terms of contract of employment;
- (b) educative and corrective approach: In general, disciplinary action should, in the first instance, be educational and then corrective. Punitive action should only be taken when the earlier steps have proved ineffective;
- (c) uniformity/equitably and consistency: As far as possible, similar offences committed in similar circumstances should be treated equitably through the award of a similar reprimand, allowing for mitigating and aggravating circumstances;
- (d) expedience: justice ought to be done as swiftly as possible;
- (e) fairness: every disciplinary or grievance issue must be done fairly. Further, since every disciplinary system is dependent on human judgment, errors may occur. An appeal system is therefore an integral part of this Code;
- (f) representation: there should be respect for the rights and responsibilities of employee representatives and employer representatives. The employer and employees have the right to be represented by eligible representatives;
- (g) there should be promotion of conciliation rather than confrontation.

## **9. Duties and rights of management**

Management shall have the following rights and duties in terms of this Code-

- (a) to ensure that grievances, disputes, commissions and omissions are resolved in accordance with the provisions of this Code;
- (b) to cooperate with the workers committee in all reasonable requests pertaining to worker education;
- (c) to ensure that duties of workers are adequately defined and understood;
- (d) to ensure compliance with all laws, collective bargaining agreements and other applicable instruments;
- (e) to act in good faith in its relationship with the workers committee, and other relevant stakeholders;
- (f) to encourage productivity, honesty, integrity and commitment at the workplace;
- (g) to ensure that the following are not practised in the organisation: nepotism, favouritism and unfair

labour practices;

- (h) to draw up output standards and other indices for assessing performances;
- (i) to provide a healthy and safe environment for employees;
- (j) to provide the code of conduct to employees.

## **10. Duties and rights of employees**

Employees shall have the following rights and duties-

- (a) to co-operate with employers in establishing industrial relations principles subject to the law and this Code;
- (b) at all times uphold the organisation's best interests;
- (c) maintain absolute integrity and honesty in the discharge of duties;
- (d) obey all lawful and reasonable orders and instructions as may be issued from time to time by the employer or by any person to whom authority has been delegated;
- (e) to ensure compliance with all laws, collective bargaining agreements and other applicable instruments;
- (f) discharge and perform assignments, duties and obligations in conformity with the company's professional and ethical standards;
- (g) conduct all business and staff relations with clients in an honest, courteous and transparent manner;
- (h) not to engage in any criminal, fraudulent, dishonest or discreditable conduct in and outside the employer's premises;
- (i) to familiarise themselves with provisions of this Code;
- (j) to act in good faith in their relationship with their employers;
- (k) maintain a high record of punctuality and shall not perform unofficial activities during working hours, showing commitment and dedication to work;
- (l) carry out their work with due diligence, reasonable skill and competence, as they expressly or impliedly hold themselves out to possess and in accordance with the terms and conditions of their employment, as specified in employment regulations or individual contracts of employment, as the case may be;
- (m) take reasonable care of the property of the employer in order to avoid damage, loss, destruction or deterioration;
- (n) observe agreed procedures for the settlement of grievances and disputes;
- (o) to wear appropriate clothing during the performance of their tasks or work.

## **11. The works council**

The aims and objectives of the works council are to reduce disputes and maintain discipline.

## **12. Inquiry procedure**

Where it appears to the Employer that an employee ("the alleged offender") has committed an offence-

- (a) the employer shall appoint an investigating committee that should be composed of equal members: (at least) two from management and two from the employees and a chairperson; or investigating officer where there are less than ten employees in accordance with the principles of natural justice;
- (b) the investigation committee or investigating officer must complete investigation within 14 days of the notice of investigation being served on the alleged offender, and shall communicate the results of this investigation to the employer in writing;
- (c) if the employer believes that an offence has been committed the employer must convene a disciplinary hearing within 14 working days of investigation notice being served on the alleged offender and shall give the alleged offender at least three working days' notice in writing of the date and time of the hearing.

## **13. Suspension from duty**

- (a) depending on the evidence available, the employee may be suspended in writing with or without pay and benefits, until a hearing is held by the Disciplinary and Grievance Committee and a decision shall be reached;
- (b) the reason for suspension would be to allow investigations.
- (c) the suspension period shall not exceed 14 working days and suspension without pay shall not

exceed 14 working days;

- (d) where an employee is suspended from duty and is subsequently found not guilty, he or she shall be given a letter to that effect and shall immediately be reinstated. If the employee was suspended without pay and benefits, these shall be reinstated with effect from the date of suspension;
- (e) where an employee was suspended from duty and is subsequently found guilty of a dismissible offence the employee shall be given a dismissal letter. The date of termination of employment shall be the date on which the employee was suspended. The employer shall not pay wages and benefits for the time the employee was under suspension;
- (f) whether the employee was suspended or not, the employer shall within one month, pay all the terminal benefits that are due to the employee that is if the employee is dismissed in terms of the code.

#### **14. Composition of Disciplinary and Grievance Committee**

(1) Every company shall have a disciplinary and grievance committee of equal members drawn from workers and management. The committee shall be serviced by an officer appointed by the employer to exercise functions and powers conferred upon the disciplinary and grievance committee in terms of this Code-

- (a) two management representatives;
- (b) two workers representatives;
- (c) one member from management chairing;
- (d) one neutral person-minutes taker.

(2) In cases of companies with less than 10 employees where a disciplinary and grievance committee cannot be formed or companies that cannot constitute a Disciplinary Committee of at least two members the highest authority shall appoint a disciplinary authority who shall hear the matter and conclude the matter.

#### **15. Disciplinary procedure**

Where it appears to the committee that an employee ("the alleged offender") has committed an offence, the committee shall forthwith investigate into the circumstances of the alleged offence, and convene a hearing and shall in particular-

- (a) notify the alleged offender in writing of the date, time, and place of the hearing and the nature of the alleged offence;
- (b) ensure the attendance of relevant witnesses or concerned parties;
- (c) assemble for the hearing, all relevant information, in whatever form, concerning the alleged offence;
- (d) afford the alleged offender the opportunity of questioning any witness or other concerned party present at the hearing and of making a statement in his or her defence;
- (e) generally conduct the hearing in accordance with the principles of natural justice.

#### **16. Informal warning (verbal)**

- (a) informal warnings save in circumstances warranting obvious immediate disciplinary action, may be given by the immediate superior where a departure from desired standards has occurred;
- (b) the employee concerned should at this point, be advised that formal warnings and disciplinary action could follow if the warning is ignored;
- (c) where necessary, corrective action in the form of guidance follows up and training should be implemented. It must be noted that the employee does not need to sign his name anywhere. The supervisor merely records the date when the verbal warning was given for record purposes as well as tracking purposes where counselling is involved.

##### *Stage 1*

The immediate supervisor after the date of discovery of an act of misconduct, notifies the employee concerned in writing of the particulars of the alleged act of misconduct. Notification of hearing should be a minimum of three working days from the date of receipt of documentary evidence and report of the investigation.

##### *Stage 2*

Written statements from the respondent and documentary evidence to the matter shall be obtained within three working days. The report of the investigation shall be forwarded to the chairperson or his or her representative who shall study written statements and decide whether to convene a hearing or not in consultation with the immediate supervisor.

##### *Stage 3*

Where there is a case to answer the chairperson shall convene a meeting of the Disciplinary Committee to hear the alleged breach. The meeting shall be called for as soon as possible after the incident or allegation giving both

parties time to prepare their case, but in any event not later than four consecutive days from day of notification of hearing.

#### Stage 4

If the respondent is found guilty of misconduct, the Disciplinary Committee may impose any of the penalties specified in the categorised acts of misconduct, and the penalty shall be entered in the record. He or she shall be informed of the decision in writing within three working days and the effective date of dismissal if it is a dismissible offence.

At the conclusion of the hearing, if the committee is satisfied that-

- (a) the alleged offender has not committed an offence, the officer shall advise the alleged offender in writing accordingly, and where the committee considers it so desirable, publicise the findings within the organisation;
- (b) the alleged offender has committed an offence, the committee shall then take appropriate disciplinary action specified in [the Schedule](#) in relation to the offence, the officer shall notify the alleged offender of the results of the hearing.

### 17. Policy

It is the policy of the council that-

- (a) no disciplinary action will be taken against an employee until the case has been fully investigated. Such investigations must not take longer than 14 working days;
- (b) before an employee can be held accountable for breaches of rules and regulations, he or she must be made aware of them;
- (c) all disciplinary procedures will be conducted fairly, expeditiously and with consistency. Disciplinary procedure must not take longer than 30 days i.e. from the date disciplinary proceedings commence until such time, the employee is served, in writing with a letter notifying him of the determination;
- (d) the employee concerned shall be advised in writing of the nature of the offence alleged against him/her and shall be given the opportunity to state his case before any decision is made;
- (e) An accurate record, acknowledged by all parties involved, on appropriate form must be completed for all disciplinary cases;
- (f) an employee shall have the right to appeal against any disciplinary penalty.

### 18. Proceedings of the disciplinary committee

- (a) the chairperson shall ensure that all parties are present at the hearing but the hearing may be conducted in the absence of the respondent (offender) if he fails to attend the hearing after notice without any reasonable grounds and excuse;
- (b) the chairperson shall outline the charges against the respondent and shall ask the respondent to respond to the charges;
- (c) the chairperson shall allow a witness(es) to give evidence and the respondent shall be free to cross-examine any witness;
- (d) the respondent shall be entitled to appear in person at the hearing or to be represented by any other member of staff of his or her choice or by a trade union official/officer or a legal practitioner and to call any witness he or she may wish to give evidence on his or her behalf;
- (e) any hearing shall be conducted in an informal manner and the rules of procedure and evidence applicable in criminal or civil matters need not be observed at the hearing provided that the chairperson of the Disciplinary Committee shall ensure that substantial justice is done;
- (f) other members of the Disciplinary Committee shall be free to ask any question relevant to the hearing;
- (g) the chairperson may adjourn the proceedings for further investigations and shall specify the date on which the Disciplinary Committee shall be reconvened;
- (h) the chairperson shall summarise all the evidence before the committee and the Disciplinary Committee shall assess the evidence and arrive at a decision. Where no consensus can be reached the Chairperson of the Disciplinary Committee shall have a casting vote and shall give his or her determination on the matter, stating his or her reasons for reaching such determination, and this determination shall be binding;
- (i) if the respondent is found guilty of an act of misconduct, the Disciplinary Committee may impose any of the penalties specified in the categorised acts of misconduct, and the penalty shall be entered in the record. The respondent shall be informed forthwith of the decision of the Disciplinary Committee and the penalty imposed upon him or her;
- (j) in arriving at the penalty the Disciplinary Committee shall take into account the following-

- (i) the employee's disciplinary record,
  - (ii) mitigating and aggravating circumstances,
  - (iii) any entries in the respondent's records;
- (k) the Chairperson shall ensure that a record of the proceedings shall be in the employee's file. This shall be signed by the Chairperson, an employer representative and an employee representative and shall be kept for a period not less than twelve months.

## **19. Appeals**

Any person who is aggrieved by the decision of the Disciplinary Committee or Disciplinary Authority shall have the right to appeal in writing to the highest authority at the workplace, within three working days of being notified of the decision by the committee giving full grounds and reasons for the appeal. On receipt of the appeal, the authority shall consider the summary from the committee, having due regard to the principles of natural justice, and, if he or she is satisfied that the alleged offender committed an offence then he or she may take whatever disciplinary action (if any) is appropriate in terms of [the Schedule](#) within seven working days. The aggrieved will be notified of the decision of the appeals Authority within three working days in writing.

## **20. Composition of the Appeals Authority**

(1) An Appeals officer who is the head or manager of the human resources or the Chief Executive Officer or the Director at the workplace shall be appointed to hear the appeal. Further, provided that a person appointed as an Appeals Officer was not involved in the disciplinary hearing at the workplace.

(2) Any person who is aggrieved by a decision of the Appeals Authority at the workplace has the right to appeal in writing to the National Employment Council within seven working days of being notified of the employer's decision, giving full grounds and reasons for appeal.

*NB:* Those who sit at disciplinary committees shall not sit at the appeals committee. In cases of companies with less than ten employees or which do not constitute an appeals committee, appeals will be directed to the highest authority.

## **21. Appeals to the National Employment Council**

All the appeals against the decision of an Appeals Committee or Authority shall lie with the National Employment Council. Issues referred to the National Employment Council Appeals Committee shall cover both the procedural and substantive issues.

## **22. Composition of the NEC Appeals Committee**

(1) The NEC Appeals Committee shall be composed of-

- (a) chairperson;
- (b) three representatives from the trade union;
- (c) three representatives from the employers organisation.

(2) It is noted that any four (4) members of equal representation shall form a quorum.

(3) The chairperson and the secretary of the committee shall be from the NEC or NEC Chairman The Chairperson shall exercise a casting vote in the event of an equality of votes.

## **23. Functions of the NEC Appeals Committee**

(1) The functions of the committee shall be-

- (a) to process appeals and all necessary documents and submissions relevant to the appeal from the parties to the dispute;
- (b) to ascertain that the Code of Conduct procedures have been complied with, and that no variation, deviation or misinterpretation has occurred or has been perceived during the conduct of any disciplinary or grievance resolution proceedings, and to order remedial action where breaches have been noted;
- (c) to ascertain that any charge or allegation involving disciplinary action has been properly determined;
- (d) to ensure that at all times during the application of the Code the basic rules of natural justice and due process have been observed with particular regard procedural and substantive fairness.

(2) In the event that the Appeals Committee determines that there has been-

- (a) a breach of disciplinary procedure; or
- (b) incorrect determination of a charge or allegation; or
- (c) any other violation of the code that is deemed to be prejudicial to either the employer or employee,

the NEC Appeals Committee shall in discharge of its authority; give the appropriate remedy to any breach in terms

of the relevant code of conduct, in the event of any party not being satisfied with the decision of the NEC Appeals Committee, the party may appeal to the Labour Court within 21 working days of receipt of such determination:

Provided that the NEC Appeals Committee shall on its sole discretion decide an appeal before it on the record provided or call for a hearing or call any further information or witnesses as it deems fit under the circumstances.

## **24. Grievance procedure**

The grievance procedure outlined below applies to both individual and collective grievances-

- (a) any person who wishes to raise an issue as a grievance shall do so with his or her immediate supervisor and with the workers committee, using a form prescribed for the purpose by the Council;
- (b) no person shall be allowed to handle or deal with grievances in which the complaint being made involves him or her;
- (c) grievances will be resolved at the lowest management level possible and as expeditious as possible;
- (d) the Employment Council Secretariat may at any stage in the procedure be consulted for information by management, workers committee/workers representatives or the employee;
- (e) all grievances will be dealt with in good faith, without discrimination or victimisation.

### Stage one

- (i) Stage one will deal with any matter which an employee or group of employees reporting to one superior, wish to raise as a grievance,
- (ii) An employee who wishes to raise any issue in which he or she is directly concerned must first raise it with his or her immediate superior making it clear that this is the first step of the procedure,
- (iii) An employee who wishes to raise an issue against his or her immediate superior must raise it with the superior who is next in line,
- (iv) If the superior does not settle the issue to the satisfaction of the employee, the latter may if he or she wishes to obtain the assistance of his or her workers' representative to raise the matter further with the superior,
- (v) If any issue affects two or more employees answerable to the same superior, the workers representative may be accompanied where appropriate by not more than two of the employees concerned to raise the issue with the appropriate superior,
- (vi) If a satisfactory solution is not reached within a maximum of three working days of the issue first being raised the grievances will be referred to the department/branch section head.

### Stage two

- (i) This stage will deal with issues not resolved at stage one,
- (ii) The department branch/section head will arrange a meeting in which he or she, the immediate superior of the grievant and the grievant will be present together with a maximum of two workers' representatives,
- (iii) The meeting shall take place within two working days of the grievance being referred to the department/branch/section head,
- (iv) If longer time is needed this must be agreed to by both management and workers' representatives and the immediate superior of the grievant,
- (v) If a satisfactory solution or decision is not reached within two working days from the first meeting with the department/branch/section head and workers representatives, a written notification of failure to reach agreement, signed by the employee raising the grievance, the workers' representatives and the immediate superior shall be forwarded to the chief executive/general manager or his or her appointee,
- (vi) Where a grievant is not satisfied with the decision of the head of department he or she can appeal to the highest authority within five working days.

### Stage three

- (i) Stage 3 will deal with any matter that has not been resolved at stage 2,
- (ii) The highest authority or his appointee shall resolve the issue within three working days,
- (iii) The highest authority or his appointee shall review all the evidence presented in the matter and he or she may also carry out further investigations of the matter, as he deems necessary,
- (iv) The chief highest authority shall pronounce his or her decision within five working days of the appeal and his or her decision will be regarded as final as far as the company is concerned,
- (v) Should the grievant not be in agreement with the solution and decision as determined by the highest authority after 30 days he or she has the right of appeal to the designated agent of the employment



council for determination within seven working days.

## **25. Records**

A written record or summary shall be made available for further reference at the conclusion of all proceedings taken in terms of this Code, which record or summary shall be made at the conclusion of such proceedings and decision, and shall be kept for a period of at least twelve months.

## **26. Time limit**

(1) All proceedings of the Disciplinary and Appeal proceedings should be completed within 30 days from the date the offence was committed. 14 days should be within the disciplinary procedure and another 14 days within the appeal procedure.

(2) If 30 days elapse and the matter has not been dealt with, either the complainant or the alleged offender has the right to refer the matter to the Designated Agent who will deal with the matter in terms of the provisions of section 93 of the Labour Act [*Chapter 28:01*].

## **27. Duration of warning**

The duration of warnings shall be-

- (a) for verbal warnings - three months;
- (b) for written warnings - six months;
- (c) for final warnings - twelve months.

*NB:* Judgments should not be influenced by expired warnings:

## **28. Definitions of Acts of Misconduct**

The following words or expressions will be interpreted to include the meanings that follow-

### **1. Absence without leave**

It is an act of misconduct for an employee to-

- (a) be away from work without authority;
- (b) fail to turn up for work;
- (c) overstay Iris leave;
- (d) proceed on leave without signed leave forms or without reasonable cause.

### **2. Abuse of discretion**

It is an act of misconduct for an employee to exceed or abuse discretion reposed or granted to that employee or to act outside authority granted or laid down.

### **3. Abuse of sick leave**

It is an act of misconduct for an employee to fail to produce on the date he returns to work a medical certificate for any sick leave taken in excess of two days.

### **4. Acts of dishonesty**

It is an act of misconduct for an employee to engage in acts of dishonesty such as theft, fraud, forgery, uttering and misrepresentation including but not limited to the following-

- (a) lying or uttering false statements in an attempt to subvert the correct running of the business, either for material gain or other purpose, or to hinder investigation of any disciplinary or other nature;
- (b) taking property belonging to the company, another employee, a customer or a member of the public commonly known as theft;
- (c) converting property entrusted to an employee to the employee's own use more commonly known as theft by conversion;
- (d) receiving property belonging to the company, another employee, a customer or a member of the public knowing the property to have been stolen;
- (e) applying or attempting to apply to a wrong use or purpose any property belonging to the company;
- (f) altering a document and/or presenting the altered document purporting that the altered document is correct;
- (g) obtaining property or money or an advantage through the use of a misrepresentation or deception.

### **5. Aiding and abetting theft**

Where an employee enables, assists, encourages or permits any person to steal the employer's property or

another employee's or customer's property or refuses to give information within his or her knowledge concerning the stolen or deliberately closes eyes to the obvious. It also entails deliberately giving false testimony related thereto.

## **6. Assault**

This is where a person does a physical act which causes another reasonable fear or the infliction of physical violence to his or her person and actually strikes or touches another in an angry, vengeful or insolent manner. Assault is crime. It is also a civil offence for which the injured party can institute civil procedures in a Civil Court in order to obtain compensation or redress for the injury suffered.

## **7. Breach of confidence**

It is an act of misconduct for an employee who has access to confidential information to disclose any such information to unauthorised person(s).

## **8. Breach of IT Policy and procedures**

It is an act of misconduct for an employee to disregard or breach the IT policy and procedures including but not limited to the following-

- (a) sharing of passwords without authority;
- (b) abuse of email;
- (c) disclosing information of a confidential nature to unauthorised persons;
- (d) accessing prohibited websites;
- (e) spending time on non-work related internet activities.

## **9. Bribery or corruption**

It is an act of misconduct for an employee-

- (a) to take a bribe in order to do or to refrain from doing anything for anyone in relation to his or her duties;
- (b) to induce or attempt to induce any person to do any corrupt act potentially or actually prejudicial to the company.

## **10. Carrying of unauthorised passengers**

- (a) it is an act of misconduct for an employee to carry unauthorised passengers in a company vehicle;
- (b) it is an act of misconduct for an employee to carry unauthorised fare paying passengers in a company vehicle.

## **11. Collective job action**

- (a) it is an act of misconduct for any employee to participate in any concerted action by two or more employees to withdraw their labour or go-slow, boycott, sit in, lockout or otherwise interfere with the normal operations of the company in furtherance of a dispute or with the object of compelling, management to take or refrain from taking any specific action where the matter(s) in dispute has/have not been processed through all the relevant company procedures and any procedures set out in any procedures set out in the Labour Act [Chapter 28:01] as amended relating to collective job action it also means collective job action in contravention of Part 65 (3) and (5) of the Constitution of Zimbabwe No. 1 of 2013;
- (b) it is an act of misconduct for any employee to incite another employee to take part in an illegal job action.

## **12. Damage to company property**

It is an act of misconduct for an employee to intentionally or negligently or maliciously damage company property or causes or allows such property to be damaged.

## **13. Discrimination**

Means the more or less favourable treatment of a person wholly or mainly on the grounds of race, tribe, place of origin, political opinion, colour, religious belief or sex or HIV status.

## **14. Failure to comply with health and safety regulations**

It is an act of misconduct for an employee to disobey or disregard health and safety regulations which includes-

- (a) failure to wear appropriate protective clothing;
- (b) failure to report an accident within a reasonable time;
- (c) failure to report unsafe practices and conditions or equipment;

- (d) failure to take the necessary precautions for the employee's own or the safety of other employees;
- (e) failure to report any matter concerning violation(s) of the above;
- (f) using tobacco or tobacco products in designated nontobacco areas;
- (g) failure to provide protective clothing.

**15. Failure to enforce discipline**

It is an act of misconduct for an employee who has subordinates under him or her to fail to instill discipline on them.

**16. Falsifying**

It is an act of misconduct for an employee to falsify or cause to be falsified any official document or to record or cause to be recorded any false or incorrect information.

**17. Fraud**

Making a false statement or claim whether in oral or written form and any false representation by words or conduct in order to obtain material/financial advantage. It also involves the falsification of documentation or information as part of fraudulent activities against the company or customers/suppliers/another person and thus causing them loss.

**18. General untidiness at work**

It is an act of misconduct for an employee to be untidy whilst on duty.

**19. Illegal gambling**

It means indulging in any game not covered by the State Lottery Act played for money or any other benefit. It is an act of misconduct for any employee to engage in gambling on company premises.

**20. Inciting others to disobey orders or regulations**

It is an act of misconduct for an employee to incite another employee to disobey lawful orders or circumvent laid down rules and regulations or disregard laid down channels of communication.

**21. Indiscipline and disorderly conduct**

Means any failure to follow established procedures including the procedures of this Code.

**22. Insubordination/wilful disobedience to a lawful order**

It is an act of misconduct for an employee to refuse to or fail without reasonable excuse to obey a lawful order given by a person in authority or fails, neglects, or refuses to perform work properly assigned to him or her.

**23. Misuse of company property**

It is an act of misconduct for an employee to use company property for purposes other than that for which it was intended.

**24. Neglect of duty**

An employee neglects his or her duty or responsibility if-

- (a) he or she does not perform his or her job at all;
- (b) he or she performs it poorly;
- (c) he or she fails to meet a performance deadline without reasonable cause;
- (d) he or she fails to perform work to the required standard or is unable to do his or her work with the level of skill which would be reasonably expected of an employee qualified for the job;
- (e) he or she abandons his or she work;
- (f) engages himself or herself in other unauthorised activities during working hours.

**25. Poor performance**

It is an act of misconduct for an employee possessing the necessary skills or given the necessary training and resources to fail to satisfactorily execute his or her duties to the expected standards or fail to meet minimum job requirements.

**26. Poor time keeping**

- (a) Reporting late for work: An employee is late for work if he or she is not at his place of work at the time stipulated or arrives after such stipulated time without authorisation.
- (b) Leaving work early without authorisation: An employee commits an act of misconduct if he leaves work

before the stipulated time without authorisation.

(c) **Taking unauthorised break:**

An employee takes an unauthorised break if he takes a break from work without permission or he or her absents himself or herself from his or her place of work during normal working hours or during such hours, as he or she may be required to work without authority.

(d) **Idling and Loitering During Working Hours:** It is an act of misconduct for an employee to engage in activities which are not related to his or her job during working hours.

**27. Private work/moonlighting**

Means soliciting or taking orders for, or undertaking any work on his or her own account to the detriment of his or her employer for gain, fee or reward, in a similar capacity in which he or she is normally employed.

**28. Rudeness to customers**

It is an offence to be rude, discourteous or abusive in the course of one's duties towards those with whom one transacts business including customers.

**29. Sabotage**

It amounts to sabotage if an employee wilfully or deliberately inflicts harm to any machinery or equipment with the intention of disrupting production, spoiling products or services to customers or causing loss to the employer.

**30. Sexual harassment**

It is an act of misconduct for an employee to indulge in unsolicited or unwelcome conduct of a sexual nature or other conduct based on sex or gender affecting the dignity of another employee or other employees at the workplace. This includes but is not restricted to-

- (a) unwelcome physical, verbal or non-verbal conduct of a sexual nature;
- (b) unwelcome sexually suggestive conduct or dressing which contravenes the dress code which may be applicable from time to time;
- (c) transmitting electronically or otherwise unwelcome sexually explicit or suggestive material.

**31. Sleeping on duty**

- (a) sleeping on duty means sleeping at one's workplace during working hours;
- (b) sleeping on duty is aggravated if the job involves security, supervision of staff and operations, the operation of moving machinery or the safety of others.

**32. Smoking in designated non-smoking areas**

It is an act of misconduct for an employee to smoke in designated non-smoking areas.

**33. Theft**

Dishonestly taking property belonging to the employer or another employee or customer/supplier with the intention of permanently keeping the thing taken or to dispose of it as his or her own property.

**34. Threatening violence**

It is an act of misconduct for an employee to make verbal or other threats against the person, property or family of another employee or a customer.

**35. Unauthorised media statements**

It is an act of misconduct for an employee to make statements regarding the company or its business to the media or general public, which statements are of a policy nature, or which are potentially negative on the company or which impact negatively on the company, without clearance from the office of the Group Chief Executive.

**36. Unsafe driving practice**

It is an act of misconduct for an employee to drive a motor vehicle or motor cycle or motorised equipment in an unsafe way resulting in an accident or incident or in violation of road and road traffic regulations. It includes but is not limited to the following-

- (a) driving without a valid driver's licence;
- (b) driving without due care and attention;
- (c) negligent driving;
- (d) reckless driving;

(e) driving under the influence of alcohol or drugs.

**37. Use of abusive language**

It is an act of misconduct for an employee to use written or verbal abusive or insulting language, which ridicules or shows contempt for another or is likely to provoke physical violence.

**38. Use of alcohol or illegal drugs**

- (a) it is an act of misconduct for an employee to use either liquor or illegal drugs other than prescribed drugs or to be under the influence of alcohol or illegal drugs during working hours;
- (b) it is an act of misconduct for an employee to fail or refuse to undergo a breathalyser test or any other test for the detection of alcohol or drugs on request by a supervisor who has reasonable cause for believing that a member of staff is under the influence of alcohol or drugs.

**39. Victimization**

It is an act of treating any person, or fellow employee, less favourably than his or her colleagues without valid reason.

**Schedule  
FORMS**

VERBAL WARNING (STEP ONE)

EMPLOYEE NAME

DATE

OFFENCE FOR WHICH VERBAL WARNING WAS GIVEN:

SIGNED

*Supervisor*

PERIOD OF VALIDITY OF WARNING: 3 MONTHS

**FIRST WRITTEN WARNING**

*(in triplicate)*

EMPLOYEE NAME:

DATE

OFFENCE FOR WHICH WARNING WAS GIVEN:

You are hereby given a written warning in respect of the offence listed above. Should you transgress the Code of Conduct again within the period of validity of this warning; further disciplinary action will be taken against you.

PERIOD OF VALIDITY: 6 MONTHS

*Supervisor's Signature*

*Supervisor's Name (Print)*

A copy of this written warning is given to the employee in my presence:

*Workers Representative's Signature*

*Workers Rep's Name (Print)*

I acknowledge receipt of this warning\*

*Employee's Signature*

I do/do not accept that the warning is justified.

*Employee's Signature*

\* NOTE THAT AN ACCEPTANCE OF A WARNING BY AN EMPLOYEE IS NOT NECESSARILY AN ACCEPTANCE OF GUILT BUT IS MERELY AN ACKNOWLEDGMENT OF RECEIPT OF THE WARNING

**SECOND WRITTEN WARNING**

*(in triplicate)*

EMPLOYEE NAME:

DATE

OFFENCE FOR WHICH WARNING WAS GIVEN:

You are hereby given a written warning in respect of the offence listed above. Should you transgress the Code of Conduct again within the period of validity of this warning; further disciplinary action will be taken against you.

PERIOD OF VALIDITY: 12 MONTHS

*Supervisor's Signature*

*Supervisor's Name (Print)*

A copy of this written warning is given to the employee in my presence:

*Workers Representative's Signature*

*Workers Rep's Name (Print)*

I acknowledge receipt of this warning\*

*Employee's Signature*

I do/do not accept that the warning is justified.

*Employee's Signature*

\* NOTE THAT AN ACCEPTANCE OF A WARNING BY AN EMPLOYEE IS NOT NECESSARILY AN ACCEPTANCE OF GUILT BUT IS MERELY AN ACKNOWLEDGMENT OF RECEIPT OF THE WARNING

**FINAL WRITTEN WARNING**

*(in triplicate)*

EMPLOYEE NAME:

DATE

OFFENCE FOR WHICH WARNING WAS GIVEN:

You are hereby given a written warning in respect of the offence listed above. Should you transgress the Code of Conduct again within the period of validity of this warning; further disciplinary action will be taken against you.

PERIOD OF VALIDITY: 6 MONTHS

*Supervisor's Signature*

*Supervisor's Name (Print)*

A copy of this written warning is given to the employee in my presence:

*Workers Representative's Signature*

*Workers Rep's Name (Print)*

I acknowledge receipt of this warning\*

*Employee's Signature*

I do/do not accept that the warning is justified.

*Employee's Signature*

\* NOTE THAT AN ACCEPTANCE OF A WARNING BY AN EMPLOYEE IS NOT NECESSARILY AN ACCEPTANCE OF GUILT BUT IS MERELY AN ACKNOWLEDGMENT OF RECEIPT OF THE WARNING.

**GRIEVANCE FORM**

DEPARTMENT:

DATE:

EMPLOYEE

Co. No.

JOB TITLE:

NATURE OF GRIEVANCE:

*(Attach additional sheets of paper if necessary)*

SETTLEMENT DESIRED:

*Signature of Employee*

Outcome of grievance (if necessary, reasons for failure to reach a settlement)

*Signature of Supervisor*

**DISMISSAL LETTER**

*(in triplicate)*

(To be completed and signed by the relevant Head of Department and handed to the employee in the presence of a witness. The employee should sign the forms, return to the HOD).

TO:

Name:

Title:

Section:

FROM:

Name:

Title:

Department:

Further to the notification of impending Disciplinary Action dated  
wherein it is alleged that you committed the following offence *(full description of alleged offence including the date, time and place of commission.)*

After consideration of all evidence on this matter and the findings of the Disciplinary Committee, I am satisfied that you are guilty of the offence. Accordingly, hereby I advise that your service with the company are to be terminated with effect from (state date)

You will be paid all terminal benefits due to you as of that date.

You are hereby advised of your right to appeal against this dismissal as provided for in the Code of Conduct. Your appeal must be lodged in writing within three days of receipt of this letter and must state clearly the grounds on which you are appealing.

You are required to sign and date a copy of this form as acknowledgement of receipt and return it to the HR Department.

Signed (HOD/CEO):

Date:

I,

acknowledge receipt of the notification of

impending disciplinary action.

Employee's signature:

Date:

Witness's signature:

Date:

#### LIST OF OFFENCES

##### *Schedule 1: Minor offences 1st Breach 2nd Breach 3rd Breach 4th Breach*

		verbal	1st written	2nd written	dismissal
1.	Poor time-keeping				
2.	Poor performance	-	-	-	-
3.	Failure to comply with health and safety regulations	-	-	-	-
4.	General untidiness at work	-	-	-	-
5.	Negligent performance of duties with minor consequences	-	-	-	-
6.	Unauthorised media Statements	-	-	-	-
7.	Use of abusive language	-	-	-	-
8.	Sleeping on duty	-	-	-	-
9.	Breach of confidence	-	-	-	-
10.	Minor damage, misuse or loss of company property	-	-	-	-
11.	Discrimination in any form including race, religion, and sex	-	-	-	-
12.	Smoking in designated Non-smoking areas	-	-	-	-
13.	Victimisation of other employees	-	-	-	-

##### *Schedule 2: Moderate Offences 1st Breach 2nd Breach 3rd Breach*

		1st written	2nd written	dismissal
1.	Breach of IT policy and procedure			
2.	Unsafe driving practice	-	-	-
3.	Abuse of discretion	-	-	-
4.	Sexual harassment	-	-	-
5.	Rudeness to customers	-	-	-
6.	Absence without leave for 3 consecutive days	-	-	-
7.	Carrying of unauthorised passengers	-	-	-
8.	Failure to enforce discipline	-	-	-
9.	Indiscipline/disorderly conduct	-	-	-
10.	Threatening violence	-	-	-
11.	Disobeying and/or Inciting others to disobey orders or regulations	-	-	-

##### *Schedule 3: Serious offences*

		<i>first breach</i>	<i>second breach</i>
1.	Acts of dishonesty	final warning	dismissal
2.	Illegal gambling	-	-
3.	Insubordination	-	-
4.	Abuse of sick leave	-	-
5.	Falsifying	-	-
6.	Absence from work for 4 consecutive working days	-	-
7.	Use of company vehicle without appropriate driver's licence	-	-
8.	Possession of firearms on site without company approval or relevant licence	-	-

##### *Schedule 4: Gross/Dismissible Offences*

		<i>Breach</i>
1.	Assault	dismissal
2.	Aiding and abetting theft	-
3.	Fraud	-
4.	Theft	-



- |   |   |
|---|---|
| 5. Malicious damage to company property   | - |
| 6. Private Work/moonlighting  | - |
| 7. Illegal collective job action  | - |
| 8. Use of violence  | - |
| 9. Drunk on duty, consuming liquor on site or under the influence of prohibited drugs during working hours  | - |
| 10. Bribery/corruption  | - |
| 11. Absence from work for five (5) or more consecutive working days without permission or reasonable excuse   | - |
| 12. Riotous behavior on worksite  | - |
| 13. Negligent performance of duties with serious Consequences   | - |
| 14. Misuse and/or unauthorised use of company property, plant, transport or equipment with serious consequences including financial loss.   | - |
| 15. Serious violations of Safety Regulations  | - |
| 16. Fighting  | - |
| 17. Sabotage  | - |
| 18. Giving unauthorised press statements regarding  | - |
| 19. Company business Conviction of a criminal offence committed outside the employee's employment, the nature of which affects his continued suitability for employment or his acceptability to other employees | - |
| 20. Imprisonment without option of a fine   | - |

### **AGREEMENT AND APPROVAL OF THE CODE OF CONDUCT**

Following consultations and discussions at the NEC this Code of conduct has been agreed upon. The Employers Association and the Trade Union having agreed that the foregoing is the correct state of affairs, the undersigned Officers of the Council affix signatures hereto.

Signed this 22nd day of October, 2015.

F. MANGOMA,  
Employers Association Representative.

S. DHLIWAYO,  
Trade Union Representative.

C. MANDEYA,  
Employers Association Representative,

B. MUSARIRI,  
Trade Union Representative.

MRS. P. TITIYA,  
General Secretary of the Council.

### **S.I. No. 146 of 2016: Collective Bargaining Agreement: Insurance Industry\***

*(Sections 79 and 80)*

IT is notified that the Collective Bargaining Agreement set out in [the Schedule](#) shows the agreement made under the NEC Insurance Industry, which replaces the agreement under Statutory Instrument 128 of 2011.

Statutory Instrument 128 of 2011 is hereby repealed.

#### **Schedule**

#### COLLECTIVE BARGAINING AGREEMENT: INSURANCE INDUSTRY

#### NATIONAL EMPLOYMENT COUNCIL FOR THE INSURANCE INDUSTRY OF ZIMBABWE

Made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*], hereinafter referred to as the Act between the Insurance Industry Employers Association of Zimbabwe (hereinafter referred to as the employers or the employers' organisation representing employers in the insurance industry) of the one part and the Insurance Employees' Union of Zimbabwe (hereinafter referred to as the employees or the trade union representing

employees in the insurance industry) of the other part both being parties to the National Employment Council for the Insurance Industry of Zimbabwe empowered to negotiate and agree to conditions of service in the Insurance Industry of Zimbabwe.

#### ARRANGEMENT OF SECTIONS

<a href="#">1.</a>	Title and period of operation.
<a href="#">2.</a>	Application.
<a href="#">3.</a>	Interpretation.
<a href="#">4.</a>	Grading and remuneration.
<a href="#">5.</a>	Ordinary hours of work.
<a href="#">6.</a>	Conversion of rates.
<a href="#">7.</a>	Payment of overtime.
<a href="#">8.</a>	Deductions.
<a href="#">9.</a>	Payment of wages.
<a href="#">10.</a>	Piecework, task-work and work on a ticket system.
<a href="#">11.</a>	Time and wage records.
<a href="#">12.</a>	Special provisions: Commission-workers.
<a href="#">13.</a>	Cooked meals.
<a href="#">14.</a>	Outside work.
<a href="#">15.</a>	Subsistence, accommodation and travel allowances.
<a href="#">16.</a>	Vacation leave.
<a href="#">17.</a>	Vacation leave: Special provisions: Part-time employees.
<a href="#">17A.</a>	Maternity leave.
<a href="#">18.</a>	Industrial holidays.
<a href="#">19.</a>	Contract and notice.
<a href="#">20.</a>	Continuous service.
<a href="#">21.</a>	Record of service.
<a href="#">22.</a>	Health, wellness and environment.
<a href="#">23.</a>	Procedures of Workers Committees and Works Councils.
<a href="#">24.</a>	Long service awards.
<a href="#">25.</a>	Medical Aid Scheme.
<a href="#">26.</a>	Funeral Policy.
<a href="#">27.</a>	Loans.
<a href="#">28.</a>	Annual non-pensionable bonus.
<a href="#">29.</a>	Registration and Council dues.
<a href="#">30.</a>	Union dues.
<a href="#">31.</a>	Exemptions, retrenchment and approval of measures to avoid retrenchment.
<a href="#">32.</a>	Enforcement of agreement.
<a href="#">33.</a>	Copy of agreement and notice.
<a href="#">34.</a>	Administration.
<a href="#">35.</a>	Gratuities on termination of employment.
<a href="#">36.</a>	Variations.
<a href="#">37.</a>	Code of Conduct.
<a href="#">38.</a>	Declaration.
<a href="#">First Schedule</a>	Grading and Remuneration.
<a href="#">Second Schedule</a>	Form of Notice.
<a href="#">Third Schedule</a>	Gratuities.
<a href="#">Fourth Schedule</a>	Remuneration.

#### **Footnotes**

\* Please note that [S.I. No. 248 of 2018](#) which was published separately is to be read in conjunction with this Agreement.

#### **1. Title and period of operation**

- 1.1 This agreement may be cited as the Insurance Industry of Zimbabwe Collective Bargaining Agreement.
- 1.2 This agreement shall operate from the first day of the month following its registration in term of the Act until further notice.
- 1.3 This agreement repeals the previous agreement as contained under Statutory Instrument 128 of 2011.

#### **2. Application**

This agreement shall apply to-

- 2.1 all employers in the Insurance Industry; and
  - 2.1.1 all employees in the Insurance Industry whose occupations are listed in the First Schedule - Grading and Remuneration.

No employer or employee may waive any provision of this Agreement whether or not the said provision creates a benefit to or an obligation on the employer or employee concerned. In the event of any provision of this Agreement being inoperative or ultra vires the powers of the parties or the Act or regulations made hereunder either before or after registration of this Agreement under the provisions of the Act this shall in no way affect the remainder of the Agreement which shall in that event constitute the Agreement. For the avoidance of any doubt where a provision of this agreement is inconsistent with the Labour Act the latter shall prevail.

Any expressions used herein which are defined in the Act shall have the same meaning as in the Act, any words imparting the masculine gender shall include the feminine gender and words in the singular shall include the plural sense, further unless inconsistent with the context.

Where this agreement is silent on any conditions of service referred to in the Act, the provisions of the Act shall apply as if they were incorporated in this agreement.

### 3. Interpretation

3.1 Any expression used herein, which is defined in the Act shall have the same meaning as defined in that Act.

3.2 Unless inconsistent with the context-

**"Act"** means the Labour Act [*Chapter 28:01*] as amended from time to time;

**"alternate"** means a person appointed by either party to act on behalf of a representative of that party in absence of such representative;

**"calendar month"** means the period commencing on the first day of the month and ending on the last day of that month;

**"casual worker"** means a worker who is engaged for a period of not more than six weeks in any four successive calendar months;

**"commission worker"** means a person who is paid a basic salary in accordance with his contract of employment and may be paid such commission and on such basis as may be agreed with his employer in writing;

**"council"** means the National Employment Council for the Insurance Industry of Zimbabwe;

**"continuous service"** means the total period of unbroken service of an employee with one employer or predecessor to such employer where there has been a transfer of undertaking;

**"contract worker"** means an employee who is engaged for a specific period, tasks or project;

**"day off"** means Sunday or *gazetted* public holiday or that day in the week on which an employee is not required to work;

**"designated agent"** means an employee of Council certified by the Registrar of Labour for the purposes of administering and enforcing this CBA, the Act and industrial relations in the insurance industry;

**"emergency work"** means work, which must be performed immediately in order to prevent harm to any plant or employees, or plant or employees of a customer or to near-by persons or properties;

**"employee"** means an employee as defined in the Act and engaged by an employer to work for a company/organisation in the insurance industry;

**"employer"** means an employer as defined in the Act who is registered and licensed in terms of the Insurance Act [*Chapter 24:07*] or the Pension and Provident Funds Act [*Chapter 24:09*] and the Companies Act [*Chapter 24:03*] whose core business is Insurance or Pensions;

**"employers' association"** means the Insurance Industry Employers Association of Zimbabwe or any other party registered to represent Employers in the Insurance Industry who is a member of Council;

**"establishment"** means any place in which business under the Insurance Industry is carried out;

**"General Secretary"** means the Secretary of the Council;

**"grade"** means a grade as listed in the First Schedule;

**"industry"** means the Insurance Industry of Zimbabwe;

**"industrial holiday"** means any day prescribed as a paid holiday in terms of Section 18 of this CBA;

**"insurance industry"** means all employers registered and licensed in terms of the Insurance Act [*Chapter 24:07*] and or the Companies Act [*Chapter 24:03*] or the Pension and Provident Funds Act [*Chapter 24:09*] and any other institution/firm administering pension or insurance registered and

established in terms of any other statute or Act of Parliament in Zimbabwe whose core business is administration of pension or insurance and their employees;

**"medical practitioner"** means a person registered as a medical practitioner by medical, dental, the Medical Dental and Allied Professions Council or a registered traditional practitioner;

**"morning off"** means any time before 12 noon;

**"month"** means an official calendar month;

**"ordinary hours"** means the hours of work as provided for under section 5 as read with other sections of this CBA;

**"overtime"** means any time worked in excess of the ordinary working hours;

**"party or parties"** means the Insurance Employees' Union of Zimbabwe and the Insurance Employers Association of Zimbabwe and any other entity registered to represent employers or employees in the Insurance Industry who is a member of the Council;

**"public holiday"** means all holidays declared as such in terms of the Public Holiday and Prohibition of Business Act [*Chapter 10:21*];

**"registrar"** means the Registrar of Labour Relations;

**"representative"** means a person appointed by either party to represent the party on the Council or any of its committees;

**"trade union"** means the Insurance Employees Union of Zimbabwe and any other party registered to represent Employees in the Insurance Industry who is member of Council;

**"wage or salary or remuneration"** means the earnings of an employee that does not include a travelling or subsistence allowance or any payment in respect of overtime, or any bonus or other like benefit;

**"working day"** means any day other than a day off or a public holiday.

#### 4. Grading and remuneration

- 4.1 An employer shall place each employee in a grade appropriate to his or her occupation as prescribed in the First Schedule, and shall pay a wage to such employee of at least the minimum amount prescribed in the Fourth Schedule for the occupation of the employee, and no employee shall accept a wage amounting to less than that amount.
- 4.2 A casual, contract employee shall be paid not less than the amount prescribed in the First Schedule in respect of his/her occupation.
- 4.3 Any increment of remuneration in respect of such employee shall be based on his/her actual salary.
- 4.4 On promotion to a higher grade, an employee shall be paid-
  - (a) not less than the wage which he or she last received prior to his or her promotion; or
  - (b) at least the minimum wage prescribed for such higher grade whichever is greater.
- 4.5 An employee who is required to perform work in a lower grade than that in which he or she is normally employed shall be paid the wage applicable to the grade or work which he or she normally performs.
- 4.6 An employee who is appointed, in writing, to carry out the full responsibilities of a job in a higher grade than that in which he or she is normally employed for a period of at least one full working day, shall be paid the minimum wage applicable to such higher grade for each day spent working in that higher grade. Provided that the minimum in a higher grade is more than the employee's current salary.

The period allowable for such appointment to act shall not exceed a continuous period of six months.
- 4.7 An employee who is required and permitted to perform work in occupations listed in more than one grade shall be paid the minimum wage prescribed for the highest grade in which such employee is required and permitted to work.
- 4.8 An employer shall not reduce the wage of an employee for any time not worked if the employee was able and willing to work and was present at his or place of work but the employer was unable, or unwilling, to furnish him or her with work.
- 4.9 Where an operation performed by an employee is not specified in the First Schedule-
  - (a) the employer shall provisionally place the employee in a grade reasonably nearest to his/her job description;
  - (b) the employer or employee shall notify the Secretary of Council;

- (c) the Secretary of Council, after consultation with the employers' organisation and the trade union, shall determine an interim classification of the operation, which shall be subject to ratification by the Council at its next meeting:

Provided that, if the interim classification by the secretary or the final classification by the Council, places the employee in a grade-

- (i) lower than the employee's current grade, it shall be lawful to reduce his or her wage to not less than the minimum wage, prescribed for such lower grade, with effect from the date on which such classification is determined unless the employee refuses to accept the lower grade in which event-
- (ii) he or she may be given relevant notice of termination of employment; and
- (iii) during the period of such notice, he or she shall be paid the wage, which he or she was to receive prior to such termination.

- 4.10 In line with section 74 of the Act every employer may award housing and transport facilities or in their absence, an allowance for the same.

## **5. Ordinary hours of work**

- 5.1 The ordinary hours of work shall not exceed 8 hours per day.
- 5.2 Every employee shall be given a lunch break everyday of at least one hour duration which would be considered not part of the working hours.
- 5.3 No employer shall permit an employee to work for more than 40 hours in any one week, without paying the overtime rates set out in section 7.
- 5.4 An employee who is required to work on a Saturday and has exceeded 40 hrs of work in that week shall be entitled to overtime and the employer shall use discretion to either pay overtime or to compensate in lieu of leave.

## **6. Conversion of rates**

For the purpose of converting a weekly, fortnightly or monthly wage to-

- 6.1 the weekly equivalent of a monthly wage, the monthly wage shall be divided by four; or
- 6.2 the fortnightly equivalent of a weekly wage, the weekly wage shall be multiplied by two; or
- 6.3 the hourly equivalent of a weekly wage, the weekly wage shall be divided by the number of hours ordinarily worked in a week; or
- 6.4 the daily equivalent of a weekly wage, the weekly wage shall be divided by five; or
- 6.5 the daily equivalent of a monthly wage, the monthly wage shall be divided by thirty.

## **7. Payment of overtime**

- 7.1 An employer may reasonably require an employee to work overtime, and shall, whenever possible, give twenty-four hours notice to such employee, provided that the employee shall be adequately compensated for overtime and be given reasonable amenities to avail himself for the performance of that work:

Provided that an employee needed to render emergency work or stocktaking shall not decline such request without a reasonable excuse.

- 7.2 An employee shall-
- (a) be paid in terms of subsection (3) for all hours worked on overtime; or
  - (b) by mutual agreement, be allowed time off by the employer during normal working hours, equivalent to-
    - (i) one and a half times the amount of time worked in excess of the normal working hours on a working day of the week, or
    - (ii) double the time worked where the time worked was on a day the employee would normally be off.
- 7.3 Subject to the provisions of section 6, where an employee is entitled to be paid for overtime, he or she shall be paid in respect of each hour worked-

- (a) in excess of normal working hours on a working day of the week, at least one and a half times his or her current hourly wage; or
  - (b) on a day off or Public holiday, at double his current hourly wage.
- 7.4 For the purpose of calculating payments in terms of subsection (3), any period of a quarter of an hour but less than half an hour shall be counted as half an hour, and any period more than half an hour shall be regarded as an hour.

## 8. Deductions

- 8.1 Deductions in terms of section 28 of this CBA or set-off of any description shall be made or allowed from any remuneration due to an employee except-
- (a) where an employee is absent from work on days other than paid holidays or vacation leave, a *pro-rata* amount of his or her wage only for the period of such absence; or
  - (b) by a written stop-order for contributions to holiday, benevolent, provident, pension or sick benefit funds, medical-aid societies, insurance policies, post office savings accounts, building society savings accounts or subscriptions to a trade union or a National Employment Council; or
  - (c) by written consent of an employee, for money owing for goods supplied by an employer or for repayments of money lent, including interest thereon, if any, by the employer; or
  - (d) amounts which the employer is compelled by law or legal process to pay on behalf of an employee; or
  - (e) any amount in terms of subsection (2) of section 19; or
  - (f) amounts recovered for payments made in error or overpayment of wages; or
  - (g) where a local authority raises a levy on the employer for fuel consumed by an employee housed in a hostel irrespective of whether the levy is raised as a separate item or as an element in a composite rental; or
  - (h) where an employer pays for an employee's accommodation, the amount so paid; or
  - (i) in the case of a cashier, with his or her written consent, an amount equal to any short-fall in money under his or her control, and for which he or she is required to account to his or her employer; Provided that the amount of such short-fall shall be proved to the satisfaction of the cashier; or
  - (j) payment for services and supplementary charges legally levied and for lease of land on which to build a room or a house; or
  - (k) deductions in terms of subsection (2) of section 13; or
  - (l) deductions in terms of section 28.
- 8.2 Where an employer makes deductions on behalf of the NEC, a trade union or other third party, he or she shall remit such deductions to the NEC or other third party concerned not later than the 30th day of the month which deductions relate.
- 8.3 An employee shall be required to make good any cheque cashed, unless such cheque is cashed in violation of posted store rules and/or regulations.

## 9. Payment of wages

- 9.1 Every employer shall pay wages to each employee, weekly, fortnightly or monthly, as the case may be, on or by due date.
- 9.2 Payments for overtime, bonuses and allowances shall be made to each employee, weekly, fortnightly or monthly, as the case may be, within fourteen working days of due date, provided that an employee whose contract terminates before his or her ordinary payday shall be paid not later than on the next business day after the date of termination of his or her contract.
- 9.3 All remuneration shall be paid either by crediting an employee's bank, building society or Post Office Savings Bank account or by cheque or in cash, and shall be accompanied by a wage slip showing-
- (a) the name and grade of the employee; and
  - (b) the wage rate; and
  - (c) the period for which payment is made; and
  - (d) the total number of hours or days worked; and

- (e) the amount of overtime; and
  - (f) the amount of any other payment, bonus, commission or allowances, irrespective of whether paid to or on behalf of the employee; and
  - (g) any deductions authorised in terms of section 8; and
  - (h) the net amount received by the employee.
- 9.4 No employer shall give, and no employee shall accept any consideration other than cash or cheque in payment of a wage.
- 9.5 If an employee considers that the payment made to him or her is less than the net amount reflected on the accompanying wage slip, he or she shall notify his employer at the time when payment is made.
- 9.6 Notwithstanding the provisions of subsection (3), the Council may, on application by an employer, authorise such employer to use some other system of informing his or her employees of the make-up of their remuneration.

## **10. Piecework, task-work and work on a ticket system**

No employer shall give out, and no employee shall perform, work on-

- 10.1 piece-work basis; or
- 10.2 a task-work basis; or
- 10.3 a ticket system.

## **11. Time and wage records**

Every employer shall keep a record of all employees showing the following particulars-

- 11.1 name in full and I.D. particulars;
- 11.2 occupation and grade;
- 11.3 number of daily hours worked;
- 11.4 rate of wage or salary;
- 11.5 amount due for ordinary time worked;
- 11.6 hours of overtime worked;
- 11.7 amount due for overtime;
- 11.8 gross total of ordinary and overtime wage or salary;
- 11.9 deductions (specify);
- 11.10 net wage or salary due;
- 11.11 signature of employee for receipt of wage or salary where it is paid in cash.

## **12. Special provisions: commission-workers**

- 12.1 A commission worker shall be paid such commission and on such a basis as may be agreed with his employer in writing:

Provided that, if the commission paid to any commission worker, within normal hours of work in any one month, is less than the minimum wages for his or her grade, or, where applicable, the part-time equivalent thereof, the employer shall pay to such a commission worker, a further amount to bring his total remuneration up to at least the appropriate minimum wage or the part-time equivalent thereof.

- 12.2 Except as provided for in terms of section 12 (2) the provisions of sections 3, 4, 5 and 6 shall not apply to a commission-worker.
- 12.3 For all other purposes of those regulations, a commission worker shall be deemed to be earning the minimum wage for his grade.

## **13. Cooked meals**

- 13.1 Where an employer supplies meals, he or she shall display the cost of such meals in a prominent position in the canteen.
- 13.2 An employee who voluntarily accepts such meals may have the cost of such meals deducted from his or her wage.

#### **14. Outside work**

No employee, other than a part-time employee or a casual employee shall solicit, take orders for, undertake or perform any work of a similar capacity to that in which he or she is normally employed, on his or her own account or on behalf of any other person or firm, for gain without the written consent of his or her employer.

#### **15. Subsistence, accommodation and travel allowances**

- 15.1 An employee who is required to work more than twenty-five kilometres from his or her normal place of work, which necessitates his sleeping away from home, shall be paid, in advance, a subsistence allowance approved by the employer in consultation with the employee to provide for-
- (a) all necessary proved travelling and subsistence expenses; or
  - (b) unproved expenses-
    - (i) an amount equivalent to the cost of a standard meal and accommodation at a decent hotel within that area,
    - (ii) where food is provided, an amount to be decided by Council per day in respect of accommodation,
    - (iii) where accommodation is provided, an amount to be decided by Council per day in respect of food.
- 15.2 Where transport is required to convey an employee referred to in subsection (1), the form of transport to be used shall be mutually agreed upon by the employer and the employee, and payment shall be as follows-
- (a) where public transport is used, an employee shall be paid the cost of such transport; and
  - (b) where an employee uses his or her own vehicles he or she shall be paid the prevailing Automobile Association (AA) rate per km:
- Provided that an employee travelling outside his or her ordinary hours of work shall not be paid for such time spent in travelling, unless mutually agreed upon between such employee and his or her employer.

#### **16. Vacation leave**

- 16.1 The provisions of this section shall not apply-
- (a) to casual employees; and
  - (b) subject to the provisions of section 17 (7) of, to part-time employees.
- 16.2 An employee shall be entitled to proceed on vacation leave within six weeks of his or her application thereof:
- Provided that, where undue hardship would be caused to the employer, the employee shall be entitled to proceed on vacation leave within twelve weeks of his or her application thereof.
- 16.3 An employer shall be entitled, on giving one month's written notice, to require an employee to proceed on his accrued vacation leave, or any portion thereof, at any time convenient to the employer.
- 16.4 An employee who has accumulated vacation leave may, with the consent of his or her employer, elect to be paid cash in lieu of his or her taking such leave or part thereof.
- 16.5 An employee proceeding on vacation leave shall, on request be paid his or her wage up to date, and his or her current wage and allowances for the period of such leave, prior to his or her going on leave.
- 16.6 Any period of leave taken by an employee in terms of this section, or any additional leave granted by the employer, whether paid or not, or any sick-leave taken shall not be counted as continuous service for the purpose of calculating leave.
- 16.7 For the purpose of calculating any period of leave or pay in lieu of leave, a year shall be reckoned from the date on which an employee commences service with an employer.



- 16.8 For the purpose of leave-pay, the pay for one day shall be calculated in terms of section 6.
- 16.9 The leave-pay of an employee shall be calculated on his current wage at the time of proceeding on such leave.
- 16.10 An employee, whose service is terminated for any cause whatsoever, shall be paid the cash equivalent of any leave, which he or she has accrued and the amount of such payment shall be based on his or her current wage.
- 16.11 If an employee is absent from work because of illness or any cause beyond his or her own control, proof of which shall rest on him or her, such period of absence may be offset against any vacation leave due to the employee;

## **17. Vacation leave: Special provisions: Part-time employees**

- 17.1 The provisions of this section shall apply to part-time employees.
- 17.2 The provisions of this section shall not apply to casual employees.
- 17.3 A part-time employee shall accrue vacation leave at the rate of twelve ordinary working hours for each period of one hundred and seventy-two hours worked.
- 17.4 If the service of a part-time employee, who has completed two periods of one hundred and seventy-two ordinary working hours but less than twelve periods of one hundred and seventy-two ordinary working hours, is terminated, he or she shall be paid for vacation leave in terms of subsection (3) for each two periods of one hundred and seventy-two working hours.
- 17.5 Any period of leave taken by a part-time employee, or any additional leave granted by the employer, whether paid or not, shall not be counted for the purpose of calculating leave.
- 17.6 For the purpose of leave-pay for part-time employees, the pay for one hour shall be calculated in terms of section 6 (c).
- 17.7 The provisions of section 16 (2), (3), (4), (8), (9), (10) shall apply to part-time employees.

## **17A. Maternity leave**

- 17A.1 A female employee shall be entitled to maternity leave in terms of the Act.

## **18. Industrial holidays**

- 18.1 All days declared in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*] shall be industrial holidays. Provided that, where a public holiday is moved to the following Monday because it would otherwise fall on a Sunday, that Sunday shall not be regarded as an industrial holiday for the purposes of this agreement.
- 18.2 Subject to the provisions of section 18 (3), every employee shall be granted leave of absence on industrial holidays and shall be paid his or her normal daily wage for every industrial holiday.
- 18.3 An employer may request an employee to work on an industrial holiday, in which event he or she shall either-
  - (a) with the consent of the employee, grant the employee leave of absence on another day instead of the industrial holiday, and pay him or her not less than his or her daily wage in respect of the industrial holiday and that other day; or
  - (b) where an employee consents to work on a public holiday he or she shall be paid not less than twice his or her current remuneration for that day whether or not that day is one on which he or she would otherwise have been required to work.

## **19. Contract and notice**

- 19.1 Every person who is employed by or working for any other person and receiving or entitled to receive any remuneration in respect such employment or work shall be deemed to be under a contract of employment with that other person, whether such contract is reduced to writing or not.
- 19.2 An employer shall inform every employee, in writing, on engagement, of the following particulars of his or her contract, including-
  - (a) the name and address of the employer;

- (b) the period of time if limited for which the employee is engaged;
  - (c) the terms of probation if any;
  - (d) hours of work;
  - (e) the terms of appropriate employment code;
  - (f) the terms of the collective bargaining agreement;
  - (g) particulars of remuneration, its manner of calculation and the intervals which it will be paid;
  - (h) provision for accommodation, if any;
  - (i) the details of any allowance;
  - (j) vacation leave;
  - (k) provision for benefits during sickness;
  - (l) particulars of any benefits, bonus or incentive scheme.
- 19.3 A Contract of employment that specifies its duration or date of termination, including a contract of casual work or seasonal work or for the performance of some specific service shall, despite such specification, be deemed to be on a contract of employment without limitation of time upon the expiry of two years of continuous service and such employee shall be immediately accorded benefits and conditions similar to those provided to employees engaged for a period without limit of time.
- 19.4 No employer shall terminate a contract of employment on notice unless-
- (a) the termination is in terms of the appropriate employment code of conduct; or
  - (b) the employer and the employee mutually agree in writing to the termination of the contract; or
  - (c) the employee was engaged for a period of fixed duration or for the performance of some specific service; or
  - (d) pursuant to retrenchment in accordance with section 12C of the Act.
- 19.5 Where an employer and an employee mutually agree to terminate a contract of employment or where an employee gives notice to terminate his service, a shorter period of notice may be mutually agreed upon, and shall be in writing.
- 19.6 The provisions of section 19 (2) to (4) shall not apply to a casual employee.
- 19.7 An employee who has given notice to terminate his employment shall not be required to take vacation leave during the period of such notice.
- 19.8 Any contract employment which is for a stipulated period which shall not be less than six weeks shall specify the date of commencement and the date of termination thereof, and no further notice to terminate the contract shall be required from either party.

## **20. Continuous service**

- 20.1 Continuous service shall be deemed to be broken only by the death, resignation retirement or discharge of the employee concerned.
- 20.2 Provided that, an employee who is discharged and reengaged by the same employer within two months of such discharge shall be deemed not to have broken his continuous service.
- 20.3 If an employee who is absent from work without permission from his employer is allowed to continue his employment within two months of absence, he shall be deemed not to have broken his period of continuous service.
- 20.4 If, upon the change of ownership of an establishment, an employee enters the service of the new owner, or continues his employment in the establishment, his service with the previous owner shall be reckoned as service with the new owner and shall be deemed not to have been broken by such change of employer.

## **21. Record of service**

- 21.1 An employee whose services are terminated, for any cause whatsoever, may request a record of service from his employer.
- 21.2 The record of service supplied shall specify the period of service and the occupation in which the employee was employed.

## **22. Health, wellness and environment**

- 22.1 Every employer employing more than ten employees in an establishment shall provide first-aid equipment in a dust-proof container readily accessible to all employees in that establishment, which equipment.
- 22.2 Every employer shall develop and implement a Chronic Diseases Policy for implementation at the work place.
- 22.3 Any Policy to be adopted shall include but not limited to the following-
- (a) training of persons involved in workplace Chronic Diseases programmes;
  - (b) awareness and prevention education;
  - (c) chronic diseases prevention support;
  - (d) diagnosis and treatment of infections;
  - (e) access to voluntary counselling and testing;
  - (f) counselling, care and other psychological support programmes;
  - (g) access to advanced treatment therapies;
  - (h) no discrimination of those infected and affected;
  - (i) gender equality;
  - (j) the committee or office responsible for implementation of the policy;
  - (k) cooperation and collaboration with other organisations involved in the fight against the respective diseases;
  - (l) outreach programmes if any.

## **23. Procedures of workers committees and works councils**

Right to participate in workers committees' affairs.

- 23.1 Every employee shall have the right to participate in the formation of a workers committee and to undertake tasks on behalf of the workers committee at his or her workplace.
- 23.2 The aims and objectives of the workers committees shall be-
- (a) to act as a direct link and means of communication between the employer and employees;
  - (b) to provide a means for presentation of discussion with management of workers' requests and grievances;
  - (c) to promote good employer-employee relationship and to encourage the settlement of disputes and grievances by conciliatory methods and stability at the work place;
  - (d) to promote productivity and generating a stable and good atmosphere within the work place;
  - (e) to promote the interests of workers and maintain a regular contact with employees whom they represent;
  - (f) to ensure that if a fellow employee seek their advice in respect of any grievance or matter that a least a member is available to represent that employee;
  - (g) to cooperate with the registered trade union in ensuring that the collective bargaining agreement and any other appropriate regulations are observed by the employer.
- 23.3 Composition of workers committees.
- 23.4 A workers committee shall comprise of-
- (a) not less than three and not more than fifteen employee representatives;
  - (b) representatives elected by majority vote by secret ballot at a meeting where not less than two thirds of all employees at the establishment are present;
  - (c) a Chairman, Secretary and any other member(s).
- 23.5 Meetings.
- 23.6 The procedure to be followed by a workers committee at its meetings shall be as simple as possible and a workers committee shall act in such a manner and on such principles as it deems best suited to

represent the interest of the workers whom it represents.

- 23.7 The workers committee shall meet at times and dates suitable to the majority of the committee members and in any event.
- 23.8 Shall meet not less than once per month outside working hours of the establishment.
- 23.9 The quorum required for meetings shall be fifty *per centum* of the elected committee members.
- 23.10 Matters requiring a decision by a workers committee shall be decided by a majority vote and in the event of an equal split of votes, the Chairman shall have a casting vote in addition to a deliberate vote.
- 23.11 Tenure of office.
- 23.12 The term of office of a workers committee shall be two years after which elections shall be held.
- 23.13 A member of the workers committee shall be eligible for re-election after the expiry of the term of office.
- 23.14 A member of the workers committee may be removed from office by a majority vote of two thirds of the workers in the establishment.
- 23.15 A member of a workers committee who ceases to be an employee of the establishment shall also cease to be a member of a workers committee.
- 23.16 Where a vacancy occur in the workers committee the employees shall if they desire elect a replacement onto the workers committee and such a replacement shall hold office up to the next election.
- 23.17 Matters which fall within the portfolio of the workers committee-
- (a) all matters of mutual interest to the workers and management;
  - (b) elimination of health hazards at the work place;
  - (c) provision of welfare services;
  - (d) HIV/Aids workplace interventions;
  - (e) housing where this is applicable;
  - (f) improvement of working and living conditions;
  - (g) implementation of collective bargaining agreements;
  - (h) resolve disputes;
  - (i) clarify employment and workplace rules to other workers and their families.
- 23.18 Works Council.
- 23.19 In every establishment where a workers committee has been elected there shall be a works council.
- 23.20 A works council shall be composed of equal number representing the employer and the workers committee including a chairperson.
- 23.21 The size of a works council shall be of mutual agreement between the employer and the workers committee at enterprise level.
- 23.19 The works council shall draw up a constitution which will guide its operations.
- 23.20 The procedure of the works council shall be determined by its constitution.

*Scope of works council discussion*

The functions of the works council shall be-

1. To focus the best interest of the establishment and employees on the best possible use of its human, capita and other resources so that maximum productivity and optimum employment standards may be maintained.
2. To foster, encourage and maintain good relations between the employer and employees at all levels and to understand and seek solutions to their common problems.
3. To promote the general and common interest, including the health, safety and welfare of the establishment and its employees.
4. To promote and maintain the effective participation of employees in the establishment and secure mutual cooperation and trust of employees and their representatives in the interest of industrial harmony.
5. To be consulted by the employer about proposals relating to the following-
  - (a) restructuring of the workplace;
  - (b) production improvement plans;

- (c) job grading, training and education affecting employees;
  - (d) implementation of an employment code of conduct;
  - (e) payment of discretionary bonus and merit increases;
  - (f) retrenchment of employees in terms of the Act.
6. Before the employer may implement proposals relating to any matter referred to in subsection 5 above the employees shall-
- (a) afford the members of the Works Council representing the workers committee to advance alternative proposals.
  - (b) consider and respond to the proposals and representations if any as mentioned above and if the employees disagree with them state the reasons of disagreeing.
  - (c) attempt to reach consensus with the members of the workers council representing the workers committee on any matter referred in subclause 5.
7. Meetings and the business of the works council shall be conducted in the following manner-
- (a) it shall normally meet at least once per month during working hours on a date and time as the Chairperson may determine;
  - (b) items for the agenda shall be submitted to the Chairperson in writing at least five days before the meeting;
  - (c) the Chairman shall prepare the final agenda and circulate to all those to attend;
  - (d) the attendance of the meetings shall be restricted to the elected and appointed members provided that the works council can co-opt additional members in an advisory capacity for specific items;
  - (e) the quorum for the meetings shall be two elected members/appointed members on both sides;
  - (f) decisions of the works council shall normally be unanimous and shall be recorded in the minutes;
  - (g) minutes shall be recorded by the Human Resources member or one of the elected members and minutes shall be circulated seven days after each meeting and shall be confirmed at the next meeting by all members and signed by the Chairperson and the member who recorded the minutes.

## **24. Long service awards**

- 24.1 In order to qualify for the long service awards an employee should have completed 10, 15, 20, 25, 30, 35, 40 years of continuous service with the same employer. Company mergers take-overs and change of management will not affect the employee's service record.
- 24.2 The recipient shall be awarded with a long service certificate and a present or equivalent cash payment to be made at the end of the month following the employees anniversary of joining the organisation paid as follows-

<i>No. of years worked</i>	<i>Percentage of monthly salary</i>
10	55%
15	60%
20	70%
25	80%
30	90%
35	95%
40	100%

## **25. Medical aid scheme**

- 25.1 After the completion of a probation period, the employer shall ensure that all employees join a medical aid which would allow employees to access Private Hospitals services.
- 25.2 The employer shall pay at least 70% of the contributions for member, spouse and up to four children under the age of eighteen years towards the scheme referred to subsection 1 above with employees paying the remainder.
- 25.3 Employers shall ensure that Group Personal Accident cover for all employees includes sickness cover

with higher limits.

## **26. Funeral policy**

An employer shall make reasonable arrangements to assist an employee in the event of death of any member of his or her immediate family i.e. spouse and children whose age is eighteen years and below.

## **27. Loans**

Where possible employers are encouraged to provide loans to employees and to charge reasonable interest rates.

## **28. Annual non-pensionable bonus**

The Industry acknowledges the need for employers to pay either a profit share or a bonus to all employees in the event of a company posting positive results.

## **29. Registration and council dues**

29.1 Every employer in the sector at the time of coming into operation of this Agreement shall, within one month of that date, unless it had already been done, notify the Secretary of his or her full name, trading name, postal and physical address and a summary of the activities of the undertaking.

29.2 All employers and employees engaged in the Insurance Industry shall from the date of publication of this Agreement pay dues to the Council and all employers shall deduct from the wage or salary of each of the said employees the appropriate due.

29.3 The dues to be paid monthly in arrears falling due at the end of the month in which the wage or salary was earned.

29.4 The dues shall be paid by the employee at the rate of 2.5% of the employee's monthly wage or salary as at the date of deduction and at the same percentage thereafter at the end of each succeeding month, which percentage shall be subject to review from time to time:

Provided that-

(a) no dues shall be payable where owing to short time working or any other cause an employee's pay is reduced below seventy per cent of his normal wage or salary;

(b) no deductions shall be made in respect of an employee who is off sick for a period in excess of 30 days and not in receipt of sick leave pay or a substitute payment;

(c) deductions shall be made in advance from the leave pay, which is paid to an employee prior to his or her commencing his or her leave.

29.5 The dues to be paid by each employer each month shall be the total amount that all employees in their organisation have paid in terms of section 28 (4) of this CBA.

29.6 Each employer shall forward the total amount of the employee and employer's dues, to be received at the Council's office not later than the last day of the month which the dues relate. In the event that dues are not received at the council offices by close of office on the last day of every month, interest shall be charged at bank rate and the employer shall be responsible for the payment of all interest.

29.7 The provisions of this section shall not apply to casual Employees.

29.8 Any breach of this section by an employer shall be dealt with in terms of the Act and this CBA.

## **30. Union dues**

Every Employer shall collect Union dues from its employees (Trade Union members) within their employment in terms of section 54 of the Act on monthly basis and shall pay the dues to the union by the 10th of each month.

## **31. Exemptions, retrenchment and approval of measures to avoid retrenchment**

31.1 The Exemption Committee may, in its discretion, and upon such terms and conditions as it may determine grant exemption in writing on any provision of this CBA as may be requested by the employer

or and employee(s).

- 31.2 Applications for exemption in terms of subsection (1) shall be made, in writing giving reasons thereof.
- 31.3 Any such exemption granted may be withdrawn by the Exemption Committee, at any time after hearing both parties, in its sole discretion provided that reasons are supplied in writing to both parties.
- 31.3 Any employer, who has a Performance Appraisal System in place and a wage increase agreement negotiated at Works Council Level, may apply to the Exemption Committee to be exempted from implementing the industry stipulated percentage increase on existing employees.
- 31.4 An employer who wishes to retrench one or more employees whose occupations are listed in the first schedule of this CBA and has no works council or the majority of the employees concerned agree to such a course, shall give notice of his or her intention to the Exemption Committee which shall dispose the notice in terms of the Act.
- 31.5 Every employer who wishes to institute measures to avoid retrenchment and has no works council agreement on the matter shall apply to the Exemption Committee for permission to institute such measures.
- 31.6 An employer who has reached an agreement on instituting measures to avoid retrenchment with the employees alone or with the workers committee or works council not having a representative of a registered trade union as a member, such employer shall give written notice of the agreement to the Exemption Committee for approval not later than fourteen days after the employer begins implementing the agreement.
- 31.7 Where an employer alleges financial incapacity and consequent inability to pay the minimum retrenchment package stipulated in the Act timeously or at all, the employer shall apply in writing to the Exemption Committee to be exempted from paying the full minimum retrenchment package or any party of it.

## **32. Enforcement of agreement**

- 32.1 The Designated Agent shall assist in giving effect to the terms of this agreement, and it shall be the duty of any employer or employee in the insurance industry to permit such person(s) to institute such enquiries and to examine such books or documents as may be necessary to ascertain compliance with this CBA.

## **33. Copy of agreement and notice**

- 33.1 Every employer shall exhibit or make available a copy of this agreement and all amendments thereto in a place easily accessible to every employee.
- 33.2 Every employer shall exhibit a notice, in the form set out in the Second Schedule, showing the number of ordinary working hours per week and the normal daily times of starting and times of finishing work in his establishments for each grade or group of his employees.
- 33.3 No person shall alter, deface or remove, or cause to be altered, defaced or removed, the copy of the agreement, save on the instructions of the employer when carrying out his responsibilities under subsections (1) and (2).

## **34. Administration**

- 34.1 The Council shall be the body responsible for the administration and guidance of this agreement, and may issue expressions of opinion not inconsistent with the provisions for employers and employees.
- 34.2 Any dispute between any employer and employee(s) arising from the interpretation, compliance or breach of this CBA shall be referred to the Designated Agent who shall dispose the dispute in terms of the Act.

## **35. Gratuities on termination of employment**

- 35.1 Subject to the provisions of subsection (4), an employee who has completed five or more years of continuous service shall, on the termination of such service, irrespective of the circumstances of such termination, be paid a gratuity of not less than the amount derived by multiplying the appropriate percentage of his current monthly wage by the number of completed years of continuous service, as set out in the Third Schedule.
- 35.2 If an Employee who has completed five or more years of continuous service dies before receiving a gratuity in terms of subsection (1), there shall be paid to his estate the sum, which the Employee would

have received if his contract of employment had terminated on the day of his death.

- 35.3 Notwithstanding the provisions of subsections (1) and (2), if an Employee is a member of Pension fund apart from NSSA that provides for the Employee or his dependants, to receive an amount in excess of the employee's own contributions together with interest then the gratuity payable shall be reduced by such excess.

In the event of the benefit due being a pension, or deferred pension, then the value of the pension, or deferred pension, shall be compared with the gratuity payable plus the refund of the employees own contributions with interest and if the pension or deferred pension, is less than the gratuity and refund of contributions, then the difference shall be paid in cash by the Employer.

- 35.4 Notwithstanding the provisions of this section, an Employer may-

- (a) set off against, and deduct from, any amount payable in terms of this section any sum owed to the Employer by the Employee or by his estate in terms of a civil judgment in favour of the Employer and arising out of theft or fraud committed by the Employee.
- (b) if, before an amount payable in terms of this section has been paid, the Employer has-
- (i) laid criminal charge for theft or fraud against the Employee, or
- (ii) cause a civil summons to be issued, claiming from the Employee, or his or her estate, a sum alleged to be owed to the employer by reason of theft or fraud committed by the employee;

Withhold payment of the sum specified in the charge or summons, as the case may be, until the charge or claim had been finally determined.

- 35.5 If the court proceeding arising from a charge or summons referred to in subsection (4) lapse or if when the proceedings are finally determined the employer does not obtain civil judgment for full sum withhold by him in terms of paragraph (b) of that subsection the employer shall within three working days thereafter paid the whole or the balance of that sum, whichever is appropriate, to the employee of his estate as the case may be together with interest thereon at the rate of twenty-five *per centum* per annum from the date on which the gratuity should otherwise have been paid.

In this section "civil judgment" includes an award or compensation or restitution in terms of Part XIX of the Criminal Procedure and Evident Act [*Chapter 9:07*].

## 36. Variations

Any variation of any clause contained in this CBA shall be reviewed at the discretion of Council upon receipt of a written request from an applicant and Council's decision shall be final.

## 37. Code of conduct

The provisions of the code of conduct incorporating the disciplinary code and grievance procedure shall be observed by all employers and employees and the parties to this CBA hereby agree to ensure that all such provisions are complied with.

## 38. Declaration

The Trade Union and the Employers' organisations having arrived at the agreement set forth herein, the undersigned hereby declare that the foregoing is the agreement arrived at, and affix their signatures hereto.

Signed at Harare, on behalf of the employees and the employers, on this the  
Day of 2016.

