

Collective Bargaining Agreement: Lumber Milling, Timber
Processing and Trading Industry (General Conditions)

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IT is hereby notified that the Collective Bargaining Agreement set out in the Schedule, which replaces the agreement published in Statutory Instrument 269 of 2000, has been registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR LUMBER
MILLING, TIMBER PROCESSING AND TRADING
INDUSTRY IN ZIMBABWE

COLLECTIVE BARGAINING AGREEMENT: LUMBER
MILLING, TIMBER PROCESSING AND TRADING
INDUSTRY (GENERAL CONDITIONS)

Made and entered into in accordance with provisions of the Labour Act [*Chapter 28:01*] between the Timber Processors and Traders Association (hereinafter referred to as “the employers” or “the employers’ organisation”), of the one part, and the Zimbabwe Furniture, Timber and Allied Trades Union (hereinafter referred to as

“the employee” or “the trade union”), of the other part, being parties to the National Employment Council for the Lumber Milling, Timber Processing and Trading Industry.

Scope of application of the agreement

1. (1) The terms of this agreement are binding upon and shall be observed by—

- (a) all employers and employees employed in the Lumber Milling, Timber Processing and Trading Industry in Zimbabwe;
- (b) all other employers and employees employed in the occupations listed in the First Schedule to the agreement and who are employed within the area of Zimbabwe.

(2) 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 any other provision. In the event of any provision of this agreement being inoperative or *ultra vires* the powers of the parties or the Act or regulations made hereunder, either before or after registration of this agreement under the provisions of the Act, this shall in no way affect the remainder of the agreement, which shall, in that event, constitute the agreement.

Period of operation of the agreement

2. This agreement shall come into operation on the date of its signature and shall remain in force indefinitely; provided that the parties shall re-negotiate any aspect of the agreement at any time or as provided for in any law.

Interpretation

3. (1) Any expression which is used in this agreement and which is defined in the Act, shall have the same meaning as in the Act, unless otherwise defined or specified; any word written in the masculine gender shall also include the feminine gender; and any word in the

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singular shall include the plural sense.

(2) Further, unless inconsistent with the context—

“Act” means the Labour Act [*Chapter 28:01*] as may be amended or replaced from time to time;

“annual shut down” means a period during which an establishment may suspend operations for annual maintenance, which may be used for annual leave in terms of section 14;

“casual employee” means an employee whose engagement is for a period of not more than a total of six weeks in any four consecutive months;

“charge hand” means an employee who is specifically charged with supervisory responsibility for the conduct of factory operations, the safe custody of stock and the co-ordination of production within any demarcated section or sections of the premises, or in respect of any specific class or classes of merchandise in the establishment;

“clerk (class 1)” means a clerk engaged in dispatch documentation and factory returns;

“clerk (class 2)” means a clerk engaged in receiving and executing orders, placing orders for factory requirements and statistical work;

“clerk (class 3)” means a clerk doing clerical work of more advanced nature than specified in classes 1 and 2;

“clerk (class 4)” means a clerk engaged in calculating wages from a given set of data and reconciliation of the same, the extension of invoices, works costing sheets from given data, the recording and filing the above and carrying out work of general clerical nature as instructed and will be doing work of more advanced nature than specified for classes 1, 2 and 3 clerks;

“clerk (senior) means a clerk with an advanced educational level such as a bookkeeping diploma and doing work of a more advanced nature than specified in classes 1,

2, 3 and 4 clerks;

“continuous service means the total period of unbroken service of an employee with an employer in terms of section 21;

“contract worker” means an employee engaged for a specified period or a task;

“Council” means the National Employment Council for the Lumber Milling, Timber Processing and Trading Industry;

“day” means the period of 24 hours from midnight to midnight;

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

“day shift” means any shift, which is not a night shift;

“designated Agent” means a designated agent of the Council appointed in terms of the Act;

“debarking unit” means a machine which debarks logs automatically;

“emergency work” means work which must be performed immediately in order to prevent harm to the employer’s property, plant, assets or employees or to nearby persons or properties, or in the national interest;

“employee” means any person who performs work or services for another person for remuneration or reward on such terms and conditions that the first mentioned person is in a position of economic dependency upon or under an obligation to perform duties for second mention person and includes a person performing work or services for another person—

- (a) in circumstances where, even if the person performs the work or services supply his own tools or works under flexible conditions of service the hirer provides the substantial investment or assumes the substantial risks of the undertaking; or
- (b) in any other circumstances that more closely resemble the relationship between an employee

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and an employer than that between an independent contractor and hirer of services;

“employer” means any person whatsoever who employs or provides work for another person and remunerates or expressly or tacitly undertakes to remunerate him and includes—

- (a) the manager agent or representative of such person who is in charge or control of the work upon which such other person is employed; and
- (b) the judicial manager of such person appointed in terms of the Company’s Act [*Chapter 24:03*]; or
- (c) any employer as defined by the Act;

“employer party” means registered employers’ organisation, which is a party to this agreement;

“First Aid attendant” means an employee who holds a certificate of competency in first aid issued by either the St. John’s Association or the Red Cross Society;

“establishment” means any factory, works, production or assembly plant, together with the associated stores, offices, detached units and off-site work places, in which the activities of the industry are being carried out.

“grade” means a grade listed in the First Schedule;

“guard” includes an employee employed as a caretaker or a night security guard;

“handyman” means an employee who carries out repairs or renovations of a minor nature to his employer’s property but who is not required to embark upon or carry out any single task in an occupation prescribed, or a trade designated or deemed to have been designated, in terms of the Manpower Planning and Development Act;

“industrial holiday” means any day prescribed as a public holiday in terms of section 15;

“job description” means a written description in such a form as maybe determined by Council, which indicates clearly

the work content of any task, operation or process of an occupation in the graded job category;

“job title” means a title which in a few words identifies a task, operation or process for which a job description has been completed;

“journey man” see under skilled worker;

“journey man’s assistant” see under skilled worker’s assistant;

“learner” means an employee employed to learn the work in those grades and qualifications of work set in terms of his or her contract of employment;

“Lumber Milling, Timber Processing and Trading Industry” means the industry in which employers and employees are associated together for the purpose of saw-milling, preserving, processing and trading timber including—

