

## Statutory Instrument 177 of 2007

# Collective Bargaining Agreement: National Employment Council for the Insurance Industry of Zimbabwe

**IT is hereby notified that the Collective Bargaining Agreement set out in the Schedule has been registered in terms of section 79 of the Labour Act [Chapter 28:01].**

## NATIONAL EMPLOYMENT COUNCIL FOR THE INSURANCE INDUSTRY OF ZIMBABWE

### COLLECTIVE BARGAINING AGREEMENT: INSURANCE INDUSTRY

Made and entered into in accordance with the provisions of the Labour Act [Chapter 28:01] between the Insurance Industry Employers Association of Zimbabwe (hereinafter referred to as the employers or the employers organization) of the one part and the Insurance Employees' Union of Zimbabwe (hereinafter referred to as the employees or the trade union) of the other part being parties to the National Employment Council for the Insurance Industry of Zimbabwe empowered to negotiate and agree to conditions of service in the Insurance Industry of Zimbabwe.

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### ***1. Title and period of operation***

(1) This Agreement maybe cited as the Collective Bargaining Agreement: National Employment Council for the Insurance Industry of Zimbabwe.

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

### ***2. Application***

This Agreement shall apply to—

- (a) all employers in the Insurance Industry; and
- (b) all employees in the Insurance Industry whose occupations are listed in the First Schedule—Grading and Wages.

No employer or employee may waive any provision of this Agreement whether or not the said provision creates a benefit to or an 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.

Any expressions used herein which are defined in the Act shall have the same meaning as in the Act, any words imparting the masculine gender shall include the feminine gender and words in the singular shall include the plural sense, further unless inconsistent with the context.

Where this agreement is silent on any conditions of service referred to in the Labour Act, the provisions of that Act shall apply as if they were incorporated in this Agreement.

### ***3. Interpretation***

(1) Any expression used herein, shall have the same meaning as defined in the Labour Relations Act [Chapter 28:01].

(2) Unless inconsistent with the context—

“Act” means the Labour Act [Chapter 28:01] as amended from time to time;

“alternate” means a person appointed by either party to act on behalf of a representative of that party in absence of such representative;

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

“casual worker” means a worker who is engaged for a period of not more than six weeks in any three successive calendar months;

“commission worker” means a person who is paid a basic salary in accordance with his contract of employment and may be paid such commission and on such basis as may be agreed with his employer in writing;

“Council” means the National Employment Council for the Insurance Industry of Zimbabwe;

“continuous service” means the total period of unbroken service of an employee with one employer and shall be deemed to have been broken only by death, resignation, retirement or the employee concerned having been legally dismissed;

“contract worker” means an employee who is engaged for a specific period, tasks or project and whose employment shall be for a period in excess of six weeks;

“council” means the National Employment Council for the Insurance Industry of Zimbabwe;

“day off” means Saturday and Sunday or gazetted public holidays or that day in the week on which an employee is not required to work;

“designated post,” means those posts of a supervisory nature designated as such;

“emergency work” means work, which must be performed immediately in order to prevent harm to any plant or employees, or plant or employees of a customer or to near-by persons or properties;

“employee” means an employee as defined in the Act who is employed by or working for any employer in the Insurance Industry in Zimbabwe who receives or is entitled to receive any remuneration in respect of such employment or works;

“employer” means an employer as defined in the Act, who is engaged in or provides employment for persons in the Insurance Industry in Zimbabwe;

“employers’ association” means the Insurance Industry Employers Association of Zimbabwe or any other party registered to represent employers in the Insurance Industry who is a member of Council;

“establishment” means any place in which business under the Insurance Industry is carried out;

“General Secretary” means the Secretary of the Council;

“grade” means a grade as listed in the First Schedule;

“industry” means the Insurance Industry;

“industrial holiday” means any day prescribed as a paid holiday in terms of Section 18;

“insurance industry” means all Employers and Employees involved in Reinsurance, Assurance, Insurance, Assurance/Insurance Broking Companies and their Insurance processing subsidiaries including Insurance Loss adjustors and Insurance Claim Assessors;

