



REPUBLIC OF ZAMBIA

# GOVERNMENT GAZETTE

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GAZETTE NOTICE No. 521 OF 2020

[3816680

## **Industrial and Labour Relations Act**

*Section 71 (1) (a) and (b)*

### **Joint Industrial Council Collective Agreement (As Amended 1st January 2020)**

*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 2020 to 31st December 2021**

#### **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 2020 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 Contractual**

2.1.1 Casual employee: means a person employed to perform casual work and whose terms of engagement provide for payment at an hourly rate, including casual loading, payable at the end of each day and is not engaged for a period exceeding 24 hours at a time;

2.1.2 "Employee": means a person who, in return for wages, or commission, enters into a contract of employment and includes a person employed under a contract of Apprenticeship made in accordance with the Apprenticeship Act, but does not include an independent contractor or a person engaged to perform piece work;

2.1.3 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.

2.1.4 Casual Loading: means the additional hourly pay at a rate of twenty-five percent of an hourly rate

2.1.5 Casual work means work that—

(a) is not permanent in nature; or

(b) is capable of being carried out in a period of less than six months.

2.1.6 Contract of employment: means an agreement establishing an employment relationship between an employer and an employee, whether express or implied, and if express, whether oral or in writing.

2.1.7 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 for the duration of the Contract.

- 2.1.8 Month: shall mean a continuous period of 207 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.
- 2.1.9 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.
- 2.1.10 Flexibilisation: means an employment practice characterized by different aspects of human resource management, such as—
- (a) Pay flexibility, which is focused on performance related pay and pay bargaining;
  - (b) Contractual flexibility, which includes non-permanent contracts of service, sub-contracting and Outsourcing;
  - (c) Task flexibility, which allows employees to perform various activities; and
  - (d) Working hours flexibility, which focuses on part-time working, job sharing and flexi hours of work
- 2.1.11 Dependant: means a Spouse, children below age 18 years, parents for employee and parents of employee's spouse, other persons in care of employee registered with employer in writing minimum 3 months in advance prior to benefits claimed

## 2.2 Contracts:

- 2.2.1 Long-term contract: means a contract of service for:
- (a) a period exceeding twelve months, renewable for a further term; or
  - (b) the performance of a specific task or project to be undertaken over a specified period of time, and whose termination is fixed in advance by both parties;
- 2.2.2 Full-time: means employment under a contract of employment that requires work to be done for the maximum hours per week, not exceeding a total of 45 hours, stipulated by an employer
- 2.2.3 Part-time: means employment under a contract of employment that stipulates fewer working hours per week than those stipulated for full-time by an employer;
- 2.2.4 Permanent contract: means a contract of employment, if not terminated in accordance with the employment act 2019, expires on the employee's attainment of the retirement age specified under a written law;
- 2.2.5 Piece work: means any work the pay for which is estimated by the amount of work performed irrespective of the time occupied in its performance;
- 2.2.6 Probationary: a contract for a probationary period not exceeding 3 months.
- 2.2.7 Learner-ship/apprenticeship: means any person employed under a contract of apprenticeship

## 3 REGISTERED UNDER SECTION TWELVE OR FOURTEEN OF THE APPRENTICESHIP ACT

### 2.3 Payments

- 2.3.1 Basic pay: means the standard rate of pay before additional payments such as allowances and bonuses for a period not exceeding one month;
- 2.3.2 Full pay: means basic pay, allowances and the cash equivalent of any allowances in kind applicable for a period not exceeding one month, but does not include payments in respect of any bonus;
- 2.3.3 Gratuity: means a payment made to an employee in accordance with a contract of employment on the expiry of a long term contract of employment based on basic pay earnings that have accrued to the employee during the term of service;
- 2.3.4 Leave Pay: Leave benefits
- $$FP \times D) 24 \text{ days}$$
- Where FP = full pay
- D = number of accrued leave days
- 2.3.5 Sick Pay: an employee entitled to sick leave shall be paid full pay during the first three months of the sick leave and thereafter, half pay for the next three months.

### 2.4 Terms

- 2.4.1 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;
- 2.4.2 Joint Council and/or Council: means the Joint Council for the Building and Civil Engineering Industry.

### 2.5 Types of Work

- 2.5.1 Civil engineering work in connection with thermal and hydro-electric 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.

