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GOVERNMENT GAZETTE

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GAZETTE NOTICE NO. 127 OF 2019

[848134

Industrial and Labour Relations Act
Section 71 (1) (a) and (b)

Joint Industrial Council Collective Agreement
(As Amended 1st January 2018)

between

The Association of Building and Civil Engineering Contractors (ABCEC)

and the

National Union of Building, Engineering and General Workers (NUBEGW)

for the Period

Effective 1st January 2018 to 31st December, 2019

1. PERIOD AND SCOPE:

1.1. This Agreement is entered into by and between the Association of Building and Civil Engineering Contractors (hereinafter called the "Association") and the National Union of Building Engineering and General Workers (hereinafter called the Union) whereas both parties agree that the document accurately reflects consensus reached during the course of negotiations and agree to abide by the terms and conditions of this Agreement.

1.2. The provisions of the Agreement shall apply to all members of the Joint Industrial Council and shall not apply to any support staff employed by the employer that are not members of the union.

1.3. This Agreement commences with effect from the 1st day of January, 2018 and the contents herein shall have effect from the date aforesaid

1.4. The Parties hereto further agree that all benefits under the previous Agreement have been settled in full by the employer in compliance with the provisions therein.

2. DEFINITIONS:

2.1. "Building Industry" and/or "Industry" and or "Building and Allied trades" and or "Contractors involved in the Mining Industry" shall be deemed to cover the industry in which employers and employees are associated for the purpose of erecting, completing, air conditioning which requires structural adjustments or alterations, or additions, renovating, repairing, maintaining, or altering buildings or structures and/or the making and/or the manufacturing of articles for the use in erection, completion or alteration of buildings and structures, whether the work is performed, the materials are prepared, or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following activities or subdivisions therefore:"

- 2.1.1. "Air-conditioning which requires structural adjustments or alterations and additions and which include installations having for their purpose the delivery, extraction or conditioning of air for any purpose in any building or structure;"
- 2.1.2. "Asbestos/cement/and/or any substitute material which includes the fixing of roof covering whether of tiles, corrugated or flat sheeting, wall coverings, floor and wall tiling, pre-cast products, whether or not the fixing in the building or structure is done by the person making or preparing the article used;"
- 2.1.3. "Asphalting, which includes asphalting floors, roofs, water proofing foundations, basements or walls, laying method or other compositions and rubber flooring;"
- 2.1.4. "Bricklaying, which includes concreting and fixing of the concrete blocks, tiling of walls and floors, pointing, laying mosaic work, facing work in slate, in marble and in composition, drain laying, slating and roof tiling, asphalting, whether or not the fixing in the building or structure is done by the person making or preparing the article used;"
- 2.1.5. "Electrical installation, which includes electrical fitting and wiring and operations incidental thereto;"
- 2.1.6. "French polishing, which includes polishing with a brush or pad and spraying with any composition;"

- 2.1.7. "Joinery, which includes the manufacture of all articles of joinery, whether or not the fixing in the building or structure is done by the person making or preparing the articles used;"
- 2.1.8. "Lift installation, which includes the manufacture of lift cars or cages and the erection and/or maintenance of lifts;"
- 2.1.9. "Light making, lead and other metals, which includes the manufacture and/or fixing of lights, display signs and glazing relating thereto;"
- 2.1.10. "Masonry, which includes stone cutting and building (also the cutting of ornamental and monumental stone work); concreting, and the fixing or building of pre-cast or artificial stone or marble paving, mosaic work, pointing, wall and floor tiling, operating of stone working machinery and sharpening masons' tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;"
- 2.1.11. "Metal work, which includes the fixing of steel ceiling, metal windows, metal doors, builders' smith work, the fixing of drawn metal work, and sheet and extruded metal, whether or not the fixing in the building or structure is done by person making or preparing the article used;"
- 2.1.12. "Painting, which includes decorating paper hanging, glazing, (which includes bedding back, puttying and insertion of glass), distempering, lime or colour-washing, staining, graining and marbling and spraying and plastic texture work, stippler work, knotting and sign-writing;"
- 2.1.13. "Plastering, which includes modelling, granolithic and composition flooring, pre-cast or artificial stone work, wall and floor tiling, paving and mosaic work, making and fixing fibrous plaster and plaster board, asphaltting, whether or not the fixing in the building or structure is done by the person making or preparing the article used;"
- 2.1.14. "Plumbing, which includes lead burning, gas fitting, sanitary and domestic engineering, drain laying caulking, ventilating, heating, hot and cold water fitting, including the fixing and water fitting of electric geysers, fire installation and the manufacture and fitting of all sheet metal work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;"
- 2.1.15. "Shop, office and bank fittings, which include the manufacture and/or fixing of shop fronts, window enclosures, show cases, counters, screen and interior fittings and fixtures, whether manufactured in wood or metal;"
- 2.1.16. "Steel reinforcing, which includes the fixing of all classes of steel and other metal columns, girders, steel joints, or metal in any form which form part of a building structure provided that the total weight of such material shall not exceed two tons in any one building or structure;"
- 2.1.17. "Wood working, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with metal, block and other flooring, including wood and cork and sand papering of same, roof tiling, asphaltting, whether or not the fixing in the building or structure is done by the person making or preparing the article used."
- 2.2. "Civil Engineering Industry" means without in any way limiting the ordinary meaning of the expression the industry in which employers and employees are associated for any or all of the following purposes:
 - 2.2.1. "Construction of docks, harbour works, piers, quays, sea defences, wharves, aqueducts, bridges, cable ducts, viaducts, aerodromes, road bunkers, bins, cooling towers, silos, water towers, dams, irrigation works, pipelines, reservoirs, river woks, filter beds, sewerage works, sewers, railways, tunnels, caissons and mine shaft collars;"
 - 2.2.2. "Civil engineering work in connection with thermal and hydroelectric schemes; cement grouting operations and pile driving; any other work of a similar nature, including excavations and foundation works involving problems of a civil engineering character."
- 2.3. "Clerk" means an employee wholly or mainly engaged in writing and or typing and/or any other form of clerical or office work, including time-keeping."
- 2.4. "Continuous Period of Service" "means a period of service during which an employee has worked continuously for the same employer without absenting himself save with lawful excuse or permission.
- 2.5. "Employee" means any person employed under a contract of service in the Industry.
- 2.6. "Employer" means any person, or any firm, corporation, company, partnership, co-operative society or body of persons who or which employs any person to work under a contract of service, either oral or written, in the Building and Civil Engineering Industry."
- 2.7. "Month" shall mean a continuous period of 195 normal working hours. Made up of a maximum of 45 hours per week Monday – Saturday, with a maximum of up to 9 hours per day."
- 2.8. "Joint Council" and/or "Council" means the Joint Council for the Building and Civil Engineering Industry.
- 2.9. "Semi-skilled worker" means any person employed as a charge hand (Captain or workmen) or operative (person using or operating any of the power driven plant referred to under Operatives Class IV),"
- 2.10. "Skilled worker" means any person (other than a workman) employed in the Industry who is engaged in any one or more of the following trades and who holds the appropriate Trades Test Certificate issued by the council Bricklaying and/or plastering, carpentry, joinery, plumbing, sheet metal working, drain laying, electrical wiring, painting, glazing, driving and structural welding, bar bending and reinforcement fixing, concrete float, surface finishing, plant repair and maintenance, scaffolding, shutter fixing, structural steel work, timbering."

