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IT is hereby notified that the Minister of Public Service, Labour and Social Welfare, has, in terms of section 80(1) of the Labour Act [*Chapter 28:01*], published the Collective Bargaining Agreement as set out in the Schedule, which replaces the agreement published in Statutory Instrument 26 of 2017. This agreement was registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR THE TRANSPORT
OPERATING INDUSTRY
COLLECTIVE BARGAINING AGREEMENT: TRANSPORT
OPERATING INDUSTRY

This collective bargaining agreement was made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*] between the Transport Operators' Association of Zimbabwe (hereinafter referred to as "the employers' organisation"), of the one part, and the Transport and General Workers' Union (hereinafter referred to as "the employees" or "the trade union"), of the other part, being parties to the National Employment Council for the Transport Operating Industry, to lay down conditions of service in the Transport Operating Industry of Zimbabwe.

Title and period of operation

1. (1) This agreement shall be cited as the Transport Operating Industry Collective Bargaining Agreement, hereinafter referred to as the CBA.

(2) This agreement, in terms of section 80 of the Act, shall operate from the first day of the month following the date it is signed and be operative until it is renegotiated.

Application

2. (1) This agreement shall apply to—

- (a) the employers and the employees in the Transport Operating Industry (hereinafter referred to as "the industry"), who are members of the employers' organisation and "the trade union", respectively, in the area of Zimbabwe; and
- (b) all other employees and employers in the industry in Zimbabwe.

(2) No employer or employee may waive any provision of the Agreement whether or not the said provision creates a benefit to, or an obligation on the employer, or employee concerned. Each provision shall create a right or obligation as the case may be, independently of the existence of other provisions except where there is an incentive production scheme in terms of section 13 of this Agreement. 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 there under 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.

Interpretation

3. In this Agreement any reference to the masculine also refers to the feminine—

- “Act” means the Labour Act [*Chapter 28:01*] as amended;
- “accounting supervisor” means an employee in charge of the accounts section and performing work up to trial balance and checks work done by clerks in the department;
- “accounts clerk” means an employee in the accounts department who does reconciliation of information in terms of hours worked, invoicing, banking and related duties;
- “analysis clerk” means an employee who analyses waybills and other documents;
- “artisan/journeyman” means an employee who is a holder of a journeyman registration certificate issued by a National Industrial Council, and recognised by the Registrar of Apprenticeship and Skilled Manpower;
- “arrivals controller” means an employee who records the arrival time for drivers and collects and verifies the documentation for onward transmission to the business manager;
- “assistant fleet controller” means an employee who allocates duties to vehicles and monitors their movement under the supervision of a fleet controller;
- “assistant hub operator” means an employee who enters all collected and delivered goods information into the computer system;
- “bookkeeper” means an employee responsible for debt reconciliation, bank reconciliation, updating cashbooks and prepares management accounts and reports;
- “book out clerk” means an employee who checks vehicles in and out of a depot by ensuring that all the necessary paperwork is in order;

- “border clerk” means an employee stationed at a border post who makes sure that all the documentation is in order for submission to clearing agents and that the requirements of ZIMRA are met when vehicles leave and return to Zimbabwe and may include the making of appropriate payments;
- “brake shoe reliner” means an employee who checks, maintains and replaces the brake linings on company vehicles;
- “bus driver” means an employee who drives a bus as defined by the Road Traffic Act [*Chapter 13:11*];
- “buyer” means an employee who sources spares and materials for the enterprise;
- “C and D driver” means an employee who assists in the collection and distribution of materials or spare parts using a van or truck and checking them against consignment notes and may include the making and receiving of payments;
- “C and D tricycle messenger”, means an employee who assists in the unloading and distribution of small parcels, envelopes, etc. and checking them against consignment notes; sorting, checking and loading them into a tricycle container; delivering and collecting these items and arranging appropriate receipts for cash or goods;
- “calendar month” means the period commencing on the first day of a month and ending on the last day of that month;
- “canteen assistant/scullion” means an employee performing general cleaning duties and assisting in other duties in the canteen;
- “canteen cook” means an employee who prepares meals as required including, where appropriate, the writing of requisitions for ingredients needed;
- “cash collection superintendant” means an employee who supervises cashiers;
- “Cashier” means an employee who works in a cash office and receives cash payments on behalf of the company;
- “casual employee” means an employee whose engagement

- is for a period of not more than six weeks in any four consecutive months;
- “casual work” means work for which an employee is engaged by an employer for not more than a total of six weeks in any four consecutive months;
- “charge-hand” means a working tradesman with a supervisory responsibility over his or her workmates but is below the foreman;
- “checker” means an employee who checks incoming and outgoing goods at a freight shed or warehouse;
- “chief wages clerk” means an employee who over and above the duties of a wages clerk, supervises and monitors the preparation and payments thereof;
- “claims and investigations clerk” means an employee performing the tasks of receiving invoices, discrepancy reports and damage claims from depots or customers, investigating damaged and lost goods and writing reports on the cause of damage to customers;
- “claims officer” means an employee who registers and processes claims lodged by customers in respect of damaged or missing goods;
- “cleaner/tea maker” means an employee who prepares tea as required and is engaged in general cleaning duties;
- “clerk” means an employee engaged in duties such as writing, filing, compiling attendance registers and employment records;
- “coach driver” means an employee who drives luxurious buses and has training in customer care;
- “conductor” means an employee who issues tickets on behalf of the employer on an omnibus or at a terminus or any other location and is responsible to the employer for money, inclusive of travel documents received in respect of all issued tickets;
- “continuous service” means, subject to the provisions of section 23, the total period of unbroken service of an employee with an employer;

- “contract employee” means an employee who is engaged for a specific period, task, or project;
- “Council” means the National Employment Council for the Transport Operating Industry;
- “crane operator” means an employee who uses a crane to load and offload cargo;
- “creditors clerk” means an employee who verifies charges from suppliers in respect of official procedures, prepares payment vouchers, allocates the vouchers in accordance with the coding manual, prepares input documents to adjust balances in the accounts payable ledger and undertakes queries in relation to creditors;
- “crushing machine operator” means an employee who operates and adjusts an engine/electric belt driven machine/mill which crushes coal and/or other materials to required sizes;
- “customer care supervisor” means an employee who monitors the performance of customer care service agents and communicates with customers on any relevant urgent matters;
- “customer service centre agent” means an employee who carries out customer visits and attends to their concerns;
- “data audit clerk” means an employee who corrects errors on data capturing mainly on consignment notes;
- “data capture clerk” means an employee who puts raw data into a computer;
- “day-off” means that day in the week on which an employee is not normally required to work;
- “debtors clerk” means an employee who in addition to regular accounts work puts through transfer journals, makes adjustments to customer’s statements, other than write offs, works under close supervision;
- “depot” means any place established by the employer as a base for carrying out any activities for a company;
- “council” in terms of section 63 of the Labour Act;
- “dispute of interest” means any dispute other than a dispute of right;

- “dispute of right” means any dispute involving legal rights and obligations including any dispute occasioned by an actual or alleged unfair labour practice, a breach of this Collective Bargaining Agreement, the Labour Act or any regulations made under the Labour Act;
- “driver” means an employee employed for the purposes of driving company vehicles;
- “driver controller” means an employee who allocates drivers to depots and departments, handles driver queries and compiles timesheets;
- “driver inspector” means an employee who supervises drivers, inspectors and conductors, and may assume their duties in the event of a crisis;
- “driver trainer/instructor” means an employee who imparts driving skills and assesses driver competence;
- “emergency work” means work which must be performed immediately in order to prevent harm to the employer’s assets or to the employees, or to nearby persons or properties, or which must be carried out without delay in the public interest;
- “employee” means any person who performs work or services for another person for remuneration or reward on such terms and conditions as agreed upon by the parties or as defined in the Act;
- “engineering clerk” means an employee who compiles engineering reports for the whole division;
- “employment code” means an employment Code of Conduct for the Transport Operating Industry registered in terms of section 101 of the Act;
- “employer” means a person as defined in the Act, who is engaged in or provides employment for persons in the Transport Operating Industry;
- “equipment controller” means an employee who ensures that all equipment (tarpaulins, jacks etc.) on vehicles arriving at a depot is accounted for and reports any shortfalls;

- “equipment supervisor” means an employee who ensures that all equipment (tarpaulins, jacks etc.) on vehicles arriving at a depot is accounted for and reports any shortfalls, and who has subordinates;
- “excavator operator” means an employee who digs up and piles ore, sand or stones using an excavator;
- “filing clerk” means an employee who sorts papers and documents and puts them away according to a defined system;
- “fleet administrator” means an employee who maintains all operational records pertaining to a fleet and its drivers;
- “fleet controller” means an employee who controls vehicle movements, supervises drivers and traffic controllers;
- “forklift operator” means an employee who loads and offloads cargo from and onto trucks, warehouses and workstations and lifts heavy objects using a forklift;
- “freight operator” means an employee who sources and supervises the collection and delivery of loads;
- “fuel issuer” means an employee who puts petrol or diesel in company vehicles after first receiving orders and records all the details of what he/she has done in writing. His/ Her duties may also include the issuing of paraffin;
- “fuel issuing clerk” means an employee who allocates duties to fuel issuers, attends to drivers queries on fuel, reports on malfunctioning equipment and checks that fuel consumption is properly accounted for and reports discrepancies when they arise;
- “gate checker” means an employee who makes sure that drivers have all the necessary documentations before leaving the depot;
- “gate checker supervisor” means an employee who makes sure that gate checkers are doing their jobs properly;
- “general hand/worker” means an employee engaged in general labouring duties;
- “grade” means a grade listed in the First Schedule;

- “grader operator” means an employee who operates an earth moving grader;
- “guard/watchman” means an employee whose duties are to protect premises and any other movable or immovable property of any description;
- “handyman” means an employee who is employed on mechanical, electrical or carpentry work, boiler maintenance, welding, painting, repairs and renovations of a minor nature to his/her employer’s property, but who is not required to embark upon, or carry out any single task in occupations prescribed for trade designated or deemed to have been designated in terms of the Manpower Planning and Development Act [*Chapter 28:02*];
- “hardware support technician” means an employee who repairs and services all information technology equipment;
- “hire-car” means a public service vehicle having sitting capacity for not more than seven passengers, which is let with a driver to a hirer, under contract for a period which is not less than twenty-four hours;
- “home base” means the place where an employee works and resides;
- “host” means an employee who serves refreshments to clients in transit;
- “hub operator” means an employee who supervises all computer systems staff, installs hardware and software, and monitors or attends to equipment;
- “human resources clerk” means an employee who keeps records, files etc. pertaining to employees;
- “hoist/hyster operator” means an employee who uses a mobile heavy-duty machine to load or offload heavy objects;
- “industrial holiday” means any day prescribed as a holiday in terms of section 20 of this CBA;
- “internal messenger” means an employee engaged in the conveying or delivery of letters, parcels and messages within a company;

- “international truck/coach driver” means an employee whose duties include driving vehicles across the borders of Zimbabwe;
- “inspector/risk controller” means an employee who is qualified to undertake any duty required to be carried out by the inspectorate of the traffic department of an omnibus company;
- “inspector (horse)” means an employee who makes sure that the servicing and repairs carried out on horses meet required standards;
- “invoice clerk” means an employee who raises manual or computer documents, listing the goods sold and their price, and may be required to handle cheques/cash to some extent;
- “I.T. technician” means an employee who holds a suitable qualification in computer science, is able to modify and change operating software and programmes, and/or is responsible for the general security of the soft/hardware and equipment;
- “jumbo leg man” means an employee who performs the duties of assisting in the coupling and uncoupling of tractors and trailers, lifting, setting down and adjusting jumbo legs of independent trailers and closing, locking and sealing trailer doors if required;
- “kitchen porter” means an employee engaged in carrying catering stocks, cleaning and duties related thereto;
- “lay-over” means, subject to the provisions of section 5, a period of duty performed by a driver for the purpose of booking on and booking off his/her vehicle, or non-driving-time between journeys at bus stations and termini, but does not include driving duty;
- “linen repairer” an employee engaged in minor or lighter mending duties;
- “local authority area” means the area of—
- (a) a city or municipal council;
 - (b) a town council;

- (c) a ward of a district council which has been declared to be a designated area in terms of section 7(1) of the Rural District Councils Act [*Chapter 29:13*];
- “local operator” means an employee who allocates duties to drivers, packers and stackers in removals and storage as well as attending to customers;
- “lorry mate” means an employee who assists the driver in checking and securing the load and makes sure that deliveries are made correctly and that all the necessary paperwork is in order;
- “main council” means the supreme body of the NEC for the Transport Operating Industry which constitutionally presides over the Council and all the related sub-committees. It is headed by a chairman from the bipartite parties on a rotational basis;
- “medical practitioner” means any person who is certified by the Health Professions Council and/or registered by the Traditional Healers’ Association of Zimbabwe;
- “minor repairs” means all or any of the tasks performed by a workshop assistant, under supervision;
- “night driving” or “night omnibus-conducting” means any period of driving or conducting normally carried out between the hours of 9 p.m. and 4 a.m.;
- “night shift” means a shift in which the majority of hours worked fall between 6 p.m. and 6 a.m.;
- “operations clerk” means an employee who keeps records, such as files pertaining to operational issues;
- “overtime” means any time worked outside the normal hours of work fixed in terms of section 5 of this CBA;
- “parts picker” means an employee who sorts parts into their respective bins when they arrive at a company and distributes appropriate parts as per requisitions;
- “personnel assistant” means an employee who creates, maintains and keeps personnel records;

- “piece-work” means any system by which earnings are calculated wholly on the quantity or output of work done; irrespective of the time spent on such work;
- “P.O.D. clerk” means an employee who receives and checks proof of deliveries against way-bills, investigates missing proof of delivery documents and sends copies to points designated on request, and such other clerical duties as may be assigned;
- “qualifying service” in relation to leave accrued by an employee, means any period of employment following the completion of the employee’s first year of employment with an employer;
- “radio operator” means an employee who relays instructions and information by the use of a radio;
- “receptionist” means an employee who receives and makes telephone calls for the organisation, receives and directs clients, and mans the reception area;
- “registrar” means the Registrar of Labour Relations appointed in terms of the Act;
- “replacing” means the fitting into position of parts previously removed, but excludes the final setting or adjustment of such parts;
- “retrench” in relation to an employee, means to terminate the employee’s employment for the purpose of reducing expenditure or costs, adapting to technological change, reorganising the undertaking in which the employee is employed, or for similar reasons, and includes the termination of employment on account of the closure of the enterprise in which the employee is employed;
- “rigger” means an employee who performs the duties of fitting tarpaulins to protect freight loaded onto open trailers and securing the load and tarpaulins with ropes, belts or chains;
- “risk control assistant” means an employee who under supervision, undertakes any duty carried out by the inspectorate of the traffic department of an omnibus company;

