

Collective Bargaining Agreement: Engineering and
Iron and Steel 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*], published the Collective Bargaining Agreement as set out in the Schedule, which replaces the agreement published in Statutory Instrument 134 of 2017. This agreement was registered in terms of section 79 of the Labour Act.

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR THE
ENGINEERING AND IRON AND STEEL INDUSTRY

CONSOLIDATED COLLECTIVE BARGAINING
AGREEMENT:

GENERAL ENGINEERING AND IRON AND STEEL SECTION
(SKILLED WORKER AND GRADED JOB CATEGORIES OF
EMPLOYEES)

This further agreement has been made and entered in accordance with the provisions of the Labour Act [*Chapter 28:01*], between the Engineering, Iron and Steel Association of Zimbabwe (hereinafter referred to as “the employers” or “the employers’ organisation”), of the one part, and the National Engineering Workers’ Union, General Engineering Metal Iron Steel and Allied Workers Union of Zimbabwe, Progressive Engineering, Metal Trade and Allied. Workers Union of Zimbabwe (hereinafter referred to as “the employees” or “the trade union”), of the other part, being parties to the National Employment Council for the Engineering and Iron and Steel Industry, to amend the consolidated principal Collective Bargaining Agreement: General Engineering & Iron & Steel Section (Skilled Worker and Graded Job Categories of Employees)

Title and period of operation

1. This agreement which includes the code of conduct and grievance procedure, skilled Worker and graded job categories for the Engineering and Iron and Steel Industry shall be cited as the

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Engineering and Iron and Steel Industry Collective Bargaining Agreement.

2. This agreement shall operate from the first day of the month following its registration until further notice.

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Supplement II: Job titles, descriptions and grades relating to the graded job categories:

PART I

APPLICATION AND INTERPRETATION

Scope and application of agreement

1. (1) Under the provisions of section 82 of the Act the terms of this agreement are binding upon and shall be observed by all—

- (a) the employers and employees in the industry who are members of the employers' organisation and trade union respectively in the area of Zimbabwe;
- (b) all other employers and employees in the Engineering and Iron and Steel industry in the area of Zimbabwe.

(2) No employer or employee may waive any provision of this agreement; whether or not the said provision creates a benefit provision shall create a right or obligation, as the case may be, independently

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of the existence of other provisions. 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.

Duration of agreement

2. (1) Wherever in this agreement or in amendments thereto, terms and conditions of employment and rights and obligations differ from those previously existing, the new terms, conditions, rights and obligations shall have effect from the date of registration of this agreement, or of the amendment, as the case may be, unless it is otherwise specifically provided.

Definitions

3. (1) Any expressions used herein which are defined in the Act shall, unless otherwise defined or specified herein, have the same meaning as in the Act, and words importing to the masculine gender shall include the feminine gender, in any words in the singular sense shall include the plural sense, further, unless inconsistent with the context and where the word clause is used it shall also mean section—

“Act” means the Labour Act [*Chapter 28:01*];

“analyst” means a person undertaking the analysis of jobs and the preparation of job descriptions; and who has been appointed or approved by council for that purpose;

“apprentice” means an apprentice as defined in the Manpower Planning and Development Act [*Chapter 28:02*];

“calendar month” means the period commencing on the first day of a month and ending on the last day of that month;

“casual worker” 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 Labour Act [*Chapter 28:01*], who is not engaged as a contract worker in terms of subclause (8) of 26;

“certified or certificated” means the process whereby a person is assessed as to competency and issued with a

certificate of skilled worker qualification by the Registrar certifying that he or she is qualified as a journeyman, or a skilled worker class 1, 2, 3 or 4, as the case may be, in a designated trade specified in that certificate;

“class of skill” means any one of the four classes of skills proficiencies, known as class 4, 3, 2 or 1, into which the differing technological levels of skills of a designated trade in the industry have been categorised, the lowest skill qualification being class 4 and the highest being class 1;

“consecutive shift” means one of two or three shifts within a period of twenty-four hours operated by an employer for the purposes of repetitive work or continuous process operations;

“continuous process operation” means any operation in an establishment, a stoppage of which in any one day would either prevent its immediate resumption on the next succeeding day or disrupt interlinked processes leading up to the finished products;

“contract worker means an employee who is engaged for a specified period, task or project and is subject to the terms of subclause (8) of clause 26 and subclause (13) of clause 46;

“council means the National Employment Council for the Engineering and Iron and Steel Industry;

“current weekly wage” means an employee’s ordinary rate multiplied by forty-four;

“day” means the period of twenty-four hours from midnight to midnight”

“day-shift” means a shift other than a night shift or a consecutive shift;

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

“designated trade” means a trade designated as such in terms of the Manpower Planning and Development Act [*Chapter 28:02*];

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- “emergency work” means work which must be performed immediately in order to prevent harm to the employer’s property, plant, asset or employees, or to nearby persons or properties, or in the national interest;
- “employee” means every person employed in the industry, other than a managerial employee as defined in the Act, the nature of whose employment is covered by the registered interests of the trade union and for whose grade or class of skill a salary or wage is prescribed in this agreement, and includes a learner as provided for in clause 21A and a self-employed person;
- “employer” unless otherwise specified in this agreement means an employer as defined in the Act who is engaged in or provides employment for persons in the industry;
- “employer party” means a registered employer’ organisation which is party to this agreement;
- “establishment” (except for the purposes of clauses 60 and 61) means all of the places at which the employer employs an employee to perform work for which a wage is prescribed in this agreement;
- “exemptions committee” means the committee established in terms of clause 56;
- “fixed shut-down” means the period, not exceeding five weeks, during which the work is suspended in an establishment, and may include such industrial holidays that may fall within the period of the shut down;
- “general secretary” means the general secretary to the council appointed in terms of the council’s constitution;
- “grade” means a job grade in the graded job category of employment, provided for in Part II of this agreement, into which a job title has been placed by the evaluation committee in terms of Part V of this agreement;
- “industry” means the general engineering section, that is to say, the engineering and iron and steel industry as defined in subclause (2) excluding the iron and steel producing section;

“iron and steel producing section” means that section of the engineering and iron and steel industry as defined in subclause (2) engaged in any one or all of the following activities, that is to say –

- (a) the extraction of iron from ore;
- (b) the production of steel in the form of ingots blooms or billets;
- (c) the conversion of steel ingots, blooms or billets to rolled sections, plates or sheets;
- (d) all activities incidental to the foregoing;

“job description” means a written description prepared by an analyst in such a form as may be determined by council which indicates clearly the work content of any task, operation or process of an occupation in the graded job category;

“job evaluation” means the process of determining the relative worth of jobs and grading them for wage purposes;

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

“local joint committee” means that committee, comprising an equal number of representatives of employers and employees established by council under its constitution to administer this agreement in an area specified by council;

“Minister” where referred to in clauses 16, 30 and 52, means the Minister of Labour and Social Services;

“Ministry” where referred to in this clause and in clauses 7 and 8 means the Ministry of Higher and Tertiary Education;

“night-shift” means a shift other than a consecutive shift—

- (a) which commences at or after 6.00 p.m. but before 4.00 a.m.; or
- (b) which terminates after midnight but before 6.00 a.m.;

and for purposes of this definition a shift shall be deemed to terminate at the normal time that shift

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- would terminate if no overtime were worked during the working week in which the shift is performed.
- “normal working hours” means those hours on any working day during which an employee is usually required to perform his ordinary hour of work;
- “ordinary hours of work” means the ordinary hours of work as prescribed in clause 12;
- “ordinary rate” means that rate of wage, whether at or above the relevant minimum rate prescribed in this agreement, which an employer has offered and which an employee has accepted for each ordinary hour of work;
- “outside worker” means an employee who has been engaged to work at places which are away from the employer’s normal place of business, irrespective of whether he is required to operate from such place of business;
- “overtime pay” means pay at the rates prescribed and in circumstances described in clause 38;
- “Registrar” means the Registrar as defined in the Manpower Planning and Development Act [*Chapter 28:02*];
- “salary” means the monthly remuneration paid to an employee who is employed on staff conditions in terms of clause 28;
- “short time working” means a reduction, as provided for in clause 16, in the number of ordinary hours worked in a working week prescribed in clause 12;
- “shut down” means the closure of an establishment or a part thereof in terms of clauses 48 and 50;
- “site worker” means an employee engaged to perform work away from his employer’s normal place of business at work sites or customer’s premises which shall be regarded as that employee’s usual place of work;
- “skilled worker” means a person who has been certificated by the Ministry as a journeyman or skilled worker class 1, 2, 3 or 4, or who holds a journeyman’s registration certificate issued by council, which is recognized by the Ministry, or

who possesses a qualification recognized by the Ministry as the equivalent of that of a skilled worker and has in consequence been issued with a certificate to perform work in the skilled worker category;

“staff conditions” means conditions of employment prescribed in clause 28;

“*Supplement I*” means that part of this agreement published as a supplement, together with such additions or amendments as are published from time to time for incorporation therein comprising —

- (i) schedules of skills proficiencies categorised into four classes of skills in designated trades covered by the supplement on which the Ministry will assess applicants for certification as a skilled worker in class 1, 2, 3 or 4, as the case may be, in those trades; and
- (ii) schedules of tools to be provided by skilled workers;

“trade union party” means a registered trade union which is a party of this agreement;

“usual place of work” means the factory, office, depot, workshop or other place of work where an employee regularly performs work or to which he is subsequently transferred for any period of more than twenty-eight days’ duration;

“wage” means the periodic payment made to an employee calculated by reference to the ordinary hours of work performed by that employee multiplied by his or her ordinary rate, and excludes bonuses and overtime and similar payments and allowances;

“working day” means —

- (a) in the case of an employee working five shifts per week, any day other than a Saturday, Sunday or industrial holiday; and
- (b) in the case of an employee working six shifts per week, any day other than a Sunday, or industrial holiday;

“working week” means the period between midnight on the day on which the employer elects to terminate the

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working week in terms of clause 11 and midnight on the corresponding day in the following week, and in the event of a shift or period of overtime continuing after midnight on that day the whole of that shift or period of overtime shall be deemed to fall within the working week terminated at midnight.

(2) In this agreement, “engineering and iron and steel industry” means, without in any way limiting the ordinary meaning of the expression, the industry in which employer and employee are associated together for one or more of the following activities, that is to say—

- (a) the production of iron and steel from ore or scrap, in the form of ingots, blooms or billets;
- (b) the conversion of steel ingots, blooms or billets to rolled sections, plates or sheets;
- (c) the production of non-ferrous metals or their alloys, excluding ferro-chrome and precious metals;
 - (d) the fabrication, assembly or erection of ornamental or other metal work or structural steelwork, including the preparation or fixing of steel reinforcements to any building or civil structure;
- (e) the manufacture of metal castings from iron or steel or non-ferrous metals or their alloys;
- (f)—
 - (i) the manufacture, fabrication, erection or assembly, maintenance, alteration, replacement, repair or reconditioning of any mechanical, hydraulic or pneumatic equipment, electrical machine or appliance, electrical and electronic equipment, carbon components, including domestic appliances, solar heating or energy systems or any component thereof;
 - (ii) the manufacture, building or assembly or alteration, repair or reconditioning of any boat or vehicle other than aircraft or wheeled motor-vehicles, and of bodies for vehicle-chassis of passenger,

goods or bulk carriers, of springs and exhaust systems, and by factory production of motor-vehicle components other than batteries, tyres and rubber components, glass windscreens and windows and other non-metallic components;

- (g) electro-plating;
- (h) the installation of electrical equipment, cable laying and jointing and the erection of overhead lines, unless done by municipalities or statutory corporations, but excluding surveying, clearing and other similar work of civil engineering nature;
- (i) the manufacture of goods from iron or steel or non-ferrous metals or one of their alloys is the principal content, which, without derogating from the generality of the foregoing, includes the following—
 - (i) agricultural implements, including wagons and scotch carts, and irrigation machinery including windmills, and all items of a similar nature;
 - (ii) hardware, cutlery, hollow-ware (including vitreous enameled), flyscreens, metal signs, sheet metal products, and aluminium, tin and other metal foil whether plain, lacquered, laminated, embossed or otherwise converted;
 - (iii) fencing equipment, gates, burglar bars and grilles;
 - (iv) playground equipment, ladders and step-ladders, safes, filing cabinets, clothing lockers, cupboards, shelving, desks, chairs, footstools, tables, furniture and drawn press products, and all items of a similar nature;
 - (v) windows, doors and door frames;
 - (vi) tanks, containers and pressure vessels;
 - (vii) wire and wire products, including cables;
 - (viii) pipes, tubes and their fittings;
 - (ix) bicycle frames, components and accessories;

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- (j) the recovery and processing of scrap metal;
- (k) the manufacture, repair, reconditioning, servicing and installation of domestic appliances.

PART II

CATEGORIES OF EMPLOYMENT AND CLASSIFICATION

Categories of employment

4. The categories of employment in the industry governed by this agreement are the—

- (a) graded job category;
- (b) skilled worker category;
- (c) skilled worker trainee category;
- (d) apprenticeship category to the extent that the provisions of this agreement are supplementary to and not inconsistent with the current apprenticeship training legislation.

Graded job category

5. The graded job category applies to tasks being performed by an employee who is not a certificated worker, unless he or she is employed in terms of clause 21 (4), in an occupation for which job titles and grades as prescribed in the first Schedule.

Skilled worker category

6. (1) The skilled worker category applies to a certificated worker capable of carrying out work consistent with and to the full extent of—

- (a) the class of skill proficiencies in the appropriate trade skills proficiencies schedule in *Supplement I* relative to the class of skilled worker's certificate held by the skilled worker; or
- (b) if the trade is not provided for in *Supplement I*, the relevant Schedule of Practical Training in the appropriate Apprenticeship Training Notice.

(2) Subject to the terms of subclauses (3) and (4) of clause 36 an employer may employ a skilled worker class 1 on any work in the industry.

Skilled worker trainee category

7. (1) The skilled worker trainee category applies to an employee who with the approval of the Ministry has entered into a training contract with his or her employer and is undergoing on-the-job training and performing work in the class of skill specified in that training contract relative to an appropriate schedule of trade skills proficiencies incorporated in *Supplement I*.

(2) A skilled worker trainee shall be paid as such only for so long as he or she is undergoing training in terms of a valid training contract.

Students on attachment

8. (1) In terms of section 41(3) of the Manpower Planning and Development Act [*Chapter 28:02*], and notwithstanding the other provisions of this agreement an employer may offer training and work facilities may be accepted by, a member or student of a university, or a member or student of a vocational and technical training institution recognised by the Ministry for the purpose of furthering his or her training and knowledge.

(2) The terms and conditions relating to any offer and acceptance made under subclause (1) shall be the subject of a written contract to agreed terms.

(3) The person undergoing such training and work as is referred to in subclause (1) shall not be deemed to be an employee for the purpose of this agreement:

Provided that the period during which such facilities are afforded do not exceed a period of twelve months unless the person concerned is a holder of a certificate issued in terms of the Manpower Planning and Development Act [*Chapter 28:02*], authorising a longer period.

Classification

9. (1) The provisions of this clause are subject to the terms of clauses 21, 22 and 34 relating to abnormal levels of employment and preservation of existing rates of wage.

(2) Every employer shall for pay purposes place each employee in a trade or occupation and in a class of skill or grade appropriate

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to his or her trade or occupation, that is to say he or she shall place each employee –

- (a) who is a certificated skilled worker who has registered his or her certificate with council and displayed it to the employer, in a work position consistent with the class of skilled worker qualification certificate held by that employee;
- (b) who is a skilled worker trainee, in a work position consistent with the class of skills proficiencies in the appropriate trade skills proficiencies schedule in Supplement I, in respect of which he or she is to be trained with a view to being certificated;
- (c) who is not a skilled worker in a work position or occupation which the employer and employee agree is covered by a generic job title, bench mark job specification and grade bearing the reference number prefix EV/3 in Supplement II, or pending the availability of an appropriate generic job title and grade, then by similar agreement, a job title and grade bearing the reference number prefix EV/2 in that Supplement;

and shall pay a wage to each employee calculated on not less than the relevant hourly rate prescribed in Annexure A, and an employee shall not accept a wage amounting to less.

(3) Where, in respect of the graded job category, uncertainty or disagreement exists as to the applicability and any of the job titles and grades in Supplement II, the employer shall make an assessment and place that employee provisionally in the nearest suitable grade indicated by reference to the job titles and specifications and, if available, the appropriate grade classification matrix, and shall submit a request for job evaluation to the secretary of the local joint committee to his or her area:

Provided that if as a result of such job evaluation the employee is placed in a grade –

- (a) higher than the employee's provisional grade, he or she shall be paid at not less than the rate of wage prescribed for that higher grade in Schedule 2 of Annexure A with

effect from the date upon which he or she was placed in his or her provisional grade;

- (b) lower than the employee's provisional grade, his or her wage shall be reduced to not less than the rate of wage prescribed for that lower grade in Second Schedule with effect from the date upon which the job was evaluated;

in the event that the employee refuses to accept the lower wage—

- (i) the employment may be terminated in terms of clause 26;
- (ii) employer may apply to a labour relations officer for an order or determination terminating the contract of employment and during the period pending the termination of employment the employee shall be paid the wage he or she was receiving prior to the date upon which the job was evaluated and graded.

(4) Where an employee is engaged in an occupation or operation provided for in a previous agreement of council which has been pending classification in the skilled worker or graded job categories and that employee has not been certificated as a skilled worker, the employer shall, place that employee in that grade in First Schedule which is most appropriate to his or her occupation or operation, and shall pay to that employee the rate of wage prescribed for that grade unless that employee's current ordinary rate is higher in which case that ordinary rate shall prevail until such time as it is overtaken by the rate prescribed for the employee's grade when the latter rate shall prevail.

PART III

CONDITIONS OF EMPLOYMENT

Record of service/ Personal file and declaration form

10. (1) Every employer shall complete in accurate detail and retain in safe keeping a valid record of service and declaration form (referred to in this clause as the form) for each employee in his or her establishment.

(2) An existing form completed in terms of this agreement shall be deemed to be valid if it has been adjusted to reflect the informatory detail specified in subclause (4)(b), (g) and (h) and any other detail

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required by this agreement. Such adjustments shall be signed by the employer and the employee.

(3) In the case of a new employee the employer shall complete a form not later than seven working days after his or her engagement.

