

Collective Bargaining Agreement: Zimbabwe Schools
Development Associations and Committees in Government and
Council-Run Schools Industry

It is hereby notified that the Minister of Public Service, Labour and Social Welfare has, in terms of section 80(1) of the Labour Act [*Chapter 28:01*], approved the publication of the Collective Bargaining Agreement set out in the schedule, which has been registered in terms of section 79 of the Labour Act [*Chapter 28:01*]

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR ZIMBABWE
SCHOOLS DEVELOPMENT ASSOCIATIONS AND
COMMITTEES FOR GOVERNMENT AND COUNCIL-RUN
SCHOOLS UNDERTAKING

COLLECTIVE BARGAINING AGREEMENT: ZIMBABWE
SCHOOLS DEVELOPMENT ASSOCIATIONS AND
COMMITTEES FOR GOVERNMENT AND COUNCIL- RUN
SCHOOLS UNDERTAKING

Made and entered into in terms of the Labour Act [*Chapter 28:01*] between Zimbabwe Schools Development Associations and Committees (ZSDA/C) hereinafter referred to as “the employers” or “employers’ organization” of the one part and National Education Union of Zimbabwe (NEUZ) hereinafter referred to as “the trade union” or “employees”, of the other part, being parties to the National Employment Council for Zimbabwe Schools Development Associations and Committees (NEC-ZSDA/C).

Notwithstanding the date of publication thereof, this Agreement shall be deemed to have come into operation from the date of publication.

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Title and period of operation

1.—

- (a) this agreement shall be cited as the Collective Bargaining Agreement: Zimbabwe Schools Development Associations and Committees in Government and Council-run schools;
- (b) notwithstanding the date of registration and publication thereof, this agreement shall be deemed to have come into operation on the date of its publication and shall remain in force until its re-negotiation.

Scope of application of agreement

2. These regulations shall apply to—

- (a) all employers in Schools Development Associations and Committees in Government and Council-Run Schools; and
- (b) all employees in Schools Development Associations and Committees in Government and Council-run schools in any occupation listed in the first Schedule and as may be amended from time to time.

Definition of terms

3.—

“accountant” means an employee who prepares assets, liabilities, and capital account entries by compiling and analysing account information, documents and financial transactions by entering account information. Recommends financial actions by analysing accounting options, substantiates financial transactions;

“administrator” means an employee responsible for working with teams, overseeing the operations of different departments within the school, managing groups, coordinating with school head and school development committee members and planning and allocating resources according to the needs of the school and managing clerical and/or other administrative staff;

“agricultural assistant” means an employee responsible for making trails and stock taking at the site, maintaining the

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site standards, processing research data, communicating with Research Technicians and head office and payment of labour used;

“accounts clerk” means an employee engaged in accounting duties, handling and receipting money under supervision;

“art room assistant” means an employee engaged in keeping an Art room in good order and who carries out cleaning and general Art room duties as directed by the art teacher;

“assistant” means an employee who works as a helper in any substantive position;

“assistant cook” means an employee engaged in assisting a cook in the preparation of meals, following instructions, coordinating other kitchen activities and the supervision of junior staff;

“assistant librarian” means an employee with formal training or appropriate experience engaged in cataloguing, classification of books, filing and keeping the library and its collection of books and non-book materials in good order, under the supervision of a librarian;

“boarding master/boarding matron” means an employee responsible for the safeguarding, health, welfare, discipline, general housekeeping and security of pupils within the boarding premises and houses. Also performs supervisory roles to supporting staff of the boarding premises and houses;

“boiler attendant” means an employee engaged in the operation, monitoring and maintenance of high-pressure boilers, including regular checks and inspections of temperatures and repairs in accordance with safety requirements;

“bookkeeper” means an employee who is wholly or substantially engaged in recording any aspect of the financial transactions in the books of the employer up to and including trial balance stage;

“bursar/accounting assistant” means an employee responsible for the supervision of budgets, procurement and payment of supplies, the setup of financial procedures and the

other financial administrative tasks such as managing employee contracts, ensuring compliance with the law and contacting local authorities;

“caretaker” means an employee engaged in the care and safety of the employer’s properties, premises, plant and equipment excluding maintenance and repairs;

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

“cleaner” means an employee who is engaged in cleaning of the classrooms, offices, windows and sweeping of floors and grounds;

“coach/trainer” means an employee involved in the direction, instruction and training of the operations of a Sports team or of individual sportspeople. A Coach may also be a teacher;

“council” means the National Employment Council for Zimbabwe Schools Development Associations and Committees for Government and Council Run Schools Industry;

“clerk (class 1)” means an employee, who performs repetitive clerical tasks, under supervision on a daily basis in accordance with prescribed rules, and includes transcribing and simple calculations;

“clerk (class 2)” an employee who performs standardised clerical work, which requires knowledge of organisational procedures including the supervision of work performed by a clerk (class 1);

“clerk (class 3)” means an employee, who performs clerical duties which require detailed knowledge of organisational procedures, including arrangement of work and the supervision of the work performed by clerk (classes 1 and 2);

“clerk (class 4)” means an employee who is directly responsible to management for application of organisational policies and procedures, including the arrangement of work and the supervision of the work performed by clerk (classes 1, 2, and 3);

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“continuous service” an employee whose contract of employment is terminated and is re-engaged by the same employer for the same job within a period of two months shall be deemed not to have broken continuous period;

“cook” means an employee engaged in the preparation of meals following written instructions, coordinating other kitchen activities and the supervision of junior staff;

“day off or days off” means in the case of—

- (a) an employee working six days a week, Sunday or that day in the week in lieu of Sunday on which the employee is not normally required to work
- (b) an employee working five days per week, Saturday and Sunday or those days in the week in lieu of Saturday and Sunday, on which the employee is normally not required to work:

Provided however, that where an employee is normally required to work a six-day week but his/her employer elect to allow to work a five-day week while still paying him for the six-day week, the sixth day shall not be considered as a day off;

“day shift” means any shift that is not a night shift;

“driver class 1” who is in possession of a valid Zimbabwean or equivalent class 1 driver’s licence, means an employee engaged in driving an omnibus and all classes of vehicles who is responsible for the safe convenience of passengers or goods. May also engage in other duties as assigned by the employer;

“driver class 2” who is in possession of a valid Zimbabwean or equivalent class 2 driver’s licence, means an employee engaged in driving a heavy vehicle except for omnibuses and is responsible for the safe convenience of passengers or goods. May also engage in other duties as assigned by the employer;