- “road train driver” means an employee who drives a vehicle with three trailers or more;
- “scooter driver” means an employee who does messenger duties using a motorised bicycle;
- “secretary” means an employee who handles correspondence, keeps records and does general clerical work for an individual or organisation;
- “senior cashier” means an employee who supervises cashiers in respect of cash collections and payments;
- “senior inspector” means an employee who is qualified to undertake any supervisory duty in the traffic department of an omnibus company, in addition to duties of an inspector;
- “shunt controller/supervisor” means an employee who allocates duties to shunt drivers;
- “shunt driver” means an employee who arranges trailers and trucks to and from loading bays and delivers goods on short distances (locally) including to the VID;
- “sign writer” means an employee who does writing on vehicles, trailers, equipment and trailers as required;
- “skilled worker” means a person who has been certified by the Registrar of Apprenticeship and Skilled Manpower as a skilled worker class 1, 2, 3 or 4 in a designated or recognised trade in terms of the Manpower Planning and Development Act [*Chapter 28:02*];
- “stacker” means an employee responsible for ensuring that all freight consignments are loaded properly and according to weight, the safekeeping of company assets such as blankets, webbing straps, trolleys and ladders;
- “stationery clerk” means an employee who performs the duties of controlling and issuing of stationery to departments, the writing of stationery requisitions and operating duplicating machines;
- “statistics clerk” means an employee who compiles and analyses data;

- “stores clerk” means an employee who has the responsibility of sorting, issuing and assisting generally in the stores;
- “storeman” means an employee who is placed in charge of a store, and who supervises the work of stores clerks;
- “stores supervisor” means an employee who, in addition to carrying out the tasks of stores clerk and storeman, also performs the following tasks—
- (a) maintaining a recognised stock-control system for the recording of all inward and outward movements of spares and materials; and
 - (b) receiving and checking of purchases, and the processing of related documentation;
- “suitable accommodation” means a weatherproof structure containing a bed with a palliase or similar covering, or a camp-bed;
- “supervisor” means an employee who oversees, directs and controls a specified gang of employees;
- “switchboard operator” means an employee engaged to operate a switchboard;
- “special leave” means official leave not exceeding twelve working days in a calendar year, taken for reasons specified in section 18 of this CBA which an employee shall be granted by his/her employer on full pay;
- “spray painter” means an employee who applies paint on vehicles or other objects using a spray gun;
- “spray painter supervisor” means an employee who oversees, directs and controls spray painters;
- “systems operator” means an employee who maintains the computer software inclusive of network;
- “systems support analyst” means an employee who assesses the operations of the IT systems;
- “system support clerk” means an employee who is conversant with the operation of computers and can apply this knowledge to the operating software and programmes, but is not responsible for changing any system or programmes; operates under supervision at all times

- and this position does not require a qualification but only relative training and experience;
- “tailor” means an employee who makes and repairs straps on tarpaulins, repairs and alters garments and does general upholstery;
- “task-work” means the setting by an employer to an employee of a stated task to be completed as a condition of earning a wage;
- “taxi cab” means a public service vehicle having sitting capacity for not more than seven passengers;
- “taxi-driver” means a person employed as a driver of a taxi-cab;
- “thermo plastic welder” means an employee who welds torn tarpaulins using a leister hand welding tool and wide band feeder roller, and re-sprays serial numbers on tarpaulins using a spray gun and stencils;
- “ticket office clerk” means an employee who dispatches ticket books, machinery and reconciles tickets, receipts issued against the ticket or receipt books;
- “ticket-seller” means an employee who issues tickets on behalf of the employer at a terminal or any other point, and is responsible for moneys in respect of issued tickets;
- “ticket system” means a system whereby an employee is engaged at a rate of wage calculated by reference to the completion of a ticket of an agreed number of days worked or a record based on the number of days worked;
- “tracking and dispatch controller” means an employee who dispatches and tracks vehicle movement;
- “traffic clerk” means an employee who keeps records, files etc. pertaining to the flow of vehicles;
- “traffic controller” means an employee who allocates duties and vehicles to drivers;
- “trailer inspector” means an employee who makes sure that the servicing and repairs carried out on trailers meet required standards;
- “trailer supervisor” means an employee who oversees the

performance of welders, spray painters and trailer mechanics;

“transport operating industry” or “Industry” means, without in any way limiting the ordinary meaning of the expression, the industry in which employer and employee are associated for the purpose of transporting for hire and/or reward, goods and/or passengers by road motor vehicle. For the purpose of this definition, goods shall be deemed to be transported for hire or reward if—

- (a) they are carried in a motor vehicle or trailer which has been let or hired by the person who is at the time such goods are carried, the owner or lawful possessor or operator of such motor vehicle or trailer;
- (b) the person who has purchased goods and re-sells and/or otherwise disposes of them to any other person, where the transporting of such goods is not incidental to the main business of the first person;
- (c) the person who has purchased or otherwise acquired goods for disposal or resale is not in possession of a general dealer’s licence, a wholesaler’s licence, a manufacturer’s licence or a hawker’s licence issued in terms of the Shop Licences Act [*Chapter 14:17*], and shall exclude the National Railways of Zimbabwe and persons covered by the National Employment Council for the Air Transport Industry;

“trimmer-upholsterer” means an employee whose main duty is stripping, repairing and fitting damaged upholstery sections inside vehicles;

“trunk driver” means an employee who drives a heavy duty vehicle within Zimbabwe;

“tyre fitter” means an employee who removes, mends and fits tyres;

“tyre clerk” means an employee who performs the duties of controlling and issuing tyres including the writing of requisitions;

“typist” means an employee, who is engaged in typing;

“unfair labour practice” means an unfair labour practice

specified in Part III, or declared to be so in terms of any other provisions of the Labour Act;

“vehicle-breakdown operator” means an employee who effects temporary or permanent repairs to a vehicle which has broken down or to recover such vehicle back to the depot for repair;

“vehicle-check operator” means an employee who performs vehicle checks daily, using check-lists where provided, and who may carry out minor repairs, but who shall not carry out road tests;

“wages clerk” means an employee who calculates the earnings due to employees in terms of these regulations, and assists in the preparation and payment thereof;

“wages controller” means an employee who supervises wages clerks and attends to wage related queries;

“washbay attendant” means an employee who cleans vehicles, trailers or parts at a designated cleaning area;

“wage or salary” shall be the remuneration paid by an employer to his/her employee for services rendered by the employee during normal working hours and shall not include any allowances, commission, bonuses (including a 13th cheque), overtime pay or any contribution made to pensions, provident or insurance funds made by the employer;

“warehouse supervisor” means an employee who is in charge of checkers and loaders in a warehouse;

“waybill clerk” means an employee who keeps records, files etc. on consignments eg. loads and delivery sheets;

“welder fabricator/re-builder” means an employee who creates and reconstructs truck cabs and trailers, and other machinery by joining pieces of metal so as to ensure that they meet VID standards;

“welder-operator”, means an employee who performs single-run welding or brazing by electric arc or oxy-acetylene, excluding work on pressure-vessels or work subject to X-ray or gamma-ray tests, and excluding overhead welding;

“wheel aligner” means an employee who aligns wheels so that the life of the tyres is prolonged;

“workshop assistant (1)” means an employee performing any of the following tasks—

- (a) cleaning, removing and replacing seats, partitions, hand-poles, tread-plates, floor-plates, steps, doors, destination-gears and blinds, under supervision;
- (b) removing body-panels, framing and bearers, under supervision;
- (c) drilling with a portable drill not capable of taking drills larger than thirteen millimetres in diameter, under supervision;
- (d) lubricating doors, locks, etc.;
- (e) lubricating and greasing vehicles and machinery, including the replacement of grease-nipples, under supervision;
- (f) assisting in all forms of stripping and dismantling;
- (g) assisting skilled workers, including the use of spanners and screwdrivers;
- (h) riveting;
- (i) painting, by brush or spray of axles, engines, brake-drums, chassis, etc., and the underside or inside of vehicle-bodies;
- (j) rubbing down with compound, polishing and waxing surfaces by hand or machine;
- (k) sandpapering or rubbing down with wet or dry paper prior to filing by hand or with mechanical assistance;
- (l) soldering terminals to wires;
- (m) removing or replacing batteries, including connecting and disconnecting for charging, mixing acid, burning on posts, connectors and terminals;
- (n) wiring, running chassis or vehicle, under supervision without final connection;

“workshop assistant (2)” means an employee who performs, in addition to the tasks performed by workshop assistant (1), any of the following tasks—

- (a) checking pressures, removing and replacing wheels, rims, tyres and tubes, and repairing punctures;
- (b) glazing of fixed and movable windows secured into an aperture by self-sealing rubber section, and removing and replacing door-rubbers and weather-strips but excluding wind-screens and rear body-windows;
- (c) lapping of valves under supervision;
- (d) painting, by brush or spray, the interior and/or exterior of motor-vehicles, except for finishing coats;
- (e) placing, removing and loosening bolts and nuts, under supervision;
- (f) removing and replacing all major components, where at least one skilled worker is employed in connection with rectification or repairs;
provided that the number of assistants shall be restricted to three for each skilled worker;
- (g) removing and replacing bumpers, mudguards, doors, bonnets, door-panels, radiators, valance-shells, grilles, seats, lamps, inside panels, seat-covers;
- (h) floor-board and engine-trays, and all major components, where at least one skilled worker is employed for three assistants;
- (i) removing and replacing compressors, brake-valves and associated fittings, under supervision, where at least one skilled worker is employed in connection with rectification or repairs provided that the number of assistants shall be restricted to three for each skilled worker;
- (j) removing and replacing fan-belts, power-steering, clutch-plates and gear-boxes, under supervision;

- (k) removing and replacing linings on road-springs, spring-shackles, shackle-pins, spring-centre-bolts and associated parts, under supervision;
 - (l) removing and replacing starter-motors, alternators and generators, under supervision;
 - (m) solder-filling and sanding of body-work, as applicable to body repairs;
 - (n) stripping starter-motors, alternators and generators, under supervision;
 - (o) threading bolts and nuts, by hand or power, under supervision;
 - (p) undercutting commutators, under supervision;
- “workshop assistant (3)” means an employee who performs, in addition to the tasks performed by workshop assistant (2), any of the following tasks—
- (a) cutting by oxy-acetylene, stops, templets or pre-set gauges;
 - (b) cutting by power hacksaw, power-driven abrasive wheel, shears or hand croppers, in jibs, stops, templets or pre-set gauges;
 - (c) removing and replacing brake-systems, under supervision;
 - (d) removing and replacing clutch-pressure-plates, fly-wheel components, linkages and air-operated or hydraulically operated cylinders, under supervision;
 - (e) removing and replacing cluster-gauges, where more than two connections such as multiple wires and fittings, are concerned;
 - (f) removing and replacing chassis-members, cross member brackets and associated parts;
 - (g) removing and replacing cylinder-heads, sump-covers and all engine-components, other than bearings, cam-shafts, crankshafts, pistons and connecting-rods, under supervision when

necessary but excluding the checking of torque and/or adjustment of such components;

- (h) removing and replacing regulators and faulty electrical components, under supervision, but excluding the rectification of faults;
- (i) wiring, running chassis or cab, under supervision, with final connection;

“workshop assistant (4)” means an employee who performs, in addition to the tasks performed by workshop assistant (3), any of the following tasks—

- (a) operating single-purpose machines to set sizes or gauges, excluding the setting up of such machines;
- (b) removing and refitting all glasses, including wind-screens and rear windows;
- (c) removing, repairing, making and fitting all upholstery—
 - (i) to omnibus seats, backs, arm-rests and engine-covers;
 - (ii) on taxis and passenger-hire vehicles, including seats, back-rests, arm-rests and carpets;
- (d) single-run welding or brazing by oxy-acetylene or electric arc, where the function of the operator does not include adjustments to pressure-valves and the components to be welded are positively positioned in a jig, or are so located as to obviate the need for a jig, and the thickness of the material does not exceed five millimetres, excluding work on pressure-vessels and overhead welding;

“workshop clerk” means an employee who keeps records, files etc. pertaining to the workshop;

“workshop systems administrator” means an employee who maintains workshop database and does reconciliation of records and the general maintenance of the engineering department network;

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

“yard driver” means a driver, who drives vehicles, including omnibuses, within company premises only, but does not include the driver of a low loader with a carrying capacity of twenty tons and over, head driver or mobile crane driver;

“yard supervisor” means an employee who directs or oversees loaders and cleaners to ensure good housekeeping including the security of the premises;

Grading and wages

4. (1) Every employer shall place each employee in a grade appropriate to his/her occupation and shall pay a wage to such employee of at least the amount prescribed in the appropriate part of the First Schedule for the occupation of the employee in his/her grade, 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/her particular occupation than the wage prescribed in terms of this section shall not, by reason of this Agreement, suffer any reduction in his/her wage.

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

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

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

(5) An employee who is required temporarily to perform work in a higher grade than that in which he/she is normally employed shall be paid the wage applicable to such higher grade.

(6) Where an operation performed by an employee is not specified in the First Schedule—

- A. the employer shall provisionally place the employee in a grade; and
- B. the employer or employee shall notify the secretary to the Council; and
- C. the secretary, after consultation with the chairman of the Council, shall determine an interim classification of the operation, which shall be subject to ratification by the Council at its next meeting, provided that, if the interim classification by the Secretary, or the final classification by the Council, places the employee in a grade;
 - (a) higher than the employee's current grade, he/she shall be paid not less than the minimum wage prescribed for such higher grade, with effect from the date upon which the classification is determined;
 - (b) lower than the employee's current grade, it shall be lawful to reduce his/her wage to not less than the minimum wage prescribed for such lower grade, with effect from the date on which such classification is determined, unless the employee refuses to accept the lower wage, in which event—
 - (i) he/she may be given the relevant notice of termination of employment; and
 - (ii) during the period of such notice, he/she shall be paid the wage which he/she was receiving prior to such determination. In considering the appropriate grade of an employee, if there is a similar occupation, the functions undertaken by the employee must constitute more than 50 *per centum* of the work in the grade the employee is placed into.

