

Collective Bargaining Agreement: Motor Industry

IT is hereby notified that the Collective Bargaining Agreement set out in the Schedule which replaces further the agreement published in Statutory Instrument 84 of 1993 has been registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

SCHEDULE

EMPLOYMENT COUNCIL FOR THE MOTOR INDUSTRY

COLLECTIVE BARGAINING AGREEMENT:

MOTOR INDUSTRY

Memorandum of a Collective Bargaining Agreement made and entered into in accordance with the provisions of the Labour Act, [*Chapter 28:01*] as amended, between the Motor Industry Employers Association of Zimbabwe (hereinafter referred to as “the employers” or “the employers organisation”), of the one part, and the Automotive and Allied Workers Union of Zimbabwe and the Motor Trades Workers Union of Zimbabwe (hereinafter referred to as “the employees” or “the trade unions”), of the other part, being parties to the National Employment Council for the Motor Industry.

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PART I

STATUTORY REQUIREMENTS

Scope of application of agreement

1. The terms of this agreement shall be binding upon and shall be observed by—

- (a) All employers and employees in the industry who are members of the employers organisation and trade union respectively in Zimbabwe.
- (b) All other employers and employees in the Industry in Zimbabwe.

Period of operation of agreement

2. This agreement shall come into operation on the date of its registration and shall remain in force for as long as parties have not considered the need for any amendment(s).

Statement of intent

3. (1) It is the intention that suitable employees already engaged in the industry be afforded the opportunity of advancement to the highest status. This is to apply to all designated and non designated trades of the industry.

(2) Any new entrant to the industry wishing to progress directly to Skilled Worker Class 1 status shall be processed through the normal channels of apprenticeship training.

(3) Selected employees shall be afforded the opportunity of further training and qualifications in accordance with the requirements of the Schedules.

Interpretation

4. Any expressions used herein, which are defined in the Act shall have the same meaning as in the Act, and words purporting to be of masculine gender shall include females. Further, unless inconsistent with the context—

“Act” means the Labour Act, [Chapter 28:01] as amended;

“apprentice” means an employee serving under a written contract of apprenticeship entered in accordance with the Manpower Planning and Development Act, as amended;

“breakdown-service driver” means a fully licensed driver specifically employed to drive and operate a breakdown recovery vehicle, utilised for the recovery by road of disabled vehicles.

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- “breakdown-service driver’s assistant” means an employee specifically engaged in assisting a breakdown-service driver;
- “car-breaking” means the dismantling of a vehicle, the components or parts which are retained for sale as spares;
- “casual work” means work for which an employee is engaged for not more than six weeks in any four consecutive months.
- “working day” means that period of any day during which the usual day shift is worked, and may include Saturday;
- “clerk” means an employee engaged in any occupation defined as such in terms of Schedule L;
- “constitution” means the constitution of the Council, including any amendments thereto, adopted from time to time;
- “Council” means the National Employment Council for the Motor Industry;
- “continuous service” means the total period of an employee’s unbroken service with an employer as described in clause 12;
- “day-shift” means any period worked between the hours of 6:30 a.m. and 6:30 p.m. on Mondays to Fridays inclusive, or any period worked between 6:30 a.m. and 1 p.m. on Saturday, as notified by the employer to the Council, in terms of sub-clause (1) of clause 10 and / or sub-clause (1) of clause 11;
- “designated trades” means—
- (a) motor mechanic (to include diesel and tractor mechanics);
 - (b) automobile electricians;
 - (c) panel beater (to include body repairing, trimming, sheet metal working and spray painting);
 - (d) precision machinist (to include automotive engine fitting);

- (e) motorcycle mechanic; and
 - (f) automotive technicians;
- “dollar value principle” means the difference in percentage terms of a wage paid by an employer and the minimum wage which may be maintained over subsequent increases.
- “driver-heavy duty” means a person employed to drive motor vehicles with a net mass in excess of 2 300 kilograms, and whose duties may include the recovery of disabled, light and heavy commercial vehicles and also passenger vehicles by means of towing and the use of a tow-rope, chain or rigid bar;
- “driver-light duty” means a person employed to drive motor vehicles with a net mass of less than 2 300 kilograms, and whose duties may include the recovery of passenger and light commercial vehicles by means of towing and the use of a two-rope, chain or rigid bar;
- “emergency work” means that work—
- (a) connected with the recovery of broken-down vehicles or vehicles involved in accidents;
 - (b) necessary—
 - (i) to enable a vehicle en route, which has broken down, to resume its journey; or
 - (ii) to enable a vehicle to commence a journey which, because of unforeseen circumstances, should not be delayed; or
 - (iii) to restore to working order any agricultural tractor and/or implement or any other agricultural equipment normally repaired by an establishment in the motor industry, if the continued operation of such equipment outside the ordinary hours of work declared by that establishment is essential;
- “employee” means any employee for whom wages are prescribed in this agreement;
- “employer” means any person whatsoever who employs or provides work for another person and remunerates or

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expressly or tacitly undertakes to remunerate him, and includes the manager, agent or representative of such person who is in charge or control of the work upon which such other person is employed;

“establishment” means any place in or on which any activities of the motor industry or any branch of the motor industry are carried on, including workshops, vehicle showrooms, parts departments and used car lots; service stations and kiosks on service stations;

“executive committee” means the executive committee appointed by the Council in terms of its constitution;

“forecourt cashier” means a forecourt petrol attendant who is responsible for the accounting for, and the collection of money from customers;

“forecourt attendant” means an employee engaged in the sale of petroleum related fuels through mechanical or electronic pumps to motorists, the inflating, repairing and changing of tyres and tubes, the filling of radiators, the topping up of batteries and duties of a similar nature, and who may sell—

- (a) lubricants, tyres, tubes, vehicle accessories and spare parts; and
- (b) cigarettes, tobacco, matches, bottled minerals, sealed packages of sweets, crisps, biltong and biscuits;
- (c) goods and items from a forecourt kiosk, the sale of which requires the holding of a General Dealer’s Licence;

but who is not responsible for the accounting for, and the collection of money from customers;

“foreman” means a journeyman or a Skilled Worker Class 1 specifically charged by his employer with the overall supervision, responsibility for, and direction of activities carried out in connection with an establishment;

“fortnight” means a period of fourteen consecutive days;

“general worker” means an employee who is engaged in any operation detailed in Schedule G and in general labouring duties;

“industry” means the motor industry;

“journeyman” means a person who has been certified or registered by the Apprenticeship Branch of the relevant Ministry as a journeyman or Skilled Worker Class 1 in a designated trade, or a person who holds a journeyman registration certificate issued by the Council before the 1st February, 1982 and recognized by the Apprenticeship Branch of the relevant Ministry;

“journeyman’s work” means any work in the industry not specified in Schedules E, F and G;

“learner” means an employee who has entered into a written contract of learnership with his employer under contractual conditions laid down and controlled by the Council;

“leave-pay” means wages due for the period of paid vacation leave to which an employee is entitled in accordance with this agreement;

“local joint committee” means a local joint committee established by Council in terms of its constitution to administer this agreement in an area specified by Council;

“managerial employee” means an employee who, by virtue of his contract of employment or of his seniority in an organization, may be required or permitted to hire, transfer, promote, suspend, lay off, dismiss, reward, discipline or adjudge the grievances of other employees;

“messenger” means an employee specifically engaged in the conveying or delivery of letters, parcels or messages, on foot or by bicycle, and includes the making of tea or similar beverages;

“minister” means the Minister responsible for Labour or any other Minister to whom the President may, from time to time, assign the administration of the Act;

“month” means a period of four and one-third weeks for all purposes;

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“employee paid monthly” means an employee paid monthly, who shall enjoy the same privileges and status as an hourly paid employee;

“motor-cycle driver” means an employee who drives a motor-cycle;

“motor industry” means the industry in which employer and employee are associated together for the purposes of assembling, dealing in, repairing and/or disassembling motor-vehicles or any part or component thereof, and includes—

- (a) “motor engineering” which includes overhauling, reconditioning, repairing, maintaining, testing and adjusting of vehicles, and the making (on a jobbing basis), overhauling, reconditioning, repairing, replacing, disassembling, testing and adjusting of any component part or accessory, not elsewhere specified;
- (b) “electrical work” which includes installing, repairing, replacing, maintaining in serviceable condition; or testing of any electrical apparatus; component part or accessory attached to or used on any vehicle; and the repairing and charging of electrical storage batteries;
- (c) “servicing” which includes the greasing, oiling, washing and polishing of vehicles; the removing and replacing of wheels; the removing, filling and repairing of tyres and tubes; the removing, filling and replacing of batteries; the draining and filling of oil sumps; and the recovery of disabled vehicles;
- (d) “dealing in” whether by cash, credit, hire-purchase or auction of new or second-hand vehicles or components, including spares and accessories, tyres and batteries; the sale of motor fuels and lubricants, but excluding the bulk sales and distribution of such fuels and lubricants;
- (e) “vulcanising” which includes the examination of tyres and/or tubes; the repairing of tyres and/or tubes and the building up of tyres;

- (f) “panel-beating/spray-painting” which includes the repairing and/or replacing of any part vehicle bodies, including upholstery;
 - (g) “marine engines” which includes the overhauling, reconditioning, repairing, maintaining, testing and adjusting of marine engines of any internal combustion or compression ignition type up to two hundred and twenty-five kilowatts;
 - (h) “administrative and supervisory work” which includes accounting, book-keeping, clerking, storekeeping, typing and all work incidental or similar to the foregoing in this context—
 - (i) “motor-vehicle’ or “vehicle” means any wheeled vehicle designed for the carrying on land of passengers and or goods or towing purposes, which is motivated by power generated by the internal combusting or compression ignition of any fuel or gas or by electrical storage batteries, and includes articulated vehicles, but excludes earthmoving equipment other than tipper trucks;
 - (j) “assembling” means the assembling of separate parts and components of motor-vehicles other than C.K.D. (Component Knocked Down) units imported by motor-vehicle manufacturers registered in terms of section 6 of the Customs and Excise (Industrial Drawbacks and Rebates) Regulations, 1978, published in Rhodesia Government Notice 374 of 1978, as amended from time to time;
- “night-shift” means any period between the hours of 6:30 p.m. and 6:30 a.m. excluding Saturday and Sunday nights, and only then if registered with the Council;
- “operator” means an employee carrying out any of the relevant tasks as detailed in Schedules K and L;
- “ordinary hours of work” means the appropriate hours prescribed for those employees referred to in clause 10 or 11;

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- “overtime” means time worked in excess of the ordinary daily hours of work fixed for an establishment in terms of clause 10 or 11;
- “paid public holidays” means leave of absence on public holidays prescribed in clause 33, at wages which would have been payable had the day been a working day;
- “parts picker” means a person who can locate a spare part from memory and identify that part from practical knowledge or locates a part under direction from a superior and who is not called upon to invoice or cost such parts;
- “party” means the employers organization or the trade unions referred to in the preamble;
- “piece-work” means any work paid for at a rate based on quantity or output of work done;
- “pressure vessel” means a vessel or any form of fabricated component required to withstand pressure in excess of one hundred kilopascals, but does not include pressure receivers as applicable to air-braking systems on motor vehicles;
- “receptionist” means a person engaged specifically on workshop reception, who is responsible for the receipt from customers of vehicles or component parts, for servicing repair or reconditioning and completing the job card and includes work which is incidental to or related to these duties;
- “repair shop” means an establishment in which any of the functions of the motor industry (other than dealing in administrative and supervisory work) is carried out;
- “representative” means a person appointed by any party to represent such party on the Council;
- “secretary” means the General Secretary of the Council;
- “service advisor” means a Skilled Worker Class 1 or a person of equal qualifications engaged specifically on workshop reception who is responsible for diagnosing the problem, completing the job card, issuing estimates and instructing

workshop accordingly on repairs to be carried out and the testing of vehicles after repairs;

“service supervisor” means a person who is employed in supervising one or more of the following operations or duties: greasing and/or oiling, washing and polishing, removing and replacing wheels for tyre repairs, repairing tyres and/or tubes, removing, filling and/or replacing batteries, draining oil sumps and/or filling and is responsible for ensuring that drain plugs are secure and that oils are at the correct level, cleaning parts for journeymen and the dispensing of petrol and/or fuel oil and the recovery of disabled vehicles and shall include a forecourt supervisor;

“short time” means working time, which is reduced below the ordinary hours of work in the establishment, when such reduction is due to slackness of work or the exigencies of trade;

“skilled worker class 1” means an employee who has been certified or registered by the Apprenticeship Branch of the relevant Ministry as a Skilled Worker Class 1, in a designated trade, and who may carry out the work of a journeymen as defined in this agreement.

“skilled worker class 2” means an employee who has been certified or registered by the Apprenticeship Branch of the relevant Ministry as a Skilled Worker Class 2, and who may carry out of the relevant task as detailed in Schedule I;

“skilled worker class 3” means an employee who has been certified or registered by the Apprenticeship Branch of the relevant Ministry as a Skilled Worker Class 3, and who may carry out any of the relevant tasks as detailed in Schedule I;

“skilled worker class 4” means an employee who has been certified or registered by the Apprenticeship Branch of the relevant Ministry as a Skilled Worker Class 4, and who may carry out any of the relevant tasks detailed in Schedule I;

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- “storeman” means an employee employed for the ordering, receiving, safe custody, issue to workshops and despatch sector, and the recording of documentation necessary thereto of goods and merchandise dealt in by the establishment, and whose duties include the supervision of assistant storeman and the maintenance, issue and return of tools and equipment to and from workshops;
- “storeman assistant” means an employee who, under the supervision of a storeman, performs the work of a storeman;
- “technical parts salesman” means an employee who can identify parts by means of a parts manual or microfiche, and who can, from Kardex, computer or other means, establish the cost and selling-price of an article and invoice it in accordance with normal business practice;
- “travelling parts salesman” means an employee, who by travelling, solicits customers to buy parts from his company and who may be paid incentive commission in addition to his salary;
- “watchman” means an employee charged with ensuring the protection and security of his employer’s premises and property, including the checking and searching of persons, motor vehicles, and property entering and leaving the premises and shall include a person employed as a guard or caretaker;
- “week” means a period of seven consecutive days;
- “weekly employee” means an employee who is paid by the week;
- “worker” means an employee for whom wages are prescribed in this agreement;
- “working day” means any day other than—
- (a) Sunday, New Year’s Day, Independence Day, Good Friday, Easter Saturday, Easter Monday, Workers’ Day, Africa Day, Heroes’ Day, Defence Forces National Day, Unity Day, Christmas Day and the day following, in the case of employees working a six day week; and

- (b) Saturday, Sunday, New Year's Day, Independence Day, Good Friday, Easter Saturday, Easter Monday, Workers' Day, Africa Day, Heroes' Day, Defence Forces National Day, Unity Day, Christmas Day and the day following, in the case of employees working a five day week;
- “working employer” or “working partner” means an owner, employer, partner or director who himself performs work in his establishment similar to that carried out by an employee in the industry;
- “working week” means a week commencing at 12:01 a.m. on Thursday and ending at 11:59 p.m. on Wednesday;
- “workshop hand” means an employee who may carry out any of the relevant tasks as detailed in sub-clause (e) of Schedule I.