(4) The composition of the form shall be determined and may be amended from time to time by council and shall include provision for the following—

- (a) the employer's name and address;
- (b) the employee's name, date of engagement, occupation or trade, job title and grade, or class and nature of skilled worker qualification certificate held and the date of its registration with council *vide* clause 9(2)(a), and whether on staff conditions, or a casual or contract worker, or engaged for an indefinite period;
- (c) the salary or rate of wage and whether paid weekly or monthly and when;
- (d) the hours of work and details of any fixed shut-down;
- (e) the period of notice required to terminate the employment, or the period of or other means of identifying the duration of the employment as provided in clause 26 (8);
- (f) council dues and trade union membership fees;
- (g) the employer's signature and the dates if initial and any subsequent compilation;
- (h) a declaration by the employee to be signed certifying that he understands and accepts the terms and conditions of his or her employment and the details recorded in the form;

and may also make provision for such information as is required for joining the Engineering Medical Fund, any sick pay fund, any form of pension or other benefit scheme established by council, or as may otherwise be required by council:

Provided that an individual employer may use a form other than that determined by the council if such form complies with the requirements of this subclause and its use has been approved by the council.

(5) In addition to procuring the form from council, accurately completing, signing and dating it, the employer shall be responsible for—

- (a) maintaining it in an up-to-date condition by entering therein and signing and dating all subsequent changes in the circumstances and information relating to the employment within seven working days of occurrence;
- (b) ensuring that the employee understands all the contents of the form and any changes thereto.

(6) The employee shall be responsible for—

- (a) giving the employer all the information that may be required to enable the employer to complete the form, including sight of any relevant certificate of skill qualification and the date of its registration with council or of any other documentary proof of qualification or other matter relating to his or her employment;
- (b) notifying the employer without delay of any change occurring in respect of the information or evidence so supplied;
- (c) signing the declaration referred to in subclause (4) (h) to the effect that he understands and accepts all the terms and conditions of employment and the other details recorded on the form;
- (d) signing all the changes, adjustments and alterations to the form.

(7) If upon termination of service an employee so requests he shall be given either a copy of the form or a record of service which specifies the trade or occupation in which he or she was employed and the period thereof.

(8) Failure by the employer or the employee, as the case may be, to comply with the terms and requirements of this clause, including the provision and disclosure of relevant information and documents and the accurate completion and signing of the form and of any changes made thereto, shall constitute a contravention of this agreement and an unfair labour practice.

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Termination of working week

11. (1) An employer may terminate the working week of his or her employees or of any section of his or her employees on any day of the week in which payment is made or, with the written consent of the council, during the week prior to that in which payment is made.

(2) An employer shall not change the day of termination of the working week without first giving his or her employees at least twenty-one days' notice of his or her intention to do so.

Ordinary hours of work-day, night and consecutive shifts

12. (1) The provisions of this clause shall not apply to an employee employed on staff conditions.

(2) Every employee shall be deemed to be a shift worker.

(3) Unless otherwise provided for in this agreement, the ordinary hours of work of an employee, whether working five or six shifts a week, shall not exceed—

- (a) on day-shift, ten hours in any one working day or forty-four hours in any one working week;
- (b) on consecutive shift, ten hours in any one working day or forty-four hours in any one working week;
- (c) on night-shift, eight hours in any one shift or thirty-five hours and twelve minutes in any one working week:

Provided that unless an employee has contracted to the contrary every employee shall be entitled to be placed on day-shift for five or six working days, as the case may be, after as continuous period of four working weeks on night-shift.

(4) An employer shall not require an employee to work two shifts in any period of twenty-four hours except in cases of breakdown or emergency or call-out as provided in clauses 39 and 40, or except for the purpose of changing shifts when at least eight hours shall have elapsed after completion of the employee's previous shift.

Maximum hours of work

13. (1) Except in cases of emergency, an employer shall not require an employee to work, and an employee shall not work, in any one working week an aggregate number of hours in excess of—

- (a) seventy-work hours on day-shift or consecutive shift; or
- (b) forty-two hours on night-shift:

Provided that where a night-shift is one of three shifts covering a twenty-four hour period six times a week, the hours of work in a working week of an employee employed on such night-shift may exceed forty-two hours but shall not exceed forty-eight hours, subject to the condition that no such employee shall work or be required to work two or more consecutive working weeks on such night-shift without his or her consent.

(2) When it is necessary to perform emergency work in excess of the maximum prescribed in paragraph (a) or (b) of subclause (1) (a) or (b), the employer shall immediately inform the secretary of the local joint committee giving the reasons for the additional emergency work and shall confirm this information in writing within seven days.

Break period and refreshments

14. (1) An employer shall grant an employee a break during a shift to be taken at approximately the middle of the shift and not later than when five-and-a-half hours have been worked continuously by the employee in that shift, and the period of the break shall—

- (a) if the employee is on night-shift or consecutive shift, be of not less than fifteen minutes duration and the employee shall be entitled to wages in respect of such period;
- (b) if the employee is on day-shift, be of not less than thirty minutes duration and the employee shall not be entitled to wages in respect of such period.

(2) Where an employee is required to work outside his or her normal working hours he or she shall, after completing a full shift, be entitled to a rest period of not less than fifteen minutes, and he or she shall be paid for such rest period:

Provided that where, due to the nature of the work the employee is carrying out, this rest period cannot be taken immediately upon completion of the shift it shall be taken as soon as possible after the completion of the shift.

(3)—

- (a) at approximately halfway of the shift period an employer shall grant an employee on night shift or consecutive shift, a break of not less than 15 minutes duration

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and shall provide beverage for consumption, and the employee shall be entitled to wages in respect of such;

- (b) at approximately mid-morning an employer shall grant an employee on day shift, a break of not less than 15 minutes duration and shall provide beverage for consumption, and the employee shall be entitled to wages of such period:

Provided that in the case of an outside worker an employer may waive this obligation if the circumstances of the employment render it impracticable.

Overtime

15. An employer may request, but not require, an employee to work overtime, and, when possible, shall give at least twenty-four hours' notice to such employee of such request:

Provided that an employee needed to undertake emergency work may not decline such request without reasonable cause.

Short time

16. (1) Whenever an employer has made application to the Exemptions Committee in terms of section 12D of the Labour Act as read with clause 57 of the Collective Bargaining Agreement to place any employee or group or class of employees on short-time, he or she shall give each employee concerned at least one shift's notice, or such longer period of notice as may be specified in the approval, of the intention to work short-time and of the hours to be worked, and shall also give the same employees the afore-said period of notice of resumption of normal hours of work unless it is mutually agreed to waive such notice.

(2) Notwithstanding the provision of clause 26 an employee may, at any time during the period of notice referred to in subclause (1), give his or her employer notice of termination of his or her contract of employment to be effective from the start of short-time working.

(3) During a period of short-time working an employee shall be paid for the hours actually worked by him or her:

Provided he shall not be paid for less than thirty hours in any one working week.

(4) Where an employer secures a works council agreement and or agrees with the concerned employees to implement short time work schedule the provision of section 12D of the Act shall apply.

Work on own account

17. Unless he or she has first had the written consent of his or her employer an employee shall not during any period while he or she is employed by an employer engaged in the industry undertake or perform or solicit or take orders for—

- (a) any work in the industry for gain or otherwise, other than for his or her employer;
- (b) any work outside the industry which is similar to that for which he or she is employed.

Supply of tools

18. (1) An employer shall provide at his or her own expense such tools as are necessary for use by—

- (a) a skilled worker employed by him or her for the performance of that skilled worker's work except —
 - (i) those tools which are specified from time to time in Part 2 of *Supplement I* as the tools to be provided by the skilled worker in respect of the class in the designated trade in which he or she has been certificated; or
 - (ii) if the trade is not provided for in Part I of *Supplement I*, those tools required to be acquired in terms of the Apprenticeship Training (Mechanical Engineering Industry) Notice, 1981, published in Statutory Instrument 871 of 1981, as amended;
- (b) an employee employed by him or her in the graded job category for the performance of that employee's work.

(2) Any tools supplied by an employer to an employee in terms of this clause shall remain the property of the employer who in the event of—

- (a) loss caused by the employee's negligence;
- (b) damage of the tools caused willfully by the employee; may recover the replacement or repair costs, as the case may be, less fair wear and tear, in terms of clause 43.

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(3) Where the employee disputes either the fault for the loss or the proposed costs to be deducted, no deductions may be made without the written approval of the council whose decision shall be final.

Washing facilities

19. (1) An employer shall provide sufficient washing facilities for all employees to be able to wash themselves at the conclusion of a shift.

(2) The facilities referred to in sub-clause (1) shall be provided in accordance with regulations made in terms of the Factories and Works Act [*Chapter 14:08*].

Supply of protective clothing

20. (1) Every employer shall supply, free of charge, a water proof cape, overcoat, or other suitable protective clothing to each employee who, in the course of his or her duties, is frequently exposed to inclement weather, and any other protective clothing including footwear required to be supplied in terms of the Factories and Works Act [*Chapter 14:08*].

(1A) An employer shall provide a minimum of two overalls per annum in terms of this clause and shall, where appropriate provide more depending on the employee's job and other relevant circumstances.

(2) Any clothing supplied to an employee in terms of this clause shall remain the property of the employer and shall not be removed from the premises, except on the authority of the employer for the purposes of cleaning or repair.

Employment in lower grade or class of skill

21. (1) The provision of subclause (2) of clause shall not apply to an employee employed in terms of this clause.

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

- (a) graded job category in the grade in which he or she has been employed;
- (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 subclauses (5) and (6), employ that employee in a lower grade or class of skill, as the case may be, and pay him or her at no less than the rate of the wage prescribed for that lower grade or class of skill.

(3) Where an employee refuses to work in the grade or class of skill in which he or she is employed because he or she has qualified himself or herself in a higher grade or class of skill for which no vacancy exists in his or her employer's establishment, the employer shall be entitled to suspend the employee without pay and other benefits and shall forthwith apply to a designated agent for an order or determination terminating the contract of employment:

Provided that the employer may, with the agreement of the employee and subject to the terms of subclauses (5) and (6), employ that employee in a grade or class of skill, as the case may be, pay him or her at not less than the rate of wage prescribed for that lower grade or class of skill.

(4) Where an employee who has been certificated 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 subclauses (5) and (6), employ that employee accordingly and pay him or her at not less than the rate of wage prescribed for that grade of work.

(5) Whenever anyone is to be employed in a grade or class of skill as provided for in this clause the employer shall, in advance of such employment, obtain the employee's acceptance by his or her signature on the record of service and declaration form, referred to in clause 10, on which such change shall have been recorded.

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

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Learnership: graded job category

21A. (1) Notwithstanding the terms of clause 9 and subject to subclause (2), an employer may employ an existing or a new employee as a learner in any job in the graded job category other than those in grade A1. A new employee engaged as a learner shall be deemed to be on probation for the period of his or her learnership.

(2) An employer shall not employ a learner in any one grade for more than the number of working weeks specified hereunder, and unless an exemption has been obtained shall not employ more than one learner for every two employees who are not learners in the same grade in that particular section of his or her establishment—

Grade A2 and A3 – Twelve months

Grade B1 and B2 – Twelve months

Grades B3 and B4 – Twelve months

(3) No employer shall pay less to an employee on learnership and that employee shall not expect less than a wage calculated by reference in the case of—

- (a) an existing employee, to his or her current ordinary wage;
- (b) a new employee, to the rate prescribed in Second Schedule for the grade next below that which is applicable to the job to be learned, plus half the difference between such rate and the rate prescribed in Second Schedule for the job to be learnt.

(4) On satisfactory completion of his or her learnership period, an employee shall be paid a wage calculated on not less than the rate prescribed in Second Schedule for the grade relevant to the job he or she has learnt.

(5) In the event of the unsatisfactory completion of his or her learnership period by—

- (a) an existing employee, he or she shall retain the grade he or she was in immediately before the period of learnership and be paid not less than his or her then current ordinary rate of wage;
- (b) a new employee, his or her services may be terminated.

(6) The period of learnership, not in excess of the relevant number of working weeks specified in sub-clause (2), shall be mutually

agreed between the employer and employee and shall be recorded in the employee's personal file and declaration form together with the employee's learnership rate of wage.

Infirmity or disability

22. Notwithstanding the other provisions of this agreement, where an employee above the age of 60, or for any other good and sufficient reason, is unable to earn the minimum rate of wage prescribed for the particular grade or class of skill in which he or she is employed, the exemption committee may, on the written application of the employee, or by the employer on behalf of the employee, exempt the employee and all employers of that employee from the relevant provisions of this agreement and may prescribe in relation to that employee—

- (a) the hours to be worked on a shift; and
- (b) conditions in respect of shifts to count for vacation leave; and
- (c) conditions in respect of wages; and
- (d) any other appropriate conditions rights or obligations; which shall be complied with as if they were part of this agreement.

Circumvention of the agreement by various means

23. No employer or employee shall make use of any person, device, subterfuge or stratagem, such as the non-disclosure of a skill qualification, or the use of an incorrect job title or grade, to perform work for which wages are prescribed herein other than in a manner which is in conformity with this agreement. Any such behaviour shall constitute a breach of this agreement and an unfair labour practice.

Piece-work

24. (1) An employer shall not employ an employee on piece-work.

(2) For the purposes of this clause, "piece-work" means any work paid for at a rate on quantity or output of work done.

(3) Nothing contained in this clause shall prevent an employer from paying an employee under an incentive scheme any bonus in addition to the wages payable to that employee in terms of this agreement.

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Continuous service

25. (1) For purposes of this agreement, the continuous service of an employee shall be deemed to be broken by a period of not less than two months in any three-year period through resignation, discharge, retirement or death.

(2) If in the event of a change of ownership of an establishment and an employee continues his or her employment in that establishment or another establishment belonging to the new owner, that employee's service with the previous owner shall be counted as service with the new owner and the continuity of his or her service shall be deemed not to have been interrupted:

Provided that is upon the change of ownership of the establishment an employee received from the previous owner a gratuity in terms of clause 44 relating to service with that owner, then the gratuity payable by the succeeding owner on the death, resignation, retirement or discharge of such employee may be reduced by the amount of gratuity paid by the previous owner.

Fixed term contract cap

25A. Any fixed term contract employee who shall be employed for a period of up to three years counting from 12th May, 2016 and any other date thereafter shall be deemed to be a permanent employee.

Termination of employment and time, task or project contracts

26. (1) Either party to the employment contract may terminate the contractual agreement by giving notice as provided for in terms section 12(4) of the Labour Act [*Chapter 28:01*] as amended.

(2) No employer shall give notice of termination of contract whilst the employee is sick or disabled and entitled to sick leave benefits in terms of clause 49.

(3) Neither the employer nor the employee shall give notice of termination of contract whilst the employee is on vacation leave.

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

(5) An employer may discharge his or her obligations by paying an employee his or her full wage and allowances for and in place of the period of notice required to be given in terms of this clause:

Provided that if the employee is dismissed in terms of the Disciplinary Code of Conduct at Annexure C, he or she shall be entitled on dismissal to wages, leave and overtime payments and any other allowances and benefits due to him or her at the time of his or her dismissal.

(6) For the avoidance of doubt if an employee leaves his or her employment without giving notice or having given notice, fails to work that period of notice, the employer may deduct from any wages or leave due to that employee an amount equal to the wages he or she would have earned if he or she had worked the period of notice.

(7) Any contract of employment in respect of contract worker engaged for—

- (a) a time period, shall specify the starting and terminating dates of that period.
- (b) a project or task, shall establish a clear understanding of both parties as to the beginning and end of the task or project, or those points during the build-up or winding-down thereof, at which the contract of employment starts and terminates;

and no further period of notice shall be required:

Provided that any earlier termination of the contract of employment shall be subject to the terms of Labour Act [*Chapter 28:01*] section 12(4) as amended.

Retirement age

26A. Subject to the provisions of any registered pension scheme, every employee may retire at 55 with the consent of the employer or shall retire on the last day of the month in which he or she attains the age of 60 years.

Discipline and grievances

27. The Employment code set out in Annexure C shall be observed by all employers and employees, provided that if necessary an employer may, with the approval of the Draft and Negotiating committee adapt or simplify the code in detail but not in principle to suit the circumstances of his or her particular establishment.

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PART IV

EMPLOYMENT ON STAFF CONDITIONS

Employment on staff conditions and application of agreement

28. (1) An employer may employ an employee with his or her agreement on staff conditions in any of the categories of employment provided for in Part II and such employment shall be subject to the provisions of this agreement unless otherwise specified herein.

(2) An employee employed on staff conditions shall—

- (a) be paid a monthly salary of not less than the minimum hourly rate prescribed in Second Schedule for his or her particular grade or class of skill at the time the employee is placed on staff conditions multiplied by two hundred and thirty, and may be required to work outside his or her ordinary hours of work without overtime pay;
- (b) have his or her salary reviewed at intervals of not more than twelve months to ensure that his or her salary is not less than the minimum hourly rate prescribed in Second Schedule for his or her particular grade or class of skill multiplied by two hundred and thirty;
- (c) accumulate leave—
 - (i) during the first five years at the rate of less than one calendar week for every four months of employment;
 - (ii) after the first five years of service at the rate of not less than one calendar week for every three months of employment;
- (d) be entitled to sick leave pay in terms of the conditions set out in clause 49;
- (e) be entitled to receive and shall give one month's notice of termination of service.

(3) Any proportional rates payable to an employee employed on staff conditions shall be calculated as follows—

- (a) for one week's salary the monthly salary shall be divided by four comma three three three (4,333);

- (b) for one day's salary the monthly salary shall be divided by—
 - (i) four comma three three three (4,333) and then by five (5) for an employee working a five-day week;
 - (ii) four comma three three three (4,333) and then by six (6) for an employee working a six-day week;
 - (c) for an hourly wage the monthly salary shall be divided by one hundred and ninety comma six five.
- (4) The provisions of clause 46 relating to vacation leave shall, *mutatis mutandis*, apply to any employee employed on staff conditions.

PART V

JOB EVALUATION

Establishment and composition of job evaluation committee

29. (1) There is hereby established a job evaluation committee, hereafter in this part referred to as the committee, which shall undertake the evaluation of jobs as prescribed in clause 33, and the functions specified in clause 33A.

(2) The committee shall consist of three representatives or their alternates, of the employer party to this agreement and three representatives, or their alternates, of the trade union party to this agreement, all of whom must be eligible for membership of council as representatives of the industry.