“driver class 3” who is in possession of a valid Zimbabwean or equivalent class 3 driver’s licence, means an employee

who is engaged primarily as a driver of a motorcycle or motor tricycle. May also engage in other duties as assigned by the employer;

“driver class 4” who is in possession of a valid Zimbabwean or equivalent class 4 driver’s licence, means an employee engaged in driving a light vehicle who is responsible for the safe convenience of passengers or goods. May also engage in other duties as assigned by the employer;

“driver class 5” who is in possession of a valid Zimbabwean or equivalent class 5 driver’s licence, means an employee who is engaged primarily as a driver of an agricultural tractor or any other construction vehicle or machinery. May also engage in other duties as assigned by the employer;

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

“employee” means any person who performs work or services for another person for remuneration or reward on such terms and conditions as agreed by the parties;

“employer” means any person whatsoever who employs or provides work for another person and remunerates or expressly or tacitly undertakes to remunerate him/her, and includes the manager, agent or representative of such a person who is in charge or control of the work upon which such other person is employed;

“Environment Education Officer” means an employee responsible for Environmental Education from Nursery level to Tertiary level;

“field worker/garden worker/general worker/grounds person” means an employee responsible for taking care of lawns, fields, garden, and flower beds and assist with the general maintenance of school grounds and facilities, cleaning, preparing job sites, loading or unloading delivery materials, and using a variety of tools and machines in carrying out their duties;

“farm manager” means an employee responsible for supervising, directing and coordinating worker activities

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such as planting, irrigation, chemical application, harvesting, livestock, administrative and human resources work and record keeping, arranging for maintenance and repair of farm buildings and equipment, sales and purchasing of farm produce and equipment;

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

“hand launderer” means an employee engaged in the washing and ironing by hand of articles of clothing or linen, which are normally subject to the process of laundering;

“handy person class 1” means an employee engaged primarily in carrying out, under supervision, such duties as minor repairs, renovations and painting of property;

“handy person class 2” means an employee engaged primarily in carrying out, under supervision, such duties as minor repairs, renovations and painting of property, who has undergone a course of instruction from a vocational training institution, government polytechnic college or any registered training institution but does not possess a skilled worker’s certificate;

“head cook/chef” means an employee with formal training and responsible for meals, the purchasing of supplies and the control of kitchen staff and who carries out duties of supervision;

“hostel aide” means an employee who is engaged in the care and maintenance of the residence and general cleanliness, hygiene under supervision;

“house keeper” means an employee with formal training or an appropriate experience who is responsible for the care and maintenance of students and for the general cleanliness, hygiene and supervision of staff;

“industrial holiday” means any day prescribed as paid holiday in terms of Public Holidays and Prohibition of Business Act [Chapter 10:21];

“journeyman” means an employee who is engaged with the skills and duties by means of course or courses of instruction and expertise;

“journeyman’s assistant” an employee who regularly assists a journeyman, but who may not carry journeyman’s work;

- “journeyman’s work” has meaning assigned to its parent industry agreement;
- “kitchen/dining room porter” means an employee who generally cleans kitchenware and the kitchen and/or dining room;
- “laboratory assistant” means an employee responsible to the teacher in charge of Science whose duties include the preparation of materials equipment, washing up, cleanliness of laboratories and ancillary rooms;
- “laboratory technician” means an employee who performs laboratory work without direct supervision and must possess a minimum of Higher National Diploma or equivalent;
- “leading hand” means an employee who is responsible for the routine operations and work of a small group or machine process involving other employees;
- “lecturer/tutor” means an employee responsible for planning of course programs, training, construction of learning objectives, organising training and evaluation of course objectives and making course follow-ups;
- “levy inspector” means an employee responsible for collecting of levies from schools and monitoring of Declarations of wages bills by employers;
- “librarian” means an employee with formal training or appropriate experience responsible for all aspects of library administration, classification, cataloguing, filing, book selection and acquisition as well as the supervision of the other library personnel;
- “library Assistant” means an employee engaged in keeping a library in good order and who carries out cleaning and general library duties as directed by the teacher responsible or librarian;
- “life saver/life guard” means an employee under general supervision, ensures the safety of patrons of an aquatic facility/school by preventing and responding to emergencies and also provides emergency care and treatment as required until the arrival of emergency medical services;

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“mechanic” means an employee responsible for conducting vehicle inspections, repairs, diagnostic testing, maintenance, upgrades and building and assembling machines or mechanical components according to requirements;

“nurse aide” means an employee who is engaged in administering first aid or first line of medication;

“office orderly/messenger” means an employee engaged in any or all of the following duties—

- (a) delivering or conveying letters, parcels, goods and messages or letters on foot or by means of a bicycle;
- (b) operating related office machines;
- (c) bank deliveries;

“overtime” means any time outside the ordinary daily/weekly hours of work required at law;

“parent industry agreement” means in respect of the Schools Development Associations and Committees in Government and Council run schools, the Collective Bargaining Agreement which is adopted for the purpose of payment of wages of employees whose skills are naturally covered by any such agreement and considered under stipulated grades;

“plumber” means an employee with formal training, responsible for interpreting blueprints and building specifications for planning layout of pipes, drainage systems, waste disposal, water supply systems, tubing, and other plumbing materials. Assembling, Installation and fixtures for sinks, toilets, water, geysers, steam, air and other liquids;

“project assistant” is an employee whose role is to provide support and creates balance in the time and scope of executing projects under the direct supervision of the project officer in an establishment;

“project officer” means an employee whose role is to supervise the relationship between different projects and how they are creating value for the school, is responsible for the

conclusion of the different activities for a specific set of projects, verifying that the cumulative value and goals of each project, providing to the school it's the overall strategic project plan;

“receptionist clerk” means an employee engaged mainly in receiving customers or clients and makes appointments with customers or clients on behalf of the school whose duties may include the operation of a telephone appliance;

“regional coordinator” means an employee responsible for the Examination Administration, Finance, Human Resources, Test Development, Research and Evaluation and Information Services at Regional Level;

“salary” means any remuneration, but does not include any payment of any bonus or any other benefit;

“secretary clerk” means an employee with appropriate formal training engaged in carrying out such secretarial functions as taking minutes, preparing agendas, keeping records and other duties;