PART II

GENERAL CONDITIONS OF EMPLOYMENT

Declaration on commencement of employment

5. (1) An employee, on commencing employment with an employer, shall complete and sign a written declaration in the form prescribed in Schedule J, setting forth—
- (a) the grade in which he is employed, whether as a journeyman, skilled worker, graded operator, general worker, or in any occupation listed in Schedule F;
 - (b) particulars of any certificate of registration issued to him by Council or the Apprenticeship Branch of the relevant ministry.
- (2) The written declaration referred to in sub-clause (1) shall be retained by the employer during the period of employment by him of the employee and for a period of not less than three years after the termination of such employment.
- (3) If during the course of an employee's employment with any one employer—
- (a) the employee's grade or occupation is changed; or

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- (b) the employee is issued with a certificate of registration in terms of this agreement; or
- (c) a certificate of registration issued to the employee in terms of this agreement is cancelled;
the written declaration referred to in this clause shall be amended accordingly by the employer and the amendment shall be signed by the employee as acknowledgement that the facts stated are correct and if his grade or occupation is changed, that he consents to such change.

(4) No employer shall employ a person on a contract or casual basis for a period in excess of three months without written permission of the Council.

Supply of tools and equipment

6. (1) An employer shall, at his own expense, provide for use by any Skilled Worker Classes 1–4 and Operator Grades 1–4 employed by him, all tools necessary for the performance of their work as listed in Schedule D.

(2) An employer shall, at his own expense, provide for use by an employee employed by him, other than a Skilled Worker Classes 1–4 and Operator Grades 1–4, all tools necessary for the performance of the employee's work.

Protective clothing and uniforms

7. (1) Every employer shall supply, free of charge, suitable goggles or face shields to all employees engaged in operations which expose them to glare or the danger of foreign body entering the eye.

(2) The remaining provisions of this clause shall apply to all skilled workers, workshop hands, Operators Grades 4 and 5, general workers and employees as listed in Schedule F.

(3) Every employer shall supply, free of charge, and shall maintain in good condition, adequate protective clothing and appliances including where necessary caps, gloves, leggings, footwear and protective ointment, to any employee who is exposed to wet or dirty processes, cold, heat or any poisonous, corrosive or other injurious substance liable to cause injury or disease to the person or damage to clothing.

(4) Where articles of food or drink are prepared or handled, the employer shall provide, free of charge, to each employee, and shall maintain in a clean state and good condition, suitable overalls and caps of washable material.

(5) Every employer shall supply, free of charge, a waterproof cap, overcoat or other suitable protective clothing to every employee who, in the course of his duties, is habitually exposed to inclement weather.

(6) Drivers and vehicle attendants engaged in the loading, unloading and delivery of goods to or from commercial vehicles shall be provided with adequate protective clothing.

(7) Employees shall wear or use the protective clothing or appliances supplied to them in terms of this clause, and the employer shall take all reasonable steps to ensure that the protective clothing and appliances are worn or used by such employees.

(8)—

- (a) any clothing or equipment supplied to an employee in terms of this clause shall remain the property of his employer and shall be returned to him on the resignation, retirement or discharge of such employee;
- (b) no protective clothing or appliance provided in terms of this clause shall be removed from the employer's premises, except on the authority of the employer.

(9) Subject to the provisions of sub clause 7(2), the employer shall supply, free of charge, two sets of uniforms, overalls or dustcoats to each employee once every twelve months.

(10) Every employer shall either permit his employees to take overalls, uniforms or dustcoats to their places of residence at least once per week, to enable the employees to launder such overalls, uniforms or dustcoats or arrange for the laundering of such uniforms himself.

(11) Where an employer does not arrange for the laundering of his employees overalls, uniforms or dustcoats, he shall provide each employee with one kilogram of washing soap per month to be used by the employee to launder such overalls, uniforms or dustcoats. Should an employee report for duty with dirty or unwashed overalls,

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uniforms or dustcoats on any day during the month for which such soap has been provided, the employer may suspend the employee for the remainder of that day without pay and give him a written warning.

Washing facilities

8. (1) An employer shall provide adequate washing facilities for all employees to clean themselves at the conclusion of a shift.

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

Short-time

9. (1) Subject to the provisions of sub-clauses (2) and (5) of this clause and notwithstanding anything contrary contained in this agreement, an employer who finds it necessary to adopt short-time working may work any of his employees short time and shall pay such employee the hourly rates for each hour worked, provided that—

- (i) no employee shall receive less than *sixty per centum* of the pay which he would have earned had short-time not been declared;
- (ii) no employer shall put employees on short time for a period longer than one month without the employer informing the Council.

(2) An employer shall, seven working days prior to the day on and from which he intends to work short-time, notify the employees concerned of his intention, stating the period of time or number of hours for which short-time working will operate. Any employee who is not given such notice shall, on reporting for work at the establishment, be entitled to payment in lieu of such notice.

(3) In addition to notifying employees of short-time working, as provided in sub clause (2), the employer shall notify the Council within one month of the commencement of the short-time, stating the reasons and anticipated duration of the short-time, number of employees involved and the number of hours which each employee will lose as working hours during the short time period.

(4) In the case of employees who work short time, they shall be paid for the hours so worked at a rate not less than the rate which they received immediately prior to going on short time.

(5) In the case of filling stations, forecourt cashier and forecourt attendants, short-time work shall not be adopted if the station is open for business in excess of eighty-six hours per fortnight.

Hours of work: motor engineering, electrical work, servicing, panel beating, spray painting, marine engines: Schedules G, I and K

10. (1) Every employer, shall within thirty days of the coming into force of this agreement, or within thirty days of commencing as an employer in the industry, inform the Council, in writing, of the ordinary daily hours of work of his establishment.

(2) The ordinary hours of work for any employee, except security personnel, shall not exceed forty-four hours per week.

(3) No employee shall be required to work for a period longer than five and one-half hours without a break of at least thirty minutes.

(4) Subject to the provisions of clause 4, no employer shall keep open or permit to be kept open, any establishment or that portion thereof, in which is conducted any of the activities specified in paragraphs (a), (b), (c), (e) and (f) of the definition of "motor industry"—

(a) earlier than 6:30 a.m. or later than 6:30 p.m. on Monday to Friday, both days inclusive;

(b) on a Saturday or Sunday;

nor shall he, except in the case of emergency work, conduct or permit to be conducted, any of the said activities on a Saturday or Sunday.

(5) The ordinary hours of work for any employee on night shift shall not exceed forty-four in any one working week, and may be apportioned nightly on the same basis as for day shift.

(6) Subject to the provisions of clause 9, if the ordinary hours of work in an establishment exceed thirty two hours per week, the employer shall pay the employee on the basis of a forty-four hour week.

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Hours of work: Schedule F and other employees—filling stations, vehicle sales, motor parts and spares, vulcanising, security and general personnel, breakdown services

11. (1) Every employer shall, within thirty days of the coming into force of this agreement or within 30 days of the commencing as an employer in the industry, inform the Council, in writing, of the ordinary daily hours of work of his establishment.

(2) For employees of those establishments, or portion of those establishments, dealing in the receipt, despatch and/or the retail supply or sale of accessories, motor spares, vehicle parts, new and second hand vehicles, the sale and fitting of tyres and tubes, new and second hand batteries and for those employees engaged in the sweeping and cleaning of workshops, plant, equipment or utensils, the ordinary hours of work shall not exceed forty-four hours per week; and no employee shall be required to work for a period longer than five and half hours without a break of at least thirty minutes and the ordinary hours of work for such employees shall be apportioned as follows—

- (a) where the employer has declared his intention, in terms of sub clause (1), to work a five-day working week, daily between the hours of 6:30 a.m. to 6:30 p.m. on Monday to Fridays:

Provided that such hours be completed within ten and half hours from the commencement of the working day;

- (b) where the employer has declared his intention, in terms of sub clause (1), to work a six-day working week, daily between the hours of 6:30 a.m. and 6:30 p.m. on Monday to Fridays, and between the hours of 6:30 a.m. and 1 p.m. on Saturdays;
- (c) the ordinary hours of work for any employee on night shift shall not exceed forty-four in any one working week, and may be apportioned nightly on the same basis as for day shift;
- (d) notwithstanding any of the foregoing, employees shall attend their place of work at least ten minutes before starting time;
- (e) Subject to the provisions of clause 9, if the ordinary

hours of work in an establishment exceed thirty two hours per week, the employer shall pay the employee on the basis of a forty-four hour week.

(3)—

- (a) For watchman, forecourt cashiers and forecourt attendants, the ordinary hours of work shall not exceed ninety-six hours per fortnight, to be apportioned in shifts, which do not exceed seventy-two hours per week in any alternate week, provided that no more than one shift shall be apportioned in any twenty-four hour period.
- (b) Every watchman, forecourt cashier and forecourt attendant shall be allowed a minimum of twenty-four consecutive hours off duty each week or forty-eight hours per fortnight.

Provided that with a written agreement between the employer and employees, an application to vary the terms of this sub-clause may be made to the Council;

- (c) Every employer shall post a notice in a conspicuous place, readily accessible to such employees, on which shall be stated the time of shift, a duty-roster showing the names of watchman, forecourt cashier and forecourt attendants allocated to each shift and their meal times/breaks, which shall not exceed one and half hours in any one shift; and;
- (d) Subject to the provisions of clause 9, if the ordinary working hours of such employees are at least thirty-six hours per week, the employer shall pay the employees on the basis of a forty-eight hour week.

(4)—

- (a) For breakdown service drivers and their assistants, the ordinary hours of work shall not exceed forty-eight per week, to be allocated in shifts within the period from 12:01 a.m. on Mondays to midnight on Saturdays, each daily shift not to exceed fourteen consecutive hours;
- (b) Subject to the provisions of clause 9, if the ordinary

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hours of work of such employees are thirty-six hours per week, the employer shall pay the employees on the basis of a forty-eight hour week.

Continuous service

12. (1) Continuous service shall be deemed to be broken only by the death, resignation, retirement or discharge of the employee concerned:

Provided that an employee who is discharged and re-engaged by the same employer within two months of discharge shall be deemed not to have broken his continuous service.

(2) A period of absence without the permission of the employer, or a period of absence between discharge and re-engagement of two months or less shall not be taken into consideration in calculating any benefits in terms of this agreement.

(3) Upon a change of employer at an establishment, an employee enters the service of the new employer or continues his service in the establishment, service with the previous employer shall be deemed not to have been broken by such change of employer or transfer of undertaking.

Notice of termination of service

13. (1) Except where a longer period of notice has been provided for within the contract of employment and, subject to the provisions of Statutory Instrument 15 of 2006, clause 5, notice of termination of the contract of employment to be given by either party shall be;

- (a) three months in the case of a contract without limit of time or a fixed duration contract exceeding two years;
- (b) two months in the case of a fixed duration contract exceeding one year but less than two years;
- (c) one month in the case of a fixed duration contract exceeding six months but less than one year;
- (d) two weeks in the case of a contract of three or more months but less than six months;
- (e) one day in the case of a contract of three months or less

or in the case of casual or seasonal work:

Provided that where the termination is at the initiative of the employer, the employee shall have the right to payment of the corresponding period of notice that should have been issued.

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

- (a) one week in the case of casual work or seasonal work; or
- (b) three months in any other case; during which notice of termination of the contract to be given by either party may be one week in the case of casual or seasonal work or two weeks in any other case.

(3) Notwithstanding the provisions made in (1) and (2) above, parties to any contract of employment may by mutual agreement, waive the right to notice.

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

(5) Neither the employer nor the employee shall give notice of termination of contract whilst the employee is on leave of any kind.

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

(7) No employer shall give notice of termination of contract, whilst the employee is sick or disabled and is entitled to sick leave benefits in terms of this Agreement.

(8) The employer shall issue the employee who is leaving his service/employ, a certificate of service stating the nature of his employment and the length of time so employed.

(9) All matters of termination through retrenchment will be dealt with by the Council Retrenchment Committee comprising three representatives from the employers and three from the trade unions.

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First Aid Kit

14. Every employer shall provide first aid kit in a dust-proof container, readily accessible to all employees in that establishment, which equipment shall comprise of at least:

- (1) Ten standard dressing B.P.C. No. 3 (small elastic adhesive wound dressing).
- (2) One standard dressing B.C.P. No. 11 (medium burn-dressing).
- (3) One standard dressing B.C.P. No. 16 (eye-pad with bandage).
- (4) Three hundred grams of cotton wool.
- (5) One hundred-millilitre bottle of acriflavine solution of the strength of one in one thousand.
- (6) One hundred grams non-prescriptive painkillers.

Long service award

15. Every employer in the Motor Industry shall be required to have a long service award policy.

Discipline

16. (1) The Code of Conduct and Grievance Procedure set out in Schedule B shall be binding on all employers and employees who do not have registered codes approved by the Council.

(2) All disciplinary cases shall be dealt with in accordance with the Code of Conduct and any instances which are not covered by the Code, these shall be dealt with having due regard to the spirit and intention of the Code.

HIV/AIDS Workplace Programmes

17. (1) Council recognises that HIV/AIDS is a threat to the viability of the industry and the fight against the pandemic requires a multi-sectoral approach.

(2) At every establishment there shall be an HIV/AIDS policy developed in terms of sub clause (3) or adopted from guidelines provided by the Council.

(3) At every establishment where there is a workers committee, the establishment, through its works council, shall develop and implement an HIV/AIDS policy.

(4) Any policy to be adopted shall include the following:

- (a) Training of persons involved in workplace HIV/AIDS programmes;
- (b) Awareness and Prevention Education;
- (c) HIV/AIDS Prevention support;
- (d) Diagnosis and treatment of sexually transmitted infections and opportunistic infections;
- (e) Access to voluntary counselling and testing;
- (f) Counselling care and other psychosocial support programmes;
- (g) Access to advanced treatment therapies;
- (h) Non discrimination of those infected and affected;
- (i) Gender equality;
- (j) Outreach programmes for the community, family, and pensioners;
- (k) The Committee or individual responsible for the implementation of the policy;
- (l) Cooperation and collaboration with other organizations involved in the fight against the disease.

(5) Council shall provide guidelines and monitor all HIV/AIDS Workplace Programmes, through a Committee comprising the following:

- Council Chairperson;
- One representative from the Employers Organisation with sufficient experience and knowledge of HIV/AIDS issues;
- One representative from the Trade Unions with sufficient experience and knowledge of HIV/AIDS issues;
- One person, preferably from the industry, living with HIV/AIDS;

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- One representative from an organisation involved in HIV/AIDS.
- One-woman representative

(6) Local Joint Committees shall also have HIV/AIDS Sub-Committees in line with the composition set in (5) above.