“medical practitioner” means a person registered as a medical practitioner by medical, dental, the Medical Dental and Allied Professions Council or a registered traditional practitioner;

“morning off” means paid time before 2 pm.;

“month” means a calendar month;

“ordinary hours” means the hours of work agreed in the contract of service of an employee;

“overtime” means any time worked outside ordinary working hours;

“party or parties” means the Insurance Employees’ Union of Zimbabwe and the Insurance Employers Association of Zimbabwe and any other entity registered to represent employers or employees in the insurance industry who is a member of the Council;

“public-holiday” means all holidays declared as such in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*] as amended;

“registrar” means the Registrar of Labour Relations;

“representative” means a person appointed by either party to represent the party on the Council or any of its committees;

“trade union” means the Insurance Employees Union of Zimbabwe and any other party registered to represent Employees in the insurance industry who is member of Council;

“wage or salary” means the earnings of an employee that does not include a travelling or subsistence allowance or any payment in respect of overtime, or any bonus or other like benefit; “working day” means any day other than a day off or a public holiday.

#### **4. Grading and wages**

(1) An employer shall place each employee in a grade appropriate to his occupation, and shall pay a wage to such employee of at least the minimum amount prescribed in the First Schedule for the occupation of the employee, and no employee shall accept a wage amounting to less than that amount.

(2) A part-time employee shall be paid, for each hour worked, not less than:

- (a) one hundred and seventy-second of the minimum monthly wage; or
- (b) one fortieth of the minimum weekly wage; prescribed in the First Schedule for his occupation.

(3) An employee who, at the date of commencement of this agreement, is in receipt of a higher wage for his particular occupation than the wage prescribed in terms of this section shall not, by reason of this agreement, suffer any reduction in his wage.

(4) On promotion to a higher grade, an employee shall be paid— (a) not less than the wage which he last received prior to his promotion; or

(b) at least the minimum wage prescribed for such higher grade; whichever is the greater.

(5) An employee who is required to perform work in a lower grade than that in which he is normally employed shall be paid the wage applicable to the grade or work which he normally performs.

(6) An employee who is appointed, in writing, to carry out the full responsibilities of a job in a higher grade than that in which he is normally employed for a period of at least one full working day, shall be paid the minimum wage applicable to such higher grade for each day spent working in that higher grade.

(7) An employee who is required and permitted to perform work in occupations listed in more than one grade shall be paid the minimum wage prescribed for the highest grade in which such employee is required and permitted to work.

(8) An employer shall not reduce the wage of an employee for any time not worked if the employee was able and willing to work and was present at his place of work but the employer was unable, or unwilling, to furnish him with work.

(9) Where an operation performed by an employee is not specified in the First Schedule— (a) the employer shall provisionally place the employee in a grade; and

(b) the employer or employee shall notify the secretary to the Council; and

(c) the secretary, after consultation with the employers' organization and the trade union, shall determine an interim classification of the operation, which shall be subject to ratification by the Council at its next meeting:

Provided that, if the interim classification by the secretary or the final classification by the Council, places the employee in a grade—

(i) higher than the employee's current grade, he shall be paid not less than the minimum wage, prescribed for such higher grade, with effect from the date on which the classification is determined;

(ii) lower than the employee's current grade, it shall be lawful to reduce his wage to not less than the minimum wage, prescribed for such lower grade,

with effect from the date on which such classification is determined unless the employee refuses to accept the lower grade in which event—

A. He may be given relevant notice of termination of employment; and

B. During the period of such notice, he shall be paid the wage, which he was receiving prior to such determination.

#### **5. Ordinary hours of work**

(1) The ordinary hours of work shall not exceed eight hours per day.

(2) Every employee shall be given a lunch break everyday of at least 1 hour and 15 minutes in duration

(3) No employer shall permit an employee to work for more than 40 hours in any one week, without paying the overtime rates set out in section 7.

#### **6. Conversion of rates**

For the purpose of converting a weekly, fortnightly or monthly wage to—

(a) the weekly equivalent of a monthly wage, the monthly wage shall be divided by four and one-third; or

(b) the fortnightly equivalent of a weekly wage, the weekly wage shall be multiplied by two; or

(c) the hourly equivalent of a weekly wage, the weekly wage shall be divided by the number of hours ordinarily worked in a week; or

(d) the daily equivalent of a weekly wage, the weekly wage shall be divided by five; or (e) the daily equivalent of a monthly wage, the monthly wage shall be divided by twenty-two.