G. CHAKADENGA  
PRESIDENT  
INSURANCE EMPLOYEES  
UNION OF ZIMBABWE  
(ZTEU)

L. MADAVO  
CHAIRPERSON  
INSURANCE EMPLOYERS  
ASSOCIATION OF ZIMBABWE  
(IEAZ)

P. T. BVUMBE  
CHAIRPERSON OF COUNCIL  
NATIONAL EMPLOYMENT  
COUNCIL FOR INSURANCE

P. ZINDOVA  
SECRETARY OF COUNCIL  
NATIONAL EMPLOYMENT  
COUNCIL FOR INSURANCE



**First Schedule  
GRADING MATRIX**

<b>LIFE ASSURANCE SUB SECTOR GRADING MATRIX</b>		
<b>POSITION</b>	<b>DESCRIPTION OF DUTIES</b>	<b>GRADE</b>
CONTRACTS DRAFTER	Drafts contracts for the organisation. Initiates registration of contracts and pension fund rules with IPEC. Develops monitoring tools for the business unit. Participates in compliance verifications.	B3
ACCOUNT ADMINISTRATOR	Allocates contributions to member level. Reconciles clients' accounts. Attends to customer queries. General maintenance of accounts. Conducts savings pots and cash backs. Underwrites medical conditions.	B3
ACCOUNTING OFFICER	Collects and captures premiums from clients. Calculates fund expenses. Reconciles premiums. Prepares financial statements for client accounts. Pays commissions to brokers.	C1
ACCOUNTS ADMINISTRATOR	Processes payment for benefits and statutory obligations. Prepares bank reconciliations for self-administered pension funds. Prepares creditors reconciliations. Prepares quarterly IPEC returns. Prepares quarterly and annual fund accounts. Updates ledgers for all payments done. Prepares audit schedules.	C1
ACCOUNTS OFFICER	Processes payments of utility bills. Administers and reconciles creditors' accounts and rental debtors. Administers petty cash. Administers the company's bank accounts.	B3
SALARIES OFFICER	Administers the payroll and ensures compliance with statutory requirements. Prepares petty cash vouchers. Carries out reconciliations. Carries out loan affordability checks.	B3
OFFICE ADMINISTRATOR	Serves clients, Data capturing, Receives requests via emails from the departments and prepares requisitions. Receives claims from clients. Checking and verifying the validity of claims and capturing in the system. Downloading facultative statements and sending them to clients. Booking meetings, accommodation and functions.	B2
PENSIONS ADMINISTRATOR	Calculates fees and all group life assurance premiums. Administers take up of new rates. Administers winding up of discontinued funds. Carries out data uploads. Follow up on data and payments. Produces cumulative reports after every upload.	B3
SYSTEMS / INFORMATION TECHNOLOGY ADMINISTRATOR	Conducts disaster management support and test reforms. Business applications support. Creates and runs business reports. Administers exchange rates into the system. Maintains network infrastructure. Ensures flood prevention and monitors server/s. Manages the Local Area Network. Implements new operating platforms. Repairs faulty machines.	C2
MAIL ROOM & CLEANING SUPERVISOR	Cleans offices. Collects and sorts incoming and outgoing mail. Distributes mail. Receives overnight mail and door to door delivery of mail.	A2
MARKETING ASSISTANT	Attends to and resolves queries raised by clients and refer complex ones to the respective departments. Receives new business from agents and forward for acceptance. Processes claims before submitting to management for approval. Receipts and reconciles all premiums.	B2
MAILS CLERK	Records and sorts mail. Conducts banking transactions as directed by supervisors.	A3

MOBILE UNITY OFFICER	Carries out marketing and promotional activities. Conducts market intelligence on competition. Monitoring and evaluating competitor activities. Attends exhibitions and carries out stop order lodgements.	B3
NEW BUSINESS ADMINISTRATOR	Checks alpha and life office register on life policies. Processes and accepts new business. Lodges stop orders. Maintains the new business diary. Matches underwriting requirements. Processes refunds. Checks, assembles and dispatches policy documents. Re-assures all life policies.	B5
SECURITY OFFICER	Provides visual security presence through deployment and supervision of security personnel. Carries out random security checks. Monitors the CCTV. Manages Access Controls. Issues out access tags, office keys and ensure that spare keys are kept safe.	B4
RECEPTIONIST	Receives and directing incoming calls. Receiving and directing customers. Receives and record mail into the mail register. Refers telephone faults to service providers. Compiles monthly telephone budget reports.	B1
SALES OFFICER	Grows membership through market penetration strategies. Coordinates and manages distribution channels. Manages advertising and stakeholder relations.	C2
POLICY SERVICES ADMINISTRATOR	Collects revenue. Carries out premium reconciliations and applications. Administers policies. Processes payments of commissions. Stakeholder relationship management. Ensures functionality of premium accounting systems.	B3
SWITCHBOARD OPERATOR	Manages in and outgoing calls. Takes telephone messages. Receives faults from staff and prepares requisition for repairs. Monitors call logging system. Updates telephone extensions list. Prepares journals monthly on telephone costs.	B1
STORES CLERK	Receives goods from suppliers. Dispatches stationery and promotional material. Conducts stock takes and stock reconciliations. Monitors the quality of goods delivered. Produces monthly stock reports.	B2
SENIOR ADMINISTRATOR	Processes all claims including death and paltry. Verifies payments for policy documents processing. Administers Surrenders, refunds, loans and maturities.	B3
IB OFFICE ADMINISTRATOR / RECEPTIONIST	Receives walk in clients and directs them. Attends to minor queries and updates the query and comments register. Administers the bulk communication SMS system with clients. Administers micro schemes programs. Policy Alterations. Arrange travels for staff. Housekeeping. Takes minutes in department meetings. Receives, records and dispatch mail.	B2
IB CLAIMS ADMINISTRATOR	Administers the funeral cash plan. Verifies authenticity of deaths with employers, hospitals and registrar general's office. Administers maturity surrenders and early retirement benefit claims. Processes policy loans. Administers petty cash, valuation data and claims reports.	B3
DRIVER	Assesses the company fleet to establish vehicles requiring service and for any accidents. Runs grocery errands. Delivers RTGS forms to the bank and collects mail from the Post Office. Distributes mail. Filing. Does school runs for the executives.	B1
TRAINING & DEVELOPMENT ADMINISTRATOR	Analyses staff development plans. Produces and distributes training schedule and nomination forms. Sorts, lists and sends out nominations per course. Organise travel and subsistence allowances. Prepares course material. Provides client services. Processes bill payments for service providers such as consultants, hotels, caterers.	C2
DEBTORS CLERK	Administers the debtors' book. Administers the collection of contributions. Conducts staff debtors and bank reconciliations. Resolves payment	B3

	queries and enquiries received from clients.	
EMPLOYEE BENEFITS ADMINISTRATOR	Reconciles premiums. Collects data from clients. Calculates claims and payments of same. Drafts advisory letters to clients wishing for claim payments. Requests for medicals from pensions funds. Evaluates benefits data. Calculates commission for agents. Processes monthly payments and tax deductions. Prepares employee benefit statements.	B3
DATA CAPTURE CLERK	Receives batched proposals from area offices and indoor staff. Verifies proposals for missing information and compliancy. Captures completed proposals. Prepares premium schedules for companies. Accepts non-life policies and some specified funeral cash plans. Sends all captured policies to new business.	B2
CORPORATE SERVICES ADMINISTRATOR	Allocates pool vehicles. Books cars for service. Attends to all road accidents. Liaise with brokers for accident claims. Renewal and updating of insurance portfolio. Licences all vehicles. Attends to security of the building. Allocates fuel to all departments.	C1
FILING/REGISTRY CLERK	Files all proposals. Retrieves files as and when needed. Distributes incoming mail. Dispatches outgoing mail. Collects used files and file them away. Allocates and reference incoming documents for new or existing files. Archives all dead files.	B1
CREDITORS CLERK	Processes requisitions. Seeks authorisations for payments. Refers authorised requisitions to the creditors controller for payment. Attends to all creditors queries. Produces bank statements for 4 banks. Reconciles creditors' accounts.	B3
EXECUTIVE SECRETARY	Provides secretarial services to executive management. Draws up budget requirements for the executive. Prepares stationery, refreshments and travel requests for the executive. Organises events and functions. Receives information and prepares presentations for executives.	B4
CLIENT/CUSTOMER SERVICES CONSULTANT	Attends to clients' queries. Submits withdrawal requests. Receives documents from clients, check and dispatch the same to relevant team leaders. Markets all company products. Opens and checks accounts for Unit Trusts. Attends to customer complaints.	B3
CASHIER	Receives payments from clients. Responsible for debit order receipting and handling Eco-cash receipts for Medical Aid. Receives and update all receipts. Resolves all queries. Receives payment enquiries either by telephone, email written or walk-in clients and updates payments if they are not credited into the client's account.	B2
CLIENT SERVICES ADMINISTRATOR	Attends to clients claims notifications. Sells new policies to walk in clients and alternative products to the existing clients. Responsible for non-value alterations. Processes refunds. Processes cancellations after discussing with the clients. Compiles weekly and monthly statistical data.	B3
CASHBOOK CLERK	Receives and processes authorised requisitions. Attends to all queries regarding the company's banking accounts. Prepares bank and ledger reconciliations. Disburses petty cash.	B3
CLEANER	Cleans all offices and furniture. Prepares teas. Cleans vehicles and public areas.	A1
CARETAKER	Attends to electrical faults. Attends to the water pump supplying the whole building. Supervises cleaners. Attends to the general maintenance of the building and furniture. Supervises security of the building.	B3
CALL CENTRE AGENT	Attends to mobile registration alterations. Attends to queries on account status. Handles confirmations when clients go into hospital. Sources business from potential clients. Attends to sms queries.	B2

BUS DRIVER	Ferries employees to and from their work station/s. Delivers and collects mail and other items as required by the office. Delivers food to town offices.	B2
BENEFITS PAYMENTS CLERK	Processes pension claims. Communicates with beneficiaries and respective companies on the outcome of claims. Files records of payment. Updates all funds with interest accrued. Attends to client queries.	B2
ACCOUNTING ASSISTANT	Processes all payments requisitions, reconciles and collects all premiums for billed policies as well as clearing all premium suspense accounts.	B3
ASSISTANT EMPLOYEE BENEFITS CONSULTANT	Provides a critical link between various Pension Funds and Fidelity Life through the provision of employee benefits related advisory services.	C2
BRANCH ADMINISTRATOR	Sources, maintains and procures new business. Also performs secretarial, client services and procurement functions for the branch.	B3
CHEF	Prepares and serves meals to all staff and executives. Plans menus and develops recipes for meals.	C1
COMMISSIONAIRE	Handles and directs calling in visitors. Ensures the cleanliness of the foyer and that staff and company assets are secure. Provides reception and security duties at the foyer.	B2
HUMAN RESOURCES & DEVELOPMENT OFFICER	Assists the Human Resources and Development Manager in offering effective and efficient human resources services to all employees in the organisation. Interprets labour legislation and company conditions of service to employees and management. Assists HR Manager in administering the performance management system. Administers the payroll.	C3
JUNIOR DEVELOPER	Develops, maintains and supports databases and business application systems. Designs and creates databases for all company divisions.	C1
RESIDENT MECHANIC	Ensures that all company vehicles are roadworthy. Carries out correct fault diagnosis on defects reported. Carries out repairs as diagnosed within in agreed times.	C2
SECURITY GUARD	Handles and directs calling in visitors. Carries out patrols on the premises to prevent and detect signs of intrusion and ensure security of the premises.	A2
SENIOR POLICY SERVICES ADMINISTRATOR	Sources, maintains and procures new business as well as supervising all branch staff. Performs policy administrative functions including keeping up to date with policy changes, new products and other services available. Monitors the drafting of acceptance letters and ensures that the acceptance letters are sent out to the clients.	C3
UNDERWRITER	Ensures accurate processing of all underwriting requirements and timeous payments of medicals fees and reassurance.	C3

<b>REINSURANCE SUB SECTOR GRADING MATRIX</b>		
<b>POSITION</b>	<b>DESCRIPTION OF DUTIES</b>	<b>GRADE</b>
ASSISTANT UNDERWRITER	Assesses claims. Registers claims. Settles claims. Processes claims recoveries. Provides client services. Undertakes marketing activities for the department. Accepts risk. Reconciles clients' statements. Attends to all operations queries.	C1
MESSENGER	Distributes newspapers and mail. Delivers RTGS forms to banks. Sorts, records and distributes over-night mail.	A2
	Records and writes off all prepaid expenses and follow up on receipts. Receives and reconciles payments from creditors. Processes payments and maintains the payments register. Inputs business	

FINANCE ASSISTANT	information into the system. Maintains the filing system. Maintains the asset register. Computes depreciation and impairment allowances. Originates and passes accounting and investment journals information into the system. Prepares journals for management accounts. Computes gains and losses on all non USD accounts. Monitors and analyses money market developments to ensure best investment deals. Valuates, administers and monitors performance of the company's investments in the equities and money markets. Administers the company's cash flows. Attends to all stakeholder queries.	B4
UNDERWRITING CLERK - CLAIMS	Processes claims for payment. Salvages recoveries including third party. Filing claims. Processes reports for all booked claims. Visiting insurance companies. Attends to queries from clients. Assists in compiling and maintaining claims records.	B3
UNDERWRITING CLERK - FACULTATIVE	Analyses up slips and bordereaux before capturing for accuracy. Estimating premiums every week. Interacts with credit control regarding confirmation of premium payments and records. Verification of facultative records with claims department. Carries out on the job training for students on attachment. Maintains facultative in wards register on a class by class basis. Effects premium booking in the system. Closes bordereaux and slips.	B3
PERSONAL ASSISTANT TO MANAGING DIRECTOR	Manages the Managing Directors diary. Makes travel arrangements for the Managing Director. Attends to executive meetings and takes minutes. Procures stationery and groceries for the Managing Director's office. Procures capital items. Supervises drivers and receptionists.	B4
PERSONAL ASSISTANT TO GENERAL MANAGER	Manages the General Manager's diary. Makes travel arrangements for the General Manager and Underwriters. Filing. Manages incoming and outgoing correspondence in the General Manager's office. Procures stationery and office consumables. Consolidation of monthly reports including board and audit packs. Events planning and management. Minute taking.	B4
ACCOUNTING OFFICER	Prepares requisitions for payments. Prepares RTGs forms for payments. Notifies the recipients of the funds when payments are made. Data inputting for financial reporting. Administers petty cash. Compiles/prepares bank reconciliations. Prepares journals. Reconciles inter-company and debtors accounts. Administers the fixed assets register.	B4
DEBTORS CLERK	Makes sure debts are collected for business due. Balances premiums. Ensures that all premiums are accounted for daily. Debtors' reconciliations with insurance companies and broking firms. Books facultative business. Checks premiums on claims before payment. Attends to customer queries. Markets the section's activities.	B2
RECEPTIONIST	Receives and directs visitors. Operates the switchboard. Procures and distributes stationery. Responsible for making travel arrangements for executives. Data capturing of financial information. Maintains the attendance register.	B1
DRIVER/CHAUFFER	Collects and delivers mail. Provides chauffer services to the Managing Director, Executive Management and other staff members. Picks up school children for executives. Runs some grocery errands for the office. Delivers and collects mail and other documents to and from various institutions. Filing. Relieves other messengers and drivers. Looks after pool vehicles. Assists in recruitment of drivers. Picks up staff to and from work with the staff bus.	B1
	Produces various monthly accounts reports. Procures office furniture, equipment, computers	

ACCOUNTS CLERK	and other services. Manages stationery stocks. Administers the insurance portfolio. Prepares monthly reconciliations.	B3
SALARIES OFFICER	Administers the company payroll and other confidential payments. Administers employees' welfare schemes. Compiles bank reconciliations. Maintains the company's performance management system and ensure continuity. Administers and maintains leave records. Assists in the initiation, evaluation and recommendation on competitive remuneration schemes in the business unit. Assists in the preparation of annual salaries budget.	C2
SYSTEMS ADMINISTRATOR	Administer security, integrity and access control systems. Designs and controls the database dictionary and sets up standard in relation to its use. Designs the logical structure of the database. Maintains and tunes SQL data and log files. Ensure the network is running properly. Attends to all network problems. Attends to all hardware and software related problems. Prepares hardware and software logging system. Implement backup procedures and maintains back up facilities. Arranges for adhoc reports for management. Implements systems upgrades. Ensures antivirus is up to date. Ensure the security of the computer room and all user documents. Examines feasibility of potential computer applications. Analyses user system requirements. Tests software provided by software suppliers. Trains users for usage of new computer procedures and software. Implements new systems according to scheduled timetables. Assists with system reviews and makes recommendations.	C3

<b>FUNERAL INSURANCE SUB SECTOR GRADING MATRIX</b>		
<b>POSITION</b>	<b>DESCRIPTION OF DUTIES</b>	<b>GRADE</b>
INFORMATION TECHNOLOGY TECHNICIAN	Hardware and software installation. Train users on MS Office products. Designs, deploy and maintain the company website. Develops software and support of same. Repairs and services hardware. Sets up network and provide repairs and maintenance of same. Carries out daily back-ups. Develops and maintains IT faults login register. Conducts database restoration in liaison with the entire IT team.	C2
PERSONAL ASSISTANT TO EXEC. DIRECTOR	Provides secretarial services to the Director. Typing and attends to queries from clients. Checks invoices prepared by consultants. Liaises with suppliers. Handles imports and exports. Takes minutes of meetings. Handles petty cash for the department. Updates the cash book. Housekeeping and Banking. Keeps the director's diary.	B4
BUSINESS DEVELOPMENT & PROJECTS OFFICER	Oversees Group construction and refurbishments projects. Spearhead the Group's branch expansion through identification and acquisition of land in targeted areas of expansion. Ensures all branches have working support infrastructure e.g. generators water tanks and stands. Oversees the maintenance of Group properties country wide. Sources and evaluates contractors. Maintains documentation. Ensures quality, timely and within budget completion of projects.	C4
MESSENGER/OFFICE ORDERLY	Sweeping and cleaning of the building, toilets and offices. Mail deliveries and collections. Delivers banking papers to the bank. Delivers payments to insurers.	A2
CASHIER	Receipting cash payments. Issuing petty cash and grocery allowances. Updates and issues cash cards. Banks cash remitted by clients. Updates payment data into the system. Prepares daily reconciliations.	B2
	Reconciles group debtors and creditors. Reviews daily cash reconciliations. Maintains the company	

ASSISTANT ACCOUNTANT	fixed asset register. Prepares bank and intercompany reconciliations. Produces management and financial accounts. Creates journals.	C1
CREDIT CONTROLLER	Reconciles Debtors Accounts. Makes follow-ups on unpaid accounts. Updates the debtors' age analysis. Manages the holdings filing system. Performs stock counts.	B4
AUTO ELECTRICIAN	Maintain the Company fleet to acceptable standards of workmanship. Attends to all electrical work on vehicles and buses. Services and repairs vehicles' and buses' electrical units such as starters.	C2
ACCOUNTS CLERK	Captures receipts and cashing. Maintains petty cash and other floats. Capturing of all payment vouchers. Carries out creditors reconciliations. Prepares cash books. Carries out bank reconciliations. Responsible for stock control. Purchasing and issuance of stationery. Processing and safe keeping of company documents. Carries out monthly stock reconciliations.	B3
BUS DRIVER	Drives clients to and from requested destinations. Ensures that all buses are clean at all times. Conducts vehicle checks on a daily. Assists with pitching tents and setting up burial equipment during funerals.	B2
ADMINISTRATION CLERK	Claims Processing. Makes follow up on payments. Attends to clients' queries. Debtors' reconciliations. Processing benefit requisitions. Produces daily, weekly and monthly claims reports. Processes refunds requisitions.	B2
DATA CAPTURE CLERK	Uploads clients' information into the system. Creates deduction files. Keeps records of all posted data. Verifies policies. Ensures that all data has been properly recorded. Verifies group and individual rates.	B1
ELECTRICIAN	Attends to electrical faults. Services electrical fittings. Updates maintenance records/reports. Identifies faults on equipment and determine possible causes and solutions. Replace/repair/overhaul faulty components. Contributes ideas to prevent repeated equipment failures.	C2
DRIVER/CHAUFFER	Provides chauffer services to the CEO. Carries out all the errands for the office of the CEO. Carries out banking services. Mail deliveries for the CEO's office. Premium collections. Filing. Raises requisitions for the CEO's vehicle when it becomes due for service.	B1
CREDITORS CLERK	Processes creditors' payments and refunds. Assists with bank reconciliations. Updates creditors system and reconciliations. Filing. Prepares stock accounts.	B2
CUSTOMER SERVICES OFFICER	Contacts all the clients for feedback on service delivery. Evaluates the feedback from the clients. Produces reports on feedback. Organises unveiling of the tombstones. Marketing and selling of the tombstones. Requests reports from staff on any matters raised by clients.	B4
CUSTOMER LIAISON OFFICER	Supervises client services clerks and receptionist. Monitors clients' movements. Maintains order and cleanliness at reception. Updates policies. Processes refunds. Attends to client queries. Maintains good public relations with all stakeholders.	B5
MECHANIC	Carries out services as planned. Carries out repairs as and when necessary. Maintains the company fleet. Diagnoses faults on vehicles. Covers breakdowns. Carries out scheduled VID plans for certificates of fitness. Conducts tests on repaired and serviced vehicles. Repairs and services non vehicle equipment.	C2
MORTICIAN	Carries out home and hospital removals. Responsible for Mortuary records keeping. Washing, dressing and embalming of the	B3

	deceased. Cleans the mortuary.	
PIANIST	Attends to bereaved clients. Plays the piano to console the clients. Preaches the word of hope to clients. Conducts church service at the funerals. Operates the PA system.	B1
TYRE FITTER	Maintains the fleet's tyres to acceptable standards of workmanship. Attends to all tyre work on vehicles and buses and bowsers. Inspects vehicle tyres.	A2
POLICY ADMINISTRATOR	Follows up on outstanding payments. Updates and posts all payments. Dispatches billing schedules to paying authorities timeously. Captures all schedules and posting sheets timeously. Files all schedules. Prepares premium reconciliation schedule. Prepares forecasts on income. Updates payments. Investigates premiums.	B4
SALARIES OFFICER	Processes salaries. Ensures payroll is compliant with statutory requirements. Ensures all collective bargaining agreements are captured. Generates all payroll reports for use and approval by relevant offices/authorities. Liaises with banks on all queries regarding payments of salaries. Prepares relevant payroll documentation for new employees. Files all payroll documentation. Payroll back up.	B3
REGISTRY CLERK	Safe keeping of all files. Sets up controls for recording, storage and retrieval of files. Purges all outdated records. Scans files in the registry office. Receives, records, sorting and dispatches mail.	B1
SITE CLERK	Receives and records materials delivered to sites. Ensures safe and systematic storage and usage of all materials received. Records all materials not usable and returns to suppliers for reimbursement. Ensure adequate stocks of materials on site. Conducting daily stock takes on site.	B2
STORES CLERK	Raises internal purchase requisitions. Receives and records goods received. Dispatches goods as per requests. Carries out stock controls. Records workshop activities.	B2
SECURITY GUARD	Carries out random searches and patrols on site to curb pilfering. Records all events in the occurrence book. Monitors vehicle records. Welcomes clients at the main entrance and directs them accordingly. Carries patrols at the premise. Records valuables brought in and out of the premises. Fuels the generator. Makes fuel requisitions. Verifies and reconcile bodies for post mortem and washing.	A3
TRANSPORT & LOGISTICS ADMINISTRATION CLERK	Updates and monitors fleet database. Ensures that vehicle history records are up to date. Logs all relevant information into the company's fleet management database. Liaises with the drivers to ensure that key reports are complete. Purchases spares, service kits, fuel and oils.	B3
STORES CONTROLLER	Checks the quality, quantity and price of stocks. Ensures on time stock delivery. Maintains accurate stock records. Liaising with transport supervisor on equipment requirements. Maintains proper records of ancillary equipment. Oversees stocks and maintenance of same.	B3
SERVICES CONSULTANT	Attends to client needs. Gives quotations to clients. Booking and paying for graves. Assists clients to get burial orders. Coordinates repatriation and expatriation procedures. Monitors and coordinates funeral arrangements. Sells coffins and caskets.	B3
MESSENGER/OFFICE ORDERLY	Sweeping and cleaning of the building, toilets and offices. Mail deliveries and collections. Delivers banking papers to the bank and payment papers to insurers.	A2
UNDERWRITER	Underwrites new business. Administers reinsurance treaty programmes. Arranges suitable reinsurance cover for new business. Processes reinsurance payments and commissions. Administers reinsurance claims and recoveries. Liaises with brokers, agents and other stakeholders. Provide client services.	C2



RECEPTIONIST / SWITCHBOARD OPERATOR	Receiving and directing mail. Typing documents. Takes minutes. Receives and directs visitors and clients. Attends to client queries and inquiries.	B2
WELDER/METAL FABRICATOR	Welds and assembles metal components to effect repairs. Carries out metal fabrication as necessary. Builds metal structures as required.	B2
HEARSE DRIVER / UNDERTAKER	Conducts and leads the funeral processions. Operates and clean cemetery equipment. Cleans vehicles on a daily basis. Conducts vehicle checks daily. Conducts chapel services. Cleans removal equipment. Pitches tents and set up burial equipment during funerals.	B3
GENERAL HAND	Cleans offices. Cooks for staff. Pitches tents on site. Watering and maintaining the flower gardens.	A1
HUMAN RESOURCES CLERK	Administers recruitment and selection process. Prepares and remits statutory returns. Attends to hearings and provide secretarial services. Filing employee records. Creates and updates employee records. Attends to general staff queries and provide solutions thereof.	B3
NEW BUSINESS CLERK	Vets and processes new business. Alters and amends new business. Processes policy documents and acceptance letters. Administers new business stop orders. Investigates new business premiums. Processes new business premium refunds and cancellations. Services clients.	B3

<b>BROKING SUB SECTOR GRADING MATRIX</b>		
<b>POSITION</b>	<b>DESCRIPTION OF DUTIES</b>	<b>GRADE</b>
ACCOUNT BROKER - BENEFITS CONSULTING	Maintains diaries for all pension funds. Communicates with clients regarding the set periodical meetings and attend all meetings as scheduled. Prepares all documentation including minutes for all meetings. Provides updates to trustees of all pension funds. Prepares admin report consolidating all processes for the pension funds. Attends to all queries regarding pension funds. Organises staff updates and trustees' training on pension management. Provides appropriate solutions to queries raised by clients.	B5
ACCOUNT BROKER - SHORT TERM	Scans the short term and reinsurance environment. Prepares renewals and proposals for clients. Places cover with insurers. Updates clients' records with insurers. Performs credit control functions on clients. Updates and advises clients on market developments of interest to their insurance policies. Processes claims and provides advocacy service to clients. Ensures all activities and advice given to clients complies with regulatory and internal audit requirements.	B5
ACCOUNTS CLERK	Prepares bank reconciliation statements. Prepares bank transfers. Purchases stationery and maintains correct records of same. Manages the petty cash float. Prepares board payments to insurers. Processes all payments including payments for statutory bodies e.g. ZIMRA, NSSA etc.	B3
ADMINISTRATOR - LONG TERM	Calculates benefits. Contribution data loading. Handles queries form clients. Communicates with clients on the state of their benefits. Liaises with insurers to update clients' records. Record keeping including updating files on exits and new entrances. Facilitates audits of pension funds. Registers new funds and ensure they comply with IPEC regulations.	B3
ADMINISTRATOR - RISK SOLUTIONS	Renews existing business and generate reports. Prepares minutes of meetings with clients. Prepares closing instructions and place cover. Issue policy documents. Carries out amendments on clients' policies as per instructions from clients. Receive claims and notify insurers. Register and process claims based on documents submitted by the insured. Follow up with insurers on behalf of the insured. Notifies the insured on the outcome of the claim. Updates clients' databases.	B3

BOOKKEEPER	Updates the cash book. Prepares bank and cash book reconciliations. Cash flow Statements. Investing excess funds with asset managers. Conduct reconciliations for asset managers. Posts journals into the system. Debtors and creditors reconciliations. Prepares management accounts and audit schedules.	C1
CASH BOOK CLERK	Compiles the trial balance. Administers the cash book for Benefits Consulting and Risk Solutions.	B2
DEBTORS CLERK	Reconciles debtors' statements. Processes group payments. Administers staff loans.	B2
DRIVER (CLASS 1)	Ferries employees to and from their work stations. Delivers outgoing mail and collecting mail from the post office and other mail points. Airport transfers for all visitors and Minerva Staff.	B2
MAILROOM CLERK	Receives mail and sorts it into the respective team folders. Sorts outgoing mail for the messenger/driver. Photocopying and binding documents. Franking outgoing mail. Organise newspaper subscriptions. Assesses functionality of all office equipment and recommend repairs where necessary.	A3
MARKETING ASSISTANT	Manages the company's brand. Conducts market analysis, research and analytics. Communicates with internal and external stakeholders. Handles the company's social responsibility programmes. Handles and manages corporate functions. Assists in conducting Business Relationship Management (BRMs).	C1
MESSENGER	Receives mail and direct it to the relevant offices. Filing. Deliver all outgoing mail to the respective destinations. Cleaning all offices and passages. Prepares tea for the Managing Director.	A2
PENSIONS PAYROLL ADMINISTRATOR	Receives and resolves email queries within 24 hours. Reconciles the pensions control account. Effect changes to existing and new records on the payroll. Processes pension payments monthly. Computes and records pensioners' earnings monthly. Prepares payroll summaries, reports, journals and bank transfer reports. Filing of all payroll reports. Liaises with external auditors on issues relating to payroll administration for pensioners.	B3
CUSTOMER RELATIONS OFFICER	Attends to all walk in customers and refers them to the respective offices. Answers all incoming calls and makes outgoing calls. Takes messages on behalf of staff. Receives incoming mail and distributes to the respective offices. Tides the reception area.	B1
SECRETARY / RECEPTIONIST	Manages the Managing Director's Diary. Making all travelling arrangements for the Managing Director. Receives visitors and direct them to the right offices. Manning the switchboard. Provide typing services to all directors.	B3
TEAM ADMINISTRATOR	Performs all secretarial functions for the General Manager. Makes travelling arrangements for the General Manager. Makes bookings for luncheons and breakfast meetings. Orders stationery for the department and keeps proper records of same.	B3
ACCOUNTING ASSISTANT	Purchases goods and services for the head office and branches. Sources quotations from approved suppliers and processes internal requisitions and purchase orders. Processes invoices for sundry creditors. Reconciles accounts payable. Captures all payments. Allocates all payments monthly. Reconciles the main current account. Filing. Prepares monthly motor vehicles fuel usage and repair schedules. Accrues monthly expenses into accounts payable. Produces weekly payments schedule.	B3
	Production of monthly "bord" figures for distribution to insurers. Produces monthly income journal. Processes manual invoices. Reconciles insurance creditors. Reconciles debtors in liaison with divisional managers. Follow up after month	

ASSISTANT ACCOUNTANT	"bord" payments. Monthly follow up on credit balances on the debtors' age analysis. Attends to insurance creditors queries. Weekly payments to insurers based on updated reconciliations. Bank reconciliations. Verification of reconciliation of sub ledgers managed by the Accounting Assistant and the Cashier. Ensures accounts from all finance sections (Debtors, Creditors and cash book) are captured on time and that any errors are corrected timeously. Supervises clerical work in the Accounting department. Supervision of the Creditors section and making sure that the section runs smoothly. Reconciles the Balance Sheet of insurance creditors' accounts and insurance debtors.	B4
ASSISTANT BROKER	Processes and prepares renewal reports. Registers and processes claims. Prepares and updates insurance registers. Attends to renewal meetings with clients and insurers. Facilitates surveys and seminars as well as attending to client queries. Agrees and implements plan of action on renewal with clients. Collects outstanding premiums. Provides details of outstanding details to accounts. Entertaining clients. Visiting clients and insures. Capturing new and updating underwriting data. Register claims and updating. Prepares budget figures. Undertakes reviews of sums insured and limits in consultation with the clients. Reviews client needs and recommend additional products.	B4
ASSISTANT SYSTEMS ADMINISTRATOR	Creates and maintains user accounts on the server. Sets up users, computers and printers on the network. Records all complains in the ICT complains register and takes appropriate action. Assists in the procurement of hardware, equipment, software and computer consumables. Attends to all user requests. Assists users with data inputs.	C1
BROKER-EMPLOYEE BENEFITS	Registers and process claims. Processes membership movements. Processes and prepares trustees packs, reports statistics and minutes. Attends to client queries. Prepares statutory returns. Produces self-administered funds financial statements. Collects outstanding premiums and contributions. Visits clients and insurers. Captures membership data and investment managers' reports. Prepares and captures budget figures. Undertakes review of benefits structure, units and premiums. Prepares new business quotations, processes and contracts for new funds. Sets up and registers new funds/schemes.	B5
BROKER	Processes and prepares renewal reports. Registers and processes claims. Processes underwriting issues. Prepares and updates insurance registers. Attends to renewal meetings with clients and insurers. Administers surveys and seminars as well as attending to client queries. Debt collection. Attends to clients public relations. Data capturing of claims, underwriting and preparation of budgets. Responsible for new business development.	B5
SENIOR BROKER	Processes and prepares renewal reports. Registers and processes claims. Processes underwriting issues. Prepares and updates insurance registers. Supervises subordinates. Attends to filing. Attends renewal meetings. Handles client queries. Facilitates surveys and seminars. Collects premiums. Updates underwriting data. Performs public relations functions for the organisation.	C2
CASHIER	Receipts funds from clients. Processes receipts into the broking system and Tetra CS3 for the branches. Files receipts for both head office and the branches. Produces weekly receipts schedules for cash flow purposes. Processes stationery consumables issues and receipts and journals for the month. Reconciles bank statements. Attends to customer requests, queries and complaints. Ensures safety and security of cash.	B2
	Delivers mail. Offers chauffeur services to senior	

DRIVER/MESSENGER (CLASS 4)	employees and management. Carries out banking errands. Cleans offices and vehicles. Prepares teas.	B1
P.A. TO EXECUTIVE DIRECTOR/GENERAL MANAGER/SENIOR MANAGER	Administers department mail. Administers calls for the Executive Director. Administers the Executive Director's diary. Types documents. Filing. Prepares documentation for board meetings. Takes minutes in monthly management meetings. Receives and attends to visitors/clients.	B4
RECEPTIONIST	Processes all incoming and outgoing telephone calls. Records outgoing calls in the telephone register. Receives and directs clients and visitors. Orders stationery for the reception area. Receives incoming grades and mail and acknowledge them. Types Documents. Attends to the general security of the premises. Filing. Receiving and sending of faxes. Attends to emails.	B1

<b>SHORT-TERM INSURANCE SUB SECTOR GRADING MATRIX</b>		
<b>POSITION</b>	<b>DESCRIPTION OF DUTIES</b>	<b>GRADE</b>
CARETAKER / JOURNEYMAN	Maintains a clean environment. Supervises the cleaning of the public areas, toilets, staircases, outside the building. Locking up and securing all the exits and entrance after hours. Keeps records of cleaning staff and equipment. Supervises the maintenance and repairs of electrical equipment in the building.	C2
CASHIER	Receives, receipts and banks cash and cheques. Receives and distributes cover notes. Banking. Prepares bank reconciliations. Prepares monthly journals. Captures all payments into the system. Matching direct debits.	B2
CREDIT CONTROLLER	Collects premiums within credit periods. Communicates with clients. Carries out premium reconciliations. Prepares statements for underwriting department. Investigates all imbalances and queries. Conducts claims confirmations. Establishes dates of loss and status of premium payments. Prepares debtors age analysis. Processes excess of claim recoveries.	B4
CLAIMS CLERK	Acknowledges claims from clients. Captures all claims into the system. Raises requisitions for payments of claims. Facilitates salvages from vehicles written off. Facilitates recoveries from third parties. Attends to client queries. Calculates loss ratios and advise underwriting.	B3
ASSESSOR	Carries out vehicle assessments and valuations for company fleets and clients. Conducts desktop valuations. Verifies repair quotations and inspection of accident damaged vehicles and work in progress for repair jobs. Oversees the disposal of salvage through auctions. Carries out motor claims assessments. Inspects and checks work done by external assessors. Investigates motor claims resulting from accidents or theft cases.	C1
CLAIMS PROCESSOR	Receives and register claims. Appoints assessors and analyses assessor's reports. Processes claim payments. Opens files and sends premium checks. Authorises repairs for claims less than \$1000. Recoveries from third party and reinsurers. Prepares agreements of loss or cash in lieu of repairs. Prepares payment of claims and initiates recoveries. Provides regular claims feedbacks to brokers.	C2
CREDIT CONTROL CLERK	Collects premiums with the credit periods. Communicates with clients. Carries out premium reconciliations. Prepares statements for underwriting department. Investigates all imbalances and queries. Conducts claims confirmations. Establishes dates of loss and status of premium payments. Prepares debtors age analysis. Processes excess of claim recoveries.	B3
	Delivers mail to different destinations. Sources supplies for the fund. Transporting company officials and quests to and from various	

DRIVER - CLASS 1	destinations. Delivers RTGS forms to the bank. Transport company employees from CBD to Head Office and back. Cleans pool cars. Ensures pool vehicles are licenced.	B2
OFFICE ODERLY / GENERAL HAND	Cleans managers' offices. Prepares teas and other beverages for managers. Prepares teas and beverages for visitors.	A1
BUYER	Receives purchase requisitions. Sources quotations. Processes purchase orders. Liaise with various Estate Agents for jobs that need to be done at the company's properties. Manages the company's vehicle fleet.	B4
ASSISTANT SYSTEMS ADMINISTRATOR	Ensures that the network is running at all times. Repairs hardware and conducts preventive maintenance. System monitoring and application support. Troubleshoot and resolve hardware and software problems. Produce ad-hoc reports for users. Source quotations for ICT resources. Internet and email support. Monitoring IT security and ensuring that all IT infrastructure is safe. Producing system uptime reports. User training and assistance.	C1
COMMISSIONNAIRE	Records all visitors to the front desk and directs them to the reception if necessary. Records all incoming mail and packages. Monitoring security guards and doing random searches on all ingoing and outgoing clients and occupants.	B2
CLEANER	Cleaning of offices. Collect all mail from offices. Sorting all outgoing mail. Distributes all outgoing mail. Receives overnight bags, sort mail and distribute to addressees. Deliver mail within the CBD.	A1
FILING/REGISTRY CLERK	Maintains the filing system. Retrieves files as requested by user departments. Stores used files. Allocates and reference incoming documents for new or existing files. Identifies and recommends obsolete files for archiving and destruction. Checks diary system and extract files on due dates.	B1
EXECUTIVE SECRETARY	Attends to incoming and outgoing calls for the GM. Maintain the General Manager's diary. Arranging meetings and travel itineraries for the General Manager. Attends to the General Manager's visitors. Filing and typing. Taking minutes in board committee meetings and other meetings. Coordinates company functions.	B4
ACCOUNTING ASSISTANT	Prepares bank reconciliation report. Prepares documentation and processing of payments. Credit control for outside Harare branches. Capturing of receipts and payments into the accounting system. Prepares input into the company accounts i.e. updating of cashbook, journals etc. Checks branch receipts and payments. Counts cash and banking. Prepares expenditure control report. Updates asset register. Records asset transfers. Stock taking. Checks and posts of cash receipts.	B3
ACCOUNTING OFFICER	Checks payments made by brokers daily. Sends all queries to Underwriting. Responsible for the payment of commissions to the agents. Administers staff deductions. Advise the Finance Manager on the list of debtors. Allocates receipts. Collects premium debtors and reinsurance recoveries.	B3
CUSTOMER SERVICES OFFICER	Underwrites Insurance risks. Assesses travel insurance need and recommends appropriate cover. Processes travel policies and attend to travel agency queries. Processes claims and facilitates claims settlements. Negotiates claims settlements. Processes claim recoveries. Identifies customer needs and refers leads to appropriate channels for follow up. Sets up appointments for clients and broker visits. Entertains brokers and distribute promotional gifts. Authorises repairs with the approved repairers and suppliers up to set limits. Instigates claim recoveries on third parties and reinsurers. Records salvages and forwards to	C2

	the Salvage committee for disposal. Premium collection and receipting. Prepares input for monthly and weekly departmental meetings. Processes renewal invitation and reminders. Determines reinsurance up to set limits. Markets collateral materials e.g. Banners.	
BRANCH ASSISTANT	Appoints assessors where necessary. Processes recoveries from third party and reinsurers. Provide regular claims feedbacks to brokers. Recommends to management on policy performance. Claims processing. Issues quotes to clients. Underwrites business. Processes cover confirmation. Facultative placements and acceptance up to a prescribed limit. Filing. Attends to client queries. Mans the reception. Broker visits and attends to broker queries. Prepares reports. Receives and delivers mail. Receipting and banking of premiums. Matches receipts to their respective accounts. Reconciles debtors and preparation of the reports thereof. Premium confirmation for claims payment and for facultative payments. Sends out monthly statements of accounts to all customers.	C1
BACK OFFICE ADMINISTRATOR	Establishes the Company's bank balances every morning and forward them to the Investment Analysts. Provides the Daily Activity Report to the Head of Treasury. Administers investments. Prepares treasury cash book and journals for mature investments. Checks and verify treasury front office entries. Follow up on security swaps. Administers the payroll system. Prepares and remits statutory returns. Prepares financial accounts for a subsidiary company. Reconciles share certificates. Prepares monthly dividend reconciliations.	C2
INFORMATION & PUBLIC RELATIONS OFFICER	Assists in developing the Public Relations Plan. Sources quotations, raises requisitions and confirms orders for promotional materials. Conducts monthly stock takes for promotional items. Organises customer visits on quarterly basis. Organises analysts' briefings and media outings. Circulates circulars. Keeps records of all circulars. Prepares articles for the quarterly in-house magazine. Organises industry related events. Organises all internal events.	C2
JUNIOR ICT SPECIALIST	Providing IT support to business applications. Taking a leading role when upgrading the IT system.	B3
TECHNICAL RECOVERIES OFFICER	Prepares claim recovery reports and consolidated age analysis reports. Remits facultative debit notes to reinsurers. Follow up on payments from technical debtors. Classifies claims. Monitors the head office debtors account. Liaises with debt collector on recoveries. Matches claim recovery receipts and creditors payments. Administers debtors aged analysis reports. Collects recoveries Processes facultative and treaty reinsurance statements, payments and reconciliations. Prepares weekly and monthly consolidated technical creditors and debtors' reconciliations. Recommends recoveries to reinsurers. Recommend creditor/reinsurers payment plan to management.	C2
TREASURY OFFICER	Advises management on daily bank balances. Prepares cash flow forecast statements Journal posting. Negotiates rates in the market. Prepares investments schedule for management. Prepares and disburses cash and bank transfers.	C1
P.A. TO MANAGING DIRECTOR	Attends to incoming and outgoing correspondence including mail, phone calls and emails where necessary. Attending to all visitors to the MD's office. Organises and captures diary input for the Managing Director. Makes travel arrangements and bookings for the MD. Payroll administration for the Executive payroll. Filing. Organises company functions. Prepares Board packs. Minute taking in board committee meetings, EXCO meetings and	B5

	other meetings. Procurement of office consumables for the executive. Distribution and lodging of mail.	
UNDERWRITING CLERK	Underwrites new business from direct clients, brokers and agents. Prepares quotations for clients, brokers and agents. Placing risk with reinsurers. Prepares documents for clients. Carries out policy renewals. Reviews expired policies and sets new terms where necessary. Carries out midterm adjustments to policies. Handles queries and enquiries from clients.	B3
UNDERWRITER	Gives quotations to clients. Attends to client queries. Completes valuation and survey requests. Places reinsurance. Analysing and reviewing performance of existing business. Marketing company's products. Assessment and acceptance of risk. Filing of documents.	C2
SYSTEMS ADMINISTRATOR	Installs, configures, maintains and update servers. Ensures all backups of critical systems are carried out and safely stored. Provides security to the information and communication technology environment from unauthorised access. Coordinates and provides support of all the company assets. Provides support for all application systems. Provides network administration support. Develop systems for use by the user departments. Maintains systems, policies and procedures. Supervises assistant systems Administrators. Participates in technical research and development of the ICT infrastructure. Recommends quotations for ICT resources.	C3
PROPERTY ADMINISTRATOR	Works with superior in implementing the property investment strategy. Ensures the building is kept clean and that all repairs are attended to on time. Ensures that all repairs to the building are done by reputable firms at the least possible cost. Assists in the preparation of the weekly EXCO reports. Assists in the preparation of the board pack and take minutes in meetings. Collects rentals timeously. Issues out rental statements. Marketing and administration of company lodges in holiday resorts.	C1
RECOVERIES OFFICER	Prepares claim recovery reports and age analysis reports. Follow up on recoveries from third party debtors. Negotiates and recommend third party claim settlements. Obtains conclusive police reports and confirmation of licences from CVR. Reconciles salvage recoveries after sales. Collects recoveries. Updates claim estimates. Process refunds, excesses and shortfalls. Liaise with debt collector on recoveries. Coordinates and consolidates company debtors aged analysis reports. Processes facultative and treaty reinsurance refunds on third party and salvage recoveries. Prepares the consolidated third party recoveries and salvage recoveries reports. Prepares input into the audit schedule for the year. Compiles and consolidates monthly returns for stolen and total loss vehicles for submission to ICZ.	B4
RECEPTIONIST	Monitors the reception area. Receives calls and directs them to the relevant offices. Operates the switchboard. Recording all outgoing calls. Attends to clients and visitors. Receives and distributes mail. Minute taking. Keeps a good image of the organisation.	B1
KITCHEN PORTER	Assists in preparing and selling sandwiches. Assists in preparation of meals for the organisation. Serves of meals. Cleans utensils and kitchen. Purchases food items and beverages. Assists in the preparation of canteen weekly and monthly reports. Assists in receipting of money in the cash office.	A3
MESSENGER	Records mail received and dispatched and distributes to relevant departments. Delivers mail. Prepares and serves tea to all staff. Collection and	A2

	delivery of RTGS forms and other banking documents. Cleans kitchen utensils.	
ADMINISTRATOR	Administers registration of all clients. Link and develops networks with services providers. Provides training services to agents. Initiates registration of clients. Issues membership cards. Attends to customer queries via the phone, e-mail and in person.	B3
BILLING OFFICER	Responsible for invoicing, reconciliations, capturing payments and following up on outstanding invoices.	B3
ACCOUNTS CLERK	Performs all clerical accounting requirements for the fund on a daily basis. Duties include petty cash, cash book, banking, creditors and assists in preparation of management accounts.	B3
MARKETING OFFICER	Markets the company's products and assists in maintaining growth of new and existing portfolios through development of new prospects as well as contributing ideas for new product development.	C3
CLAIMS ADJUDICATOR	Checks the correctness of claims received from service providers and evaluates and authorises services by service providers. Performs wellness functions for the organisation.	C2
MEMBERSHIP CLERK	Manages the membership database.	B2
DATA CAPTURE CLERK	Captures claims into the system.	B1
MEMBERSHIP OFFICER	Receives and processes membership applications, performs relationship management duties with clients and decides on authorisations for certain medical procedures within set limits.	C2
<b>PENSIONS SUB SECTOR GRADING MATRIX</b>		
<b>POSITION</b>	<b>DESCRIPTION OF DUTIES</b>	<b>GRADE</b>
FILING/REGISTRY CLERK	Receives mail and certificates of existence. Scans and sorts mail and refer to relevant sections/departments for processing. Physical filing of mail. Attends to queries from internal and external clients. Maintenance of physical and electronic records.	B1
SENIOR FILING CLERK	Receives mail and certificates of existence. Scans and sorts mail and refer to relevant sections/departments for processing. Physical filing of mail. Attends to queries from internal and external clients. Maintenance of physical and electronic records. Supervise filing clerks.	B4
PERSONAL ASSISTANT TO CHIEF EXECUTIVE OFFICER	Handles all calls and manages the CEO's diary. Organise travels and business lunches for the CEO. Purchases and controls stationery and other consumables. Organise board meetings and trustees' travel and accommodation. Administers mail for the fund and CEO. Organises and supervises work for cleaners and messengers. Prepares and submits budget inputs for office equipment, stationery and consumables. Organises travel arrangements for the CEO. Takes minutes in management meetings.	C1
CARETAKER	Supervise the cleaners. Ensures that the premises are secure all the time. Checks and ensures functionality of security systems like fire alarms etc. Conduct inspection of all floors and other areas. Supervise external contractors. Carries out minor repair works. Attends to tenants' queries and their general comfort. Exercises good public relations on the property. Collects rentals in liaison with the finance department.	B2
COMMISSIONAIRE	Inspects the building for any anomalies. Supervises external security guards. Ensures cleanliness of the building through outsourced cleaning services and internal cleaners. Provides reception and security duties at the foyer.	B2
	Cleans all offices and vehicles. Delivers all local (CBD) mail to various destinations including	



MESSENGER / CLEANER	banks. Collects mail from post office. Franks outgoing mail. Makes tea for staff and customers and cleans kitchen utensils. Collects and distributes office consumables. Operates photocopier/duplicating machine.	A2
ACCOUNTS CLERK	Processes payments requested by other offices/departments. Processes daily banking and receipts. Files creditors and payments vouchers. Captures finance data and disburses cash. Prepares documentation for statutory payments and submission of returns.	B3
PENSIONS CLERK - CLAIMS	Calculates and processes accurate claims. Receives and checks claims. Clears with ZIMRA all claims lodged by members. Prepares and sends out commutation options to members. Processes payments for members. Provides customer services to members. Attends to unclaimed benefits.	B3
PLUMBER	Ensures that all pumps are in good working order. Works on roof leaks. Attends to faulty doors. Ensures that all sanitary appliances are in good working order. Provides expert advice on all plumbing issues.	C2
ASSISTANT ACCOUNTANT	Chases outstanding debtors/rental income. Updates investment records. Decides on amounts available for investment. Follow up on pension income from member companies. Reconciles cash received against daily banking. Writes up journals. Reconciles balance sheet accounts. Maintains the asset register. Compiles operational costs monthly. Vets potential tenants.	C2
ELECTRICIAN	Inspects electrical fittings in the fund's premises. Implements preventive maintenance programs according to the plan. Attends to all arising faults in the premises. Assists in sourcing quotations from potential suppliers.	C2
JANITOR	Cleans offices and public areas daily. Responsible for the general maintenance of the premises. Attends to tenants' queries and their general comfort. Exercise good public relations on the property. Collects rentals in liaison with finance department. Supervises external contractors.	A2
PENSIONS OFFICER-DATA PROCESSING	Supervise Data Capture Clerk. Checks accuracy of all data captured and also ensures that deadlines are met. Produce error/audit reports. Produces contribution invoices every month. Produces payroll for pensioners every month. Produces annual benefit statements. Print certificate of existence of pensioners. Prepares and agree performance objectives for Data Capture Clerks.	B4
DATA CAPTURE CLERK	Captures new members' application forms, pension forms and invoices as per standing procedures.	B1
PENSIONS CLERK - CUSTOMER SERVICES	Attends to all walk clients. Handles queries and correspondence from members and mines. Maintains a diary for the payments and customer service section. Attends to and dispatch all outgoing mail and payments.	B3
TEA MAKER / CLEANER	Prepares teas for all staff. Serves teas for all board meetings. Cleans utensils and the kitchen. Cleans all common areas and offices. Maintenance of flowers and lawns.	A2
ACCOUNTING ASSISTANT - CREDITORS	Prepares all creditors reconciliations. Ensures that creditors' accounts are properly regularised. Processes paper work for creditors' payments. Maintains the Asset Register (acquisitions, disposals and depreciation). Procures stationery and IT equipment.	B3
ACCOUNTING ASSISTANT - DEBTORS	Administers property rental income. Produces periodical debtors report. Analyses lawyers' reports for cases handed over and advise management appropriately. Produces tax invoices for clients. Produces VAT reconciliations. Maintains lease diary for all tenants. Coordinates tender site visits and submissions on behalf of the	B3

	Procurement Committee. Prepares authorisations for expenditure for property maintenance works. Reviews unclaimed benefits and pensions control reconciliations. Banking.	
ACCOUNTING ASSISTANT - CASH BOOK	Prepares bank reconciliation statements. Prepares cash flow statements. Administers script. Administers procurement, stores, and other related services.	B3
PENSIONS OFFICER - PENSIONS ACCOUNTING	Reconcile benefit payments and ensure accuracy of claims and payments made. Maintains the suspense and unclaimed benefits accounts. Reconciles the pension payroll. Processes taxes for ZIMRA. Reconciles member statistics. Reconciles foreign exchange account.	B4
PENSIONS OFFICER - CUSTOMER SERVICES	Receives clients and attend to their queries. Respond to correspondence from members and mines. Filing correspondence.	
ADMINISTRATION OFFICER/PRINTER	Carries out desktop publishing and prints jobs on printing machines. Reconciles printed material with the print order. Sources quotations for all print jobs outsourced. Ensures all stock levels are kept within set targets. Sources quotations for furniture and office equipment. Procures office cleaning chemicals and detergents. General maintenance of office furniture, equipment and pool vehicles. Supervise tea makers.	B3
PENSIONS OFFICER - CLAIMS	Attends to queries and correspondence from members. Distributes claims. Checks benefit calculations. Attends to unclaimed benefits. Administers benefit payments. Conducts mine visits. Conducts appraisals for three clerks.	B4
DRIVER/MESSENGER	Collects mail from the fund's mail box and distribute to relevant offices. Delivers mail. Processes vehicle licences for all vehicles. Provides chauffeur services to the CEO, Board Members and senior staff. Sources quotations and cleans all pool vehicles. Prepares tea for staff and board meetings.	B1
SWITCHBOARD OPERATOR / SECRETARY	Organises meetings for investments and finance departments. Organises all travel arrangements for Deputy Principal Officers/Deputy Chief Executive Officers and all managers. Receives and makes telephone calls for the fund's officials.	B2
PROPERTY CLERK	Updates tenants' records. Daily capturing of receipts into the system. Captures all monthly operational costs. Runs and produces property monthly reports. Filing and safekeeping of all leases. Prints and dispatches rent statements. Provides monthly back up for the system. Reconciles property system balances. Safe keeping of fund records. Responds to queries on rent statements and enquiries for premises available for letting.	B2
PENSIONS ACCOUNTING CLERK	Allocates contributions to mine accounts. Reconciles payments made against payment data generated by various mines. Follow up on outstanding contributions by mines. Handles correspondence and queries from members and member companies. Ensures that all mines submit returns monthly. Registers new members. Prepares input for payroll changes. Produces updated member reports.	B3
OFFICE SUPERVISOR	Attends to walk-in and calling members. Processes daily receipts and banking. Maintains adequate petty cash for the office. Arranges for office equipment maintenance. Organises stationery for outside centres. Maintains an efficient filing system. Assists Admin officer on mine visits. Attends to all incoming mail, outgoing mail and telephone calls. Attends to mail benefit applications. Attends to all customer complaints. Manages new bookings for Resort Apartment in liaison with Housekeeper. Conducts performance appraisal for admin clerk and messenger. Oversees Lodges and ZTA licensing processes.	B5
	Attends to all incoming and outgoing telephone	

ADMINISTRATION CLERK	calls. Manages telephone costs. Attends to walk-in clients and member enquiries and process benefit applications to head office. Updates calling member statistics and submit to Office Supervisor weekly.	B1
ADMINISTRATION OFFICER - PAYMENTS	Interviews pensioners on any queries affecting payments of their pensions. Calculates reduced pension on maturity of children. Receives stop orders on behalf of pensioners. Calculates various pensions as per applications. Administers life certificates. Prepares input forms for new employees. Recovers payments made to pensioners after death. Checks for accuracy on all pension documentation going outside the country. Prepares payments on bank rejections and suspense accounts.	C1
ADMINISTRATION OFFICER - REFUNDS	Calculates refunds of pension contributions for all withdrawals. Processes payments for withdrawals and regularise all statutory requirements. Handles all queries regarding withdrawals. Files all payments vouchers. Calculates deferred pension benefits. Calculates surviving spouse benefits on death of deferred pensioners. Interviews spouses and deferred pensioners. Compiles and pay PAYE on refund of pension contributions to ZIMRA. Prepares suspense refund and preserved benefits lists for year end.	C1
ADMINISTRATION OFFICER - MORTGAGES	Captures all data from applications into the mortgage system. Processes all mortgage applications. Produces monthly mortgage reports. Prepares audit trails on reconciliation of instalments. Maintains the mortgage system. Engages prospective clients and allocates mortgage loans. Registers all mortgage bonds.	C1
ADMINISTRATION OFFICER - PENSIONS	Calculates pensions and benefits on retirements, deaths and medical discharges. Attends to client queries. Filing. Checks authenticity of beneficiaries through interviews with widows and widowers. Maintains records received from member companies.	C1
INFORMATION TECHNOLOGY OFFICER	Administers the fund's network. Hardware and software support. IT Budgeting. Conducts IT systems audit. Training of users of ICT. Procurement of IT and related equipment. Disaster recovery simulation. Assists in systems development.	C2
HANDYMAN	Attends to repairs and maintenance of buildings in liaison with Administration Officer. Provides technical advice to caretakers and cleaners as and when required. Conducts annual property inspections. Compiles reports on proposed improvements to properties. Implements the property improvement and planned maintenance programs. Prepares and submits monthly reports.	B4
ACCOUNTS CLERK	Receipting, banking and administration of stationery stocks for the Fund	B3
BATCH CONTROLLER	Processes batches and keeping accurate records of contributing companies.	B4
PENSIONS OFFICER-CUSTOMER SERVICE	Attends to queries and correspondences from members and mines. Processes monthly payroll input. Attends to unclaimed benefits and recover overpayments. Conducts mine visits and attends to satellite office. Produces and compiles monthly reports for call-in-member and satellite office.	B3
BENEFITS CLERK	Processes payments to legal beneficiaries.	B3
IMAGING OPERATOR	Scans and Indexes all contributing member and company documents.	A3
KITCHEN ATTENDANT	Prepares meals for all members of staff including board members	A3

**Second Schedule**

**FORM OF NOTICE**

*(Section 31)*

NAME OF ESTABLISHMENT:

PHYSICAL ADDRESS:

TELEPHONE NUMBERS:

POSITION OF CONTACT PERSON:

NUMBER OF NON MANAGERIAL EMPLOYEES:

INSURANCE CLASS:

In terms of the Collective Bargaining Agreement for the Insurance Industry of Zimbabwe-

(a) The number of ordinary hours per week for each grade or group of employees is

(b) The normal daily times of starting and time of finishing work for each grade or group of employees are:

STAMP AND SIGNATURE

**Third Schedule  
GRATUITIES**

*(Section 33)*

<i>Length of Service (Years)</i>	<i>Percentage of monthly wage at termination of employment</i>
5	15
6	16
7	17
8	18
9	19
10	20
11	21
12	22
13	23
14	24
15	25
16	26
17	27
18	28
19	29
20	30
21	31
22	32
23	33
24	34
25	35
26	36
27	37
28	38
29	39
30	40

**Fourth Schedule\***  
**REMUNERATION**  
(Section 4)

TABLE OF MINIMUMS

Grade	All inclusive minimum 01/01/2014 - 31/03/2014	All inclusive minimum 01/04/2014 - 31/12/2014
	\$	\$
A1	\$546,00	\$560,00
A2	\$551,20	\$565,33
A3	\$556,40	\$570,67
B1	\$561,60	\$576,00
B2	\$565,87	\$580,38
B3	\$614,24	\$629,99
B4	\$667,45	\$684,56
B5	\$725,97	\$744,58
C1	\$803,23	\$823,82
C2	\$875,33	\$897,77

**Footnotes**

\* Please note that [S.I. No. 248 of 2018](#) which was published separately is to be read in conjunction with this Table of Minimums.

**S.I. No. 66 of 2018: Collective Bargaining Agreement: Tobacco Industry**

(Section 79)

IT is hereby notified that the Collective Bargaining Agreement set out in [the Schedule](#), which further amends the agreement published in Statutory Instrument 85 of 1993.

**Schedule**  
**NATIONAL EMPLOYMENT COUNCIL FOR THE TOBACCO INDUSTRY**

COLLECTIVE BARGAINING AGREEMENT: SALARIES AND WAGES: TOBACCO (MISCELLANEOUS) SECTOR

*Amendment to the Principal Agreement*

This further agreement made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*] between the Tobacco (Miscellaneous) Industry Employer's Association (here in after referred to as "the employers") and the Zimbabwe Tobacco Industrial Worker's Union (hereinafter referred to as the "employees" or "trade union") of the other part, being parties to the National Employment Council for the Tobacco Industry, to amend the Collective Bargaining Agreement (General Conditions of Employment) Tobacco (Miscellaneous) Industry, 1992, published in Statutory Instrument 85 of 1993, as amended (hereinafter referred to as "the principal agreement") shall be read as one with the principal agreement.

This further agreement shall be deemed to have come into effect on 1st January, 2018, and is applicable until 31st December, 2018.

The parties have agreed to award a Cost of Living Allowance (COLA) of \$21,48, per month across all grades. The COLA will be paid separately from the basic wage. Minimum wages per grade which existed for the period of 1st January, 2017 to 31st December, 2017, remain the same.

Grade	Total package	Cost of living allowance effective till 31st December 2018
1	\$306,80	\$21,48
2	\$318,39	\$21,48
3	\$323,58	\$21,48
4	\$330,60	\$21,48
5	\$331,86	\$21,48
6	\$345,03	\$21,48

7	\$364,80	\$21,48
8	\$441,62	\$21,48

SKILLED WORKER ENGINEERING TRADES/MOTOR TRADES

Class 1	\$557,16	\$21,48
Class 2	\$447,14	\$21,48

SKILLED WORKER BUILDING TRADES

Class 1	\$364,80	\$21,48
Class 2	\$344,34	\$21,48

Parties further agreed to encourage companies to consider provision of transport at works council level.

This agreement does not preclude employers and employees at company level works council to improve on conditions of service.

Nightshift allowance shall be calculated at 20% of the daily rate of a Grade 3 employee.

*Declaration*

The employer's association and the trade union, having arrived at the agreement set forth above, the undersigned hereby declare that the foregoing is the agreement arrived at and affix their signatures hereto.

Signed at Harare this 9th day of February, 2018.

**S.I. No. 71 of 2018: Collective Bargaining Agreement: Printing and Packaging Wage Agreement**

*(Section 79)*

IT is hereby notified that the Minister of Labour and Social Welfare has, in terms of section 80 (1) of the Labour Act [*Chapter 28:01*], published the collective bargaining agreement as set out in [the Schedule](#).

**Schedule**

**NATIONAL EMPLOYMENT COUNCIL FOR THE PRINTING, PACKAGING AND NEWSPAPER INDUSTRY**

COLLECTIVE BARGAINING AGREEMENT: WAGE AGREEMENT

*Agreement*

This further agreement shall be read as one with the appendix on salary and wage schedule published as Statutory Instrument 174 of 2012, dated 9th November, 2012 (here in after referred to as "the principal agreement"), in accordance with the provisions of the Labour Act made and entered into between the Federation of Printing, Packaging and Newspaper Proprietors of Zimbabwe (Federation of Master Printers) (hereinafter referred to as "the employers" or "the employers' organisation") of the one part, and the Zimbabwe Graphical Workers' Union (hereinafter referred to as "the employees" or the "trade union"), of the other part being parties to the National Employment Council for the Printing, Packaging and Newspaper Industry.

*Wages/salary increases*

1. All minimum wages and allowances as stipulated in collective bargaining agreement published and dated 7th February, 2017, and promulgated as Statutory Instrument 65 of 2017, are increased by 3% for the period 1st January, 2018 to 31st December, 2018.

*Housing and transport allowances*

Housing and transport allowances as stipulated in collective bargaining agreement published and dated 7th February, 2017, and promulgated as Statutory Instrument 65 of 2017, will stand over for the period 1st January, 2018 to 31st December, 2018.

- Housing USD86,00, per month
- Transport USD44,00, per month

PART A - 1st JANUARY, 2018 - 31st DECEMBER, 2018

*Technical Staff*

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Grade</b>	<b>Current minimum \$</b>	<b>Monthly Increase in \$</b>	<b>Monthly salary 1st January 2018-31st December 2018 \$</b>
Artisan (sw1)	553,55	16,61	570,16
Artisan Exempted	377,77	11,33	389,10
Skilled Workers 2	346,51	10,40	356,91
Skilled Workers 3	335,63	10,07	345,70
Skilled Workers 4	324,40	9,37	334,13
Keyboard operator A	553,55	16,61	570,16
Keyboard operator B	377,77	11,33	389,10

<b>Trainee proof readers</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
1st 3 months	242,35	7,27	249,62
2nd three months	268,38	8,05	276,43
3rd three months	304,84	9,15	313,99
4th three months	345,21	10,36	355,57
Storekeeping operative	324,38	9,73	334,11
Senior operative	282,71	8,48	291,19
Junior operative	257,96	7,74	265,70
Semi Skilled 1	255,36	7,66	263,02
Semi Skilled 2	254,06	7,62	261,68
Semi Skilled 3	242,35	7,27	249,62

<b>Year of Apprenticeship</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
First year	257,96	7,74	265,70
Second year	282,71	8,48	291,19
Third year	321,77	9,65	331,42
Fourth year	369,96	11,10	381,06

- Housing USD86,00, per month
- Transport USD44,00, per month

PART B - 1st JANUARY 2018 - 31st DECEMBER 2018

*Non-Technical Staff*

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Grade</b>	<b>Current minimum \$</b>	<b>Monthly Increase in \$</b>	<b>Monthly Salary 1st January 2018 - 31st December 2018</b>
1	242,35	7,27	249,62
2	243,64	7,31	250,95
3	244,94	7,35	252,29
4	247,19	7,42	254,61
5	250,15	7,50	257,65
6	254,06	7,62	261,68
7	263,17	7,90	271,07
8	273,59	8,21	281,80
9	293,13	8,79	301,92
10	298,34	8,95	307,29
11	336,08	10,08	346,16
12	377,77	11,33	389,10

- Housing USD86,00, per month
- Transport USD44,00, per month

2. Transport and housing allowances are to be applied across the board to all NEC grades.

3. Transport and housing allowances will not apply where an employer is providing assistance with transport and housing.

4. This agreement covers the period 1st of January, 2018 to the 31st of December, 2018.

5. Employers not in a position to effect the back pay on the wages shall implement this agreement effective 1st of February, 2018.

6. Employers who are not in a position to implement the new increase shall apply for exemption as provided for in the industry's CBA, Statutory Instrument 174 of 2012.

7. The agreement is to be implemented pending registration by the Ministry of Labour and Social Welfare.

8. This increase has been agreed to between the federation of printing, packaging and newspaper proprietors of Zimbabwe (Federation of Master Printers) representing the employers and the Zimbabwe Graphical Workers' Union (ZGWU) representing the workers for the printing, packaging and newspaper industry.

9. The salary for every employee with at least two years service with the same employer shall be notched 3% per annum above the set minimum up to 10%. Notching is to be done on the anniversary of each eligible employee until his/her salary reaches 10% above the minimum.

10. It is recommended that should employers who are paying wages/salary above the minimums be in a position to award the percentage increase on actuals, they should do so. However if they cannot afford to do so they must award not less than the dollar increase in column "c" of the wage notice. This provision shall be implemented effective 1st April, 2018 to 31st December, 2018.

Signed at Harare on the 26th day of January, 2018.

### **S.I. No. 74 of 2018: Collective Bargaining Agreement: Zimbabwe Revenue Authority**

*(Section 79)*

IT is hereby notified that the Minister of Public Service, Labour and Social Welfare has, in terms of section 80 (1) of the Labour Act [*Chapter 28:01*], published the Collective Bargaining Agreement as set out in [the Schedule](#).

#### **Schedule NATIONAL EMPLOYMENT COUNCIL FOR ZIMBABWE REVENUE AUTHORITY**

COLLECTIVE BARGAINING AGREEMENT: ZIMRA SUBSCRIPTIONS

*Agreement*

This agreement has been entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*] between ZIMRA (name of the employer) and ZIMRATU (name of the trade union) being parties to the National Employment Council for Zimbabwe Revenue Authority agreed as follows:

1. That ZIMRA NEC dues shall be paid at the rate of 0.5 basic salary of all non-managerial employees of ZIMRA Levels 9 to 16.

2. That ZIMRA shall remit an equivalent amount.

### **S.I. No. 123 of 2018: Collective Bargaining Agreement: Soft Drinks Manufacturing Industry**

*(Section 80)*

IT is hereby notified, in terms of section 80 of the Labour Act [*Chapter 28:01*], that the Minister of Labour and Social Welfare has approved the publication of the Collective Bargaining Agreement set out in [the Schedule](#), registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

This agreement was registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

#### **Schedule NATIONAL EMPLOYMENT COUNCIL FOR SOFT DRINKS MANUFACTURING INDUSTRY COLLECTIVE BARGAINING AGREEMENT: SOFT DRINKS MANUFACTURING INDUSTRY: EFFECTIVE 1ST OF OCTOBER, 2017**

This collective bargaining agreement, made and entered into accordance with the provision of the Labour Act [*Chapter 28:01*], between the Soft Drinks Manufacturers Association of Zimbabwe (hereinafter referred to as "the



employers" or "the employers' organisation"), of the one part, and the Soft Drinks Manufacturing Workers Union (hereinafter referred to as "the employees" or "the trade union"), of the other part, being parties to the National Employment Council for the Soft Drinks Manufacturing Industry, to lay down minimum conditions of service in the Soft Drinks Manufacturing Industry of Zimbabwe.

#### *Duration of fixed term contracts*

A contract of fixed duration shall be deemed to be a contract without limit of time upon the expiration of a continuous period of four years and six months effective from 1st October, 2017. The provisions of this agreement shall not apply in retrospect. Continuous period shall be as stated in section 26 (1) of Statutory Instrument 59 of 2014.

#### *Declaration*

The employers party and the trade union party, having arrived at the agreement set forth therein, the undersigned hereby declare that the foregoing is the agreement arrived at and affix their signatures hereto.

### **S.I. No. 147 of 2018: Collective Bargaining Agreement: Textile Manufacturing Industry**

IT is hereby notified, in terms of section 80 (1) of the Labour Act [*Chapter 28:01*], that the Minister has published the Collective Bargaining Agreement set out in [the Schedule](#), which Collective Bargaining Agreement was registered in terms of section 79 (1) of the Act.

The Collective Bargaining Agreement (Textile Manufacturing Industry), 2012, which was published in Statutory Instrument 70 of 2012, is repealed.

#### **Schedule**

##### NATIONAL EMPLOYMENT COUNCIL FOR THE TEXTILE MANUFACTURING INDUSTRY

##### COLLECTIVE BARGAINING AGREEMENT: TEXTILE MANUFACTURING INDUSTRY

#### ARRANGEMENT OF CLAUSES

- [1.](#) Scope of application and period of operation.
- [2.](#) Administration of agreement.
- [3.](#) Exemptions.
- [4.](#) Definitions.
- [5.](#) Registration of employers.
- [6.](#) Registers.
- [7.](#) Expenses of the council.
- [8.](#) Payment of trade union subscriptions, Zitma contributions and levies.
- [9.](#) Wages and grading.
- [10.](#) Multi skilling, service increment and productivity.
- [11.](#) Hours of work.
- [12.](#) Short Time Working.
- [13.](#) Conversion of rates.
- [14.](#) Payment of overtime.
- [15.](#) Deductions.
- [16.](#) Payment of wages.
- [17.](#) Piece-work, task-work, work on a ticket system and sales to an employee.
- [18.](#) Special provisions.
- [19.](#) Subsistence allowance.
- [20.](#) Accrual of leave, and duration and timing of periods of leave.
- [21.](#) Public holidays.
- [22.](#) Benefits during sickness.
- [23.](#) Contract and notice.
- [24.](#) Interruption of continuous service.
- [25.](#) Record of service.
- [26.](#) Protective clothing.
- [27.](#) Health and safety.
- [28.](#) HIV and AIDS Policy.
- [29.](#) Maternity leave.
- [30.](#) Code of conduct.
- [31.](#) Gratuity on retirement.
- [32.](#) Workers Committee and works council.
- [33.](#) Job descriptions.
- [34.](#) Application of the agreement.
- [35.](#) Summary of a copy of the agreement.
- [36.](#) Declaration.

[First Schedule](#)

[Second Schedule](#)

[Third Schedule](#)

[Fourth Schedule](#)

[Fifth Schedule](#)

National employment council for the textile manufacturing industry.

Zimbabwe textile workers union.

Zimbabwe textile manufacturers association.

Record of service for an employee in the textile industry.

Gratuities.

Made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*] as amended, between the Zimbabwe Textile Manufacturers Association (hereafter referred to as "the employer" or "the employers organisation"), of the one part, and the Zimbabwe Textile Workers Union (hereafter referred to as "the employee" or "the trade union"), of the other part, being parties to the National Employment Council for the Textile Manufacturing Industry to provide for the conditions of service in the Textile Manufacturing Industry.

The provisions of this agreement shall replace the whole of the provisions of the agreement published in Statutory Instrument 170 of 2012, including all amendments and extensions thereto.

## **1. Scope of application and period of operation**

(1) The terms of this agreement shall be observed by all employers and employees in the Textile Manufacturing Industry in the area of Zimbabwe.

(2) The operation of this agreement shall be in terms of section 82 of the Labour Act [*Chapter 28:01*] as amended and shall remain in force until replaced by a substituting agreement.

## **2. Administration of agreement**

(1) The council shall be the body responsible for the administration of this agreement, and it may issue expressions of opinion inconsistent with the provisions hereof for the guidance of employers and employees, and may delegate any of its duties or powers of administration to local joint committees, or to committees appointed by the council subject to the provisions of section 58 of the Act.

(2) The council shall appoint specified persons to assist in giving effect to the terms of this agreement and all employers and employees in the industry shall permit such persons even without notice at any reasonable time during the day to enter upon any premises of employment to institute such inquiries and examine such books or documents as may be necessary for ascertaining whether the provisions of this agreement are being complied with.

## **3. Exemptions**

(1) The council may, in its sole discretion, and upon such terms and conditions as it may determine, grant exemption based on the merits in writing from any of the provisions of this agreement to any employer or employee. Such exemption may be cancelled by the council, at its discretion.

(2) All applications made in terms of [clause 3 \(1\)](#) should be signed by both parties of the Works Council and the following is required-

- (i) the nature of the exemption sought,
- (ii) reasons necessitating departure from the terms of the collective bargaining agreement,
- (iii) duration of the exemption,
- (iv) confirmed works council minutes of the agreement reached,
- (v) in the case of a dispute the nature of dispute with submissions from both parties and where necessary the D/A shall further investigate, and
- (vi) on changes in the normal shift arrangement an employer shall submit an application to council accompanied by details of the proposed shift (e.g.; the 12 hr. shift) the maximum hours per week, details on overtime and the off days thereof.

## **4. Definitions**

Any expressions used in this agreement which are defined in the Labour Act [*Chapter 28:01*], other than those defined in this clause, shall have the same meaning as in the Act, further, unless inconsistent with the context-

**"Act"** means the Labour Act [*Chapter 28:01*] as amended;

**"alternating-shift"** means one of the four shifts operated in an establishment within a period of twenty-four

hours with one shift on days off;

**"annual shut-down"** means a period not exceeding 22 working days in the case of five-day-week workers or 26 working days in the case of six-day-week workers, over the Christmas and New Year period, during which an establishment may suspend operations;

Provided that-

- (a) the period may be extended in terms of [clause 20 \(8\)](#);
- (b) upon giving thirty days notice to the council and to all his or her employees, an employer may effect his or her annual shut-down over a period other than Christmas and New Year;
- (c) an employer may upon giving thirty days' notice to the council and all his or her employees, use four normal working days or three normal working days and one special day of the annual shut-down for the purpose of a mid-year shut-down period in conjunction with public holidays;

**"clause"** means a clause of this agreement;

**"casual employee"** means an employee whose engagement is for a period not more than six weeks in any three successive calendar month;

**"consecutive-shift"** means one of two or three shifts within a period of twenty-four hours being operated in a factory;

**"consecutive-shift-worker"** means an employee who works on consecutive shifts;

**"continuous service"** means service with one employer, interrupted only as provided in [clause 24](#);

**"council"** means the National Employment Council for the Textile Manufacturing Industry;

**"contract employee"** means an employee who is engaged for a stipulated period or engaged to perform a specific task;

**"day off"** means weekly rest not less than 24 continuous hours which shall have the meaning assigned to it in [clause 11](#);

**"day-shift"** means a five day-week which shall be observed from Monday to Friday inclusive and whose hours shall not exceed 46 hours including meal intervals of thirty or more minutes given in terms of [clause 11 \(1\) \(h\)](#);

**"emergency work"** means work which is required to be performed in excess of the maximum number of hours of work prescribed, due to circumstances beyond the control of the employer, but shall not include work created by abnormal commercial or trading conditions without the prior consent of the council;

**"employee"** means any person employed by or working for any employer and receiving or entitled to receive remuneration for performing any of the operations or processes as described in the definition of the "Textile Manufacturing Industry";

**"employer"** means any person defined as such in the Act and who is engaged in the "Textile Manufacturing Industry";

**"establishment"** means any place in which any activity falling within the definition of the industry is carried on, and shall include office;

**"industry"** means the Textile Manufacturing Industry;

**"learner"** means an employee who is employed in learning production or clerical work as provided in [clause 18 \(2\)](#);

**"medical practitioner"** means a person who is legally permitted to practice as a medical practitioner in Zimbabwe, including a registered traditional healer;

**"night shift"** means a shift the majority of hours of which fall between 10 p.m. and 6 a.m.;

**"normal working days"** shall have the meaning assigned to it in [clause 11](#);

**"overtime"** means any time worked outside of ordinary daily hours of work;

**"parent industry agreement"** means the collective bargaining agreement for the building, electrical and mechanical engineering, motor industry, printing and other like industries in respect of skilled workers and journeymen in designated trades;

**"piece-work"** means any system by which earnings are calculated wholly on the quantity of output of work done, irrespective of the time spent on such work;

**"salaried staff"** means an employee with a specific contract offered in line with the specific skill or profession required and shall be graded above level 16 as classified in [clause 9 \(3\)](#);

**"secretary"** means the General Secretary of the council;

**"skilled worker"** means a person who has been certified by the Registrar of Apprenticeship and Skilled

Manpower as a skilled worker Class I, II, III or IV in a designated or recognised trade in terms of the Manpower Planning and Development Act [*Chapter 28:02*], or the holder of a journeyman registered certificate issued by a National Employment Council before 1st February, 1982, and recognised by the Registrar of Apprenticeship and Skilled Manpower;

**"special day"** shall be a Saturday for a five-day week worker, or any other day assigned by council which shall have the meaning assigned to it in [clause 11](#);

**"task-work"** means the setting by an employer to an employee of a stated task to be completed as a condition of earning wages;

**"retirement age"** means-

- (a) the age of sixty-five years for both men and women, which may be extended in exceptional circumstances, to a maximum of seventy years at the discretion of the employer and with the consent of the employee; or
- (b) in the case of an employee who is a member of an occupational pension scheme, the retirement age fixed by such scheme as approved in terms of the Pension and Provident Funds Act [*Chapter 24:09*];

**"textile manufacturing industry"** means, without in any way limiting the ordinary meaning of the expression, the industry in which the employer and the employees are associated in undertaking the following processes, including the operations incidental thereto-

- (a) spinning cotton or other fibre, natural or artificial or mixtures thereof;
- (b) manufacturing double yarns including twines, cordage and ropes;
- (c) weaving, other than blankets and towel manufacture;
- (d) manufacturing blankets, and spinning blanket yarns;
- (e) knitting and making up of knitted garments;
- (f) manufacturing hosiery;
- (g) dyeing, bleaching, sanforising or mercerising textiles, including all finishing processes;
- (h) hand, screen or machine printing of textiles, but excluding the screen printing by hand of material which has previously been cut into shapes and sizes, in establishments where such work represents more than fifty *per centum* of the total output of the textile printing work undertaken;
- (i) teasing waste;
- (j) manufacturing felt and under felt;
- (k) manufacturing of cotton wool of sized wadding, flock or padding, cutting, rolling and packing of surgical bandages;
- (l) manufacturing chenille, candlewick or tufted carpeting;
- (m) manufacturing articles from jute and other fibres and/or the recovering of same;
- (n) weaving and making up of towelling, pillows and allied bedding, napery and table linen;
- (o) weaving and/or finishing of sheeting, pillows and allied bedding, napery and table linen;
- (p) silk manufacture;
- (q) hand-knitting machine operations and crotchet;
- (r) rug hand-looping operations;
- (s) manufacturing of woven and knitted polypropylene products;
- (t) quilting;
- (u) manufacturing of carded diapers;

**"ticket system"** means a system where by an employee is engaged at a rate of wages calculated by reference to the completion of a ticket of an agreed number of days worked or a record based on a number of days worked;

**"wage"** or **"salary"** means the earnings of an employee, but does not include any payment in respect of overtime or any incentive or bonus payments or other like benefits.

## 5. Registration of employers

(1) Every employer in the industry at the time of coming into operation of this agreement shall, within one month of that date, unless it has already been done, notify the secretary of the following particulars concerning himself or herself-

- (a) full name; and
- (b) trading name; and
- (c) postal address; and
- (d) physical address of establishment; and
- (e) telephone and fax number and email address; and
- (f) in the case of a corporate body or partnership, the names and address of the directors, partners and managers; and
- (g) a summary of the activities of the undertaking; and
- (h) registered number of employees.

(2) Every employer who enters the industry after the coming into operation of this agreement shall, within one month of commencing business, supply the secretary with the particulars required by subclause (1).

(3) An employer shall notify the secretary of any alteration in the particulars supplied to the council in terms of subclause (1) and (2) within one month of each alteration taking place.

## **6. Registers**

The secretary shall maintain a register of all employers in the industry and a record of the number of employees returned in terms of [clause 7](#).

## **7. Expenses of the council**

(1) For the purpose of meeting the expenses of the council, every employer shall make a deduction of 2% per month from the basic earnings of each of his or her employees for whom wages/salary are prescribed in this agreement:

Provided that no deductions shall be made from the wages/salary of any employee who has worked less than twenty-one hours in any one week.

(2) For the same purpose, every employer shall contribute an amount equal to 2% per month in respect of each 2% deducted from his or her employees.

(3) On or before the fifteenth day of each month, every employer shall forward to the secretary all moneys payable in accordance with the provisions of subclauses (1) and (2) in respect of the previous month's contributions and deductions, together with a statement in the form prescribed in the First Schedule.

(4) Interest shall be charged at the prescribed rate plus 3% for all deductions not remitted to council within 30 days in respect of the NEC levy, trade union dues and Zitma contributions and levies.

## **8. Payment of trade union subscriptions Zitma contributions and levies**

(1) No member's subscriptions to the trade union shall be paid by means of deductions from wage/salary, except in accordance with the following provisions-

- (a) any employee who is a member of the trade union, and who desires to pay his or her trade union subscriptions of 3% which is subject to review from time to time by means of deductions from his or her wage/salary, shall sign a written authority to that effect, and addressed to his or her employer, and shall send it to the union's head office;
- (b) the trade union's General Secretary shall register the authority upon receipt, shall endorse it as having been so registered, and shall transmit it to the employer to whom it is addressed;
- (c) after receiving such duly endorsed authority, but in no other circumstances, the employer shall, on the first day of each succeeding month, deduct the appropriate amount from the employee's wages and send it to the General Secretary of the union on or before the fifteenth day of each month, accompanied by a statement, in duplicate, in the form prescribed in the Second Schedule.

(2) Once deductions have commenced in terms of subclause (1), they shall not be discontinued by the employer, except in accordance with the following provisions-

- (a) any employee who, either because he or she is resigning from the trade union or because he or she prefers to pay in some other way, desires to cease payment by means of deductions from wages/salary shall sign, in duplicate, an individual written revocation, addressed to his or her employer, and shall send the original to the trade union's head office for confirmation;

- (b) the trade union's General Secretary shall register the revocation upon receipt, shall endorse it as having been so registered, and shall transmit it to the employer to whom it is addressed;
- (c) after receiving such duly endorsed revocation, the employer shall, with effect from the next ensuing first pay-day of a month, cease making deductions for the trade union;
- (d) until he or she receives such duly endorsed revocation, the employer shall be obliged to continue the deductions, unless upon receiving a complaint from the employee that he or she has duly effected a written revocation, the employer reports the complaint to the General Secretary of the trade union and he or she receives the authority to discontinue deductions.

(3) An employer shall not be liable to the trade union for any arrears or other amounts due by the employee, and shall not be liable to refund to any employee any amounts deducted in terms of that procedure. In the event of claim by any employee in this respect, the employer shall be indemnified and held harmless by the trade union against any such claim unless the employer has committed a breach of the said procedure.

(4) In the event of the cancellation of the registration of the trade union becoming effective in terms of the Act, the provisions for payment by deduction shall immediately cease to be of any force or effect.

(5) Payment of Employers Association Dues through National Employment Council. Subject to the provisions of this subclause-

- (a) all members of the Zimbabwe Textile Manufacturers Association shall pay all their membership fees including monthly contributions through the National Employment Council for the Textile Industry;
- (b) the contribution shall be 1% of the company's monthly wage bill;
- (c) the Secretary General of the employers association shall register companies who are textile operators in Zimbabwe;
- (d) upon registration of the company by the employers association the company shall be liable to pay the association dues;
- (e) on or before the fifteenth day of each month every company shall remit its dues to the National Employment Council in the form prescribed in the Fifth Schedule;
- (f) interest shall be charged at the prescribed rate plus 3% for any outstanding amount after 30 days of due date;
- (g) an employer shall be liable for any arrears in respect of any outstanding dues failing which legal action may be taken to recover the same.

## 9. Wages and grading

(1) Immediately upon commencement of employment, every employer shall place each of his or her employees in such of the levels and classifications set forth in subclause (3) as is appropriate to the employee's occupation:

Provided that-

- (i) if an employer considers that none of the specified classifications is appropriate to the occupation of any particular employee, he or she shall notify the secretary of the council within 30 days,
- (ii) a casual employee shall be paid not less than twice the amount of the hourly, daily, weekly or monthly wage/salary.

(2) Every employer shall pay to each of his or her employees wages which, if calculated on a weekly/monthly basis, are not less than the minimums set forth in subclause (3) applicable to the employee's level and status as a learner or otherwise, or, if calculated on an hourly, daily weekly or monthly basis, are not less than the amount arrived by converting the prescribed minimum weekly rate in the manner laid down in [clause 13](#).

(3) The new minimum rates applicable from 1st of October 2017 for the next 12 months shall remain in force until the agreement is replaced by a substituting agreement and shall be applied on the current minimum rates as shown in the wage/salary schedule below; the minimum wage/salary agreement is inclusive of housing and transport;

Notwithstanding the above requirement, employees currently receiving wage/salary above the minimum for their level shall maintain their actual dollar difference.

	<i>Basic Minimum</i>	<i>Basic Minimum</i>
	<i>Per Week</i>	<i>Per Month</i>
	01/10/2017	01/10/2017
	US\$	US\$
<b>Level 1</b>	<b>48,69</b>	<b>211,00</b>
<i>Classification of occupation</i>		
Beverage maker		

Bobbin stripper  
 Canteen server  
 Folder  
 Fusing machine operator  
 General worker  
 Material handler I  
 Packer I  
 Pairer I  
 Presser I  
 Thread trimming machine operator  
 Trimmer

<i>Basic Minimum</i>	<i>Basic Minimum</i>
<i>Per Week</i>	<i>Per Month</i>
01/10/2017	01/10/2017
US\$	US\$
<b>49,22</b>	<b>214,47</b>

**Level 2**

*Classification of occupation*

Automatic zip cutting machine operator  
 Baling press operator  
 Bottom stop machine operator  
 Box and key machine operator  
 Button maker  
 Creeler  
 Cutting machine operator (waste)  
 Garnet machine operator's assistant  
 Hand net maker/repairer  
 Hand sewer I  
 Hopper feeder II  
 Ironing/waxing machine operator  
 Linking machine operator I  
 Maintenance worker I  
 Material handler II  
 Mender I  
 Pairer II  
 Presser II  
 Reacher-in  
 Slider attacher  
 Sorter/Separator  
 Tracer I  
 Wax Disc Maker  
 Zip Joiner

<i>Basic Minimum</i>	<i>Basic Minimum</i>
<i>Per Week</i>	<i>Per Month</i>
01/10/2017	01/10/2017
US\$	US\$
<b>50,83</b>	<b>220,25</b>

**Level 3**

*Classification of occupation*

Button maker  
 Centrifugal drying machine operator  
 Cutter I  
 Doffer  
 Doubler  
 Drawer-in I  
 Gapping machine operator  
 Hand fringer  
 Mender 11  
 Open end zip welder  
 Painter I  
 Plumbing Operative I  
 Rolling and polishing machine operator  
 Rubber covering machine operator  
 Stamper operator

Tester I  
 Top stop machine operator  
 Warping sidesman  
 Zip chain operator  
 Zip coiling machine operator

*Basic Minimum*  
*Per Week*  
 01/10/2017  
 US\$

*Basic Minimum*  
*Per Month*  
 01/10/2017  
 US\$

**Level 4**

**51,62**

**223,72**

*Classification of occupation*

Auto sewer machine operator's assistant  
 Automatic autoclave (steamer) machine operator  
 Balling machine operator  
 Bar filler  
 Batching machine operator  
 Blending line operator  
 Braiding & rope machine operator  
 Building operative I  
 Calendar/Can dryer operator  
 Carding machine operator (including non-woven cards)  
 Carpet re-roller operator  
 Coating line operator  
 Cook  
 Colour kitchen hand  
 Compressive/Shrinking machine operator  
 Condenser card operator  
 Drawer-in II  
 Dyeing operator's assistant I  
 Examiner I  
 Extrusion and tape line operator's assistant  
 Fabric layer  
 Flat screen hand printer I  
 Flock machine operator  
 Hand sewer II  
 Hot flue machine operator  
 Hanking machine operator  
 Knitting (hand operated machine)  
 Knitting machine operator I  
 Latex stenter section operator  
 Linking machine operator II  
 Messenger  
 Pad mangle operator  
 Printing assistant  
 Polymerising machine operator  
 Recycling machine operator  
 Rug hand looper  
 Scutcher machine operator  
 Sewing machinist I  
 Sizing assistant  
 Slitting machine operator  
 Spinning machine operator  
 Stenter machine-end operator  
 Tearing machine operator  
 Tracer II  
 Unifil operator  
 Valve sackline operator's assistant  
 Volkman machine operator  
 Washing range operator  
 Weighman  
 Winding machine operator

*Basic Minimum*

*Basic Minimum*



	<i>Per Week</i>	<i>Per Month</i>
	01/10/2017	01/10/2017
	US\$	US\$
<b>Level 5</b>	<b>52,69</b>	<b>228,34</b>
<i>Classification of occupation</i>		
Auto sewer machine operator		
Beam gaiter		
Canteen attendant		
Caustic soda plant attendant		
Clerk "A"		
Cutter II		
Dying operators assistant II		
Dye/Chemical recipe weigher I		
Embroidery machinist		
Flat screen maker		
Flat screen hand printer II		
Fire fighter		
Knitting machine operator II		
Latex coating section operator		
Maintenance worker II		
Mercerising machine operator		
Needlefelt machine operator		
Packer II		
Pattern marker		
Quilting machine operator		
Raising machine operator		
Recovery yarn recorder		
Sample room attendant		
Security guard		
Senior messenger		
Sewing machinist II		
Singeing machine operator		
Storeman		
Transfer printing machine operator		
Tufting machine operator		
Warping machine operator		
Warp knotting machine operator		
Weaver I		
Welding operator I		
Woodworker I		

<i>Basic Minimum</i>	<i>Basic Minimum</i>
<i>Per Week</i>	<i>Per Month</i>
01/10/2017	01/10/2017
US\$	US\$
<b>53,49</b>	<b>231,82</b>

<b>Level 6</b>		
<i>Classification of occupation</i>		
Boiler attendant		
Building operative II		
Carousel hand printer		
Data entry clerk		
Examiner II		
Exhaust dyeing machine operator 1 (auto)		
Extrusion and tape line machine operator		
Knitting machine operator III		
Leading hand I		
Painter II		
Pattern size adjuster		
Plumbing operative II		
Sewing machinist III		
Screen preparer's assistant		
Sizing machine operator		
Valve machine operator		

Water treatment attendant  
Weaver II

*Basic Minimum*  
*Per Week*  
01/10/2017  
US\$  
**58,30**

*Basic Minimum*  
*Per Month*  
01/10/2017  
US\$  
**252,62**

**Level 7**

*Classification of occupation*

Boiler maintenance attendant  
Carpet fitter  
Circular weaving machine operator  
Copy artist  
Dyehouse recipe clerk  
Knitter IV  
Motor driver I  
Potato printer  
Printing machine operator  
Security corporal  
Stenter operator (front)  
Telex operator  
Tester II  
Tracer III  
Typist  
Warp knitting machine operator  
Weaver III

*Basic Minimum*  
*Per Week*  
01/10/2017  
US\$  
**63,62**

*Basic Minimum*  
*Per Month*  
01/10/2017  
US\$  
**275,74**

**Level 8**

*Classification of occupation*

Clerk B  
Costing clerk  
Electrical worker I  
Exhaust dying machine operator II (non auto)  
Film copier  
Leading hand II  
Maintenance worker III  
Motor driver II  
P.C.B. repairer  
Production clerk  
Receptionist  
Receiving clerk  
Screen preparer (photo)  
Step and repeat machine operator  
Storekeeper  
Textile mechanic's assistant  
Tufting gun operator  
Vehicle mechanic I

*Basic Minimum*  
*Per Week*  
01/10/2017  
US\$  
**69,23**

*Basic Minimum*  
*Per Month*  
01/10/2017  
US\$  
**300,03**

**Level 9**

*Classification of occupation*

Clerk C (or clerk b after 5 years' service)  
Dye/chemical recipe weigher II  
Dye recipe preparer  
Examiner III  
Jacquard card puncher  
Jacquard design copyist  
Laboratory assistant

Plumbing operative III  
 Quality assurance controller  
 Textile mechanic I  
 Roller grinder  
 Security sergeant  
 Stores supervisor (sales)  
 Stores supervisor (internal goods control)  
 Welding operator II  
 Workshop machine operator I  
 Work study clerk

<i>Basic Minimum</i>	<i>Basic Minimum</i>
<i>Per Week</i>	<i>Per Month</i>
01/10/2017	01/10/2017
US\$	US\$
<b>76,71</b>	<b>332,40</b>

**Level 10**

*Classification of occupation*

Computer operator  
 Data entry supervisor  
 Electrical worker II  
 Instructor  
 Progress chaser  
 Pattern demonstrator  
 Slasher  
 Water treatment analyst  
 Woodworker II

<i>Basic Minimum</i>	<i>Basic Minimum</i>
<i>Per Week</i>	<i>Per Month</i>
01/10/2017	01/10/2017
US\$	US\$
<b>79,37</b>	<b>343,95</b>

**Level 11**

*Classification of occupation*

Garnet pattern maker  
 Software operator  
 Stores supervisor (general consumables)  
 Supervisor I  
 Textile mechanic II

<i>Basic Minimum</i>	<i>Basic Minimum</i>
<i>Per Week</i>	<i>Per Month</i>
01/10/2017	01/10/2017
US\$	US\$
<b>84,98</b>	<b>368,23</b>

**Level 12**

*Classification of occupation*

Building operative III  
 Buyer  
 Senior computer operator  
 Supervisor II  
 Textile mechanic III  
 Vehicle mechanic II  
 Workshop machine operator II

<i>Basic Minimum</i>	<i>Basic Minimum</i>
<i>Per Week</i>	<i>Per Month</i>
01/10/2017	01/10/2017
US\$	US\$
<b>91,08</b>	<b>393,67</b>

**Level 13**

*Classification of occupation*

Clerk D  
 Laboratory controller (physical)  
 Personnel officer  
 Quality control officer  
 Salesperson  
 Work study officer

<i>Basic Minimum</i>	<i>Basic Minimum</i>
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	<i>Per Week</i>	<i>Per Month</i>
	01/10/2017	01/10/2017
	US\$	US\$
<b>Level 14</b>	<b>96,98</b>	<b>420,26</b>
<i>Classification of occupation</i>		
Administration officer		
Clerk E		
Laboratory controller (chemical)		
Senior mechanic		
Senior laboratory controller (physical)		
Shift controller		
Texturising quality controller		

	<i>Basic Minimum</i>	<i>Basic Minimum</i>
	<i>Per Week</i>	<i>Per Month</i>
	01/10/2017	01/10/2017
	US\$	US\$
<b>Level 15</b>	<b>103,39</b>	<b>448,01</b>
<i>Classification of occupation</i>		
Print designer		
Training officer		

	<i>Basic Minimum</i>	<i>Basic Minimum</i>
	<i>Per Week</i>	<i>Per Month</i>
	01/10/2017	01/10/2017
	US\$	US\$
<b>Level 16</b>	<b>10,32</b>	<b>478,06</b>
<i>Classification of occupation</i>		
Quality controller		

**Skilled worker category**

Skilled workers as defined in this agreement shall be graded as per the prevailing parent industry agreement.

**Learners**

On promotion within the company	Not less than the wage earned prior to the promotion
On first employment from outside	Not less than the wage applicable to the level immediately below the Classification of the job being learned

In addition to the foregoing rates of pay, Alternating-shift workers shall be paid a premium of not less than 4 *per centum* above the current minimum specified for their occupation, and the provisions of [clause 3](#) of the principal agreement shall, *mutatis mutandis*, apply throughout the life of this agreement.

(4) No employer shall, by reason of this agreement, reduce the rate of pay of an employee who, at the date of coming into operation of this agreement, is in receipt of a higher rate of pay for his or her particular occupation than the rate prescribed in this agreement.

(5) Subject to the provisions of [clause 18 \(2\)](#), with regard to learnership and the wages payable in respect of learners as set out in this agreement, no employer shall, on promotion of an employee to a higher level pay such employee less than-

- (a) the wage which he or she last receive prior to his or her promotion; or
- (b) the minimum wage prescribed for such grade.

(6) An employer who requires an employee to perform work in a lower level than his or her normal one shall pay to such employee the wage applicable to his or her normal occupation.

(7) An employer who requires an employee to perform work ascribed to two or more levels shall pay to such an employee the wage applicable to the highest of such levels.

(8) An employer who requires an employee to perform work in a higher level than that in which he or she is normally employed shall pay to such employee the wage applicable to such higher level for all the hours spent working in the higher level.

(9) A weekly paid employee required to act in the place of a salaried staff employee shall be paid not less than level 16 wages or three quarter of the incumbent's salary, whichever is higher.

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

Provided that this subclause shall not apply to any portion of an annual shut-down or to the time not worked

during a period of short time as provided in [clause 12](#).

## 10. Multi skilling, service increment and productivity

(1) For the purpose of multi skilling there shall be four categories of service notches of which Notch 1 will consist of Levels 1 - 4, Notch 2 Levels 5 - 8, Notch 3 Levels 9 - 12 and Notch 4 Levels 13 - 16.

(2) Employees within the same service notch shall be trained for six months to acquire the relevant skills in all aspects of the occupations within their service notch.

