

Collective Bargaining Agreement: Electronic
Communications and Allied Industries

IT is hereby notified that the Collective Bargaining Agreement set out in the Schedule has been registered in terms of section 79 of the Labour Relations Act [Chapter 28:01].

SCHEDULE

ARRANGEMENT OF SECTIONS

Section

1. Title.
2. Application.
3. Interpretation.
4. Grading and wages.
5. Hours of work: employees other than shift-workers.
6. Hours of work: shift-workers.
7. Hours of work: vehicle-drivers.
8. Short-time.
9. Conversion of rates.
10. Payment of overtime.
11. Deductions.
12. Allowances.
13. Payment of wages.
14. Piece-work, task-work and work on a ticket system.
15. Incentive production schemes.
16. Special provisions: casual employees.
17. Special provisions: learners.
18. Subsistence allowance.
19. Standby allowance.
20. Vacation leave.
21. Special leave.
22. Weekly rest and remuneration during public holidays.
23. Maternity leave.
24. Sick leave.
25. Contract and notice.
26. Continuous service.
27. Recognition of years of service.
28. Record of service.
29. Protective clothing.
30. Gratuities on termination of employment.

Collective Bargaining Agreement: Electronic Communications and Allied Industries

Section

31. Copy of regulations and notice.
32. Private work.
33. Council dues and penalties.
34. Exemptions.
35. Administration.
36. Registration of employers.
37. Declaration.

FIRST SCHEDULE: Classification of occupations and minimum wages.

SECOND SCHEDULE: Gratuities.

Title

1. These regulations may be cited as the Collective Bargaining Agreement (Electronic Communications and Allied Industries) 2006.

Application

2. These regulations shall apply to—

- (a) the industry in which employers and employees are associated together for the purpose of repairing, servicing, manufacturing, assembling, supplying, installing and providing services related to: fixed or mobile communications and allied services, including transmission and infrastructure, computer networks and support products, internet and e-mail service providers, electronic amusement machines, electronic security systems, electronic business equipment, radio and television;

- (b) all employees in that industry engaged in any occupation that has been graded between A1 and C4 using the Paterson Job Evaluation System, or as listed in the guidelines given in the First Schedule, in the area of Zimbabwe.

Interpretation

3. In these regulations—

“annual shut-down” means a period, in addition to Christmas Day and New Year’s Day, during which an establishment may suspend operations over the Christmas and New Year period in terms of section 20:

1294

S.I. 247 of 2006

Provided that where Christmas Day and New Year’s Day fall on Sundays, the Monday following shall be added to the said period:

“casual employee” means an employee who is engaged by an employer for not more than a total of six weeks in any four consecutive months;

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

“continuous service” means, subject to the provisions of section 26, the total period of unbroken service of an employee with an employer;

“day off” means Sunday or that day in a week in place of Sunday on which an employee is not normally required in work;

“driver” means a person employed to do long distance or continuous driving as his main occupation. This does not include people who happen to drive short distances in the execution of their duties;

“emergency work” means work which must be performed immediately in order to prevent harm to the plant or the employees, or to nearby persons or properties;

“grade” means a grade arrived at using the Paterson Job Evaluation System and as listed in the First Schedule;

“guard” includes any employee employed as caretaker or watchman;

“industrial holiday” means any day prescribed as a paid holiday in terms of the Labour Act;

“learner” in terms of section 17, means any person who, whilst employed, is learning the requirements of a particular job without being specifically trained;

“medical practitioner” means any person who is legally permitted to practise as a medical practitioner in Zimbabwe;

“NEC for Electronic Communications and Allied Industry” means without in any way limiting the ordinary meaning of the expression, the industry in which employers and

1295

employees are associated together for the purpose of repairing, servicing, manufacturing, assembling, supplying, installing and providing services related to: fixed or mobile communications and allied services, including transmission and infrastructure, computer networks and support products, internet and e-mail service providers, electronic amusement machines, electronic security systems, electronic business equipment, radio and television;

“night shift” means a shift the majority of hours which fall between 8 p.m. and 5a.m.;

“over-time” means any time worked outside the ordinary weekly hours of work;

“Paterson Job Evaluation System” means the system of grading jobs according to the method developed and published by Professor T. T. Paterson;

“piece-work” means any system by which earnings are calculated wholly on the quantity or output of work done, irrespective of the time spent on such work;

“region” means a region specified in the Second Schedule to the Labour Relations (General) Regulations, 1985, published in Statutory instrument 368 of 1985;

“standby” is when an employee is required to be or is placed on alert by his employer so that he can be available for any callout work during the time which otherwise he normally would not be required to be at work;

“task-work” means a stated task set by an employer to an employee which has to be completed as a condition of earning a wage;

“ticket-system” means a system whereby an employee is engaged at a wage calculated by reference to the completion of a ticket on an agreed number of days worked or a record based on the number of days worked;

“wage” means the earnings of an employee but does not include any payment in respect of over-time or any bonus payment or other like benefits;

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

Grading and wages

4. (1) Every employer shall grade each job in their work place in accordance with the Paterson Job Evaluation System and shall accordingly place each employee in the correct grade for his particular job. For guidance most relevant job titles are listed and defined in the First Schedule.