- 2.11. "Watchman" means a person engaged to watch over any property in or on any building, yard site or other place."
- 2.12. "Workman" means any person engaged in any work in the Industry, which requires no particular training or skill."
- 2.13. "Working week" means six working days (which shall include Public Holidays for which the employee is in terms of this Agreement credited with one normal working day) in any seven consecutive days.

3. ALTERATIONS OR AMENDMENTS:

- 3.1. The party requesting a review of the Agreement shall do so in writing and stipulate the proposed changes and indicate a proposed date, time and venue for the meeting.
- 3.2. Provided that always salaries and wages shall be reviewed on an annual basis.

4. DISPUTES:

- 4.1. Any dispute regarding the interpretation application or administration of any provision of this Agreement may be handled as provided by the law on the settlement of Collective disputes or any dispute procedure, which may be agreed upon by the parties

5. WAGES SALARIES AND ALLOWANCES:

- 5.1. The Parties agree that the minimum basic rate of wages paid to any person employed in the Industry shall be in accordance with this Agreement. Provided that nothing in this Agreement shall prevent the Union and individual employers from negotiating basic rates of pay and conditions of service in respect of specialised items of equipment not recorded in this Agreement.
- 5.2. The Parties have agreed that the basic rate of payment shall be per hour unless it is expressly stated otherwise. The parties have further agreed that the hourly rate of payment for each class of employee and each other such class that is paid a monthly basic salary shall be as set out in the first schedule of this Agreement and as amended from time to time when necessary.

6. CLASSIFICATION OF WORKERS:

6.1. *Watchman/Security Guard*

- 6.1.1. The Parties hereby agree that the hours of attendance of work by this class of employee shall be at the demand of the employer during hours outside the normal working hours of the employer,
- 6.1.2. Provided that a Watchman/Security Guard working more than four shifts in any calendar week consisting of seven consecutive days shall be paid overtime at the rate of ordinary full pay plus half of ordinary full pay plus half of ordinary full pay per shift for shifts worked.
- 6.1.3. Provided also that in the case of a Watchman/Security Guard who is absent from work through illness and who produces a valid medical certificate, or, in the case of a Watchman/Security Guard who is absent from work with the permission of his employer, the shifts which such Watchman/Security Guard would normally have worked during the calendar week or calendar weeks when he was absent from work, shall be included in the time worked when calculating overtime.
- 6.1.4. All Shifts worked by a Watchman/Security Guard on a paid public holiday as defined in Section 5 of the Collective Agreement for the Industry shall be paid for those shifts worked on a paid public holiday. A shift in the case of a Watchman/Security Guard shall be of fourteen continuous hour's duration.

6.2. *Semi Skilled Workers:*

- 6.2.1. The Parties have agreed that Semi Skilled workers shall include any person employed as a charge hand or operator person operating a mechanical device such as a concrete mixer, hoist, cook and lorry mate and such person shall be paid in accordance with the rate as set out in the first schedule for semi skilled workers.
- 6.2.2. The Parties have agreed that any person over the age of 21 years engaged in trade as defined by the term skilled worker and employed under supervision for the purpose of becoming skilled in that trade shall be classified a learner and paid in accordance with the relevant rate as set out in the first schedule.
- 6.2.3. Provided that no person shall be employed as a learner with one employer after completing twelve calendar month's continuous service.

6.3. *Licensed Driver:*

- 6.3.1. The parties have agreed that consideration be given to the responsibility of the job when paying wages in excess of the minimum rate.

6.4. *Skilled Worker, Class III:*

- 6.4.1. The Parties have agreed that any person who has successfully taken a Grade I Trade Test approved by the Joint Council and who is in possession of either a Class III Trade Test Certificate issued by the Council or an Interim Certificate issued by a Technical College or a Trades Training Institute recognised by the Joint Council shall be classified a Skilled Worker and paid in accordance with this Agreement and as set out in the First Schedule.
- 6.4.2. It has been further agreed that this class shall include a Painter/Glazier a Bricklayer/Plasterer a Sign-writer a Woodworking machinist a Carpenter and Joiner Cabinet maker an Electrical Wireman a Plumber, a Sheet-metal worker a Plant Mechanic and a Metal Fabricator/Boilermaker who has successfully taken a Grade I Trade Test as approved by the Council or such other Class III Trade Test as set out in this provision.