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

(8) Where an employer is unable, for any reason, to provide employment to an employee in the—

- (a) graded job category in the grade in which he/she is qualified; or
- (b) skilled worker category consistent with the class of skilled worker's certificate held by that employee;

the employer may, with the agreement of the employee and subject to the terms of subsections (11) and (12), employ that employee in a lower grade or class of skill, as the case may be, and pay him/her at not less than the rate of the wage prescribed for that lower grade or class of skill.

(9) Where an employee refuses to work in the grade or class of skill in which he/she is employed because he/she has qualified himself/herself in a higher grade or class of skill for which no vacancy exists in his/her employer's establishment, the employer shall act in terms of the Employment Code, provided that the employer may, with the agreement of the employee and subject to the terms of subsections (11) and (12), employ that employee in a grade or class of skill, as the case may be, which is lower than that in which he/she has qualified himself/herself, and pay him/her at not less than the rate of wage prescribed for that lower grade or class of skill.

(10) Where an employee who has been certified as a skilled worker applies to work in the graded job category and an employer has a vacancy and agrees to provide such work, that employer may, subject to the terms of subsections (11) and (12), employ that employee accordingly and pay him/her at not less than the rate of wage prescribed for that grade of work.

(11) Whenever anyone is to be employed in a grade or class of skill as provided for in this section the employer shall, in advance of such employment, obtain the employee's acceptance by his/her signature on the record of service and declaration form, on which such change shall have been recorded.

(12) No employer shall employ an employee in a lower grade or class of skill for more than three months in any (12) twelve-month period without the approval obtained by an application to Council to be received not later than (8) eight weeks after the commencement of employment in the lower grade or class of skill. For this purpose, the employer shall make an application on a form prescribed in the Eighth Schedule which the employee concerned shall countersign.

Hours of work

5. (1) The provisions of this section may not apply to taxi drivers.

(2) The provisions of subsections (3), (4), (5), (6), (7), (8), (11), (12), (13), (15), (16), (17) and (18) of this section shall not apply to drivers covered by incentive production schemes referred to in section 13.

(3) The ordinary weekly hours of work for employees shall be decided by the employer, but shall not exceed—

- (a) forty-eight hours for watchman;
- (b) forty-seven hours for employees in all other grades, other than those in (c) and (d) below;
- (c) forty-five hours for wages clerk, receptionist, bookkeeper, storeman and storeman supervisor;
- (d) forty-four hours for artisans/journeymen:

Provided that drivers, loaders and conductors whose occupations are listed in Part I shall be allowed one-hour overtime at the end of each round trip, for which they shall be paid in terms of section 8(2).

(4) The ordinary hours of work for employees shall not exceed eleven hours per day.

(5) An employer shall not require an employee to work overtime, except in the case of emergency work.

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

(7) Subject to the provisions of section 20, every employee shall receive at least one day off in each week at their home base. Payment will be made in terms of section 8(3) if an employee has a rest day away from his/her home base.

(8) Any employee operating outside Zimbabwe shall be entitled, on his/her return, to such days off as were due to him/her, unless he/she has been paid, in lieu thereof, and with his/her consent, at overtime rates, in terms of section 8(3).

(9) No employer shall permit an employee, other than a watchman, driver or vehicle crew member, to work for a continuous period of more than five hours without a break of at least thirty minutes.

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

(11) Where two or more drivers are employed on one vehicle, each driver shall be paid for all the time during which he/she is on duty, irrespective of whether he/she is driving or not.

(12) Every driver referred to in subsection (10) above who consents to, and does, work during the period of rest referred to in subsection (15) below shall be paid for overtime in terms of section 8.

(13) An employer may require an employee to perform night driving, in which case he/she shall be paid in terms of section 9.

(14) A bus/coach driver may be permitted to drive for eight consecutive hours if he/she is allowed periods of lay-over time amounting, in the aggregate, to not less than forty minutes during the eight consecutive hours, and a break of at least thirty minutes for rest and refreshment at the end of the eight hours driving time.

(15) Subject to the provisions of subsections (9) and (13) above, no driver shall be permitted to drive for more than five and a half hours without a break of at least thirty minutes.

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

Provided that such rest period may be reduced to nine hours if the driver is allowed a rest period of at least twelve consecutive hours on completing the following day's working-time.

(17) Subject to the provisions of subsection (18) below, no driver shall be permitted to drive for more than eleven hours in any one day, except in the case of emergency work.

(18) In the case of emergency work, the permissible driving-hours laid down in subsection (17) above may be increased by

not more than four hours in any one day, provided that, in such cases, the driver shall be given a period of rest of twenty-four consecutive hours before recommencing driving.

(19) For the purposes of subsections (16) to (18) above, “day” means a period of twenty-four hours from the commencement of the employee’s period of duty.

(20) The driver of a public service vehicle, other than a hire-car or a taxi-cab, shall be supplied by his/her employer with a log-book in the form prescribed in the Third Schedule, and shall—

- (a) carry such log-book with him/her while on driving duty; and
- (b) in his/her own handwriting, enter in such log-book the details required to be entered therein; and
- (c) hand such log-book to his/her employer on completion of each driving assignment, provided that this subsection shall not apply to drivers of public service vehicles whose duties are confined to areas within a radius of twenty-six kilometres of the boundary of a local authority area.

(21) The Council may, upon application by an employer, authorise such employer to furnish each of his/her drivers with a log-book in a form other than that prescribed in the Third Schedule if the Council is satisfied that such log-book provides for the same information as is required in terms of the Third Schedule, and will, in its opinion, enable the Council to ascertain there from the required particulars.

Short-time

6. (1) No employer shall place any of his/her employees on short time without the prior written approval of the Council, who may approve that the employees be placed on short-time for a period to be determined by it, if it is satisfied that—

- (a) it is economically necessary for the establishment to work short-time; and
- (b) the establishment will be able to resume normal working hours within the foreseeable future; and

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

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

(3) Notwithstanding the provisions of section 22, an employee may at any time during the one week's notice referred to in subsection (2) above, give his/her employer notice of termination of his/her contract of employment as from the time when short-time is to start.

(4) During the period of short-time, an employee shall be paid for not less than the hours worked by him/her: Provided that no employee shall receive less than sixty (60) *per centum* of his/her current weekly wage.

(5) Approval issued under the provisions of subsection (1) above shall state—

(a) the name and address of the employer; and

(b) the class or classes of employees affected; and the employer shall return such approval to the Council upon resumption of normal hours of work.

(6) An employer shall give his/her employees at least one working days' notice of resumption of normal hours of work.

Conversion of rates

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

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

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

(c) the fortnightly equivalent—the weekly wage shall be calculated at double the weekly rate; or

(d) the monthly equivalent—the weekly wage shall be multiplied by four and one third.

(2) Computations analogous to those in subsection (1) shall be used when converting monthly rates.

Payment for overtime

8. (1) The provisions of section 8(2) and (3) shall not apply to drivers covered by incentive production schemes referred to in section 13 below.

(2) The employer shall pay for overtime in excess of the ordinary weekly hours of work, for each hour or part of an hour in excess of fifteen minutes, at one and a half times the current hourly wage of the employee.

(3) Notwithstanding the provisions of subsection (2) above, an employer shall pay for overtime on a day off, for each hour or part of an hour, at double the current wage of the employee.

Payment for night driving and night omnibus-conducting

9. (1) The provisions of this section shall not apply to drivers covered by incentive production schemes referred to in section 13.

(2) The employer shall pay for night-driving or night omnibus-conducting at one and a quarter times the current hourly wage of the employee:

Provided that the benefits of this section shall apply to an employee who is on duty at any time between 9 p.m. and 4 a.m.

Deductions

10. No deductions or set-off of any description shall be made or allowed from any remuneration other than a bonus, due to an employee except—

- (a) where an employee is absent without leave from work on days other than paid holidays or authorised leave, a *pro rata* amount of his/her wage for the period of such absence; or
- (b) for contributions to insurance policies, savings funds, medical aid societies or pension funds, by stop-order; or
- (c) any amount which the employer is compelled by law or legal process to pay on behalf of the employee, including Trade Union dues for a registered Trade Union which is party to the council; or

- (d) any overpayment of remuneration; or
- (e) any amount as provided in section 25(4) and (5) below;
- (f) for goods purchased on behalf of, or money lent to, an employee by the employer or for cash advanced or stop-order, signed by the employee, for any amount up to, but not exceeding twenty-five *per centum* of the gross wage due to such employee:

Provided that where such goods have been purchased from a supplier at the direction or dictation of the employer, no such deduction in terms of this paragraph shall be made; or

- (g) at the termination of employment, any balance owing to the employee for goods purchased from the employer, or cash advanced against wages due for work actually performed by the employee, or money lent by the employer to the employee; or
- (h) with the written consent of the employee, an amount equal to any short-fall in moneys received by such employee on behalf of the employer and for which he/she was required to account to the employer, provided that the amount of such short-fall shall be proved to the satisfaction of the employee; or
- (i) with the written consent of the employee, an amount not exceeding three days' wages of the employee, in respect of damage to or loss of property or goods of the employer or of property or goods under the employer's responsibility, which is caused by the admitted negligence of such employee in full and final settlement of liability for such damage or loss.

Payment of wages

11. (1) Every employer shall pay wages in cash or by cheque or by credit transfer to each employee, weekly, fortnightly or monthly, as the case may be, on or by due date, provided that payments for overtime, bonuses and allowances shall be made to each employee, weekly, fortnightly or monthly, as the case may be, within four working days of the end of their working period.

(2) When the services of an employee are terminated, payment of all remuneration due shall be made immediately, unless the services of such employee are terminated summarily, when payment shall be made within the first working day following the termination of service.

(3) All remuneration shall be paid in cash, or by cheque or by credit transfer into a bank or building society account in the employee's name, and shall be accompanied by a written statement showing—

- (a) the name and address of the employer;
- (b) the name and grade of the employee;
- (c) the wage-rate;
- (d) the total number of hours worked;
- (e) the amount of overtime;
- (f) bonus and allowances;
- (g) deductions for absence without leave, or other deductions permitted in terms of section 10;
- (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, authorise such employer to use some other means of informing his/her employees of the make-up of their remuneration.

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

12. No employer shall give out, and no employee shall perform, work on—

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

Incentive production schemes

13. (1) Notwithstanding the provisions of section 12 above, an employer may operate an incentive production scheme for drivers whereby their remuneration over and above their basic wage, takes into account the following factors—

- (a) quantity of output or measurement of work performed; and
- (b) the amount of actual work that drivers are likely to do during a month or trip over and above their ordinary hours of work including any night driving they are likely to perform.

(2) The incentive production scheme for drivers referred to in subsection (1) above may also take into account the following additional factors—

- (a) days off those drivers are likely to be due; and
- (b) industrial holidays that will arise during certain months of the year.

(3) In the event that an incentive production scheme does not take into account the factors mentioned in subsection (2) above, the employer, shall either give them such days off as were due to them when undertaking a trip which includes industrial holidays or pay them the appropriate rate in terms of section 8 or section 20.

(4) The parties shall agree on the incentive production scheme referred to in section 13(1) and (2) above at Works Council level.

(5) The incentive production scheme referred to in subsections (1) and (2) above must be totally separate from the payment of basic wages.

(6) In the event that the Works Council cannot agree on an incentive scheme or there is no Works Council in the establishment concerned, employers wishing to operate such a scheme must submit details of their proposed schemes to the CBA Sub-committee of the National Employment Council for the Transport Operating Industry (hereinafter referred to as “the Council”) for its approval and the decision of the Council shall be final and binding on the parties.

(7) Unless an incentive production scheme that conforms to the requirements of this section was in operation prior to the gazetting of this statutory instrument, it will only be valid and binding on the parties when the scheme is agreed to at Works Council level or, in the absence of such agreement, approved by the CBA Sub-committee

of the National Employment Council for the Transport Operating Industry.

Special provision: taxi-drivers

14. (1) The provisions of section 9 above shall not apply to an employee who is a taxi-driver. A taxi-driver shall, in addition to the minimum wage prescribed in the First Schedule, be paid a commission at the rate of twenty-three *per centum* of daily gross takings in each dollar after value added tax (VAT) had been deducted, and a daily rate based on the current rate (ZWL\$14,53) (*plus any other negotiated percentage increment in the industry*).

(2) A taxi-driver shall not be required to work more than one night-duty in each week.

(3) An employer who requires a taxi-driver to work on his/her day off, shall pay him/her double his/her current daily wage.

(4) An employer of a taxi-driver who is required to undergo an annual medical examination and to possess a municipal badge for the performance of his/her duties shall pay the costs of such medical examination and municipal badge if such taxi-driver has been in continuous service with the same employer for a period of not less than six calendar months.

(5) Subject to the provisions of section 20 below, a taxi-driver shall be paid a wage rate as prescribed in Grade B 3 of Part II of the First Schedule.

(6) A taxi-driver shall, unless the amount of any benefit prescribed in section 21 subsection (3), (4) or (5) exceeds the amount stated herein, be paid a wage as prescribed in Grade B 3 of Part II of the First Schedule, on production of a medical certificate from a medical practitioner, certifying that the employee is unable to work due to illness or injury not self-induced or willfully self-inflicted.

Special provisions: casual employees

15. (1) An employer may employ casual employees, provided that such employees shall be regarded as full-time employees if, in any period of four consecutive months, they are employed for a period exceeding (6) six weeks.

(2) An employer shall pay a casual employee the equivalent of at least double the amount prescribed in the First Schedule for the occupation in which he/she is employed.

(3) Notwithstanding the provisions of subsections (1) and (2) above all employers will inform every casual employee, in writing in the form prescribed in the Fifth Schedule and shall comply with section 22:

Provided that the provisions of this subsection shall not apply to employees who are employed for less than (7) seven days.

Subsistence allowances

Effective from 10th August, 2020

16. (1) An employee who is required to work so far from his/her usual place of work so as to necessitate his/her sleeping away from home, shall be conveyed to and from such place at the expense of the employer and, unless both accommodation and food is provided by the employer, shall be paid, in addition to his/her current wage, a subsistence allowance calculated in terms of section 16(2)(a), 16(2)(b) and section 16(4) for the time during which he/she is away from home.

(2)—

- (a) if an employee is away from home base or depot for the night or longer, he/she shall be paid—
 - (i) where accommodation or food is provided an allowance of ninety-six dollars and eighty-seven cents (ZW\$96,87) in each period of twenty-four hours or less;
 - (ii) where no accommodation and food is provided, an allowance of one hundred and ninety-three dollars and seventy-six cents (ZW193,76) in each period of twenty-four hours or less;
- (b) if an employee is required to be away on duty outside his/her normal area and beyond the city or town limits of his/her home base for four hours or more but not overnight, he/she shall be paid an allowance of ninety-six dollars and eighty-seven cents (ZW\$96,87) in each period of four hours or more.