- 2.5.2 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:
- 2.5.2.1 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;
- 2.5.2.2 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;
- 2.5.2.3 Asphaltting, which includes asphaltting floors, roofs, water proofing foundations, basements or walls, laying method or other compositions and rubber flooring;
- 2.5.2.4 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, asphaltting, whether or not the fixing in the building or structure is done by the person making or preparing the article use
- 2.5.2.5 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.
- 2.5.2.6 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;
- 2.5.2.7 Electrical installation, which includes electrical fitting and wiring and operations incidental thereto;
- 2.5.2.8 French polishing, which includes polishing with a brush or pad and spraying with any composition;
- 2.5.2.9 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;
- 2.5.2.10 Lift installation, which includes the manufacture of lift cars or cages and the erection and/or maintenance of lifts;
- 2.5.2.11 Light making, lead and other metals, which includes the manufacture and/or fixing of lights, display signs and glazing relating thereto;
- 2.5.2.12 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;
- 2.5.2.13 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;
- 2.5.2.14 Painting, which includes decorating paper hanging, glazing, (which includes bedding back, puttying and insertion of glass), distemper, lime or colour-washing, staining, graining and marbling and spraying and plastic texture work, stippler work, knotting and sign-writing;
- 2.5.2.15 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 6in the building or structure is done by the person making or preparing the article used;
- 2.5.2.16 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;
- 2.5.2.17 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;
- 2.5.2.18 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
- 2.5.2.19 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.

### 2.6 Workers

- 2.6.1 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) :-
- 2.6.2 Workers:-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.:-
- 2.6.3 Workman/General Worker: means any person engaged in any work in the Industry, which requires no particular training or skill.
- 2.6.4 Watchman: means a person engaged to watch over any property in or on any building, yard site or other place.

### 3. CLASSIFICATION OF WORKERS:

#### 3.1 Watchman/Security Guard

- 3.1.1 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.
- 3.1.2 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.
- 3.1.3 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.
- 3.1.4 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.

#### 3.2 Semi Skilled Workers:

- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 Provided that no person shall be employed as a learner with one employer after completing twelve calendar month's continuous service.

#### 3.3 Licensed Driver:

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

#### 3.4 Skilled Worker. Class III:

- 3.4.1 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 recognized 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.
- 3.4.2 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.

3.5 *Skilled Worker. Class II:*

- 3.5.1 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.

3.6 *Skilled Worker Class I:*

- 3.6.1 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.

3.7 *Security Officer/Policeman:*

- 3.7.1 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.

3.8 *Operatives Class IV:*

- 3.8.1 The Parties have agreed that this shall include any semi-skilled workman using or operating any or all of the such power driven plant equipment that shall include Compressors Crushers Dumpers up to and including 1m<sup>3</sup> capacity Mixers Power-driven tools Rollers including up to and including 2T and Winches other than piling winches.

3.9 *Operatives Class III:*

- 3.9.1 The Parties have agreed that this shall include any semi-skilled workman using or operating any or all of such power driven plant equipment that shall include Cranes Derricks Dumpers over 1m<sup>3</sup>. Capacity Lorries Mechanical Spreaders Rollers over 2T small tractors and attachment up to approx 38kW piling Winches and Excavators of up to approx 38kW.

3.10 *Operatives Class II:*

- 3.10.1 The Parties have agreed that this class shall any person who operates Dumpers (Euclid or similar) Earthmoving tractors & attachments Graders Excavators and Loading Shovels in excess of 38kW and up to 1m<sup>3</sup>. Capacity Trenchers.

3.11 *Operatives Class I:*

- 3.11.1 The Parties have agreed that this class shall include any person employed to operate Excavators and Loaders Shovels in excess of 1m<sup>3</sup> 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.

3.12 *Operatives Class II Grade A:*

- 3.12.1 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.

3.13 *Operatives Class II Grade B*

- 3.13.1 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.

3.14 *Operatives Class II Grade C:*

- 3.14.1 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.

3.15 *Underground Workers:*

- 3.15.1 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.

### 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. CONTRACTS:

5.1 Where an employer engages an employee for a period of six months or more or for a number of working days equivalent to six months or 11 more within a year, the contract of employment shall be in writing.