(2) Subject to the provisions of subsections (5) and (6) no employee shall accept a wage amounting to less than that amount defined for his Grade as per the First Schedule.

(3) Learners on engagement learning work classified in Grades A1 to C4 shall be paid not less than the minimum prescribed for the grade immediately below that in which the employee is engaged as a learner.

(4) Learners already in employment learning work classified in Grades A1 to C4 shall be paid not less than their existing wage or the wage prescribed for a learner on engagement, whichever is the greater.

(5) An employee who, at the date of commencement of these regulations, is in receipt of a higher wage for his particular occupation than the wage prescribed in terms of this section shall not by reason of these regulations suffer any reduction in his wage.

(6) On promotion to a higher grade an employee—

(a) shall not be paid less than the wage he last received prior to his promotion; or

(b) shall be paid at least the minimum wage prescribed for such grade;

whichever is the greater.

(7) An employee who is required to perform work in a lower grade than that which he is normally employed shall be paid the wage applicable to the grade of work he normally performs.

(8) An employee other than a learner who is required to temporarily perform work in a higher grade than that in which he is normally employed shall be paid the wage applicable to such higher grade only for the period he is working at the higher grade.

(9) No employer shall withhold the wage of an employee for any time not worked if the employee was able and willing and was present at his place of work but the employer was unable or unwilling to furnish him with work:

Provided that this subsection shall not apply to any portion of an annual shut-down or to time not worked during a period of short time as provided in section 8.

Hours of work: employees other than shift-workers

5. (1) Subject to the provisions of section 6(1), the provisions of this section shall not apply to shift-workers.

(2) The ordinary hours of work for employees, other than guards shall not exceed forty-five hours per week or ten hours per day.

(3) The ordinary hours of work for guards and security response personnel shall not exceed fifty-six hours per week or, in any period of twenty-four hours, shall not exceed ten hours in the case of guards and twelve hours in the case of security response personnel.

(4) An employer may request, but shall not require an employee other than a vehicle driver referred to in section 7 to work over-time, and shall, whenever possible, give at least twenty-four hours' notice to the employee of such request.

(5) Where an employee is requested to work over-time for the purpose of rendering emergency work, he shall not decline such request without reasonable excuse.

(6) Except in the case of emergency work, no employer shall require or permit an employee, other than a guard, to work more than fifty-five hours, ordinary time and over-time included, in any one week:

Provided that no employer shall require or permit an employee, other than a guard, to work more than ten hours, ordinary time and over-time included, in any period of twenty-four hours.

(7) Every employee shall receive at least one day off duty every week.

(8) An employee shall not be required to work—

- (a) on his day-off, except in case of emergency work; or
- (b) on his day-off in successive weeks.

(9) An employer shall permit all employees to have a break of fifteen minutes between the second and fourth hour after starting work.

(10) No employer shall require or permit any employee other than a guard, to work for a continuous period of more than five hours without a break of at least thirty minutes:

Provided that such continuous period shall not be deemed to be broken by the break prescribed in subsection (9).

Hours of work: shift-workers

6. (1) The provisions of sections 5(3), 5(4), 5(6), 5(7), 5(8), 5(9) and 5(10) shall apply to shift workers.

(2) The ordinary hours of work for shift-workers, excluding guards and security response personnel, shall not exceed forty-five hours per week or nine hours and thirty minutes in any period of twenty-four hours.

(3) No employer shall permit a shift-worker to work for a continuous period of more than five hours without a break of at least fifteen minutes.

(4) Every employer shall provide each shift worker with a free beverage or adequate facilities for preparing a beverage during the prescribed fifteen minute break.

(5) No employee shall be required to work two shifts in one day except for the purpose of changing shifts or in the case of emergency work and no employee shall commence work on the new shift until at least eight hours have elapsed after completion of his previous shift.

(6) Nothing contained in this section shall confer any right to payment for over-time on any shift-worker who is required to work two shifts in one day for the purpose of changing shifts.

(7) No shift-worker, other than a guard or security response person, shall be kept on night-shift for more than a continuous period of four weeks without his consent.

(8) A shift worker who is changed from night-shift to day-shift shall be placed on day-shift for a period at least equal to the period he was on night-shift unless he otherwise agrees.

Hours of work: vehicle-drivers

7. (1) The ordinary hours of work for drivers shall not exceed forty-five hours per week or ten hours per day.

(2) An employer may request but shall not require a driver to work over-time and shall, whenever possible, give at least forty-eight hours' notice to such employee of such requirement.