PART III

RESTRICTIONS ON EMPLOYMENT IN THE INDUSTRY

Employment of Journeymen, Skilled Workers Class 1 and Apprentices on any work in the industry

18. (1) An employer shall not employ on journeyman's work any person other than—

- (a) a journeyman;
- (b) a Skilled Worker Class 1, as registered in the relevant designated trade;
- (c) an apprentice.

(2) An employer may employ a foreman, a journeyman or a Skilled Worker Class 1 who has successfully served a recognised apprenticeship or an apprentice on any work in the industry.

(3) An employer may employ on skilled worker's work, as defined in Schedule I, any person registered by the Apprenticeship Branch of the relevant Ministry as a skilled worker:

Provided that any registered skilled worker may perform any work prescribed for lower grades in his trade.

(4) In the event of an employer wrongfully employing any employee on any work, other than that prescribed in Schedules E, F, G or K of this agreement, he shall pay such employee at the rate of wages prescribed in this agreement for Skilled Worker Class 1.

Registration Committee

19. (1) There is hereby established a Committee to be known as the Registration Committee, which shall be responsible for the registration of operators in non-designated trades in the industry and

for such other matters or registrations as may be prescribed in this agreement.

(2) The Registration Committee shall consist of four members of whom:

- (a) two shall be appointed by the employer party; and
- (b) two shall be appointed by the employee party;
- (c) and of the four members, at least two shall hold Skilled Worker Class 1 qualifications or higher.

(3) The Chairman of the Registration Committee shall be elected from the members of that Committee and shall hold office for one year:

Provided that if the Chairman is a representative of the employer party and a representative of the trade union party will be the Chairman in the following year.

(4) The Secretary of the Registration Committee shall be the secretary of the Council or a person employed by the Council, nominated by the Registration Committee.

Registration of operators and learners

20. (1) The provisions of this clause shall apply to operators in non-designated trades, operators and learners.

(2) Application for registration as an operator or learner shall be in such form as may be determined by the Council.

(3) An application referred to in sub clause (2) shall be accompanied by two passport size certified photographs of the applicant, a specimen of the applicant's signature and a fee to be determined from time to time by the secretary of the Council.

(4) On receipt of an application for registration as an operator, the Registration Committee shall consider the application and, if it so desires, interview the applicant and the applicant's employer, and if satisfied that—

- (a) the applicant has completed a period of learner-ship in terms of paragraph (a) of sub clause (5); or
- (b) the applicant qualified in terms of Schedule E;

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(5) Learnership:

- (a) an employer engaging a learner as defined in this agreement shall immediately notify the Council by submitting to it the appropriate completed form of contract;
- (b) contracts of learner-ship shall be made in the form prescribed in Schedule H of this agreement, and shall be registered with the secretary of the Council; and the contracts shall be in triplicate; the original to be in possession of the employer and copies to be retained by the learner concerned and the secretary of the Council; and
- (c) an employer of a learner shall not employ such learner in that capacity beyond the termination of his contract.

(6) An employer shall not employ a person as a learner for a period or periods which, in the aggregate, amount to more than that referred to in his contract, without prior authority of the local joint committee.

(7) Where a learner is called up for any period of National Service, the period of learnership referred to in this clause shall be extended by any such period of National Service.

(8) Where it appears to the Registration Committee, that a certificate of registration, issued in terms of this clause, or in terms of a similar provision in any previous agreement of the Council, was issued in error or as a result of false or incorrect information, the Registration Committee may cancel that certificate, and, in such case, shall require the person to whom it was issued to surrender it to the Council.

(9) Where a person to whom, a certificate of registration has been issued in terms of this clause, applies for the issue of a copy thereof, the Registration Committee may issue such copy to such person upon payment of a fee, determined by the secretary of the Council from time to time.

Trade tests

21. (1) Trade tests shall be conducted by the relevant department in the Ministry of Higher and Tertiary Education, or such other ministry/department responsible for manpower development.

(2) Any costs incurred in the conduct of a trade test shall be borne by the applicant.

Private work

22. (1) No employer shall require or allow any of his employees to undertake any work in the motor industry elsewhere other than in his establishment, except when such work is in execution or completion of an order placed with such employer.

(2) No employee shall—

- (a) solicit or take orders for, or undertake work for gain or otherwise, in the motor industry, other than for his employer;
- (b) engage in trading in motor-vehicles or accessories for gain or reward on his own account, or on behalf of any person or firm other than his employer; and
- (c) any employee contravening the provisions of this sub clause shall be subject to the provisions of the Code of Conduct and Grievance Procedure as set out in Schedule B.

PART IV

MINIMUM WAGES AND ALLOWANCES

Preservation of existing rates

23. No employee who at the date of commencement of this agreement or amendment thereof, is in receipt of a higher wage for his particular occupation than the wage prescribed in this Agreement shall, by any reason of this Agreement, suffer any reduction in his wage.

Minimum rates of wages

24. (1) No employer shall pay wages less than the minimum rates which may be set by Council for the motor industry and for each grade from time to time.

(2) Employers are, however, encouraged to pay more than the minimum rates if they are able to do so in order to retain and motivate staff and in this regard be guided by the dollar value principle.

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(3) Where an employer in contravention of this agreement, employs on journeyman's, skilled worker's and/or operator's work a person other than a person referred to in clause 18, the employer shall, subject to the provisions of that clause and the provisions of section 74 of Act, be liable to pay that person at the prescribed journeyman's, skilled workers or operator's rate, as the case may be, for the full period during which he is employed.

(4) Night shift employees engaged on night shift shall be paid at the rate of one and one quarter times the wages paid for such employees' ordinary day shift.

(5) Wages will be in United States dollars (US\$) or in a currency adopted by government.

Grade	RATES EFFECTIVE: NOV—DEC 2010			RATES EFFECTIVE: JAN—JUNE 2011		
	<i>Per Hour</i> \$	<i>Per Week</i> \$	<i>Per Month</i> \$	<i>Per Hour</i> \$	<i>Per Week</i> \$	<i>Per Month</i> \$
1	1,01	45	193	1,09	48	207
2	1,08	48	207	1,16	451	221
3	1,16	51	221	1,24	55	237
3 (48 Hours)	1,06	51	221	1,14	55	237
4	1,28	56	243	1,37	60	261
4 (48 Hours)	1,17	56	243	1,25	60	261
5	1,40	62	267	1,51	66	287
5 (48 Hours)	1,29	62	267	1,38	66	287
6	1,54	68	294	1,66	73	315
6 (48 Hours)	1,42	68	294	1,52	73	315
7	1,70	75	324	1,82	80	347
8	1,94	85	369	2,08	91	396
9	2,21	97	420	2,37	104	451
10	2,52	111	479	2,70	119	514
11	2,87	126	546	3,08	135	586

(6) Details on the grades are contained in Schedule L.

Payment of wages

25. (1) Wages, salaries and overtime shall be paid in full if weekly, on Friday, if monthly, by the last day of the month, unless if that day falls on a weekend then payment must be made by the last Friday of the month or any other day approved by the Council, in cash or through a deposit in the employee's bank account or as a result of a mutual agreement between employer and employee, by cheque.

(2) Payment of salaries, wages and overtime shall be accompanied by a pay advice slip or wage-envelope showing—

- (a) name and designation of employee;
- (b) rate of pay per hour and per week/month;
- (c) pay period and total number of hours worked;
- (d) amount of overtime, if any;
- (e) vacation days accrued to date;
- (f) amount of travelling time;
- (g) amount of housing, transport and other allowances;
- (h) deductions permitted in terms of clause 32; and
- (i) net amount paid.

(3) Where, in any establishment, work is performed by employees organized in teams, each employee shall be paid his earnings by the employer.

Overtime

26. (1) An employer shall not require or allow an employee to work overtime except—

- (a) on emergency work;
- (b) on essential services;
- (c) where the exigencies of the particular case demand that work shall be completed sooner than would be possible by working the prescribed hours in, or as may be laid down in accordance with clause 10 or 11:

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Provided that no employer shall require or allow an employee to work, and no employee shall work overtime in excess of twenty-two hours in any one week.

(2) An employee requested by his employer to work outside his ordinary hours of work, shall not, without good and sufficient reason, refuse to do so, *provided* that an employer shall give an employee not less than one hour's notice of the requirement to work overtime.

(3) For all employees overtime shall be calculated as follows:

- (a) During normal working days, times one and half the hourly rate;
- (b) During weekends and public holidays, double the normal hourly rate;

Provided that for establishments that work on Saturdays, overtime for that day shall be at double time.

- (c) For nightshift employees, double the rate of wages normally paid for nightshift in terms of sub clause (4) of clause 24 for any additional hours worked in such shift.
- (d) All public holidays shall be paid at double the employee's current hourly wage for any hour or part of an hour worked.
- (e) For the purposes of overtime, any part of an hour worked shall be treated as a full hour.

Transport Allowance

27. Shall be negotiated and agreed at plant level.

Housing Allowance

28. Shall be negotiated and agreed at plant level.

Travelling Allowance

29. (1) Where work is done away from the employer's establishment or the employee's usual place of work, necessitating travelling, the employee sent to do such work shall be provided with first class rail or luxury coach travel if available, to and from the job, and in the event of the employer requiring the employee to travel by

other methods other than by train or luxury coach, the employer shall provide the necessary transport or should he agree to an employee providing his own transport, the employer shall meet the cost of such transport at a rate set by Council from time to time.

(2)—

- (a) travelling time shall stand by itself for payment and shall be exclusive of any time spent on any work performed by an employee at his normal place of work prior to a journey or performed at his outer destination after completing a journey, which is payable at the rate applicable; and
- (b) travelling time by train shall include thirty minutes before and thirty minutes after the train's arrival and departure; and
- (c) detention at out-station or any time spent at out-station awaiting return transport shall be included as travelling time; provided that such detention is not the fault of the employee.

(3) For each ordinary working hour spent by an employee in travelling, he shall be paid his current rate of ordinary pay:

(4) Maximum travelling and detention pay for each hour outside ordinary working hours spent by an employee in travelling, he shall be paid half his current rate of ordinary pay:

Provided that he shall not be paid more than nine hours travelling pay, at ordinary rates, whether for time within or outside ordinary working hours, in any period of twenty-four hours of continuous travelling time, calculated from the commencement of a journey, including waiting and detention time; for the purposes of this sub clause, Saturday, Sunday and all public holidays shall be regarded as ordinary working days for the computation of travelling pay.

Subsistence Allowance

30. Where an employee is required by his employer to perform work at some place other than his normal place of work which necessitates the employee's accommodation away from his place of residence, the employer shall—

- (a) provide the employee with appropriate board and lodgings; or

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- (b) pay the employee an allowance at the rate of ten per centum (10%) of Grade 8 monthly wage per day for accommodation for each full day and three per centum (3%) of Grade 8 monthly wage per each meal.

Productivity Pay Scheme

31. Every employer shall have a productivity pay scheme with the guidelines provided in Schedule C or any other schemes approved by Council.

Deductions authorised from wages

32. (1) Subject to the provisions of Section 12A of the Act, an employer shall deduct from the wages due to an employee—

- (a) any amount due to the Council in terms of clause 51;
- (b) any subscriptions to a pension, medical or such other fund covered in terms of any other collective bargaining agreement operative under, or approved by the Council; and
- (c) any contributions due to a registered trade union approved by the Council, on the written statement from the union, to individual employers to the effect that the said union is in possession of a signed stop order from the employee concerned and the contributions so deducted shall be on a form prescribed by Council and shall be forwarded to the secretary of the Council not later than the fifteenth day of the month following collection and the secretary of the Council shall remit the total amount, minus the commission, received to the financial institution so appointed by the union; and
- (d) any amount for which the employer is compelled by law, ordinance or legal process to make payment on behalf of an employee; and
- (e) any rental paid by the employer on behalf of the employee; and
- (f) where an employee is charged rent for accommodation belonging to or which he rents from his employer, an amount not exceeding *twenty-five per centum (25%)* of his monthly basic wage; and

- (g) with the written consent of the employee and the acceptance by the employer, any amount in respect of instalment payments towards such employee's ownership of a house, and interest thereon, and the lease or purchase of the land on which to build or to extend such house.

(2) An employer may deduct from the wages, overtime, leave pay or payment in lieu of leave due to an employee—

- (a) when an employee has been absent from his work, *pro rata the* value of time so lost;
- (b) with written consent of the employee and its acceptance by the employer deductions for insurance, pension, medical aid, benevolent and provident funds;
- (c) any amount due to an employer for goods, services or moneys supplied by the employer to the employee who has agreed in writing to such deductions; and upon termination of employment, deductions in terms sub-clause (4) of clause 13.

(3) Except for what is provided for in this Agreement, an employer shall make no deduction whatsoever from the wages, overtime, leave pay or pay in lieu of leave due to an employee.

PART V

PUBLIC HOLIDAYS, LEAVE AND TIME OFF

Paid public holidays

33. (1) Every employee shall be granted leave of absence by his employer on all public holidays so designated by the Government and, for each day on which leave of absence has been granted, the employer shall pay the employee wages which he would have received from the number of ordinary hours of work usually performed on any working day.

(2) If an employer requires an employee to work on a public holiday he shall pay the employee at the rate laid down in clause 26.

(3) Should an employee absent himself on the working day preceding or following a public holiday without the consent of his

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employer, he shall not be entitled to payment of wages in terms of this sub clause for the holiday or holidays following or preceding his absence, as the case may be.

(4) When a public holiday falls on a Sunday, the succeeding Monday shall take the place of the day following as a paid holiday in terms of this clause.

(5)—

- (a) when Christmas Day falls on a Saturday, the following Monday shall be a paid public holiday in terms of this clause; and
- (b) when any other public holiday falls on a Sunday, the succeeding day shall take its place as a paid holiday in terms of this clause.

Vacation leave and payment in lieu of leave

34. (1)—

- (a) unless more favourable conditions have been provided for within the contract of employment, employees who have completed at least one year of service shall be entitled to thirty days of paid vacation leave per annum;
- (b) thirty days referred to in (a) above shall include weekends and public holidays.

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

- (i) who is required to be absent from duty on the instruction of a medical practitioner because of contact with an infectious disease;
- (ii) who is subpoenaed to attend any court in Zimbabwe as a witness;
- (iii) who is required to attend as a delegate or office bearer at any meeting of a registered trade union representing employees within the industry, in which, the employee is employed;
- (iv) who is detained for questioning by the police;
- (v) on the death of a member of the immediate family (spouse, parent, child, or legal dependant);
- (vi) on any justifiable compassionate ground.

(3) All employees who, at the time of coming into operation of this Agreement have already completed at least one year of service with the same employer, shall be entitled to enjoy the conditions of this sub-clause with immediate effect:

Provided that no employee shall have the right or be obliged to take leave until he has become entitled to thirty days as prescribed in (1) (a) above.

(4) Employers shall pay to employees who are entitled to leave in terms of the foregoing, the employee's current wages for the period of leave, and such payment shall be made no later than three days prior to the commencement of such leave.