(3) Service increment:

(a) there shall be a 1.5% wage differential after attaining every five years of service as categorised in the following:

Number of years	Service % Increase	Notch 1 Levels 1 - 4	Notch 2 Levels 5 - 8	Notch 3 Levels 9 - 12	Notch 4 Levels 13 - 16
1 - 4	0				
5	1.5%	of basic	of basic	of basic	of basic
10	1.5%	" "	" "	" "	" "
15	1.5%	" "	" "	" "	" "
20	1.5%	" "	" "	" "	" "
25	1.5%	" "	" "	" "	" "
30	1.5%	" "	" "	" "	" "
35	1.5%	" "	" "	" "	" "
40 and above	1.5%	" "	" "	" "	" "

(b) an employee who has attained a service increment is no longer eligible to act on levels within his/her service notch except for an employee who has not qualified for such service;

(c) an employee who is required to act on a job in a higher level outside his/her service notch shall be paid an acting allowance in terms of [clause 9 \(8\)](#).

(4) Productivity: in order to achieve high level of productivity an employer may operate a bonus incentive scheme whereby the benchmark should be the minimum for the grade as prescribed in [clause 9](#) of which the criteria used shall be subject to works council agreement which shall be submitted to Council for consideration for any inconsistencies with the prevailing regulations.

## 11. Hours of work

(1) Employees other than alternating shift-workers and consecutive shift-workers, save as is provided in subclause (5)-

(a) the ordinary hours of work for employees, other than guards, shall be as laid down by the employer, and shall not exceed forty-six hours (46) per week nor ten hours per day;

(b) the ordinary hours for guards shall not exceed forty-eight hours per week nor twelve hours in any period of twenty-four hours;

(c) the normal working days for each employee shall be as laid down by the employer, and shall not exceed six (6) days per week. For each employee whose prescribed normal working days are six per week, the resulting non-working day per week shall be known as his or her day off. For each employee whose prescribed normal working days are five per week, the employer shall further lay down one of the two resulting non-working days per week as his or her day off and the other as his or her special day:

Provided that, for all employees, other than guards and alternating shift workers, the day off shall be Sunday, and the special day, if any, shall be Saturday, unless otherwise approved in any particular case by the council;

(d) subject to giving at least three hours notice, an employer may request an employee to work overtime at any time other than his or her day off;

(e) subject to giving at least twenty-four hours notice, an employer may request an employee to work on his or her day off, but no employee shall be requested or permitted to work on his or her day off in two successive weeks;

(f) notwithstanding [paragraph \(d\)](#) and [\(e\)](#), an employer may require an employee to perform overtime or work on his or her day off in critical cases of emergency, for example, water, storm or fire-damage, and an employee who refuses to perform such overtime, emergency work may be suspended pending disciplinary proceedings;

- (g) no employer shall allow an employee, other than a guard, to work more than sixty-four hours, ordinary time and overtime included, in any one week, except in the case of emergency work;
- (h) no employer shall allow an employee, other than a guard, to work for any continuous period of more than five hours without a break of at least thirty minutes:

Provided that-

- (i) a period of work interrupted by a break of less than thirty minutes shall be deemed to be continuous,
- (ii) where the hours of work exceed eight but are less than ten, two breaks aggregating thirty minutes may be given, at the discretion of the employer, the longer of which shall be less than twenty minutes,
- (iii) in the case of a guard, there are facilities that he or she receives refreshments.

(2) Consecutive-shift-workers-

- (a) the provisions of subclause (1) (c) and (g) shall apply to consecutive-shift-workers, save as is provided in subclause (5);
- (b) the ordinary hours of work for consecutive-shift-workers shall be laid down by the employer, and shall not exceed-
  - (i) in any establishment, whatever number of shifts are operated, a maximum of nine hours twelve minutes per shift in any twenty-four hour period,
  - (ii) an establishment operating one shift per day, a maximum of forty-six hours in any week,
  - (iii) in establishments operating two shifts per day, a maximum average of forty five hours in any week,
  - (iv) in establishments operating three shifts per day, a maximum average of forty-four hours per week:Provided that, in each consecutive period of three weeks the maximum for any one week shall be forty-eight hours;
- (c) no employer shall allow consecutive-shift workers to work for a continuous period of more than five hours without a break of at least thirty minutes:

Provided that-

- (i) such breaks may be only fifteen minutes in the case of consecutive-shift or alternating-shift workers, in which case the employer will be required to provide catering facilities to supply prepared hot meals,
- (ii) where the hours of work exceed eight, two breaks aggregating thirty minutes, may be given, at the discretion of the employer, the longer of which shall be not less than twenty minutes;
- (d) any hours of a consecutive-shift worked during the six hours ending at 6 a.m. on a day off shall be paid for at one and half times the hourly rate of wages of the employee concerned;
- (e) any hours of a consecutive-shift worked on a day off after 6 a.m. shall be paid for at double the hourly rate of the wage of the employee concerned;
- (f) an employer shall not request an employee to work two shifts in one day, except for the purpose of changing shifts or in the case of emergency work, and he or she shall not require an employee to commence work on the new shift until at least eight hours have lapsed after the completion of the previous shift;
- (g) an employer who changes a consecutive-shift worker from night-shift to day-shift shall place such shift worker on day-shift for a period during which he or she was on night-shift, unless he or she otherwise agrees;
- (h) no employer shall keep a consecutive-shift-worker on night-shift for more than four successive weeks without the latter's consent, nor be kept on night-shift for more than thirteen successive weeks, upon the expiration of which he or she shall not again be put on night-shift except after a break of at least four successive weeks.

(3) Alternating-shift worker-

- (a) the provisions of subclause (1) (c), (d), (e) and (g) shall apply to alternating-shift workers;
- (b) the ordinary hours of work for alternating-shift workers shall be laid down by the employer in such a manner that they shall be given not less than two days off between the termination and the commencement of each six-shift period, and such ordinary hours of work shall not exceed forty-eight per six-shift period, nor eight hours per shift. The term "Normal working day" shall, in respect of alternating-shift workers, mean an alternating-shift;

- (c) no employer shall require or permit an alternating-shift worker to work for a continuous period of more than five hours without a break of at least thirty minutes, which may be reduced to fifteen minutes where facilities are available for a prepared hot meal;
- (d) no alternating-shift worker shall be allowed to work on his or her day off in successive shift periods, except in case of emergency;
- (e) no employer shall allow an alternating-shift worker to work more than sixty-four hours, ordinary time and overtime included, during any six-shift period;
- (f) subject to giving at least three hours notice, unless an emergency necessitates a shorter period of notice, an employer may request an alternating-shift worker to work overtime at any time other than on either or both of his or her two days off;
- (g) subject to giving at least twenty-four hours notice, unless an emergency necessitates a shorter period of notice, an employer may request an alternating-shift worker to work on either or both of his or her two days off, but, unless necessitated by an emergency, no alternating shift worker shall be allowed to work on either or both of his or her days off in two successive shifts periods;
- (h) the method of alternating shift operation shall be in accordance with the following, unless otherwise agreed by the council-

Alternating-shift: Eight-day cycle  
(six days on-two days off)

Shift Time	1 2 3 4 5 6 7	1 2 3 4 5 6 7	1 2 3 4 5 6 7	1 2 3 4 5 6 7
	A A A A A A B	B B B B B C C	C C C C D D D	D D D A A A A
	C C D D D D D	D A A A A A A	B B B B B B C	C C C C C D D
	B B B B C C C	C C C D D D D	D D A A A A A	A B B B B B B
Days off	D D C C B B A	A D D C C B B	A A D D C C B	B A A D D C C

Shift A. B. C and D: 3 x 8 hours. One shift on day off

(4) *Five-day week:* A five-day week shall apply to employees who work day shift only.

(5) *Extra time:* Notwithstanding the forgoing provisions as to the maximum permissible number of ordinary hours of work and normal working days per week, employers may, in consultation with the workers committee, cause their employees to work on one or more special days, if possible; or one or more days off, if necessary, to enable extra paid vacation leave to be taken, either in conjunction with the annual shut-down or in conjunction with one or more public holidays, but subject always to the following conditions-

- (a) provided that no two successive days off may be selected, the employer shall give to each of Ms or her employees at least one month's notice in writing of the days or the extra days or shift to be worked, and all his or her employees shall be obliged to comply, unless, within seven days of receipt of the said notice, one quarter (25%) or more the employee shall notify the employer that they do not agree to the proposal, in which case the employer shall abandon it;
- (b) employees who work all or any of the extra days or shifts, as the case may be, shall not be paid thereof at the time but shall have the same number of days added to their paid vacation leave, at ordinary rates, at the time of the annual shut-down, or at the time of the public holidays:

Provided that an employee legally on sick-leave on an extra day or shift which is worked in terms of subclause (a) shall be deemed to have worked such extra day or shift for the purpose of this subclause;

- (c) employees whose services are terminated or resign, before they commenced the vacation leave provided for, shall be paid at the overtime rates which would have been appropriate in the absence of the special provisions of this subclause, for the period over which the extra work was actually performed.

## 12. Short Time Working

(1) An employer who intends to work short-time shall notify the secretary of the council, in writing seven days before such short-time working commences giving details of the agreement reached at works council indicating the date of commencement and the date of expiry thereof attached with the copies of the respective minutes.

(2) If an employer who intends to go on short time fails to secure a works council agreement he/she shall apply to council attaching at least three sets of minutes stating the reason why he or she intends to go on short time and the reasons for the disagreement with the workers committee, attached with the heads of arguments by the workers committee for review.

(3) During the period of short-time working an employer shall pay an employee for the hours actually worked by him or her:

Provided that he or she shall not pay to an employee less than sixty *per centum* of that employee's usual weekly wage.

(4) Overtime work during short-time working shall be by mutual agreement between the employer and the employee concerned:

Provided that overtime work shall commence at the end of the hours agreed for short-time work shall be payable in terms of [clause 14](#).

(5) The employer shall give his or her employees one working day's notice of resumption of ordinary hours of work.

(6) All employers shall comply with existing legislation regarding short-time working.

### **13. Conversion of rates**

The hourly, daily or monthly equivalent of minimum weekly wages prescribed in [clause 9](#) shall be ascertained as follows-

- (a) hourly: divide the prescribed weekly sum by the number of ordinary hours of work per week laid down by the employer for the employee concerned in terms of [clause 11 \(1\) \(a\)](#), and [clause 11 \(3\) \(b\)](#), as the case may be;
- (b) daily: divide the prescribed weekly sum by the number of normal working days per week laid down by the employer for the employees concerned in terms of [clause 11 \(1\) \(c\)](#);
- (c) monthly: multiply the prescribed weekly sum by 52 weeks and divide by 12.

### **14. Payment of overtime**

(1) The employer shall pay overtime rates for overtime in excess of fifteen minutes in any one week or six-shift period on the following basis-

- (a) during the first twelve hours of overtime in any one week, at one and a half times the normal rate;
- (b) thereafter, at double the normal hourly rate.

(2) Notwithstanding the provisions of sub clause (1), the employer shall pay overtime rates at double the normal hourly rate for overtime on a day off.

(3) Notwithstanding the provisions of subclause (1), payment for overtime worked on a public holiday shall be as provided in [clause 21](#).

### **15. Deductions**

No employer shall make deductions or set-off of any description from the remuneration due to any employee except-

- (a) where an employee is absent from work on days other than public holidays or vacation leave, a *pro rata* amount of wages only for the period of such absence;
- (b) by written stop-order, contributions to insurance or pension fund or medical-aid society, or other contributions by mutual agreement between the employee and the employer;
- (c) any amount which the employer is compelled by law or legal process to pay on behalf of an employee;
- (d) amounts due for goods or services supplied to the employee:  
Provided that the employee has agreed thereto in writing;
- (e) by written stop-order, any other deductions or set-off which is mutually agreed by the employee and the employer;
- (f) deductions in terms of [clause 7 \(1\)](#);
- (g) deductions in terms of [clause 8 \(2\)](#);
- (h) deductions in terms of [clause 26 \(4\)](#);

Provided that any deductions made in terms of [paragraphs \(d\)](#) and [\(e\)](#), in respect of goods purchased by, or services supplied or money lent to, an employee shall not exceed, in aggregate, twenty-five *per centum* of the employee's gross remuneration.

### **16. Payment of wages**



(1) Every employer shall pay all remuneration, including wages, overtime, bonuses and allowances, to factory and other employees once a week, within seven days of due date, and on the day of payment selected for employees working any particular shift, shall complete the delivery of payments to those employees not later than forty-five minutes after the end of their shift:

Provided that, by mutual agreement employees may be paid once a month, in which case they must be paid within one day of due date.

(2) Subject to the right of council, entirely at its discretion, and having regard to the circumstances of each particular case, to extend the time to a total of not more than fourteen days, an employer shall, immediately upon termination of an employee's service, make full payment of all amounts due to the employee.

(3) All remuneration shall be paid by the employer in cash, and shall be accompanied by a wage-slip or packet showing-

- (a) the name of the employer and the employee; and
- (b) the wage rate; and
- (c) amount of remuneration; and
- (d) the total number of hours worked; and
- (e) the amount of overtime; and
- (f) bonuses and allowances; and
- (g) deductions for absence without leave or other deductions permitted in terms of [clause 15](#); and
- (h) annual leave pay due in terms of [clause 20](#); and
- (i) the net amount receivable by the employee.

#### **17. Piece-work, work on a ticket system and sales to an employee**

(1) No employer shall impose, and no employee shall perform any task-work, except in such manner and to such extent as may be provided for in terms of an incentive bonus scheme.

(2) No employee shall be employed on a ticket system basis.

(3) No employer shall, by himself or herself or through any officer, servant or agent, coerce any of his or her employees to purchase any goods of any kind, whether or not manufactured by the employer.

#### **18. Special provisions**

(1) Females-

- (a) no employer shall employ a female between the hours of 10 p.m. and 6 a.m.;
- (b) where an employer finds it necessary to engage females in night-shift work, he or she may do so upon fulfilling the following conditions-
  - (i) a written agreement shall be concluded between the employer, the employee's representatives and the employees concerned,
  - (ii) any agreement made in terms of subclause (1) above shall stipulate its duration, after which it shall be re-negotiated,
  - (iii) the employer shall be responsible for providing transport at his or her own expense, when service transport is not available, for such female employees to and from their place of work,
  - (iv) no female worker shall be discriminated against where she can give a reasonable excuse for failure to comply with subclause (1) above,
  - (v) the secretary shall be notified, within seven days, of any agreement or renewal thereof;
- (c) an employer who employs a mother whose own child is under thirteen years of age shall grant such mother time off for the purpose of taking such a child for treatment, provided that she produces a medical certificate or a certificate from a registered traditional healer immediately upon return to work. Such time off shall be deducted from employee's sick leave entitlement in terms of [clause 22 \(5\)](#) or [\(6\)](#) whichever is appropriate.

(2) Learners-

- (a) an employer may engage an employee as learner in respect of one or more occupations classified in levels 3 to 16;

- (b) the employer shall train the learner in all aspects of the occupation concerned and, where machine operations are involved, in the use of as many different machine as possible;
- (c) the maximum period for which any new employee, other than a clerk, may be required to serve as a learner shall be according to the following scale-
  - (i) level 3, three months,
  - (ii) level 4 to 6, six months,
  - (iii) level 7 and above, twelve months;
- (d) an employee, other than a clerk, who is promoted internally from any of levels 2 to 16 to a higher grade may be required to serve as a learner for not more than three months;
- (e) the maximum period which any clerk, who is required to serve as a learner shall be according to the following scale-
  - (i) level 5, three months,
  - (ii) level 8 and 9, six months,
  - (iii) level 13 and 14, nine months;
- (f) no employee shall be a learner in the same occupation in the industry more than once:
 

Provided that-

  - (i) in the event of the employee obtaining employment in the same occupation but in another section of the industry, he or she may be required to serve a further period of learnership, not exceeding three months,
  - (ii) comparable experience in another industry shall be recognised as if it were experience in another section of the textile industry.

(3) Cooked meals-

- (a) where an employer supplies cooked meals and a charge is made, he or she must display the charge for such meals in a prominent position in the canteen;
- (b) an employee who voluntarily accepts such meals may have the charge for the meals actually supplied deducted from his or her pay;
- (c) an employer who supplies such daily meals at a charge shall notify the secretary, in writing of the fact, together with the amount of the charge levied.

## 19. Subsistence allowance

(1) An employer who requires an employee to work so far from his or her usual place of work as to necessitate his or her sleeping away from home, shall provide convenience to and from such place at his or her own expense, and shall pay such employee, in addition to his or her wage, for the time during which he or she was away from home all prior mutually agreed travelling, subsistence and accommodation expenses appropriate to the area of work location.

(2) A traveller's assistant will be entitled to the subsistence and accommodation allowance in subclause (1) above with the exception of travelling allowances.

(3) An employer who transfers an employee from one company to another which is situated in a different location shall-

- (a) be required to give adequate notice of the relocation of not less than 30 days, unless an emergency necessitates;
- (b) be required to meet all reasonable and normal expenses for the relocation of the employee and his or her immediate family;
- (c) provide reasonable accommodation or pay accommodation expenses up to a maximum period of three months.

## 20. Accrual of leave, and duration and timing of periods of leave

(1) An employer shall grant to each employee paid vacation leave which shall accumulate to one twelfth (1/12) *per annum*.

(2) Paid vacation leave may accumulate up to a maximum of three calendar months.

(3) Gazetted public holidays falling within a period of vacation leave shall be counted as part of the vacation leave.

(4) An employee who becomes ill or is injured during a period of vacation leave may cancel his or her vacation leave and apply for sick leave.

(5) An employer shall permit an employee to proceed on vacation leave within one month of his or her application thereof, and an employee who is entitled to vacation leave may be compelled to take such leave within one month of an instruction to do so from his or her employer:

Provided that, when an establishment has an annual shut-down, employees may be required to take their vacation leave during such shut-down, in which case the period of shut-down shall be so arranged as not to include more than eight days off in respect of alternating-shift workers.

(6) An employee who has completed less than twelve months of continuous service shall not be entitled to proceed on vacation leave except with the consent of his or her employer otherwise than during an annual shut-down, in which case the period of absence in excess of his or her accumulated vacation leave shall be unpaid leave.

(7) For the purpose of assessing the amount of paid leave entitlement-

- (a) any employee with less than twelve weeks continuous service at the time of annual shut-down, shall be deemed to have had twelve weeks continuous service; and
- (b) any part of a month of continuous service in excess of thirteen days other than the first month in terms of subclause (1) of this clause be deemed a full month.

(8) The amount to be paid to an employee proceeding on vacation leave shall be calculated at the rate of one week's pay for each week of vacation leave or one twelfth *per annum*.

(9) If payments described in subclause (4) would, owing to the customary method of payment at any establishment, result in the employee not receiving any pay until the expiration of two weeks after his or her return from leave, the employer may, with the employee's consent, withhold not more than one week's pay at the commencement of the leave so that it will be available for payment to the employee at the end of his or her first week's work after completion of his or her leave.

(10) An employer may, at any time, if so requested by an employee, give such employee cash in lieu of his or her accumulated leave, and shall make such payment in full upon termination of employment.

(11) The amount payable in lieu of accumulated leave shall be calculated at the rate of one week's pay for each week of vacation leave, with appropriate adjustment for broken periods of less than one week.

(12) If any employer wishes, in circumstances other than those provided for in [clause 11 \(5\)](#), to extend his or her annual shut-down, he or she may do so under the following conditions-

- (a) the total period of the shut-down shall not, in any circumstances, exceed thirty-one consecutive calendar days;
- (b) the employer shall give to his or her employee's at least one month's notice, in writing, of the intended period of extension, and, before the shut-down commences, shall pay to each employee the wages which he or she would have received had he or she worked throughout the extended period, which shall include vacation leave, ordinarily accumulated and additional vacation leave earned in terms of [clause 11 \(5\)](#).

(13) Bereavement: An employer shall grant to each employee not less than three working days paid leave to attend to the funeral arrangement of a specified relative. Such specified relative will be determined between the employer and the employee through the employee's personal records.

(14) Save as provided in [clause 20 \(3\)](#), no employer shall grant unpaid leave to any employee, except on request by that employee and then only on compassionate grounds.

(15) Paid leave of absence to attend NEC and Trade Union business-

- (a) attendance to a meeting specifically convened to discuss or perform official business of council and trade union should be considered as paid leave of absence which should not interfere with the employee's leave entitlement;
- (b) additional leave for trade union officials shall be granted in the following manner-
  - (i) 15 days paid and 15 days without pay per annum for training purposes,
  - (ii) special consideration shall be given to longer training courses such as the paralegal where the trade union will be required to liaise with the employer in order to grant more days on pay so that the employee may be able to complete all stages of the course.
- (c) special leave on full pay not exceeding twelve days in a calendar year shall be granted by an employer to an employee-
  - (i) who is required to be absent from duty on the instructions of a medical practitioner because of contact with an infectious disease,

- (ii) who is subpoenaed to attend any court in Zimbabwe as a witness,
- (iii) who is required to attend as a delegate or office-bearer at any meeting of a registered trade union representing employees within the undertaking or industry in which the employee is employed,
- (iv) who is detained for questioning by the police, or
- (v) on any justifiable compassionate ground.

## 21. Public holidays

(1) Every employer shall grant to each of his or her employees fully paid leave of absence on every public holiday which falls on a day of the week which would normally be a working day or alternating-shift.

(2) An employer may require an employee to work on a public holiday on which such employee is entitled to leave of absence, in which event he or she may either-

- (a) with the consent of the employee, grant to the employee leave of absence on another day, instead, and shall pay him or her not less than his or her normal wage in respect of the public holiday and that other day, as the case may be; or
- (b) in the case of alternating-shift worker, any public holiday that falls on a day off shall be treated as a day to be accumulated as accrued leave or the employer may choose to pay in lieu of the leave so accumulated at ordinary rates of pay; or
- (c) if an employee works any hours on a public holiday in order to complete his or her shift, he or she shall be paid at one and a half times his or her ordinary rate of pay for the number of hours so worked in addition to paying him or her normal wage in respect of work done on that public holiday. But if an employee commences a shift on a public holiday he/she shall be paid at double the hourly rate of pay for the hours worked on the public holiday in addition to paying his or her normal wage in respect of work done on that public holiday.

(3) Night-shift workers: A public holiday shall commence at 12.00 midnight, but employees are required to complete their shift, in which case they shall be paid in terms of subclause (2) (c) above.

## 22. Benefits during sickness

(1) An employee shall be entitled to paid sick leave immediately upon commencement of continuous employment. However, this provision does not prevent an employer from granting sick benefits to a contract employee in accordance with the remainder of this clause.

(2) If an employee becomes incapacitated and unfit for work owing to sickness or accident, he or she shall obtain a certificate from a medical practitioner or a registered traditional healer, setting out the cause which renders him or her unfit for work, and shall produce such certificate upon return to work where-

- (a) he or she shall be obliged to submit to examination on the same day by such medical practitioner, if any, as attends the establishment daily and is available to attend to him or her; or
- (b) should such attention mentioned in [paragraph \(a\)](#) not be available, the employer shall grant the employee such facilities as may be reasonably necessary to enable him or her to be examined by a medical practitioner, and shall advance to the employee, as a loan, the cost of such examination.

(3) -

- (a) upon being medically examined, an employee shall obtain from the medical practitioner whichever is appropriate of the following certificates, and shall produce it to his or her employer when he or she returns to work-
  - (i) if he or she is unfit for work (which expression shall include fitness for light duty only), a certificate setting out the causes which renders him or her unfit for work and the period he or she is likely to be unfit for work,
  - (ii) if he or she is fit for work, having been sufficiently treated during his or her visit,
  - (iii) if he or she is fit for work but requires further examination or treatment, or both, a certificate stating when and where he or she is to report for such purpose;
- (b) an employee who undergoes, during his or her normal working hours, any examination or treatment referred to in [paragraph \(a\) \(ii\)](#) or [\(iii\)](#) shall be deemed to have been at work throughout such period of his or her absence for those purposes, subject to his or her providing such evidence as the employer may reasonably require of the place and duration of each examination or treatment.

(4) If the cause of unfitness for work is such as to entitle the employee to compensation under the laws from time to time in force relating to workman's compensation the employer shall, irrespective of the employee's length

of continuous service-

- (a) for the whole period for which workman's compensation is received, pay that compensation to the employee; and
- (b) for the appropriate number of days prescribed in subclause (5) pay the employee an amount which, added to the said compensation, will total the employee's full basic wage and no such payments made by an employer shall in any way affect or diminish the employee's right to the benefits prescribed in sub clauses (5) and (6).

(5) If an employee has obtained from a medical practitioner or registered traditional healer a certificate that he or she is unfit for work for a cause other than those mentioned in subclauses (4) and (8), he or she shall be paid his or her wage by his or her employer whilst unfit for work for the period stated by the medical practitioner, but not exceeding, in aggregate, 90 days in any year of service.

(6) If an employee receiving benefits under subclause (5) has been in continuous service for twelve months or more, and is certified by a medical practitioner as still unfit at the conclusion of the appropriate maximum aggregate period in terms of subclause (5), he or she shall be paid half his or her wage by his or her employer for such further period as may be recommended by the medical practitioner, but not exceeding a further maximum aggregate of 90 days, as the case may be, in any one year of service.

(7) The employer shall be entitled to terminate the contract on due notice upon fulfilment of the provisions of subclauses (5) and (6).

(8) An employee shall not be entitled to the benefits of this clause if his or her unfitness for work was caused or prolonged by intentional self-injury or by any other wilful misconduct on his or her part.

(9) Where facilities do not exist for an employee to obtain the certificate of a medical practitioner or a registered traditional healer, a certificate by a magistrate, district administrator, administration officer or State-certified nurse shall be accepted in place of a medical certificate.

(10) When an establishment returns to normal working hours, employees receiving sick benefits reduced in terms of short-time working hours shall receive thereafter the full benefits prescribed in this clause.

## **23. Contract and notice**

(1) Every person who is employed by or working for any other person and receiving or entitled to receive any remuneration in respect of such employment or work shall be deemed to be under a contract of employment with that other person, whether such contract is reduced to writing or not.

(2) An employer shall, upon engagement of an employee, inform the employee in writing of the full terms and nature of his or her contract, including-

- (a) the name and address of the employer; and
- (b) the period of time, if limited, for which the employee is engaged; and
- (c) the terms of probation, if any; and
- (d) the period of notice required to terminate the contract of employment; and
- (e) the terms of any employment code; and
- (f) particulars of the employee's remuneration (i.e. his or her grade/level), its manner of calculation and the intervals at which it will be paid; and
- (g) particulars of the benefits receivable in the event of sickness or pregnancy; and
- (h) hours of work; and
- (i) the details of any bonus or incentive scheme in operation; and
- (j) the nature and duration of vacation leave and vacation pay or annual shutdown, if any; and
- (k) particulars of any other benefits provided under the contract of employment.

(3) Contract of employment - Permanent contract - "contract without limit of time" shall be a contract of employment that does not specify its duration or date of termination thereof:

Provided that a casual worker shall be an employee on a contract of employment without limit of time on the day that his or her period of engagement with a particular employer exceeds a total of six weeks in any four consecutive months.

(4) Fixed term contract - shall be a contract for a stipulated period which shall specify the date of commencement and the date of termination thereof:

Provided that-

- (i) employees who are engaged on a contract basis (be it fixed term or short terms contracts) shall

remain as contract workers provided that their continuous service as contract employees does not exceed sixty months. If an employee is engaged on a contract basis for a continuous period of more than sixty months, then that employee shall be deemed to be a permanent employee one day after 60th month of continuous employment. The number of contracts offered during this 60 months period is unlimited,

- (ii) for the avoidance of doubt no contract shall be terminated when the employee had a legitimate expectation and cannot instead be replaced by another employee,
- (iii) all contract employees, regardless of the duration of their contracts shall be subject to the Code of Conduct for the National Employment Council of the Textile Manufacturing Industry.

(5) Period of notice - Except where a longer period of notice has been provided for under a contract of employment or in any enactment, and subject to terms that might be provided by the Act from time to time, notice of termination of the contract of employment to be given by either party shall be-

- (a) three months in the case of a contract without limit of time or a contract for a period exceeding two years;
- (b) two months in the case of a contract for a period exceeding one year but less than two years;
- (c) one month in the case of a contract for a period exceeding six months but less than one year;
- (d) two weeks in the case of a contract for a period of three months or more but less than six months;
- (e) One day in the case of a contract for a period less than three months or in the case of casual work or seasonal work.

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

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

during which notice of termination of the contract to be given by either party may be one week in the case of casual work or seasonal work or two weeks in any other case.

(7) Whenever an employee has been provided with accommodation directly or indirectly by his or her employer, the employee shall not be required to vacate the accommodation before the expiry of a period of one month after the period of notice specified in terms of [subsection \(4\)](#) or [\(5\)](#).

(8) Notwithstanding [subsection \(4\)](#) and [\(5\)](#), the parties to any contract of employment may, by mutual agreement, waive the right to notice:

Provided that where the termination is at the initiative of the employer, the employee shall have a right to payment for a period corresponding to the appropriate period of notice in terms of [subsection \(4\)](#) and [\(5\)](#).

(9) No employer shall give notice of termination of contract to an employee whilst that employee is sick or disabled, except as provided in [clause 22 \(7\)](#).

(10) Neither the employer nor the employee shall give notice of termination of contract whilst the employee is on vacation leave or sick leave.

(11) If an employee deserts or wrongfully terminates his or her employment without due notice, the employer shall pay the employee only for the period during which the employee carried out his or her duties as the case may be and benefits due to him or her up to the time of such desertion.

(12) Notwithstanding anything contained in this agreement, no employer shall terminate any contract of employment that is in breach of contract, except only in conformity with the Code of Conduct as registered in terms of section 101 of the Labour Act [*Chapter 28:01*] as amended.

## **24. Interruption of continuous service**

(1) Service with one employer shall be deemed to be continuous if it is interrupted only by-

- (a) one or more periods not exceeding more than sixty days between discharge and re-engagement by the same employer or between discharge by one employer and engagement by his or her successor in terms of proviso (1) to [paragraph \(d\)](#); or
- (b) one or more periods of vacation leave or maternity leave or any other form of leave, whether paid or unpaid, granted under [clause 11 \(5\)](#) or [clause 20](#), or for any other reason; or
- (c) one or more periods of sick-leave taken in terms of [clause 22](#); or
- (d) one or more periods of absence without leave not resulting in the discharge of the employee:

Provided that-

- (i) successive periods of service, interrupted only as stated in this clause, with two or more employers shall be deemed to have been service with the final employer if-
  - (A) each change of employer has occurred through the new employers' acquisition of the whole or substantial part of the assets, business or undertaking of the previous employer; or
  - (B) the employee's service with the successive employers has been rendered at one establishment;
- (ii) in the event of an employee with a minimum of two years continuous service with one employer being made redundant and being re-employed by the same employer within a period of twelve months, the first or previous service shall count towards gratuity entitlement in terms of [clause 31](#).

## 25. Record of service

(1) Every employer shall issue to each employee, including a contract worker, upon termination of the latter's employment, a certificate described in subclause (2) stating the employee's-

- (a) job title and level on termination; and
- (b) wage rate on termination; and
- (c) length of service with the employer; and
- (d) length of service in the textile industry.

(2) Each certificate shall be either on a form purchased by the employer from the council or on a form acquired which has been approved by the council as being of sufficiently durable material and in conformity with the specimen set out in the Fourth Schedule.

(3) An employee who enters the service of another employer in the textile industry shall hand his or her record of service to his or her new employer who shall return it to the employee on termination of his or her employment with such employer.

## 26. Protective clothing

(1) Every employer shall supply, free of charge, a waterproof cap, overcoat, or suitable protective clothing to every employee who, in the course of his or her duties, is habitually exposed to inclement weather, and an overall to every employee whose duties are likely to damage or cause unusual wear and tear to his or her own clothes:

Provided that, every employee who qualifies in terms of this clause shall be issued with appropriate clothing or footwear on his/her day of engagement in the occupation which qualifies him/her.

(2) Drivers and vehicle-attendants engaged in the loading, unloading and delivery of goods on or from commercial vehicles shall be provided with adequate protective clothing which should conform to current standards of health and safety.

(3) Any clothing supplied to an employee in terms of this clause shall remain the property of his or her employer, and shall be returned to the employer on resignation, retirement or discharge of such employee:

Provided that in respect of clothing such as overalls, aprons, dustcoats, or dress etc. issued by the employer-

- (i) if the employee maintains and launders the garment, it shall become the property of the employee after a period of three months from the date of issue, but renewal or replacement periods shall be as determined at Works Council,
- (ii) if the employer maintains and launders such issued garment, it shall remain the property of the employer,
- (iii) the provisions of subclauses (4) and (5) of this clause shall apply to any garment issued in terms of paragraph (ii) above,
- (iv) all other items issued in terms of subclause (1) shall remain the property of the employee after three months.

(4) Any employee who fails to return clothing in terms of subclause (3) shall be liable for the cost or replacement, and the employer may recover such amount by deduction from any sums from time to time due to the employee.

(5) An employer who recovers the cost of replacement of clothing from an employee in terms of subclause (4) shall make due allowance for fair wear and tear in the assessment of such cost.

## 27. Health and safety

(1) An employer shall ensure that health and safety standards at the workplace are maintained by ensuring that-

- (a) such equipment, materials and protective devices as may be prescribed for his or her class of business are provided;
- (b) the equipment, materials and protective devices provided by him or her for purposes of protecting workers' health or safety are maintained in good condition;
- (c) such health and safety measures and procedures as may be prescribed for his or her class of business are carried out in the workplace;
- (d) the equipment, materials and protective devices provided by him or her are used as prescribed;
- (e) such occupational health services for the workers as may be prescribed are established;
- (f) the provision and maintenance of occupational health services are in accordance with standards prescribed;
- (g) such accurate records of the handling, storage, use and disposal of biological, chemical or physical agents as may be prescribed are kept;
- (h) records of the exposure of a worker to biological, chemical or physical agents are accurately kept, maintained and made available to the affected workers;
- (i) the general manager is notified of the use or introduction into a workplace of such biological, chemical or physical agents as may be prescribed;
- (j) such monitoring and records of the use of biological, chemical or physical agents as may be prescribed be maintained;
- (k) compliance with such standards limiting the exposure of a worker to biological, chemical or physical agents as may be prescribed is enforced;
- (l) where so prescribed only a worker who has undergone such medical examination tests, or X-rays as may be prescribed and who is found to be physically fit to do the work in that workplace be permitted to do that work;
- (m) the worker is provided with instructions on measures and procedures to be taken for protection against risks to health or safety, and such instructions shall be given in writing or in the manner or language understood by the majority of workers in the work place;
- (n) occupational health and safety training programmes at the workplace are carried out, or that workers be released to attend such training programmes during work times;
- (o) he or she prepares and regularly updates a written policy that addresses the health and safety problems at the workplace and develops and maintains a programme for the implementation of that policy;
- (p) the establishment of a safety committee is effected and the necessary assistance and co-operation afforded to the committee in carrying out its functions;
- (q) a supervisor or health and safety representative who shall take all necessary measures to ensure the health and safety of the worker is appointed.

(2) It shall be the duty of any person-

- (a) designing, manufacturing, importing, selling or hiring out any machinery, implement, safety equipment or other technical device to take steps to ensure that it affords adequate security against risks to safety and health. Such equipment when delivered shall be accompanied by the necessary information and instructions concerning its assembly, use and maintenance;
- (b) manufacturing, importing and selling a substance that causes risk to health or safety to take the measures necessary to prevent or counteract any health and safety hazards resulting from the use, handling and storage of such a substance.

(3) A supervisor or health and safety representative shall ensure that a worker-

- (a) works in the manner and with the protective devices, clothing, measures and procedures which ensure the protection of the workers' health and safety;
- (b) uses and wears the equipment, protective devices, or clothing that the employer has provided to be used worn;
- (c) reports and investigate accident or identifies potential hazards which may affect the health or safety of workers;
- (d) is advised of the existence of any potential or actual danger to the health or safety of the worker of which the supervisor is aware;



- (e) where so prescribed, is provided with instructions in writing or any manner as to the measures and procedures to be taken for his or her protection;
- (f) takes every precaution necessary in the circumstances for his or her protection as a worker.

(4) A worker shall-

- (a) report to the employer or supervisor or health and safety representative the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself or herself or another worker;
- (b) report to the employer or supervisor or health and safety representative any contravention of this clause or the existence of any hazards of which the worker is aware;
- (c) where so prescribed, have at the expense of the employer, such medical examinations, tests or X-rays, at such time or times and at such place or places as prescribed;
- (d) work in compliance with such requirements as may be prescribed for the protection of the health or safety of the worker;
- (e) use or wear the equipment or protective clothing the employer requires to be worn;
- (f) not to remove or make ineffective any protective device prescribed or required by the employer without providing an adequate temporary protective device, and when the need for removing or making ineffective the protective device has ceased, the protective device or clothing shall be replaced immediately;
- (g) not use or operate any equipment, machine, device or clothing, or otherwise work, in a manner that may endanger himself or herself or any other worker;
- (h) not take away from the workplace protective devices or clothing for purposes not connected with the protection of the worker at work.

(5) As a general rule, the council recommends that the Health and Safety Committee consists of an equal number of representatives from management and the workers. The committee shall be chaired by a senior member of the management representatives.

(6) In applying health and safety requirements in terms of Statutory Instrument 68 of 1990, the employer shall be expected to be cognisant of the provisions of the Factories and Works Act [*Chapter 14:08*] and Statutory Instrument 105 of 2014 (Labour (HIV and Aids) Regulations, 2014).

## **28. HIV and AIDS Policy**

(1) The aim of the sector policy is to guide and direct the process of dealing with HIV and AIDS in the workplace at all levels of the textile industry. The policy provides the framework within which the textile sector employers, employees and their representatives should formulate HIV and AIDS policies at enterprise level, and design, implement, monitor and evaluate practical and proactive HIV and AIDS policies and programmes at the workplace.

(2) This policy applies to all employers and employees, as well as prospective employers and employees in the textile sector, and all aspects of work - formal and informal.

(3) The sector policy handbook is available from NEC and on the Internet.

## **29. Maternity leave**

(1) Unless more favourable conditions have been provided for in any employment contract or in any enactment, maternity leave shall be granted in terms of section 18 of the Labour Act [*Chapter 28:01*] as amended for a period of ninety eight days on full pay to a female employee who has served for at least one year.

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

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

Provided that paid maternity leave shall be granted only once during any period of twenty-four months calculated from the day any previous maternity leave was granted.

(4) A female employee who has served for less than one year and who requires leave for maternity purposes, shall, at her request, be granted ninety eight days' maternity leave without pay:

Provided that if, during such leave, she completes one years' service, she shall be paid her full salary for so

much of such leave as is taken during her second year of service, and the period for which she is so paid shall count as one of the periods of paid maternity leave referred to in subclause (3).

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

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

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

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

(9) Any person who contravenes this section shall be guilty of an unfair labour practice.

(10) Notwithstanding [subsection \(8\)](#) and [\(9\)](#), the grant of breaks during normal working time to a female employee for the purpose of nursing her child shall be made in accordance with the exigencies of her employment and nothing done to prevent any disruption of normal production processes or any interference with the efficient running of an undertaking or industry shall be held to be in contravention of [subsection \(8\)](#).

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

### **30. Code of conduct**

(1) The code of conduct Statutory Instrument 102 of 2002 as registered in terms of section 101 of the Act shall be observed by all employers and employees in the Textile Manufacturing Industry.

(2) All disciplinary cases and dismissals shall be dealt with strictly in accordance with the code, and any circumstances which are not covered therein shall be dealt with having due regard for the spirit and intention of the code.

### **31. Gratuity on retirement**

(1) When the service of an employee is terminated after four or more years of continuous service, whether at the instance of the employer or employee, his or her employer shall pay him or her a gratuity of not less than the amount arrived at by multiplying the number of years of service by the percentage of current basic wage/salary as set out in the Fifth Schedule (*e.g. For level 1 on 4 years = 20% of current monthly basic pay multiply by 4 years*):

Provided that in calculating the amount of gratuity entitlement of an employee with a minimum of four years continuous service with the employer, any part or fraction of a year of such service shall be calculated on a *pro rata* basis.

(2) An employee who has already qualified for a gratuity in terms of subclause (1) and then joins an occupational pension scheme shall, on termination of his or her employment, and notwithstanding any pension benefits he or she may receive from that occupational pension scheme, be entitled, to a gratuity based on the number of years of service from the date his or her employment commenced to the date of joining the occupational pension scheme.

### **32. Workers committee and works council**

(1) Every establishment which employs 6 or more employees shall have a workers committee.

(2) The workers committee shall drive its aims and objectives from the workers committee guide lines and the Labour Relations (workers committee) (general) regulations of 1985, Statutory Instrument 372 of 1985.

(3) In every establishment there shall be a works council composed of an equal number of members representing the employer and the workers committee.

(4) There shall be a constitution of the works council which shall outline the rules and procedures to be followed at the establishment concerned and shall be submitted to Council for registration.

(5) Without prejudice to the provisions of the collective bargaining agreement the works council shall conduct its business in terms of section 25A of the Labour Act [*Chapter 28:01*] within the scope of the collective bargaining

### 33. Job descriptions

Title, grade and description-

1. **Automatic Zip Cutting Machine Operator** - Level 2
  - . Operates and monitors machine which automatically cuts zips to length.
    - Required to check batch quantities and reports discrepancies.
2. **Auto-Sewer Machine Operator** - (includes semikon machine operator) - Level 5
  - . Puts the roll into the machine, Checks the size of sack to required size, Checks the settings on the cutter operation, sets the guide on the sewing machine and starts and stops the machine as required.
3. **Automatic Autoclave (Steamer) Operator** - Level 4
  - . Sets, operates and monitor Autoclave (Steamer) as required
    - Required to load the material into the machine.
    - Required to ensure the machine is set according to instruction.
    - Required to ensure safety requirements are met.
    - Required to record production data and cloth faults.
    - Required to unload the machine after the cycle.
    - Required to offload the trolley for further processing.
    - Required to maintain cleanliness of the area.
    - Maybe required to mend fabric holes.
  - Maybe required to assist in loading of trolley.
4. **Bailing Press Operator** - Level 2
  - . Operates mechanical press.
    - Required to load material into press in manner or pattern prescribed and remove completed bale.
    - May be required to hand-stitch bales or use manually operated strapper required to avoid over-taxing of pressing component.
    - May be required to handle and move material/bales to fill out operating time or working shift.
5. **Balling Machine Operator** - Level 4
  - . Operates Balling machine to produce yarn balls as instructed.
    - Required to collect yarn, box labels and centre tubes, cut off full ball, weigh for accuracy, append appropriate label, place wrapping and pack into boxes.
    - May be required to record production data.
6. **Bar Filler** - Level 4
  - . Places rib boarders or other knitted fabric individually or in succession one on top of another onto a point bar on a needle loop to loop basis.
7. **Batching Machine Operator**
  - . Operates machine for winding fabric from small rolls and/or lapped form onto larger rolls suitable for further processing.
  - . Operates butt sewing machine to join pieces together.
    - May be required to record simple details on proforma.
    - May be required to load, off-load and/or move batches.
    - May be required to spot check fabric for major faults.
8. **Beam Gaiter** - Level 5

- . Selects correct beam from clerical information given and loads on machine but makes no adjustments to loom motions.
  - May be required to patrol specific loom area to assess visually due-out beams and advise beam administration section accordingly.
  - May record details in production book: time started/finished, name, shift, date loom numbers etc.
  - May be required to assist weavers in correcting weaving faults.
- 9. **Beverage Maker** - Level 1
  - . Makes beverages at regular intervals or as required.
    - May deliver beverages and purchase ingredients.
    - May be required to deliver or collect messages and undertake cleaning activities within the factory/office complex.
- 10. **Blending Line Operator** - Level 4
  - . Operates machine for opening, cleaning, oiling and blending of fibres.
    - Lays blend ingredients and feeds machine as required.
- 11. **Bobbin-Stripper** - Level 1
  - . Strips waste from bobbins when empty and sorts ready for further use.
    - May change stripping machine setting as required. Removes waste material from machine and may lubricate as necessary.
    - May be required to assist bobbin doffer, or spindle tape operator.
- 12. **Boiler Attendant** - Level 6
  - . Operates a boiler to required steam pressure levels.
    - May be required to shovel combustible material to base of conveyor.
- 13. **Boiler Maintenance Attendant** - Level 7
  - . Responsible for the general maintenance of boilers.
    - Required to lay fire-bricks, insulate boiler valves, pump work and paint as necessary.
- 14. **Bottom Stop Machine Operator** - Level 2
  - . Feeds zip into machine and monitors automatic insertion of bottom stop.
- 15. **Box and Key Machine Operator** - Level 2
  - . Manually fits box and key onto zip, then uses closing machine to fix in position.
- 16. **Braiding and Rope Machine Operator** - Level 4
  - . Operates a machine to produce different sizes of ropes as required.
    - May be required to oil and clean machine.
    - May be required to make quality gear changes.
- 17. **Building Operative I** - Level 4
  - . Lays bricks as required.
    - May be required to collect building material.
    - May be required to mix mortar.
    - May be required to point and clean bricks.
- 18. **Building Operative II** - Level 6
  - . Plasters as required.
    - May include floating and fixing of lintels.
- 19. **Building Operative III** - Level 12
  - . Erects building according to plans.
    - Casts re-in forced concreting.

20. **Button Marker I** - Level 2
- . Covers buttons by using cutter and button former.
    - May mark garment for button-hole making.
21. **Button Marker II** - Level 3
- . Marks button holes and corresponding button positions on garments as pattern and grade size requires.
    - May be required to examine accuracy of button holes and button sewing when these operations are complete.
    - May be required to mark garments for other fastening devices.
22. **Buyer** - Level 12
- . Orders goods and decides on correct format arranging typing, signing and distribution.
    - Liaises as required and decides on best price, delivery and correct goods.
    - Investigates requisitions with suppliers.
    - Responsible for maintaining supplier goodwill, liaises with Accounts Department for payment and maintains records.
23. **Calender/Can Dryer Operator** - Level 4
- . Operates machine to treat fabric by passing it over heated cylinders.
    - May be required to move fabric to and from machine.
    - May be required to sew fabric pieces together.
24. **Canteen Attendant** - Level 5
- . Sells consumables supplied to the canteen/kiosk, and is responsible for ensuring that cash taken balances with goods sold.
    - May be required to maintain stock levels by re-ordering and maintaining a requisition/sales procedure.
    - Required to maintain cleanliness of canteen.
25. **Canteen Server** - Level 1
- . Assists canteen staff to dish up food and serve as required.
    - May prepare table-ware and deliver food as required.
    - May be required to clean area and assist kitchen workers.
26. **Carding Machine Operator**-(includes single and multi-cylinder non woven cards) - Level 4
- . Operates single cylinder carding machine.
    - May be required to clean and oil machine.
    - May be required to move full cans to spinning section.
27. **Carpet Fitter** - Level 7
- . Measures, joins, cuts and fits carpets in building and motor vehicles as required.
    - Responsible for collection and return of all materials and tools.
28. **Carousel Hand Printer** - Level 6
- . Ensures that flat screen is correctly positioned on the carousel frame and makes adjustments where necessary to suit panel and design.
    - Ensures fabric panels are correctly positioned on the tables.
    - Applies print paste uniformly by hand squeegee.
    - Cleans screens and equipment.
29. **Caustic Soda Plant Attendant** - Level 5
- . Operates a machine that prepares caustic soda solution for the Dyehouse.
    - Mixes caustic soda solution to required concentration.

- Ensures consistent supplies of caustic soda solution at all times.
  - Reports machine faults to superior.
  - Operates caustic recovery plant.
  - Required to maintain cleanliness of work area and surroundings.
30. **Centrifugal Drying Machine Operator** - Level 3
- . Sets, operates and monitors Centrifugal Drying Machine.
    - Required to load and off-load machine.
31. **Clerk 'A'** - Level 5
- . Carries out routine repetitive elementary clerical work e.g. transcribing; simple calculations; recording production figures; collating columns of figures.
32. **Clerk 'B' (Includes Production/Costing Clerk)** - Level 8
- . Carries out standardised clerical work necessitating familiarity with company procedures, the collation and reconciliation of data from several sources and routine computational work, for example: processing of despatch documentation, compilation of stock records, simple accounting - work, compilation of invoices; processing of time-keeping and production or personnel records preparation of graphs, calculation of aspects of wages, sales analysis, or is responsible for Clerk "A".
33. **Clerk 'C'** - Level 9
- . Undertakes the computation, compilation and preparation of cash for wages, or undertakes sales involving the handling of accounting for cash, or is directly responsible for any of the work performed by Clerk "B".
34. **Clerk 'D'** - Level 13
- . Carries out administrative, accounting and/or clerical work necessitating a detailed knowledge of company policy and procedures appertaining to duties which require independent action, integrity and/or direct responsibility for any work performed by a clerk "C"; for example; senior wages clerk, maintenance and balancing of ledgers up to trial balance.
35. **Clerk 'E'** - (Includes Administration Officer) - Level 14
- . Carries out senior administrative, accounting and/or clerical work; for example, credit control, the clearing of customs and "import/export licence documentation", the supervision of stock-control or costing/pricing systems, or is directly responsible for any of the work performed by a clerk "D".
36. **Coating Line Machine Operator** - Level 4
- . Sets, operates, monitors and controls machine/s used in the process of coating of fabric rolls according to laid-down specifications.
    - May maintain production records.
    - May control subordinates.
    - May be required to carry out simple tests.
37. **Colour Kitchen Hand** - Level 4
- . Undertakes, under instruction, various elementary tasks such as mixing dyes/pastes/paints/chemicals, cleaning, screen-washing etc.
38. **Compressive/Shrinking Machine Operator** - Level 4
- . Sets and operates compressive shrinking machine as required.
    - Required to mark and measure cloth and adjust machine accordingly.
39. **Computer Operator** - Level 10
- . Processes all scheduled work in a computer including loading, formatting, backing-up and printing.
    - May include data entry in a micro computer environment.
    - May involve running many jobs simultaneously in a multiprocessing environment.
40. **Condenser Card Machine Operator** - Level 4
- . Operates a condenser card.
    - Required to piece up breaks in slubbing, remove slubbing spools when full and insert empty

spools. May move spools to spinning section. Clean and oil machine regularly removing fly and waste from area.

➤ May feed hopper.

41. **Cook** - ±Level 4

. Prepares simple meals according to orders received.

➤ May be required to clean the kitchen and utensil.

42. **Copy Artist** - Level 7

. Copies designs into colour separations and if required make changes.

43. **Creeler** - Level 2

. Places yarn packages onto a creel and assists in its gaiting up and doffing as directed.

44. **Cutter I** - Level 3

. Undertakes straight-cutting of fabric or other textile products transversely using hand or machine for cutting cloth, labels, bags, bandages etc.

45. **Cutter II** - (Includes fabric strip cutting machine operator) - Level 5

. Cuts single or multiple layers of material using hand or machine cutters to follow patterns as shown, detailed, or marked, or as defined on Job Cards.

➤ May hold materials securely by hand or clamping devices to ensure accuracy of cut; pattern may require notches to be cut to ensure matching of parts during assembly.

➤ May be required to record completed parts, fill out job cards, and/or production proformas.

➤ May assist with laying and movement of the fabric (materials).

46. **Cutting Machine Operator (Waste)** - Level 2

. Examines incoming waste materials for impurities (wire, metal etc.) before cutting to size with cutting machine.

➤ May be required to lubricate cutting machine as necessary.

➤ May be required to maintain cleanliness of the work area.

47. **Data Entry Clerk** - Level 6

. Inputs data received on documents through a keyboard onto a magnetic medium for subsequent processing by a computer.

➤ Data is copied at an acceptable speed (minimum of 8000 Kd's per hour) with an error rate of not more than one in one hundred.

➤ Data is verified at an acceptable speed (minimum of 8000 Kd's per hour) with an error rate not more than one in one thousand.

48. **Data Entry Supervisor** - Level 10

. Supervises and schedules the work of Data Entry Staff and equipment which may be specialised standalone equipment or may be terminals connected to a computer. Logs and checks all oncoming document batches and maintains records.

➤ May include training of Data Entry Staff.

➤ Responsible for the right of admission to the department.

49. **Doffer** - Level 3

. Removes full bobbins, cops and spools, replacing with empty bobbins, cops and spools assists with piecing up and cleaning from ring rail down, on ring frames, rotors and open-end machines.

. In the Weaving or Knitting sections, removes cloth rolls from looms and/or knitting machines.

➤ May be required to record details.

50. **Doubler (includes Fine Spinning doubler Operator and Rubber Covering Machine Operator)** - Level 3

. Operates machine which twists two or more strands of yarn or thread into a single heavier and stronger strand.

➤ May be required to record output and move completed product to next process.

51. **Drawer-In I** - (4 shafts up to 8 end repeats single or multicolour) -Level 3
- Drawer-in II** - (in excess of the above) - Level 4
- . Draws threads of the warp through the eye of the heads and the dents of the reed; may be assisted by a reacher worker or automatic machine.
    - Collects shafts and beams; fits stretching comb to maintain widths.
    - Refers to job card for draft, design and denting instruction.
    - May be required to doff beams and remove to required location.
    - May be required to record relevant data.
52. **Dye and/or Chemical Recipe Weigher I** - ("Includes Alysil Plant Machine Operator) - Level 5
- . Prepares dyes/chemicals or printing pastes in a colour kitchen.
53. **Dye and/or Chemical Recipe Weigher II** - Level 9
- . Performs the duties of dye and/or chemical recipe weigher I and in addition matches required shades by making the necessary adjustments to prescribed recipes.
    - May be required to assist with stock take.
    - May be required to maintain recipe library.
    - May be required to supervise subordinates.
54. **Dye Recipe Preparer** - Level 9
- . Prepares recipes to match required colour samples by using standard formulae. Checks required colour samples against standard shade, recipe and adjust recipes to match as required.
55. **Dye-house Recipe Clerk** - Level 7
- . Calculates and prepares dyeing recipe as instructed for approval by higher authority.
    - Calculates figures for correct volumes of dye-stuffs and chemicals for dyeing and printing programmes; records appropriate recipes and submits to higher authority for checking.
56. **Dyeing Operators Assistant I** - Level 4
- . Assists in dyeing operations other than the operation and control of dyes, temperatures and processing times.
57. **Dyeing Operators Assistant II** - Level 5
- . Assists, under direction, in dyeing operations including the operation and control of dyes, temperatures and processing times.
58. **Electrical Worker I** - Level 8
- . Installs, repairs and maintains elementary electrical equipment (including elementary auto electrical work).
    - Capable of-
      - (a) using elementary electrical drawings;
      - (b) laying and joining of cables;
      - (c) laying of conduit, cable trays. Fitting of boxes, and distribution boards;
      - (d) installing and replacing fuses and breakers;
      - (e) repairing and installing basic motors;
      - (f) fault finding and repairs in light and basic circuits;
      - (g) Soldering of lags and wires;
      - (h) Stripping, cleaning and assembling of coils, transformers, armatures and switch gears (up to 600v).
59. **Electrical Worker II** - Level 10
- . Installs repairs and maintains electrical equipment.
    - Capable of-
      - (a) making simple wiring diagrams;



- (b) connecting distribution boards, etc.;
- (c) repairing and installing complex motor and starters;
- (d) general fault finding and repair of electrical equipment;
- (e) rewinding of coils, transformers and armatures, including the calculation of their specifications.

60. **Examiner I** - Level 4

- . An employee engaged in the cursory checking, grading, inspection or examining of machine - state textile products for any defects or faults.
  - may be required to carry out minor repairs using needle, hook, yarn, thread, comb, gun, etc.
  - uses visual acuity and works under supervision.

61. **Examiner II** - Level 6

- . An employee engaged in more detailed checking, grading, inspection or examining of finished or partly finished textile products.
  - may be required to record product quality.
  - may use visual acuity or gadget in examining products.
  - reports faults to immediate superior.

62. **Examiner III** - Level 9

- . An employee who carries out detailed final inspection of finished textile products and/or its analytical examination so as to ensure its acceptability in terms of quality specifications on the market.
  - may be required to supervise subordinates.

63. **Exhaust Dyeing Machine Operator I (automatic machines)** - Level 6

- . Treats fibre, yarn or other textile fabric as required on automatic dyeing machines.
  - May carry out rinsing and drying.
  - May carry out preparation and finishing.
  - May include machines as detailed on Exhaust Dyeing Machine Operator II if they are on automatic.

64. **Exhaust Dyeing Machine Operator II (non automatic machines)** - Level 8

**Includes the following machines: (Loose Stock, Cone/Cheese, Winch, Jig, Paddle, Hand and Beam dyeing machines).**

- . Treats fibre, yarn or other textile fabrics with dyes or chemicals as required.
  - Required to withdraw yarn or fabric after prescribed period and (may take sample for testing) passes it for rinsing or drying: drains and cleans container.
  - May be required to carry out drying operations.

65. **Extrusion and Tape Line Machine Operator** - Level 6

- . Operates, monitors and adjusts an extrusion machine for production of plastic tapes.
  - Mixes materials as defined in standard mix recipes.
  - May be required to record production output or input/machine difficulties.
  - May clean machine as necessary and maintains cleanliness of surrounding area.

66. **Extrusion and Tapeline Operators Assistant** - Level 4

- . Assists the operator in loading, running and off-loading the machine.
  - Required to mix polypropylene granules with fuax.
  - Direct film onto rollers.
  - Doffs, weighs and does cursory examination of product.
  - Records production data.

67. **Fabric Layer** - Level 4

- . Lays fabric in readiness for the cutter as instructed.
    - Required to pull fabric onto cutting table to length.
    - May be required to collect and return fabric.
68. **Film Copier** - (Includes Step and Repeat Machine Operator - Level 8)
- . Copies and/or reverses negatives or of diapositives without modifications by using a simple contact and developing process.
69. **Fire Fighter** - Level 5
- . Fights fires in accordance with laid down procedures.
    - May be required to carry out fire prevention duties, e.g. cleaning, checking fire points and fire fighting equipment.
    - May be required to be on standby at potential flash points.
    - May be required to repair hoses.
70. **Flat Screen Hand Printers I** - Level 4
- . Assists Flat Screen Hand Printing Operator II.
    - Moves flat screens into stops.
71. **Flat Screen Hand Printer II** - Level 5
- . Ensures that flat screen is placed correctly and that print paste is applied uniformly by squeegee. Assists in moving screen and laying of fabric and cleaning of screens, equipment and table. Assists in moving fabric onto drying rods.
72. **Flat Screen Maker** - Level 5
- . Makes flat screen, including stretching.
    - May supervise subordinates.
73. **Folder** - Level 1
- . Folds goods according to grade, style, pattern, size as packing requires.
    - May carry out cursory visual inspection whilst folding.
74. **Gapping Machine Operator** - Level 3
- . Sets and operates open-end zip gapping machine as required.
75. **Garment Patternmaker** - Level 11
- . Draws and cuts out patterns of parts of garments by studying sketches, drawings, photographs, models and measurements of required garments; draws shapes of required parts on paper, canvas or other material; annotates drawings, patterns, samples, with code numbers, letters and markings to guide cutters and sewers, cuts out shapes or perforating their outlines with tracing wheel to form required patterns.
    - May have models made to test pattern and make required adjustments.
    - May be required to control pattern store index system.
    - May be required to cut single or multiple layer fabric using hand or machine cutters.
76. **General Worker** - Level 1
- Includes Cleaner, Sweeper, Carton Assembler, Sanitation Worker, Boiler House Worker, Garden Worker, Kitchen Worker and Garment Turner.**
- . Carries out simple repetitive and routine unskilled tasks, usually of a physical nature, requiring minimal instruction to perform to acceptable standard usually under direct supervision.
77. **Hand Fringer** - Level 3
- . Makes/repairs nets by hand
78. **Hand Sewer 1** - Level 2
- . Performs elementary sewing tasks by hand. Includes tacking, hem-finishing, collar/stole finishing.
    - May be required to carry out minor repairs to garments or fabrics, thread, elastic and sews up as required, makes pom-poms, removes stains and marks from fabric with solvent.

79. **Hand Sewer II** - Level 4
- . Performs various sewing tasks by hand Includes visible stitching on high grade garments; baste parts together, stitch linings into positions, sew on buttons and trimmings; measure, make and stitch belts and affix buckles; sew shoulder pads, sew in elastic and pleats as required; ornament garments with decorative stitching or embroidery plus other sewing activities such as altering and repairing textile articles.
80. **Instructor** - Level 10
- . Prepares training work schedules, conducts training courses and appraises students' performance.
    - May be required to prepare job descriptions, performance appraisal forms and training programmes.
81. **Ironing and Waxing Machine Operator** - Level 2
- . Sets, operates and monitors ironing and waxing machine as required.
82. **Jacquard Card Puncher** - Level 9
- . Operates motorised or manual jacquard card cutting machine to produce cards from point paper designs.
    - May be required to sort lace and pin cards by hand or by machine.
    - May be required to test design and make adjustments where necessary.
83. **Jacquard Design Copyist** - Level 9
- . Transfers design from original onto point paper, with modifications required for jacquard card punch machine.
    - May be required to operate computer aided pattern systems.
84. **Knitter (Hand Operated Machine)** - Level 4
- . Knits articles from yarn on hand-operated machine.
85. **Knitting Machine Operator I** - Level 4
- . Operates knitting machines to knit hosiery to shape of foot and leg, sets machine and yarn carrier to knitting positions.
    - May be required to count, bundle and label hose;
    - May be required to replace and align needles and points with pliers;
    - May clean and oil machine.
86. **Knitting Machine Operator II** - Level 5
- . Operates one or more standard or specialised power-driven machines which knit hosiery garments, hosiery fabrics and other articles from yarn.
    - May set needles of machine for width and pattern of cloth and replace broken needles.
    - May complete production proformas on quantity of goods produced and may be required to tabulate finished goods with production data.
87. **Knitting Machine Operator III** - Level 6
- . Operates multiple-cam selection and individual-needle selection type knitting-machines or fully fashioned knitting-machines producing cable stitch fabric or a combination of any two or more categories detailed for Knitter II.
88. **Knitting Machine Operator IV** (Warp Knitting Machine) - Level 7
- Operates a Warp Knitting Machine.
89. **Laboratory Assistant** - Level 9
- . Undertakes tests which are variable, non-routine and possibly complex.
    - Required to record data, interpret findings, reports such findings and any irregularities, may instruct and guide subordinate laboratory staff.
    - Required to set up testing equipment as required and undertake analysis as necessary, drawing conclusions and offering suggestions for improvement.
    - May be required to index and maintain tests records and relevant analysis.

90. **Laboratory Controller - Level 13**

(Quality Control in the Wet Process and Finishing Departments)

- . Develops, controls and supervises various testing procedures; analyses and interprets results of tests.
  - May recommend changes in standards or procedures to higher authority.
  - May authorise production procedure changes to overcome irregularities.
  - Required to record, or have recorded results of tests and analyses for reference purposes; clearly define in written form as Standard Practice Instructions any recommended changes in the production procedures designed to overcome or obviate irregularities, or improve Quality Standards.
  - Required to control and guide subordinate staff.
  - May be required to compile regular Quality Testing reports to higher management and design proforma for completion at defined work stations to provide data for on-going analysis.

91. **Laboratory Controller (Chemical) - Level 14**

- . Formulates recipe standards to be used in bulk dyeing;
  - Ensures that the recipe from the laboratory to the Dyehouse is reproducible; Tests water for impurities and hardness.
  - Carries out tests on incoming dyestuffs and chemicals to ensure that the products conform to agreed standards.
  - Conducts dye fastness tests to ensure required standards.
  - Formulates correction recipes for rejected dye lots.
  - Adjusts recipes as and when required to suit fibre type.
  - Checks effluent PH and temperature regularly; and
  - Monitors daily water consumption against Dyehouse production.

92. **Latex Coating Section Operator - Level 5**

- . Sets up and processes carpets through latex coating section to specification.
  - Joins backing by hand sewing.
  - Required to clean section and label carpets.

93. **Latex Stenter Section Operator - Level 4**

- . Sets up and processes carpet through latex stenter section to specification.

94. **Leading Hand I (includes Fine Spinner/Recorder) - Level 6**

- . A working operative leading a small unit performing regular and routine tasks with little variance in activities.
  - Required to report absenteeism, indiscipline or laxity within his or her unit; inadequacies in flow of work or supplies to his or her units.
  - May be required to complete simple production data. Higher supervision available at all times for reference purposes.

95. **Leading Hand II (Including Charge hand or Leading Hand I where work is not always subject to higher supervision) - Level 8**

- . A senior working operative responsible for leading a number of units of workers performing regular and routine tasks but with some variance in their activities thus requiring instruction on sequence and timing.
  - Required to report absenteeism, indiscipline and laxity within the units; report inadequacies in flow of work or supplies to the units.
  - May be required to complete simple production data. Higher supervision available at all times for reference purposes.

96. **Linking Machine Operator I (Hosiery) - Level 2**

- . Operates linking machine whereby the operator feeds the components into the machine which then automatically places them onto the pins.

97. **Linking Machine Operator II** - Level 4
- . Operates linking machine whereby the components are fed onto the pins by the operator.
    - May be required to match linking yarn colour with garment components, test stitching tension, fit sized folders to machine as necessary, fit component/trimming (e.g. rib, collar band, waist band etc.) onto points of machine, measure fitted component if required, ensure accuracy of completed component by measurement; may use scissors to shape up garment, may be required to record elementary production data.
98. **Maintenance Worker I (Includes Garnet Machine Operator's Assistant)** - Level 2
- . Undertakes lubrication of machines and/or simple machine cleaning operations as directed; or may assist in carrying or lifting activities whilst assisting more senior maintenance staff. May operate on a routine patrol basis whilst lubricating.
 

In the vehicle workshop, removes wheels, tyres and repairs punctures.
99. **Maintenance Worker II** - Level 5
- . Undertakes lubrication of machines and is responsible for correct selection of lubricant and quantity to be applied.
    - May under direction of superior or under planned maintenance programme, authorise stoppage and re-start of machinery for maintenance purposes.
    - May undertake elementary stripping and re-assembly of machine parts using basic hand tools.
    - May as directed by a journeyman, or vehicle mechanic undertake internal stripping and re-assembly of machine parts using hand tools.

In the vehicle workshop, carries out lubrication, battery testing and charging, removal and replacement of bulbs.
100. **Maintenance Worker III** - Level 8
- . Undertakes lubrication of machines and is responsible for correct selection of lubricant and quantity to be applied.
    - May give written authority to stop and re-start certain or defined classes of machinery for maintenance purposes.
    - May undertake stripping and re-assembly of external and internal machine parts as instructed by superiors, e.g. journeyman, textile mechanic, using range of hand tools.

Supervise work of subordinate maintenance staff;

    - May have authority to requisition for basic machine parts from store within prescribed financial or quantifiable limits.
101. **Material Handler I (Includes Stacker, Stores Workers, Transport Loader, Yard Workers, Handlers of all goods including coal and ash, Hopper Feeder I Battery Filler, Yarn Distributor)** - Level I
- . Carries. Lifts, loads, offloads, stacks, places into or onto wheeled conveyances of any type, and/or moving goods from one location to another. Work is usually carried out under direct supervision or instruction or on a regular routine basis.
    - May be required to open containers, removing contents and placing them as directed.
    - May be required to stack goods or items.
    - May be required to lubricate materials handling conveyances to ensure ease of movement.
    - May be required to maintain cleanliness of areas or items.
102. **Material Handler II (Includes Hopper Feeder II, Sorter/Separator)** - Level 2
- . As per materials Handler I, but required to identify by colour, number, name or other simple means, items required at various locations and may be required to complete simple records or proforma and checking information for superiors.
    - May include operations such as sorting, stencilling, labelling, strapping, bailing and/or operating rolling, plating, bag-closing. May be required to hand stitch canvas coverings over goods and products.
    - May be required to maintain stock levels by re-ordering and maintaining a requisitioning/sales procedure.
    - Required to maintain cleanliness of canteen.
103. **Mender I** - Level 2

- . Undertakes elementary or minor repairs to carpets, chenille products, blankets and hosiery.
    - Required to identify faults, usually shown by examiner/inspector's tag, and mends.
    - May be required to notify superior on unrepairable items.
    - May be required to remove spots or stains from garments using cleaning agents.
    - May be required to record production data.
104. **Mender II** - Level 3
- . Undertakes repairs to knitted fabric other than hosiery.
    - Required to identify faults, usually shown by examiner/inspector's tag and mends holes or holes or drop-drop-stitches.
    - May use knitting needle to pick up stitches, re-align and re sew buttons on garments, to remove spots or stains using cleaning agents.
    - May be required to notify superior of unrepairable items.
    - May be required to record production data
105.  **Mercerising Machine Operator** - Level 5
- . Sets and process fabric through mercerising machine according to specification.
    - Required to clean machine and area.
    - Required to load and unload machine.
    - Required to record/report cloth faults, (e.g. grease marks etc.).
106. **Messenger** - Level 4
- . Delivers letters, documents, communications as directed, internally or externally.
    - May be required to clean offices or make tea.
107. **Motor Driver I** - Level 7
- . Drives a fork lift truck, motor scooter, or light motor vehicle, with a Gross Vehicle Mass of less than 3,500 kgs.
    - Required to maintain vehicle with lubricant, water etc. and keep in clean condition and reports breakdowns to workshop or supervisor.
  - . If fork-lift, driver is expected to lift commodities safely within the weight capacity allowed and ensure that commodities are safely balanced if using stacking procedure; may be required to be conversant with location areas for specific products placing incoming goods accordingly.
  - . If scooter or light vehicle, driver may be responsible for sorting delivery notes into route order, loading goods in sequence for easy delivery, unloading goods as required or assisting thereto and obtaining customer signature against delivery or pick-up goods and for safety on the roads. May be required to complete mileage log.
108. **Motor Driver II** - Level 8
- . Drives a vehicle with a Gross Vehicle Mass in excess of three thousand five hundred kilograms.
  - . Required to maintain vehicle with lubricants, water, grease, air pressure etc. and report breakdowns or malfunctioning of component parts; required to keep vehicle clean.
    - May be required to sort delivery notes into order and assists subordinate staff with safe loading and off-loading procedures and required to obtain signature for products delivered.
    - May be required to complete mileage log and is responsible for subordinate lorry workers.
109. **Needle Felt Machine Operator** - Level 5
- . Prepares materials and operates needle felting machine.
  - . Makes adjustment to machine settings to regulate required weights of product.
    - May record production and machine down time.
    - May clean machine and replace needles.
110. **Open End Zip Welding Machine Operator** - Level 3
- . Sets and operates open end zip welding machine as required.

111. **Packer I** - Level 1
- . Packs articles or goods into packages or containers as directed.
112. **Packer II (Includes Recovery Yarn Recorder)** - Level 5
- . Packs articles or goods into packages or containers as directed, but required to identify by colour, style, code numbers, description, customer details, various commodities and select type of packing for each commodity.
    - Required to compare articles with Job Card/Ticket and attach correct ticket to article; may be required to address labels, articles containers and complete production proformas.
113. **Pad-Mangle Operator** - Level 4
- . Sets, operates and monitors Pad Mangle as required.
    - May be required to collect, mix, dilute components.
    - May be required to record production data.
114. **Painter I** - Level 3
- . Undertakes under instruction, elementary painting on selected items.
    - May be required to prepare surfaces, for painting and cleaning of equipment, and area.
115. **Painter II** - Level 6
- . An employee who paints as required.
    - Mixing and matching colours.
    - Selecting correct type of paints.
    - May be required to use spray gun.
116. **Paired I** - Level 1
- . Pairs components requiring elementary discrimination in regard to size, type, colour and quality; for example half hose, garment trims. Discrimination usually visual or by use of templates/samples.
117. **Paired II** - Level 2
- . Pairs and matches components which require detailed discrimination, usually visual experience, in regard to size, type, colour and quality; for example; hosiery (line gauge).
118. **Pattern Marker** - Level 5
- . Marks outlines of patterns used in garment making by arranging patterns on the material to permit most economically cutting, ensuring design will match in different parts of assembled garments. Traces outlines of pattern on materials with chalk, crayon, pins, or soap; writing design number and size within outlines.
    - May also make guides for cutters by arranging and drawing outlines of pattern on paper of same size, as materials to be cut.
    - May be required to control pattern store.
    - May be required to cut single or multiple layer fabrics using hand or machine cutters.
119. **Pattern Size Adjuster** - Level 6
- . Enlarges or reduces standard size patterns as required by following measurement detail given on sample or on measurement chart and drawing up patterns accordingly.
    - May be required to cut samples from adjusted/graded patterns and have them checked for accuracy and fit before releasing patterns to cutters for production use.
120. **PCB Repairer** - Level 8
- . Repairs and maintains PCB and ancillary parts in the workshop.
    - May be required to test PCB on site.
    - Conversant with schematic wiring diagrams for fault finding and repairing.
121. **Personnel Officer** - Level 13
- . Carries out Human Resources functions as specified by his or her superior.
    - May be responsible for:

- (i) Production of monthly reports,
- (ii) Employee Welfare including; loans, funeral pensions,
- (iii) Recruitment and selection,
- (iv) Employee counselling,
- (v) Liaising with Departmental heads,
- (vi) Investigate upgrading forms and determine whether they are genuine or not,
- (vii) Attendance to Disciplinary Matters,
- (viii) Improve communication within company,
- (ix) Overtime analysis, Disciplinary Report, Poor time Keeping report, organisational structure and long service awards.

122. **Plumbing Operative I** - Level 3

- . Under instruction, threads and cuts pipes, prepares for caulking and benching and clears pipes, drains and tanks.

123. **Plumbing Operative II** - Level 6

- . Installs and repairs pipe work (air, steam, water, gutters and drains) as required, including pipe threading, caulking and benching.
  - Includes tiling work.

124. **Plumbing Operative III** - Level 9

- . Installs, repairs, sets and maintain pumps, geysers, valves, gauges and ancillary equipment.
  - Capable of reading plans.
  - May be required to supervise subordinates.

125. **Polymerising Machine Operator** - Level 4

- . Operates hot flue to specifications for backing or drying fabric. Required to check fabric for faults and record/report.
  - May be required to sew pieces of fabric together for processing.
  - May be required to load or unload and/or move material.

126. **Potato Printer** - Level 7

- . Hand-print fabrics using a potato that has been cut to design as required.
  - Required to-
    - (a) copy and cut design from original sample on a potato.
    - (b) draw guide lines on the fabric.
    - (c) identify, mix, match and prepare colour pigments.
    - (d) check faults on printed fabric.

127. **Presser I (Includes Fusing Machine Operator)** - Level 1

- . Hand-irons flat work, or machine steam-presses garments using forming blanks or operates hosiery pressing machine.
  - Required to check size/style charts to ensure selection of appropriate forming blank or frame for garment.

128. **Presser II** - Level 2

- . Hand irons high-quality finished garments or uses steam pressing machine with or without forming blanks or operates automatic hosiery pressing machine. If using forming blanks, checks size/style charts to ensure selection of appropriate forming blank or frame for garment.
  - May use tape measure to confirm sizes of knitted panels adjusting to size by hand before pressing.

129. **Print Designer** - Level 15

- . Originates designs for textile printing according to requirements.



- May be required to supervise subordinate staff.
130. **Printing Assistant** - Level 4
- . Carries out the instructions of a printing machine operator.
131. **Printing Machine Operator (Includes Flexographic Printing Operator)** - Level 7
- . Sets up and operates machine which prints patterns of various designs and colours on textile materials making appropriate adjustments for register and quality of printing output.
    - Required to clean printing screen or rollers.
    - May print test piece of cloth to compare with sample before running.
132. **Progress Chaser** - Level 10
- . Monitors, follow-up, advises on orders status and discrepancies. Maintains records and cross checks Goods Received Voucher (GRV) and invoices against orders. Arranges gate passes and scheduling of transport for collection and delivery of goods. Responsible for payment of Cash on Delivery (COD) orders. Responsible for returnable and goods returned voucher.
    - May be required to visit suppliers.
133. **Quality Controller** - Level 16
- . Defines Quality Control Standards for all commodities, products, articles, manufactured by or bought for the enterprise-
    - Develops, controls and maintains Quality Standard manuals; defines where and at what stage testing and/or inspection equipment should be used; defines limits of acceptability and may define grading system on reducing scale down to reject.
    - Investigates all waste and re-work taking remedial action to minimise the same.
    - Supervises subordinate staff.
    - May stop production on badly produced products or dangerous practices until senior/top management has resolved the problem.
134. **Quilting Machine Operator** - Level 5
- . Sets and operates a quilting machine, and includes-
    - (a) feeding fibre into opening machine to produce required web;
    - (b) trimming excess fibre;
    - (c) physical mounting of fabric onto quilting machine rollers;
    - (d) controlling fibre edges and setting required fabric measurement;
    - (e) checking for loose stitches;
    - (f) checking weight and size of quilted fabric-
      - May be required to-
        - (i) replace needles,
        - (ii) thread and change bobbins,
        - (iii) set cutting machine.
135. **Raising Machine Operator (Including brush, raising, sueded, felting and shearing)** - Level 5
- . Sets and operates machine as required.
    - Laces up machine, joins, and mends fabric as required.
    - Required to check pile.
    - May maintain filter bags, move fabric to and from machine.
136. **Reacher-In** - Level 2
- Selects warp thread from weaver's beam for drawer-in through drop pins and heated wires. In coloured warps, selects threads to colour patterns.
137. **Receiving Clerk/Storekeeper** - Level 8
- . Monitors re-order and stock levels. Maintains kardex system. Arranges delivery of goods to departments. Provides analysis, costing sheets and graphs as required. Is responsible for correct

location and identification of stocks and for catalogue library.

- May be required to supervise subordinates.
- May be required to arrange, take or check goods with stores.

138. **Receptionist** - Level 8

- . Receives visitors and directs them as required. Takes messages and routes accordingly. Operates switchboard.
- May record calls and allocate charges.
- May undertake simple clerical activities.
- May undertake copy typing of routine correspondence, posting, routing and sorting mail.

139. **Rolling and Polishing Machine Operator** - Level 3

- . Sets, operates and monitors rolling and polishing machine as required.

140. **Rug Hand Looper** - Level 4

- . Hand tufts according to prepared designs.
- May be required to cut pile.

141. **Sales Person** - Level 13

- . Sells and markets to designated areas/customers. Required to-
  - (1) Produce written daily and weekly reports;
  - (2) Visit customers;
  - (3) Action complaints/queries;
  - (4) Gather market intelligence;
  - (5) Carry out office administration.

142. **Sample Room Attendant** - Level 5

- . Identifies fabric quality, shade, pattern, etc. in order to ensure correct supply of samples to sales persons.
- Required to cut out samples and make swatches and cross-checks quality against standards.
- Keeps inventory of sample swatches to be issued as required.
- Maintains simple records of issues.

143. **Screen Preparer's assistant** - Level 6

- . Unpacks screens, bakes and degreases them, Receives screens from preparer, cuts to size and glues in end rings. Ensures pitch, colour and design details are visible and records them into register.

144. **Screen Preparer (Photographic)** - Level 8

- . Applies photo-sensitive material to flat screens and employs photographic means to create the preparation for transfer to rotary screens; or, from a photographic negative produces a finished flat screen ready for use.
- Required to mix photographic emulsion in correct proportions to coat the desired number of screens; select correct screen size in width and mesh to fit pattern; checks screens use.

145. **Scutcher Machine Operator** - Level 4

- . Operates machine for opening and blending fibre. Removes, weighs, identifies and records laps produced as required.
- Required to remove, weigh, identify and record laps produced.
- Maintains cleanliness and lubrication of machine.

146. **Security Corporal** - Level 7

- . Monitors the performance of the Security Guards.
- May be required to carry out the duties of a security guard.
- May be required to report on breaches of the code of conduct.

- May be required to provide written reports.
  - May be required to sign cards.
147. **Security Guard** - Level 5
- . Checks goods and personnel entering and leaving the premises as directed.
    - May be required to carry out fire fighting duties.
    - May be required to carry out internal/external patrol duties.
    - May be required to clock personnel cards.
    - May be required to keep records of observations.
148. **Security Sergeant** - level 9
- . Organises and controls the shift security guards. Required to provide written reports.
    - May be required to issue vehicle gate passes.
    - May be required to report and action breaches of the code of conduct.
    - May also be required to patrol the premises.
    - May be required to sign time cards
149. **Senior Computer Operator** - Level 12
- . Controls and directs subordinates.
    - Responsible for the stores, hardware and housekeeping of the department.
    - May be required to carry out the duties of a computer operator.
150. **Senior Lab Controller (Includes Texturising Quality Controller)** - Level 14
- . Supervises the work performed by lab controller, collating and analysing data and reporting to Senior Management.
151. **Senior Mechanic** - Level 14
- . Controls the total repair and maintenance of machinery in a comprehensive department.
    - Plans and controls all aspects of the operation of a machine and its maintenance.
 Experienced in all aspects of machine operation and maintenance.
    - May be responsible for planning, control of operations.
152. **Senior Messenger** - Level 5
- . Organises and controls the work of subordinate messengers.
153. **Sewing Machinist I** - Level 4
- . Operates a sewing machine for the following operations; straight seaming, zigzag stitching, hemming, darts, side-seams, joining sleeves/shoulder/cuffs/trims/binding/hemming/whipping of blankets, overlocking/cup-seaming/elasticating in fine-gauge hosiery, bag-/or sack-darning and make-up, and pom-pom machine operating.
154. **Sewing Machinist II (Includes Embroidery Machinist and Auto Sewer Machine Operator and Semikon Machine Operator)** - Level 5
- . Operates a sewing machine for preparation of cut-and-sew collars, attaching cuffs and waist-bands, tubular hemming, attaching collars and sleeves (over lock or special purpose machine), flossing or elasticating with guide attachments, blind stitching, binding with folder attachment, single or multi-needle tufting on straight work, and operating a multi-head automatic embroidery machine.
155. **Sewing Machinist III** - Level 6
- . Operates a sewing-machine for attaching collars and zips, top-stop stitching, boxing fronts and pleats, inserting sleeves and cuffs, attaching stoles, fancy flossing and elasticating (unguided), single or multi-needle tufting on fancy work, cup seaming on garments.
156. **Shift Controller** - Level 14
- . Controls the total shift operations of a comprehensive department or a specialised process, including the organisation and control of all subordinate staff; planning and co-ordinating shift-management operations, dealing with non-routine matters and close liaison with other departments at senior level.

May include-

- (i) Requisition of materials/goods/components for production process, their quality, availability, and prompt delivery,
- (ii) Process control, data of orders passing through section/department,
- (iii) Analysis of production during shift for hand-over to next shift controller,
- (iv) Recording of production delays and maintenance requirements,
- (v) May include carrying duties of subordinates.

157. **Singeing Machine Operator** - Level 5

- . Sets and processes fabric through singeing machine according to specification.
  - Required to clean machine and area.
  - Required to load and unload machine.
  - Required to record/report cloth faults, (e.g. grease marks etc.).
  - May be required to make up, de-size chemical tanks.

158. **Sizing Assistant** - Level 4

- . Carries out the instructions of a sizing machine operator.

159. **Sizing Machine Operator (Includes Polishing Machine Operator)** - Level 6

- . Operates a sizing machine and is responsible for loading of correct back beans, setting up the yarn through the machine, inserting the bursting rods, correct laying of the threads in the comb and correct setting of the weavers beam width.

160. **Slasher** - Level 10

- . Supervises set-selection, creel-loading, size-mixing, sizing machine operations and quality-control.
  - Should be experienced in and familiar with all aspects of warp-sizing of all available yarns and sizing chemicals, and with every aspect of and discipline connected with the corresponding machine.

161. **Slider Attacher** - Level 2

- . Manually inserts sliders onto zips using a jig.

162. **Slitting Machine Operator** - Level 4

- . Sets, operates and monitors slitting machine as required.
  - May be required to record production data.

163. **Software Operator** - Level 11

- . Enters data into programmes on a computer (e.g. Spreadsheets, word processors, database, etc.) Is familiar with the software and is capable of formatting and printing reports as required. Required to load and back up programmes and format disks.
  - May be responsible for hardware housekeeping and stationery.
- . This category is not intended for secretaries whose main task is secretarial rather than computer related. It is intended for operators providing a specialist service to many users.

164. **Spinning Machine Operator** - Level 4

- . Operates high draft spinning machines. Includes flyer, ring, Open end (friction), (rotor, air jet) box frame, drawframe, retexturing machine, roving machine, sliver lap machine, ribbon lap machine, combing machine.
  - May be required to doff finished packages.
  - May be required to load feedstock.
  - May be required to clean and oil machines.

165. **Stamper machine Operator** - Level 3

- . Operates stamping machine to prepare cakes for further processing.
  - May move lint bales to bale breaker.
  - May be required to move fibre to and from machines.

- May be required to prepare bale breaker.
166. **Stenter Machine-End Operator (includes Carpet Re-roller Operator. Hot flue machine Operator) - Level 4**
- . Guides and controls material from end roller into or onto transportable device.
    - Required to watch for faults and monitor width, check dryness/temperature as material is processed and report or act accordingly.
    - May be required to record cloth piece data for production office information.
    - May be required to move batch or palate.
167. **Stenter Entry Operator**-Level 7
- . Sets up the machine and processes fabric to specifications.
    - May be required to make-up finishing tanks.
    - Required to monitor, record and report cloth faults and clean machine.
    - Is responsible for the stenter machine exit operator.
168. **Storeman** - Level 5
- . Issues and receives items against documents. Checks and signs for goods received against order and delivery notes. Keeps bin cards updated. Responsible for authorised access to stores.
    - Required to physically handle all items normally held in store and warehouses against documents previously prepared.
    - May issue Goods Received Vouches (GRV's).
    - May be required to supervise subordinates.
169. **Stores Supervisor** - Level 11
- . Supervises the day to day running of the store. Responsible for requisitioning of goods, monitoring, follow-up, advising on stocks order position and discrepancies.
    - Responsible for the stores security.
170. **Stores Supervisor (Internal Goods Control)** - Level 9
- . Supervises the-
    - Day to day running of the store by subordinates.
    - Requisitioning of goods.
    - Monitoring, follow-up, advising on stocks, order position and discrepancies.
    - Stores security.
171. **Stores Supervisor (Sales)** - Level 9
- . Supervise the-
    - Sale of goods at a pre-determined price.
    - Accounting of monies received.
    - Requisitioning of goods.
    - Monitoring, follow-up, advising on stocks order position and discrepancies.
    - Stores security.
172. **Supervisor I (Includes Leading Hand II if work not always subject to higher supervision)** - Level 11
- . Supervises the routine operations of a large section or department and/or complex processes, and is responsible for organising and controlling pre-set production and the work of the subordinates within the section or department, this will include any clerical, packaging or despatch activities depending on the section or department. Higher supervision is available on the premises at all times should problems occur.
    - May include such activities as-
      - (i) supervising quality processes changes,
      - (ii) preparing end of shift production data,

- (iii) random checking weight and quality of packages,
- (iv) attending to minor labour problems, discipline, grievances etc. and reporting major difficulties to superiors,
- (v) collection and distribution of pay packets,
- (vi) simple machine maintenance, quality changes, reporting major faults to superiors,
- (vii) checking attendance, absenteeism, leave rosters,
- (viii) recording/reporting down time,
- (ix) quality, overtime, or bonus payments for subordinate staff,
- (x) maintaining production control records.

173. **Supervisor II** - Level 12

As with Supervisor I except that higher Supervision is not always available on the premises.

174. **Tearing Machine Operator** - (includes flock machine operator and recycling machine Operator) - Level 4

- . Operates machine for reducing textile waste into a finer form for further processing.
  - Required to ensure that 'mix' does not contain threads which are too long and which would block machine and produce a poor product.
  - May lubricate machine as required and check effective operation of machine by ensuring components are correctly set; report malfunction to superior and assist with stripping and re-assembly of parts if required.

175. **Telex Operator** - Level 7

- . Transmits and receives messages by telex.
  - Required to record, collate, file and forward copies to those concerned.
    - May be required to operate facsimile machine or switchboard.

176. **Tester I** - Level 3

- . Undertakes elementary testing of a routine or repetitive nature using simple recording instruments against quality standards on an "accept/not accept" basis.
  - May be required to record data and report irregularities.
  - May be required to collect data/samples.

177. **Tester II** - Level 7

- . Undertakes various standardised and routine physical, chemical or machine tests of products within the laboratory' under guidance of senior staff.
  - Required to record data and report irregularities.
  - May be required to set up equipment for tests; may weigh, measure, mix, filter or otherwise prepare materials.
  - May be required to maintain the cleanliness of the laboratory.