- (a) the manufacture and/or assembly from wood on a production line basis of—
 - (i) boxes, which include containers or components thereof;
 - (ii) drums and barrels, whether or not the assembly is done by the person making the components;
 - (iii) household and industrial appliances and/or utensils, which include broom-handles, implements and tool-handles, pallets, switch-boards and similar articles;
 - (iv) plywoods, veneers, blockboard and any other composition boards of which wood is the principal component;
 - (v) pole treating and timber fencing in sections; and
- (b) the manufacture—
 - (i) from wood of parquet block flooring;
 - (ii) and/or assembly from wood or plywood flush doors;
 - (iii) by repetitive operations or processes of prefabricated timber houses including the erection thereof;

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- (iv) from wood of laminated timber;
- (v) from wood of beehives;
- (c) the manufacture from wood of, barge-boards, tongue-and-grooved boards, wall-plates, tile-battens, stock-mouldings, fascia-boards and purlins; and
 - (i) the manufacture and/or assembly from wood, by a specialised mechanical process, or roof-trusses, incorporating metal plates or plywood gussets as components;
 - (ii) saw milling of timber in indigenous forests excluding the saw milling of timber by the owners of exotic plantations and persons subcontracted by owners of the plantations.

“machine operator (class 1)” means an employee employed on repetition work of any of the machines listed in Grade A1 of part 2 of this agreement, where the operations are limited to feeding, starting and stopping the machine and where no adjustments to the machine affecting the end result is made by the operator;

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

“Minister” means the Minister of Public Service, Labour and Social Welfare and the Ministry shall be construed accordingly;

“night shift” means a shift the majority hours of which fall between 7:00 p.m. and 6:00 a.m.;

“ordinary hours of work” means the ordinary hours of work as prescribed in clause 5;

“ordinary rate” means the rate of wage, whether at or above the relevant minimum rate described in this agreement, which an employer has offered and which an employee has accepted for each ordinary hour of work;

- “over time” means any time worked outside the ordinary hours of work per week, which are required to be exhibited in terms of section 5(1);
- “part-time employee” means an employee who is engaged by any one employer to take regular work for periods not exceeding a total of 30 hours per week;
- “piece work” means work paid according to quantity or amount produced;
- “qualifying service”, in relation to vacation leave accrued by an employee, means any period of employment following the completion of the employee’s first year of employment with an employer.
- “registrar” means the Registrar of Labour as defined in the Act;
- “repetition work” means the repetition of a particular operation on a series of identical components under the overall supervision of a skilled worker where jigs, fixtures, or machines have been previously planned and set up by a skilled worker, or where the agreement provides that the adjustment of the machine maybe done by the machine operator (Grade A2 or A3), the adjustment thereof has been done by such employee;
- “salary” means the monthly remuneration paid to an employee who is employed on staff conditions;
- “sawmilling” means splitting, cutting up, sawing, planing, or any other operation in the reduction of timber or logs to beams, planks, baulks, sleepers, or other standard forms, after delivery at the mill;
- “Secretary” means the Secretary of the Council appointed in terms of its constitution;
- “skilled worker” means a person who has been certified by the Ministry of a journeyman or skilled worker Class 1, 2, 3, or 4 who holds a journeyman’s registration certificate, which is recognised by the Ministry or who possesses a qualification recognised by the Ministry as

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the equivalent of that of a skilled worker and has, in consequence, been issued with a certificate to perform work in the worker category;

“skilled worker assistance” means an employee who assists a skilled worker but who may not perform skilled worker’s work;

“State Certified Nurse (SCN)/State Registered Nurse (SRN)” means an employee who holds a certificate of registration as a State Certified/Registered nurse, issued by the Medical, Dental and Allied Professions Council;

“supervisor” means an employee designated by the employer to supervise employees in a lower grade;

“task work” means specified amount of work that needs to be completed within a defined period;

“ticket system” means a system where wages are calculated based on the time spent by an employee working on a given task;

“Trade Union party” means a registered Trade Union, which is party to this agreement;

“wage” means the earnings of an employee but does not include any payment in respect of overtime or any bonus payment or other like benefit;

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

Grading and wages

4. (1) Subject to the provisions of subsection (2), every employer shall place every employee in a grade appropriate to his occupation and shall pay a wage to such employee of at least the amount prescribed in the First Schedule for the occupation of the employee and no employee shall accept a wage amounting to less than that amount.

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

(3) On promotion to a higher grade, an employee shall be paid—

- (a) not less than the wage he or she last received prior to his or her promotion; or
- (b) at least the minimum wage prescribed for his or her occupation in such higher grade;

whichever is the greater.

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

(5) An employee who performs work in a higher grade for a minimum of five (5) working days than that in which he or she is normally employed, shall be paid the minimum wage prescribed for such higher grade from the time he or she commences working in that higher grade.

(6)—

- (a) where an operation performed by an employee is not specified in the First Schedule, the employer or the employee, as the case maybe, shall notify the Secretary to the Employment Council;
- (b) the parties to Council shall then meet and discuss the issue of which grade would be appropriate to the job in question, and upon agreement, the job title, job description and grading shall be forwarded to the relevant authorities as an amendment to the agreement;

Provided that—

- (i) if the grading by the Council places the employee in a grade higher than that the employee's current grade, he or she shall be paid not less than the minimum wage prescribed for such higher grade, from the date submitted to the Employment Council; or
- (ii) if the grading by the Council places the employee in a grade lower than the employee's current grade, it shall be lawful to reduce his wage to not less the

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minimum wage prescribed for such lower grade. With effect from the date upon which such grade was determined, unless the employee refuses to accept the lower wage, in which event—

- (a) he or she may be given the relevant notice of termination of employment; and
- (b) during the period of such notice, he or she shall be paid the wage he or she was receiving prior to the grading by Council.

(7)—

- (a) an employee appointed to a higher grade job for a probationary period shall not remain on such probation for a period longer than three months, after which such employee shall either be—
 - (i) permanently appointed to the higher grade job; or
 - (ii) revert to the grade he was immediately in before his probationary period and be paid not less than his then current ordinary rate of wage;
- (b) during the probationary period in such higher grade job, the employee will not receive less than the rate for such a graded job.

(8) Every employee other than a trainee or an apprentice who has completed three or more years of continuous employment with one employer, shall receive the following increment to his basic wage in terms of this section according to his length of service, which allowance, however, shall not be deemed to form part of the employee's basic wage—

3–5 years' service	0.4%
6–9 years' service	0.7%
10–14 years' service	1.4%
15–19 years' service	2.1%
20–24 years' service	2.8%
25–29 years' service	3.6%
30+ years' service	4.3%

(9) A casual employee shall be paid for any time worked at a rate double the appropriate minimum wage specified in the First Schedule for the grade in which the casual employee is employed.