(5) An employer, if requested to do so by an employee, may pay the employee up to seventy-five percent of the total leave accrued in lieu of leave provided that the employee has at least thirty days of accrued leave and remaining portion of leave accrued is taken at the same time.

(6) Leave shall be taken at the reasonable convenience of the employer and after no less than thirty days' notice on either side, or otherwise by mutual consent.

(7) In determining the qualification for leave, continuity of employment shall be deemed not to be interrupted by the absence of the employee through illness or incapacity due to an accident sustained while at work or on duty.

(8) No employee shall, for a fee, gain or reward, engage in his normal occupation during the period of leave.

(9) Should an employee die or be incapacitated from continuing his employment, the amount that has accrued in respect of his leave shall be payable to his estate or to himself, as the case may be.

(10) Vacation leave shall accrue in terms of this section to an employee, at the rate of thirty days in any one-year of service subject to a maximum of ninety days paid vacation leave.

(11) Subject to the provisions of clause 13(4), if an employee leaves employment for any cause whatsoever, he shall be paid by such employer cash in lieu of leave accrued for the period he was employed.

Apprenticeship leave

35. (1)—

- (a) for the purpose of this clause, “apprenticeship leave” means any leave accrued to an employee in terms of a contract of apprenticeship and still due to him at the time of completion of his apprenticeship;
- (b) accrual rate for apprentices at one and half days per month and a total of eighteen days per year.

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

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

Time off

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

(2) The additional hours referred to in sub clause (1) for each day’s time off must be worked on not less than two days during the period referred to in that sub clause.

(3) Notwithstanding anything contrary in this agreement, an employee who works additional hours as described in this clause shall be paid his ordinary rate in respect of all such additional hours.

(4) Before any additional hours are worked in terms of this clause, the employer shall submit to the secretary of the appropriate local joint committee, a statement giving the name of the employee concerned, the date or dates on which the employee intends to absent himself from work and the date and times at which it is intended that the employee shall perform additional hours of work.

(5) Where an employee who has worked additional hours as provided in sub clause (1) is dismissed by his employer prior to the granting of the unpaid time off in consideration of which the additional hours were worked, his employer shall pay, and the employee shall accept, in respect of all such additional hours worked, not less than—

- (i) one and one half times the employee's ordinary rate of all such additional hours in respect of which, the employee has not yet received payment;
- (ii) half the employee's ordinary rate for all such additional hours in respect of which the employee has already received payment in terms of sub clause (3).

Absence from work: illness

37. (1) Sick leave shall be granted in terms of this section to an employee who is prevented from attending his duties because he is incapacitated due to illness or accident or undergoing medical treatment not occasioned by his failure to take reasonable precautions.

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

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

(4) If during any one year-period of service, the period or aggregate period of sick leave exceeds—

- (a) ninety days sick leave on full pay; or
- (b) subject to (3) above one hundred and eighty days leave on full and half pay;

the employer may terminate the employment of the employee concerned.

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Maternity leave

38. (1) Maternity leave shall be granted in terms of this section for a period of ninety-eight days on full pay, to a female employee, upon production of a certificate signed by a registered medical practitioner or State Registered Nurse certifying that she is pregnant.

(2) A female employee may proceed to maternity leave not earlier than forty-five days and not later than twenty-one days prior to the expected date of delivery.

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

(4) Paid maternity leave shall be granted only once in any period of twenty-four months i.e. two years; calculated from the day any previous maternity leave was granted.

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

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

(7) A female employee on maternity leave shall not be prejudiced of any rights or benefits, which could have been due to her had she not gone on maternity leave e.g. promotion, pension, leave accrual, bonus etc.

(8) Upon resumption of duty or return from maternity leave, a female employee shall during each day, be granted at her request, at least one hour or two half hour periods as she may choose during normal working hours for the purpose of nursing her child for a period of six months.

(9) The portion or portions referred to in (9) above may be combined with any normal breaks as to constitute longer periods that she may find convenient for the purpose of nursing the child.

Occasional leave

39. Refer to Clause 34 (2) of this Agreement.

PART VI

WORKERS' COMMITTEES AND WORKS COUNCILS

Statement of intent

40. It is the intention of the parties to this Agreement to continue promoting good industrial relations. In doing so two most important principles are underlined—

- (a) the vital role of collective bargaining, carried out in a reasonable and constructive manner between the registered employers association and the registered trade unions;
- (b) the importance of good relations between employers and workers in every establishment based on trust and confidence.

Right to participate in the workers committee

41. Every worker shall have the right to participate in the formation of a workers committee and to undertake tasks on behalf of a workers committee.

Aims and objects

42. The aims and objects of the workers committee shall be—

- (a) to act as a direct link and means of communication between the employer and workers at the shop floor level;
- (b) to provide a means for the presentation of discussion with management of workers requests and grievances;
- (c) to promote stability and good worker/employer relationship and to encourage the settlement of differences and disputes by conciliatory methods;
- (d) to promote productivity and generate a stable and good atmosphere within the establishment and especially within the working environment;

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- (e) to promote the interests of the workers whom they represent by maintaining regular contact with them;
- (f) to ensure that if a fellow worker seeks their advice in respect of any grievance or disciplinary matter that at least one member of the committee is available to render such advice and assistance as may be required;
- (g) to co-operate with the registered trade union in ensuring where applicable, that the collective bargaining agreement or any other legislation applicable to the industry are observed to the mutual benefit of all workers and management.

Composition of Workers Committee

43. (1) A workers committee shall comprise not less than three and not more than fifteen workers representatives who shall be selected in such manner as to represent equally all sectors of the workers in the establishment.

(2) Representatives shall be elected upon a majority vote by secret ballot at a meeting where not less than two thirds of all workers at the establishment are present in person.

(3) Members of a workers committee may, from among themselves, elect—

- (i) a chairman who shall be responsible for presiding over all meetings; and
- (ii) a secretary who shall be responsible for taking minutes in a meeting and for keeping any records that the chairman may require to be kept.

Meetings

44. (1) The procedure to be followed by a workers committee at its meetings shall be as simple and as informal as possible, and a workers committee shall act in such manner and on such principles as it deems best suited to represent the interests of the workers whom it represents.

(2) The workers committee shall meet at the times and dates suitable to the majority of the committee members and in any event,

shall meet not less than once per month outside the normal working hours of the establishments.

(3) The quorum required for meetings shall be fifty *per centum* of the elected committee members.

(4) Matters requiring a decision by a workers committee shall be decided by a majority vote and in case where there is an equally split vote, the chairman shall have a casting vote in addition to his deliberative vote.

Tenure of office

45. (1) The term of office of a workers committee shall be two years after which elections shall take place.

(2) A member of a workers committee shall be eligible for re-election.

(3) A member of a workers committee may be removed from office by a majority vote of two thirds of the workers in the establishment.

(4) A member who ceases to be employed in the establishment shall also cease to be a member of the workers committee of that establishment.

(5) A worker may only be eligible to become a member of the workers committee if he has been employed in the establishment for one year or more (and then only if he is able to read, write and converse in English).

(6) Where a vacancy occurs in a workers committee, the workers shall if they so desire, elect another worker onto the committee. Such worker shall hold office until the next election.

Matters which fall within the portfolio of the workers committee

46. —

- (a) all matters of mutual interest to the workers and management;
- (b) prevention of accidents, elimination of health hazards;
- (c) provision of welfare and community services;
- (d) HIV/AIDS workplace interventions;

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- (e) housing where this is applicable;
- (f) improvement of working and living conditions;
- (g) implementation of agreements reached between management and the workers committee;
- (h) the avoidance of disputes and other acts, which are not conducive for productivity or good relationships;
- (i) the prompt settlement of disputes at the lowest possible level;
- (j) the explanation and clarification of work place rules and regulations to co-workers and, where applicable, to wives and families of workers.

Works Council

47. (1) In every establishment where a workers committee has been elected, there shall be a works council.

(2) A works council shall be composed of an equal number representing the employer and the workers committee, including a chairperson.

(3) The size of the works council shall be a matter of mutual agreement between the employer and the workers committee at enterprise level.

(4) The works council shall draw up a constitution which will guide its operations.

(5) The procedure of a works council shall be as determined by its Constitution.

Scope of Works Council discussions

48. The functions of the works council shall be:

(1) To focus the best interests of the establishment and employees on the best possible use of its human, capital and other resources, so that maximum productivity and optimum employment standards may be maintained.

(2) To foster, encourage and maintain good relations between the employer and employees at all levels and to understand and seek solutions to their common problems.

(3) To promote the general and common interest, including the health, safety and welfare of both the establishment and its workers.

(4) In general, to promote and maintain the effective participation of employees in the establishment and to secure mutual cooperation and trust of employees and their representatives, in the interests of industrial harmony.

(5) To be consulted about proposals relating to the following:—

- (a) the restructuring of the work place caused by the introduction of new technology and work methods;
- (b) product development plans, job grading and training and education schedules affecting employees;
- (c) partial or total plant closure, mergers and transfers of ownership;
- (d) implementation of the employment Code of Conduct and amendments thereof;
- (e) criteria for merit increases or payment of discretionary bonuses;
- (f) subject to the provisions of Section 12(C) of the Labour Act, the retrenchment of employees, whether voluntary or compulsory.

(6) Before an employer may implement proposals relating to any matter referred to in sub clause (5) the employer shall—

- (i) afford the members of the works council representing the workers committee, representations and to advance alternative proposals;
- (ii) consider and respond to the representations and alternative proposals, if any, made under subsection (1) above, and if the employer does not agree with them, state the reasons for disagreeing;
- (iii) attempt to reach consensus with the members of the works council, representing the workers committee on any matter referred to in subclause (5).

(7) Meetings and the business of the works council shall be conducted in the following manner:—

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- (a) it shall normally meet once per month during working hours on a date and time as the chairman may from time to time determine;
- (b) items for the agenda shall be submitted in writing to the chairman at least five working days before the meeting is to be held and the chairman shall prepare an agenda for circulation to all those supposed to attend. Except with the permission of the chairman, no issues may be discussed at meetings other than those placed on the agenda;
- (c) the attendance at meetings shall be restricted to elected members and appointed members:

Provided that the works council have the power to co-opt additional members in an advisory capacity on specific items only.

(8) The quorum for a meeting shall be two elected members and two appointed members. If, within fifteen minutes of the time fixed for any meeting, a quorum is not present, the meeting shall stand adjourned for five working days at the same time and same place, except where the adjournment date falls on a public holiday, in which case the day following shall suffice.

(9) Recommendations made by the works council shall normally be unanimous and shall be recorded in the minutes.

(10) Minutes of meetings shall be recorded by one of the elected members in his capacity as secretary of the works council, and such minutes shall be circulated to all members of the council not later than seven working days after each works council meeting has been held.

PART VII

ADMINISTRATIVE PROVISIONS

Exemptions

49. (1) The Council may grant exemptions from any of the provisions of this agreement as follows—

- (i) on account of old age;
- (ii) on account of infirmity;

- (iii) for any other good and sufficient reason and applications for exemptions in terms of this clause shall only be made after the issue has been discussed at the establishment's works council or with the employees to be affected;
- (iv) the application must be accompanied by a copy of the minutes at which the matter was discussed and decision or recommendation made to apply for exemption;
- (v) a copy of the minutes referred to in (iv) above must have been signed by representatives of the employer and workers committee.

(2) The Council shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any exemption certificate, whether or not the period for which exemption was granted has expired.

(3) The secretary of the Council shall issue to every person granted exemption a certificate, signed by him setting out—

- (a) the full name of the person concerned; and
- (b) the provisions of the agreement from which exemption is granted;
- (c) the conditions subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The secretary of the Council shall—

- (a) inform the applicant, in writing, of the decision of the Council, which may or may not give reasons for such decision;
- (b) number consecutively all certificates issued;
- (c) retain a copy of each certificate issued and forward a copy to the Registrar of Labour Relations;
- (d) where exemption is granted to an employee, forward a copy of the certificate to the employer concerned.

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Union dues and notification of membership

50. (1) Upon registration of this agreement, the trade unions shall furnish the secretary of the Council with a full list of their members, and thereafter notify resignations from, and admissions to membership to the secretary of the Council.

(2) Upon engaging any person to whom the terms of this agreement apply, the employer shall record the name of such employee as a new employee and the date of his engagement in his next return to the Council in terms of clause 51.

(3) In the event of such employee being a member of the trade union the secretary of the Council shall inform the trade unions of the establishment at which such member is employed. Upon receipt of such notification, the trade union shall inform the employer of the amount of such employee's trade unions dues to be deducted in terms of paragraph (c) of sub-clause (1) of clause 32:

Provided that if a new employee declares to his employer his membership of the trade union in favour of which a stop order is held by the trade union, the employer shall deduct the declared dues with immediate effect.

(4) The trade unions may request the secretary of the Council to ascertain from Council records whether any union member is employed in the industry, and if he is so employed, inform the trade unions of his place of employment.

(5) Resignation from, or admission to membership of the trade unions shall be advised by the trade union to individual employers, provided that, in the case where any employee has, in writing, notified his trade union of his resignation from the union's membership and has furnished a copy thereof to his employer, should the trade unions not notify the employer within four weeks from the date of such notice, the employer shall cease to make deductions of trade unions dues in respect of such employee.

(6) No trade union dues payable by employees who are members of such trade union shall be paid to the trade union other than by way of deduction from such employee's wages in terms of paragraph (c) of sub clause (1) of clause 32 i.e. through the check off system.

Administration of the Council and monthly returns

51. (1) For the purpose of meeting the expenses of the Council, as referred to in sub clause (1) of clause 11 of the Council's constitution, each employer shall deduct from the salary/wages of each of his employees whose conditions are determined by this Agreement, an amount to be determined by Council. The amount is currently set at US\$2,00 per employee per month.

(2) Each working employer shall pay monthly an amount of US\$2,00 per month.

(3) To the amount deducted from employees in terms of sub-clause (1) the employer shall add a like amount for each employee and together with any contributions which may be due in terms of sub-clause (2), remit the whole to the Council monthly on a form prescribed by the Council.

(4) The contributions referred in sub-clause (3) above, including any union dues or contributions to any fund that Council may introduce, must be received by the secretary of the Council on or before the fifteenth day of the month following that to which they refer.

Late payment to Council

52. (1) Failure to remit to Council, by due date, any Council contribution, the trade unions contributions or any other contribution or levies due to the Council, the employer shall be liable to a penalty to be determined by the Council.

(2) When calculating returns for outstanding contributions, Council may use the minimum rates applicable at the time of calculation, provided that if Council has information that the establishment was paying above the minimum, then higher rates may be used.

(3) Council shall use any other means to recover contributions from employers including, but not limited to, reference to law firms.

Declaration by employers

53. (1) Every employer—

- (a) upon whom the terms of this agreement are binding shall, within 30 days of the coming into force of this agreement, notify the secretary of the Council of the following particulars—
 - (i) full name(s);
 - (ii) trading name;

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- (iii) business address;
- (iv) address of garage or motor establishment; and
- (v) the trade or activities which he is carrying out in the industry;
- (vi) in the case of a corporate body, including a public company, or a partnership, the names and addresses of the directors, partners and manager or agent:

Provided that, if the particulars required in terms of this sub-clause appear in a current register kept by the Council, the employer shall be deemed already to have complied with this sub-clause:

- (b) who enters the industry after the coming into operation of this agreement shall, within thirty days of commencing business, supply the secretary with the particulars set out in paragraph (a).