“security guard/watchman” means an employee who is engaged in protecting the employer’s premises during day and night time, including patrolling the whole premises and controlling entrance to and exits from the premises;

“senior bookkeeper” means an employee with formal training responsible for the supervision of budgets, procurement and payment of supplies, the setup of financial procedures and the other financial administrative tasks such as managing employee contracts, ensuring compliance with the law and contacting local authorities;

“senior cook” means an employee who controls at least three cooks and is fully conversant with all aspects of the preparation and serving of meals, stock control, diets and ordering supplies;

“senior waiter” means an employee who supervises other waiters in all their duties and is in charge of the cutlery and linen;

“skilled worker” means an employee with a National Diploma/ professional qualification recognised by the relevant

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ministry and in line with the occupation one is involved in;

“sports director” means an employee who supervises and oversees sport programs at a school will be responsible for budgeting, promoting, and scheduling for sports teams, coordinating with student academic departments, organising transportation, supervising coaches and guiding sports;

“supervisor” means an employee with appropriate experience responsible for the conduct of staff in any department of an institution as directed by the employer;

“switchboard operator” means an employee who is wholly engaged in the operation of the switchboard.

“swimming pool attendant” means an employee who is engaged in the general maintenance of a swimming pool and its surroundings. His or her duties include the pumping and checking of water levels, as well as the control, monitoring and recording of the quality of swimming pool water by the addition of solid, liquid or gaseous chemicals and the carrying out of simple water analysis tests.

“teacher” means an employee responsible for creating lesson plans and teach those plans to the entire class, individually to students or in small groups, track student progress and present the information to parents, create tests, create and reinforce classroom rules, work with school administration prepare students for standardised tests, and manage students outside the classroom, such as in school hallways and detention;

“telephone operator” means an employee who is engaged in the operation of the telephone.

“tractor driver class 1” means an employee whose duties are primarily to drive a tractor, but who is not in possession of a class 5 driver’s licence;

“tractor driver class 2” means an employee whose duties are primarily to drive a tractor and who is in possession of a class 5 driver’s licence;

“tuck-shop keeper” means an employee engaged in ordering goods, maintaining stocks, and keeping all items for sale and selling of such goods;

“waiter” means an employee engaged in serving meals and drinks, inside or outside the dining room/s of the establishment, and who assists in the preparation and cleaning of the dining room and kitchen and associated equipment and utensils;

“water plant attendant” means an employee responsible for the maintenance and servicing of water tanks and servicing of pumping equipment;

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

Administration of agreement and monthly returns

4.—

- (a) the council shall be the body responsible for the administration of this agreement;
- (b) the council may delegate any of its duties and powers of administration to a local joint committee or any committee appointed by the council subject to the provision of its constitution relating to the appointment of committees;
- (c) the council may at any time vary or revoke any decision made in terms of this agreement by itself or the executive committee or committees appointed by the council;
- (d) every employer or employee shall give access to the council’s agents in making such inspections as the council may deem necessary into the operation of this agreement generally and in particular to ascertain whether or not the provisions thereof are being complied with;

Grading and wages

5.—

Schedules 1 “A” and “B” are for schools which are charging levies ZWL2 000 and below.

Schedules 2 “A” and “B” are for schools which are charging levies between ZWL\$2 000,01 and ZWL\$4 000,00.

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Schedules 3 “A” and “B” are for schools which are charging school levies from ZWL\$4 000,01 and above.

Schedules 4 “A” and “B” are for Better Schools Program Zimbabwe (BSPZ) employees.

Schedules 1 “B”, 2 “B”, 3 “B” are for employees with national diplomas/qualification recognised by the relevant Ministry.

SCHEDULE A

Grade	Schedule 1A		Schedule 2A		Schedule 3A		Schedule 4A	
	1-4 years	5 years plus	1-4 years	5 years plus	1-4 years	5 years plus	1-4 years	5 years plus
	ZWL\$	ZWL\$	ZWL\$	ZWL\$	ZWL\$	ZWL\$	ZWL\$	ZWL\$
1	10 000	10 300	12 000	12 360	12 600	12 978	12 000	12 360
2	10 300	10 609	12 360	12 731	12 978	13 367	12 360	12 731
3	10 609	10 927	12 731	13 113	13 367	13 768	12 731	13 113
4	10 927	11 255	13 113	13 506	13 768	14 181	13 113	13 506
5	11 255	11 593	13 506	13 911	14 181	14 606	13 506	13 911
6	11 593	11 941	13 911	14 329	14 606	15 044	13 911	14 329
7	11 941	12 299	14 329	14 759	15 044	15 495	14 329	14 759
8	12 299	12 668	14 759	15 201	15 495	15 960	14 759	15 201
9	12 669	13 048	15 201	15 657	15 960	16 439	15 201	15 657
10	13 048	13 439	15 657	16 126	16 439	16 932	15 657	16 126
11	13 439	13 842	16 126	16 610	16 932	17 440	16 126	16 610
12	13 842	14 257	16 610	17 108	17 440	17 963	16 610	17 108
13	14 257	14 684	17 108	17 621	17 963	18 502	17 108	17 621

SCHEDULE B

Skilled workers with a National Diploma/professional qualification recognised by the relevant Ministry.

Grade	Schedule 1B		Schedule 2B		Schedule 3B		Schedule 4B	
	1-4 years	5 years plus	1- 4 years	5 years plus	1- 4 years	5 years plus	1- 4 years	5 years plus
	ZWL\$	ZWL\$	ZWL\$	ZWL\$	ZWL\$	ZWL\$	ZWL\$	ZWL\$
8	16 727	17 229	20 264	20 872	24 548	25 284	20 264	20 872
9	17 229	17 746	20 872	21 498	25 284	26 043	20 872	21 498
10	17 746	18 278	21 498	22 143	26 043	26 824	21 498	22 143
11	18 278	18 826	22 143	22 807	26 824	27 629	22 143	22 807
12	18 826	19 391	22 807	23 491	27 629	28 458	22 807	23 491
13	19 391	19 973	23 491	24 196	28 458	29 312	23 491	24 196