Hours of work: employee other than shift workers

5. (1) The ordinary hours of work for employees other than security guards shall not exceed forty-five hours per week.

Provided that the ordinary hours of work shall be published on each establishment's notice board.

(2) The ordinary hours of work for a security guard shall not exceed forty-eight hours per week:

Provided that the ordinary hours of work shall not exceed ten hours in any period of twenty-four hours.

(3) An employer may request but shall not require an employee to work overtime and shall, whenever possible, give twenty-four hours notice to such employee of such overtime.

(4) Except in the case of emergency work no employer shall permit any employee to work more than sixty hours, ordinary time and overtime included, in any one week.

(5) Every employee shall receive at least one day off duty in each week.

(6) An employee shall not be required to work on his or her day off unless in case of emergency but no employee shall be permitted to work on his or her day off in two or more successive weeks.

(7) No employer shall permit any employee, other than a security guard, to work for a continuous period of more than four hours, without a break of at least thirty minutes.

Provided that such continuous period shall be deemed not to be broken by a break of less than thirty minutes.

(8) An employer shall permit each employee to have a fifteen-minute break within the first four hours after starting work in the morning.

(9) Every employer shall provide each employee with a beverage or adequate facilities for preparing a beverage during the break prescribed in subsection (8).

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

Hours of work: shift workers

6. (1) The provisions of section 5(7) shall apply to shift-workers.

(2) The ordinary hours of work for shift-workers shall not exceed forty-five hours per week:

Provided that the ordinary hours shall not exceed 9 hours in any period of twenty-four hours.

(3) No employer shall permit a shift-worker to work for a continuous period of more than 4 hours without a break of at least thirty minutes.

(4) Every employer shall provide each shift worker with free beverage, or adequate facilities of preparing a beverage during a break prescribed in subsection (3).

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

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

(7) No shift-worker shall be kept on night shift for a continuous period of more than four weeks without his consent.

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

Payment for overtime/shift allowance

7. (1) An employer shall pay for authorised over time in excess of fifteen minutes in any one week at one and a half times the current hourly wage of the employee.

(2) Notwithstanding the provisions of subsection (1), an employer shall pay for overtime on a day off at double the current hourly wage of the employee.

(3) Notwithstanding the provisions of subsection (1), an employer shall pay for overtime worked on an industrial holiday—

- (a) during the ordinary hours of work for the day of the week on which the industrial holiday falls, at not less than double the hourly rate of wage of the employee;
- (b) outside the ordinary hours of work for the day of the week on which the industrial holiday falls, at two and a half the current hourly wage of the employee.

(4) Any employer who requires an employee to work a night shift will pay an additional five- percent, allowance of the employee's basic wage for such night shift that is worked.

Conversion of rates

8. Unless more favourable conditions exist, for purposes of calculating overtime, this clause shall apply to all employees including security guards covered by these Regulations.

For the purpose of converting monthly wages to their hourly, daily weekly and fortnightly equivalents, and the following computations shall apply—

- (a) to obtain the hourly rates of pay, the weekly wage shall be divided by forty five;
- (b) to obtain the daily rate of pay, the weekly wage shall be divided by five;
- (c) to obtain the weekly rate of pay, the monthly wage shall be divided by four and one third;
- (d) to obtain the fortnightly rate of pay, the weekly wage shall be multiplied by two.

Deductions

9. No deduction of any description shall be made or allowed from any remuneration due to an employee, except—

- (a) where an employee is absent from work on days other than paid holidays, sick leave in terms of section 18 or vacation leave, a *pro rata* amount of his wage only for the period of such absence; or

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- (b) by a written stop-order for contributions to insurance policies, provident or pension funds, medical aid societies, post office savings bank accounts or building society savings bank accounts; or Trade Union membership fees or dues; or
- (c) any amount which the employer is compelled by law or legal process to pay on behalf of any employee; or
- (d) an amount not exceeding twenty-five *per centum* of the gross wage due to an employee, on a stop order signed by the employee for—
 - (i) payment of goods purchased by the employee or services rendered by the employer to the employee; or
 - (ii) repayment of money borrowed by the employee from the employer, including interest thereon, unless such goods were supplied or services received or money borrowed at the direction or dictation of the employer:

Provided that where interest should be charged, an employer has laid down the interest rate prior to the granting of the loan and the employee has agreed to accept the loan on that condition:

- (e) on termination of employment, any balance owing to the employer for goods purchased from the employer or services rendered by the employer or cash advanced or money loaned by the employer to the employee maybe deducted from the gross remuneration due to such employee.

Payment of wages

10. (1) Every employer shall pay all remuneration, including wages, payment for overtime, bonus and allowances, once a week or once a month or fortnightly as the case maybe, on or by the 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, in which case payment shall be made within twenty-four hours of the termination of service.

(3) All remuneration shall be paid in cash or by cheque or any other acceptable mode of payment and shall be accompanied by a wage-slip showing—

- (a) the name and grade of the employee; and
- (b) date of the next pay day; and
- (c) the wage rate; and
- (d) the total number of hours worked; and
- (e) the amount of hours of overtime; and
- (f) bonus and allowances, irrespective of whether paid on behalf of or to the employee; and
- (g) deductions for absence without leave or other deductions permitted in terms of section 9; and
- (h) the net amount received by the employee; and
- (i) 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 and work on a ticket system

11. 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.

Special provisions: long distance, heavy-duty drivers

12. (1) The ordinary hours of work for long- distance drivers shall not exceed forty-five hours per week.

(2) Where there is one long-distance driver employed on a vehicle, his or her employer shall not require him or her to drive for more than five and a half hours without a break of at least thirty

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minutes.

(3) Where two long -distance drivers are employed on a vehicle, it shall not be permissible for either to drive for more than eight hours without a break of at least thirty minutes.

(4) Where two drivers are employed on one vehicle, both drivers are entitled to full remuneration and benefits.

(5) An employer may require a long-distance driver to perform night-driving.

(6) Every long-distance driver shall be given a period of rest of at least ten consecutive hours between the completion of one day's working-time and the commencement of the next.