(3) The parties to this agreement shall appoint the members of the committee and their alternates and the chairman of the committee shall be chosen by the members from among their number. The party which the chairman represented shall appoint one representative to fill the place of the appointed chairman and shall notify the general secretary in writing. Details of the members and alternates appointed shall be notified to the general secretary in writing by the parties.

(4) The chairman shall be appointed annually in January of each year, and shall alternate annually, between the employer party and the trade union, unless otherwise agreed between the parties.

(5) Those appointed as members of the committee and their alternates shall hold office for such period as the parties may determine.

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(6) The committee may co-opt in an advisory and non-voting capacity any person who, in the opinion of the committee, is able to assist it in the better discharge of its functions.

(7) The secretary to the committee shall be the general secretary or a person employed by the council nominated by him or herself in agreement with the committee.

(8) The chairman of the committee shall have a casting vote in the event of a deadlock.

Local joint committees

30. (1) The Council may establish a committee (hereinafter called a Local Joint Committee) in any area which it may decide, and such Local Joint Committee shall be authorised by the Council to administer a collective bargaining agreement of the Council. A Local Joint Committee shall have power—

- (i) to carry into effect decisions of the Council;
- (ii) to exercise discretionary power granted to the Council in terms of any collective bargaining agreement;
- (iii) to inquire into and make representations to the Council on any matter affecting the industry;
- (iv) to deal with such specific matters as may be referred to it by the Council;
- (v) to use its efforts to avoid disputes between employers and employees and to endeavor to settle disputes of right which may arise:

Provided that a Local Joint Committee shall not have power to act or give a decision in respect of any matter which is in the exclusive jurisdiction of the Council, or which would involve policy affecting the industry as a whole, or a variation in the terms of the Act for the interests of employers and employees engaged in the industry in the area in which the Local Joint Committee is established.

(2) A Local Joint Committee shall consist of three members from representatives of the employer party or parties and three members from trade union party or parties who are registered in terms of the Act for the interests of employers and employees engaged in the industry in the regional area in which the Local Joint Committee is established.

(3) Subject to the number of representatives determined by the Council in terms of subsection (2) of this section, the provisions of section 5 of Council's Constitution relating to the appointment of representatives and alternates to the Council, shall apply, *mutatis mutandis*, to the appointment of representatives and alternates to a Local Joint Committee.

(4) At the first meeting following the appointment of representatives a Local Joint Committee shall elect a Chairman and a Vice-Chairman one of whom shall be a representative of the employers and one a representative of the employees. They shall hold office for one year and shall be eligible for reelection, provided that the tenure of each office shall alternate annually between a representative of the employees and a representative of the employers unless the Local Joint Committee unanimously decides otherwise. Notwithstanding the foregoing and the terms of subsection 5(4) of the NEC Constitution a Local Joint Committee may, with the approval of the full Council, appoint an independent person as its chairman for such period as may be agreed, in which case the references in this section to Vice Chairman shall fall away. The minutes of the Local Joint Committee shall be referred to the Full Council.

(5) The Chairman so elected shall preside at meetings of the Local Joint Committee, and in his or her absence the Vice-Chairman shall preside. In the absence of both the Chairman and Vice-Chairman the Local Joint Committee shall elect one from their number to preside at that meeting. The person presiding at the meeting shall retain his or her voting right.

(6) In the event of resignation or death of the Chairman or Vice-Chairman the Local Joint Committee shall elect a replacement who shall hold office for the remainder of the period for which the person he or she is replacing was elected.

(7) The party from which the Chairman is appointed elects a member to fill the vacant posts.

(8) In the event of a deadlock the Chairperson shall have a casting vote.

(9) The terms of section 11 of the NEC Constitution providing for the calling and conduct of meetings of the Council shall apply, *mutatis mutandis*, to meetings of a Local Joint Committee, provided that:

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- (a) the Local Joint Committee shall meet for itself may determine the time and place at which it shall meet and the circumstances in which meetings shall be called;
- (b) the duties allotted in that section to the General Secretary may be delegated by the Council to a member of the staff of the Council appointed as Secretary to the Local Joint Committee;
- (c) the Local Joint Committee itself shall determine a quorum for its meetings;
- (d) all matters forming the subject of motions shall be resolved by the votes of a majority of those present at the meeting who are entitled to vote.

(10) A Local Joint Committee shall apply to the Executive Committee for the appointment in its area of one or more Designated Agents in terms of section 63 of the Labour Act [*Chapter 28:01*], to assist in the administration of any collective bargaining agreement, and the Executive Committee may arrange for the appointment of such agent at such remuneration and subject to such conditions as it may decide.

(11) Any person or party affected by a decision of a Local Joint Committee may appeal to the General Engineering Committee who may uphold, reverse or vary such decision.

Remuneration and allowances

31. Members of the committee, and any alternate who is acting for a member, any person co-opted in terms of clause 28 (6), while travelling or engaged upon the business of the committee, shall be paid such remuneration and allowances as may be determined by council's executive committee, from time to time.

Meetings of the evaluation committee

32. (1) The committee shall meet as often as is required for the proper conduct of business, and whenever so requested by the chairman.

(2) Save as provided in subclause (4) two members or their alternates representative of the employer party, together with two members or their alternates representative of the trade union party, shall constitute the quorum at any meeting of the committee.

(3) The party from which the Chairman is appointed elects a member to fill the vacant posts.

(4) In the event of a deadlock the Chairperson shall have a casting vote.

(5) If a quorum is not present thirty minutes after the notified time of a meeting it shall stand adjourned to the same day two weeks later or, if such day is a public holiday, on the first working day following the public holiday, at the same time and place, and if at the adjourned meeting a quorum is not present fifteen minutes after the starting time the members present shall constitute the quorum. Written notice shall be given to the employer party and trade union party by the general secretary immediately an adjournment takes place under this subclause.

Evaluation of jobs

33. (1) The committee shall accept requests in form to be determined by council for jobs to be evaluated which are not already specified in the First Schedule and are to be performed by employees in the graded for job category from—

- (a) local joint committees established by council;
- (b) individual employers or employees engaged in the industry;
- (c) the employer party or trade union party to this agreement.

(2) On receipt of a request for a job to be evaluated in terms of subclause (1), the committee shall cause a job description to be prepared by an analyst which shall be submitted to the committee. If the committee is able by unanimous decision to evaluate, entitle and grade the job so described it shall do so and place in an appropriate job grade and arrange for the publication of an addition to the *Supplement II*.

(3) If the committee considers the job description to be inadequate it shall cause a further job description to be prepared and submitted to its satisfaction within thirty days and thereafter the job shall be evaluated in accordance with the procedures set forth in this clause.

(4) If, after receiving an adequate job description, the committee is unable to reach a unanimous decision, it shall defer

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the matter to subsequent successive meetings not exceeding two in number. All such meetings shall be held at intervals of not more than thirty days.

(5) Any of the applicants referred to in subclause (1) may apply for a job to be re-evaluated provided six months have elapsed since its original evaluation and if the committees are unanimous that a view is justified, the job shall be re-evaluated in conformity with the procedures set forth in this clause. Such re-evaluation, shall be final and no appeal or request for further evaluation shall be permitted.

(6) An employer or employee, as the case may be, may make application to the committee, in a form to be determined by the council, for a job being performed or required to be performed in the industry to be examined where he or she considers—

- (a) the job is not covered by a job title specified in the First Schedule and has not been evaluated; or
- (b) the job appears to be covered by a specified job title but the work content of that job differs materially from the job description applicable to such job title.

(7) On receipt of an application made in terms of subclause (6), the committee shall cause an analyst to examine the job and report thereon. If the committee is satisfied that—

- (a) an existing job title, description and grade adequately covers the job and its work content, it shall reject the application and notify the applicant accordingly and also of the existing job title and description and reference number which covers the job;
- (b) a new job description is necessary, it shall have one prepared by the analyst and shall evaluate the job in terms of subclause (2);
- (c) the evaluation is correct but the job title or job description is misleading, inadequate or confusing, or is capable of misinterpretation, it shall revise such job title or job description and arrange for the revised job title or job description to be published as an amendment to the First Schedule.

(9) Where jobs are evaluated after the publication of this agreement the general secretary shall on the instructions of the committee—

- (a) arrange for the necessary additions or amendments to be published as an addition to the First Schedule;
- (b) fourteen days after initiating the arrangements referred to in paragraph (a) notify all employers covered by this agreement, the parties to this agreement and the local joint committees of the job title, together with a brief description and purpose of the job, and the grade.

Every employer receiving such notification shall exhibit a copy of it on the official notice board for a period of not less than thirty days after its receipt and thereafter shall maintain a copy of it in a place easily accessible to every employee.

(10) Where it applies, employers shall comply with the terms of the notification not later than fourteen days after the date of notification or upon publication of the relevant amendments to the First Schedule, whichever is the earlier. Where as a result of such notification a job has been placed in a different grade to that in which the employer has placed it, the revised wage shall apply in accordance with the proviso of clause 9(3).

(11) The general secretary shall maintain and keep up to date a master copy of the First Schedule comprising job titles, short descriptions and grades together with related full job descriptions to which employers and employees may have access for purposes of clarification.

Revised job evaluation system

(EXPLANATORY NOTE – A review of council’s job evaluation system having been undertaken in conjunction with the International Labour Organisation, the employers’ organization and the trade union have agreed to the phased introduction of a revised system whereby jobs in the industry will be evaluated by reference to generic job titles, related bench-mark job specifications and grades, and to grade classification matrices. These generic job titles and the work content embraced thereby will be developed in consultation with employers and workers’ committees. In due course the job title, bench-mark job specification and grade will be incorporated in *Supplement II* under the

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reference number prefix EV/3. They will replace progressively the graded jobs in *Supplement II* bearing the reference number prefix EV/2, which until so replaced will continue to have force and effect. In due course this part of this agreement will be revised and reissued.)

Revised job evaluation system preceded by explanatory note

33A. (1) The job titles, descriptions and grades in *Supplement II* bearing the reference number prefix EV/2 shall remain valid until they are replaced. Where one of these adequately covers a job and its work content, and an appropriate generic job title and grade has not yet been incorporated in *Supplement II*, it may be used or the classification of a new incumbent in that job for the purposes of clause 9 pending the availability of the appropriate generic job title and grade.

(2) Notwithstanding the provisions of this clause, the committee shall not accept applications for new jobs to be evaluated in accordance with the system which is now being replaced, and applications for job evaluation and grading under the revised system shall be accepted and dealt with in accordance with subclauses (9) to (11).

(3) The committee shall be responsible on behalf of the council for the—

- (a) development and maintenance of—
 - (i) a schedule of graded job titles and benchmark job specifications whereby jobs in the industry having similar work content and other characteristics are grouped together under suitable generic job titles and classified into various grades relating to the graded job category;
 - (ii) grade classification matrices to be incorporated in *Supplement II* covering a representative cross section of jobs in the graded job category, including those having supervisory, administrative, clerical, accounting and other infrastructural functions in the mechanical and electrical engineering industry as defined in clause 3(2)(c) to (k), where in the opinion of the committee such matrices would assist in the grading of jobs;

- (iii) *proforma* for detailed job descriptions and interview guide-lines for use by job analysts, employees and employers in compiling particular job descriptions;
- (b) overall supervision of the job evaluation system with a view to ensuring its consistent and correct operation in accordance with provisions of this agreement and the needs of the industry;
- (c) adjudication and determination of any uncertainty or disagreement or other matter relating to job evaluation referred to it by an analyst or a local joint committee or the parties to this agreement.

(4) In developing a generic job title and the work content to be incorporated thereunder, the committee shall refer its proposed job title to all employers and workers' committees in the industry.

(5) The employer and the workers' committee in an establishment where jobs to be covered by the proposed generic job title are located may apply to the committee for a full description of the work content embraced by the proposed job title, and within thirty days of the date of dispatch of the description may (by setting out and signing in the appropriate spaces in the form provided the details of any additional work content required) request the committee to consider incorporating additional work content under the proposed job title. If no such request is received by the committee within the period specified, the proposed job title and work content shall be deemed to have been accepted.

(6) After considering the results following the procedures in subclauses (4) and (5) the committee shall establish the final generic job title, work content, bench-mark job specification and grade, and shall prepare a list of the existing graded jobs specified in the *Supplement II* to be replaced thereby. The general secretary shall thereafter—

- (a) make all arrangements for the ensuing amendments to be published in respect of *Supplement II*;
- (b) fourteen days after initiating the arrangements referred to in paragraph (a) notify all employers covered by this agreement, the parties to this agreement and the local joint committees of all the details of the proposed amendments to *Supplement II*.

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Every employer receiving such notification shall exhibit a copy of it on the official notice board for a period of not less than thirty days after its receipt, and thereafter shall maintain a copy of it in a place easily accessible to every employee.

(7) Where it applies, employers shall comply with the terms of the notification not later than fourteen days after the date of the notification, or of publication of the relevant amendments to *Supplement II*, whichever is the earlier. Where the effect of such notification or publication is to place a job in a different grade to that in which it had been previously placed, the provisions of subclause (8) shall apply.

(8) An employee shall not suffer any reduction in his or her current ordinary rate of wage by reason of the operation of this clause and where, following upon the registration of this further agreement, an employee's job is reclassified and placed in a grade—

- (a) at a higher rate of wage than the employee's current ordinary rate, that employee shall be paid not less than the minimum wage for that new grade with effect from the first working day after the date of the notification specified in subclause (6) (b);
- (b) at a lower rate of wage than the previous minimum rate of wage relating to that job, that employee shall continue to be paid not less than his or her current ordinary rate as a personal wage until such time as the minimum rate of wage for the new grade exceeds his or her personal wage, whereupon he or she shall be paid not less than the increased minimum rate of wage relating to the grade.

(9) An application may be made under the provisions of subclause (2) and also of clause 9 (3) to the secretary of a local joint committee for a job to be evaluated under the revised system provided for in this clause, and the terms and procedures specified in clauses 28 to 32 shall apply, *mutatis mutandis*, to such application, unless otherwise specified herein.

(10) Upon receipt of such an application an analyst shall interview the employer and employee concerned, investigate the job and prepare a detailed job description which, if the employer and

employee agree is a fair reflection of the job title, bench-mark job specification and grade in *Supplement II* adequately covers the job, and the employer and employee both agree, the job shall be graded and entitled accordingly, and if relevant the terms of the proviso of clause 9(3) shall apply forthwith. A report of the proceedings shall be made by the analyst in such a manner as the committee may specify for the purposes of subclause (3) (b).

(11) If –

- (a) either the employee or the employer refuse to accept the detailed job description or are unable to agree to a generic job title and grade proposed by the analyst; or
- (b) the analyst is unable to evaluate and grade the job; or
- (c) for any other reason the analyst considers it to be desirable.

PART VI

WAGES AND ALLOWANCES

Payment of wages and conversion of rates

34. (1) Except where otherwise expressly provided for in this agreement –

- (a) an employee shall be paid on an hourly basis and for every incomplete hour worked an employee shall be paid the same proportion of the hour worked;
- (b) for the purpose of converting the hourly rate to the weekly equivalent it shall be multiplied in the case of—
 - (i) day or consecutive shift, by forty-four (44);
 - (ii) night shift, by thirty-five (35);
- (c) for the purpose of converting the hourly rate to the monthly equivalent it shall be multiplied by one hundred and ninety-one (191).

(2) Subject to the provisions of subclauses (3) and (4), an employer shall pay all wages due to an employee in respect of the previous working week on a pay day fixed by the employer which, unless council has consented in terms of clause 11, shall not be later than the last shift worked by an employee on the last working week has terminated:

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Provided that if a pay day as described in this subclause falls within the period of a shutdown, the wages payable on that day shall be paid not later than on the first such pay day after the expiration of the said period.

(3) An employer may at the request of the employee, or for administrative purposes, pay an hourly paid employee on a monthly basis, in which case the employee shall be paid for his or her work during each calendar month not later than the last working day of that calendar month:

Provided that where any overtime payment or other allowances payable in terms of this agreement in respect of work performed during the last five working days of any calendar month cannot be calculated in time to be included in the monthly pay for the month in which they were earned, they shall be paid not later than in the monthly pay for the following month.

(4) At the written request of an employee an employer may hold in safe keeping the wages due to that employee, to be paid to that employee at some date not later than the last pay day of the month following that in which the request was made.

(5) All wages or other remuneration payable by an employer to an employee in terms of this agreement shall be paid in cash, electronic transfer or by cheque by the employer to an employee who shall acknowledge receipt by signature in the time and wages record or other record as may be authorised:

Provided that if the employer and the employee so agree, such payment may be made by direct deposit into an account operated by the employee with a bank, building society or post office, in which case an endorsed schedule of deposit by the appropriate institution shall constitute proof of payment.

(6) The employee shall be provided with a wage slip showing—

- (a) the name, occupation and grade or class of skill of the employee;
- (b) the wage rate or salary;
- (c) the total number of hours worked;
- (d) the amount of overtime and the appropriate rate, if applicable;

- (e) bonus and allowances, if any;
- (f) deductions permitted in terms of clause 43
- (g) the net amount received by the employee;
- (h) the period for which payment is made;
- (i) the manner of payment, that is to say, whether in cash, or by cheque or direct deposit to a bank, building society or post office.
- (j) the accrued vacation leave days.

(7) Notwithstanding the provisions of subclause (6), an employer may use some other system of informing his or her employees of the make-up of their remuneration if he or she has been authorised to do so by the exemptions committee.

Rates of wages

34A. Every employer shall pay rate of wage equal to the relevant minimum rate specified in Annexure A as amended from time to time:

Provided that nothing shall stop an employer from paying wages over and above the minimum rate specified in Annexure A.

Preservation of existing rates

35. An employee who, at the date of commencement of this agreement or any amendment, is in receipt of a higher rate of wage for his or her particular occupation, grade or class of skill than the rate prescribed in Second Schedule shall not by reason of this agreement suffer any deduction in his or her wage.

Minimum rate of wages, rates for abnormal work and payments to relate to forty-four-hour week.

36. (1) Unless otherwise provided in this clause its provisions shall not apply to an employee who is employed on staff conditions, or to an employee who is employed in accordance with the provisions of clauses 21 and 22.

(2) For each grade or class of skill the minimum rate of wage is prescribed in Annexure A and an employer shall pay, and the employee shall accept, not less than the appropriate minimum rate for the employee's grade or class of skill.