(2) The Council shall enter the trading name of every employer on the register of employers.

(3) An employer shall within thirty days notify the Council in writing, of any alteration in the particulars notified to the Council, and of any change of personnel in the business, and, in the case of a registered company, of any change of manager or agent whose name was submitted to the Council.

(4) In the event that the employer fails for any reason to notify the Council of commencement of operations or alterations thereof or does not provide adequate information, the Council shall for the purposes of levying, presume that the establishment has been in operation for a period of at least one year and calculate any arrears due, including interest and penalties.

(5) Every employer on ceasing trading operations, shall advise the Council in writing at least thirty days before the date of ceasing trading operations.

Records to be kept by employer

54. (1) Every employer shall keep records of all employees that will enable a designated agent to establish details of the following:—

- (i) the employee's name;
- (ii) his National Registration number;
- (iii) his company identification number where applicable;
- (iv) his rate of pay;
- (v) dates and number of ordinary hours worked and pay date;
- (vi) dates and number of overtime hours worked and pay due;
- (vii) deductions (to be specified);
- (viii) leave record;
- (ix) permanent address;
- (x) next of kin and his permanent address;
- (xi) reasons for absence from work; and
- (xii) any other benefits including their value.

(2) Every employer shall either—

- (a) obtain the signature of his employee in the time and wage book for moneys received; or
- (b) give each employee a written extract from the records required to be kept in terms of sub clause (1), showing—
 - (i) the name of the employee;
 - (ii) the employee's designation;
 - (iii) the amount of the employee's wages;
 - (iv) the period for which payment is made;
 - (v) the amount of ordinary overtime;
 - (vi) any other additions, such as bonus pay;
 - (vii) deductions for absence without leave or other deductions authorized in terms of clause 32; and
 - (viii) the net amount drawn by the employee; or
- (c) obtain the employee's signature on the "tear off" portion of an envelope, which shall show the employee's name, the date of payment and the net amount due.

Trade union representatives on the Council

55. Every employer shall give to those of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

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Working employers, owners, partners or directors

56. Any employer, owner, partner or director who wishes to operate a business in any designated trade, who himself is not a journeyman or a Skilled Worker Class 1, shall employ a journeyman or Skilled Worker Class 1.

Exhibition and availability of agreement

57. (1) Every employer shall make available a copy of this Agreement to the workers committee.

(2) Council will avail to all establishments copies of the Agreement and amendments thereof at a fee to be determined by the Council.

Agents

58. (1) The Council shall appoint its designated agents in terms of the relevant section of the Labour Act to assist in giving effect to the terms of this Agreement, and it shall be the duty of all employers and employees in the industry to permit such persons to institute such inquiries and to examine such books or documents as may be necessary for ascertaining whether the provisions of the agreement are being complied with.

(2) The Council shall be the body responsible for the administration of this Agreement, and may issue expressions or opinions not inconsistent with its provisions for the guidance of employers and employees.

Application

59. No employer or employee may waive any provision of this Agreement whether or not the said provision creates a benefit to, or obligation on the employer or employee concerned. Each provision shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provision of this agreement being inoperative or *ultra vires* the powers of the parties or the Act or regulations made thereunder, either before or after registration of this agreement under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall, in that event, constitute the Agreement.

NB: For the avoidance of doubt, where there is a conflict of the regulations or Collective Bargaining Agreement and the Labour Act, the later prevails. The former will only take precedence where provision is made for more favourable conditions.

Declaration

60. The employers organisation and the trade unions, having arrived at this agreement set forth herein, the undersigned hereby declare that the foregoing is the Agreement arrived at, and affix their signatures thereto:

Signed at Harare on behalf of the parties on the 24th day of November, 2010.

I. MUREFU,
Chairman—National Employment Council for the Motor Industry.

P. N. CHIPAMURIWO,
for and on behalf of the Motor Industry Employers Association of
Zimbabwe.

T. UTEDZI,
for and on behalf of the Automotive and Allied Workers Union of
Zimbabwe.

S. MARI,
for and on behalf of the Motor Trades Workers Union of
Zimbabwe.

N. S. ZENGENI,
General Secretary—National Employment Council for the Motor
Industry.

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SCHEDULE A

FORM OF DECLARATION BY AN EMPLOYER IN THE INDUSTRY IN
TERMS OF CLAUSE 53 OF THE AGREEMENT

To: The General Secretary
National Employment Council for the Motor Industry

I/We

trading as

hereby declare that I/we am/are employer/s in the Motor Industry, as defined in
the Agreement of the National Employment Council for the Motor Industry.

1. My/Our business is: a sole proprietorship
: a partnership
: a limited liability or public company
(Delete the inapplicable)

2. The names(s) of the proprietor and/or partners or directors are—

<i>Full names (please print)</i>	<i>Residential address</i>
(1)
(2)
(3)

(if there is insufficient space, please use the back of this form)

3. The address at which the business will be carried on is—
(Physical Address).....

P.O. Box Telephone No.

4. The nature of the business to be carried on, coming within the scope of
Collective Bargaining Agreement for the Motor Industry is

5. Date of commencement of business, as described above:

(Signed)

[State in what capacity signed, e.g. proprietor, partner, manager, etc.]

Signed at on this day of (month) year

SCHEDULE B

CODE OF CONDUCT AND GRIEVANCE PROCEDURE

For the purposes of this Code of Conduct and Grievance Procedure, “authority” means The National Employment Council for the Motor Industry.

A. CODE OF CONDUCT

1. The purpose of this code of conduct is to provide a uniform procedure for corrective action in all instances where a party is alleged to have been involved in behaviour of a kind, which might be expected to result in suspension, dismissal, or other kinds of penalties.

2. It is the employer’s prerogative to set standards of conduct and performance at the workplace and to maintain discipline. The administration of discipline must be seen to be consistent, in that equal treatment is meted out for similar offences. Further, before a party can be held accountable for breaches of rules and regulations of an establishment, he must be made aware of them through the latter being displayed on an official company notice board, or being circulated by memorandum to each worker on his contract of employment.

Offences

3. Under this code, offences shall be categorized as follows—

- (a) Moderate offences—
 - (i) absence from work for a period of less than five days;
 - (ii) incompetence or inefficiency in the performance of work;
 - (iii) breach of safety rules;
 - (iv) neglect of duties;
 - (v) breach of written company rules or conditions of employment;
 - (vi) asleep on duty (where the offence is not serious one);
 - (vii) negligent loss, damage or misuse of company property of a minor nature;
 - (viii) disobedience;
 - (ix) poor time keeping;
 - (x) behaviour likely to prejudice good order in the workplace;
 - (xi) conduct contrary to the interests of the company or likely to bring the company into disrepute; and
 - (xii) reporting to work under the influence of alcoholic drink or drugs.
- (b) Serious offences—

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- (i) any act, conduct or omission inconsistent with the fulfilment of the express, or implied, conditions of his contract;
- (ii) wilful disobedience to a lawful order given by the employer or a person legally placed in authority above him;
- (iii) wilful and unlawful destruction of the employer's property;
- (iv) theft or fraud, or commits a crime involving dishonesty;
- (v) intoxication that renders him incapable of performing his duties properly;
- (vi) absence from work for a period of 5 or more working days without reasonable excuse.
- (vii) habitual and substantial neglect of his duties;
- (viii) gross incompetence or inefficiency in the performance of his duties;
- (ix) lack of skill, which the employee expressly, or impliedly, held himself out to possess;
- (x) assault or threat on employer, his representative or fellow workers;
- (xi) asleep on duty, or a breach of safety rules where death, injury or disability to the employee, other employees and /or serious damage to, or loss of, the employer's property may result;
- (xii) unlawful collective job action contrary to the provisions of the Labour Act [*Chapter 28:01*]; and
- (xiii) carrying out private work in contravention of clause 22 of the Agreement;
- (xiv) fighting; and
- (xv) sexual harassment.

Code of practice

4.—

- (a) it is the intention of the Code to allow for reformation or corrective action first, before embarking on punitive measures against a party involved in misconduct;
- (b) in pursuance of the above principle, a system of warnings shall be first implemented before any final disciplinary action is taken;
- (c) the warnings are as follows—

Moderate offences

- First breach —Verbal warning recorded in employee's file
- Second breach —Written warning
(*within period of six months of first breach*)

Third breach	—At the discretion of the employer. Demotion or temporary suspension for up to fourteen days without pay <i>(within period of twelve months of second breach)</i>
Fourth breach	—Dismissal <i>(within period of twelve months of third breach)</i>
<i>Serious offences</i>	
First breach	—Final Written Warning <i>(not involving a danger to life or limb, dishonesty or serious destruction/ loss of property)</i>
Second breach	—Dismissal <i>(under first breach above)</i>
First breach	—Dismissal <i>(involving a danger to life or limb, dishonesty or serious destruction/loss of property)</i>

In all cases where written warnings are issued, the party shall sign the same in the presence of a witness. In cases where demotion is used as a penalty, such demotion shall not go beyond two grades/levels, which fall immediately below the employee's own grade.

Formal proceedings of enquiry

5.—

- (a) when the commission of an offence, which warrants a written warning or suspension has been brought to the attention of management, an inquiry shall be conducted in the following manner—
- (b) at a hearing, in terms of this Code, an employee shall have a right to:
 - * at least three working days notice of the proceedings against him and the charge he is facing;
 - * appear in person before the employer or the employer's representative or disciplinary authority as the case may be and be represented by either a fellow employee, worker's committee member, trade union official/officer or a legal practitioner.
 - * call witnesses and have them cross-examined;
 - * be informed of the reasons for a decision;
 - * address in mitigation before the ultimate penalty is imposed.
- (c) a record of the proceedings shall be kept and all complaints and statements shall be attached and shall form part of the record;

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- (d) the hearing official shall—
 - (i) establish the correctness of the particulars of the complaint and inform the party of the allegation against him, ensuring that he fully understands;
 - (ii) invite the party to answer the allegation and give him the opportunity to make pertinent comments and give reasons for any course of action;
 - (iii) having collected the facts, invite the workers representative (if one is present to comment;
 - (iv) adjourn the proceedings for the purpose of further investigation, if felt necessary;
 - (v) the hearing official shall then decide whether or not the party has committed the offence charged and will specify the disciplinary action, if any, to be imposed;
 - (vi) the party shall be informed of the decision reached in sub clause (v) above, as soon as is practicable.

Appeals

6. Should the party be so dissatisfied with the final decision of the hearing official that he desires to appeal, he may do so within fourteen working days, by advising the authority in writing, who shall hear the appeal through its Disciplinary Committee.

**Note.*—It is anticipated that an employer would have an in-house appeal system; this has to be exhausted before any appeal is made to Council.

Any party who is dissatisfied with a decision of the Council's Disciplinary Committee may appeal to the Labour Court within twenty-one working days of receiving the written decision of the Disciplinary Committee.

GRIEVANCE PROCEDURE

1. All employees have a right to seek redress for grievances relating to their employment. A grievance is any dissatisfaction arising out of work situation and shall be divided into individual and collective grievances, i.e. matters of rights and matters of interest, respectively.

2. Individual grievances shall be dealt with firstly by a personnel official or manager and shall not involve workers committee representation. Should the worker be dissatisfied with the outcome, and then the formal procedure specified in respect of collective grievances shall be followed.

Formal proceedings of enquiry into collective grievances

3. (1) When a party raises an issue as a collective grievance, in which he is directly concerned, he shall raise this with his immediate superior who shall

attempt to resolve it. If the grievance is not resolved, it should be brought to the attention of the immediate senior to resolve the grievance.

(2) An query shall be conducted by a member of management in the following manner—

- (a) a record of proceedings shall be kept and all grievances and statements shall be attached to it and shall form part of the record.
- (b) the worker who raised the grievance shall have right to, receive assistance at the hearing by one member of the workers committee from that establishment;
- (c) the member of management hearing the matter shall—
 - (i) establish the correctness of the particulars of the grievance;
 - (ii) invite any party involved to comment on the grievance and to give reasons for any course of action;
 - (iii) having collected the facts, invite the workers committee member (if one is present) to comment;
 - (iv) adjourn the proceedings for the purpose of further investigation, if felt necessary;
 - (v) at the conclusion of the above, the member of management shall sum up and, should a legitimate grievance be found to exist, make a decision that rectifies it.

NB: No grievance should ever be swept under the “carpet” for simmering will continue until it erupts as an explosion.

Appeals

4.—

- (a) should the party be so dissatisfied with the decision of the member of management that he desires to appeal, he may do so, within fourteen working days, by advising the Council, in writing, who shall hear the appeal through its Disciplinary Committee.
- (b) any party who is dissatisfied with a decision of the Disciplinary Committee, may appeal to the Labour Court within twenty-one working days of receiving the written decision of the Disciplinary Committee.

SCHEDULE C

PRODUCTIVITY PAY SCHEME

1. PREAMBLE

- (a) Productivity Objectives

The object of productivity related remuneration is to make the industry more viable and enable employers to pay their employees more competitive wages.

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(b) Productivity Definition

Productivity can be defined as how efficiently and effectively inputs are converted into outputs. Outputs can take the form of products manufactured, goods sold or services provided. In this respect productivity applies to any company, manufacturer, retailer or service business alike.

(c) Productivity General Rules

- (i) employees can participate in a productivity incentive scheme either as individuals or as teams;
- (ii) it is encouraged that targets are set through consultation between management and workers;
- (iii) targets shall be realistic and achievable;
- (iv) targets shall be challenging, i.e. they shall require extra effort on the part of all participants to ensure company viability and growth;
- (v) comebacks and returns shall be debited against the employee's or team's productivity pay due;
- (vi) details of the agreed productivity scheme shall be put in writing to avoid any misunderstanding and shall be signed by both management and worker representatives;
- (vii) the management of productivity programmes shall be carried out transparently, professionally and through effective communication;
- (viii) where an employee or team has not qualified for a productivity incentive, the employee will earn his basic wage.

2. PRODUCTIVITY IMPLEMENTATION

(a) Sales

Each sales related sub-sector shall set monthly or quarterly sales targets, which should be achieved in order for an employee or team to qualify for an incentive in terms of the general rules under (1) (c) above and the formula under (1) (c) applied.

(b) Workshops

For workshops related sub-sectors, productivity shall be measured in terms of chargeable man-hours sold by each mechanic or team against the hours available. The productivity incentive shall be calculated as per the formula under (1).

(c) Administration categories

Each company shall define and agree to standards for each position based on key tasks and expected standards. The actual performance

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is then scored at the end of each month or quarter and the productivity incentive is calculated according to the formula under 1 (c).

