

Collective Bargaining Agreement: Construction Industry

IT is hereby notified that the Collective Bargaining Agreement set out in the schedule, which replaces the agreement published in Statutory Instrument 244 of 1999, has been registered in terms of Section 79 of the Labour Act [Chapter 28:01].

**SCHEDULE
NATIONAL EMPLOYMENT COUNCIL FOR THE
CONSTRUCTION INDUSTRY**

**COLLECTIVE BARGAINING AGREEMENT (SKILLED WORKERS,
APPROVED CLASSES OF WORKERS AND GRADED WORKERS) 2006**

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Made and entered into in accordance with the provisions of the Labour Act, Chapter 28:01, between the Construction Industry Federation of Zimbabwe and the Zimbabwe Building Contractors Association (hereinafter referred to as “the employers” or “the employers’ organisations”), of the one part, and the Zimbabwe Construction and Allied Trades 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 Construction Industry of Zimbabwe.

PART I

APPLICATION, DURATION AND INTERPRETATION

Scope and application of agreement

1. (1) In terms of the provisions of section 82 of the Labour Act, [Chapter 28:01], the terms of this agreement are binding upon and shall be observed by-
 - (a) the employers and employees engaged in the construction industry who are members of the employers' organisations and the trade union respectively, in the area of Zimbabwe.
 - (b) all other employers and employees in the industry in the area of Zimbabwe
- (2) This agreement is concerned solely with the conditions and categories of employment and the preservation of good labour relations in the construction industry, and whereas it unifies the erstwhile building, civil engineering and concrete products industries for those purposes, it is not intended, and nor shall it be so construed by anyone either within or outside of the construction industry, to alter, modify, suspend, nullify or affect in any way whatsoever the recognized methods, procedures, conduct, practice and documentation applicable to calling for tenders and quotations and to tendering, measurement, payment and the like and associated processes in respect of building, civil engineering and concrete products works in Zimbabwe.
- (3) No employer or employee may waive any provision of this agreement, whether or not the said 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 other provisions. In the event of any provision of this agreement being inoperative or *ultra vires* the powers of the parties or the Labour Act, [Chapter 28:01] or regulations made thereunder, either before or after publication of this agreement under the provisions of that Act, this shall in no way affect the remainder of the agreement which shall, in that event, constitute the agreement.

Period of operation and amendment of agreement

2. (1) This agreement shall come into operation on the date of its registration in terms of Section 80 of the Act and shall remain in force for two years:

Provided that the parties shall re-negotiate an extension of this agreement before the expiry of the above period
- (2) In the interest of promoting stability in the industry, the employers' organisations and the trade union have agreed that they will not seek to amend this agreement during its first twelve months of operation, except that wage rates will be reviewed annually to take into account such wage legislation as may be promulgated by the government and, in the absence of such legislation, not later than the 1st July of each year.
- (3) Nothing shall preclude the parties entering negotiations to amend clauses at any time, provided amendments arising there from shall not be registered before the termination of the first twelve-month period of operation of this agreement.
- (4) Where this agreement provides terms, conditions and benefits which differ from those provided under previous agreements and regulations displayed by this agreement, the new provisions shall apply from the date of registration of this agreement and not retrospectively.

Interpretation

3. Any expressions used herein which are defined in the Act shall, unless otherwise defined or specified herein, have the same meaning as in the Act, any words importing the masculine gender shall include the feminine gender, and any word in the singular sense shall include the plural sense further, unless inconsistent with the context.

“Act” means the Labour Act, [Chapter 28:01] with amendments;

“agreement of council” means this agreement and any future agreement between the parties to the agreement which relates to employment in this industry and includes those agreements relating to medical and pension funds in the former building industry contained in Statutory Instruments 239 and 255 of 1992 and Occupational Health and Safety Statutory Instrument 223 of 1993, as amended and extended, and adopted in terms of clause 43 hereof;

“annual shut-down” means the period of twenty-three consecutive days commencing at midnight on the Friday preceding Christmas to be decided by Council in terms of sub-clause 5 of clause 30 of this Agreement, during which an establishment suspends operations. In the case of factory based employees the annual or vacation leave shall be taken at the employer’s discretion outside the annual shutdown period;

“apprenticeship” means an employee serving under a written contract of apprenticeship, registered in terms of the Manpower Planning and Development Act, [Chapter 28:02]

“appropriate certificating authority” means the authority specified in the Manpower Planning and Development Act, [Chapter 28:02];

“calendar week” means a period of seven consecutive days starting immediately after midnight on a Saturday and ending at midnight on the following Saturday;

“concrete products 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 manufacturing concrete articles, whether reinforced or not, manufactured in moulds or pallets from cement and sand, stone or any other non-fibrous aggregate;

“consecutive shift” means one or two or three shifts within a period of twenty-four hours operated by an employer for the purposes of a continuous process operation;

“continuous process operation” means any operation on a contract site forming part of a continuous system of construction, stoppage of which would have an adverse effect on the construction process or on the structure;

“contract site” means a place other than the employer’s permanent premises, where an employer is required to carry out work in accordance with a contract;

“construction industry” means, without in any way limiting the ordinary meaning of the expression and subject to the exclusion stated at the end of this definition, the industry in which employer and employee are associated together for all or any of the following purposes, that is to say the construction, finishing, renovation, reparation, alteration, maintenance and demolition (including the associated excavation and other earthworks and stabilization and scaffolding work) of airfield runways, aprons and other surfaces, aqueducts, bins, bridges, bunkers, cable-ducts, caissons, canals, cement-grouting, chimneys for factories or works, cooling and water towers, dams, docks, encasements, fences, filter-beds, gates, grave-stones, harbor-works, hydro-electric installation, irrigation works, mine shaft collars, monuments, piers, pile-driving,

pipelines, quays, rafts, railways, reservoirs, river-works, roads, sewerage works, sewers, shafts, silos, streets, swimming pools, thermal installations, tombs and tombstones, walls (boundary, garden and retaining), wharves, and any other works of a similar nature, as well as the making of articles (subject to the limitations contained in the definition of “joinery”) for use in such operations, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of those buildings, structures or other works or elsewhere, and includes all work executed or carried out by persons in the industry who are engaged in the following activities or subdivisions thereof-

air-conditioning and all forms of mechanical ventilation and air control which require adjustments or alterations and additions to buildings, structures and other works, and which includes all ducting, having for its purpose the delivery, extraction or conditioning of air for any purposes in any building, structure or other works;

asphalting, which includes asphalting floors, roofs, waterproofing foundations, basements or walls, laying malthoid or other composition, and other flooring;

bricklaying, which includes concreting and the fixing of concrete blocks, slabs, or plates, the tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, marble, granite and in composition, drain-laying, slating and roof-tiling, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

building electrical installations wiring, which includes all processes involved in the installation of medium voltage electrical installations in buildings, structures and other works from the main switch board therein, and comprises the fixing and connection of all switchboard, rising mains, subsidiary circuits in tubing, skirting or similar trunking, racking or cable-tray and the installation of P.V.C. armoured and mineral-insulated cables, together with all operations connected with the installation and fitting of electrical accessories and equipment and of light fittings;

floor-laying, which includes all processes connected with laying of floor-covering manufactured from asphalt, vinyl, asbestos, wood, plastic or steel or any combination thereof, and the laying of composition flooring, also the laying of mastic asphalt flooring and roofing-felt whenever these may be used in a building, structure or other work.

glazing, which includes the fixing (with any type of fixing material or method), handling, cutting, edge working and surface decorating of all types of glass, including laminated and functional architectural glasses, the design and manufacture of multiple lights and frameless glass show-cases and the mixing and preparation of chemicals for the silvering of glass, including protective coatings such as paints, leads and coppering;

joinery, which includes the manufacture of all articles of joinery, whether or not the fixing in the building, structure or other work is done by the person making preparing the article used, but shall not include the following

- (a) the manufacture from wood of parquet-block flooring
- (b) the manufacture and /or assembly from wood of plywood flush doors
- (c) the manufacture by repetitive operations or processes of pre-fabricated timber houses, but excluding the erection thereof;
- (d) timber fencing;
- (e) the manufacture from wood of barge-boards, tongued and grooved boards, wall plates, tile-battens, stock moulding, fascia-boards and purlins;

- (f) the manufacture and/or assembly from wood by specialized mechanical process of roof-trusses, including the incorporation of metal plates or plywood gussets as components

light making, using lead and other metals, which includes the manufacture and / or fixing of lights, display –signs, and glazing relating hereto.

masonry, which includes stone-cutting and building (also the cutting and building of ornamental and monumental stone-work) concreting and the fixing or building of precast or artificial stone, marble or granite, paving, mosaic work, pointing, wall and floor-tiling, operating of stone –working machinery and sharpening masons’ tools, whether or not the fixing in the building, structure or other work is done by the person making or preparing the article used;

metal-work, which includes the fixing of steel ceilings, metal windows, metal doors, builders’ smith-work, metal frames and the building in of architectural metal-work, drawn metal-work, sheet and extruded metal, whether or not the fixing in the building, structure or other work is done by the person making or preparing the article used;

overhaul, maintenance and repair on an establishment of an employer’s machinery, plant, tools, equipment and vehicles used in connection with construction industry work;

painting, which includes decorating, paper-hanging, distempering, lime or colour washing, staining, varnishing, french and other polishing, graining and marbling, spraying, applying plastic texture , stippler work and knotting, the application and / or fixing of polyvinyl-coated cloth, and the like forms of surface decoration and protection;

plastering, which includes modelling, granolithic and composition flooring, composition wall-covering and polishing, precast or artificial stone-work, wall and floor-tiling, paving and mosaic work, making and fixing fibrous plaster and plaster board, whether or not the fixing in the building, structure or other work is done by the person making or preparing the article used;

plumbing, which includes lead burning, gas-fitting, sanitary and domestic engineering, drain-laying, ventilating, heating, hot and cold water fitting, including fixing and water-fittings of electric geysers, fire-installations and the manufacture and fitting of all sheet-metal work, whether or not the fixing or fitting in the building, or structure or other work is done by the person making or preparing the articles;

scaffolding, which includes the assembly, erection and dismantling of scaffolding, including decking and suspended scaffolds.

shop, office and bank fittings which include the manufacture and/or fixing of shop-fronts, window enclosures, show-cases, counters, screen and interior fittings and fixtures, whether manufactured in wood, metal or plastic

steel construction, which includes the fixing of all classes of steel and other metal columns, girders, steel joists, or metal in any form which forms a part of a building, structure or other work;

steel reinforcing, forming part of building, structure or other work;

wood-working, which includes carpentry, woodwork-machining, turning, carving, fixing of corrugated iron, asbestos sheeting, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with metal, block and other flooring, including wood and cork and sandpapering thereof, roof-tiling, whether or not the fixing in the building, structure or other work is done by the person making or preparing the article used;

excluding any of the above mentioned activities where undertaken by an employer in the mining industry in association with his ordinary employees in the mining industry where such work is undertaken on a mining location or special grant as defined in the Mines and Minerals Act [Chapter 21:05];

“council” means the National Employment Council for the Construction Industry of Zimbabwe;

“current benefit agreement” means an agreement of council relating to medical and/or pension funds for the construction industry, or which provides for other benefits for the industry which operates concurrently with the whole or any part of the period of operation of this agreement;

“current hourly rate”, means the rate of pay an employee receives for every hour worked during his ordinary hours of work;

“day-off” means Sunday or that day of the week instead of Sunday on which an employee is not normally required to work;

“emergency work” means work the completion of which cannot reasonably be left over until the next working day;

“employee”, means a person employed in the construction industry for whom wages are prescribed in this agreement;

“employer” means any person whatsoever who employs or provides work for any person in the construction 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 control of the work upon which such second person referred to is employed and shall include a self-employed person or working employer;

“employer’s permanent premises” means the permanent premises from which the employer carries on business

“essential services” means any work which must necessarily be performed if danger to the health and/or safety of the public or if interference with the carrying on of any industry, business or undertaking is to be avoided.

“establishment” means any place at which the employer employs an employee to perform work;

“factory based employee” means any person engaged in manufacturing concrete products in a factory or under factory conditions;

“fixed place of work” means the contract site, office, depot, workshop or other place of work where an employee is initially employed, or to which he is transferred;

“general fund” means the fund established in terms of council’s constitution into which council’s dues from employees and employers shall be paid and from which the outgoing expenditures of council, as provided in its constitution, shall be met.

“hours of work” shall have meaning as defined in clause 18 of this agreement.

“industry” means the construction industry as defined above;

“jobbing work” means any work in the industry, where emergency, breakdown, or small works are involved of less than seven days, where no formal tendering is necessary, employing not more than six persons;

“lock-up” means a shed, room, workshop, factory or similar place constructed of walls and a roof, composed of weather –proof material which can be securely locked, the whole to be so constructed to provide a place for the safekeeping of an employee’s tools and clothes;

“Minister” means the Minister of Labour and Social Services, and any reference to “Ministry” shall be construed accordingly;

“month” means a calendar month;

“overtime” shall have the meaning as defined in clause 19 of this agreement

“Registrar” means the Registrar of Labour as defined in the Act;

“secretary” means the secretary of the council appointed in terms of its constitution;

“shift” means one of the stipulated periods of time during the twenty-four hour day when work is performed in relays;

“shift worker” means an employee who is required to perform shift work on a contract site where two or three shifts in a period of twenty-four hours are worked according to a shift roster laid down by the employer;

“skilled worker” means a person who has been certified or registered by the ministry as a journeyman or skilled worker, class 1,2,3 or 4, in a designated trade, or a person who holds a journeyman registration certificate issued by council’s predecessor before 1st February,1982, and recognized by the Ministry or an employee who has been lawfully exempted by the Ministry to perform work in a designated trade;

“wage” means the periodic payment made to an employee calculated by reference to the ordinary hours of work performed by that employee multiplied by his current hourly rate, and excludes bonuses and overtime and similar payments and allowances.

“working day” means any day other than a day off or an industrial holiday;

“worker grades or graded worker” shall have the meaning defined in Annexure 2 of this agreement;

“working week” shall have the meaning as defined in sub-clause (2) of clause 18 of this agreement

PART II

ADMINISTRATION, COUNCIL DUES AND TRADE UNION FEES

Administration of agreement

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

Exemptions from agreement

5. (1) Exemptions from any of the provisions of this agreement may be obtained by an enrolled employer or employee in the manner provided for herein, and any application for exemption may be refused and any exemption granted may be cancelled or amended at any time.
- (2) There is hereby established an exemptions committee which shall consider and may grant, conditionally or otherwise, applications for exemption from any or all of the provisions of this agreement.
- (3) The exemptions committee shall consist of not less than two and not more than three representatives or their alternates of the trade union, not less than two and not more than three representatives or their alternates of the employers. The members of the committee and their alternates shall be appointed by the parties and shall assume office at the first meeting of the committee to be held not later than thirty days after the appointment of the committee, and, except as provided in sub-clause (4), shall continue in office for two years;
- (4) Of those first appointed, one employer representative and one trade union representative shall retire in January each year, the first two in January immediately following their appointment and remaining two in the next succeeding January. Those first to retire shall, unless otherwise agreed amongst themselves, be determined by lot. Those retiring shall be eligible for reappointment;
- (5) The trade union and employers shall fill the vacancies occurring in terms of sub-clause (4)
- (6) If a member is unable to attend a meeting, his place shall be taken by his alternate who shall then be of full standing as a member. An alternate may attend any meeting of the committee but shall not have a vote unless he has taken a member's place.
- (7) In the event of a member or an alternate of the employers or trade union being unable to act, the body which made the appointment shall appoint a replacement for the period of absence or until January of the following year, as appropriate.
- (8) The committee at its first meeting, and thereafter at the meeting next after new appointments have been made, shall elect from its members a chairman, and the person so elected shall be a representative of the employers or a representative of the trade union, respectively, in each alternate year;

Provided that if the recently retired chairman has been re-appointed to the committee, it may reappoint him to be chairman.
- (9) In the event that the chairman is unable to act, the committee shall elect one of its members to act until the chairman is able to resume office, or appoint a new chairman, as appropriate.
- (10) The exemptions committee shall meet at such times as the chairman may determine, or as any two members may require, or as council may direct. All decisions of the committee shall be by unanimous vote with all members, or alternates acting for absent members, present. Proper minutes of each meeting shall be made and distributed to all members and all alternates and to the parties to this agreement.
- (11) The general secretary to council or a council employee nominated by him with the approval of the committee shall be secretary to the exemptions committee.

(12) Every employer shall give to those of his employees who are representatives on the Council, every reasonable facility to attend their duties in connection with the work of the Council;

Applications for and grant of exemptions

6. (1) Any employee or employer may submit an application in writing, to the exemptions committee in the form prescribed by council for exemption from all or any of the provisions of this agreement, and shall furnish the exemptions committee with such further information as it may require for the purpose of determining the application.
- (2) As soon as it is practicable and within fourteen days of its receipt, the exemptions committee shall determine such application and may issue a certificate granting such exemption for such period, and subject to such terms and conditions as it thinks fit. A copy of such certificate or the notification of any rejection and the reasons therefore, shall be sent to the employee and/or employer, as appropriate;
- (3) The exemptions committee may, at any time, in respect of an applicant to whom an exemption has been granted, revoke or amend that exemption, as the case may be, and such revocation or amendment shall have effect from such date as the committee may fix and shall be notified to the persons referred to in sub-clause (2);
- (4) Any employee or employer whose application has been rejected, or who has received a notification under sub-clause (3), may, within fourteen days, lodge and appeal, in writing to the council who shall determine the appeal within fourteen days of its receipt. The rejection, revocation or amendment, as the case may be, shall remain valid pending the determination of that appeal, and shall be adjusted in accordance with that determination.
- (5) If the exemptions committee is unable because of lack of unanimity to reach a decision, an arbitrator shall be appointed by council. The arbitrator shall determine the matter within fourteen days of its receipt by him, and his decision shall be final and binding under this agreement.
- (6) Any unexpired exemption under any previous regulations or agreement which operated in the industry, and to which the provisions of this agreement are relevant, shall have effect in relation to this agreement only for a period of six months after its publication or until the exemption expires, whichever time occurs first, during which period an application must be made in terms of sub-clause (1);

Designated agents

7. (1) The council shall advise the Registrar of specified persons whom it wishes to be appointed as designated agents to assist it in giving effect to the terms of this agreement
- (2) Upon the production by the designated agent of a valid certificate of appointment issued to him by the Registrar in terms of Section 63 of the Act, an employer or employee shall grant him rights of entry, access, search and examination as provided in terms of that section.