(3) Where an employer contemplates terminating the away from home expenses of the employee on grounds of transfer, he/she shall give the employee thirty days' written notice of such transfer and termination of the allowances.

(4) If an employee is away on a journey taking him/her outside Zimbabwe, he/she shall be paid for every twenty-four hours spent outside the borders of Zimbabwe, an adequate and appropriate allowance in each period of twenty-four hours or less.

- ***Please note that the above figures in this section are as may from time to time be determined by the Council.***

Transport allowances for parts I, II and III:

(5) The employer shall provide transport for the workers to and from work within a radius of 40 km from where they reside, alternatively the employer shall pay the employee a transport allowance based on the prevailing public transport rates.

Housing allowance effective from 1st August, 2020:

(6) An employee in a grade shall be entitled to a housing allowance of an amount negotiated from time to time by the parties to this agreement:

Provided that—

- (i) an employer may withhold the housing allowance if the employer provides accommodation for the employee, but the employee may decline accommodation which does not comply with local municipal or other government by-laws, in which case the employer shall pay the allowance;
- (ii) if an employee declines accommodation without reasonable cause he/she shall not be eligible for the housing allowances while the accommodation remains unoccupied;
- (iii) an employer may set off the housing allowance against non-refundable contributions by the employer in terms of a housing scheme benefiting the employee;

- (iv) subject to the provisions of the Labour Act [*Chapter 28:01*], if an employee occupies accommodation provided by the employer under the contract of employment, he or she shall be entitled to occupy the accommodation only while employed, notwithstanding payment of rent or other levy, but the employer may not evict an employee under suspension pending the outcome of a disciplinary hearing;
- (v) the housing allowance shall be merely a subsidy;
- (vi) the housing allowance shall not be taken into account for purposes of calculating a gratuity or pension or any other benefits based on the employee's wage.

The existing Housing Allowance is four hundred and twenty-six dollars and twenty-five cents ZW\$426,25 per month.

NB: Please note that the above amounts are subject to change.

Vacation leave

17. (1) In this section, for the purpose of calculating the accrual of vacation leave, continuous service, includes any period of National Service rendered in terms of the National Service Act [*Chapter 11:08*] other than Phase 1 service defined therein.

(2) In this section, “qualifying service” in relation to vacation leave accrued by an employee, means any period of employment following the completion of an employee's first year of employment with an employer.

(3) Unless more favourable conditions have been provided for in an employment contract, paid vacation leave shall accrue in terms of this section to an employee at the rate of twenty-two (22) working days of his/her qualifying service in each year of employment, subject to a maximum accrual of sixty-six (66) working days paid vacation leave, provided that if an employee is granted a portion of the total vacation leave which may have accrued to him/her, he/she

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may be granted the remaining portion at a later date, together with any further vacation leave which may have accrued.

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

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

(6) Except with the consent of the employer, no employee shall be entitled to take vacation leave during his/her first year of continuous service.

(7) An employer shall permit an employee to proceed on vacation leave within thirteen (13) weeks of his/her application therefore, unless otherwise agreed by mutual consent.

(8) An employee who has accumulated vacation leave may, with the consent of the employer, elect to be paid the cash equivalent of any vacation leave or portion or any vacation instead of proceeding on such leave.

(9) An employee on vacation shall receive his/her current wage for the period of such leave prior to his/her going on leave.

(10) An employee who has completed at least one calendar month of continuous service, and whose employment is terminated, for any cause, shall be paid the cash equivalent of any leave accumulated.

(11) Except with the consent of the employer, any additional leave granted by the employer, whether paid or not, shall not be counted for the purpose of calculating further leave.

(12) If an establishment observes a holiday or industrial holiday, the holiday or industrial holiday shall not be effected against the employee's accumulation of vacation leave.

(13) All employees covered by the CBA shall not accumulate vacation leave in excess of sixty-six (66) working days without the consent of the employer.

Special leave

18. (1) Special leave on full pay not exceeding twelve (12) days in a calendar year shall be granted by an employer to an employee—

- (a) who is required to be absent from duty on the instructions of a medical practitioner because of contact with an infectious disease;
- (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 any meeting of a registered Trade Union representing employees within the undertaking or industry in which the employee is employed;
- (d) who is detained for questioning by the police;
- (e) on the death of a spouse, parent, child or legal dependant; and
- (f) on any justifiable compassionate ground.

(2) Application for special leave shall be made in terms of the Seventh Schedule to this CBA.

Maternity leave

19. (1) Unless more favourable conditions have otherwise 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.

(2) On production of a certificate signed by a registered medical practitioner or a state registered nurse certifying that she is pregnant, a female employee may proceed on maternity leave not earlier than the forty-fifth (45th) day and not later than the twenty-first (21st) day prior to the expected date of delivery.

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

Provided that maternity leave shall be granted only once during any period of twenty-four (24) months calculated from the day any previous maternity leave was finished.

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

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

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

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

(8) Notwithstanding subsections (7) above and (9) below, the 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) above.

(9) A female employee shall be entitled to the benefits under subsection (7) above for the period during which she actually nurses her child or six (6) months whichever is the lesser.

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

Industrial holidays

NB: The provisions of this section shall not apply to drivers covered by incentive production schemes in terms of section 13 above.

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

Provided that, when an industrial holiday falls on a Sunday, the day following shall be deemed to be an industrial holiday.

(2) Every employee shall be granted leave of absence on industrial holidays, and shall be paid his/her current wage for every industrial holiday.

(3) Where it is necessary, but not in conflict with section 5(4), to do so an employer may require an employee to work on any industrial holiday, in which case the employer shall give such an employee at least twenty-four hours' notice in advance of such a requirement, and the employee shall be paid, in addition to the payment prescribed in subsection (2), not less than the following rates—

- (i) for each hour of work done during the ordinary hours of work of the employee for the day of the week on which the industrial holiday falls, at not less than one and a half times the employee's current hourly wage;
- (ii) outside the ordinary hours of work for the day of the week on which the industrial holiday falls, at double the employee's current hourly wage.

(4) An employee shall not decline any requirement under subsection (3) without reasonable cause.

Benefits during sickness

21. (1) Unless more favourable conditions have been provided for in an employment contract, sick leave shall be granted in terms of section 14 of the Labour Act to an employee who is prevented from attending his/her duties because he/she is ill or injured or undergoes medical treatment, which was not occasioned by his/her failure to take reasonable precautions.

(2) During any one-year period of service of an employee, an employer shall at the request of the employee supported by a certificate signed by a registered medical practitioner, grant up to ninety (90) days sick leave on full pay.

(3) If, during any one-year period of service an employee has used up the maximum period of sick leave on full pay, an employer shall, at the request of an employee supported by a certificate signed by a registered medical practitioner, grant a further period of up to (90) ninety days on half pay where, in the opinion of the registered medical practitioner signing the certificate, it is probable that the employee will be able to resume duty after such further period of sick leave.

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

- (i) (90) ninety days sick leave on full pay; or
- (ii) subject to subsection (3), (90) ninety days on full pay and another (90) ninety days on half pay, the employer may terminate the employment of the concerned employee.

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

(6) Where an employer suspects, or has good reason to suspect, abuse of sick leave, or doubts the authenticity of a sick leave claim, he/she may within lawful means investigate or verify the abuse or authenticity of the sick leave and take appropriate action. In doing so, the employer may seek the opinion of his/her company medical practitioner or any other medical practitioner recognised by law. Any false claim or abuse of sick leave may lead to disciplinary action in accordance with the disciplinary procedure contained in the Employment Code of Conduct.

Contract and notice

22. (1) Any 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 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, upon engagement, of the nature of his/her contract, including—

- (i) the name and address of the employer;
- (ii) the employee's grade;
- (iii) his/her wage-rate, his/her pay day and duration of his/her working week;
- (iv) provision for accommodation;
- (v) the period of notice required to terminate the contract of employment;
- (vi) the hours of work;
- (vii) the details of any bonus or incentive production scheme in operation;
- (viii) provision for benefits during sickness;
- (ix) vacation leave; and
- (x) if during the course of an employee's employment with the employer, the employee's grade or occupation is changed, on any wage, or any other alteration to the employee's contract is changed, the written declaration shall be amended accordingly by the employer, and shall be signed by the employee in acknowledgement that the facts stated are correct and that the employee consents to such changes.

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

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

- (i) three months in the case of a contract without limit of time or a contract for a period of two years or more;
- (ii) two months in the case of a contract for a period of one year but less than two years;
- (iii) one month in the case of a contract for a period of six months or more but less than one year;
- (iv) two weeks in the case of contract for a period of three months or more but less than six months;
- (v) one day in the case of a contract for a period of less than three months or in the case of casual work or seasonal work.

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

- (i) one day in the case of casual work or seasonal work; or
- (ii) three months in any other case during which notice of termination of the contract to be given by either party shall be two weeks.

(6) Whenever an employee has been provided with accommodation directly or indirectly by his/her employer, the employee shall not be required to vacate the accommodation before the expiry of a period of one month after the period of notice in terms of subsection (2) or (7).

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

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

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

Continuous service

23. (1) Continuous service shall be deemed to be broken only by the death, resignation, retirement, retrenchment or discharge/dismissal 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 not be deemed to have broken his/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 less than two months, shall not be taken into consideration in calculating any benefits in terms of sections 4, 17, 19 and 26.

(3) Subject to the provisions of section 16 of the Labour Act [*Chapter 28:01*], the rights of employees upon the change of ownership of an establishment shall apply:

Provided that if such employee is paid by the previous owner a gratuity in terms of section 24 in respect of his/her service with that owner, the gratuity payable by the new owner on the death, resignation or discharge of such employee may be reduced by the amount of the gratuity paid by the previous owner.

(4) Fixed term contract employees shall be deemed to be employees on contract without limit of time after two years and seven months of continuous service, with the two years and seven months of continuous service being calculated from the 1st of December, 2017.

Record of service

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

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

Personal Protective Equipment (PPE) and Security Identity Card

25. (1) Every employer shall supply, free of charge and without payment of a deposit by the employee—

- (a) habitually exposed to inclement weather safety shoes, a waterproof cap, overcoat or other personal protective equipment required;
- (b) engaged in driving, and to every conductor and bus loader, two dust-coats, or two overalls or uniforms, *per annum*;
- (c) engaged in the loading, unloading and delivery of goods on or from vehicles, and to every skilled worker and assistant, boots and adequate personal protective equipment;
- (d) engaged as an inspector, two uniforms *per annum*.

(2) Personal protective equipment supplied to employees shall remain the property of the employer if he/she is responsible for mending, washing and otherwise maintaining such clothing.

(3) Personal protective equipment supplied to an employee shall become his/her property after three months if the employee is responsible for mending, washing and otherwise maintaining such clothing, provided that emblems and insignia provided by the employer to be worn on such clothing shall remain the property of the employer.

(4) An employee, issued with personal protective equipment that is subject to the terms of subsection (2) above who—

- (i) fails to return such personal protective equipment on resignation, retirement or discharge; or
- (ii) loses such personal protective equipment, due to his/her own negligence;

shall be liable for the cost of replacement and the employer may recover such amount from any moneys due to such employee.

(5) An employer who recovers the cost of replacement of personal protective equipment from an employee in terms of subsection (4) shall make due allowance for fair wear and tear in the assessment of such cost. Any deductions shall take into account the provisions of section 10.

(6) An employer may supply each employee with a security identity card, free of charge, which shall remain the property of the

employer, and shall be returned to the employer on termination of service of each employee.

(7) An employee may be required to refund to the employer any part of the cost of a security identity card referred to in subsection (6) if he/she fails to return it to his/her employer on termination of service.

Gratuities on termination of employment

26. (1) An employee who has completed five or more years of continuous service with the same employer shall, on termination of such service, irrespective of the circumstances of such termination, be paid a gratuity of not less than the amount derived by multiplying the percentage of employee's current monthly wage on termination of employment by the number of completed years of service, as shown in the second column of the Second Schedule.

(2) If an employee who has completed five or more years of continuous service dies before receiving a gratuity in terms of subsection (1) above, there shall be paid to his/her estate the sum, which the employee would have received if his/her contract of employment had terminated on the last day of the month of his/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 his/her employer has made provision for him/her by means of a pension or gratuity scheme registered as a fund in terms of the Pension and Provident Funds Act of 2006, which provides benefits which are not less favourable than those prescribed in this section.

(4) For the purposes of calculating the gratuity due to a taxi-driver, there shall be added to his/her current wage the amount of commission due in terms of section 14(1) above.

Copy of collective bargaining agreement and notice

27. (1) Every employer shall exhibit a copy of this Collective Bargaining Agreement and all amendments thereto in a place easily accessible to every employee.

(2) Every employer shall exhibit a notice in the form set out in the Fourth Schedule, showing the number of ordinary working

hours per week and the normal daily times of starting and times of finishing work in his/her establishment for each class or group of his/her employees, and the industrial holidays to be observed.

(3) The Council may, upon application by an employer, authorise such employer to display such notice in a form other than that prescribed in the Fourth Schedule if the Council is satisfied that such notice provides for the same information as is required in terms of the Fourth Schedule, and will, in its opinion, enable the Council to ascertain there from the required particulars.

(4) No person shall, without lawful cause, alter, deface or remove, or cause to be altered, defaced or removed, the copy of the Agreement exhibited in terms of subsections (1) and (2) above.

Private work

28. No employee shall solicit or take orders for, or undertake, any work on his/her own account, to the detriment of his/her employer, for gain, fee or reward.

Council dues and penalties

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

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

NB: These dues shall be payable even when the wages have not been paid.

(3) With effect from 1st February, 2009, the dues to be paid by each employee every month shall be at zero point six-nine *per centum* (0.69%) of the employee's CBA monthly wage or salary, and basic wage plus commission in the case of taxi drivers, as at the date of deduction and at the same percentage thereafter at the end of each succeeding month. Employees unspecified elsewhere will pay as above, but up to a maximum of zero point six-nine *per centum* (0.69%) of basic wage provided that—

(i) the calculation of zero point six-nine *per centum* (0.69%) shall be made on the amount remaining after

any contribution to a pension or provident fund has been deducted;

- (ii) no dues shall be payable where, owing to short-time working or any other cause, an employee's pay is reduced below sixty *per centum* of his/her normal wage or salary;
- (iii) no deductions shall be made in respect of an employee who is off work sick for a period in excess of thirty days and not in receipt of sick leave pay or a substitute payment;
- (iv) deductions shall be made in advance from the leave pay paid to an employee prior to his/her commencing his/her leave.