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(3) If an employee, including an employee employed on staff conditions, is required to perform work which is in a lower grade or class of skill than that in which he or she is normally employed he or she shall continue to be paid at not less than the rate of wage prescribed for the work position and grade or class of skill in which he or she is normally employed.

(4) If an employee, including an employee employed on staff conditions, is required to perform work which is in a higher grade or class of skill than that in which he or she is normally employed he or she shall be paid at not less than the rate of wage prescribed for that higher grade or class of skill for every hour worked therein, unless he or she is subject to a skilled worker training contract:

Provided that such higher-level employment shall not exceed eight working weeks unless the exemption committee has so approved.

(5) If the ordinary hours of work in an establishment are less than forty-four hours per week, the employer shall pay the employee, including that subject to clause 21, on the basis of a forty-four-hour week:

Provided that this sub-clause shall not apply to an employee working short time in terms of clause 16.

Shift rates

37.(1) The provisions of this clause shall not apply to an employee employed on staff conditions.

(2) An employer shall pay to an employee, and the employee shall accept, for every hour or part thereof worked by the employee during the employee's ordinary rate;

- (a) on day-shift and consecutive shift other than one referred to in paragraph (b), the employee's ordinary rate;
- (b) on consecutive shift terminating between midnight and 9.00 a.m. not less than one-and-a-quarter ($1\frac{1}{4}$) times the employee's ordinary rate;
- (c) on night shift, not less than one-and-a-quarter ($1\frac{1}{4}$) times the employee's ordinary rate.

(3) Notwithstanding the other provisions of this agreement, where an employee on day shift is required to commence his or her shift earlier than 6.00 a.m. the employer shall pay to the employee

and the employee shall accept for every hour or part thereof worked by the employee before 6.00 a.m. not less than one-and-a-half (1½) times the employee's ordinary rate.

Overtime pay and Sunday work

38.(1) The provisions of this clause shall not apply to an employee on staff conditions.

(2) Subject to the provisions of sub-clause (3), for every hour or part thereof worked by an employee in excess of his or her ordinary hours of work, as prescribed in clause 12, the employer shall pay him or her and he or she shall accept not less than one-and-a-half (1½) times his or her ordinary rate:

Provided that—

- (a) any working hours, or part thereof, not worked during a period of absence to which the employer has not given his or her consent or for which a medical certificate cannot be produced, shall be deducted from the total of the ordinary and overtime hours actually worked by an employee during a working week for the purpose of determining this entitlement pay for that week;
- (b) no right to such payment shall be conferred on an employee in respect of any overtime incurred for the purpose of changing shifts when working two shifts in any one working day.

(3) For every hour or part thereof worked by an employee between—

- (a) midnight on Saturday and midnight or Sunday; or
- (b) midnight of the day before this day-off in place of a Sunday and midnight of his or her day-off;

the employer shall pay and the employee shall accept not less than twice his or her ordinary rate.

Special rates for breakdown, emergency and continuous work

39.(1) The provisions of this clause shall not apply to an employee who is employed on staff conditions.

(2) Where, having been so required in an emergency, an employee on day shift continues or resumes work within one hour

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after the normal time for completion of his or her shift, either at or away from his or her usual place of work, and works continuously during the first six hours after such time, he or she shall be paid in the place of all other payments under this agreement a special rate of not less than one-and-a-half (1½) times his or her ordinary rate for each hour or part thereof worked continuously after that period that employee shall be paid at a higher special rate of two-and-a-half (2½) times his or her ordinary rate.

(3) For the purpose of subclause (2) continuity of work shall not be broken by, and payment at the relevant special rate shall be made in respect of any rest period of not more than—

- (a) fifteen minutes duration to which the employee is entitled in terms of subclause (3) of clause 14;
- (b) Fifteen minutes duration to which the employee is entitled in terms of clause 14(1) and (2).

(4) Where the employee referred to in subclause (2) continues or resumes work more than—

- (a) fifteen minutes but before one hour after the completion of his or her normal shift, continuity of work shall be deemed to have been broken during that first hour and the employee shall be paid at the special rates from the actual time at which he or she continues or resumes work, and only for the break period referred to in subclause (3)(b);
- (b) one hour after the completion of his or her normal shift, continuity of work shall be deemed to have been broken and the employee shall be paid from the actual time he or she continues or resumes work continuously up to midnight at one-and-a-half (1½) times his or her ordinary rate, and for each hour after midnight at twice his or her ordinary rate, and only for the break referred to in subclause (3)(b).

(5) An employee referred to in this clause shall not be required to start his or her next normal shift until a period of at least eight hours has elapsed since the time of completion of the continuous work. If, as a result of that time lapse, he or she starts that shift at a time later than the normal time, the employee shall not be entitled to pay for the period between the normal starting time and the time at which

he or she actually started work on that shift but such period shall be taken into account for the determination of his or her entitlement to overtime in terms of clause 38.

Standby and call-out

40. (1) The provisions of this clause shall not apply to an employee who is employed on staff conditions.

(2) For the purposes of this clause—

- (a) “call-out” means the occurrence when an employee, having completed his or her normal shift and before his or her next shift starts, is required to return to his or her place of work, or to attend the premises or work site of his or her employer’s customers, to perform urgent work there:

Provided that if an employee who has been out is required to attend one or more premises and he or she moves from premises to premises without returning to his or her place of residence or the place from which he or she was called out, this shall be regarded as one call-out;

- (a) “standby” means being ready to comply promptly with a call-out and to perform work at any time between shifts;
- (b) “spell of standby” means the whole or part of the period between each shift that an employee is on standby.

(3) An employer may place an employee on standby for such period as may be agreed between them, and shall pay to that employee a standby allowance of not less than—

- (a) thirty *per centum* of one hour’s pay for each spell of standby between the completion of the normal Monday shift and 6.00 a.m. on the following Saturday;
- (b) forty-five *per centum* for one hour’s pay for a spell of standby between 6.00 a.m. on a Saturday and midnight that Saturday;
- (c) sixty *per centum* of one hour’s pay for a spell of standby between the midnight of a Saturday and the start of the following Monday’s shift;

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- (d) notwithstanding the terms of paragraph (a) and in place thereof, forty-five *per centum* of one hour's pay for a spell of standby between the midnight before and midnight after any day which is an industrial holiday, unless it falls on a Sunday in which case the terms of paragraph (c) shall apply.

(4) Notwithstanding the other provisions of this agreement, the employer shall in addition to payments under subclause (3) pay an employee and the employee shall accept not less than the following rates for each hour, including travelling time, of a call-out occurring—

- (a) between the time of completion of his or her last day shift and the beginning of his or her next day shift, unless paragraph (b) or (c) below is applicable, one-and-a-half (1½) times his or her ordinary hourly rate;
- (b) between the midnight of a Saturday and the start of the following Monday's shift, twice his or her ordinary rate;
- (c) between the midnight before and midnight after any day which is an industrial holiday, one-and-a-half (1½) times his or her ordinary hourly rate, unless it falls on a Sunday in which case the terms of paragraph (b) shall apply:

Provided that if the work performed in the course of the employee's first call-out during the respective times referred to is completed in less than one hour he or she shall be paid for a full hour at the appropriate rate for that particular call-out.

Travelling allowance

41. (1) The provisions of this clause shall apply to any journey upon which an employee is required by his or her employer to travel—

- (a) on or in connection with the employer's business;
- (b) to work at some place or places other than the employee's usual place of work;

but shall not apply to an outside worker or to a journey between the employee's place of residence and usual place of work or to a journey which involves no travelling additional to that usually done by the employee between his or her place of residence and his or her usual place of work.

(2) Where an employer does not provide the means of transport for a journey to which this clause applies, he or she shall pay to the employee concerned in respect of each such journey —

- (a) the cost of a bus, train or air ticket and the cost of any transport to and from the terminus for the mode of travel used; or
- (b) if it is agreed by both parties that the employee shall use his or her own motor-vehicle, an allowance for such use as has been agreed between the employer and his or her employees, or if no such agreement exists then an allowance based on not less than the current operating costs for the class of vehicle used as assessed by the Automobile Association of Zimbabwe from time to time.

(3) For every hour spent by an employee travelling on a journey to which this clause applies the employer shall pay the employee —

- (a) during his or her normal working hours at the employee's ordinary rate;
- (b) outside his or her normal working hours at not less than one-and-a-quarter ($1\frac{1}{4}$) times the employee's ordinary rate, except as provided at paragraph (c);
- (c) during the twenty-four hour period from midnight Saturday to midnight Sunday at not less than one-and-a-half ($1\frac{1}{2}$) times the employee's ordinary rate;
- (d) during the twenty-four hour period from the midnight before to the midnight after any day which is a paid industrial holiday at not less than one-and-a-quarter ($1\frac{1}{4}$) times the employee's ordinary rate in addition to payment for the industrial holiday in terms of clause 45.

(4) For every incomplete hour spent by an employee travelling on a journey to which this clause applies, he or she shall be paid that proportion of the appropriate hourly rate in subclause (3) which is relative to the proportion of the hour so spent travelling.

Subsistence allowance

42. (1) Where an employee is required by his or her employer to work for one or more days but not more than twenty-eight days so

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far from his or her usual place of work as to necessitate his sleeping away from home the employer shall provide the employee with—

- (a) adequate accommodation, or pay him or her, in lieu thereof, an allowance per night at the current rate of SWC1 employee or the employee's current hourly rate, whichever is the greater, multiplied by nine (9);
- (b) adequate rations, or pay him or her, in lieu thereof, an allowance per day or part of a day at the current rate of a SWC1 employee or the employee's current hourly rate, whichever is the greater, multiplied by six (6).

(2) For the purposes of this clause an employer shall be deemed to have provided an employee with adequate accommodation at a hotel, a club or boarding house, or if he or she provides the employee with a caravan, pre-fabricated hut or tent and camping equipment.

Deductions from wages

43. (1) Save as provided in this clause, an employer shall make no deduction whatsoever from the wages due to an employee.

(2) An employer may deduct from the wages due to an employee—

- (a) by written stop-order signed by the employee any payment made by the employer on behalf of the employee to holiday funds, savings funds, pension funds, or in respect of personal insurance, or any other item approved by the council;
- (b) any amount acknowledged in writing by the employee as due by the employee to the employer for goods supplied or service rendered by the employer to the employee;
- (c) such amount in repayment of a loan made to the employee by the employer as may have been mutually agreed in writing and countersigned at the time of making the loan, including interest thereon if any;
- (d) any amount due by the employee to the employer for the loss of or damage to any tools as provided in terms of clause 18:

Provided that on termination of employment of an employee, the employer may deduct from any moneys due by the employer to the employee the outstanding balance of any amount referred to in paragraphs (b), (c) and (d);

- (e) the amount referred to in clause 26(7) and any payment for time off as provided for in the proviso to clause 51 (6);
- (f) where an employee has been found guilty of having stolen from the employer and has left the employ of the employer, the employer may deduct an amount equal to the replacement value of the stolen property.

(3) An employer shall deduct from the wages due to an employee—

- (a) any amount due in terms of clause 58 and any other amount due to council or other body in terms of any other agreement of the council;
- (b) any amount which the employer is compelled by law to pay on behalf of the employee;
- (c) any amount due to any trade union which the employer is required to deduct in terms of clause 59.

Gratuities

44. (1) The ensuing provisions of this clause shall apply to all Skilled Worker and Graded Job Categories of Employees.

(2) All continuous service of an employee shall count for the purpose of this clause.

(3) An employee who has completed three years of continuous service shall, on termination of such employment, irrespective of the circumstances of such termination, be paid a gratuity of not less than the amount derived by multiplying the appropriate percentage as set out in the table of Annexure E by his or her current monthly wage on termination and multiply by the number of completed years of continuous service.

(4) If an employee who has completed three or more years of continuous service dies before receiving the gratuity in terms of sub-

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clause (4), there shall be paid to his or her estate the sums which the employee would have received if his or her contract of employment had terminated on the day of his or her death.

(5) If an employer has made provision for an employee by means of a pension or gratuity scheme, registered in terms of the Pension and Provident Fund Act [*Chapter 24:09*], which at the termination of the employee's service provides benefits which when compared with those prescribed in this clause—

- (a) are not less favourable, then no gratuity shall be payable under this clause; or
- (b) are less favourable, then those benefits shall be calculated and deducted from the gratuity payable under this clause.

PART VII

HOLIDAYS, VACATION, FIXED SHUT-DOWN AND SICK LEAVE

Industrial holidays

45. (1) The provisions of this clause shall not apply to an employee employed on staff conditions.

(2) For the purpose of this clause—

- (a) “industrial holidays” means all days declared holidays in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*];
- (b) “Sunday” includes that day of the week on which an employee is not required to work in place of a Sunday.

(3) Every employee shall be granted leave of absence on industrial holidays and subject to sub-clause (6) shall be paid his or her normal daily wage for every industrial holiday:

Provided that –

- (a) for every employee working five shifts a week, when an industrial holiday falls on a Saturday or a Sunday, or on a Saturday and a Sunday, none of these days shall be paid industrial holidays;
- (b) for every employee working six shifts a week, when an industrial holiday falls on a Sunday that day shall not be a paid holiday.

(4) If an industrial holiday occurs while an employee is on leave or during a shut-down any pay due for that holiday shall be paid not later than the first pay day after the employee returns to work.

(5) Notwithstanding the terms of sub-clause (3) an employer may request an employee to work on any industrial holiday, and in the event of such work being performed—

- (a) on a paid industrial holiday, the employer shall—
 - (i) with the consent of the employee, grant the employee leave of absence on full pay on another day in the place of that industrial holiday, and shall pay him or her and he or she shall accept not less than one-and-a-half (1½) times his or her ordinary hourly rate for each hour of work during the ordinary hours of work for the day of the week on which that industrial holiday falls; or
 - (ii) pay the employee and the employee shall accept for each hour of work during the ordinary hours of work for the day of the week on which that industrial holiday falls not less than one-and-a-half (1½) times his or her ordinary hourly rate in addition to his or her normal daily wage; or
 - (iii) pay the employee and the employee shall accept for each hour of work on that industrial holiday in excess of the ordinary hours of work referred to in subparagraphs (i) and (ii) not less than twice his or her ordinary rate;
- (b) on an unpaid industrial holiday which falls on a—
 - (i) Sunday, the provisions of clause 38 (3) shall apply;
 - (ii) Saturday, then the provisions of clause 38 (2) shall apply in respect of an employee working five shifts a week.

(6) If an employee without the consent of his or her employer or without a medical certificate, absents himself or herself from work for a period of one or more working days immediately preceding or following—

- (a) one or more industrial holidays; or

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- (b) a period of shut-down or leave which includes one or more industrial holidays; he or she shall not be entitled to payment of wages for such industrial holidays not exceeding the number of days he or she was so absent.

Vacation leave

46. (1) For the purpose of this clause—

“cash equivalent” in respect of each day’s leave due or taken by an employee, means the employee’s current ordinary hourly rate multiplied—

- (a) in the case of an employee working five shifts per week, by forty-four and then divided by five;
- (b) in the case of an employee working six shifts per week, by fortyfour and then divided by six; less any deductions made in terms of clause 43;

“equivalent of three weeks” means—

- (a) in the case of an employee working six shifts per week, eighteen working days;
- (b) in the case of an employee working five shifts per week, fifteen working days; and the equivalent of four or more weeks shall be calculated accordingly.

(2) An employee, other than a casual worker or one employed on staff conditions, shall accrue leave as provided for in terms of section 14A of the Labour Act [*Chapter 28:01*]:

Provided that any portion of a month exceeding two weeks shall be regarded as a completed month for the purpose of calculating leave accrual.

(3) If an employee, at the time of going on leave, is employed at some place away from his or her usual place of work, he or she shall be entitled to be paid the allowance prescribed in clause 41—

- (a) in respect of the journey from the place where he or she is employed to his or her usual place of work; and
- (b) if on completion of leave he or she is required to return to the place where he or she was employed at the time of going on leave, in respect of the journey from his or her usual place of work to the place where he or she is employed.

(4) Where an employee takes leave, any leave accrued to him or her in terms of subclause (2) which he or she has not taken or for which he or she has not received the cash equivalent in terms of subclause (8), shall be carried forward and added to any leave which may subsequently accrue to him or her.

(5) An employee shall not take or be given employment during the period of his or her leave for remuneration or otherwise.

(6) A contract worker shall not be entitled to take leave but shall be paid the cash equivalent in lieu thereof upon the termination of his or her contract.

(7) Notwithstanding the other terms of this clause an employee whose service is terminated for any cause whatsoever, shall be entitled, subject to clause 43, to be paid the cash equivalent of all leave accrued and not yet taken by him or her upon the termination of his or her employment.

(8) When making payments relating to vacation leave an employer shall provide an employee with a leave statement showing—

- (a) the name, occupation and grade or class of skill of the employee;
- (b) the applicable rate of leave accrual, and the total amount of leave due at the time of taking leave;
- (c) the amount of leave to be taken, the applicable cash equivalent of a day's leave, the total cash amount to be paid in respect of the leave to be taken and the amount of the allowance payable under subclause (3), if any;
- (d) the amount of pay due for any unfinished working week immediately preceding the taking of leave and for any paid industrial holiday falling within the period of the leave taken, and the date of the first pay day after the employee's return to work when those outstanding shall be paid to him or her.

Apprenticeship leave

47. (1) For the purpose of this clause “apprenticeship leave” means any leave accrued to an employee in terms of contract of apprenticeship and still due to him or her at the time of completion or termination of this apprenticeship.

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(2) On completion or termination of a contract of apprenticeship where the former apprentice continues to be employed by the employer to whom he or she was apprenticed, his or her apprenticeship leave may be taken by him or her at some later date and may be added to any leave accruing to him or her in terms of this agreement:

Provided that payment in respect of such apprenticeship leave shall be at the rate which was payable to him or her immediately before his or her contract of apprenticeship was completed or terminated and not at any rate prescribed in this agreement.

Fixed shutdown

48.(1) An employer who wishes to close his or her establishment or any part thereof for a fixed period each year shall give not less than six months' notice before the first such period to all his or her employees by placing a notice on the notice board and shall at the same time send a copy to the council:

Provided that any such notice given in terms of a similar provision in any previous agreement of the council shall be deemed to have been given in terms of this subclause.