6.5. *Skilled Worker, Class II:*

- 6.5.1. The Parties have agreed that any person who has successfully taken a Grade II Trade Test approved by the Joint Council and who is in possession of either a Class II Trade Test Certificate issued by the Council or a full Craft Certificate issued by a Technical College or a Trades Training Institute recognised by the Joint Council or an Interim Certificate holder with satisfactory practical experience shall be classified as a Class II worker and paid in accordance with such rate as set out in the first schedule. It has been further agreed by the parties that this class shall include the following a Painter/Glazier a Bricklayer/Plasterer a Sign-writer a Woodworking machinist a Plumber, a Sheet-metal worker a Carpenter and Joiner Cabinet maker an Electrical Wireman a Plant Mechanic and a Metal Fabricator/Boilermaker who has successfully taken a Grade II Trade Test as approved by the Council or such other Class II Trade Test as set out in this provision.

6.6. *Skilled Worker Class I:*

- 6.6.1. The Parties have agreed that any person who has successfully taken a Grade III Trade Test approved by the Joint Council and who is in possession of either a Class I Trade Test Certificate issued by the Council or a full Craft Certificate issued by the Council or a full Craft Certificate with satisfactory practical experience shall be classified as a class I Skilled Worker and shall include a Painter/Glazier a Bricklayer/Plasterer a Sign-writer a Woodworking machinist a Plumber, a Sheet-metal worker a Carpenter and Joiner a Cabinet maker an Electrical Wireman a Plant Mechanic and Metal Fabricator/Boilermaker.

6.7. *Security Officer/Policeman:*

- 6.7.1. The parties have agreed that this includes any person who has undergone formal training in police work and such person shall be paid a wage as set out in the first Schedule.

6.8. *Operatives Class IV:*

- 6.8.1. The Parties have agreed that this shall include any semiskilled workman using or operating any or all of the such power driven plant equipment that shall include Compressors Crushers Dumpers up to and including 1m³ capacity Mixers Power-driven tools Rollers including up to and including 2T and Winches other than piling winches.

6.9. *Operatives Class III:*

- 6.9.1. The Parties have agreed that this shall include any semiskilled workman using or operating any or all of such power driven plant equipment that shall include Cranes Derricks Dumpers over 1m³. Capacity Lorries Mechanical Spreaders Rollers over 2T small tractors and attachment up to approx 38kW piling Winches and Excavators of up to approx 38kW.

6.10. *Operatives Class II:*

- 6.10.1. The Parties have agreed that this class shall any person who operates Dumpers (Euclid or similar) Earthmoving tractors and attachments Graders Excavators and Loading Shovels in excess of 38kW and up to 1m³. Capacity Trenchers.

6.11. *Operatives Class I:*

- 6.11.1. The Parties have agreed that this class shall include any person employed to operate Excavators and Loaders Shovels in excess of 1m³ capacity and an operator of major mechanical plant designated by his employer and who when a Trade Test and Trade Test Certificate are approved by the Joint Council, has passed such test and is in possession of the appropriate Trade Test Certificate.

6.12. *Operatives Class II Grade A:*

- 6.12.1. The Parties have agreed that this class shall include any person who operates Shovels more than 3.2m, Cranes more than 20 tonne and Loaders more than 4m.

6.13. *Operatives Class II Grade B:*

- 6.13.1. The Parties have agreed that this class shall include any person operating Bulldozers/Pushers of more than 110kW Scrapers of more than 18m. or 30T Dumpers more than 18m. or 30T Graders Loaders of more than 1.8m Cranes of more than 10T Blast-hole drills of more than 100mm. Diameter Shovels of less than 3.6m Water-cart of more than 30T and Compactors of more than 20T.

6.14. *Operatives Class II Grade C:*

- 6.14.1. The Parties have agreed that this Class shall include any person operating a Bulldozer of less than 110kW Scrapers of less than 18m or 30T Dumpers of less than 18m. or 30T Loaders of more than 1.8M Cranes of more than 5T Water-carts of more than 9,000ltr Wagon drills of 10mm. Diameter or less License Blaster Drivers (general purpose vehicle) Pump-man (Static installation) Learner Blaster Artisan helper Tally checker-spotters Greasers Banks-man Workman Provided that there shall be no difference in the wages of open pit workers working on the surface or in the open pit.

6.15. *Underground Workers:*

- 6.15.1. The Parties have agreed that that this class of employees shall include the Section Boss, Ganger, Assistant Ganger, Artisan, Grouting Operator, Crew Boss I, Crew Boss II, Loader Driver, Loco Driver, Hoist Driver, Machine-man, Spanner-man, Artisan Loading hand, Banks-man, Lashers, Stage-Hand, Grouting-helper, Artisan helper, Change-house man, Bank helper, Batching plant helper, Sanitation, Messenger, Cleaner.

6.16. *Support Staff on Monthly Salary:*

- 6.16.1. The Parties to this Agreement have further agreed that the following staff shall be on a monthly salary as set out in the Second Schedule hereto a book-keeper with the ability to take book up to trial balance, Secretarial-Shorthand/Typist with the ability of 80 words per minute typing, Audio typist with the ability of 35 Words per minute typing, Copy Typist with the ability of 34 words per minute typing, Accounts Clerk with the ability to meet the requirements of the job, Ledger Clerk with the ability to meet the requirements of the job.

- 6.16.2. The Parties have further agreed that there shall be different classes of clerical staff and the salary for each such shall be as set out in the Second Schedule.
- 6.16.3. The Parties have further agreed that Class I General Clerks shall include Site Clerks, Timekeepers, Stores Clerks, Sales Clerks, and Wages Clerks (with the ability to meet the requirements of the job).
- 6.16.4. The Parties have further agreed that Class II General Clerks shall include a Receptionist Telephone operator and Filing Clerks with the ability to meet the requirements of the job.
- 6.16.5. The Parties have further agreed that the clinical staff as set out in this provision shall be paid a monthly salary as set out in the second schedule and shall include Nurses, Clinical Assistants, Zambia Enrolled Nurses (ZEN), Registered Nurses.
- 6.16.6. Provided that always no person covered by this Agreement already receiving a wage or salary in excess of such wage or salary laid down in this amendment shall suffer any reduction of wage salary or conditions enjoyed by such person prior to the signing of this amendment.