178. **Textile Mechanic Class I** - Level 9

- . Sets, adjust and undertakes running repairs to textile machinery including diagnosis of machine faults, interpretation and setting of pattern or quality requirements, adjustments and setting to principal motions, repair and replacement of parts, and supervises subordinate maintenance staff.
  - Performs the following functions under the general direction of a textile technician or senior mechanical controller-

**Spinning:**

Applicable to blowrooms, cards, drawframes, speedframes, conventional spinning and normal open end machines, comber.

**Weaving:**

Limited to non-cam/needle arrangements, or fully automatic hosiery-machines (fine-gauge hosiery).

**Dyehouse:**

All wet processing machinery.

**Make-up:**

Applicable to all sewing-machines and special-purpose sewing machines.

**Finishing:**

Raising and shearing machines.

**Texturising:**

Limited to setting gears, removing/replacing elementary components, setting and grinding magnets, and setting spindles, all under direct supervision.

- May diagnose product faults,
- May be required to supervise production operations.

179. **Textile Mechanic Class II** - Level 11

- . Performs the following functions under the direction of an employee in Class I, where no textile technician or senior mechanic/controller is available-

Spinning: applicable to all automatic spinning and automatic winding machinery.

Weaving: limited to plain and dobby looms only; includes knotting machines.

Knitting: limited to multiple-cam-selection machines without individual needle-selection mechanisms, or full jacquard machines not utilising individual needle-selection mechanisms, or half-hose produced on single cylinder and jacquard or double-cylinder (non-jacquard) machines, or fully fashioned machines producing non-cable stitch fabric, or warp-knitting machines, or net-making machines.

Texturising: applicable to all machines.

180. **Textile Mechanic Class III** (Format as Class II) - Level 12 (**Format as Class II**) - Level 12

- . An employee in Class II, where no textile technician or senior mechanic/controller is available, or an employee under the general direction of a textile technician, working as follows-

Weaving: all looms.

Knitting: all knitting machines.

181. **Tread Trimming Machine Operator** - Level 1

- . Operates a machine to trim excess or loose threads from garments and products.

- May be required to trim with scissors.

182. **Top Stop Machine Operator** - Level 3

- . Feeds zips into machine and operates footpedal to insert top stop.

183. **Tracer I** - Level 2

- . Traces designs from original pattern, as directed.

184. **Tracer II** - Level 4

- . Traces designs from original pattern, produces colour separation achieving adequate register as directed.

185. **Tracer III** - Level 7

- . Traces designs from original pattern, produces colour separation, achieving adequate register, produces designs modifications, responsible for subordinate tracers.

186. **Training Officer** - Level 15

- . Assesses and implements all the training needs of the company.

- May be responsible for-
  1. Training instructors including seconded personnel.
  2. Uses and upkeep of training equipment.
  3. Training consumable stores.
  4. Training expenditure.

5. Determining training requirements and priorities in accordance to regulations.
  6. Advising on manpower planning.
  7. Preparing job descriptions, performance appraisals and training programme forms.
  8. Determining methods and objectives.
  9. Instructor selection and training.
  10. Conducting sessions on training courses.
  11. Maintaining and submitting records and reports.
  12. Appraising students performance.
  13. Preparing work schedules for instructors.
187. **Transfer Printing Machine Operator** - Level 5
- . Sets, separates and monitors machine that transfers prints from paper onto open width fabric.
    - May be required to record production data.
188. **Trimmer (Hand)** - Level 1
- . Trims excess or loose threads from garment or products: ensures button-holes are open and will accept button size.
    - May be required to conduct cursory visual inspection for poor sewing.
    - May be required to place trimmed goods from shelves and pack as per instructions.
    - Required to maintain cleanliness of working area.
189. **Tufting Gun Operator** - Level 8
- . Tufts according to prepared or partially prepared design using hand held tufting gun.
    - Required to prepare base material on frame: dismantle frame on completion of tufting.
    - Applies latex and Hessian to back of rug.
    - May be required to cut pile.
190. **Tufting Machine Operator** - Level 5
- Monitors carpet production on tufting machine to required standards.
- Required to set up and operate loop and/or cut pile to specifications.
  - Maintains needles, loopers and knives as required.
191. **Typist** - Level 7
- . Types, files, photocopies, telexes, faxes, mails and distributes correspondence and documents.
    - May be required to use shorthand.
    - May be required to control petty cash.
192. **Unifil Operator** - Level 4
- . Supplies yarn onto the looms by replacing empty pins and yarn supply packages.
193. **Valve Machine Operator - Automatic** - Level 6
- . Rolls, cuts folds (butterfly) and conveys the sack onto the sewing machine for hemming automatically.
    - Non Automatic - Puts roll onto machine rolls the sack onto the cutting machine, folds the sack and cuts, sends the sack to sewing machinist for hemming.
194. **Valve Sackline Operators Assistant** - Level 4
- . Assists the Valve Machine Operator as required.
195. **Vehicle Mechanic I** - Level 8
- . Removes and replaces engines, transmissions, steering, brakes, clutch, suspension and components thereof under supervision.
196. **Vehicle Mechanic II** - Level 12



- . Undertakes fault diagnosis, rectification and tests, on engines, transmission, steering, brakes, clutch, suspensions and components thereof.
197. **Warp Knotting Machine Operator** - Level 5
- . Operates a warp knotting machine.
    - May be required to brush out new and old warp ends in preparation for knotting.
      - May be required to see that knots are woven through successfully.
198. **Warping Machine Operator (Includes Beam Warper)** - Level 5
- . Operates a headstock of a warping machine and the transfer of yarn from the packages to the beam or section of a beam.
    - Required to gather ends of yarn on packages and guides them through reed/comb as per specification: fasten ends to beam or reel: repair broken yarn and cut yarn when winding is complete.
    - May be required to load and doff beam.
    - May be required to fill creel.
199. **Warping Sidesman** - Level 3
- . Assists the warping machine operator by collecting beams, monitoring for broken ends and repairing them.
    - May be required to load new packages onto the warping creel and unload empty packages.
200. **Washing Range Operator** - Level 4
- . Sets, operates and monitors washing range as required.
    - May operate all or part of the range depending on range size.
    - May be required to record production data.
201. **Water Treatment Analyst** - Level 10
- . Ensures that there is safe and usable water for boilers, Dyehouse and compressors.
    - Required to test and analyse water samples for impurities and hardness using specified chemicals and instruments.
    - Gives instructions on chlorine dosages to subordinates.
    - Monitors stock levels of required chemicals.
    - Required to report malfunctions and major anomalies to superior.
    - Supervises subordinates.
202. **Water Treatment Attendant** - Level 6
- . Ensures the correct and efficient operation of the treatment plant.
    - Maintains the required treatment specifications at all times.
    - Prepares and applies required chlorine dosage as per instructions.
    - Required to maintain records.
    - Required to maintain cleanliness of work area.
203. **Wax Disc Maker** - Level 2
- . Makes wax discs as prescribed in the recipe.
204. **Weaver I (Includes warp knitting machine operator)** - Level 5
- . Weaves fabric on tappet looms utilising up to seven shafts repeat and/or containing up to 40 end per centimetre, and/or using less than three drop-boxes, or weaving tape, ribbon on needle- looms.
205. **Weaver II** - Level 6
- . Weaves fabric in excess of the limitations detailed in Weaver I, or weaving patterned fabric utilising dobby or jacquard designs containing up to 40 ends per centimetre, or plain looms with more than 7 shaft repeats or weaving pattern tapes, ribbon, on needle looms.
206. **Weaver III** - Level 7

- . Weaves fabric using dobby or jacquard and containing more than 40 ends per centimetre.
207. **Weighman** - Level 4
- . Weighs and/or records items as required.
    - May transport items to and from scale.
    - May be responsible for baling.
    - May ensure lubrication of baling press; reports malfunction to superior.
208. **Welding Operator I** - Level 5
- . Repairs and fabricates parts and structures of a simple nature.
    - Capable of-
      1. gauging;
      2. OA brazing;
      3. OA cutting (free hand & circle);
      4. OA welding (light-gauge);
      5. arc-welding (elementary);
      6. simple soldering (excluding - silver soldering).
    - Required to grind and drill.
209. **Welding Operator II** - Level 9
- . Repairs and fabricates parts and structures.
    - capable of-
      1. Interpreting technical drawings;
      2. Assembling jig work;
      3. Joining of dissimilar materials;
      4. Silver soldering and multipass welding;
      5. Welding for high pressure requirements.
210. **Winding Machine Operator (Includes re-winding, pin winder-fine spinning assembly winder, hanking operator)** - Level 4
- . Operates a winding machine which is used to transfer yam from one package to another.
    - May be required to hank-wind from cone onto hank-frame; may have to set hand-winder to meterage required, rather than weight.
    - May be required to clean and lubricate machinery and maintain cleanliness of area of machine.
211. **Woodworker I** - Level 5
- . Repairs and makes wooden structures of simple nature.
    - e.g. Simple lean-to-roofs.
    - Fixing of roof sheeting.
    - Crating for goods.
    - Box manufacture.
    - Simple desk, chairs, window/door frames.
    - Conversant with-
      - (i) glazing,
      - (ii) lock fitting,
      - (iii) lattice repair and manufacture,
      - (iv) varnishing.
212. **Woodworker II** - Level 10

- . Repairs, makes and fits complex wooden structures e.g. ceiling fittings; roof trusses; shuttering for concrete structures.
    - Required to interpret technical drawings.
213. **Work Study Clerk** - Level 9
- . Undertakes elementary work measurement and method study investigations as directed, e.g. machine efficiency checks, downtime, fault analysis of production and machinery.
214. **Work Study Officer** - Level 13
- . Undertakes work measurement and method study investigations. Evaluates results and advises on improvements. Required to provide analysis and reports. Directs and controls the work of Work Study Clerks.
215. **Workshop Machine Operator I** - level 9
- . Repairs and manufactures simple parts
    - Capable of operating-
      1. pedestal drilling machine;
      2. Shaping machine (simple work);
      3. Milling machine (basic key way cutting);
      4. Lathe - including mounting, positioning, centralising, basic operations.
    - Basic knowledge of tolerances required.
    - Able to read simple drawings.
216. **Workshop Machine Operator II** - Level 12
- Repairs and manufactures parts of a complex nature
- Capable of-
    1. precision grinding;
    2. operating milling machines(for all requirements);
    3. operating shaping machine - (V and dovetail slides, profiles, irregular shapes);
    4. operating Lathe machine (screw cutting and eccentrics).
  - Conversant with tolerances and interpreting technical drawings.
  - Capable of making up drawings of simple work.
217. **Zip Chain Operator** - Level 3
- . Sets, operates and monitors zip chain machine.
218. **Zip Coiling Machine Operator** - Level 3
- . Sets, operates and monitors zip coiling machine as required.
219. **Zip Joiner** - Level 2
- . Joins zips by feeding 2 halves through slider.

### **34. Application of the agreement**

(1) No employer or employee may waive the provisions of this agreement, whether or not the said provisions create a benefit to, or obligation upon the employer/employee concerned. Each provision shall create a right or obligation, as the case may be, independently of the existence of other provisions.

(2) In the event of any provisions of the agreement being inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of this agreement in the *Gazette*, under provisions of section 80 of the Act, this shall in no way affect the remainder of the agreement, which shall, in that event, constitute the agreement.

### **35. Summary of a copy of the agreement**

(1) Every employer shall exhibit a summary or copy of this agreement in a place easily accessible to every

employee.

(2) Every employer shall exhibit a statement, in the same place as the summary or copy of the agreement, recording the following particulars in respect of each class or group of employees in his or her establishment-

- (a) the number of ordinary hours per week; and
- (b) the number of normal working days per week; and
- (c) the weekly day off and weekly special day, if any, selected; and
- (d) the normal daily starting time and finishing time; and
- (e) the dates of the special days or days off, as the case may be, to be regarded as additional normal working days for the purposes of [clause 11 \(5\)](#).

(3) No person shall, without lawful cause, alter, deface, or cause to be removed, the copy of the agreement, save on the instructions of the employer.

### 36. Declaration

The employers and the employees, having arrived at the agreement set forth herein, the undersigned hereby declare that the forgoing is the agreement arrived at, and affix their signatures hereto.

Signed at Bulawayo this 22nd day of February, 2018.

B. MBEVE,  
Chairman.

A. MASENDA,  
Vice Chairman.

W. CHAREHWA,  
Council Secretary.

**First Schedule**  
**NATIONAL EMPLOYMENT COUNCIL FOR THE TEXTILE MANUFACTURING INDUSTRY**  
*(Clause 7)*

REGISTERED UNDER THE LABOUR ACT  
[CHAPTER 28.01]

From:

Name of Employer  
Address:

Telephone:  
Email Address:

To:

The Secretary,  
National Employment Council for the Textile Industry,  
P.O. Box 1028,  
Bulawayo,  
Tel: 09-78983; Fax: 09-73063  
Email Address: [nectextiles@gmail.com](mailto:nectextiles@gmail.com)

	Month	Year	Total
Return of contributions for			
Week ending			
	1		
	2		
	3		
	4		
	5		

NUMBER OF EMPLOYEES IN EACH GRADE/LEVEL

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Total number of employees subject to agreement:

Total employee deductions: \$  
 Employer contributions: \$  
 Total Amount: \$

Date: Signature of Employer:  
 Contact person (print name): Tel/Cell No. :

TO BE COMPLETED IN DUPLICATE

***It should be noted that all outstanding deductions and contributions not remitted to Council within the specified period shall be charged interest at the prescribed rate plus 3% in terms of clause 7 (3) & (4) of the Collective Bargaining Agreement for the Textile Industry.***

**Second Schedule  
 ZIMBABWE TEXTILE WORKERS UNION**

REGISTERED UNDER THE LABOUR ACT  
 [CHAPTER 28.01]

From:

Name of Employer  
 Address:

Telephone:

To:

The General Secretary,  
 Zimbabwe Textile Workers Union,  
 P.O. Box HR 10245,  
 Harare,

Total number of employees subject to agreement:

	Month	Year	Total
Return of contributions for			
Additional fees deducted for first time in respect of the current month:		\$	
Less deductions which have ceased during the current month (Provide the names and works numbers) or Provide a separate sheet:		\$	
Total remitted for the month of		\$	

NUMBER OF EMPLOYEES IN EACH GRADE/LEVEL

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Date: Signature of Employer:  
 Contact person (print name): Tel/Cell No. :

N.B. Please note that the remittance advice should be completed in duplicate and accompanied by a deposit slip/bank transfer or a cheque payment whichever the case may be.

**Third Schedule  
 ZIMBABWE TEXTILE MANUFACTURERS ASSOCIATION**

REGISTERED UNDER THE LABOUR ACT  
 [CHAPTER 28.01]

From:

Name of Employer  
 Address:

Telephone:

Email Address:

To:

The Secretary General,  
 Zimbabwe Textile Manufacturers Association,

c/o National Employment Council for the Textile Industry,  
P.O. Box 1028,  
Bulawayo.  
Tel: 09-78983; Fax 09-73063,  
Email Address [nectextiles@gmail.com](mailto:nectextiles@gmail.com)

	Month	Year	Total
Return of contributions/Levies for			
Total Wage Bill for the month of			\$
1% of Wage Bill			\$
Interest on Arrears			\$
Total Amount			\$

Date: \_\_\_\_\_ Signature of Employer  
Contact person (print name): \_\_\_\_\_ Tel/Cell No. : \_\_\_\_\_

***N.B. Please note that the remittance advice should be completed in duplicate and accompanied by a deposit slip/bank transfer or a cheque payment whichever the case may be.***

**Fourth Schedule  
RECORD OF SERVICE FOR AN EMPLOYEE IN THE TEXTILE INDUSTRY**

Date of commencement of service In the Textile Industry \_\_\_\_\_ Employers full name \_\_\_\_\_

by the employer

Name and signature of employer	Commencement of employment and promotions				Date of termination and signature of employer
	Date	Occupation	Grade	Wage	

Note that-This record of service must be handed to the employer on first appointment and will be returned to the employee on his or her retirement, resignation, discharge of termination of contract

**Fifth Schedule  
GRATUITIES  
(Clauses 8 and 31)**

<i>Length of Service Years</i>	<i>Percentage of Monthly Earnings</i>
4	20,00
5	20,25
6	20,50
7	20,75
8	21,00
9	21,25
10	21,50
11	21,75
12	22,00
13	22,25
14	22,50
15	22,75
16	23,00
17	23,25
18	23,50
19	23,75
20	24,00

21	24,25
22	24,50
23	24,75
24	25,00
25	25,25
26	25,50
27	25,75
28	26,00
29	26,25
30	26,50
31	26,75
32	27,00
33	27,25
34	27,50
35	27,75
36	28,00
37	28,25
38	28,50
39	28,75
40	29,00
41	29,25
42	29,50
43	29,75
44	30,00
45	30,25
46	30,50
47	30,75
48	31,00
49	31,25
50 and above	31,50

**S.I. No. 156 of 2018: Collective Bargaining Agreement: Food and Allied Industries (Meat, Fish, Poultry, Abattoir and Meat Processing Sector) Regulations\***

(Section 79)

IT is hereby notified that the Collective Bargaining Agreement set out in [the Schedule](#), which repeals the agreement published in Statutory Instrument 85 of 1998, has been registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

**Schedule**

NATIONAL EMPLOYMENT COUNCIL: FOOD AND ALLIED INDUSTRIES

COLLECTIVE BARGAINING AGREEMENT: MEAT, FISH, POULTRY, ABATTOIR, AND MEAT PROCESSING SECTOR

Made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*] between the Employers Association of the Meat, Fish, Poultry, Abattoir and Meat Processing (hereinafter referred to as the "employer" or "the employers association") of the one party and the Meat, Fish, Poultry, Abattoir and Meat Processing Workers Union (hereinafter referred to as "the employees" or "the trade union") of the other party, being parties to the National Employment Council, Food and Allied Industries (therein after referred to as "Council") to lay down certain conditions of service in the Meat, Fish, Poultry, Abattoir and Meat Processing Sector of the Food and Allied Industry of Zimbabwe.

Whereas in terms of section 79 of the Labour Act [*Chapter 28:01*] the National Employment Council: Food and Allied Industries has submitted to the Registrar for registration of a Collective Bargaining Agreement for the Food and Allied Industries (Meat, Fish, Poultry, Abattoir and Meat Processing Industry) of the council which has been duly registered:

Now, therefore, in terms of section 80 of the Labour Act [*Chapter 28:01*], the Minister of Public Service, Labour and Social Welfare hereby publishes the said collective bargaining agreement.

ARRANGEMENT OF SECTIONS

1. Title and period of operation.

<a href="#">2.</a>	Application.
<a href="#">3.</a>	Interpretation.
<a href="#">4.</a>	Grading and wages.
<a href="#">5.</a>	Hours of work: employees other than shift workers.
<a href="#">6.</a>	Hours of work: shift workers.
<a href="#">7.</a>	Hours of work: retail outlets.
<a href="#">8.</a>	Night shift allowance.
<a href="#">9.</a>	Short time working.
<a href="#">10.</a>	Conversion of rates.
<a href="#">11.</a>	Payment of overtime.
<a href="#">12.</a>	Deductions.
<a href="#">13.</a>	Payment of wages.
<a href="#">14.</a>	Piece work and task-work systems.
<a href="#">15.</a>	Incentive production schemes.
<a href="#">16.</a>	Special provisions: casual employees.
<a href="#">17.</a>	Subsistence allowance.
<a href="#">18.</a>	Allocations of staff rations.
<a href="#">19.</a>	Vacation leave.
<a href="#">20.</a>	Special leave.
<a href="#">21.</a>	Industrial holiday.
<a href="#">22.</a>	Sick leave.
<a href="#">23.</a>	Maternity Leave.
<a href="#">24.</a>	Contract of employment and notice period.
<a href="#">25.</a>	Continuous service.
<a href="#">26.</a>	Long service award.
<a href="#">27.</a>	Record of service.
<a href="#">28.</a>	Protective clothing.
<a href="#">29.</a>	Gratuities on termination of employment.
<a href="#">30.</a>	Copy of agreement and notice.
<a href="#">31.</a>	Registration of council levies.
<a href="#">32.</a>	Exemptions.
<a href="#">33.</a>	Administration.
<a href="#">34.</a>	Binding nature of collective bargaining agreement.
<a href="#">35.</a>	Declaration.
<a href="#">First Schedule</a>	Grades.
<a href="#">Second Schedule</a>	Wages and allowances.
<a href="#">Third Schedule</a>	Gratuities.
<a href="#">Fourth Schedule</a>	Long service awards.

## **Footnotes**

\* Please note that [S.I. No. 2 of 2019](#) which was published separately is to be read in conjunction with this Agreement.

## **1. Title and period of operation**

(1) These regulations may be cited as the Collective Bargaining Agreement for Food and Allied industries (Meat, Fish, Poultry, Abattoir and Meat Processing Sector).

(2) This agreement shall operate from the date of publication.

## **2. Application**

(1) This agreement shall apply to-

- (a) all employers in the Meat, Fish, Poultry, Abattoir and Meat Processing Industry; and
- (b) all employees including contract workers in the Meat, Fish, Poultry Abattoir and Meat Processing Industry except those whose jobs are not designated in the First Schedule.

(2) No employer or employee may waive any provision of this agreement, whether or not the said provision creates a benefit or an obligation on the employer or employee concerned. Each provision shall create a right or obligation, as the case maybe, independently of the existence of other provisions. In the event of any provision of this agreement being inoperative or *ultra vires*, the powers of the parties or the Act or regulations made hereunder, either before or after registration of this agreement under the provisions of the Act, this shall in no way affect the remainder of the agreement which shall in that event constitute the agreement.

## **3. Interpretation**

(1) In this agreement-



**"Act"** means the Labour Act [*Chapter 28:01*];

**"agreement"** means this agreement and any future agreements between the parties to this agreement which relates to employment in the meat, fish, poultry, abattoir and meat processing industry;

**"annual shut-down"** means a period of not less than fifteen working days, during which an establishment may suspend operations;

**"artisan"** means an employee who has been registered as an artisan or skilled worker class 1 by the Apprenticeship Board of the Ministry of Higher Education, Science and Technology Development in any one of its designated areas;

**"artisans work"** means work normally performed by an artisan as defined in the parent industry's agreement;

**"artisan aid"** means an unskilled employee who assists an artisan in the respective field;

**"artisan assistant"** means a skilled class employee who assists a journeyman or artisan in the respective field;

**"bag sealer"** means an employee who seals bags containing packed products;

**"band saw operator"** means an employee who operates a band saw;

**"bawl chopper or cutter operator"** means an employee who operates a bawl cutter machine to chop meat into smaller and finer pieces;

**"blockman"** means an employee who cuts meat into specialised cuts;

**"blood dryer operator"** means an employee who operates a blood dryer machine as per operational specifications;

**"bio-security attendant"** means an employee who maintains bio-security points;

**"boiler attendant"** means an employee who attends to and feeds the boiler;

**"bone and blood meal preparer"** means an employee who prepares bone and blood meal;

**"bone crusher operator"** means an employee who is engaged in crushing bones as per operational specifications;

**"brine injector operator"** means an employee who injects brine into meat products as per operational specifications;

**"cam wheat operator"** means an employee who operates a cam wheat machine to make/form pies;

**"can filling machine operator"** means an employee who fill scans with the respective products by operating the machine;

**"can seamer operator"** means an employee who operates a can seaming machine;

**"can seam inspector"** means an employee who inspects the can seams as per operational specifications;

**"cashier or till operator"** means an employee who receives, receipts and reconciles all incoming monies;

**"carcass divider or back splitter"** means an employee who divides carcasses into two sides;

**"carcass marker"** means an employee who records information on carcasses;

**"carcass sorter"** means an employee who sorts carcasses into various allocated grades and housing chillers;

**"carcass washer or cleaner"** means an employee who washes and cleans carcasses after the removal of offals;

**"carcass weigher"** means an employee who weighs and records carcass weights;

**"carcass trimmer"** means an employee who is engaged in the basic trimming of meat as instructed;

**"cash book clerk"** means an employee who banks and maintains the cash book;

**"casual employee"** means an employee whose engagement is for a period of not more than six weeks in any-four successive calendar months;

**"charge hand"** means an employee who assists a foreman or supervisor to obtain the desired results from employees in the engineering department;

**"checker"** means an employee who checks interiors of carcasses for cleanliness and complete evisceration;

**"chill tanker"** means an employee who loads and re-sites chilling tanks;

**"chill tank hanger"** means an employee who hangs chilled carcasses onto conveyer line and grades;

**"clamps remover"** means an employee who clamps and unclamps the wind pipe to ensure that the scalding

water does not affect the lungs of the carcasses;

**"cleat remover"** means an employee who removes cleats from the carcass;

**"cleaner"** means an employee who carries out general cleaning of factory utensils, floors and the general factory environment;

**"cash on delivery (C.O.D) van sales clerk"** means an employee who sells products and reconciles C.O.D.;

**"continuous service"** means subject to the provisions of section 25, the total period of an employee's unbroken service with an employer;

**"contract worker"** means an employee who is engaged for a specific period or task and whose employment may be renewable at the end of the specified period;

**"cook"** means an employee who prepares and serves meals for employees and cleans kitchen utensils;

**"cooker or smoker"** means an employee who cooks and or smokes specified meat products as per specifications;

**"council"** means the National Employment Council: Food and Allied Industries;

**"counter"** means an employee who counts livestock (using a counting machine) prior to bleeding;

**"counter sales clerk"** means an employee who directly takes orders and attends to calling customers;

**"creditors clerk"** means an employee who enters and maintains and reconciles information related to purchases or creditors;

**"cropper"** means an employee who removes crops from poultry carcasses;

**"curing cellar attendant"** means an employee who puts cured products into the machine as per operational specifications;

**"data capture operator"** means an employee who enters relevant data or information such as orders, accounts receivable etc., into the computer via on-line terminal;

**"deli assistant"** means an employee responsible for serving customers at the deli;

**"deboner"** means an employee who removes meat from bones as per operational specifications;

**"debtors clerk"** means an employee who enters, maintains and reconciles information related to debtors;

**"de-gutter"** means an employee who removes both edible and non-edible offal's from the carcasses;

**"de-rinder machine operator"** means an employee who operates and cleans the de-rinder machine;

**"dicer operator"** means an employee who operates a dicer for cubing meat pieces;

**"dispatch orders clerk"** means an employee who co-ordinates the assembling, packing and labeling of orders for the respective routes;

**"dispatch checker"** means an employee who checks the orders being dispatched to ensure that the invoice agrees with the physical stock or goods;

**"driver"** means an employee who is engaged to drive company vehicles;

**"driver's assistant"** means an employee who assists the driver to deliver products to customers;

**"egg glazer"** means an employee responsible for putting liquid egg spray on pies;

**"electric bone saw operator"** means an employee who operates an electric bone saw as per operational specifications;

**"employee"** means a person employed in the industry for whom wages or salaries are prescribed in this agreement;

**"essential service"** means any work which must necessarily be performed if danger to the health or safety of the public or of interference with the carrying on of any industry, business or undertaking is to be avoided;

**"establishment"** means any place at which the employer engages an employee to perform work;

**"emergency work"** means work which must be performed immediately in order to prevent harm to the plant, perishable property or the employees, or persons within the environment or property and work required due to breakdown of plant or equipment;

**"evaporator operator"** means an employee who operates an evaporator as per operational specifications;

**"export clerk"** means an employee who is engaged in shipping and customs clearing and all other matters pertaining to import and export of goods;

**"filler machine operator"** means an employee who sets, programmes and monitors the function and performance of the filler machine as per operational specifications;

**"filing clerk"** means an employee who files invoices and documents;

**"filleter"** means an employee who separates fillet from the carcass;

**"forklift driver"** means an employee who is engaged to drive and operate a forklift;

**"freezer attendant"** means an employee engaged in loading and packing of cold stores items;

**"freezer clerk"** means an employee who maintains a record of the freezer stocks;

**"general accounts clerk"** means an employee who does month-end journals other than debtors and creditors work;

**"general hand"** means an employee who performs any work not specified in the First Schedule;

**"general secretary"** means the secretary of the council appointed in terms of its constitution;

**"giblet chiller"** means an employee who places giblets into the chilling tank;

**"gizzard remover"** means an employee who removes gizzards from poultry carcasses and cleans them;

**"hanger"** means an employee who hangs live birds onto the conveyor line;

**"halaal observer"** means an employee who observes compliance for halaal certification;

**"heat sealing machine operator"** means an employee who operates a heat sealing machine;

**"hides treater"** means an employee who trims and salts hides;

**"hock cutter"** means an employee who cuts the locks of poultry carcasses;

**"hoist machine operator"** means an employee who operates a hoist machine as per specification or manual;

**"ingest extractor"** means an employee who loads and offloads ingest as instructed;

**"ingredients mixer"** means an employee who mixes spices or ingredients as per processing specifications;

**"invoice clerk"** means an employee who writes and issues invoices for accounting and C.O.D customers;

**"internal security guard"** means an employee who is tasked to guard and protect company premises and assets;

**"issuing or receiving clerk"** means an employee who receives and issues out goods to or from customers;

**"kitchen attendant orderly"** means an employee who works in a kitchen making teas, cleaning and assisting the cook in the preparation of meals;

**"laboratory assistant"** means an employee who assists a laboratory technician;

**"labelling or packing machine operator"** means an employee who operates a labelling machine;

**"labeller"** means an employee who labels products as per operational specifications;

**"lard dripping maker"** means an employee who is engaged in the making of lard and dripping;

**"laundry hand"** means an employee who washes, dries and irons uniforms as required;

**"laundry machine operator"** means an employee who is engaged in the washing of uniforms;

**"leading hand or foreman"** means an employee who is given responsibility to lead a team of workers in a section;

**"livestock receiving clerk"** means an employee who carries out clerical work pertaining to receiving of animals or livestock in an abattoir;

**"livestock slaper"** means an employee who slaps the correct serial numbers on incoming livestock;

**"livestock eviscerator"** means an employee who works on the eviscerator line;

**"loader or offloader"** means an employee who loads and offloads products and carries out other duties as assigned;

**"maintenance administration clerk"** means an employee who assembles orders or delivery notes and invoices sets prior to allocation, and keeps records of staff attendants and capital works expenditure;

**"maintenance assistant"** means an employee, other than a journeyman's senior assistant, who assists a journeyman, and who, without doing a journeyman's work, may perform simple routine and respective maintenance tasks on plant and machinery, and components thereof, including such work as lubrication, loosening and tightening of bolts, drilling holes in materials by hand or power driven machine, tapping holes and

screwing bolts, which tasks always be under the general supervision of journeyman;

**"maintenance hand"** means an employee who carries out minor repairs to buildings and equipment;

**"maintenance stores clerk"** means an employee who does engineering and maintenance stores clerical work pertaining to buying, receiving and issuing of maintenance parts or materials;

**"meat curer"** means an employee who treats meat products as per specifications;

**"Meat, Fish, Poultry, Abattoir and Meat Processing Industry"** means the industry in which a business is associated with the slaughter of livestock, preparation, processing, preservation, retail and wholesale distribution of meat, fish and poultry products, including the tinning or cooking of the foregoing but excluding sun drying fish;

**"merchandiser"** means an employee who merchandises company products;

**"messenger"** means an employee engaged wholly or substantially in any or all of the following duties: delivering or conveying letters, parcels, goods or messages on foot or by means of a bicycle, tricycle or motor-bike, moving cash as required, operating a photocopier, binding machine, scanning machine or a folding machine;

**"mincing machine operator"** (manual) means an employee who operates the meat mincing machine;

**"mincing machine operator"** (heavy duty/electric) means an employee who operates the meat mincing machine;

**"multivac machine operator"** means an employee who operates a multivac machine as per specification;

**"night shift"** means a shift the hours of which fall between 6 p.m. and 6 a.m.;

**"nurse aid"** means an employee who assists a qualified nurse in the treatment of sick employees in the workplace;

**"neck cutter"** means an employee who removes necks from carcasses;

**"neck slitter"** means an employee who slits the neck poultry carcasses;

**"offal cleaner"** means an employee who cleans offal manually;

**"offal cleaning machine operator"** means an employee who cleans offal using a machine;

**"offal separator or trimmer"** means an employee who sorts, separates and trims edible offal as per specifications;

**"office orderly"** means an employee who cleans the offices, does messenger work and various errands in the offices as required;

**"order assembler"** means an employee who co-ordinates the assembling, packing, labeling and consignment of customer orders be they internal or external;

**"packer and wrapper"** means an employee who wraps and packs processed meat and meat products as per operational specifications;

**"pastry roller"** means an employee who rolls pastry to the required thickness and quantity;

**"personnel clerk"** means an employee who maintains all personnel records;

**"personnel assistant"** means an employee who assists the personnel officer in handling all human resources related work;

**"pest control attendant"** means an employee who fumigates, checks or monitors traps and records the results regularly;

**"pie making machine operator"** means an employee who operates the pie making machine;

**"piemeat or pastry divider"** means an employee who divides pie meat and pastry into the required shape and sizes;

**"pie oven operator"** means an employee who operates the pie oven;

**"pie wrapper"** means an employee who wraps pies as instructed;

**"pie wrapping machine operator"** means an employee who operates a pie wrapping machine as per its operational specifications;

**"piece work"** means any system of employment by which earnings are calculated wholly on the quantity or output of work done or a fixed piece rate for each unit produced, irrespective of the time spend on such work;

**"pig scrapper or poultry scalding or fish scrapper"** means an employee who is engaged in the removing and scrapping of furs, feathers or scales on carcasses;

**"pinner"** means an employee who removes pin feathers from poultry carcasses;

**"plant operator"** means an employee who works in a plant room to monitor refrigeration temperatures and reports any faults;

**"portion weigher"** means an employee who weighs poultry portion products;

**"poultry grader"** means an employee who grades poultry into their special grades;

**"prime product"** means any edible product that is not a byproduct;

**"production clerk"** means an employee who records and maintains production documents;

**"quality checker"** means an employee who checks products during processing to ensure compliance;

**"quality control clerk"** means an employee who records product specification information;

**"quality inspector"** means an employee who inspects, checks and monitors compliance up to standard;

**"receptionist"** means an employee who mans the switchboard and attends to visitors;

**"reconciliation clerk"** means an employee who balances and reconciles products/cash/stock figures;

**"restrainer or drover"** means an employee who drives livestock to the stunner;

**"retail outlets"** means an outlet whose activity is complimentary or ancillary to the principal activity of meat, fish, poultry, abattoir and meat processing industry of Zimbabwe;

**"retort operator"** means an employee who sterilises cans by using retorts;

**"retort loader, off loader and stacker"** means an employee who loads and unloads retorts and stacking cans as per specification;

**"sales representative"** means an employee who ensures an effective company customer-relationship by making regular calls to customers in designated areas;

**"sanitation attendant"** means an employee who is engaged in sanitation work as per operational specifications;

**"sausage casing preparer"** means an employee who spools log casings for sausages;

**"sausage twister"** means an employee who twists sausages as per specifications;

**"sausage roll maker"** means an employee who prepares sausage rolls as per specifications;

**"scalding tank operator"** means an employee who operates and attends to a scalding tank to ensure proper scalding of carcasses;

**"security supervisor"** means an employee who supervises security guards;

**"secretary"** means an employee who performs secretarial duties of typing correspondence, filing and engaged in all confidential office administration work;

**"shop assistant"** means an employee, other than a stall-attendant, employed in or about a shop, who is wholly or substantially engaged in attending to customers in an establishment, excluding taking money and giving change, or issuing sales documents, which may include the display of goods and keeping and controlling stock;

**"shop supervisor"** means an employee who is specifically charged with the responsibility of sales, the safe custody of stock and the conduct of business with the public within any demarcated section or sections of the premises, or in respect of any specific class or classes of merchandise in the establishment, and who is, in addition, placed in full or partial supervisory control of at least three shop salesmen, employed in such section or sections, or in connection;

**"shrink wrap machine operator"** means an employee who operates a shrink wrap machine as per operational specifications;

**"skinning machine operator"** is an employee who operates the skinning machine as per manual or specification;

**"skinner or flayer"** means an employee who removes skin from carcasses in an abattoir using a knife or blade;

**"spiral freezer operator"** means an employee who operates a spiral freezer machine as per manual or specification;

**"slicing machine operator"** means an employee who slices processed meats as per operational specifications;

**"sticker or bleeder"** means an employee who bleeds carcasses during the slaughtering process;

**"stock controller"** means an employee who is responsible for stock in a particular stock location and ensures proper reconciliation of stocks;

**"stores assistant"** means an employee who is assigned to perform stores duties in a warehouse;

**"stores control clerk"** means an employee who does clerical work pertaining to physical receipt of stores items, inwards and outwards and their appropriate storage;

**"stores controller or supervisor"** means an employee who is responsible for supervising the issuing, receiving, transfers, reconciliation, recording and stock control;

**"sump attendant"** means an employee who monitors the efficiency of the sump;

**"strapping machine operator"** means an employee who secure boxes of packed products by strapping;

**"stunner"** means an employee who electrocutes or uses a stun gun or de-oxygenates in the slaughtering process of livestock or fish;

**"supervisor"** means an employee employed in a supervisory capacity to oversee the activities of others;

**"tallow renderer"** means an employee who renders tallow as per instruction;

**"task-work"** means a stated task with a deadline and defined period which is set by an employer for an employee and which has to be completed as a condition of earning a wage;

**"tea-maker"** means an employee who makes tea or prepares any other beverage within the scope of his or her work;

**"tervopham operator"** means an employee who operates a tervopham machine for packing pies;

**"townsend peel operator"** means an employee who operates a townsend machine for the purposes of peeling sausages;

**"uniform presser"** mean an employee who presses uniforms;

**"uniforms repairer"** means an employee who repairs uniforms;

**"vacuum sealing machine operator"** means an employee who operates, sets and monitors the machine;

**"van sales assistant"** means an employee who assists the van salesman;

**"van salesman"** means an employee who sells company products in designated areas and promotes a positive company image;

**"vent cutter"** mean an employee who removes the vents from poultry carcasses;

**"vienna skin remover"** means an employee who removes vienna skins;

**"wages or salaries clerk"** means an employee who does the payroll and any payroll related administration work;

**"weigher or recorder"** means an employee who weighs and keeps weight records of stocks;

**"working day"** means any day between Monday and Saturday except public holidays.

#### **4. Grading and wages**

(1) Every employer shall place each employee in a grade listed in the First Schedule appropriate to his or her occupation, and shall pay a wage to such employee of at least the amount prescribed for the employee's grade in the Second Schedule and no employee shall accept a wage or salary amounting to less than that amount.

(2) An employee who at the date of commencement of these regulations, is in receipt of a higher wage for his or her particular occupation than the wage prescribed in terms of this section shall not, by reason of these regulations, suffer any reduction in his or her wage.

(3) On promotion to a higher grade an employee shall be paid not less than-

(a) the wage which he or she last received prior to his or her promotion; or

(b) the minimum wage prescribed for his or her occupation in such grade; whichever is the greater.

(4) An employee who is required to perform work in a lower grade than that in which he or she is normally employed shall be paid the wage applicable to the grade of work which he or she normally performs.

(5) An employee who is required to perform work in a higher grade than that in which he or she is normally employed shall be paid the wage applicable to such higher grade for all hours or part thereof spent working in the higher grade.

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

(a) the employer shall provisionally place the employee in a grade; and

(b) the employer or employee shall notify the NEC; and

- (c) the NEC after consultation with the Grading Committee shall determine an interim classification of the operation, which shall be subject to ratification by the NEC at its next sectorial meeting:

Provided that if the interim classification by the Grading Committee or the final classification by the NEC places the employee in a grade-

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

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

Provided that this subsection shall not apply to any time not worked during a period of short time as provided in section 9.

## **5. Hours of work: employees other than shift workers**

(1) The ordinary hours of work for employees other than shift workers and internal security guard shall not exceed 42.5 hours per week:

Provided that the ordinary hours of work per day shall not exceed eight and half hours.

(2) The ordinary hours of work for internal security guard shall not exceed 42 hours per week:

Provided that the ordinary hours of work shall not exceed ten hours in any period of 24 hours.

(3) An employer may request in the normal manner of communication, but shall not compel an employee to work overtime, and shall, whenever possible, give 24 hours notice to such employee of such request:

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

(4) No employer shall permit any employee, other than an internal security guard, to work more than 50.5 hours, ordinary time and overtime included in anyone week, except in the case of emergency work.

(5) Every employee shall receive two days off duty in each week that is Saturday and Sunday.

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

(7) No employer shall permit an employee to work more than five hours without a break of at least thirty minutes:

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

(8) The employer shall provide each worker with free tea during break time and a free meal benefit during lunch.

## **6. Hours of work: shift workers**

(1) The provisions of section 5 (3), (4), (5), and (6) shall apply to shift workers.

(2) The ordinary hours of work for shift workers shall not exceed 42.5 hours per week:

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

(3) No employer shall permit a shift worker to work for a continuous period of more than five hours without a break of at least fifteen minutes.

(4) The employer shall provide each shift worker with free tea or beverage during break time and a free meal during the prescribed fifteen-minute break.

(5) No employee shall be required to work two shifts in one day, except for the purpose of shifts handover or

in a case of emergency work, and no employee shall commence work on the new shift until at least twenty-four hours have elapsed after the completion of his or her or previous shift.

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

(7) Shift worker who is changed from night shift to day shift shall be placed on a day shift for a period at least equal to the period that he or she was on night shift, unless he or she otherwise agrees.

## **7. Hours of work: retail outlets**

(1) Notwithstanding section 5 (1), the ordinary hours of work for retail outlets workers shall not exceed forty seven hours per week provided that the ordinary hours of work shall not exceed eight and half hours per day.

(2) Notwithstanding section 6, every employee shall receive one and a half off duty days in each week i.e. half day on Saturday and full day on Sunday.

## **8. Night shift allowance**

An employee working on night shift shall be paid not less than the prevailing night shift rate.

## **9. Short time working**

(1) No employer shall place all or some of his or her employees on short time working without the prior agreement of Works Council, who may approve that the employees be placed on short-time working for a period of not more than twelve months. The Works Council should be satisfied that-

- (a) it is economically necessary for the establishment to work short-time; and
- (b) the establishment will be able to resume normal working hours within the foreseeable future; and
- (c) it would not be in the interests of the employees to be discharged,

such agreement shall be sent to the NEC for endorsement within two weeks of receipt of the agreement.

(2) Notwithstanding the provisions of section 24, the employee may, at any time during the week's notice referred to in subsection 2, give his or her employer notice of termination of his or her employment as from the time short time working is to start.

(3) During a period of short time working an employee shall be paid for not less than the hours worked by him or her:

Provided that no employee shall receive less than seventy-five per centum of his or her current monthly wage in the first six months and 60% for the remainder of the year.

(4) Authority issued under the provisions of subsection 1 shall state-

- (a) the name and address of the employer; and
- (b) the grade or grades of employees affected,

and the employer shall inform the NEC in writing upon resumption of normal hours of work.

(5) An employer shall give his or her employees at least one working day's notice of resumption of normal hours of work.

(6) In the event of a works council disagreement the matter maybe referred to the NEC exemption committee.

## **10. Conversion of rates**

(1) For the purpose of converting a monthly wage to-

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



## 11. Payment of overtime

(1) An employer shall pay for overtime in excess of thirty minutes in any one week-

- (a) during the first eight hours at one and half times the current hourly rate of the employee; and
- (b) thereafter at double the current hourly rate of the employee.

(2) Notwithstanding the provisions of subsection 1, the employer shall pay for overtime on a day-off and weekends at double the current hourly rate.

(3) Notwithstanding the provisions of subsection 1, and in addition to the payment prescribed in section 21 (2), the employer shall pay for overtime on an Industrial holiday at double the hourly rate.

## 12. Deductions

(1) Subject to the provisions of [subsection \(2\)](#), no deductions or set off against any deductions shall be made or allowed from any remuneration, other than a bonus due to an employee, except-

- (a) where an employee is late for work in anyone working day in excess of 15 minutes, the employer shall deduct the equivalent pay for the time, unless the time is compensated for; or
- (b) where an employee is absent without leave from work on days other than paid holidays or vacation leave, a *pro rata* amount of wage only for the period of such absence; or
- (c) by written stop order for contributions to insurance, medical aid or pension funds; or any other stop order facility; or
- (d) any amount which the employer is compelled by law or legal process to pay on behalf of an employee; or
- (e) where a levy is raised on the employer for fuel consumed by an employee housed in a hostel, irrespective of whether the levy is raised as a separate item or as an element in a composite rent, an amount not exceeding twenty five percent per month; or
- (f) by written authority of the employee for payment of union dues to a registered trade union; or
- (g) deductions in terms of section 28 (3); or
- (h) by written authority of the employee, for repayment of amounts due to the employer:

Provided that a deduction from the wage of an employee in respect of money lent or cash advanced by the employer shall not exceed twenty five *per centum* of the gross wage of the employee.

(2) At termination of employment, any balance owing to the employer in respect of cash advanced or money lent may be deducted from the gross remuneration due to such employee.

## 13. Payment of wages

(1) Every employer shall pay all remuneration, including wages, overtime, bonuses and allowance weekly, fortnightly or monthly, as the case may be, on the due date.

(2) When the services of an employee are terminated, payment of all remuneration due shall be made within one month of the termination of service.

(3) All remuneration shall be paid either in cash, by cheque or through bank and shall be accompanied by a written statement, showing the following-

- (a) the name and grade of the employee; and
- (b) the wage rate; and
- (c) the total number of hours worked; and
- (d) the amount of overtime; and
- (e) bonus and allowance; and
- (f) deductions for the absence without leave, or other deductions permitted in terms of section 12; and
- (g) the net amount received by the employee; and
- (h) the period for which payment is made.

(4) Notwithstanding the provisions of [subsection \(3\)](#) council may on application by an employer, authorise

such employer to use some other means of informing his or her employees of the make-up of remuneration.

#### **14. Piece work and task work systems**

No employer shall give out, and no employee shall perform work on a piece-work basis; or task-work basis.

#### **15. Incentive production schemes**

(1) Notwithstanding the provisions of section 14, an employer may operate an incentive production scheme whereby the remuneration of the employee in excess of the minimum wage and payment for overtime, if any, maybe determined by the employer.

(2) If the council agrees on an incentive production scheme the provision of section 4 which provide for increased wages for continuous service shall not apply to those employees engaged in such scheme.

#### **16. Special provisions: casual employees**

(1) The provisions of sections 24, 26 and 29 shall not apply to casual employees.

(2) An employer shall pay a casual employee the equivalent of at least double the amount prescribed in the First Schedule for the occupation in which he or she is employed.

(3) The period of notice to be given to casual employee is as per Labour Act [*Chapter 28:01*].

#### **17. Subsistence allowance**

(1) An employee who is required to work at a place far from his or her usual place of work as to necessitate his or her sleeping away from home, shall be conveyed to and from such place at the expense of the employer, and shall be paid, in addition to his or her wages for the time during which he or she is away from home-

- (a) all necessary proved travelling and subsistence expenses;
- (b) when the employer is not providing, the following shall apply-
  - (i) accommodation,
  - (ii) breakfast,
  - (iii) lunch,
  - (iv) dinner,
  - (v) incidentals,

the rates shall be determined by the current collective bargaining agreement as per Second Schedule. This provision shall apply to those employees who by the nature of their duties will be forced to fore-go lunch.

(2) Every employer in the industry is required to provide a transport and housing allowance as per Second Schedule; unless the employer-

- (a) provides transport for their employees to and from work shall be exempted from paying the transport allowance;
- (b) provides housing within two kilometres of the environs of the company operations shall be exempted from paying transport allowance;
- (c) provides housing shall be exempted from paying housing allowance.

#### **18. Allocations of staff rations**

All employees in the Industry are to be given a monthly allocation of five kilograms of any edible product from an establishment composed of at least two kilograms prime product with the remaining three kilograms being made up of any other by-products as agreed at works council.

#### **19. Vacation leave**

(1) Leave shall be treated as per Labour Act [*Chapter 28:01*] save for vacation leave days which shall accrue

at the rate of twenty-two working days per annum at the maximum accrual ninety days:

Provided that where undue hardship would be caused to the employer-

- (a) the employee shall be entitled to proceed on vacation leave within nine weeks of his or her application therefore; or
- (b) where an establishment has an annual shut down, employees may be required to take their vacation leave during shutdown.

(2) An employee proceeding on vacation shall, on request, receive his current wages for the period of such leave prior to his or her going on leave.

(3) An employee who has accumulated vacation leave may, with the consent of the employer, elect to be paid his or her wages for any vacation leave or portion of any vacation leave, in addition to his or her current wages in place of proceeding on such leave.

(4) An employee whose employment is terminated for any cause whatsoever shall be paid the cash equivalent to any leave accumulated.

(5) Any period of leave taken by an employee in terms of this section, or any additional leave granted by the employer, whether paid or unpaid, or any sick leave in terms of section 22, shall not be counted for the purpose of calculating further leave.

(6) If an establishment observes a holiday or an industrial holiday other than an annual shut down, the holiday or industrial holiday shall not be offset against the accumulation of vacation leave of an employee.

## **20. Special leave**

Special leave on full pay not exceeding 12 days in a calendar year shall be granted by an employer to an employee-

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

## **21. Industrial holiday**

(1) All days declared in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*], as public holidays shall be industrial holidays.

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

(3) An employer may require an employee to work on any industrial holiday, in which case he or she shall be paid at double the hourly rate in respect of time worked.

(4) An employer who may require an employee to work on an industrial holiday shall be obliged to provide transport or monetary equivalent to ferry the employee to and from his or her place of work.

(5) Subject to the provision of subsection 4, an employee residing within a 2-km radius from his place of work will not be eligible for any form of transport assistance or any monetary transport allowance.

## **22. Sick leave**

(1) If an employee, whilst at work, claims to be unfit for work owing to sickness or accident, the employer shall grant to the employee such facilities as may be necessary to enable such employee to be examined by a medical practitioner.

(2) Upon being medically examined, an employee shall obtain a medical certificate stating-

- (a) whether or not he or she is fit for work; and
- (b) if he or she is not fit for work, the period for which he or she is likely to be unfit for work.

(3) If an employee has obtained from a medical practitioner a certificate stating that he or she is unfit for work, he or she shall be paid his or her wage by his or her employer whilst unfit for work, for the period stated by the medical practitioner, but not exceeding in aggregate, 180 days in anyone year of service at 90 calendar days full pay and 90 calendar days half pay.

(4) If an employee has obtained from a medical practitioner a certificate stating that he or she is unfit for work owing to sickness or sickness or accident for a period longer than that for which benefits are provided for in [subsection \(3\)](#), he or she shall be paid half his or her wage for a further period not exceeding the number of days for which he or she has been entitled to receive benefits in terms of [subsection \(3\)](#).

(5) The employer shall be entitled to terminate the contract of employment upon fulfilment of the provisions of [subsections \(3\)](#) and [\(4\)](#).

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

(7) An employer may at his or her discretion institute a medical aid scheme for his or her employees.

## **23. Maternity Leave**

(1) Unless more favourable conditions have otherwise been provided for, in any employment contract or in any enactment, maternity leave shall be granted in terms of this section for a period of 98 days on full pay to a female employee who has served for at least one year.

(2) A female employee who would have served less than one year shall be granted unpaid maternity leave.

(3) On production of a certificate signed by a registered practitioner or a state registered nurse certifying that she is pregnant, a female employee may proceed on maternity leave not earlier than the 45th day and not later than the 25th day prior to the expected date of delivery.

(4) A female employee shall be entitled to be granted a maximum of three periods of maternity leave with respect to her total service to any one employer during which she shall be paid her full salary or wage:

Provided that paid maternity leave shall be granted only once during any period of 24 months calculated from the day any previous maternity leave was granted.

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

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

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

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

(9) Any person who contravenes this section shall be guilty of unfair labour practice.

(10) Notwithstanding [subsections \(8\)](#) and [\(9\)](#) the grant of breaks during normal working time to a female employee for the purpose of nursing her child shall be made accordance with all the exigencies of her employment and nothing done to prevent any disruption of normal production processes or any interferences with the efficient running of any undertaking or industry shall be held to be in contravention of [subsection \(8\)](#).

(11) A female employee shall be entitled to the benefits of [subsection \(8\)](#) for the period during which she actually nurses her child or for a maximum of six months.

(12) A female employee shall not work on night shift for the period during which she actually nurses her child or six months whichever is lesser.

## **24. Contract of employment and notice period**

(1) An employer shall inform every employee, in writing, upon engagement, of the nature of his or her contract, including-

(a) his or her wage, pay interval, grade; and the terms of probation if any;

- (b) the period of time if limited to which the employee is engaged;
- (c) provision for accommodation;
- (d) the period of notice required to terminate the contract of employment;
- (e) terms of any employment code;
- (f) the hours of work, and method of pay calculation;
- (g) the details of any bonus or incentive production scheme in operation;
- (h) provisions for benefits during sickness;
- (i) provisions for vacation; and
- (j) name and address of the employer.

(2) Notice period shall be as provided for in the Labour Act [*Chapter 28:01*] section 12 (4):

Provided that where a month's notice has been agreed to, it shall run from the first day of the month following the date on which notice is given.

(3) Where an employee is housed in accommodation owned by the employer, and his or her contract of employment is terminated, he or she shall not be required to vacate his or her accommodation-

- (a) for a period of one month after serving notice in terms of the Labour Act [*Chapter 28:01*] section 12 (4);
- (b) for a period of one week if he or she does not serve the required period of notice.

(4) An employee may be engaged on probation for a period not exceeding three months.

(5) Notwithstanding the provisions of [subsection \(2\)](#), during a probationary period referred to in [subsection \(4\)](#), the period of notice to be given by either party to terminate the contract of employment shall be two weeks from the day of notice.

(6) Subject to the provisions of section 22 (5), no employer shall give notice of termination of contract whilst the employee is sick or incapacitated.

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

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

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

(10) Any contract of employment which is for stipulated period shall specify the date of commencement and the date of termination therefore, and no further notice to terminate the contract on due date shall be required from either party, except where termination of the contract is before the expiry date.

## **25. Continuous service**

(1) Continuous service shall be deemed to be broken only by the death, resignation, retirement, retrenchment or termination of employment on misconduct of the employee concerned.

(2) A period between discharge and re-engagement of less than four months, shall not be taken into consideration in calculating benefits in terms of sections 4, 18, 24 and 29, provided that the employer had not paid such terminal benefits.

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

Provided that, if such employee is paid by the previous owner a gratuity in terms of section 29 in respect of his or her service with that owner, the gratuity payable by the owner on the death, resignation, retirement or discharge of such employee may be reduced by the amount of the gratuity paid by the previous owner.

## **26. Long service award**

An employee who has completed five years and above of continuous service shall be paid a once off long service award upon completion of such service of an amount equivalent to the Fourth Schedule.

## **27. Record of service**

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

(2) The record of service supplied by the employer to the employee shall specify the period of service and the occupation in which he or she was employed.

## **28. Protective clothing**

(1) Every employer shall supply, free of charge, appropriate protective clothing to every employee who, in the course of his or her duties, is habitually exposed to inclement weather, or such protective clothing as is reasonably required for the occupation or operation in which the employee is engaged.

(2) Protective clothing issued in terms of section 28 (1) shall-

- (a) remain the property of the employer if he or she is responsible for mending, washing and otherwise maintaining such clothing; or
- (b) become the property of the employee after three months of continuous service if he or she is responsible for mending, washing and otherwise maintaining such clothing:

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

(3) Subject to the terms of [subsection \(2\)](#), an employee who unlawfully damages clothing supplied in terms of [subsection \(1\)](#) shall be liable for the cost of replacement, and the employer may recover such amount from any money due to the employee.

(4) Any employer who recovers the cost of replacement of clothing from an employee in terms of the [subsection \(3\)](#) shall make due allowance for fair wear and tear in the assessment of such costs.

## **29. Gratuities on termination of employment**

(1) An employee who has completed one or more years of continuous service shall, on the termination of such employment, irrespective of circumstance of such termination, be paid a gratuity of not less than the amount derived by multiplying the number of completed years of continuous service by the appropriate percentage as set in [subsection \(5\)](#).

(2) If an employee who has completed one or more years of continuous service dies before receiving a gratuity in terms of [subsection \(1\)](#), there shall be paid to his or her beneficiary the sum which the employee would have received if his or her contract of employment had terminated on the day of death.

(3) Notwithstanding the provisions of [subsections \(1\)](#) and [\(2\)](#), no gratuity shall be payable under this section if the employer has made provisions for a pension fund registered in terms of the Pension and Provident Fund Act [*Chapter 24:09*], and not less favourable than those prescribed in this section.

(4) Where the pension is less than the gratuity, the employer shall pay the pension plus the difference between the pension and the gratuity.

(5) The gratuity shall be calculated as per Third Schedule.

## **30. Copy of agreement and notice**

(1) Every employer shall exhibit a copy of these regulations and amendments there to in a place easily accessible to every employee.

(2) Every employer shall exhibit a notice showing the number of ordinary working hours per week or month and the normal daily times of starting and times of finishing work in his or her establishment for each class or group of employees, and the industrial holidays to be observed.

(3) No person shall, without lawful cause, alter, deface or remove, or cause to be altered, defaced or removed, the copy of the regulations save on the instruction of the employer when carrying out his or her responsibilities under [subsections \(1\)](#) and [\(2\)](#).

## **31. Registration of council levies**

(1) Every employer in the sector, at the time of coming into operation of this agreement shall, within one month of that date, unless it had already been done, notify the General Secretary of National Employment Council of

his full name, postal and physical address and a summary of the activities of the undertaking.

(2) All employers and employees engaged in the Meat, Fish, Poultry, Abattoir and Meat Processing Industry shall, from the date of publication of this agreement, pay levies to the council and employers shall deduct from the wage or salary of each of the said employees the appropriate levies as directed by the council from time to time.

(3) The levy to be paid shall be paid monthly in respect of all employees employed by the employer.

(4) The levy shall be paid by the employee and the employer at the rate set by the council from time to time:

Provided that-

- (i) no levy shall be payable where owing to short-time working or any other cause an employee's pay is reduced below seventy-five *per-centum* of his normal wage or salary, and
- (ii) no deduction shall be made in respect of an employee who is off sick for a period in excess of thirty days and not in respect of sick leave pay or a substitute payment, and
- (iii) deduction shall be made in advance from the leave pay paid to an employee prior to his or her commencing his or her leave.

(5) Each employer shall forward the total amount of the employee and employer's levies, to be received at the council's office not later than the fifteenth day of the month following that to which the levies relate.

(6) The provisions of this section shall also apply to contract employees.

### **32. Exemptions**

(1) The National Employment Council (NEC) Exemption Committee may, in its sole discretion, and upon considering the following-

- (a) the basis of the application;
- (b) the viability of the company applying;
- (c) the duration of relief sought;
- (d) the short and long term impact of the application;
- (e) signed works council minutes;
- (f) current financial statements;
- (g) bank statements (backdating to three months at most); and
- (h) efforts put at company level or strategies put in place to cut costs in the previous three months,

and such terms and conditions as it may determine, grant exemption in writing from any of the provisions of this agreement to an employer or employee.

(2) Applications for exemption in terms of [subsection \(1\)](#) shall be made in writing, to the NEC giving reasons thereof.

(3) Any such exemption granted may be reviewed or withdrawn by the NEC Exemption Committee depending on changed circumstances.

(4) In the case of wage increases, exemption applications should be made within twenty-one days from the date of publication of the collective bargaining agreement.

(5) The NEC shall finalise the matter within thirty days from date of receipt of the application.

### **33. Administration**

The council shall be the body responsible for the administration of this agreement and may issue expressions of opinion not inconsistent with its provisions to employers and employees.

### **34. Binding nature of collective bargaining agreement**

For the benefit of all employers and employees covered under and on whom this agreement is binding, section 82 (3) of the Labour Act [*Chapter 28:01*] provides that any person who fails to comply with the provisions of a collective bargaining agreement which is binding upon him or her shall, without derogation from any other remedies that maybe available against him or her for its enforcement-

- (a) commit an unfair labour practice for which redress may be sought in terms of part XII of the Labour

Act; and

- (b) be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding one year or to both such fine and imprisonment.

### **35. Declaration**

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

Signed at Harare, on behalf of the employees and the employers.

TICHAONA ZIMONDI,  
Chairman of the National Employment Council for the Food and Allied Industries.

MALINI MPANGO,  
General Secretary of the National Employment Council for the Food and Allied Industries.

ZVITENDO MATSIKA,  
Chairman of the Meat, Fish, Poultry, Abattoir and Meat Processing Employers Association.

SIKHUMBUZO SITHOLE,  
President of the Meat, Fish, Poultry, Abattoir and Meat Processing Workers' Union.

NGONI GAMBA,  
Secretary of the Meat, Fish, Poultry, Abattoir and Meat Processing Employers Association.

SIRETA DAMBANEVANA,  
Secretary of the Meat, Fish, Poultry, Abattoir and Meat Processing Workers' Union.

### **First Schedule** **GRADES** (Section 4)

*Grade A1*

Artisan Aid

Bag sealer

Bone and blood-meal preparer

Carcass washer/Cleaner

Checker

Chill tanker

Clamps remover

Cleaner

Cleat remover

Counter

Cropper

General hand

Giblet chiller

Gizzard remover

Hanger

Hides treater

Hock cutter



Kitchen attendant/orderly  
Labeller  
Laundry hand  
Loader/offloader  
Neck cutter  
Offal-cleaner  
Offal separator/trimmer  
Packer/wrapper  
Pie-meat/pastry divider  
Pie-wrapper  
Pinner  
Restrainer/Drover  
Retort loader/off loader and stacker  
Sanitation attendant  
Sausage casing preparer  
Sausage twister  
Tallow Tenderer  
Tea maker  
Vent cutter  
Vienna -skin remover  
*Grade A2*  
Bio-security attendant  
Boiler attendant  
Bone crusher operator  
Blood dryer operator  
Can-seamer operator  
Carcass marker  
Carcass trimmer  
Chill tank hanger  
Curing cellar attendant  
Dicer operator  
Driver's assistant  
Egg glazer  
Electric bone saw operator  
Evaporator operator  
Halaal observer  
Heat sealing machine operator  
Ingest extractor  
Labeling/Packing machine operator  
Lard/dripping maker  
Laundry machine operator

Livestock slapper  
Meat ball machine operator  
Mincing machine operator (manual)  
Offal cleaning machine operator  
Pastryroller  
Pie-making machine operator  
Pie-oven operator  
Pig scraper/Poultry scalding/Fish scraper  
Plant operator  
Portion weigher  
Sausage roll maker  
Shrink wrapping machine operator  
Slicing machine operator  
Stunner  
Sump-attendant  
Uniform repairer  
Uniform presser  
Vacuum sealing machine operator  
Van sales assistant  
Weigher  
*Grade A3*  
Can seam inspector  
Band saw operator  
Can filling machine operator  
Carcass-sorter/sorting and traying hand  
Filing clerk  
Filler machine operator  
Freezer attendant  
Hoist machine operator  
Internal security guard  
Livestock eviscerator  
Meat curer  
Messenger  
Mincing machine operator (heavy duty)  
Office orderly  
Order assembler  
Poultry grader  
Scalding tank operator  
Stores Assistant  
Strapping machine operator  
Townsend peel operator weigher and recorder  
*Grade B1*

Carcass divider/backsplitter  
Carcass weigher  
Cook  
Cooker/smoker  
Deli-assistant  
De gutter  
De-rinder machine operator  
Filleter  
Forklift driver  
Freezer clerk  
Maintenance hand  
Maintenance stores clerk  
Multivac machine operator  
Pest control attendant  
Pie wrapping machine operator  
Skinning machine operator  
Shop assistant  
Skinner/flayer  
Spiral freezer operator  
Sticker/Bleeder  
Tervopham machine operator  
*Grade B2*  
Camwheat machine operator  
Blockman  
Bawl cutter/chopper operator  
Charge-hand  
Deboner  
Dispatch orders clerk  
Driver class 4  
Invoice clerk  
Issuing/Receiving clerk  
Livestock receiving clerk  
Merchandiser  
Maintenance administration clerk  
Maintenance assistant  
Personnel clerk  
Production clerk  
Quality control clerk  
Quality checker  
Tractor driver  
*Grade B3*

Artisan assistant class 4

Brine injector operator

Data-capture operator

Driver up to 5 tonnes

Ingredients mixer

Retort operator

*Grade B4*

Artisan assistant class 3

Bus driver class 1

Cashier/Till operator

C.O.D van sales clerk

Counter sales clerk

Dispatch checker

Driver more than five tonnes

Leading hand/Foreman

Sales representative

Van salesman

*Grade B5*

Artisan assistant class 2

Exports clerk

Nurse Aid

Receptionist

Laboratory assistant

Stores control clerk

*Grade C1*

Cash book clerk

Creditors clerk

Debtors clerk

Reconciliation clerk

Stock controller

*Grade C2*

General accounts clerk

Quality inspector

Wages/Salaries clerk

*Grade C3*

Artisan Secretary

Security supervisor

Shop supervisor

Supervisor

Stores controller/supervisor

*Grade C4*

Personnel assistant

**Second Schedule**  
**WAGES AND ALLOWANCES**  
(Section 16)

1. The parties agreed that the minimum wages for all employees falling under the scope of the NEC for the period 1st January, 2017 to 31st December, 2017, shall be as tabulated below:

<b>Grade</b>	<b>January 2016 to December 2016 USD</b>	<b>January 2017 to December 2017 USD</b>
A1	227,00	231,54
A2	235,00	239,70
A3	243,00	247,86
B1	257,00	262,14
B2	266,00	271,32
B3	275,00	280,50
B4	284,00	289,68
B5	293,00	298,86
C1	308,00	314,16
C2	322,00	328,44
C3	338,00	344,76
C4	352,00	359,04

*Night Allowances*

2. Night shift allowance has been increased from \$1,00 to \$2,00 effective 1st April, 2017.

3. -

*Transport and housing*

<b>Allowance</b>	<b>1st January, 2016-31st December, 2016</b>	<b>1st January, 2017 to 31st December, 2017</b>
Housing	\$65,00	\$65,00
Transport	\$44,00	\$44,00

- (i) Transport allowance will be paid to an employee who has physically reported for duty weekly, using the prevailing rates,
- (ii) The above clause does not apply to employees on maternity and sick leave,
- (iii) The employer shall pay transport for the days worked by an employee outside normal 22 working days i.e. weekends and public holidays,
- (iv) Employers that provide for housing within the environs of the company operations shall be exempted from the transport allowance,
- (v) Employees living within the two (2) km radius shall be exempted from the transport allowance,
- (vi) All other conditions of service remain the same.

*Subsistence allowance*

4. Subsistence allowances have been pegged at \$35,00 per day broken down as follows:

Accommodation	\$20,00
Breakfast	\$3,00
Lunch	\$5,00
Dinner	\$5,00
Incidentals	\$2,00

**Third Schedule**  
**GRATUITIES**  
(section 29)

*Length of service*  
*Years*

*Percentage of monthly wage on termination of*  
*employment*

1 - 4	20
5	23
6	24
7	25
8	26
9	27
10	28
11	29
12	30
13	31
14	32
15	33
16	34
17	35
18	36
19	37
20	38
21	39
22	40
23	41
24	42
25	43
26	44
27	45
28	46
29	47
30	48
31	49
32	50
33	51
34	52
35	53
36+	56

**Fourth Schedule**  
**LONG SERVICE AWARDS**  
(Section 26)

<i>Duration</i>	<i>Percentage</i>
5 years	75% of monthly wage and a certificate.
10 years	80%
15 years	85%
20 years plus	100%

**S.I. No. 193 of 2018: Collective Bargaining Agreement: Detergents, Edible Oils and Fats Industry**

**IT is hereby notified that the Minister of Labour and Social Welfare hereby, in terms of section 80 of the Labour Act [Chapter 28:01], publishes the Collective Bargaining Agreement set out in [the Schedule](#).**

The agreement has been registered in terms of section 79 of the said Act.

**Schedule**

The following is the Collective Bargaining Agreement made and entered into by the Detergents, Edible Oils and Fats Trade Union and the Employers Association for implementation from 1st July to 31st December, 2017.

The said agreement should be read as one with clause 4 (Grading and wages) of the agreement published in Statutory Instrument 89 of 1997 (hereinafter referred to as "the principal agreement") in accordance with the provisions of the Labour Act [*Chapter 28:01*] as amended.

1. There shall not be any wage increment for the period 1st January, 2017 to 30th June, 2017.

2. Minimum wage: The following figures were agreed between parties for the period from 1st July to 31st December, 2017.

<b>Grade</b>	<b>January to December, 2014 (USD)</b>	<b>July to December, 2017 (USD)</b>
1	207,88	212,88
2	218,27	223,27
3	229,20	234,20
4	240,65	245,65
5	252,68	257,68
6	265,31	270,31
7	278,58	283,58
8	292,51	297,51
9	307,13	312,13
10	322,50	327,50
11	338,25	343,25
12	355,54	360,54

*Monthly allowances*

Transport allowance            USD 44,00

Housing allowance            USD 63,30

*Declaration*

The employers' representatives and the trade union representatives, hereby declare that the foregoing is the agreement arrived at and affix their signatures hereto.

Agreed and signed this 9th day of November, 2017.

O. CHUMA

Employers' Association Chairman

S. MADZONGO

Union President

HON. J. T. MAWIRE

NEC Chairman

**S.I. No. 194 of 2018: Collective Bargaining Agreement: Detergents, Edible Oils and Fats Industry**

**Schedule**

NATIONAL EMPLOYMENT COUNCIL FOR THE DETERGENTS, EDIBLE OILS AND FATS INDUSTRY COLLECTIVE BARGAINING AGREEMENT: DETERGENTS, EDIBLE OILS AND FATS INDUSTRY

ARRANGEMENT OF SECTIONS

- [1.](#) Title.
- [2.](#) Parties.
- [3.](#) Application.
- [4.](#) Availability, variation and exemption of the agreement.
- [5.](#) Definitions.
- [6.](#) Grading and wages.
- [7.](#) Hours of work: employees other than shift workers.
- [8.](#) Hours of work: shift workers.
- [9.](#) Hours of work: continuous shift workers.
- [10.](#) Short time working.
- [11.](#) Conversion of rates.
- [12.](#) Payment for overtime.
- [13.](#) Deductions.

<a href="#">14.</a>	Payment of wages.
<a href="#">15.</a>	Cooked meals.
<a href="#">16.</a>	Piece work, task-work and work on a ticket system.
<a href="#">17.</a>	Special provisions: casual employees.
<a href="#">18.</a>	Special provisions: learners.
<a href="#">19.</a>	Subsistence allowances.
<a href="#">20.</a>	Vacation leave.
<a href="#">21.</a>	Benefits during sickness.
<a href="#">22.</a>	Maternity leave.
<a href="#">23.</a>	Conditions of service.
<a href="#">24.</a>	Continuous service.
<a href="#">25.</a>	Record of service.
<a href="#">26.</a>	Protective clothing.
<a href="#">27.</a>	Gratuities on termination of employment.
<a href="#">28.</a>	Acting appointments.
<a href="#">29.</a>	Copy of regulations and notice.
<a href="#">30.</a>	Council levy.
<a href="#">31.</a>	Codes of conduct.
<a href="#">32.</a>	Application.
<a href="#">33.</a>	Administration.
<a href="#">34.</a>	Disputes and interpretations.
<a href="#">35.</a>	Declaration.
<a href="#">First Schedule</a>	Classification of occupations in grades.
<a href="#">Second Schedule</a>	Gratuities.
<a href="#">Third Schedule</a>	Form of notice.

**IT is hereby notified that the Minister of Labour and Social Welfare hereby, in terms of section 80 of the Labour Act [Chapter 28:01], publishes the Collective Bargaining Agreement set out in [the Schedule](#).**

The agreement has been registered in terms of section 79 of the said Act.

## 1. Title

This agreement may be cited as the Collective Bargaining Agreement: Detergents, Edible Oils and Fats Industry, 2018.

## 2. Parties

Made and entered into, in accordance with the provisions of the Act, between the Detergents, Edible Oils and Fats Employers Association (hereinafter referred to as "the employer"), of the one part, and the Detergents, Edible Oils and Fats Workers Union of Zimbabwe (hereinafter referred to as "the employees" or "the trade union"), of the other part, being parties to the Employment Council for the Detergents, Edible Oils and Fats Industry of Zimbabwe.

## 3. Application

The terms of this agreement shall apply to all employers and employees engaged in the Detergents, Edible Oils and Fats Industry in Zimbabwe.

## 4. Availability, variation and exemption of the agreement

(1) The parties may, by consent, and in accordance with the Act, vary the terms of this Collective Bargaining Agreement. Subject to section 74 of the Act no employer or employers' organisation or trade union or employees may enter into negotiations to amend or alter this Collective Bargaining Agreement without the express permission of the Employment Council.

(2) Every employer shall keep a copy of this agreement freely available at all times for inspection or reference by the employees.

(3) The Council may grant exemptions to any employer or employee on any matter it deems necessary and such exemptions shall be considered by a committee comprising the chairperson and three representatives from each party. Exemptions will be discussed at plant level first and the business will be required to provide financial statements signed by the Financial Director and the Managing Director, provided that for every exemption of a financial nature, the applicant must provide relevant information at the discretion of the Exemptions, Retrenchments and Variations Committee.



## 5. Definitions

In this agreement, unless inconsistent with the context-

**"absolute rest-day"** means one day in each one week period on a continuous shift roster on which an employee is not listed to work;

**"Act"** means the Labour Act [*Chapter 28:01*];

**"annual shut-down"** means a period, not less than fifteen working days, during which an establishment may suspend operations for annual holidays in terms of section 20 of this agreement;

**"boiler complex"** means two or more boilers with combined minimum rated capacity of nine thousand and seventy kilograms of steam per hour;

**"casual work"** means work for which an employee is engaged by an employer for not more than a total of six weeks in any four consecutive months;

**"continuous service"** means the total period of unbroken service of an employee with an employer in terms of section 24 of this agreement;

**"continuous-shift roster"** means a roster covering a four-week or eight-week cycle of work required to be exhibited in terms of section 9 of this agreement;

**"continuous-shift working"** means the working hours contained on a continuous-shift roster;

**"day off"** means a Sunday or that day in the week in place of Sunday on which an employee is not normally required to work, or, in the case of continuous-shift workers, those days, other than an absolute rest-day, on the roster on which such employees are not normally required to work;

**"day shift"** means any shift which is not a night-shift;

**"detergents, edible oils and fats industries"** means, without in any way limiting the ordinary meaning of the expression, the industries in which the employers and employees are associated together for the purpose of the manufacture or processing of any or all of the following products-

- (a) detergents, being cleansers, or any cleaning agent used as an abrasive, or any substance which combines wetting, emulsifying or suspending properties;
- (b) candles;
- (c) waxes and polishes;
- (d) edible oils and fats;
- (e) toilet preparations, if manufactured or processed as an ancillary operation by an employer and his or her employees engaged in the manufacture or production of any product referred to in [paragraphs \(a\) to \(d\)](#);
- (f) glycerine, if manufactured or processed as an ancillary operation by an employer and his or her employees engaged in the manufacture or production of any product referred to in [paragraphs \(a\) to \(d\)](#);
- (g) livestock foodstuffs, if manufactured or processed as ancillary operation by an employer and his or her employees engaged in the manufacture or production of any product referred to in [paragraphs \(a\) to \(d\)](#);
- (h) any product allied to a product referred to in [paragraphs \(a\) to \(g\)](#), or a by-product of the manufacture thereof, and any product manufactured or processed as an ancillary operation by an employer and his or her employees engaged in the manufacture or production of any product referred to in [paragraphs \(a\) to \(g\)](#);

or in the distribution of such products, where such distribution is ancillary to the manufacture or processing thereof or in any process, service or operation incidental to the manufacture, processing or distribution of such products;

**"emergency work"** means work which must be performed immediately outside normal working hours;

**"gas-complex operator"** means an operator of a gas-production plant rated at a minimum of ten gigajoules per hour;

**"grade"** means a grade listed in the First Schedule;

**"guard"** includes any employee employed as a watchman;

**"handyman"** means an employee who carries out repairs or renovations of a minor nature to his or her employer's property, but who is not required to embark upon or carry out any single task in an occupation prescribed or a trade designated or deemed to have been designated in terms of the Manpower Planning and Development Act [*Chapter 28:02*] which, if performed by him alone or with any or with any other person, either at

the same time or progressively, would exceed a total cost of two thousand dollars (\$2 000,00);

**"industrial holiday"** means any day specified as a paid holiday in terms of section 20 of this agreement;

**"learner"** means an employee being trained under supervision, in the rudiments of a job or any part of a job;

**"locomotive-driver"** means a driver who controls the movement of the company's locomotive within the confines of the company's siding, and is not required to hold a certificate issued by a recognised railway authority;

**"mechanical-saw operator"** means an employee who operates a power driven hacksaw, under supervision, and who assists a carpenter in the assembly of pre-cut wooded pallets;

**"medical practitioner"** means any person who is legally permitted to practise as a medical practitioner in Zimbabwe in terms of the Medical, Dental and Allied Professions Act [*Chapter 27:08*];

**"night-shift"** means a shift the majority of hours of which fall between 10.00 p.m. and 6.00 a.m.;

**"overtime"** means any time worked outside the ordinary weekly hours of work required to be exhibited in terms of section 29 (2) of this agreement;

**"parent industry agreement"** means-

- (a) in respect of the building trades listed in the definition of "designated trade" therein, the agreement published in Statutory Instrument 402 of 1983-
  - (i) In the region of Mashonaland, the agreement published in Rhodesia Government Notice 928 of 1974, as read with Rhodesia Government Notice 426 of 1976, as amended or replaced from time to time,
  - (ii) in the region of Matabeleland, the agreement published in Rhodesia Government Notice 954 of 1978, as amended or replaced from time to time,
  - (iii) in the region of Manicaland, the agreement published in Rhodesia Government Notice 922 of 1978, as amended or replaced from time to time,
  - (iv) in the regions of Midlands and Masvingo, the agreement published in Rhodesia Government Notice 962 of 1978, as amended or replaced from time to time;
- (b) in respect of the printing trades listed in the definition of "designated trade" therein, the agreement published in Statutory Instrument 234 of 1981, as amended or replaced from time to time;

**"piece-work"** means any system by which earnings are calculated wholly on the quantity or output of work done, irrespective of the time spent on such work;

**"refrigeration complex"** means two or more ammonia compressors with a combined maximum capacity of eight tonnes of refrigeration over a period of twenty-four hours;

**"region"** means a region specified in the Second Schedule to the Industrial Conciliation (General) Regulations, 1977, published in Rhodesia Government Notice 214 of 1977;

**"secretary"** means the General Secretary of the Council appointed in terms of its constitution;

**"skilled worker"** means a person who has been certified by the Registrar of Apprenticeship and Skilled Manpower as a skilled worker Class I, II, III IV in a designated or recognised trade in terms of the Manpower Planning and Development Act [*Chapter 28:02*] or the holder of a journeyman registration certificate issued by the National Industrial Council before the 1st of February, 1982, and recognised by the Registrar of Apprenticeship and Skilled Manpower;

**"skilled worker's assistant"** means an employee who assists the skilled worker as directed and who may perform such duties delegated to him or her by the skilled worker, who may not perform skilled worker's work;

**"skilled worker's senior assistant"** means an employee who assists a skilled worker and who may perform simple routine and repetitive maintenance tasks on plant and machinery and components thereof, in addition to the tasks performed by a skilled worker's assistant, such work as dismantling and re-assembling equipment where tolerance and exactness of fitting are not required, which tasks shall always be under the general supervision of a skilled worker, but who may not perform skilled work;

**"task-work"** means a stated task which is set by an employer to an employee which has to be completed as a condition of earning a wage;

**"ticket system"** means a system whereby an employee is engaged at a rate of wage calculated by reference to the completion of a ticket of an agreed number of days worked or a record based on the number of days worked;

**"Traditional Medical Practitioner"** means any person permitted to practise as a traditional medical practitioner in Zimbabwe in terms of the Traditional Medical Practitioners Act [*Chapter 27:14*];

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

**"working day"** means any day other than a day off or an industrial holiday, and shall include those days listed

on a continuous shift roster, with the exception of absolute rest-days, for the purpose of sections 14 and 20 of this agreement.

## **6. Grading and wages**

(1) Subject to the provisions of this agreement every employer shall place each employee in a grade appropriate to his occupation, and shall pay to such employee a wage of not less than the amount prescribed by the Council for the grade of the employee, and no employee shall accept a wage less than the amount prescribed.

(2) An employee who, at the date of commencement of this agreement, is in receipt of a higher wage for his particular occupation than the wage specified in this section shall not by reason of this agreement, suffer any reduction in his or her wage.

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

- (a) not less than the wage which he or she last received prior to his or her promotion; or
- (b) not less than the minimum wage prescribed for his or her occupation in such grade,

whichever is the greater.

(4) An employee who is required to perform work temporarily in a lower grade than that he or she is normally employed shall be paid the wage applicable to the grade of work which he or she normally performs.

(5) An employee who is appointed to work temporarily in a higher grade than which he or she is normally employed, shall receive the full or prorated wage applicable to such higher grade immediately he or she commences working in that higher grade.

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

- (a) the employer shall provisionally place the employee in a grade; and
- (b) the employer or employee shall notify the secretary; and
- (c) the Executive Committee shall determine an interim classification of the operation, which shall be subject to ratification by the Full Council at its next meeting;

Provided that, if the interim classification by the Executive Committee or the final classification by the Full Council places the employee in a grade-

- (i) higher than the employee's current grade, he or she shall be paid not less than the minimum wage prescribed for such higher grade, with effect from the date upon which he commenced performing the operation concerned, or
- (ii) lower than the employee's current grade, it shall be lawful to reduce his or her wage to not less than the minimum wage prescribed for such lower grade, with effect from the date upon which such classification is determined, unless the employee refuses to accept the lower wage, in which event-

he or she may be given the relevant notice of termination of employment; and

during the period of such notice, he or she shall be paid the wage he or she was receiving prior to such determination.

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

Provided that this subsection shall not apply to any portion of an annual shut down or to any time not worked during a period of short-time working as provided for in section 10.

(8) No employee shall be required to perform forced labour.

## **7. Hours of work: employees other than shift-workers**

(1) The ordinary hours of work for employees, other than shift-workers and guards, shall not exceed 45 hours per week or nine hours per day, but with the consent of the employees concerned, some part of the 45 hours may be worked on Saturday morning:

Provided that, where the duties of such employees are ancillary to, and essential for, continuous processing and production carried out by shift workers, such employees may be required by the employer to work on a Saturday morning as part of the normal weekly hours of work.

(2) The ordinary hours of work for guards shall not exceed 48 hours per week or 10 hours in any period of 24 hours.

(3) An employer may request, but shall not require an employee to work overtime and shall, whenever possible give 24 hours' notice to such employee of such request:

Provided that an employee needed to render emergency work shall not decline request to work overtime without reasonable excuse.

(4) Except in the case of emergency work, no employer shall permit an employee, other than a guard to work more than 60 hours, ordinary time and overtime included, in any one week.

(5) Every employee shall receive at least one day off duty in each week.

(6) An employee shall not be required to work on his or her days off without his or her agreement, except in the case of emergency work, but no employee shall be permitted to work on his or her days off in successive weeks.

(7) No employer shall permit an employee, other than a guard or an employee engaged in outside advertising or marketing, to work for a continuous period of more than five hours without a break of at least 30 minutes:

Provided that such continuous period shall be deemed not to be broken by a break of less than 30 minutes.

## **8. Hours of work: shift workers**

(1) The provisions of section 7 (3) to (7) shall apply to shift workers.

(2) The ordinary hours of work for shift workers shall not exceed 45 hours per week or nine hours in any period of 24 hours.

(3) No employer shall permit a shift worker to work for a continuous period of more than five hours without a break of at least 30 minutes.

(4) The employer shall provide each shift worker with a free beverage or adequate facilities for preparing a beverage during the 30 break.

(5) No employee shall be required to work two shifts in any period of 24 hours except for the purpose of changing shifts or in the case of emergency work, and no employee shall commence work on the new shift until at least eight hours have elapsed after the completion of his or her previous shift.

(6) An employee who is required to work two shifts in one day for the purpose of changing shifts shall be paid overtime.

(7) No shift worker shall be kept on night shift for more than a continuous period of four weeks without his consent.

(8) A shift worker who is changed from night shift to day shift shall be placed on day shift for a period at least equal to the period during which he or she was on night shift, unless he or she otherwise agrees.

## **9. Hours of work: Continuous shift workers**

(1) The provisions of [subsections \(3\)](#) and [\(4\)](#) of sections 7 and 8 shall apply to continuous shift workers.

(2) Subject to the provisions of [subsection \(3\)](#), the ordinary hours of work for continuous shift workers shall not exceed 45 hours per week:

Provided that the ordinary hours of work shall not exceed nine hours in any period of 24 hours.

(3) The ordinary hours of work shall average not more than 42 hours per week in a continuous shift roster.

(4) The continuous shift roster indicating the ordinary hours of work and absolute rest days, shall be exhibited in terms of section 29 of this agreement.

(5) No employer shall permit an employee to work two shifts in any day except in the case of emergency work.

(6) A continuous shift worker shall be given-

(a) seven days off-duty in each four-week continuous shift roster;

(b) 14 days off-duty in each eight-week continuous shift roster:

Provided that one day in each week shall be an absolute rest day.

(7) An employee shall not be required to work on his or her day off except in the case of emergency work, but no employee shall be permitted to work on his or her days off in successive weeks.

(8) A continuous shift worker who, on any day other than an absolute rest day, is required to work on his or

her day off shall be paid overtime at one and half times his or her current hourly wage:

Provided that an employee who is required to work on an absolute rest day shall be paid overtime for every hour or part of an hour worked at double his or her current hourly wage.

## 10. Short time working

(1) No employer shall place all or some of his or her employees on short time working without following the provisions of section 12D of the Labour Act [*Chapter 28:01*].

(2) The employer shall give at least one week's notice to each employee concerned of the requirement to work short time.

(3) Notwithstanding the provisions of section 23, an employee may at any time during the weeks' notice referred to in [subsection \(2\)](#) give notice of termination of his or her contract of employment as from the time when short-time working is to start.

(4) During the period of short-time working, an employee shall be paid for not less than the hours worked by him or her:

Provided that no employee shall receive less than sixty *per centum* of his or her current weekly wage.

(5) The employer shall give his or her employees at least one working days' notice of resumption of normal hours of work.

## 11. Conversion of rates

(1) For the purpose of converting a weekly wage to-

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

(2) Computations analogous to those in [subsection \(1\)](#) shall be used when converting monthly rates.

## 12. Payment for overtime

(1) An employer shall pay for overtime at one and a half times the current hourly wage of the employee for any work done in excess of the normal working hours per week, but only when the weekly accumulation of such excess hours is more than 30 minutes.

(2) Notwithstanding the provisions of [subsection \(1\)](#), an employer shall pay for overtime on a day off at double the current hourly wage of the employee:

Provided that a continuous shift worker shall be paid for overtime on an absolute rest day or a day off in terms of section 9 (8) of this agreement.

(3) Notwithstanding the provisions of [subsection \(1\)](#), the employer shall pay for overtime on an industrial holiday for the ordinary hours of work for the day of the week on which the industrial holiday falls at double the current hourly wage of the employee.

(4) Notwithstanding the provisions of [subsections \(1\)](#) and [\(3\)](#) the employer in prior agreement with the workers concerned may convert the overtime worked to vacation leave or off days as per Act.

## 13. Deductions

No deductions or set off of any description shall be made or allowed from remuneration of an employee, except-

- (a) where an employee is absent from work on days other than paid holidays, sick leave or vacation leave, a *pro rata* amount of his or her wage only for the period of such absence provided that disciplinary procedures are followed first in terms of the applicable employment code of conduct; or
- (b) by written stop-order for contributions to insurance policies, pension funds, medical aid societies, building societies, burial societies and registered trade unions; or
- (c) any amount which the employer is compelled by law or legal process to pay on behalf of an employee; or

- (d) the cost of cooked meals supplied; or
- (e) where a levy is raised on an employer for fuel consumed by an employee housed in a hostel, irrespective of whether the levy is raised as a separate item or as an element in a composite rental; or
- (f) an amount recovered for payments made in error, provided the amount recovered does not exceed 25% of the gross salary as per the Act; or
- (g) any amount as provided for in section 30 (1); or
- (h) where an employee has given his or her written consent, an amount in respect of the repayment to the employer of a loan, including interest, if any, thereon, in sums not exceeding one quarter of the remuneration due; or
- (i) upon termination of service, and notwithstanding the provisions of paragraph any amount due to the employer by the employee for loans, goods purchased or cash advancement against wages due for work actually performed by the employee:  
Provided that no written arrangements have previously been made; or
- (j) an amount which the employee has consented to in writing for accommodation provided by the employer; or
- (k) NEC levies and trade union dues.