Grade	Occupation
1	General Worker, Cleaner, Field Worker, Poultry Attendant, Groundsperson
2	Swimming Pool Attendant, Launderer, Leading Hand, Water Plant Attendant, Hostel Aid, Waiter
3	Driver (Class 3), Office Orderly, Clerk Class 1, Assistant Cook, Boiler Attendant, Child Minder, Welder Class 4, Tractor Driver, Nurse Aid.
4	Driver (Class 4), Clerk Class 2, Machine Operator, Security Guard/Watchman, Senior Waiter, Handy Person, Welder Class 3, Library Assistant.
5	Telephone/Switchboard Operator, Receptionist/Clerk, Typist/Clerk, Tuck-Shop Keeper, Welder Class 2, Driver Class 2, Head/ Grounds Supervisor, Security Supervisor, Clerk Class 3.
6	Driver (Class 1), Cook, Caretaker, Clerk Class 4.
7	Rehabilitation Assistant, Assistant Housekeeper, Artroom Assistant, Senior Cook.
8	Housekeeper, Assistant Librarian, Laboratory Assistant, Mechanic, Plumber, Electrician, Welder Class 1, Builder, Carpenter, Painter, Head Cook/Chef ,Assistant Project Officer.
9	Secretary, Farm Manager, Matron / Boarding Master, Projects Officer.
10	Accounts Clerk/ Bookkeeper
11	Teacher / Trainer, Lecturer / Tutor / Coach, Journeyman, Librarian, ECD Teacher, Nurse.
12	Bursar / Accounting Officer /Senior Bookkeeper, Administrator, Sports Director.
13	Accountant, Occupational Therapist, Physio Therapist, Speech Therapist.

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Contract

6.—

- (a) 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;
- (b) an employer shall, upon engagement of an employee, inform the employee in writing of the following particulars—
 - (i) the name and address of the employer;
 - (ii) the relevant grade, job title and job description;
 - (iii) hours of work;
 - (iv) the period of time, if limited, for which the employee is engaged;
 - (v) the terms of probation, if any;
 - (vi) the terms of any employment code;
 - (vii) particulars of the employee's remuneration and allowances, its manner of calculation and the intervals at which it will be paid;
 - (viii) particulars of the benefits receivable in the event of sickness or pregnancy;
 - (ix) pay dates;
 - (x) particulars of any bonus or incentive production scheme, if any;
 - (xi) particulars of vacation leave and vacation pay;
 - (xii) particulars of any other benefits provided under the contract of employment;
 - (xiii) provision for accommodation, if any;
 - (xiv) the period of notice required to terminate the contract of employment.
- (c) a contract of employment which does not specify its duration or date of termination, other than a contract for casual work or seasonal work or for the performance of

some specific service, shall be deemed to be a contract without limit of time;

- (d) provided that a casual worker shall be deemed to have become an employee on a contract of employment without limit of time on the day that his period of engagement with a particular employer exceeds a total of six weeks in any four consecutive months;
- (e) a contract of employment which specifies its duration or date of termination, including a contract for casual work or seasonal work or for the performance of some specific service, shall despite such specification, be deemed to be a contract of employment without limitation of time upon the expiry of such period of continuous service;
- (f) following the amendment of section 12 of the Labour Act [*Chapter 28:01*] Amendment No. 5 of 2015 on section 4 the duration of contracts of employment of the industry have been fixed as follows—
 - (i) a contract of a period of one month or more but less than three months is renewable three times;
 - (ii) a contract for a period of three months or more but less than one year is renewable four times;
 - (iii) a contract for a period of one year or more but less than two years is renewable three times;
 - (iv) a contract for a period of four years to five years is renewable two times;

After the expiration of the contract periods stated above the employee is deemed to be on a contract without limit of time.

6.1. CONTRACT OF EMPLOYMENT FORM IN GOVERNMENT AND COUNCIL- RUN SCHOOLS

(This Contract form to be completed in BLOCK LETTERS)

N.B. Three copies of this form shall be completed by the parties concerned of which one copy will be retained by the employer and one by the employee and one copy to be sent to the NEC ZSDA/C by the employer

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- shall not exceed nine hours in any period of twenty-four hours;
- (ii) no employer shall permit a shift worker or part-time worker 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 be deemed not to be broken by a break of not less than fifteen minutes;
 - (iii) no employee shall be required to work two (2) shifts in a period of twenty four (24) hours for the purpose of changing a shift or in case of emergency work, and no employee shall commence work on a new shift until at least eight (8) hours have elapsed after completion of his or her previous shift;
 - (iv) no shift worker shall be kept on night shift for a continuous period of more than four (4) weeks without his or her consent.

Overtime and payment

8.—

(1) An employer may request but shall not require an employee to work overtime, and shall whenever possible, give twenty four (24) hours' notice to such employee of such request:

Provided that an employee needed to render emergency work or stock taking shall not decline such request without a reasonable excuse.

- (2) An employee shall—
- (a) be paid all hours worked on overtime; or
 - (b) by mutual agreement, be allowed time off by the employer during normal working hours, equivalent to—
 - (i) one and a half times the amount of time worked in excess of the normal working hours on a working day of the week; or
 - (ii) double the time worked where the time worked was a day the employee would normally be off.

(3) Subject to section (a) and 7(b) where an employee is entitled to be paid for over time, he shall be paid in respect of each hour worked—

- (a) in excess of normal working hours on a working day of the week, at one and a half times his current hourly wage; or
- (b) on a day off or holiday, double his current hourly wage.

(4) For the purpose of calculating payments in terms of subsection (3), any period of a quarter of an hour, but less than half an hour shall be counted as half an hour, and any period more than half an hour shall be regarded as an hour, but any period less than a quarter of an hour shall be disregarded.

8.5 REQUEST FOR OVERTIME

Form NEC ZSDA 06

REQUEST FOR OVERTIME

“Overtime shall only be performed by the employee after approval”

Two copies shall be completed:

- (i) 1 copy for the Employee
- (ii) 1 copy for the Employer

Details of the applicant:

Name in full:

Present salary:

Job title/designation: NEC grade:

Reasons for request:

.....

.....

When is the overtime to be performed?

Expected hours requested

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Actual hours worked

Signature of applicant:..... Date:.....

FOR OFFICE USE ONLY:

Overtime recommended by:
Name Date

Comments:
.....

Recommended payment of overtime: Cash/Time-off

Finance Department: Head/Finance Committee/Bursar

Signature: Date:

Overtime approved/not approved

Reasons if not approved:
.....

.....
Name Designation
.....
Date

Payment of wages and allowances

9.—

(1) Every employer shall pay wages to each employee, weekly, fortnightly or monthly, as the case may be, on or by due date.