3. PRODUCTIVITY FORMULA

The general formula for calculating productivity shall be as follows:

$$(i) \text{ Salary (S)} = \frac{\text{Basic (B) X Productivity (P)}}{\text{Trigger Productivity (T)}}$$

Where:

S = Salary including productivity incentive.

B = Actual basic salary.

P = Productivity score. Basis for calculating P varies on whether or one is looking at sales, workshops or administrative related jobs.

A In the case of workshops, where labour hours are being recovered and charged out or sold is calculated as follows:

$$P = \frac{\text{Hours recovered/Charged /Sold X 100}}{\text{Hours available}}$$

B In the case of goods or services being sold, P is calculated as follows:

$$P = \frac{\text{Actual sales X 100}}{\text{Agreed target sales}}$$

Sales may be expressed in monetary or volume terms e.g. litres, number of units, etc.

C In case of employees providing administrative services, which cannot be measured in terms of hours or goods/services, sold. P is calculated as follows:

P = score out of 100 on actual performance against defined and agreed tasks and standards.

T = Productivity trigger point.

D In the case of workshops and administrative services.

T = 80%

Provided that, where an employee is earning above the minimum as provided for in this Agreement T is calculated as follows:

$$T = \frac{\text{Actual salary X 80}}{\text{Minimum salary}}$$

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An example is where a Skilled Worker Class 1 is earning \$ 30 000.00 whereas the minimum as provided for in this Agreement is \$ 26 450.00, then T is calculated as follows:

$$\begin{aligned} T &= \frac{30\,000 \times 80}{26\,450} \\ T &= 90,74\% \end{aligned}$$

E In the case of goods or services sold.

$$T = 100\%$$

Provided that, where an employee is earning above the minimum as laid out in this Agreement T is calculated as follows:

$$T = \frac{\text{Actual salary} \times 100}{\text{Minimum salary}}$$

An example is where a technical parts salesman is earning \$20 000.00 whereas the minimum as provided for in this Agreement is \$16 100,00, then T is calculated as follows:

$$\begin{aligned} T &= \frac{20\,000 \times 100}{16\,100} \\ T &= 124,22\% \end{aligned}$$

F General Examples

(i) Skilled Worker Class 1

Where:

$$\begin{aligned} B &= \$26\,450,00 \\ \text{Hours available} &= 190 \\ \text{Hours sold} &= 220 \\ P &= \frac{220 \times 100}{190} \\ P &= 115,79 \\ T &= 80\% \\ S &= \frac{26\,450 \times 115,79}{80} \\ S &= \$38\,283,07 \end{aligned}$$

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(ii) Skilled Worker Class 1

Where:

B	=	\$30 000,00
Hours available	=	190
Hours sold	=	220
P	=	115,79
T	=	$\frac{30\,000 \times 80}{26\,450}$
T	=	90,74%
S	=	$\frac{30\,000 \times 115,79}{90,74}$
S	=	\$38 281,90

(iii) Technical Parts Salesman

Where:

B	=	\$16 100,00
Agreed target sales	=	\$2 000 000,00
Actual sales	=	\$2 500 000,00
P	=	$\frac{2\,500\,000,00 \times 100}{2\,000\,000}$
P	=	125
T	=	100%
S	=	$\frac{16\,100 \times 125}{100}$
S	=	\$20 125,00

(iv) Technical Parts Salesman

Where:

B	=	\$20 000,00
Agreed target sales	=	\$2 000 000,00
Actual sales	=	\$2 500 000,00
P	=	125

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$$\begin{aligned}
 T &= \frac{20\,000 \times 100}{16\,100} \\
 &= 124,22\% \\
 S &= \frac{20\,000 \times 125}{124,22} \\
 S &= \$20\,125,58
 \end{aligned}$$

(v) Workshop Receptionist

Where:

KEY TASKS	AGREED PERFORMANCE	ACTUAL PERFORMANCE
1. Booking in vehicles	10	8
2. Communication with customers	10	9
3. Customer follow-ups	10	10
TOTAL	30	27

$$\begin{aligned}
 T &= \frac{27 \times 100}{30} \\
 P &= 90 \\
 B &= \$15\,406,00 \\
 T &= 80\% \\
 S &= \frac{15\,406 \times 90}{80} \\
 S &= \$17\,331,75
 \end{aligned}$$

(vi) Workshop Receptionist

Where:

$$\begin{aligned}
 P &= 90 \\
 B &= \$19\,500,00 \\
 T &= \frac{19\,500 \times 80}{15\,406} \\
 T &= 101,5 \\
 S &= \frac{19\,500 \times 90}{101,5} \\
 S &= \$17\,290,64
 \end{aligned}$$

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Note: Since S is below the employee's basic salary of \$19 500,00, the employee will earn his basic salary of \$19 500,00 in line with clause (1) (c) (viii) above.

SCHEDULE D

SUPPLY OF TOOLS AND EQUIPMENT APPLICABLE TO SKILLED WORKERS CLASSES 1 TO 4 AND OPERATORS GRADES 1 TO 4

1. An employer shall provide each of the above employees with a suitable locker for his tools:

Provided that, in respect of Skilled Workers Classes 3 and 4 and operators Grades 3 and 4, a suitable toolbox shall be provided.

2. Employers shall provide the following articles, if obtainable—

- benches and vices
- emery wheels
- extension lights with a supply of lamps
- files 203 millimetres (8inch) and over
- goggles for welders and/or grinding operations
- grease guns or other greasing apparatus
- hacksaw blades
- jacks and tressles
- mechanic's cradles
- power drilling machines
- rubber boots and rubber aprons for electricians on continuous battery work and handling acids
- rubber gloves
- waste rags

3. Where any of the following articles are required in an establishment, the employer shall provide them, if obtainable—

- blacksmith's tools
- blowlamps
- bolts
- drills, all sizes above 10 millimetre (3/8 inch)
- hammers, 1,36 kilogram (3-pound) and over; hydrometers and electrical testing and fault finding apparatus
- larger soldering irons

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- lifting tackle
- reamers of all sizes
- rivet sets
- spanners for 25 millimetres(1 inch) diameter bolts and all special spanners
- stelson wrenches of over 304 millimetres (12 inches)
- stocks and dies and taps
- valve grinding compound
- valve seat cutters
- wheel pullers
- wringing irons

SCHEDULE E

(Non-designated trades)

JOB CLASSIFICATIONS IN THE INDUSTRY FOR OPERATORS, GRADES 1 TO 4 WHO MAY BE EMPLOYED AS PRESCRIBED IN SCHEDULE K

Operator—Grade 1

To qualify, the employee shall—

- (a) have been a registered operator, Grade 2, for not less than one thousand hours and;
- (b) have completed a contract of four thousand hours as a learner operator, Grade 1 and;
- (c) have attended such courses of technical instruction and passed such tests, including trade tests, as the registration committee may determine or;
- (d) if employed in the industry, have completed at the time of application, not less than eight thousand hours in the industry (or such other allied industry as the registration committee may approve); and have-
 - (i) attained such educational standard; and
 - (ii) attended such technical courses of instruction; and
 - (iii) passed such tests, including trade tests, as the registration committee may determine;

Provided that an operator employed on the reconditioning or fuel injector pumps and governors shall, to qualify, have—

- (a) been a registered operator, Grade 2, in that job classification; and
- (b) completed a contract of two thousand hours as a learner operator, Grade 1.

Operator—Grade 2

To qualify, the employee shall—

- (a) have been a registered operator, Grade 3, for not less than one thousand hours; and
- (b) have completed a contract of two thousand, five hundred hours as a learner operator, Grade 2; and
- (c) have attended such courses of technical instruction and passed such tests, including trade tests, as the registration committee may determine; or
- (d) if employed in the industry, have completed at the time of application not less than six thousand hours in the industry (or such other allied industry as the registration committee may approve), and have—
 - (i) attained such educational standard;
 - (ii) attended such technical courses of instruction;
 - (iii) passed such tests, including trade tests; as the registration committee may determine:

Provided that an operator employed on the reconditioning of fuel-injector pumps and governors shall, to qualify, have—

- (a) been a registered operator, Grade 3, in that job classification for not less than one thousand hours; and
- (b) completed a contract of two thousand hours as a learner operator, Grade 2.

Operator—Grade 3

To qualify, the employee shall—

- (a) have been a registered operator, Grade 4, for not less than five hundred hours; and
- (b) have completed a contract of one thousand hours as a learner operator, Grade 3; and
- (c) have attended such courses of technical instruction and passed such tests, including trade tests, as the registration committee may determine; or
- (d) if employed in the industry, have completed at the time of application, not less than two thousand hours in the industry (for such other allied industry as the registration committee may approve); and have—
 - (i) attended such technical courses of instruction; and
 - (ii) passed such tests, including trade tests; as the registration committee may determine:

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Provided that an operator employed on the reconditioning of fuel-injector pumps and governors shall, to qualify, have;

- (a) been a registered operator, Grade 4, for not less than five hundred hours; and
- (b) completed a contract of one thousand hours as a learner operator Grade 3.

Operator—Grade 4

To qualify, the applicant shall—

- (a) have passed English and Mathematics in the Zimbabwean Certificate of Education (Lower level), or such equivalent examination as may be approved by the registration committee;
- (b) have attended such courses of technical instruction and passed such tests, including trade tests, as the registration committee may determine; or
- (c) have completed, at the time of application, not less than one thousand hours in the industry (or such other allied industry as the registration committee may approve); and have—
 - (i) attended such courses of instruction; and
 - (ii) passed such tests, including trade tests; as the registration committee may determine.

SCHEDULE F

JOB CLASSIFICATIONS: MISCELLANEOUS

Classes of work in the industry on which miscellaneous employees may be employed—

Breakdown service driver;
Breakdown service driver's assistant;
Clerk;
Driver—heavy duty;
Driver—light duty;
Technical parts salesman;
Travelling parts salesman;
Messenger;
Motorcycle driver;
Forecourt cashier;
Forecourt petrol attendant;
Parts picker;

Storeman;
Assistant storeman;
Tea and similar beverages, the making of
Motor vehicle salesman
Watchman;
Workshop receptionist

SCHEDULE G

JOB CLASSIFICATIONS: GENERAL WORKERS

Classes of work in the industry on which general workers may be employed—
Labouring, which includes—

applying rough paints by brush;
batteries, topping up with distilled water when necessary;
batteries, removing and replacing;
buildings, the lime washing of;
carpets, the removing and placing of;
changing, removing and/or replacing of wheels, rims tyres and tubes
for repair;
cleaning of castings;
cleaning of engines, vehicles and components by detergents or other
means, including the application of a power-driven brush;
cleaning of interior trim;
cleaning of radiator cores in cleaning solution;
cleaning, washing, polishing and vacuum cleaning of vehicles;
cleaning of waterways;
cleaning of drains and ablutions;
cranes and lifting blocks, hand or electrical, the operation of;
crates, the making of, for conveyance of packing goods;
decarbonising exhaust pipes and mufflers by hand, as applicable to
motorcycles;
dipping parts in enamels or paints;
draining, filling and/or topping up, as necessary, oil sumps or tanks;
factory, shop, plant, tools, equipment and utensils, the sweeping and
cleaning of;

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fires, the making and maintaining of, and removing ashes and refuse;
filling and/or topping up, as necessary, containers, differentials, fuel
tanks, gearboxes, master cylinders, radiators and steering boxes;
gardens, the attending to;
goods, the assembling, packing, weighting, sorting, and counting of;
goods, the stacking, conveying or delivery of;
hoisting or jacking up of vehicles or components, to raise or lower;
labouring-general, not elsewhere specified;
loading and unloading of vehicles;
manual guillotines, the operating of, by either hand or foot;
masking and cleaning of motor vehicles, in connection with painting;
operating hand or fly presses;
painting of tyres;
parking attendant, vehicles (non-driver);
press brakes, the operating of, excluding setting;
punctures, the repairing of;
rations, the preparing and cooking of;
rivet heating;
riveting blind (“pop”);
hoisting up and/or lowering of engine;
screw heads, bolts and other parts, the touching up of by brush with
paint;
solder, scrap, the melting of and making into soldering sticks;
solder, welding or old paint, the filing of;
Spray-painting materials other than lacquers, gloss or enamels;
stripping of paint by hand or machine without use of chemicals;
treatment of metal by chemical process, for cleaning purposes;
tyres and tubes, the inflating of and/or pressure testing

SCHEDULE H

NATIONAL EMPLOYMENT COUNCIL FOR THE MOTOR INDUSTRY

(registered in terms of the Labour Act [*Chapter 28:01*])

CONTRACT OF LEARNERSHIP: IN TERMS OF CLAUSE 20

This contract of learnership, made and entered into on the day of
..... 20 between
(hereinafter called “the employer”), of the one part, and
..... aged years Months (hereinafter
called “the learner”), of the other part—

Agreement:

1. That the learner does by these present agree—
 - (a) to bind himself to be taught the occupation of
..... for a period of
hours, commencing on the day of20.....
 - (b) to serve faithfully, honestly and diligently the employer, and to obey all lawful and reasonable commands and requirements of the employer or those placed in authority over him;
 - (c) not to disclose or communicate to any person, whatsoever any information relating to the business of the employer;
 - (d) not to be interested, directly or indirectly, either as a paid agent or servant, in any business or undertaking other than that of the employer, and not to absent himself from his employment without the sanction of his employer or those placed in authority over him.
2. That the employer does by these present agree—
 - (a) to bind himself to receive the said learner, for the period stated, and to teach efficiently, or cause to be taught efficiently, the said learner in the occupation specified;
 - (b) to pay the said learner wages amounting to not less than the minimum wage for the industry.
 - (c) to furnish, on request by the National Employment Council, a written report on the progress and conduct of the learner;
 - (d) to endorse and sign this contract on completion of the period specified herein, and to hand it over to the General Secretary of the Council for endorsement and handing the completed document to the learner, as his property.
3. That—
 - (a) with the consent of the Council, this contract may be assigned temporarily or transferred permanently to another employer in the same occupation;
 - (b) if the employer has good grounds for belief that the learner has committed a serious breach of the terms of this contract, or that the learner has conducted or is conducting himself in an unseemingly manner contrary to good discipline, he shall immediately report the matter to the Council;

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- (c) if the employer should commit any serious breach of the terms of the contract, the learner may report the matter to the Council;
- (d) the General Secretary shall, after approval by the Council, be empowered to assign, transfer or cancel the contract, the General Secretary shall be notified by both parties to this contract in the event of any alteration to the contract such as provided for in paragraph (a).

In witness whereof the contracting parties hereto have hereunder set their hands, the day and year afore written.

As witnesses:

(1)
Employer

(1)
Learner

(1)
Parent of guardian

Registered at the office of the National Employment Council for the Motor Industry this day of, 20

.....
General Secretary

TERMINATION

(to be filled in on completion of the terms of learner-ship under this contract)

This is to certify that the within named
has competed his learnership under this contract this day of 20

.....
Employer

Termination noted.