Enrolment of employers and notification of contracts

8. (1) At the date of registration of this agreement, an existing employer in the former building, civil engineering and concrete products industries registered, and in good standing, with the national employment council for the construction industry shall be deemed to have complied with sub-clauses (2) and (4), and the balance of interest accrued up to that date on

his previous declaration deposit shall be held by council to the credit of that employer until such time as the provisions of sub-clause (9) apply;

(2) Any person proposing to become an employer in the construction industry shall, prior to commencing operations, render a declaration to the council, containing the particulars set out in the form prescribed in Annexure 6;

(3) Any change in the particulars entered on the form prescribed in sub-clause (2) shall be notified to the council, in writing, within twenty-one days of any such change;

(4) A person making the declaration prescribed in subclause (2) shall pay a non-refundable joining fee as prescribed by Council from time to time;

(5) The secretary shall cause the trading name of every employer who has complied with the requirements of subclauses (2) and (4) to be entered in the council's register of employers.

(6) The secretary shall issue a certificate of enrolment to every employer enrolled in terms of subclause (5), and a new certificate shall be issued to an employer referred to in subclause (1).

(7) Any employer who, for three consecutive weeks, fails to submit returns to council as required by this or any other current agreement of council shall be notified of such omission by the secretary. Unless such returns accompanied by the payments prescribed in the notice of omission are made within seven days from the date of notification, legal proceedings for their recovery shall be instituted and the trading name of the employer shall be deleted from council's register of employers. Such deletion shall be deemed to be a cancellation of the employer's registration. For the purposes of this subclause, a letter addressed to the business address of the employer, as supplied in terms of subclause (2), sent by registered post shall constitute sufficient notification.

(8) In the event of the

(a) cessation of operations in the construction industry by a registered employer he shall notify council within thirty days of such cessation and may apply for refund of the surety or balance thereof, together with the interest thereon standing to his credit;

(b) cancellation by council of an employer's registration in terms of subclause (7) or for any other reason he may apply for the refund of the balance of the surety, together with the interest thereon standing to his credit; and council shall, within six months of such application, remit the interest accruals and the surety less any deductions made in terms of any agreement of council.

(9) Any employer who has not registered and is found operating will be called upon to register with council and the following provisions will apply-

(a)(i) if the employer has been operating without being registered for a period of one month or more, he shall pay a penalty fee equal to fifty per centum of the joining fee as prescribed in subclause (4)

(ii) regardless of the period for which the employer has been operating without being registered with Council, all payments, which he should in terms of this agreement, have been required to make to council together with any shortfalls in wages paid to his employees during that period shall immediately become due and payable;

(iii) in the event of an employer failing to comply with the registration requirement within the specified period he will immediately stop operating and council may take legal action to recover any outstanding dues and shortfalls in wages;

(iv) after cancellation of the registration of an employer he will only be re-admitted for registration after he has complied with all requirements and made all payments which were due at the time of cancellation

(b) In the event of cessation of operations in the construction industry by a registered employer he shall notify council within thirty days of such cessation and if he is registered in terms of subclause (1) may apply for a refund of the surety or balance thereof, together with interest thereon standing to his credit.

(10) No employer shall enter into any contract with any other employer to carry out construction industry work unless he has previously determined, by personal inspection of such employer's certificate of registration or other written proof that such employer is currently conforming in terms of the National Social Security Act [Chapter 17:04] and is registered as an employer with the council in terms of this agreement.

Enrolment of workers

9. (1) Every person, whether a working employer or employee, performing work in the construction industry in the categories listed in Annexures 1 and 2 shall, not later than ten days after taking up employment in the industry, apply for enrolment to the secretary using the form set out in Annexure 7. The secretary shall, within fourteen days of receiving the application, issue to the applicant, a worker's enrolment certificate. Such certificate shall-
- (a) in the case of a skilled worker or approved class of worker, state the trade and class allocated to him, following classification by the Ministry, or the trade or occupation approved by council, as the case may be;
 - (b) in the case of a person in the worker grades, state the occupation and grade allocated to him by his employer;
 - (c) contain a suitable photograph of the holder which shall be provided at his cost by the applicant in such quantity as required by council at the time of application;
 - (d) in the first instance be issued free of charge
- (2) Every person shall, upon request, produce his worker's enrolment certificate to his employer or his prospective employer
- (3) Subject to the provisions of subclause (1), no employer shall employ or continue to employ a person who has not applied for a worker's enrolment certificate or who is unable to produce his worker's enrolment when required to do so.
- (4) Any person who loses his worker's enrolment certificate shall report such loss within seven days to the secretary, and shall, at the same time submit an application for a replacement certificate, using the form set out in Annexure 7. Such application shall be accompanied by such quantity of suitable photographs of the applicant as is required and such fee as is prescribed by council. The secretary shall, within fourteen days from receipt of application, issue a replacement worker's enrolment certificate to the applicant. All replacement certificates shall be clearly marked as duplicates.
- (5) A person enrolled in a worker grade, who, upon meeting the criteria as prescribed by council for enrolment to a higher grade, may, not more than once in any six-month period,

apply to the secretary for enrolment to a higher grade. Such application, using the form prescribed by council, shall be accompanied by such quantity of suitable photographs of the applicant as is required and such fee as determined by council. The secretary shall, within fourteen days from receipt of the application, issue a new worker's enrolment certificate to the applicant, relating to the appropriate higher grade, in exchange for his old certificate which shall be retained by council.

Workers Record of Service

10. A. (1) Upon the date of registration of this agreement, every employer shall, unless he has already done so under a previous agreement relating to his industry, prepare for each of his employees a record of service, in the form set out in Annexure 8. If the employee is or becomes a member of the Trade Union, his number shall be included on the record of service.
- (2) The record of service shall be held by the employer and shall be brought up to date and handed to the employee on termination of service.

Retrenchment

10. B. (1) An employer who wishes to retrench five or more employees shall do so in terms of section 12c of the Labour Act Chapter 28:01.
- (2) An employer who wishes to retrench less than 5 employees shall do so according to Statutory instrument 186 of 2003.

Council's dues

11. (1) Council's dues shall consist of contributions to the general fund and shall be made by every employer and employee in the industry for such purposes as are provided for in council's constitution, and shall consist of -
- (a) deductions of 2.5% of basic wage per week from all skilled workers and other classes of workers specified in Annexure 1 who have worked three working days or more during that working week;
- (b) Equal amounts added by all employers to the deductions specified in paragraph (a)
- (c) an amount equal to 2.25% of the basic worker grade one weekly wage, which shall be paid to council by a self employed person or working employer, or partner, or a director, who has been registered by council as a working employer.
- (d) an amount equal to that specified in paragraph (c) per week, which shall be paid to council by a person, or partnership, or company, who, for the time being have no employees and are not performing work as a working employer, which amount shall be accompanied by the form provided by council for recording wage deductions and contributions completed as a Nil return.
- (2) The employer shall add the amounts specified in subclause (1) to the amounts required to be paid by employers and employees to the pension fund in terms of those current benefit agreements, and shall enter all the required particulars thereof in the form provided by council for recording wage deductions and contributions. This form, completed as prescribed by council, together with the aforementioned remittances shall be sent by the employer so as to arrive at the offices of council not later than ten days after pay day of the week to which they relate.

Where remittances to Council are not paid by the due date, interest shall be chargeable at the rate of 7.5% compound interest.

(3) Every employer shall ensure that the form provided by council for recording wage deductions and contributions is used only for that purpose, and that the form is properly completed in all respects when submitted to council. If, in council's opinion, an employer is abusing the form or using an excessive or unreasonable number of forms, it may impose a charge, which it shall prescribe, on that employer for forms required by him, and that employer shall pay that charge until the council sees fit to withdraw it.

(4) Council shall at an employer's request give instruction or assistance to that employer on the correct compilation of the form. On the first such occasion the instruction shall be at no charge, thereafter on each occasion on which the council gives instruction or assistance in or necessarily corrects the compilation of the form the Council shall charge a fee equal to one percent of the total remittance due with that form.

Trade Union membership fees

12. (1) The check-off system for the collection of trade union membership fees due by any employee in the former building industry provided for in Statutory Instrument 402 of 1983, as amended and extended, shall continue uninterrupted by this agreement but shall be subject to its terms and provisions and shall upon the registration of this agreement, be extended to include any employee in the construction industry who so requests.

(2) The trade union membership fees to be collected shall be those amounts notified to all employers from time to time by the secretary to council whenever the trade union informs him of the amounts it has determined as its fees.

(3) An employee agreeing to enter the check-off system shall complete, and shall sign and have duly witnessed, a stop-order, in a form prescribed by council, authorizing his employer to deduct weekly from his wages that amount which constitutes his fees to the trade union using a copy of the NEC check-off system order book. The council shall advise any new prospective employer to deduct dues from any member upon receiving the first contributions of General Fund.

(4) Not later than two pay periods after the receipt by the employer of a stop-order as provided for in subclause (3), an employer shall make the requisite deduction each week from the employee's wages:

Provided that an employer may refuse to make such deduction if it is proved to the satisfaction of council that undue influence or coercion has been, or is being, exercised by members of the trade union to compel non-members to become members thereof.

(5) From all monies due to the trade union, collected by him in terms of subclause (4), the employer may deduct and retain a collection fee of not more than one per centum of these monies.

(6) Upon making the deduction in terms of subclause (4), the employer shall enter the employees' name, NEC number, class or grade, and the amount so deducted on the form provided by council for recording wage deductions, and shall remit the amount, less any collection fee in terms of subclause (5), to council together with a number of copies of the form as may be required by council.

(7) Upon receipt of the trade union's fees, council shall transmit these to the trade union together with a copy of the form referred to in subclause (6).

(8) In the event of a change from one employer to another by an employee who pays his trade union fees through the check-off system, it shall be the responsibility of that employee to complete a new stop-order as provided in subclause (3) and upon receipt of that new stop-order the new employer shall comply with the terms of subclauses (4), (5) and (6) relating to deductions and acquittal.

- (9) An employer shall cease to make deductions in terms of subclause (4):-
- (a) after the eighth day period following the receipt by the employer of a duly witnessed order signed by the employee cancelling the stop-order unless such cancelling order is revoked before the end of the eighth pay period.
 - (b) not later than two pay periods following the receipt by the employer of a written notification by the trade union that the employee has been expelled by the trade union.

Availability of agreement

13. Every employer shall make available in a place easily accessible to all persons in his employment, a copy of this agreement and all amendments thereto.

Official notices and notice board

14. (1) Where an employer provides at an establishment, a notice board, it shall be of reasonable size, being not less than one square metre, and be located in a conspicuous place easily accessible to all persons in his employment at that place. Such notice board shall show the employer's name and be so constructed and secured, protected and if necessary illuminated, as to ensure the safe keeping and legibility of notices placed thereon.
- (2) The aforesaid notice board shall be deemed to be an official notice board and all notices placed thereon by the employer or by the workers' committee relating to conditions of employment, labour relations, instructions, company rules and other information affecting employees in their employment, or placed thereon at the request of council, shall constitute official and sufficient notification to the employees at that establishment by the employer, the workers' committee, and council, as the case may be, of such matters
- (3) Where a notice board as aforesaid exists, the employer shall display and keep up to date on that notice board, a notice showing in respect of that establishment-
- (a) the number of ordinary working hours per week;
 - (b) the normal daily times of starting and finishing work for the various categories of employees at that establishment;
 - (c) the details of any annual shut-down;
 - (d) the industrial holidays prescribed in clause 31;

An employer shall comply with any request made by, or on behalf of the workers' committee and council whereby a notice is required to be displayed on the notice board.

(4) No person shall, without lawful cause alter, deface or move or cause to be altered, defaced or moved, the copy of the agreement referred to in clause 13, or any notice which has been placed by the employer or the workers' committee on the aforesaid notice board except on the instructions of the employer when carrying out his responsibilities in terms of this clause.

(5) Wherever construction operations are being carried on by an employer, he shall display and maintain, in a conspicuous place on that construction site, accessible to the public, a sign-board, of a size at least one square metre, showing his name, business address and National Employment Council registration number with conspicuous lettering.

PART III

CONDITIONS OF EMPLOYMENT

Employees bound by parallel agreements

15. It is a prime condition of employment that all employees in the industry, shall be bound by current benefit agreements, particularly those relating to pension and medical funds and shall contribute thereto if so required by such agreements.

Protection of employment

16. (1) An employer shall not give out, and an employee shall not perform work except upon an hourly paid or shift basis and in conformity with all the terms of this agreement
- (2) Contracts of employment to do work for which a minimum hourly rate is laid down in this agreement shall be entered into on an hourly basis, and for every incomplete hour worked by an employee, his employer shall pay a proportion of the employee's current hourly rate of wages to the nearest quarter of an hour for the time actually worked.
- (3) No employee shall carry out or perform work in the construction industry as defined in this agreement for any person other than a registered employer
- (4) No employer shall employ a person to carry out or perform work in the construction industry as defined in this agreement other than an enrolled employee.
- (5) An employee, whilst in the service of an employer engaged in the construction industry, shall not undertake, for his own account, any class of work falling within the definition of construction industry:

Provided that this subclause shall not apply to an employee carrying out work on any existing residential premises owned by him.

- (6) (i) All employers in the construction industry shall not 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 disability.
- (ii) Every employee shall have the right to be a member of a trade union and workers committee and engage in lawful activities of such a trade union and workers committee
- (iii) Every employee shall have the right to fair labour standards and democracy at the workplace and no person shall hinder, obstruct or prevent an employee from taking any lawful action for advancing or protecting his rights or interests.
- (iv) No employer shall engage in unfair labour practices which are outlined in section 8 of the Labour Act Chapter 28:01.

Employment agreement forms

17. An employer shall, in writing inform every employee upon engagement of the nature of his contract, including:-
- (a) his grade

- (b) his rate of pay and when it will be paid;
- (c) any provision for accommodation;
- (d) Duration of contract and the period of notice required to terminate the agreement of employment;
- (e) the hours of work;
- (f) the details of any bonus or incentive production scheme in operation;
- (g) the nature and duration of any fixed annual shut-down;
- (h) the provision for benefits during sickness or pregnancy;
- (i) vacation leave;
- (j) his obligation to abide by the code of conduct in Annexure II and
- (k) the terms of probation, if any

and shall use the official employment agreement form approved by the Ministry and by council and set out in Annexure 12 of this agreement.

Hours of work and day-off

18. (1) The provisions of this clause shall not apply to guards and watchmen.
- (2) Subject to any exemption granted under clause 5 and to the terms of clause 20 relating to shift-work, the ordinary hours of work for all employees shall not exceed forty-four hours per week which shall be worked between the hours of 7a.m. and 5p.m. Of these hours, nine shall be worked each day on a Monday, Tuesday, Wednesday and Thursday and eight shall be worked on a Friday.
- (3) All employees shall be allowed a fifteen minute break about mid-morning each day with pay, and also a mid-day break of a minimum of thirty minutes without pay.
- (4) An employer shall not require an employee to work more than twelve hours in any period of twenty four hours, nor for more than seventy-two hours in any period of seven days.
- (5) An employee shall not be required to work for a continuous period of more than four hours without being given a break of fifteen minutes, without the loss of pay.
- (6) Every employee shall receive at least one day off duty each week.
- (7) An employee shall not be required to work on his day-off, except in cases of emergency work, and no employee shall be permitted to work on his day-off in successive weeks

Overtime

19. (1) The provision of this clause shall not apply to guards and watchmen.
- (2) "Overtime" means any work done in excess of the total hours per week set out in subclause (2) of clause 18

(3) The working of overtime shall be by mutual agreement between the employer and the particular employee affected, except-

- (a) in the case of emergency work; or
- (b) on essential services; or
- (c) as provided in clause (5) of clause 20: or
- (d) in any other abnormal circumstances which shall be notified to council within twenty-four hours;

when the employer may require, and the employee shall work such overtime as may be necessary.

(4) An employer shall pay an employee on the following basis for overtime worked-

- (a) at the employee's current hourly rate plus one half of the current hourly rate in respect of all hours in any period from Monday to Friday exceeding forty-five hours and not exceeding sixty-hours;
- (b) for each hour or portion of an hour worked between midnight on Friday and 7:30am on Sunday at the employee's current hourly rate plus one half of the current hourly rate; whether or not the employee has completed 44 hours within that week.
- (c) each hour or portion of an hour worked between 7:30am on Sunday and 7:30am on Monday shall be paid at the employee's current hourly rate plus the current hourly rate.

Shift-work

20. (1) The provisions of subclauses (3), (4) and (5) of clause 18 shall not apply to shift workers, who for the purposes of this clause shall not include guards and watchmen.

(2) An employer may require any or all of his employees on a contract site to change his or their hours of work to those of a shift worker.

(3) If an employer requires an employee to change his hours of work to that of a shift worker, the employer shall give the employee concerned at least five working days' notice prior to such change and inform him as to the date of the change as well as the hours and shifts that will be worked by him. The employee shall conform to the terms of such notice, on the date of change.