#### **14. Payment of wages**

(1) Every employer shall pay wages in cash or by cheque or electronic transfer to each employee, weekly or monthly as the case may be on or by due date:

Provided that payments for overtime, bonuses and allowances shall be made to each employee, weekly or monthly as the case may be.

(2) Every employer shall pay transport and housing allowances agreed by Council:

Provided that transport and housing allowances shall not be applicable where the employer provides transport and accommodation.

(3) An employer shall pay five percent of an employee's monthly wages as shift allowance for employees on night shift.

(4) When the services of an employee are terminated, payment of all remuneration due shall be made immediately, unless the services of such employee are terminated summarily, when payment shall be made within 24 hours of termination of service.

(5) All remuneration shall be paid in cash or by cheque and shall be accompanied by a clock-card or a wage-slip showing-

- (a) the name, title and grade of the employee; and
- (b) the wage rate; and
- (c) the total number of hours worked; and
- (d) the amount of overtime; and
- (e) any bonus and allowances; and
- (f) deductions for absence without leave or other deductions permitted in terms of section 13 of this agreement;
- (g) the net amount received by the employee;
- (h) the period for which payment is made; and
- (i) employee's leave days.

#### **15. Cooked meals**

(1) Where an employer supplies meals he or she shall display the cost of such meals in a prominent position in the canteen.

(2) An employee who voluntarily accepts such meals may have the cost of such meals deducted from his or her wage.

## **16. Piece-work, task-work and work on a ticket system**

No employer shall give out, and no employee shall perform work on-

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

## **17. Special provisions: casual employees**

(1) Subject to the provisions of this section, the provisions of this agreement shall not apply to casual employees.

(2) An employer may employ a casual employee and pay him or her the daily equivalent of not less than the amount prescribed by the Council for the occupation in which he or she is employed.

(3) A casual employee who works for more than six weeks in any four successive calendar months shall be deemed to be a full-time employee, and shall receive all the benefits specified in these regulations.

## **18. Special provisions: learners**

(1) An employee in Grade 1 who is required to perform a Grade 2 operation shall be paid the Grade 2 wage for each hour spent in Grade 2 after a day of working in that grade.

(2) An employee in grades 1 to 4 may be employed as a learner in a higher grade from grades 3 to 5 for a period not exceeding 30 days, and an employee in grades 1 to 5 may be employed as a learner in Grade 6 for a period not exceeding three months.

(3) An employee in a lower grade may be employed as a learner in grades 7 and 8 for a period not exceeding six months.

(4) An employee in a lower grade may be employed as a learner in Grade 9 and above for a period not exceeding 12 months.

(5) Notwithstanding the provisions of [subsections \(1\) to \(4\)](#), an employee shall be paid not less than the minimum wage prescribed by the Council for the grade immediately below the grade in which he or she is being trained on and after the sixth working day after commencement of work in the higher grade.

(6) On completion of the maximum period stated in [subsections \(2\) to \(5\)](#), the employee shall either be confirmed in the grade in which he or she was being trained or revert to his or her former grade and pay. If there is no confirmation after the period of training the employee is deemed to have been confirmed.

(7) No employee shall be required to perform a period of learnership in terms of this section in the same operation more than once.

## **19. Subsistence allowances**

(1) An employee who is required to work so far from his or her usual place of work as to necessitate his or her sleeping away from home shall be conveyed to and from such place at the employer's expense, and shall be paid, in addition to his or her wages for the time during which he or she is away from home-

- (a) all necessary proved travelling and subsistence expenses; or
- (b) a minimum of five dollars per day.

(2) An employer may pay medical aid and funeral cover to his or her employees, subject to an agreement at company level.

## **20. Vacation leave**

(1) In this section, for the purpose of calculating the accrual of vacation leave, "continuous service" includes any period of national service rendered in terms of the National Service Act [*Chapter 11:08*], other than Phase 1 service as defined therein.

(2) Unless more favourable conditions are provided for, an employee shall, for each completed month of continuous service, accumulate vacation leave at the rate of 2.5 days as provided for in the Act.

(3) For the purposes of [subsection \(2\)](#), any portion of a working day shall be regarded as a full working day.

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

(5) An employee may accumulate vacation leave not exceeding 90 days as provided for in the Act.

(6) An employer shall inform every employee of his or her annual leave entitlement at least once a year.

(7) An employee shall not take less than 15 working days of vacation leave on any one occasion, except with the agreement of his or her employer.

(8) An employee shall be entitled to proceed on vacation leave within four weeks of receipt of his or her application by the employer:

Provided that-

(i) where undue hardship would be caused to the employer, the employee shall be entitled to proceed on vacation leave within nine weeks of his or her application thereof,

(ii) where an establishment has an annual shut-down, the employee may be required to take his or her vacation leave during such shut-down.

(9) An employee proceeding on vacation leave shall receive his or her current wage for the period of such leave, prior to his or her going on leave.

(10) Every employee whose employment is terminated by himself or herself or by the employer, for any reason whatsoever, shall be entitled to be paid the cash equivalent of any accrued leave.

(11) Any period of leave taken by an employee in terms of this section, or any additional leave granted by an employer, whether paid or not, or any sick leave taken in terms of section 21, shall not be counted for the purposes of calculating further leave.

(12) When an establishment observes a holiday or an industrial holiday, other than an annual shut-down, the holiday or industrial holiday shall not be offset against an employee's accrued vacation leave.

(13) All days declared in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*] as public holidays shall be industrial holidays.

(14) Every employee shall be granted leave of absence on an industrial holiday, and shall be paid his or her full wage for such holiday.

(15) An employer may require an employee to work on any industrial holiday, in which case the employee shall be paid in terms of section 12 (3) in respect of the time worked, in addition to the payment provided for in [subsection \(14\)](#).

## **21. Benefits during sickness**

(1) If an employee, while at work, claims to be unfit for work owing to sickness or injury, the employer shall grant to the employee such facilities as may be necessary to enable such employee to be examined by a medical practitioner or a registered traditional medical practitioner.

(2) Upon being medically examined, an employee shall obtain a medical certificate stating-

(a) whether or not he or she is fit for work;

(b) if he or she is not fit for work, the period for which he or she is likely to be unfit for work and shall produce such certificate on his or her return to work, if requested to do so by his or her employer.

(3) If an employee has obtained a certificate certifying that he or she is unfit for work, he or she shall be paid his or her wage by his or her employer while unfit for work as provided for in the Act.

(4) A certificate issued by a State registered nurse or registered traditional medical practitioner shall be accepted in place of a medical certificate when no medical practitioner is available.

(5) The provisions of section 10 shall apply to an employee-

(a) who is receiving the benefits specified in [subsection \(3\)](#), but who would be working short time if he or she were not sick; or

(b) who qualifies to receive the benefits specified in [subsection \(3\)](#) while short time is being worked.

(6) When an establishment returns to normal working hours, employees receiving sick benefits reduced in terms of subsection (8) shall receive thereafter the full benefits specified in this section.

(7) The provisions of [subsections \(2\)](#), [\(3\)](#) and [\(4\)](#) shall not apply to an employee whose sickness or injury is covered by the National Social Security Authority Act [*Chapter 17:04*] or the State Service (Disability Benefits) Act [*Chapter 16:05*] or any similar enactment relating to compensation.



## 22. Maternity leave

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

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

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

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

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

(6) Any person who contravenes this section shall be guilty of an unfair labour practice.

(7) The grant of breaks during normal working time to a female employee for the purpose of nursing her child shall be made in accordance with all the exigencies of her employment and nothing done to prevent any disruption of normal production processes or any interference with the efficient running of an undertaking or industry shall be held to be in contravention of [subsection \(7\)](#).

(8) A female employee shall be entitled to the benefits under [subsection \(5\)](#) for the period during which she actually nurses her child or six months, whichever is the lesser.

## 23. Conditions of service

(1) An employer shall, upon engagement, inform every employee, in writing, of the nature of his or her contract including-

- (a) the name and address of the employer; and
- (b) the period of time, if limited, for which the employee is engaged; and
- (c) employees remuneration; and
- (d) hours of work; and
- (e) particulars of any other benefits; and
- (f) the terms of probation if any; and
- (g) the terms of any employment code; and
- (h) the details of any bonus or incentive production scheme in operation; and
- (i) the nature and duration of the annual shut-down; and
- (j) particulars of the benefits receivable in the event of sickness and pregnancy; and
- (k) provision for accommodation; and
- (l) provision for vacation leave and vacation pay.

(2) Every contract of employment shall provide that an equal period of notice to terminate such contract shall be given by either party, which period shall be not less than that specified in the Act.

(3) Except where a longer period of notice has been provided for under a contract of employment, notice of termination of the contract of employment to be given by either party shall be-

- (a) three months in the case of a contract without limit of time or for a period of two years or more;
- (b) two months in the case of a contract for a period of one year or more but less than two years;
- (c) one month in the case of a contract for a period of six months or more but less than one year;

- (d) two weeks in the case of a contract for a period of three months or more but less than six months;
- (e) one day in the case of a contract for a period of less than three months or in the case of casual work or seasonal work.

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

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

during which notice of termination of the contract to be given by either party may be one week in the case of casual work or seasonal work or two weeks in any other case.

(5) Whenever an employee has been provided with accommodation directly or indirectly by his or her employer, the employee shall not be required to vacate the accommodation before the expiry of a period of one month after the period of notice specified in terms of [subsection \(3\)](#) or [\(4\)](#).

(6) Notwithstanding [subsection \(3\)](#) or [\(4\)](#), the parties to any contract of employment may, by mutual agreement, waive the right to notice:

Provided that-

- (i) where the termination is at the initiative of the employer, the employee shall have a right to payment for a period corresponding to the appropriate period of notice required in terms of [subsection \(3\)](#) or [\(4\)](#),
- (ii) where a month's notice has been agreed, it shall be taken to run from the first day of the month following the date on which such notice is given.

(7) Subject to the provisions of section 21 (5), no employer shall give notice of termination of contract to an employee while the employee is sick or injured.

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

(9) An employee who has given or received notice to terminate his or her employment, may be permitted to take vacation leave during the currency of such period of notice, and the arrangement must be in writing.

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

(11) Subject to the provisions of [subsection \(10\)](#), an employer may discharge his or her obligations by paying an employee his or her full wage and allowances for and in place of the period of notice required to be given in terms of this section.

(12) Any contract of employment which is for a stipulated period shall specify the date of commencement and the date of termination thereof, and upon expiry of the contract no further notice to terminate the contract shall be required from either party.

## **24. Continuous service**

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

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

(2) A period of absence without the permission of the employer or a period of absence between discharge and re-engagement of less than two months, shall not be taken into consideration in calculating any benefits in terms of sections 20, 21 and 27 of this agreement.

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

Provided that, if such employee is paid by the previous owner a gratuity in terms of section 27 in respect of his or her service with that owner, the gratuity payable by the new owner on the death, resignation, retirement or discharge of such employee may be reduced by the amount of the gratuity paid by the previous owner.

## **25. Record of service**

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

(2) The record of service shall specify the period of service and the occupation of the employee.

(3) An employer may hold long service awards for his or her employees from five years of service, and thereafter after every five years.

## **26. Protective clothing**

(1) Every employer shall supply, whenever necessary, free of charge a waterproof cap, overcoat or other suitable protective clothing to every employee who in the course of his or her duties, is habitually exposed to inclement weather, or such protective clothing as is reasonably required for the occupation or operation in which the employee is engaged.

(2) Protective clothing supplied to an employee shall remain the property of the employer if he or she is responsible for mending, washing and otherwise maintaining such clothing.

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

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

(4) Subject to the provisions of [subsections \(2\)](#) and [\(3\)](#), an employee who-

- (a) fails to return clothing issued in terms of [subsection \(1\)](#) on resignation, retirement or discharge; or
- (b) loses such clothing due to his own negligence,

shall be liable for the cost of replacement and the employer shall recover such amount from any money due to the employee.

(5) When an employer recovers the cost of replacement of clothing from any employee in terms of [subsection \(4\)](#), due allowances for fair wear and tear shall be made in the assessment of such cost.

(6) An employer may provide lockable lockers and locking keys for safe keeping of the Personal Protective Equipment.

(7) Employers may provide bath soap, bath towels and clean facilities to the employee.

## **27. Gratuities on termination of employment**

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

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

(3) Notwithstanding the provisions of [subsections \(1\)](#) and [\(2\)](#), no gratuity shall be payable under this section if the employer has made provision for employees by a pension or gratuity scheme, registered as a fund in terms of the Pension and Provident Funds Act [*Chapter 24:09*], which provides for benefits which are not less favourable than those specified in this section.

## **28. Acting appointments**

(1) An employee may be appointed in writing to act in a position senior to his or her own during the absence of the permanent incumbent of that post or during any period that such post is vacant.

(2) An employee appointed to act in a senior post in terms of [subsection \(1\)](#) above shall be entitled to payment of an acting allowance of not less than the full or prorated basic wage for the grade in which he or she is acting.

(3) No employee who has been appointed to act in a senior post shall continue to act in such post for a continuous period exceeding 12 months.

(4) For the avoidance of doubt in the event that an employee continues to act in a post for a continuous period exceeding 12 months, such post shall be deemed to have been filled by that employee from the next day following the expiring of the 12 months.

## **29. Copy of regulations and notice**

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

(2) Every employer shall exhibit a notice, in the form set out in the Third Schedule, showing the ordinary working hours per week and the normal daily times of starting and times of finishing work in his or her establishment for each class or group of employees.

(3) Every employer shall exhibit the continuous shift roster, indicating the ordinary hours of work and absolute rest days for continuous shift workers, in terms of section 9 of this agreement.

(4) No person shall, without lawful cause, alter, deface or remove, or cause to be altered, defaced or removed, the copy of the agreement and notice, save on the instruction of the employer when carrying out his or her responsibilities under [subsections \(1\), \(2\) and \(3\)](#).

## **30. Council levy**

(1) For the purposes of meeting the expenses of the council, every employer shall deduct 1% of the basic salary or wage of each of his or her employees monthly and the employer shall contribute the same amount.

(2) In the event that the amount contributed by an employer and his or her employees in terms of [subsection \(1\)](#) of this section is less than \$200,00, the employer shall contribute the difference between \$200,00, and the amount contributed by employees.

(3) The total amount shall be remitted to the Secretary, no later than the 5th of the following month.

## **31. Exemptions**

In the event that an organisation covered by this Collective Bargaining Agreement is unable to meet the specified conditions, the matter will be dealt with according to the exemptions provisions as stipulated in the industry constitution.

## **32. Application**

Neither the employer nor any employee may waive any provisions of this agreement, whether or not the provision creates a benefit to or obligation on the employer or employee concerned. Each provision shall create a right or obligation, as the case may be, independently of the existence of the other provisions. In the event of any provisions of this agreement being inoperative or *ultra vires*, the power of the parties or the Minister, either before or after publication of this agreement, under the provisions of the Act as amended, this shall in no way affect the remainder of the agreement.

## **33. Administration**

The Council shall be the body responsible for the administration of this agreement and may issue any expressions of opinion, not inconsistent with the agreement for the benefit of the employers and employees.

## **34. Disputes and interpretations**

Any disputes concerning the application or the interpretation of this agreement shall be handled by the council in accordance with its constitution.

## **35. Declaration**

The employer's organisation and the trade union having arrived at the agreement set forth herein, the undersigned hereby declare that the foregoing is the agreement arrived at and affix their signatures thereto. This agreement shall be deemed to have come into operation on the date of registration by the Ministry of Labour and Social Welfare and shall remain binding until replaced by a substitute agreement or terminated by mutual agreement of the parties thereto or is otherwise nullified, suspended or modified in terms of the Act.

### **36. Effective date**

This agreement shall take effect on the date of its signing by the parties.

### **37. Repeal**

The agreement published in Statutory Instrument 89 of 1997 is hereby repealed.

**First Schedule**  
**CLASSIFICATION OF OCCUPATIONS IN GRADES**  
*(Sections 4, 5 and 6)*

#### *Grade 1*

Bag sorter  
Bottle washer  
Canteen server  
Cleaner  
Container - sealer/capper  
Container - sealer/taper  
Container sealer/seamer  
General hand/labourer  
Loader  
Materials - feeder and checker  
Packer  
Packing - materials former  
Packing - materials preparer  
Hand stamp operator  
Label applier (polishes)  
Labelling machine operator  
Laundry hand  
Machine feeder  
Machine feeder and relief operator  
Machine and filter press cleaner  
Oil mill decorticating labourer employee  
Order picker  
Raw materials mixer  
Restaurant cleaner and server  
Restaurant kitchen assistant  
Sack carrier  
Sampler preparer  
Seed preparation labourer  
Sewing machine operator  
Slurry making labourer  
Soap slabber and cutter

weigher  
Stacker  
Stores handler  
Tea maker and messenger  
Toilet attendant  
Tube cartoner

*Grade 2*

Candle - moulder  
Check - weigher  
Chemical - handler  
Cleaner and messenger  
Cleaner and relief pump-operator  
Coal/Coke - trimmer  
Customer's porter  
Effluent - sampler  
Filling machine operator  
Warehouse team leader  
Wax weigher

*Grade 3*

Amalgator/Mill operator  
Assistant chemical weigher  
Bailing press operator  
Boiler stacker  
Canteen cook  
Cartoning machine operator  
Caustic dissolver  
Cold room evaporator cleaner  
Colour mixer and adder (polishes)  
Crutching operator  
Drum spray painter  
Electric motor cleaner  
Head messenger  
Skilled workers' assistant  
Mass regulator and product weigher  
Meal packer and mass adjuster  
Milk pasteuriser  
Packing machine operator  
Packing team leader  
Promotional unit assistant  
Pump operator  
Quality checker

Recipe services attendant  
Restaurant waiter and cleaner  
Sales van assistant  
Screen attendant  
Seed feeder  
Seed preparation operator  
Stock-counter

*Grade 4*

Assistant product tester  
Canteen kiosk attendant  
Chilling drum operator  
Cold counter stacker/loader  
Flame delinter operator  
Fork-lift driver  
Greaser  
Jet attendant  
Lagger  
Mechanical saw operator  
Scaffolding and rigging assistant  
Scooter/motor cycle driver  
Senior pump operator  
Soap stock/Fat recovery processor  
Strong room filing attendant  
Watchman  
Weighbridge attendant  
Stores receiver and  
Tea Kiosk attendant  
Tube winder operator  
Tug driver

*Grade 5*

Car driver or driver of a rigid  
Commercial vehicle up to a carrying capacity of 7 000kg  
Chemical weigher  
Engineering small tools issuer  
Invoice writer  
Laboratory sampler  
Locomotive driver  
Margarine churn preparer  
Mazzoni operator  
Merchandiser Pansideman  
Promotional unit driver/assistant  
Promotional unit salesman

Records keeper  
Restaurant cook  
Restaurant head waiter  
Retort operator  
Section charge-hand  
Steriliser operator  
Stores recorder  
Tailor  
Warehouse checker  
Warehouse load-recorder  
Watchman (Corporal)

*Grade 6*

Assistant storeman  
Assistant warehouse supervisor  
Canteen supervisor  
Clinic assistant

Driver of articulated vehicle of any carrying capacity and driver of rigid vehicle with a carrying capacity of 7 000 kilograms

Load-summary compiler  
Merchandising supervisor  
Punch-tape operator  
Records compiler  
Sales unit driver/assistant  
Section supervisor  
Skilled worker's assistant  
Switchboard operator  
Wages compiler  
Pump operator  
Cold room attendant

*Grade 7*

Assistant warehouseman  
Clerk/Filing/Records/Statistics  
Boiler/Refridgeration/Gas - complex Operator  
Clinic orderly  
Demonstrator  
Gas-complex operator  
Invoicing-machine supervisor  
Junior merchandising representative  
Junior salesman  
Laboratory assistant  
Market research field-worker  
Refridgeration - complex operator



Skilled worker's senior assistant operator

Slurry maker

Training assistant

Production mixer

Machine operator

*Grade 8*

Boiler-complex supervisor

General department clerk

Junior guard

Junior technician (laboratory/work-study)

Merchandising representative

Production processor

Promotional-unit supervisor

Receptionist

Restaurant assistant supervisor

Salesman

Senior switchboard operator

Telex operator

Warehouseman

Solvent plant operator

Drier operator

*Grade 9*

Advertising assistant

Boiler/Refridgeration/Gas-Complex Supervisor

Junior sales representative

Market research assistant

Production process supervisor

Quality control supervisor

Recipe services assistant

Restaurant supervisor

Senior departmental clerk

Senior guard

Senior mechanising representative

Senior salesman

Stores supervisor

Technician (Laboratory work-study)

Tracer

*Grade 10*

Brand assistant

Development assistant

Industrial sales assistant

Junior technical representative  
Market research area supervisor  
Production foreman  
Sales representative  
Security officer  
Senior specialist clerk  
Senior technician (Laboratory/work-study)  
Services foreman  
Skilled worker  
Secretary  
Accounts clerk  
Production controller  
Stores controller  
Warehouse controller  
Laboratory analyst

*Grade 11*

Branch office supervisor  
Chemist director's secretary  
Draughtsman  
Industrial nursing sister  
Recipe service consultant  
Senior representative  
Training officer

*Grade 12*

Bacteriologist  
Design draughtsman  
Engineering foreman  
Planned maintenance officer  
Public relations assistant  
Sales supervisor  
Section head  
Senior foreman  
Senior technical representative  
Quality assurance officer  
I.T Officer  
SHE Officer

**Second Schedule**  
**GRATUITIES**  
(Section 27)

*Length of service wage on*

*Percentage of monthly termination of  
employment*

Years	
5	15
6	16
7	17
8	18
9	19
10	20
11	21
12	22
13	23
14	24
15	25
16	26
17	27
18	28
19	29
20	30
21	31
22	32
23	33
24	34
25	35
26	36
27	37
28	38
29	39
30	40
31	41
32	42
33	43
34	44
35	45

**Third Schedule  
FORM OF NOTICE**

*(Section 29)*

Name of establishment:

In terms of section 29 of the Labour Regulations (Detergents, Edible Oils and Fats Industries) Employment Regulations, 2018-

(a) the number of ordinary working hours per week for each class or group of employees is

(b) the normal daily times of starting and finishing work for each class or group of employees are

;

;

**S.I. No. 207 of 2018: Collective Bargaining Agreement: Ferro Alloy Industry in Zimbabwe**

**as amended by**

Collective Bargaining Agreement: Ferro Alloy Industry in Zimbabwe,  
S.I. No. 65 of 2019

**IT is hereby notified, in terms of section 80 of the Labour Act [Chapter 28:01], that the Minister of Labour and Social Services has approved the publication of the Collective Bargaining Agreement as set out in [the](#)**

**Schedule  
NATIONAL EMPLOYMENT COUNCIL FOR FERRO ALLOY INDUSTRY IN ZIMBABWE**

**COLLECTIVE BARGAINING AGREEMENT: FERRO ALLOY INDUSTRY IN ZIMBABWE**

This agreement is made and entered into in accordance with the provisions of the Labour Act [Chapter 28:01], between the Ferro Alloy Industry Employers' Association (the "employers' association"), of the one part, and the National Union of Metal and Allied Industries in Zimbabwe (the "trade union"), of the other part, being parties to the National Employment Council for the Ferro Alloy Industry in Zimbabwe.

Notwithstanding the date of signature or publication hereof, this agreement shall be deemed to have come into operation on the 1st of January, 2018.

**WAGES INCREASE AS FROM 1ST JANUARY, 2015 to 31ST DECEMBER, 2018**

<b>NEC GRADE</b>	<b>NEC GRADE MINIMUMS January 2015 to December 2015</b>	<b>NEC GRADE MINIMUMS January 2016 to December 2016</b>	<b>NEC GRADE MINIMUMS January 2017 to December 2017</b>	<b>NEC GRADE MINIMUMS January 2018 to June 2018</b>	<b>NEC GRADE MINIMUMS July 2018 to December 2018</b>
1	238,00	238,00	238,00	245,00	252,00
2	259,00	259,00	259,00	267,00	275,00
3	272,00	272,00	272,00	280,00	288,00
4	280,00	280,00	280,00	288,00	297,00
5	298,00	298,00	298,00	307,00	316,00
6	316,00	316,00	316,00	325,00	335,00
7	328,00	328,00	328,00	338,00	348,00
8	345,00	345,00	345,00	355,00	366,00
9	367,00	367,00	367,00	378,00	389,00
10	409,00	409,00	409,00	421,00	434,00
11	439,00	439,00	439,00	452,00	466,00
12	514,00	514,00	514,00	529,00	545,00
13	635,00	635,00	635,00	654,00	674,00
14	668,00	668,00	668,00	688,00	709,00
15	701,00	701,00	701,00	722,00	744,00
16	799,00	799,00	799,00	823,00	848,00

**Explanatory notes:**

1. To increase the current (December, 2017) wage minimums by 3% for the period 1st of January to 30th of June 2018.
2. To increase the current (July 2018) wage minimums by 3% for the period 1st of July, to 31st of December, 2018.
3. To move all employes currently in Ferro Alloy grade 1, to the Ferro Allow grade 2 minimums by the 1st of November, 2018.

[Explanatory Note 3 inserted by S.I. No. 65 of 2019.]

*Declaration*

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

Signed at Kwekwe on the 27th of July, 2018.

G. SHAMBARE  
NEC Chairman  
M. DZINOREVA

Employers Association Representative

T. PASURA

Trade Union Representative

**S.I. No. 235 of 2018: Collective Bargaining Agreement: Grain Marketing Board Industry***(Section 79)*

IT is hereby notified that the Collective Bargaining Agreement set out in [the Schedule](#), which repeals the Employment Regulations, 1992, published in Statutory Instrument 211 of 1992, has been registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

**Schedule**

## INDEX TO AGREEMENT

<a href="#">1.</a>	Scope of application of agreement.
<a href="#">2.</a>	Alteration of agreement.
<a href="#">3.</a>	Definition of terms.
<a href="#">4.</a>	Administration of agreement.
<a href="#">5.</a>	Exemptions.
<a href="#">6.</a>	Agents.
<a href="#">7.</a>	Trade Union representation on the council.
<a href="#">8.</a>	Registers.
<a href="#">9.</a>	Grading, wages, and allowances.
<a href="#">10.</a>	Fringe benefits.
<a href="#">11.</a>	Hours of work: employees other than shift-workers.
<a href="#">12.</a>	Hours of work: shift-workers.
<a href="#">13.</a>	Conversion of rates.
<a href="#">14.</a>	Payment of overtime.
<a href="#">15.</a>	Deductions from wages.
<a href="#">16.</a>	Payment of wages.
<a href="#">17.</a>	Piece-work and work on a ticket system.
<a href="#">18.</a>	Reward Scheme and performance bonus.
<a href="#">19.</a>	Pension Scheme.
<a href="#">20.</a>	Funeral Scheme.
<a href="#">21.</a>	Housing Fund.
<a href="#">22.</a>	Medical Aid Scheme.
<a href="#">23.</a>	Travelling and subsistence allowances.
<a href="#">24.</a>	Subsistence allowances for drivers, fumigation and technical staff.
<a href="#">25.</a>	Collection/Selling point allowance (inputs and grain).
<a href="#">26.</a>	Allowance and meals for delivery employees and messengers.
<a href="#">27.</a>	Relocation/Disturbance allowance.
<a href="#">28.</a>	Acting/Responsibility allowance.
<a href="#">29.</a>	Tool allowance.
<a href="#">30.</a>	Night shift allowance.
<a href="#">31.</a>	Standby allowance.
<a href="#">32.</a>	Vacation leave.
<a href="#">33.</a>	Sick leave.
<a href="#">34.</a>	Compassionate/Special leave.
<a href="#">35.</a>	Maternity leave.
<a href="#">36.</a>	Nursing mothers.
<a href="#">37.</a>	Industrial holiday.
<a href="#">38.</a>	Contract and notice.
<a href="#">39.</a>	Duration of fixed term contracts.
<a href="#">40.</a>	Continuous service.
<a href="#">41.</a>	Long service awards.
<a href="#">42.</a>	Record of service.
<a href="#">43.</a>	Record of employees.
<a href="#">44.</a>	Protective clothing and uniforms.
<a href="#">45.</a>	Expenses of council.
<a href="#">46.</a>	Application of agreement.
<a href="#">47.</a>	Copy of agreement.
<a href="#">Annexure</a>	Grading matrix.

In accordance with the provisions of the Labour Act [*Chapter 28:01*], this agreement is made and entered into between the Grain Marketing Board of Zimbabwe (hereinafter referred to as "the employer "or employers' organisation"), of the one part, and the Grain Marketing Board Workers' Union (hereinafter referred to as "the employees" or "the trade union), of the other part, being parties to the National Employment Council for the Undertaking of Grain Marketing Board.

### 1. Scope of application of agreement

(1) The provisions of this agreement shall be observed by the employers and his or her employees within the GMB Industry and its subsidiaries, for whom wages are prescribed in this agreement.

(2) This agreement shall apply to all non-managerial employees in grades A1 to C3, both permanent and fixed term contract employees.

(3) This agreement shall also apply to employees under the GMB employee welfare facilities such as the guest lodge, sports club and staff canteens.

### 2. Alteration of agreement

If either party desires to alter the terms of the agreement, such party shall give one month's written notice to the Secretary of the Council. The notice shall give full details of the desired amendment and on receipt thereof, the Secretary shall immediately send a copy of the notice to the other party of the agreement. The proposed amendment shall be considered and voted upon at a meeting of the council held not later than three months after receipt of the notice by the secretary.

### 3. Definition of terms

(1) Any expression used in this agreement which are defined in the Labour Act [*Chapter 28:01*] as amended from time to time, and extended other than those defined in this clause, shall have the same meaning as in that Act, further, words importing masculine gender to include female gender unless inconsistent with the context.

**"Act"** means the Labour Act [*Chapter 28:01*] as amended from time to time;

**"agent"** means a person appointed by the Council to assist in giving effect to the terms of any agreement entered into by the parties to the Council;

**"allowances"** means transport allowances, and housing allowances or any allowances paid to an employee;

**"casual employee"** means an employee whose engagement is for a period of not more than six weeks in any four consecutive months;

**"continuous service"** means the total period of an employee's unbroken service with the employer as outlined in section 40 of this agreement;

**"Council"** means the National Employment Council for the undertaking of Grain Marketing Board;

**"day off"** means Sunday or that day in the week in place of Sunday on which an employee is not normally required to work;

**"day-shift"** means any shift which is not a night shift;

**"depot"** means any place established by the employer for carrying on any activity of the employer;

**"emergency work"** means work which must be performed immediately in the national interest, or in order to prevent harm to the employer's assets or the employees, or to nearby persons or property;

**"employer"** means the Grain Marketing Board, established in terms of the Grain Marketing Act [*Chapter 18:14*];

**"fixed term contract employee"** means a contract of employment with specified period of time/employment in line with section 12 (2) (b) of the Labour Act [*Chapter 28:01*];

**"fringe benefits"** means any form of compensation provided to employees outside of a stated wage or salary;

**"General Secretary"** means the General Secretary of the Council;

**"grade"** means a grade listed in the grading matrix in Annexure;

**"industrial holiday"** means any day prescribed as holiday in terms of section 37 of this agreement;

**"medical practitioner"** means a person registered as a medical practitioner by the Medical, Dental and Allied Professions Council or registered traditional medical practitioner;

**"night-shift"** means a shift the majority of hours of which fall between 8 p.m. and 5 a.m.;

**"overtime"** means any time worked outside the ordinary daily hours and paid in terms of section 14 of this agreement;

**"party"** means the employer's organisation or the trade union;

"**seasonal worker**" means an employee who is employed on a month-to-month contract basis for a period not exceeding eight months in any period of 12 months;

"**security guard**" means a uniformed employee who is employed to guard and protect the premises and any other movable or immovable property of the board;

"**task-work**" means a stated task which is set by the employer for an employee, and which has to be completed as a condition of earning a wage;

"**undertaking**" means, without in anyway limiting the ordinary meaning of the expression, the undertaking in which the employer and its employees are associated together for the purposes specified in section 23 of the Grain Marketing Board Act [*Chapter 18:14*];

"**wage**" means the earnings of an employee, but does not include any payment in respect of overtime or any bonus payment or other like benefits;

"**working day**" means any day other than a day off or an industrial holiday.

#### **4. Administration of agreement**

The Council shall be the body responsible for the administration of this agreement, and it may issue expressions of opinion not inconsistent with the provisions hereof for the guidance of the employer and employees and may delegate any of its duties or powers to its Executive Committee or to committees appointed by Council.

#### **5. Exemptions**

The Council may in its sole discretion and upon such terms and conditions as it may determine, grant exemption, in writing, from any of the provisions of this agreement to the parties concerned. Such exemption may be cancelled by the Council, at its discretion.

#### **6. Agents**

The Council may appoint specified persons to assist in giving effect to the terms of this agreement, and it shall be the duty of any employer or employee in the industry to permit such person to institute such inquiries and to examine such books or documents as may be necessary for ascertaining whether the provisions of the agreement are being complied with.

#### **7. Trade union representation on the Council**

It shall be the duty of the employer, provided that he or she has been notified, to give to those of his or her employees who are representatives and/or alternates of the Council every reasonable facility to attend to their duties in connection with the work of the Council and such representative and/or alternate shall not suffer any reduction in remuneration allowances.

#### **8. Register**

The Secretary to the Council shall maintain a register of the employer/s in the Undertaking and a record of the number of employees returned in terms of section 43.

#### **9. Grading, wages, and allowances**

(1) The employer shall place each permanent employee in the grade prescribed appropriate to his or her occupation as indicated in the Annexure, and shall pay wages to such employee of at least the amount prescribed in [the Schedule](#) below for the employee's grade and class, and no employee shall accept wages amounting to less than the amount prescribed for him or her.

**Schedule**  
**GRADING, WAGES, AND ALLOWANCES (PERMANENT EMPLOYEES)**  
(Section 9)

<b>Grade</b>	<b>Basic Salary (US \$)</b>	<b>Allowances 30% of Basic</b>	<b>Gross Salary</b>
A11	223,22	66,97	<b>290,19</b>
A12	271,45	81,43	<b>352,88</b>
A13	277,69	83,31	<b>361,00</b>
A14	284,08	85,22	<b>369,30</b>
A15	290,61	87,18	<b>377,80</b>
A16	297,15	89,14	<b>386,29</b>
A21	321,47	96,44	<b>417,91</b>
A22	326,89	98,07	<b>424,96</b>
A23	331,79	99,54	<b>431,33</b>
A24	336,77	101,03	<b>437,80</b>
A25	341,82	102,55	<b>444,37</b>
A26	346,95	104,08	<b>451,03</b>

A31	352,15	105,65	<b>457,80</b>
A32	357,43	107,23	<b>464,67</b>
A33	362,80	108,84	<b>471,64</b>
A34	368,24	110,47	<b>478,71</b>
A35	373,76	112,13	<b>485,89</b>
A36	379,37	113,81	<b>493,18</b>
B11	385,06	115,52	<b>500,58</b>
B12	390,83	117,25	<b>508,09</b>
B13	396,70	119,01	<b>515,71</b>
B14	398,68	119,60	<b>518,29</b>
B15	400,67	120,20	<b>520,88</b>
B16	402,68	120,80	<b>523,48</b>
B21	404,69	121,41	<b>526,10</b>
B22	406,71	122,01	<b>528,73</b>
B23	409,97	122,99	<b>532,96</b>
B24	413,25	123,97	<b>537,22</b>
B25	416,55	124,97	<b>541,52</b>
B26	419,89	125,97	<b>545,85</b>
B31	423,25	126,97	<b>550,22</b>
B32	426,63	127,99	<b>554,62</b>
B33	430,04	129,01	<b>559,06</b>
B34	433,48	130,05	<b>563,53</b>
B35	436,95	131,09	<b>568,04</b>
B36	440,45	132,13	<b>572,58</b>
B41	443,97	133,19	<b>577,16</b>
B42	447,52	134,26	<b>581,78</b>
B43	451,10	135,33	<b>586,44</b>
B44	454,71	136,41	<b>591,13</b>
B45	458,35	137,51	<b>595,86</b>
B46	462,02	138,61	<b>600,62</b>
B47	465,71	139,71	<b>605,43</b>
B51	465,71	139,71	<b>605,42</b>
B52	469,44	140,83	<b>610,27</b>
B53	473,19	141,96	<b>615,15</b>
B54	476,98	143,09	<b>620,07</b>
B55	480,80	144,24	<b>625,03</b>
B56	484,64	145,39	<b>630,04</b>
B57	488,52	146,56	<b>635,08</b>
C11	488,53	146,56	<b>635,09</b>
C12	492,43	147,73	<b>640,16</b>
C13	496,37	148,91	<b>645,28</b>
C14	500,34	150,10	<b>650,44</b>
C15	504,34	151,30	<b>655,64</b>
C16	508,38	152,51	<b>660,89</b>
C21	512,44	153,73	<b>666,18</b>
C22	516,54	154,96	<b>671,50</b>
C23	520,67	156,20	<b>676,88</b>
C24	524,84	157,45	<b>682,29</b>
C25	529,04	158,71	<b>687,75</b>
C26	533,27	159,98	<b>693,25</b>
C31	537,54	161,26	<b>698,80</b>
C32	540,22	162,07	<b>702,29</b>
C33	541,85	162,55	<b>704,40</b>
C34	543,47	163,04	<b>706,51</b>
C35	545,10	163,53	<b>708,63</b>
C36	546,74	164,02	<b>710,76</b>

(2) The grading, wages and allowances referred in [the Schedule](#) above, shall apply to permanent employees only. Wages, grading, and allowances for casual/task and fixed term contract employees shall be determined by the Council from time to time, and such conditions shall be a supplement to this agreement.



(3) An employee who, at the date of commencement of this agreement, is in receipt of a higher wage for his or her particular occupation than the wage prescribed in terms of this section shall, not by reason of this agreement, suffer any reduction in his or her wage, grading and allowances.

(4) On promotion to a higher grade, an employee shall be paid at least-

- (a) the wage which he or she last received prior to his or her promotion; or
- (b) the minimum wage prescribed for such grade whichever is the greater.

(5) An employee who is required to perform work in a lower grade than in which he or she is normally employed, shall be paid the wage applicable to the grade of work which he or she normally works.

(6) An employee who is required to perform work in a higher grade than that in which he or she is normally employed, shall be paid, in addition to his or her normal wage, either an acting or a responsibility allowance in respect of such higher grade.

(7) Where an operation performed by an employee is not specified in the Annexure-

- (a) the employer shall provisionally place the employee in a grade; and
- (b) the employer or employee shall notify the Secretary to Employment Council; and
- (c) the Secretary, after consultation with the Chairman of the Employment Council, shall determine an interim classification of the operation, which shall be subject to ratification by the Employment Council at its next meeting:

Provided that, if the interim classification by the Employment Council places the employee in a grade-

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

(8) The employer shall not reduce an employee's wage for anytime not worked if the employee was able and willing to work and was present at his or her place of work but the employer was unable or unwilling to furnish him or her with work.

## **10. Fringe benefits**

(1) In addition to the wages, and allowances provided in [the Schedule](#), permanent employees shall be given-

- (a) transport allowance of \$85,75 per month;
- (b) \$84,53 Urban housing allowance, \$36,75 Semi-urban allowance and \$18,38 Rural allowance, per month, depending on location of the employee;
- (c) monthly allocation of 1 x 50 kg bag of maize and 1x 2 kg of rice;
- (d) monthly canteen allocation of 1 x 5 kg maize meal.

(2) Contract employees shall be given-

- (a) monthly allocation of 1 x 20 kg bag of maize meal;
- (b) monthly canteen allocation of 1 x 5 kg maize meal.

(3) The above fringe benefits shall be subject to change from time to time as shall be deemed necessary by the parties.

## **11. Hours of work: employees other than shift-workers**

(1) Subject to section 11 (1), this section shall not apply to shift-workers.

(2) The ordinary hours of work for employees other than security guards shall not exceed 44 hours per week, with 30 minutes tea break and one-hour lunch break:

Provided that the ordinary hours shall not exceed 10 hours per day.

(3) The ordinary hours of work for security guards shall not exceed 48 hours per week:

Provided that the ordinary hours of work shall not exceed 12 hours in any period of 24 hours.

(4) The employer may request, but shall not require, an employee to work overtime, and shall, whenever

possible give 24-hours notice to such employee of such request:

Provided that an employee needed to render emergency work shall not decline requests to work overtime without reasonable excuse.

(5) Except in the case of emergency work, the employer shall not permit any employee to work more than 10 hours of overtime in any one week.

(6) Every employee shall receive at least one day off duty each week.

(7) An employee shall not be required to work on his or her day off, except in cases of emergency work, but no employee shall be required to work on his or her off days in successive weeks.

(8) The employer shall not require or permit any employees to work for a continuous period of more than five hours, without a break of at least 30 minutes:

Provided that such continuous period shall be deemed not to be broken by the break prescribed in subsection (9)

(9) The employer shall permit all employees to have a ten-minute break between the second and fourth hour after starting work.

## **12. Hours of work: shift-workers**

(1) Section 11 (4) to (7) and (9) shall apply to shift-workers.

(2) The ordinary hours of work for shift-workers shall not exceed 48 hours per week:

Provided that the ordinary hours of work shall not exceed 12 hours in any period of 24 hours.

(3) The employer shall not permit a shift-worker to work for a continuous period of more than five hours without a break of at least 15 minutes:

Provided that such continuous period shall be deemed not to be broken by the break prescribed in section 11 (9).

(4) The employer shall provide each shift-worker with a free beverage (tea) during the 15-minute break referred to subsection (3) or adequate facilities for preparing a beverage during the prescribed 15-minute break.

(5) No shift-worker shall be required to work two shifts in one day, except for the purposes of changing shifts or in a case of emergency work, and no employee shall commence work on the new shift until at least eight hours have elapsed after the completion of his or her previous shift.

(6) Nothing contained in this section shall confer any right to payment for overtime on any shift-worker who is required to work two shifts in one day for the purpose of changing shifts.

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

(8) A shift-worker who changed from night-shift to day-shift shall be placed on day-shift for a period at least equal to the period which he or she was on night-shift.

(9) A shift worker shall be paid a night-shift allowance to be agreed by both parties from time to time

## **13. Conversion of rates**

(1) For the purpose of converting a daily wage to hourly, weekly or monthly equivalents, the following computations shall apply-

- (a) to obtain the hourly equivalent to a daily wage, the daily wage shall be divided by the number of hours ordinarily worked in a day;
- (b) to obtain the weekly equivalent to a daily wage, the daily wage shall be multiplied by the number of days ordinarily worked in a week;
- (c) to obtain the monthly equivalent of a daily wage, the minimum wage specified in the First Schedule as appropriate to that employee shall be multiplied by-
  - (i) twenty-two in the case of employees who work a five-day week,
  - (ii) twenty-six in the case of employees who work a six-day week,
  - (iii) thirty in the case of salaried employees.

(2) The conversion rate shall apply to both permanent and contract employees.

## **14. Payment of overtime**

(1) The employer shall pay for overtime in excess of 15 minutes on any one day-

- (a) during the first five hours, at one and a half times the current hourly wage of the employee; and

(b) thereafter, at double the currently hourly wage of the employee.

(2) Notwithstanding subsection (1) the employer shall pay for overtime on a day off at double the current hourly wage of the employee.

(3) Notwithstanding subsection (2) and in addition to the payment prescribed in section 16 (2), the employer shall pay for overtime on an industrial holiday-

(a) during the ordinary hours of work for the day of the week on which the industrial holiday falls, at one and a halftime the current hourly wage of the employee;

(b) outside the hours of work for the day of the week on which the industrial holiday falls, at double the current hourly wage of the employee.

(4) Notwithstanding subsection (3) the employer shall, at any given point in time, pay overtime equivalent to 30% of an employee's basic salary per month. Excess overtime worked shall be converted to time off, which shall be granted to an employee by the employer on convenient times.

#### **15. Deductions from wages**

No deductions or set-off of any description shall be made or allowed from any remuneration due to an employee except-

(a) where an employee is absent without leave from work on days other than paid holidays or vacation leave, a *pro rata* amount of his or her wage only for the period of such absence; or

(b) where an employee has received an advance of remuneration due, the amount of such advance, up to an amount not exceeding 25 *per centum* of the gross remuneration owed;

(c) by a written stop-order for contribution to insurance policies, pension funds, medical aid societies or registered trade unions; or

(d) any amount which the employer is compelled by legal process to pay on behalf of an employee; or

(e) with written consent of an employee, for repayment of money lent by the employer on terms that have been mutually agreed to between the parties concerned;

(f) amounts to be recovered in respect of payments made in error on overpayment of wages.

#### **16. Payment of wages**

(1) The employer shall pay wages, at least one month, on or by the due date:

Provided that overtime, bonuses and allowances shall be paid at least once a month and within seven days of the due date.

(2) When the services of an employee are terminated, payment of all remuneration due shall be made within seven days after recovery of all amounts due to the employer.

(3) All remuneration shall be paid in cash, transfer or by cheque, and shall be accompanied by a wage-slip showing-

(a) the name and the grade (for those with grades) of employee; and

(b) the wage rate; and

(c) the amount of overtime; and

(d) bonus and allowances (if any); and

(e) deductions for absence without leave, or other deductions permitted in terms of section 15; and

(f) the net amount received by the employee; and

(g) the period for which payment is made; and

(h) banking details of the employee.

#### **17. Piece-work, and work on a ticket system**

The employer shall not give out and no employee shall perform, work on-

(a) a piece-work basis; or

(b) a ticket system.

#### **18. Reward scheme and performance bonus**

(1) Notwithstanding the provisions of section 16, the employer may operate a reward scheme whereby the remuneration of an employee in excess of the prescribed minimum wage and overtime, if any, may be determined by quantity of output or measurement of work performed.

(2) The Grain Marketing Board shall, in November each year, pay a bonus once a year to its permanent employees, equivalent to the 13th cheque.

(3) All staff will normally qualify for annual bonus. New employees with less than a year's service will be paid a *pro-rata* bonus from their date of engagement to end of December.

## **19. Pension Scheme**

(1) Employees shall be members of the GMB Pension Scheme or any applicable Pension Scheme in the industry which shall be agreed upon by parties to the Council.

(2) Subscriptions to the Pension Scheme shall be 18% employer contribution and 7% employee contribution, as shall be determined in terms of the Pension Rules and Regulations.

(3) Payment of pension benefits shall be in terms of the GMB Pension or any applicable Pension Scheme Pension Rules and Regulations.

## **20. Funeral Scheme**

(1) The Council shall establish a Group Funeral Scheme to assist members in the industry in times of bereavement.

(2) The employer shall contribute \$1,00, for non-managerial employees, while the employee contributes \$1,00, for immediate family members and an additional \$0,50, for each dependent up to a maximum of two, which shall be subject to change from time to time.

(3) For purposes of administration of the scheme, the Council shall put in place a Group Funeral Scheme Committee.

## **21. Housing Fund**

(1) Employees may be members of the GMB Housing Fund operating in the industry, however, such membership shall not be compulsory.

(2) Subscriptions to the Housing Fund shall be 2% Employer Contribution and 4% Employee Contribution, or as shall be determined by parties from time to time.

(3) The Housing Fund shall be for the purpose of assisting its members to acquire residential stands, and to build such stands.

(4) Benefiting from the Housing Fund by members shall be done through a set criterion as shall be determined by the set committees.

## **22. Medical Aid Scheme**

(1) Employees shall be members of the Medical Aid Scheme operating in the industry.

(2) Employees who join this scheme would contribute 20% while the Grain Marketing Board contributes 80% of the subscriptions.

(3) Medical Aid Benefit by members shall be administered independently from GMB by the Medical Aid Scheme Administrators, namely AGRIMED.

## **23. Travelling and subsistence allowances**

(1) an employee who is required to work at a place so far from his or her usual place of work as to necessitate his or her sleeping away from home shall be paid, in addition to his or her wage for the time during which he or she is away from home, either-

- (a) proved expenses for meals and accommodation reasonably and necessarily incurred by him or she; or
- (b) in respect of unproved expenses for employees who travel more than 60 km away from their workstations, the following allowances shall apply-
  - (i) breakfast \$15,00,
  - (ii) lunch \$15,00,
  - (iii) supper/dinner \$15,00,
  - (iv) accommodation \$45,00.

(2) Employee who travel away from home station for periods below five hours and are working within 60 km radius will claim \$4,00, per meal or may get lunch from depot/station canteens visited.

(3) Unproved travelling and subsistence allowance shall not be claimed for more than 14 days of being away from home station.

## **24. Subsistence allowances for drivers, fumigation and technical staff**

(1) Drivers, fumigation and technical staff working away from their depots, shall be entitled to-

- (i) day subsistence of \$12,00, for breakfast, lunch and for being away from workstation for 12 hours on GMB business during day time,
- (ii) night Subsistence of \$13,00, for accommodation and supper for 12 hours during the night,
- (iii) a total of \$4,00, per meal if claimed separately in cases where the employee is away from workstation for a period of less than 12 hours.

## **25. Collection/Selling point allowance (inputs and grain)**

(1) Collection/Selling point allowance of \$100,00, per month shall be applicable to employees who spend four days and above per month at the collection/selling point, inclusive of food expenses.

(2) If an employee spends less than four days per month at the collection/selling point, he or she shall be paid \$12,00, day subsistence and \$13,00, night subsistence allowances with meals included.

## **26. Allowances and meals for delivery employees and messengers**

(1) Allowances and meals for employees who deliver silo products and messengers shall be \$4,00, per person to cater for lunch only, and shall be paid to employees who will be away from their workstation for a period of not less than five hours per each day and if it coincides that employees are still away from home station during lunch hour.

## **27. Relocation/Disturbance allowance**

(1) An employee who is transferred to another depot/workstation, at the initiative of the employer, shall be entitled to 100% of his/her basic salary as relocation/disturbance allowance, which shall be paid through the normal payroll system.

## **28. Acting/Responsibility allowance**

(1) A permanent employee appointed to act in a post on a higher salary grade than the one he or she occupies, during the absence of the incumbent for a continuous period of not less than 12 days, and not exceeding 184 days, shall be paid acting/responsibility allowance.

(2) The acting/responsibility allowance shall be paid according to the following formula-

- (a) the difference between the salary of an acting incumbent and first notch of the position he or she is acting provided it is his or her next promotional grade;
- (b) where one is acting in a senior manager's position, the acting allowance will be paid out in accordance with paragraph (a) above. Only qualified personnel must fill Acting positions;
- (c) responsibility allowance shall be paid where an employee acts on a higher grade which is not their next promotional grade at 80% of difference between the grades involved.

## **29. Tool allowance**

Employees within the GMB, whose jobs require possession of a tools box, shall be paid a tool allowance equivalent to 10% of one's basic, for use of the personal tools box.

## **30. Night shift allowance**

A night shift allowance equivalent to 10% of one's daily hourly rate per shift shall be paid, through the payroll, to employees who work night shift, excluding security guards.

## **31. Standby allowance**

(1) Employees who are required to be on standby especially during public holidays, or period deemed necessary, shall be paid a standby allowance equivalent to 5% of one's basic salary.

(2) Standby allowance is applicable to technical and IT staff only and shall not apply to employees on short time work in other departments.

## **32. Vacation leave**

(1) Every employee shall accumulate vacation leave at the rate of two and half days for each month of continuous service up to a maximum accrual of 90 day's paid vacation leave.

(2) Where an employee is required to work on a day during which he or she would otherwise be on vacation leave, such day shall not count as part of his or her vacation leave and he or she shall be compensated by an equal number of days.

(3) An employee shall be entitled to proceed on vacation leave within six weeks of his or her application and only when such leave has been approved and authorised:

Provide that-

- (i) where undue hardship would be caused to the employer by reason of the short period between the employee's application for vacation leave and his or her proceeding on such leave, the employee shall

be entitled to proceed on vacation leave within nine weeks of his or her application,

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

(4) An employee proceeding on vacation leave shall, if he or she so requests-

- (a) receive his or her current wage for the period of such leave, prior to his or her going on leave; and
- (b) commute for cash any leave due to him or her, but not so as to exceed the number of days taken as leave, subject to availability of funds as may be deemed necessary from time to time.

(5) An employee whose services are terminated for any cause whatsoever, shall be paid the cash equivalent of any accumulated leave at the time of such termination.

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

(7) Upon reaching a ceiling of ninety days of vacation leave days, leave accumulation will cease and the employee will be required to proceed on such leave or commute for cash such leave.

(8) Vacation leave and sick leave shall not run concurrently. Any employee who becomes ill or is injured during a period of vacation leave may cancel his or her vacation leave and apply for sick leave.

### **33. Sick leave**

(1) An employee shall be entitled to sick-leave from the date of commencement of his or her employment.

(2) If an employee, whilst at work, claims to be unfit for work owing to sickness or accident, the employer shall grant such opportunities as may be necessary to enable such employee to be examined by a medical practitioner.

(3) Upon being medically examined, an employee shall obtain medical certificate stating-

- (a) whether or not he or she is fit for work; and
- (b) if he or she is not fit for work, the period for which he or she is likely to be unfit for work,

and shall produce such certificate when applying for sick leave to the employer.

(4) If an employee has obtained from a medical practitioner a certificate that he or she is unfit to work, he or she shall be paid his or her wage in full, by the employer whilst unfit for work for the period stated by the medical practitioner but not exceeding, in aggregate, ninety working days in any one year of service as prescribed by the Labour Act [*Chapter 28:01*].

(5) If an employee-

- (a) has been paid his or her wage in full, in terms of subsection (4) for a continuous period of 90 working days, or for a number of periods aggregating 90 working days, in any one year of service; and
- (b) is within that year of service, again certified by a medical practitioner as being unfit for work,

he or she shall be paid half his or her wage by his or her employer for such further period as the medical practitioner may certify him or her to be unfit, but not exceeding, in aggregate, ninety working days within one year of service.

(6) The employer shall be entitled to terminate the contract of employment on medical grounds upon fulfilment of the provisions of subsections (4) and (5).

(7) An employee shall not be entitled to the benefits of this section if his or her sickness was self-induced or his or her injury was wilfully self-inflicted due to failure to take reasonable precautions.

### **34. Compassionate/Special leave**

(1) Special leave on full pay not exceeding 12 days in a calendar year shall be granted by an employer to an employee-

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

(2) Such employee shall, upon his or her return produce official documentary evidence on headed paper or date-stamped and signed by the issuing authority, who shall be either a registered medical practitioner, hospital superintendent, district administrator, officer of the Zimbabwe Republic Police, district councillor, school headmaster, or a registered traditional medical practitioner that such special circumstances did exist.

### **35. Maternity leave**

(1) Unless more favourable conditions have otherwise been provided for in any employment contract or in any enactment, maternity leave shall be granted in terms of this clause for a period of 98 days on full pay to a female employee who has served for at least one year.

(2) On production of a certificate signed by a registered medical practitioner or State registered nurse certifying that she is pregnant, a female employee may proceed on maternity leave not earlier than the 45 day and not later than the 21st day prior to the expected date of delivery.

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

Provided that paid maternity leave shall be granted only once during any period of 24 months calculated from the day any previous leave was granted.

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

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

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

### **36. Nursing mothers**

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

(2) Notwithstanding subsection (1), the grant of breaks during normal working time to a female employee for the purpose of nursing her child shall be made in accordance with all the exigencies of her employment and nothing done to prevent any disruption of normal production process or any interference with the efficient running of an undertaking shall be in contravention of subsection (1).

(3) A female employee shall be entitled to the benefits under subsection (1) for the period during which she actually nurses her child or six months, whichever is the lesser.

(4) Any person who contravenes this clause shall be guilty of an unfair labour practice.

### **37. Industrial holidays**

(1) All days declared in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*] as public holidays shall be industrial holidays:

Provided that, when an industrial holiday falls on a Sunday, the following day shall be deemed to be an industrial holiday.

(2) Subsections (3) and (4) shall not apply to security guards and those on shift work.

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

(4) The employer shall not require an employee to work on an industrial holiday, except in cases of emergency work, in which case the employee shall be paid in terms of section 13 (3) in respect of time worked.

### **38. Contract and notice**

(1) The employer shall inform every employee, in writing, upon engagement of the nature of his or her contract, including-

- (a) his grade (where applicable); and
- (b) his wage and when it will be paid; and
- (c) the period of notice required to terminate the contract of employment; and
- (d) the hours of work; and

- (e) the details of any bonus or incentive scheme in operation (where applicable); and
- (f) provision for benefits during sickness; and
- (g) vacation leave; and
- (h) pension.

(2) Every contract of employment shall provide the following notice of termination of contract, which shall be given by either party-

- (a) three months for a contract without limit of time or for a period exceeding two years;
- (b) two months for a contract for a period exceeding one year but less than two years;
- (c) one month for a contract for a period exceeding six months but less than one year;
- (d) two weeks for a contract for a period exceeding three months but less than six months;
- (e) one day in the case of a contract for a period of less than three months or in the case of casual work or seasonal work.

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

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

(5) Any contract of employment which is for a stipulated period shall specify the date of commencement and the date of termination. Notice of termination shall also be applicable in terms of section 38 (2) of this agreement.

(6) The employer shall not terminate a contract of employment on notice unless-

- (a) the termination is in terms of an employment code or in the absence of an employment code, in terms of the model code made under section 101 of the Labour Act [*Chapter 28:01*]; or
- (b) the employer and employee mutually agree in writing to the termination of the contract; or
- (c) the employee was engaged for a period of fixed duration or for the performance of some specific service; or
- (d) pursuant to retrenchment, in accordance with section 12C of the Labour Act [*Chapter 28:01*].

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

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

during which notice of termination of the contract to be given by either party may be one week in the case of casual work or seasonal work or two weeks in any other case.

(8) Whenever an employee has been provided with accommodation directly or indirectly by his or her employer the employee shall not be required to vacate the accommodation before the expiry of a period of one month after the period of notice specified in terms of clause 38 (2) or (7).

(9) Notwithstanding clause 38 (2) or (7), the parties to any contract of employment may, by mutual agreement, waive the right to notice:

Provided that where the termination is at the initiative of the employer, the employee shall have a right to payment for period corresponding to the appropriate period of notice required in terms of clause 38 (2) or (7).

### **39. Duration of fixed term contracts**

A fixed term contract employee shall be employed for a minimum duration of one month renewable up to 24 months. With effect from 1st April, 2017, any fixed term contract employee who shall be employed in that capacity for a period exceeding 24 consecutive months shall be deemed to be a permanent employee from the date of his or her initial engagement.

### **40. Continuous service**

(1) Continuous service shall mean the total period of an employee's unbroken service with the employer.

(2) An employee who is discharged and re-engaged by the employer, after a period of two months of such discharge shall be deemed to have broken his or her continuous service. Continuous service shall also be deemed to be broken by the death, resignation, retirement or discharge of the employee concerned.

(3) A period of absence without the permission of the employer or a period of absence between discharge and re-engagement, shall not be taken into consideration in calculating any benefits due to the employee.

### **41. Long service awards**



(1) The employer shall pay such long service awards as parties may fix from time to time to those employees who have completed five, ten, fifteen, twenty, twenty-five, thirty and thirty-five years of continuous service.

#### **42. Record of service**

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

(2) The record of service supplied by the employer to the employee shall specify the period of service by the employee and the occupation in which he or she was employed.

#### **43. Record of employees**

(1) The employer shall keep records for employees for whom wages are prescribed in this agreement, which shall reflect the following-

- (a) -
  - (i) employment number, and
  - (ii) full name, and
  - (iii) grade and occupation, and
  - (iv) date of engagement, and
  - (v) wage rate, and
  - (vi) daily and total number of hours worked, and
  - (vii) amount of overtime, and
  - (viii) bonus and allowances, and
  - (ix) deductions from wages and,
  - (x) gross and net wages, and
  - (xi) date of payment and signature of recipient;
- (b) these records shall be kept at the establishment at all times and shall be made available for inspection by a Council Designated Agent at any time on demand;
- (c) such records shall be kept for a period of not less than three years.

(2) The employer shall pay all remuneration, including wages, overtime, and allowances at least once every month and by not later than the last day in each month:

Provided that the employer shall pay wages-

- (a) weekly in case of weekly paid employees and by not later than Saturday; and
- (b) fortnightly paid employees and not later than each alternate Saturday.

(3) When an employee's services are terminated, payment of all remuneration due shall be made immediately, unless the service of such employee is terminated summarily, when a payment shall be made within two weeks of the termination of service.

(4) Wages and benefits payable to any employee or to his or her estate in terms of this clause shall not form part of or be construed as a retrenchment package, which an employee is entitled to where his or her employment has been terminated as a result of retrenchment in terms of section 12C of the Act, as amended from time to time.

(5) All remuneration shall be paid in cash/transfer or, at the option of the employee, by cheque, and shall be accompanied by a written statement-

- (a) the name and grade of the employee; and
- (b) the wage rate; and
- (c) the total number of hours worked; and
- (d) the amount of overtime; and
- (e) deductions for absence without leave, or other deductions permitted in terms of [clause 15](#); and
- (f) bonus and allowances; and
- (g) the net amount received by the employee.

#### **44. Protective clothing and uniforms**

(1) The employer shall supply free of charge, bi-annually in each calendar year-

- (a) two pairs of overalls/work suits, a pair of safety shoes, dust musks and a carrier' caps to each employee engaged in manual work, bi-annually;
- (b) a pair of safety shoes and three dustcoats to each supervisor; and at least one raincoat, a pair of gloves, two pairs gumboots and two pairs of long sleeved overalls to each sanitary work, bi-annually;
- (c) a respirator, earmuffs/plugs, safety goggles and chemical respirators to employees who work in dusty areas, noisy areas, or in areas where there is a danger to the eye of flying objects or to fumigator. Replacement of these, shall be on a need basis.

(2) The employer shall supply, free of charge; to each security guard every item of uniform applicable to his or her rank specified by the employer to be worn for the satisfactory performance of his or her duties and shall provide waterproof caps or other suitable protective clothing for use by every security guard who, in the course of his or her duties, is habitually exposed to inclement weather.

(3) Protective clothing supplied to employees shall remain the property of the employer if the employer is responsible for mending, washing, and otherwise maintaining such clothing.

(4) Protective clothing supplied to an employee shall become the property of the employee after six months of service if the employee is responsible for mending, washing and otherwise maintaining such clothing:

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

(5) Subject to subsections (2), (3) and (4) an employee who-

- (a) fails to return such clothing issued in terms of subsection (1) on resignation, retirement or discharge; or
- (b) loses such clothing, due to his or her own negligence; shall be liable for the cost of replacement, and the employer shall recover such amount from any moneys due to the employee.

(6) When the employer recovers the cost of replacement of clothing from an employee in terms of subsection (5), due allowance for fair wear and tear shall be made in the assessment of such cost.

#### **45. Expenses of the Council**

(1) For the purposes of meeting the expenses of the Council the employer shall each month make a deduction equivalent to 1.5 percent from basic wages of each of his or her employees for whom wages are prescribed in this agreement.

(2) To the amount so deducted in terms of subsection (1), the employer shall contribute an equivalent amount.

(3) On or before the seventh of each month in respect of the previous month's contributions, the employer shall forward to the Secretary all monies payable in accordance with the provision of subsections (1) and (2), together with a statement in the form prescribed by the Council. Such statement shall be endorsed as a "nil" return where an employer does not employ any employees from whose wage deductions are due.

(4) If payment is made by the 15<sup>th</sup> of the following month in respect of the previous month's contributions and deductions, interest shall be chargeable at a rate which shall be 5% of the total outstanding contributions.

(5) Where an employer fails to forward to the Secretary all moneys payable in terms of subsections (1), (2), (3) and (4), court action shall be taken to recover the money. Such action shall be issued from the Magistrates Court in Harare and shall include amounts, which are beyond the jurisdiction of the Magistrates Courts.

#### **46. Application of agreement**

(1) No employee may waive the provisions of this agreement, whether or not the said provisions create a benefit to or an obligation upon the employer or employee concerned. Each provision shall create a right or obligation, as the case may be, independently of the existence of other provisions.

(2) Should any of this agreement be declared *ultra vires* by any competent court of law, the remaining provisions of the agreement shall be deemed to be the agreement, and shall remain in force for the unexpired period of this agreement.

#### **47. Copy of agreement**

(1) The employer shall exhibit a copy of this agreement and all amendments thereto in a place easily accessible to every employee.

(2) No person shall, without lawful cause, alter, deface or remove, or cause to be altered, defaced or removed, a copy of this agreement, save on the instruction of the council carrying out responsibilities under subsections (1) and (2).

#### *Declaration*

The employer and the trade union, having arrived at the agreement set forth herein, the undersigned hereby declare that the foregoing is the agreement arrived at and affix their signatures hereto.

**Annexure**  
**JOB GRADING MATRIX**  
(Sections 3 and 9 (7))

BAND	GRADE	SUB GRADE	GENERAL MANAGER	CORPORATE SERVICES & ADMINISTRATION	OPERATIONS DIVISION	FINANCE DIVISION	NORTON STOCKFEEDS
C	C UPPER	C 3	HR Systems Operator		Depot Assistant in Charge	Cashier; Accounting Assistant Inputs; Accounting Assistant Assets; Accounting Assistant Ledgers; Accounting Assistant Region	Cashier, Accounting Assistant
C	C LOWER	C 2			Pest Control Supervisor; Lab Technician; Depot Assistant;		Warehouse Assistant; Quality Assurance Assistant; Stores Assistant
C	C LOWER	C 1	Human Resources Assistant;	Administration Assistant	Handyman Motor Mech; Handyman Electrical; Handyman Mechanical;		Handyman Mechanical
B	B UPPER	B 5			Handling Supervisor In Charge		
B	B UPPER	B 4			Handling Supervisor; Processing/Shift Supervisor;		
B	B LOWER	B 3	Personal Driver (GM); Accounts Clerk - Housing	Bus Driver	Heavy Vehicle Driver; Depot Accounts Clerk - ; Accounts Clerk-Live site	Accounts Clerk Debtors; Accounts Clerk Creditors; Accounts Clerk Ledgers; Accounts Clerk Payroll; Accounts Clerk Budgets; Accounts Clerk Treasury; Accounts Clerk Assets; Accounts Clerk Central Stores; Accounts Clerk Inputs; Accounts Clerk Region	Accounts Clerk
B	B LOWER	B 2	Filing Clerk (GM); Filing Clerk-HR; Receptionist; Switchboard Operator;	Pool Driver; Caretaker, Executive Driver;	Shipping & Distribution Clerk; Operations Clerk; Silo Operator; Depot Clerk; Sergeant; Clerk/Typist / Receptionist; Stores Clerk Technical;	Procurement Clerk; Inputs Clerk	Administration Clerk; Sales Clerk; Distribution Clerk; Clerk/Typist / Receptionist
B	B LOWER	B 1		Registry / Archives Clerk / Duplicator;	Corporal; Journeyman Ass Electrical; Journeyman Ass Mechanical; Stack builder;		Weighmaster
A		A 3		Sanitary Worker, Internal Messenger / Cleaner, External Messenger - Motorbike	Shunter, Prober, Security Guard, Carrier, Messenger, Fumigation Assistant,		Forklift Operator

A		A 2	General Hand - Training Centre	General Hand / Tea maker	General Hand, Lab Assistant, Grains Grader,	General hand(Stores)	
A		A1		-	-	-	

## **S.I. No. 248 of 2018: Collective Bargaining Agreement: Insurance Industry\***

(Section 80)

IT is hereby notified, in terms of section 80 of the Labour Act [*Chapter 28:01*], that the Minister of Labour and Social Welfare, has approved the publication of the Collective Bargaining Agreement set out in [the Schedule](#) which amends the agreement published in Statutory Instrument 146 of 2016.

The agreement has been registered in terms of section 79 of the Act.

### **Footnotes**

\* [S.I. No. 248 of 2018](#) is to be read in conjunction with [S.I. No. 146 of 2016](#).

## **Schedule NATIONAL EMPLOYMENT COUNCIL FOR THE INSURANCE INDUSTRY**

### COLLECTIVE BARGAINING AGREEMENT: INSURANCE INDUSTRY

#### COST OF LIVING ADJUSTMENT

For the period 1st August, 2018 to 31st December, 2018

This agreement is made in terms of the Labour Act [*Chapter 28:01*] between the Insurance Employers Association of Zimbabwe (IEAZ) (the employers association), on the one part, and the Insurance Employees Union of Zimbabwe (ZIEU) (the trade union), on the other part, being parties to the National Employment Council for the Insurance Industry (NECII).

This supplementary agreement is made in terms of the National Employment Council for the Insurance Industry Principal Agreement (Statutory Instrument 146 of 2016).

Pursuant to the Collective Bargaining Agreement for the period 1st January, 2018 to 31st December, 2018, the parties met in July to August, 2018, to review changes in economic conditions and agreed as follows-

1. That with effect from 1st August, 2018, companies/employers in the Insurance Industry award a Cost of Living Adjustment (COLA) of 2% salary increase on minimums across the grades A1 to C3.
2. That with effect from 1st August, 2018, companies/employers in the Insurance Industry award a Cost of Living Adjustment (COLA) of 2% salary increase based on basic salaries for NEC employees in grades A1 to C3 who have not received any salary awards in 2018.
3. Companies/Employers who may have already given awards based on basic salaries to their employees during the year 2018 may set-off this NEC COLA agreement against increases already given at the company level.
4. Companies/Employers that are not able to award this COLA should apply for exemption to the NEC within a month from the date of this agreement. Such applications should be accompanied by appropriate and relevant financial statements.
5. Companies/Employers that are able to pay more are encouraged to do so and to advise the NEC of such awards.
6. Companies/Employers are reminded to remit NEC levies as required by the law.

#### *Table of minimums*

Grade	All-inclusive minimum Effective 01-01-2018	All-inclusive minimum Effective 01-08-2018
A1	\$603,13	\$615,19
A2	\$615,20	\$627,50
A3	\$627,50	\$640,05
B1	\$658,87	\$672,05
B2	\$678,64	\$692,21
B3	\$699,00	\$712,98
B4	\$740,94	\$755,76

B5	\$815,03	\$831,33
C1	\$896,53	\$914,46
C2	\$986,18	\$1 005,90
C3	\$1 084,80	\$1 106,50

*Declaration*

Parties having arrived at the Agreement on 27th August, 2018, set forth herein, the undersigned officers of the National Employment Council for the Insurance Industry (NECII) hereby declare that the forgoing is the Agreement arrived at and affix their signatures hereto.

P. T. BVUMBE  
Council Chairperson

C. MASUKUME  
For: Insurance Employers Association of Zimbabwe (IEAZ)

M. HUNGA  
For: Insurance Employees Union of Zimbabwe (ZIEU)

P. ZINDOVA  
Council Secretary

**S.I. No. 251 of 2018: Collective Bargaining Agreement: National Employment Council for Zimbabwe Schools Development Associations and Committees**

IT is hereby notified, in terms of section 80 of the Labour Act [*Chapter 28:01*] that the Minister of Labour and Social Welfare has approved the publication of the Collective Bargaining Agreement registered in terms of section 79 of the Act, set out in [the Schedule](#).

**Schedule**

This agreement made and entered into in accordance with provisions of the Labour Act [*Chapter 28:01*] between Zimbabwe Schools Development Associations and Committees (herein referred to as the "employers" or the "the employers association"), of the one part and the National Education Union of Zimbabwe (herein referred to as the "employees" or the "the trade union"), of the other part, being parties to the National Employment Council for Zimbabwe Schools Development Associations and Committees in Government and Council run schools.

The parties agreed to a 25% increment on the minimum wage on a sliding scale, raising the minimum wage for Schedule 1A from \$200 to \$250, Schedule 2A from \$215 to \$269 and Schedule 3A from \$225 to \$281.

1. Notwithstanding the date of signature or publication hereof, this agreement shall be deemed to have come into operation on the 1st of August, 2018.

2. Schools Development Associations/Committees employers with employees earning salaries above the minimum per grade stipulated in the tables below should not reduce salaries for their employees, however only when financial incapacity is established at the workplace, should they apply for exemption.

3. Housing and transport allowance to be negotiated at Works Council level, where disputes arise, the disputes are to be referred to the NEC ZSDA/C.

4. Schools Development Associations/Committees already paying their employees above the stipulated minimum wages shall continue to do so.

5. Schools Development Associations/Committees employers that are not able to award these increases should apply for exemption accompanied by financial statements appropriate for the period in line with the law.

6. The employer shall be responsible for deducting and remitting statutory dues to the respective accounts for-

- (i) Employment Council for Zimbabwe Schools Development Associations and Committees (NEC ZSDA/C),
- (ii) National Education Union of Zimbabwe (NEUZ),
- (iii) Zimbabwe Schools Development Associations and Committees (ZSDA/C).

7. Interpretation of grades:

*Grade Occupation*

- 1 General worker, cleaner, field worker, poultry attendant.
- 2 Swimming pool attendant, launderer, leading hand, assistant office orderly, water attendant, hostel aid, waiter.
- 3 Driver (class 3), office orderly, clerk class 1, assistant cook, boiler attendant, child minder, welder class 4, tractor driver, nurse aid.
- 4 Driver (class 4), senior office orderly, clerk class 2, machine operator, security guard, senior waiter, handy person, welder class 3.
- 5 Telephone/Switchboard operator, receptionist/clerk, typist/clerk class 3, tuck-shop keeper, welder class 2, driver class 2, head/grounds supervisor, security supervisor.
- 6 Driver (Class 1), cook, caretaker.
- 7 Rehabilitation assistant, assistant house keeper, art room assistant.
- 8 Housekeeper, assistant librarian, laboratory assistant, mechanic, plumber, electrician, welder class 1, builder, carpenter, painter, head cook/chef.
- 9 Secretary (clerical), farm manager, matron/boarding master.
- 10 Accounts clerk/Bookkeeper (class 4).
- 11 Untrained teacher/trainer, lecturer/tutor/coach/journeyman/librarian, ECD teacher.
- 12 Bursar/accounting officer, senior bookkeeper, administrator, sports director.
- 13 Accountant (experienced), occupational therapist, physio-therapist, speech therapist.

8. Interpretation of wage schedules:

Schedule 1 "A" and "B" are for schools which are charging school levies between \$10,00 and \$35,00.

Schedule 2 "A" and "B" are for schools which are charging school levies between \$36,00 and \$60,00.

Schedule 3 "A" and "B" are for schools which are charging school levies from \$61,00 and above.

Schedule 1 "B", 2 "B", 3 "B" are for employees with national diplomas/qualification recognised by the relevant Ministry.

**Schedule A**

Grade	Schedule 1A		Schedule 2A		Schedule 3A	
	1-4 years plus	5 years plus	1-4 years plus	5 years plus	1-4 years plus	5 years plus
	US\$	US\$	US\$	US\$	US\$	US\$
1	250	263	269	281	281	295
2	260	273	279	293	293	306
3	270	284	290	304	304	319
4	282	295	301	316	316	332
5	293	307	313	329	329	345
6	305	319	326	342	342	359
7	317	332	339	356	356	374
8	329	344	353	371	371	388
9	342	358	367	385	385	404
10	355	372	382	400	400	420
11	369	388	397	416	416	437
12	384	402	413	433	433	455
13	400	418	429	451	451	473

**Schedule B**

Skilled workers with a national diploma/professional qualification recognised by the relevant ministry.

Grade	Schedule 1B		Schedule 2B		Schedule 3B	
	1-4 years plus	5 years plus	1-4 years plus	5 years plus	1-4 years plus	5 years plus
	US\$	US\$	US\$	US\$	US\$	US\$
8	453	476	490	513	513	538

9	472	495	509	534	534	559
10	491	515	529	554	554	577
11	511	536	561	577	577	602
12	531	559	572	600	600	614
6	553	581	594	624	624	655

*Declaration*

Memorandum of Agreement for the Collective Bargaining Agreement made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*] of 1996, between Zimbabwe Schools Development Associations and Committees (ZSDA/C) (herein referred to as "the employer" or the "employer's organisation"), and the National Education Union of Zimbabwe (NEUZ) (herein referred to as "the employees" or "trade union"), having arrived at the agreement set forth herein the undersigned hereby declare that the foregoing is the agreement arrived at and affix their signatures therein.

Signed at Harare on behalf of the parties this Monday 20th August, 2018.

CLAUDIO MUTASA,

ZSDA/C President,

*on behalf of Zimbabwe Schools Development Associations and  
Committees (ZSDA/C).*

CDE KENNIAS. SHAMUYARIRA,

NEUZ General-Secretary,

*on behalf of National Education Union of Zimbabwe (NEUZ).*

**S.I. No. 254 of 2018: Collective Bargaining Agreement: Tobacco (Grading Sector) Industry**

*(Section 80 (1))*

IT is hereby notified that the Minister of Public Service, Labour and Social Welfare has, in terms of section 80 (1) of the Labour Act, published the Collective Bargaining Agreement as set out in [the Schedule](#), which was registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

**Schedule**

**NATIONAL EMPLOYMENT COUNCIL FOR THE TOBACCO INDUSTRY**

COLLECTIVE BARGAINING AGREEMENT: GRADING SECTOR WAGES

This agreement is made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*] between the Grading Employers' Association (hereinafter referred to as "the employers"), of the one part, and the Zimbabwe Tobacco Industrial Workers' Union (hereinafter referred to as the "trade union"), of the other part, being parties to the National Employment Council for the Tobacco Industry.

This agreement is endorsed by the trade union and employers in the spirit of good faith, and shall be deemed to have come into effect on 1st July, 2018, and is applicable up to 31st October, 2018.

The minimum wage for the Grading Sector is pegged at US\$198,00 (one hundred and ninety-eight dollars) per month with effect from 1st July, 2018.

In addition, it has been agreed by the employment council that this does not preclude employers and employees at company level works council to improve on conditions of service.

It was further agreed that employers shall deduct NEC levies of 0.5% of basic wage from employees they would be employing at any given time and remit them to the NEC together with the employer's contribution of 0.5%.

*Declaration*

The employer's association and the trade union, having arrived at the agreement set forth above, the undersigned hereby declare that the foregoing is the agreement arrived at and affix their signatures hereto.

Signed at Harare this 7th day of August, 2018.

G. MARILLIER,

for: the Employers.

E. SIBANDA,

General Secretary ZTIWU.

T. ZIMONDI,

Chairman of the Council.

**S.I. No. 2 of 2019: Collective Bargaining Agreement: Food and Allied Industries (Meat, Fish, Poultry, Abattoir and Meat Processing Sub-sector)\***

(Section 80)

The agreement has been registered in terms of section 79 of the Labour Act.

**Schedule**

NATIONAL EMPLOYMENT COUNCIL FOR THE FOOD AND ALLIED INDUSTRIES (MEAT, FISH, POULTRY, ABATTOIR AND MEAT PROCESSING SUB-SECTOR)

COLLECTIVE BARGAINING AGREEMENT: FOOD AND ALLIED INDUSTRIES (MEAT, FISH, POULTRY, ABATTOIR AND MEAT PROCESSING SUB-SECTOR)

Made and entered in accordance with the Labour Act [*Chapter 28:01*], as amended from time to time between the Employers Association of the Meat, Fish, Poultry, Abattoir and Meat Processing (hereinafter referred to as the "employers"), of the one part, and the Meat, Fish, Poultry, Abattoir and Meat Processing Workers Union (hereinafter referred to as the "employees"), of the other part, being parties to the National Employment Council for the Food and Allied Industries (Meat, Fish, Poultry, Abattoir and Meat Processing Sub-sector).

The Collective Bargaining Agreement for the Food and Allied Industries (Meat, Fish, Poultry, Abattoir and Meat Processing Sub-sector), published in Statutory Instrument 85 of 1998, is amended by the parties as follows-

The Employers Association of the Meat, Fish, Poultry, Abattoir and Meat Processing and Meat, Fish, Poultry, Abattoir and Meat Processing Workers Union met on the 13th of July, 2018, and agreed to set the duration of fixed term contract as follows-

1. The maximum duration of consecutive fixed term contracts for the Meat, Fish, Poultry, Abattoir and Meat Processing Sector shall be five years thereafter the employee shall be deemed to have become an employee on a contract without limit of time.
2. The period between any two consecutive fixed term contracts, which shall render the continuous period broken is two months.
3. Clauses 1 and 2 shall apply with effect from 1st January, 2016, for employees who are currently employed on fixed term contracts.

Signed at Harare, on behalf of the employees and employers on this 13th day of July, 2018.

MALINI MPANGO,

General Secretary for the National Employment Council for the Food and Allied industries.

ZVITENDO MATSIKA,

For: Meat, Fish, Poultry, Abattoir and Meat Processing Employers Association.

SIKHUMBUZO SITHOLE,

For: Meat, Fish, Poultry, Abattoir and Meat Processing Workers' Union.

TANDI RUKOMBWE,

For: Meat, Fish, Poultry, Abattoir and Meat Processing Employers Association.

SIRETA DAMBANEVANA,

For: Meat, Fish, Poultry, Abattoir and Meat Processing Workers' Union.

EVERISTO MAPONGA,

For: Meat, Fish, Poultry, Abattoir and Meat Processing Workers' Union.



GIVEMORE NYARUMWE,  
For: Meat, Fish, Poultry, Abattoir and Meat Processing Employers Association.

MUREHWA MUMBIRE,  
For: Meat, Fish, Poultry, Abattoir and Meat Processing Workers' Union.

SIMBA FAMBIRA,  
For: Meat, Fish, Poultry, Abattoir and Meat Processing Workers' Union.

GIFT MAONEKA,  
For: Meat, Fish, Poultry, Abattoir and Meat Processing Workers' Union.

### **Footnotes**

\* [S.I. No. 2 of 2019](#) is to be read in conjunction with [S.I. No. 156 of 2018](#).

## **S.I. No. 6 of 2019: Collective Bargaining Agreement: Cement and Lime and Allied Industry**

(Section 79)

IT is hereby notified that the Collective Bargaining Agreement set out in [the Schedule](#), which replaces further the agreement published in Statutory Instrument 352 of 1999 has been registered in terms of the Labour Act [*Chapter 28:01*].

### **Schedule NATIONAL EMPLOYMENT COUNCIL FOR THE CEMENT AND LIME AND ALLIED INDUSTRY**

WAGE INCREASE AGREEMENT: NATIONAL EMPLOYMENT COUNCIL FOR THE CEMENT AND LIME AND ALLIED INDUSTRY

Wage increase agreement made in accordance with the provisions of the Labour Act [*Chapter 28:01*], between the Cement and Lime and Allied Employers Association of Zimbabwe (hereinafter referred to as "the employer" or "the employers' organisation") and the Cement and Lime and Allied Workers' Union of Zimbabwe (hereinafter referred to as "the employees" or "the trade union") being parties to the National Employment Council for the Cement and Lime and Allied Industry of Zimbabwe.

NATIONAL EMPLOYMENT COUNCIL FOR CEMENT AND LIME AND ALLIED INDUSTRY

Wages and Salaries Progression Table for 2017 to December 2018

<i>Grade</i>	<i>Negotiated for 1st Jan - 31st Dec 2017 with a 2% increase</i>	<i>Negotiated for 1st Jan - 31st Dec 2018 with a 2% increase</i>
A1	345,28	355,57
A2	353,91	364,46
A3	362,76	373,57
B1	373,64	384,77
B2	384,85	396,32
B3	396,40	408,21
B4	408,29	420,46
B5	426,05	438,75
C1	501,99	516,95
C2	668,90	688,83
C3	899,50	926,31
C4	1 108,46	1 141,49

#### **NOTES**

1. The minimum wages for the negotiating period of 1st January, 2018 to 31st December, 2018, reflect a two comma nine-eight *per centum* (2.98%) increase on the December, 2017 minimums incorporating the grade differentials adjustment.
2. Irrespective of the date of its signing by the parties, this agreement shall be deemed to have come into operation on the 1st of January, 2018.
3. The parties agreed that they will meet if deemed necessary to review the position enunciated in clause (1) above guided by material changes, if any, to the macro and/or micro determinants.

## Declaration

Having considered the macro and micro challenges facing the industry, parties have agreed to effect a 2,98% increase with effect from 1st January, 2018.

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

Signed at Harare in April, 2018.

VICTORIA HUNGWE,  
Representing the Employers

MANDLA SIBANDA,  
Representing the Trade Union  
JOHN LIFE TUNGAMIRAI MAWIRE,  
Independent Chairman

### **S.I. No. 7 of 2019: Collective Bargaining Agreement: National Employment Council for the Cement and Lime and Allied Industry**

(Section 79)

#### **Schedule**

#### COLLECTIVE BARGAINING AGREEMENT: NATIONAL EMPLOYMENT COUNCIL FOR THE CEMENT AND LIME AND ALLIED INDUSTRY

This collective bargaining agreement, made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*], between the Cement and Lime and Allied Employers Association of Zimbabwe (hereinafter referred to as "the employers" or "the employers' organisation"), on the one part, and the Cement and Lime and Allied Workers' Union of Zimbabwe (hereinafter referred to as "the employees" or "the trade union"), on the other part, being parties to the National Employment Council for the Cement and Lime and Allied Industry, to lay down certain conditions of service in the Cement and Lime and Allied Industry of Zimbabwe.

#### ARRANGEMENT OF CLAUSES

- [1.](#) Title and operation.
  - [2.](#) Application.
  - [3.](#) Interpretation.
  - [4.](#) Grading and wages.
  - [5.](#) Hours of work: employees other than shift workers.
  - [6.](#) Hours of work: shift workers.
  - [7.](#) Short-time working.
  - [8.](#) Conversion of rates.
  - [9.](#) Payment of overtime.
  - [10.](#) Standby allowance.
  - [11.](#) Deductions.
  - [12.](#) Payment of wages.
  - [13.](#) Cooked meals.
  - [14.](#) Piece work, task work, and work on a ticket system.
  - [15.](#) Incentive production schemes.
  - [16.](#) Special provisions: learners.
  - [17.](#) Subsistence allowances.
  - [18.](#) Vacation leave.
  - [19.](#) Industrial holidays.
  - [20.](#) Benefits during sickness.
  - [21.](#) Maternity leave.
  - [22.](#) Contract and notice.
  - [23.](#) Continuous service.
  - [24.](#) Record of service.
  - [25.](#) Health and safety.
  - [26.](#) Gratuities on termination of employment.
  - [27.](#) Copy of agreement and notice.
  - [28.](#) Declaration.
- [First Schedule](#) Grading and wages.  
[Second Schedule](#) Gratuities.  
[Third Schedule](#) Service allowance.

## 1. Title and operation

(1) This agreement may be cited as the Cement and Lime and Allied Industry Collective Bargaining Agreement.

(2) This agreement shall operate from the date on which the parties agreed to it.

## 2. Application

This agreement shall apply to-

- (a) all employers in the Cement and Lime and Allied Industry; and
- (b) all employees in that industry engaged in any occupation listed in the First Schedule; in the area of Zimbabwe.