7. SHIFT WORK:

7.1. Where work is carried out at night by separate gang or gangs of men from those working during normal day time hours men so working shall be paid at the rate of ordinary full pay plus a shift differential calculated on a rate of 15 Percent of such employees basic hourly rate of pay.

7.2. Provided that always the shift differential shall be deemed to be conditional payment and shall not be enhanced when calculating overtime payments. Normal overtime provisions shall apply for hours worked in excess of forty-five (45) per week.

7.3. The Parties to this Agreement further reaffirm that the long standing custom in the industry that irregular hours have on occasion to be worked and therefore the shift differential shall be paid only when the gang or gangs in question have worked these irregular hours for a continuous period of six months provided that always no retrospective payments shall be made.

8. OVERTIME AND HOURS OF WORK:

8.1. The normal hours of work for a working week shall not exceed forty-five (45) hours provided that always an employee shall not be required to work continuously for more than five and half-hours without a break of not less than thirty minutes. The time of such break shall be at the discretion and fixed by the employer provided that alterations in the time set for such break do not take place unless thirty days notice has been given to the employees. The Employer shall notify the employees of the time of such break by means of a notice displayed in a conspicuous place at the place of work.

8.2. Where an employee has worked for more than forty-five hours in any working week the hours worked in excess of forty-five shall be paid at the rate of ordinary full pay for that time plus half of ordinary full pay for that time provided that in the case of an employee who is absent from work through illness and who produces a valid medical certificate or in the case of an employee who is absent from work with the permission of his employer the hours which such employee would normally have worked during the shift or shifts when he was absent from work shall be included in the time worked when calculating overtime, provided that further when the normal working week as fixed by the management as provided in the above paragraph shall apply to all hours worked in excess of such normal working week.

8.3. Where the hours worked by the employee in any one day extend past midnight into the following day then the hours worked past midnight shall be paid at the basic rate of ordinary full pay for that time plus ordinary full pay for that time.

8.4. All hours worked on a Sunday or on Christmas or New Year's Days shall be paid at the basic rate of ordinary full pay for that time plus ordinary full pay for that time in addition to the pay due to the employee in terms of the second schedule of this Agreement.

8.5. Provided that always the provisions of these paragraphs shall not apply in the case of a watchman. The hours to be paid as overtime shall be determined at the conclusion of each working week.

9. PUBLIC HOLIDAYS:

9.1. The Parties have further agreed that paid Public Holidays will be granted as Gazetted and presently includes such public holidays as set out in the Fourth Schedule of this Agreement. Payment in respect of the said holidays as set out in the Fourth Schedule shall be made at the current basic rate of the employee concerned on condition that the employee is available for work for his employer on the next preceding working day and on the next following working day.

9.2. The following is a list of Paid Public Holidays:

- 9.2.1. New Year's Day
- 9.2.2. International Women's Day
- 9.2.3. Youth day
- 9.2.4. Good Friday
- 9.2.5. Holy Saturday
- 9.2.6. Easter Monday
- 9.2.7. Labour Day
- 9.2.8. Africa Freedom Day
- 9.2.9. Heroes Day
- 9.2.10. Unity Day
- 9.2.11. Farmers Day
- 9.2.12. Day of National Prayer
- 9.2.13. Independence Day
- 9.2.14. Christmas Day

10. ANNUAL CLOSE DOWN:

10.1. The Parties have agreed that there shall be an Annual Close Down period of all work places that are governed by this Agreement and the period of such close down shall be for 14 (Fourteen) consecutive days and as set out by the Joint Industrial Council in Clause 10.4

10.2. Any employee, (other than a Watchman/Security guard or employees working on operations involving continuous production within the mining sector) working during the Annual Close down shall be paid at the rate of ordinary full basic rate of pay for the time worked plus an additional ordinary full basic rate of pay for that time so worked during the Annual Close Down period.

10.3. The worker shall be granted as early as possible thereafter a period of leave equal to the period which he has so worked.

10.4. Close down Dates

10.4.1. Saturday 22nd December 2018 to Sunday 6th January 2019

10.4.2. Saturday 21st December 2019 to Sunday 5th January 2020

11. ANNUAL LEAVE:

11.1. Accumulation: Every employee shall be entitled to two days at paid leave for each full month worked calculated on the basic rate of pay. Provided that any employee may take leave proportionate to the amount of leave accumulated during the first six months of service. And further provided that always the employee shall take leave during the Annual Close Down period as provided in Clause 11 above.

11.2. Scheduling and Granting of Leave: The scheduling and granting of annual leave that falls out of the Annual Closedown period is at management's discretion. As far as possible and subject to operational requirement an employee's request for annual leave is to be scheduled at a time convenient to the employer. The employer shall have the right to give reasonable consideration to the necessity and interests of the business of the employer in agreeing to the dates when such leave may be taken

11.3. Commutation of Leave There shall be no commutation of leave except upon termination of service.

11.4. Employment While on Leave: No employee shall take up other employment while on leave.

11.5. Notice of Termination While On Leave: An employee may give notice of termination while on Leave but services shall be terminated on the last day of the prescribed notice period of Thirty (30) days.

12. SICK LEAVE:

12.1. Sick Leave entitlement is calculated over a thirty-six (36) month cycle, the first cycle commencing with the first day of employment. A maximum of ninety (90) days paid sick leave can be taken during such cycle subject to the provisions of this section, only when supported by a bona fide medical certificate.

12.2. Thereafter such Leave shall be on half pay provided that if an employee continues to be on sick leave at half pay for more than ninety (90) days the employer may discharge the employee on recommendation of a registered medical practitioner whereupon his entitlement to sick leave shall cease.

13. MEDICAL RETIREMENT:

13.1. If in management's opinion an employee's use of sick leave is excessive the employer retains the right to obtain a medical opinion on the employee's ability to fulfil his employment obligations and or to initiate ill health retirement by seeking a recommendation by a Medical Board set up by the Minister of Health, regardless of the number of days left in the employees sick leave cycle. An employee proceeding on medical retirement will be entitled to benefits as determined by the Joint Council.