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

Subsistence and travelling allowances

13. An employee who is required to work away from his or her usual place of work shall be conveyed to and from such place of work at the employer's expense and shall be paid, in addition to his or her wages for the time during which he is away from home—

- (a) all proved travelling and subsistence expenses, as agreed; or
- (b) minimum unproved expenses as a percentage of AI Grade Wage—

Breakfast	1.4%
Lunch	4%
Dinner	4%
Accommodation	5%

Vacation leave

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

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

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

(3) Any employee who becomes ill or injured during a period of vacation leave may cancel his or her vacation leave and apply for sick leave.

(4) Where an employee has no vacation leave accrued, he or she may be granted vacation leave without pay. Any period of continuous service of more than two weeks shall be regarded as a full month and any shorter period of continuous service shall be disregarded.

(5) An employee shall be entitled to proceed on vacation leave within six weeks of his or her application for such leave.

Provided that—

- (i) where undue hardship would be caused to the employer, the employee shall only be entitled to proceed on vacation leave within nine weeks of his or her application for such leave;
- (ii) where an establishment has an annual shutdown, employees may be required to take their vacation leave during shutdown:
- (iii) an employee engaged in work with a seasonal peak may be required to take his or her vacation during the off season .

(6) An employee proceeding on vacation leave shall receive his or her current wage for the period of such leave.

(7) An employee who has accumulated vacation leave may, with the consent of the employer, elect to be paid his or her wage for any vacation leave or portion of any vacation leave, in addition to his or her current wage, in lieu of such leave.

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(8) Every employee whose employment is terminated by himself or herself the employer, for any reason whatsoever, shall be entitled to be paid the cash equivalent of any accumulated leave.

(9) Any period of leave taken by the employee in terms of this section, or any additional leave granted by the employer, whether paid or not, or any sick leave taken in terms of section 18, shall not be counted for the purpose of calculating further leave.

(10) If an establishment observes a holiday or an industrial holiday, other than an annual shutdown, the holiday or industrial holiday shall not be offset against the accumulation of vacation leave of an employee.

(11) An employee may accumulate vacation leave in excess of ninety days only with the consent of his or her employer.

Industrial holidays

15. (1) All days declared in terms of the Public Holidays Prohibition of Business Act [*Chapter 10:21*] as public holidays shall be industrial holidays.

(2) Subject to the provisions of subsection (3), every employee shall be granted leave of absence on industrial holidays and shall be paid his current daily wage for every industrial holiday.

(3) An employer may require an employee to work on an industrial holiday, in which case the employee shall be paid in terms of section 7 in respect of overtime worked.

Special leave

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

- (a) who is required to be absent from duty on the instructions of a medical practitioner because of contact with an infectious disease;
- (b) who is subpoenaed to attend any court in Zimbabwe as a witness;

- (c) who is required to attend as a delegate or office-bearer at any meeting of a registered trade union representing employees within the undertaking or industry in which the employee is employed;
- (d) who is detained for questioning by the police;
- (e) on the death of a spouse, parent, child or legal dependent;
- (f) on any justifiable compassionate ground.

(2) Compassionate leave accrued in terms of subsection (1) shall not be cumulative from year to year.

Weekly rest

17. (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) An employee shall be granted leave of absence during every public holiday, and shall be paid his or her current remuneration for that day if it occurs on a day on which he or she would otherwise have been required to work.

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

Benefits during sickness

18. (1) An employee shall not be entitled to sick benefits for the first day of sickness, unless he produces a certificate in terms of section (3) and (8).

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

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(3) 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 ninety days' sick leave on full pay.

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

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

- (a) ninety days' sick leave on full pay; or
- (b) subject to subsection (4), one hundred and eighty days, sick leave on full and half pay;

the employer may terminate the employment of the employee concerned.

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

Contract and notice

19. (1) Every person who is employed by or working for any other person and receiving or entitled to receive any remuneration in respect 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 inform every employee, in writing, on engagement, of the nature of his or her contract, including—

- (a) the name and address of the company;
- (b) the period of time, if limited, for which the employee is engaged;
- (c) the terms of probation, if any;

- (d) the terms of any employment code;
- (e) particulars of the employee's remuneration, its manner of calculation and the intervals at which it will be paid;
- (f) particulars of the benefits receivable in the event of sickness or pregnancy;
- (g) hours of work;
- (h) particulars of any bonus or incentive production scheme;
- (i) particulars of vacation leave and vacation pay;
- (j) particulars of any other benefits provided under the contract of employment;
- (k) the period of notice required to terminate 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 contract of employment without limit of time on the day that his or her period of engagement with a particular employer exceeds a total of six weeks in any four consecutive months.

(4) 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 contract of employment to be given by either party shall be—

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

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

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- (a) two weeks in the case of casual work; or
- (b) three months in any other case.

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

(7) Neither an employer nor an employee shall give notice of termination of contract while the employee is on vacation leave.

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

(9) Subject to the provisions of subsection (4), an employer may discharge his or her obligations by paying an employee full wages and allowances for, and in place of, the period of notice required to be given in terms of this section.

Contract worker

20. An employer may engage an employee on fixed time contract or for the duration of a task or project provided that:

- (a) a time period contract, shall specify the starting and terminating dates of that period;
- (b) a project or task, shall establish a clear understanding of both parties as to the beginning and end of the task or project 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;
- (c) The standard form of contract to be used in respect of contract workers is contained in the Fourth Schedule.
- (d) All contract workers shall be regarded as permanent workers after one year's continuous employment from the date of initial engagement.

Continuous service

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

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

(2) A period of absence without the permission of the employer, or a period of absence between discharge and re-engagement of more than two months, shall not be taken into consideration in calculating any benefits in terms of section 14, 18 or 25.

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

Provided that upon the change of ownership of an establishment, an employee is paid by the previous owner a gratuity in terms of section 25 and any other benefits in respect of his or her service with that owner, the gratuity payable by the new owner on the death, resignation, retirement or discharge of such employee may be reduced by the amount of the gratuity paid by the previous owner.

Record of service

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

(2) The standard form of record of service to be used by the employer is contained in the Fifth Schedule.

Protective clothing

23. (1) An employer shall supply annually, free of charge, two overalls/dust coats/worksuits, one safety boots or other suitable protective clothing to every employee who, in the course of his or her duties, is habitually exposed to inclement weather, or as determined by the Health and Safety Standards.