(2) Payments for overtime, bonuses and allowances shall be made to each employee, weekly, fortnightly or monthly as the case may be, not later than the last day of the next calendar month:

Provided that an employee whose contract terminates before his ordinary pay day shall be paid not later than on the next pay day; after the date of termination of his contract:

(3) All remuneration shall be paid either by crediting an employee's bank account or building society or People's Own Savings

Bank or by cheque or in cash and shall be accompanied by a wage/salary slip showing—

- (a) the name and grade of the employee; and
- (b) the gross wage/salary; and
- (c) the period for which payment is made; and
- (d) the total number of hours or days worked; and
- (e) the amount of overtime; and
- (f) the amount of any other payment, bonus and allowances whether paid to or on behalf of the employee; and
- (g) any deductions authorised in terms of the law and
- (h) the net amount received by the employee; and
- (i) leave days accrued.

(4) If an employee considers that the payment made to him/her is less than the net amount reflected on the accompanying wage slip, he or she shall notify the employer at the time when the payment is made.

(5) Notwithstanding the provisions of subsection 3), the council may, on application by an employer authorise such employer to use some other system of informing his or her employees of the make-up of their remuneration.

Conversion of rates

10. For the purpose of converting a weekly, fortnightly or monthly wage/salary to—

- (a) the weekly equivalent of a monthly wage/ salary, the monthly shall be divided by four and a third; or
- (b) the fortnightly equivalent of a weekly wage/salary, the weekly shall be multiplied by two; or
- (c) the hourly equivalent of a weekly wage/salary, the weekly wage/salary shall be divided by the number of hours ordinarily worked in a week; or
- (d) the daily equivalent of a weekly wage/salary, the weekly shall be divided by five in the case of employees who work a five-day week and by six in the case of employees who work a six day week and by four in the case of watchmen who work a four day week: or

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- (e) the daily equivalent of a monthly wage/salary, the monthly wage/salary shall be divided by twenty-two in the case of employees who work a five day week and by twenty-six in the case of employees who work a six-day week.
- (f) the hourly equivalent of a daily wage/salary, the daily wage/salary shall be divided by the number of hours ordinarily worked in a day.

Deductions

11. No deduction or set-off of any description shall be made from any remuneration except—

- (a) where an employee is absent from work on days other than industrial holidays or days of leave to which he/she 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 a registered trade union, insurance policies, pension funds, medical aid societies, building societies, burial societies;
- (e) by written consent of an employee, for payment of money lent by the employer on terms that have been mutually agreed to between the parties concerned;
- (f) an amount recovered for payments made in error. The aggregate amount permissible deductions that may be made from the remuneration of any employee in any pay interval shall not exceed twenty-five per centum of the employee's gross remuneration for that interval. Provided that upon termination of an employee's services, an employee shall deduct all outstanding money's due to him/her or any other money lender to whom he was a guarantor.

Payment of travelling and subsistence allowances

12. (1) Every plant/station shall have agreed travelling and subsistence rates at Works Council level which will be reviewed at their work stations from time to time.

(2) An employee who is required to work at a place so far from his or her usual place of work as to necessitate his or her sleeping away from home shall be paid, in addition to his or her wage for the time during which he or she is away from home, either—

- (a) proved expenses for meals and accommodation reasonably and necessarily incurred by him or her; or
- (b) in respect of unapproved expenses for employees who travel away from their workstations, the following allowances shall apply—
 - (i) breakfast;
 - (ii) lunch;
 - (iii) supper/dinner;
 - (iv) accommodation.

(3) Employees who travel away from home stations for periods below five hours and are working away shall get an allowance agreed on by the parties or may get lunch from depot/station canteens visited.

(4) Unapproved travelling and subsistence allowance shall not be claimed for more than 14 consecutive days from being away from home station unless it is by consent of the employer.

Casual work

13. (1) Casual employees shall only be engaged for a period of not more than six weeks in any four consecutive months.

(2) Any employee who is employed on a casual basis as defined shall be paid at double the normal daily wage/salary.

Public holidays

14. (1) All days declared in terms of the Public Holiday and Prohibition of Business Act [*Chapter 10:21*] as public holidays, shall be industrial holidays, provided that, when an industrial holiday falls on a Sunday, the following day shall be deemed to be an industrial holiday, this shall not apply to watchmen and those on shift work.

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(2) Every employee shall be granted leave of absence on industrial holidays, and shall be paid his or her normal daily wage for the industrial holiday, this shall not apply to watchmen and those on shift work.

(3) The employer shall not require an employee to work on an industrial holiday, except in cases of emergency work, in which case the employee shall be paid in terms of section 8.2 (b) (i) and (ii) in respect of time worked.

Continuous service

15. Continuous service shall be deemed to be broken only by death, resignation, retirement or discharge of the employee concerned, provided that the employee who is discharged and re-engaged by the same employer within two months shall be deemed to have continuous service, provided a period of absence between discharge and re-engagement of more than two months, shall not be taken into consideration when calculating length of service.

Gratuity

16. (1) An employee who has completed five or more years of continuous service shall, on termination of such employment, irrespective of the circumstances of such termination, be paid gratuity of not less than the amount derived by multiplying the appropriate number of completed years of continuous service by the appropriate percentage of current monthly wage on termination as set out in the schedule below.

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

(3) Any additional year of service beyond the table below is to be added 1%.

YEARS IN SERVICE	PERCENTAGE GRATUITY DUE
5	20
6	21

S.I. 13 of 2024

YEARS IN SERVICE	PERCENTAGE GRATUITY DUE
7	22
8	23
9	24
10	25
11	26
12	27
13	28
14	29
15	30
16	31
17	32
18	33
19	34
20	35
21	36
22	37
23	38
24	39
25	40
26	41
27	42
28	43
29	44
30	45
31	46
32	47
33	48
34	49
35	50

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Protective clothing and uniforms

17. (1) Every employer shall supply, free of charge and shall maintain in good condition, adequate protective clothing and appliances, including where necessary, caps, gloves, leggings, footwear and protective ointment to any employee who is exposed to wet or dirty processes, cold, heat or any poisonous, corrosive or other injurious substance liable to cause injury or disease to the person or damage to clothing.

(2) Where articles of food or drink are prepared or handled, the employer shall provide free of charge, to each employee, and shall maintain in a clean state and good condition suitable overalls and caps of washable material.