(3) Every driver shall receive at least one day off duty in each week.

(4) A driver shall not be required to work on his day off, except where he is requested to render emergency work.

(5) Where two drivers are employed on a vehicle, it shall be permissible for each driver to drive for eight hours, after which time he shall receive a break of at least thirty minutes.

(6) An employer shall pay for long distance or continuous night-driving, regardless of whether the employee is doing the actual driving or acting as a companion driver at one and half times the current hourly rate of the employee.

(7) No driver shall be permitted to drive for more than eleven hours in any one day, except in the case of emergency work.

(8) In the case of emergency work, the permissible driving hours laid down in subsection (8) may be increased by not more than four hours in one day:

Provided that, in such case, the driver shall be given a period of rest every twenty-four consecutive hours before commencing driving.

Short-time

8. (1) An employer may place all or some of his employees on short-time for a period of not less than one week and not more than two months in any one year.

(2) An employer shall first obtain the written approval of council before placing any employees on short-time.

(3) An employer shall give at least one week's notice to each employee concerned of the requirement to work short-time.

(4) Notwithstanding the provisions of section 25, an employee may, at any one time during the one week's notice referred to in

subsection (3), give his employer notice of the termination of his contract of employment as from the time when short-time is to start: Provided that, during the period of notice, the employee shall receive his current wage.

(5) During a period of short-time, an employee shall be paid for the hours actually worked by him:

Provided that no employee shall be paid less than half and not more than three quarters of his usual weekly or monthly wage.

(6) The council may grant an application for approval to work short-time made in terms of subsection (2) if it is satisfied that—

(a) it is economically necessary for the establishment to work short-time; and

(b) the establishment will be able to resume normal hours of work within a reasonable time; and

(c) it would not be in the interest of the employees to be discharged.

(7) The approval issued in terms of subsection (2) shall state—

(a) the name of the employer:

(b) the address of the establishment; and

(c) the class or classes of employees affected.

(8) An employer shall give his employees at least one working day's notice of resumption of normal hours of work.

Conversion of rates

9. (1) For the purpose of converting a weekly wage to—

(a) the hourly equivalent, the weekly wage shall be divided by the number of hours ordinarily worked in a week; or

(b) the daily equivalent, the weekly wage shall be divided by the number of days ordinarily worked in a week; or

(c) the monthly equivalent, the weekly wage shall be multiplied by four and one third; or

(d) the annual equivalent, the weekly wage shall be multiplied by fifty-two.

(2) Computations analogous to those set out in subsection (1) shall be used when converting an hourly, daily, monthly or annual wage.

Payment of overtime

10. (1) The provisions of this section shall apply to all employees who are covered by this agreement.

(2) An employer shall pay for each hour or part of an hour for over-time in excess of fifteen minutes worked by an employee:—

- (a) during the first twelve hours in any one week—at one and half times the employee's current hourly wage; and
- (b) thereafter, at double the employee's current hourly wage.

(3) Notwithstanding the provisions of subsection (2), for each hour or part of an hour worked by an employee on a day off, an employer shall pay for over-time at double the employee's current hourly wage.

(4) Notwithstanding the provisions of subsection (2) for each hour worked or part of an hour in excess of fifteen minutes worked by an employee on an industrial holiday, an employer shall pay for over-time:—

- (a) during the ordinary hours of work for the day of the week on which the industrial holiday falls, at the employee's current hourly wage;
- (b) outside the ordinary hours of work for the day of the week on which the industrial holiday falls, at double the employee's current hourly wage.

Deductions

11. (1) No deductions or set-off of any description shall be made or allowed from any remuneration except—

- (a) where an employee is absent from work on days other than paid industrial holidays or days of leave to which he is entitled, the proportionate amount of his remuneration only for the period of such absence;
- (b) amounts which an employer is compelled by law or legal process to pay on behalf of an employee;
- (c) where an employee has received an advance of remuneration due, the amount of such advance, up to an amount not exceeding twenty-five per centum of the gross remuneration owed;

(d) by written stop-order for contributions to insurance policies, pension funds, medical societies, building societies, burial societies and registered trade unions;

(e) by written consent of an employee, for repayment of money lent by the employer on terms that have been mutually agreed between the parties concerned;

(f) an amount recovered for payments made in error.

(2) The aggregate amount of permissible deductions, other than those covered under (1)(b), that may be made from the remuneration of an employee in any pay interval shall not exceed twenty-five per centum of the employee's gross remuneration for that interval:

Provided that upon termination of an employee's service an employer may deduct from the total remuneration due to the employee an amount equal to any balance which may be due to the employer in terms of subsections (1)(a), (1)(c), (1)(e) or (1)(f).

Allowances

12. (1) Where regular allowances for transport, accommodation or any other such expense are provided for in the salaries and wages table contained within The First Schedule, and as amended from time to time, these allowances may be substituted all, or in part, by the provision of appropriate services which are considered to be not less favourable than the payment of the respective allowance.