5.2 An employer shall, on engaging an employee, read and explain the terms of the contract of employment to the employee and the employee shall enter into the contract voluntarily and with full understanding of the terms of that contract

5.3 An employer who is a party to a contract of employment under subsection (1) shall notify the Labour Commissioner, in writing within thirty days of the engagement of the employee.

5.4 An employer shall, within thirty days of entering into a written contract of employment under section 22 (5) submit three copies of the contract to an authorized officer for the purpose of attestation.

5.5 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 contract of employment. During the probation period, employment may be terminated by either party giving twenty-four (24) hours' notice, or one day's pay in lieu thereof.

5.6 An employer who is satisfied with the performance of an employee after a probation period shall notify the employee, in writing, of the confirmation of employment, except that where the employer does not notify the employee, in writing, of the confirmation, the employee shall be confirmed in the position from the date of the expiry of the probation period.

5.7 A probationary period under subsection (1) may be extended for a further period not exceeding three months.

### 6. WAGES SALARIES AND ALLOWANCES:

6.1 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 & individual employers from negotiating basic rates of pay and conditions of service in respect of specialized items of equipment not recorded in this Agreement.

6.2 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.

### 7. Support Staff on Monthly Salary:

7.1 The Parties to this Agreement have further agreed that the following staff shall be on a monthly salary as set out in the Second 12 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.

7.2 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.

7.3 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).

7.4 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.

7.5 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.

7.6 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.

### 8. SHIFTWORK:

8.1 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.

8.2 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.

8.3 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.

## 9 OVERTIME AND HOURS OF WORK:

9.1 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.

9.2 Where an employee has worked for more than Forty five(45) 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.

9.3 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.

9.4 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.

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

## 10. Public Holidays:

10.1 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.

10.2 The following is a list of Paid Public Holidays:

10.2.1	New Year's Day
10.2.2	International Women's Day
10.2.3	Youth day
10.2.4	Good Friday
10.2.5	Holy Saturday
10.2.6	Easter Monday
10.2.7	Labour Day
10.2.8	Africa Freedom Day
10.2.9	Heroes Day
10.2.10	Unity Day
10.2.11	Farmers Day
10.2.12	Day of National Prayer
10.2.13	Independence Day
10.2.14	Christmas Day

## 11. ANNUAL CLOSE DOWN:

11.1 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.

11.2 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.

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

## 11.4 Closedown Dates

11.4.1	Saturday 19th	December 2020 to Sunday 3rd January 2021
11.4.2	Saturday 18th	December 2021 to Sunday 2nd January 2022

**12. ANNUAL LEAVE:**

12.1 An employee, other than a temporary or casual employee, who remains in continuous employment with the same employer for a period of twelve consecutive months shall be granted, during each subsequent period of twelve months while the employee remains in continuous employment, annual leave on full pay at a rate of at least two days per month.

12.2 The leave referred to under subsection (12.1) is in addition to any public holiday or weekly rest period, whether fixed by any law, agreement or custom.

12.3 Where an employer does not grant an employee leave, or an employer grants the employee leave less than the total leave due under this section, the employer shall pay the employee wages in respect of the leave still due at the end of the period of twelve consecutive months.

12.4 Despite subsection (12.3), an employer may, with the agreement of the employee, pay wages to the employee in lieu of any annual leave due to the employee under that subsection, and if any leave has been accumulated by an employee whose contract of employment has terminated, the employer shall pay wages to the employee for the period of the accumulated leave.

12.5 Scheduling and Granting of Leave: The scheduling and granting of annual leave that falls out of the Annual Closedown period is at 15 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.

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

12.7 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.

**13. SICK LEAVE:**

13.1 An employee who is unable to perform that employee's normal duties due to illness or injury not occasioned by the employee's default shall notify the employer of the illness or injury and proceed on sick leave on production of a medical certificate from a health practitioner.

13.2 Where an employee is incapacitated for a prolonged period due to illness or injury not occasioned by the employee's default, the employee under long-term contract is entitled to sick leave under subsection (13.1), and shall be paid full pay during the first three months of the sick leave and thereafter, half pay for the next three months, for those under short-term contract be paid full for the equivalent twenty-six working days of the sick leave and thereafter, half pay for the equivalent of the next twenty six working days of the sick leave except that this section shall not apply where the incapacity arises from an occupational related accident or disease as provided for under the Workers Compensation Act, 2019.