## 3. Interpretation

In this agreement-

**"afternoon shift"** means any shift which is not a night shift but begins after noon and ends before midnight;

**"casual employee"** means an employee employed by an employer for not more than a total of six weeks in any four consecutive months;

**"cement and lime and allied industry"** means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and employees are associated together for the purposes of-

- (a) extraction of raw materials, quarrying limestone and manufacture and packing of cement and lime and allied products;
- (b) distributing, wholesale, any of the products described in [paragraph \(a\)](#) when carried out in addition to such extraction or manufacturing and includes all processes incidental thereto;

**"continuous service"** means the total period of an employee's unbroken service with an employer in terms of [clause 22](#);

**"contract worker"** means an employee who is engaged for a specific period, project or task; whereby any contract of employment in respect of a contract worker shall include-

- (a) a time period, which shall specify the starting and terminating dates of that period;
- (b) a project or task, shall establish a clear understanding of both parties as to the beginning and ending of the task, and no further period of notice shall be required, except when the contract is to be terminated before the agreed date;

**"Council"** means the National Employment Council for the Cement and Lime and Allied Industry of Zimbabwe;

**"day off"** for six day shift workers means Sunday or that day in the week in place of Sunday on which an employee is not normally required to work;

**"day-shift"** means any shift which is neither a night nor an afternoon shift;

**"due date"** means the normal pay date which is accepted practice in the industry;

**"emergency work"** means work which must be performed immediately in order to prevent harm to the plant or the employees, or to near-by persons or properties and to prevent interruption to production or dispatch;

**"grade"** means a grade listed in the First Schedule;

**"industrial holiday"** means any day prescribed as a paid holiday in terms of [clause 19](#);

**"labour-overseer"** means an employee who, in addition to his or her own specific duties, may be required to supervise one or more gang-bosses and employees in any other lower grades;

**"leading hand"** means an employee who, in addition to his or her own specific duties, may be required to direct the work of employees in lower grades in specific areas;

**"learner burning plant operator"** means an employee employed as a burning plant operator but who is not qualified to take shift, save for the purpose of obtaining promotion in terms of [clause 4 \(8\)](#);

**"learner milling plant operator"** means an employee employed as a Milling Plant Operator but who is not qualified to take shift, save for the purpose of obtaining promotion in terms of [clause 4 \(8\)](#);

**"medical practitioner"** means any person who is legally permitted to practice as a medical practitioner in Zimbabwe;

**"night-shift"** means a shift which falls between 8:00 p.m. and 5:00 a.m.;

**"overtime"** means any time worked outside ordinary weekly hours;

**"piece work"** means any system by which earnings are calculated wholly on the quantity or output of work done, irrespective of the time spent in such work;

**"recognised licence"** means a blasting licence issued in terms of the Explosives (Licensing and use) Regulations, 1970, published in Government Notice 535 of 1970;

**"senior leading hand"** means an employee who, in addition to his or her own specific duties, may be required to direct the work of employees in specific areas;

**"shift worker"** means an employee who on starting or dismissing from work, replaces another employee or is replaced by another employee;

**"stand-by"** means the period during which in addition to his or her ordinary hours of work, an employee is obliged to be available when called out;

**"task-work"** means the setting by an employer to an employee of stated task to be completed as a condition of earning a wage;

**"ticket system"** means a system whereby an employee is engaged at a wage calculated by reference to the completion of a ticket of an agreed number of days worked or recorded based on the number of days worked;

**"union"** means the Cement and Lime and Allied Workers Union of Zimbabwe;

**"wage and salary"** means the earning of an employee, but does not include any payment in respect of overtime or any bonus or other like benefit;

**"working day"** means any day other than a day off or an industrial holiday.

#### 4. Grading and wages

(1) Every employer shall place each employee in a grade appropriate to his or her occupation, and shall pay a wage to such employee of at least the amount prescribed as the current minimum for the occupation of the employee, and no employee shall accept a wage amounting to less than that amount.

(2) An employee who, at the date of commencement of this agreement, is in receipt of higher wage for his or her particular occupation than the wage prescribed as the current minimum shall not, by reason of this agreement, suffer any reduction in his or her wage.

(3) On promotion to a higher grade, an employee shall be paid not less than-

- (a) the wage which he or she last received prior to his or her promotion; or
- (b) the minimum wage, prescribed for such grade; whichever is the greater.

(4) An employee who is required to perform work in a lower grade than that in which he or she is normally employed shall be paid the wage applicable to the grade of work that he or she normally performs.

(5) An employee who is required to perform work in a higher grade than that in which he or she is normally employed shall be paid the wage applicable to such higher grade for each hour or part of an hour spent working in that higher grade.

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

- (a) the employer shall provisionally place the employee in a grade; and
- (b) the employer or the employee shall notify the secretary to the Council and within six months the employer shall compile a job description and evaluate the job;
- (c) the results of the evaluation shall be forwarded to the Council through the chairman which shall be subject to ratification by the next Council meeting:

Provided that, if the interim classification by the employer or the final classification by the Council places the employee in a grade-

- (a) higher than the employee's current grade, he or she shall be paid not less than the minimum wage prescribed for such higher grade, with effect from the date upon which he or she commenced performing the operation concerned; or

- (b) lower than the employee's current grade, the current incumbent shall on a Personal to Holder (PTH) basis be paid the wage he or she was receiving prior to the evaluation.

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

(8) Where an employer engages a learner burner or learner miller, the continuous service in his or her occupation with any previous employer, as certified in the record of service, of the learner burner or learner miller shall be deemed, for the purpose of determining the wage payable in terms of subclause (1), to be continuous service with the first-mentioned employer.

(9) Where an employer has placed a job in a grade higher than the Council, it shall not be lawful to lower that grade.

## **5. Hours of work: employees other than shift-workers**

- (1) The ordinary hours of work for employees, shall not exceed 45 per week:

Provided that the ordinary hours of work shall not exceed-

- (a) nine hours per day for employees who work a five day week;
- (b) eight hours fifteen minutes per day on five days and three hours 45 minutes on the sixth day for employees, including employees on stand-by duty, who work on a six day week.

(2) An employer may request, but shall not require, an employee to work overtime, and shall, whenever possible give 48 hours notice to such an employee of such a request:

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

(3) Except in the case of emergency work, no employer shall permit an employee to work more than 60 hours, ordinary time and overtime included, in any one week.

(4) Every employee shall receive not less than 24 continuous hours of rest each week either on the same day of every week or on a day agreed by the employer and the employee.

(5) An employee may not be required to work on his or her day off, except in cases of emergency work, but no employee shall be permitted to work on his or her days off in successive weeks.

(6) No employer shall permit an employee, other than a security guard, to work for a continuous period of more than five hours without a break of at least 30 minutes:

Provided that such continuous period shall be deemed not to be broken by a break of less than 30 minutes.

## **6. Hours of work: shift-workers**

- (1) The provisions of clauses 5 (3) to (6) apply to shift-workers.

(2) Except where better conditions exist, the ordinary hours of work for shift-workers shall not exceed 195 per month provided that-

- (a) three hours overtime shall be allowed to complete the continuity of the shift system;
- (b) for a five day week, the ordinary hours of work shall not exceed nine in any period of 24 hours;
- (c) for a six-day week, the ordinary hours of work shall not exceed eight on five days and five on the sixth day in any period of 24 hours, except for the purpose of changing shifts.

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

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

(4) An employee who works between the hours which fall between 8:00 p.m. and 5:00 a.m. shall be paid a night shift allowance of ten *per centum* of his or her hourly wage for the hours worked by him or her.

(5) No employee shall be required to work two shifts in one day, except for the purpose of changing shifts or in the case of emergency work, and no employee shall commence work on the new shift until at least eight hours have elapsed after the completion of his or her previous shift.

(6) Nothing contained in this clause shall confer any right to payment for overtime on any shift-worker who is required to work two shifts in one day for the purpose of changing shifts.

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

(8) A shift-worker who is changed from night-shift to day-shift or afternoon shift shall be placed on day-shift or afternoon shift for a period at least equal to the period during which he or she was on night shift, unless, he or she otherwise agrees.

(9) A shift-worker who works a three-shift system shall be paid a shift allowance of ten *per centum* of his or her hourly wage for the period that he or she has been on shift.

(10) Subject to subclause (4), a shift worker rotating on a two-shift system of day and afternoon shifts only shall be paid an allowance of five *per centum* of his or her hourly wage for the hours worked by him or her.

(11) Every shift worker shall be entitled to not less than 24 continuous hours of rest each week either on the same day or on a day agreed by the employer and employee.

## **7. Short-time working**

(1) No employer shall place all or some of his or her employees on short-time working without the prior written approval of the Works Council, Council or the Minister responsible for labour, who may approve that the employees be placed on short-time working for a period to be determined by him or her if he or she satisfied that-

- (a) it is economically necessary for the establishment to work short-time; and
- (b) the establishment will be able to resume normal working hours within the foreseeable future; and
- (c) it would not be in the interests of the employees to be discharged.

(2) The employer shall give at least one week's notice to each employee concerned of the requirement to work short-time; and the following procedure shall be adopted-

- (a) the employer shall give in writing a notice of his or her intention to place employees on short-time working giving his or her reasons; and
- (b) the employer shall, prior to beginning negotiations give written notice to the Union indicating that it will begin negotiations with the Works Council regarding short-time working:

Provided that during such negotiations, the Workers' Representative members of the Works Council may invite participation of a Union Official in an advisory capacity; and

- (c) after an agreement reached at the Works Council the matter shall then be notified to the Council and the Minister.

(3) Notwithstanding the provisions of [clause 21](#), the employee may, at any time during the one week's notice referred to in subclause (2), give his or her employer notice of termination of his or her contract of employment as from the time when short-time working is to start.

(4) During a period of short-time working, an employee shall be paid for not less than the hours worked by him or her:

Provided that no employee shall receive less than two-thirds of his or her current weekly wage.

(5) Written approval issued under the provisions of subclause (1) shall state-

- (a) the name and address of the employer; and
- (b) the class or classes of employees affected,

and the employer shall return such authority to the Minister upon resumption of normal hours of work.

(6) An employer shall give his or her employees at least one working day's notice of resumption of normal hours of work.

## **8. Conversion of rates**

(1) For the purpose of converting an hourly wage to-

- (a) the daily equivalent, the hourly wage shall be multiplied by the number of hours ordinarily worked in a day;
- (b) the weekly equivalent, the hourly wage shall be multiplied by the number of hours ordinarily worked in a week;
- (c) the fortnight equivalent, the weekly wage shall be multiplied by two;
- (d) the monthly equivalent, the weekly equivalent shall be multiplied by four and one third.

(2) In any calculation under this clause, any fraction of a dollar shall be taken as a dollar.

## 9. Payment of overtime

(1) The employer shall pay for overtime in excess of 15 minutes in any one week at one and a half times the employee's current wage.

(2) Notwithstanding the provisions of subclause (1), the employer shall pay for overtime on a day off at double the employee's current hourly wage.

(3) Notwithstanding the provisions of subclause (1), and in addition to the payment prescribed in [clause 19 \(2\)](#), the employer shall pay at double the current hourly wage of the employee for all hours worked on an industrial holiday.

## 10. Standby allowance

Whenever an employee is called upon to under-take standby duties, the employer shall pay a standby allowance of 20% of the daily rate for the period that the employee is on standby:

Provided that where better conditions prevail, it shall not be lawful to lower such conditions.

## 11. Deductions

(1) No deduction or set-off of any description shall be made or allowed from any remuneration, other than a bonus, due to an employee, except-

- (a) where an employee is absent without leave from work on days other than paid holidays or vacation leave, a *pro rata* amount of wages only for the period of such absence; or
- (b) by a written stop-order for contributions to insurance policies, pension funds or medical aid societies; or
- (c) any amount which the employer is compelled by law or legal process to pay on behalf of an employee including union dues;
- (d) deductions made in terms of [clause 13 \(2\)](#); or
- (e) with written consent of the employee, previously obtained, for rent, water, electricity charges, relating to accommodation provided by the employer; or
- (f) where a levy is raised by the employer for fuel consumed by an employee housed in a hostel, irrespective of whether the levy is raised as a separate item or as an element in the composite rental; or
- (g) amounts recovered for payments made in error or overpayment of wages; or
- (h) with the written consent of the employee, previously obtained-
  - (i) in respect of money owing for goods or amenities supplied or services rendered by the employer, or
  - (ii) in respect of repayment of money, including interest, if any, thereon, lent by the employer:

Provided that the goods have not been purchased or the amenities or service rendered at the direction or dictation of the employer and that the total deductions in terms of this clause shall not exceed 25% of the gross remuneration due to the employee concerned.

(2) In the event of the termination of a contract of employment, the employer may make a deduction from the terminal benefits due to the employee, of the balance of any money owing to the employer in terms of subclause (1) (a), (b), (c), (d), (e), (f), (g) and (h).

## 12. Payment of wages

(1) Every employer shall pay wages to each employee, weekly or monthly, as the case may be, on or by due date:

Provided that payments for overtime, bonuses and allowances shall be made to each employee, weekly or monthly, as the case may be, on or before the next due date.

(2) When the services of an employee are terminated, payment of all terminal benefits due shall be made on the last working day and where the services of such employees are terminated summarily, payment shall be made

within fourteen working days of the termination of service.

(3) All remuneration shall be paid in cash or by cheque, or by direct deposit into a bank or building society and shall be accompanied by a wage-slip showing-

- (a) the name and grade of the employee; and
- (b) the wage rate; and
- (c) the total number of hours worked; and
- (d) the amount of overtime; and
- (e) bonus and allowances; and
- (f) deductions for absence without leave or other deductions permitted in terms of [clause 11](#); and
- (g) the net amount received by the employee; and
- (h) the accumulative pension contribution; and
- (i) the period for which payment is made.

(4) Notwithstanding the provisions of subclause (3), the Minister may, on application by an employer, authorise such employer to use some other means of informing his employees of the make-up of their remuneration.

### **13. Cooked meals**

(1) Where an employer supplies meals he must display the cost of such meals in a prominent position in the canteen.

(2) An employee who voluntarily accepts such meals may have the cost of such meals deducted from his or her wages.

(3) The employer shall provide all employees with free beverages, or adequate facilities for preparing a beverage during the prescribed fifteen-minute break, provided that where the working environment is not conducive to having meals, a suitable environment shall be provided.

### **14. Piece-work, task-work and work on a ticket system**

No employer shall give out, and no employee shall perform, work on-

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

### **15. Incentive production schemes**

(1) Notwithstanding the provisions of [clause 14](#), an employer may operate an incentive production scheme whereby the remuneration of the employee in excess of the minimum wage and overtime, if any, may be determined by quantity of output or measurement of work performed.

### **16. Special provisions: learners**

(1) An employer may employ a learner in any position.

(2) An employer shall not employ a learner for more than-

- (a) twelve weeks in the case of occupations listed in grades A2 to B1; and
- (b) in the case of all other grades, twenty-four months.

(3) A learner shall be paid-

- (a) not less than his or her current wage; or
- (b) the minimum wage for grade A1; or
- (c) half the minimum wage for the grade of the occupation in which he or she is a learner; whichever is the greater.



(4) No employee shall be a learner in the same occupation more than once.

(5) A learner who, on or before the expiry of the period referred to in subclause (2) (a) and (b), as the case may be, fails to reach the minimum level of competency or to maintain the rate of progress required by an employer in the occupation which he or she is learning may have his or her learnership terminated, and shall then return to his or her former grade and wage or, in the case of a learner recruited from outside the service of an employer, may have his or her services terminated.

## 17. Subsistence allowances

(1) An employee who is required to work so far from his or her usual place of work as to necessitate his or her sleeping away from home shall be conveyed to and from such place at the employer's expense, and shall be paid, in addition to his or her wages for the time during which he or she is away from home.

(2) All necessary proved accommodation, travelling and subsistence expenses; or in the case of unproved expenses, not less than-

- (a) half of the current rate of the nearest two star hotel per night in respect of night accommodation; and
- (b) 2 per centum of the current A1 minimum per meal.

## 18. Vacation leave

(1) Vacation leave shall accrue to an employee at the rate of-

- (a) 22 and 24 working days *per annum* for employees on a five and six-day working week, respectively; and
- (b) subject to the employer's right to make appropriate adjustments where the company's leave condition is better than that stipulated herein, one additional day for every five years of continuous service:

Provided that for purposes of calculating leave, Saturdays, Sundays and Public Holidays shall not be included.

(2) In determining the amount of vacation leave which has accrued to an employee on termination of service, any portion of a month exceeding two weeks shall be regarded as a full month.

(3) Except with the consent of the employer, no employee shall be entitled to take vacation leave during his or her first year of continuous service.

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

Provided that-

- (a) where undue hardship would be caused to the employer, the employee shall be entitled to proceed on leave within nine weeks of his or her application thereof;
- (b) where an establishment has an annual shut-down, employees may be required to take their vacation leave during this shut-down.

(5) An employee proceeding on vacation leave shall, unless he or she otherwise elects, receive his or her current wage for the period of such leave prior to his or her going on leave.

(6) An employee who has accumulated vacation leave may, with the consent of the employer, elect to be paid cash *in lieu* of any vacation leave or portion of any vacation leave, in addition to his or her normal wage, in place of proceeding on such leave:

Provided that the employee shall also proceed on leave for a period at least equal to the period taken *in lieu*.

(7) Every employee whose employment is terminated by himself or herself or by the employer for any reason whatsoever, shall be entitled to be paid the cash equivalent of any accrued leave.

(8) Any period of vacation leave taken by an employee in terms of this clause, or any sick-leave granted in terms of [clause 20](#) shall be counted for the purpose of calculating further leave:

Provided that any period of vacation leave or sick-leave, whether paid or not, granted by an employer, which is in excess of the requirements of this clause may, at the discretion of the employer, not be counted for the purpose of calculating further leave.

(9) An employee may, with the consent of the employer, accumulate paid vacation leave of up to 90 calendar days, provided that if an employee is granted only a portion of the accrued leave, he or she may be granted the remaining portion at a later date without forfeiting any such accrued leave.

(10) Where an employee has no vacation leave accrued, he or she may be granted vacation leave without pay.

(11) Special leave on full pay not exceeding 12 days in a calendar year shall be granted by an employer to an employee-

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

## **19. Industrial holidays**

(1) All days declared in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*] as public holidays shall be industrial holidays.

(2) Subject to the provisions of subclause (3), every employee shall be granted leave of absence on industrial holidays and shall be paid the current daily wage for every industrial holiday.

(3) An employer may require an employee to work on any industrial holiday, in which case he or she shall be paid in terms of [clause 9](#) in respect of time worked, in addition to the payment prescribed in subclause (2).

## **20. Benefits during sickness**

(1) If any employee claims to be unfit for work owing to sickness, the employer shall grant the employee such time off as may enable such employee to be medically examined.

(2) Upon being medically examined, an employee shall obtain a medical certificate stating-

- (a) whether or not he or she is fit for work; and
- (b) if he or she is not fit for work, the period for which he or she is likely to be unfit for work; and shall produce such certificate on his or her return to work.

(3) If an employee has obtained from a medical practitioner a certificate that he or she is unfit for work, he or she shall be paid wages by the employer whilst unfit for work for the period stated by the medical practitioner, but not exceeding, in aggregate, 90 working days in any year of service.

(4) If any employee who has been in continuous service for 13 months or more-

- (a) has been paid his or her wage in terms of subclause (2) for a continuous period of 90 working days, or for a number of periods aggregating ninety working days in any one year of service; and
- (b) is, within that year of service, again certified by a medical practitioner as being unfit for work,

he or she shall be paid half his or her wages by the employer for such further period or periods as the medical practitioner may certify him or her to be unfit, but not exceeding, in aggregate, 90 working days within any one year of service.

(5) The employer shall be entitled to terminate the contract of employment upon fulfillment of the clauses of (3) and (4).

(6) An employee shall be entitled to the benefits of this clause unless his or her sickness was willfully self-induced or his or her injury was willfully self-inflicted.

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

(8) A certificate issued by a State Registered Nurse or a suitably qualified person shall be accepted in place of a medical certificate when no medical practitioner is available.

(9) The provisions of subclause (7) shall apply to an employee-

- (a) who is receiving the benefits prescribed in subclauses (3) and (4) but who would be working short-time if he or she were not sick; or
- (b) who qualifies to receive the benefits prescribed under subclause (3) whilst short-time is being

worked.

(10) When an establishment returns to normal working hours, employees receiving sick-benefits reduced in terms of subclause 9 shall receive thereafter the full benefits prescribed in this clause.

(11) The provisions of subclauses (3) to (5), (8) and (9) shall not apply to any employee whose sickness or injury is covered by the National Social Security Authority Act [*Chapter 17:04*] or the State Service (Disability Benefits) Act [*Chapter 16:05*] or any other enactment relating to compensation.

## 21. Maternity leave

(1) Unless more favourable conditions have otherwise been provided for in any employment contract or any enactment, a female employee who is pregnant and who furnishes her employer a certificate signed by a registered medical practitioner or "State Registered Nurse" certifying that the birth of the child is likely to take place within the next 45 days, shall at her request, be granted maternity leave from a date specified by her for 90 days, under the following conditions as may be applicable to her case-

- (a) she shall, in addition to receiving all her normal benefits payable by the employer, be entitled to one hundred *per centum* of her normal pay which shall be payable as and when it would have been regularly paid, had she not gone on such maternity leave;
- (b) where a female employee who has benefited from the provisions of [paragraph \(a\)](#) fails, for any reason other than death or dismissal by the employer to return to the employer's service for a period at least as long as that during which she was on maternity leave and on terms not less favourable than she enjoyed prior to going on such leave, she shall be liable for repayment to the employer of all the wages and benefits she received from the employer in consideration of such leave;
- (c) the frequency of paid maternity leave that the female employee may take in terms of this agreement shall not exceed once every twenty-four months and total of 3 times with respect to her total service to any one employer.

(2) Section 18 of the Labour Act [*Chapter 28:01*] provides further that-

- (a) during the period when a female employee is on maternity leave her normal benefits and entitlements including her rights of seniority or advancement and the accumulation of pension rights, shall continue uninterrupted in the manner in which they would have continued had she not gone on such leave and her period of service shall not be considered as having been interrupted, reduced or broken by the exercise of her right to maternity leave;
- (b) A female employee who is the mother of a suckling child, shall during each working day, be granted at her request at least one hour or two half-hour periods as she may choose during normal working hours, for the purpose of nursing her child, and such employee may combine the portion or portions of time to which she is entitled with any other normal break so as to constitute longer periods that she may find necessary or convenient for the purpose of nursing her child. The period of suckling the child shall not exceed six months.

## 22. Contract and notice

(1) An employer shall inform every employee, in writing upon engagement, of the nature of his or her contract, including-

- (a) his or her grade; and
- (b) his or her wage and when it will be paid; and
- (c) provision for accommodation; and
- (d) the period of notice required to terminate the contract of employment; and
- (e) the hours of work; and
- (f) the details of any bonus or incentive production scheme in operation; and
- (g) provision for benefits during sickness; and
- (h) provision for vacation leave.

(2) Notice of termination of the contract of employment to be given by either party in writing shall be-

- (a) three months in the case of a contract without limit of time or a contract for a period exceeding two years;
- (b) two months in the case of a contract for a period exceeding one year but less than two years;
- (c) one month in the case of a contract for a period exceeding six months but less than one year;

- (d) two weeks in the case of a contract for a period of six months or less in the case of casual work or seasonal work:

Provided that the parties to any contract of employment may, by mutual agreement, waive the right to notice.

(3) Subject to the provisions of [clause 20 \(5\)](#) no employer shall give notice of termination of contract to an employee with more than one month of continuous service when the employee is on sick-leave.

(4) Except by mutual agreement, in writing, neither the employer nor the employee shall give notice of termination of contract when the employee is on vacation leave.

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

(6) Subject to the provisions of [clause 18](#), an employee who has given or received notice to terminate his or her employment shall, upon termination of his or her employment, be paid such leave-pay as may have accrued to him at the date of termination.

(7) Any contract of employment, which is for a stipulated period, shall specify the date of commencement and the date of termination thereof, and no further notice to terminate the contract shall be required from either party.

### **23. Continuous service**

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

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

(2) In calculating any benefits in terms of clauses 4, 18, 20 and 26, there shall not be taken into consideration any period of absence-

- (a) without the permission of the employer; or
- (b) between discharge and re-engagement; of less than two months.

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

(4) An employee who has completed two or more years of continuous service shall be entitled to be paid a service allowance in terms of the Third Schedule.

(5) The service allowance shall be calculated by increasing the employee's actual rate of pay with effect from the anniversary of his or her commencing employment by the appropriate *per centum* specified in the second column of the Third Schedule according to the employee's length of service as referred to in the first column of that schedule:

Provided that, if an employee is paid by the previous owner a gratuity in terms of [clause 26](#) in respect of his or her service with that owner, gratuity payable by the new owner on death, resignation or discharge of such employee may be reduced by the amount of the gratuity paid by the previous owner.

### **24. Record of service**

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

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

### **25. Health and safety**

(1) In this clause, the following terms and expressions shall have the meanings stated herein-

**"safe work"** means a work environment free from occupational hazards;

**"OHS"** means Occupational Health Safety;

**"PPE"** means Personal Protective Equipment; and

**"H&S"** means Health and Safety.

(2) The employer shall ensure that workplaces are safe as far as reasonably practicable and that substances are without risk as far as reasonably practicable.

(3) The employer shall provide adequate PPE wherever an employee is habitually exposed to safety hazard or inclement weather as a last resort to hazard control.

(4) PPE so issued shall-

- (a) remain the property of the employer if he or she is responsible for mending, washing and otherwise maintaining such clothing; and
- (b) become the property of the employee after three months continuous service if he or she is responsible for mending, washing and otherwise maintaining such clothing.

(5) The employer shall provide facilities for emergencies and accidents including first aid.

(6) All employees shall fulfill OHS obligations, while worker's representatives co-operate with the employer in OHS.

(7) The employer shall place priority in controlling hazards on the engineering controls at the source of the hazard and where this is not possible, administration controls will be used.

(8) Where deemed necessary, technical advisers may be brought in to assist in OHS by mutual agreement.

(9) No employer shall dismiss an employee, reduce pay or alter their conditions of employment because they believe that the employee has given information to the state, complied with a lawful prohibition or acted in terms of H&S law.

(10) Where there are reasonable grounds for believing that his or her life is in danger, the employee shall inform his or her supervisor and, if necessary the Health and Safety Committee which shall promptly make appropriate recommendations to the employer.

(11) Every employee shall have the right to remove himself or herself from work where there is reasonable cause to believe that his or her life is endangered until adequate measures are taken to protect their health and safety.

(12) Every workplace shall have a H&S representative and/or a safety Committee to inspect and monitor work environments and make appropriate recommendations to-

- (a) periodically review the work environment;
- (b) identify major problems;
- (c) to evolve and prioritise effective actions and evaluate them;
- (d) to make necessary recommendations in terms of this clause.

(13) All the activities of a H&S representative shall be done in ordinary working hours during paid time.

(14) All workers shall be entitled to paid educational leave for all health and safety training and shall carry out H&S activities during paid time.

(15) The employer shall provide at his or her expense, regular occupational health checks; such checks shall not include any form of testing for HIV/AIDS or sexually transmitted diseases.

(16) No employer shall conduct pre-employment HIV tests on a prospective employee.

(17) Occupational Health checks shall be related to work exposures and shall be carried out-

- (a) on engagement; or
- (b) on job transfer; or
- (c) regularly and often as required; or
- (d) before termination of employment e.g. retrenchment, retirement or termination for other causes.

(18) An employee who is injured in the course of his or her employment and who is unable to continue in his or her previous job shall receive all necessary job re-training at company expense and his or her rehabilitation shall include-

- (a) job security and job transfer where the employee is unable to perform his or her prior job; or
- (b) re-training for the new job placement; or
- (c) where the worker cannot be placed in a job, early retirement on medical grounds in terms of an appropriate pension scheme.

## **26. Gratuities on termination of employment**

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

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

(3) Notwithstanding the provisions of subclauses (1) and (2), no gratuity shall be payable under this clause if the employer has made provisions for employees by a pension or gratuity scheme, registered as a fund in terms of the Pension and Provident Funds Act [*Chapter 24:09*], which provides for benefits which are not less favourable than those prescribed in this clause.

## **27. Copy of agreement and notice**

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

(2) Every employer shall exhibit a notice, in the form set out, showing the number of ordinary working hours per week and the normal daily times of starting and times of finishing work in his or her establishment for each class or group of employees, and the industrial holidays to be observed.

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

## **28. Declaration**

The Cement and Lime and Allied Employers' Association of Zimbabwe representing all employers in the Cement and Lime and Allied Sectors, and the Cement and Allied and Lime "Workers Union" of Zimbabwe representing all the employees in the industry, having arrived at the agreement set forth herein, the undersigned hereby declare that the foregoing is the agreement arrived at, and effective from the date of agreement by the parties, affix their signatures hereto.

Signed:

E. PASHI,  
Acting Chairman National Employment Council,  
for the Cement and Lime and Allied Industry.

M. NGONDO,  
Secretary General,  
Cement and Lime and Allied Industry Workers Union

C. J. SIBANDA,  
Secretary,  
Cement and Lime and Allied Employers Association.

### **First Schedule GRADING AND WAGES** (*Clauses 2, 3 and 4*)

#### **Classification of occupations in grades**

Paterson Grade A1

Ablution block attendant

Ablution block cleaner

Air vent/chalk packer

Assistant bricklayer

Casual

Contract worker - General Labour

Cook  
Dryer assistant  
General cleaner/Sweeper  
General hand/Labourer  
Groundsman/Gardener  
Inlet feeder  
Mixing and bagging packer  
Office orderly  
Roof cleaner  
Stores general hand  
Truck loader  
Washbay attendant  
Paterson Grade A2  
Ablution block attendant  
Artisan assistant  
Assistant kettle operator  
Assistant + cornice form plant  
Assistant boiler operator  
Assistant Neut' g F/Plant operator  
Assistant vermiculite plant operator  
Bar spillers assistant  
Belt attendant  
Bins attendant  
Board/Cornice inlet minder  
Board/Cornice outlet receiver  
Brick moulder  
Bulk assistant  
Canteen attendant  
Cement mill attendant  
Cement mill belt attendant  
CLO 718 attendant  
Coal Mill Attendant  
Compressor attendant  
Control room pump attendant  
Conveyor belt attendant  
Cook/Cleaner  
Cooler attendant  
Corporal  
Crusher attendant  
Drill BIT sharpener  
Driller assistant

Driller attendant  
Driver (Tractor Honey Sucker)  
Driver (Transport)  
Driver Class 4  
Feed attendant  
Furnace attendant  
General labourer  
General stores assistant  
Guillotin operator  
Hammer mill attendant  
Intake conveyor attendant  
Jnr clerical assistant (Admin)  
Jnr clerical assistant (Stores)  
Journeyman's assistant  
Kiln drawer  
Leaching F/Plant assistant operator  
Leading hand (Admin)  
Leading hand (Village)  
Limestone intake hopper attendant  
Lorry crew  
Messenger/Cleaner  
Mixing and bagging packer  
Moulder  
Plasters assistant  
Platform attendant  
Plumber's assistant  
Pool attendant  
Pumpman  
Quarry face lasher  
Rotary dryer furnace stoker  
Sales operator  
Sampler  
Sampler weigh bridge operator  
Secondary driller  
Senior messenger  
Shuttle conveyor operator  
Silo attendant  
Skip loader  
Stores attendant/assistant  
Swimming pool attendant  
Tea maker  
Tool room attendant



Transferring table operator  
Truck levelers  
Water pump attendant  
Wayroll attendant  
Winch operator  
Paterson Grade A3  
AA plant operator  
Artisan assistant  
Assistant boiler operator  
Assistant fence erector  
Assistant to bulk driver  
Bag checker  
Belt operator/Attendant  
Boiler operator  
Brick cutting machine operator  
Bricklayer builder assistant  
Bulk loader operator  
Bus conductor  
Cera pump operator  
Compressor operator  
Constable  
Constable  
Constable/Dog handler  
Control room pump attendant  
Conveyor attendant  
Cooler chain operator  
Crusher operator  
Drill Rig operator  
Dryer operator  
Feed operator  
Fence erector/Repairer  
Fitters' assistant  
Fly spray operator  
Fuel attendant  
General stores attendant  
Grinding mill operator  
Jack Hammer operator  
Jack Hammer operator  
Limestone intake hop attendant  
Limestone intake sampler  
Loader/packer

Nurse Aide  
Packer operator  
Packing machine operator  
Packing plant checker  
Plant Lubricants/Greaser  
Platform operator  
Raw materials attendant  
Rig operator  
Screw operator  
Service bay assistant  
Sewerage attendant  
Sewerage operator  
Shunter  
Silo packer operator  
Skip hoist operator  
Slag dryer operator  
Snowlime manufacturer  
Special manufacturer assistant  
Stacker operator  
Stores assistant  
Superfine white packer  
Taveroalin attendant  
Telephone faultsman  
Tipper operator  
Tool room assistant  
Trainee roto packer  
Transval operator  
Truck driver assistant  
Weighbridge operator  
Winch operator  
Paterson Grade B1  
Assistant dryer operator  
Barman  
Bowser assistant  
Bricklayer (unskilled)  
Clerical assistant  
Handyman's assistant  
Head messenger  
Noduliser controller  
Plasterer (unskilled)  
Rotary dryer furnace stoker  
Sampler

SFW packer  
Skilled worker learner electrician  
Skilled worker learner engineering  
Stoker  
Tractor driver  
Transferring table operator  
Weighbridge clerk  
Paterson Grade B2  
Assistant chief sales clerk  
Assistant leaching filter plant operator  
Assistant mixing and bagging operator  
Assistant neutralising filter plant  
Assistant petrol mechanic  
Ball mill operator  
Blaster (restricted Licence)  
Bricklayer semi-skilled class (iv)  
Carpenter's assistant  
Cashier  
Class 4 skilled worker - minor trades  
Clinker silo operator  
Counter assistant (Admin)  
Data capture clerk  
Drive class 2  
Driver messenger  
Dump truck driver  
Filling clerk  
Forklift operator  
Forklift operator/Unloader  
Jnr Physical tester  
Leading hand  
Mass checker  
Messenger pump attendant  
Messenger/Light Vehicle/M Cycle  
Overhead crane driver  
Packing plant clerk  
Panel beater's assistant  
Plasterer semi-skilled welder class (iv)  
Pump house operator  
Raw materials co-ordinator  
Raw materials stores clerk  
Reclaimer operator

Roto packer operator  
Semi-skilled welder  
Senior Clerk - stores  
Snr leading hand  
Specials demonstrator  
Spray painter  
Stores clerical assistant  
Tapper  
Wagon drill operator  
Waste dump survey attendant  
Water supply operator  
Paterson Grade B3  
16/50 Symon P/Operator  
Assistant mechanic  
Auto electrician  
Bell Driver/Dump truck  
Beltsman  
Bricklayer class III  
Bus driver  
Cement dauger  
Costing clerk  
Crane operator  
Creditors clerk  
Crusher controller  
Data capture clerk  
Debtors clerk  
Digger fell operator  
Driller's assistant  
Driver class 1  
Driver/Messenger  
Dump truck driver  
Electrician class III  
Fitter semi-skilled class III  
Fork lift driver  
Front end loader operator  
GP and bus driver  
Handyman trainee  
Heavy vehicle driver  
Heavy vehicle driver  
Journeyman construction trades  
Leading hand (Kiln)  
Leading hand (Lub)

Leading hand (Tipper)  
Loco driver  
Lubrication supervisor  
Oiler/Greaser supervisor  
P/P silo operator  
Packing gang leader  
Panel beater assistant  
Physical tester  
Plant operator  
Plasterer class III  
Pre-Heater attendant  
Primary driller  
Production clerk  
Pump attendant  
Raw materials stores clerk  
Receptionist  
Receptionist/Typist  
Routine chemical tester  
Routine physical tester  
Routine tester  
Semi-skilled electrician  
Semi-skilled mechanic  
Semi-skilled serviceman  
Semi-skilled tyre fitter  
Senior leading hand  
Sergeants  
Shift attendant  
Special products manufacturer  
Stock Controller/Checker  
Storeman  
Storeman/Records Clerk  
Tipper driver  
Tractor fell operator  
Tremer  
Trolley fitter  
Typist  
Typist clerk  
Tyre fitter  
Unloader operator  
Water bowser driver  
Workshop assistant

Workshop stores clerk  
Paterson Grade B4  
Assistant boiler maker  
Assistant excavator operator  
Assistant miller  
Assistant petrol driver  
Blacksmith  
Blaster  
Board and cornice forming plant operator  
Board/Cornice outlet overseer  
Boiler maker semi-skilled  
Brick layer - builder  
Buyer's assistant  
Class 1 skilled worker (Minor Trade)  
Class 2 skilled worker - Minor Trades  
Class 3 skilled worker - Major Trades  
Club supervisor  
Compressor attendant  
Computer operator  
Corporal  
Corporal dog handler  
Creditor's clerk  
Crushing plant operator  
Driver mobile crane operator  
Electrician assistant  
Excavator operator  
Fuel pump attendant  
Grade driver/Operator  
Hand driller  
Kadex operator/Clerk  
Kettle operator  
Laboratory technician/Assistant  
Labour overseer  
Landscape supervisor  
Leaching F/Plant Operator  
Leading hand (Lab)  
Leading hand (Lime Plant)  
Leading hand (Oiler/Greaser)  
Leading hand (Pre-Heater Kiln)  
Mixing and bagging operator  
Neutralising fitter operator  
Neutralising tank operator

Overseer  
Personnel clerk  
Plant compressor operator  
Plumber  
Primary driller  
Receptionist/Typist  
Sales and despatch clerk  
Semi-skilled 2 blacksmith  
Semi-skilled 2 greaser  
Semi-skilled auto - electrician  
Semi-skilled bricklayer  
Semi-skilled carpenter  
Semi-skilled diesel plant fitter  
Semi-skilled electrician  
Semi-skilled fitter  
Semi-skilled greaser  
Semi-skilled instrument technician  
Semi-skilled motor mechanic  
Semi-skilled plumber  
Semi-skilled welder  
Senior gauger  
Service bay assistant  
Silo operator  
Slag and clinker handling inspector  
Storeman  
Stores assistant  
Supervisor  
Trainee miller  
Vermiculite plant operator  
Paterson Grade B5  
Acting technical rec. clerk  
Administration assistant  
Assistant credit controller  
Brick layer  
Bulldozer driver/Operator  
Carpenter  
Cashier clerk  
Cashier typist  
Caterer  
Claims supervisor  
Class 2 skilled worker - Major Trades

Handyman  
Human resources assistant  
Laboratory clerk  
Laboratory clerk  
Main lab analyst  
Maintenance assistant  
Maintenance assistant auto - electrician  
Painter  
Personnel secretary  
Plant attendant  
Plumber  
Quarry lab analyst  
Rotary dryer operator  
Sales typist/Clerk  
Senior clerical assistant  
Senior clerical assistant  
Senior sales clerk supervisor  
Service bay mechanic  
Shift analyst  
Shift nurse aide  
Steam loco driver  
Storekeeper  
Substation attendant  
Warehouse clerk  
Paterson Grade C1  
Accounts clerk  
Bookkeeper  
Cash accounts clerk  
Chief sales clerk  
Class 1 semi-skilled - Major Trades  
Clerk  
Drill rig supervisor  
Electrician  
Fitter  
Plant supervisor  
Raw materials storeman  
Raw materials stores controller  
Sales secretary  
Secretary/Receptionist  
State certified nurse  
Stores control clerk  
Welder



Paterson Grade C2  
Assistant accountant  
Assistant diesel plant fitter  
Assistant draughtsman  
Assistant personnel officer  
Assistant storekeeper  
Belt splicer + rubber liner  
Burner  
Cement miller  
Computer room supervisor  
Creditors/Shipping clerk  
Draughtsman  
Driver controller  
Electrician  
Electrician (Qualified)  
Export sales officer  
Fitter and Turner  
Fitter (Qualified)  
Leaching filter plant operator  
Magazine master  
Metal fabricator  
Miller  
Nurse  
P/Plant supervisor  
Payroll supervisor  
Pension administration officer  
Personnel records clerk  
Plant operator (External)  
Plumber  
Quarry supervisor  
Sales representative  
Secretary  
Secretary  
Secretary to group secretary  
Secretary to HR Manager  
Secretary to Project Engineer  
Senior bookkeeper  
Senior shift supervisor  
Special product supervisor  
Technical assistant  
Paterson Grade C3

Artisan boilermaker  
Artisan machinist fitter  
Artisan plumber  
Assistant buyer  
Assistant controller  
Assistant workshop foreman (electrical)  
Assistant workshop foreman (mechanical)  
Auto electrician  
Boilermaker  
Building supervisor  
Cashier  
Credit controller  
Diesel mechanic  
Diesel plant fitter  
Fitter and turner machinist  
Instrument technician  
Invoicing clerk  
IT assistant  
IT network administrator  
Junior school teacher  
Lab analyst  
Private secretary to MD  
Purchasing officer/Clerk  
Senior assistant storekeeper  
Senior boiler operator  
Share transfer secretary  
Supervisor  
Tested artisan  
Wages clerk  
Paterson Grade C4  
Accounting officer  
Analyst programmer  
Applications system specialist  
Clinic sister  
Credit administrator  
Diesel plant charge hand  
Draughtsman  
Electrical charge hand  
Electrical technician  
Health officer  
HR administration assistant  
IT technician

Management secretary  
 Mechanical charge hand  
 Plant controller  
 Plant controller (Internal)  
 Sales co-ordinator  
 Senior sales rep  
 Shift manager  
 Shift supervisor  
 Stores controller  
 Stores superintendent purchasing  
 Systems analyst  
 Township officer  
 Wages paymaster  
 Workshop charge hand  
 Workshop foreman

**Second Schedule**  
**GRATUITIES**  
*(Clause 28)*

<i>Length of service</i>	<i>Percentage of monthly wage on termination of employment</i>
Years	
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35
31	36
32	37
33	38
34	39
35	40

**Third Schedule  
SERVICE ALLOWANCE**

(Clause 22)

LENGTH OF SERVICE (YEARS)	PERCENTAGE OF MONTHLY WAGE
0 - 2	0
3 - 5	1
6 - 8	2
9 - 11	3
12 - 14	4
15 - 17	6
18 - 20	8
21 - 23	10
24 - 26	12
27 - 29	14
30 - 32	16
33 - 35	18
36 - 38	20
39 and above	22

**Fourth Schedule  
FORM OF NOTICE**

(Clause 27)

Name of establishment:

In terms of [clause 27](#) of the Cement and Lime and Allied Industry Employment Regulations,

- (a) the number of ordinary working hours per week for each class or group of employees is
- (b) the normal daily times of starting and times of finishing work for each class or group of employees are
- (c) the industrial holidays to be observed are

**S.I. No. 26 of 2019: Collective Bargaining Agreement: National Employment Council for the Air Transport Industry (NECATI)**

(Section 80 (1))

IT is hereby notified that the Minister of Public Service, Labour and Social Welfare has, in terms of section 80 (1) of the Labour Act [*Chapter 28:01*], approved the publication of the Collective Bargaining Agreement as set out in [the Schedule](#).

The agreement was registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

**Schedule**

This further agreement, made and entered into, in accordance with the provisions of the Labour Act [*Chapter 28:01*], between the Employers' Association for the Air Transport Industry (hereinafter referred to as the "employers"), of the one part, and the trade unions comprising of National Airways Workers Union (NAWU), Zimbabwe Aircraft Maintenance Engineers Association (ZAMEA) and Air Transport Union (ATU) (hereinafter referred to as the "employees"), of the other part, both being parties to the National Employment Council for the Air Transport Industry empowered to negotiate and agree to conditions of service in the Air Transport Industry.

The agreement shall be read together with Statutory Instruments 55 of 1992, 240 of 1992, 217 of 1994, 61 of 2015 and 81 of 2017.

Notwithstanding the date of signature and registration thereof, this agreement shall be deemed to have come into operation on 1st November, 2018.

The parties have agreed to increase housing allowance by 6,45% across all NEC grades. This increases the

housing allowance from \$155,00 to \$165,00, with effect from 1st November, 2018.

Basic minimum and transport allowance remain unchanged as per Statutory Instrument 61 of 2015.

Where more favourable housing allowance arrangements are already in place, this agreement shall not alter or affect such arrangements.

The Employers' Association and the Employees' Association having arrived at the agreement set forth, the undersigned hereby declare the foregoing is the arrangement and affix their signatures hereto.

Employees' Association Representatives:

A. GUCHU,  
Air Transport Union (ATU).

M. MADZURA,  
National Airways Workers Union (NAWU).

J. MUPANDI,  
Zimbabwe Aircraft Maintenance Engineers Association (ZAMEA).

G. MOYO,  
Employers' Association Representative.

E. CHANDAKASARIRA,  
NEC General Secretary.

## **S.I. No. 67 of 2019: Collective Bargaining Agreement: Sugar Milling Industry**

*(Section 80)*

IT is hereby notified that the Minister of Public Service, Labour and Social Welfare has, in terms of section 80 of the Labour Act [*Chapter 28:01*], published the Collective Bargaining Agreement set out in [the Schedule](#), which has been registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

### **Schedule COLLECTIVE BARGAINING AGREEMENT: SUGAR MILLING INDUSTRY**

Memorandum of Agreement is hereby made and entered into, in terms of section 79 of the Labour Act [*Chapter 28:01*], between the Zimbabwe Sugar Milling Industry Employers Association (hereinafter styled "the employers"), on the one hand, and Zimbabwe Sugar Milling Industry Workers' Union (hereinafter styled "the employees" or "the trade union"), on the other hand.

Now, therefore, it is hereby agreed that the following is the agreement entered into by the employers and the employees:

#### *Wage increase*

That with effect from 1st April, 2018, through to 31st March, 2019, the wages of all employees whose grades are listed in the wage schedule below be increased by 4.83% as per the arbitral award of 22nd November, 2018, granted by Justice LG Smith (Retired).

The new grade minima are set out as follows-

#### *Wage Schedule*

Grade	Current minimum wage (US\$)	New minimum wage from 1st April 2018 (US\$)
A1	207,00	217,00
A2	227,68	238,68
A3	250,44	262,54
B1	292,57	306,70
B2	321,96	337,51
B3	354,12	371,22
B4	442,73	464,11
B5	486,84	510,35

Actuals shall be increased by the same magnitude.

*House service charges*

Housing service charges be as per the Fourth Schedule shown below-

HIPPO VALLEY ESTATES

<i>House type</i>	US\$
AM 2 room	2,34
AMB/AMG 3 rooms	2,60
BLD 3 rooms (semi-detached)	2,75
BLD (+) 2 rooms	3,13
BLD 4 rooms (semi-detached)	5,50
BLD (+) 3 rooms (semi-detached)	6,29
BLD (+) 4 rooms	9,10
BUB 5 rooms	11,38
BUB (+) 5 rooms	15,39
BUB (+) 5 rooms with geyser	20,09

TRIANGLE LIMITED AND MWENZANA ESTATES

<i>House type</i>	US\$
AZ8	2,10
ASA	3,86
B2D	4,79
B2R (+)	7,15
B2D (+)	8,09
B3D	10,19
SA (+)	13,97
BUB (+)	16,87
B3T (+)	18,45

MKWASINE ESTATES

<i>House type</i>	US\$
2-roomed house	2,18
3-roomed house	2,60
New "A" Band	4,47
B2B	5,50
B2BR (+)	8,10
2B (+)	9,10
BAS	12,63

ZIMBABWE SUGAR ASSOCIATION (EXPERIMENT STATION)

<i>House type</i>	US\$
ZAM 2 rooms (AM)	2,34
ZAM 3 rooms (AMB)	2,95
ZB2D + (SD/B2D + (D) (BLD-)	9,10
BSA (+) 4 rooms (BLD1-)	15,39
ZBUB (+) 5 rooms without geyser	15,39
ZBUB (+) 5 rooms with geyser	18,47

*Travel and subsistence allowance*

An employee travelling on the employers' business shall be entitled to a daily subsistence allowance at the rate of-

- (a) in the case of proved expenses, the employer shall pay for bed and breakfast expenses at an hotel approved by the employer. In addition, the employer shall provide for out-of-pocket expenses to cover for lunch, dinner and incidentals where overnight stay is involved-

*1st April 2018*

(i) Bed & Breakfast	paid by employer
(ii) Lunch	6,91
(iii) Dinner	6,91
(iv) Incidentals	4,25;

(where overnight stay is involved)

- (b) in the case of unproved expenses, i.e. where the employee opts not to take accommodation or arrangement made by the employer, the following rates shall be paid in respect of meals-

*1st April 2018*

(i) Breakfast	paid by employer
(ii) Lunch	4,25

(iii) Dinner	6,91
(iv) Incidentals	6,91

N.B Where meals have been provided in one way or the other, no allowance will be paid. Where an employee attending a course is provided with lunch, no lunch allowance will be paid.

Where the employer is unable to provide accommodation, an accommodation allowance of \$20,00 will be paid as from 5th July, 2018:

Provided that any such business travel is beyond the enterprise.

*Declaration*

The employers and the trade union have arrived at the agreement set forth therein, the undersigned hereby declare that the foregoing is the agreement arrived at and affix their signatures hereto.

Signed for and on behalf of the parties on this 15th day of January, 2019.

LIVINGSTONE MABIKA

Chairman: N.E.C. for the Zimbabwe Sugar Milling Industry

EPHRAIM GAVAZA

Chairman: Zimbabwe Sugar Milling Industry Employers Association

GODFREY KATERERE

President: Zimbabwe Sugar Milling Industry Workers Union

SAPPER FASTER GONO

Secretary General: Zimbabwe Sugar Milling Industry Workers Union

CLEMENCE MUPARUTSA

General Secretary: N.E.C. for the Zimbabwe Sugar Milling Industry

**S.I. No. 70 of 2019: Collective Bargaining Agreement: Funeral Industry\***

*(Section 80 (1))*

**IT is hereby notified that the Minister of Public Service, Labour and Social Welfare has, in terms of section 80 (1) of the Labour Act [Chapter 28:01], approved the publication of the Collective Bargaining Agreement set out in [the Schedule](#) which further amends the agreement published in Statutory Instrument 76 of 2016, registered in terms of section 79 of the Labour Act [Chapter 28:01].**

**Footnotes**

\* Please note that this supplementary agreement was made pursuant to the National Employment Council for the Funeral Industry Principal Agreement (Statutory Instrument 76 of 2016, Fourth Schedule). [S.I. No. 70 of 2019](#) is to be read in conjunction with [S.I. No. 76 of 2016](#).

**Schedule**

**NATIONAL EMPLOYMENT COUNCIL FOR THE FUNERAL INDUSTRY**

**COLLECTIVE BARGAINING AGREEMENT: FUNERAL INDUSTRY**

For the period 1st January, 2019 to 31st December, 2019

This agreement is made in terms of the Labour Act [Chapter 28:01] between the Funeral Industry Employers Association of Zimbabwe (FIEAZ) (the "employers association"), on the one hand, and the Zimbabwe Funeral Services & Assurance Workers Union (ZFSWU) (the "trade Union"), on the other hand, being parties to the National Employment Council for the Funeral Industry (NECFI).

This supplementary agreement is made pursuant to the National Employment Council for the Funeral Industry Principal Agreement (Statutory Instrument 76 of 2016, Fourth Schedule).

The details of the agreement are as follows-

1. Companies/employers in the Funeral Industry award the following: a 7% salary/wage increase on minimum salary/wage for all grades for the period 1st January, 2019 to 31st December, 2019. The

new minimums per grade shall be as detailed below.

2. Companies/employers that are able to pay more are encouraged to do so and to advise the NEC of such increases.

<b>Grade</b>	<b>Minimum as at 31 December 2018 (\$)</b>	<b>Minimum with effect from 01 January 2019) - (\$)</b>
A1	297,05	317,84
A2	308,93	330,55
A3	321,29	343,78
B1	346,99	371,27
B2	360,87	386,13
B3	375,31	401,58
B4	397,82	425,66
B5	413,74	442,70
C1	446,84	478,11
C2	464,72	497,25
C3	483,30	517,13
C4	512,30	548,16
C5	532,80	570,10

Parties having arrived at the Agreement on 12th December, 2018, set forth herein, the undersigned officers of the National Employment Council for the Funeral Industry (NECFI) hereby declare that the forgoing is the Agreement arrived at and affix their signatures hereto.

DR SOLOMON T CHIKANDA,  
Council Chairperson.

DR EDWARD GOMBA,  
For: Funeral Industry Employers Association of Zimbabwe (FIEAZ).

FARAI SIMOKO,  
For: Funeral Industry Workers Union (ZFSWU).

TAKA SVOSVE,  
Council Secretary.

### **S.I. No. 73 of 2019: Collective Bargaining Agreement: National Employment Council for the Banking Undertaking\***

*(Section 80)*

IT is hereby notified that the Minister of Public Service, Labour and Social Welfare has, in terms of section 80 of the Labour Act [*Chapter 28:01*], published the Collective Bargaining Agreement set out in [the Schedule](#), which further amends the principal agreement published in Statutory Instrument 273 of 2000, and was registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

#### **Footnotes**

\* [S.I. No. 73 of 2019](#) is to be read in conjunction with [S.I. No. 273 of 2000](#) and S.I. No. 150 of 2013.

### **Schedule NATIONAL EMPLOYMENT COUNCIL FOR THE BANKING UNDERTAKING**

#### **COLLECTIVE BARGAINING AGREEMENT: SALARY AND WAGES: BANKING UNDERTAKING**

This further agreement made and entered into accordance with provisions of the Labour Act [*Chapter 28:01*], by and between the Banking Employers Association of Zimbabwe (hereinafter referred to as "the employers"), of the one part, and the Zimbabwe Banks and Allied Workers Union (hereinafter referred to as "the employees" or "trade union"), of the other part, (and collectively as the "parties"), being parties to the National Employment Council for the Banking Undertaking: to amend the principal collective bargaining agreements contained in Statutory Instrument 273 of 2000 and Statutory Instrument 150 of 2013. Accordingly the present Collective Bargaining Agreement shall be read together with these two preceding agreements.

This further agreement shall be deemed to have come into effect on 1st January, 2018, and applicable until 31st



December, 2018.

1. The parties hereby confirm the following adjustments and grade minima in respect of the years January, 2012 to 31st December, 2017.

<b>Grade</b>	<b>1-Jan-11 to 31-Dec-11</b>	<b>4,9% increase 1-Jan-12 to 31-Dec-12</b>	<b>3,75% increase 1-Jan-13 to 31-Dec-13</b>	<b>1,64% increase 1-Jan-14 to 31 Dec 2017</b>
N/C	575,90	604,12	626,77	637,05
Commissionaire	592,80	621,85	645,17	655,75
Driver	609,70	639,58	663,56	674,44
Machinist Sorter	626,60	657,30	681,95	693,13
C	643,50	675,03	700,34	711,83
B	711,10	745,94	773,90	786,59
A	735,80	771,85	800,79	813,92
DP I	787,80	826,40	857,39	871,45
DP II	821,60	861,86	894,18	908,84
DP III	872,30	915,04	949,35	964,92
DP IV	897,00	940,95	976,24	992,25
DP V	913,90	958,68	994,63	1 010,94

2. It is recorded that in respect of the period 1st January, 2018 to 31st December, 2018, the parties submitted to arbitration and an Arbitral Award was made dated 10th October, 2018, granting a 3.46% salary increase across the board.

3. Following the 3,46% increase on the rates applicable as at 31st December, 2017, the following minima shall apply for the period 1st January, 2018 to 31st December, 2018.

<b>Grade</b>	<b>1-Jan-18 to 31-Dec-18</b>
N/C	659,09
Commissionaire	678,44
Driver	697,78
Machinist Sorter	717,11
C	736,46
B	813,81
A	842,08
DP I	901,60
DP II	940,29
DP III	998,31
DP IV	1 026,58
DP V	1 045,92

4. It is recorded for the avoidance of doubt that the present agreement amends and supersedes the earlier two agreements only in respect of the matters set out herein and therefore the other terms and provisions contained in the previous two agreements remain in force and binding on the parties.

*Declaration*

The parties, having arrived at the agreement set forth herein, the undersigned hereby declare that the foregoing is the agreement arrived at, affix their signatures hereto.

Signed at Harare on this 10th of October, 2018.

N. MUTSAI,  
Chairperson,  
Banking Employers Association of Zimbabwe.

F. KATSANDE,  
President,  
Zimbabwe Banks and Allied Workers Union.

P. BVUMBE,  
Chairman of NEC.

**S.I. No. 70 of 1996: Labour Relations (Specification of Minimum Wages) Notice, 1996**

**as amended by**

S.I. No. 307A of 2001

S.I. No. 335 of 2001

S.I. No. 160 of 2003

S.I. No. 140 of 2004

S.I. No. 41 of 2005

S.I. No. 98 of 2006

S.I. No. 47 of 2007

S.I. No. 146 of 2007

*(section 20)*

ARRANGEMENT OF NOTICES

<a href="#">1.</a>	Title and date of commencement
<a href="#">2.</a>	Application
<a href="#">3.</a>	Effect of minimum wages
<a href="#">4.</a>	Interpretation
<a href="#">5.</a>	Minimum wages
<a href="#">6.</a>	Deductions
<a href="#">7.</a>	Withdrawal and reduction of benefits
<a href="#">8.</a>	Prohibition of discrimination
<a href="#">9.</a>	Conversion of rates
<a href="#">10.</a>	Exemption front provisions of this notice
<a href="#">Schedule</a>	

**1. Title and date of commencement**

- (1) This notice may be cited as the Labour Relations (Specification of Minimum Wages) Notice, 1996.
- (2) This notice shall come into operation on the 1st June, 1996.

**2. Application**

This notice shall apply to all employers and employees (other than independent contractors)-

- (a) to whom no National Employment Council agreement or employment regulations apply; and
- (b) of a class specified in Part II of [the Schedule](#), notwithstanding any less favourable specification of minimum wages in any National Employment Council agreement or employment regulations.  
[S. 2 substituted by S.I. No. 307A of 2001.]

**3. Effect of minimum wages**

(1) Nothing in this notice shall be construed as permitting an employer to pay an employee a wage that is less than the wage to which that employee is entitled in terms of-

- (a) a contract or an agreement or arrangement of any kind whatsoever, express or implied; or
- (b) an agreement, determination or regulations made in terms of any enactment;

whether entered into or made before, on or after the 1st June, 1996.

(2) This notice shall apply, notwithstanding any other law or agreement providing for a wage less than that prescribed by this notice.

**4. Interpretation**

In this notice-

"agrobased industry" means an industry in which persons are engaged in the processing of timber or an agricultural product, including fruit, meat, sugar, tea, coffee and other food crops or livestock products;

[Definition of "[agrobased industry](#)" inserted by S.I. No. 335 of 2001.]

"casual employee" means an employee whose engagement is for a period of not more than six weeks in any three successive months;

"employment enactment" means any enactment, or agreement made under the provisions of an enactment, whereby the terms of service between employers and employees have been fixed.

## 5. Minimum wages

(1) Subject to this notice, every employer of an employee of a class specified in [the Schedule](#) shall pay that employee, with effect from the 1st June, 1996, wages not less than those specified therein.

(2) In determining an employee's entitlement to a minimum wage in terms of this notice, no account shall be taken of any other remuneration not forming part of an employee's fixed or ordinary wage.

(3) A casual employee shall be paid not less than twice the amount of the hourly, daily or weekly wage, calculated in accordance with section 9, by reference to the wage specified in [the Schedule](#).

## 6. Deductions

No employer of an employee who is being paid the minimum wage in terms of this notice shall deduct or set off any amount from the wages of such employee, except-

- (a) in the case of an employee to whom the provisions of any employment enactment apply, as an amount which may be lawfully deducted or set off in terms of that employment enactment;
- (b) in the case of any other employee-
  - (i) where the employee is absent from work without the leave of his employer, a pro rata amount of his wage for the period of such absence; or
  - (ii) contributions to a holiday fund, benevolent fund, provident fund or sick-benefit fund, medical aid or insurance policies; or
  - (iii) with the consent of the employee, any amount in respect of money owing for goods supplied or services rendered to the employee by the employer or for the repayment of money lent to the employee by the employer; or
  - (iv) any amount which the employer is compelled by law or legal process to pay on behalf of the employee; or
  - (v) any amount recovered for payments made in error or overpayment of wages.

## 7. Withdrawal and reduction of benefits

Except with the written consent of the Minister, no employer shall withdraw, reduce or alter any benefit granted to an employee immediately prior to the 1st June, 1996, if such withdrawal, reduction or alteration will reduce the total payment to the employee to a sum less than that specified in [the Schedule](#).

## 8. Prohibition of discrimination

The minimum wages prescribed by this notice shall be paid without discrimination on the grounds of race, sex or age.

## 9. Conversion of rates

(1) For the purposes of ascertaining the minimum wage to be paid to-

- (a) a fortnightly paid employee, the minimum wage specified in [the Schedule](#) as appropriate to that employee shall be divided by two and one-sixth.
- (b) a weekly paid employee, the minimum wage specified in [the Schedule](#) as appropriate to that

employee shall be divided by four and one-third;

- (c) a daily paid employee, the minimum wage specified in [the Schedule](#) as appropriate to that employee shall be divided by-
  - (i) twenty-two, in the case of employees who work a five-day week;
  - (ii) twenty-six, in the case of employees who work a six-day week;
- (d) an hourly paid employee, the weekly wage calculated in terms of [paragraph \(b\)](#) shall be divided by the number of hours normally worked in a week.

(2) An employee whose wages are paid in accordance with this section shall be deemed to be receiving the minimum monthly wage specified in [the Schedule](#).

## 10. Exemption front provisions of this notice

(1) An employer or employee may apply to the Minister for exemption from all or any of the provisions of this notice or for a variation of [the Schedule](#) in so far as this notice or [the Schedule](#) hereto affects him.

(2) An application made under [subsection \(1\)](#) shall clearly show the wages paid to the employee by the employer concerned immediately prior to the 1st June, 1996, and on the date of the application, and shall be accompanied or supplemented by such other information relevant to the application as the Minister may require.

### Schedule

#### PART I

	<i>Per month</i>
	\$
For all employees whose remuneration is not fixed by or in terms of any agreement, determination or regulations made under the Act.	130 000,00

(2) The minimum wage referred to in Part I of [the Schedule](#) to the principal notice shall take effect from the 1st April, 2007.

(3) Where the wage paid to an employee referred to in Part I of [the Schedule](#) to the principal notice in respect of his or her employment as such from the 1st April, 2007, to the date of commencement of this notice was less than the wage prescribed for his or her grade in that Schedule, as substituted by [subsection \(1\)](#) of this section, the employer shall pay him or her the difference, not later than two months after the date of commencement of this notice.

[Sch. substituted by S.I. No. 146 of 2007.]

## S.I. No. 137 of 2003: Labour (Declaration of Essential Services) Notice, 2003

### (Section 102 (b))

1. This notice may be cited as the Labour (Declaration of Essential Services) Notice, 2003.
2. The following services are hereby declared to be essential services in terms of section 102 of the Act-
  - (a) services provided by the fire brigade or any other fire services performed by-
    - (i) drivers;
    - (ii) control room attendants;
    - (iii) chief fire officers and assistants;
    - (iv) divisional officers and supervisors of fighters; and
    - (v) station officers;
  - (b) services relating to the supply and distribution of water and provided by-
    - (i) pump operators;
    - (ii) those responsible for water treatment;

- (iii) plumbers;
  - (iv) electricians; and
  - (v) engineers;
- (c) veterinary services provided by-
- (i) laboratory technologists;
  - (ii) laboratory assistants;
  - (iii) veterinary surgeons and veterinary doctors;
  - (iv) persons employed in a disease surveillance unit;
  - (v) field branch personnel of the veterinary services department;
  - (vi) animal health inspectors;
  - (vii) veterinary livestock technicians;
  - (viii) the head of field veterinary services;
- involved in the diagnosis and control of rabies, foot- and-mouth disease and anthrax and the control of locusts and army worm;
- (d) services provided by revenue specialists involved in the performance of security and health checks at, airports and other ports of entry on behalf of the Zimbabwe Revenue Authority established in terms of section 3 of the Revenue Authority Act [*Chapter 23:11*];
- (e) health services provided by-
- (i) ambulance drivers;
  - (ii) doctors;
  - (iii) nurses;
  - (iv) pharmacists;
  - (v) radiographers;
  - (vii) physiotherapists;
  - (viii) pharmacy technicians;
  - (ix) rehabilitation technicians;
  - (x) dental therapists;
  - (xi) medical laboratory scientists;
  - (xii) medical laboratory technologists;
  - (xiii) laboratory assistants;
  - (xiv) laboratory technicians;
  - (xv) dentists;
  - (xvi) environmental health officers;
  - (xvii) environmental health technicians;
  - (xviii) electro cardiogram technicians;
  - (xix) hospital equipment technicians;
  - (xx) X-ray operators;
  - (xxi) dark room assistants;
  - (xxii) occupational therapists;
- (f) transport and communication services provided by-
- (i) telecommunication technicians, drivers and mechanics in the industry;
  - (ii) aircraft technician engineers;
  - (iii) air traffic controllers in the Civil Aviation Authority of Zimbabwe established in terms of section 4 of the Civil Aviation Act [*Chapter 13:16*];
  - (iv) meteorological technicians;

- (v) road technicians and engineers;
- (vi) engineers, signals officers and engine men at the National Railways of Zimbabwe established in terms of section 3 of the Railways Act [*Chapter 13:09*];
- (g) electrical services provided by a person licensed under the Electricity Act [*Chapter 13:19*] and performed by the operational staff and any staff of contractors hired by such person; and
- (h) services provided by any public broadcaster during a state of disaster declared in terms of section 27 of the Civil Protection Act [*Chapter 10:06*] or in an emergency likely to be declared a state of disaster in terms of that Act.

3. Any non-essential service may be declared an essential service by the Minister if a strike in a sector, service industry or enterprise persists to the point that the lives, personal safety or health of the whole or part of the population is endangered.

**G.N. No. 619 of 2018: Labour Court Calendar 2019**

IT is hereby notified that the Senior Judge has, in terms of section 91 of the Labour Court Act [*Chapter 28:01*], as read with rule 5 (2) of the Labour Court Rules, 2017, directed that the sitting and vacation of the Labour Court during the year 2019 shall be as specified in [the Schedule](#).

**D. O. NDIROWEI**  
**ACTING REGISTRAR OF LABOUR COURT**  
**DATE: 10-8-2018**

**Schedule**

LABOUR COURT CALENDAR 2019

First Term	14th January, 2019 to 5th April, 2019
Easter Vacation	6th April, 2019 to 12th May, 2019
Second Term	13th May, 2019 to 2nd August, 2019
Mid-Year Vacation	3rd August, 2019 to 8th September, 2019
Third Term	9th September, 2019 to 29th November, 2019
Christmas Vacation	30th November, 2019 to 13th January, 2020

LABOUR COURT CIRCUITS 2019

**First Circuit**

Mutare	21st January, 2019 to 1st February, 2019
Hwange	18th February, 2019 to 1st March, 2019
Masvingo	11th March, 2019 to 22nd March, 2019

**Second Circuit**

Mutare	27th May, 2019 to 7th June, 2019
Hwange	17th June, 2019 to 28th June, 2019
Masvingo	8th July, 2019 to 19th July, 2019

**Third Circuit**

Mutare	16th September, 2019 to 27th September, 2019
Hwange	7th October, 2019 to 18th October, 2019
Masvingo	11th November, 2019 to 22nd November, 2019

**REGULATIONS**

**S.I. No. 370 of 1985 Labour Relations (Employment Agencies) Regulations**

**as amended by**

S.I. No. 19 of 1999

S.I. No. 132 of 2002

(Section 135)

ARRANGEMENT OF REGULATIONS

<a href="#">1.</a>	Title.
<a href="#">2.</a>	Application.
<a href="#">3.</a>	Interpretation.
<a href="#">4.</a>	Application for and considerations relating to registration.
<a href="#">5.</a>	Fees payable.
<a href="#">6.</a>	Amendment of registration certificate and return thereof in certain circumstances.
<a href="#">7.</a>	Records to be maintained.
<a href="#">8.</a>	Fees to be charged by an employment agency.
<a href="#">9.</a>	Exhibition of copy of these regulations.
<a href="#">10.</a>	Monthly statistical returns.
<a href="#">11.</a>	General.
<a href="#">12.</a>	Offences.
<a href="#">Schedule</a>	

## 1. Title

These regulations may be cited as the Labour Relations (Employment Agencies) Regulations, 1985.

## 2. Application

These regulations shall apply in relation to-

- (a) persons who conduct private employment agencies; and
- (b) work-seekers.

## 3. Interpretation

In these regulations-

"agent" means a person who operates or conducts an employment agency;

"manager" means an individual who manages an employment agency on behalf of an agent;  
[Definition of "[manager](#)" inserted by S.I. No. 19 of 1999.]

"work-seeker" means a person, whether employed or unemployed, who seeks the assistance of an employment agency to procure employment.

## 4. Application for and considerations relating to registration

(1) An application for the registration of an employment agency in terms of section 115 of the Act shall be made in form E. A. 1.

(2) A separate application shall be made in respect of each employment agency kept or conducted by one agent.

(3) In considering an application to register an employment agency the Registrar shall satisfy himself that-

- (a) the agent, or manager, has a minimum: qualification of a diploma in personnel management or a related field issued by an institution that is registered in Zimbabwe in terms of any law in force providing for the registration of technical vocational or other educational institutions;
- (b) that the premises of the employment, agency in respect of which the application is made have the following-
  - (i) a reception area; and

- (ii) a waiting room with sufficient seating for a minimum of ten people; and
- (iii) a private interviewing room; and
- (iv) separate toilet facilities for male and female work-seekers; and
- (v) such facilities for persons with disabilities as the Registrar may consider necessary.

(4) When the Registrar registers an employment agency, he shall issue to the agent a certificate of registration in form E.A. 2, and the certificate shall be renewed annually.

## **5. Fees payable**

The fee-

- (a) in respect of the application for and inspection of an employment agency shall be three million five hundred thousand dollars, which will not be refunded in the event that the application is rejected;
- (b) for registration of each employment agency shall be two million five hundred thousand dollars;
- (c) for the renewal of registration of each employment agency shall be two million five hundred thousand dollars;
- (d) for the late renewal of registration of each employment agency, that is, renewal after a period of fourteen days when the previous certificate of registration of the agent expired, shall be one hundred thousand dollars per day.

[S. 5 substituted by S.I. No. 186 of 2007.]

## **6. Amendment of registration certificate and return thereof in certain circumstances**

(1) Whenever an agent wishes to-

- (a) move an employment agency to new premises; or
- (b) change the manager of an employment agency; or
- (c) seek any other amendment to the certificate of registration;

written application shall be made to the Registrar requesting the amendment of the certificate of registration.

(2) On the expiry of the certificate of registration, the certificate shall be returned to the Registrar for renewal or cancellation.

(3) An agent who intends to cease business as such or to transfer the ownership of the employment agency shall give written notice of at least one month to the Registrar before doing so.

[Sub-s. (3) substituted by S.I. No. 132 of 2003.]

(4) In the event of a change of ownership or proposed change of ownership of an employment agency the certificate of registration of the agency shall be returned to the Registrar for cancellation and the new owner shall apply for registration in terms of section 4.

[S. 6 substituted by S.I. No. 19 of 1999. Sub-s. (4) inserted by S.I. No. 132 of 2002.]

## **7. Records to be maintained**

Every agent shall maintain the following records-

- (a) in the case of a vacancy notified by an employer-
  - (i) the name, address and business of the employer;
  - (ii) the type of employment offered;
  - (iii) the qualifications and experience required of the person to fill the vacancy by the employer;
  - (iv) the remuneration offered;
  - (v) the date on which the vacancy was filled and the date on which employment commenced;
  - (vi) the fee charged to the employer by the employment agency;
- (b) in the case of a work-seeker-
  - (i) the applicant's name, sex and address;



- (ii) the applicant's qualifications and experience;
- (iii) the name of the applicant's last employer;
- (iv) remuneration and terms of employment desired;
- (v) date of registration as a work-seeker;
- (vi) type of employment found;
- (vii) date of engagement by employer and name of employer;
- (viii) the placement fee charged to the work-seeker.

(2) A work-seeker shall submit a written application for registration at an employment agency on a form provided by the agent.

(3) The form provided in terms of [subsection \(2\)](#) shall include a certificate, to be signed by the work-seeker, indicating that he is aware of the conditions under which he is registering, including the placement fee to be paid.

(4) Subject to [subsection \(5\)](#), the records maintained in terms of subsection (1) and the applications submitted in terms of [subsection \(2\)](#) shall be treated as confidential, and the information contained therein shall not be used for any other purpose.

(5) The records maintained in terms of subsection (1) shall be made available to an investigating employment officer on the production of a letter of authority from the Registrar of employment agencies.

(6) Every agent registered under the Act shall retain the originals of all applications received from work-seekers for a period of three years subsequent to the receipt thereof.

## **8. Fees to be charged by an employment agency**

(1) The fees to be charged by an employment agency shall be-

- (a) in the case of a work-seeker, for placing him in employment, a maximum of five *per centum* of the remuneration earned by the work-seeker during his first month in employment or part thereof;
- (b) in the case of an employer for whom the services of an employee have been secured, a maximum of twenty *per centum* of the annual rate of remuneration to be paid to the employee;
- (c) in the case of any client, for the insertion of an advertisement in any publication, the actual cost of inserting the advertisement plus a maximum service charge of tender *centum* of the cost:

Provided that, where an advertisement is inserted on behalf of a work-seeker, the provisions of this paragraph shall not apply, unless, before the insertion of the advertisement, the provisions of this paragraph have been explained to the work-seeker and he has given his written agreement to pay the charge concerned;

(2) Nothing contained in [subsection \(1\)](#) shall be construed as permitting any person to charge a fee or to receive any fee or any other payment or reward for the registration of a work-seeker with an employment agency.

## **9. Exhibition of copy of these regulations**

(1) Every person keeping or conducting an employment agency shall exhibit a copy of these regulations in that agency in a place where the regulations will be clearly visible to, and can be studied by, any person seeking the services of the agency.

(2) A copy of the certificate of registration of the agent shall be displayed in a manner clearly visible to any person seeking the services of the agency.

[Sub-s. (2) inserted by S.I. No. 132 of 2002.]

## **10. Monthly statistical returns**

An employment agency shall submit monthly statistical returns to the Registrar in form E.A. 3.

## **11. General**

An agent shall not refer a work-seeker to an employer unless he has made all such enquiries as are reasonably practicable for the purpose of ascertaining that-

- (a) the work-seeker and the prospective employer are aware of any conditions imposed by the Act which

must be satisfied by the work-seeker or the prospective employer before the work-seeker commences the employment in question; and

- (b) the employment of the work-seeker by the prospective employer would not contravene any other duty or conditions imposed by the Act; and
- (c) the work-seeker and the prospective employer are aware of any conditions and charges for services rendered by the employment agency; and
- (d) the work-seeker has such qualifications as persons in such employment are reasonably expected to have.

## 12. Offences

An agent who or employment agency which-

- (a) operates without a valid certificate of registration issued in terms of section 4; or
- (b) operates without a qualified agent or manager in contravention of section 4 (3) (a); or
- (c) fails to return an expired certificate of registration to the Registrar as required by section 6 (2) or (4) or to notify the Registrar of any cessation of business or change of ownership of the agency as required by subsection (3) of that section; or
- (d) fails to maintain records in the manner required by section 7; or
- (e) charges excessive fees or charges fees for registering a work-seeker in contravention of section 8; or
- (f) fails to submit monthly statistical returns as required by section 10;

shall be guilty of an offence.

[S. 12 inserted by S.I. No. 132 of 2002.]

## Schedule

### FORMS

E.A. 1

## LABOUR RELATIONS ACT, 1985

### APPLICATION FOR THE REGISTRATION OF AN EMPLOYMENT AGENCY

Place

Date

To: The Registrar of Employment Agencies,  
Private Bag 7707,  
Causeway.  
Harare.

I hereby apply

for the registration of an employment agency in terms of section 131 of the Labour Relations Act, 1985, and submit the following particulars in regard thereto:

1. Full name of applicant
2. Residential address of applicant (where applicable)
3. Postal address of applicant
4. Telephone number of applicant
5. Full name of manager of the employment agency (if different from (1))
6. Address of premises where the business of employment agency will be conducted
7. Description of premises (number of rooms, waiting-room, et cetera)
8. Class or classes of employment for "which the employment agency proposes to cater
9. Name by which the employment agency will be known
10. Date on which business -will commence

I/We hereby declare that the information contained above is true and correct.

**Signature of applicant(s)**

**Date**

**E.A. 2.**

**LABOUR RELATIONS ACT, 1985  
EMPLOYMENT AGENCIES REGULATIONS, 1985  
CERTIFICATE OF REGISTRATION OF AN EMPLOYMENT AGENCY**

This is to certify that  
has/have, in terms of section 131 of the Labour Relations Act, 1985, been granted  
permission to keep or conduct an employment agency at the premises situated at

known as  
for a period of twelve months, commencing on the  
day of \_\_\_\_\_, 19\_\_\_\_  
Area in respect of which business may be conducted

Class or classes of persons or employment covered  
Conditions subject to which business may be conducted

**Registrar**

**Date**

**Note.**

At the expiry of the period for which this certificate is issued, it must be returned to the Registrar for renewal or cancellation.

**E.A. 3**

**MONTHLY STATISTICAL RETURN**

Name of Employment Agency

Address

Telephone number

Form completed by

Title

Date

Employment return for the month of

**Table 1: Job Orders Received During the Month**

Occupation	Number of position(s) by location	Salary range offered	Education, training, and experience

**Table 2: Job Orders Filled During the Month**

Occupation	Number and location of position(s) filled	Positions filled		Salary range offered	Education, training and experience
		Local	Expatriate		



representatives who are members of a workers committee.

**3. (1) Every employee shall have the right to participate in the formation of a workers committee and to undertake tasks on behalf of a workers committee.**

(2) A workers committee shall be formed when a group of employees of any one employer appoint or elect some of the employees to represent them at their place of work.

(3) Employees of one employer shall form only one workers committee.

(4) A workers committee shall comprise of not less than three and not more than fifteen members who shall be representative of the different sections of the undertaking concerned.

(5) Members of a workers committee shall, from among themselves, elect-

(a) a chairman who shall be responsible for presiding over all the meetings;

(b) a secretary who shall be responsible for taking minutes in a meeting, and for keeping any records that the chairman may require to be kept.

**4. Tenure of office**

(1) The term of office of, a workers committee shall be two years after which new elections or appointments will have to take place.

(2) A member of a workers committee shall be eligible for re-appointment or re-election.

(3) On the death of, or vacation of office by a member, the workers shall appoint or elect a person to fill the vacancy:

Provided that if the workers committee would have continued to exist for less than three months, the employees need not appoint or elect a person to fill the vacancy.

**5. Meetings**

(1) The procedure to be followed by a workers committee, at its meetings shall be as simple and as informal as possible and a workers committee shall act in such manner and on such principles as it deems best suited to represent the interests of the workers whom it represents.

(2) Fifty *per cent*, attendance at any meeting of a workers committee shall form a quorum.

(3) Matters requiring to be decided by a workers committee shall be decided by a majority, and in the event of an equality of votes, the chairman shall have a casting vote in addition to his deliberative vote.

(4) Meetings shall be held at 1 once a week outside the normal working hours.

(5) The chairman shall cause minutes of all proceedings and decisions taken at every meeting of the workers committee to be entered in books kept for the purpose by the secretary.

**6. Works Council**

A workers committee shall elect some of its members to represent the employees on a works council at the request of the chairman of a works council.

**S.I. No. 379 of 1990 Labour Relations (Employment Codes of Conduct) Regulations**

**as amended by**

S.I. No. 56 of 1992

*(Section 17)*

ARRANGEMENT OF REGULATIONS

1. Title and operation.

- 2. Interpretation.
- 3. Registration and amendment of codes.
- 4. Provisions to be included in codes.
- 5. Codes to be accessible.

## 1. Title

These regulations may be cited as the Labour Relations (Employment Codes of Conduct) Regulations, 1990.

## 2. Interpretation

In these regulations-

"authority" means-

- (a) an employment council; or
- (b) . . . . .
- (c) a works council as defined in section 2 of the Labour Relations (Workers Committees) (General) Regulations, 1985, published in Statutory Instrument 372 of 1985;  
[Definition of "[authority](#)" amended by S.I. No. 56 of 1992.]

"code" means an employment code of conduct agreed in accordance with these regulations.

## 3. Registration and amendment of codes

(1) For the purpose of settling any dispute or unfair labour practice at a workplace, undertaking or industry, an authority may apply to the Registrar in the form prescribed in the Schedule for the registration of a code that shall be binding in respect of that workplace, undertaking or industry.

Provided that-

- (a) a works council may apply for the registration of a code notwithstanding that an employment council has applied or proposes to apply for the registration of a code governing employers and employees represented on the works council;
- (b) where more than one code is registered pursuant to proviso (a), the code registered on application by the works council shall be binding in respect of the particular workplace, undertaking or industry for which it was registered.

[Proviso inserted by S.I. No. 56 of 1992.]

(2) An application in terms of [subsection \(1\)](#) shall be accompanied by two copies of the proposed code, and each such copy shall contain a space for the endorsement of the Registrar's signature thereon.

(3) On application being made in terms of [subsection \(1\)](#) the Registrar shall, if he is satisfied that the code complies with section 4-

- (a) return to the applicant one of the copies of the code endorsed with his signature; and
- (b) issue to the applicant a certificate of registration of the code in the form prescribed in the Schedule.

(4) The Registrar may in writing request such further information from an applicant in terms of this section as may be relevant to his application.

(5) An authority may, at any time after the registration of a code, apply to the Registrar in the form prescribed in the Schedule to register any amendment to the code, and subsections (2), (3) and [\(4\)](#) shall apply, *mutatis mutandis*, in relation to that amendment.

(6) A code or an amendment to a code shall come into operation on the date specified in the certificate of registration relating to it.

(7) The copy of the code or an amendment to it that is endorsed by the Registrar in terms of subsection (3) (a) shall be the authentic copy of such code or amendment.

## 4. Provisions to be included in codes

(1) A code shall provide the following matters-

- (a) rules of conduct to be observed at the workplace, undertaking or industry concerned, including the precise definition of those acts or omissions that shall constitute misconduct, and the categorisation of those acts or omissions according to their seriousness; and
- (b) the procedures for settling any grievances that may arise between or against employees, managerial employees or the employer; and
- (c) the procedures to be followed in the event of any breaches of the code, including a requirement that any breach be investigated before any proceedings are commenced against an employee;
- (d) the penalties for any breaches of the rules or procedures of the code, which may include oral or written warnings, fines, reductions in pay for a specified period, demotion, suspension with or without pay or on reduced pay for a specified period, and dismissal from employment; and
- (e) the person, committee or authority which will be responsible for implementing and enforcing the rules, procedures and penalties of the code; and
- (f) the notification in writing to any person who is alleged to have breached any of the rules or procedures of the code of the nature of the misconduct or breach alleged against him and the date when proceedings are to be commenced against him; and
- (g) the right of a person referred to in [paragraph \(f\)](#) to have his case heard by the appropriate person, committee or authority referred to in [paragraph \(e\)](#) before any decision in his case is made; and
- (h) a written record or summary to be made of any proceedings and decisions taken in terms of the code, which record or summary shall be made at the time such proceedings and decisions are taken, and shall be kept for a period of not less than 12 months; and
- (i) a procedure for an appeal within a specified period to such person, committee or authority as may be specified.

(2) No proceedings commenced in terms of a code in respect of any misconduct or breach of the rules and procedures of the code shall continue beyond 14 days from the date of their commencement without a decision being reached.

## 5. Codes to be accessible

(1) Where a code is registered in terms of section 3 it shall be displayed in a place accessible to all employees at each workplace to which it applies, with a translation provided in Shona and Ndebele.

(2) Every person, committee or authority responsible for enforcing the rules, procedures and penalties of a code shall be furnished with authentic copies of the code and any amendments to it referred to in section 3 (7).

## **S.I. No. 377 of 1992: Labour Relations (Domestic Workers) Employment Regulations, 1992**

### **as amended by**

- S.I. No. 373 of 1993
- S.I. No. 180 of 1997
- S.I. No. 206 of 1994
- S.I. No. 310 of 2001
- S.I. No. 161 of 2003
- S.I. No. 141 of 2004
- S.I. No. 42 of 2005
- S.I. No. 99 of 2006
- S.I. No. 46 of 2007
- S.I. No. 147 of 2007

*(Sections 17 and 77 (2))*

## ARRANGEMENT OF REGULATIONS

- [1.](#) Title
- [2.](#) Application

<a href="#">3.</a>	Interpretation
<a href="#">4.</a>	Grading and wages
<a href="#">5.</a>	Hours of work
<a href="#">6.</a>	Accommodation, transport, lights and fuel
<a href="#">7.</a>	Conversion of rates
<a href="#">8.</a>	Payments for overtime
<a href="#">9.</a>	Deductions
<a href="#">10.</a>	Payment of wages
<a href="#">11.</a>	Part-time and casual employment
<a href="#">12.</a>	Piece-work, task-work and work on a ticket system
<a href="#">13.</a>	Vacation leave
<a href="#">14.</a>	Public holidays
<a href="#">15.</a>	Benefits during sickness
<a href="#">16.</a>	Contract and notice
<a href="#">17.</a>	Continuous service
<a href="#">18.</a>	Record of service
<a href="#">19.</a>	Protective clothing
<a href="#">20.</a>	Gratuities on termination of employment
<a href="#">21.</a>	General
<a href="#">First Schedule</a>	Grading and wages
<a href="#">Second Schedule</a>	Allowances
<a href="#">Third Schedule</a>	Gratuities
<a href="#">Fourth Schedule</a>	Provisions of section 18 of Act

## 1. Title

These regulations may be cited as the Labour Relations (Domestic Workers) Employment Regulations, 1992.

## 2. Application

These regulations shall apply to-

- (a) all employers of domestic workers throughout Zimbabwe; and
- (b) persons in the area of Zimbabwe whose occupations are listed in the First Schedule.

## 3. Interpretation

In these regulations-

"allowance" means an allowance of any description, including any commission, bonus or overtime allowance, but does not include any refund of expenses incurred by a domestic worker in the course of his duties as such;

"baby minder" . . . . .

[Definition of "[baby minder](#)" repealed by S.I. No. 373 of 1993.]

"child-minder" means a domestic worker whose responsibilities include in any way and to any extent taking care of, or watching over, any child under the age of eleven years, regardless of whether or not the domestic worker is also employed as a garden worker and additionally, or alternatively, as a cook/housekeeper;

[Definition of "[child-minder](#)" substituted by S.I. No. 373 of 1993.]

"casual worker" means a person whose engagement is for a period not exceeding six weeks in any three successive calendar months;

"cook/housekeeper" means any domestic worker whose main responsibilities include or involve housekeeping, house-cleaning, laundry, ironing, cooking, dish-washing, food-preparation or food-service, regardless of whether or not that person also acts as a garden worker but does not include any worker whose responsibilities include those of a child minder and additionally, or alternatively a disabled/aged minder;

[Definition of "[cook/housekeeper](#)" amended by S.I. No. 373 of 1993.]

"disabled/aged-minder" means a domestic worker whose responsibilities include in any way and to any extent taking care of, or watching over, any person who is so disabled as to be unable to take normal care of himself, regardless of whether the disability is physical, mental or related to advanced age;

[Definition of "[disabled/aged-minder](#)" inserted by S.I. No. 373 of 1993 and amended by S.I. No. 310 of 2001.]

"domestic worker" means a person employed in any private household to render services as a yard/garden worker, cook/housekeeper, child minder, qualified sick persons-minder or disabled/aged-minder, irrespective of



whether or not the place of employment is in an urban or rural area;

[Definition of "[domestic worker](#)" substituted by S.I. No. 373 of 1993.]

"part-time worker" means a person employed on an hourly, daily or weekly basis and paid not less than double the hourly, daily or weekly rate specified in the First Schedule for his grade;

"piece-work" means any system by which earnings are calculated wholly on the quantity or output of work done irrespective of the time spent on such work;

"qualified sick persons minder" . . . . .

[Definition of "[qualified sick persons minder](#)" repealed by S.I. No. 373 of 2002.]

"task-work" means a stated task which is set by an employer for a domestic worker and which has to be completed as a condition of earning a wage;

"ticket-system" means a system whereby an employee is engaged at a rate of wage calculated by reference to the completion of a ticket of an agreed number of days worked or a record based on the number of days worked;

"wage" means the basic wage payable to a domestic worker, excluding any allowance, overtime or bonus;

[Definition of "[wage](#)" amended by S.I. No. 373 of 1993.]

"yard/garden worker" means a person whose duties are limited to taking care of any or all of the yard, lawn, shrubs, hedges, fences and garden of any private household or the property of a welfare organisation.

#### **4. Grading and wages**

(1) Every employer shall place a domestic worker in any of the grades specified in the First Schedule appropriate to his occupation, and shall pay a wage of at least the amount prescribed therein for the domestic worker's grade, and no employee shall accept any amount less than the amount prescribed in respect of his grade.

(2) A domestic worker who, on the date these regulations came into operation, is in receipt of a higher wage for his occupation than the wage prescribed in terms of this section shall not, by reason of these regulations, suffer any reduction in his wage.

(3) On promotion to a higher grade, a domestic worker shall be paid not less than-

- (a) the minimum wage applicable to such grade; or
- (b) the wage which he has received prior to his promotion;

whichever is the greater.

(4) A domestic worker who is required to perform work in a lower grade than that in which he is normally employed shall be paid the wage applicable to the grade of work which he normally performs.

(5) A domestic worker who is required to perform work in a higher grade than that in which he is normally employed shall be paid for all the hours worked in such higher grade not less than-

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

whichever is the greater.