(2) These allowances do not form part of the employee's basic pay for the purposes of calculating gratuities and or terminal benefits in accordance with section 30. All allowances, unless specified differently in the First Schedule, shall be payable monthly irrespective of periods of paid leave or industrial holidays occurring within the month.

(3) If an employee takes maternity leave or sick leave as per section 23 or 24 any allowance that is intended to facilitate the employees' attendance at work and is thus now not incurred by the employee as they are not attending work, may be withheld for the period of such time the employee is away from work.

Payment of wages

13. (1) Every employer shall pay wages in cash, by cheque or through the bank to each employee, weekly, fortnightly or monthly, as the case may be, on or by due date:

Provided that payments for over-time, bonuses and allowances shall be made to each employee within seven working days of due date.

(2) When the services of an employee are terminated, payment of all remuneration due shall be made immediately, unless the services of such employee are terminated summarily, when payment shall be made within twenty-four hours of the termination of service.

(3) All remuneration shall be paid in cash, by cheque or through the bank and shall be accompanied by a wage-slip showing—

- (a) the name and grade of the employee; and
- (b) the wage rate; and
- (c) the total number of hours worked; and
- (d) the amount of over-time; and
- (e) bonus and allowances, irrespective of whether paid on behalf of or to the employee; and
- (f) deductions for absence without leave or other deductions permitted in terms of section 11; and
- (g) the net amount received by the employee; and
- (h) the period for which payment is made.

(4) Notwithstanding the provisions of subsection (3), the council may, on application by an employer, authorize such employer to use some other means of informing his employees of the make-up of their remuneration.

Piece-work, task-work and work on a ticket system

14. (1) No employer shall give out, and no employee shall perform work on—

- (a) a piece-work basis; or
- (b) a task-work basis; or
- (c) a ticket system.

Incentive production schemes

15. (1) Notwithstanding the provisions of section 14, an employer may operate an incentive production scheme whereby the remuneration of an employee in excess of the minimum wage and over-time if any, may be determined by the quantity of output or measurement of work performed.

Special provisions: casual employees

16. (1) An employee of a grade or designation listed in the First Schedule who is a casual employee shall be paid double the minimum wage specified for his grade in the First Schedule.

(2) The period of notice to be given to casual employees by either party shall not be less than twenty-four hours whenever a specific task or period is not defined.

Special provisions: learners

17. (1) An employer may engage an employee as a learner in respect of one or more operations for occupations classified in Grades A1 to C4.

(2) The contract of learnership shall last not more than six months.

(3) No employer shall employ more than one learner for every five qualified employees employed in that grade:

Provided that where an employer employs less than five qualified employees in that grade, he may employ not more than one learner.

Subsistence allowance

18. (1) An employee who is required to work so far from his usual place of work as to necessitate his sleeping away from home shall be conveyed to and from such place at the employer's expense, and shall be paid in addition to his wages for the time during which he is away from home—

- (a) necessary and reasonable proved travelling and subsistence expenses; or
- (b) where such reasonable facilities are not available, or where the employee chooses to be paid cash, an unproven allowance calculated as a percentage of the minimum monthly basic wage for the employee's grade. The percentages to be used are as follows:

(i) Accommodation	10.0%
(ii) Breakfast	0.6%
(iii) Lunch	0.9%
(iv) Dinner	1.2%

- (c) in all cases a disturbance allowance calculated as 1% of the minimum monthly basic wage for the employee's grade shall be paid per night away from home.

Standby allowance

19. (1) An employee who is required by the employer to be on standby shall be paid an allowance calculated as 1% of the minimum monthly basic wage for the employee's grade, per 24 hour period on which the employee is on such standby, provided he/she is not called out and then paid for hours worked on call out.

Vacation leave

20. (1) In this section, "qualifying service", in relation to an employee, means any period of employment following the completion of the employee's first year of employment with an employer.

(2) Unless more favourable conditions have been provided for in any employment contract or any enactment, paid vacation leave shall accrue in terms of this section to an employee at the rate of—

- (a) one and five sixths working days for each completed month of continuous service, in the case of an employee who works a five-day week; or
- (b) two and one sixth working days for each completed month of continuous service, in the case of an employee who works a six-day week;

(3) The rates in subsections (2)(a) and (2)(b) shall apply after the employee's qualifying service of each year of employment, subject to a maximum accrual of sixty-six working days' paid leave in the case of an employee who works a five-day week or seventy-eight working days' paid leave in the case of an employee who works a six-day week:

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

(4) All Saturdays, Sundays and gazetted public holidays falling within a period of vacation leave shall not be counted as part of vacation leave.

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

(6) An employee intending to proceed on vacation leave shall give the employer a notice of such intention which is not less than the number of working days which the employee intends to take as vacation leave:

Provided that where undue hardship would be caused to the employer, the employee shall be entitled to proceed on vacation leave within four weeks of his application.