13.3 Despite subsection (13.2), the wages payable to an employee under this section shall be reduced by the amount of any compensation received by the employee during the period of incapacity under the Workers Compensation Act, 2019.

13.4 An employer may, on the recommendation of a medical doctor, discharge an employee on medical grounds where the employee does not recover from the illness or injury, under subsection (13.1), after six months of the date of the illness or injury, and the employee's entitlement to sick leave shall cease. The period of incapacity under the Workers Compensation Act, 2019.

13.5 An employee whose employment is terminated on medical grounds under subsection (13.4) is, in addition to any other accrued benefits, entitled to a lump sum of not less than three months' basic pay for each completed year of service.

**14. PAID MATERNITY LEAVE:**

14.1 Subject to an agreement between an employer and an employee which is more favorable to the employee than the provisions of this section or a written law providing for maternity benefits, a female employee is, on production of a medical certificate, entitled to fourteen weeks maternity leave to be taken.

(a) Immediately preceding the expected date of delivery, except that at least six weeks maternity leave shall be taken immediately after delivery; or

(b) After the delivery.

14.2 The maternity leave under subsection (15.1) shall, in the case of a multiple birth be extended for a further period of four weeks.

14.3 Where a female employee remains in continuous employment with the same employer for a period of twelve months immediately preceding the beginning of leave under this section, the maternity leave under subsection (1) shall be with full pay where the maternity benefits are not paid under a written law providing for maternity benefits. For those who haven't worked for twelve months consecutively, maternity leave shall not be entitled.

15.4 Despite subsection (15.1), a female employee who gives birth to a premature child is entitled to an extension of the maternity leave for a period that shall be recommended by a medical doctor. In this section, "premature child" means a child born before thirty-seven weeks of gestation.

15.5 A female employee who remains in continuous employment with the same employer for a period of twelve months and suffers a miscarriage during the third trimester of pregnancy or bears a still born child is entitled to six weeks leave on full pay immediately after the miscarriage or still birth, except that the miscarriage or still birth shall be duly certified by a medical officer.

- 15.6 On expiry of a female employee's maternity leave under subsection (15.1), the employee shall return to the job which the employee held immediately before the maternity leave or to a reasonably suitable job on terms and conditions not less favorable than those which applied to the employee before the maternity leave.
- 15.7 A female employee may, immediately on expiry of maternity leave before resuming duties and with the approval of the employer, proceed on sick, annual, compassionate or other leave to which the employee is entitled
- 15.8 A female employee shall give notice in writing as may be reasonable in the circumstances, to the employer, of that employee's intention to proceed on maternity leave on a specified date and to return to work thereafter.
- 15.9 A female employee shall not forfeit that employee's annual leave entitlement under section 37 because of having taken maternity leave

15. PATERNITY LEAVE:

16.1 Subject to an agreement between an employer and an employee which is more favourable to the employee than the provisions of this section, a male employee who remains in continuous employment with the same employer for a period of twelve months immediately preceding the beginning of leave under this section is entitled to at least five continuous working days paternity leave, if—

- (a) The employee is the father of the child;
- (b) The employee has submitted to the employee's employer a birth record of the child; and
- (c) The leave is taken within seven days of the birth of a child

16. FAMILY RESPONSIBILITY LEAVE:

16.1 An employee who has worked for a period of six months or more, shall be granted leave of absence with pay for a period not exceeding seven days in a calendar year to enable the employee to nurse a sick spouse, child or dependent, except that the employer may, before granting that leave, require the employee to produce a certificate from a medical doctor certifying that the spouse, child or dependent is sick and requires special attention.

16.2 An employee is entitled to three paid leave days per year to cover responsibilities related to the care, health or education for that employer's child, spouse or dependant.

16.3 The days taken as leave under this section shall not be cumulative or deducted from the employee's accrued leave days.

17. COMPASSIONATE LEAVE:

17.1 In the event of the death of a member of an employee's biologically related and registered family member namely mother, father, son, daughter, or spouse or dependant up to a total Twelve (12) paid working days compassionate leave shall be granted in any calendar year.

17.2 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.

18. DECEASED EMPLOYEES BENEFITS:

18.1 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

18.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 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.