(2) An employer referred to in subclause (1) may require an employee to take the whole or part of the leave accrued to that employee in terms of clause 46 during the period of fixed shut-down, whether or not the employee has accrued the period of leave referred to in subclause (4) of that clause.

(3) Where an employee with the consent of the employer takes leave at any time other than during the period of a fixed shut-down the employer shall not be obliged either—

- (a) to employ the employee during the fixed shut-down; or
- (b) to pay the employee the normal wages which he or she would have received during that period had the establishment not been closed.

(4) Notwithstanding the provisions of clause 46 the employer shall in respect of any period of fixed shut-down pay to each employee the cash equivalent, as defined in that clause, of the number of days' leave which the employee has accrued not exceeding the number of working days in the period during the establishment or any part thereof is closed, together with the allowance referred to in clause 46(8) if the circumstances described therein are applicable.

Sick leave

49. (1) For the purpose of this clause sick leave shall be regulated in terms of section 14 of the Labour Act [*Chapter 28:01*].

(2) If an employee absents himself or herself from work, or whilst at work requests time off, because of illness or accident which is not self-induced or self-inflicted, the employer shall condone or authorise such absence for the purpose of consulting a medical practitioner, and the following conditions shall apply as appropriate—

- (a) if the employee subsequently produces a completed medical certificate which indicates that he or she was or is unfit for work, the provisions of subclause (1) shall apply;
- (b) if the employee returns to work the same day and produces a completed medical certificate, or a signed certificate of attendance at a clinic, he or she shall, irrespective of the indication of fitness disclosed in the certificate, be entitled to be paid his or her wages for the period of his or her absence on that day;
- (c) in all other cases where illness or accident is alleged as the reason for absence from work, if the requirements and conditions of this clause are not fulfilled, the employer may withhold the payment of wages for the period of absence.

(3) Irrespective of the other provisions of this clause, an employer shall have the right for the purpose of a second opinion after the lapse of the first 90 days to require an employee to undergo another examination by a different medical practitioner to the one consulted in relation to subclause (1) or (2), provided that the employer shall pay the employee at his or her current hourly rate of wage for the time so spent and shall also pay all reasonable expenses connected therewith, including the examination fee.

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PART VIII

VOLUNTARY SHUT-DOWN AND TIME-OFF

Voluntary shut-down

50.(1) The provisions of this clause shall not apply to an employee who is employed on staff conditions.

(2) An employer may decide to close his or her establishment or part thereof—

- (a) on any one working day or any portion of a working day; or
- (b) for periods not exceeding ten working days or shifts in total in any one year:

Provided seventy-five *per centum* of all employees in that establishment or that part, as the case may be, have previously voted in favour of such closure.

(3) For the purpose of subclause (2), the employer shall either —

- (a) arrange for all employees to make a written indication as to whether or not they are in favour of closure on a list to be circulated by the employer and which he or she shall retain for ninety days; or
- (b) arrange for votes to be taken through a ballot box which shall be witnessed and certified by the chairman or a representative of the workers' committee.

(4) Where it has been decided to close an establishment or a part thereof in terms of subclause (2), the agreed decision shall be notified by the placing of a notice on the notice board sufficiently in advance of the proposed shut-down as to be compatible with the provisions of subclause (5). That decision shall be binding on all employees employed in that establishment or that part thereof and those employees shall not be entitled to be paid wages during the period of closure but shall comply with any requirement in terms of subclause (5).

(5) Where it has been decided to close an establishment or a part thereof in terms of subclause (2) the employer may require the employees employed in that establishment or that part thereof to work additional hours equal to the number of ordinary hours which those

employees would have performed during the period of closure. The additional hours shall be worked—

- (a) during a period starting not earlier than nine weeks and ending not less than two weeks before the closure;
- (b) in such a manner that the extra time necessary to make up for the hours to be lost in any one week during the closure shall be achieved over a period of not more than three weeks:

Provided that the additional hours shall be subject to clause 14 and shall not exceed two hours per shift on week-days or a total of fifteen hours in any one week or be worked on a Sunday.

(6) Notwithstanding the provisions of clause 38, for each additional hour worked by an employee in terms of subclause (5), the employer shall pay and the employee shall accept the employee's ordinary rate.

(7) If an employee who has worked additional hours as provided for in subclause (5)—

- (a) is dismissed by his or her employer prior to the closure in consideration of which the additional hours were worked, his or her employer shall pay and the employee shall accept in respect of all such additional hours worked, not less than—
 - (i) one-and-a-half (1½) times the employee's ordinary rate for all such additional hours in respect of which the employee has not yet received payment; or
 - (ii) half the employee's ordinary rate for all such additional hours in respect of which the employee has already received payment in terms of subclause (6);
- (b) terminates his or her services, as opposed to being dismissed, he or she shall only be entitled to his or her ordinary rate.

(8) An employee who is on sick leave when extra time is being worked shall be deemed to have worked the extra time but shall not receive any payment other than his or her sick leave pay and shall not be paid wages during the period of closure.

(9) If an employer closes his or her establishment or any part thereof on any working day, or a portion thereof, otherwise than

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in accordance with the provisions of this clause or clause 48 he or she shall pay to each employee in the establishment or part thereof as the case may be, that employee's ordinary rate for the number of hours which the employee would normally have worked on that day or during that portion of the day, as the case may be:

Provided that in the case of an employee employed on short-time the number of hours the employee would normally have worked for the purposes of this sub-clause are the number of hours he or she would have worked on such short-time.

Time-off

51. (1) An employer may agree in writing with an employee that the employee shall be granted unpaid time-off on one or more working days if during the six working weeks immediately preceding or succeeding such time-off the employee has worked, or will work, additional hours equivalent to the number of hours which he or she would normally have worked on the day or days on which the time-off is granted.

(2) The additional hours referred to in subclause (1) for each day's time-off shall be worked in such a manner as to conform with the provisions of clause of 50(5).

(3) Notwithstanding anything to the contrary contained in this agreement, an employee who works additional hours as described in subclause (1) shall be paid his or her ordinary rate in respect of all such additional hours and such additional hours shall not be included in the number of hours which he or she is required to work in any one week before being entitled to over-time pay.

(4) Any agreement in writing referred to in sub-clause (1) shall be kept by the employer for a period of ninety days.

(5) Where an employee who has worked additional hours as provided in subclause (1) is dismissed by his or her employer prior to the granting of the unpaid time-off in consideration of which the additional hours were worked, the provisions of clause 50(7) shall apply.

(6) If an employee who has worked additional hours as provided in subclause (1) terminates his or her services, as opposed to being dismissed, he or she shall only be entitled to his ordinary rate:

Provided that where an employee has not worked the additional hours for which time-off has been granted the employer may deduct any payment made for such time-off from monies owing to the employee by the employer.

PART IX

ADMINISTRATION, DUES AND FEES

Administration of the agreement and forms to be used

52. (1) The council shall be the body responsible for the administration of the agreement, and may establish committees, additional to those established herein, to undertake such of the administrative functions as it may delegate.

(2) The council shall engage such number of persons as it may think fit to be employed by the council as designated agents to assist the council in administering this agreement. Any person so engaged may be nominated by the council for appointment by the Minister or Registrar as the case may be as a designated agent in terms of the Act.

(3) Where in terms of this agreement anything is required to be done using a form to be determined by the council, the general secretary may with the approval of the executive committee draw up and from time to time amend that form. All forms required by this agreement shall be furnished by council.

(4) Any dispute between parties about the interpretation or application of this agreement or otherwise arising in connection with this agreement in section 14 of council's constitution.

Registration and declaration by employers

53. (1) For the purposes of this clause the term "employer" shall be deemed to include self-employed persons engaged in the industry.

(2) An employer engaged in the industry or a new employer entering the industry shall, in the latter case not later than thirty days after he or she first commences operations as an employer in the industry, or in the former case not later than thirty days after this agreement comes into force, register with the council a declaration in such form as may be determined by the council, stating—

- (a) the trading name of the employer, and whether the employer is a sole proprietorship, partnership or limited liability company;

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

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

(4) Every employer on ceasing operations in the industry shall notify council in writing not later than thirty days after the date of ceasing operations.

(5) The general secretary shall maintain a register of employers in the industry.

Availability of agreement

54. Every employer shall make available in a place easily accessible to all persons in his or her employment, a copy of this agreement and all amendments thereto.

Official notices and notice board

55. (1) Every employer shall provide a notice board of reasonable size in a conspicuous place easily accessible to all persons in his or her employment. Such a notice board shall be so constructed and secured, protected and if necessary, illuminated as to ensure the safe keeping and legibility of notices placed thereon.

(2) The afore-said notice board shall be the official notice board and all notices placed thereon by the employer or by the workers' committee relating to conditions of employment, labour relations, instructions, company rules and other information affecting employees in their employment, or placed thereon at the request of council, shall constitute official notification by the employer, the workers' committee, council and the Engineering Medical Fund, as the case may be, of such matters.

(3) Every employer shall display and keep to date on the notice board a notice showing in respect of his or her establishment —

- (a) the number of ordinary working hours per week;
- (b) the normal daily times of starting and finishing work for each grade and class of skill employed;
- (c) the details of any fixed shut-down;
- (d) such other details as council may from time to time require.

(4) Every employer shall comply with any request made by, or on behalf of the worker's committee, council and the Engineering Medical Fund whereby a notice is required to be displayed on the notice board.

(5) No person shall without lawful cause alter, deface or move or cause to be altered, defaced or moved, the copy of the agreement referred to in clause 53, or any notice which has been placed by the employer or the worker's committee on the notice board except on the instructions of the employer when carrying out his or her responsibilities in terms of this clause.

Exemptions committee

56. (1) There is hereby established an exemptions committee which shall consider and grant, conditionally or otherwise, or reject applications for exemption from any or all of the provisions of this agreement, or approval for any alterations in grade or class of skill or wage or salary as provided in clause 21.

(2) The exemptions committee shall consist of three representatives or their alternates of the trade union and three representatives or their alternates of the employer party, all of whom must be eligible or membership of council as representative of the industry. The members of the committee and their alternates shall be appointed by the parties and shall assume office at the first meeting of the committee to be held not later than thirty days after the appointment of the committee, and, except as provided in subclause (3), shall continue in office for two years.

(3) Of those first appointed one employer representative and one trade union representative shall retire in January each year, the first two in the January immediately following their appointment and

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the remaining two in the next succeeding January. Those first to retire shall, unless otherwise agreed among themselves be determined by lot. Those retiring shall be eligible for reappointment.

(4) The trade union and employer party shall fill the vacancies occurring in terms of subclause (3).

(5) Two representatives of the employer party and two representatives of the trade union party shall constitute a quorum. If a quorum is not present thirty minutes after the notified time of the meeting it shall stand adjourned to the same day in the next week, at the same time and place, and if, at the adjourned meeting, a quorum is not present fifteen minutes after the starting time, the members present shall constitute the quorum.

If a member is unable to attend a meeting, his or her place shall be taken by his or her alternate who shall then be of full standing as a member.

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

(7) The committee at its first meeting, and thereafter at the meeting next after new appointments have been made, shall elect from its members a chairperson and a Vice-Chairperson the person(s) so elected shall be a representative of the employer organisation or a representative of the trade union respectively in each alternate year:

Provided that if the recently retired chairperson has been reappointed to the committee, the committee may reappoint him or her to be chairman.

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

(9) The exemption committee shall meet at such times as the chairperson may determine, or as any two members may require, or as the executive may direct. Proper minutes of each meeting shall be made and distributed to all members and all alternates and to all the parties to this agreement.

(10) The party from which the chairperson is appointed elects a member to fill the vacant posts. The party which the chairperson represented shall appoint one representative to fill the place of the appointed chairman and shall notify the general secretary in writing.

(11) In the event of a deadlock the chairperson shall have a casting vote.

(12) Remuneration of members of the committee and any alternate acting for a member in respect of attendances at meetings, traveling expenses, subsistence allowances and/or payment in lieu of wages or salaries shall be paid from council's funds in amounts determined by the executive committee from time to time.

(13) The general secretary to council or a council employee nominated by him or her shall be secretary to the exemptions committee.

Exemptions

57. (1) An employee or employer may submit an application in writing to the exemptions committee in a form determined by council for exemption from all or any of the provisions of this agreement, or for employment in a different grade or class of skill and wage or salary in terms of clause 21, and shall furnish the exemptions committee with such further information as it may require for the purpose of determining the application.

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

(3) The exemptions committee may, at any time, in respect of an applicant to whom an exemption has been granted, revoke or amend that exemption, as the case may be, and such revocation or amendment shall have effect from such date as the committee may fix and shall be notified to the persons referred to in subclause (2).

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(4) An employee or employer whose application has been rejected, or who has received a notification under subclause (3), may, within fourteen days, lodge an appeal in writing to the general engineering committee who shall determine the appeal within forty-two days of its receipt. The rejection, revocation or amendment, as the case may be, shall remain valid pending the determination of that appeal, and shall be adjusted in accordance with that determination.

(5) If the exemptions committee is unable because of lack of unanimity to reach a decision, the chairman of the committee shall have a casting vote and his decision shall be final and binding under this agreement.

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

(7) Any unexpired exemption granted under any previous agreement of council to which the provisions of this agreement are relevant shall have effect in relation to this agreement only for a period of six months after its publication or until the exemption expires, whichever time occurs first, during which period an application must be made in terms of subclause (1).

Council dues

58. (1) All employers, employees and self-employed persons engaged in the industry shall from the date of publication of this agreement pay dues to the funds of council, and all employers shall deduct from the wage or salary as defined of each of their employees the appropriate due.

(2) The dues that shall be paid, weekly or monthly as the case may be, by each employee in the various grades or classes of skill listed in Second Schedule shall be two *per centum* (2%) of his or her current ordinary rate of wage or salary:

Provided that—

- (a) no dues shall be payable where owing to short-time working or other cause an employee's pay is reduced below sixty *per centum* of his or her current ordinary rate of wage or salary;

- (b) no deductions shall be made in respect of an employee while he or she is off work sick and not in receipt of sick leave pay or a substitute payment;
- (c) deductions shall be made in advance from the leave pay paid to an employee prior to his or her commencing leave.

(3) the dues that shall be paid by each employer each month shall be that amount which equals the total of the deductions made in terms of subclause (2). Each, self-employed person shall pay four *per centum* (4%) of the monthly wage, calculated in accordance with clause 34 (1), of a skilled worker class 1 specified in Second Schedule.

(4) An employer shall record on a form determined and provided by council the number of employees in the various grades or class of skill in his or her establishment, the total amount of dues deducted in respect of each grade and class of skill, the overall total of the employees' dues and the amount of the employer's dues for the month concerned, together with information as to the numbers, grades and classes of skill and in respect of any reduced liability in terms of the provision to subclause (2).

(5) Each employer shall forward the completed form with the total amount of the employee's and the employer's dues (4%) which is to be received at the council's offices not later than the fifteenth day of the month following that to which the dues relate.

Trade union membership fees

59. (1) A trade union party to this agreement shall collect membership fees from its members as provided for in terms of sections 29 and 54 of the Labour Act [*Chapter 28.01*] and the following provisions shall apply—

- (a) save as provided in subclause (2) the trade union shall each month provide council with a list, in quadruplicate, of its members in each employer's establishment showing their full names and grades or class of skill and the monthly amount, due to the trade union from each such member;
- (b) the trade union lists of members shall be received at council's offices not later than the fifteenth day of the

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- month preceding the month in respect of which the fees are to be collected;
- (c) the trade union shall be responsible for ensuring that in respect of each member shown on the list it is in possession of a signed stop order by the member concerned authorising the appropriate deductions from his or her wages;
 - (d) council shall retain one copy of the list and shall forward the remainder so as to arrive at the relevant employer's establishment not later than the twentieth day of the month preceding the month in respect of which the fees are to be collected;
 - (e) each employer shall make such amendments to the list which may have become necessary through occurrences referred to in paragraph (f), or through changes in employment and grading or class of skill, or reduced liability in terms of subclause (3), and such amended list shall be the authority for the employer to deduct, weekly or monthly as the cases may be, from the wages of the trade union members in his or her employment the applicable amount of the fees shown on the list for the appropriate month;
 - (f) the employer shall cease to make deductions in terms of this clause in respect of any employee—
 - (i) whose name no longer appears on the list; or
 - (ii) when he or she receives written notification from the trade union through the council, which the trade union shall submit in duplicate to the council, that the employee has resigned from or been expelled by the trade union:

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

- (g) the total amount of the fees deducted, less any amount retained in terms of paragraph (h), shall be forwarded by each employer so as to be received at council's offices not later than the fifteenth day of the month following that in which the fees were deducted, together with two copies of the list incorporating any amendments thereto;
- (h) the employer may retain as a collection fee one *per centum* of the total of the trade union fees deducted by him or her each month;
- (i) upon receipt of the amounts referred to in paragraph (g) the council shall forward these to the trade union together with one copy of the list returned to it by the employer, and any question or discrepancy or dispute arising in respect of the list and the amounts shall be a matter to be determined between the trade union and the member and shall not be the concern of council or the employer.

(2) Where a trade union does not have a record of the grades or classes of skill of its members, the employer shall insert this information in respect of each employee named on the first two of the monthly lists received, and for the purpose of complying with paragraph (e) of subclause (1) shall deduct from the wages of each of those employees for the two months concerned applicable of the employee's grade or class of skill less any amount for which the employee is not liable in terms of subclause (3). Thereafter the trade union shall insert in the monthly list all the information required by paragraph (a) of subclause (1).

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

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

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PART X

WORKERS' COMMITTEES AND WORKS COUNCILS

Workers' committees

60. For the purposes of this clause, the setup, operations, interpretation, tenure of office and meetings of the workers committees shall be regulated in terms of the Labour Act [*Chapter 28:01*] .

Works council

61. (1) Where in an establishment a worker's committee exists, the employer shall set up a works council which shall be the forum in which the workers' committee shall make its representations to and conduct negotiations with the employer.

(2) For the purposes of this clause, the setup, operations, interpretation, tenure of office and meetings of the works council shall be regulated in terms of the Labour Act [*Chapter 28:01*].