(4) the ordinary hours of work for shift workers shall not exceed forty-four hours per week, and the ordinary hours of work per shift for a shift worker shall not exceed;

- (a) nine hours, where two shifts in a period of twenty-four hours are operated, and such shifts shall be worked as five consecutive shifts;
- (b) eight hours, where three shifts in a period of twenty-four hours are operated, and such shifts shall be worked as five consecutive shifts.

(5) Notwithstanding the provisions of subclauses (6) and (7) of clause 18, an employer may require, and an employee shall work such overtime as is laid down in accordance with the contract site shift roster, and the employee shall be paid for such overtime worked in accordance with clause 19.

(6) A shift worker whose total hours of work does not exceed ten hours per shift shall be granted a break of at least ten minutes duration approximately midway through the shift and the employee shall be paid for such a break.

(7) A shift worker whose total hours of work exceeds ten hours per shift shall be granted two breaks each of at least ten minutes duration, the first such break shall be taken approximately a third of the way through the shift and the second break approximately two thirds of the way through the shift, and the employee shall be paid for such breaks.

Provided that where due to the nature of the work the employee is carrying out, the breaks as provided in this subclause and subclause (6) cannot be taken at the times prescribed; they shall be taken either before or as soon as possible thereafter.

(8) The employer shall provide the services of an employee to prepare tea during the prescribed ten-minute break.

(9) An employer shall not require an employee to work two shifts in any period of twenty-four hours except;

(a) in the case of emergency work; and

(b) for the purpose of changing shifts when at least eight hours shall have elapsed since the completion of the employee's previous shift.

(10) A shift worker who is required to work two shifts in a period of twenty-four hours for the purpose of changing shifts shall not be entitled to payment of overtime for the ordinary hours worked during such shifts.

(11) A shift worker shall not be kept on night shift for a continuous period of more than four weeks without his consent.

Safety and protective clothing and appliances

21. (i) Every employer shall supply, free of charge, to each of his employees suitable safety and protective clothing and appliances appropriate to the trade or occupation of the employee concerned. Such safety and protective clothing and appliances shall be in accordance with the Schedule in Annexure 4 to this agreement. All construction-site workers shall be provided with hard hats by their employers, free of charge.

(2) An employee shall, at all times, while at work wear or use any safety and/or protective clothing or appliances supplied to him in terms of this agreement, and failure to do so shall absolve his employer from any legal liability arising from any incident or injury attributable to such failure.

(3) The safety and protective clothing and appliance shall remain the property of the employer but the care and maintenance thereof shall be the responsibility of the employee who shall return all such items in a clean and serviceable condition, fair wear expected.

Working clothing

22. (1) Employees engaged in the trades and occupations listed in Annexure 1 and 2 to this agreement, except those defined as clerical workers, shall be entitled, upon successful completion of their probationary periods, to receive from their employer, free of charge, a set of overalls of the boiler-suit, worksuit or dustcoat types, for use by them whilst at work. The care and maintenance of such working clothing shall be the responsibility of the employee who shall be entitled to a replacement issue not more than once in each elapsed six month

period. The employer shall provide a standard 750g bar of soap per month whether tangible bar or the value equivalent to the cost of the bar for laundering working clothing.

(2) Upon termination of employment for whatever reason, the employee referred to in subclause (1) shall return to the employer the said overalls in a clean and serviceable condition, fair wear expected. Failing such return, the employee shall have deducted from his final payment the cost of the said overalls at the time of issue.

Health and safety

23. (1) Every employer shall establish a health and safety committee consisting of two employer representatives and two employee representatives, and that committee shall elect one of its members as chairman:

Provided that where a works council exists, it shall appoint the health and safety committee from amongst its members.

(2) The health and safety committee shall apply and administer within the establishment the industry's occupational health and safety policy as determined by council from time to time.

(3) The council shall appoint safety officers from amongst its designated agents to assist in giving effect to the industry's occupational health and safety policy. Such safety officers shall have the powers of entry and inspection of designated agents for the purpose of discharging their functions.

Site shelter and other facilities for employees

24. (1) On every construction site where construction work (except jobbing) is being undertaken, the following facilities shall, unless impracticable, be provided for use by employees-

- (a) a lock-up;
- (b) weather proof shelters suitable and adequate for employees to shelter from inclement weather;

(2) On every construction site, where construction work (except jobbing) is being undertaken, the employer shall provide:

- (a) insurance for tools, stored in the lock up referred to in paragraph (1)
- (b) tea and the services of an employee to prepare tea for the morning break
- (c) separate toilets with showers and washing basins shall be provided for female employees
- (d) mirrors shall be fitted in ladies change rooms

Lunch

24(2)(e) Sadza and vegetables shall be provided during the lunch period as the minimum standard.

Skilled workers' tools

25. (1) A skilled worker undertaking construction industry type work shall provide for his own use such tools as are prescribed in Annexure 5 of this agreement for his particular trade. Any such skilled worker, providing and maintaining in good order and condition at all times the tools applicable to the following trades shall be paid by his employer a tool allowance in accordance with the following-
- (a) asphaltting, glazing, painting and decorating, wood working-machining, architectural metal work-as prescribed from time to time;
 - (b) bricklaying, masonry and stone work, plastering, terrazzo and mosaic wall and for floor tiling-as prescribed from time to time
 - (c) carpentry, carpentry/joinery, wood-working, joinery, shop-fitting, electrical installation, plumbing-as prescribed from time to time
 - (d) other designated or approved trades, at rates to be prescribed by the council
- (2) A skilled worker undertaking extraneous industry type work domestically for an employer in the construction industry, shall provide tools for his own use according to the agreed practice in the relevant extraneous industry, or in accordance with Annexure 5 if applicable.

Watchmen

- 26(a) Watchmen are equivalent to Worker Grade three (WG 3)
- (b) The hours of work for watchmen are 44 hours per week.

Code of conduct and grievance procedure

- 27A. (1) The code of conduct and grievance procedure set out in Annexure 11 shall be observed by all employers and employees:

Provided that, if necessary, an employer may, with the approval of council, adapt or simplify the code in detail but not in principle to suit the circumstances of his particular establishment.

- (2) All disciplinary cases and discharges shall be dealt with in accordance with the code, and in any such instances which are not covered by the code, these shall be dealt with having due regard for the spirit and intention of the code.

Termination of employment, and time and task contracts

- B. (i) A contract that does not specify its duration or date of termination other than a contract for the performance of a specific service, shall be deemed to be a contract without limit of time.
- (ii) an employee shall be entitled to wages and benefits due to him up to the time of dismissal, termination, resignation, incapacitation or death, including benefits with respect to any outstanding vacation, leave pay, notice period and pension.
 - (iii) the employer shall pay benefits to such person or his estate, as the case may be, as soon as practically possible.

- (iv) the wages and salaries shall not form part of retrenchment package which an employee is entitled in case he is retrenched.

28. (1) Except as provided in subclause (8), an equal period of notice to terminate any contract of employment shall be given by the employer and the employee parties thereto

(2) Since all contracts of employment in the construction industry which are subject to this agreement are based on hourly rates of pay, the minimum periods of notice in respect of an employee in continuous employment shall be

- (a) twenty-four hours in the case of a contract of less than three months;
- (b) two weeks in the case of a contract exceeding three months but less than six months;
- (c) twenty-two working days, when the period of employment exceeds six months but is less than one year;
- (d) two months in the case of a contract exceeding one year but not exceeding two years;
- (e) three months in the case of a contract without limit of time or a contract exceeding two years

(3) Except in the circumstances of paragraph (a) of subclause (2), no employer shall give notice of termination of contract whilst the employee is sick or disabled, and entitled to sick leave benefits in terms of clause 29.

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

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

(6) An employer may discharge his obligations by paying an employee his full wage and allowances for and in place of the period of notice required to be given in terms of this clause:

Provided that if the employee is summarily dismissed in terms of this agreement, he shall be entitled on dismissal only to wages, leave and overtime payments and any other allowances and benefits due to him at the time of his dismissal.

(7) If an employee leaves his employment without giving notice or having given notice, fails to work that period of notice, the employer may deduct from any wages or leave due to that employee an amount equal to the wages he would have earned if he had worked the period of notice.

(8) Any contract of employment in respect of an employee engaged for:-

- (a) a time period, shall specify the starting and terminating dates of that period;
- (b) performance of a specific task, shall establish clear understanding by both parties as to the beginning and end of the performance of such task, or those points during the build-up or winding-down thereof, at which the contract of employment starts and terminates; and no further period of notice shall be required:

Provided that any earlier termination of contract of employment shall be subject to the terms of subclause (2)

(9) Subject to the provisions of paragraph (b) of subclause (2) of clause 29, where, owing to illness or accident, an employee is unable for a period exceeding ninety consecutive days to fulfill the conditions of the contract of employment, the employer shall be entitled to terminate the contract on due notice and in such event the employee shall be entitled to all the benefits provided for in this agreement and the contract up to date of termination.

(10) Nothing in this clause shall prevent an employer and an employee mutually agreeing to the termination of a contract of employment or to the waiving of notice if such agreement is in writing and signed by both parties at the time the employment is terminated.

(11) An employee engaged as a skilled worker, class 1, 2, 3 or 4, or as an approved class of worker shall be allowed to put his tools in order during the last half hour of the period of notice referred to in subclause (1).

(12) Any notice of termination of employment shall conform with the relevant terms of section 12 of the Labour Act Chap 28:01 with amendments.

PART IV

SICK AND VACATION LEAVE, INDUSTRIAL HOLIDAYS, SHUT-DOWN, MATERNITY LEAVE AND FUNERAL POLICY

Sick Leave

29(1) For the purpose of this clause:-

“medical certificate” means a written certificate issued to a person after a medical examination of that person by a medical practitioner which states-

- (a) whether or not that person is unfit for work; and
- (b) if so unfit, the period of incapacity;
- (c) whether or not the incapacity was self-inflicted;

“medical practitioner” means a person who is involved directly or indirectly with a patient for the diagnosis, amelioration or treatment of an ailment, and who is registered with the Health Professions Council, or any other person whom council may recognize as a practitioner for the purpose of this agreement, and shall include a State-registered nurse if no medical practitioner is available;

“sick leave” means paid leave received by an employee in accordance with the terms of this clause upon the production of a medical certificate, and shall not count as vacation leave;

“year” means three hundred and sixty-five days commencing on the date of the employee’s engagement with his current employer, or anniversaries thereof.

(2)(a) The sick leave entitlement in any one year for an employee who has been in employment with the same employer for any one year shall be up to three months on full pay and a further three months on half pay.

(b) After 90 days on full pay or after a total of 180 days’ sick leave, an employee may be granted accrued vacation leave instead of sick leave on half pay or without pay, respectively.

Provided that the employee's incapacity is not covered by the National Social Security Act [Chapter 17:04] or the State Service (Disability Benefits) Act [Chapter 16:05] or similar enactment providing compensation for such incapacity;

- (3) When an employee is unfit for work because of illness or accident which is not self-inflicted, and produces a medical certificate in confirmation, he shall receive sick leave and be entitled to all his benefits under this agreement for the period of his incapacity.
- (4) If an employee claims whilst at work that he is unfit because of illness or accident, not self-inflicted, the employer shall release the employee for examination by a medical practitioner. If on return to work the employee produces a medical certificate following that examination which confirms his claim, the provisions of subclause (3) shall apply;
- (5) Irrespective of the other provisions of this clause, an employer shall have the right for the purpose of a second opinion to require an employee to undergo another medical examination by a different medical practitioner to the one consulted in relation to subclause (3) or (4) provided that the employer shall pay the employee at his current hourly rate of wage for the time so spent and shall also pay all reasonable expenses connected therewith including the examination fee.
- (6) If, after exhausting the sick leave entitlement, an employee continues to absent himself from work for a period exceeding thirty consecutive days, the employer may terminate the contract of employment in terms of subclause (9) of clause 28;

Vacation leave and annual shut-down

30(1) Except for subclauses (2), (7), (10), (11) and (12) the provision of this clause shall not apply to guards and watchmen

(2) Leave accrued to an employee at the rate provided for in any previous agreements or regulations repealed by this agreement shall be credited to him at the date of Gazetting of this agreement, after which leave shall accumulate at the rate provided for in this agreement.

(3) For each completed month of service an employee shall accumulate paid vacation leave at the rate of one comma eight, three, three, three(1,8333) working days per month and any part of a month exceeding two weeks shall be regarded as a complete month. Excluding factory based employees and except for the provision in subclause (9) such accrued leave shall only be taken during annual shutdown, and leave taken at any other time shall be unpaid leave.

(4) Every employer, except for employers undertaking the manufacture of concrete products under factory based conditions, shall in respect of employees to whom this agreement applies, observe an annual shut-down in accordance with the provisions of this clause, and shall ensure that a notice to employees giving the starting and ending dates of the shut-down is placed on the notice-board, or otherwise communicated to his employees, not later than 31st August each year.

(5) The period of the annual shut-down shall be not less than that necessary to provide thirty consecutive days away including weekends and public holidays that is to say twenty-two working days off work to the employees concerned over the Christmas and New Year period, and any vacation leave accrued by an employee in excess of the twenty-two working days shall be paid as cash in lieu of leave. To provide uniformity of the annual shut-down, the starting date of the shut-down shall be determined and announced by council to all employers not later than the 31st August of each year.

(6) Every employee, except for employees undertaking the manufacture of concrete products under factory based conditions, shall take his vacation leave and go on leave for the entire period of the shut-down. If his accrued leave is insufficient to cover the period of the shut-down, he shall be given unpaid leave for the balance of such period.

(7) Before proceeding on leave an employee shall receive the leave pay due to him at his current hourly or shift rate of wage, as appropriate, for his accrued leave.

(8) For the purpose of calculating the cash equivalent of leave accrued after registration of this agreement, each completed month of service as defined in subclause (3) shall be multiplied by one comma eight three, three, three (1,8333), the product being multiplied by eight, comma eight (8,8) (being average daily hours of work) and this result shall be multiplied by the employee's current hourly rate of pay:

(Example: An employee who has worked for eight months and three weeks before the shut-down –

$$9 \times 1,8333 = 16,5 \times 8,8 = 145,2 \times \text{current hourly rate of wage} = \text{leave pay due}$$

(9) Where the Government of Zimbabwe, or an agency thereof, or a client who provides essential services, or other circumstances approved by the exemptions committee, require an employer to work during the annual shut-down or part thereof, he shall permit an employee affected thereby to take the leave which was due to him at some other mutually agreed time. Alternatively, the employee may, with the consent of the employer, elect to be paid the cash equivalent of such leave or a portion thereof in addition to his current wage in place of proceeding on leave.

(10) Every employee whose employment is terminated by himself or his employer for any reason whatsoever, shall be entitled to be paid the cash equivalent of any accrued leave at the date of termination of employment, less any deduction permitted in terms of clause 28.

(11) A guard or watchman shall accumulate leave at the rate of one comma eight three three three for each completed month of service, and any part of a month exceeding two weeks shall count as a completed month. The cash equivalent of such leave shall be each completed month's service multiplied by one comma eight three, three, three and then by the employee's current rate of shift-pay.

(12) Unless an employer requires a guard or watchman to take his accrued leave during the period of the annual shut-down, such employee shall be entitled to take his accrued leave at some other mutually agreed time; or to be paid the cash equivalent of such leave, or a portion thereof, in addition to his current wage in place of proceeding on leave.

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 instruction 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 grounds

Any request for leave on compassionate grounds shall be considered at the sole discretion of the employer

Industrial holidays

- 31(1) The provision of this clause shall not apply to guards and watchmen
- (2) All days declared or notified in terms of the Public Holidays and Prohibition of Business Act [Chapter 10:21] as public holidays shall be industrial holidays.
- (3) Subject to the provisions of subclause (4), every employee shall be granted leave of absence and shall be paid his current daily wage for every industrial holiday.
- (4) An employer may request, but shall not require, an employee to work on any industrial holiday, in which case he shall be paid his current hourly rate for all normal hours worked, in addition to the payment due in terms of subclause (3) (i.e. a total of treble normal pay).
- (5) An employee shall be paid for any hours worked on an industrial holiday outside normal hours of work at three times the current hourly rate.
- (6) If an employee is absent from work without the consent of his employer on the nearest working day preceding or following an industrial holiday, he shall forfeit all rights to payment for the industrial holiday, unless he produces a medical certificate stating that he was too ill to attend work on one or both of the days in question.

Voluntary Shut-down

- 32A. (1) Notwithstanding the provisions of clause 18, an employer may, after consultation with the particular workers' committee and for the purpose of extending time off only, decide to close his establishment or a particular contract site and/or section thereof-
- (a) on any working day or any portion of a working day; or
- (b) for periods not exceeding five working days in total, in any five week period if the majority of all the employees in that establishment or a particular contract site, and/or section thereof, as the case may be, have previously voted in favour of such closure as is provided for in subclause (6). The employer's decision shall be notified to employees by the placing of a notice on an appropriate notice board sufficiently in advance of the proposed shut down as to be compatible with the provisions of subclause (3)
- (2) Where an employer has decided to close an establishment or a particular contract site and/or section thereof, as the case may be, in terms of subclause (1), that decision shall be binding on all employees employed in that establishment or that particular contract site, and/or that particular section thereof as the case may be, and none of those employees shall be entitled to be paid wages during the period of closure, other than provided for in subclause (4)
- (3) Notwithstanding the provisions of clause 18 where an employer decides to close his establishment or a particular contract site and/or a particular section thereof, as the case may be, in terms of subclause (2), he may require the employees employed in that establishment, or that particular contract site and/or a particular section thereof, as the case may be, to work additional hours equal to the number of ordinary hours of work which those employees would have performed during the period of closure in such a manner that the extra time necessary to make up for the hours to be lost in one week during the closure shall be worked in over a period of not more than four weeks before the closure:

Provided that the additional hours worked shall not exceed-

- (a) one hour per day on any day from Monday to Friday inclusive; and/or
 - (b) ten hours on a Saturday; or
 - (c) a total of fifteen hours in any one week.
- (4) Notwithstanding the provisions of clause 19, for each additional hour worked by an employee in terms of subclause (3) of this section, the employer shall pay and the employee shall receive the employee's current hourly rate;
- (5) Where an employee who has worked additional hours as provided for in subclause (3), and whose service is terminated for any reason whatsoever prior to the closure in consideration of which the additional hours were worked, his employer shall pay and the employee shall accept, in respect of all such additional hours worked, not less than-
- (a) the employee's current hourly rate plus one half of his current hourly rate for such additional hours worked in respect of which the employee has not yet received payment;
 - (b) one half of his current hourly rate for all such hours for which the employee has already received payment in terms of subclause (3)
- (6) For the purpose of subclause (1) the employer shall arrange for votes to be taken by a show of hands by those workers who shall be affected by the proposed shut-down. Such voting shall be witnessed and the result shall be certified by the chairman or a representative of the workers' committee and the employer. Such certificate shall be retained by the employer for a period of six months, from the date of the vote.