(3) Employees shall wear or use the protective clothing or appliances supplied to them in terms of this clause and the employer shall take all reasonable steps to ensure that the protective clothing and appliances are worn or used by such employees.

Conditions

- (a) any equipment supplied to an employee in terms of this section shall remain the property of his employer and shall be returned in good condition on the resignation, retirement or discharge of such employee;
- (b) any clothing supplied to an employee in terms of this section shall remain the property of his employer and any set issued within the last 6 months shall be returned in reasonable condition on the resignation, retirement or discharge of such employee;
- (c) no protective clothing or appliances provided in terms of this section shall be removed from the employers' premises, except on the authority of the employer.

(4) The employer shall supply free of charge, at least two sets of protective clothing to every employee once in twelve months. The employer who requires employees to wear uniforms shall supply the employees at least two sets of the uniforms twice in a calendar year.

(5) Every employer shall either permit his/her employee to take their overalls, uniforms or dust coats to their places of residence at

least once per week, to enable the employees to launder such overalls, uniforms or dustcoats or arrange for the laundering of such uniforms himself or herself.

(6) Where an employer does not arrange for the laundering of his employees' overalls, uniforms or dustcoats he shall subject to availability, provide each employee with a bar of washing soap per month to be used by the employee to launder such overalls, uniforms or dustcoats. Should an employee report for duty with dirty or unwashed overalls, uniforms or dustcoat on any day during the month for which such soap has been provided, then the employer may suspend the employee for the remainder of that day, without pay, and give him/her a written warning.

Supply of tools and equipment

18. An employer shall, at his own expense provide for use by his worker all tools necessary for the performance of their work.

Registration, council dues and penalties

19. (1) The funds of the council shall be vested in, and administered by the council in terms of the constitution.

(2) For the purposes of contributing to the expenses of the council; the employer shall deduct a levy as prescribed by the council from the employees engaged. The levy so deducted, the employer shall add the equivalent amount. The employer shall pay 1.5% of the total wage/salary bill and deduct 1.5% from the employee's gross wage/salary and remit the total deductions to the council no later than the seventh day of the succeeding month. An employee who has worked for at least 4 weeks shall be liable to pay the NEC Levy:

Provided that if the council considers that the accumulated funds standing to its credit are sufficient for its needs, it may at its discretion, exempt the employer and employee from paying such levy, or any part thereof, for such period as it may consider necessary.

(3) Council shall institute legal proceedings against employers who effect levy deductions from their employees and fail to remit the same to council. An employer who does not effect deductions in terms of this section shall be liable to a surcharge equivalent to the outstanding levy and the employer's contribution. Further the council is empowered to charge interest on defaulters at the ongoing market rate.

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(4) The dues shall be paid monthly in arrears falling due at the end of the month in which the income is earned.

(5) The dues to be paid by each employee every month shall be at the rate of one comma five *per centum* (1.5%) of the employee's monthly wage or salary and as at the date of deduction and at the same percentage thereafter at the end of each succeeding month:

Provided that—

- (a) no dues shall be payable by an employee where, owing to any lawful cause, an employee's pay is reduced below 66% of his normal wage or salary; provided that the employer shall continue to pay its portion of the levy based on the going wage rates;
- (b) deductions shall be made in advance from the leave pay paid to an employee prior to his commencing his leave.

(6) The dues to be paid by each employer each month shall be that amount which equals the total deductions made in terms of this section.

(7) Every employer shall forward the total received from his/her employees and employer's contribution, together with the prescribed form, to be received at the council's office within seven days after pay day or within seven days after the end of the month.

19.8 EMPLOYMENT COUNCIL CONTRIBUTION FORM

Name of institution.....

Address.....

Telephone number(s).....Contact person.....

Signature.....date.....

Declaration:.....

.....

.....

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In terms of section 59 of the Labour relations Act [Chapter 28:01] And nec registered Constitution of November, 2006, an employee contributes 1.5% And employer pays 1.5% per every employee.

Issued..... Date.....

Bank details: Bank: CBZ (Rtgs)
Acc. Name: NEC for Schools Development Association and Committees
Branch: Kwame Nkrumah Avenue, Harare
Acc #: 01121303970020

NB: This form must be conveyed with every payment made.

19.9 DECLARATION OF EMPLOYMENT STATUS BY THE EMPLOYER

DECLARATION OF EMPLOYMENT STATUS BY THE EMPLOYER

(To be submitted by the 30 June and 31 December every year)

Name of employer:

Date:

Employment council registration number (if any).....

AMENDMENTS

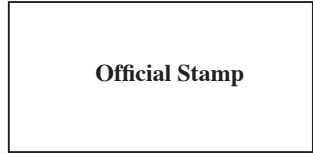
Name of Employee	Grade in which Employed	Effective date of Employment	Date of Promotion	Date of Termination	Employment Council Registration Number

(Attach annexure if necessary)

Date processed:

Employer's Signature:

Designation:



Weekly rest/off day

20. (1) Every employee shall be entitled to rest not less than twenty-four continuous hours each week, either on the same day every week or on a day agreed by the employer and employee, Weekly rest is to be negotiated at plant level taking into consideration religious and cultural backgrounds. Weekly rest days are not accruable.

(2) Every 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) However if an employee consents to work on a public holiday or on a weekly rest, he shall be paid not less than double the remuneration for that day whether or not that day is one on which he would otherwise have been required to work.

Termination of contract

21. (1) No employer shall terminate a contract of employment on notice unless—

- (a) the termination is in terms of an employment code or, in the absence of an employment code, in terms of the model code made under section 101(9) of the Labour Act; or
- (b) the employer and the employee mutually agree in writing to the termination of the contract; or
- (c) the employee was engaged for a period of fixed duration or for the performance of some specific service; or
- (d) pursuant to retrenchment in accordance to section 12C of the Labour Act [*Chapter 28:01*].

(2) Where an employee is given notice of termination of contract in terms of subsection (1) and such employee is employed

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under the terms of the contract without limit of time the provisions of section 12C of the Labour Act [*Chapter 28:01*] shall apply with regard to Compensation to Loss of Employment.

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

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

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

(4) Whenever a 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 (3).

(5) Notwithstanding subsection (3) or (4) the parties to any contract 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 the right to payment for a period corresponding to the appropriate period of notice required in terms of subsection (3) or (4).