..... 20

.....
General Secretary

SCHEDULE I

JOB CONTENT: SKILLED WORKERS IN DESIGNATED TRADES

Classes of work on which skilled workers in designated trade may be employed—

Motor mechanic—

- (a) skilled worker—Class 1: may undertake work as referred to in clause 18;
- (b) skilled worker—Class 2: reconditioning of all components, namely: engines, gearboxes, differentials, front-end suspension and brakes; replacement of brushes, bearings and bushes in starter motors, generators and alternators, including the running and connecting of wiring;
- (c) skilled worker—Class 3: removal, dismantling and replacement of all components; service supervisor;
- (d) skilled worker—Class 4: operating single purpose machines; of all removal and replacements ancillary vehicle components including body parts.
- (e) workshop hand: assisting generally, including the use of applicable hand tools; bolts and nuts, the threading of, by hand or power; bolts and nuts the placing, the removing, the loosening and tightening excluding the use of torque wrenches; component mounting on test bench and observation whilst on test; drilling with portable drill, not capable of taking drill larger than 13 millimetres in diameter; lubrication, the oiling and greasing of vehicles and machinery and replacing of grease nipples; operating power press brakes or power presses, including setting painting by brush or gun, of axles, engines, brake drums, chassis *et cetera*, and underside or inside of vehicle bodies; removal of all ancillary vehicle components, including body parts;

Automobile electrician—

- (a) skilled worker—Class 1: may undertake work as referred to in clause 18;
- (b) skilled worker—Class 2: reconditioning of all types of generators, alternators and starters, including final testing; designing of wiring looms; testing for electrical continuity;
- (c) skilled worker—Class 3: main beam setting; removing, dismantling and assembling generators, alternators, starters and ancillary electrical components, excluding axial starters, machining of commutators and final testing;
- (d) skilled worker—Class 4: operating single purpose machines; removal and replacement of all electrical components, including connecting of wiring looms and wiring;

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- (e) workshop hand: alternators and generators, the rewinding of armatures and fields stator and/or rotor; assisting generally, including the use of applicable hand tools: baring wire, heating solder, dipping cable into solder and connecting terminals; batteries, connecting for charging and disconnecting when charged batteries, mixing acids for; batteries, the filling with acid, burning on posts, connectors and terminals; bolts and nuts, the threading of by hand or power; component mounting on test bench and observation whilst on test; painting, by brush or gun, of generators and starters, including the underside and inside of vehicle bodies; removal and replacement of ancillary electric components, generators, alternators and starters without shying field coils; undercutting commutators; wiring, running chassis and/or body wiring without final connection.

Panel Beater—

- (a) skilled worker—Class 1: may undertake work as referred to in clause 18;
- (b) skilled worker—Class 2: panel beating, including chasses plotting and or body alignment; spray painting including colour mixing and matching; the repair and welding of chassis;
- (c) skilled worker—Class 3: panel beating, excluding the use of hydraulic equipment material and repair of tanks after degassing;
- (d) skilled worker—Class 4: applying by brush or spray gun, paints to the interior and/or exterior of motor vehicles, up to and including finishing coats; repair of leaks, re-sweating on radiator tanks and harnesses and testing by air pressure; repairing and reassembling of seat frames. Replacing of bumpers, mudguards, doors, bonnets, door panels, radiators, valance shells, grilles, seats, lamps, inside panels, seat covers, floor boards, engine trays and all major components including the removal and replacement of front and rear screens; servicing and refitting door glasses, locks, window regulators, window channels and window seals; the application of solder body filler;
- (e) workshop hand: applying corrosive chemical paint removers; applying non-liquid dust proofing, waterproofing and soundproofing compounds or adhesive by hand; applying of sound deadener materials and anti-corrosive coatings; applying spot putty and synthetic filler, and sanding same; assisting generally, including the use of applicable hand tools; covering seat frames and arm rests with prepared padding materials and fabric coverings; cutting by power hacksaw, power driven abrasive wheel shears or hand cropper, in jigs, stops, templates or pre-set gauges; dismantling seat frame; painting by brush or gun of interior and/or exterior of motor vehicles; including plant and agricultural equipment except for finishing coats; polishing and waxing surfaces by hand or machine; radiators, the feeding of

machines for tubes and fins, cutting ends of waterway, assembling tubes and fins into frames dipping and tinning, the straightening of fins and checking of flow; removing of bumpers, doors, bonnets, door trims, grilles, seats and lamps; removing door glasses, locks, window regulators; window channels and window seals; riveting, excluding pressure vessels, rubbing down, grinding and filing of materials; windows, fixed and movable secured into an aperture by self-sealing rubber section, the glazing of the removing and replacing of door rubbers and weather strips (excluding window screens and rear body windows).

Precision machinist—

- (a) skilled worker—Class 1: may undertake work as referred to in clause 18;
- (b) skilled worker—Class 2: assembly of engine and components; or connecting rod standardizing; or line boring; or crank shaft grinding; or re-boring cylinders and boring sleeves to finished size;
- (c) skilled worker—Class 3: fitting cylinder head inserts and fitting of finished camshaft bushes; grinding of cylinder heads and engine block; simple lathe operations to fixed predetermined size; aligning of connecting rods and fitting of small-end bushes; removal and dismantling of engine components; removal and replacement of valve guides, cylinder head reconditioning; removal of broken studs/bolts, re threading of blind and open holes, studs and bolts and fitting of helicoils;
- (d) skilled worker—Class 4: operating single-purpose machines to given sizes or gauges, including valve facing, but excluding the setting of such machines;
- (e) workshop-hand: assisting generally, including the use of applicable hand tools.

Motorcycle mechanic—

- (a) skilled worker—Class 1: may undertake work as referred to in clause 18;
- (b) skilled worker—Class 2: reconditioning of all components, namely engines, gearboxes, suspension and brakes;
- (c) skilled worker—Class 3: removal, dismantling and replacement of all components;
- (d) skilled worker—Class 4: connecting of wiring looms; decarbonising exhaust systems; operating single purpose machines; removal and replacement of all ancillary motorcycle components; truing and re-spoking of wheels;
- (e) workshop hand: assisting generally, including the use of applicable hand tools; motorcycle lubrication; painting of frame part.

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SCHEDULE J

DECLARATION OF COMMENCEMENT OF EMPLOYMENT

Name of employer

Date

Name of employee

Grade in which employed

National Employment Council registration number (if any)

Signature of employee

AMENDMENTS

NEW GRADE	EFFECTIVE DATE	NATIONAL EMPLOYMENT COUNCIL OF GOVERNMENT REGISTRATION NUMBER	GRADE IN WHICH EMPLOYED	SIGNATURE OF EMPLOYEE
.....
.....
.....
.....

Note—In terms of clause 5 of the Collective Bargaining Agreement; Motor Industry, this declaration must be completed by all employees and retained by the employer during the period of employment and for a period of not less than three years after the termination of such employment.

SCHEDULE K

JOB CONTENT: OPERATORS IN NON-DESIGNATED TRADES

Classes of work on which operators in non-designated trades may be employed—

Fuel injection—

- (a) Operator—Grade 1: overhaul of all types of injection pumps and fuel injection system, including final testing and adjustment on vehicles;

- (b) Operator—Grade 2: overhaul of in-line injector pumps and governors, including final testing;
- (c) Operator—Grade 3: overhaul of fuel lift pumps; reconditioning of fuel injectors, including final testing;
- (d) Operator—Grade 4: replacement of fuel filters, lift pump and bleeding system; replacement of fuel pumps and injectors excluding final testing and adjustments;
- (e) Operator—Grade 5: assisting generally, including the use of applicable hand tools; removal of fuel pumps, injectors, fuel filters and lift pumps.

Brake service—

- (a) Operator—Grade 1: removing from vehicle, dismantling, reconditioning and replacement of all brake components, including final adjustment but excluding final testing of vehicle;
- (b) Operator—Grade 2: replacement of all clutch components, including final adjustment and testing of vehicles; removing from vehicle;
- (c) Operator—Grade 3: reconditioning, setting and final adjustment of cover assemblies with use of dial depth gauge (clutch assembly removed from vehicle); radiusing of relined and bonded brake shoes with use of dial drum gauge;
- (d) Operator—Grade 4: grinding of brake liners to specification; grinding of clutch liners to specification; operating single purpose machines; reconditioning of cover assemblies, excluding final adjustment; removal of clutch components from vehicle for repair; riveting of clutch plates;
- (e) Operator—Grade 5: assisting generally, including the use of applicable hand tools; bonding of brake shoes and brake bands; component mounting on test bench and observation whilst on test; cutting and grinding of clutch liners to predetermined size or template; cutting of brake liners to standard template; dismantling of brake components for repair; dismantling of clutch components for repair; drilling and countersinking of liners; drilling with portable drill, not capable of taking drills larger than 13 millimetre; lubrication; oiling and greasing of vehicles and machinery and replacing of grease nipples; operating power press or power presses, including setting; painting by brush or gun of vehicle units, including the underside and inside of vehicle bodies; removal of brake components from vehicle for repair; riveting of brake linings on to brake shoes and bands.

Exhaust system services—

- (a) Operator—Grade 1: fitting, welding, bending and final adjustment of pre-manufactured exhaust system, up to and including the manifold;

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- (b) Operator—Grade 2: repairing existing exhaust systems by the replacement of damaged parts with replacement parts, and to include repair welding;
- (c) Operator—Grade 3: replacement of exhausts systems, excluding welding, bending and final adjustment;
- (d) Operator—Grade 4: assisting generally, including the use of applicable hand tools; removal of exhaust systems.

Upholstering—

- (a) Operator—Grade 1: manufacture of all interior trim, to include stitching methods related to leather, canvas and synthetic materials; pattern-making and design of interior trim components: supervision of other grades as applicable to upholstery;
- (b) Operator—Grade 2: seat rebuilding, the manufacture of roof linings; panel and carpets, including all sewing machine operations related thereto.
- (c) Operator—Grade 3: all sewing machine operations of pre-cut materials; fitting and stripping of door panels and winding mechanisms, including window channels; fitting of seat belts; removal and fitting of carpets, binding of carpets, and fitting of manufactured seat covers; stitching and making up piping;
- (d) Operator—Grade 4: application of contact glues; cutting of foam rubber and synthetic materials to set sizes; dust proofing; fitting of draft seals, door and boot rubber whether seals removal and replacement of front and rear covers; removal, dismantling and replacement of seats;
- (e) Operator—Grade 5: assisting generally, including the use of applicable hand tools.

Car Breaking—

- (a) Operator—Grade 3: locating and identifying of parts;
- (b) Operator—Grade 4: sorting, binning, storage and issuing of motor vehicle components or parts, as applicable to car breaking;
- (c) Operator—Grade 5: all forms of stripping and dismantling; as applicable to car breaking.

Radiator Services—

- (a) Operator—Grade 1: supervisor (manufacturing);
- (b) Operator—Grade 2: supervisor (jobbing);
- (c) Operator—Grade 3: aluminium welding of radiators and oil coolers;

- (d) Operator—Grade 4: repair and assembly of radiators and fuel tanks, including welding, soldering and bolt-up assembly. Repair of leaks, re-sweating of radiator tanks and harnesses and testing by air pressure.
- (e) Operator—Grade 5: applying corrosive chemical paint removers; cleaning of radiator cores in cleaning solution; painting by brush or gun of radiator, tanks and oil coolers; radiators, the feeding of machines for tubes and fins; cutting crimping ends of waterway, assembling tubes and fins into frames, dipping, tinning and the straightening of fins and checking of flow; stripping of radiators.

Spray painting—

- (a) Operator—Grade 1: supervisor responsible for the supervision of all other grades as applicable to spray painting, to include responsibility for paint shop stocks;
- (b) Operator—Grade 2: spray painting, including colour mixing and matching;
- (c) Operator—Grade 3: applying by brush or spray gun; paints to the interior and/or exterior of motor vehicles up to and including finishing coats, the removal and replacement of front and rear screens;
- (d) Operator—Grade 4: repairing and reassembling of seat frames, placing of bumpers, mudguards; doors, bonnets' door panels' radiators, valance shells, grilles, seats, lamps, inside panels, seat covers, floor boards, engine trays and all major components, servicing and refitting glasses, locks, window regulators, window channels and window seals, the application of solder body filler;
- (e) Operator—Grade 5: applying corrosive chemical paint removers, applying non-liquid dust-proofing, waterproofing and soundproofing compounds or adhesive by hand, applying of sound deadener materials and anti-corrosive coatings, applying spot putty and synthetic filler and sanding same, assisting generally including the use of applicable hand tools, cutting by power hacksaw, power driven abrasive wheel, shears of hand cropper, in jigs, stops, templates or presets and/or exterior, of motor vehicle, including parts components, accessories and plant and agricultural equipment, except for furnishing coats, polishing and waxing surfaces, by hand or machine, removing of bumpers, doors, bonnets, door glasses, locks, window regulators, window channels and window seals, riveting, rubbing down, grinding and filling of materials, windows fixed and movable, secured into an operative by self sealing rubber section, the glazing of the removing and replacing of door rubbers and weather strips (excluding window screens and rear body windows).