(4) 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 subsection (3) above.

(5) Each employer shall submit the total received of the employee and the employer's dues together with the prescribed form (See levy return form, Tenth Schedule of this Collective Bargaining Agreement) bearing the employment figures to the Council's office not later than the 15th day of the month following that to which dues relate. In the event that the return form is not submitted in time, levy shall be calculated and invoiced from the last declared employment figures.

(6) The provision of this section shall apply, *mutatis mutandis*, to self employed persons engaged in the Transport Operating Industry who shall pay zero point six-nine *per centum* (0.69%) of industrial minimum wage multiplied by two (2) per month. Attention is drawn to *section 82(3)* of the Labour Act [*Chapter 28:01*] which reads:

“Any person who fails to comply with the provisions of a Collective Bargaining Agreement which is binding upon him/her shall, without derogation from any other remedies that may be available against him/her for enforcement—

- (a) commit an unfair labour practice for which redress may be sought in terms of Part XII of the Labour Act: and
- (b) be guilty of an offence and liable to a fine not

exceeding level seven (7) or to imprisonment for a period not exceeding two (2) years or both such fine and imprisonment.”

(7) If an employer who is liable to remit dues to the Council fails, neglects or refuses, to do so by the 15th day of the month following that to which the dues relate, then the balance outstanding shall accrue interest from the due date, to the date of payment in full, at the rate of interest chargeable for the unsecured lending as determined by the Council’s bankers during the period of default.

(8) Should Council engage legal practitioners or institute legal proceedings to recover any dues, interest and other moneys which are due to it, the employer shall pay the legal costs, and if the proceedings are instituted in court; the scale of costs shall be that applicable as between legal practitioner and client.

Exemptions

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

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

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

(4) Any party aggrieved by the decision of the Exemptions and deregistration sub-committee shall have the right to appeal to the Main Council within 14 working days of receipt of the decision as per the Ninth schedule, and the decision of the Main Council shall be final.

Administration

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

Registration of employers

32. (1) Every employer whose name was not on the register of

the employers as at the coming into force of this agreement shall, within one month of this agreement coming into force, notify the Council of the following—

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

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

- (a) full name of owner, licence and manager;
- (b) residential address of owner, licence and manager;
- (c) the trading name of the establishment from which the employer operates;
- (d) address of the establishment from which the employer

operates;

- (e) in the case of a corporate body or partnership, the name of the company or trading name of the partnership and the names and addresses of the directors or partners.

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

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

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

(6) Upon receipt of such intention by the employer to wind up his/her business, the Secretary shall ask the Designated Agent to verify the issue and report to the Council.

Declaration

33. The employers' organisation and the trade union, having arrived at the agreement set forth herein, the undersigned hereby declare that the foregoing is the consolidated agreement arrived at and affix their signatures thereto.

Signed at Harare this 14th day of September, 2021.

C. CHANDISAREWA,
Transport Operators' Association of Zimbabwe.

T. MATANHIRE,
Transport and General Workers' Union.

E. LENA,

General Secretary.

FIRST SCHEDULE (Sections 3 and 4)

GRADING AND WAGES

NB: The wage rates listed below are effective from 1st April, 2020, and are subject to review from time to time.

PART I

This part shall apply to employees in Passenger Carrying Sector.

PART II

This part shall apply to employees in Taxi Cab and Car Hire Sector.

PART III

This part shall apply to employees in Freight/Haulage Sector.

Classification of occupation in grades.

JOB GRADING FOR PARTS I, II and III IN THE TRANSPORT OPERATING INDUSTRY

PART I (PASSENGER SECTOR)			
JOB TITLE	GRADE	MONTHLY	WEEKLY
		ZWL\$	ZWL\$
Bus Cleaner	A1	2,549.74	588.45
General Worker/Loader	A1	2,549.74	588.45
Fuel Issuer	A2	2,607.78	601.84
Workshop Assistant 1	A2	2,607.78	601.84
Canteen Assistant	A3	2,665.72	615.21
Guard/Watchman	A3	2,665.72	615.21
Messenger	A3	2,665.72	615.21
Workshop Assistant 2	A3	2,665.72	615.21
Bus Conductor	B1	2,781.61	641.96
Canteen Cook	B1	2,781.61	641.96
Fuel Issuing Clerk	B1	2,781.61	641.96
Hostess	B1	2,781.61	641.96
Switchboard Operator	B1	2,781.61	641.96
Ticket Office Clerk	B1	2,781.61	641.96

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Ticket Seller/Agent	B1	2,781.61	641.96
Workshop Assistant 3	B1	2,781.61	641.96
Accounts Clerk	B2	2,897.50	668.70
Analysis Clerk	B2	2,897.50	668.70
Audit Clerk	B2	2,897.50	668.70
Cashier	B2	2,897.50	668.70
Chef	B2	2,897.50	668.70
Claims Clerk	B2	2,897.50	668.70
Distance Clerk	B2	2,897.50	668.70
Filing Clerk	B2	2,897.50	668.70
P.A. Y.E Clerk	B2	2,897.50	668.70
Reservations Clerk	B2	2,897.50	668.70
Stores Clerk	B2	2,897.50	668.70
Tyre Section Clerk	B2	2,897.50	668.70
Wages Clerk	B2	2,897.50	668.70
Workshop Assistant 4	B2	2,897.50	668.70
Workshop Clerk	B2	2,897.50	668.70
Bus Driver	B3	3,013.39	695.45
Creditors Clerk	B3	3,013.39	695.45
Data Capture Clerk	B3	3,013.39	695.45
Debtor's clerk	B3	3,013.39	695.45
Dispatch Clerk	B3	3,013.39	695.45
Edocs Clerk	B3	3,013.39	695.45
Mobile Crane Driver	B3	3,013.39	695.45
Pricing Clerk	B3	3,013.39	695.45
Receptionist	B3	3,013.39	695.45
Statistics Clerk	B3	3,013.39	695.45
Yard Driver	B3	3,013.39	695.45
Coach Driver	B4	3,129.37	722.22
Customs Clearing Clerk	B4	3,129.37	722.22

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Depot Assistant	B4	3,129.37	722.22
Risk Control Assistant	B4	3,129.37	722.22
Secretary	B4	3,129.37	722.22
Store man	B4	3,129.37	722.22
Skilled Worker (Class 4)	B4	3,129.37	722.22
Bus Inspector	B5	3,245.17	748.94
Risk Controller	B5	3,245.17	748.94
Skilled Worker (Class 3)	B5	3,245.17	748.94
Assistant Buyer	C1	3,720.40	858.62
Assistant Hub Operator	C1	3,720.40	858.62
Buying Clerk	C1	3,720.40	858.62
Driver Inspector	C1	3,720.40	858.62
Engineering Clerk	C1	3,720.40	858.62
Senior Cashier	C1	3,720.40	858.62
Skilled Worker (Class 2)	C1	3,720.40	858.62
Vehicle Breakdown Operator	C1	3,720.40	858.62
Spray Painter	C1	3,720.40	858.62
Chief Wages Clerk	C2	3,894.33	898.76
Dispatcher	C2	3,894.33	898.76
Systems Support Clerk	C2	3,894.33	898.76
Coach Builder Artisan	C3	4,068.16	938.88
Stores Supervisor	C3	4,068.16	938.88
Artisan/Journeyman	C3	4,068.16	938.88
Systems Support Analyst	C3	4,068.16	938.88
Skilled Worker (Class 1)	C3	4,068.16	938.88
Bookkeeper	C4	4,241.99	979.00
Charge Hand	C4	4,241.99	979.00
I.T. Technician	C4	4,241.99	979.00
Systems Admin	C4	4,241.99	979.00
PART II (TAXI-CAB)			
JOB TITLE	GRADE	MONTHLY	WEEKLY
		ZWL\$	ZWL\$

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Cleaner	A1	2,549.74	588.45
General Hand	A1	2,549.74	588.45
Loader	A1	2,549.74	588.45
Fuel Issuer	A2	2,607.78	601.84
Workshop Assistant 1	A2	2,665.72	615.21
Canteen Scullion	A3	2,665.72	615.21
Trainee Driver	A3	2,665.72	615.21
Watchman/Guard	A3	2,665.72	615.21
Workshop Assistant 2	A3	2,665.72	615.21
Canteen Cook	B1	2,781.61	641.96
Customs Clearing Clerk	B1	2,781.61	641.96
Fuel Issuing Clerk	B1	2,781.61	641.96
Loader	B1	2,781.61	641.96
Messenger	B1	2,781.61	641.96
Radio operator	B1	2,781.61	641.96
Switchboard Operator	B1	2,781.61	641.96
Travel booking Clerk	B1	2,781.61	641.96
Workshop Assistant 3	B1	2,781.61	641.96
Accounts Clerk	B2	2,897.50	668.70
Analysis Clerk	B2	2,897.50	668.70
Cashier	B2	2,897.50	668.70
Data Audit Clerk	B2	2,897.50	668.70
Dispatch Clerk	B2	2,897.50	668.70
Distance Clerk	B2	2,897.50	668.70
Filling Clerk	B2	2,897.50	668.70
Invoicing Clerk	B2	2,897.50	668.70
Pricing Clerk	B2	2,897.50	668.70
Stationery Clerk	B2	2,897.50	668.70
Stores Clerk	B2	2,897.50	668.70
Traffic Clerk	B2	2,897.50	668.70
Waybill Clerk	B2	2,897.50	668.70
Workshop Assistant 4	B2	2,897.50	668.70

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Accounts Machine Operator	B3	3,013.39	695.45
Creditor's Clerk	B3	3,013.39	695.45
Data Creditor's Clerk	B3	3,013.39	695.45
Edocs Clerk	B3	3,013.39	695.45
General Accounts Clerk	B3	3,013.39	695.45
Car Hire Driver	B3	3,013.39	695.45
Receptionist	B3	3,013.39	695.45
Senior Cashier	B3	3,013.39	695.45
Senior Rating Clerk	B3	3,013.39	695.45
Senior Traffic Clerk	B3	3,013.39	695.45
Statistics Clerk	B3	3,013.39	695.45
Taxi driver	B3	3,013.39	695.45
Chief Wages Clerk	B4	3,129.37	722.22
Depot Assistant	B4	3,129.37	722.22
Secretary	B4	3,129.37	722.22
Skilled Worker (Class 4)	B4	3,129.37	722.22
Store man	B4	3,129.37	722.22
Systems Support Clerk	B4	3,129.37	722.22
Skilled Worker (Class 3)	B5	3,245.17	748.94
Spray Painter	B5	3,245.17	748.94
Assistant Hub Operator	C1	3,720.40	858.62
Welder Operator	C1	3,720.40	858.62
Skilled Worker (Class 2)	C1	3,720.40	858.62
Artisan/Journeyman	C3	4,068.16	938.88
Buyer	C3	4,068.16	938.88
Stores man in-Charge	C3	4,068.16	938.88
Skilled Worker (Class 1)	C3	4,068.16	938.88
Bookkeeper	C4	4,241.99	979.00
Charge Hand	C4	4,241.99	979.00
Claims Officer	C4	4,241.99	979.00
Systems Admin	C4	4,241.99	979.00

Collective Bargaining Agreement: Transport Operating Industry

PART III (FREIGHT)			
JOB TITLE	GRADE	MONTHLY	WEEKLY
		<i>ZWL\$</i>	<i>ZWL\$</i>
General Worker	A1	2,549.74	588.45
Internal Messenger	A1	2,549.74	588.45
Loader	A1	2,549.74	588.45
Wash bay Attendant	A1	2,549.74	588.45
Jumbo Leg Man	A2	2,607.78	601.84
Fuel Issuer	A2	2,607.78	601.84
Lorry mate	A2	2,607.78	601.84
Rigger	A2	2,607.78	601.84
Workshop Assistant 1	A2	2,607.78	601.84
Canteen Assistant	A3	2,665.72	615.21
Gate Checker	A3	2,665.72	615.21
Guard/Watchman	A3	2,665.72	615.21
Parts Picker	A3	2,665.72	615.21
Tyre Fitter	A3	2,665.72	615.21
Workshop Assistant 2	A3	2,665.72	615.21
C & D Tricycle Messenger	A3	2,665.72	615.21
Border Clerk	B1	2,781.61	641.96
Brake Shoe/Reliner	B1	2,781.61	641.96
Canteen Cook	B1	2,781.61	641.96
Collection and Delivery Driver	B1	2,781.61	641.96
Diesel Clerk	B1	2,781.61	641.96
Excavator Operator	B1	2,781.61	641.96
Forklift Operator	B1	2,781.61	641.96
Fuel Issuing Clerk	B1	2,781.61	641.96
Radio Operator	B1	2,781.61	641.96
Switchboard Operator	B1	2,781.61	641.96
Scooter Driver	B1	2,781.61	641.96

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Stacker/Porter	B1	2,781.61	641.96
Stationery Clerk	B1	2,781.61	641.96
Tailor	B1	2,781.61	641.96
Thermo Plastic Welder	B1	2,781.61	641.96
Tyre Clerk	B1	2,781.61	641.96
Wheel Aligner	B1	2,781.61	641.96
Workshop Assistant 3	B1	2,781.61	641.96
Accounts Clerk	B2	2,897.50	668.70
Analysis Clerk	B2	2,897.50	668.70
Cardex Clerk	B2	2,897.50	668.70
Cashier	B2	2,897.50	668.70
Checker	B2	2,897.50	668.70
Claims clerk	B2	2,897.50	668.70
Data Audit Clerk	B2	2,897.50	668.70
Claims Clerk	B2	2,897.50	668.70
Filling Clerk	B2	2,897.50	668.70
Human Resources Clerk	B2	2,897.50	668.70
Invoicing Clerk	B2	2,897.50	668.70
Operations Clerk	B2	2,897.50	668.70
P.O.D. Clerk	B2	2,897.50	668.70
Shunt Driver	B2	2,897.50	668.70
Stores Clerk	B2	2,897.50	668.70
Traffic Clerk	B2	2,897.50	668.70
Trimmer-Upholstery	B2	2,897.50	668.70
Waybill Clerk	B2	2,897.50	668.70
Workshop Assistant 4	B2	2,897.50	668.70
Workshop Clerk	B2	2,897.50	668.70
Wrecker Driver	B2	2,897.50	668.70
Administration Assistant	B3	3,013.39	695.45
Book Out Clerk	B3	3,013.39	695.45
Buyer	B3	3,013.39	695.45