Retirement age

22. (1) Early retirement can be taken at the age of 55 years. The employer or employee may terminate the contract of employment by giving at least three months' notice

(2) Normal retirement shall be taken at the age of 60 years. The employer or employee may terminate the contract of employment by giving at least three months' notice.

(3) Late retirement can be taken at the age of 65 years. The employer or employee may terminate the contract of employment by giving at least three months' notice.

(4) It is at the employer's discretion to allow an employee who has reached the late retirement age to continue to work after making a mutual agreement benefiting both parties.

Maternity leave

23. (1) Unless more favourable conditions have been provided for in any employment contract, Maternity Leave shall be granted in terms of this section for a period of ninety-eight (98) days on full pay to a female employee.

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

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

(4) During the period when a female employee is on maternity leave in accordance with this section, her normal benefits and entitlements including her rights to seniority or advancement and the accumulation of pension, 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.

(5) A female employee who is a mother of a nursing child shall during each working day be granted at her special request one hour or two a half hour periods, as she may choose during her normal working hours for the purpose of nursing the child. Such persons may combine the portions or portion to which she is entitled with any other break so as to increase the nursing period.

(6) Any person who contravenes this section shall be guilty of an Unfair Labour Practice.

(7) Notwithstanding subsection (5) and (6), the granting of breaks during normal working hours to a female employee for the purposes of nursing the child shall be made in accordance with the terms of her employment contract and nothing is to be done to prevent any disruption of normal production processes or any interference with the efficient running of any industry shall be held to be in contravention of subsection (5).

(8) A female employee shall be entitled to the benefits in subsection (5) for a period she nurses the child or six months whichever is lesser.

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Sick leave

24. (1) Unless more favourable conditions have been provided in any employment contract, sick leave shall be granted in terms of this section to any employee who is prevented from performing his or her duties due to illness, or injury or undergoes medical treatment which was not caused by his or her failure to take reasonable precautions.

(2) During any one year period of service of an employee the employer upon request by an employee accompanied by a certificate signed by a registered medical practitioner grant ninety days sick leave on full pay.

(3) If during any one year period the employee has used the maximum ninety days on full pay. The employee at the request of the employer supported by a certificate signed by a doctor grant a further ninety days, on half pay were in of the opinion the Medical Practitioner, the employee is likely to resume his duties after such further period.

(4) If in a one year period an employee exceeds, either ninety days on full pay or subject to subsection (3), one hundred and eighty days of full and half pay. The employer may propose to terminate the employment of the employee concerned.

(5) Any employee who so wishes may be granted additional Sick Leave on accrued leave days instead of sick leave on half pay or without pay.

Vacation leave

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

Provided that, if an employee is granted only a portion of the total vacation leave which he might have accrued, he may be granted the remaining portion at a later date without forfeiting any accrued days.

(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 may be granted vacation leave without pay.

Special leave

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

- (a) who is required to be absent from duty on the instruction of a medical practitioner because of contact with an infectious disease;
- (b) who is wanted to attend a Court in Zimbabwe as a witness;
- (c) who is wanted to attend as a delegate or office bearer at any meeting of an appropriate 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 dependents;
- (f) on any justifiable compassionate ground.

Exemptions

27. The Council may at its sole discretion upon application by an employer within the scope coverage of the Council or employees grant exemption with respect to any of the provisions of this agreement:

Provided that an application for exemption on the payment of prescribed wages shall be accompanied by—

EXEMPTION APPLICATION CHECKLIST

1	Must be a contributing member of the Employment Council.
2	Application for Exemption Letter clearly stating number of enrolment of pupils, levies charged, list of names, grades and current and proposed wages of employees affected.
3	Signed minutes of the Works Council (if any) or meeting held with workers where workers were consulted by the employers of their intention to seek exemption from paying prescribed wage/salaries.

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4	Period to be exempted.
5	Summary bank statement for the past 6 months.
6	Financials <ul style="list-style-type: none"> • Proposed and actual budget with variances stated • Income and Expenditure Account • Audited final accounts (if any) • Other financial statements (relevant to the exemption application)
7	Contactable Contact Person and Contact Details
8	Send 6 sets to: The General Secretary NEC ZSDA/C Exemption Committee Harare

Workers committee

28. (1) Every establishment which does not have a workers committee shall be obliged if its employees so desire, to afford the employees reasonable facilities and opportunities for meeting and communicating with each other. A designated agent from the council and/or trade union representative of National Education Union of Zimbabwe (NEUZ) shall supervise the formation of a workers committee.

(2) A workers committee shall be formed and shall conduct its affairs and proceedings in accordance with provisions of the industrial regulations and code of conduct, *mutatis mutandis*, Labour Relations Act, and shall do nothing which is inconsistent with the provisions of this agreement.

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

(4) Meetings shall be held during working hours and outside working hours with the consent of the employer. Members of the workers committee who require to investigate matters falling within their jurisdiction shall on application, be allowed reasonable time off to do so, provided that the ordinary business of the organization is not interrupted.

Works council

29. (1) At 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 workers committee.

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

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

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

(5) 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) productivity development plans, job grading and training and education schemes affecting employees;
- (c) partial or total closures and mergers and transfer of ownership;
- (d) the implementation of an employment code of conduct;
- (e) the criteria for merit increases or payment of discretionary bonuses

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- (f) the retrenchment of employees, whether voluntarily or compulsory:

Provided that any matter involving retrenchment of five or more employees within a period of six months shall be governed by section 12C and 12D of the Labour Act [*Chapter 28:01*], unless otherwise agreed by the employer with the members of the works council representing the workers committee.

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

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

Union and association dues

30. The employer shall be responsible for deducting from employee's gross salary and remitting statutory dues to the respective accounts for:

1. National Education Union of Zimbabwe (NEUZ), 4% from employee's gross wage/salary and;

2. Zimbabwe Schools Development Associations and Committees (ZSDA/C), 2% from employer's total wage bill.

Meetings of the council

31. (1) Upon written request from the Council, an employer shall release on paid leave of absence—

- (a) an employee, who is a bona-fide representative or alternate on the Council shall be given a maximum of five (5) fully paid working days per year, for the purpose of attending any meeting of the council; or

- (b) for the employer, as long as he/she has proven accurately the need to be released from their undertaking to attend a statutory bonafide meeting in terms of the law is also covered by the same provision of the Act.

(2) No employer shall dismiss an employee specified in subsection (1) because of time spent by such an employee on the work of the council, its committee or subcommittee.