Transfer of Undertaking

32. B. When an undertaking is transferred to another employer, the employment of workers shall be transferred to the transferee on terms and conditions which are not less favourable than those which applied immediately before transfer.

Death of Employer

32. C. A contract of employment between an employee and an employer shall not be terminated on death of employer but shall be valid until expiry period after which it would have been terminated had due notice of termination been given on the day on which the employer died.

Maternity Leave

33(1)(a) Maternity leave shall be 98 days on full pay and shall be granted to an employee who has served for at least one year with an employer. Female employees shall be granted maternity benefits in terms of section 18 of the labour Act [Chapter 28:01] with amendments. During her period of maternity leave, her normal benefits and entitlements shall continue uninterrupted.

- (2) Female employees shall proceed on maternity leave not earlier than the forty-fifth day and not later than the twenty-first day prior to the expected day of delivery.
- (3) Between the sixth and eighth months of pregnancy, female employees shall be entitled to be transferred to less strenuous work in the designated trades as defined in Annexure 1 and the graded work description in Annexure 2 of this Agreement e.g.

Painting - filing and sandpapering

Plastering – making good holes, sills, glazing, wall tiling and skimming, jointing etc

Carpentry – fitting locks and doors, indicator bolts and signs, door closers, towel racks, joinery etc

General Labouring – cleaning duties, stacking light materials

Funeral Policy

33 A The employer shall provide and pay for the funeral policy for all workers under the establishment. The funeral policy shall be wholly covered by the employer.

PART V

WAGES, DEDUCTIONS, EFFECTS OR RAIN-OFF, ALLOWANCES

Classification or grading

34.(1) Subject to clause (3) every employer shall for pay purposes, place an employee in a trade or occupation and class of skill or work or grade of work listed in schedule A of Annexure 1 or 2, as the case may be, or in such other trade, occupation or class or grade of work as may be approved by council, appropriate to his trade or occupation and qualification and shall pay him a wage which is not less than that prescribed in the agreement by council for that trade, occupation, class of skill, class or grade of work, and the employee shall not accept a wage amounting to less.

(2) Where an operation to be performed by an employee is not specified in Annexures 1 and 2:-

(a) the employer shall provisionally place the employee in a worker grade;

(b) the employer or employee shall notify the secretary to council; and

(c) the secretary of the council shall allocate an interim grade or classification of the operation, which shall be subject to ratification by the council at its next meeting:

provided that, if the interim allocation by the secretary or the final decision by the council places the employee in a grade or class-

(i) higher than the employee's current grade, he shall be paid not less than the minimum wage prescribed for such higher grade or class, with effect from the date of such allocation or decision whichever is the earlier; or

(ii) lower than the employee's current grade, the employer may reduce his wage to not less than the minimum wage prescribed for such lower grade, and if the employee refuses to accept the lower wage the employer may apply to a labour officer for an order or determination terminating the contract of employment, pending which the employee shall be paid the wage he was receiving in the provisional grade prior to the allocation by the secretary or the decision by council.

(3) An employee may be employed as a learner worker grade 2 to 4 for a period of not more than two months, and shall be paid a wage in the grade next lower to that wage applicable to the grade in which he is a learner.

Preservation of wage and employment in higher grade or class

35.(1) An employee who, at the date of registration of this agreement, is in receipt of a higher rate of pay for his particular occupation than the rate prescribed in terms of this clause shall not, by reason of this agreement, suffer any reduction in his wage.

(2) On promotion to a higher grade or class of skill or work an employee shall be paid not less than:-

(a) the wage which he last received prior to his promotion; or

(b) the minimum wage prescribed for his occupation in such grade or class of skill or work; whichever is the greater.

(3) An employee who was in contractual employment on the 1st July, 1986, and who either completes that contract or leaves that employment for whatsoever reason shall, if he is re-engaged by the same employer on subsequent contracts within sixty consecutive days of his last contract, be paid at an hourly rate which is not less than that which he last received from that employer

Wages and Allowances

36.(A) Transport Allowance

For the purposes of this clause, transport allowance shall mean the sum of money paid to an employee to use for transport to come to work from home to town or other central locality

Housing Allowance shall mean the sum of money paid to an employee for subsidising rented accommodation where the employee ordinarily resides in an urban locality.

36. (B) 1) Where contracts of employment relate to work for which a minimum hourly rate is prescribed in Schedule B of Annexure 1 or 2, as the case may be, of this agreement, for every incomplete hour worked by an employee, his employer shall pay a proportion of the employee's current hourly rate of wages to the nearest quarter of an hour for the time actually worked.

(2) Every employee in the Construction Industry shall be paid transport and housing allowances, which have been incorporated into the pay structure and gazetted by the Council from time to time.

(3) The minimum hourly rate of wages paid to employees engaged in the execution of the designated trades or classes of skill or work listed in Schedule A of Annexure 1 hereto; or in any other trade or class of work in the industry as may be approved by council and subsequently incorporated in that schedule, shall be the rate specified in Schedule B of the Annexure in the form of column 1 and column 2

(4) The minimum hourly rate of wage paid to employees in worker grades as specified in Schedule A of Annexure 2, shall be the rate specified in Schedule B of that Annexure.

(5) Employers who provide transport and accommodation to their workers shall pay using Column 2 of that Annexure

(6) For the purpose of calculating Pension & General Fund deductions, Leave Pay and Overtime, the Employer shall use the basic hourly rate as specified in Column 2 of the Schedule.

- (7) Having regard for the spirit and intention of the terms of subclause (2) of clause 2, the parties hereto have agreed that the rates referred to in subclauses (2) and (3) of this clause shall remain fixed until the 1st July or the 1st of January as the case may be:

Provided that any adjustments required by a Labour Relations (Specification of Minimum Wages) Notice shall be made during that period

- (5) If a control of incomes or a minimum wages law, or any other law other than a specification of minimum wages notice, imposes wage or salary increases which would have the effect of increasing rates of wage referred to in subclause (2) and (3) of this clause before the 1st July, the parties hereto undertake jointly to seek exemption for the construction industry from that law.

Payment of wages

37(1) An employer shall keep a time and wages record in a form acceptable to council, and shall pay to an employee any wages or other remuneration due in terms of this agreement, weekly not later than five working days after the end of the working week to which the wages or other remuneration relates:

Provided that, with the prior agreement of the employees concerned, he may make such payments at such other time as may be specified in such agreement in respect of a remote construction site or in other circumstances warranting such an arrangement.

- (2) When an employee's services are terminated, his employer shall pay him any wages or remuneration due in terms of this agreement not later than the working day following termination at the point of employment or termination, unless the services of such employee are terminated summarily, when payment shall be made within three working days of such termination of service.
- (3) An employer shall hand to an employee any payment made in terms of this agreement in a sealed envelope, together with the form, duly completed, prescribed in Annexure 3.
- (4) Notwithstanding the provisions of subclause (3), council may, on application by an employer, authorize such employer to use some other system approved by council of informing his employees of the make-up of their remuneration.

Deductions from wages

38. An employer shall not make any deductions from the amount payable to an employee in respect of wages or remuneration due in terms of this agreement, except-

- (a) such deductions as are prescribed in any other agreement relating to the construction industry and authorized by council, and as contributions to the general fund;
- (b) amounts which an employer is compelled by law or legal process to pay on behalf of an employee;
- (c) for monies due to a registered Trade Union in the form of a check off system
- (d) for goods purchased, services rendered, or money lent to an employee by his employer;

- (e) where an employee is absent without leave from work on days other than industrial holidays or vacation leave, a pro rata amount of wage only for the period of such absence;
- (f) amounts recovered for payments made in error or overpayment of wages;
- (g) upon the termination of employment of an employee the employer may deduct from any monies due by the employer to the employee the outstanding balance of any amount referred to in this clause

Effects on wages of rain-off and work stoppage

39. (1) If not having been notified to the contrary, an employee attends for work at the designated time and place, and is informed by his employer prior to commencing work, that no work is available that day because of unsuitable weather and/or unworkable site conditions, the employee shall be paid for three hours at his current hourly rate for his attendance.

For the second and subsequent days in the same working week, if not having been notified to the contrary, an employee attends for work at the designated time and place, and is informed by his employer prior to commencing work, that no work is available that day because of unsuitable weather and/or unworkable site conditions, the employee shall be paid for two hours at his current hourly rate for his attendance.

(2) If an employer notifies an employee not to attend for work the following day because of unsuitable weather and/or unworkable site conditions, the employee shall not be entitled to any wage until he has resumed work at the request of the employer.

(3) If an employee starts work and is subsequently instructed by his employer to stop work because of unsuitable weather and/or unworkable site conditions, the employee shall be paid for the period he has worked plus one additional hour's pay at his current hourly rate, provided that the total payment for that day does not exceed nine hours' pay where the day falls on a Monday, Tuesday, Wednesday or Thursday, and eight hours' pay where the day falls on a Friday.

(4) If an employee attends for work, and at the request of his employer, remains on call at the site and works intermittently during changing weather and/or site conditions, the employee shall be paid for hours he has worked and/or for the time when he was not working and remained on the work site at the employer's request, plus one additional hour's pay at his current hourly rate, provided that the total payment for that day does not exceed nine hours' pay where the day falls on a Monday, Tuesday, Wednesday or Thursday, and eight hours' pay where the day fall on a Friday.

(5) If an employer notifies an employee not to attend for work the following day, as no work will be available that day because of circumstances beyond the employer's control, the employee shall not be entitled to any wages until he has resumed work at the request of the employer.

(6) If, not having been notified to the contrary, the employee attends for work at the designated time and place and is informed by his employer prior to commencing work that no work is available that day because of circumstances beyond the employer's control, the employee shall be paid for two hours at his current hourly rate for his attendance.

(7) If an employee starts work and is subsequently informed by his employer that no further work is available because of circumstances beyond the employer's control, the employee shall be paid for the period he has worked plus one additional hour's pay at his current hourly rate, provided that the total payment for that day does not exceed nine hours'

pay, where the day falls on a Monday, Tuesday, Wednesday or Thursday and eight hours on a Friday.

(8) If the circumstances referred to in subclauses (2) and (5) prevail for more than one working day, the employer shall inform the employee accordingly, and on receipt of this information, the employee shall not be entitled to be paid any wages until he has resumed work at the request of his employer:

Provided that such request shall not be unreasonably delayed beyond the time when the circumstances which created the work stoppage no longer prevail.

(9) By mutual agreement with his employer an employee may make up any hours of work lost because of unsuitable weather and/or unworkable site conditions or circumstances beyond the employer's control, by working additional hours not exceeding those lost. Such make up time shall not be unreasonably withheld by the employer. Such agreement shall specify the times and place at which such additional hours may be worked, which shall be subject to the terms of subclauses (3), (4) and (5) of clause 18. Notwithstanding the terms of clause 19, such additional hours shall be paid for at the employee's current hourly rate.

Travelling and subsistence allowances

40.(1) For the purpose of this clause-

“band” means one of those five circular bands encompassed by the perimeters of six concentric circles whose centre is the designated post office, the innermost of such circles being sixteen kilometers from that post office, the next circle being twenty-five kilometers from the post office and the remaining four circles being thirty, thirty-five, forty and forty-five kilometers respectively from the post office, that is to say there shall be an inner or first band nine kilometers wide surrounded by four outer bands which are five kilometers wide, and which shall be known as band 1, 2, 3, 4 and 5 respectively;

“distance allowance” means the sum of money obtained (as shown in the table below) by multiplying the number of band in which the site is situated by a factor of 6,5 and thereafter multiplying that product by the current maximum permissible rural bus fare per passenger-kilometre as prescribed from time to time under the Road Motor Transport Act [Chapter 13:10] or under the Emergency Powers (Control of Goods and Services) Regulations, 1979, or as published from time to time by the Controller of Road Motor transportation:

TABLE OF DISTANCE ALLOWANCES

(R = maximum permissible rural bus fare notified in terms of subclause (8):

Radius of site from PO	Applicable band number	Calculation	Distance allowance
0 – 16km			
16-25km	1	1 x 6.5 x R =	Payment for site in band 1
25-30km	2	2 x 6.5 x R =	Payment for site in band 2
30-35km	3	3 x 6.5 x R =	Payment for site in band 3
35-40km	4	4 x 6.5 x R =	Payment for site in band 4
40-45km	5	5 x 6.5 x R =	Payment for site in band 5

“fixed place of work ” means the employee's permanent premises, branch premises or factory, workshop and works-yard, store and stores-yard, brick or other materials manufacturing or excavation place where an employee works regularly:-

- (a) that post office designated by the employer in relation to a site from the list of post offices in Annexure 9; or
- (b) if there is no suitable post office listed in Annexure 9, that police station designated by the employer in relation to a site in one of the localities in the list of localities in Annexure 9; or
- (c) any other post office, approved by the committee referred to in subclause (7) for designation by the employer in relation to a site'

“relocation allowance” means a sum of money paid to an employee for uprooting him and his effects from his current location of employment, and time spent in travelling, by the employee, in order to move and establish himself at another site, and at the expiration of the period of employment there, for uprooting him and his effects from the site and time spent travelling by the employee in order to move to, and establish himself at the previous location of employment, or such other location as may be mutually agreed between the employer and employee'

“site” means the place where an employer is rendering or is about to render those works and services of the construction industry for which he has contracted or otherwise undertaken to provide.

- (2) The provision of this clause shall not:-
 - (a) apply to an employee who is engaged to work regularly at a fixed place of work as defined in this clause, or to a driver of a vehicle operating there from;
 - (b) preclude or be held to preclude an employer from recruiting and engaging employees locally at the site, to whom the provisions of subclauses (4), (5) and (6) shall not apply while they are engaged to work at that site.
- (3) In respect of a site within a sixteen kilometre distance in radius from the post office, no allowance shall be due to any employee under the terms of this agreement for cost or time involved in travelling to and from that site, and no obligation shall fall upon the employer to provide transport or any other assistance to employees travelling to and from such site:

Provided that, where the employer allocates transport which plies to and from that site, which will enable the employee to arrive and depart from the site, at the times for work specified in his contract of employment, the employer may, for convenience and without any ensuing obligation or liability whatsoever in respect of the continuity or provision of such transport facility, allow an employee to travel on such transport at no cost to the employee.

- (4) In respect of a site which is more than sixteen kilometers but not more than forty-five kilometre distance from the post office, an employer shall have the option of either:-
 - (a) paying for each shift or working day to an employee who arrives at and departs from the site at the times for work specified in his contract of employment, the distance allowance relative to the band in which the site is situated; or
 - (b) transporting an employee from the post office, or some other central locality, to and from the site so as to enable the employee to arrive at and depart from the site at times for work specified in his contract of employment:

provided that there shall be no cost to the employee and no obligation or liability whatsoever upon the employer in respect of the continuity of such transport facility

or in respect of the payment of the distance allowance prescribed in paragraph (a) of this subclause; or

- (c) where an employer requires an employee to work at the site for a period of less than four working weeks he may require the employee to establish himself on a temporary basis at the site, in which case the employer shall either provide the employee with free single temporary accommodation there, or enter into an agreement with the employee whereby he provides his own temporary accommodation:

provided that every employee to whom this paragraph applies shall be entitled

- (i) to be transported to the site together with his reasonable personal effects by the employer from the employer's permanent premises, or post office or other central locality and return thereto, at the expiration of the period of employment, and be paid his current hourly rate for the time spent in travelling;
- (ii) after he is established at the site, to receive the return cost of travel by normal public transport between the site and the post office or some other central locality not less than once in a period of four working weeks, or, alternatively, to be physically so transported at the employer's expense.
- (iii) to be paid a subsistence allowance as prescribed from time to time per day for the full number of working days he is established at the site;
- (iv) if he has provided his own temporary accommodation, to receive in addition to the foregoing an accommodation allowance as prescribed from time to time per day for the full number of working days he so accommodates himself, and he shall not subsequently seek accommodation from his employer; or

- (d) where an employer requires an employee to work at the site for a period of more than four working weeks, he may require the employee to establish himself at the site, which shall then be deemed to be the point of engagement and shall be recorded as such, and the following provisions shall apply:-

- (i) at the outset of the arrangement, the employee shall be entitled, if he then so requires, to have himself, his family and effects transported free to the site by his employer from the employer's permanent premises, or post office or central locality, and the employee shall be paid his current hourly rate for the time spent in so travelling;
- (ii) if municipal or other accommodation is not available for rental by the employee, the employer shall provide to the employee accommodation at a rental which shall be established before the employee is moved to the site; or
- (iii) as an alternative to the provision of accommodation as prescribed in subparagraph (ii), the employer may enter into an agreement with the employee whereby he provides his own accommodation and is paid an accommodation allowance as prescribed from time to time per day for the full number of working days he so accommodates himself, and he shall not subsequently seek accommodation from his employer;
- (iv) at the expiration of the period of employment at the site, the employee and his effects, and if applicable, his family shall be transported free by the employer to the employer's permanent premises or post office or other central locality, and the employee shall be paid his current hourly rate for the time spent in so travelling

(5) In respect of a site which is more than forty-five kilometers distance in radius from the post office where an employer requires an employee to work for a period less than four working weeks, he shall require the employee to establish himself on a temporary basis, at the site, and shall either provide the employee with single temporary accommodation at the site, free of charge, or enter into an agreement with the employee whereby the employee provides his own temporary accommodation:

Provided that every employee to whom this subclause applies shall be entitled:-

- (i) to be transported free together with his reasonable personal effects by the employer from the employer's permanent premises, or post office or other central locality, to the site and return therefrom at the expiration of the period of employment, and be paid the equivalent of two working days' pay at his current hourly rate as a relocation allowance;
- (ii) after he is established at the site, to receive the return cost of travel by the normal public transport between the site and the post office or some other central locality not less than once in the period of four working weeks, or, alternatively, to be physically so transported at the employer's expense;
- (iii) to be paid a subsistence allowance as prescribed from time to time per day for the full number of working days he is established at the site;
- (v) if he has provided his own temporary accommodation, to receive in addition to the foregoing an accommodation allowance as prescribed from time to time per day for the full number of working days he so accommodates himself, and he shall not subsequently seek accommodation from his employer.