14. PAID MATERNITY LEAVE:

14.1. All female employees who have completed twenty-four (24) months of continuous service shall be entitled to ninety(90)days paid maternity leave exclusive of any other leave due to such female employee. In cases of illness arising out of pregnancy that results in a female employee being temporarily incapable of performing her official duties such employee shall be entitled to sick leave in accordance with the provisions of Clause 14 of this agreement.

15. COMPASSIONATE LEAVE:

15.1. In the event of the death of a member of an employee's biologically related and registered family member namely mother, father, sister, brother, son, daughter, or spouse up to a total (maximum) of seven (7) paid working days compassionate leave shall be granted in any calendar year.

15.2. Compassionate leave shall not be granted until the employee so affected has submitted documentary proof of the occasion justifying the award of such leave to the employer. Provided that always the granting of such leave as aforesaid shall not affect such terminal benefits/gratuity and leave pay that are or may be due to an employee.

16. DECEASED EMPLOYEES BENEFITS:

16.1. The Employers party to this agreement have agreed that a standard coffin or the cost of such coffin shall be provided on the death of an employee, registered spouse or child under the age of 18 years and such child is unemployed;

16.1.1. On the death of an employee, the employer will give assistance in providing transport to and from the cemetery. In the event that the employer is unable to provide such transport a sum of K1,400.00 will be granted by the employer.

16.1.2. On the death of an employee's immediate family i.e. registered spouse or child under the age of 18 years and such child is unemployed K900.00 shall be granted for either the wife or any child.

16.2. The employer shall further grant the sum of K1,400.00 to the family of the deceased employee, K900.00 on the death of the registered spouse of an employee and K900.00 on the death of the registered child of an employee who is under the age of Eighteen (18) years of age and unemployed.

16.3. On the death of a parent or such other relative close to the employee the employer will make a compassionate loan of up to **K1000.00** to assist the employee.

Provided that always the employee shall provide documentary proof of the event. See also **Clause 15— Compassionate Leave.**

16.4. On the death of an employee, the employer will surrender all benefits, leave pay and remuneration, calculated up to the last working day, to the registered spouse.

17. REPATRIATION BENEFITS:

17.1. In the event the service of any employee is terminated by reason of redundancy, the attainment of the retirement age, discharge for medical reasons or by the death of the employee, such employee or his family, as the case may be shall be entitled to be transported by the employer to the employee's place of recruitment or be paid a repatriation allowance by the employer equal to the current cost of travelling by public transport and the most direct route to the employee's place of recruitment:

17.1.1. Such repatriation shall take place only upon the specific request of the employee or his family as the case may be and provided always that such repatriation shall be within three months of the termination of such employment with in the provisions of this clause.

18. OTHER ALLOWANCES:

18.1. Daily Transport Allowance:

The Company shall provide the employee with transport for daily travel to and from the vicinity of the employee's residence to his/her place of work or in lieu of such transport the Company shall pay to the employee the sum of **K25.00per Shift or Day.**

18.2. Medical Scheme:

The parties have agreed that the employer shall contribute fifty percent on a monthly basis towards the Government Medical Scheme to include employee, spouse and up to five registered children under the age of eighteen years and not working.

18.3. Housing Allowance:

The Parties have agreed that the employer shall pay the employee a housing allowance of Thirty percent (30%) of the basic salary of such employees' salary as set out in the first and second schedule of this Agreement.

18.4. Tool Allowance:

Any skilled worker who is engaged in an occupation requiring the use of hand tools shall be paid in consideration for using his own hand tools an allowance of **7.5 per cent** of his basic monthly wage earned over the month. Provided that always the allowance shall be paid only when the skilled worker is in possession of such set of those tools as prescribed by the Joint Council and described in the third schedule hereto as being appropriate to his occupation and when the said set is found to be complete and in good condition on inspection by his employer.

18.5. Lunch Allowance:

The Company shall provide the employee with a lunch allowance of **K20.00 per shift or day.**

19. REGULATIONS GOVERNING THE DEPLOYMENT OF EMPLOYEES AWAY FROM STATION:

19.1. The welfare of the employee shall be governed by the following provisions when such employee is deployed to work out of station.

19.1.1. Where work is to be done away from an employee's normal place of work, the employer shall provide for such employee Company transport, in the event that such transport is not available the employee sent to do such work shall be provided with adequate finances by the employer to pay full transport costs by taxi or bus to and from such other place of work.

19.1.2. In the event of the employee not returning to his usual domicile the same day whilst in transit travelling between jobs then in addition to transport being provided the employer will pay to the employee a night allowance of One Hundred and Fifty **K150.00** for each night spent whilst travelling in transit.

19.1.3. When such employee is required by the employer to take on a job, which is away from his usual domicile, adequate temporary waterproof hygienic accommodation shall be provided for by the employer. In addition the employee shall be paid **K170.00** per month or proportion thereof for the days of the month while living on the job.

19.1.4. If for any reason the employer is not able to provide accommodation in accordance with section (19.1.3) above, then the employer shall instead pay the employee **K160.00** per night for each night spent away from his normal domicile.

19.1.5. For the purposes of section((19.1.3) and (19.1.4)) above 'days' and 'nights' shall include Saturdays, Sundays and Public Holidays, regardless of whether the employee actually works these days

19.1.6. In addition to section (19.1.3) above and when applicable any employee required by his employer to take on a job which is away from his usual domicile, then such an employee shall also receive an initial one off settling in allowance of **K250.00.**

20. PROTECTIVE CLOTHING AND MAINTENANCE OF SAFETY:

20.1. Every employee who is required to work in direct contact with mass concrete or other similar work likely to be injurious to his feet shall be supplied by his employer with gumboots and gloves.

20.2. Every employee who is required to load or unload any vehicle during the rainy season, or who is otherwise obliged to work in the rain without shelter, shall be supplied by his employer with a raincoat.

20.3. Every employee shall be provided with suitable protective clothing by his employer when the nature of his work so requires and in accordance with the Factories Act.

20.4. Permanent staff will be supplied twice per year with overalls or dustcoats and once per year with safety boots or shoes. These will be provided free of charge but will remain the property of the employer and be handed back to the employer on receipt of new protective clothing or on termination of employment.