(6) No employer shall reduce the wages of a domestic worker for any time not worked if the employee was able and willing to work and was present at his place of work but the employer was unable or unwilling to furnish him with work.

(7) . . . . .

[Sub-s. (7) repealed by S.I. No. 373 of 1993.]

#### **5. Hours of work**

(1) The ordinary hours of work for domestic workers shall be forty-nine hours per week:

Provided that the ordinary hours of work, exclusive of any breaks referred to in [subsection \(3\)](#), shall not exceed a total of nine and a half hours per day.

[Sub-s. (1) amended by S.I. No. 206 of 1994.]

(2) A domestic worker who does not reside on the premises of the employer shall not be required to work beyond seven o'clock on any evening unless he consents to do so.

[Sub-s. (2) amended by S.I. No. 373 of 1993.]

(3) Any period during which a domestic worker referred to in [subsection \(2\)](#) works after seven o'clock on any evening shall be regarded as overtime for the purposes of section 8.

[Sub-s. (3) inserted by S.I. No. 373 of 1993.]

(4) No employer shall require or permit a domestic worker to work a continuous period of six and half hours without a meal-break of at least thirty minutes, a lunch-break of at least one hour and a tea-break of at least fifteen minutes.

(5) A domestic worker shall be entitled to at least one and half days off each week at least twenty-four hours of which shall be continuous:

Provided that where the domestic worker's or employer's religious belief requires that a particular day be a non-working day, the domestic worker may make up the required hours of work on any other mutually acceptable day.

## **6. Accommodation, transport, lights and fuel**

A domestic worker-

- (a) who does not reside on the premises of his or her employer shall be entitled to the minimum allowances specified in the Second Schedule;
- (b) who resides on the premises of his or her employer shall be entitled to free lodging, free water for basic domestic needs in or about the area of the premises, free lights and free fuel for cooking or, if no water, lights or fuel are provided, to the minimum allowances specified in the Second Schedule in respect of water, lights and fuel for cooking.

[S. 6 substituted by S.I. No. 46 of 2007.]

## **7. Conversion rates**

(1) For the purpose of converting a weekly wage to-

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

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

## **8. Payment for overtime**

(1) For each hour of overtime, or part of an hour in excess of fifteen minutes, worked by a domestic worker in any one week, the employer shall pay an overtime allowance at one and a half times the current hourly wage of the domestic worker.

(2) Notwithstanding [subsection \(1\)](#), for each hour, or part of an hour in excess of fifteen minutes, worked by a domestic worker on a day off, the employer shall pay an overtime allowance at double the domestic worker's current hourly wage.

(3) Notwithstanding [subsection \(1\)](#), and in addition to the payment referred to in [subsection \(2\)](#), for each hour, or part of an hour in excess of fifteen minutes, worked by a domestic worker on a public holiday, the employer shall pay an overtime allowance-

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

[Sub-s. (3) amended by S.I. No. 373 of 1993.]

## **9. Deductions**

No deduction or set-off of any description shall be made or allowed from any remuneration, other than a bonus due to an employee, except-

- (a) where an employee is absent from work on days other than paid holidays or vacation leave, a pro rata amount of his wage only for the period of such absence; or
- (b) by written stop-order for any contributions to insurance policies, pension funds and medical-aid societies; or
- (c) any amount which an employer is compelled by law or legal process to pay on behalf of an employee; or
- (d) for goods purchased by or services rendered, or domestic worker, or money lent to a domestic worker by his employer on the authority of a stop-order signed by the domestic worker for any amount up to but not exceeding twenty-five *per centum* of the gross wage due to such domestic worker, unless such goods have been purchased from, or the services have been rendered by, a supplier at the direction or dictation of the employer; or
- (e) an amount recovered for payments made in error or overpayment of wages; or
- (f) by a written stop-order for contributions to trade union dues.

## **10. Payment of wages**

(1) Every employer shall pay all remuneration, including wages, overtime allowances, bonuses or any allowance specified in the Second Schedule, weekly or monthly, within three days of the due date:

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

- (2) All remuneration shall be paid in cash or by cheque and shall be accompanied by a wage-slip showing-
- (a) the name of the domestic worker; and
  - (b) the wage-rate; and
  - (c) the total number of hours worked; and
  - (d) any bonus or allowance; and
  - (e) deductions for absence without leave, or other deductions permitted in terms of section 9; and
  - (f) the net amount received by the domestic worker; and
  - (g) the period for which payment is made.

## **11. Part-time and casual employment**

(1) Any domestic worker employed on a part-time basis or as a casual employee shall, unless the Minister otherwise approves in writing, be employed on an hourly basis, and shall be paid not less than double the hourly rate specified in the First Schedule for his grade in respect of each hour or part thereof worked.

(2) Any domestic worker employed simultaneously in any given period in two or more private households for a maximum of thirty hours per week shall be deemed to be employed on a part-time basis or as a casual employee in respect of each household in which he is employed.

## **12. Piece-work, task-work or work on a ticket system**

No employer shall give out, and no domestic worker shall perform work on-

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

unless the work concerned does not form part of the duties specified for his grade and is performed outside his normal hours of work.

## **13. Vacation leave**

- (1) A domestic worker shall accrue vacation leave at the rate of one and a half working days a month.
- (2) Any portion of a month shall be regarded as a full month.

(3) A domestic worker in his first year of employment shall accumulate normal vacation leave but shall not proceed on such leave during that first year except with the consent of the employer.

(4) A domestic worker proceeding on vacation leave shall be paid his current wages for the period of such leave prior to his proceeding on leave.

(5) A domestic worker who has accumulated vacation leave may, with the consent of the employer, elect to be paid cash in lieu of any vacation leave or portion of any vacation leave in addition to his current wage, in place of proceeding on such leave.

(6) Every domestic worker whose employment is terminated for any reasons whatsoever shall be entitled to be paid the cash equivalent of accumulated leave.

(7) Any period of leave taken by a domestic worker in terms of this section, or any additional leave granted by the employer, whether paid or not, or any sick-leave taken in terms of section 15, shall not be counted for the purpose of calculating further leave.

#### **14. Public holidays**

(1) A domestic worker shall be granted leave of absence on public holidays and shall be paid his current daily wage for every public holiday:

Provided that where a domestic worker consents to work on a public holiday, he shall, in addition to the payment referred to in [subsection \(1\)](#), be paid allowances in terms of section 8 in respect of the time worked.

(2) Any public holiday worked by a domestic worker may not be set off against or exchanged for a regular work day without the consent of the domestic worker;

Provided that where a domestic worker gives his consent, he shall be entitled to at least two days off for each public holiday or half of a public holiday worked or a day off for any lesser part of the public holiday worked.

#### **15. Benefits during sickness**

(1) If a domestic worker, whilst at work, claims to be unfit for work owing to sickness or injury, the employer shall grant to the worker such facilities as may be necessary to enable the domestic worker to be examined by a medical practitioner.

(2) Upon being medically examined, a domestic worker shall obtain a medical certificate stating-

(a) whether or not he is fit for work; and

(b) if he is not fit for work, the period for which he is likely to be unfit for work;

and shall produce such certificate on his return to work, if requested to do so by his employer.

(3) If a domestic worker has obtained a certificate stating that he is unfit for work, he shall be entitled to his wages whilst he is unfit for work, for the period stated by the medical practitioner, but not exceeding, in aggregate, twenty-six working days in any one year of service.

(4) If a domestic worker-

(a) has been paid wages in terms of [subsection \(3\)](#) for a continuous period of twenty-six working days, or for a number of days aggregating twenty-six working days in any one year of service; and

(b) is, within that year of service, again certified by a medical practitioner as being unfit for work;

he shall be paid half his wage for such further period or periods as the medical practitioner may certify him to be unfit, but not exceeding, in aggregate, twenty-six working days within any one year of service.

(5) The employer shall, subject to the approval of the Minister, be entitled to terminate the contract of employment of a domestic worker who, within anyone year of service, is certified to be unfit for work for any period in excess of the periods referred to in [subsections \(2\)](#) and [\(3\)](#).

(6) A domestic worker shall not be entitled to any benefits in terms of this section if his sickness was self-induced or his injury was wilfully self-inflicted.

(7) A certificate issued by a State registered nurse or any other suitably qualified person shall be accepted in place of a certificate of a medical practitioner if such medical practitioner is not available.

#### **16. Contract and notice**

(1) An employer shall, on engagement, inform a domestic worker, in writing, of the nature of his contract, including-

- (a) his grade; and
- (b) his rate of pay and when it will be paid; and
- (c) the free use of water for normal domestic use; and
- (d) the period of notice required to terminate the contract of employment; and
- (e) the hours of work; and
- (f) the details of any bonus and accommodation, transport and lights allowances; and
- (g) his benefits during sickness; and
- (h) vacation leave.

(2) Subject to the Labour Relations (General Conditions of Employment) (Termination of Employment) Regulations, 1985 every contract of employment shall provide that an equal period of notice to terminate such contract shall be given by either party, which period shall be not less than the interval of time separating one due date of payment of wages from the next:

Provided that-

- (i) where a month's notice has been agreed to, it shall be taken to run from the first day of the month following the date on which notice is given; and
- (ii) it shall not be necessary for a domestic worker to give notice where he is unable to do so due to any emergency or compelling necessity.

(3) No employer shall give notice of termination of employment to a domestic worker whilst the domestic worker is on sick leave, except in terms of section 15 (5).

(4) Neither an employer nor a domestic worker shall give notice of termination of employment whilst the domestic worker is on vacation leave.

(5) A domestic worker who has given or received notice to terminate employment shall not be required or be permitted to proceed on vacation leave during the currency of such period of notice except by mutual agreement which agreement shall be in writing.

(6) Nothing contained in this section shall affect the right of the employer to dismiss a domestic worker or he domestic worker to terminate his employment summarily on grounds recognised by law as justifying summary termination of employment.

(7) An employer may discharge his obligations by paying a domestic worker full wages and allowances for, and in place of, the period of notice required to be given in terms of this section.

(8) Any contract of employment which is for a specified period of time shall specify the date of commencement and the date of termination thereof and no further notice to terminate the contract on due date shall be required from either party.

(9) No employer shall give notice of termination of employment except with the prior written approval of the Minister.

## **17. Continuous service**

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

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

(2) A period of absence without the permission of the employer, or a period of absence between discharge and re-engagement of less than two months, shall not be taken into consideration in calculating any benefit in terms of section 13 or 15.

## **18. Record of service**

(1) A domestic worker whose services are terminated for any reason whatsoever may request and shall be granted a record of service from his employer.

(2) The record of service granted in terms of section (1) shall specify the period served by the domestic worker with the employer and the occupation in which he was employed.

## 19. Protective clothing

(1) An employer shall supply, free of charge, uniforms or other suitable protective clothing to a domestic worker who, in the course of his duties, is habitually exposed to inclement weather.

(2) Protective clothing supplied to a domestic worker shall become his property three months after the issue of the clothing to him if he is responsible for mending, washing or otherwise maintaining such clothing.

(3) Subject to [subsection \(2\)](#), a domestic worker who fails to return clothing supplied to him shall be liable for the cost of replacing such clothing and the employer may recover such amount from any money due to the domestic worker.

(4) An employer who recovers the cost of the replacement of clothing from a domestic worker in terms of [subsection \(3\)](#) shall, in the assessment of such cost, make due allowance for fair wear and tear.

## 20. Gratuities on termination of employment

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

(2) If a domestic worker who has completed five or more years of continuous service dies before receiving a gratuity in terms of [subsection \(1\)](#), there shall be paid to his estate the sum which the domestic worker would have received if his employment had been otherwise terminated on the date of his death.

(3) Notwithstanding the provisions of [subsections \(1\)](#) and [\(2\)](#), no gratuity shall be payable under this section if the employer has made provision for the domestic worker by way of a pension or gratuity scheme, registered as a fund in terms of the Pension and Provident Fund Act, 1976, which provides for benefits which are not less favourable than those prescribed in this section.

## 21. General

(1) For the avoidance of doubt, every female domestic worker shall, in terms of section 18 of the Labour Act 1985, be entitled to maternity leave.

(2) The provisions of section 18 of the Labour Relations Act, 1985 relating to maternity leave are set out in the Fourth Schedule.

### First Schedule GRADING AND WAGES

GRADE	MINIMUM WAGE			
	Monthly \$	Weekly \$	Daily \$	Hourly* \$
<i>Grade 1:</i> Yard/garden worker	120 000,00	27 714,00	5 039,00	560,00
<i>Grade 2:</i> Cook/housekeeper (with or without Grade 1 Duties)	126 360,00	29 183,40	5 306,00	590,00
<i>Grade 3:</i> Child-minder or disabled/aged minder (with or without grade 1 or grade 2 duties)	134 280,00	31 012,00	5 639,00	627,00
<i>Grade 4:</i> Disabled/aged minder with Red Cross Certificate or similar qualification (not including grade 1,2 or grade 3 duties)	142 336,00	32 872,00	5 977,00	664,11

\* The hourly rate applies for each hour worked, and any part of an hour worked must be remunerated as a complete hour.

[First Sch. substituted by S.I. No. 147 of 2007.]

### Second Schedule MONTHLY MINIMUM ALLOWANCES

	\$
Accommodation	21 050,00
Transport	50 500,00
Lights	5 050,00
Fuel	7 600,00
Water	2 105,00

[Second Sch. substituted by S.I. No. 147 of 2007.]

### **Third Schedule GRATUITIES**

*(Section 20)*

<i>Length of service</i>	<i>Percentage monthly wage on</i>
<i>Years</i>	<i>termination of employment</i>
5 - 10	15%
11 - 20	20%
21 - 30	25%
31 - 40	30%
41 - 50 and above	35%

[Third Sch. substituted by S.I. No. 147 of 2007.]

### **Fourth Schedule PROVISIONS OF SECTION 18 OF ACT**

*(Section 21)*

*Note by Deputy Chairman, Law Development Commission*

(See section 18 of the Labour Act [*Chapter 28:01*])

### **S.I. No. 31 of 1993 Labour Relations (General) Regulations**

**as amended by**

S.I. No. 154 of 2003

S.I. No. 64 of 2008

*(Section 141)*

#### ARRANGEMENT OF REGULATIONS

#### PART I

*Preliminary*

1. Title.
2. Interpretation.

#### PART II

*Trade Unions, Employers' Organisations, Employment Councils, Employment Boards And Advisory Boards*

3. Registered and unregistered trade unions and employers' organisations.
4. Employment councils.
5. Meetings of employment councils.
6. Employment council agreements.
7. Recovery of dues by employment councils.
8. Designated agents of employment councils.
9. [Repealed].
10. Advisory board.

- [11.](#) Appeals against decision of Registrar.

### [PART III](#)

#### *Collective Job Action*

- [12.](#) Show cause and disposal orders.  
[13.](#) Appeals against show cause orders or disposal orders.

### [PART IV](#)

#### *General*

- [14.](#) Summonses.  
[15.](#) Inspection of documents.  
[15A.](#) Inspection of premises.  
[16.](#) Availability of forms.  
[17.](#) Repeal and transitional.  
[Schedule](#) Forms

## PART I

### *Preliminary*

#### **1. Title**

These regulations may be cited as the Labour Relations (General) Regulations, 1993.

#### **2. Interpretation**

(1) In these regulations-

"form" means the appropriate form prescribed in the First Schedule.

(2) Any reference to a trade union or employers' organisation may also be construed as a reference to a federation of such trade unions or employers' organisations.

## PART II

### *Trade Unions, Employers' Organisations, Employment Councils, Employment Boards And Advisory Boards*

#### **3. Registered and unregistered trade unions and employers' organisations**

(1) An application for registration in terms of section 33 of the Act shall be made in duplicate and shall, in the case of-

- (a) a trade union, be in form L.R. 1; and  
(b) in the case of an employers' organisation, be in form L.R. 2.

(2) Every trade union or employers' organisation shall, within six months of the date of its formation, forward to the Registrar two copies of its constitution for submission to the Minister in terms of section 28 (3) of the Act, whether or not such trade union or employers' organisation makes an application in terms of [subsection \(1\)](#):

Provided that if it does make an application in terms of [subsection \(1\)](#), the copies of its constitution shall be forwarded at the same time as the application.

(3) . . . . .

[Sub-s. (3) repealed by S.I. No. 154 of 2003.]

(4) The certificate of registration of a trade union or employers' organisation shall be in form L.R.5.

[Sub-s. (4) amended by S.I. No. 154 of 2003.]

(5) An application for a variation of scope of registration in terms of section 39 of the Act shall be made in duplicate and shall, in the case of a trade union-



(a) be in form L.R.7; and

(b) in the case of an employers' organisation, be in form L.R.8.

(6) A registered trade union or employers' organisation may, upon written application to the Registrar accompanied by the current certificate of registration held by such trade union or employers' organisation, change its name, and a new certificate incorporating the change shall be issued by the Registrar in form L.R.9.

(7) The constitution of every registered trade union and employers' organisation shall provide that the official charged with receiving membership and other fees shall issue a receipt from a duplicate receipt book showing the amount and the nature of the fees received.

(8) The register of members required in terms of section 35 of the Act shall be kept in form L.R.10 in respect of each month of the year, and such register shall be of durable material, and entries therein shall be in writing, in legible characters and in ink.

(9) Every trade union which acts as an agent union in terms of section 31 of the Act shall maintain a separate register of the members of each trade union it represents.

(10) Every registered trade union or employers' organisation shall furnish to the Registrar at the end of the financial year a statement of the union or association dues collected by it in each month during that year.

(11) Every trade union or employers' organisation-

(a) whose application in terms of [subsection \(1\)](#) or [\(3\)](#) was unsuccessful; or

(b) which, within fourteen days of receiving a written inquiry from the Registrar, indicates that it wishes to remain unregistered, or fails to make any indication whatever;

shall, if it does not voluntarily wind up, be deemed to be an unregistered trade union or employers' organisation and shall forthwith complete and forward to the Registrar certain particulars in form L.R. 11.

(12) The Registrar may at any time request an unregistered trade union or employers' organisation to forward to him-

(a) additional particulars of all officials and office-bearers, including branch officials and office bearers; and

(b) any of the following documents-

(i) the minute-book of the trade union or employers' organisation;

(ii) membership records;

(iii) a statement of income and expenditure; or

(iv) cash-book and supporting receipts.

(13) Every unregistered trade union or employers' organisation shall furnish to the Registrar before the 31st January in each year a return of membership for the preceding year in form L.R. 12.

(14) Every trade union or employers' organisation shall, whether or not it is registered, keep a record in ink of the minutes of all its meetings.

(15) Every trade union or employers' organisation shall, whether or not it is registered, within thirty days of adopting any amendment to its constitution, forward to the Registrar two copies of such amendment for submission to the Minister in terms of section 28 (3) of the Act.

(16) A federation of trade unions or employers' organisations may not be registered in terms of this section until its constituent members have been registered.

[Sub-s. (16) amended by S.I. No. 154 of 2003.]

#### **4. Employment councils**

(1) An application for the registration of an employment council in terms of section 62 of the Act shall be made-

(a) by trade unions in form L.R. 13;

(b) by employers' or employees' organisations in form L.R. 14.

(2) The certificate of registration of an employment council shall be in form L.R. 15.

(3) The constitution of every registered employment council shall provide for the appointment or election of a secretary for the council.

(4) A registered employment council may, upon written application to the Registrar accompanied by a copy of the current certificate of registration held by such employment council, change its name, and a new certificate

incorporating the change shall be issued by the Registrar in form L.R. 16.

(5) A registered employment council may, after taking into account the consideration set out in section 67 (1) of the Act, apply its own initiative for a variation of the coverage of its registration in form L.R. 17.

(6) Where the Registrar cancels the certificate of registration of an employment council in terms of section 67 (4) (c) of the Act, he shall forthwith notify the secretary of the council, in writing, of such action.

(7) This section and sections 5, 6, 7 and 8 shall, *mutatis mutandis*, apply to a statutory employment council formed in terms of section 63 of the Act.

## **5. Meetings of employment councils**

(1) The secretary of an employment council shall give not less than seven days' written notice by hand or by post to a senior labour relations officer setting forth the date, place, time and business of any ordinary meeting of the council, or, in the case of a special meeting, sufficient notice to enable a labour relations officer authorised in writing by a senior labour relations officer to attend.

(2) Whenever an employment council has, by reason of a lack of quorum at any meeting, been unable to transact business, the secretary of the council shall send by hand or by post to the usual or last known address of each member of such council, notice, in writing, setting forth the date, place and time of a new meeting of the council.

(3) The secretary of every employment council shall, not later than twenty-one days after the close of a meeting of the council or of any committee exercising any of the functions of the council, forward to the Registrar six copies of the minutes of such meeting or such lesser or greater number of copies as the Registrar may specify.

## **6. Employment council agreements**

(1) Whenever an employment council has negotiated a collective bargaining agreement, the secretary of the council shall-

- (a) in the case of an agreement specified in section 84 (1) (a) of the Act, forward to the Registrar fifteen copies of such agreement;
- (b) in the case of an agreement specified in section 84 (b) of the Act, forward to the Registrar for submission to the Minister fifteen copies of such agreement;

or such lesser or greater number of copies as the Registrar may specify.

(2) Upon receipt of the copies of the documents specified in [subsection \(1\)](#), the Registrar shall, subject to section 84 (2) of the Act, register the collective bargaining agreement and, in terms of section 85 of the Act, the Minister shall publish the agreement in a statutory instrument.

(3) Subject to section 79 (4) of the Act, a request by an employment council for an extension of the period for which a collective bargaining agreement shall remain binding in terms of section 87 of the Act shall be in form L.R. 18.

## **7. Recovery of dues by employment councils**

Whenever an employment council wishes to recover any dues referred to in section 64 (d) of the Act, it shall send to the person concerned at his last known address a formal communication by registered post requiring payment of the dues owed by him within seven days, and, if no payment is made within that period, the council may proceed to recover the whole or part of dues owed by action in a competent court.

## **8. Designated agents of employment councils**

(1) A request by an employment council to appoint a person nominated by it to be a designated agent in terms of section 69 (1) of the Act shall be made to the Registrar in form L.R. 19.

(2) The certificate of appointment of a designated agent in terms of section 69 (2) of the Act shall be made in form L.R.20.

(3) Subject to section 63 of the Act, a person shall be qualified to hold office as a designated agent if he holds a university degree relevant to the industry.

[Sub-s. (3) inserted by S.I. No. 154 of 2003.]

## **9. . . . .**

## 10. Advisory boards

- (1) Any advisory board appointed in terms of section 19 of the Act shall be composed of-
  - (a) a chairman, a secretary and three other persons appointed by the Minister who shall be public officers in the Ministry of Public Service, Labour and Social Welfare;
  - (b) one representative from each of the following Ministries, nominated, in writing, by the Secretaries therefor and appointed by the Minister responsible for-
    - (i) finance;
    - (ii) trade and commerce;
    - (iii) agriculture; and
    - (iv) minutes;
  - (c) two representatives nominated by any employers' organisation generally representative of commerce and industry and appointed by the Minister;
  - (d) two representatives nominated by a federation of trade unions and appointed by the Minister;
  - (e) one representative of welfare or educational institutions appointed by the Minister.

(2) A member of an advisory board shall hold office for such period, not exceeding two years, as the Minister may fix on his appointment, and shall be eligible for re-appointment as a member on the expiry of his term.

(3) The Minister shall fix the date, time and place of the first meeting of an advisory board, and thereafter the board shall meet as often as it considers necessary to fulfil its functions in terms of the Act.

(4) Except as herein prescribed, an advisory board may regulate its own procedure.

(5) At any meeting of an advisory board-

- (a) the members present may elect one of their number to preside as chairman in the absence of the chairman of the board;
- (b) six members shall form a quorum;
- (c) all acts, matters or things authorised or required to be done by the board shall be decided by a majority of the members present;
- (d) the chairman may, with the approval of the board, invite any person to attend who has special knowledge or experience on any matters under discussion:  
Provided that such person shall not vote on any question before the board;
- (e) the chairman of the board or the person presiding shall, in the event of an equality of votes, have a casting vote in addition to a deliberative vote.

(6) A member of an advisory board who is not in the full time employment of the State shall be paid an allowance for attendance at a meeting of the board and such allowance shall be fixed from time to time by the Minister.

## 11. Appeals against decision of Registrar

(1) A person who wishes to appeal against a decision of the Registrar in terms of section 47, 65 or 67 of the Act may, within thirty days of the date on which he was notified of such decision, note an appeal, in form L.R.31, and section 10 of the Labour Relations (Settlement of Disputes) Regulations, 1993, shall, *mutatis mutandis*, apply:

Provided that where other persons were present at any accreditation proceedings held in terms of section 41 of the Act, the person making the appeal shall complete and send to those other persons such extra copies of form L.R 31 as are necessary to notify them of the appeal.

(2) In the case of an appeal in terms of [subsection \(1\)](#) against a decision made in terms of section 65 or 67 of the Act, the person noting the appeal and the Registrar shall at the same time specify the names and addresses of any witnesses they wish to have summoned to attend the proceedings.

(3) In the case of an appeal in terms of [subsection \(1\)](#) against a decision specified in section 47 of the Act, the person making such appeal and the Registrar shall, at the same time, if no accreditation proceedings were held on the matter of the appeal, specify the names and addresses of any witnesses they wish to have summoned to attend the appeal:

Provided that if accreditation proceedings were held on the matter of the appeal no person may be named as witness unless he was a witness at or party to those accreditation proceedings and was notified of the appeal in terms of the proviso to [subsection \(1\)](#).

(4) Upon receipt of a notice of appeal in terms of [subsection \(1\)](#), the Registrar, subject to the directions of the chairman or vice chairman of the Tribunal shall, as soon as is practicable, notify the parties to the appeal of the date, time and place of the hearing of the appeal and at the same time issue summonses in Form LR.32 to the witnesses, if any, requested to attend the appeal.

### PART III

#### *Collective Job Action*

#### **12. Show cause and disposal orders**

(1) The Minister may, in terms of section 106 of the Act, issue through an appropriate authority, a show cause order in form L.R.29 to be served on the parties concerned by hand or by post.

[Sub-s. (1) amended by S.I. No. 154 of 2003.]

(2) The Labour Court may, in terms of section 107 of the Act, issue a disposal order in form L.R.30 to be served on the parties concerned by hand or by post.

[Sub-s. (2) amended by S.I. No. 154 of 2003.]

#### **13. Appeals against show cause orders or disposal orders**

A party who is aggrieved by the issuance of a show cause or disposal order in terms of section 12 may note an appeal against the order, within the prescribed time, to the Labour Court.

[S. 13 substituted by S.I. No. 154 of 2003.]

### PART IV

#### *General*

#### **14. Summonses**

(1) Summons issued to a witness in terms of these regulations may be served on the person summoned-

- (a) by delivering a copy thereof to him; or
- (b) by leaving a copy thereof at his place of abode or business or employment with some responsible person; or
- (c) by dispatching copy thereof by registered post in an envelope on which are written his name and address which is his place of abode or business or employment, or his post office box number.

(2) The service of any summons in terms of this section may be effected by any person authorised thereto by the person who has signed it.

(3) Any person who, after being served with a summons, fails without sufficient cause to attend at the time and place specified in the summons shall be guilty of an offence.

#### **15. Inspection of documents**

(1) Any member of the public may, during the hours when the office concerned is normally open, inspect or copy-

- (a) at the office of the Registrar, any constitution or amendment to any constitution of any trade union, employment council or employers' organisation submitted to the Registrar, and any collective bargaining agreement registered by him in terms of section 84 of the Act;
- (b) at the office of any labour relations officer, any record of a settlement, determination or order made by such officer.

(2) Any party to a registered employment council or its duly authorised representative may inspect or copy at the office of the Registrar during the hours when that office is normally open, the certificate of registration or

certification of any trade union or employers' organisation.

(3) The Registrar may, on application being made to him, furnish to any member of the public, on payment of a fee calculated at the rate of twenty cents for each sheet or part thereof, certified copies of any collective bargaining agreement, decision of the Tribunal or draft statutory instrument proposed to be made by the Minister in terms of section 10 (2) of the Act or section 17 (5) of the Act.

### **15A. Inspection of premises**

(1) A labour officer may, in terms of section 126 of the Act, enter an establishment where workers are employed and inspect the premises for conditions of employment, child labour, occupational health and safety, gender and other matters incidental thereto.

(2) The details and findings of the inspection specified in [subsection \(1\)](#) shall be recorded by the labour officer in triplicate and shall be in Form L.R. 33.

[S. 15A inserted by S.I. No. 154 of 2003.]

### **16. Availability of forms**

Any form referred to in these regulations which is out of print may be issued, in writing, by the Registrar, senior labour relations officer or labour relations officer, as may be appropriate, who may omit any explanatory notes or other irrelevant matter therefrom.

### **17. Repeals and transitional**

(1) Subject to section 30 of the Labour relations Amendment Act 1992 (No. 12 of 1992), the Labour Relations (General) Regulations, 1985, published in Statutory Instrument 368 of 1985, are repealed.

(2) Any matter which was commenced in terms of the repealed regulations and which is pending before a hearing officer, regional hearing officer or chief hearing officer immediately before the coming into operation of these regulations shall be deemed to be pending before a labour relations officer or a senior labour relations officer, as may be appropriate.

*Note by Deputy Chairman, Law Development Commission*

#### **FORMS**

(1) The Labour Relations (General) (Amendment) Regulations, 2003 (No. 1) (Statutory Instrument 154 of 2003) repealed forms L.R. 3, L.R 4 and L.R 6.

(2) Due to a numbering error in the Labour Relations (General) Regulations, 1993, (Statutory Instrument 31 of 1993) numbers L.R 23 to L.R 28 were not allocated.

(3) Form L.R. 33 was inserted by the Labour Relations (General) (Amendment) Regulations, 2003 (No. 1) (Statutory Instrument 154 of 2003).

(4) The Labour Relations (General) (Amendment) Regulations, 2003 (No. 1) (Statutory Instrument 154 of 2003) amended-

- (a) Form L.R. 30 by the substitution of "the Labour Court" for "appropriate authority",
- (b) Form L.R. 31 by-
  - (i) the substitution of "Labour Court" for Tribunal",
  - (ii) the deletion of "the senior labour relations officer".

#### **Schedule FORMS**

*(Section 2(1))*

**Form L.R. 1**

#### **LABOUR RELATIONS ACT, 1985**

APPLICATION FOR THE REGISTRATION OF A. TRADE UNION

*N.B.-* (i) This application must be submitted in duplicate.

- (ii) The requirements prescribed by the Act are indicated in this form, and careful completion is essential to avoid undue delay.
- (iii) Areas may be defined by stating definite boundaries, or by giving a centre, such as a post office, and the radius therefrom in kilometres.
- (iv) This application is also valid for the registration of a federation of trade unions: where application is made in respect of a federation, delete, where appropriate, any reference to a "trade union" and substitute "federation".

Name of trade union

Address

The Registrar of Labour Relations,  
Private Bag 7707,  
Causeway.

Date

Sir,

1. We hereby, in terms of section 33 of the Labour Relations Act, 1985, and in accordance with a resolution adopted at a meeting held on the \_\_\_\_\_ 19\_\_\_\_, apply for the registration of this trade union in respect of-

(a) the interests of employees engaged or employed as

(b) in

(State the one particular undertaking, industry, trade or occupation and define such undertaking, industry, trade or occupation on reverse hereof.)

(c) in the area

2. Two copies of the constitution and rules of the trade union including all amendments, duly authenticated by the signature of the chairman and secretary as being true copies, are attached.
3. The following are the particulars of the members of the governing body of the trade union;

<i>Designation</i>	<i>Name</i>	<i>Address</i>
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4. The under-mentioned persons are officials or office-bearers of the trade union:

<i>Designation</i>	<i>Name</i>	<i>Address</i>
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5. The following particulars are supplied in accordance with section 34 of the Labour Relations Act, 1985-

(a) name(s) and address(es) of person(s) applying for the registration of the trade union

(b) name(s) and address(es) of the organisation(s) to which the trade union is affiliated

(c) sources of funds: membership fees and/or union dues (*delete inapplicable*); specify any other source

6. The information with respect to membership given in the following table is correct as at the above date.

*	1	2	3	4
Area/Name of trade union: (see Note (1) below)	Trade or occupation	Number of members	Number of members whose subscriptions are more than 3 months in <i>arrears</i>	Estimated number of persons eligible for membership but not enrolled

TOTAL				

\*Notes.- (1) *In the case of a registration of a trade union, specify each sub-area or branch separately: in the case of a registration of a federation, state only the name of each constituent trade union.*

(2) *The information required in columns 1, 2, 3 and 4 must be in respect of each separate area or branch of the trade union or, in the case of a federation, in respect of each constituent trade union.*

Yours faithfully,

As Witnesses:

1.

Chairman

2.

Secretary

Date , 19

**Form L.R. 2**

### LABOUR RELATIONS ACT, 1985

#### APPLICATION FOR THE REGISTRATION OF AN EMPLOYER'S ORGANISATION

- N.B.-*
- The application must be submitted in duplicate.
  - The requirements prescribed by the Act are indicated in this form, and careful completion is essential to avoid delay.
  - Areas may be defined by stating definite boundaries, or by giving a centre, such as a post office, and the radius therefrom in kilometres.
  - This application is also valid for the registration of a federation of employers' organisations: where application is made in respect of a federation, delete, where appropriate, any reference to an "employers\* organisation" and substitute "federation".

Name of employers' organisation

Address

The Registrar of Labour Relations,

Date

Private Bag 7707,

Causeway.

Sir,

- We hereby, in terms of section 33 of the Labour Relations Act, 1985, and in accordance with a resolution adopted at a meeting held in the 19 apply for the registration of this employers organisation in respect of-
  - the interests of the employers' engaged in
  - in  
(*State the one particular undertaking, industry, trade or occupation and define such undertaking, industry, trade or occupation on the reverse hereof.*)
  - in the area
- Two copies of the constitution and rules of the employers\* organisation including all amendments, duly authenticated by the signatures of the chairman and secretary as being true copies, are attached.
- The following are the particulars of the members of the governing body or the employers' organisation:

*Designation*

*Name*

*Address*

- The under-mentioned persons are officials or office-bearers of the employers organisation:

*Designation*

*Name*

*Address*

- The following particulars are supplied in accordance with, section 34 of the Labour Relations Act. 1985-

(a) name(s) and address(es) of person(s) applying for the registration of the employers' organisation

(b) name(s) and address(es) of the organisation(s) to which the employers\* organisation is affiliated

(c) sources of funds: membership fees and/or association dues (*delete inapplicable*); specify any other source.....

6. The *information* with respect to membership given in the following table is correct as at the above date.

1*	1	2	3	4
Area/Name of employers* Organisation (see Note (1) below)	Enterprise	Number of members	Number of members whose subscriptions are more than 3 months in arrear	Estimated number of persons eligible for membership but not enrolled
TOTAL				

\*Notes.- (1) *In the case of a registration of an employers' organisation, specify each sub-area or branch separately; in the case of a registration of a federation, state only the name of each constituent employers' organisation.*

(2) *The information required in columns 1, 2, 3 and 4 must be in respect of each separate area or branch of the employers' organisation or in the case of a federation, in respect of each constituent employers' organisation.*

Yours faithfully,

As Witnesses:

1.

Chairman

2.

Secretary

Date , 19

**Form L.R. 5**

Certificate No

**LABOUR RELATIONS ACT, 1985**

**CERTIFICATE OF REGISTRATION OF A TRADE UNION OR AN EMPLOYERS ORGANISATION, OR OF A FEDERATION OF TRADE UNIONS OR EMPLOYERS' ORGANISATIONS**

Original date of registration

This is to certify that

*(name of trade union, employers' organisation or federation)*

has been registered as a trade union/an employers' organisation/a federation of trade unions/a federation of employers' organisations/in terms of section 33 of the Labour Relations Act, 1985, in respect of the interests as set out in Table "A" in the

*(undertaking, industry, trade or occupation)*

within the area as set out in Table "C".

This certificate is subject to any variations shown in Table "B" or Table "D".

Dated at Harare this day of , 19

*Registrar of Labour Relations*

TABLE "A"  
INTERESTS REGISTERED

TABLE "B"  
VARIATION OF INTERESTS



The scope of registration of the within-named trade union/employers' organisation has, in terms of section 39 of the Labour Relations Act, 1985, been varied by-

Interests	Date of variation	Registrar of Labour Relations
1.		
2.		
3.		

TABLE "C"  
AREA REGISTERED

TABLE "D"  
VARIATION OF AREA

The scope of registration of the within-named trade union/employers' organisation has, in terms of section 39 of the Labour Relations Act, 1985, been varied by-

Interests	Date of variation	Registrar of Labour Relations
1.		
2.		
3.		

**Form L.R. 7**

**LABOUR RELATIONS ACT, 1985**

**APPLICATION FOR VARIATION OF SCOPE OF REGISTRATION OF A TRADE UNION**

- N.B.-* (i) This application must be submitted in duplicate.  
(ii) The requirements prescribed by the Act are indicated in this form, and careful completion is essential to avoid delay.  
(iii) Areas may be defined by stating definite boundaries, or by giving a centre, such as a post office, and the radius therefrom in kilometres.

Name of trade union

Address

Date

The Registrar of Labour Relations,  
Private Bag 7707,  
Causeway.

Sir,

- We hereby, in terms of section 39 of the Labour Relations Act, 1985, and in accordance with a resolution adopted at a meeting of \_\_\_\_\_ held on the \_\_\_\_\_ 19\_\_\_\_, apply for a variation of the scope of registration of this trade union.
- (a) The interests in respect of which the trade union seeks to delete from or add to those already set forth in its certificate of registration are:  
  
(b) in the \_\_\_\_\_  
(undertaking, industry, trade or occupation)  
(c) the area(s) in respect of which (a) is/are concerned are-

- The information with respect to membership given in the following table is correct as at the above date.

*	1	2	3	4
Area: state each sub-area or branch separately	Trade or occupation	Number of members	Number of member whose subscriptions are more than 3 months in arrear	Estimated number of persons eligible for membership but not enrolled

TOTAL				

\* The required information in columns 1, 2, 3 and 4 must be in respect of each separate area and branch

Yours faithfully,

As Witnesses:

1.

Chairman

2.

Secretary

Date , 19

### LABOUR RELATIONS ACT, 1985

#### APPLICATION FOR VARIATION OF SCOPE, OF REGISTRATION OF AN EMPLOYERS' ORGANISATION

- N.B.-*
- (i) This application must be submitted in duplicate.
  - (ii) The requirements prescribed by the Act are indicated in this form, and careful completion is essential to avoid delay.
  - (iii) Areas may be defined by stating definite boundaries, or by giving a centre, such as a post office, and the radius therefrom in kilometres.

Name of employers organisation

Address

Date

The Registrar of labour Relations,

Private Sag. 7707,

Causeway.

Sir,

1. We hereby, in terms of section 39 of the Labour Relations Act, 1985, and in accordance with a resolution adopted at a meeting of

held on the , 19 , apply for a variation of the scope of registration of this employers\* organisation.

2. (a) The interests in respect of which the employers' organisation seeks to delete from or add to those already set forth in a certificate of registration are

(b) in the

(undertaking, industry, trade or occupation)

(c) the area(s) in respect of which (a) is concerned is/are-

*	1	2	3	4
Area: state each sub-area or branch separately	Enterprise	Number of members	Number of members whose subscriptions are more than 3 months in arrear	Estimated number of persons eligible for membership but not enrolled
TOTAL				

\* The information required in columns 1, 2, 3 and 4 must be in respect of each separate area and branch.

Yours faithfully,

As Witnesses:

1.

Chairman

2.



TOTAL	

**LABOUR RELATIONS ACT, 1985**

STATEMENT TO BE FURNISHED BY UNREGISTERED TRADE UNIONS OR UNREGISTERDE EMPLOYERS' ORGANISATIONS,  
OR BY UNREGISTERED FEDERATIONS OF TRADE UNIONS OR EMPLOYERS' ORGANISATIONS

*N.B.*-This statement must be submitted in duplicate.

Name of unregistered trade union/unregistered employers' organisation/federation of  
unregistered trade unions/federation of unregistered employers' organisations

Address

Date

The Registrar of Labour Relations,  
Private Bag 7707,  
Causeway.  
Sir,

In terms of section 4 (11) of the Labour Relations (General) Regulations, 1985, we  
hereby supply the following information:

1. (a) The unregistered trade union/unregistered employers\* organisation/unregistered  
federation of trade unions/unregistered federation of employers' organisations  
operates in the area(s) of

(b) in respect of the employees/employers engaged in

2. Two copies of the constitution and rules of the unregistered trade union/unregistered  
employers\* organisation/unregistered federation of trade unions/unregistered  
federation of employers\* organisations, including all amendments, duly authenticated  
by the signatures of the chairman and secretary as being true copies, are attached.
3. The following particulars of the members of the governing body/executive committee  
are supplied-

<i>Designation</i>	<i>Name</i>	<i>Address</i>
--------------------	-------------	----------------

4. The under-mentioned persons are officials or office-bearers of the unregistered trade  
union/unregistered employers' organisation/unregistered federation of trade  
unions/unregistered federation of employers' organisations:

<i>Designation</i>	<i>Name</i>	<i>Address</i>
--------------------	-------------	----------------

5. The information with respect to membership given in the following table is correct as  
at the above date.

*	1	2	3	4
Area/Name of trade union or employers' Organisation (see Note (1) below)	Trade or occupation	Number of members	Number of members whose subscriptions are more than 3 months in arrear	Estimated number of persons eligible for membership but not enrolled

TOTAL				
-------	--	--	--	--

\*Notes.- (1) *In the case of an unregistered trade union or employers' organisation, specify each sub-area or branch separately: in the case of an unregistered federation, state only the name of each constituent trade union or employers' organisation.*

(2) *The information required in columns 1, 2, 3 and 4 must be in respect of each separate area and branch or, in the case of a federation in respect of each constituent trade union or employers' organisation.*

Yours faithfully,

As Witnesses:

1.

Chairman

2.

Secretary

Date , 19

**Form L.R. 12**

**LABOUR RELATIONS ACT, 1985**

**RETURN OF MEMBERSHIP OF UNREGISTERED TRADE UNION OR EMPLOYERS' ORGANISATION OR OF UNREGISTERED FEDERATION OF TRADE UNIONS OR EMPLOYERS' ORGANISATIONS**

*N.B.-This statement must be submitted in duplicate*

Name of unregistered trade union/employers' organisation/federation of trade unions/federation of employers' organisations

Address

Date

The Registrar of Labour Relations,  
Private Bag 7707,  
Causeway.  
Sir.

The number of members/member trade unions/member employers' organisations and other information in respect of the membership of this unregistered trade union/employers' organisation/federation of trade unions/federation of employers' organisations, in terms of section 3 (13) of the Labour Relations (General) Regulations, 1993, as at the 31st December, 19...., or at the date specified by the Registrar, is as detailed on the attachment.

We, the undersigned, being chairman and secretary of the unregistered trade union/employers' organisation/federation of trade unions/federation of employers' organisations, hereby certify that the information given in this return in respect of

*(undertaking, industry, trade or occupation, or, in the case of a federation undertakings, industries, trades or occupations covered by member trade unions/employers organisations)*

is in accordance with the records of this unregistered trade union/employers organisation/federation of trade unions/federation of employers organisations.

Yours faithfully,

As Witnesses:

1.

Chairman

2.

Secretary

Date , 19

**RETURN OF MEMBERSHIP**

Table to be completed by an unregistered trade union/employers' organisation/federation of trade unions/federation of employers' organisations.

*	1	2	3	4
Area/Name of trade union or employers organisation (see	Interests or enterprises represented	Number of members	Number of members in column 2 who are more than 3 months in	Estimated number of persons eligible for membership

Note (1) below)			arrear	but not enrolled

Form L. R. 13

**LABOUR RELATIONS ACT, 1985**

APPLICATION BY A TRADE UNION FOR REGISTRATION OF AN EMPLOYMENT COUNCIL

*N.B.-* A separate form must be completed in duplicate on behalf of each trade union which is a party to the employment council and submitted to the secretary of the employment council for transmission to the Registrar.

Name of trade union

Address

Date

The Registrar of Labour Relations,

Private Bag 7707,

Cause-way.

Sir,

1. In pursuance of an agreement reached with other interested bodies, we hereby apply, in terms of section. 62 of the Labour Relations Act, 1985, On behalf of this trade union, for the registration of an employment council for the

*(state the undertaking, industry, trade, or occupation, and define such undertaking, industry, trade or occupation on reverse hereof)*

in the area of

2. We certify that the following members or full-time officials were duly appointed by the trade union in terms of its constitution to represent it on the employment council-

*Representatives*

*Alternates*

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)
- (8)
- (9)
- (10)

3. The trade union represents the interests set out on the reverse hereof.
4. The address of the headquarters of the employment council, until further notice, will be

5. We certify that the information in respect of the industry given in the folio-wing table is in accordance with the records of the trade union as at the above date.

*	1	2	3	4
Area/State each sub-area of registration separately	Interests represented	Number of members	Number of members in column 2 who are more than 3 months in arrear	Estimated number of persons eligible for membership but not enrolled
TOTAL				

\* The information required in columns 1, 2, 3 and 4 must be in respect of each separate area.

Yours faithfully,

As Witnesses:

1.

Chairman of the trade union

2.

Secretary of the trade union

Note.- Form to be suitably modified when applicant is a branch of a trade union, and to be endorsed by the chairman and secretary of the trade union at headquarters.

Form L.R 14

**LABOUR RELATIONS ACT, 1985**

**APPLICATION BY AN EMPLOYERS' ORGANISATION FOR REGISTRATION OF AN EMPLOYMENT COUNCIL**

N.B.- This form should be suitably modified when application is triade by an individual employer.

A separate form must be completed in duplicate on behalf of each employers' organisation or individual employer, as the case may be, which or who is a party to the employment council, and submitted to the secretary of the employment council for transmission to the Registrar.

Name of employers' organisation

Address

Date

The Registrar of Labour Relations,  
Private Bag 7707,  
Causeway.

Sir,

1. In pursuance of an agreement reached with other interested bodies, we hereby apply, in terms of section 62 of the Labour Relations Act, 1985» on behalf of this employers' organisation, for the registration of an employment council for the

*(state the undertaking, industry, trade or occupation, and define such undertaking, industry, trade or occupation on the reverse hereof)*

in the area of

2. We certify that the following members or full-time officials were duly appointed by the employers' organisation in terms of its constitution to represent It on the employment council:

*Representatives*

*Alternates*

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)
- (8)
- (9)
- (10)

3. The employers organisation represents the interests set out on the reverse hereof.  
4. The address of the headquarters of the employment council until further notice will be

5. We certify that the information in respect of the industry given in the following table is in accord with the records of this employers' organisation as at the above date.

*	1	2	3	4
Area:State of registration separately	Enterprises represented	Number of members	members included in column 2 who are more than 3 months in arrear	Estimated Number of persons eligible for membership but not enrolled

TOTAL				

\* The information required in columns 1, 2, 3 and 4 must be in respect of each separate area.

Yours faithfully,

As Witnesses:

1.

Chairman of the employers\* organisation

2.

Secretary of the employers' organisation

Note.- Form to be suitably modified when applicant is a branch of an employers\* organisation, and to be endorsed by the chairman and secretary of the employers\* organisation at headquarters.

**Form L.R 15**

**LABOUR RELATIONS ACT, 1985**

CERTIFICATE OF REGISTRATION OF AN EMPLOYMENT COUNCIL

A. This is to certify that the

*(name of employment council)*

has, in terms of section 65 of the Labour Relations Act, 1985, been registered as an employment council for the

*(undertaking, industry, trade or occupation)*

as set out on the reverse hereof, in

*(area)*

with effect from the \_\_\_\_\_, 19

Date \_\_\_\_\_, 19

*Registrar of Labour Relations*

B. The scope of registration of the above-named employment council has, in terms of section 67 of the Labour Relations Act, 1985, been varied with effect from the 19 \_\_\_\_\_, the employment council is registered for the

*(undertaking, industry, trade or occupation)*

as set out on the reverse hereof, in

*(area)*

*Registrar of Labour Relations*

Date \_\_\_\_\_, 19

**Form L.R. 16**

Certificate No.

**LABOUR RELATIONS ACT, 1985**

CERTIFICATE OF REGISTRATION OF AN EMPLOYMENT COUNCIL:  
CHANGE OF NAME

A. I hereby certify that the

*(new name of employment council)*

formerly registered on the \_\_\_\_\_  
as the

*(old name of employment council)*

was registered by me, in terms of section 65 of the Labour Relations Act, 1985, under its new name, with effect from the \_\_\_\_\_,



19  
of the said employment council for the

The scope of registration

(undertaking; industry, trade or occupation)

as set out on the reverse hereof, in

(area)

Date , 19

Registrar of Labour Relations

- B. The scope of registration of the above named employment council has, in terms of section 67 of the Labour Relations Act, 1985, been varied. With effect from the , 19 , the employment council is registered for the

(undertaking, industry, trade or occupation)

as set out on the reverse hereof, in

(area)

Registrar of Labour Relations

Date , 19

**Form L.R 17**

### **LABOUR RELATIONS ACT, 1985**

#### **APPLICATION FOR VARIATION OF SCOPE OF REGISTRATION OF AX» EMPLOYMENT COUNCIL**

*N.B.*- This application must be submitted in duplicate, and be accompanied by information and tables similar to that required to be furnished by paragraphs 3 and 5 of form L.R. 13 in respect of each trade union and by paragraphs 3 and 5 of form L.R. 14 in respect of each employers\* organisation which is party to the employment council.

Name of employment council

Address

Date

The Registrar of Labour Relations,  
Private Bag 7707,  
Causeway.  
Sir,

We hereby, in pursuance of a resolution adopted by the above-mentioned employment council, apply, in terms of section 67 of the Labour Relations Act» 1985, for the variation of the scope of registration of this employment council by the inclusion/exclusion of

in

(area)

Yours faithfully,

As Witnesses:

1.

Chairman

2.

Secretary

**Form L.R. 18**

### **LABOUR. RELATIONS ACT, 1985**

#### **EXTENSION OF AGREEMENT**

*N.B.*-This application must be submitted in duplicate.

Name of employment council

Address

Date

The Registrar of Labour Relations,  
Private 7707,  
Causeway.  
Sir,

1. In terms of section 87 of *the* Labour Relations Act, 1985, we hereby request that the agreement dated the \_\_\_\_\_, 19\_\_\_\_, shall be extended for a period of \_\_\_\_\_ months, from the \_\_\_\_\_, 19\_\_\_\_, being the present expiry date of the agreement.
2. The subjoined statement of the number of employers and employees engaged in the industry to which the agreement relates is in accordance with the records of this employment council as at the 19\_\_\_\_.

*	1	2
Area: State each sub-area of registration separately	Number of employers	Number of employees
TOTAL		

\* The information required in columns 2 and 2 muse be in respect of each separate area.

Yours faithfully,

Signature of the Chairman, Vice-Chairman and Secretary, or three duly authorised representatives of f the employment council

As Witnesses:

- 1.
- 2.

**Form L.R 19**

**LABOUR RELATIONS ACT, 1985**

**REQUEST FOR APPOINTMENT OF A DESIGNATED AGENT**

Name of employment council

Address

Date

The Registrar of Labour Relations,  
Private Bag 7707,  
Causeway.  
Sir,

My employment council has directed me to request you to appoint the person concerning whom particulars are given below as the designated agent of the employment council in terms of section 69 of the Labour Relations Act, 1985.

1. Name of nominee
2. Address of nominee
3. Period of service with employment council
4. Standard of education
5. State whether at any time convicted of a criminal offence  
If so, give date(s) and particulars
6. Name of previous employer  
Three recent testimonials as to the character of the above-mentioned person, from persons of standing, are attached.

Yours faithfully,

Date \_\_\_\_\_, 19\_\_\_\_

Secretary

**LABOUR RELATIONS ACT, 1985**

CERTIFICATE OF APPOINTMENT OF DESIGNATED AGENT

This is to certify that  
 has, in terms of" section 69 of the Labour Relations Act, 1985, been appointed by the Registrar as a designated agent of the

*(name of employment council)*

Dated at Harare this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_ .

*Registrar of Labour Relations*

**LABOUR RELATIONS ACT. 1985**

NOTIFICATION TO PARTY TO ATTEND PROCEEDINGS

To \_\_\_\_\_  
 Name and address of party

You are hereby notified that the matter/appeal concerning

*(subject of appeal/matter)*

in respect of which a notice of appeal/reference was made on the  
 and to which you are a party/to which you have been joined as a party/*shall be heard*  
 before

*(specify the Tribunal. or the name designation of the Officer, as the case may be)*

at \_\_\_\_\_  
*(place)*

on \_\_\_\_\_ at the hour \_\_\_\_\_ m.

*N.B.-* If, as a party, you fail to attend the hearing at the time and place notified, the hearing may proceed without you to the possible detriment of your interests.

Given under my hand at \_\_\_\_\_ this \_\_\_\_\_  
 day of \_\_\_\_\_, 19 \_\_\_\_ .

*Registrar on behalf of Tribunal\*  
 Senior Labour Relations Officer\*  
 Labour Relations Officer \**

\* *Delete inapplicable.*

**LABOUR RELATIONS ACT. 1985**

SHOW CAUSE ORDER

To \_\_\_\_\_  
 Name or designation and address of party

You are hereby directed to appear before

*(name and designation of appropriate authority)*

at \_\_\_\_\_  
*(Place)*

on \_\_\_\_\_ at the hour \_\_\_\_\_ m.,  
*(date)*

to show cause why the collective job action/lock-out threatened/anticipated/initialled/by you/against you/on

*(date of notification of action in terms of section 120 (2) of the Act, or date of commencement of action)*

and involving \_\_\_\_\_  
*(Name or designation and, if applicable address, of employer, undertaking, trade or occupation affected by action)*

should not be disposed of in terms of section 123 of the Act.

Pending the determination of this matter 1 further direct that the collective job action/lock-out-

- (a) be terminated/postponed/suspended; or
- (b) be reduced to the following extent

*N.B.-* If you fail to show cause at the; time and place notified, you shall be guilty of an offence, and liable to a fine not exceeding two thousand dollars or to imprisonment not exceeding one year or to both such fine and such. imprisonment.

*(Signature of Minister/Signature and  
designation of appropriate authority acting  
on. behalf of Minister)*

**Form L.R 30**

### **LABOUR RELATIONS ACT, 1 985**

#### DISPOSAL ORDER

- N.B.-* (i) Three copies of this form shall be completed by the Appropriate authority, of which one shall be retained by him and the others shall be served on the parties to the dispute.
- (ii) Any party who does not comply with the: whole: or any part of this disposal order shall be guilty of an offence, and liable to a fine not exceeding two thousand dollars or to imprisonment not exceeding one year or to both such fine and such imprisonment.

Name, designation and address of appropriate authority making the disposal order

Names and addresses of parties to the dispute

Return day of show cause order

Facts of dispute no which disposal order relates

Order by appropriate authority to dispose of dispute

Date of disposal order \_\_\_\_\_, 19

Served on parties by hand/posted to parties concerned on

*(Appropriate authority)*

**Form L.R. 31**

### **LABOUR RELATIONS ACT, 1985**

#### NOTICE OF APPEAL TO LABOUR COURT

- N.B.-* (i) This notice must be completed in triplicate by the appellant; two copies shall he sent to the Registrar, one which shall be served on the respondent.
- (ii) A person noting an appeal on behalf of another person or body, shall indicate on this form at which address process should be served.
- (iii) A copy of the decision, determination or order being appealed against must be attached to this notice.
- (iv) An appeal against decision of the Registrar in terms of section 47, 65 or 67 of the Act as read with section 11 of the Labour Relations (General) Regulations,

1993, must be lodged within *thirty days* of the date on which the appellant was notified of the decision.

To the Registrar,

I,

*(name of the person noting the appeal)*

of

*(address of the above)*

here by note an appeal to the Court from the attached decision/determination/order/show cause order/disposal order (*delete inapplicable*) of/the Minister/the Registrar/the Works Council/the National Employment Council/the appropriate authority named therein (*delete inapplicable*) of the minister the Register the Works council the National Employment council the appropriate authority named therein (*delete inapplicable*)

I note this appeal *on my own behalf/on behalf of*

*(name and address of person or body on whose behalf acting)*

in my capacity as

*(specify interest in appeal)*

The grounds on which this appeal is noted are as follows:

I wish to have summoned to attend the appeal the following persons as witnesses-

<i>Name</i>	<i>Address</i>	<i>Notes</i>
-------------	----------------	--------------

*(Signature of person noting appeal)*

As Witnesses:

- 1
- 2

*For official use only*

Received by the Registrar on the \_\_\_\_\_, 19

*Registrar*

\* *Delete inapplicable.*

**Form L.R. 32**

**LABOUR RELATIONS ACT, 1985**

**SUMMONS**

To

Name of witness and address

You are hereby required *to* appear in person before\*

at

*(place)*

on

*(date)*

at the hour \_\_\_\_\_ m., and on any subsequent day to which the proceedings may be postponed, giving evidence respecting?

You are to bring with you and then produce to\*

the several books, documents and/or things specified in the list hereunder. List of books, documents or things to be produced-

- 1.
- 2.
- 3.

*N.B.-* If you fail to appear in person as witness at the time and place notified, you shall be guilty of an offence and liable to a fine not exceeding two thousand dollars *or* to imprisonment for a period not exceeding *one* year or to both such fine and such imprisonment.

Given under my hand at \_\_\_\_\_ this  
day of \_\_\_\_\_, 19 \_\_\_\_ .

*Registrar on behalf of Tribunal?  
Senior Labour Relations Officer?  
Labour Relations Officer?*

- \* *State body or person concerned.*
- ? *Specify in what connexion witness is required to give evidence.*
- ? *Delete whichever is inapplicable.*

**Form L.R. 33**

**LABOUR RELATIONS ACT**  
[CHAPTER 28. 01]

LABOUR INSPECTORATE  
INSPECTION FORM

*N.B.-*

- (a) This form shall be completed in triplicate.
- (b) All copies of this form shall be signed by the labour officer/inspector and the employer/his or her representative.
- (c) Any contravention shall be noted with a direction to rectify in the space for comments/action taken provided on this form.

Name and address of employer (physical):

Tel:

Telefax:

Inspection date:

Industry classification:

State:

- (a) Collective Bargaining Agreement: S.I. No. No.:
- (b) Employment Regulations: S.I. No. No.:
- (c) Works Council/Plant level Agreement:

1. Employees Profile:

Nature of Contract	Number of employees		
	Totals	Males	Females
(i) Permanent			
(ii) Fixed Term Contract (a) Seasonal (b) Casual			
(iii) Employees under 15 years			

2.1 General Conditions of Employment

Conditions of employment	Tick if in compliance	Comments by labour officer/inspector and action taken to rectify
(i) Grading and wages		
(ii) Hours of work		
(iii) Short time work		
(iv) Special/Annual/Casual leave		
(v) Vacation leave		

(vi) Sick leave		
(vii) Maternity leave		
(viii) Overtime		
(ix) Deductions		
(x) Incentive production bonus scheme		
(xi) Industrial holidays		
(xii) Gratuities		
(xiii) Pension scheme		
(xiv) Accommodation		

## 2.2 General Conditions of Employment: Health and Safety

Conditions of employment	Provided for/Not provided for	Comments to labour officer/inspector and action taken
(i) Protective clothing		
(ii) NSSA-workman's compensation		
(iii) Health and safety committee		

## 2.3 General Conditions of Employment: HIV and AIDS

(Paragraph inserted by S.I 64 of 2008)

Conditions of employment	Provided for/Not provided for	Comments by labour officer/inspector and action taken
(i) Accessibility of S.I. No. 202 of 1998.		
(ii) Any HIV and AIDS (a) Sector policy in place (b) Workplace		
(iii) Any HIV and AIDS committee/coordinator		
(iv) Education and awareness of employees		
(v) HIV and AIDS risk management		
(vi) Any peer educators and counsellors		
(vii) Medical Testing		
(viii) Care and Support		

## 3. Operational Institutions/Instruments under the Labour Act

Institution/Instrument	Functional/Existence	Non-existent	Comments by labour officer/inspector and action taken
(i) Workers Committee			
(ii) Works Council			
(iii) Trade Unions- (a) Registered (b) Unregistered			
(iv) Employers Organisations- (a) Registered (b) Unregistered			
(v) Employment Council			
(vi) Employment Code of Conduct- (a) Works Council (b) NEC			

## 4. Evidence of any offence/contravention:

Books or documents/records seized as evidence of offence:

- (i)
- (ii)

## 5. General observations:

Signed:

*Employer/Representative*

*Labour officer/Inspector*

Dated:

OFFICIAL USE ONLY

SUPERVISOR: INSPECTORATE UNIT:

DATE:

COMMENTS:

PROVINCIAL HEAD: PLO:

COMMENTS:

## **S.I. No. 72 of 1997: Labour Relations (Employment of Children and Young Persons) Regulations, 1997**

**as amended by**

S.I. No. 155 of 1999

*(Section 17)*

### ARRANGEMENT OF REGULATIONS

<a href="#">1.</a>	Title
<a href="#">2.</a>	Interpretation
<a href="#">3.</a>	Employment of children and young persons
<a href="#">4.</a>	Hours of works
<a href="#">5.</a>	Contracts of employment
<a href="#">6.</a>	Records to be kept
<a href="#">7.</a>	Offences
<a href="#">Schedule</a>	Prohibited Employment Activities in Respect of Children and Young Persons

### **1. Title**

These regulations may be cited as the Labour Relations (Employment of Children and Young Persons) Regulations, 1997.

### **2. Interpretation**

In these regulations-

"child" means any person under the age of sixteen years;

"education" means attendance at a school as provided for in the Education Act [*Chapter 25:74*] or participation in vocational or training programme approved by the Minister of Higher Education;

"hazardous substance" means a hazardous substance as defined in the Hazardous Substances and Articles Act [*Chapter 15:05*];

"light work" means work which is not likely to jeopardise the education, health, safety, rest or the social, physical or mental development of a child;

"young person" means any person who has attained the age of sixteen years but has not attained the age of eighteen years.

### **3. Employment of children and young persons**

(1) No person shall employ any child or young person in an activity set out in [the Schedule](#).



- (2) No person shall employ a child under the age of fifteen years.
- (3) No person shall employ a child or young person except as is provided for in [subsection \(4\)](#) or [\(5\)](#).
- (4) A child who is thirteen years of age or more may perform light work where such work-
  - (a) is an integral part of a course of education or training for which the school or training institution is primarily responsible; and
  - (b) does not prejudice such child's education, health, safety, social or mental development.
- (5) A young person may be employed in an activity in which he receives adequate specific instructions or vocational training in that activity.

[S. 3 amended by S.I. No. 155 of 1999.]

#### **4. Hours of works**

- (1) No employer shall require a child or young person to work-
  - (a) more than six hours in any one day, or
  - (b) for a continuous period of three hours without a break of at least fifteen minutes.
- (2) No employer shall require or permit a child or young person to work overtime.
- (3) A child or young person shall be entitled to at least one and a half days off each week, at least twenty-four hours of which shall be continuous.

#### **5. Contracts of employment**

- (1) Every employer of child or young person shall specify in the contract of employment for such child or young person-
  - (a) the wages to be paid; and
  - (b) the hours of work; and
  - (c) the days off work; and
  - (d) any other benefits that may be provided for in any applicable collective bargaining agreement or employment regulations.
- (2) A contract for the employment of a child or young person shall not be valid unless it is entered into by or with the consent of the parent or guardian of the child or young person.
- (3) A child or young person shall not be employed to work during a school term, as fixed in terms of the Education Act [*Chapter 25:04*], unless the contract of employment concerned has been approved by the Minister.

#### **6. Records to be kept**

- (1) An employer who employs a child or young person shall keep the following records in respect of such child or young person-
  - (a) the name and age of the child or young person:  
Provided that, where there is insufficient evidence available on the age of any child or young person, an employer shall ensure that an affidavit certifying the age of the child or young person is obtained; and
  - (b) the name and address of the parent, guardian or social Welfare Officer of that child or young person; and
  - (c) the details of the terms of the contract of employment as required by section 5.
- (2) Every employer of a child or young person shall keep the records referred to in [subsection \(1\)](#) for a period of not less than three years and, on request, shall produce such records to-
  - (a) a labour relations officer, or
  - (b) a designated-agent of an employment council.

## 7. Offences

Any person who contravenes these regulations shall be guilty of an offence and liable to a fine not exceeding two thousand dollars or imprisonment for a period not exceeding twelve months or to both such fine such imprisonment.

### **Schedule** **PROHIBITED EMPLOYMENT ACTIVITIES IN RESPECT OF CHILDREN AND YOUNG PERSONS**

*(Section 3 (1))*

1. Any work which is likely to jeopardise or interfere with the education of the child or young person.
2. Any work involving contact with any hazardous substance, article or process including ionising radiation.
3. Any work involving underground mining.
4. Any work that exposes a child to electrical cutting or grinding blades.
5. Any work that exposes a child to extremes of heat, cold, noise or whole body vibration.
6. Any night shift work.

### **S.I. No. 6 of 2002: Labour Relations (Terminal Benefits and Entitlements of Agricultural Employees Affected by Compulsory Acquisition) Regulations, 2002**

#### **as amended by**

S.I. No. 101 of 2002

S.I. No. 232 of 2002

S.I. No. 233 of 2006

*(Section 17)*

#### ARRANGEMENT OF SECTIONS

- |           |   |
|-----------|---|
| <u>1.</u> | Title   |
| <u>2.</u> | Interpretation  |
| <u>3.</u> | Terminal benefits and entitlements of agricultural employees affected by compulsory acquisition |
| <u>4.</u> | When employment deemed to have been terminated because of compulsory acquisition                |
| <u>5.</u> | Agricultural Employees Compensation Committee   |
| <u>6.</u> | Terminal benefits and entitlements due may be deducted from compensation payable to employer    |

## 1. Title

These regulations may be cited as the Labour Relations (Terminal Benefits and Entitlements of Agricultural Employees Affected by Compulsory Acquisition) Regulations, 2002.

## 2. Interpretation

In these regulations-

"acquiring authority" has the meaning given to that term by section 2 of the Land Acquisition Act [*Chapter 20:10*];

"agricultural industry" means the industry in which employers and employees are associated for the commercial production of crops, including forestry, livestock, poultry and fish, and their produce, and includes the complementary processing of agricultural products on the property of the employer where such livestock or crops are produced or on the property of any other agricultural employers;

"Agricultural Industry Agreement" means the Collective Bargaining Agreement for the Agricultural Industry

published in Statutory Instrument 323 of 1993, as amended from time to time;

"Committee" means the Agricultural Employees' Compensation Committee established in terms of section 5;

"employee" means any person employed by, or working for, any employer in the agricultural industry, and receiving or entitled to receive any remuneration in respect of such employment or work;

"employer" means any person who employs or provides work for another person in the agricultural industry and remunerates or expressly or tacitly undertakes to remunerate him, and includes the manager, agent or representative of such person who is in charge or control of the work upon which such other person is employed;

"farm" means any piece of rural land on which employees are employed;

"terminal benefits and entitlements", in relation to an employee, means the benefits and entitlements specified in section 3 (1) (a) to (f).

### **3. Terminal benefits and entitlements of agricultural employees affected by compulsory acquisition**

(1) Notwithstanding any other statutory instrument, arrangement or agreement to the contrary, if it becomes necessary for an employer to terminate the employment of any employee because any farm or part of a farm belonging to the employer has been compulsorily acquired for resettlement or other purposes in terms of the Land Acquisition Act [*Chapter 20:10*], the following amounts shall be payable by the employer to each employee whose employment is so terminated-

- (a) severance pay equivalent to the full wages of the employee for a period of three months as shall be calculated using the wage rate at the time when the employer's property was evaluated by the Ministry of Lands; and  
[Para. (a) amended by S.I. No. 232 of 2006.]
- (b) wages in lieu of notice under the contract of employment or Agricultural Industry Agreement; and
- (c) an amount equivalent to twice the employee's current monthly wage for each completed year of continuous service with the employer as shall be calculated using the wage rate at the time when the employer's property was evaluated by the Ministry of Lands; and  
[Para. (c) amended by S.I. No. 232 of 2006.]
- (d) an amount of one month's pay in respect of the relocation of the employee; and  
[Para. (d) amended by S.I. No. 232 of 2006.]
- (e) the gratuity on termination of employment payable to the employee in terms of section 23 of the Agricultural Industry Agreement; and
- (f) the cash equivalent of any vacation leave accumulated. by the employee in the year in which-the termination of his employment occurred.

(2) Where an employee is paid otherwise than monthly, the monthly equivalent of his weekly, daily or hourly wage shall be calculated in accordance with section 9 of the Agricultural Industry Agreement.

(3) For the purpose of [subsection \(1\) \(c\)](#), continuous service shall be construed in accordance with the Agricultural Industry Agreement.

### **4. When employment deemed to have been terminated because of compulsory acquisition**

If, at any time after a preliminary notice is served on an employer in terms of section 5 (1) (b) of the Land Acquisition Act [*Chapter 20:10*], the employment of any person on the farm, or part of a farm referred to in that notice is terminated, then it shall be presumed for the purposes of section 3 that such employment was terminated because of such acquisition, unless the contrary is proved by the employer concerned.

### **5. Agricultural Employees Compensation Committee**

(1) There is hereby established a committee, to be known as the Agricultural Employees' Compensation Committee, which shall consist of the Secretary of the Ministry responsible for Public Service, Labour and Social Welfare or his nominee, who shall be the chairman of the Committee, and the following members appointed by the Minister-

- (a) an additional representative of the Ministry responsible for Public Service, Labour and Social Welfare chosen by the Minister; and
- (b) a person nominated by the Minister responsible for agriculture; and
- (c) a person nominated by the Minister responsible for local government; and

- (d) a person nominated by the employer representatives in the National Employment Council for the Agricultural Industry; and
- (e) a person nominated by the employee representatives in the National Employment Council for the Agricultural Industry.

(2) Each member of the Committee may appoint a person as an alternate member of the Committee, and any such alternate member may act as a member during any period that a substantive member is unable to exercise his functions.

(3) The function of the Committee shall be to determine what terminal benefits and entitlements, if any, are due to any employee of an employer in respect of whom the Committee receives notification of payment of compensation for land compulsorily acquired in terms of section 6.

(4) The Committee shall hold its first meeting on such date and at such place as the Minister may fix, and thereafter the Committee shall meet for the dispatch of business as often as is necessary or expedient and may adjourn, close and otherwise regulate its meetings and procedure as it thinks fit:

Provided that at all meetings of the Committee each member present shall have one vote on each question before the Committee and, in the event of an equality of votes, the chairman shall have a casting vote in addition to a deliberative vote

(5) The quorum at any meeting of the Committee shall be four members.

(6) With the approval of the other members the chairman may invite any person to attend a meeting of the Committee, where the chairman considers that the person has special knowledge or experience in any matter to be considered by the Committee at that meeting.

(7) A person invited to attend a meeting of the Committee in terms of [subsection \(6\)](#) may take part in the proceedings of the Committee as if he were a member thereof, but shall not have a vote on any question before the Committee.

(8) The Committee shall cause minutes of all proceedings of and decisions taken at all meetings of the Committee to be entered in books kept for the purpose.

(9) The Minister, with the approval of the Public Service Commission, may assign any person employed in his Ministry to act as secretary to the Committee.

[S. 5 substituted by S.I. No. 101 of 2002.]

## **6. Terminal benefits and entitlements due may be deducted from compensation payable to employer**

(1) The acquiring authority shall, before making to an employer any advance payment of compensation in terms of section 25 of the Land Acquisition Act [*Chapter 20:10*] or any payment of compensation in terms of section 29C of that Act, notify the Committee in writing of that fact.

(2) If, within thirty days of receiving notification in terms of [subsection \(1\)](#), the Committee-

- (a) certifies in writing that the employer has paid the terminal benefits and entitlements of his employees, the acquiring authority shall proceed to pay the compensation to the employer; or
- (b) certifies in writing that the employer has not paid the terminal benefits and entitlements of his employees or any part of them, the acquiring authority shall deduct from the amount of the compensation payable a sum equivalent to the terminal benefits and entitlements or any part of them that is certified by the Committee in terms of [subsection \(2a\)](#) to be due, and pay such amount to the Committee for disbursement to the employees concerned:

Provided that the Committee shall not make any disbursement in terms of this paragraph before affording the employer a reasonable opportunity to make representations in the matter; or

[[Para. \(b\)](#) amended by S.I. No. 101 of 2002.]

- (c) fails to make any certification in terms of [paragraph \(a\)](#), or (b), the acquiring authority shall proceed to pay the compensation to the employer.

(2a) For the purpose of [subsection \(2\) \(b\)](#), the Committee shall make a recommendation to the Minister of the amount of terminal benefits and entitlements, if any, that in its opinion is due to any employee or group of employees in terms of these regulations, and thereupon-

- (a) the Minister may accept the recommendation or refer it back to the Committee for re-evaluation; and
- (b) if the Minister accepts the recommendation or a recommendation made after re-evaluation, the Committee shall certify that the amount is due.

[Sub-s. (2a) inserted by S.I. No. 101 of 2002.]

(3) For the avoidance of doubt, nothing in this section shall preclude an employer from paying the terminal

benefits and entitlements of his employees prior to receiving any advance payment of compensation in terms of section 25 of the Land Acquisition Act [*Chapter 20:10*] or any payment of compensation in terms of section 29C of that Act.

(4) For the avoidance of doubt it is declared that this section shall apply in respect of every employer to whom any payment of compensation referred to in [subsection \(1\)](#) is due, whether a preliminary notice referred to in section 4 was served upon him before or after the date of commencement of these regulations, and whether or not the employment of any of his employees was terminated before or after such date on account of the compulsory acquisition of his farm.

[Sub-s. (4) inserted by S.I. No. 232 of 2002.]

**S.I. No. 131 of 2003: Labour Relations (Protection Against Any Acts of Interference Between Workers' Organisation and Employers' Organisation) Regulations, 2003**

(Section 17 (1))

ARRANGEMENT OF REGULATIONS

<a href="#">1.</a>	Title
<a href="#">2.</a>	Interpretation
<a href="#">3.</a>	Protection against acts of interference

**1. Title**

These regulations may be cited as the Labour Relations (Protection Against any Acts of Interference Between Workers' Organisation and Employers' Organisation) Regulations, 2003.

**2. Interpretation**

In these regulations-

"workers' organisation" means a trade union, staff association or workers' committee as defined in the Act.

**3. Protection against acts of interference**

(1) Workers' and employers' organisations shall enjoy adequate protection against any acts of interference by each other or each other's agents or members in their establishment, functioning or administration.

(2) No employer or employers' organisations shall interfere with a workers' organisation or its agents or members with respect to the establishment, function or administration of the worker's organisation.

(3) It shall be an act of interference in terms of [subsection \(2\)](#) for an employer or employers' organisation to promote the establishment of workers' organisation under the domination of the employer or employers' organisation, or to support a workers' organisation by financial or other means, with the object of placing such organisation under the control of the employer or employers' organisation.

(4) Any employer or representative of an employers' organisation or workers' organisation who contravenes [subsection \(3\)](#) shall be guilty of an offence and liable to a fine not exceeding level five or to imprisonment for a period not exceeding six months or to both such fine and imprisonment.

**S.I. No. 186 of 2003: Labour Relations (Retrenchment) Regulations, 2003**

(Section 17)

ARRANGEMENT OF REGULATIONS

<a href="#">1.</a>	Title
<a href="#">2.</a>	Interpretation
<a href="#">3.</a>	Retrenchment of employees
<a href="#">4.</a>	Retrenchment board
<a href="#">5.</a>	Retrenchment deemed approved in terms of subsection 10 of section 12C of the Act
<a href="#">6.</a>	Forms
<a href="#">7.</a>	Repeal
<a href="#">Schedule</a>	

## 1. Title

These regulations may be cited as the Labour Relations (Retrenchment) Regulations, 2003.

## 2. Interpretation

In these regulations-

"form" means the appropriate form prescribed in [the Schedule](#):

"retrenchment board" means the retrenchment board established in terms of section 4;

"works council" means a works council as defined in section 2 of the Labour Relations (Workers Committees) (General) Regulations, 1985, published in Statutory Instrument 372 of 1985.

## 3. Retrenchment of employees

(1) An employer who wishes to retrench five or more employees shall do so in terms of section 12C of the Act.

(2) An employer who wishes to retrench less than five employees shall-

- (a) give written notice of his intention to the works council established for the undertaking or if there is no such works council to the employment council established for the undertaking or industry; and
- (b) provide the works council with details of every employee whom he wishes to retrench and the reasons for the proposed retrenchment.

(3) The works council or employment council shall forthwith attempt to secure agreement between the employer and the employees concerned or their representatives as to whether or not the employees should be retrenched and if they are to be retrenched, the terms and conditions on which they may be retrenched, having regard to the considerations specified in section 12C (11) of the Act.

(4) If, within one month after receiving notice in terms of [subsection \(1\)](#), the works council or employment council secures an agreement between the employer and employees concerned or their representatives on the matters referred to in [subsection \(2\)](#), the works council or the employment council shall send the employer its written approval, in Form LRR2, of the retrenchment of the employees concerned in accordance with the agreement and the works council or employment council shall send another copy to the retrenchment board.

(5) If, within one month after receiving notice, in terms of [subsection \(1\)](#), the works council or employment council has failed to secure an agreement between the employer and the employees concerned or their representatives on the matters referred to in [subsection \(2\)](#), the works council or employment council shall refer the matter together with all documents which the employer and the employees concerned may have submitted to the works council or employment council and copies of the minutes of any proceedings or deliberations, to the retrenchment board which shall deal with the matter in terms of section 12C of the Act.

(6) In an establishment or undertaking where there is no works council or employment council the employer shall-

- (a) give written notice to the employee(s) concerned of his intention to retrench them, together with the reasons for the proposed retrenchment; and
- (b) attempt to secure an agreement with the employee(s) concerned on whether or not the employee(s) should be retrenched and the terms and conditions on which they may be retrenched having regard to the considerations specified in section 12C (11) of the Act.

(7) If the employer secures an agreement with the employee(s) concerned on the matters referred to in [subsection \(6\) \(b\)](#) the employer shall send a copy of the agreement signed by all parties concerned, to the retrenchment board.

(8) If within one month after giving notice in terms of [subsection \(6\) \(a\)](#) the employer had failed to secure an agreement with the employee(s) concerned on the matters referred to in [subsection \(6\) \(b\)](#), the employer shall refer the matter to the retrenchment board which shall deal with the matter in terms of section 12C of the Act.

#### **4. Retrenchment board**

(1) There is hereby established a board, to be known as the retrenchment board, consisting of the following members appointed by the Minister-

- (a) two persons employed in the Ministry of Public Service, Labour and Social Welfare, one of whom shall be designated by the Minister as the chairman of the retrenchment board; and
- (b) one person nominated by the Minister of Finance and Economic Development; and
- (c) one person nominated by the Minister of Industry and International Trade; and
- (d) two persons appointed from a list of not less four names submitted by such employers' organisations or federation of employers' organisations as the Minister may recognise for the purposes of this paragraph; and
- (e) two persons appointed from a list of not less than four names submitted by such trade unions or federation of trade unions as the Minister may recognise for the purposes of this paragraph.

(2) Members of the retrenchment board shall hold office for such period, not exceeding three years, as the Minister may fix on their appointment and, on the expiry of their term of office, shall be eligible for reappointment.

(3) If at any meeting of the retrenchment board the chairman is absent, the members present may elect one of their number to preside at the meeting as chairman.

(4) Five members of the retrenchment board shall constitute a quorum at any meeting of the board.

(5) All acts, matters or things authorised or required to be done by the retrenchment board may be decided by a majority vote at a meeting of the retrenchment board at which a quorum is present.

(6) At all meetings of the retrenchment board each member present shall have one vote on each question before the board and, in the event of an equality of votes, the chairman or person presiding shall have a casting vote in addition to a deliberate vote.

(7) Except as otherwise provided in this section, the procedure for the convening and conduct of meetings of the retrenchment board shall be as fixed from time to time by the board.

(8) The Minister shall assign such officer in his Ministry as may be necessary to act as secretary of the retrenchment board and otherwise to assist the board in the performance of its functions.

#### **5. Retrenchment deemed approved in terms of section 12C (10) of the Act**

Where the proposed retrenchment is deemed approved in terms of section 12C (10) of the Act and no prior agreement has been made as to the terms and conditions of the retrenchment, the matter shall be referred to the Labour Court which shall give a ruling as to the terms and conditions of the retrenchment.

#### **6. Forms**

The forms specified in [the Schedule](#) shall be used for the purposes of giving effect to the above and the provisions of section 12C of the Act.

#### **7. Repeal**

The Labour Relations (Retrenchment) Regulations, 2003, published in Statutory Instrument 132 of 2003, are repealed.

#### **Schedule**

*(Section 6)*

#### **Form LRR1**

#### **NOTICE OF INTENTION TO RETRENCH**

TO:

*(insert name of works council/employment council/retrenchment board)*

Kindly take note that I/We\*

*(Insert name of employer)*

of

*(insert address of employer)*

intend to retrench the employees whose names are listed in Annexure 1 and seek approval to effect such retrenchment. My/Our\* reasons for the retrenchment are listed in Annexure 2 to this notice.

*Employer*

*\*delete inapplicable*

**NOTES:**

1. The name of every employee whom the employer seeks to retrench must be listed on a separate sheet of paper which should be marked "Annexure 1" and attached to this notice.
2. The reasons for the retrenchment must be stated on a separate sheet of paper which should be marked ".Annexure 2" and attached to this notice.

**Form LRR2  
APPROVAL OF RETRENCHMENT OF EMPLOYEES**

THE

*(insert name of employment board/employment council/works council granting approval)*

hereby grants approval to:

*(insert name and address of employer to whom approval is granted)*

to retrench the employees whose names are listed in Annexure 1 to this form on

*(insert date on which retrenchment is to take effect)*

subject to the terms and conditions which are listed in Annexure 2.

*Secretary*

*Chairman*

**NOTES:**

1. The name of every employee whose retrenchment is approved must be listed on a separate sheet of paper which should be marked "Annexure 1" and attached to this notice of approval.
2. Any terms and conditions subject to which the employees concerned may be retrenched must be listed on a separated sheet of paper which should be marked "Annexure 2" and attached to this notice of approval.
3. This notice of approval should be signed by the chairman and secretary of the employment council or works council which grants approval.
4. This notice of approval must be sent to the employer and the employees concerned, and a copy of it, together with a copy of each annexure, must be sent to the retrenchment board.

**Form LRR3  
REFERENCE OF RETRENCHMENT APPLICATION TO RETRENCHMENT BOARD**

TO: The Secretary,  
Retrenchment Board,  
Ministry of Public Service, Labour and Social Welfare,  
Private Bag 7707, Causeway.

FROM:

*(insert name of employment board/employment council/works council)*

On the *(date)*, this board/council received a notice from:

*(insert name and address of employer concerned)*

stating his intention to retrench certain employees. This board/council has been unable to reach agreement on the following issues:

*(state issues on which agreement has not been reached)*

and the matter is therefore referred to you in terms of section 12C (4) of the Act. Copies of



the relevant documents are attached hereto.

*Secretary*

*Chairman*

**NOTES:**

1. This form must be accompanied by copies of all documents submitted to the board or council by the employer and employees concerned, together with copies of the minutes of the proceedings and deliberations of the board or council.
2. This form must be signed by the chairman and secretary of the board or council concerned.

**Form LRR4**

**NOTICE OF MINISTER'S DECISION REGARDING RETRENCHMENT OF EMPLOYEES**

IT is hereby notified that the Minister of Public Service, Labour and Social Welfare, in terms of section 12C (9) of the Act, has considered the proposal of-

*(insert name and address of employer)*

to retrench the employees whose names are listed in Annexure 1 of this Authority, and-

- (a) has approved the proposed retrenchment, subject to the terms and conditions which are listed in Annexure 2.
- (b) has refused to approve the proposed retrenchment.

*Secretary for Public Service, Labour and  
Social Welfare*

**NOTES:**

1. The name of every employee whose retrenchment is authorised must be listed on a separate sheet of paper, which should be marked "Annexure 1" and attached to this notice.
2. Delete paragraph (a) or (b), as appropriate.
3. Any terms and conditions subject to which the employees concerned may be retrenched must be listed on a separated sheet of paper, which should be marked "Annexure 2" and attached to this notice.
4. Copies of this notice, together with its annexures, must be sent to the retrenchment board, the employment board/employment council/works council which considered the matter, and the employer concerned.

**S.I. No. 217 of 2003: Labour (Settlement of Disputes) Regulations, 2003**

*(Section 17)*

ARRANGEMENT OF REGULATIONS

<a href="#">1.</a>	Title
<a href="#">2.</a>	Interpretation
<a href="#">3.</a>	Powers of labour officers to settle disputes or unfair labour practices
<a href="#">4.</a>	Representation of parties
<a href="#">5.</a>	Reference to arbitration
<a href="#">6.</a>	Procedure after reference to arbitration
<a href="#">7.</a>	Absence of party to dispute
<a href="#">8.</a>	Voting by secret ballot
<a href="#">9.</a>	Picketing authority
<a href="#">10.</a>	Transitional provisions
<a href="#">11.</a>	Repeals
<a href="#">Schedule</a>	

## **2. Interpretation**

In these regulations-

"form" means the appropriate form prescribed in [the Schedule](#).

## **3. Powers of labour officers to settle disputes or unfair labour practices**

(1) For the purposes of this section and section 93 of the Act, "attempt to settle" shall refer to-

- (a) any form of communication by the labour officer to either party in respect of the dispute or unfair labour practice; or
- (b) any form of notification for the parties to attend any proceedings in respect of the dispute or unfair labour practice; or
- (c) any hearing that the labour officer may conduct in respect of the dispute or unfair labour practice.

(2) After due inquiry, a labour officer shall, in respect of any matter arising from a dispute or unfair labour practice, attempt to settle the matter through conciliation, and if the parties come to an agreement on the matter, set down, in writing, the terms of the agreement in form LR 1.

(3) If within thirty days from the date the labour officer attempted to settle the dispute or unfair labour practice, the parties have failed to come to an agreement, the labour officer shall issue a certificate of no settlement in form LR 2.

(4) Where a labour officer has issued a certificate of no settlement, the parties to the dispute may, notwithstanding the issuance of the certificate, agree to extend the period of conciliation, which agreement shall be in form LR 3.

(5) The agreement specified in [subsection \(4\)](#) shall be communicated to the labour officer who shall not refer the dispute or unfair labour practice to arbitration but shall continue in his or her attempt to settle the matter through conciliation.

(6) A labour officer to whom a dispute or unfair labour practice has been referred, or to whose attention it has come, shall not spend more than ninety days before attempting to settle it.

## **4. Representation of parties**

A party to a matter before a labour officer may be represented by a fellow employee, an official of a registered trade union, employers organisation or a legal practitioner.

## **5. Reference to arbitration**

(1) After a labour officer has issued a certificate of no settlement and the parties to the dispute have not agreed to extend the period of conciliation, the labour officer shall, in terms of section 93 (5) of the Act, refer the dispute to compulsory arbitration in form LR 4.

(2) Before referring a dispute to arbitration, the labour officer shall afford the parties a reasonable opportunity of making representations either orally or in writing on the matter:

Provided that the labour officer shall refer the dispute to compulsory arbitration not later than fourteen days from the expiry of the thirty days referred to in section 93 (3) of the Act.

(3) The labour officer upon consulting any labour officer who is senior to him or her and to whom he or she is responsible in the area in which he attempted to conciliate the dispute, may appoint an arbitrator in form LR 5.

(4) In referring a dispute to compulsory arbitration, the labour officer may determine the share of costs of the arbitration to be borne by each party:

Provided that the labour officer shall as much as possible endeavour to ensure equity between the parties.

## **6. Procedure after reference to arbitration**

(1) Upon reference of a dispute to arbitration, an arbitrator shall notify parties to the dispute of the date, time and place of hearing of the dispute in form LR 6.

(2) After hearing both parties the arbitrator shall make an appropriate award in form LR 7 to settle the matter which award shall be served on both parties.

(3) An appeal on a question of law from any award by an arbitrator shall lie with the Labour Court and shall be made in form LR 8.

(4) An appeal in terms of [subsection \(3\)](#) shall be made not later than fourteen days from the date the appellant becomes aware of the award.