(6) In respect of a site which is more than forty-five kilometers distance in radius from the post office where an employer requires an employee to work for a period of more than four working weeks, he shall require the employee to establish himself at the site, which shall be deemed to be the point of engagement and shall be recorded as such, and the following provisions shall apply:-

- (a) at the outset of the arrangement the employee shall be entitled, if he then so requires, to have himself, his family and effects transported free to the site by his employer;
- (b) if municipal or other accommodation is not available for rental by the employee, the employer shall provide to the employee accommodation at a rental which shall be established before the employee is moved to the site; or
- (c) as an alternative to the provision of accommodation as prescribed in paragraph (b), the employer may enter into an agreement with the employee whereby he provides his own accommodation and is paid an accommodation allowance as prescribed from time to time per day for the full number of working days he so accommodates himself, and he shall not subsequently seek accommodation from his employer;
- (d) after the employee has established himself at the site, in terms of this subclause, he shall be paid the equivalent of five working days' pay at his current hourly rate as a relocation allowance;
- (e) at the expiration of the period of employment at the site, the employee and his effects, and if applicable his family shall be transported free by the employer to the employer's permanent premises or post office or other central locality.

(7) The council shall, in terms of clause 4, appoint a committee equally representative of employers and employees whose function, notwithstanding the provisions of clause 5, shall be to grant-

- (a) conditionally or otherwise any application for exemption from the provisions of this clause;
- (b) approval for the designation in relation to a site of a post office not listed in Annexure 9, or of a police station if there is no post office;

and the size of the committee, its procedures, terms and conditions and the appointment of its chairman shall be determined by council.

- (8) The secretary shall maintain an up-to-date record of the distance allowance and shall notify all employers and the trade union if there has been a change in the distance allowance at the date of registration of this agreement and of the details of any subsequent change in the prevailing distance allowance and of the number and date of the statutory instrument in which such change has been prescribed, or of the date of any announcement of such change.

PART VI

WORKERS COMMITTEES AND WORKS COUNCIL

Workers Committees

41.(1) Every establishment which does not have a workers committee shall be obliged, if its employees so desire, to afford the employees reasonable facilities and opportunities for meeting and communicating with each other, a labour officer and/or trade union representative for the purpose of forming a steering committee with the objective of creating a workers committee. For this purpose the employer concerned shall supply the steering committee with the names, occupations, grades or class of skill of his employees.

- (2) A workers committee shall be formed and shall conduct its affairs and proceedings in accordance with the provisions of Annexure 10 but shall do nothing, which is inconsistent with the provisions of this agreement.
- (3) If a trade union is registered to represent interests of not less than fifty percent 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.
- (4) A workers committee shall, for the purpose of its meetings, be provided by the employer concerned with an adequate room and furniture at his establishment
- (5) Meetings shall be held outside working hours unless the employer gives his consent for a meeting within working hours. Members of the workers committee who require to investigate matters falling within their jurisdiction, shall, on application be allowed reasonable time off to do so.

Works Council

42(1) Where in an establishment, a workers committee representing employees other than managerial employees exists, the employer shall set up a works council which shall be the forum in which the workers the workers committee shall make its representations to and conduct negotiations with the employer.

- (2) The functions and duties of the works council shall be :-

- (a) to provide and maintain an exchange of information and ideas, and to establish co-operation and understanding between the establishment and the employees, with a view to reducing problem areas and to preventing misunderstandings;
- (b) to assist employees in gaining a greater understanding of the establishment's activities in order to foster an appreciation of the establishment's aims and objectives;
- (c) to gain co-operation of employees in the understanding and implementation of the employer's policies in respect of the use of manpower, equipment and other resources so that the employer's objectives in terms of standards and production are attained;
- (d) to promote employment security, general work satisfaction and job enrichment, safety and health;
- (e) to foster and maintain good relations between employees at all levels, and to understand and seek solutions to their common problems;
- (f) to promote the general and common interest and welfare of both the establishment and its employees and to this end to assist management in attaining its objectives;
- (g) generally to secure the mutual co-operation and trust of employees, employer and the trade unions in the interests of industrial peace, improved working conditions, greater efficiency and increased productivity.

(3) The areas of discussion of a works council in so far as each establishment and this agreement are concerned shall be confined to the following

- (a) improvement of working conditions;
- (b) procedures for dealing with grievances;
- (c) promotion of occupational health and safety measures, and their enforcement;
- (d) all matters pertaining to employees' welfare within the establishment, where such matters are not covered by this agreement;
- (e) methods of increasing efficiency, productivity and improving quality;
- (f) the means of avoiding wastage of manpower, raw materials and equipment;
- (g) general discipline and conduct:

Provided that any specific cases of misconduct shall be dealt with in accordance with normal practice in the establishment, and shall therefore not be subject to discussion by the works council;

- (h) other matters having the objective of improving relations between the establishment and workers:

Provided that such matters-

- i) do not infringe upon, impede, in any way, the rights of the employer to manage his own business, as he deems fit;
- ii) are not covered by any current industrial agreements.

- (4) The works council shall be constituted in accordance with the following:
- a) it shall consist of not less than two nor more than five worker representatives, to be known as “elected members”, who shall be nominated by the workers committee from amongst their number, and a chairman and not less than one nor more than four employer representatives, to be known as “appointed members”, who shall be nominated by the employer:
- provided that there shall be an equality of voting power at each meeting of the works council, which shall be obtained by increasing or decreasing the number of elected members or appointed members as the case may be;
- b) the period of office of elected members shall be eighteen months and of appointed members for the period of their nomination, and members shall be eligible for further periods of office
- (5) Meetings and the business of the works council shall be conducted in accordance with the following:-
- (a) it shall meet as required during normal working hours for the proper discharge of its functions;
- (b) items for the agenda shall be submitted in writing to the chairman at least five working days before the meeting, and the chairman shall prepare the agenda and perform such other duties as, by usage and custom, pertain to that office:
- Provided that a meeting may be held at any time to deal with matters of urgency;
- (c) minutes of meetings shall be distributed to all works council members, and shall be displayed on establishment notice boards not later than seven working days after each works council meeting;
- (d) the quorum of meetings shall be two elected members and two appointed members. If within fifteen minutes of the time fixed for any meeting a quorum is not present, the meeting shall stand adjourned for five working days to the same time and place and if, at such adjourned meeting, a quorum is not present, council shall be informed of the reasons for the meeting not being held:
- Provided that if the day to which a meeting is adjourned is an industrial holiday, the meeting shall stand adjourned to the next working day following the industrial holiday;
- (e) the attendance at meetings shall be restricted to elected members and appointed members:
- Provided that the works council shall have the power to co-opt additional members in an advisory and non-working capacity of specific items;
- (f) decisions or recommendations shall only be made by a majority of the elected members and of the appointed members voting in favour thereof.

PART VII

TRANSITIONAL ARRANGEMENTS

Adoption of current benefit agreements

43(1) For the purpose of this clause-

“employee” means, in relation to the

- (a) Medical fund, an employee as defined in Statutory Instrument 255 of 1992;
- (b) Pension fund, a person of the age of not less than sixteen years and not more than sixty years, employed in any of the designated or approved trades or worker grades for whom wages are prescribed in this agreement, subject, however, to paragraph (c) of subrule (1) of rule (4) of the fund set out in Statutory Instrument 239 of 1992;

“employer” shall have the meaning set out in clause 3 of the agreement

(2) The industrial agreements entitled “Construction Industry (Medical and Trust Fund)” and “Construction Industry (Pension Fund)”, promulgated in Statutory Instruments 255 and 239 of 1992, respectively, as amended and extended, are hereby adopted as interim measures pending further negotiations by the parties on this agreement, and are applied, *mutatis mutandis*, to the construction industry from the date of registration of this agreement. The aforesaid two agreements shall be deemed to be and shall be known as current benefit agreements for the purpose of this agreement.

(3) Notwithstanding the dates of their expiry, the current benefit agreements referred to in subclause (2) are hereby preserved and shall continue in operation under this agreement and shall have force and effect in respect of the construction industry from the date of the registration of this agreement until such time as they are replaced by council. The terms of the current benefit agreements shall, *mutatis mutandis*, be binding on employers and employees in the construction industry as if they were part of this agreement.

(4) The provisions of this clause shall be without prejudice to, and shall not in any way whatsoever affect, any negotiations or lawful acts by either the parties of this agreement or other properly authorised persons in respect of the assets, property and liabilities of the funds operated under the current benefit agreement.

PART VIII

CONCLUSION

Penalties

44(1) Attention is drawn to subsection (3) of Section 82 of the Labour Act [Chapter 28:01], which reads -“(3) Any person who fails to comply with the provisions of 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 one year or to both such fine and such imprisonment.”

Declaration

The employers’ organisation and the trade union, having arrived at the agreement set forth herein, the undersigned officers hereby declare that the foregoing is the agreement arrived at and affix their signatures

Dated at Harare this 3rd day of August 2012.

CHAIRPERSON
C. Kabasa

DEPUTY CHAIRPERSON
M.N. Mazarura

CIFOZ PRESIDENT
P. Chiyangwa

ZBCA PRESIDENT
O. Chidawu

GENERAL SECRETARY
T. Dzokamushure

ANNEXURE 1

DESIGNATED TRADES (CLAUSE 36)

SCHEDULE A

TRADES AND APPROVED CLASSES OF WORK

Architectural-metal work
Automobile electricians' work
Bricklaying
Building electrical installations wiring
Carpentry
Carpentry / joinery
Diesel plant fitting
Fitting (including machining)
Floor laying
Glazing
Joinery
Mastic asphaltting
Masonry and stone work
Motor mechanics work (including diesel and tractor mechanic)
Painting and decorating
Plastering
Plumbing/drain laying
Rigging
Shop fitting
Terrazzo and mosaic, wall and floor tiling
Turning (including machining)
Welding
Woodwork machining

SCHEDULE B

MINIMUM HOURLY RATES OF WAGE APPLICABLE FOR SCHEDULE 1 TRADES AND CLASSES OF WORK EFFECTIVE FROM 15 OCTOBER 2011

Classification	Minimum Hourly Rate Inc Allowances	Basic Hourly Wage
Skilled worker Class 1	\$2.53	
Skilled worker Class 2	\$2.34	
Skilled worker Class 3	\$2.18	
Skilled worker Class 4	\$2.00	
Worker Lawfully Exempted to perform work Specified for a skilled worker.....	\$2.00	
Building Electrical Installation Wireman.....	\$2.18	
Floor layer	\$2.18	

Note:- “Chargehand” means an employee who is appointed from skilled worker classes to act as such for the time being by his employer to-

- (a) function in a supervisory capacity either in addition to or in the place of his usual work;
- (b) give out work to other employees over whom he is placed in charge;
- (c) maintain efficiency, productivity and discipline amongst such employees; and who shall be paid his current rate of wages plus not less than twelve and one-half (12 ½) per centum thereof as a responsibility allowance for so long as he discharges these additional functions

ANNEXURE 2

GRADED WORK AND WAGES (CLAUSE 36)

SCHEDULE A

GRADED WORK DESCRIPTIONS

Worker Grade 1

All employees engaged in the construction industry, whose activities are not classified elsewhere in this agreement including-

- Assisting skilled and approved classes of workers in the execution of their duties
- Carrying and loading
- Cleaning
- Colour mixer: raw materials
- Concrete block machine operator (hand-operated)
- Digging
- Driver's assistant
- Filling and placing concrete and mortar
- Filler spun-pipe cases
- Finisher: moulded product
- General labouring
- Granule loader

Hand rubber down and polisher of terrazzo and artificial stone
Lorry loader and stacker
Mechanical workshop employees of less than two years' experience
Mixing such materials as mortar or concrete whether by hand or machine
Office cleaners
Office messengers
Operators of the following machines: floor tile machine, press-plate grinding machine, roof tile machine, spun-pipe moulder and liner, vertical-press pipe machine
Pallet-feeder (roof-tile machines etcetera)
Packing
Placing concrete, mortar or other materials into moulds or machines
Preparation of surfaces for plastering or other coating
Raking out brick joints
Ring-forming: butt and cage
Shoveling
Steaming-chambers labourer
Stripping moulds and mouldings and removing finished products from machines
Tea makers
Tiler-raker (in and out)
Unskilled factory worker

Worker Grade 2

Boiler attendants
Clerical work e.g. site clerk, storeman, checker, and wages clerk with lower than standard 6, (Grade 7) education and with less than three years experience
Compressor Attendants
Concrete mixer (operators of mixers up to and including 14/10 (0.4m) (input)
Crane operator (up to and including 2 000kg lifting capacity).
Crusher attendants
Dumper drivers (up to and including 1 500kg capacity)
Explosive handlers and tampers
Erectors of precast concrete or other components where the use of mortar or other materials for joining are not required
Operators of all drills, diamond drills, coring machines and the like
Operators of mechanically driven tools, machines and apparatus of a size or capacity used in construction, which is hand, held or guided and does not require a driver's licence
Operators of all drills, diamond drills, coring machines and the like
Operators of mechanically driven tools, machines and apparatus of a size or capacity used in construction, which is hand held, or guided and does not require a diver's licence
Operators of the following power-operated machines: concrete block machine, pre-stressing machine
Pile driving operatives-other than piling winches (up to and including 2 000kg lifting capacity).
Mechanical workshop employee of more than two years' experience
Motor cyclists
Shuttering scaffolding and hoist erectors and dismantlers operating under direct supervision
Steel reinforcing benders and fixers employed in cutting, bending to marks, jigs or stops and placing, assembling, binding and tying steel reinforcing materials and other metal works
Survey instruments operative's assistant
Water pump attendants
Winch or hoist operators, other than piling winches (up to and including 2 000kg lifting capacity)
Worker in charge of supervising workers in worker grade 1

Worker Grade 3

Clerical worker e.g. site clerk, storeman, checker, wages clerk, having standard 6 (Grade 7) education or, if lower education standard, then with more than three years' experience
Concrete mixer operators mixers of 18/12 0.5m³ input or larger, including weight batch mixers.
Drivers of vehicles with a load capacity of less than 5 000kgs
Drivers of wheel tractors (over 40kW)-class 5 licence
Drivers of tipper trucks with a load –capacity of up to 8 000kgs

Forklift driver
Mobile crane lifting machine operators (lifting capacity of less than 3 000kgs)
Operators of mechanically driven tools, machines and apparatus used in construction where the operator is carried by the machine, having a gross weight of less than 10 000kgs and where a licence is not required
Pile driving mast operators
Pile driving winch operators
Pile layers operating under supervision
Self propelled roller operators either steel wheeled or pneumatic tyred (of less than 10 000kgs by gross weight)
Stationery crane operators (over 2 000kg but under 5 000kg lifting capacity)
Steel reinforcing benders and fixers operating without supervision
Survey instrument operative with less than 3 years' experience
Workers in charge of supervising worker grades 1 and 2

Worker Grade 4

Civil works assistants (non-certified) undertaking shutter-fixing, timbering and shoring, pipe laying and jointing, pavement and kerb laying and jointing on civil engineering type works excluding structures, and working without supervision
Clerical workers, e .g. site clerk, storeman, checker, wages clerk, having an educational qualification of a minimum of three 'O' Levels, or with a standard 6 (Grade7) education and having more than three years' experience
Operators of cranes and lifting machines with lifting capacity in excess of 5 000kgs
Dump drivers (over 8 000kgs capacity)
Excavator operators
Grader Operators (motorized) all types
Guniting operatives
Lorry drivers of vehicles with load-capacity of 5 000kgs or more
Mobile drill operatives
Motor mechanics and fitters (non-certified) undertaking removal, dismantling and replacement of components of plant and equipment and of engines, vehicle bodies and transmission, steering, braking and under-carriage systems, as well as lubrication and other servicing
Operators of any mechanically driven tool, machine or apparatus used in construction where the operator is carried by the machine (of any gross weight) and the operator is required to have a driving licence
Pipe layers operating without supervision
Pressure grouting operatives
Scraper operators (motorized) all types
Self propelled chip spreader
Self-propelled roller operators, either steel wheeled or pneumatic tyred (over 10 000kgs gross weight)
Self-propelled vibrating roller operatives (over 6 000kgs weight)
Steel reinforcing benders and fixers working from bending schedules and drawings
Survey instrument operatives with more than three years' experience
Tracked tractor operators – all types
Trencher operators
Welder operative (non-certified) downhand single run or tack by electric arc, but not responsible for setting up work, adjusting electric current or selecting gauge of rods
Welder operative (non certified) undertaking downhand welding by oxy-acetylene but not responsible for setting up work or adjusting pressure valves
Workers in charge of supervising workers in grades 1, 2 and 3

SCHEDULE B

MINIMUM HOURLY RATES OF PAY APPLICABLE TO SCHEDULE A GRADES AND WORK DESCRIPTIONS, EFFECTIVE FROM 1 JULY 2012

Graded Work / Description	Minimum Hourly Rate
Worker Grade 1	\$1. 47
Worker Grade 2	\$1. 47
Worker Grade 3	\$1. 52
Worker Grade 4	\$1. 53
Watchman	\$1. 52

ANNEXURE 3

WAGES SLIP (Clause 36)

Employer Employee's number.....