**NATIONAL EMPLOYMENT COUNCIL OF THE
ENGINEERING AND IRON AND STEEL INDUSTRY**

NOTICE

TO ALL EMPLOYERS AND EMPLOYEES

**RE: WAGE AGREEMENT: GENERAL ENGINEERING
SECTION (SKILLED WORKERS
AND GRADED JOB
CATEGORIES OF EMPLOYEES)**

Please be advised that:

1. Notwithstanding the date of signature or publication hereof, this agreement of basic minimum wage, shall be deemed to have come into operation on 1st March 2022 to 31st of May, 2022.
2. Parties have agreed to wage increments on NEC basic wage/ salary minimums across all grades of covering months of March, 2022, April, 2022 and May, 2022.
3. These new wage increases represent increases of
 - (i) 12 % with effect from 1st March, 2022 up to 31st of March, 2022,

- (ii) 3.5 % with effect from 1st April, 2022 up to 30th of April 2022, and
 - (iii) 10.2 % with effect from 1st May ,2022 up to 31st of May, 2022.
4. Every employer shall, therefore, with effect from 1st March 2022, pay each employee not less than the appropriate amounts as stated in Annexure “A (i),” ‘A(ii) and “A (iii)” in this agreement.
 5. This wage agreement shall subsist subject to review by the parties to the Collective Bargaining Agreement.
 6. Nothing contained in this agreement shall preclude companies from negotiating betterment of the agreed wage levels and any other working conditions at company works councils.

Annexure “A” (i)

MINIMUM HOURLY RATE OF WAGE

(Clauses 9, 34 and 36)

Minimum hourly rates of wages effective from 1st March, 2022 to 31st March, 2022

Schedule 1: Skilled Worker Category			
	Hourly rate	Weekly equivalent	Monthly equivalent
	ZWL Rate	ZWL Rate	ZWL Rate
Class 1	258	11 352,00	49 278,00
Class 2	221	9 724,00	42 211,00
Class 3	205	9 020,00	39 155,00
Class 4	188	8 272,00	35 908,00
Schedule 2: Graded Worker Category			
	Hourly rate	Weekly equivalent	Monthly equivalent
	ZWL Rate	ZWL Rate	ZWL Rate
Grade C1	221	9 724,00	42 211,00
GradeB4	202	8 888,00	38 582,00
Grade B3	191	8 404,00	36 481,00
Grade B2	174	7 656,00	33 234,00

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Grade B1	169	7 436,00	32 279,00
Grade A3	167	7 348,00	31 897,00
Grade A2	163	7 172,00	31 133,00
Grade A1	161	7 084,00	30 751,00
Schedule 3: Skilled Worker Trainee			
	Hourly rate	Weekly equivalent	Monthly equivalent
	ZWL Rate	ZWL Rate	ZWL Rate
Trainee Class 1	231	10 164,00	44 121,00
Trainee Class 2	210	9 240,00	40 110,00
Trainee Class 3	196	8 624,00	37 436,00
Trainee Class 4	182	8 008,00	34 762,00

Annexure "A" (ii)

MINIMUM HOURLY RATE OF WAGE

(Clauses 9, 34 and 36)

Minimum hourly rates of wages effective from 1st April, 2022 to 30 April, 2022

Schedule 1: Skilled Worker Category			
	Hourly rate	Weekly equivalent	Monthly equivalent
	ZWL Rate	ZWL Rate	ZWL Rate
Class 1	267	11 748,00	50 997,00
Class 2	229	10 076,00	43 739,00
Class 3	212	9 328,00	40 492,00
Class 4	195	8 580,00	37 245,00
Schedule 2: Graded Worker Category			
	Hourly rate	Weekly equivalent	Monthly equivalent
	ZWL Rate	ZWL Rate	ZWL Rate
Grade C1	229	10 076,00	43 739,00

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GradeB4	209	9 196,00	39 919,00
Grade B3	198	8 712,00	37 818,00
Grade B2	180	7 920,00	34 380,00
Grade B1	175	7 700,00	33 425,00
Grade A3	173	7 612,00	33 043,00
Grade A2	169	7 436,00	32 279,00
Grade A1	167	7 348,00	31 897,00
Schedule 3: Skilled Worker Trainee			
	Hourly rate	Weekly equivalent	Monthly equivalent
	ZWL Rate	ZWL Rate	ZWL Rate
Trainee Class 1	239.09	10 519,96	45 666,19
Trainee Class 2	217.35	9 563,40	41 513,85
Trainee Class 3	202.86	8 925,84	38 746,26
Trainee Class 4	188.37	8 288,28	35 978,67

Annexure "A" (iii)

MINIMUM HOURLY RATE OF WAGE

(Clauses 9, 34 and 36)

Minimum hourly rates of wages effective from 1st May, 2022 to 31st May, 2022

Schedule 1: Skilled Worker Category			
	Hourly rate	Weekly equivalent	Monthly equivalent
	ZWL Rate	ZWL Rate	ZWL Rate
Class 1	294,27	12 947,75	56 205,01
Class 2	252,07	11 091,15	48 145,65
Class 3	233,82	10 288,18	44 660,07
Class 4	214,43	9 434,80	40 955,59

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Schedule 2: Graded Worker Category			
	Hourly rate	Weekly equivalent	Monthly equivalent
	ZWL Rate	ZWL Rate	ZWL Rate
Grade C1	252,07	11 091,15	48 145,65
GradeB4	230,40	10 137,39	44 005,47
Grade B3	217,85	9 585,59	41 610,19
Grade B2	198,46	8 732,20	37 905,70
Grade B1	192,76	8 481,52	36 817,51
Grade A3	190,48	8 381,15	36,381,81
Grade A2	185,92	8 180,41	35 510,42
Grade A1	184,03	8 097,50	35 150,49
Schedule 3: Skilled Worker Trainee			
	Hourly rate	Weekly equivalent	Monthly equivalent
	ZWL Rate	ZWL Rate	ZWL Rate
Trainee Class 1	263.48	11 593,00	50 324,14
Trainee Class 2	239.52	10 538,87	45 748,26
Trainee Class 3	223.55	9 836,28	42 698,38
Trainee Class 4	207.58	9 133,68	39 648,49

A Statutory Instrument setting out the agreement will be forwarded to you as soon as it has been published.

T. C. NYAMATORE
GENERAL SECRETARY

ANNEXURE C

EMPLOYMENT CODE OF CONDUCT

Introduction

1. (1) While the provisions of the Labour Act [*Chapter 28:01*] shall remain in force as the fundamental basis of labour standards, it provides for a Code of Conduct to be drawn up to govern relationships at the work place, to enable the process of self-governance to develop in industry.

(2) This Code of Conduct applies to all employers and employees in the General Engineering Industry covered by the Collective Bargaining Agreement of the Engineering and Iron and Steel Industry (General Engineering Section):

Provided that a Works Council in an undertaking in the industry may apply for the registration of a code governing employees represented on that works council, and, where such code is registered, it shall be binding in the undertaking.

(3) The objectives of code of conduct are—

- (a) to provide a forum to allow employers and employees to resolve labour problems and issues themselves without resorting to the state machinery, unless it is necessary to do so; and
- (b) to promote a healthy, co-operative and constructive relationship between employer/management and employees/trade union; and
- (c) to set standards of conduct and of performance at work place and to maintain discipline; and
- (d) to state the grievance procedure and the disciplinary action(s) to be meted out when the Code of Conduct is breached; and
- (e) to provide a time for the correction of misconduct by discussion, counseling and other means; the disciplinary action only becomes a punishment when the correction has not proved successful.

(4) Varying levels of unsatisfactory conduct or performance for the purpose of this Code, together with the appropriate disciplinary actions, are set out in the Schedule to this code.

2. — *Definitions*

“appeal” means an appeal lodged in terms of clause 7;

“complainant” means an immediate superior or another superior who makes a formal complainant in terms of this code;

“disciplinary committee” means the disciplinary committee established in terms of section 3 of this code;

“disciplinary officer” means a person referred to in section 4 who investigates and deals with minor acts of misconduct;

“grievance” means a complaint, discontent or dissatisfaction or a sense of injustice or unfairness in relation to an employee’s employment, and includes particular behaviour on the part of management or a fellow employee;

“Investigation officer” means a person appointed by the disciplinary Committee to investigate on a case.

“offence” means an offence specified in the Schedule to this code;

“representative” means a fellow employee, worker’s committee member, trade union official/ officer, a legal practioner or employers’ association official;

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“workers committee” means a workers’ committee as defined in the Labour Act [*Chapter 28:01*];

“works council” means a works council as defined in the Labour Act [*Chapter 28:01*];

“workers’ committee” means a workers committee as defined in the Labour Act [*Chapter 28:01*];

Disciplinary committee

3. (1) There shall be established in each undertaking a Disciplinary Committee consisting of four members of whom—

- (a) two shall be appointed by management; and
- (b) two shall be elected by the workers committee or, where no workers committee exists, by the workers themselves.

(2) The Disciplinary Committee shall exercise the powers and functions conferred upon it by this Code.

(3) The members of the Disciplinary Committee shall elect a chairman from management amongst their number, who shall preside at all meetings of the Committee.

(4) In the event of a deadlock the Chairperson shall have a casting vote.

Investigating officer and disciplinary officer

4. All offences for which the appropriate penalty is a verbal or written warning, shall be investigated and dealt with, subject to the provisions of this Code, by the immediate superior of the employee concerned, for the purposes of this Code, such immediate superior shall be termed an Investigating officer. The disciplinary officer would be another superior with a higher rank or from another division.

Disciplinary procedures

5. (1) An Investigating officer shall investigate every act of misconduct of which he or she is aware or which is reported to him or her, for which the appropriate penalty is a verbal warning or a written warning, and, in particular, shall—

- (a) notify the alleged offender in writing of the alleged offence, and of the impending investigations, and of the date, time and place of such investigating;
- (b) assemble all relevant information and evidence in whatever form concerning the alleged offence;
- (c) afford the alleged offender the opportunity, should he or she so wish, of questioning any witness, perusing any relevant document, or of making a statement; and the alleged offender shall have the right to be represented in any hearing by a member of the workers committee or other person of his or her choice;

- (d) generally conduct his or her investigation in a fair and unbiased manner; and
- (e) prepare a comprehensive written summary of his or her investigation including in such summary any decision and action taken.

(2) If the Investigating Officer, having completed his or her investigation, is satisfied that the alleged offender—

- (a) has not committed an offence he or she shall advise him or her in writing accordingly; or
- (b) has committed an offence, he or she shall refer the matter to the Disciplinary Officer who shall take the appropriate disciplinary action.

(3) The Disciplinary Committee shall investigate every act of misconduct of which it is aware or which is reported to it for which the appropriate penalty is a last written warning or dismissal, and the provisions of section (1) shall apply equally to an investigation carried out by the Disciplinary Committee.

(4) If the Disciplinary Committee having completed its investigation, is satisfied that the alleged offender—

- (a) has not committed an offence, it shall advise him or her in writing accordingly; or
- (b) has committed an offence, it shall take the appropriate disciplinary action.

(5) Where there is no disciplinary committee, for whatever reason, in an undertaking, the employer shall refer every act of misconduct of which he or she is aware or which is referred to him or her, and for which the appropriate penalty is a last written warning or dismissal, to the appropriate local joint committee of the council which shall consider the matter within 30 days and which shall, *mutatis mutandis*, exercise the powers and functions of a disciplinary committee in terms of this code.

(6) All warnings shall give details of the time and nature of the misconduct, the employee shall retain one copy of the form, and the other shall be retained on his or her disciplinary record.

(7) All warnings given in terms of this Code shall be given in the presence of the chairman of the workers' committee, or a representative of the workers' committee who shall witness the giving of the warning.

(8) A verbal warning shall have effect of 90 days and shall be struck from an employee's disciplinary record thereafter; a written warning shall be effective for 180 days and shall be struck from an employee's disciplinary record thereafter; a last written warning shall be effective for 365 days and shall be struck from an employee's disciplinary record thereafter.

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(9) For the avoidance of doubt it is hereby declared that no employee may be arbitrarily dismissed.

(10) An employee may only be dismissed by the commission of an act of misconduct for which the appropriate penalty in terms of this Code is dismissal.

(11) When an employee is to be dismissed in terms of this Code, the disciplinary committee shall effect the dismissal in writing as soon as is within 5 working days practicable with written reasons for the dismissal, the date on which employment will terminate, and notify the employee concerned of his or her right of appeal.

Alternative penalties

6. Alternative to the penalties specified in the Schedule, the following penalties may be imposed -

- (a) demotion to immediate lower grade and position, and not more than 3 months, in respect of an act of misconduct for which the appropriate penalty is dismissal;
- (b) suspension without pay or on reduced pay for a maximum period of five working days in respect of an act of misconduct for which the appropriate penalty is a last written warning or dismissal; or
- (c) reduction in pay up to a maximum of five per cent in respect of an act of misconduct for which the appropriate penalty is dismissal for a maximum of three months.

Appeals

7. (1) An aggrieved party shall have the right to appeal in writing to the Disciplinary Committee against a decision of a disciplinary Officer within three working days of his or her being advised of the disciplinary Officer's decision; such appeal shall be considered by the Disciplinary Committee within four working days of its receipt.

(2) An aggrieved party shall have the right to appeal in writing against a decision of the disciplinary committee within five working days of his or her being advised of the decision; such appeal shall be -

- (a) to the works council of the undertaking, where that works council consists of four members or less;
- (b) where the works council of the undertaking consists of more than four members, to a committee of the works council approved by the works council for the purpose of hearing appeals:

Provided that members of the committee are not the same persons who are appointed in terms of section 3(1);

- (c) where there is no works council in an undertaking, or where the composition of the works council is identical to that of the disciplinary committee, to the council's Code of conduct Committee; and such appeal shall be considered within twenty working days of its receipt.

(3) An aggrieved party shall have the right to appeal in writing to the Code of Conduct Committee against a decision of the works council or committee thereof or of a local joint committee within five working days of his or her receipt of that decision, and such appeal shall be considered within twenty working days of its receipt.

(4) An aggrieved party shall have the right to appeal in writing to the Labour Court against a decision of a Code of conduct committee within seven working days of his or her being advised of the code of conduct committee's decision.

Procedure for redress of grievances (See Attached grievance form)

8. (1) An employee(s) shall have the right, without prejudice to his or her employment or fear of discrimination or victimization, to seek for redress in respect of any grievance.

(2) A discontented employee must first discuss the grievance with the immediate senior and with the workers committee representatives, and shall, for that purpose, complete the grievance form determined or approved by the council and the supervisor shall –

- (a) arrange for a hearing of the grievance as soon as is reasonably possible;
- (b) allow the employee to be represented by a fellow worker or representative of his or her choice;
- (c) identify the grievance and the surrounding circumstances;
- (d) offer counseling where necessary with a view of arriving at an equitable settlement;
- (e) use his or her best endeavor to resolve the matter within three working days.

(3) If the grievance is not resolved satisfactorily, the employee may submit his or her case to the Departmental head who shall accord a hearing to all those concerned, including representation by the workers committee and shall endeavour to resolve the matter within three working days.

(4) If the employee is still dissatisfied, he or she may submit the grievance to the works council whose decision shall be final at the enterprise level. The works council shall give a decision within three days of receipt of the grievance.

(5) If the employee is still dissatisfied, he or she may appeal to the Code of Conduct Appeals Committee, were it is a dispute of interest, and or to the Designated Agent if it is the dispute of right. The Code of Conduct Appeals Committee shall determine the matter within fourteen working days, and the Designated Agent shall hear the matter within seven working days.

(6) Any worker involved in the grievance hearing, including the complainant, shall not suffer loss of wages for time spent in the hearing.

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Record of proceedings

9. A written record or summary shall be kept of all proceedings and decisions taken in terms of this Code, which record or summary shall be made at the time such proceedings and decisions are taken, and shall be kept for a period of not less than 3 years.

Time limits

10. Any proceedings commenced in terms of this Code shall be determined in the first instance within 14 days of their commencement.

Suspension

11.(1) In the case of all offences, the alleged offender may be suspended from duty with or without pay and benefits for a period not exceeding fourteen (14) working days if one's continued presence is likely to hinder or obstruct investigations.

(2) Should investigations show that the alleged offender has a case to answer; hearing proceedings shall be conducted in terms of this Code.

(3) If a dismissal penalty is to be effected for an employee who was on suspension, the effective date of dismissal shall be the initial date of suspension.

(4) Should investigations show that the employee has no case to answer; the suspension will be lifted with effect from the date of suspension without loss of pay and benefits.

Hearings by designated Agents

11A. Designated Agents shall hear in terms of the Labour Act all unfair labour practices not resolved at company level in terms of section 8(5) of this code or section 101(6) of the labour act.

Revision

12. This code may be amended from time to time, by agreement between the parties, and subject to the provisions of Statutory Instrument 379 of 1990, as amended, in order to cater for changed circumstances, or additional or novel acts of conduct.

SCHEDULE

OFFENCES AND THEIR CATEGORISATION

In this table, the following abbreviations are used –

VW	-	is a verbal warning
WW	-	is a written warning
LWW	-	is a last written warning
Dism	-	is dismissal

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<i>Misconduct</i>	<i>First</i>	<i>Second</i>	<i>Third</i>	<i>Fourth</i>
	<i>offence</i>	<i>offence</i>	<i>offence</i>	<i>offence</i>
A. ABSENTEEISM				
(a) unauthorised absence from work premises during working hours without a valid excuse;	VW	WW	LWW	Dism.
(b) unauthorised absence from work premises for 2 working days without a valid excuse;	VW	WW	LWW	Dism.
(c) unauthorised absence from work for 3 or 4 working days without a valid excuse;	WW	LWW	Dism	
(d) unauthorised absence from work for 5 or more working days without a valid excuse.	Dism			

B. SUB-STANDARD PERFORMANCE

(1) Poor time-keeping and related offences -				
(a) reporting late for work without explanation or valid excuse;	VW	WW	LWW	Dism
(b) leaving work early without permission or valid excuse	VW	WW	LWW	Dism
(c) extended or unauthorised breaks during normal working hours	VW	WW	LWW	Dism
(2) Misuse of company property –				
(a) Minor (b) Serious (c) Major	Dism	WW	LWW LWW	Dism Dism
(3) Willful loss/damage of company property			LWW	Dism
(4) Unsatisfactory work performance/ (a) lack of care and attention	VW	WW	LWW	Dism.
(b) negligence: failure to exercise proper care and regard in the discharging of one's duty to the extent that tasks have to be repeated or equipment or persons are at risk of damage or injury;	VW	WW	LWW	Dism.