20.5. The employer will keep a stock of protective headgear for use by its employees on a daily draw basis.

20.6. In the event of loss or damage of protective clothing so provided by the employer due to the negligence of an employee the employee shall be required to pay for the replacement or repair of such clothing or any other safety item provided by employer to the employee.

21. LAY OFF:

21.1. *Due to Bad Weather*

An employee reporting for work at the regular reporting time and being told by his employer that it is impossible to work because of the inclement weather, shall be entitled to four hours' pay for that day. If an employee is stopped by his employer from working because of bad weather, then the employee shall be entitled to be paid for the hours worked on that day and one additional hours' pay for that day, provided that the total is not less than four hours.

21.2. *Due to Lack of Material*

An employee reporting for work at the regular reporting time without being notified to do otherwise shall be entitled to a normal working day's pay. Lay-Offs due to lack of supply of material or other contractual delay deemed not to be the responsibility of the employer shall not extend beyond forty-five working days. On the forty-sixth day the employee shall be given work or made redundant and redundancy clause applied.

21.3. *Notice*

Of such lay-off shall be given to the employee on the day preceding the lay-off either by means of a notice displayed on the site or verbally by the employer or by a person nominated by the employer.

22. ACCIDENTS:

22.1. The employee shall refrain from any action/practice, which might endanger his safety and the safety of others at working places. Moreover the employee shall comply with and make use of such safety devices that may be provided by the employer at places of work.

22.2. Every employer shall undertake to provide a safe working environment for the employee. The parties to this agreement have a joint responsibility for the maintenance of safety standards

22.3. All accidents occurring at the employees working place involving injury, whether minor or serious must be reported immediately by the employee to the Union representative and to the employee's immediate supervisor who shall report to Management which in turn shall report to the Workmen's Compensation Commission

23. MEDICAL REGULATIONS:

23.1. Employees shall submit to any medical examination, which the Company may require at any time.

23.2. If a male' employee absents himself for even one day on account of sickness he will be regarded as being absent unless he has obtained a certificate from a doctor or medical authority recognised by the Government to issue such certificate.

23.3. A Female Employee shall be entitled to ONE DAY absence per month without having to produce a medical certificate.

24. REDUNDANCY:

24.1. The service of an employee shall be deemed to have been terminated by reason of redundancy if the termination is wholly or in part due to

24.2. The employer ceasing or intending to cease to carry on the business by virtue of which the employee was engaged or

24.3. The business ceasing or reducing the requirement for the employee to carry out work of a particular kind in the place where the employee was engaged and the business remains a viable going concern.

24.4. *Prevention of Redundancy:*

24.4.1. The Management will inform the union at least three (3) months prior to initiating any redundancies, in order that the parties may consult on ways of preventing such redundancies through the consideration of the following options:

24.4.2. The cessation of recruitment of new employees within affected grades

24.4.3. Transfer of such potentially redundant employee or employees to other positions within the work place for which such potentially redundant employee is qualified

24.4.4. Reduction of overtime as much as practically possible and practical.

24.4.5. Where possible and practical the employer may provide appropriate onsite training that could qualify such potentially redundant employee for an alternative position.

24.5. *Rules of Application:*

24.5.1. When the consultation between the employer and Union fail to result in any avoidance of redundancy the following will apply

24.5.2. The employer shall submit a list of names and positions of such employees and the dates on which redundancy notices shall be issued to affected employees;

- 24.5.3. The principal of first in last out shall apply subject to such other criteria such as skill, ability, performance and record shall be taken into account
- 24.5.4. A redundant employee shall retain recall rights for up to six (6) months from the date of being made redundant which will entitle the employee priority consideration should any vacancies occur for which the employee is qualified and suitable.
- 24.5.5. It shall be the responsibility of the redundant employee to keep the company informed of the employee's current postal address for the purpose of receiving a recall notice. In the event that there is no response from such an employee within twenty (20) days of notice being sent to an employee last so registered address the employer is not obliged to delay recruitment for the position.

24.6. *Redundancy Benefits:*

- 24.6.1. As of 1st January 2001 any confirmed employee made redundant will receive one month's notice or pay in lieu of plus a redundancy benefit of thirty two and a half (32.5) hours at the basic rate of payment at time of redundancy for every completed month of service.
- 24.6.2. The parties have further agreed that such amounts accrued by the employee prior to the first day of January, 2001 have been settled in full by the employer under previous agreements and in compliance with the provisions therein under the Terminal/Service Benefit/Gratuity Clause.

25. *SERVICE BENEFITS:*

25.1. The Parties have agreed, that the employer shall pay the employee thirty (30) hours pay for each completed month of service at the hourly rate as set out in the schedule hereinafter as service benefits provided that always such amount shall become payable to the employee by or soon after the 14th January of every year. The Parties have further agreed that such amount shall accrue to the employee for the current period commencing from the 1st day of January 2018 to the 31st December, 2019

25.2. The monthly pay slip shall indicate the amount due for the current month and the amount accrued during the period

26. *RETIREMENT BENEFITS:*

26.1. An employee who has attained the statutory retirement age of fifty-five (55) years shall be notified in writing six (6) months prior to the date of retirement. The retirement benefits due to the employee shall be such as are due to the employee from such employer-employee contributions to NAPSA. It shall be the sole responsibility of the employee to recover such contributions from NAPSA that are due to such employee.

26.2. Retirement benefits shall be such benefits as provided under the NAPSA Scheme the employer contributing fifty per cent of such amount of contribution, as the employee is to contribute to the aforementioned scheme.

26.3. An employee who has served with the employer for not less than ten (10) years shall be entitled to three (3) months basic pay for each year served. In the event that the employee has not served for a period exceeding ten (10) years, then no retirement benefits shall accrue other than those included herein as gratuity payments and as provided for under NAPSA. The parties have further agreed that such amount shall accrue to the employee with effect from 1st January 2001 and that all benefits under the previous Agreement have been settled in full by the employer in compliance with the provisions therein.