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Crane Operator	B3	3,013.39	695.45
Creditors Clerk	B3	3,013.39	695.45
Data Capture Clerk	B3	3,013.39	695.45
Debtors Clerk	B3	3,013.39	695.45
Edocs Clerk	B3	3,013.39	695.45
Equipment Controller	B3	3,013.39	695.45
Gate Checker Supervisor	B3	3,013.39	695.45
Grader Operator	B3	3,013.39	695.45
Hyster Operator	B3	3,013.39	695.45
Mobile Crane Operator	B3	3,013.39	695.45
Receptionist	B3	3,013.39	695.45
Road Train Driver	B3	3,013.39	695.45
Statistics Clerk	B3	3,013.39	695.45
Staff Bus Driver	B3	3,013.39	695.45
Trunk Driver	B3	3,013.39	695.45
Assistant Fleet Controller	B4	3,129.37	722.22
Cash Collections Superintendent	B4	3,129.37	722.22
Equipment Supervisor	B4	3,129.37	722.22
International Driver	B4	3,129.37	722.22
Secretary	B4	3,129.37	722.22
Skilled Worker (Class 4)	B4	3,129.37	722.22
Store man	B4	3,129.37	722.22
Wages Clerk	B4	3,129.37	722.22
Warehouse Supervisor	B4	3,129.37	722.22
Skilled Worker (Class 3)	B5	3,245.17	748.94
Welder Operator	B5	3,245.17	748.94
Assistant Hub Operator	C1	3,720.40	858.62
Claims Officer	C1	3,720.40	858.62
Customer Service Centre Agent	C1	3,720.40	858.62
Driver Controller	C1	3,720.40	858.62
Driver Instructor	C1	3,720.40	858.62
Driver Trainer	C1	3,720.40	858.62

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Fleet Administrator	C1	3,720.40	858.62
Handyman	C1	3,720.40	858.62
Local Operator	C1	3,720.40	858.62
Personnel Assistant	C1	3,720.40	858.62
Shunt Controller/Supervisor	C1	3,720.40	858.62
Sign Writer	C1	3,720.40	858.62
Skilled Worker (Class 2)	C1	3,720.40	858.62
Spray Painter	C1	3,720.40	858.62
Traffic Controller	C1	3,720.40	858.62
Trailer Inspector	C1	3,720.40	858.62
Vehicle Breakdown Operator	C1	3,720.40	858.62
Welder/Fabricator/Rebuilder	C1	3,720.40	858.62
Yard Supervisor	C1	3,720.40	858.62
Arrivals Controller	C2	3,894.33	898.76
Chief Wages Clerk	C2	3,894.33	898.76
Customer Care Supervisor	C2	3,894.33	898.76
Dispatcher	C2	3,894.33	898.76
Freight Operator	C2	3,894.33	898.76
Hardware Support Technician	C2	3,894.33	898.76
Stores Supervisor	C2	3,894.33	898.76
Systems Operator	C2	3,894.33	898.76
Systems Support Clerk	C2	3,894.33	898.76
Tracking and Dispatch Controller	C2	3,894.33	898.76
Trailer Supervisor	C2	3,894.33	898.76
Wages Controller	C2	3,894.33	898.76
Artisan Auto Electrician/ Journeyman	C3	4,068.16	938.88
Fleet Controller	C3	4,068.16	938.88
Artisan Mechanic-Journeyman	C3	4,068.16	938.88
Artisan Panel Beater-Journeyman	C3	4,068.16	938.88
Systems Support Analyst	C3	4,068.16	938.88
Spray Painter Supervisor	C3	4,068.16	938.88

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Skilled Worker (Class 1)	C3	4,068.16	938.88
Bookkeeper	C4	4,241.99	979.00
Charge Hand	C4	4,241.99	979.00
Claims Officer	C4	4,241.99	979.00
Hub Operator	C4	4,241.99	979.00
I.T. Technician	C4	4,241.99	979.00
Inspector (Horse)	C4	4,241.99	979.00
Systems Administrator	C4	4,241.99	979.00

1. Companies/Employers with employees earning salaries above minimums per grade should not reduce salaries for their employees.
2. Companies/Employers that are able to pay more are encouraged to do so and to advise the Council of such increases.
3. Companies/Employers that are not able to award these increases must apply for exemption to the Council within a month from the date of agreement. Such applications must contain the information as contained in section 28 above.
4. Companies/Employers are reminded to remit Council levies by the due date as required by the law.

SECOND SCHEDULE (*Section 26*)

GRATUITIES

<i>Length of Service (Years)</i>	Percentage of monthly wage on Termination of employment
5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22

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18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35
31	36
32	37
33	38
34	39
35	40

THIRD SCHEDULE (*Section 5(20)*)

DRIVER'S LOG BOOK

Date and day of journey:.....

Name of company:

Name of driver:

Name of co-driver:

Time commencing driving:

Breaks in duties:

Time finished driving:

Driver's signature:.....

Employer's signature and date:

Collective Bargaining Agreement: Transport Operating Industry

FOURTH SCHEDULE (*Section 27*)

FORM OF NOTICE

Name of establishment:.....

In terms of section 25 of the Transport Operating Industry, Collective Bargaining Agreement:

(a) the number of ordinary working hours per week are:

.....
.....

(b) the normal daily times of starting and time of finishing work for each class or group of employees are:

.....

(c) as read with Public Holidays and Prohibition Act [*Chapter 10:21*]:

.....

(d) maternity leave as per the Labour Act:

.....

FIFTH SCHEDULE (*Section 15 (3)*)

CASUAL EMPLOYEES

Name:

Position: Grade:

Period of contract:

Commencing day of work:.....

Hours of work:

Wage rate:

Pay day:.....

Provision of accommodation:

Details of any bonus or incentive production scheme in operation:

.....

Provision for benefits during sickness:

Vacation leave:

SIXTH SCHEDULE

CODE OF CONDUCT

NATIONAL EMPLOYMENT COUNCIL

for the TRANSPORT OPERATING INDUSTRY

COLLECTIVE BARGAINING AGREEMENT: TRANSPORT OPERATING
INDUSTRY

This Agreement shall be the Transport Operating Industry Code of Conduct and Grievance Management procedures. It has been made and entered into in terms of the Labour Act [*Chapter 28:01*] between the Transport Operators Association (hereinafter referred to as the employers) of the one part and The Transport & General Workers Union (hereinafter referred to as the employees or the Trade Union) on the other part being parties to National Employment Council for the Transport Operating Industry. Whereas the Trade Union and the employers' organisation have reached an agreement regarding the Code of Conduct and the Grievance Management Procedures in the Transport Operating Industry.

A. INDEX

A.1 Introduction.

A.2 Definitions.

A.3 General Principles of the Code.

A.4 Principles in Administering Disciplinary Action.

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A.6 Duties and rights of the employers.

A.7 Duties and rights of workers committee and Union Representatives.

A.8 Disciplinary Committee.

B. Suspension Provisions.

C. Disciplinary and Investigation Procedures.

D. Hearing Procedures.

E. Disciplinary Committee/Disciplinary Officer Decision.

F. Appeals and Review of Matters.

G. Disciplinary warnings.

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ANNEXURES

- Annexure 1 Definition of offences.
- Annexure 2 Action Code.
- Annexure 3 Written warning form.
- Annexure 4 Final written warning form.
- Annexure 5 Appeal form.

A1. INTRODUCTION/APPLICATION OF THIS CODE

- (i) This Code of Conduct (hereinafter referred to as the 'Code') may be cited as the Transport Operating Industry Code of Conduct and Grievance Management Procedures.
- (ii) The Code shall come in operation on the date of registration by the Registrar of Labour.
- (iii) The Code shall apply to all NEC graded employees in the manner and extent as provided for in the Principal Collective Bargaining Agreement of the Council, and as amended from time to time.

A2. DEFINITIONS

“chief executive” means Managing Director, Partner or Proprietor i.e. the person who is the highest authority in the enterprise/group of companies, or in the absence of such person the highest authority present;

“code” means the set of agreed procedures, principles and acts, which are designed to regulate and promote good behaviour at the workplace and in this agreement. The code shall apply to all NEC graded employees in the industry regardless of race, tribe, place of origin, political affiliation, colour, creed, gender, position at work or in society;

“chairperson” means the Human Resources representative or other persons delegated to perform such duties and shall be responsible for chairing disciplinary hearings;

“day” means a working day;

“discipline” means the voluntary conduct of behaviour whereby both employer and employee shall conform to established rules and regulations because they understand and believe in them;

“disciplinary officer” means a person appointed by the employer to deal with or to preside over and cover disciplinary cases because there are 4 or less managerial employees/or 6 or less non-managerial employees in a company/establishment;

“employers organisation” means Transport Operators’ Association of Zimbabwe;

“grievance” means any expressed complaint, discontent, dissatisfaction or sense of unjust treatment or unfairness to an employee’s employment and includes particular behaviour on the part of management or fellow employee;

“minor offence” means an offence, which causes moderate frustrations, interference or disruption to the company’s operations, interests, standards and requirements;

“serious offence” means an offence, which causes serious frustrations, interference or disruption to the company operations, interests, standards and requirements;

“union” means Transport and General Workers Union;

“union representative” means person/s appointed by the Union to represent the interests of the members/employees at the workplace or undertaking and is authorised to represent employees in disciplinary cases;

“workers committee” means a committee elected in terms of the Labour Act [*Chapter 28:01*];

“works council” means a council composed of an equal number of representatives drawn from the employer and from the members of a workers committee.

For definitions of offences please see Annexure 1

A3. GENERAL PRINCIPLES OF THE CODE

1. The purpose of the Code is to provide a standard procedure which is designed to encourage parties in an employment relationship or situation to observe reasonable standards of conduct or behaviour and work performance and to establish fair methods of dealing with disciplinary and grievance cases.
2. Before a party can be held responsible or accountable for breaches or infringements to rules and regulations of the organisations and the standard he/she is expected to maintain, he/she must be aware of them or alternatively, he/she must have reasonable opportunity to know them.
3. Discipline is a system designed to promote orderly conduct involving the creation of an attitude and an organisational climate where both employers and employees willingly conform to established rules.
4. The Code is not intended to be a substitute for good management but sets out the broad guidelines and procedures to be followed in the administration of discipline and the processing of grievances.

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5. The parties must recognise that the code cannot cover every case and situation and therefore due regard should be given to the facts of each particular case. Management's discretion must be used within the framework of and in accordance with the spirit of the code.
6. The parties must have regular meetings to review matters concerning or arising out of the application of the code.
7. Any period laid down for submission of appeals and grievances may be extended by an off day or public holidays within that period.
8. An appeal lodged out of time may be accepted if there are reasonable grounds to do so.
9. All cases of strikes or collective job action or lockouts shall be handled in terms of the Labour Act.

A4. PRINCIPLES IN THE ADMINISTRATION OF DISCIPLINE:

1. Consistency of Treatment
The Code must be applied in an equitable, consistent manner and the facts of each particular case must be taken into account. This does not necessarily mean that two persons committing similar or the same misconduct or offences must be given the same penalty.
2. Appropriate Penalties
The Disciplinary action must be appropriate to the seriousness of the offence committed and proven.
3. Commitment to Disciplinary Action
The parties must be committed to ensuring that discipline within an employing organisation is carried out in a manner that ensures that both substantive and procedural justice and fairness are respected at all times.
4. Progressive Disciplinary Action
The parties shall agree to the principle of progressive discipline whereby more severe disciplinary action is applied to repeated acts of misconduct.
5. Application of Disciplinary Action
The disciplinary procedures shall apply to all graded employees.
6. Avoid Delay
Disciplinary action shall, whenever possible, be promptly administered. Justice demands this. Unnecessary delays in hearing or disposing of cases breeds resentment and may lead to dissipation of evidence. From

the date proceedings have commenced, cases should be concluded within (14) fourteen working days if the alleged misconduct was committed within Zimbabwe, and twenty-eight (28) working days if committed outside Zimbabwe, unless there are exceptional reasons warranting a longer period.

7. Burden of Proof

It is the responsibility of the complainant to establish that the accused is guilty of the alleged offence.

8. Rights of the Individual

Anyone alleged to have committed an offence shall have the right to—

8.1 be advised in writing of the nature and grounds of the alleged misconduct.

8.2 to be represented either by a duly and authorised member of the registered Trade Union, legal practitioner, or member of the Workers Committee at every stage of the case. However, should such a representative fail to be present after being given reasonable notice to enable his/her attendance, the hearing shall proceed in his/her absence.

8.3 to be given at least 3 working days' notice before the hearing.

8.4 call witnesses and cross examine anyone who may have testified against him/her.

8.5 appeal against the findings or decision arrived at.

A5. BODIES/AUTHORITIES RESPONSIBLE FOR THE ADMINISTRATION OF THE CODE

A.5.1 Works Council.

A.5.2 Human Resources Representative.

A.5.3 Immediate Superior.

A.5.4 Departmental Head.

A.5.5 Disciplinary Committee.

A.5.6 Disciplinary Officer.

A.5.7 Chief Executive.

A.5.8 NEC.

A.6 DUTIES AND RIGHTS OF THE EMPLOYER

A.6.1 Manage the business of the undertaking effectively.

A.6.2 Develop jointly with their employees or employee recognised representatives, effective Industrial Relations policies consistent with the principles of the Code.

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- A.6.3 Maintain jointly with their employees or their recognised representatives, effective arrangements for negotiations, consultations and communication and for settling grievances and labour disputes at the lowest level.
 - A.6.4 Deal with grievances and disciplinary cases at the plant level in accordance with the Code.
 - A.6.5 Act in good faith in all dealings with employees or the employee representatives.
- A.7 RIGHTS AND DUTIES OF THE WORKERS COMMITTEE AND UNION REPRESENTATIVES
- A.7.1 Protect and promote the rights and interests of its members and all employees.
 - A.7.2 Develop jointly with the employer structures and procedures at plant level for negotiating terms and conditions of employment and for peaceful settlement of disputes.
 - A.7.3 To ensure that all employees and their representatives observe and comply with collective bargaining agreements.
 - A.7.4 Abide by the terms and conditions of the Collective Bargaining Agreements.
 - A.7.5 Act in good faith in all relationships and dealings with the employer.
 - A.7.6 Encourage the promotion of productivity.
- A.8 DISCIPLINARY COMMITTEE
- A.8.1 There shall be established in each undertaking a disciplinary committee consisting of five members.
 - A.8.2 Two shall be appointed by management.
 - A.8.3 Two shall be elected by the workers committee or by the union where there is no workers committee, and
 - A.8.4 The Chairperson who shall be the Human Resources representative or any other persons with delegated authority to perform such duties, and has no voting right. The Chairperson also ensures that the hearing is conducted in a free and fair manner.
 - A.8.5 These members shall hold office for a period of two years and may be reappointed by their respective parties.