Employee's nameClass / Grade

Contract Number Rate of pay / per hour

\$ c \$ c

Wages (incl. sick leave) Hours at

Tool allowance Hours at

Overtime Hours at 1 ½

Hours at 2

Hours at 3

Bonus

Travel and subsistence

Gross Wages.....

Vacation pay

Total

Less pension

Taxable pay

Deductions

P.A.Y.E.

Medical Fund

Pension Fund

General Fund (Council's dues)

Trade Union membership

Total

Net wages due

ANNEXURE 4

SAFETY AND PROTECTIVE CLOTHING AND APPLIANCES (CLAUSE 21)

**FOR FURTHER INFORMATION REFER TO STATUTORY INSTRUMENT 223 OF 1993 ON
SITE OCCUPATIONAL HEALTH AND SAFETY**

Employees engaged in occupations or trades as listed, shall be provided with overalls and the following safety and protective clothing or appliances:

Occupation or Trade	}	Safety and protective clothing and appliances
Cutting and drilling by machine of brick, stone and concrete structures	}	
Punching stone	}	
Grinding and polishing terrazzo and other stone surfaces	}	
Sharpening stone mason's tools, planes, thicknessers, spindlers, four cutters, tenoning-machines, dovetail-machines, routers, drilling and motorizing-machines	}	Goggles
Cleaning soldering irons	}	
Cutting and bending, placing	}	
Assembling, binding and tying steel	}	
Reinforcing and other metal work	}	Leather Gloves
Operating concrete mixers, hoist	}	
Operating and asphalt mixers	}	
Operating sheet metal-work machines	}	
Employees required to work with wet concrete or mortar, whether by hand or machine	}	leather gloves if so requested by the employee concerned
Boiler attendants	}	Tinted goggles and leather gloves
Operating power-driven tools for excavation, concreting, cutting or drilling, brickwork, concrete or stonework	}	
Stone cutting, machine-minding	}	
Operating Jack-hammers	}	
Cutting or grinding steel work by hand	}	
Application of hot tar and other substances at a temperature of above 50 degrees Celsius	}	Goggles, leather boots and safety boots
Operating wood-floor sanding-machines	}	Dust masks and goggles
Welding	}	Protective tinted mask, leather apron, spats, gloves and safety boots
Use of acid materials	}	Goggles skin protection, P.V.C. gloves and gumboots
Using poisonous materials such as ant proofing	}	Full body protection including specified respirator
Workers engaged in the placing of wet concrete at the point of final deposit	}	
Workers engaged in work involving excavation in wet conditions	}	Rubber ankle or knee boots

Every employer shall supply, free of charge, a waterproof cape, overcoat or other suitable protective clothing to every employee who, in the course of his duties is habitually exposed to inclement weather.

Drivers and vehicle attendants engaged in the loading and unloading and delivery of goods on or from commercial vehicles shall be provided with adequate protective clothing

ANNEXURE 5

SKILLED WORKERS TOOLS (CLAUSE 25)

Construction industry trades

Bricklayer: -

- Trowel, big and pointing;
- block-brush;
- brick-hammer;
- comb-hammer;
- lines and pins;
- 1,2metre level;
- 1,8kilogram hammer;
- chisels;
- bolster
- jointers-perps and beds;
- tape metric;
- ruler metric.

Carpenter:-

- 1-kilogram hammer;
- 700-gram hammer;
- cross-cut saw;
- panel-saw;
- tenon-saw;
- coping-saw;
- level;
- brace and set of bits;
- wheel brace and set of bits;
- marking-gauge;
- screwdrivers; large, medium and small;
- hack-saw;
- hack-knife
- jack-plane;
- smoothing plane;
- steel square 45 degrees Celsius adjustable;
- set of wood chisels;
- steel tape, 5 metres;
- bevel;
- nail-bag;
- tin snips;
- pliers;
- crow-bar;
- roof punch;
- nail punch;
- oil-stone;
- tool-box;

Building electrical installation wireman:-

3 screw drivers, 3 millimeters to 13 millimeters, insulated;
1 pair side-cutter
1 pair electrician's pliers
1 pair electrician's long-nosed pliers;
1 150 millimeter adjustable wrench;
1 300 millimeter adjustable wrench;
1 150 millimeter Stilson wrench;
1 vice-grip;
1 set sockets, up to 25millimetres
1 56-gram hammer;
1 453 gram hammer
1 1kilogram hammer;
1 set of punches and chisels;
1 set B A. taps and dies;
1 set dies, 3 millimetres to 25millimetres;
1 test lamp;
1 19millimetres steel-pipe-bender;
1 25millimetres steel-pipe-bender;
1 19millimetres bending-spring;
1 25-millimetre bending-spring;
1 set conduit-dies, 19millimetres to 25-millimetres;
1 fish-tape;
1 knife;
1 spirit-level;
1 plump and line;
1 chalk-line;
1 2metre tape measure;

Plasterer

hand hawk;
trowel;
gauging-trowel;
internal and external angle tools;
tape, metric;
level;
square;
floats, 300 millimetres by 172 millimetres and 457 by 76 millimetres
brushes, block and small rule

Plumber

Tool-box;
2-metre tape;
300 millimetre tinman's snips;
600 millimetre square;
225 millimetre pliers
225 millimetre square;
150 millimetre pliers;
6 millimetre chisel;
9 millimetre chisel;
12 millimetre chisel;
25 millimetre chisel;
225 millimetre pipe-wrench;
325 millimetre pipe-wrench;
490 millimetre pipe-wrench;
250 millimetre adjustable spanner;
hack-saw;
13 millimetre copper-drift;
20-millimetre copper-drift;
copper-pipe cutter;
13 millimetre copper-bending spring;
Claw-spanner(basin);

453gram hammer;
1 kilogram hammer;
1,8 millimetre line;
yarn-caulking tool;
lead-caulking tool;
2-100 millimetre cement-caulking tools;
300 millimetre spirit-level;
900 millimetre spirit-level;

Painter

set of screw drivers;
scraper;
putty knife;
roller (refills supplied by employer);
dusting brushes, variety;
dusters;
set of paint brushes 12, 19, 25, 38, 50, 75 and 100 millimetres

Extraneous industry trades

Automobile electrician:-

employee to supply usual hand tools in accordance with agreed practice in parent industry

Diesel plant fitter:-

Tools to be provided by skilled worker class 4

tool box and padlock;
6mm-41mm flat spanners of A.F. equivalent;
hack-saw frame;
700g hammer (Ball pein);
2kg hammer;
Soft hammer;
300 mm rule;
200 mm dividers;
150 mm inside calipers
files, including threadfile;
150 mm outside calipers
150 mm square;
centre punches
adjustable spanners up to 300 mm
vice-grips 250 mm
scriber
scraper
chisels (flat cold) 150 and 200 mm
crow foot bar 450 mm
screwdrivers up to 250mm

Tools to be provided by skilled worker class 3 :-

All those tools prescribed for a skilled workers class 4 and in addition, the following

6 mm – 41 mm combination spanners
Feelers;
8 socket set, ½ inch square drive 6 mm – 30 mm
Side cutters;
15 socket set, ¾ inch drive 22mm – 60mm
Drift punches
Pliers, including long nose;
Circlip pliers;
Screwdrivers (Phillips);
Gas or slip-joint pliers;
Pinch bar 750 mm

Tools to be provided by skilled workers classes 2 and 1 :-

All those tools prescribed for skilled workers classes 4 and 3, and in addition, the following
Allen keys, metric;
torque wrench, ½ inch square drive ;
vernier -150mm
0-150mm outside micrometer or combination sets square;

Fitter (including machining)

Tools to be provided by skilled worker class 4:-

Tool-box and padlock;
Scriber;
6 mm-32 mm flat spanners
chisels (flat cold);
hacksaw;
2 or 3 m tape;
700 g hammer (Ball pein);
450 mm Stilson wrench;
300 mm rule;
Pinch bar 450 mm;
150 mm dividers and jennies;
Centre punches;
150 mm inside calipers
150 mm outside calipers
Tin snips;
Pin punches;
150 mm square';
Soft hammer;
Metric and imperial Allen keys;
Screwdrivers;
300 mm shifting spanners;

Tools to be provided by skilled worker class 3:-

All those tools prescribed for a skilled worker class 4 and in addition, the following:-
6 mm-32 mm ring or combination spanners
gas pliers;
combination set square;
vice grips;
socket set-optional;
feelers-optional;
pliers;
vernier 22 mm;
scrapers;
junior hack-saw;
screw drivers (Phillips);
G-clamps 2 x 150 mm;
Circlip pliers
0-25 mm micrometer

Tools to be provided by skilled workers classes 2 and 1

All those tools prescribed for skilled workers classes 4 and 3 and, in addition, the following:-
25-50 mm micrometer
radius gauge
screw pitch gauge;
thread angle gauge;
oilstone;

Motor mechanic

Employee to supply usual hand tools in accordance with agreed practice in parent industry

Rigger

Tools to be provided by skilled worker class 4 :-

- tool-box and padlock
- splicing spikes, various sizes
- tape measure 3 m and 30 m
- 150 mm vernier calipers (rope diameter)
- 200 mm adjustable spanner
- hacksaw frame;
- 150mm side cutters
- pliers, chisels (rope cutting);
- serving mallet, copper hammer, hammer, (ball pein)
- riggers spoon, riggers screws, (for splicing where no vice)
- twisters

Tools to be provided by skilled workers – classes 3, 2 and 1:-

- all the above tools, plus
- 150 mm inside calipers
- 150 mm outside calipers

Turner (including machining) –

Tools to be provided by skilled worker class 4 :-

- tool box and padlock;
- scriber;
- 6 mm-32 mm flat spanners;
- Chisels (flat cold);
- hack-saw;
- 2 m or 3 m tape;
- 700 g hammer (ball pein);
- 450 Stilson wrench;
- 300 mm rule;
- pinch bar 450mm;
- 150mm dividers and jennies;
- metric and imperial Allen Keys
- 150 mm inside calipers
- Pin punches;
- 150 mm calipers
- Tin snips;
- 150 mm square;
- Soft hammer;
- Centre punches;
- Screw drivers;
- 300 mm shifting spanner;

Tools to be provided by skilled worker class 3:-

All those tools prescribed for a skilled worker class 4 and, in addition, the following

- 6 mm-32 mm ring or combination spanners;
- combination set;
- vice grips;
- socket set-optional;
- feelers-optional;
- pliers;
- vernier – 22mm
- scrapers;
- junior hacksaw;
- screwdrivers (Phillips);
- G-clamps 2 x 150 mm;

circlip pliers;
0-25 mm micrometer;
gas pliers;

Tools to be provided by skilled workers classes 2 and 1:-
all those tools prescribed for skilled workers classes 4 and 3 and, in addition, to the following:-
25 mm-50 mm micrometer
Radius gauge;
Screw pitch gauge;
Thread angle gauge;
Oilstone;

Welder
Tools to be provided by skilled workers classes 4, 3, 2 and 1 :-
tool box and padlock;
500 mm rule;
300 mm square;
small clamps;
adjustable spanners up to 300 mm;
900g hammer (ball pein);
chipping hammer

ANNEXURE 6

**FORM OF DECLARATION BY AN EMPLOYER IN THE CONSTRUCTION INDUSTRY
(Clause 8)**

TO: National Employment Council for the Construction Industry of Zimbabwe
P. O. Box 2995
HARARE

I/We, trading as hereby declare
that I/We* am/are* employer/s* in the Construction Industry as defined in your council's agreement.

(Business shall not commence until enrolment is completed and confirmed)

My/our business is a
Sole proprietorship* Corporate body*
Partnership* Limited liability company*

The name/s* of the proprietor or the partners or the directors or public officers are:-

..... (names in full block
..... capitals)
.....

The residential address/es* of the proprietor or the partners or the directors or public officers are:-

.....
.....
.....

The business address is

.....

The workshop/yard* address is

.....

Telephone number is

Trade or trades, which will be carried on, are:

.....

.....

Workers' Compensation Receipt number.....

I/We* attach cheque/cash* in the sum of Declaration fee

Date.....

Signed:

Delete the inapplicable.

Capacity of Signatory:

(e.g. proprietor, partner, manager, public officer, secretary etc)

NATIONAL EMPLOYMENT COUNCIL FOR THE CONSTRUCTION INDUSTRY OF ZIMBABWE

ANNEXURE 7

EMPLOYEES

APPLICATION FOR ENROLMENT AND CLASSIFICATION OF GRADING (CLAUSE 9)

Full names of employee.....

National Registration Number

Address:

.....

Certificate of skilled worker qualifications (if any

Date joined present employer;

Worker Grade proposed by present employer/or proposed trade or occupation to be approved by Council

.....

Previous employment record

1. Name of employer:

Capacity in which employed

2. Name of employer:

Capacity in which employed

Signed:.....

.....

Employer

Employee

Date

company stamp

Note: Employee must enclose a pension form declaration duly and fully completed, together with (three) passport size photographs

COMPLETION BY N.E.C. ONLY

N.E.C. Number G..... G – prefix all workers grades)
 Awarded worker grade
 Trade or occupation approved
 Date of enrolment

NATIONAL EMPLOYMENT COUNCIL FOR THE CONSTRUCTION INDUSTRY OF ZIMBABWE

**ANNEXURE 8
 RECORD OF SERVICE FOR EMPLOYEES (CLAUSE 10)**

Employees’ full name NEC enrolment number.....
 Identification particular (if any) National Identity No.....
 ZCATWU No. (if applicable) NSSA (SR No.)

Details below to be recorded by employer

NAME AND ADDRESS OF EMPLOYER	DATE	COMMENCEMENT AND PROMOTION OF EMPLOYMENT		WAGE	DATE OF TERMINATION AND SIGNATURE OF EMPLOYER
		OCCUPATION	CLASS/GARDE		

Note: This record of service is to be returned to the employee on his retirement, resignation or discharge, duly completed by the employer

ANNEXURE 9

LIST OF POST OFFICES WHICH MAY BE DESIGNATED IN RELATION TO SITES IN VARIOUS REGIONS

(CLAUSE 40): TRAVELLING AND SUBSISTENCE ALLOWANCE

MASHONALND REGION

- | | |
|-------------|--------------|
| Banket | Karoi |
| Bindura | Macheke |
| Centenary | Mhangura |
| Chakari | Marondera |
| Chinhoyi | Mount Darwin |
| Chitungwiza | Murewa |
| Chivu | Mutoko |
| Concession | Mutorashanga |

Glendale
Goromonzi
Harare
Kadoma
Kariba

Mvurwi
Norton
Selous
Shamva
Wedza

MATEBELELAND REGION

Beitbridge
Binga
Bulawayo
Colleen Bawn
Dete
Esigodini
Figtree
Filabusi
Fort Rixon
Gwanda
Hwange

Kamativi
Kezi
Lupane
Mbalabala
Nkayi
Plumtree
Tsholotsho
Turk Mine
West Nicholson
Victoria Falls

MASVINGO REGION

Bikita
Buhera
Chiredzi
Gutu
Mashava

Mberengwa
Masvingo
Rutenga
Triangle
Zvishavane

MANICALAND REGION

Birchenough Bridge
Cashel
Chipinge
Chimanimani
Dorowa
Headlands
Mount Selinda

Mutare
Nyanga
Nyanyadzi
Nyazura
Penhalonga
Rusape
Watsomba

MIDLANDS REGION

Gokwe
Gweru
Kwekwe
Lalapanzi

Mvuma
Shurugwi
Umniati / Sanyati

LIST OF LOCALITIES

Chisumbanji

Ruda

ANNEXURE 10**PURPOSE, DUTIES AND FUNCTIONS OF
WORKERS COMMITTEES (CLAUSE 41)****Purpose**

1. The principal purpose of a workers committee is to bring together and collate in order of importance the responsible opinions and reasonable requirements of employees and to represent these and the general interest of employees to the employer through the medium of a works council. The committee shall be created and elected by employees not having any managerial function and shall consist solely of such employees, free to debate in committee without interference by the employer.