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

- (a) remain the property of the employer if he or she is responsible for mending, washing and otherwise maintaining such clothing; or
- (b) become the property of the employee after three months of continuous service if he or she is responsible for mending, washing and otherwise maintaining such clothing;

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

Health and safety provisions

24. (1) These provisions shall be observed by all employers and employees in the Lumber Milling, Timber Processing and Trading Industry.

(2) These provisions shall apply to all companies other than those which have their own written health and safety policy which is more favorable than the provisions contained herein.

(3) The trade union may assist its members in the conclusion of any agreement regarding health and safety either at industrial or enterprise level.

(4) Health and safety committees shall be formed at enterprise level with equal representation of both employees and management.

(5) Such committees shall—

- (a) keep themselves informed on the legislation and standards on occupational safety and health in force;
- (b) be given all relevant health and safety information relating to the workplace by the employer;
- (c) adopt a written policy which addresses health and safety problems at the workplace, and develop a programme for the implementation of that policy;
- (d) represent the interests of employers and employees in all health and safety matters in the workplace;

- (e) conduct monthly factory inspections;
- (f) investigate all accidents and instances of occupational diseases;
- (g) make recommendations for the improvement of working conditions and the avoidance of accidents;
- (h) advise and educate employees on health and safety;
- (i) recommend medical examinations for workers involved in hazardous occupations or invite the Factory and Works Inspectorate should circumstances so warrant:

Provided that—

- (a) all inspections and recommendations shall be made by an equal number of employer and employee representatives;
- (b) representatives of workers and management may accompany the Factories and Works Inspectorate at their inspections;
 - (i) the health and safety committee shall inspect new plans for the workplace relating to occupational safety and health and give recommendations thereon;
 - (ii) any member of a company's health and safety committee involved in any accident investigation may, if appropriate, countersign compensation claim forms as a witness.

(5) Employees who are involved in the health and safety committee at the workplace shall be entitled to reasonable paid absence for the purpose of attending health and safety training courses:

Provided that—

- (a) the actual amount of the absence shall be determined by the content of the course concerned;
- (b) four weeks' notice of such absence shall be given to the employer concerned;
- (c) the content of the course shall be available to the employer at his or her request;
- (d) the selection of participants shall be endorsed by the NEC Health and Safety Committee.

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Any change in job status of a worker injured at work shall be agreed on between the worker and management.

A worker injured on the job shall be entitled to a transfer and be retrained at the employer's expense into another job. Should no appropriate job exist, the worker shall be entitled to early retirement on medical grounds and shall be entitled to all appropriate benefits.

Gratuity on termination of contract employment

25. (1) An employee who has completed three or more years 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 appropriate percentage of his or her current monthly wage on termination of employment by the number of completed years of continuous service, as set out in the Second Schedule.

(2) If an employee who has completed three or more years of continuous service dies before receiving gratuity in terms of subsection (1), there shall be paid to his or her estate the sum which the employee would have received if his or her contract of employment had terminated in terms of subsection (1) on the day of his or her death.

(3) Notwithstanding the provisions of subsections (1) and (2), no gratuity shall be payable to, or to the estate of an employee under this section if the employer has made provisions for this by means of a pension or gratuity scheme, registered as a fund in terms of the Pension and Provident Funds Act [*Chapter 24:09*], which provides benefits which are not less favourable than those prescribed in this section.

Copy of agreement and notice

26. (1) Every employer shall exhibit a copy of this agreement and all amendments in a place easily accessible to every employee.

(2) Every employer shall exhibit a notice, in the form set out in the Third Schedule, showing the number of ordinary working hours per week and the normal daily times of starting and times of finishing work in his or her establishment for each grade of employees and the industrial holidays to be observed.

(3) No person shall, without lawful cause, alter, deface or remove, or cause to be altered, defaced or removed, the copy of the agreement thereto, save on the instruction of the employer when carrying out his or her responsibilities under subsections (1) and (2).

Administration of agreement

27. (1) The Council shall be the body responsible for the administration of this agreement and may establish committees to undertake such administrative functions as it may delegate.

(2) Upon written request by the Secretary General of the Council, every employer shall be required to release any employee who is in his or her employment for the sake of attending Council business without loss of pay and benefits for the duration that the employee will be attending Council business.

(3) The Council may engage such number of persons as it deems fit to be employed by the Council as Designated Agents to assist the Council in administering this agreement. Any person so engaged may be nominated by the Council for appointment by the Minister or Registrar as the case may be as a Designated Agent in terms of the Act.

(4) Where in terms of this agreement anything is required to be done using a form to be determined by the Council, the General Secretary may draw up and from time to time amend that form. All forms required by this agreement shall be furnished by Council.

Registration and declaration by employers

28. (1) For the purpose of this section the term “employer” shall be deemed to include self employed persons engaged in the industry.

(2) An employer engaged in the industry or a new employer entering the industry shall, in the later case not later than thirty days after he commences operations as an employer in the industry, or in the former case, register with the Council as an employer and submit to the Council a declaration in such form as maybe determined by the Council, stating—

- (a) the trading name of the employer and whether the employer is a sole proprietorship, or limited company as the case maybe and its public officer:

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- (b) in the case of corporate body or partnership, the names and addresses of its directors or partners, as the case maybe and its public officer:
- (c) the address or addresses, at which the employer carries on business: and
- (d) the nature of work in the industry carried out by the employer.

(3) Thereafter, Council shall on or about the first day of January each year furnish each registered employer with a form on which he or she shall record confirmation of or any changes to the information required in sub clause (2) and shall return that form so as to arrive at Council's offices not later than thirty days after the form was dispatched by Council.

(4) Every employer on ceasing operations in the industry shall notify Council, in writing, no later than thirty days of the date of ceasing operations.

(5) The General Secretary shall maintain a register of employers in the industry.

Council dues

29. (1) All employers, employees and self-employed persons engaged in the industry shall from the date of publication of this agreement pay dues to the funds of Council and all employers shall deduct the appropriate dues from the wage or salary as defined from each of their employees who has been in continuous employment for a period of one month or more.

(2) The dues to be paid monthly by each employee in the various grades shall be two *per centum* (2%) of his or her current wage or salary:

Provided that no dues shall be payable where owing to short-time working or other cause an employee's pay is reduced below sixty *per centum*

(3) The dues to be paid by each employer each month shall be that amount which equals the total of the deductions made in terms of sub clause (2).