19. REPATRIATION BENEFITS:

19.1 Where an employee has been brought from a place within the Republic to a place of employment by an employer, or by an employment agency acting on behalf of the employer, the employer shall pay the prescribed expenses of repatriating the employee to the place of recruitment from which the employee was brought, on the—

19.1.1 expiry of the period of service that is specified in the contract of employment;

19.1.2 Termination of the contract of employment by reason of the inability, refusal or neglect of the employer to comply with all or any of the provisions of the contract;

- 19.1.3 Termination of the contract of employment by agreement between the parties, unless the contract otherwise provides; or
- 19.1.4 termination of the contract of employment by reason of the inability of the employee to perform the normal duties under the contract by reason of illness or accident not occasioned by the employee's own fault.
- 19.2 An employer may provide transport or pay for the cost of transport to repatriate an employee entitled to repatriation under section 19.1
- 19.3 An employer shall, where that employer provides transport to an employee, take all necessary measures to ensure that the vehicle or vessel provided by that employer is suitable for the purpose as prescribed.
- 19.4 In the case of a long journey, an employer shall make necessary arrangements for the health, safety and welfare of the employee and the employee's family during the journey.

20. OTHER ALLOWANCES:

20.1 *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 K30.00 per Shift or Day.

20.2 *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.

20.3 *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.

20.4 *Lunch Allowance:* The Company shall provide the employee with a lunch allowance of K30.00 per shift or day.

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

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

- 21.1.1 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.
- 21.1.2 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 K225.00 for each night spent whilst travelling in transit.
- 21.1.3 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 K200.00 per month or proportion thereof for the days of the month while living on the job.
- 21.1.4 If for any reason the employer is not able to provide accommodation in accordance with section (21.1.3) above, then the employer shall instead pay the employee K200.00 per night for each night spent away from his normal domicile.
- 21.1.5 For the purposes of section((21.1.3) and (21.1.4)) above 'days' and 'nights' shall include Saturdays, Sundays and Public Holidays, regardless of whether the employee actually works these days
- 21.1.6 In addition to section (21.1.3) 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 K300.00.

22. PROTECTIVE CLOTHING AND MAINTENANCE OF SAFETY :

22.1 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.

22.2 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.

22.3 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.

22.4 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.

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

22.6 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 .

#### 23 LAY OFF:

23.1 *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.

23.2 *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.

23.3 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.

#### 24 ACCIDENTS:

24.1 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.

24.2 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.

24.3 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.

#### 25. MEDICAL REGULATIONS:

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

25.2 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 recognized by the Government to issue such certificate.

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

#### 26. REDUNDANCY:

26.1 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

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

26.1.2 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.

#### 27. PREVENTION OF REDUNDANCY:

27.1 The Management will inform the union at least 30 Days 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:

27.1.1 The cessation of recruitment of new employees within affected grades

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

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

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

27.2 *Rules of Application:*

- 27.2.1 When the consultation between the employer and Union fail to result in any avoidance of redundancy the following will apply
- 27.2.2 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;
- 27.2.3 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
- 27.2.4 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.
- 27.2.5 It shall be the responsibility of the redundant employee to keep the company informed of the employee's current contact details 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.
- 27.2.6 Not less than sixty days prior to effecting the termination, notify an authorized officer of the impending termination by reason of redundancy and submit to that authorized officer information on—
- (i) The reasons for the termination by redundancy;
  - (ii) The number of categories of employees likely to be affected;
  - (iii) The period within which the redundancy is to be effected; and the nature of the redundancy package.

27.3 *Redundancy Benefits:*

- 27.3.1 An employee whose contract of employment has been terminated by reason of redundancy shall—
- (a) Unless better terms are agreed between the employer and the employee concerned or the employee's representatives, be entitled to a minimum redundancy payment of not less than two months' basic pay for every year served on contract and other benefits the employee is entitled to as compensation for loss of employment; and
  - (b) be paid the redundancy payment not later than the last day of duty of the employee, except that where an employer is unable to pay the redundancy payment on the last day of duty of the employee, the employer shall continue to pay the employee full wages until the redundancy package is paid.
- 27.3.2 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.
- 27.3.3 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.

28. RETIREMENT BENEFITS:

28.1 An employee who has attained the statutory retirement ages of 55 Fifty Five 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.

28.2 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.

29. TERMINATION OF EMPLOYMENT:

29.1 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.