(7) Where an establishment has an annual shutdown employees may be required to take their vacation leave during that shutdown.

Special leave

21. (1) Special leave on full pay not exceeding twelve calendar days in a calendar year shall be granted by the employer to an employee:—

- (a) who is required to be absent from duty on the instructions of a medical practitioner because of contact with 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 police;
- (e) on the death of a spouse, parent, child or legal dependant;
- (f) on any justifiable compassionate ground.

Weekly rest and remuneration during public holidays

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

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

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

Maternity leave

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

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

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

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

(4) A female employee who has served for less than one year and who requires leave for maternity purposes, shall, at her request, be granted ninety days' maternity leave without pay:

Provided that if, during such leave, she completes one year's service, she shall be paid her full salary for so much of such leave as is taken during her second year of service, and the period for which she is so paid shall count as one of the periods of paid maternity leave referred to in subsection (3).

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

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

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

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

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

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

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

Sick leave

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

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

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

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

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

the employer may terminate the employment of the concerned.

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

Contract and notice

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

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

- (a) the name and address of the employee;
- (b) the period of time, if limited, for which the employee is engaged;
- (c) his grade;
- (d) his wage and when it will be paid; and
- (e) the hours of work; and
- (f) the terms of probation, if any;
- (g) the terms of any employment code;
- (h) particulars of the benefits receivable in the event of sickness or pregnancy;

- (i) particulars of any bonus or incentive production scheme;
- (j) the nature and duration of annual shutdown; and
- (k) particulars of vacation leave and vacation pay;
- (l) particulars of other benefits provided under the contract of employment.

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

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

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

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

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

- (a) one week in the case of casual or seasonal work; or
- (b) three months in any other case.
- (6) Whenever an employee has been provided with accommodation directly or indirectly by his employer, the employee shall not be required to vacate the accommodation before the expiry of a period of one month after the period of notice specified in terms of subsection (4) or (5).

(7) Notwithstanding subsections (4) or (5), the parties to any contract of employment may, by mutual agreement, waive the right to notice:

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

Continuous service

26. (1) Continuous service shall be deemed to be broken only by death, resignation, retirement or discharge of the employee concerned:

Provided that an employee who is discharged and re-engaged by the same employer within three months of such discharge shall be deemed not to have broken his continuous service.

(2) A period of absence without permission of the employer or a period of absence between discharge and re-engagement of less than three months, shall not be taken into consideration in calculating any subsequent benefits in terms of sections 28 and 30, except where a gratuity has been paid out, in which case the gratuity payable on the subsequent death, resignation, retirement or discharge of such employee may be reduced by the service covered by the payment made.

(3) If, upon the change of ownership of an establishment, an employee enters the service of the new owner, or continues his employment in the establishment, his service with the previous owner shall be reckoned as service with the new owner, and shall be deemed not to have been broken by such change of owner:

Provided that if, upon the change of ownership of the establishment, an employee is paid by the previous owner a gratuity in terms of section 30 in respect of his service with that owner, the gratuity payable by the new owner on the death, resignation, retirement or discharge of such employee may be reduced by the service covered by the payment made by the previous owner.

Recognition of years of service

27. (1) If an employee completes 5, 10 or 15 years continuous service in the same grade his minimum basic wage shall be higher than the designated minimum basic wage for that employee's grade. The minimum amount of this increase shall be determined by applying the

relevant percentages given in subsections (a) to (c) below, to the difference between the minimum monthly basic wage for the employee's actual grade, and the minimum monthly basic wage for the next highest grade.

(2) For employees in grade C4 the difference to be used for these calculations should be taken as being between the difference between the minimum monthly basic wages for grades C3 and C4—

(a) 5–9 years service	25%
(b) 10–14 years service	50%
(c) 15 + years service	75%

Record of service

28. (1) An employee whose services are terminated, for any cause whatsoever, may request a record of service from his employer.

(2) The record of service supplied by the employer to the employee should specify the period of service served by the employee and occupation in which he was employed.

Protective clothing

29. (1) Every employer shall supply, free of charge serviceable, water proof caps, overcoats, overalls or suitable protective clothing to every employee if—

(a) in the course of his duties, such employee is habitually exposed to inclement weather; or

(b) such protective clothing is reasonably required for the occupation or operation in which the employee is engaged.

(2) Protective clothing issued in terms of subsection (1) shall—

(a) remain the property of the employer if he is responsible for mending, washing and otherwise maintaining such clothing; or

(b) become the property of the employee after three months of continuous service if he is responsible for mending, washing and otherwise maintaining such clothing:

Provided that emblems and insignia provided by the employer to be worn on such clothing shall remain the property of the employer and may be removed.