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SCHEDULE L

SCHEDULE OF JOBS

JOB TITLE	POSITION DESCRIPTION	REMARKS
General Worker	An employee who is engaged in any operation detailed in Schedule "G" and in general labouring duties.	Grade 1
Gardener	An employee engaged to undertake gardening duties around an establishment. May cut grass. Trim hedges. Trim bushes and generally keep the area neat and tidy.	Grade 1
Cleaner	Carries out office cleaning duties either during or after normal office hours by dusting. Using mechanical cleaners, detergents and other chemicals.	Grade 2
Internal Messenger	An employee who is engaged in collecting, delivering and conveying letters, parcels, memorandum, etc, between offices. May be required to clean and make tea.	Grade 2
Tea maker	An employee who makes and serves refreshments such as tea, coffee, cool drinks, etc, to office staff and visitors as required	Grade 2
Ass. Glass fitter	Assists a Windscreen Fitter to fit windscreen to cars.	Grade 3
Body Filler Mixer	An employee who is responsible for mixing various chemical compounds to the required standard for use in rebuilding or repairing vehicles.	Grade 3
Buffer	Removes rubber tread from tyre casings, smoothes the casing in preparation for the application of new tread.	Grade 3
Cook	Under supervision prepares and cooks food for staff. Prepare simple meals. Is not required to order supplies	Grade 3
Cable cutter	Cuts cables to size as required and fits accessories for speedometer, gearbox, cables, etc, for the particular vehicle or order.	Grade 3
Filler	To fill in buzz outs on buffed tyre casings using molten rubber whether by hand or mechanically	Grade 3

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JOB TITLE	POSITION DESCRIPTION	REMARKS
Parts Picker/ Packer	Receives an order request and proceeds to various warehouse sections picking the various spares/parts according to order and catalogue number. Packs goods in to appropriate cartons, boxes etc, using the correct packing material. Works under direct supervision.	Grade 3
Patch Maker	To make repair patches for tyre casings.	Grade 3
Tube Repairer	To mend punctures and fit valves to rubber tubes.	Grade 3
Tyre Serviceman	To repair and fit tyres.	Grade 3
Tyre Measurer	To measure and record measurements of buffed tyre casings in order to determine the size camel back required.	Grade 3
Tyre Painter/ Trimmer	To paint and trim re-treaded or repaired tyres.	Grade 3
Drivers Assistant (Breakdown Services)	To assist the Breakdown Services Driver in the recovery of broken down or disabled vehicles.	Grade 3
Watchman	To safeguard company property and to check incoming and outgoing goods and persons.	Grade 3
Skiver	To remove old rubber read from tyres using hand and air tools	Grade 3
Workshop Hands	To carry out tasks as defined in Schedule 1.	Grade 3
Operator Grade 5	Means an employee who carries out any of the relevant tasks as detailed in sub clause "e" of Schedule "K".	Grade 3
Forklift Driver	Loads, lifts and moves articles on pallets or single loads within company premises.	Grade 4
Cable Maker	Makes and repairs cables as per samples.	Grade 4
Workshop Clerk	Carries out clerical work for the workshop by keeping records, filing job cards etc	Grade 4
Forecourt Attendant	Means an employee engaged in the sale of petroleum related fuels through mechanical or electronic pumps, the inflating, repairing of tyres and tubes. The filling of radiators, topping up of batteries and duties of a similar nature.	Grade 4

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JOB TITLE	POSITION DESCRIPTION	REMARKS
Windscreen Glass Cutter	Cuts and trims glass windscreens to size using hand tools or buffing machinery.	Grade 4
Administration Clerk	Performs routine clerical duties through experience or training under supervisory control. May have to call upon specialised knowledge in respect of legal, statutory obligations and conducting correspondence relating thereto.	Grade 4
General Clerk	Means an employee making and reconciling entries in sales, purchases or similar journal and conducting correspondence relating thereto and who duties may include costing, estimating/indenting and stock control.	Grade 4
Copy Typist	Performs straight forward copy typing or typing of routine documents from hand written drafts of existing documents. May perform clerical work of a related nature.	Grade 4
Invoice Clerk	Responsibility for invoicing and issuing credits to clients, preparation and reconciliation of debtors statements and follow up on unpaid debtors	Grade 4
Cementer	To apply adhesive solutions to buffed tyre casings.	Grade 4
Tread Cutter	To select treads and cut to required lengths with specific measurements and designs.	Grade 4
Tyre Builder	To apply tread rubber to a buffed tyre casing to achieve the correct measurements using a machine or mandrel.	Grade 4
Tyre Fitter/ Balancer	To remove, change and /or replace wheels, rims, tyre and tubes using a machine or manually balances the wheels when they have been replaced on to the vehicle.	Grade 4
Motor cycle/ Scooter Messenger	Delivers correspondences, parcels, goods etc, to customers, other organisation and institutions. Has the use of a scooter/motor cycle and is usually required to obtain receipts for articles delivered. May be required to deposit money and cheques at a bank and may have some discretion on the sequences of calls made.	Grade 4
Security Sergeant	Responsible for the duties of guards or watchmen.	Grade 4

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JOB TITLE	POSITION DESCRIPTION	REMARKS
Data Capture Clerk	Captures and/or verifies data via terminals using a keyboard.	Grade 4
Despatch / Receiving Clerk	Performs various clerical duties within the distribution/receiving function. Ensure that despatched details are recorded and submitted for invoicing of filing. Receiving goods and ensure that goods are correct in terms of the receiving note/order.	Jobs combined to make one composite job. Grade 4
Mechanic's Assistant	To assist service line or journeymen with minor repairs and services as required.	Grade 4
Operator Grade 4	To perform such work as detailed in Schedule "K" of the agreement.	Grade 4
Chamber Operator	Loads and unloads an autoclave chamber as part of the curing process for rebuilt tyres. Operates the autoclave in terms of procedures.	Grade 5
Hand Tyre Builder	To apply tread rubber to a buffed tyre casing to achieve the correct measurements using hand tools.	Grade 5
Mould Operator	To shape built tyre in appropriate moulds as part of the curing process.	Grade 5
Wheel Aligner	To carry out wheel alignment as per vehicle specifications using appropriate machinery and technology.	Grade 5
Glass Fitter	To replace windscreens as per vehicle specifications using hand tools and mastics as required.	Grade 5
Suspension Services Operator	Means an employee carrying out any of the relevant tasks as detailed in Schedule "K" .	Grade 5
Mill Operator	To operate the milling machine for the production of rubber.	Grade 5
Machine Operator Cables	To cut and make cable fittings and rethread the ends.	Grade 5
Cables Machinist	Makes cable fitting or accessories and retreads cables components as per specifications.	Grade 5
Purchasing Clerk	Places orders and obtains quotations expedites deliveries of outstanding orders and conducts routine correspondence with suppliers. Carries out other clerical duties as may be required.	Grade 5

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JOB TITLE	POSITION DESCRIPTION	REMARKS
Salaries/Wages Clerk	Calculates wages and salaries due from records and makes appropriate deductions for medical aid, pension, income tax etc. Records relevant details on salary/pay slips. Balances and reconciles pay roll.	Grade 5
Telephone control room Operator (breakdowns)	Telephone control room Operator receives telephone calls for assistance, assesses the call and despatches a tow truck to the incident.	Grade 5
Light Vehicle Driver	Means a person employed to drive motor vehicle with a net mass of less than 2300 kgs and whose duties may include the recovery of passengers and light commercial vehicles by means of towing.	Grade 5
Driver/Glass Fitter	To replace windscreens as per vehicle specifications using hand tools and mastics as required by driving to a customer's premises.	Grade 5
Forecourt Cashier	Means a forecourt attendant who is responsible for the accounting for and collection of money from customers.	Grade 5
Shop Cashier	Responsible for the sale of cigarettes, tobacco, matches, bottled minerals, sealed packages of confectionery and edibles and other goods and items from a forecourt store, the same of which requires the holding of a General Dealers Licence.	Grade 5
Counter Salesman	Takes orders by telephone or over the counter. Writes out order. When job complete writes out invoice, receives cash or cheques, writes out receipts and reconciles at the conclusion of the event.	Grade 5
Creditors	Handles all aspects of creditors. e.g. supplier's invoices. Preparation of purchases journal, reconciliation of creditors statements and preparation of payments.	Grade 5
Receptionist/ Telephonist	Operates telephone switchboard by handling incoming and outgoing calls. Takes messages. Receives visitors, determines their need and directs them accordingly.	Grade 5
Accounts Clerk	Carries out a number of accounting duties such as processes and payment of creditors invoice, reconciliation of statements, invoicing of clients, ledger maintenance etc. May complete journal vouchers as required.	Grade 5

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JOB TITLE	POSITION DESCRIPTION	REMARKS
Debtors Clerk	To control debtors accounts. Collect outstanding monies and attend to debtors queries	Grade 5
Stores Clerk	Assists in a clerical capacity recording receipts and despatch of goods, issues materials according to requisitions, prepares finished goods for despatch and ensures that it reaches destination in good condition. May assist in stock taking, works under direct supervision.	Grade 5
Machine Operator Cables	Makes and repairs cables as per samples using a machine or lathe.	Grade 5
Skilled Worker Class 4	Means an employee who has been certified or registered by the apprenticeship branch of the relevant Ministry as a Skilled Worker Class 4 and who may carry out any of the relevant tasks as laid out in Schedule "I"	Grade 5
Operator Grade 3	To perform such work as detailed in Schedule "K" of the agreement.	Grade 5
Boiler Operator	Operate the boiler according to manufacturer's specifications and to ensure a constant steam pressure is supplied to the production facilities. Carries out routine maintenance and blow downs	Grade 6
Casing Inspector	To inspect the suitability of tyres for retreading or repair.	Grade 6
First and Final Inspector	To inspect tyre for re-thread ability and inspects the finished product to ensure it conforms to standard.	Grade 6
Section Supervisor	To ensure that the work area operates smoothly. Allocates work and co-ordinates the work of operatives.	Grade 6
Costing Clerk	Calculates wages, materials, over head and other operational costs. Works out unit costs and may prepare composite reports showing total costs, selling prices and profits for existing and /or new products. Works under direct supervision.	Grade 6
Windscreen Technician	Repairs chipped and cracked windscreens using hand and electrically operated hand tools and mastics	Grade 6
Workshop Secretary	To carryout secretarial, clerical and typing duties for the workshop	Grade 6
Internal Audit Clerk	Carries out routine auditing duties, e.g. checking time cards, pay calculations, sales and receipts, etc.	Grade 6

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JOB TITLE	POSITION DESCRIPTION	REMARKS
Breakdown Service Driver	Means a fully licensed driver specifically employed to drive and operate a breakdown recovery vehicle utilised for the recovery by road of disabled vehicles.	Grade 6
Skilled Worker Class 3	Means an employee who has been certified or registered by the apprenticeship branch of the relevant ministry as a Skilled Worker Class 4 and who may carry out any of the relevant tasks as laid out in Schedule "T"	Grade 6
Operator Grade 2	To perform such work as detailed in Schedule "K" of the Agreement.	Grade 6
Service Line Supervisor	Means a person who is employed in supervising one or more of the following operations or duties. Greasing and /or oiling. Washing and polishing. Removing and replacing wheels for tyre repairs, repairing tyres and/or tubes, removing filling and /or replacing batteries, draining oil sumps, and / or filling and is responsible for ensuring that drain plugs are secure and that oils are at the correct level, cleaning parts for journeymen and the dispensing of petrol and / or fuel oil and the recovery of disabled vehicles.	Grade 6
Section supervisor forecourt	Means a person who is employed in supervising services the forecourt of a Service Station. May also be responsible for the collection of cash and giving out of change.	Grade 6
Section Supervisor Canteen Services	To ensure that the work area operates smoothly. Allocates work and co-ordinates the work of kitchen staff. May order and purchase food stuffs for the Canteen. May also plan and execute menus. May also be responsible for entertainment functions that may be held.	Grade 6
Suspension Services Supervisor	Means a person who is employed in supervising one or more of the following operations or duties: removing wheels and shock absorbers, replacing shock absorbers and replacing wheels.	Grade 6
Storeman	Means a person who is employed for ordering, receiving, safe custody, issue to workshop and despatch sectors and the recording of documentation necessary thereto of goods and merchandise dealt in by the establishment and whose	

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JOB TITLE	POSITION DESCRIPTION	REMARKS
	duties shall include supervision of storeman's assistant and the issue and return of tools and equipment to and from workshops.	Grade 6
Sales Representative/ Salesman	Represents and sells the company goods and/or services to customers, industrial customers, institutions, etc, by visits and the obtaining of orders. Promotes sales by introducing: merchandising and display techniques to customers. Keeps immediate superior informed of competitor activity and customer status.	Grade 7
Technical Parts Salesman	An employee who can identify parts by means of a parts manual or microfiche and who can from kardex or other means establish the cost and selling price of an article and invoice it in accordance with normal business practice.	Grade 7
Bookkeeper	Maintains the records of a firm's financial transaction up to trial balance e.g. accounts receivable or accounts payable. Reports any discrepancies and carries out reconciliation.	Grade 7
Skilled Worker Class 2	Means an employee who has been certified or registered by the Apprenticeship Branch of the relevant Ministry as Skilled Worker Class 2 and who may carry out any of the relevant tasks as laid out in Schedule "I".	Grade 7
Operator Grade 1	To perform such work as detailed in Schedule "K" of the agreement.	Grade 7
Marketing Assistant (servicing)	To ensure customer retention by carrying out follow-ups, recording of customers comments and brings adverse remarks to the attention of the management.	Grade 8
Factory Supervisor	Supervises the activities of a group of operators carrying out routine tasks. May physically assist from time to time. Ensures an equitable distribution and even flow of work amongst employees supervised. Handles work queries.	Grade 8
Service Supervisor	Means a person who is employed in supervising one or more of the following operations or duties, greasing and/or oiling, washing and polishing, removing and replacing wheels for tyre repairs and replacing batteries, draining oil sumps, and/	

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JOB TITLE	POSITION DESCRIPTION	REMARKS
	or filling and is responsible for ensuring that drain plugs are secure and that oils are at the correct level, cleaning parts for journeymen and the dispensing of petrol and/or fuel oil and the recovery of disabled vehicles.	Grade 8
Machinist	Means an employee who has been certified or registered by the Apprenticeship Branch of the relevant Ministry as a Skilled Worker Class 1 and who may carry any of the relevant tasks as laid out in Schedule "I".	Grade 8
Engine	Means an employee who has been certified or registered by the Apprenticeship Branch of the relevant Ministry as a Skilled Worker Class 1 and who may carry any of the relevant tasks as laid out in Schedule "I".	Grade 8
Panel Beater	Means an employee who has been certified or registered by the Apprenticeship Branch of the relevant Ministry as a Skilled Worker Class 1 and who may carry out any of the relevant tasks as laid out in Schedule "I".	Grade 8
Upholsterer	Means an employee who has been certified or registered by the Apprenticeship Branch of the relevant Ministry as a Skilled Worker Class 1 and who may carry out any of the relevant tasks.	Grade 8
Spray Painter	Means an employee who has been certified or registered by the Apprenticeship Branch of the relevant Ministry as a Skilled Worker Class 1 and who may carry out any of the relevant tasks as laid out in Schedule "I".	Grade 8
Estimator	Examines the damage of accident vehicles and estimates cost of vehicle repairs, which includes spare parts, panel beating, chassis straightening and ancillary work, including spray painting and costs of materials, including labour.	Grade 8
Skilled Worker Class 1 Journeyman Class 1	Means an employee who has been certified or registered by the Apprenticeship Branch of the relevant Ministry as a Skilled Worker and who may carry out any of the relevant tasks as laid out in Schedule "I".	Grade 8 Grade 9

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JOB TITLE	POSITION DESCRIPTION	REMARKS
Automotive Technician	Means an employee who has been certified or registered by the Apprenticeship Branch of the relevant Ministry as a Skilled Worker Class 1 and who holds a Motor Mechanics Advanced Craft Certificate.	(Provisional grade until accepted as job within the industry)
Service Advisor	Means a journeyman and/or Skilled Worker Class 1 who inspects vehicles coming in for service/repair and advises on the nature of the repair to be made.	Grade 10
Workshop Charge Hand	Responsible for the supervision of the workshop and providing as effective service to the department in the repairs and servicing of motor vehicles and in the utilisation of staff	Grade 10
Workshop Foreman	Supervises the total operation of a workshop. Controls teams of journeymen and skilled workers and/or operators in work outcomes. Is also responsible for the total safety element of the workshop. May be responsible for the ordering and safe custody of spares.	Grade 11
Factory Foreman	Supervises the total operation of a factory. Controls teams of journeymen and skilled workers and/or operators in work outcomes. Is also responsible for the total safety element of the workshop. May be responsible for the ordering and safe custody of raw material and machinery spares.	Grade 11
Painter	See parent industry agreement	
Electrician	See parent industry agreement	
Semi-skilled Fitter	See parent industry agreement	