27. *TERMINATION OF EMPLOYMENT:*

27.1. Should the employer terminate the employment of an employee for reasons other than redundancy as defined in this Agreement then the employer shall state those reasons, such as misconduct or incompetence.

27.2. The termination shall be subject to the relevant provisions of the Law and in addition, the employer shall make known his intention to the Union before implementing any decision to terminate the services of an employee.

27.3. Nothing in the foregoing shall abrogate the right of an employer to summarily dismiss an employee on grounds recognized by law as justifying instant termination of a contract of employment.

27.4. Notwithstanding the foregoing, the Notice of termination of a confirmed employee shall be thirty (30) calendar days by either party or thirty (30) days' pay in lieu of such notice.

28. *CERTIFICATE OF SERVICE:*

28.1. On the termination of service every employee shall be given a certificate setting out the details of his service and employment as follows:

- 28.1.1. Name of employer.
- 28.1.2. Name of Employee
- 28.1.3. National Registration Card Number.
- 28.1.4. Year of Birth.
- 28.1.5. Trade of employee.
- 28.1.6. Grade in trade of employee.
- 28.1.7. Date of engagement.
- 28.1.8. Date of termination of service.
- 28.1.9. Rate of pay on engagement of service.
- 28.1.10. Rate of pay on termination of service.
- 28.1.11. The employer's account number with the NAPSA.
- 28.1.12. The employee's NAPSA Social Security Number.
- 28.1.13. A statement showing the amount of statutory and supplementary contributions paid by the employer to NAPSA in respect of the employee.
- 28.1.14. Signature of the employer.

29. OCCUPATIONAL HEALTH AND SAFETY GENERAL PROVISIONS

- 29.1. There shall be no lifting of heavy loads that can cause injury to workers.
- 29.2. The Employer shall provide adequate supply of clean drinking water, washing facilities, enough toilets for the employees.
- 29.3. In places of permanent work adequate lockers for storage of personal effects
- 29.4. In every factory/workshop, there shall be an equipped First Aid Box and at least two (2) employees trained as First Aiders.

30. EDUCATION AND TRAINING

- 30.1. The Employer shall provide adequate education and training on the Occupational, Health and Safety issues, HIV and AIDS inclusive
- 30.2. All new and in-experienced workers must be given full information on the dangers and precaution to take when working with machines.

31. OCCUPATIONAL, HEALTH AND SAFETY STRUCTURES

- 31.1. The Company to formulate a Safety Policy.
- 31.2. There shall be established a Health and Safety Committees at the undertaking.

32. PERIOD OF AGREEMENT

- 32.1. This agreement shall become effective from 1st January, 2018 such date as approved by the Minister of Labour and Social Security and shall remain in force for a period of One year up until the 31st December, 2019 unless before the said 31st December, 2019 it is:

32.1.1. Amended at a properly constituted meeting of the Joint Council for the Building and Civil Engineering Industry called in accordance with the provisions of the constitution of the Council.

32.1.2. Terminated or replaced at a properly constituted meeting of the Building and Civil Engineering Industry called in accordance with the provisions of the Constitution of the Council.

SCHEDULE ONE OLD RATES:

NEW RATES EFFECTIVE 1ST JANUARY, 2019

		Old Rate	New Rate			Old Rate	New Rate
Building Trades	unit	ZMW	ZMW	Underground Workers	Unit	ZMW	ZMW
Security Guard/Watchman	Shift	71.02	77.06	Section Leader	HR	7.94	8.61
Workmen	HR	5.00	5.43	Ganger	HR	7.83	8.50
Semi-Skilled Worker/Learner	HR	5.04	5.47	Assistant Ganger	HR	7.37	7.99
Licensed Driver	HR	6.51	7.07	Artisan	HR	7.20	7.82
Skilled Worker-Class III-Painter/ Glazier, Brick-layer/Plaster, Sign writer, Woodworking mach., Plumber, Sheet metal worker, Carpenter, Joiner, Electrical Wireman, Plant Mechanic, Metal fabricator/Boiler Maker, Cabinet Maker				Crew Boss I			
Skilled Worker-Class II-Painter/ Glazier, Bricklayer/Plasterer, Signwriter, Woodworking mach., Plumber, Sheet metal worker	HR	6.51	7.07	Crew Boss II	HR	7.20	7.82
Skilled Worker-Class II-Carpenter/ Joiner, Electrical Wireman, Plant Mechanic, Metal Fabricator/ Boiler Maker, Cabinet Maker.	HR	6.58	7.04	Loader Driver/Loco Driver	HR	6.89	7.25
Skilled Worker-Class I-Painter/Glazier	HR	6.51	7.07	Hoist Driver	HR	7.20	7.82
Skilled Worker-Class I-Bricklayer/ Plasterer, Sign writer, Wood working machinist.	HR	7.08	7.68	Machine-man	HR	6.69	7.25
Skilled Worker-Class I-Plumber, Sheet metal worker, Carpenter/ Joiner, Electrical Wireman, Plant Mechanic, Metal Fabricator/Boiler Maker, Cabinet Maker	HR	7.13	7.73	Spanner Man	HR	6.18	6.70
Security Officer/Police man	HR	5.03	5.46	Artisan Loading Hand/ Banks man	HR	6.29	6.75