- (3) An employee issued with clothing that is subject to the terms of subsection (2)(a), who—
- (a) fails to return such clothing on resignation, retirement or discharge; or
 - (b) loses such clothing due to his own negligence:
- shall be liable for the cost of replacement, and the employer may recover such amount from any moneys due to such employee.
- (4) An employer who recovers the cost of replacement of clothing from an employee in terms of subsection (3) shall make due allowance for fair wear and tear in assessment of such cost.
- (5) An employer may supply each employee with a security identity card, free of charge, which shall remain the property of the employer, and shall be returned to the employer on termination of service of each employee.
- (6) An employee may be required to refund to the employer any part of the cost of a security card referred to in subsection (5) if he fails to return it to his employer on termination of service.

Gratuities on termination of employment

30. (1) An employee who has completed 5 or more years of continuous service shall, on termination of such employment, irrespective of the circumstances of such termination be paid a gratuity of not less than the amount derived by multiplying the number of completed years of continuous service by the appropriate percentage, as set out in the Second Schedule, of his current monthly wage on termination.
- (2) If an employee who has completed 5 years or more years of continuous service dies before receiving gratuity in terms of subsection (1), there shall be paid to his estate the sum which the employee would have received if his contract of employment had terminated on the day of his death.
- (3) Notwithstanding the provisions of subsections (1) and (2), any gratuity payable to, or to the estate of, an employee under this section may be offset, in part or in full, if the employer has made provision for him by means of a pension or gratuity scheme registered as a fund in terms of the Pension and Provident Funds Act [Chapter

24:09], provided that the total benefits received are not less favourable than those prescribed in this section.

Copy of regulations and notice

31. (1) Every employer shall exhibit a copy of this Collective Bargaining Agreement and all amendments thereto in a place easily accessible to every employee.
- (2) No person shall alter, deface or remove or cause to be altered, defaced or removed, a copy of the regulations, save on the instructions of the employer carrying out his responsibilities under subsection (1).

Private work

32. (1) No employee shall solicit or take orders for, or undertake, any work on his own account, to the detriment of his employer, for gain, fee or reward, in a similar capacity in which he is normally employed.

Council dues and penalties

33. (1) All employers and employees in jobs classified in the First Schedule engaged in the industry shall pay dues to the council and all employers shall deduct from the wage or salary of each of the said employees the appropriate due.

(2) The dues to be paid monthly in arrears falling due at the end of the month in which the income was earned. Interest will be charged at prevailing bank overdraft rates on any monies not remitted by due dates.

(3) The dues to be paid by each employee every month shall be at the rate of one *per centum* (1%) of the employee's gross monthly wage or salary with the employer also contributing 1% for the same employee.

Exemptions

34. (1) The council may, in its sole discretion, and upon such terms and conditions as it may determine, grant exemption, in writing, from any of the provisions of this agreement to an employer or an employee.

(2) Applications for exemption in terms of subsection (1) shall be made, in writing, to the council, giving reasons thereof.

(3) Any such exemption granted may be withdrawn by the council, at any time, in its sole discretion.

Administration

35. (1) The Council shall be the body responsible for the administration of this agreement, and may issue expressions of opinion not inconsistent with the provisions for employers and employees.

Registration of employers

36. (1) Every employer whose name was not on the register of employers as at the coming into force of this agreement shall, within one month of this agreement coming into force, notify the Secretary of the following—

- (a) full name and business address—
 - (i) in the case of a single employer, his full name and if, he carries on business under a trade name, such trade name in full;
 - (ii) in the case of two or more persons carrying on business in partnership, the full names and addresses of the partners and managers, the full partnership or trade name and the address at which the partnership business is carried on;
 - (iii) in the case of a corporate body, the full names and addresses of its directors and managers, the full registered name of the company and trading name, the address of its registered office, the address at which operations shall fall within the scope of the agreement are carried on, the name of its holding company;
 - (iv) if any, the names of its subsidiary company, if any, together with their respective officers, the names of their respective directors and addresses of all establishments owned or controlled by any of such companies;
- (b) a description of the trade or operation carried on by the employer.

(2) Every employer who enters the industry after the coming into force of this agreement shall, within one month of becoming an employer in the industry, render a declaration to the Secretary, containing the following particulars, in the form prescribed—

- (a) full name of the owner, licence and manager;
- (b) residential address of owner, licence and manager;
- (c) the trading name of the establishment from which the employer operates;
- (d) address of the establishment from which the employer operates;
- (e) in the case of a corporate body or partnership, the names and addresses of the directors or partners.

(3) The Secretary shall enter in the council's register of employers, the trading name of every employer who complies with the requirements of subsections (1) and (2).

(4) The Secretary shall issue a certificate of registration, on the form prescribed by the council bearing the registration number to every employer registered in terms of subsection (2).

(5) Every employer shall display the Certificate of Registration issued in terms of subsection (4) in an accessible place for inspection by designated agents during visits, who should be given access to inspection in terms of section 63 of the Labour Act [Chapter 28:01].