29.2 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.

29.3 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.

29.4 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.

30. GRATUITY:

30.1 An employer shall, at the end of a fixed-term or long term contract period, pay an employee gratuity at a rate of not less than twenty five percent of the employee's basic pay earned during the contract period. This covers fixed and long term contracts.

30.2 Where an employee's contract of employment is terminated in accordance with the employment code, the employee shall be paid gratuity prorated in accordance with the period of employment

31. CERTIFICATE OF SERVICE:

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

- 31.1.1 Name of employer.
- 31.1.2 Name of Employee
- 31.1.3 National Registration Card Number.
- 31.1.4 Year of Birth.
- 31.1.5 Trade of employee.
- 31.1.6 Grade in trade of employee.
- 31.1.7 Date of engagement.
- 31.1.8 Date of termination of service.
- 31.1.9 Rate of pay on engagement of service.
- 31.1.10 Rate of pay on termination of service.
- 31.1.11 The employer's account number with the NAPSA.
- 31.1.12 The employee's NAPSA Social Security Number.
- 31.1.13 A statement showing the amount of statutory and supplementary contributions paid by the employer to NAPSA in respect of the employee.
- 31.1.14 Signature of the employer.

32. OCCUPATIONAL HEALTH AND SAFETY GENERAL PROVISIONS

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

33. EDUCATION AND TRAINING

33.1 The Employer shall provide adequate education and training on the Occupational, Health and Safety issues, HIV and AIDS inclusive

33.2 All new and in-experienced workers must be given full information on the dangers and precaution to take when working with machines.

34. OCCUPATIONAL, HEALTH AND SAFETY STRUCTURES

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

35. PERIOD OF AGREEMENT

35.1 This agreement shall become effective from 1st January 2020 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, 2020 unless before the said 31st December, 2020 it is:

35.1.1 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.

35.1.2 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 JANUARY 1ST 2020

<i>Building Trades</i>	<i>Unit</i>	<i>Old Rate</i>	<i>New Rate</i>	<i>Underground Workers</i>	<i>Unit</i>	<i>Old Rate</i>	<i>New Rate</i>
Security Guard/Watchman	Shift	83.225	87.386	Section Leader	Hr	9.288	9.7637
Workmen	Hr	5.864	6.157	Ganger	Hr	9.18	9.639Semi-
Skilled Worker/Learner	Hr	5.908	6.202	Assistant Ganger	Hr	8.6292	
9.0606Licensed Driver	Hr	7.636	8.017	Artisan	Hr	8.4456	8.8678Skilled
Worker-Class III–	Hr	7.160	7.518	Grouting Operator/	Hr	8.3484	8.7658Painter/
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	7.636	8.017	Crew Boss II	Hr	8.4456	8.8678
Skilled Worker-Class II– Carpenter/Joiner, Electrical Wireman, Plant Mechanic, Metal Fabricator/Boiler Maker, Cabinet Maker.	Hr	7.711	8.096	Loader Driver/Loco Driver	Hr	7.83	8.2215
Skilled Worker-Class I– Painter/Glazier	Hr	7.636	8.017	Hoist Driver	Hr	8.445	8.867
Skilled Worker-Class I– Bricklayer/Plasterer, Sign writer, Wood working machinist.	Hr	8.240	8.240	Machine-man	Hr	7.83	8.221
Skilled Worker-Class I– Plumber, Sheet metal worker, Carpenter/Joiner, Electrical Wireman, Plant Mechanic, Metal Fabricator/Boiler Maker, Cabinet Maker	Hr	8.348	8.765	Spanner Man	Hr	7.236	7.597
Security Officer/Police man	Hr	5.897	6.191	Artisan Loading Hand/ Banks man	Hr	7.300	7.665
Welder/fitter(1Yearexp)	Hr	7.160	7.160	Lasher, Stage Hand, Grouting Helper, Artisan Helper, Change house Man, Bank Helper, Batching Plant Helper, Sanitation, Messenger, Cleaner	Hr	6.1668	6.475
Welder/fitter(2yearexp)	Hr	7.711	8.096	CLERICAL STAFF	Unit	Old rate	New Rate
Steel-Fixer I	Hr	5.897	6.191	Book-keeper	Mth	2030.59	2132.11