Availability and accessibility of copy of agreement

32. (1) The employer shall exhibit a copy of this agreement and any amendments thereto in a place accessible to every employee.

(2) No person shall, without lawful cause, alter, deface or remove, or cause to be altered, defaced or removed, a copy of this agreement, save on the instruction of the council carrying out responsibilities under subsection (1).

Immunity of employees on collective job action

33. (1) Subject to this section no workers' committee or registered or certified Trade Union or an employee member to a bonafide Union which threatens, recommends or engages in lawful collective job action shall be liable to any civil liability or proceeding thereof. Provided that all the necessary procedures have been tried and failed and a deadlock still exists.

(2) Notwithstanding subsection (1) all employees shall be entitled to the same immunity as is conferred upon a worker's committee, or trade union in terms of section 108 of the Labour Act [Chapter 28:01] and in addition no employee's employment shall be terminated on the grounds that he has recommended or engaged in any lawful collective job action.

Code of conduct

34. The code of conduct as registered in terms of section 101 of the Labour Act [Chapter 28:01] shall be observed by all employers and employees in the industry.

Records to be kept by the employer

35. (1) The employer shall keep records for employees for which wages/salaries are prescribed which shall reflect the following—

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- (a) employment number; (if available)
- (b) full name; and
- (c) grade and occupation; and
- (d) date of engagement; and
- (e) wage rate; and
- (f) daily and total of number and hours worked; and
- (g) amount of overtime; and
- (h) bonus and allowances; and
- (i) deductions from wages/salaries; and
- (j) gross and net wages/salaries; and
- (k) date of payment and signature of recipient.

(2) These records shall be kept at the establishment at all times and shall be made available for inspection by a council designated agent at any time on demand.

(3) Such records shall be kept for a period of not less than three years.

Inspections and dispute resolution

36. (1) For the purpose of enabling it to exercise its powers and perform its functions in terms of the Labour Act [*Chapter 28:01*], the council may, and when so directed by the Registrar shall, advise the Registrar of persons whom it wishes to be appointed as designated agents.

(2) If the Registrar approves of the person advised in terms of subsection 1), he or she shall appoint them as designated agents of the council and shall issue them with certificates of appointment.

(3) A designated agent of the council may —

- (a) require any employer for which the council is registered—
 - (i) to grant him or her access to his or her employees for the purpose of advising and assisting them in relation to their rights of employment;
 - (ii) to grant him or her access to his or her premises and to the books, records and other documents relating to his or her employment for the purpose

- of examining and ascertaining matters relating or affecting the employment of his or her employees who are represented by the trade union or federation of trade unions which is a member of the council concerned, and of ascertaining whether or not the terms of any relevant collective bargaining agreement and regulation are being observed;
- (b) the designated agent registered under the Ministry of Labour for this sector or undertaking shall have unhindered access to all government and council-run schools in the area of Zimbabwe for the purposes of conducting any search therein, where there are reasonable grounds for believing that such entry or search is necessary for the prevention, investigation or detection of an offence in terms of the Labour Act or this agreement or for the seizure of any property which is the subject of an offence in terms of Labour Act or agreement. If any authority hinders or prevents a registered designated agent of an industry of undertaking to carry out such duties shall constitute an offence and shall be liable to a fine or imprisonment as prescribed in Labour Act [*Chapter 28:01*].
- (c) it shall be the duty of every designated agent to act in such a manner as to ensure that—
- (i) impartiality and principles of natural justice are observed at all times;
 - (ii) he or she discloses to the parties any current or past managerial, representational, or consultative relationship with any employer or employers' organisations, trade union or a federation that is involved in the dispute at hand;
 - (iii) all pre-hearing matters are handled in a manner that fosters complete impartiality;
 - (iv) a fair and adequate hearing which assures that both parties have sufficient opportunity to present their case is held and that where written submissions are made, to ensure that these are exchanged between the parties and that each party is given a reasonable opportunity to make counter submissions;

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- (v) the hearing process is conducted so as to advance the fair and efficient resolution of the matter(s) submitted for decision, including making all reasonable efforts to prevent delaying tactics, harassment of parties or other participants or other abuse or disruptions being practiced;
- (vi) he or she discharges duties with propriety without being influenced by—
 - A. any partisan interest, or public clamour;
 - B. family, personal, social, political or other interests.

(4) Upon reaching a decision on the matter at hand, it is not proper for a designated agent to inform anyone of any decision in advance of the time it is given to all parties.

(5) A designated agent of the council who meets such qualification as maybe prescribed shall, in his or her certificate of appointment, be authorized by the Registrar to redress or attempt to redress any dispute of unfair labour practice—

- (a) occurring in any institution for which the council is registered; and
- (b) which has been referred to him or her by the council;

(6) Any dispute arising from this agreement, or its interpretation, shall refer such dispute to a designated agent to the council for resolution by the employer or employee as the case may be.

(7) Upon reference of any dispute arising from this agreement, the Secretary of the council shall refer such dispute to a designated agent of the council to deal with the dispute in terms of the Labour Act [*Chapter 28:01*].

(8) The designated agent shall within 30 days of receipt of the dispute convene a meeting of the parties to the dispute and hear oral and written evidence.

(9) The designated agent shall at the conclusion of the hearing of the matter make an appropriate determination he or she deems fit. Any party who is aggrieved by the designated agent's decision shall have the right to appeal and representation to a disputes committee set up by the council.

Declaration

37. Memorandum of Agreement for the Collective Bargaining Agreement made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*] of 1996 between Zimbabwe Schools Development Associations and Committees (ZSDA/C) (herein referred to as “the employer” or “the employer’s Organisation”), and the National Education Union of Zimbabwe (NEUZ) (herein referred to as “the employees” or “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 therein.

Signed at Harare on behalf of the parties this 4th day of May, 2021.

On behalf of Zimbabwe Schools Development Associations and Committees (ZSDA/C).

CLAUDIO MUTASA,
ZSDA/C President,
On behalf of National Education Union of Zimbabwe (NEUZ).

KENNIAS SHAMUYARIRA,
NEUZ General Secretary,
On behalf of NEC for Zimbabwe School Development,
Associations and Committees for Government and Council run
Schools (NEC ZSDA/C).

TAWANDA MUTSVAIRO,
NEC General Secretary.

RASTON JOHN CHINYAMUNYAMU,
NEC Chairman.