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(c) failure to carry out work to the required standards without reasonable care;	VW	LWW	Dism.	
(d) refusal to obey a lawful order or instruction given by the employer/ immediate supervisor.	Dism.			
(5) Lack of skill – Lack of skill which the employee expressly holds himself or herself out to possess.	Dism.			
C. INDISCIPLINE, VIOLENCE AND OTHER RELATED OFFENCES				
(1) Indiscipline –				
(a) violating safety rules or measures, such as failure to wear protective clothing;	VW	LWW	Dism.	
(b) sleeping during normal working hours;	LWW	Dism.		
(c) being under the influence of alcohol or drugs which render him or her incapable of performing his or her duty during working hours;	Dism.			
(d) Clocking another employee' time card	LWW	Dism.		
(2) Violence and other related offences –				
(a) threatening violence: threatening to do physical injury to any other person at the workplace;	LWW	Dism.		
(b) violence towards any other person at the workplace;	Dism.			
(c) sexual harassment;	LWW	Dism.		
(d) using abusive, offensive or insulting language;	LWW	Dism.		
(e) Riotous behaviour	LWW	Dism.		

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D. DISHONESTY, THEFT, FRAUD AND OTHER RELATED MATTERS				
(a) giving or receiving or attempting to give or take any benefit to perform a corrupt act;	LWW	Dism.		
(b) falsifying or changing any company document with fraudulent intent;	Dism.			
(c) unlawful taking of property with the intention of permanently depriving the company of the property;	Dism.			
(d) applying to a wrong use or for any unauthorised purpose, any funds, assets or property belonging to the company.	Dism.			
E. Any act of conduct or omission inconsistent with the fulfillment of the express or implied conditions of his or her contract.	Dism.			

Note—

- (a) Where demotion is the penalty for the first offence, an alternative penalty may be imposed in accordance with section 6.
- (b) Behaviour not specifically mentioned in this code will be dealt with in the spirit of the code.
- (c) Alternative Penalty – see clause 6 of the Code.

ANNEXURE E

Gratuity

1. Notwithstanding the date of signature or publication hereof, this agreement shall be deemed to have come into operation on 13th September, 2016.

Parties hereby agreed in principal that gratuity rates are as follows:

<i>Length of service in years</i>	<i>Percentage of monthly wage on Termination of employment</i>
3	12
4	13
5	14
6	15
7	16
8	17

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<i>Length of service in years</i>	<i>Percentage of monthly wage on Termination of employment</i>
9	18
10	19
11	20
12	21
13	22
14	23
15	24
16	25
17	26
18	27
19	28
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21	30
22	31
23	32
24	33
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42	51
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47	56
48	57
49	58
50	59

SUPPLEMENT II

<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
ARTISAN'S AIDES			
Artisan's Aide	EV/3/9	To carry artisan's tools and perform minor tasks as instructed.	A2
Blacksmith's Assistant	EV/3/74	To maintain a fire in a forge furnace and assist a blacksmith or forge hand performing a variety of activities.	A2
Computer Design Artist Assistant	EV/3/180	To cut designs, letter and logs with the aid of the computer.	B2
Electrical Assistant	EV/3/111	To assist electrician and carry out minor repairs under supervision.	B2
Laboratory Aide	EV/3/178	To prepare samples for testing and to perform basic analytical routine tests.	B3
ASSEMBLER/DISASSEMBLER			
Assembler (components	EV/3/97	To carry out repetitive assembly supplied) work on a variety of items.	A2
Breaker Mechanism/Oil Switches Disassembler/Assembler/Repairer	EV/3/70	To disassemble/assemble/repair breaker mechanisms and oil switches.	B2

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
Doors or Windows Assembler aluminium	EV/3/69	To assemble pre-cut and machined (aluminium) doors and windows.	A2
Electric Motor Dismantler/Assembler	EV/3/28	To dismantle and/or assemble electric motors before and after repairs.	A2
Fabricator Assembler	EV/3/72	To fabricate and assemble a variety of items.	B2
Fan Assembler (forced draught)	EV/3/148	To assemble from components forced draught fans and induced draught systems for boilers and heating apparatus.	B1
Fluorescent Sign Assembler and Tester	EV/3/130	To assemble and test Electrical illuminated fluorescent signs.	B1
Hydraulic/Pneumatic Systems Dismantler/Assembler	EV/3/29	To dismantle/assemble hydraulic/pneumatic systems as required.	B1
Line Tap Leading Assembler (under and over 2000 kVA)	EV/3/110	To assemble and connect the electrical leads to the completed core and coil assembly.	B2
Motor Vehicle Dismantler/Assembler	EV/3/138	To dismantle/assemble motor vehicles.	B3
Pipe Layer/Pump Assembler	EV/3/99	To lay coupled pipes and replace pumps.	A2
Radiator Core Assembler	EV/3/77	To assemble radiator cores.	A2
Transformer Disassembler/Assembler	EV/3/78	To dismantle and assemble all types of transformers.	B2
Water Meter Assembler/Tester	EV/3/135	To disassemble, clean, assemble and test water meters.	A3
ASSEMBLER/REPAIRER Assembler/Repairer	EV/3/155	To assemble and repair items	A3

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
Lawnmowers (electric or petrol type) Assembler/ Repairer	EV/3/98	To remove and assemble electric/ petrol motor lawnmower and repair mower section (cylindrical or rotary).	B1
Tractors, Assembler, Serviceman and Repairman	EV/3/95	To undertake assembly of kit and field service of tractors.	B3
Water pump Repairer	EV/3/129	To dismantle, repair, assemble and Test water pumps, and test water meters.	B1
BOILER TUBES			
Insertor (boiler tubes)	EV/3/122	To install tubes into a boiler supervision.	A3
BILLET CASTING			
Billet Casting Setter/ Operator	EV/3/149	To set and operate a billet casting machine.	B1
BUTCHERY EQUIPMENT			
Butchery Equipment Service Repairperson	EV/3/139	To service, repair and adjust butchery equipment and weighing Machines.	B2
BUYER			
Buyer	EV/3/145	To procure material and components as required.	B2
CABLE EXTRUSIONS			
Extruder Cable Setter/ Operator	EV/3/93	To extrude PVC/Polythene insulation, bedding and sheathing on cables.	B2
CARVER			
Carver, Figurines	EV/3/141	To carve figurines from solidified plaster of Paris.	A3
CHAINS			
Chain Inspector	EV/3/92	To carry out inspection of manufactured lengths of chain and to replace damaged links under supervision.	A3

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
CLERICAL AND ADMINISTRATION			
Accounts Clerk	EV/3/87	To facilitate the capture of data by computer bureau and check resultant printouts.	B1
Buyer	EV/3/145	To procure material and components as required.	B2
Costing Clerk	EV/3/146	To calculate costs involved in The manufacture/repair of a variety of components/ items and maintain related records.	B3
Data Capture Clerk	EV/3/140	To facilitate the processing of documents by computer and recapture information as required.	B1
Debtors/Creditors	EV/3/89	To check creditors/debtors statements/invoices, prepare balance and reconcile journals, receive payments and prepare cheques for pay creditors.	B3
Kardex Clerk	EV/3/35	To operate a Kardex system.	A2
Messenger	EV/3/43	To carry out delivery and /or collection of mail, parcels, messages and operate office equipment.	A2
Personnel Clerk	EV/3/163	To prepare, update and maintain all personnel records.	B1
Production Clerk	EV/3/8	To assist in the collection, delivery and maintenance of production information in an organisation.	B2
\Production Planner	EV/3/165	To co-ordinate production.	B3
Purchasing Clerk	EV/3/166	To order adequate supplies of raw materials and machine spares to stores.	B3

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
Pushbench Clerk	EV3/117	To record the lengths of tubes and breaks etc. in the pushbench operations.	A2
Receptionist/Typist/ Telephonist	EV/3/66	To operate a telephone, type correspondence, receive and direct callers or visitors accordingly.	B1
Receptionist/Typist/ Switchboard Operator	EV/3/67	To operate a switchboard, type correspondence and direct callers or visitors accordingly.	B2
Records Clerk	EV/3/86	To prepare, update and maintain a variety of records/documents from given information.	A2
Sales Clerk	EV/3/88	To prepare and maintain all sales records and documents.	B1
Wages Clerk	EV/3/38	To prepare and pay wages for weekly and/or monthly paid workers.	B2
COIL WINDING			
Coil Winding Machine Operator	EV/3/60	To operate manual or electric coil winding machine.	A2
Coil Winder (continuous disc/ layer type).	EV/3/152	To operate manual or electric type coils.	C1
Coil Winder (layer type)	EV/3/173	To wind layer type coils.	B3
COMPUTER DESIGN			
Artist Assistant	EV/3/180	To cut designs, letter and logs with the aid of a computer.	B2
COOKING			
Caterer	EV/3/17	To cook and prepare all of meals.	B1

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
Cook	EV/3/14	To cook and prepare traditional meals.	A3
CRANES/HOISTS			
Crane Driver (mobile)	EV/3/40	To operate a mobile crane fitted with a boom and to load and upload materials.	B1
Crane Operator (overhead cab)	EV/3/50	To operate a crane from overhead cab and move to specified locations.	B1
Hoist Operator (pendant controlled)	EV/3/36	To operate a pendant hoist.	A2
DISPATCHING			
Dispatcher	EV/3/69	To operate up orders and check the loading of items for incoming and outgoing vehicles.	B1
DOOR AND WINDOW FRAMES			
Door or Window (aluminium) Assembler	EV/3/69	To assemble pre-cut and machined aluminium doors and windows.	A2
Installer, Doors and Windows (steel)	EV/3/179	To install pre-assembled steel doors and windows into position on site.	B1
DRAUGHTING			
Draughting Assistant	EV/3/128	To draw plans/drawings from supplied information.	B2
DRILLING			
Drilling Machine Operator	EV/3/37	To drill holes on specified components using a variety of Drilling machines.	A2
DRIVING AND ANCILARY			
Crane Drive (mobile)	EV/3/40	To operate a mobile crane fitted with a boom and to load and upload materials.	B1
Fork Lift Driver	EV/3/34	To drive a for lift.	B1

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
Front End Loader/ Bulldozer Driver	EV/3/15	To load or off-load materials or to level ground using a front end loader or bulldozer.	B1
Locomotive Driver	EV/3/12	To drive a locomotive, moving railway wagons to required positions within a private siding.	B1
Motor Cycle Driver	EV/3/16	To carry out general delivery and collection duties on a motor scooter, motor tricycle or motor cycle with or without a towing attachment.	B1
Motor Vehicle Driver (heavy goods or omnibus)	EV/3/11	To drive a heavy goods motor vehicle or omnibus in excess of 2 300 kilograms for the purpose of delivering/collecting goods or conveying passengers.	B2
Motor Vehicle Driver (light)	EV/3/10	To drive a light motor vehicle in excess of 2 300 kilograms net mass.	B1
Shunter	EV/3/13	To guide and direct by hand signals a locomotive driver during shunting operations and to connect/disconnect railway wagons.	A2
Tractor Driver	EV/3/47	To drive a tractor and trailer As and when required.	B1
DYNAMIC BALANCING			
Dynamic Balancing Machine Operator balancing machine.	EV/3/133	To operate a dynamic	B2
ELECTRICAL APPLIANCES			
Electrical Appliances Service/Repairman	EV/3/84	To service and repair all electrical appliances.	B3

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
ELECTRIC MOTORS			
Electric Motor Dismantler/Assembler	EV/3/28	To dismantle and/or assemble electric motors before and after repairs.	A2
Electric Motor Repairer		To repair electric motors.	B2
Electronic Vehicle Monitoring System Technician	EV/3/158	To install/maintain an electronic system into heavy vehicles.	B3
ENAMEL			
Duster (Enamel)	EV/3/112	To enamel a variety of items.	A2
FABRICATION			
Fabricator Assembler	EV/3/72	To fabricate and assemble a variety of items.	B2
Perspex Letter Fabricator	EV/3/164	to lay out, trace, mark, mould and fabricate Perspex letters.	B2
FANCY GOODS			
Repairer Fancy Goods (silver/brass/copper) Ornamental domestic items	EV/3/127	To repair silver/brass/copper	A3
FIRST AID			
First Aid Attendant	EV/3/54	To provide first aid facilities to all persons injured at work and treat minor ailments.	B1
FLUORESCENT SIGNS			
Fluorescent Sign Electrical Assembler and Tester	EV/3/130	To assemble and test illuminated fluorescent signs.	B1
FORCED DRAUGHT FAN			
Fan Assembler (forced draught)	EV/3/148	To assemble from components forced draught fans and induced draught systems for boilers and heating apparatus.	B1

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
FORGING/BLACK SMITHING			
Blacksmith's Assistant	EV/3/74	To maintain a fire in a forge furnace and assist a blacksmith or forge hand in performing a variety of activities.	A2
Forge Hammer Operator	EV/3/74	To operate a power hammer during the forging of a variety of items.	A2
Forge Hand	EV/3/75	To forge a variety of components/items to required shapes and sizes.	B4
Spring Maker	EV/3/147	To make and assemble springs.	A3
Tong Handler (billet furnace)	EV/3/119	To carry hot billets by means of tongs and deposit them into press pot.	A2
Vehicle Spring Bender	EV/3/131	To bend and assemble vehicle springs.	A2
FUEL			
Fuel Pump Attendant	EV/3/120	To issue fuel to company vehicles.	A2
FURNACES			
Furnace/Boiler Operator (coke/coal/wood)	EV/3/32	To control and tend a coke/ coal/wood fired furnace/ boiler ensuring maintenance of correct temperature.	A2
Furnace/Ladle Reliner or Brick Worker	EV/3/6	To reline a variety of furnaces and/or ladies.	A2
Furnace Operator (electric and induction)	EV/3/106	To operate an electric and induction furnace.	A3
Furnace Operator (oil or coal tar)	EV/3/68	To light and maintain fire in an oil or coal tar furnace.	A3

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
GARDENING			
Gardener	EV/3/49	To tend garden at works, surrounds and sports fields.	A2
GAS COOKING APPLIANCES			
Gas Cooker Repairer	EV/3/159	To fault find and carry out necessary repairs to gas appliances.	B1
GAS CUTTING			
Gas Cutting Machine Operator (freehand)	EV/3/19	To cut given materials to required lengths, shapes or Sizes using gas cutting torch.	B1
Profile Gas Cutting Machine Operator	EV/3/56	To operate a gas profile cutting machine.	A2
Solderer, Flame, Welder, Brazier	EV/3/48	To solder, flame-weld, and/ or braze components using soldering iron, gas and oxy-acetylene or oxy-liquid petroleum gas torch.	A3
GAS PRODUCTION PLANT			
Gas production Plant Operator	EV/3/153	To operate a gas production plant.	B4
GATE GUARD			
Guard (gate)	EV/3/79	To guard the gate and Undertake checking duties.	A2
GENERAL MANUAL WORKER			
General Manual Work	EV/3/33	To carry out general manual work as instructed.	A1
GLASS BLOWING			
Blender Glass Tubing for neon signs (glass blowing)	EV/3/156	To blow and bend glass tubing to shapes for neon signs.	B4

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
GRINDING			
Grinder	EV/3/7	To operate various types of grinding machines (excluding surface and cylindrical) during the cleaning or smoothing of a variety of components.	A2
Tool and Cutter Grinding Machine Operator	EV/3/170	To operate a multi-purpose tool and cutter grinding machine.	B3
GUILLOTINES			
Guillotine Setter Operator	EV/3/57	To set and operate a power guillotine.	B1
HANDYMAN			
Handyman (carpenter)	EV/3/124	To fabricate, repair and assemble timber components/items.	B2
HYDRAULIC/PNEUMATIC SYSTEMS			
Hydraulic/Pneumatic Systems/Assembler	EV/3/29	To dismantle/assemble hydraulic/pneumatic systems as required.	B1
INDUSTRIAL DIAMONDS			
Industrial Diamond Placer	EV/3/136	To place industrial diamonds in moulds.	A2
Industrial Diamond Salvager	EV/3/137	To salvage used industrial diamonds from drill crowns by using acid solution.	A3
KEY CUTTING			
Key Cutter and Lock Repairer	EV/3/154	To cut keys and replace locks.	B1
Locksmithing/Machine Setter	EV/3/175	To set up capstan turret lathe/milling machine for repetitive work, repairs and services security equipment.	C1
LABORATORY			
Laboratory Aide	EV/3/178	To prepare samples for testing and to perform basic analytical routine tests.	B3

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
Laboratory Assistant	EV/3/132	To provide chemical analysis of a variety of raw materials and/or finished products.	C1
LACQUER/PAPER LAMINATING/PRINTING MACHINE			
Setter/Operator, Lacquer Paper Laminating/Printing Machine	EV/3/168	To apply lacquer and adhesive to foil and laminating paper and material using glue or plastics and polythene, coating gravier and stereo printing.	B3
LATHES			
Cam Lathe Setter/Operator	EV/3/81	To set and operate a cam lathe.	B2
Capstan Turret Lathe Operator	EV/3/172	To operate a capstan turret lathe.	B1
Capstan Turret Lathe Setter/Operator turret lathe.	EV/3/82	To set and operate a capstan	B2
Lathe Centre Setter/Operator	EV/3/96	To set and perform a variety of operations on a centre lathe with no pre-settings.	B3
Lathe Operator (pre-set)	EV/3/20	To perform repetitive operations (e.g. facing, centering, boring, turning) on a pre-set lathe following a prescribed sequence.	A3
Lathe Setter/Operator (computerized)	EV/3/80	To set and operate a computerized lathe during the making of a variety of components.	B1
LAUNDRY			
Laundry Attendant	EV/3/134	To run the company laundry as instructed.	A2

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
LAWNMOWERS			
Assembler/Repairer Lawnmowers (electric or petrol type)	EV/3/98	To remove and assemble electric/petrol motor lawnmower and repair mower section (cylindrical or rotary).	B1
LAYOUT ARTIST			
Layout Artist (to final finish)	EV/3/123	To convert ideas into art works to final finish to enable sales personnel to secure orders with this valid aid.	B3
LINE TAP LEADING			
Line Tap Leading Assembler (under and Over 2000 kVA)	EV/3/110	To assemble and connect the electrical leads to the completed core and coil assembly.	B2
LOCOMOTIVES AND SHUNTING			
Locomotive Driver	EV/3/12	To drive a locomotive, moving railway wagons to required positions within a private siding.	B1
Shunter	EV/3/13	To guide and direct by hand signals a locomotive drive during shunting operations.	A2
MAINTENANCE (ELECTRICAL)			
Electrical service/ Maintenance man	EV/3/157	To check, repair and maintain electrical components/connections on a variety of machines and perform related installation work.	C1