Welder/fitter(1 Year exp)	HR	6.63	7.1604	Lasher, Stage Hand, Grouting Helper, Artisan Helper, Change house Man, Bank Helper, Batching Plant Helper, Sanitation, Messenger, Cleaner	HR	5.26	5.71
Welder/fitter (2year exp)	HR	6.58	7.14	CLERICALSTAFF- Wages Paid Monthly	Unit		
Steel-Fixer I	HR	5.08	5.46	Book-keeper	Mth	1,732.88	1,880.18
Steel-Fixer II	HR	6.11	6.68	Secretarial-Shorthand Typist	Mth	1,563.80	1,696.72
Operative Class IV	HR	5.38	5.84	Audio Typist	Mth	1,422.67	1,548.60
Operative Class III	HR	6.51	7.07	Copy Typist	Mth	1,395.98	1,514.63
Operative Class II	HR	6.86	7.04	Accounts Clerk/Ledger Clerk	Mth	1,450.65	1,573.95
Operative Class I	HR	7.66	8.31	General Clerks I	Mth	1,282.81	1,391.85
Open Pit Section Boss	HR	7.18	7.79	General Clerks II	Mth	1,206.53	1,309.09
Open Pit Operative Class II Grade A	HR	6.81	7.39	MEDICALSTAFF	Unit		
Open Pit Operative Class II Grade B	HR	6.24	6.77	Clinical Assistant	Mth	1,612.11	1,749.13
Open Pit Operative Class II Grade C	HR	5.62	6.09	Zambia Enrolled Nurse ZEN	Mth	1,816.80	1,971.23
Licensed Blaster/Driver Gen.				Registered Nurse	Mth	1,994.79	2,164.35
Purpose vehicle,	HR	6.09	6.61				
Pump man-Static Install							
Learner Blaster, Artisan Helper/ Tally Checker-Spotter, Greaser, Banks man	HR	4.67	5.06				
Workman	HR	4.68	5.07				

SECOND SCHEDULE

The Following is the prescribed set of tools herein before referred to. All artisans are expected to have an appropriate tools box.

1. Brick-Layer/Plasterer:

- 1 x Cold Chisel
- 1 x Hammer (2lb)
- 1 x Spirit Level (1m)
- 1 x Building Line
- 1 x Trowel
- 1 x Pointing Trowel
- 1 x Wood Float
- 1 x Brick Layers Square (Flat am Phillips)
- 1 x Tape measure (3m)
- 1x Spirit Level (30cm)

2. Carpenter/Joiner

- 1 x Ratchet Brace
- 1 x Wood chisel set (6mm – 25mm)
- 1 x Claw Hammer
- 1 x Jack Plane (300mm minimum)
- 1 x Hand Saw
- 1 x Tenon Square
- 1 x Screw Driver (30cm and 15cm)
- 1 x Tape Measure (3m)

3. Plant Mechanic

- 1 x Set of Spanners (ring/flat comb. 6-22mm)
- 1 x Shifting Spanner (30cm)
- 1 x Pipe Wrench (45cm)
- 1 x Hammer (ball)
- 1 x Hammer (4lb)
- 1 x Cold Chisel (25cm)
- 1 x Pliers
- 1 x Set of Screw Drivers (Flat & Phillips)
- 1 x Screw Driver

4. Plumbers

- 1 x Pipe wrench (30 and 45cm)
- 1 x Shifting Spanner (30cm)
- 1 x Cold Chisel (25cm)
- 1 x Brick Hammer
- 1 x Pliers
- 1 x File (steel)
- 1 x Hacksaw
- 1 x Rasp file
- 1 x Tape (3m)

5. Electrician

- 1 x Tape Measure (3m)
- 1 x Chasing Hammer 1 x Shifting Spanner (20cm)
- 1 x Pliers (insulated) 1 x Side Cutter (insulated)
- 1 x Hacksaw 1 x Set insulated Screw Driver (Flat and Phillips)
- 1 x Electricians Tester (Multi meter)
- 1 x Electrical mains tester insulated screwdriver

CONTRACT OF SERVICE:

1. *Probation:* The probationary period shall be three (3) calendar months. During which period the terms and conditions of service of the employee shall be as spelt out in the letter of offer of employment. During the probation period, employment may be terminated by either party giving twenty-four (24) hours' notice, or one days pay in lieu thereof.

2. *Confirmed Employees:* Once an employee has satisfactorily completed the probationary period, the employee shall be confirmed in the position. The terms and conditions of service of the confirmed employee shall be governed by the letter of appointment, the provisions of this Collective Agreement and any other relevant employment legislation.

3. *Termination of Employment:* Notice of termination of employment of a confirmed employee shall be thirty (30) calendar days by either party, or thirty (30) days pay in lieu thereof. Termination of an employee's service by the employer shall be in accordance with the such procedures as are agreed by the parties in respect to discipline, incapacity or redundancy

DISCIPLINARY CODE:

The parties have agreed that the offences shall be divided into four categories of offences. In the interest of all parties extenuating or mitigating factors will always be taken into account. It has been further agreed that an individual's entire employment record shall be taken into account.

Category I:

This category shall include such offences as poor time keeping, failure to wear protective clothing, poor work performance and such similar offences. The parties have agreed that this category of offence shall result in a written warning from the employer to the employee which letter shall become a part of the employees' record of employment.

CATEGORY II:

This category shall include such offences as sleeping on duty, failure to follow standing instructions, violations of safety rules and such similar offences. The parties have further agreed that the employer shall give the employee a verbal warning on the first such violation, followed by a written warning for a maximum of two such similar offences thereafter. Failure to comply with such written warning by the employee shall result in the employee moving into the category III of the Disciplinary Code and such employee shall therefore be liable to face such disciplinary action as provided under the aforesaid category.

CATEGORY III:

This category of offence would include drinking on duty, being under the influence of alcohol or habit-forming drugs, desertion. The parties have agreed that this category of offence shall result in immediate suspension for the period of one month without pay and a written warning and subsequent dismissal if any one of the aforesaid offences or such similar offence is repeated by the employee after such written warning from the employer.

Category IV:

This category would include offences that would result in the employer suffering substantial loss or the Laws of Zambia being contravened. This category of offence would include such offences as theft, fraud and corruption and any such similar offences. The corrective action to be taken under this category by the employer would be the dismissal of the said employee.

P. GOLSON,

Secretary to the Joint Council for the Builnsing and Civil Engineering Industry

In witness whereof the parties hereto set their hands on the

For and on behalf of the National Union of Building, Engineering and General Workers

General Secretary—Bryson Nyirenda

Director Education—Patrick Sakala

Deputy Director-OSH—Charles Likezo

For and on behalf of the Association of Building and Civil Engineering Contractors

ABCEC—Executive Members

ABCEC-JIC—Member

ABCEC—Executive Member