(4) An employer shall record on a form determined and provided by Council the number of employees in his or her establishment, the total amount of dues deducted, the overall total of the employee's dues and amount of the employer's dues for the month concerned together with information as to numbers in respect of any reduced liability of the proviso to sub clause (2).

(5) the provisions of this section shall, *mutatis mutandis*, apply to self employed persons engaged in the industry who shall pay monthly twice the amount of dues specified (i.e. 2% of Grade A1 wages).

(6) Each employer shall forward the completed form with the total of the employees' and the employer's dues to be received at the Council's offices not later than the fifth day of the month following that to which the dues relate. Late payment of Council dues will attract a penalty of 25% of the amount due each month.

Retrenchment Committee

30. (1) Council shall establish a retrenchment committee.

(2) The retrenchment committee shall consist of two representatives or their alternates of the Trade Union and two representatives or their alternates of the employer party, all of whom must be eligible for membership of Council as representatives of the industry. The retrenchment committee shall deal with all matters referred to it in terms of the Labour Act.

(3) The committee shall be chaired by a person appointed by it.

(4) Remuneration of members of the committee and any alternate acting for a member and one alternate appointed by the Trade Union and one alternate appointed by the employer party, in respect of attendance at meeting, travelling expenses, subsistence allowances and/ or payment in lieu of wages, or salaries shall be paid from Council's funds in amounts determined by the executive committee from time to time.

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Exemptions committee

31. (1) There is hereby established an exemptions committee which shall consider and grant, conditionally or otherwise, or reject applications for exemptions from all or any of the provisions of this agreement or from paying the prevailing minimum wages agreed on at the National Employment Council as a way to avoid retrenchment of employees.

(2) The exemptions committee shall consist of two representatives or their alternates of the trade union and two representatives or their alternates of the employer party, all of whom must be eligible for membership of Council as representatives of the industry. 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 30 days after the appointment of the committee and shall continue to be in office for two years.

(3) If a member is unable to attend a meeting, his or her 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 or she has taken a member's place. Only one alternate, other than an alternate who is acting for an absent member, shall be paid for attendance at a meeting of the committee.

(4) In the event of a member or an alternate of the employer party or Trade Union being unable to act, the board which made the appointment shall appoint the replacement for the period of absence or until the January of the following year, as appropriate.

(5) 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 representative of the employer organisation or a representative of the Trade Union, respectively, in each alternate year:

Provided that if the recently retired Chairman has been reappointed to the committee, it may reappoint him or her to be Chairperson.

(6) In the event that the Chairperson is unable to act, the committee shall elect one of its members to act until the Chairperson is able to resume office or appoint a new Chairperson, as appropriate.

(7) The exemptions committee shall meet at such times as the Chairperson may determine, or as any two members may require or as the executive committee 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 all the parties to this agreement.

(8) Remuneration of members of the committee and any alternate acting for a member and one alternate appointed by the trade union and one alternate appointed by the employer party, in respect of attendance at meeting, travelling expenses, subsistence allowances and/or payment in lieu of wages, or salaries shall be paid from Council's funds in amounts determined by the executive committee from time to time.

(9) The General Secretary to Council or a Council employee nominated by him or her shall be the Secretary to the Exemptions Committee.

Exemptions

32. (1) Any employee or employer may submit an application in writing to the exemptions committee in a form determined 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 application:

Provided that application for exemption from paying the minimum stipulated wages shall be made within ten days from date of receipt of the new wage agreement.

(2) As soon as it is practicable and within thirty days of its receipt, the exemptions committee shall determine such application and may issue a certificate granting such exemption or alteration for such period and subject to such terms and conditions as it deems fit. A copy of such certificate or any rejection and the reasons there for, shall be sent to the employee and/or employer, as appropriate.

(3) The exemptions committee may, at the time, in respect of an application to which an exemption has been granted, revoke or amend that exemption, as the case maybe and such revocation may fix and shall be notified to the persons referred to in subclause (2).

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(4) An employee or employer whose application has been rejected, or who, has received a notification under subclause (3), may within 14 days, lodge an appeal in writing to the Council, who shall determine the appeal within 30 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 from a panel of arbitrators made up of two nominations from the employer party and two nominations from the trade union and shall be chosen by lot. The arbitrator shall determine the matter within 14 days of its receipt by him or her and his or her decision shall be final and binding under this agreement.

(6) No exemption shall operate so as to break the continuous service of an employee for the purpose of this agreement or any determination in relation thereto made under the Act.

Workers committee

33. (1) Every establishment which does not have a workers' committee shall, if its employees so desire, afford the employees reasonable facilities and opportunities for meeting and communicating with each other 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 and grades of his or her employees—

The functions of the worker's committee shall be—

- (a) subject to subsection (b), the composition and procedure of workers committee shall be determined by the employees at the workplace concerned;
- (b) notwithstanding the provisions of subsection (a), if a trade union is registered to represent the interests of not less than fifty *per centum* of the employees at the workplace where a workers committee is to be established, every member of the workers committee shall be a member of the trade union concerned.

(2) A workers committee shall, for the purpose of its meetings, be provided by the employer concerned with an adequate room and furniture at his or her establishment.

(3) Meetings shall be held outside working hours unless the employer gives his or her consent for a meeting within working hours. Members of the workers' committee who require to investigate a matter falling within their jurisdiction shall, on application, be allowed reasonable time off to do so;

Works Council

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

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

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

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

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

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and to secure the mutual co-operation and trust of employees, the employer and any registered Trade Union representing employees in the establishment, in the interests of industrial harmony.

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

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

(6) Before an employer may implement a proposal relating to any matter referred to in sub section (5), the employer shall—

- (a) afford the members of the works Council representing the workers committee a reasonable opportunity to make representations and to advance alternative proposals;
- (b) consider and respond to the representations and alternative proposals, if any, made under paragraph (a) and, if the employer does not agree, state the reason for disagreeing;
- (c) generally, attempt to reach consensus with the members of the works Council representing the workers committee on any matters referred to in subsection (5);
- (d) improvement of local working conditions;
- (e) promotion of occupational health and safety measures and their enforcement;

- (f) all matters pertaining to employee's welfare within the establishment, where such matters are not covered by this agreement;
- (g) methods of increasing efficiency and productivity and improving quality;
- (h) the means of avoiding wastage of manpower, raw materials and equipment;
- (i) general discipline and conduct:

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

- (i) other matters having the object of improving relations between the establishment and workers:

Provided that such matters—

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

Trade union membership fee

35. (1) Every employer shall collect union dues at the rate of 3% of the basic wage of the employee through a check off system if requested by a registered trade union which is party to this agreement.

