

Collective Bargaining Agreement: Printing, Packaging and
Newspaper Industry

IT is hereby notified that the Minister of Public Service, Labour and Social Welfare has, in terms of section 80(1) of the Labour Act [*Chapter 28:01*], approved the publication of the Collective Bargaining Agreement set out in the Schedule which further amends the agreement published in Statutory Instrument 174 of 2012, registered in terms of section 79 of the Labour Act.

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR THE PRINTING,
PACKAGING AND NEWSPAPER INDUSTRY

COLLECTIVE BARGAINING AGREEMENT: PRINTING,
PACKAGING AND NEWSPAPER INDUSTRY

Made and entered in accordance with Labour Act [*Chapter 28:01*] as amended from time to time between the Federation of Master Printers of Zimbabwe (hereinafter referred to as “the employers” or “the employers’ organisations”), of the one party, and the Zimbabwe Graphical Workers’ Union (hereinafter referred to as the “employees” or “the trade union”), of the other party, being parties to the National Employment Council for the Printing, Packaging and Newspaper Industry to further amend the Collective Bargaining Agreement, published in Statutory Instrument 174 of 2012.

1. Clause 3 is amended in subclause (1) by the insertion of the following definitions—

“cellphone” means a portable telephone that can make and receive calls over a radio frequency;

“digital printing” means a method of laser and inkjet printing. An image is sent directly to the printer using digital files such as PDF’s or any graphics software. Digital printing includes other ancillary operations such as all print finishing operations being done on the same digital printer;

“exempted artisan” means a non-apprenticeship trained artisan;

“labour broking” means subcontracting labour to the Printing, Packaging and Newspaper Industry.

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2. Clause 6 is amended as follows—

- (a) by the repeal of subclause (5) and substituted by the following—

“(5) Subject to section 12 of the Labour Act [Chapter 28:01], any fixed term contract worker who has been employed for a period of 12 consecutive months shall be deemed to be a permanent employee on the anniversary date of original employment.”;

- (b) by the insertion of subclause (8) as follows—

“(8) National Employment Council for Printing, Packaging and Newspaper Industry does not recognise labour broking.”.

3. Clause 10 is amended by the insertion of subclause (11) as follows—

“(11) Cellphones shall not be used where there is risk of causing injury, compromise security and or disruption of work.”.

4. The agreement is amended by the repeal of clause 16 and substituted by the following—

“16. No employee employed in a supervisory capacity shall be of a salary and grade of labour lower than that of the employee or employees over whom he or she has supervisory jurisdiction. Such supervisor shall be entitled to a minimum of 20 *per centum* above the employees under his or her supervision.”.

5. Clause 35 is amended by the repeal of subclause (3) and substituted by the following—

“(3) In the event of an employer contravening the provisions of subclause (1) by employing a person other than an artisan to perform any of the work falling within a designated trade, and during the period of such contravention such employer has paid that person wages less than those prescribed for an exempted artisan such employer shall pay to such person the difference between the wages already paid and those prescribed for an exempted artisan in respect of the full period of such contravention, plus such additional

employer and employee contributions to council funds as may be applicable to the grade of work performed.”.

6. The agreement is amended by the repeal of clause 39.

7. The agreement is amended by the repeal of clause 52 and substituted by the following—

“52. (1) Unless otherwise agreed with the employee, an employer shall be required to give an employee one working days’ notice of change of hours or shifts.

(2) Where a change of shift takes place during the working week, without one days’ notice having been given without a reasonable cause, the employee shall be paid shift allowance for the number of days worked plus one-day shift allowance in lieu of notice.”.

8. The agreement is amended by the repeal of clause 62 and substituted by the following—

“62. (1) Employees shall accrue 22 working days *per annum*.

(2) Employers shall require and allow each of their employees to take leave, and employees shall request to take such leave, in accordance with the provisions of this part and may accumulate a maximum of 66 working days, thereafter leave shall not accrue.”.

9. Clause 64 is amended by the repeal of subclause (1) and substituted by the following—

“(1) Employers shall pay the wages due in respect of annual leave before the employee concerned proceeds on such leave. This provision shall not apply to salaried employees.”.

10. Clause 65 is amended by the repeal of subclause (1) and substituted by the following—

“(1) Annual leave shall be taken at a time to suit the convenience of the employer who shall arrange, whenever possible, to give the employee not less than one month’s notice to take such

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leave. One month's notice may be waived only on advancement of a reasonable cause.”.

11. The agreement is amended by the insertion, after clause 87, of Part XI which is as follows—

“PART XI

GENERAL

Acting allowance

88. Any employee required to work on an acting capacity for a period of five consecutive days or more shall be entitled to an acting allowance of 10 *per centum* of the minimum wage of that higher grade.

Transfer

89. (1) Transfer is at the discretion of the employer from one place to another.

(2) In the event of an employee being transferred at the instance of the employer from one place to another, the employee shall be entitled to—

- (a) three months' notice;
- (b) transportation including his or her property at the expense of the employer or in the alternative the employer shall pay transport costs at rates not exceeding prevailing AA rates;
- (c) advance payment in the sum of \$86,00, per month for accommodation for two months;
- (d) advance payment of two weeks' basic pay to cater for incidentals.

Leave of absence

90. An employer shall accord paid time off to an employee who is required to do National Employment Council duties upon invitation by National Employment Council.

Pension fund

91. (1) The pension fund established by the Council for the purpose of providing retirement allowances and survivors' grants is hereby continued.

(2) Payments of such allowances and grants shall be made to persons entitled thereto in terms of the regulations relating to such pension fund. Employers who have in-house pension schemes which are superior to industry's pension fund will be exempted from participation in the above fund subject to verification by Council.

(3) The parties to the National Employment Council of the Printing, Packaging and Newspaper Industry, that is the Federation of Master Printers (hereinafter referred to as "the employers' organisation"), of the one part, and the Zimbabwe Graphical Workers Union (hereinafter referred to as "the employees" or the "trade union"), of the other party, have agreed that the above-named Pension Fund should be continued despite the introduction of the National Social Security Scheme (NSSA). The contributions to the N.E.C Pension Fund shall be determined by the Board of Trustees.

Freedom of conscience

92. Every person has right to freedom of conscience which includes, *inter alia*, religion or belief."

12. The agreement is amended by the repeal of the appendix on gratuities and substituted by the following—

“APPENDIX

GRATUITIES

<i>Length of services</i>	<i>Percentage of monthly wage on termination of employment</i>
Years	%
1	10
2	11
3	12
4	13

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<i>Length of services</i>	<i>Percentage of monthly wage on termination of employment</i>
Years	%
5	14
6	15
7	16
8	17
9	18
10	19
11	20
12	21
13	22
14	23
15	24
16	25
17	26
18	27
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22	31
23	32
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32	41
33	42
34	43
35	44”.

Declaration

The parties having arrived at the agreement set for herein, the undersigned officers of the council hereby declare that the foregoing is the agreement arrived at, and affix their signatures hereto.

Signed at Harare on behalf of the parties on this the 12th day of July, 2018.

CLARENCE MUGARI,
Acting General Secretary—ZGWU.

BENISON J. NTINI,
Chairperson—FMPZ.

KUDAKWASHE M. SIBANDA,
Chief Executive (N.E.C).

DAVID T. TAKAWIRA,
Chairman (N.E.C).