A.9 DISCIPLINARY OFFICER

- A.9.1 There shall be appointed in each undertaking a disciplinary officer to deal with or preside over disciplinary cases where there is no disciplinary committee because there are (4) four or less managerial employees and/or (6) six or less non-managerial employees in a company/establishment.
- A.9.2 The disciplinary officer shall ensure that the hearing is conducted in a free and fair manner.
- A.9.3 The disciplinary officer shall hold office for a period of 2 years, and may be reappointed by the employer.

B. SUSPENSION PROVISIONS

- B.1 The Human Resources representative or any other persons with delegated authority shall have the authority to suspend an alleged offender with pay and benefits, if he or she believes that the presence of the alleged offender might interfere with investigations and/or compromise the efficient operations of the company, provided that:
 - B.1.1. The hearing shall be conducted within fourteen working days from the effective day of the suspension.
 - B.1.2. An employee's employment may not be terminated during suspension period without reference to this Code of Conduct.

C. DISCIPLINARY AND INVESTIGATION PROCEDURES.

The following procedures shall apply to all alleged offending persons irrespective of their seniority or rank.

- C.1 When an offence is alleged to have been committed by an employee, immediate superior shall:
 - C.1:1 investigate the act of the alleged misconduct.
 - C.1:2 gather facts of the alleged misconduct and have them confirmed by the parties.
 - C.1:3 conduct investigations in accordance with the rules of natural justice.
- C.2 When the immediate superior has completed his/her investigations he/her may dismiss the case and advise the alleged offender and any other persons involved accordingly if satisfied that the alleged offender has no case to answer or—
 - C.2.1 If satisfied that the employee has a case to answer, refer the case to the Human Resources representative or any other

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designated persons.

- C.2.2 When the Human Resources representative receives the case, he/she shall review the case and decide whether the employee has a case to answer or not.
- C.2.3 If the Human Resources representative determines that the employee does not have a case to answer, he/she dismisses the case and advises the employee or employee representative and the immediate superior accordingly.
- C.2.4 If the Human Resources representative determines that the employee has a case to answer he/she shall give reasonable notice to both the employee and the immediate superior advising them of a hearing date. Reasonable notice shall be deemed to be not less than three (3) working days before the date and time of the hearing.
- C.2.5 The notice shall inform the alleged offender in writing of the nature and the particulars of the alleged offence.
- C.2.6 Inform the alleged offender in writing of the date, time and place of the hearing.
- C.2.7 Inform the alleged offender of his/her rights to representation in terms of this Code (ie. D below).
- C.2.8 Inform the alleged offender of his right to call witnesses if he/she wishes to do so.

D. HEARING PROCEDURES

The following procedures shall apply to all employers and employees in the Transport Operating Industry.

When conducting a hearing, the Disciplinary Committee/Disciplinary Officer shall ensure that:

- D.1 The nature and the particulars of the alleged misconduct are put to the alleged offender, and that he/she understands them.
- D.2 The employer shall appoint a person to act as secretary during the hearing who shall take minutes of the proceedings.
- D.3 The complainant shall lead evidence before the respondent submits his/her defense.
- D.4 Afford the accused the opportunity to represent himself/herself either personally or by a fellow employee, or workers committee member, a representative of the Trade Union which is party to this agreement or a legal practitioner.

- D.5 The alleged offender is given the right to attend the hearing, and that the principles of substantive and procedural justice are observed.
- D.6 All witnesses are called to the hearing whenever their testimony is necessary in the interest of justice.
- D.7 If the offence involves information that is of a technical nature requiring specialised knowledge, reasonable steps are taken to call the appropriate witnesses to give evidence.
- D.8 At the conclusion of the hearing, the Disciplinary Committee/Disciplinary Officer shall make a summary of the agreed or established facts and shall make its determination either at the conclusion of the hearing if circumstances permit or at a future date. However, the determination shall be made available to all parties within five consecutive working days from the date of the hearing.

E. DISCIPLINARY COMMITTEE/DISCIPLINARY OFFICER DECISION

When deciding on an appropriate penalty, the Disciplinary Committee/Disciplinary Officer shall take the following into consideration:

- E.1 the seriousness of the case as judged against the offender's duties;
- E.2 all the facts surrounding the case;
- E.3 The adjudicating authority shall, in addition to considering the nature of gravity of any misconduct on the part of the employee, consider whether any mitigation of the misconduct avails to an extent that would have justified action other than dismissal, including the length of the employee's service, the employee's previous disciplinary record, the nature of the employment and any special personal circumstances of the employee;
- E.4 in the case of an employee/s, the employees' submissions must be taken into account;
- E.5 after imposing an appropriate penalty, the Disciplinary Committee / Disciplinary Officer shall communicate his/her findings to the head of the departments and/or to the employee or offender's representative;
- E.6 the immediate superior shall implement the disciplinary decision in consultation with the head of department;
- E.7 in the event of a deadlock by the Disciplinary Committee it shall forward a copy of the signed record of proceedings to the Chief Executive for a final decision. Before making a decision the Chief Executive may interview the accused. Where the Chief Executive Officer makes a decision because of a deadlock, any appeal lies directly to the Labour Court;
- E.8 if a case is not concluded within (30) days, unless the parties agree

Collective Bargaining Agreement: Transport Operating Industry

otherwise in writing, then such case may be referred to the National Employment Council for the Transport Operating Industry.

F. APPEALS AND REVIEW OF MATTERS

A party, which may be aggrieved by the decision of the Disciplinary Committee/Disciplinary Officer as per E above, may within five working days—

F.1 Appeal to the Chief Executive in terms of Annexure 5 of the Code of Conduct.

F.1.1 Appeals to the Chief Executive shall be in writing, and shall state the grounds of appeal.

F.1.2 The Chief Executive shall make a decision and communicate it in writing to the employee or his/her representative within fourteen (14) working days.

F.1.3 Any party aggrieved by the decision of the Chief Executive shall have the right to appeal to the Labour Court within twenty-one working days.

NB: Records of all proceedings shall be kept for sixty (60) months.

G. DISCIPLINARY WARNINGS

The following shall apply in respect of disciplinary warnings.

G.1 Verbal warning shall be recorded and shall constitute the first method of directing alleged offenders toward meeting acceptable standards of conduct and performance. It should be noted that recorded warnings shall be issued by immediate superior.

G.2 First written warning letter may be issued by immediate superiors or departmental heads in line with the procedures prescribed in this code and also in accordance with the provisions of this code, and shall be in force for a period of six months.

G.3 Final written warning letters shall be issued by the Disciplinary Committee/Disciplinary Officer and shall be in force for a period of twelve months.

G.4 All written warning letters shall be in the prescribed format set out in the annexures of this code. Only these warning forms shall be recognised as a valid warning letters.

H. MISCELLANEOUS

H.1 All appeals shall be made within the time periods stated in this code.

- H.2 In calculating the various time periods, off days, weekends and public holidays shall be excluded.
- H.3 Management shall ensure that all necessary clerical and other facilities are made available for the smooth functioning of the Disciplinary Committee/Disciplinary Officer.
- H.4 No employee involved in a disciplinary hearing including the complainant, shall suffer any loss of wages/salary for the work/time lost in this manner.
- H.5 All records of proceedings shall be kept on file for a period of sixty months.
- H.6 The Disciplinary and Grievance handling procedures shall be followed at all times.
- H.7 All records of the proceedings shall also be given to the complainant and to the offender.

I. GRIEVANCE PROCEDURE (INDIVIDUAL)

Pre-amble

Parties should follow the procedures detailed below in order to resolve grievances at the lowest levels possible.

Every employee has a right to seek redress for any grievance, whether it affects him individually or collectively. All grievance cases shall be handled without discrimination.

The parties agree that, it is in their mutual interest to observe a grievance procedure by which all grievances are considered resolved. To this end, the grievance procedures detailed below are intended to serve as a channel for resolving problems with an employee or a group of employees who may wish to raise their complaints.

The intention of the parties is that grievances are resolved at the earliest possible stage and as quickly as possible and the time records specified below are the maximum time periods to be utilised to the full unless where the complexity of the grievance requires full use of the time periods.

Failure to respond to a grievance shall be deemed to constitute an unfair labour practice.

The employee representatives shall be entitled to reasonable time during working hours to investigate the issues involved in the grievance.

The employer shall ensure that all necessary clerical and other facilities are made available to all concerned for the smooth functioning of the grievance handling machinery.

Collective Bargaining Agreement: Transport Operating Industry

No employee or his/her representatives or any other person what-so-ever involved in the grievance handling proceedings or enquiries shall suffer any loss of wages in respect of the hours spent in handling a grievance. No member of management shall be entitled to deal with a grievance where the complaint is directed against him.

J. TIME AND PERIOD IN GRIEVANCE MANAGEMENT

Stage 1

An aggrieved employee, may raise the grievance either personally or through a representative with their immediate superior.

The immediate superior shall investigate and attempt to resolve the grievance within four working days or such longer period as may be agreed with the employee but not exceeding four working days.

Stage 2

If the immediate superior is unable to resolve the grievance to the satisfaction of the complainant within the time allowed, the matter is referred to the Human Resources representative who shall convene a hearing within four working days and make a finding and/or determination. The Human Resources representative shall communicate his finding to the head of department.

Stage 3

If the matter is not resolved within four working days or alternatively if either party is aggrieved by the determination of the Human Resources representative/Head of Department the aggrieved employee shall appeal to the Chief Executive within four working days of receiving the decision.

At the request of the employee, an official of the Union may also attend the hearing for purposes of representing the employee. The enquiry and the hearing by the Chief Executive shall be conducted in the following manner:

J.3.1 The employee representative shall be given reasonable time during working hours to investigate issues involved, including any consultation that may be necessary.

J.3.2 Adjourn the meeting for the purpose of further investigations and consultations if necessary.

J.3.3 The Chief Executive's determination and/or recommendation together with all relevant facts shall be communicated to the complainant who may declare a dispute and refer the matter to the NECTOI. This determination shall be given within (14) fourteen working days.

J.3.4 The Designated Agent of the Employment Council shall investigate the issue appealed against, and resolve it in terms of the Labour Act.

K. GRIEVANCE PROCEDURE (COLLECTIVE)

In every case where the issue concerns a collective grievance, the following procedures shall apply:

1. The Union or Workers Committee shall raise the issue in writing to the Works Council.
2. If the decision of the Works Council does not resolve the issue satisfactorily, the matter shall be referred to the Chief Executive.
If the decision of the Chief Executive does not resolve the issue satisfactorily, the matter shall be referred to NECTOI.

L. DESIGNATED AGENTS OF THE COUNCIL

1. The National Employment Council for the Transport Operating Industry shall, through its Designated Agents, administer and enforce all the provisions of this Code of Conduct in the same manner and/or in accordance with the principle agreement.
2. Any failure to comply with any provision of this Code amounts to unfair labour practices/standards, which may lead to prosecution in terms of the Labour Act [*Chapter 28:01*][as amended].

M. POLICY STATEMENT ON SEXUAL HARRASSMENT

1. The National Employment Council for the Transport Operating Industry clearly states that sexual harassment of any kind will not be condoned in this industry.
2. Any person who indulges in such behaviour at workplaces will be dealt with in terms of this code. Where such incidents result in litigation, the enterprise/industry will be bound to make available the internal records of its investigations into the matter. (for definition of Sexual harassment please see Annexure 1—definition of offences Number 44 below).

ANNEXURE 1—DEFINITION OF OFFENCES

1. Absence from Specific Place of Work
An employee is absent from his/her specific place of duty if he/she wanders off without permission or reasonable excuse when he/she should be present at his/her place of duty.
2. Absence without leave

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An employee is absent from work without leave if he/she takes time off without authority, or if he/her takes time off without being granted leave of absence. He/She may, however, be excused if he/she can offer a reasonable excuse for his/her absence.

3. Aiding Stealing

An employee aids stealing if he/she enables, encourages or permits any person to steal the employer's property or refuses to give any information within his/her knowledge concerning the stolen property or deliberately closes his/her eyes to the obvious.

4. Alcohol and drug abuse

An employee is guilty of alcohol and/or drug abuse if he/she consumes liquor or illegal drugs or is under the influence of liquor or illegal drugs during working hours.

5. Assault and Battery

An employee is guilty of assault and battery if he/she intentionally puts another employee in reasonable apprehension of an imminent, harmful or offensive contact and causes actual physical harm.

6. Breach of Confidence

An employee is guilty of breach of confidence if he/she has access to confidential matters by virtue of his/her position and he makes disclosures to unauthorised persons.

7. Clocking Another Employee's Time Card

An employee is guilty of clocking another employee's time card if he/she intentionally clocks in or out on behalf of another employee or brings about unauthorised alterations onto time or job card.

8. Clock Watching

An employee is guilty of clock watching if he/she abandons work before time, even if he/she has no other work to do, unless he/she has obtained permission from his/her superior.

9. Concealing One's Defective Work

An employee is guilty of concealing defective work if he/she covers or conceals work, which is not properly done and not up to standard.

10. Corruption

An employee is guilty of corruption if he/her takes bribes or misuses his/her position for personal gain.

11. Criminal Conviction

An employee is guilty of criminal conviction if he/she commits a criminal offence which is work related.

12. Damaging Property

An employee is guilty of damaging property if without necessity or justification he/she wilfully causes damage to any property or destroys it or throws it away.

13. Discreditable Conduct

An employee is guilty of discreditable conduct if he/she is rude and uncooperative towards members of the public who have dealings with the employer.

14. Disobedience to Orders

An employee is guilty of disobedience to orders if he/she shows a clear intention that he/she will not carry out the order or does in effect not carry out the order. The orders, which may be in the form of safety rules, factory regulations, standing orders or instructions whether written, or oral if brought to the notice of the employee by a person in authority must be obeyed unless they are unlawful.

15. Disobeying Safety Rules

An employee is guilty of disobeying safety rules if he/she disregards safety rules and regulations.

16. Disrespectful Conduct

An employee is guilty of disrespectful conduct if by words or conduct he/she degrades any person in authority.

17. Doing Private Business or Work During Working Hours

An employee is guilty of doing private business or work during working hours if he/she takes on work other than that which he/she is employed to do during working hours. (paid time). It is a misconduct if he/she devotes that time to do his/her own private business or work whether or not it is for gain.

18. Embezzlement

An employee is guilty of embezzlement if he/she converts the company's property received by him/her on behalf of the employer to his/her own use.