Functions and duties

2. The functions and duties of a workers committee shall be to:-
- (a) act as a link and a means of communication between the employees and the employer, through a works council;
 - (b) provide a means of presentation to and discussion with the employer of employee requirements and grievances;
 - (c) promote stability and good relationships between employees and the employer and to encourage the settlement of differences and disputes by conciliatory methods;
 - (d) understand and promote the interest of employees whom they represent by maintaining regular contact with them;
 - (e) improve productivity and quality by promoting conditions and encouraging attitudes conducive thereto within the working environment;
 - (f) ensure that if a fellow worker seeks their advice in respect of any grievance or disciplinary matter, at least one member of the committee is made available to render such advice and assistance as may be required;
 - (g) co-operate with the registered trade union and the employer in ensuring that the terms of this agreement together with the establishment rules are understood and observed;
 - (h) liaise with the employer in promoting the occupational safety and health of the employees:

provided that such matters do not infringe upon, or impede, in any way, the right of the employer to manage his own business as he deems fit

Negotiating terms of reference

3. To the extent that there will be no conflict with the terms and provision of this agreement a workers committee may negotiate with the employer concerned, through a works council, on the following matters;
- a) prevention of accidents
 - b) times of work;

- c) employees' requirements not provided for in this agreement;
- d) procedures relating to disciplinary cases and grievances;
- e) the provision of welfare and community services;
- f) the avoidance of disputes and prompt settlement of any dispute arising;
- g) improvement of environmental conditions

4. Where the outcome of any negotiations under clause 3 of this Annexure results in an agreement with the employer which will affect the conditions of employment of the employees in the establishment, it shall be referred by the workers' committee to a meeting of the employees so affected and if approved by more than two-thirds of those employees present at the meeting, it shall become binding on the employer and all employees so affected.

5. Anything agreed between an employer and the workers committee under these terms of reference shall stand until it is re-negotiated, unless similar or improved terms or conditions are achieved by the parties to this agreement.

Composition and membership

6. A workers committee shall consist of employees in the establishment elected to hold office for twenty-four months. The membership of the committee shall approximate five per centum of the total employees in the establishment, provided that there shall not be less than three nor more than fifteen such members. The chairman and the secretary shall be chosen by the members from amongst their number.

7. Retiring members shall be eligible for re-election, and new elections shall take place at such times as will enable the replacement members to assume office upon the retirement of the former members.

8. In seeking candidates for election to membership of workers committee, the steering committee shall endeavour as far as possible to ensure that the differing interests of the employees in the various occupations, grades and classes of skill and work and departments of the establishment are represented

Elections

9. When a steering committee within its terms of reference considers sufficient candidates have been nominated for a committee which would be consistent with the provisions of clause 8 of this Annexure, it shall appoint a chairman and two scrutineers from amongst the employees who shall constitute an election committee

10. The election committee shall place a list of the candidates and the interests they represent on the notice board. Thereafter the election committee shall convene a meeting of employees at which it shall provide ballot forms and conduct a secret ballot there at in order to elect a committee consistent in numbers and intent with the provisions of clause 6 and 8 of this Annexure. Those elected shall take office immediately.

11. Subsequent elections shall take place at times which will give effect to the requirements of Clause 7 hereof. Such elections shall conform to the provisions and procedures of clauses 8, 9 and 10 of this Annexure.

Removal of members and vacancies

12. A member of the workers committee may be removed from office by a majority vote of employees whose interests he represents voting in favour thereof in the manner set out in clause 10 of this Annexure.

13. A member who ceases to be employed in the establishment shall no longer be a member of the workers committee.

14. Where a vacancy occurs in a workers committee, an election shall be held in conformity with this Annexure to fill the vacant position:

Provided that if the remaining members' periods of office expire within three months, the vacancy need not be filled

Meetings

15. A workers committee may not proceed with business at a meeting unless at least fifty per centum of its members are present. Meetings shall be conducted in accordance with the ordinary rules of debate and decisions or resolutions shall be taken on the vote of the majority present. In the event of an equality of votes the chairman shall have a casting vote in addition to his deliberative vote. Proper minutes shall be kept of each meeting.

ANNEXURE 11

CONSTRUCTION INDUSTRY: CODE OF CONDUCT

Preamble

1(i) Disciplinary rules and procedures are necessary for promoting fairness and order in the treatment of individuals and in the conduct of industrial relations. They also assist the organization to operate effectively. Rules set standards of conduct at the work place, help to ensure that the standards are adhered to and also provide a fair method of dealing with alleged failures to observe them.

- (i) It is important that both employers and employees know what standards of conduct are expected of them.

Aims, purposes and principles

2 The aims and purposes are to provide the following-

- (a) principles governing the conduct and resolution of labour disputes, including the framework thereof;
- (b) procedures for the effective handling of grievances;
- (c) the enunciation of offences and penalties at the work place;
- (d) the effective handling of disciplinary measures, including dismissals; and
- (e) the enunciation of the rights and duties of management and workers

3 This code recognises and operates on the following fundamental principles:-

- (a) the peaceful and orderly conduct of labour relations in a non-confrontational manner;
- (b) the mutual responsibility of workers, employers and their representatives;
- (c) fairness and justice for employees at the workplace;
- (d) the promotion of stability and consequent increased productivity at the workplace;
- (e) respect for the fundamental rights and duties of workers and employers as defined by law and in this Code; and
- (f) the avoidance of collective job action wherever possible

4 Duties and rights of management

- (a) to manage and conduct business subject to the law and this Code;
- (b) to develop jointly with worker representatives, industrial relations principles subject to the law and this Code;
- (c) to ensure that management is authorised to make appropriate decisions in terms of this Code;
- (d) to ensure that the duties of workers are adequately defined and understood
- (e) to ensure compliance with all laws, collective bargaining agreements and other applicable instruments; and
- (f) to act in good faith in its relationship with workers.

5 Duties and rights of employees

- (a) Employees are expected to carry out duties and responsibilities for which they are engaged, in a conscientious and energetic manner with due regard to interests of the company and its employees.
- (b) The duties and responsibilities of an employee are normally embodied in a job description but with constantly changing aspects of the company's operations, the job description should not be regarded as all inclusive.
- (c) Employees have the right to be treated fairly without being abused verbally or physically in the exercising of discipline and resolution of grievances.

- 6 **Duties and rights of the trade union**
- (a) to co-operate with employers in establishing industrial relations principles subject to the law and this Code;
 - (b) to ensure that they and their representatives comply with all laws, collective bargaining agreements and other applicable instruments;
 - (c) to ensure that they and their representatives understand the nature and extent of their legal rights and duties;
 - (d) to familiarise themselves with the provisions of this Code; and
 - (e) to act in good faith in their relationship with employers.

- 7 **Procedures**
- The code of conduct will consist of three forms of procedures namely-
- (i) Grievance procedure
 - (ii) Disciplinary procedure
 - (iii) Dismissal procedure

8 **Grievance procedure**

Definition

A grievance is any dissatisfaction or feeling of injustice in connection with an employee's work, work environment, conditions of employment, or the manner in which he is supervised that is brought to the attention of management.

(i)Policy

- (a) Grievances will be resolved at the lowest management level possible and as quickly as possible.
- (b) The Employment Council Secretariat may at any stage in the procedure be consulted for information by management, workers' committee/worker representatives or the employee.
- (c) All grievances will be dealt with in good faith, without discrimination or victimization.

(ii)Procedure

A Stage one: Supervisor/Superior

- (i) Stage one will deal with any matter which an employee or group of employees reporting to one supervisor, wish to raise as a grievance.
- (ii) An employee who wishes to raise an issue as a grievance in terms of Part III of the Labour Act (Chapter 28:01) must first raise it with his immediate supervisor.
- (iii) An employee who wishes to raise an issue against his immediate superior must raise it with the superior who is next in line.
- (iv) If an 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.
- (v) The superior shall investigate the grievance and use his best endeavour to resolve the issue.

- (vi) If a satisfactory solution is not reached within (3) working days of the issue first being raised, the grievance will be referred to the department/branch/section head.

B. 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 himself, 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 (2) working days of the grievance being referred to the department/branch/section superior of the grievant.
- (iv) If longer time is needed this must be agreed by both management and workers' representatives and the immediate superior of the grievant.
- (iv) If a satisfactory solution is not reached within (2) working days from the first meeting with the department/branch/section head and workers' representatives, a written notification noting 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 appointee.
- (v) Where a grievant is not satisfied with the decision of the Head of Department he can appeal to the chief Executive/General Manager within 5 working days.

C. Stage three: Chief Executive/General Manager or Appointee

- (i) Stage three will deal with any matter that has not been resolved at stage 2.
- (ii) The Chief Executive/General Manager or his Appointee shall resolve the issue within (3) working days.
- (iii) The Chief Executive/General Manager or his Appointee shall review all the evidence presented in the matter and he may also carry out further investigations of the matter as he deems necessary.
- (iv) The Chief Executive/General Manager shall pronounce his decision within (5) working days of the appeal and his decision will be regarded as final as far as the company is concerned.
- (v) Should the grievant not be in agreement with the solution as determined by the Chief Executive he has the right of appeal to the National Employment Council within (7) working days.

9. Disciplinary Procedure

Policy

- (i) No disciplinary action shall be taken against an employee until the case has been fully investigated. Such investigations must not take longer than 14 working days.
- (ii) Before an employee can be held accountable for breaches of rules and regulations, he must be made aware of them.
- (iii) All disciplinary procedures shall be conducted fairly and with consistency. They should also be conducted expeditiously. Dismissal procedure must not take longer than 30 days i.e. from the date investigations commence until such time as the employee is served, in writing with a letter informing him the verdict.
- (iv) The employee concerned shall be advised of the nature of the offence alleged against him and shall be given the opportunity to state his case before any decision is made.

- (v) An accurate record, on appropriate form, acknowledged by all parties involved, must be completed for all disciplinary cases.
- (vi) An employee shall have the right to appeal against any disciplinary penalty.

Procedure

A Informal warning (verbal)

- (i) A verbal warning is given by the immediate superior where a departure from desired standards has occurred.
- (ii) The employee concerned should at this point be advised that formal warnings and disciplinary action could follow if the warning was ignored.
- (iii) Where necessary, corrective action in the form of guidance follow 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 the verbal warning was given for record purposes as well as tracking purposes where counseling is involved.

B. First Written Warning (Valid for 6 months)

Stage One: Immediate Superior:-

- (i) The immediate superior will record in writing on a disciplinary warning form an account of the incident or situation that gave rise to the warning.
- (ii) The immediate superior will read and explain the contents of the warning to the employee.
- (iii) The employee will then sign the disciplinary warning form to indicate that he understands the contents.
- (iv) If the employee feels aggrieved by the decision of his immediate superior, he may appeal in writing to the next in line superior.

C. Second/Final Warning (Valid for 12 months)

Stage Two: Department Head

- (i) Any incident/situation which appears to justify second or final warning will be reported to the Department Head.
- (ii) The Department Head will inform the Chief Executive/General Manager or his Appointee and the workers' representative of the proposed disciplinary action.
- (iii) In the presence of the workers representative, the second/final warning and the reason and justification for the warning will be read out to the employee concerned and disciplinary action to be taken according to the section of the code of conduct, the details and penalties.
- (iv) The employee will then sign the disciplinary warning to indicate that he understands the contents.
- (v) An employee aggrieved by such determination has the right to appeal to the Chief Executive/General Manager or his Appointee within 5 working days.

Appeals

Stage Three: Chief Executive/General Manager or Appointee

- (i) Where an employee is not satisfied with the decision arrived at by the Head of Department, the employee may appeal to the Chief Executive/General Manager of the company within 5 working days.

- (ii) The Chief Executive/General Manager or his Appointee shall review all the evidence presented in the matter and may also carry out such further investigation of the matter as he deems necessary
- (iii) The Chief Executive/General Manager or his Appointee shall pronounce his decision within 3 working days of the appeal.
- (iv) An employee who is not satisfied with the decision of the Chief Executive/General Manager or his Appointee shall have the right to appeal to the National Employment Council within 7 working days of receipt of such decision.

10 Dismissal Procedure

Policy

- (i) Dismissal for serious misconduct will only take place where management in good faith cannot take any other action.
- (ii) Dismissal shall not be arbitrary but will be done only after the due process has been concluded.
- (iii) Management shall be entitled to withhold any monies normally due to the employee on normal termination of service against any losses sustained as a result of his serious misconduct.
- (iv) Management shall have waived its rights to dismiss for serious misconduct if such action is not taken within 7 working days of finalization of the disciplinary decision.
- (v) An employee shall have waived his rights of appeal against dismissal for serious misconduct if he has not appealed within 5 working days to the Chief Executive and within 7 working days to the National Employment Council.
- (vi) An employee shall have waived his rights to reinstatement if he fails to report for duty within 7 working days of receipt of such communication.
- (vii) An employee on being dismissed for serious misconduct shall be entitled to receive upon request at the time of termination, a certificate specifying the dates of his engagement and termination and the type of work on which he was employed.
- (viii) The employer is obliged to serve the employee with the record of proceedings at the same time that the employee is served with the dismissal letter.

(A) Disciplinary Committee

- (i) Any incident/situation which appears to justify dismissal will be reported to the departmental head.
- (ii) The departmental head will inform the Chief Executive/General Manager who will convene a Disciplinary committee.

(B) Composition of Disciplinary Committee

- (i) There shall be established a disciplinary committee for each work place composed of equal members of worker representatives and management representatives of up to a maximum of four from either party. Unequal numbers means there is no quorum hence the hearing shall not proceed.
- (ii) The disciplinary committee shall be chaired by a member from the management (*provided he is not from the same department as the accused*) who in the event of equality of votes, the chairperson shall exercise a casting vote.
- (iii) The accused employee shall be entitled to representation by a workers committee member or a fellow worker or Trade Union representative or legal practitioner of his choice.
- (iv) The accused employee shall have the right to call witnesses and have them cross examined.
- (v) The Disciplinary Committee shall prepare a written record of proceedings.

(C) Verdict

- (i) The Chairperson of the Disciplinary Committee shall pronounce the verdict.
- (ii) If the employee is found not guilty, the acquittal shall be recorded and reflected on the employee's file.
- (iii) If the employee is found guilty, the Chairperson shall be called upon to state all the facts upon which the verdict is based, record the same and have this reflected on the employee's file.

- (iv) The employee shall be advised of the penalty in writing within 7 working days of the finalization of the disciplinary proceedings.
- (v) At its discretion and dependent upon the facts as established in each individual case, the Disciplinary Committee may impose the following penalties as an alternative to dismissal:
 1. Reduction in pay by not more than 25% of one's gross pay for a period not Exceeding 6 months.
 2. Demotion with pay equivalent to the next lower grade for a period not exceeding 6 months.
 3. Suspension without pay for not more than one month.

11 Appeals to The Chief Executive/General Manager

- (i) Where an employee is not satisfied with the decision arrived at by the Disciplinary Committee, the employee may appeal to the Chief Executive/General Manager of the company within five working days.
- (ii) The Chief Executive/General Manager or his Appointee shall review all the evidence in the matter and proceed to make his decision on record. He may also carry out such further investigations of the matter as he deems fit.
- (iii) The Chief Executive/General Manager or his Appointee shall pronounce his decision within three working days of the appeal.
- (iv) An employee who is not satisfied with the decision of the Chief Executive/General Manager or his Appointee shall have the right to appeal to the National Employment Council within seven working days of receipt of the decision.

12 Definition of offences

1. Unlawful collective job action
Collective job action in contravention of Part XIII of the Labour Act [Chapter 28:01]
2. Council means the National Employment Council for the Construction Industry;
3. Employer any person whatsoever who employs or provides work for any person in the construction 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;
4. Gambling means indulging in any game played for money or any other benefit.
5. Indiscipline and disorderly conduct means any failure or refusal to carry out an instruction without a lawful cause, failure to comply with standing rules or instructions or to follow established procedures (including the procedures of this Code); the uttering of any words or the publication of any words, abusive or otherwise indicating hate, ridicule or contempt towards any person or group or race, tribe, religion or sex; insolence towards a superior by act, words or demeanour, constituting insubordination, threatening or attempting to do bodily harm to another person whether or not such attempt is successful; engaging in or inciting others to engage in disorderly behaviour on company premises, whether or not damage is caused to company premises and property or any other person's property or capacity to work properly;
6. Negligent performance of duties means the failure to exercise due care and attention in the discharge of duties;
7. Offence means an offence specified in the Schedule;

8. Riotous behaviour engaging , or inciting one or more persons to engage, in violent behaviour, in concert against the employer or any other person or group of persons;
- 9 Victimization
Treating an employee, or fellow employee, less favorably than his colleagues without valid reason.
- 10 Late arrival for Duty/Work
Failure to be at one's work at the stipulated time
- 11 Incompetence
Persistently carrying out unsatisfactory work
- 12 Inefficiency
Inability to do one's work with the level of skill and speed which would be reasonably expected of an employee qualified for the job.
- 13 Clock watching
Abandoning work before knock off time even where there is no other work to do, unless prior permission has been obtained from one's immediate supervisor.
- 14 Absence Without Leave
Taking time off without authorized leave or without being granted leave of absence. The employee may however be excused if he/she offers a reasonable excuse for such absence.
- 15 Absence from Specific Place of Duty
Wandering off from one's work station without permission or reasonable excuse when he should be present at his place.
- 16 Improperly Calling a Meeting
Calling a meeting during working hours without following agreed procedures.
- 17 Drunkenness
To be under the influence of liquor or drugs during working hours.
- 18 Refusing to Perform a Contractual Duty
Willfully and intentionally declining to perform any of those duties, which he is bound to perform which part are of or incidental to the job he is employed to do.
- 19 Doing private business or work during working hours
Where an employee devotes his time to do his own private business and not the work he is employed to do during working hours. Whether such private business is for gain or not, an employee must desist from such actions.
- 20 Sleeping on Duty
Failure to remain awake when one is supposed to be awake. The offence is aggravated if the job involves security or operating a moving machine.
- 21 Disrespectful Conduct
Degrading any person in authority by words or conduct.

22 Intimidation

Using threats so as to prevent or obstruct another employee from performing their duties. It also entails using unlawful norms in order to compel another employee to act against their will.

23 Damaging Property

Where an employee damages property without necessity or justification or willfully causes damage to any property, or destroys it or throws it away if useful, or does not care whether any such property would be damaged or destroyed.

24 Misuse of Company Property

Use of company property for unauthorized purposes or to remove same from company premises to use for private purpose without authorization.