(6) Upon receipt of the intention by the employer to wind up his business, the Secretary shall ask the designated agent to verify the issue and report to the council.

Declaration

37. (1) The employers' organization and the trade union, having arrived at the agreement set forth herein, the undersigned hereby declare the foregoing is the consolidated agreement arrived at and affix their signatures thereto.

Signed at Harare on the 10th day of January, 2006.

DAVID T. EASTERBROOK,
Chairman of the Council.

Collective Bargaining Agreement: Electronic
Communications and Allied Industries

PATIENCE TITIYA,
Secretary of the Council.

DAVID T. EASTERBROOK,
Chairman of Electronic Communications
and Allied Industry Employers' Association.

VUKILE. T. KUPE,
General Secretary of Electronic Communications
and Allied Industry Workers' Union.

FIRST SCHEDULE

CLASSIFICATION OF OCCUPATIONS AND MINIMUM WAGES

All grades should be arrived at in accordance with the Paterson Job Evaluation System. The following examples of job titles and their relevant grades are given for guidance:

	Monthly minimum wage \$	Transport \$
BAND A		
<i>Subgrade A1</i> —General hand (unskilled) less than 1 week training/experience—	6 364 800	640 000
Cleaner		
Gardener		
Sweeper		
<i>Subgrade A2</i> —General hand (unskilled) less than 1 month training/experience	6 549 600	640 000
Caretaker		
Driver's assistant		
Fettler		
Groundsman		
Messenger		
Packer		
Petrol attendant		
Polisher/Sander		
Rexine coverer		
Solder operator		
Teamaker		
Veneer jointer		

1318

S.I. 247 of 2006

	Monthly minimum wage \$	Transport \$
<i>Subgrade A3</i> —General hand (unskilled) 1 month training/experience—	6 823 400	640 000
Assembler		
Bin feeder		
Cabinet finisher		
Darkroom developer		
Drills and tapping operator		
Fly Press operator		
Machine operator		
Pegger		
Screen printer		
Scooter messenger		
Soldermatic operator		
Spot welders		
Stencil cutter		
Stores assistant		
Wire cutters		
BAND B		
<i>Subgrade B1</i> —Worker (semiskilled) between 1 to 3 months training/experience—	7 179 400	640 000
Administration clerk		
Data capture clerk		
Dispatch clerk		
Driver (light motor vehicle)		
Driver/messenger		
Filing clerk		
Security guard		
Spray painter (semi-skilled)		
Storeman		
<i>Subgrade B2</i> —Worker semiskilled between 3 months to 1 year training/experience—	7 709 200	640 000
Aligner/tester		
Assistant electrician		
Assistant installer		
Assistant line inspector		
Clerk		
Driver (heavy motor vehicle)		
Machinist		
Receptionist		

1319

Collective Bargaining Agreement: Electronic
Communications and Allied Industries

	Monthly minimum wage \$	Transport \$
<i>Subgrade B3</i> —Worker semiskilled between 3 months to 1 year training/experience—	8 399 000	640 000
Cable joiner		
Faultsman		
Faults receptionist		
Handyman (assistant to technician)		
Human resources assistant		
Installer		
Production line supervisor		
Rental sales clerk		
Repairer		
Secretary		
Section leader		
Sheet metal worker		
<i>Subgrade B4</i> —Worker semiskilled less than 2 years training/experience— supervises B Band employees—	9 236 400	640 000
Cashier		
Counter sales representative		
Executive secretary		
Internal sales representative		
Personal assistant		
Semi skilled technician		
Semi skilled welder		

BAND C

<i>Subgrade C1</i> —Skilled worker 2 years training and experience—	10 300 000	640 000
Bookkeeper		
Computer technician (trade tested)		
Motor mechanic (trade tested)		
Software administrator		
Technician (trade tested)		
Welder (trade tested)		

1320

S.I. 247 of 2006

	Monthly minimum wage \$	Transport \$
<i>Subgrade C2</i> —Skilled worker 2 to 3 years training and experience—	11 570 000	640 000
Account manager		
Computer technician (qualified)		
Faults controller		
Motor mechanic (qualified)		
Salaries officer		
Sales representative		
Technician (qualified)		
Telephone technician (qualified)		
Welder (qualified)		
Workshop technician (qualified)		
<i>Subgrade C3</i> —Skilled worker more than 3 years training and experience— Creditors administrator	130 274 000	640 000
Credit controller		
Engineer		
Personnel and admin officer		
Sales executive		
Senior sales representative		
<i>Subgrade C4</i> —Skilled worker more than 3 years training and experience— supervises C Band—	14 652 600	\$640 000
Assistant accountant		
Assistant manager		
Buyer		
Foreman		
Stores controller		
Systems analyst		
Technical supervisor		

The above minimums are based on the old currency which ended on 31st July 2006, therefore the minimum wages and transport allowance will change from time to time as amended by both parties to the Council.