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19. Expressing Offensive Views

An employee is guilty of expressing offensive views on Trade Union, Employers Association, National Employment Council, economic, social, political, religious or sexual matters if the views are said in such a way to annoy any person of reasonable temper.

20. Extortion

An employee is guilty of extortion if under threat, negligence of duty or abuse of position, he/she demands money or a favour from an employee or a member of the public dealing with the company.

21. Failure to Wear Personal Protective Equipment

An employee is guilty of failure to wear personal protective equipment if he/she fails to do so after it has been provided.

22. Falsification of Qualification Certificates

An employee is guilty of falsification of qualification certificate(s) if he/she alters or intentionally improperly obtains and presents such certificate(s) to the employer.

23. Falsifying records

An employee is guilty of falsifying records if he/she makes or alters any record with an intention to deceive.

24. Fighting

An employee is guilty of fighting if he/she exchanges blows with another party whilst on duty and or in the workplace.

25. Fraud

An employee is guilty of fraud if he/she intentionally makes a representation to a party knowing it to be untrue, or causes actual or potential prejudice to another.

26. Gross Negligence

An employee is guilty of gross negligence if there is proven aggravated or excessive negligence in the performance of his duty.

27. Habitual Tardiness

An employee is guilty of habitual tardiness by consistently acting in a slow manner that endangers other workers, property or production at the workplace.

28. Horseplay

An employee is guilty of horseplay if he/she indulges in rough and noisy behaviour that may affect the concentration of other employees or result in unintentional physical harm.

29. Inefficiency

An employee is guilty of inefficiency if he/she is unable to do his/her work with the level of skill and speed which would be reasonably expected of an employee qualified for the job.

30. Instigating or Taking Part in Unlawful Job Action

An employee is guilty of instigating or taking part in an unlawful job action if he/she so engages in such action.

31. Insubordination

An employee is guilty of insubordination by word or demeanor if he/she defies authority, a superior or manager.

32. Intimidation

An employee is guilty of intimidation if by threats he/she obstructs another from performing his/her duties or uses unlawful means to compel another to act against his/her will.

33. Lateness

An employee is guilty of lateness if he/she is not at work at the stipulated time.

34. Laziness

An employee is guilty of laziness if he/she willfully performs below the accepted standard.

35. Making Threats

An employee is guilty of making threats during working hours if he/she causes fear and alarm by an act or omission, words or conduct which leads to apprehension, fear to another or his/her family whether at present or in future.

36. Malingering

An employee is guilty of malingering if he/she obtains leave or endeavours to obtain a medical certificate by false pretences in order to secure such leave.

37. Misuse of Company Property

An employee is guilty of misuse of company property if he/she uses it for unauthorised purposes or removes the same from company premises to use it for private purposes without authorisation.

38. Neglect of Duty

An employee is guilty of neglect of duty if he/she does not perform or abandons his/her job or does not care whether his/her job is done or not.

39. Negligence

An employee is guilty of negligence if he/she does not take reasonable care in the performance of his/her job to avoid acts or omissions, which he/she can reasonably foresee that would be likely to cause loss or danger or injury.

40. Pirating

An employee is guilty of pirating if found using a company vehicle which is unauthorised to carry passengers as a taxi for monetary gain or reward.

41. Possession of Dangerous Weapons

An employee is guilty of possession of dangerous weapons if he/she is found with items that he/she cannot reasonably justify having which could be used for a lethal purpose unless it is with special permission from authorities and employer.

42. Refusal to Perform a Contractual Duty

An employee is guilty of refusal to perform any of the duties he/she is employed to do or which are relevant to his/her work.

43. Sabotage

An employee is guilty of sabotage if he/she deliberately interferes with any machinery, equipment or resource with the intention of disrupting production, spoiling products or causing loss to the employer.

44. Sexual Harassment

An employee is guilty of sexual harassment if he/she engages in any repeated unwanted verbal or physical gestural sexual explicit derogatory statement, or sexual discriminatory remark made by someone in the workplace which is offensive to the worker involved and causes the person to feel threatened, humiliated, patronised, or harassed, or interferes with the person's job performance and undermines job security, or creates a threatening or intimidating environment.

45. Sleeping on Duty

An employee is guilty of sleeping on duty if he/she falls asleep at any time whilst on duty.

46. Smoking in Prohibited Areas

An employee is guilty of smoking in prohibited areas if he/she smokes anywhere other than the designated smoking area.

47. Stealing/Theft

An employee is guilty of theft/stealing if he/she dishonestly takes property belonging to the employer or another employee without the owner's permission with the intention of permanently depriving the owner of the property.

48. Use of Abusive or Insulting Language

An employee is guilty of use of abusive or insulting language if he/she uses language to demean, ridicule or show contempt to another.

ANNEXURE 2–ACTION CODE.

Disciplinary responsibility is as follows—

Offence	Responsible Official
Minor	Immediate Superior
Moderate	Department Head
Serious	Disciplinary Committee/Disciplinary Officer
Dismissal	Disciplinary Committee/ Disciplinary Officer/Chief Executive

Offence	1st Breach	2nd Breach	3rd Breach	4th Breach
Minor	Verbal warning	Written warning	Final written warning	Dismissal
Moderate	Written warning	Final written warning	Dismissal	
Serious	Dismissal			

Disciplinary penalties are as follows—

Offence	1st Breach	2nd Breach	3rd Breach	4th Breach
<i>1. Absenteeism</i> 1.1 Without permission or excuse for one day	Verbal warning and loss of pay	Written warning and loss of pay	Final written warning and loss of pay	Dismissal

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1.2 Absence for two consecutive days without reasonable excuse	Written warning and loss of pay	Final written warning and loss of pay	Dismissal	
1.3 Absence for three to four consecutive working days without reasonable excuse	Final written warning and loss of pay	Dismissal		
1.4 Absence from work for five or more consecutive working days without reasonable excuse	Dismissal			
2. Sub-standard performance				
2.1 Poor time keeping without reasonable excuse	Verbal warning	Written warning and loss of pay	Final written warning and loss of pay	Dismissal
2.2 Gross incompetence or inefficiency in performance of work	Final written warning	Dismissal		
2.3 Negligence	Final Written warning	Dismissal		
2.3.1. Gross Negligence	Dismissal			
2.4 Lack of skill which an employee held himself to possess	Dismissal			

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<p>3. <i>Indiscipline and disorderly conduct</i></p> <p>3.1. Failure to comply with standing instructions or to follow established procedures</p>	<p>Written warning</p>	<p>Final Written Warning</p>	<p>Dismissal</p>	
<p>3.2 Refusal to work overtime without reasonable cause provided 24 hours' notice is given</p>	<p>Written Warning</p>	<p>Final Written Warning</p>	<p>Dismissal</p>	
<p>3.3 Non-attendance for overtime having agreed to work without reasonable excuse</p>	<p>Final Written Warning</p>	<p>Dismissal</p>		
<p>3.4 Arriving at work intoxicated</p>	<p>Final Written Warning</p>	<p>Dismissal</p>		
<p>3.5 Proven intoxication of alcohol and/or non-prescribed or illegal drugs, rendering an employee incapable of performing his work properly</p>	<p>Dismissal</p>			
<p>3.6 Use of abusive language or words indicating ridicule or contempt towards any person</p>	<p>Final Written Warning</p>	<p>Dismissal</p>		
<p>3.7 Insubordination</p>	<p>Final Written warning</p>	<p>Dismissal</p>		

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3.8 Attempting or threatening conduct	Final written warning	Dismissal		
3.9 Fighting/ Assault	Dismissal			
3.10 Disobeying and/or disregarding good housekeeping procedures & rules	Written warning	Final Written warning	Dismissal	
3.11 Disobeying and/or disregarding good work practices	Final written warning	Dismissal		
3.12 Abuse of clock cards	Final written warning	Dismissal		
3.13 Clocking another employee's card (both parties) with intention	Final written warning	Dismissal		
3.14 Willful disobedience of a lawful order given by the employer	Dismissal			
4. Willful & unlawful destruction of the employer's property				
4.1 Abuse of company vehicles	Final Written Warning	Dismissal		
4.1.1 Proven negligence resulting in serious damage				
4.1.2 Proven negligence resulting in the write off of a vehicle	Dismissal			

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4.1.3	Carrying unauthorised passengers on employer's vehicles	Final Written Warning	Dismissal		
4.1.4	Pirating (use of company vehicle for reward)	Dismissal			
4.2	Company property				
4.2.1	Willful and unlawful destruction	Dismissal			
4.2.2	Negligent loss of property	Dismissal			
4.2.3	Misuse of property i.e. for personal gain	Dismissal			
5.	<i>Theft or fraud</i>				
5.1	Proven cases of theft or fraud	Dismissal			
6.	<i>Inciting and/or taking part in unlawful industrial action</i>	Dismissal			
7.	<i>Breach of confidence involving company secrets</i>	Dismissal			
8.	<i>Safety</i>				
8.1	Failure to wear protective clothing or to use safety equipment when supplied	Written Warning	Final Warning	Dismissal	
8.2	Disobeying safety rules	Written warning	Final written warning	Dismissal	

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8.3 Smoking in prohibited places	Final written warning	Dismissal		
8.4 Tampering with safety equipment– Minor consequences Serious consequences	Final written warning Dismissal	Dismissal		
9.2 Negligent driving	Final written warning	Dismissal		
9.3 Suspension or prohibition from driving	Dismissal			
9.4 Conviction of a criminal offence which is work related for theft, dishonesty, bribery, fraud and assault	Dismissal			

<p>10. Conviction of criminal offences other than those in paragraph 9</p>	<p>Management reserves discretionary rights in consultation with the workers committee</p>		
<p>11. Civil offence and being required to serve an effective prison sentence</p>	<p>Management reserves discretionary rights in consultation with the workers committee</p>		
<p>12. Sexual harassment</p>	<p>Written warning</p>	<p>Final written warning</p>	<p>Dismissal</p>
<p>13. Extortion</p>	<p>Dismissal</p>		

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ANNEXURE 3

WRITTEN WARNING

(In triplicate)

Employee's name:

Offence for which warning was given:

You are hereby given a written warning in respect of the offence listed above. Should you transgress the Code of Conduct again within the period of validity of this warning, further disciplinary action will be taken against you.

Period of validity of warning: 6 months

Signed:.....
(Immediate Superior/ Departmental Head)

Print Name.....

A copy of this written warning was given to the employee in my presence:

Signed:.....
(Workers Committee Representative)

Print name:

I acknowledge receipt of this warning*

Signed:.....
(Employee)

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I do/do not accept that the warning was justified:
(Delete inapplicable)

Signed.....
(Employee)

* NOTE THAT AN ACCEPTANCE OF A WARNING BY AN EMPLOYEE IS NOT NECESSARILY AN ACCEPTANCE OF GUILT BUT IS MERELY AN ACKNOWLEDGEMENT OF RECEIPT OF THIS WARNING AND SHALL NOT PREVENT AN APPEAL.

If the employee has refused to sign this warning, please endorse accordingly.

ANNEXURE 4

FINAL WRITTEN WARNING

Employee's Name.....Date:.....
Offence for which warning was given

You are hereby given a final written warning in respect of the offence listed above. Should you transgress the Code of Conduct again within the period of validity of this final written warning, you will be in danger of being dismissed. This final written warning is valid for a period of 12 months.

Signed:.....
(Disciplinary Committee Chairman/
Disciplinary Officer)

Print Name:

A copy of this written warning was given to the employee in my presence:

Signed:.....
(Workers Committee Representative)

Print Name:

I acknowledge receipt of this warning*

Signed.....
(Employee)

I do/do not accept that the warning was justified:

(Delete inapplicable)

Signed

(Employee)

* NOTE THAT AN ACCEPTANCE OF A WARNING BY AN EMPLOYEE IS NOT NECESSARILY AN ACCEPTANCE OF GUILT BUT IS MERELY AN ACKNOWLEDGEMENT OF RECEIPT OF THIS WARNING AND SHALL NOT PREVENT AN APPEAL.

If the employee has refused to sign this warning, please endorse accordingly.

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ANNEXURE 5

APPEAL FORM

TO: Chief Executive

FROM:(Applicant)

DATE: _____

RE: NOTICE OF APPEAL

I,, hereby submit/lodge my notice of appeal against the Disciplinary Committee's/Disciplinary Officer's decision handed to me on

My grounds/reasons of appeal are as follows:

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

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.....
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.....

Signature:

NB: Additional relevant information may be attached on a separate sheet.
SEVENTH SCHEDULE (Section 18)

SPECIAL/COMPASSIONATE LEAVE

(To be completed in duplicate)

The special/compassionate leave application will be limited to a maximum period of twelve (12) working days per annum and not more than three (3) working days at any one time.

I,, wish to apply for the following period of Special/Compassionate Leave:

From:

To: *(Both dates Inclusive)*

Reasons for applying leave:

Signature:

Date:

Approved by:

Title:

Date:

For Office Use:

Approved by:

Total Leave approved:.....

Special/Compassionate Leave Undertaken per above:

Balance due for this annum:

EIGHTH SCHEDULE (*Section 4 [12]*)

APPLICATION TO ENGAGE AN EMPLOYEE IN A LOWER GRADE

Name of Employer:.....

Address:

.....

Employee's Name:

National Registration No.:

Date of Engagement:.....

Occupation:Grade:

Grade Intended:.....

Reasons:

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

Date of application:

.....
Signature of Employer *Signature of Employee*

NINTH SCHEDULE (Section 28)

APPEAL FORM

TO: MAIN COUNCIL CHAIRMAN

FROM: (applicant)

ADDRESS:

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

DATE:

RE: NOTICE TO APPEAL

I/WE,, hereby submit/lodge our notice of appeal against the **Exemptions and Deregistrations Sub-Committee** decision received on the

The grounds/reasons of appeal are as follows:

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

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.....

.....

.....

.....

Signature:

Please note that the appeal must be received by the Council within (14) fourteen days working days of the decision having been handed down by the Committee.

TENTH SCHEDULE (Section 29)

LEVY RETURN FORM

NEC FOR TRANSPORT OPERATING INDUSTRY DATE .../.../...

MONTHLY RETURN OF DUES TO THE COUNCIL

Operator:

NECTOI Reg No.:

Business Classification:

Count	Employee Code	Employee name	Actual salary	Employee Grade	Employee Contribution 0.69% of basic	Employer Contribution 0.69% of basic	Total Contribution Employer/employee
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							

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19							
20							

Prepared by:

Designation:

Phone number:

Total per all grades \$..... Email address:.....

Total No. of Employees Authorised signature:.....