Steel-Fixer II	Hr.	7.160	7.518	Secretarial-Shorthand Typist	Mth	1832.46	1924.08
Operative Class IV	Hr	6.307	6.622	Audio Typist	Mth	1667.09	1750.44
Operative Class III	Hr	7.636	8.017	Copy Typist	Mth	1635.8	1717.59
Operative Class II	Hr	8.035	8.436	Accounts Clerk/Ledger Clerk	Mth	1699.87	1784.86
Operative Class I	Hr	8.975	9.423	General Clerks I	Mth	1503.2	1578.36
Open Pit Section Boss	Hr	8.413	8.833	General Clerks II	Mth	1413.82	1484.51
Open Pit Operative Class II Grade A	Hr	7.981	8.380	MEDICALSTAFF	Unit	Old Rate	New Rate
Open Pit Operative Class II Grade B	Hr	7.312	7.677	Clinical Assistant	Mth	1889.06	1983.51
Open Pit Operative Class II Grade C	Hr	6.577	6.906	Zambia Enrolled Nurse ZEN	Mth	2128.92	2235.37
Licensed Blaster/Driver Gen. Purpose vehicle,	Hr	7.139	7.495	Registered Nurse	Mth	2337.49	2454.37
Pump man-Static Install							
Learner Blaster, Artisan Helper/ Tally Checker-Spotter, Greaser, Banks man Workman	Hr	5.465	5.738				
	Hr	5.476	5.749				

## 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 and Phillips)
- 1 x Tape measure (3m)
- 1x Spirit Level (30cm)

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 and Phillips)
- 1 x Screw Driver

5. *Electrician*

- 1 x Tape Measure (3m)
- 1 x Chasing Hammer
- 1 x Pliers (insulated)
- 1 x Hacksaw

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)

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)

- 1 x Shifting Spanner (20cm)

- 1 x Side Cutter (insulated)

- 1 x Set insulated Screw Driver (Flat and Phillips)

## 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.

*Addendum Clause to JIC Agreement Between the National Union for Builders and General Workers and to the Association of Building and Civil Engineering Contractors 2020/21 on Transition of Retirement Clause*

The Parties to the JIC Collective Agreement 2020/2021 confirmed and signed on the 15th of January 2020 are of consensus that with the introduction of the 25% gratuity on basic pay as well as the ongoing contributions towards NAPSA Retirement Benefits as stipulated under clause 26, in particular clause 26.3 of the previous JIC Collective Agreement (s) are now obsolete. The parties have therefore agreed to remove this clause and its regulations from the current 2020/2021 JIC as well as all future JIC agreements.

As a transitional regulation for employees, who have already accrued these retirement benefits, the Parties have agreed the following regulations for retired or retiring employees:

Employees, who are qualified for retirement benefits and are now entitled or shall be by the 31.12.2021 entitled to retirement Benefits as stipulated under clause 26.3 of the previous JIC Collective Agreement, may claim the retirement benefits from their employers as stipulated under clause 26.3 of the previous JIC Collective Agreement once they have qualified for these benefits. All claims must be submitted by giving written notice of the claim to the Employer with copy to the JIC for attestation no later than the 31st of December 2021.

It shall suffice, that the notice stipulates a general intent to claim retirement benefits, the name of the employee claiming the benefits, the date of birth of the employee, the year of his/her first employment with the employer and the date of retirement from the employer.

The Employer will provide all further information required to determine the amount of retirement benefits due. Where the employer fails to submit information required to determine the amount of retirement benefits due, the last paid basic pay of the employee shall be considered for those years of employment, where no information is submitted.

The employer is entitled and may offset all service benefits, gratuity payments as well as all NAPSA contributions the employer has made in respect of the employee claiming retirement benefits during the entire employment of the respective employee against the retirement benefit claim by the employee. The employer must pay to the employee the balance of retirement benefits remaining after offsetting the aforementioned payments within six months from receipt of the notice of the intent to claim.

The parties have further agreed that from 31st December 2021 all retirement benefits under the previous Agreement shall be deemed to have been settled in full by the employer in compliance with the provisions therein.

With effect from 1st January 2021 employees shall no longer be entitled to retirement Benefits as stipulated under clause 26.3 of the previous JIC Collective Agreement

P. GOLSON,  
*Secretary to the Joint Council for the Building  
and Civil Engineering Industry.*