(5) Any party to whom an arbitral award relates may submit for registration a copy of the award together with a certificate specified in form LR 9 to the court of any magistrate which would have jurisdiction to make an order corresponding to the award had the matter been determined by it, or if the arbitral award exceeds the jurisdiction of the Magistrates Court, to the High Court.

(6) Where the arbitral award has been registered in terms of [subsection \(5\)](#) it shall have the effect, for purposes of enforcement, of a civil judgment of the appropriate court.

## **7. Absence of party to dispute**

If a party to a dispute referred to arbitration fails to appear at the hearing, the arbitrator may nevertheless proceed with the hearing in his or her absence.

## **8. Voting by secret ballot**

(1) Where employees or employers intend to resort to collective job action to resolve disputes in terms of section 104 of the Act, and the collective job action is to be engaged in after voting by secret ballot in terms of section 104 (3) (e) of the Act, the chairman and the secretary of the workers' committee, trade union or employers' organisation, as the case may be, shall, before the secret ballot is conducted, inform the employees or employers concerned, in writing, of the reasons for the ballot and the proposed collective job action.

(2) The secret ballot shall be conducted at the work place, before the expiry of the period of notice of the intention to resort to collective job action, and inside working hours:

Provided that this shall not be disruptive to normal production processes or will not interfere with the efficient running of the undertaking or industry.

(3) The chairman or secretary of the workers' committee, trade union or employers' organisation, as the case may be, shall provide each person with a voting slip to be placed in the ballot box.

(4) The voting shall proceed in the presence of a labour officer or designated agent and each person shall be entitled to one vote only.

(5) The counting shall be done openly by the labour officer or designated agent, one of whom shall record the result of the ballot.

(6) The simple majority outcome shall prevail and in the case of a deadlock there shall not be a collective job action.

(7) In the case of an industry-wide action the secret ballot shall be conducted at the different establishments or enterprises and the Secretary General of the trade union or employers' organisation, as the case may be, shall collect all the results of the ballot from the chairmen of the respective workers' committees or employers' organisations, as the case may be, in the different enterprises.

(8) The Secretary General shall record the results of the ballot which result shall be binding on every person in the industry concerned.

(9) The result of the ballot shall be of those who actually cast their vote and not of the total membership of the trade union or employers' organisation, and those who do not vote shall forfeit their right to vote.

(10) The trade union or employers' organisation shall as much as possible endeavour to organise the ballot to cover all undertakings within their scope of coverage in the industry concerned and to make sure that all eligible employees or employers take part in the balloting.

(11) The trade union or employers' organisation, as the case may be, shall keep records of the ballot for three years from the date of closure of the ballot.

## **9. Picketing authority**

Where a registered trade union or workers' committee authorises a picket in terms of section ; of the Act, the authorisation shall be in form LR 10.

**10. Transitional provisions**

Any case pending before a labour officer or a senior labour officer immediately before the date of commencement of the Labour Relations Act, 2002, No. 17 of 2002, shall be proceeded with in terms of these regulations.

**11. Repeals**

The Labour Relations (Settlement of Disputes) Regulations, 1993 published in Statutory Instrument 30 of 1993, are repealed.

**Schedule**

*(Section 2)*

**Form L.R. 1**

LABOUR RELATIONS ACT  
[CHAPTER 28:01]

Certificate or Settlement

**N.B.:** Three copies of this form shall be completed by the officer concerned, of which one shall be retained by him and the others shall be given to the parties in the matter.

Case number

PART I

CERTIFICATE BY CONCILIATING AUTHORITY

I, \_\_\_\_\_, certify that the dispute between:

*(conciliating authority)*

and

*(employee party)*

*(employer party)*

referred to conciliation on:

*(date)*

concerning

*(issues in dispute)*

was resolved by agreement of the parties on the \_\_\_\_\_ and further

*(date)*

that the terms of the agreement are as follows:

*(annex agreement if necessary)*

Name of officer:

Signature of officer:

Date and place:

PART II

CONFIRMATION BY PARTIES

We, the undersigned, being parties to the above dispute do hereby confirm having agreed as indicated above.

Signed: \_\_\_\_\_ Date:

*(employee party)*

Signed: \_\_\_\_\_ Date:

*(employer party)*

**Form L.R. 2**

LABOUR RELATIONS ACT

[CHAPTER 28:01]

Certificate of No Settlement

**N.B.:** Three copies of this form shall be completed by the officer concerned, of which one shall be retained by him and the others shall be given to the parties in the matter.

I, \_\_\_\_\_, Case number \_\_\_\_\_, certify that the dispute between:  
(*conciliating authority*)  
And  
(*employee party*) \_\_\_\_\_ (*employer party*)  
referred to conciliation on:  
(*date*)  
concerning

(*issues in dispute*)  
remains unresolved by as at \_\_\_\_\_ (*date*)  
Name of officer:  
Signature of officer:  
Date and place:

**Form L.R. 3**

LABOUR RELATIONS ACT

[<JL:Jump,"Zim\_S.I. No. 217 of 2003 schedule Ch 28">CHAPTER 28:01]

Agreement of Parties to Extend Period for Conciliation

**N.B.:** Three copies of this form shall be completed by the parties concerned, of which one shall be retained by each of the parties and one sent to the conciliation authority.

We, the undersigned, being parties to the dispute referred to:  
\_\_\_\_\_ on \_\_\_\_\_ hereby agree to  
(*conciliating authority*) (*date*)  
extend the conciliation period for a further \_\_\_\_\_ days to give  
ourselves more time to endeavour to reach an agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(*employer party*)

Witnessed by: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(*employee party*)

Witnessed by: \_\_\_\_\_ Date: \_\_\_\_\_

**Form L.R. 4**

LABOUR RELATIONS ACT

[CHAPTER 28:01]

Reference to Arbitration

Three copies of this form shall be completed by conciliating authority or designated agent concerned, of which-

- (i) one copy shall be delivered by hand or by post to the arbitrator;
- (ii) one copy each shall be given to the parties to the arbitration.

**Compulsory/Voluntary Arbitration**

To:

(*name and address of person/body arbitrating*)

I, \_\_\_\_\_, being \_\_\_\_\_,  
(name of referring authority) (designation)  
hereby refer to arbitration by \_\_\_\_\_  
(name of arbitrating authority)  
the matter between:  
\_\_\_\_\_ and  
(name of parties)  
concerning \_\_\_\_\_  
(subject matter for arbitration)  
in accordance with the wishes of the parties/in accordance with the arbitration clause  
contained in terms of section 93 (5) (a) and 93 (5) (c).

(specify collective bargaining agreement, or other agreement or contract in which  
contained and relevant section of Labour Act)

The issue(s) to be arbitrated upon is/are as follows:

Signed:  
(referring authority)

### Form L.R. 5

LABOUR RELATIONS ACT  
[CHAPTER 28:01]

Appointment of Arbitrator

TO:

(name and address of person/body arbitrating)

You are hereby appointed in terms of section 98 (5) as an arbitrator in the matter of

(name of aggrieved party)  
and

(name of other party)

and the following shall be the terms of reference:

Signed:  
(labour officer/designated agent)

### Form L.R. 6

LABOUR RELATIONS ACT  
[CHAPTER 28:01]

Notification to Party to Attend Proceedings

TO:

(name and address of party)

You are hereby notified that the matter concerning:

(subject matter)

in respect of which reference was made on the \_\_\_\_\_ and to  
which you are a party shall be heard before \_\_\_\_\_

(specify the name of the arbitrator or  
arbitration board)

at

(place)

on

(date)

at

a.m./p.m.

**N.B.:** If as a party, you fail to attend the hearing at the time and place notified, the hearing may proceed without you to the possible detriment of your interest.

GIVEN under my hand at \_\_\_\_\_ this day of \_\_\_\_\_ 20

(arbitrating authority)

**Form L.R. 7**

LABOUR RELATIONS ACT  
[CHAPTER 28:01]

Arbitration Award

Three copies of this form shall be completed by the arbitrator concerned, of which-

- (i) one copy shall be retained by the arbitrator;
- (ii) the others shall be served on the parties to the arbitration.

Name, designation and address of arbitrator

Name and address of parties to matter in dispute:

Dates on which matter heard

Issue(s) in dispute:

award by arbitrator[s]:

(name of arbitrator(s))

(signature of arbitrator)

Date: \_\_\_\_\_ and place: \_\_\_\_\_

**Form L.R. 8**

LABOUR RELATIONS ACT  
[CHAPTER 28:01]

Appeal Against Arbitration Award

In the matter between

(name and address of aggrieved party)

and

(name of other party)

NOTICE OF APPEAL AGAINST ARBITRATION AWARD

Please take note that \_\_\_\_\_ (name of aggrieved party)

hereby notes an appeal on a question of law in terms of section 98 (10) of the Labour Relations Act, against the Award handed down by

(name of arbitrator) on \_\_\_\_\_ (date) and the following are the grounds of

Appeal-

- 1.
- 2.
- 3.

Signed:

(name and  
address of aggrieved party)

To:

(name of arbitrator)

And to:

(name and  
address of other party)

And to:

(Registrar of  
Labour Court)

### Form L.R. 9

#### LABOUR RELATIONS ACT [CHAPTER 28:01]

Certificate in Terms of Section 98 (13) of the Labour Relations Act

In terms of section 98 (13) of the Labour Relations Act, I hereby certify that the attached arbitration award is a true copy of the award issued by me on

(date)

In the matter involving

and

(parties to the dispute)

and that the award is registrable with the Magistrate's/High Court

(name of arbitrator)

(signature of arbitrator)

Date:

Place:

### Form L.R. 10

#### LABOUR RELATIONS ACT [CHAPTER 28:01]

Picketing Authority

To:

(members or supporters of a trade union or workers' committee)

WHEREAS

is engaged in/is to be engaged in a Lawful Collective Job Action/Lock out as from

(date)

This serves as authority for you to picket in respect of the said Collective Job Action/Lock out, in terms of section 104A (2) of the Labour Relations Act [Chapter 28:01]

Picketing shall be conducted by

e.g. (placards, song, dance

etc.)

as from

(time and date) to

(date)

At/Along

(venue)

Peacefully and (without obstructing traffic users/shoppers etc.)

Issued by

(name of trade union)

A duly registered Trade Union/Workers' Committee Register number



Signed:  
(Secretary-General)

**S.I. No. 15 of 2006: Labour (National Employment Code of Conduct) Regulations, 2006**

**as amended by**

S.I. No. 232 of 2006

(Section 101 (9))

ARRANGEMENT OF SECTIONS

<u>1.</u>	Title
<u>2.</u>	Interpretation
<u>3.</u>	Objectives of the code
<u>4.</u>	Misconduct
<u>5.</u>	Termination of Contract of Employment
<u>6.</u>	Disciplinary Procedure
<u>7.</u>	Penalties
<u>8.</u>	Appeals
<u>9.</u>	Repeal

**1. Title**

These regulations may be cited as the Labour (National Employment Code of Conduct) Regulations, 2006.

**2. Interpretation**

In these regulations-

"Act" means the Labour Act [*Chapter 28:01*];

"disciplinary committee" means a committee set up at a workplace/establishment composed of employer and employees representatives, to preside over and decide over disciplinary cases and/or worker grievances;

"disciplinary authority" means a person or authority or such disciplinary committee dealing with disciplinary matters in an establishment or at a workplace;

"superior" means a person responsible for the supervision of staff of a section and includes such other superiors in the establishment or organisation;

"misconduct" means offences as given in section 4 of these regulations.

**3. Objectives of the code**

The objectives of the code shall, among other issues include the following-

- (a) to provide machinery for careful investigation of offences before corrective/disciplinary action can be administered; or
- (b) to ensure consistency and prompt action by the responsible/administering official or committee on issues concerning discipline; or
- (c) to ensure equating an offence to the resultant corrective action allowing for mitigation or aggravating factors; or
- (d) to provide guidelines on procedural and substantive fairness and justice in handling disciplinary matters at the workplace.

#### 4. Misconduct

An employee commits a serious misconduct if he or she commits any of the following offences-

- (a) any act of conduct or omission inconsistent with the fulfilment of the express or implied conditions of his or her contract; or.
- (b) wilful disobedience to a lawful order; or
- (c) wilful and unlawful destruction of the employer's property; or
- (d) theft or fraud; or
- (e) absence from work for a period of five or more working days without leave or reasonable cause in a year; or  
[Para. (e) amended by S.I. No. 232 of 2006.]
- (f) gross incompetency or inefficiency in the performance of his or her work; or
- (g) habitual and substantial neglect of his or her duties; or
- (h) lack of a skill which the employee expressly or implied held himself or herself to possess.

#### 5. Termination of contract of employment

No employer shall terminate a contract of employment with an employee unless-

- (a) the termination is done in terms of an employment code which is registered in terms of section 101 (1) of the Act; or  
[Para. (a) amended by S.I. No. 232 of 2006.]
- (b) in the absence of the registered code of conduct mentioned in (a), the termination in terms of the National Employment Code of Conduct provided for under these regulations; or
- (c) the employer and employee mutually agree in writing to the termination of the contract; or
- (d) the employee was engaged for a period of fixed duration or for the performance of a specific task and the contract of employment is terminated on the expiry of such period or on the performance of such task.  
[Para. (d) amended by S.I. No. 232 of 2006.]

#### 6. Disciplinary procedure

(1) Where an employer has good cause to believe that an employee has committed a misconduct mentioned in section 4, the employer may suspend such employee with or without pay and benefits and shall forthwith serve the employee with a letter of suspension with reasons and grounds of suspension.

(2) Upon serving the employee with the suspension letter in terms of [subsection \(1\)](#), the employer shall, within 14 working days investigate the matter and conduct a hearing into the alleged misconduct of the employee and, may, according to the circumstances of the case-

- (a) serve a notice, in writing, on the employee concerned terminating his or her contract or employment, if the grounds for his or her suspension are proved to his or her satisfaction; or
- (b) serve a notice, in writing, on the employee concerned removing the suspension and reinstating such employee if the grounds for suspension are not proved.

(3) A determination or order served in terms of subsection 2 (b) shall provide for backpay and benefits from the time of the summary suspension.

(4) At a hearing in terms of [subsection \(2\)](#), an employee shall have the right to-

- (a) at least three working days' notice of the proceedings against him or her and the charge he or she is facing;
- (b) appear in person before the employer or the employer's representative or disciplinary authority as the case may be and be represented by either a fellow employee, worker's committee member, trade union official/officer or a legal practitioner;
- (c) call witnesses and have them cross-examined;
- (d) be informed of the reasons for a decision;
- (e) address in mitigation before the ultimate penalty is imposed.

## 7. Penalties

(1) In general, disciplinary action should, in the first instance, be educational and then corrective. Punitive action should only be taken when the said earlier steps have proved ineffective.

(2) As far as is possible similar offences committed in similar circumstances should be treated equitably through the award of similar penalties allowing for mitigating and aggravating circumstances.

(3) The dismissal penalty to be imposed for an offence in section 4 is not obligatory but is meant as a guide to employers and an employer may, at his or her discretion apply a lesser penalty for example, a written warning.

(4) For offences which do not warrant dismissal an employer may issue a verbal or written warning as the case may be.

## 8. Appeals

(1) Depending on the size and circumstances of an establishment or a workplace, an employer may appoint a person in his or her employment as an Appeals Officer or with the agreement of his or her employees or worker representatives, an Appeals Committee to preside over and decide on appeals.

(2) Any internal appeal structures shall be limited to not more than two appeals authorities.

[Sub-s. (2) amended by S.I. No. 232 of 2006.]

(3) A person or party who is aggrieved by a decision made in terms of section (2) may, in writing, note an appeal within seven working days with the Appeals Officer or Appeals Committee.

(4) The Appeals Officer or Appeals Committee, as the case may be, may call for a formal hearing to hear the appeal or decide from the record submitted.

[Sub-s. (4) amended by S.I. No. 232 of 2006.]

(5) An Appeals Officer or Appeals Committee, as the case may be, shall have 14 working days from the date of receipt of the appeal, to dispose of the appeal.

[Sub-s. (5) substituted mended by S.I. No. 232 of 2006.]

(6) A person or party who is aggrieved by a decision or manner in which an appeal is handled by his or her employer or the Appeals Officer or Appeals Committee, as the case may be, may refer the case to a Labour Officer or an Employment Council Agent, as the case may be, within seven working days or receipt of such decision.

[Sub-s. (6) substituted mended by S.I. No. 232 of 2006.]

(7) The Labour Officer or an Employment Council Agent to whom a case has been so referred shall process the case as provided for under section 93 of the Act.

[S. 8 substituted by S.I. No. 232 of 2006. Sub-s. (7) amended by S.I. No. 232 of 2006.]

## 9. Repeal

The Labour Relations (General Conditions of Employment) (Termination of Employment) Regulations, 2003, published in Statutory Instrument 130 of 2003, are repealed.

## **S.I. No. 105 of 2014: Labour (HIV and AIDS) Regulations, 2014**

*(Section 17)*

### ARRANGEMENT OF REGULATIONS

<u>1.</u>	Title
<u>2.</u>	Purpose
<u>3.</u>	Objective
<u>4.</u>	Scope and application
<u>5.</u>	Interpretation
<u>6.</u>	Information, education and communication programmes
<u>7.</u>	Prevention
<u>8.</u>	Care, support and treatment

<a href="#">9.</a>	Medical testing on recruitment
<a href="#">10.</a>	Testing of employees for HIV and confidentiality
<a href="#">11.</a>	Stigma and discrimination
<a href="#">12.</a>	Eligibility for employee benefits
<a href="#">13.</a>	Sick and compassionate leave
<a href="#">14.</a>	HIV risk reduction and management
<a href="#">15.</a>	Copy of regulations for each employee
<a href="#">16.</a>	Offence and penalty
<a href="#">17.</a>	Repeals

## 1. Title

These regulations shall be cited as the Labour (HIV and AIDS) Regulations, 2013.

## 2. Purpose

To serve as a guide on the management of HIV and AIDS at the workplace.

## 3. Objectives

To reduce the impact of HIV and AIDS and related communicable diseases at the workplace.

## 4. Scope and application

These regulations cover and apply to-

- (a) all workers working under all forms or arrangements and at all workplaces, including-
  - (i) persons in any employment or occupation;
  - (ii) those in training, including interns and apprentices;
  - (iii) volunteers;
  - (iv) jobseekers and job applicants;
  - (v) laid-off and suspended workers;
- (b) all sectors of economic activity, the formal and informal economies.

## 5. Interpretation

In these regulations-

"AIDS" refers to the acquired immunodeficiency syndrome which results from advanced stages of HIV infection, and is characterised by opportunistic infections or HIV related cancers or both;

"testing" in relation to HIV includes-

- (a) any direct analysis of the blood or other body fluid of a person to determine the presence of HIV or antibodies to HIV; or
- (b) any indirect method, other than the testing of blood or other body fluid, through which an inference is made as to the presence of HIV;

"related communicable disease" means any communicable disease whose transmission may be linked to HIV due to its transmission through body fluids or whose risk of clinical disease may increase due to the presence of HIV;

"stigma" means the social mark, that when associated with a person usually causes marginalisation or presents an obstacle to the full enjoyment of social life by the person infected or affected by HIV;

"discrimination" means any distinction exclusion or preference which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation;

"workplace" refers to any place in which workers perform their activity in the formal or informal sector;

"worker" refers to any person working under any form or arrangement;

"reasonable accommodation" means any modification or adjustment to a job or to the workplace that is reasonably practicable and enables a person living with HIV or AIDS to have access to, or participate or advance in, employment;

"medical practitioner" means a person registered as a medical practitioner in terms of the Medical, Dental and Allied Professions Act [*Chapter 27:08*].

## **6. Information, education and communication programmes**

(1) Every employer shall cause to be provided for the benefit of every person employed by him/her, and at such place and time during normal working hours, continual, gender sensitive, accurate, up to date, relevant and timely information relating to-

- (a) the promotion of safe sex and risk-reducing measures in relation to sexually transmitted diseases; or
- (b) the importance of reducing all modes of HIV transmission by changing risky behaviours related to infection; or
- (c) the acquisition, transmission and prevention of HIV and related communicable diseases; or
- (d) the dangers of HIV and TB co-infection; or
- (e) measures to encourage workers to know their HIV status through voluntary counselling and testing; or
- (f) effective occupational safety and health measures; or
- (g) rights of employees affected and infected with HIV.

(2) The design of education programmes shall be in accordance with guidelines approved by the Ministry of Health and Child Care.

(3) The provision of the education referred to in [subsection \(2\)](#) shall be at such intervals as recommended and advised by the Ministry of Health and Child Care.

## **7. Prevention**

(1) Prevention programmes at the work place should ensure-

- (a) access to all means of prevention, including the availability of necessary supplies, in particular male and female condoms and where appropriate, information about their correct use; and
- (b) the availability of post exposure prophylaxis; and
- (c) effective measures to reduce high-risk behaviours, including the most at-risk groups, with a view of decreasing the incidence of HIV; and
- (d) prevention of mother to child transmission (PMTCT); and
- (e) awareness on the importance of male circumcision; and
- (f) conducting of social behaviour change communication programmes in the workplace.

(2) Where there is a possibility of exposure to HIV at work, workers should receive education and training on modes of transmission and measures to prevent exposure and infection.

## **8. Care, support and treatment**

(1) All persons covered by these regulations including workers and their immediate dependants (spouse and children) living with HIV, have a right to access free or affordable service.

(2) Work places must endeavour to provide counselling and other forms of psycho-social support to workers infected and affected with HIV and AIDS.

(3) Where health care services-

- (a) exist at the workplace, appropriate treatment must be provided in line with the set national health standard, through linkages with public health services;
- (b) are not available, workers must be informed and guided on where to access these services.

(4) Linkages with the Ministry of Health and Child Care must be established to access comprehensive health

services including VCT, antiretroviral therapy and treatment of opportunistic infections (OIS) and STIs through-

- (a) referrals to public health systems;
- (b) Private insurance;
- (c) Social security schemes;
- (d) Industrial clinics or hospitals, etc.

(5) Care and support are regarded as critical elements that must guide a workplace in responding to HIV and AIDS.

(6) Mechanisms must be created to encourage openness, acceptance and support for workers infected and affected by HIV and AIDS and to ensure that they are not discriminated against nor stigmatised.

## **9. Medical testing on recruitment**

(1) No employer shall require, whether directly or indirectly, any person to undergo HIV testing or any other forms of screening for HIV as a precondition to the offer of employment.

(2) [Subsection \(1\)](#) shall not prevent the medical testing of persons for fitness for work as a precondition to the offer of employment.

## **10. Testing of employees for HIV and confidentiality**

(1) It shall not be compulsory for any employee to undergo, directly or indirectly, any testing for HIV.

(2) No employer shall require any employee, and it shall not be compulsory for any employee, to disclose, in respect of any matter whatsoever in connection with his/or her employment, his/or her HIV status.

(3) No person shall, except with the written consent of the employee to whom the information relates, disclose any information relating to the HIV status of any employee unless the information is required to be disclosed in terms of any other law.

## **11. Stigma and discrimination**

(1) No employer shall discriminate against or stigmatise workers, in particular jobseekers and job applicants on the grounds of real or perceived HIV status.

(2) No employer shall prejudice an employee in relation to promotion, transfer, training or other employee development programme on the basis of the employee's real or perceived HIV status.

(3) Real or perceived HIV status shall not be a ground for discrimination preventing the recruitment or continued employment of a worker

(4) Real or perceived HIV status shall not be cause for termination of employment.

(5) Persons with HIV-related illness shall not be denied the possibility to carry out their work, with reasonable accommodation, if necessary, for as long as they are medically fit to do so.

## **12. Eligibility for employee benefits**

(1) Subject to any other law to the contrary, the HIV status of an employee shall not affect his or her eligibility for any occupational or other benefit schemes provided for employees.

(2) Where in terms of any law the eligibility of a person for any occupational or other benefit scheme is conditional on an HIV and AIDS test, the conditions attaching to HIV and AIDS shall be the same as those applicable in respect of comparable chronic illness.

(3) Where any HIV testing is necessary in terms of [subsection \(2\)](#), the employer shall ensure that the employee undergoes appropriate pre and post-HIV test counselling.

(4) Where an employee opts not to undergo an HIV test for the purposes of [subsection \(2\)](#), no inferences concerning the HIV status of the employee may be drawn for such exercise by the employee of the option not to undergo the test.

(5) Where an employee undergoes an HIV test for the purposes of [subsection \(2\)](#), the employer shall not, unless the occupational or other benefit scheme concerned is operated by the employer, be entitled to information concerning the HIV status of the employee concerned.

### **13. Sick and compassionate leave**

Any employee living with HIV and AIDS shall be subject to the same conditions relating to sick leave as those applicable to any other employee in terms of the Act.

### **14. HIV risk reduction and management**

(1) Where a person is employed in an occupation or is required to provide services where there may be a risk of transmitting or acquiring HIV, the employer shall provide appropriate training, together with clear and accurate information and guidelines on modes of transmission and measures to prevent exposure to infection.

(2) The working conditions and procedures in relation to occupations referred to in [subsection \(1\)](#) shall be designed to ensure optimal hygienic precautions to prevent the spread of HIV and related transmissible diseases, such as tuberculosis.

(3) Workers whose occupations put them at risk of exposure to human blood, blood products and other body fluids shall receive additional training in exposure prevention, exposure prevention procedures and post-exposure prophylaxis.

(4) Appropriate personal protective clothing and equipment shall be issued, free of charge, by the employer to persons employed in occupations referred to in [subsection \(1\)](#).

(5) The employer shall cause to be reviewed, for safety and efficacy, the use of any equipment, devices, procedures, including first-aid procedures used, or guidelines followed, in any occupation referred to in [subsection \(1\)](#).

### **15. Copy of regulations for each employee**

The employer shall ensure that these regulations are made available to each employee.

### **16. Offence and penalty**

Any person who contravenes any provision of these regulations shall be guilty of an offence and liable to a fine not exceeding level fourteen or to imprisonment for a period not exceeding six months or to both such fine and such imprisonment.

### **17. Repeals**

The Labour (HIV and AIDS) Regulations, 1998, published in Statutory Instrument 202 of 1998, are repealed.

## **S.I. No. 13 of 2019: Labour (Limit on Continuous Renewal of Fixed Term Contracts in the Electricity and Energy Supply Industry) Regulations, 2019**

*(Section 12)*

### **1. Title**

These by-laws may be cited as the Labour (Limit on Continuous Renewal of Fixed Term Contracts in the Electricity and Energy Supply Industry) Regulations, 2019.

### **2. Interpretation**

In these by-laws-

**"Electricity and Energy Supply Industry"** means the industry as defined in section 3 of the Collective Bargaining Agreement: Zimbabwe Electricity and Energy Supply Industry, published in Statutory Instrument 1 of 2008.

### **3. Application**

(1) These regulations shall apply to the Electricity and Energy Supply Industry only and shall be deemed to have come into force on 2nd July, 2018 (hereinafter referred to as the "effective date").

(2) These regulations shall be binding on employers in the energy sector as well as employees employed before or after the effective date.

### **4. Limitation of continuous renewal of fixed-term contracts**

A contract of fixed duration shall be deemed to be a contract without limit of time upon the expiry of a continuous period of service of five years.

### **5. Amendment**

The parties to the employment council for the energy sector may, by agreement and with the approval of the Minister, vary or amend any of the provisions of these regulations.

## **S.I. No. 15 of 2019: National Employment Council (N.E.C.) for the Printing, Packaging and Newspaper Industry Workplace Policy on HIV and AIDS**

*(Section 80)*

**IT is hereby notified that the Minister of Public Service, Labour and Social Welfare has, in terms of section 80 of the Labour Act [Chapter 28:01], published the Collective Bargaining Agreement set out in [the Schedule](#), which has been registered in terms of section 79 of the Labour Act [Chapter 28:01].**

### **Schedule WORKPLACE POLICY ON HIV AND AIDS**

#### **1. Title**

These regulations shall be cited as the National Employment Council (N.E.C.) for the Printing, Packaging and Newspaper Industry Workplace Policy on HIV and AIDS.

#### **2. Purpose**

The purpose of this policy is to serve as a guide on the management of HIV and AIDS at the workplace in the N.E.C. for the Printing, Packaging and Newspaper Industry.

#### **3. Scope**

To include employees, employers in the Printing, Packaging and Newspaper Industry as well as job seekers and applicants.

#### **4. Objectives**

This policy seeks to provide clarity on the National Employment Council for the Printing, Packaging and Newspaper Industry's views and commitments on HIV and AIDS. The policy also seeks to provide comprehensive management of HIV positive employers and employees living with AIDS. The policy also aims at focusing on aspects of HIV and AIDS which, if not carefully addressed may impact negatively on the Industry's business and or the well-being of employees. The Industry recognises the seriousness and implications of HIV and AIDS on employees and employers.

#### **5. Responsible persons**

- (i) The HIV and AIDS Committee;
- (ii) Federation of Master Printers of Zimbabwe;
- (iii) Zimbabwe Graphical Workers' Union;
- (iv) All levels of management;



- (v) All employees.

## 6. Definitions/Explanation of terms

- 6.1 **Acquired Immune Deficiency Syndrome (AIDS)** - is a condition that follows an infection with a virus known as Human Immune Deficiency Virus (HIV); which causes a breakdown of the body's natural defense mechanisms leaving the carrier increasingly vulnerable to opportunistic infections and malignant tumors. It is caused by our body being unable to fight infections. At present, there is neither vaccination nor cure for it.
- 6.2 **Confidentiality** - not disclosing private or personal information without consent.
- 6.3 **Counselling** - interpersonal interaction between the counsellor and the client that enables the client to deal with and make informed decision about his/her situation.
- 6.4 **Discrimination** - any distinction, exclusion or preference which has the effect of nullifying or impairing equality of opportunity, or treatment in employment or occupation.
- 6.5 **HIV is transmitted mostly in four ways-**
- (i) Through unprotected sexual intercourse
  - (ii) From an infected mother to child during pregnancy, birth or breastfeeding
  - (iii) Through contaminated (infected) blood products
  - (iv) Through sharing contaminated instruments such as sex toys or needles/injections
- Not all individuals who become infected with the HIV virus will develop AIDS, and some may experience no symptoms at all although they have the potential to infect others. HIV can live in our bodies without obvious effect. Most people with HIV feel healthy and are capable of living productive, healthy lives for many years. HIV does not usually cause immediate incapacity in a person.
- 6.6 **Industry** - means the Printing, Packaging and Newspaper Industry.
- 6.7 **Infected** - refers to an individual living with HIV and AIDS virus.
- 6.8 **Stigma** - means the social mark, that when associated with a person usually causes marginalisation or presents an obstacle to the enjoyment of social life by the person affected or infected by HIV.
- 6.9 **Workplace** - refers to any place in which workers perform their activity in the formal or informal sector.

## 7. Policy

- 7.1 The Industry commits itself to this policy.
- 7.2 The Industry acknowledges the seriousness of the HIV and AIDS epidemic and seeks to minimise the social, economic and developmental consequences to the employers and employees through comprehensive, proactive HIV and AIDS workplace programmes, therefore committing itself to providing leadership in implementing such programmes. The Industry is fully committed to protect its employees, create awareness, encourage behaviour changes e.g. use of condoms and abstinence, where necessary as well as ensure that all employees are treated with the necessary dignity, fairness and equality.
- 7.3 HIV positive employees will be governed by the same contractual obligations as all other employees.
- 7.4 HIV and AIDS education and awareness training will be made available to all employees and employers by the N.E.C. through N.A.C. and other relevant authorities.
- 7.5 Pre and post-test counselling services will be provided for employees wishing to be tested or for those who are infected with the virus.
- 7.6 The Industry will ensure that where necessary/appropriate, affected employees and their colleagues and or line managers receive appropriate advice and guidance should such a colleague wish to disclose their status.
- 7.7 The company will also ensure that affected employees are referred to appropriate professionals, treatment centres for support.
- 7.8 Consultation with affected employees in managing their illness will also be ensured.

## 8. Confidentiality

- 8.1 Persons with HIV or AIDS have the legal right to confidentiality and privacy concerning their health and HIV status. Under no circumstances will employees be obliged to disclose their HIV status.
- 8.2 Where an employee chooses to voluntarily disclose his/her HIV status to the employer, this information shall not be disclosed to any other party without the employee's expressed consent.
- 8.3 All medical information regarding employees with HIV and AIDS will be kept strictly confidential, except where required by law to be disclosed to specified people or/with the consent of the employee. Should any person within the Industry disclose such confidential medical information, without legal authority or

relevant consent from the employee, appropriate disciplinary action will be instituted.

- 8.4 The diagnosis of HIV status is confidential. Should an employee wish to disclose to the company that he/she is HIV positive, appropriate counselling service by the employer shall be offered.

## **9. Testing**

- 9.1 No employer shall require, whether directly or indirectly, any person to undergo HIV testing or any other forms of screening for HIV as a precondition to the offer of employment.
- 9.2 Subsection 1 shall not prevent the medical testing of persons for fitness for work as a precondition to the offer of employment.
- 9.3 No employer shall require any employee, and it shall not be compulsory for any employee, to disclose, in respect of any matter whatsoever in connection with his/her employment, his/her HIV status.
- 9.4 No person shall, except with the written consent of the employee to whom the information relates, disclose any information relating to the HIV status of any employee unless the information is required to be disclosed in terms of any other law.

## **10. Non-discrimination and victimisation**

- 10.1 HIV and AIDS is a disease that shows no racial, gender or class boundaries. The Industry notes that a person with HIV or AIDS must be treated on a similar basis to any other employee suffering from a life threatening disease. As such, employees who are HIV positive or those with AIDS will not be subjected to any form of victimisation or discrimination.
- 10.2 The Industry is committed to fair, sound and non-discriminatory employment practices. Employees who develop, choose to disclose, or are diagnosed as HIV and AIDS positive will not be prejudiced, victimised or discriminated against on account of their medical condition or status. The presence of HIV and AIDS does not justify termination of employment, demotion, or discrimination in employment. The compulsory conditions of service, including pension/provident funds, medical aid, stated benefits, sick leave, housing, training and development would continue, as amended from time to time. Employees living with HIV and AIDS, have the same rights and obligations as all staff.

## **11. Present employees**

The Industry acknowledges that employees with HIV and AIDS as well as other life threatening diseases may sometimes need continued therapeutic assistance in order to continue performing their duties. The employer may assist employees wherever possible and necessary. Thus employees who are aware that they have a life threatening disease are encouraged to inform the company (through the company's Health and Safety Committee/appropriate officials) as soon as possible to enable the company to assist. This information will be treated with the highest level of confidentiality. No employee will be victimised or discriminated against. All situations will be handled in accordance with the company's Health Occupational Policy as well as the Company's Occupational Safety Policy, as read with the prevailing legislation on Health and Safety.

## **12. Incapacity to perform normal duties**

Once an employee's disease starts to impact on his/her ability to perform his/her duties or attendance, the normal incapacity procedures will apply as defined in the Labour Act.

## **13. Colleagues of employees identified as HIV positive**

- 13.1 It is not possible for colleagues of an HIV positive employee to become infected through normal contact in the workplace. Educational programmes in the workplace informing employees of the facts of AIDS should encourage the appropriate attitudes in this regard. Unless the HIV positive employee is acting in an inappropriate manner, it is not acceptable for colleagues to refuse to work with that person.
- 13.2 Should an employee, after reassurance and with all appropriate safety and health precautions being taken and supplied by the company, remain unwilling to work with the HIV positive employee and this refusal affects productivity, he/she will be warned that his/her reaction is unreasonable, medically unjustified and that disciplinary action may be taken against him/her.
- 13.3 Any colleague of an HIV positive employee who embarks on any form of discrimination towards that particular employee may be subjected to the company's disciplinary procedure.

## **14. Employees at risk**

- 14.1 Certain employees, such as health care workers, occupational health nurse, and safety representatives may be at a minimal risk of contracting a life threatening disease such as HIV and AIDS. However, this risk can be avoided by taking precautions or following infection control procedures. The industry will ensure that correct equipment is provided where necessary.
- 14.2 There are no grounds for health care workers to refuse to treat an HIV positive employee and such refusal may lead to disciplinary action.

## **15. Rights and responsibilities**

This policy is in compliance with existing Zimbabwean laws regarding HIV and AIDS, as well as with the Southern African Development Community (SADC) Code on HIV and AIDS and Employment. All employers are required to

provide/display this policy at an accessible place so that all employees have access to it.

Signed at Harare on the 5th day of April, 2018.

KUDAKWASHE M. SIBANDA,  
N.E.C. Printing Chief Executive.

BENISON J. NTINI,  
F.M.P.Z. - Chairman.

CLARENCE MUGARI,  
Z.G.W.U. - General Secretary.

DAVID TAKAWIRA,  
N.E.C. Printing - Chairman.

## RULES

### S.I. No. 145 of 2016: Labour Court (Fees) Rules

*(Sections 90 (3) and (4))*

1. These rules may be cited as the Labour Court (Fees) Rules, 2016.
2. The Labour Court (Fees) Rules, 2010, published in Statutory instrument 90 of 2010, are repealed.

#### Schedule FEES

	US\$
1. Court applications	5,00
2. Appeal to the Labour Court	5,00
3. Application for review	5,00
4. Application for show cause order or disposal order	5,00
5. Chamber application, other than application in course of or incidental to other legal proceedings	5,00
6. Application for set down	2,00
7. Application for condonation and/or extension of time	10,00
8. Application for default judgment	2,00
9. Application for rescission of judgment	5,00
10. Application for writ of execution	2,00
11. Processing of court records	2,00
12. Recording fee	5,00
13. Order of court or certified copy thereof	1,00
14. Affixing the seal of the court to document	10,00
15. Certificate by the Registrar	10,00
16. -	
(a) notice of taxation	30,00
(b) application for set down for taxation	30,00
17. Making a copy of any document, other than a certified copy of an order of the court by-	
(a) photocopying, per page	0,10
(b) original typing, per page	1,00
(c) duplicated or printed copy, per page	0,10
18. Supplying transcript of record, per typed page-	
(a) for the first copy requested by any party	1,00
(b) for the second and each subsequent copy made at the same time and supplied to the same party that requested the first copy	1,00
19. Search fee, request for any document kept by the Registrar (except a record for the purposes of pagination and/or set down or payment of fees as the Registrar may request	1,00
20. Retrieving files from the National Archives	2,00

## **S.I. No. 150 of 2017: Labour Court Rules**

**as amended by**

S.I. No. 8 of 2018

(Section 90 (3))

### ARRANGEMENT OF RULES

#### PART I

##### *Preliminary*

1. Title.
2. Application.
3. Interpretation.
4. Computation of time and certain presumptions as to time.
5. Sittings and vacations of Labour Court.

#### PART II

##### *Service of Documents*

6. Interpretation in [Part II](#).
7. Address for service and change of address for service.
8. Persons who may effect service of documents and manner and time of service.
9. Service where person to be served prevents service or cannot be found.
10. Substituted service.
11. Proof of service.

#### PART III

##### *Determination of Matters by Labour Court*

12. Informality of proceedings.
13. Labour Court Record Book.
14. Court applications.
15. Application for an order by a Labour Officer or Designated Agent in terms of Section 93 (5) (a), (5) (b) and (c) of the Act.
16. Application by the Minister in terms of section 120 of Act.
17. Chamber applications.
18. Urgent Chamber Applications.
19. Appeals and cross appeals
20. Reviews.
21. Record preparation (indexing, pagination and binding).
22. Application for condonation of late noting of an appeal or review.
23. Interlocutory and other applications.
24. Adoption of incorrect form of application.
25. Assumption and renunciation of agency where either party represented by legal practitioner.
26. Heads of argument.
27. Settlements and withdrawals.
28. Set-down of matters.
29. Where party fails to file notice of response.
30. Witnesses.
31. Pre-hearing stage.
32. Departure from rules.
33. Joinder of parties and actions.
34. Hearings of applications.
35. Adjournments and postponements.
36. Reinstatement of matters.
37. Default judgment entered where party or witness fails to appear.
38. Consent to judgment.
39. Costs.
40. Applications for rescissions or alterations of judgments.
41. Stay of execution.

## PART IV

### *General*

- [42.](#) Precedents and binding nature of decisions.
- [43.](#) Leave to appeal against decisions of Court.
- [44.](#) Referral in terms of section 175 (4) of the Constitution.
- [45.](#) Conduct and dress of persons appearing and attending court.
- [46.](#) Abandonment of matters.
- [47.](#) Forms.
- [Schedule](#) Forms.

## PART I

### *Preliminary*

#### **1. Title**

These rules may be cited as the Labour Court Rules, 2017.

#### **2. Application**

These rules shall apply to all proceedings in the Labour Court.

#### **3. Interpretation**

In these rules-

**"Act"** means the Labour Act [*Chapter 28:01*];

**"Court"** means the Labour Court;

**"Form"** means the appropriate form prescribed in [the Schedule](#);

**"legal practitioner"** means a legal practitioner registered in terms of the Legal Practitioners Act [*Chapter 27:07*];

**"Judge"** means a judge of the Court referred to in section 172 (1) (b) of the Constitution and includes the Senior Judge;

**"Minister"** means, subject to section 83 of the Act, the Minister of Public Service, Labour and Social Welfare or any other Minister to whom the President may, from time to time, assign the administration of the Act;

**"party"** means a person who is a party to a matter before the Court;

**"representative"** means-

- (a) a legal practitioner registered in terms of the Legal Practitioners Act [*Chapter 27:07*];
- (b) an official or employee of a registered trade union or employers' organisation of which the party is a member; or
- (c) a company representative;

[Definition of "[representative](#)" substituted by S.I. No. 8 of 2018.]

**"Registrar"** means the registrar of the Court appointed in terms of section 87 (1) of the Act and includes a deputy Registrar or assistant Registrar acting in that capacity;

**"responsible individual"** in relation to the service of any document or summons under these rules, means an individual who appears reasonably likely, if he or she is given a document or summons that is required to be served in terms of these rules, either to deliver it to the person upon whom it is to be served, or otherwise to bring it to that person's attention;

**"Sheriff"** means the Sheriff for Zimbabwe appointed in terms of section 55 of the High Court Act [*Chapter 7:06*];

**"Senior Judge"** means the Senior Judge referred to in section 172 (1) (a) of the Constitution.

[Definition of "[Senior Judge](#)" substituted by S.I. No. 8 of 2018.]

#### 4. Computation of time and certain presumptions as to time

(1) Unless a contrary intention appears, where anything is required by these rules or in any order of the Court to be done within a particular number of days or hours, a Saturday, Sunday or public holiday shall not be reckoned as part of such period.

(2) A person shall be deemed to have received-

- (a) service of documents on the day indicated by the appropriate proof of service mentioned in any of the [paragraphs \(a\) to \(e\) of rule 11 \(1\)](#);
- (b) a certificate of no settlement, by the fourteenth day after the date indicated on that certificate as the date of issue thereof to the parties;
- (c) for the purpose of [rule 19 \(1\)](#)-
  - (i) a determination or direction of the Minister in terms of section 25, 40, 51, 79 or 82 of the Act, or in terms of any regulations made pursuant to section 17 of the Act, by the fourteenth day after the date indicated on that determination or direction as the date of issue thereof;
  - (ii) a determination made under an employment code in terms of section 101 of the Act, by the fourteenth day after the date indicated on that determination as the date of issue thereof;
- (d) for the purpose of [rule 20 \(1\)](#), notice of termination of-
  - (i) the investigation of a dispute or unfair labour practice by the fourteenth day after the date indicated on a "certificate of no settlement" as the date of issue thereof;
  - (ii) the conduct of any proceedings in terms of an employment code by the fourteenth day after the date indicated on a determination issued after those proceedings as the date of issue thereof,

and any person alleging otherwise shall bear the onus of proof to the contrary.

(3) The period of twenty-one days shall, in the case of-

- (a) an application in terms of [rule 19 \(1\)](#) and [20 \(1\)](#), be calculated from the last deemed date of receipt of the certificate, determination, direction or notice referred to in [subrule \(2\) \(b\), \(c\) or \(c\) \(i\)](#), as the case may be;
- (b) an application where no certificate, determination or direction was issued in relation to the proceedings sought to be reviewed, be calculated from the thirtieth day after-
  - (i) the labour officer began to attempt to settle the dispute or unfair labour practice concerned in terms of section 93 of the Act; or
  - (ii) the applicant received notification that proceedings under an employment code were to be commenced against him or her in terms of section 101 (3) (e) of the Act,

as the case may be.

#### 5. Sittings and vacations of Labour Court

(1) In each year the Registrar shall, in consultation with the Senior Judge, publish a calendar of the sittings and vacations of the Court for the ensuing year.

(2) The Registrar shall, by notice in the *Gazette* and in any other media he or she deems fit, publish the calendar referred to in [subrule \(1\)](#).

### PART II

#### *Service of Documents*

#### 6. Interpretation in [Part II](#)

In this Part-

**"address for service"** means the address nominated by a person where documents may be served on him or her in terms of [rule 7 \(1\)](#);

**"commercial courier service"** and **"postal licensee"** shall have the meanings given to those terms by the Postal and Telecommunications Act [*Chapter 12:05*].

## **7. Address for service and change of address for service**

(1) Every party shall, at the time when he or she notes an appeal or makes any application, give an address at which he or she will accept service in terms of these rules. The address for service shall be within a radius of twenty-five kilometres from the registry where this appellant or applicant files the appeal or application:

Provided that the Registrar may refuse to accept any document which does not comply with this rule.

(2) Where a party is represented by a legal practitioner or representative, the party's address for service shall be that of his or her legal practitioner or representative.

(3) Where a party changes his or her address for service, he or she shall notify, in writing, the Registrar and the other parties to the proceedings of his or her new address for service, and if he or she fails to make such notification, his or her address for service shall be deemed to be the address given under [subrule \(1\)](#).

(4) Where a party fails to specify his or her address for service, his or her last known residential address or the address of his or her last known place of business or employment shall be deemed to be his or her address for service and service at any such address shall be valid:

Provided that where the person to be served is detained in custody, service shall be by delivery or registered post to the person in charge of the place where that person is detained.

## **8. Persons who may effect service of documents and manner and time of service**

(1) All notices of set down shall be served by the Sheriff or his or her deputy.

(2) All documents not required in terms of these rules to be served by the Sheriff may be served upon a person by-

- (a) the party who issued the documents; or
- (b) a party's legal practitioner, representative, agent, messenger or courier; or
- (c) the deputy sheriff;
- (d) the messenger of court;

in any of the following ways by-

- (i) registered post; or
- (ii) delivery through a commercial courier service; or
- (iii) personal delivery to that person or to his or her duly appointed agent; or
- (iv) delivery to a responsible individual at that person's place of work or residential address; or
- (v) telegraph; or
- (vi) telefacsimile.

(3) Service of documents in terms of these rules shall not be valid if served between 10 p.m. and 6 a.m.:

Provided that the service of documents by post, telegraph, facsimile or courier shall be valid whenever served.

## **9. Service where person to be served prevents service or cannot be found**

Where documents are to be served, and-

- (a) the person upon whom they are to be served avoids or prevents service; or
- (b) the person seeking to effect service of the documents is unable, after a diligent search at the residence, place of business or employment or address for service of the person to be served, to find that person or a responsible individual,

it shall be sufficient service to leave a copy of the documents in a letter box, at or affixed to or near the counter or principal door or gate, or in some conspicuous place at the residence, place of business or employment or address for service, as the case may be.

## **10. Substituted service**

Where service cannot be effected in the manner prescribed in rules 8 and 9, the Court may, upon evidence of that fact, make an order allowing service to be effected in any manner as may be stated in such order.

## **11. Proof of service**

(1) Where service of documents has been effected by-

- (a) registered post, the advice slip, or some other acceptable proof of delivery provided by the postal licensee;
- (b) the Sheriff, the Sheriff's out-going mail register or extract there from certified by the Sheriff;
- (c) hand-delivery or courier delivery, a certificate of service or affidavit by the person effecting service, or delivery slip, or a copy of the document served duly signed by the recipient;
- (d) telefacsimile, the electronic record of such service;
- (e) telegraph, a return from the postal licensee,

shall constitute proof of service.

(2) Where any document has been served on a responsible individual, the name, title and relationship of that individual shall be stated in the proof of service.

## **PART III**

### *Determination of Matters by Labour Court*

## **12. Informality of proceedings**

(1) Subject to these rules, the Court shall conduct any hearing in such manner as it considers most suitable to the clarification of the issues, the fair resolution of the matters, and generally the just handling of the proceedings before it.

(2) The Court may, so far as appear to it appropriate, avoid formality in its proceedings and may, where circumstances warrant it, depart from any enactment or rule of law relating to the admissibility of evidence in proceedings before courts of law generally.

## **13. Labour Court Record Book**

The Registrar shall, in respect of every matter for hearing or determination by the Court, keep an index book to be called the Labour Court Record Book in which the following shall be recorded-

- (a) the number of the case;
- (b) the names of the parties;
- (c) the nature of the case;
- (d) the date and place of the hearing or determination of the case;
- (e) the judgment of the Court; and
- (f) any subsequent proceedings and remarks.

## **14. Court applications**

(1) A court application shall be in Form LC 1 and shall be supported by one or more affidavits setting out the facts upon which the applicant relies together with the draft order.

(2) The applicant shall deposit with the Sheriff an amount to be determined by the Sheriff as security for costs of the service of the notices of set down.

(3) The Registrar, upon receipt of the application and proof of such payment shall allocate a case number to the application and thereafter a date of hearing.

(4) The applicant shall serve copies of the application together with annexures thereof to the respondent within five days of their issuing out and within ten days thereafter, file with the Registrar proof of service in accordance with [rule 11](#).



(5) Except as otherwise provided in this rule, no affidavit which has not been served with a court application shall be used in support of the application unless it is otherwise ordered by the Court or a Judge.

### **15. Application for an order by a Labour Officer or Designated Agent in terms of section 93 (5) (a), (5) (b) and (c) of the Act**

(1) In this rule-

**"applicant"** means a labour officer or a designated agent.

(2) The applicant shall deposit with the Sheriff an amount to be determined by the Sheriff as security for costs of the service of the notices of set down.

(3) The Registrar, upon receipt of the application and proof of such payment shall allocate a case number to the application and thereafter a date of hearing.

(4) An applicant who wishes to apply for granting of a ruling and order which he or she has made shall within thirty days of the date of ruling lodge with the Registrar an application in three copies by way of Form LC 11 supported by an affidavit and any evidence which he or she considered in making the ruling and order including-

- (a) the record of any charge against or allegation of misconduct that was made against the employee;
- (b) the minutes or record of proceedings or hearing undertaken to inquire into the charge or allegation of misconduct;
- (c) the decision or determination made at the end of the hearing or inquiry; and
- (d) any other relevant evidence in the matter in question.

(5) The applicant shall serve copies of the application together with annexures thereof on the parties within five days of their issuing out and thereafter file with the Registrar proof of service.

(6) Within ten days of receipt of the application for confirmation, the respondent shall file a notice of response in Form LC 2 together with any heads of argument in support of his or her case.

(7) The Registrar shall set down the matter for hearing and cause the notice of set down to be served on the parties.

### **16. Application by the Minister in terms of section 120 of the Act**

(1) Where a recommendation by an investigator investigating a trade union, employers' organisation or federation to appoint an administrator to administer the trade union, employers' organisation or federation has been accepted, the Minister shall lodge with the Registrar an application accompanied by an affidavit and supporting documents, by way of Form LC 13, in three copies.

(2) The Minister shall deposit with the Sheriff an amount to be determined by the Sheriff as security for costs or service of the notice of set down.

(3) The Registrar, upon receipt of the application and the proof of payment, shall allocate a case number to the application.

(4) The Minister shall serve copies of the application together with the annexures thereof on the respondents within five days of their issuing out and thereafter file with the Registrar proof of service.

(5) The respondent shall file his or her opposition if any, to the application within ten days of receipt of the application.

(6) If the application is opposed, the Registrar shall set down the application for hearing.

### **17. Chamber applications**

(1) A chamber application shall be in Form LC 12 duly completed and shall be supported by one or more affidavits setting out the facts upon which the applicant relies.

Provided that, where a chamber application is to be served on an interested party, it shall be in Form No. LC 1 with appropriate modifications.

(2) A chamber application shall be served on all interested parties unless the respondent has previously had due notice of the order sought and is in default or unless the applicant reasonably believes that there is any reason, acceptable to the Judge, why such notice should not be given.

(3) Where an applicant has not served a chamber application on another party because he or she reasonably believes that there is any reason, acceptable to the Judge, why such notice should not be given him or

her shall set out the grounds for his or her belief fully in his or her affidavit; and unless the applicant is not legally represented, the application shall be accompanied by a certificate from a legal practitioner setting out, with reasons, his or her belief that the matter should be heard without notice to the other party.

## 18. Urgent chamber applications

(1) Where a person wishes to file an application in terms of these rules and he or she considers that the matter is one of urgency, he or she may file the application accompanied by an affidavit requesting that the application be treated as an urgent application.

(2) An affidavit submitted in terms of [subrule \(1\)](#) shall set out the facts of the matter, the name of any other person who might be affected by the order sought by the applicant and the circumstances that justify treating the matter as an urgent application, and where a party is legally represented, shall be accompanied by a certificate by a legal practitioner that the matter is urgent.

(3) Upon receipt of the urgent application, the Registrar shall immediately refer the file to a Judge.

(4) A Judge may direct that the application be served on any person who might be affected by the order sought and the applicant shall comply with such direction in which event-

- (i) the applicant shall deposit with the Sheriff an amount to be determined by the Sheriff as security for costs of the service of the notices of set down; and
- (ii) the Registrar, upon receipt of the application and proof of such payment shall allocate a case number to the application and thereafter a date of hearing.

(5) If the Judge considers that the application should be treated as an urgent application, he or she may issue a directive dispensing with the forms and service provided for in these rules and may give directions for the matter to be dealt with at such time and in such manner and in accordance with such procedure, which shall, as far as is practicable, be in accordance with these rules, as he or she considers appropriate.

## 19. Appeals and cross appeals

(1) A person wishing to appeal against any decision, determination or direction referred to in the Act, shall, within twenty-one days from the date when the appellant receives the decision, determination or direction or award, do the following-

- (a) complete in three copies a notice of appeal in Form LC 4; and
- (b) make three copies of any of the documents referred to in [subparagraphs \(i\) to \(iv\)](#) as are relevant to the appeal, if they are in the possession of the appellant-
  - (i) the record of any charge or allegation of misconduct that was served on the appellant, if any;
  - (ii) the minutes or record of any proceedings or hearing undertaken to inquire into any charge against or allegation of misconduct on the part of the appellant;
  - (iii) a minute or record of any decision, determination, direction or award made at the conclusion of any proceedings or hearing referred to in [subparagraph \(ii\)](#);
  - (iv) the letter of suspension or dismissal from employment, if any;
- (c) deposit with the Sheriff an amount to be determined by the Sheriff as security for costs of service of the notice of set down.
- (d) file with the Registrar one of the other copies of the notice of appeal, together with-
  - (i) a copy of the documents, if any, referred to in [paragraph \(b\)](#);
  - (ii) proof of payment of the Sheriffs costs for service of the notice of set down; and
  - (iii) proof (as required by [rule 11](#)) that the notice of appeal was served on the respondent;
- (e) serve one copy of the notice of appeal, together with a copy of the documents, if any, referred to in [paragraph \(b\)](#), on the respondent within ten days of; and
- (f) retain a copy of the notice of appeal, and of the documents, if any, referred to in [paragraph \(b\)](#), for himself or herself.

(2) The respondent shall, within ten days of receiving a notice of appeal-

- (a) complete in three copies a notice of response in Form LC 2;
- (b) file the notice of response with the Registrar;
- (c) serve a copy of the notice of response on the appellant;

- (d) file with the Registrar proof of service of the notice of response as required by [rule 11](#);
- (e) retain a copy of the notice of response for himself or herself;
- (f) make copies of any documents which are in his or her possession and have not been availed by the appellant and at the time of filing the response file them with the Registrar and thereafter serve the appellant.

(3) A person making an appeal under this rule who also wishes to seek a review of the proceedings in respect of which he or she makes the appeal shall, at the same time, complete in three copies of a notice of review in Form LC 4 and serve such notice together with the notice of appeal under this rule.

(4) A person who wishes to make a cross appeal shall do so at the same time as he or she files a notice of response in which event the provisions of these rules with regard to appeals shall apply, with necessary modifications, to the cross-appeal.

## **20. Reviews**

(1) A person wishing to seek review of proceedings referred to in terms of the Act shall, within twenty-one days from the date when the proceedings are concluded, do the following-

- (a) complete in three copies a notice of review in Form LC 5; and
- (b) make three copies of any of the documents referred to in [subparagraphs \(i\) to \(iv\)](#) as are relevant to the review, if they are in the possession of the applicant-
  - (i) the record of any charge against or allegation of misconduct on the part of the applicant that was served on the applicant, if any;
  - (ii) the minutes or record of any proceedings or hearing undertaken to inquire into any charge against or allegation of misconduct on the part of the applicant;
  - (iii) a minute or record of any decision taken at the conclusion of any proceedings or hearing referred to in [subparagraph \(ii\)](#);
  - (iv) the letter of suspension or dismissal from employment, if any;
- (c) deposit with the Sheriff an amount to be determined by the Sheriff as security for costs of service of the notice of set down.
- (d) file with the Registrar one of the other copies of the notice of review, together with-
  - (i) a copy of the documents, if any, referred to in [paragraph \(b\)](#);
  - (ii) proof of payment of the Sheriffs costs for service of the notice of set down; and
  - (iii) proof (as required by [rule 11](#)) that the notice of review was served on the respondent; and
- (e) serve one copy of the notice of review, together with a copy of the documents, if any, referred to in [paragraph \(b\)](#), on the respondent; and
- (f) retain a copy of the notice of review, and of the documents, if any, referred to in [paragraph \(b\)](#), for himself or herself.

(2) The respondent shall, within ten days of receiving a notice of review-

- (a) complete in three copies a notice of response in Form LC 2;
- (b) file the notice of response with the Registrar;
- (c) serve a copy of the notice of response on the applicant;
- (d) file with the Registrar proof of service of the notice of response as required by [rule 11](#);
- (e) retain a copy of the notice of response for himself or herself;
- (f) make copies of any documents which are in his or her possession and have not been availed by the applicant and at the time of filing the response file them with the Registrar and thereafter serve the applicant.

## **21. Record preparation (indexing, pagination and binding)**

(1) It shall be the duty of the parties or litigants to prepare the record of proceedings by indexing, paginating and binding.

(2) Every written application, appeal, review or notice of opposition and supporting answering affidavit shall-

- (a) be legibly written on A4 size paper on one side only; and
- (b) be divided into paragraphs numbered consecutively, each paragraph containing, wherever possible, a separate allegation; and
- (c) have each page, including every annexure and affidavit, numbered consecutively, the page numbers, in the case of documents filed after the first set, following consecutively from the last page number of the previous set, allowance being made for the page numbers of proof of service filed for the previous set.

(3) Every written application, appeal, review and notice of opposition shall-

- (a) state the title of the matter and a description of the document concerned; and
- (b) be signed by the applicant or respondent, as the case may be, or by his or her legal practitioner or union representative; and
- (c) give an address for service which shall be within a twenty-five kilometre radius from the registry in which the document is filed; and
- (d) where it comprises more than five pages, contain an index clearly describing each document included and showing the page number or numbers at which each such document is to be found.

(4) Every written application, appeal or review shall contain a draft of the order sought.

(5) An affidavit filed with a written application, appeal or review-

- (a) shall be made by the applicant or respondent, as the case may be or by a person who can swear to the facts or averments set out therein; and
- (b) may be accompanied by the documents verifying the facts or averments set out in the affidavit, and any reference in this Order to an affidavit shall be construed as including such documents.

(6) Where by any law, a certificate or other document is required to be attached to or filed with any application, it shall be sufficient to attach or file a photocopy or other facsimile of the certificate or document:

Provided that, if required to do so by the court or a Judge at the hearing, the party concerned shall produce the original certificate or document.

## **22. Application for condonation of late noting of an appeal or review**

(1) A party wishing to apply for condonation of the late noting of an appeal or review shall do so in form LC 1.

(2) An application in terms of this rule shall be accompanied by a draft of the intended notice of appeal or review.

## **23. Interlocutory and other applications**

Where a party to any matter pending before the Court wishes to make an application to the Court in respect of any matter for which an application may be made in terms of these rules, the applicant shall give not less than ten days' written notice of the application to the Registrar and the other party specifying the nature of the application and the grounds upon which it is made unless a Judge or the Court otherwise directs.

## **24. Adoption of incorrect form of application**

The fact that an applicant has instituted-

- (a) a court application when he or she should have proceeded by way of a chamber application; or
- (b) a chamber application when he or she should have proceeded by way of a court application,

shall not in itself be a ground for dismissing the application unless the Court or Judge, as the case may be, considers that-

- (i) some interested party has or may have been prejudiced by the applicant's failure to institute the application in proper form; and
- (ii) such prejudice cannot be remedied by directions for the service of the application on that party with or without an appropriate order of costs.

## 25. Representation of parties, assumption and renunciation of agency

(1) Where a party-

- (a) is represented before the Labour Court by an official or employee of a registered trade union or employers' organisation of which a party is a member, such representative shall be required to produce proof of their capacity to represent the party;
- (b) is represented by a company official, they shall produce a company resolution or letter of appointment authorising them to represent the party;
- (c) is represented by a legal practitioner, the legal practitioner shall file a written notice of assumption of agency in Form LC 6 with the Registrar and serve copies of the notice to the other party or that party's legal practitioner or representative.

(2) Subject to this rule, an appellant's or applicant's or respondent's legal practitioner may for good cause renounce his or her agency at any time before the appeal or application has been set down for hearing or, after it has been set down, not later than three weeks after he or she has been notified of the date of hearing of the appeal or application:

Provided that, where he or she has agreed to less than six weeks' notice of the date of hearing, he or she may not renounce his or her agency in terms of this subrule later than one month before the date of hearing

(3) Where a legal practitioner renounces agency he or she shall give written notice of his or her renunciation to-

- (a) his or her client; and
- (b) the other party or the other party's legal practitioner or representative; and
- (c) the Registrar; and
- (d) specify in that notice his or her client's last known address which shall be the address of service.

(4) A legal practitioner who does not comply with [subrule \(1\)](#) shall not have the right of audience in respect of that matter.

## 26. Heads of argument

(1) Where an applicant or appellant is to be represented by a legal practitioner or representative at the hearing of the application, appeal or review, the legal practitioner or representative shall-

- (a) within ten days of receiving a notice of response to the application, appeal or review, lodge with the Registrar heads of argument clearly outlining the submissions he or she intends to rely on and setting out the authorities, if any, which he or she intends to cite; and
- (b) immediately afterwards deliver a copy of the heads of argument to the respondent and lodge with the Registrar proof of such delivery as required by [rule 11](#).

(2) No legal practitioner or representative shall be allowed to make submissions in a matter without having filed heads of argument:

Provided that a party who has been barred may-

- (a) make a chamber application to remove the bar, and the Judge or Court may allow the application on such terms as to costs and otherwise as he or she thinks fit; or
- (b) make an oral application to remove the bar at the hearing of the application or appeal.

(3) Where a respondent is to be represented by a legal practitioner or a representative at the hearing of the application, appeal or review, the legal practitioner or representative shall-

- (a) lodge with the Registrar heads of argument clearly outlining the submissions he or she intends to rely on and setting out the authorities, if any, which he or she intends to cite within ten days of receiving a copy of the heads of argument in terms of [subrule \(1\) \(b\)](#), or at the time when the notice of response is filed with the Registrar in terms of [rule 14 \(2\) \(b\) \(ii\)](#), [19 \(2\) \(b\) \(ii\)](#) or [20 \(2\) \(b\) \(ii\)](#), if the applicant or appellant is not represented by a legal practitioner or representative; and
- (b) immediately afterwards, deliver a copy of the heads of argument to the applicant or appellant and lodge with the Registrar proof of such delivery.

(4) Where heads of argument that are required to be lodged in terms of [subrule \(3\)](#) are not lodged on behalf of the respondent, within the period or at the time specified in those provisions-

- (a) the Registrar shall nevertheless set down the application, appeal or review for hearing in terms of [rule 28](#);
- (b) subject to [subrule \(2\)](#), the defaulting party shall be barred and the Court may according to the nature

of the case, or as the justice of the case requires-

- (i) enter a default judgment against the defaulting party; or
- (ii) proceed to determine the matter.

(5) Where an applicant, appellant or respondent is not to be represented at the hearing by a legal practitioner or representative, he or she may, lodge heads of argument with the Registrar, in which event he or she shall comply with [subrule \(1\)](#) or [\(4\)](#), as the case may be.

(6) After the heads of argument have been lodged with the Registrar, no further papers may be lodged without the leave of the Court.

## **27. Settlements and withdrawals**

(1) Where the parties to a matter pending before the Court agree on an out of court settlement or a party withdraws the matter, the parties or party shall notify the Registrar in writing of such settlement or withdrawal.

(2) Where the Registrar has received notification of a settlement or withdrawal in terms of [subrule \(1\)](#), the Registrar shall refer the matter to a Judge who shall issue an appropriate order or direction with regard to the settlement or withdrawal, as the case may be.

(3) If during the hearing of a matter, a party withdraws or the parties settle the matter, the court shall proceed to issue an appropriate order.

## **28. Set-down of matters**

(1) The Registrar shall as far as reasonably possible set down matters on a first come first served basis:

Provided that in urgent cases or for other good cause shown the Senior Judge may, at the request of one or more of the parties, allocate a date for the hearing of a case, whether in or out of term.

[[Sub-r. \(1\)](#) amended by S.I. No. 8 of 2018.]

(2) The applicant or the appellant must deposit with the Sheriff an amount as determined by the Sheriff as security for costs of service of all notices of set down.

(3) Upon receipt of such proof of payment, the Registrar shall allocate a date for the matter to be heard and submit the notice of set down to the Sheriff for service to be effected.

(4) The Sheriff shall submit the return of service to the Registrar within five days after service has been effected and at least five days before the date of hearing.

(5) If a matter is postponed to a date to be determined in the future, any party to the matter may, upon furnishing the Registrar with proof of payment of the Sheriffs costs for service of the notice of set down, apply to the Registrar for it to be re-enrolled, but no preference may be given to that matter on the roll, unless the Court decides otherwise.

(6) Once a date becomes available for the hearing of a case, the Registrar shall allocate the date for the case to be heard and shall give the parties notice of the date in Form LC 7:

Provided that all the parties shall receive not less than five days' notice of the date, time and place of the hearing.

(7) The Registrar may for good cause, or after consultation with the parties, alter the date of set-down allocated under [subrule \(2\)](#) and shall give the parties notice in Form LC 7 of any such alteration.

(8) The Registrar shall thereafter allocate a time, date and place of hearing and cause a notice of set down to be served on the parties.

(9) Where a matter is postponed in court to a specific date, the Registrar shall not be required to send a notice of set down to the parties.

## **29. Where party fails to file notice of response**

Where the respondent fails to file a notice of response within the period specified in rules 14, 19 or 20 and that party fails to comply, the matter shall nevertheless be set down in terms of [rule 28](#) and if, on the day of hearing, the defaulting party-

- (a) appears and shows good cause why he or she did not file a notice of response, the Court may according to the nature of the case, or as the justice of the case requires-
  - (i) postpone the matter to enable the defaulting party to comply; or

(ii) proceed to determine the matter;

or

(b) does not appear or fails to show good cause why he or she did not file a response, shall be barred, and the Court may, according to the nature of the case, or as the justice of the case requires-

(i) enter a default judgment against the defaulting party; or

(ii) proceed to determine the matter.

### **30. Witnesses**

(1) Whenever it is required to obtain the attendance of any witnesses, the Registrar shall issue a summons in Form LC 8.

(2) [Part II](#) of these rules applies to the service of a summons issued in terms of [subrule \(1\)](#).

(3) The service of any summons in terms of this rule may be effected by any person authorised to do so by the Registrar.

### **31. Pre-hearing stage**

(1) A Judge may, before the hearing commences, call the parties and their legal practitioners or representatives, if any, into his or her chambers with a view to securing-

(a) agreement on any matters likely to curtail the duration of the hearing; or

(b) subject to subrules (2) and (3), a settlement of the matter through conciliation and or mediation.

(2) A Judge may attempt to settle the matter by conciliation or mediation under [subrule \(1\) \(b\)](#) unless, before such conciliation or mediation begins, the parties do not agree to such conciliation or mediation.

Provided that if the parties agree to such conciliation or mediation but conciliation or mediation fails to settle the matter, the Judge shall proceed to hear the matter unless either or both of the parties object to the Judge hearing the matter.

(3) If a Judge succeeds in settling a matter at the prehearing stage through conciliation or mediation, [rule 27](#) shall apply to such settlement.

### **32. Departure from rules**

At any time before or during the hearing of a matter a Judge or the Court may-

(a) direct, authorise or condone a departure from any of these rules, including an extension of any period specified therein, where the Judge or Court is satisfied that the departure is required in the interests of justice, fairness and equity;

(b) give such directions as to procedure in respect of any matter not expressly provided for in these rules as appeal to the Judge of the Court to be just, expedient and equitable.

### **33. Joinder of parties and actions**

(1) A Judge, prior to a hearing or in the course of a hearing may, at his or her own instance or upon application by a party, order that two or more applications, appeals or reviews be consolidated or heard together and may give directions on all other matters related thereto so as to give effect to the order.

(2) A person who has an interest in the determination of a matter by the Court may apply to be joined as a party to the proceedings.

(3) Where in any matter before the Court a party wishes to join a third party who is not a party to the proceedings, he or she may apply to the Court to join that third party to the action.

### **34. Hearings of applications**

(1) The Registrar shall refer every unopposed application, to a Judge sitting in chambers, who may-

(a) deal with the application on the papers; or

- (b) direct that the application be heard in open court; or
- (c) direct that the application be heard in chambers.

(2) At any time after the matter has been set down under [rule 28](#) or during a hearing a Judge may, with the approval of the Senior Judge, order that such matter be referred for hearing or decision by two or more Judges, in which event any reference to a Judge in this rule shall be construed as a reference to the Judge presiding over the Court.

(3) If, after a hearing has begun, the Court as reconstituted under [subrule \(2\)](#) deems it fit, it shall be competent for the Court to direct that any witness be recalled and to order further argument.

(4) The Judge during any hearing may apprise the parties of their rights and the correct procedures where he or she considers it necessary or desirable to do so, and, in so doing the Judge shall have due regard to the interests of any party who is not being advised or represented by a legal practitioner or representative.

(5) At the hearing of any matter-

- (a) unless the Judge otherwise orders, the applicant or appellant shall be heard in argument in support of the application, appeal or review, and thereafter the respondent's argument against the application, appeal or review shall be heard and the applicant or appellant shall be heard in reply;
- (b) the Judge may allow oral evidence:  
  
Provided that if one of the parties has been barred the Judge shall deal with the application, appeal or review as though it were abandoned or unopposed;
- (c) the Judge may require any witness to give evidence on oath or affirmation;
- (d) any party at a hearing may cross-examine witnesses called by the other party:  
  
Provided that the Judge may curtail the cross-examination if he or she considers the cross-examination to be repetitive, irrelevant or time-wasting;
- (e) the party calling a witness may re-examine the witness after cross-examination.

### **35. Adjournments and postponements**

(1) If for any reason it appears expedient to the Court that the hearing of any matter should be adjourned or postponed, the Court may make such orders as to adjournment as it considers necessary.

(2) Where a Court either postpones a matter *sine die* or removes it from the roll, the Court shall direct what a party must do and the time frames by which the directive must be complied with.

(3) Where a directive has not been given in terms of rule (2), and a matter postponed *sine die* or removed from the roll is not set down within three (3) months from the date on which it was postponed *sine die*, such matter shall be regarded as abandoned and the Registrar shall advise the parties accordingly.

### **36. Reinstatement of matters**

Where a matter has been deemed to have been abandoned in terms of these rules, a Judge may, on good cause shown upon application by a party made within twenty-one days of the party becoming aware of the abandonment, order that the matter be reinstated.

[[R. 36](#) amended by S.I. No. 8 of 2018.]

### **37. Default judgment entered where party or witness fails to appear**

Where a party fails to appear at a hearing, the Court may, according to the nature of the case, or as the justice of the case requires-

- (a) enter default judgment;
- (b) proceed with the hearing on the merits; or
- (c) postpone the matter.

### **38. Consent to judgment**

(1) A respondent may consent to judgment by delivery of a written memorandum to the Court to that effect stating-



- (a) that he or she so consents; and
  - (b) whether his or her consent is for the full claim or less.
- (2) If the consent is for less than the full claim-
- (a) he or she may continue his or her defence as to the balance of the claim; and
  - (b) notwithstanding a judgment upon such consent the action may proceed as to such balance and it shall in that event be in all subsequent respects an action for such balance.

### 39. Costs

(1) The Court or Judge, in giving judgment or making any order, may make such order as to costs as it thinks just and equitable.

(2) The costs of any appeal, application or review by the parties may be-

- (a) awarded by the Court or Judge irrespective of the judgment in the cause; or
- (b) made costs in the cause; or
- (c) reserved to be dealt with at the conclusion of the action.

(3) If the court or a judge considers that the conduct of a party to an appeal or application under these rules has been such as to warrant such a course, the court may make any one or more of the following orders-

- (a) depriving a successful party of all or part of his or her costs in the appeal or application and additionally, or alternatively, in the tribunal below;
- (b) ordering a successful party to pay all or part of the costs of the other party in the appeal or application and additionally, or alternatively, in the tribunal below;
- (c) ordering a party to pay costs on a legal practitioner and client scale or on any other appropriate scale.

(4) If the court or a judge considers that the conduct of a legal practitioner representing a party to an appeal or application under these rules has been such as to warrant such a course, the court or judge may make any one or more of the following orders-

- (a) ordering him or her personally to pay all or part of the costs of the appeal or application and additionally, or alternatively, in the tribunal below;
- (b) ordering him or her to refund to his or her client all or any of the fees his or her client may have paid him or her in respect of the appeal and additionally, or alternatively, in the tribunal below;
- (c) ordering him or her not to charge his or her client any fee in respect of all or part of the work done by him or her in respect of the appeal or application and additionally, or alternatively, the proceedings in the tribunal below;
- (d) ordering him or her to pay the costs referred to in [paragraph \(a\)](#) on a legal practitioner and client scale or on any other appropriate scale.

(5) Before making an order in terms of [subrule \(3\)](#) or [\(4\)](#), the court or judge shall give the party or legal practitioner concerned an opportunity to make representations as to whether or not the order should be made.

(6) This rule shall not derogate from the power of the court or a judge to make any other order or give any direction, whether as to costs or otherwise, arising out of the conduct of parties or legal practitioners.

(7) Where a judgment or order for costs is made against two or more persons, it shall, unless the contrary is stated, have effect against such persons jointly and severally.

(8) Where there is a dispute as to the bill of costs, either party may apply to the Registrar for taxation and thereupon the Registrar shall on notice to both parties set down the matter for taxation.

(9) On taxation the Registrar-

- (a) shall allow all such costs, charges and expenses as appear to him or her to have been necessary or proper for the attainment of justice or for defending the rights of any party, but save as against the party who incurred the same, no costs shall be allowed which appear to the Registrar to have been incurred or increased through over caution, negligence or mistake;
- (b) may depart for good and sufficient reason from any of the prescribed tariffs where strict adherence to such provisions would be inequitable;
- (c) shall award a party who is not represented by a legal practitioner his or her disbursements in addition to necessary expenses.

(10) The Registrar's assessment shall be reviewable by a Judge at the instance of the aggrieved party.

#### **40. Applications for rescissions or alterations of judgments**

An application for the rescission or alteration of a determination, order or judgment of the Court or Judge on any of the grounds specified in the Act shall be made within twenty-one days from the date after the party has had knowledge of the determination, order or judgment:

Provided that unless the contrary is proven, the party shall be presumed to have had knowledge of the judgment within two days after the date thereof.

#### **41. Stay of execution**

(1) Pending the determination of an appeal the Court or a Judge sitting in chambers may, upon application, order a stay of the execution of a decision order or determination appealed against.

(2) In granting a stay of execution, the Court or Judge may fix any such terms as to security for the due performance of an arbitral award, decision, order or determination or any variation thereof as the Court or the Judge deems fit.

### PART IV

#### *General*

#### **42. Precedents and binding nature of decisions**

(1) Where a case similar or identical to the one being heard by the Court has been previously decided by it, any principle established by that case shall have persuasive authority.

(2) Decisions of the Court shall be binding on all labour officers, arbitrators, disciplinary authorities and other determining authorities acting in terms of the Act.

#### **43. Leave to appeal against decisions of the Court**

(1) An application in terms of section 92F (2) of the Act seeking leave to appeal from any decision of the Court shall be made to the Judge of the Court who made the decision or in his or her absence, from any other Judge, within twenty-one days from the date of that decision.

(2) An application in terms of this rule shall be accompanied by a draft of the intended Notice of Appeal to the Supreme Court.

#### **44. Referral in terms of section 175 (4) of the Constitution**

(1) Where a Judge wishes to refer a matter to the Constitutional Court *mero metu* in terms of section 175 (4) of the Constitution, the Judge shall-

- (a) request the parties to make submissions on the constitutional issues or question to be referred for determination; and
- (b) state the specific constitutional issue or question the Judge considers should be determined by the Constitutional Court.

(2) Where a Judge is requested by a party to the proceedings to refer the matter to the Constitutional Court and the Judge considers that the request is not frivolous or vexatious, the Judge shall refer the matter to the Constitutional Court.

(3) A referral under [subrule \(1\)](#) or [\(2\)](#) shall be in Form LC 10 and shall be accompanied by a copy of the record of proceedings and statements from the parties, if any, setting out the arguments they seek to make before the Constitutional Court.

(4) Where there are factual issues involved, the Judge shall resolve or cause them to be resolved:

Provided that where there are no disputes of fact, the parties shall prepare a statement of agreed facts.

(5) The record of proceedings referred to in [subrule \(3\)](#) shall contain the record of appeal, the specific findings of fact by the Court and the issue or question for determination by the Constitutional Court:

Provided that where there is a statement of agreed facts in terms of the proviso to [subrule \(4\)](#), it shall suffice for the statement to be incorporated in the record in place of the specific findings of fact.

(6) Registrar shall prepare and transmit the record to the Constitutional Court within fourteen days of the date of such direction:

Provided that, before transmission, the Registrar shall ensure and certify that the record is correct and accurate and, in the case of a referral in terms of [subrule \(2\)](#), that it contains an appropriate draft order.

#### **45. Conduct and dress of persons appearing and attending court**

The Senior Judge may, through a practice direction, regulate the conduct and dress of persons appearing before or attending the Court.

#### **46. Abandonment of matters**

Where for any reason-

- (a) proof of service is not filed by the applicant or appellant with the Registrar in the manner and time prescribed;
- (b) the Registrar does not receive heads of argument from an applicant or appellant who is represented by a legal practitioner or representative within the prescribed period,

the matter shall be regarded as abandoned and the Registrar shall inform the parties accordingly:

Provided that the matter may be reinstated by a Judge in chambers on good cause shown upon application made within twenty-one days of the abandonment.

#### **46A. Repeal**

The Labour Court Rules, 2006, published in Statutory Instrument 59 of 2006, are hereby repealed.  
[[R. 46A](#) inserted by S.I. No. 8 of 2018.]

#### **47. Forms**

(1) The Forms prescribed in [the Schedule](#) shall be used in all proceedings to which they are applicable with such modifications as the circumstances may require.

(2) Subject to this rule, a person required to complete any form prescribed in [the Schedule](#) may modify it by making such alterations to it as circumstances require.

(3) The Registrar may refuse to accept any modified form and require the party modifying it to submit another form substantially compliant with that prescribed in [the Schedule](#) if the Registrar is of the opinion that the modified form is not so compliant.

(4) Where a dispute arises as to the discretion exercised by the Registrar under [subrule \(3\)](#), the Registrar shall refer the matter to a Judge in chambers who may thereupon-

- (a) direct the Registrar to accept the modified form; or
- (b) direct the party who modified the form to submit another form substantially compliant with that prescribed in [the Schedule](#); or
- (c) give such other directions as to the manner in which the parties may proceed as the Senior Judge thinks fit in the circumstances.

#### **Schedule** (Rule 47)

##### ARRANGEMENT OF FORMS

- [LC 1.](#) Notice of Application.
- [LC 2.](#) Notice of response.

- [LC 3.](#) Notice of Opposition.
- [LC 4.](#) Notice of appeal to Labour Court.
- [LC 5.](#) Notice of application for review by Labour Court.
- [LC 6.](#) Notice of assumption of agency.
- [LC 7.](#) Notification to party to attend proceedings.
- [LC 8.](#) Summons to Witness.
- [LC 9.](#) Document summons.
- [LC 10.](#) Referral of matter to Constitutional Court.
- [LC 11.](#) Application for an order by a Labour Officer or Designated Agent in terms of section 93 (5) (a), (b) and (c) of the Act
- [LC 12.](#) Notice of chamber application.
- [LC 13.](#) Notice of application for appointment/confirmation in terms of section 120 of Act.

**FORM LC 1**

Case No.

In the Labour Court of Zimbabwe  
In the matter between:

and

Applicant

Respondent

**NOTICE OF APPLICATION**

TAKE notice that Applicant intends to apply for an order in terms of the draft annexed hereto. The accompanying affidavit shall be used in support of the application.

Further take notice that if you wish to oppose the application, you are required to file a Notice of Opposition together with an affidavit setting out the basis of the opposition within ten (10) working days.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

*Applicant  
(Address)*

TO: Respondent  
*(Address)*

TO: Registrar,  
Labour Court

**FORM LC 2**

Case No.

In the Labour Court of Zimbabwe  
In the matter between:

and

Applicant

Respondent

**NOTICE OF RESPONSE**

TAKE notice that the Respondent intends to respond to the appeal.

Further take notice that the attached affidavit shall be used in support of the Respondent's case.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

*Respondent  
(Address)*

TO: Appellant/Applicant  
*(Address)*

TO: Registrar,  
Labour Court

**FORM LC 3**

Case No.

In the Labour Court of Zimbabwe  
In the matter between:

Applicant

and

Respondent

---

**NOTICE OF OPPOSITION**

---

TAKE notice that the respondent intends to oppose the application/review.

Further take notice that the attached affidavit shall be used in support of the respondent's case.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20

*Respondent  
(Address)*

TO: Appellant/Applicant  
(Address)

TO: Registrar,  
Labour Court

**FORM LC 4**

Case No. \_\_\_\_\_

In the Labour Court of Zimbabwe

In the matter between:

Applicant

and

Respondent

---

**NOTICE OF APPEAL**

---

TAKE notice that the Appellant hereby appeals against the attached arbitration award/determination/dismissal dated the

day of \_\_\_\_\_ 20

GROUND OF APPEAL (*must be concise and precise*)

Wherefore appellant prays for:

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20

*Appellant  
(Name, Signature and Address)*

TO: Registrar, Labour Court

TO: Respondent

(Name and Address)

NB. Upon service of this notice, respondent shall file his or her response to the appeal within ten (10) working days.

**FORM LC 5**

Case No. \_\_\_\_\_

In the Labour Court of Zimbabwe

In the matter between:

Applicant

and

Respondent

---

**APPLICATION FOR REVIEW**

---

TAKE notice that the Applicant hereby applies for review on the following grounds;

GROUND FOR REVIEW (*must be concise and precise*)

And take notice that the accompanying affidavit shall be used in support of the application.

Further take notice that if you wish to oppose the application you are required to file a Notice of Response together with an opposing affidavit setting out the basis of your opposition within ten (10) working days.

Wherefore Applicant prays for:

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20

*Appellant*  
(Name, Signature and Address)

TO: Registrar, Labour Court  
(Address)  
TO: Respondent  
(Name and Address)

**FORM LC 6**

Case No. \_\_\_\_\_

In the Labour Court of Zimbabwe  
In the matter between:

and \_\_\_\_\_ Applicant/Appellant  
\_\_\_\_\_ Respondent

---

**ASSUMPTION OF AGENCY**

---

TAKE notice that Messrs

(Name of Legal Firm)

of

(Address)

do hereby assume agency on behalf of Applicant/Appellant/Respondent in the above matter.

Messrs

(Name of firm)

Date: \_\_\_\_\_

TO: REGISTRAR,  
Labour Court  
(Address)  
TO: Applicant/Appellant/Respondent  
(Name and Address)

**FORM LC 7**

Case No. \_\_\_\_\_

In the Labour Court of Zimbabwe  
In the matter between:

and \_\_\_\_\_ Applicant/Appellant  
\_\_\_\_\_ Respondent

---

**NOTIFICATION TO PARTY TO ATTEND PROCEEDINGS**

---

TAKE notice that the above mentioned application/appeal/matter to which you are a party shall be heard at

(Specify address and location of Court)

on the \_\_\_\_\_ day of \_\_\_\_\_ (year) at \_\_\_\_\_ am/pm.

NB. If, as a party, you fail to attend the hearing at the time and place notified, the hearing may proceed without you to the possible detriment of your interests.

Given under my hand at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20

REGISTRAR OF COURT

**FORM LC 8**

Case No. \_\_\_\_\_

In the Labour Court of Zimbabwe  
In the matter between:

and

Respondent

**SUMMONS TO WITNESS**

TO:

(Names of witness/es and address/es)

TAKE notice that you are required to appear in person before the Labour court sitting at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ (year) at \_\_\_\_\_ a.m./p.m. to give evidence in respect of the above matter.

Further take notice that you are required to bring with you for production before the Court the following documents:

- 1
- 2
- 3

REGISTRAR OF COURT

**FORM LC 9**

Case No.

In the Labour Court of Zimbabwe  
In the matter between:

Applicant/Appellant

and

Respondent

**DOCUMENT SUMMONS**

TO:

(Names of witness/es and address/es)

TAKE notice that you are required to bring the following documents to the Registrar of the Labour Court at \_\_\_\_\_

Further take notice that you must comply with this summons within ten (10) days of receipt thereof.

DOCUMENTS:

- 1
- 2
- 3

REGISTRAR  
*Labour Court*

**FORM LC 10**

Case No.

In the Labour Court of Zimbabwe  
In the matter between:

Applicant/Appellant

and

Respondent

**REFERRAL OF MATTER TO CONSTITUTIONAL COURT**

THE matter is hereby referred to the Constitutional Court in terms of section 175 (4) of the Constitution.

Accompanying documents:

**FORM LC 11**

Case No.

IN THE LABOUR COURT OF ZIMBABWE

In the matter between:

Applicant

And

Respondent

---

**APPLICATION FOR AN ORDER BY LABOUR OFFICER/  
DESIGNATED AGENT IN TERMS OF SECTION 93 (5) (a) and (b) OF  
THE ACT**

---

TAKE notice that on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at the Labour Court \_\_\_\_\_ the applicant intends to apply for confirmation of the ruling and order in this action together with costs in terms of the annexed draft order. The accompanying affidavit and documents attached shall be used in support of the application.

Further take notice that if you wish to oppose the application, you are required to file a Notice of Response in Form LC 3 together with an affidavit setting out the basis of your opposition within ten (10) working days.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Accompanying documents:

*Applicant*

TO: FIRST RESPONDENT  
(Address)

TO: SECOND RESPONDENT  
(Address)

AND TO: THE REGISTRAR,  
LABOUR COURT

**FORM LC 12**

Case No.

IN THE LABOUR COURT OF ZIMBABWE

In the matter between:

Applicant

And

Respondent

---

**CHAMBER APPLICATION**

---

APPLICATION is hereby made for an order in terms of the order\draft annexed to this application on the grounds that (set out in summary the basis of the application).

The accompanying affidavit/s and document/s are tendered in support of the application.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

*Applicant*

TO: RESPONDENT  
(Address)

TO: REGISTRAR,  
LABOUR COURT OF ZIMBABWE

**FORM LC 13**

Case No.

IN THE LABOUR COURT OF ZIMBABWE

In the matter between:

Applicant

And



---

**APPLICATION FOR APPOINTMENT/CONFIRMATION IN TERMS  
OF SECTION 120 OF ACT**

---

PLEASE take notice that an application made in terms of [section 17](#) of Act [5 of 2015](#) shall be heard before the Labour Court at

on \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_ for the appointment of an administrator/confirmation  
of the appointment of a provisional administrator (delete the inapplicable) in terms of the  
draft annexed hereto.

Further take notice that the accompanying affidavits and document/s are tendered in  
support of the application.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20

*Applicant*

TO: RESPONDENT  
(*Address*)

TO: REGISTRAR,  
LABOUR COURT OF ZIMBABWE