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
MAINTENANCE (MECHANICAL)			
Mechanical Service/ Maintenance man	EV/3/102	To check, repair and maintain mechanical aspects of a variety of machines/equipment and tools.	C1
MILLING MACHINES			
Milling Machine Operator	EV/3/21	To perform repetitive operations on a pre-set milling machine.	A2
Milling Machine Setter/Operator	EV/3/83	To set and operate a milling machine.	B1
MOTOR VEHICLE			
Electronic Vehicle Monitoring System Technician	EV/3/158	To install/maintain an electronic system into heavy vehicles.	B3
Motor Vehicle Dismantler/Assembler	EV/3/138	To dismantle/assemble motor vehicles.	B3
Vehicle Spring Bender	EV/3/131	To bend and assemble vehicle springs.	A2
MOULDING AND CASTING			
Casting Sand Controller	EV/3/5	To prepare casting sand mixing/treatment details (figures) through experiments and tests to monitor the quality of moulds.	C1
Counter Pressure Die Casting Machine Operator	EV/3/174	To produce aluminium casting using experiments and tests to monitor the quality of moulds.	B1
Moulder (hand)	EV/3/30	To produce casting moulds using moulding sands and other materials.	A2
Pattern Changer	EV/3/103	To fit/change pattern on moulding machines and perform related tasks.	A3

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
NON-DESTRUCTIVE TESTING			
Non-Destructive Tester	EV/3/160	To test welding on pressurized boilers and pressure vessels.	B4
NON-FERROUS ETCHING			
Etcher, Non-Ferrous Metal	EV/3/142	To carry out etching and colour enamelling on non-ferrous articles as instructed.	A2
Painter (non-ferrous etching)	EV/3/61	To fill in etched portions of non-ferrous material with paint and effect bronze finish.	A2
OIL SWITCHES/ BREAKER MECHANISMS			
Breaker Mechanism/ Oil Switches Disassemble/ Assembler/Repairer	EV/3/70	To disassemble/assemble/ repair breaker mechanisms and oil switches.	B2
OPERATORS			
Bar Charger Operator	EV/3/105	To operate the push bar charger.	A2
Capstan Turret Lathe Operator	EV/3/172	To operate a capstan turret lathe.	B1
Coil Winding	EV/3/60	To operate manual or electric coil winding machine.	A2
Counter Pressure Die Casting Machine Operator	EV/3/174	To produce aluminium casting using a pressure die casting machine.	B1
Drilling Machine Operator	EV/3/37	To drill holes on specified components using a variety of drilling machines.	A2
Dynamic Balancing Machine Operator	EV/3/133	To operate a dynamic balancing machine.	B2
Forge Hammer Operator	EV/3/73	To operate a power hammer during the forging of a variety of items.	A2

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
Furnace/Boiler Operator (coke/coal/wood)	EV/3/32	To control and tend a coke/ coal/wood fired furnace/ boiler ensuring maintenance of correct temperature.	A2
Furnace Operator (electric and induction)	EV/3/106	To operate an electric and induction furnace.	A3
Furnace Operator (oil or coal tar)	EV/3/68	To light and maintain fire in an oil or coal tar furnace.	A3
Machine Operator (freehand)	EV/3/19	To cut given materials to required lengths, shapes or sizes using gas cutting torch.	B1
Gas Production Plant Operator	EV/3/153	To operate a gas production plant.	B4
Hoist Operator (pendant controlled)	EV/3/36	To operate a pendant hoist.	A2
Lathe Operate (pre-set)	EV/3/20	To perform repetitive operations (e.g. facing, centering, boring, turning) on a pre-set lathe following a prescribed sequence.	A3
Machine Operator (automatic)	EV/3/45	To operate a pre-set automatic machine.	A2
Milling Machine Operator	EV/3/21	To perform repetitive operations on a pre-set automatic machine.	A2
Mill Pulpit Operator	EV/3/113	To control the motor speeds of the rolling mill.	B2
Power Saw Operator	EV/3/65	To cut material to given lengths using a power saw.	A2
Pre-stressed Concrete Machine Operator	EV/3/64	To operate a pre-stressed concrete (P.S.C.) wire making machine.	A3
Profile Gas Cutting Machine Operator	EV/3/56	To operate a gas profile cutting machine.	A2

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
Push bench Operator	EV/3/118	To operate controls which push the blooms through the Ring bed and to keep a record of breaks and stoppages.	A3
Sewing Machine Operator	EV/3/169	To operate a sewing machine	A2
Shaping Machine Operator (pre-set)	EV/3/18	To shape specified components/ materials to pre-determined sizes using a shaping machine where the tool, speed, stroke, final depth, cut and feed have been set.	A2
Spining Machine Operator	EV/3/176	To form sheets into a variety of shapes by using moulds on a spinning machine.	B1
Spot or Butt Welding Machine Operator	EV/3/41	To operate a spot welding machine or pre-set projection spot welding machine	A2
Straightening Machine Operator	EV/3/58	To straighten tubes, coil steel and steel bars using a straightening machine.	A2
Tool and Cutter Grinding Machine Operator	EV/3/170	To operate a multi-purpose tool cutter grinding machine	B3
Wire Drawing Machine Operator machine.	EV/3/63	To operate a wire drawing machine.	A3
PAINTING			
Etcher, Non-Ferrous Metal	EV/3/142	To carry out etching and colour enamelling on non-ferrous articles as instructed.	A2
Layout Artist (to final finish)	EV/3/123	To convert ideas into art works to final finish to enable sales personnel to secure orders with this valid aid.	B3

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
Painter (brush and roller)	EV/3/22	To prepare and paint surfaces using brush or roller	A2
Painter (non-ferrous etching)	EV/3/61	To fill in etched portions of non-ferrous material with paint and effect bronze finish	A2
Spray Painter	EV/3/31	To spray manufactured articles and repaired items.	A2
Spray Painter (automotive finish)	EV/3/94	To produce an automotive type finish coat on manufactured articles and vehicles, using conventional air pressure spraying equipment.	B2
Stencil Cutting and Painting Metal Signs, Stencil Cutter/Silk Screener.	EV/3/62	To screen print designs.	A3
PANTOGRAPH MACHINES			
Pantograph Machine Setter/Operator	EV/3/61	To set and operate a pantograph engraving machines	B4
PATTERN CUTTING			
Pattern Cutter (cotton and PVC)	EV/3/162	To cut the PVC and cotton materials according to given precut patterns and glue them together.	A2
PERSONNEL			
Personnel Clerk	EV/3/163	To prepare, update and Maintain all personnel records	B1
PERSPEX LETTER FABRICATION			
Perspex Letter Fabricator	EV/3/164	To lay out, trace, mark, mould and fabricate Perspex Letters.	B2

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
PIPE LAYING/PUMP ASSEMBLING			
Pipe Layer/Pump Assembler	EV/3/99	To lay and couple pipes and replace pumps.	A2
PIPE – SPINNING			
Machine Setter/operate (pipe-spinning)	EV/3/101	To set and Operate a pipe spinning machine during the production of a variety of pipes.	B1
POLISHING			
Polisher	EV/3/44	To polish/grind components using buffing/grinding machines and compounds.	A3
Polisher (dies)	EV/3/114	To profile and polish new tapered and used dies using a wooden pin and diamond paste.	A2
POWERLINES			
Powerlines Securer	EV/3/143	To secure overhead powerlines to masts.	A2
POWER SAWS			
Power Saw Operator	EV/3/65	To cut material to given lengths using a power saw.	A2
PRESSES			
Press Setter Operator	EV/3/59	To set up and operate a press machine to produce a variety of components in accordance with instructions received.	A2
PRODUCTION PLANNING			
Production Planner	EV/3/165	To co-ordinate production.	B3
PURCHASING			
Purchasing Clerk	EV/3/166	To order adequate supplies of raw material and machine spares to stores.	
PUSH BENCH			
Operator Bar Charger	EV/3/105	To operate the push charger.	A2

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
Headout Attendant	EV/3/115	To ensure that all tubes enter the rolls in correct position/ alignment and that all rolls are tight before commencement of each cycle.	A1
Clerk (pushbench)	EV/3/117	To record the lengths of tubes and breaks etc. in the pushbench operations.	A2
Operator (pushbench)	EV/3/118	To operate controls which push the blooms through the ring bed and keep a record of breaks and stoppages.	A3
QUALITY CONTROL			
Casting Sand Controller	EV/3/5	To prepare casting sand mixing/ treatment details (figures) through experiments and tests to monitor quality of moulds.	C1
Chain Inspector	EV/3/92	To carry out inspection of manufactured lengths of chain and to replace damaged links under supervision	A3
Quality Checker	EV/3/109	To examine raw materials and/ or finished components during and after assembly.	A3
Quality Controller	EV/3/107	To control the quality of raw materials to be used in the manufacture of a variety of components and products thereafter.	B4
Quality Inspector	EV/3/76	To ensure correct material is used in the manufacture of a variety of products/ items and ensure that they conform to established or required standards.	B3

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
RADIATORS			
Radiator Core Assembler	EV/3/77	To assemble radiator cores.	A2
RECEPTION			
Receptionist/Typist/Telephonist	EV/3/66	To operate a telephone, type correspondence, receive and direct callers accordingly.	B1
Receptionist/Typist/Switchboard Operator	EV/3/67	To operate a switchboard, type correspondence and direct callers accordingly.	B2
REFRIGERATION			
Refrigerator Door Assembler	EV/3/3	To install doors to refrigerators.	A2
Refrigeration Evaporator Cabinet Assembler	EV/3/2	To fit evaporators and freezer door frames into refrigerator cabinets.	A2
Refrigeration Unit Assembler	EV/3/1	To fit compressor and ancillary components in refrigerator casing.	B1
ROLLING MILLS			
Mill Pulpit Operator	EV/3/113	To control the motor speeds of the rolling mill.	B2
Rolling Machine Setter/Operator	EV/3/71	To set and operate a sheet rolling mill.	B1
SALES REPRESENTATIVE			
Sales Representative (internal)	EV/3/144	To sell company products.	B2
SAW SHARPENING			
Saw Sharpener, Setter and Retoother	EV/3/23	To set, sharpen and retoothe saw.	A2
SETTER/OPERATORS			
Automatic/Manual Machine Setter	EV/3/125	To set variety of automatic/manual machines.	B2
Billet Casting Setter/Operator	EV/3/149	To set and operate a billet casting machine.	B1

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
Cam Lathe Setter/ Operator	EV/3/81	To set and operate a cam lathe.	B2
Capstan Turret Lathe Setter/Operator	EV/3/82	To set and operate a capstan turret lathe.	B2
Extruder Cable Setter/ Operator	EV/3/93	To extrude PVC/Polythene insulation, bedding and sheathing on cables.	B2
Guillotine Setter/ Operator	EV/3/57	To set and operate a power guillotine.	B1
Setter/Operator/ Lacquer Paper, Laminating/Printing.	EV/3/168	To apply lacquer and adhesive to foil and laminating paper and Machine material using glue or plastic and polythene, coating gravier and sterioprinting.	B3
Lathe Centre Setter/ Operator	EV/3/96	To set and perform a variety of operations on a centre lathe with no pre-settings.	B3
Lathe Setter/Operator (computerized)	EV/3/80	To set and operate a computerized lathe during the making of a variety of components.	B1
Locksmithing/Machine Setter	EV/3/175	To set up a capstan turret lathe/milling machine or repetitive work repairs and services security equipment.	C1
Machine Setter /Operator (pipe spinning)	EV/3/101	To set and operate a pipe spinning machine during the production of a variety of pipes.	B1
Machine Setter /Operator (wire rope making)	EV/3/104	To set and operate a wire rope making machine.	B1
Milling Machine Setter/ Operator	EV/3/83	To set and operate a milling machine.	B1
Pantograph Machine Setter Operator	EV/4/161	To set and operate a pantograph engraving machine.	B4

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
Press Setter Operator	EV/3/59	To set up and operate a press machine to produce a variety of components in accordance with instructions received.	A2
Rolling Machine Setter/ Operator	EV/3/71	To set and operate a sheet metal rolling mill.	B1
Saw Sharpener, Setter and Retooler	EV/3/23	To set, sharpen and retool saws.	A2
Slitting Machine Setter/ Operator	EV/3/27	To set and operate a slitting machine.	B1
Wax Press Machine Setter/Operator	EV/3/151	To manufacture wax patterns.	B1
SEWING MACHINES			
Sewing Machine Operator	EV/3/169	To operate a sewing machine.	A2
SHAPING MACHINES			
Shaping Machine Operator (pre-set)	EV/3/18	To shape specified components/materials to predetermined sizes using a shaping machine where the tools, speed, stroke, final depth, cut and feed have been set.	A2
SLITTING MACHINES			
Slitting Machine Setter/Operator	EV/3/27	To set and operate a slitting machine.	B1
SPRAY PAINTING			
Spray Painter	EV/3/31	To spray manufactured articles and repaired items.	A2
Spraypainter (automotive finish)	EV/3/94	To produce an automotive type finish on manufactured articles and vehicles, using conventional air pressure spraying equipment.	B2
SPRINGS			
Spring Maker	EV/3/147	To make and assemble springs.	A3

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
STEAM LOCOMOTIVES			
Refurbisher (steam locomotives)	EV/3/150	To refurbish steam locomotives.	C1
STORES/WAREHOUSES			
Picker, Packer, Checker, Stores Clerk	EV/3/42	To pick, pack and check items received and dispatched from a store.	A2
Storeman/ Warehouseman	EV/3/55	To supervise and undertake stores/ warehouse duties.	B1
STENCIL CUTTING			
Stencil Cutting and Painting Metal Signs, Stencil Cutting/ Silk Screener	EV/3/62	To screen print designs.	A3
STRAIGHTENING MACHINES			
Straightening Machine Operator	EV/3/58	To straighten tubes,coil steel and steel bars using a straightening machine.	A2
Straightener, Light Metals	EV/3/177	To straighten light metals.	A2
STRUCTURAL STEEL			
Structural Steel Erector	EV/3/90	To assemble and erect prefabricated steel and fit/ replace gutters.	A2
Installer, Doors and Windows	EV/3/179	To install pre-assembled steel doors and windows into Position on site.	B1
Marker (Fabrication)	EV/3/91	To pop mark material ready for punching as indicated or using templates.	A3
SUPERVISING			
Supervisor, A Band	EV/3/51	To supervise A band	B1

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
Personnel and Processes personnel and processes.			
Supervisor, B1 and A Band Personnel and Processes	EV/3/52	To supervise B1 and A Band B3 personnel and processes.	B3
Supervisor, B3, B2 and B1 and A Band Personnel and processes.	EV/3/53	To supervise B3,B2, B1 and B4 A Band personnel and processes.	B4
Galvanizing Supervisor	EV/3/116	To supervise the operation of galvanizing line.	B1
TANKS (DIPPING)			
Tank Attendant (treatment)	EV/3/46	To treat items/materials in acid, dip galvanizing, electroplating bath tanks, as instructed.	A2
TRACK PRESS			
Track Press Repairer	EV/3/126	To disassemble/assemble and repair undercarriage components for bulldozers.	B1
TOOL AND CUTTER GRINDING MACHINE			
Tool and Cutter Grinding Machine Operator	EV/3/170	To operate a multi-purpose tool and cutter grinding Machine.	B3
TUCK SHOP			
Tuckshop Attendant	EV/3/121	To run the company tuckshop as instructed.	A3
UPHOLSTERING			
Upholsterer	EV/3/171	To cut and cover with material components (excluding machining)	A2
WATER METERS			
Water Meter Assembler/Tester	EV/3/135	To disassemble, clean, assemble and test water meters.	B1

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
WATER PUMPS			
Water Pump Repairer	EV/3/129	To dismantle, repair, assemble and test water pumps.	B1
WAX TREE			
Wax Press Machine Setter/ Operator	EV/3/151	To manufacture wax patterns.	B1
WELDING			
Solderer, Flame Welder, Brazier	EV/3/48	To solder, flame weld an/or braze components using soldering iron and oxy-acetylene or oxy-liquid petroleum gas torch.	A3
Spot or Butt Welding Machine Operator	EV/3/41	To operate a spot welding machine or pre-set projection spot welding machine.	A2
Tack Welder (electric arc)	EV/3/39	To undertake manual electric tack arc-welding in predetermined sequence with supplied electrodes.	A2
Welder – All Positions	EV/3/26	To weld downland, horizontal, vertical and overhead positions continuous single runs using carbon dioxide/argon/ electric arc welding plant.	B3
Welder – Downhand and Horizontal Continuous Runs	EV/3/24	To weld downhand and horizontal continuous single runs using carbon dioxide/argon/electric arc welding plant.	B1
Welder-Downhand, Horizontal and Vertical Continuous Runs	EV/3/25	To weld downhand, horizontal and vertical continuous runs using carbon dioxide/argon/ electric arc welding plant.	B2

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<i>Job title</i>	<i>Ref.No.</i>	<i>Key objectives</i>	<i>Grade</i>
WIRE DRAWING			
Pre-stressed Concrete Wire Machine Operator	EV/3/64	To operate a pre-stressed concrete (P.S.C.) wire making machine.	A3
Wire Drawing Machine Operator	EV/3/63	To operate a wire drawing machine.	A3
WIREMAN			
Wireman, Electrical (industrial)	EV/3/100	To install tubing, wiring and effect connections to mains supply.	B3
Wireman (vehicle)	EV/3/108	To carry out wiring installations to light and heavy duty vehicles and trailers.	B3
WIRE ROPE MAKING			
Machine Setter/ Operator (wire rope making)	EV/3/104	To set and operate a wire rope making machine.	B1

Declaration

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 signatures thereto.

Signed at Harare this 31st day of January, 2021.

MR. F. C. DUBE,
Chairman of Council.

MR B. MUNATSI,
President, E.I.S.A.Z.

MR T. C. NYAMATORE,
General Secretary of Council.

MR.R. MOYO,
President, N.E.W.U.

MR. M.KANDA,
President P.E.M.T.A.W.U.Z,

MR.Z. MHERE,
President G.E.M.I.S.A.W.U.Z,

*Supplement to the Zimbabwean Government Gazette dated the 3rd June, 2022.
Printed by the Government Printer, Harare.*