25 Assault

A physical attack by a person or persons on another person or persons and includes fellow employees, customers and suppliers on or outside company premises. Assault includes pushing, pulling, butting, slapping, shoving, feigning a blow, kicking and a threat of the use of force and is aggravated if the assaulted person is a superior.

26 Fighting

This is an exchange of blows between or among employees on company premises or at company functions even outside working hours or company premises.

27 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 customer/suppliers/another person and thus causes them loss. 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 own property.

28 Embezzlement

Conversion of company property or funds to one's use, which property would have been received by him on behalf of the employer.

29 Corruption

Involves receiving/giving/soliciting bribes or extorting money in cash or kind or other services in relation to one's duties in order to gain favours or influence outcomes.

30 Falsification of Qualifications

Giving false or misleading information before, on or after appointment to a post within the company on one's educational qualifications, professional qualifications or work experience.

31 Possession of Dangerous Weapons

Being found in possession of weapons which have the potential to injure or harm other people or property without special permission from the employer.

32 Sexual Harassment

Means behavior that abuses, harasses, denigrates, ridicules or offends another employee because of his/her sex. It involves but is not limited to unwanted, unwelcome, unsolicited sexual advances, contacts or comments, which include deliberate or repeated sexual gestures, sounds, pictures, pornographic material in the workplace. It can be verbal, non verbal or physical.

33 Driving without a licence/Authority

Driving any vehicle belonging to the employer without authority and/or valid driver's licence even where no damage/accident might have been caused.

34 Usury

Perpetrating illegal money lending on company premises.

35 Making use of Company facilities without permission

Using company facilities and/or equipment without permission from the employer whether for gain or not.

36 Inconsistent conduct or omission

Any behavior that runs contrary to accepted norms when read with one's contract of employment.

37 Possession of illegal drugs

Being found in possession of illegal drugs or trafficking in illegal drugs while at the workplace. It also includes the act of controlling, or manufacturing, selling, dealing or attempting to do any drugs which are prohibited by law.

38 Insubordination

Deliberate refusal to carry out instructions so as to undermine the authority of one's supervisor or manager. The misconduct is aggravated if the refusal is committed in the presence of other employees or clients.

39 Gambling

Indulging in any game played for money or any other benefit on the employer's premises.

40 Loafing

Spending time idly or hanging about doing nothing when one should be working or socializing at length with another employee, guest or member of the public.

41 Failure to report loss or damage to employer's property

Any loss or damage to employer's property must be reported forthwith whether or not such loss/damage has been caused by the employee concerned directly or indirectly.

42 Discrimination

Discrimination involves any act or omission in which the treatment of an individual employee or group of employees is less favourable than another employee/group of employees on the grounds of gender, pregnancy, HIV/AIDS status, race, tribe, place of origin, political opinion, colour, creed or any other characteristic in relation to:

- the advertisement for employment
- the recruitment for employment

- the creation, classification or abolition of jobs or posts;
- the determination or allocation of wages, salaries, pensions, accommodation, leave or other such benefits
- the choice of persons for jobs or posts, training, advancement
 - apprenticeship, transfer promotion or retrenchment
- the provision of facilities related to or connected with employment: or
- any other matter related to employment.

43 Humiliating/Degrading behavior

Abusive, foul, insulting, demeaning or obscene actions or utterances against a fellow employee or client and is aggravated when done against one's superior.

44 Unjustifiable interference in Workers' Committee, Trade Union and management affairs.

This is where one is unable to prove that there is justifiable/legal basis for unsanctioned involvement in workers' committee, Trade Union and management affairs.

LIST OF OFFENCES

<i>PART A: MINOR OFFENCES</i>	<i>1st BREACH</i>	<i>2nd BREACH</i>	<i>3rd BREACH</i>	<i>4th BREACH</i>
1. Three late arrivals of 10 minutes or more within a 30-day period without justifiable cause	Verbal warning and loss of pay for work hours lost in excess of 15 minutes	Written warning and loss of pay for the work hours lost in excess of 15 minutes	Final written warning and loss of pay for the hours lost in excess of 15 minutes	Dismissal
2. Incompetence	Verbal warning	Written warning	Final written warning	Dismissal
3. Inefficiency	Verbal warning	Written warning	Final written warning	Dismissal
4. Clock watching	Verbal warning	Written warning	Final written warning	Dismissal
5. Absence from specific place of duty	Verbal warning	Written warning	Final written warning	Dismissal
6. Minor breach of safety rules	Verbal warning	Written warning	Final written warning	Dismissal
7. Leaving worksite or workplace without permission	Written warning	Final written warning	Dismissal	–
8. Improperly calling a meeting	Written warning	Final written warning	Dismissal	–

9. Negligent performance of duties with minor consequences	Written warning	Final written warning	Dismissal	–
10. Sleeping on duty where no potential damage, injury or loss exists	Written warning	Final written warning	Dismissal	–
11. Giving unauthorised press statements regarding company business	Written warning	Final written warning	Dismissal	–
12. Minor damage, misuse or loss of company property.	Written warning	Final written warning	Dismissal	–
13. Absence from work for less than five consecutive days without permission or reasonable cause.	Written warning	Final written warning	Dismissal	–
14. Victimisation of other workers	Written warning	Final written warning	Dismissal	–
15. Disrespectful conduct	Written warning	Final written warning	Dismissal	–
16. Discrimination in any form including, race, religion and sex	Written warning	Final written warning	Dismissal	–
17. Unjustifiable interference in Workers' Committee or Trade Union Affairs	Written warning	Final written warning	Dismissal	–

PART B: MAJOR OFFENCES	1st BREACH	2nd BREACH	3rd BREACH	4th BREACH
18. Possession of dangerous weapons on site without company approval or relevant licence	Final written warning	Dismissal	–	–
19. Indiscipline/disorderly conduct including refusal to obey a lawful order or instruction given by an employer or his representative	Final written warning	Dismissal	–	–
20. Humiliating/degrading behaviour	Final written warning	Dismissal	–	–
21. Unauthorised use of company property or plant	Final written warning	Dismissal	–	–
22. Failure to report loss of or damage to employer's property	Final written warning	Dismissal	–	–
23. Use of company vehicle	Final written	Dismissal	–	–

without appropriate driver's licence	warning			
24. Doing private business during working hours	Final written warning	Dismissal	–	–
25. Loafing	Final written warning	Dismissal	–	–
26. Intimidation	Final written warning	Dismissal	–	–
27. Usury	Final written warning	Dismissal	–	–
28. Possession of illegal drugs	Final written warning	Dismissal	–	–

3

<i>PART C: SERIOUS OFFENCES</i>	<i>1st BREACH</i>	<i>2nd BREACH</i>	<i>3rd BREACH</i>	<i>4th BREACH</i>
29. Theft or fraud	Dismissal	–	–	–
30. Falsification of qualifications/documents	Dismissal	–	–	–
31. Unlawful Collective job action	Dismissal	–	–	–
32. Drunk on duty, consuming liquor on site or under the influence of drugs during working hours	Dismissal	–	–	–
33. Malicious damage to employer's property	Dismissal	–	–	–
34. Assault	Dismissal	–	–	–
35. Riotous behaviour on work site	Dismissal	-	-	-
36. 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	Dismissal	–	–	–
37. Imprisonment without option of a fine	Dismissal	–	–	–
38. Negligent performance of duties with serious consequences	Dismissal	–	–	–

39. Gambling on site during working hours	Dismissal	-	-	-
40. Serious violation of Safety Regulations	Dismissal	-	-	-
41. Sleeping on duty where potential/actual damage , injury or loss exists	Dismissal			
42. Absence from work for five (5) or more consecutive working days without permission or reasonable excuse	Dismissal	-	-	-
43. Refusing to perform a contractual duty	Dismissal	-	-	-
44. Embezzlement	Dismissal	-	-	-
45. Corruption	Dismissal	-	-	-
46. Sexual harassment	Dismissal	-	-	-
47. Insubordination	Dismissal	-	-	-
48. Act, conduct or omission inconsistent with the fulfillment of the express or implied conditions of one's contract	Dismissal	-	-	-

Duration of warnings
Verbal warnings – no duration
Written Warnings - 6 months
Final warnings - 12 months

APPENDICES

Appendix 1: Disciplinary Guideline

- (a) There shall be no offence where the employer or employee can show on a balance of probabilities that the act or omission alleged or complained of was –
- (i) involuntary
 - (ii) inevitable or impossible to avoid in the given circumstances which were beyond the control of the individual
 - (iii) justifiable and reasonable in the circumstances.
- (b) It shall be a good defense for the employee concerned to show that the act or omission made and being alleged against him was occasioned by:
- (i) conflicting instructions
 - (ii) poor and unclear instructions
 - (iii) misleading instructions
 - (iv) circumstances arising naturally and proximately from acts and omissions of a manager.

Appendix 2: Authorities for disciplinary action

Action	Authority
INFORMAL/Verbal Warning	Immediate Superior
First Written Warning	Immediate Superior
Second/Final Written Warning	Departmental Head
Dismissal	Disciplinary Committee
Appeals	Chief Executive/General Manager

Appendix 5: Management guide

Handling grievances

- (i) Put the person at ease
- (ii) Listen carefully with empathy
- (iii) Summarise the complaint to ensure that you have understood it.
- (iv) Thank the person for raising the complaint
- (v) If necessary apologise
- (vi) State your own position
 - without defending
 - without hostility
- (vii) Ask how the person would resolve the complaint
- (viii) Discuss any suggestions
- (ix) State what you will do and when to correct the situation

ANNEXURE 11 (continued)

SCHEDULE A

**THE CONSTRUCTION INDUSTRY OF ZIMBABWE
CODE OF CONDUCT: WARNING/DISMISSAL FORM**

Name of company:

Disciplinary action taken.....

Address of company

.....

Telephone :

Name of Complainant Signature of employee

Nature of Complaint: (written Workers committee representative's
statements and any additional signature:

information attached)

..... Designation

.....

.....

..... Manager/Supervisor's signature.....

..... Personnel representative's signature

..... Date..... Place:.....

..... Noted on personal file by (signature)

Complaint against: Name Checked by Personnel Manager

Company Number Labour Officer's signature

Job Title Date and office stamp:

Department

Duration of warnings shall be
Verbal warnings – no duration
Written Warnings - 6 months
Final warnings - 12 months

SCHEDULE B

**NATIONAL EMPLOYMENT COUNCIL FOR THE CONSTRUCTION INDUSTRY OF
ZIMBABWE**

COMPLAINT FORM

1. EMPLOYEE

(a) Name ID. No.

(b) Address
.....

2. EMPLOYER

(a) Name

(b) Address
.....

(c) Telephone:

3. CONTRACT

(a) Site Location:

(b) Commenced:.....

(c) Terminated:

(d) Occupation:

4. COMPLAINT

.....
.....
.....
.....

Signature:

Date:

Complainant

5. IMMEDIATE SUPERVISOR'S COMMENT

.....
.....

To:.....
.....
(name of employee)

From:.....
.....
(Name and designation of employer representative)

You are hereby notified that it is alleged that on
..... (date)
You committed the following misconduct in breach of the Code of Conduct.
.....
.....
.....
(briefly state facts of the alleged offence)

Would you please provide your response to the allegations on the attached form by
..... latest
(time)

This notification was served by
.....
(Name)

Date: Signature
.....

In the presence of
.....
.....
(Name)

Date: Signature
.....

And received by the employee

Date: Signature
.....

NATIONAL EMPLOYMENT COUNCIL FOR THE CONSTRUCTION INDUSTRY OF ZIMBABWE

SCHEDULE D

Employees' Response To Allegations

To:.....
.....
(Name and designation of employer representative)

From:.....
.....
(name of employee)

1. I acknowledge receipt of the notification of investigation form

date.....
.....

2. I hereby respond to the allegations contained therein as follows:

.....
.....
.....
.....

3. The persons listed below are my witnesses

(i).....
.....

(ii).....
.....

(iii).....
.....

4.

(i) Signed.....
.....

(ii) Received.....
.....

(Employer representative)

(iii) Witnessed
.....
.....

Date

.....
.....
NATIONAL EMPLOYMENT COUNCIL FOR THE CONSTRUCTION INDUSTRY OF ZIMBABWE

SCHEDULE E

APPEAL FORM

To:.....
.....

From:
.....
.....

I,hereby appeal
against the decision of

.....for
the following reasons:-

.....
.....
.....
.....

Employee's
signature.....
.....

Witnessed
.....
.....

Date
.....
.....

**NATIONAL EMPLOYMENT COUNCIL FOR THE CONSTRUCTION INDUSTRY OF
ZIMBABWE**

SCHEDULE F

WARNING FORM

To be used in cases where it is deemed necessary to record a warning. The employee must be informed of the category of the warning, and that it will be filed in his Record of Service in the Human Resources Department.

(Mark appropriate block with an "X")

First.....

Second.....

Final.....

Employee's name ID.
No.....

(a) Reason for warning

.....
.....
.....
.....
.....

Department Head/Manager's Signature.....
Date.....

(b) Acknowledgement by employee that he/she understands the contents and implications of the warning.

Employee's signature

.....
.....

Note – This warning will be held on record of service file for a period of three/six/twelve months, after which it will be removed and destroyed.

Distribution: Original to employee

Copy to Human Resources Department

NATIONAL EMPLOYMENT COUNCIL FOR THE CONSTRUCTION INDUSTRY OF ZIMBABWE

SCHEDULE G

NOTICE TO ATTEND A DISCIPLINARY HEARING

From: Human Resources Department

Date.....

To.....ID No.....

Designation.....

Department.....

Notice is hereby given to you to attend a disciplinary hearing as specified below:

Time.....

Date.....

Venue.....

Reason(s) for the hearing

.....
.....
.....
.....
.....
.....
.....
.....

N.B. You have the right to have representatives and witnesses of your choice at the hearing if required. We advise that you liaise with the Workers Committee so that necessary arrangements can be made with the respective superiors for their release.

Notice served by

Name.....

Signature.....

Date.....

NATIONAL EMPLOYMENT COUNCIL FOR THE CONSTRUCTION INDUSTRY OF ZIMBABWE

SCHEDULE H

GRIEVANCE FORM

Date.....

To.....

Designation.....

From..... ID. No.....

Designation.....

I would like to bring to your attention and for redress the following grievance

.....
.....
.....
.....
.....
.....
.....
.....

Signature

Comments by Supervisor

.....
.....
.....
.....
.....
.....
.....

ANNEXURE 12

(Clause 17)

**NATIONAL EMPLOYMENT COUNCIL FOR THE CONSTRUCTION INDUSTRY
OF ZIMBABWE**

EMPLOYMENT AGREEMENT FORM

Memorandum of an Agreement entered into between

.....

of.....

(hereinafter referred to as the “Employer” of the one part)

And

.....

of.....

(hereinafter referred to as the “Employee” of the one part)

It is hereby agreed that: The Employer shall employ the Employee and the Employee shall serve the Employer as

1.1.....

(Trade, profession or capacity)

1.2 At

(Location)

1.3. For the purpose of

(Nature of work to be performed)

.....

2. Duration of employment. Set out hereunder is the Duration of Employment Agreement between the Employer and Employee

2.1 The Employee will initially be employed from the:

..... day of 20.....

2.1.1 Either Party may, during the Probationary Period terminate this Employment Agreement, by giving one (1) day’s Notice

2.1.2 After satisfactory completion of the Probationary period:

2.2 The Employee:

2.2.1 Will be employed for a period starting on the

..... day of 20

and terminating on either: the Day of 20.....

or

at such time as the work as described in 1.2. and 1.3. for which the Employee has been engaged, has been completed

If the Employer is unable to determine when the employment will be terminated, the Employee will be employed as per Section 3 below

Termination of Employment

- 3.1 Any termination of employment will be carried out in accordance with the relevant Clause in the current Collective Bargaining Agreement.
- 3.2 Disciplinary measures will be carried out in accordance with the procedures outlined in the industry’s Code of Conduct in terms of the current Collective Bargaining Agreement.

Terms of Employment

The terms of employment other than as to the matters herein mentioned shall be as provided by the relevant legislation for the time being applying to the type of work to be performed in terms of this Agreement, and to the area in which the Agreement is to be performed.

The relevant legislation requires the Employer to inform in writing on engagement, of the nature of his contract including

- (a) Grade/Class.....
- (b) Rate of Pay:
- (c) When wages will be paid:
- (d) The period of notice required to terminate the Agreement of Employment where applicable in accordance with Statutory Instrument 82 of 1992, Clause 28.
- (e) The hours of work;
- (f) Details of any bonus or incentive production scheme in operation
.....
- (g) Provision of Health and safety awareness pamphlets/regulations
.....
- (h) The nature and duration of any annual shutdown and leave entitlement.....
- (i) Provisions for benefits during sickness:
- (j) Vacation leave:
- (k) The obligation to abide by the Industry’s Code of Conduct

This Agreement Form protects the rights of both parties and is not an instrument of discipline nor a mechanism to legitimize poor employer practice.

To this end, no Employer shall require an Employee to sign more than one Employment Agreement Form on any single site unless any of the following conditions apply:-

- (a) There is a change of occupation, an upgrading or promotion
- (b) There has not been a break in continuity of employment and the requirement for a subsequent form has arisen from a transfer to another site and back
- (c) A period of 60 days or more has elapsed since the previous Employment Agreement was terminated.

Signed by the Parties at: on day of 20.....

As witnesses:

.....

.....

Employer / Representative

.....

As witnesses

.....

.....

Employee

.....

Dated at Harare this 3rd day of August 2012.

**CHAIRPERSON
C. Kabasa**

**DEPUTY CHAIRPERSON
M.N. Mazarura**

**CIFOZ PRESIDENT
P. Chiyangwa**

**ZBCA PRESIDENT
O. Chidawu**

**GENERAL SECRETARY
T. Dzokamushure**