- (a) save as provided in subclause (2), the trade union shall provide the employer, quarterly, with a list, in quadruplicate of its members in each employer's establishment showing their full names and grades and the monthly amount due to the trade union from each member;
- (b) the trade union shall be responsible for ensuring that, in respect of each member shown on the list, it is in possession of a signed stop order by the member concerned authorising the appropriate deductions from his wages;

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- (c) each employer shall make such amendments to the list which may have become necessary through occurrences referred to in paragraph (d), or through changes in employment and grading or classes of skill, or reduced liability in terms of subclause (3), and such amended list shall be authority for the employer to deduct weekly or monthly, as the case maybe, from the wages of the trade union members in his or her employment the amount of the fees shown on the list for the appropriate month;
- (d) the employer shall cease to make deductions in terms of this clause in respect of any employee—
 - (i) whose name no longer appears on the list; or
 - (ii) when the employer receives written notification from the Trade Union, that the employee has resigned from or been expelled by the trade union:

Provided that, where an employee has produced written evidence to his or her employer that he has submitted his or her resignation to the Trade Union, that evidence shall be submitted in terms of paragraph (a) and the employer may cease to make deduction on the following month's list even though the employee's name may still appear on that list;

- (e) the total amount of fees deducted, less any amount retained in terms of paragraph (h), shall be forwarded by each employer so as to be received at Union's offices not later than the fifteenth day of the month following that in which that fees were deducted, together with two copies of the list incorporating any amendments thereto;

(2) Where a Trade Union does not have a record of grades or classes of skill of its members, the employer shall insert this information in respect of each employee named on the first two of the monthly lists received, and for the purpose of complying with paragraph (e) of sub clause (1) shall deduct from the wages of each of those employees for the two months concerned an amount of one dollar per month less any

amount for which the employee is not liable in terms of sub clause (3). Thereafter the Trade Union shall insert in the monthly list the information required by paragraph (a) of sub clause (1).

(3) Notwithstanding the other provisions of this clause, no liability shall rest on an employee to pay union fees—

- (a) where his or her pay is less than sixty *per centum* for his or her wage or salary; or
- (b) while he or she is off work sick and not in receipt of sick leave pay or a substitute payment.

(4) notwithstanding anything contained in this section, a levy of 1% of the annual salary of every employee who is not a member of the Trade Union shall be deducted by the employer whenever a collective bargaining agreement dealing with wages and salaries has been approved by the Council, and such levy shall be forwarded by the employer to the Trade Union.

Maternity leave

36. (1) Unless more favorable 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 days on full pay to a female employee who has served for at least one year.

- (a) on production of a certificate signed by a registered medical practitioner or State Certified/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 expected date of delivery.
- (b) a female employee shall be entitled to a maximum of three periods of maternity leave with respect of her total service to any one employer during which she shall be paid her 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 was granted.

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(2) A female employee who 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).

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

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

(5) During the period when a female employee is on maternity in accordance with this section, her normal benefits and entitlements, including her rights to seniority or advancement and the accumulation of pensions rights, shall continue uninterrupted in the manner 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 of maternity leave in terms of this section.

(6) A female employee who is the mother of a sick ling 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, as such employee may combine the portion or portion of time which she so entitled with any other normal breaks so as to constitute longer periods that she may find necessary or convenient for the purpose of nursing her child.

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

(8) Notwithstanding subsections (6) and (7), the grant of breaks during normal working time to a female employee for the purpose of nursing her child shall be made in accordance with all the exigencies of her employment and nothing done to prevent any

disruption of normal production processes or any interference with the efficient running of an undertaking or industry shall be held to be in contravention of subsection (7).

(9) A female employee shall be entitled to the benefits under subsection (7) for the period during which she actually nurses her child or six months, whichever is the lesser.

37. The Collective Bargaining Agreement: Lumber Milling, Timber Processing and Trading Industry (General Conditions), published in Statutory Instrument 269 of 2000, is repealed.

Declaration

The employer's organisation and the Trade Union, having arrived at the agreement set forth herein, the undersigned hereby declare that the foregoing is the agreement arrived at and affix their signatures thereto.

Signed at Harare this 4th day of August, 2020.

K. MATSHEZA,
Chairman.

L. CHISHAKWE,
ZFTATU.

C. MAPUPU,
TPTA

Z. W. TAGWIREYI,
General Secretary.

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FIRST SCHEDULE

GRADING AND WAGES

<i>Classification of occupations and operations in grade</i>	<i>Minimum wage</i>
<i>Grade A1</i>	\$232,75
Cook's assistance	
Door nesting assembler	
Dipper	
Gardener	
General worker: including loading, packing, off-loading, stacking, fetching, carrying out any other work of a generally unskilled nature.	
Glue spreader (manual)	
Hand sander (manual)	
Learner assembler (for a period of up to 6 months)	
Lorry assistant	
Machine operator's assistant	
Messenger/Tea maker/Cleaner/Sweeper	
Veneer taper	
Veneer Puller	
Wood- wool baler	
<i>Grade A2</i>	\$244,63
Assembler	
Bagger or clipper attendant	
Cook	
Door assembler	
Hand clipper operator	
Hoist or gantry operator (up to 5 tonnes)	
Hopper feeder	
Incinerator/kiln attendant	
Input grader (laminated timber plant)	
Lubricator	
Machine operator (class 1) operating the following machines: nailing machine (capacity 610 millimetres or less)	

<i>Classification of occupations and operations in grade</i>	<i>Minimum wage</i>
Corrugated fastening machines—	
Moulders (4 cutter)	
Planers (2 and 4 sided);	
Cross cut (with pre-determined stops);	
Dowel making;	
Drilling machine;	
Hand hole drill;	
Hand press;	
Panel size;	
Planer multi-rip and thicknesser;	
Portable sanding machine;	
Power-fed machines (not elsewhere specified)	
Saw-sharpener (automatic)	
Scarf jointer;	
Wood printing machine;	
Planted truss press ;	
De-barker automatic sanding machine; (up o 1 200 wide drums)	
Messenger-external-foot or bicycle	
Order assembler	
Painter (brush-hand)	
Peg Assembler	
Press assembler extractor	
Pump attendant (heating reticulation system)	
Security guard	
Steam tank attendant	
Stores assistant	
Tractor Driver	
Unlicensed learner internal driver (for a period of up to six months of continuous service)	
Veneer sorter/taper (exotic veneers)	
 <i>Grade A3</i>	 \$256,84
Chipwash operator	
Clerk (class I)	
Effluent and chemicals operator	
Exotic veneer grader	