1321

Collective Bargaining Agreement: Electronic Communications and Allied Industries

In this Schedule—

- "draughtsman (class 1)" means an employee who produces detailed drawings without assistance to the satisfaction of an employer, to enable a skilled worker to produce articles from such drawings;
- "draughtsman (class 2)" means an employee engaged to learn the work prescribed in the definition of a draughtsman (class 1);
- "electroplater" means an employee capable of setting up and working electroplating and anodising tanks and analysing chemical contents of tanks, and who is fully in charge of all plating and polishing process associated therewith;
- "junior computer operator" means an employee who activates and feeds a computer, but who has less than one year of service in the occupation;
- "parent industry agreement" means in respect of the building trades listed in the definition of "designated trade" therein, the agreement published in Statutory Instrument 402 of 1983, as amended from time to time;
- "cabinet-maker" means an employee who has served an apprenticeship, is employed as a charge-hand, and is able to make up any required article of furniture from start to finish;
- "chief dispatch clerk" means an employee engaged in the dispatch of export and stock control and who is in charge of dispatch department;
- "complete aligner" means a person engaged on complete alignment including intermediate frequency and radio frequency stages;
- "computer operator" means an employee who activates and feeds a computer, and who has had more than one year of service as a junior computer operator;
- "dispatch clerk" means an employee engaged on despatch work, including the compilation of rail notes and customs forms and checking and packaging of goods and invoicing;
- (b) in respect of the mechanical and electrical engineering trades listed in the definition of "journeyman" therein, the agreement published in Rhodesia Government Notice No. 11134 of 1971, as amended or replaced from time to time;
- (c) in respect of the motor trades listed in the definition of "journeyman" therein, the agreement published in Statutory Instrument 55 of 1980, as amended or replaced from time to time;
- (d) in respect of the printing trades listed in the definition of "designated trade" therein, the agreement published in Statutory Instrument 54 of 1980, as amended or replaced from time to time.

- "plastic welding machine operator" means an employee who operates a plastic welding machine for the purpose of fusing together two pieces of plastic material;
- "plater" means an employee who processes all work along normal electroplating or anodising lines under the supervision of an electroplater;
- "electronic Communications, Radio, TV Manufacturing and Allied Industry" means without in any way limiting the ordinary meaning of the expression, the industry in which employers and employees are associated together for the purpose of manufacturing and assembling radio, television or electronic apparatus or components thereof or accessories thereto, and includes all processes incidental to the foregoing;
- "radio fault finder and repairer" means an employee who is capable of fault finding and repairing radios;
- "recorder" means an employee engaged in counting or recording or both, and keeping records of stores or manufactured items;
- "saw sharpener" means an employee who is engaged in sharpening circular saw by means of a file or on an automatic or semiautomatic machine designed for such work;
- "senior supervisor" means an employee who is responsible for the discipline and supervision of more than thirty employees;
- "skilled worker" means a person who has been certified in terms of Manpower Planning and Development Act [Chapter 28:02], or the holder of a journeyman registration certificate issued by a National Industry Council before the 1st February, 1982, and recognised by the Registrar of Apprenticeship and Skilled Manpower;
- "skilled worker's work" has the meaning assigned to it in the respective parent industry agreements;
- "spray-gun operator" means an employee who operates a spray-gun to apply various finishers to component parts of cabinets;
- "supervisor" means an employee who is responsible for the discipline and supervision of not less than ten and not more than thirty employees.
- "woodworking machinist" means an employee who operates the following machines—
- (a) radial arm or cross-cut saw;
 - (b) surface planner;
 - (c) handsaw;
 - (d) double cross cut saw;
 - (e) spindle;
 - (f) router;
 - (g) mortiser;
 - (h) tenoner;
 - (i) lathe;

Collective Bargaining Agreement: Electronic
Communications and Allied Industries

- (j) preform press;
(k) veneer guillotine;

on which operations may include—

- (i) making adjustments to fences and stops where such adjustments are controlled by calibrated dials or measuring devices which are part of the machines or a carpenter's rule;
(ii) hand sharpening of cutters of pedestal of bench grinding machines and sharpening of saws by hand filing;
(iii) making wooden positioning devices used to obtain uniformity of components in repetitive production of such components excluding fixing or mounting such devices on such machines.

SECOND SCHEDULE (Section 29)

GRATUITIES

Length of service Years	Percentage of monthly wage on termination of employment
5	15%
10	20%
11	21%
12	22%
13	23%
14	24%
15	25%
16	26%
17	27%
18	28%
19	29%
20	30%
21	31%
22	32%
23	33%
24	34%
25	35%
26	36%
27	37%
28	38%
29	39%
30	40%
31	41%
32	42%
33	43%
34	44%
35	45%

Supplement to the Zimbabwean Government Gazette dated the 24th November, 2006.
Printed by the Government Printer, Harare.