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*Classification of occupations
and operations in grade*

Minimum wage

Glue mixer
Gang Saw Operator
Handyman's or skilled worker's assistance
Hoist of gantry operator (over 5 tonnes)
Humidifier checker
Lining Machine Operator
Machine operator (class II) operating the following machines—
band saw
nailing machine (capacity more than 610 millimeters);
blockboard core composers;
cross cut saw(used free hand)
guillotine;
mortiser;
narrow belt sander;
portable chain saw;
rip saw;
power press;
saw sharpener (hand or semi-automatic);
scarf-jointing saw;
single and double router (with jigs)
surfacers;
taping and jointing;
tenoner;
mechanical stress grader;
wood turning tables;
finger jointer;
knife grinder;
flaker/flake dryer;
automatic sanding machine (wider than 120 drums)
Press frame attendant
Pressure treatment operator
Peg Packer
Peg Sealing Machine Operator
Veneer Chopper Machine Operator

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<i>Classification of occupations and operations in grade</i>	<i>Minimum wage</i>
Sawdoctor' s assistance	
Spray-painter	
Unlicensed internal driver	
Weigh bridge clerk	
<i>Grade B1</i>	\$282,52
Arenco & Automat Operators Assistants	
Bar Machine Operator	
Clerk (class II)	
First aid attendant	
F.I.V. Sieve Attendant	
Glue kitchen operator	
Grader licensed driver-light vehicle/tractor/fork-lift/motorcycle)	
Heat treatment operator	
Humidifier operator	
JUL Machine Operator	
Machine operator (class III) operating the following machines-	
Veneer lathe;	
Veneer slicer;	
Particle board press	
Peeler Machine Operator	
Plate maintenance assistant	
Plated truss press operator (work-plans)	
Plated truss timer press-cutter	
Press checker	
Spring Machine Operator	
Unloader operator	
V.A.T. Machine Operator	
<i>Grade B2</i>	\$296,65
Clerk (class III)	
Laboratory assistant	
Licensed driver-operating vehicles of 2 -10 tonnes carrying capacity	
Machine Operator operating Double End Tennoner Pake 5"	
Machine Operator 5 Cutter Moulder"	

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<i>Classification of occupations and operations in grade</i>	<i>Minimum wage</i>
Plated truss pre-cutter/assembler (work-plans)	
Rafinator operator	
Sander operator (particle board)	
Senior saw sharpener (including cutter blades)	
Supervisor (supervising workers in general grades A1 to A3)	
 <i>Grade B3</i>	 \$311,49
Clerk (class IV)	
Compo Mixer	
Grade-senior	
Laboratory tester	
Licensed driver-operating vehicles with a carrying capacity in excess of 10 tonnes	
“Machine Operator operating 3 Cutter Schroeder Pre Planner V H 3”	
Moulders (6 cutters)	
“Machine Setter”	
Press loader operator	
Production clerk	
Screen maintainer	
 <i>Grade B4</i>	 \$327,07
Cash sales clerk	
Dryer operator	
Fibre board inspector	
Handyman	
Particle board inspector	
Press operator	
Sander operator	
Saw operator	
Supervisor (supervising workers in grade B3 and below)	
Transport-administration clerk	
Wet form machine operator	
 <i>Grade B5</i>	 \$376,11
Automat Operator	
Arenco Operator	
Big Chambon Operator	
Chargehand	

Machine and Cutter Setter/Trainer

Senior clerks-
 production;
 accounts;
 personnel;
 sales
 supervisor

SECOND SCHEDULE (*Section 25*)

GRATUITIES

<i>Length of service</i> Years	<i>Percentage of monthly wage on termination of employment</i>
3	13
4	14
5	15
6	16
7	17
8	18
9	19
10	20
11	21
12	22
13	23
14	24
15	25
16	26
17	27
18	28
19	29
20	30
21	31
22	32
23	33
24	34
25	35
26	36
27	37
28	38
29	39

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30	40
31	41
32	42
33	43
34	44
35	45

THIRD SCHEDULE (Section 26)

FORM OF NOTICE

Name of establishment

In terms of section 26 of the Collective Bargaining Agreement for Lumber Milling Timber Processing and Trading Industry—

- (a) the number of ordinary working hours per week for each grade or group of employees is.....
- (b) The normal daily starting time and times of finishing work for each grade or group of employees are.....

FOURTH SCHEDULE

Contract of employment
(Contract workers)

Entered into between.....
(the employer)

and
.....
(the employee)

1. This contract of employment shall commence on
and shall terminate on
or
This contract of employment shall commence on
and shall continue for the duration of the following project.
2. The employee shall be employed as
in Grade.....
3. The employee's wage shall be \$..... a week/ fortnight/
month payable on

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4. The employee shall/shall not be entitled to occupy accommodation provided by the employer.
5. Subject to any law or registered employment code of contact this contract may be terminated by either party on giving notice in writing.
6. The hours of work shall be
7. insert details of bonus or incentive scheme in operation.
8. insert details of annual shut down, if applicable.
9. In any matter not specifically dealt with in this contract, the employee's terms and conditions of employment shall be governed by the provisions of the agreement and any other law applicable.
10. In an event of any conflict between the provisions of this contract and those of the agreement or any applicable law, the provisions of the agreement or law, as the case may be, shall prevail.

Signed atthis day of.....20.....

.....
Employer

.....
Employee

As witnesses:

1.
2.

FIFTH SCHEDULE

Record of Service

This is to certify that ID No.
(Name of Employee and ID No.)

Collective Bargaining Agreement: Lumber Milling, Timber Processing and Trading Industry (General Conditions)

Was employed by
.....
.....
(name of employer address)

He/she was employed from to as follows.
(period)

Occupation	Grade	Period
1.....
2.....
3.....
4.....
.....

.....
(Signature HR/ Management Representative)



.....
(Print Name in Full)