#### **7. Payment of overtime**

(1) An employer may request, but shall not require, an employee to work overtime, and shall, whenever possible, give twenty-four hours notice to such employee of such request;

Provided that an employee needed to render emergency work or stocktaking shall not decline such request without a reasonable excuse.

(2) An employee shall—

(a) be paid in terms of subsection (3) for all hours worked on overtime; or

(b) by mutual agreement, be allowed time off by the employer during normal working hours, equivalent to—

(i) one and a half times the amount of time worked in excess of the normal working hours on a working day of the week; or

(ii) double the time worked where the time worked was on a day the employee would normally be off.

(3) Subject to the provisions of section 6, where an employee is entitled to be paid for overtime, he shall be paid in respect of each hour worked—

(a) in excess of normal working hours on a working day of the week, at one and a half times his current hourly wage; or

(b) on a day off or holiday, at double his current hourly wage.

(4) For the purpose of calculating payments in terms of subsection (3), any period of a quarter of an hour but less than half an hour shall be counted as half an hour, and any period more than half an hour shall be regarded as an hour, but any period less than a quarter of an hour shall be disregarded.

#### **8. Deductions**

(1) No deduction or set-off of any description shall be made or allowed from any remuneration due to an employee except—

- (a) where an employee is absent from work on days other than paid holidays or vacation leave, a *pro-rata* amount of his wage only for the period of such absence; or
- (b) by a written stop-order for contributions to holiday, benevolent, provident, pension or sick benefit funds, medical-aid societies, insurance policies, post office savings accounts, building society savings accounts or subscriptions to a trade union or a national employment council; or
- (c) by written consent of an employee, for money owing for goods supplied by an employer or for repayments of money lent, including interest thereon, if any, by the employer; or
- (d) amounts which the employer is compelled by law or legal process to pay on behalf of an employee; or
- (e) any amount in terms of subsection (2) of section 19; or
- (f) amounts recovered for payments made in error or overpayment of wages; or
- (g) where local authority raises a levy on the employer for fuel consumed by an employee housed in a hostel irrespective of whether the levy is raised as a separate item or as an element in a composite rental; or
- (h) where an employer pays for an employee's accommodation, the amount so paid; or
- (i) in the case of a cashier, with his written consent, an amount equal to any short-fall in money under his control, and for which he is required to account to his employer:  
Provided that the amount of such short-fall shall be proved to the satisfaction of the cashier; or
- (j) payment for services and supplementary charges legally levied and for lease of land on which to build a room or a house; or
- (k) deductions in terms of section 13(2); or (l) deductions in terms of section 28.

(2) Where an employer makes deductions on behalf of a trade union or other third party, he shall remit such deductions to the trade union or other third party concerned not later than the 15th day of the month following that to which deductions relate.

(3) No employee shall, be required to make good any bad cheques cashed, unless such cheques are cashed in violation of posted store rules and/or regulations.

#### **9. Payment of wages**

(1) Every employer shall pay wages to each employee, weekly, fortnightly or monthly, as the case may be, on or by due date:

(2) Payments for overtime, bonuses and allowances shall be made to each employee, weekly, fortnightly or monthly, as the case may be, within fourteen working days of due date, provided that an employee whose contract terminates before his ordinary payday shall be paid not later than on the next business day after the date of termination of his contract.

(3) All remuneration shall be paid either by crediting an employee's bank, building society or Post Office Savings Bank account or by cheque or in cash, and shall be accompanied by a wage slip showing—

- (a) the name and grade of the employee; and
- (b) the wage rate; and
- (c) the period for which payment is made; and
- (d) the total number of hours or days worked; and
- (e) the amount of overtime; and
- (f) the amount of any other payment, bonus, commission or allowances, irrespective of whether paid to or on behalf of the employee; and
- (g) any deductions authorized in terms of section 8; and (h) the net amount received by the employee.

(3) No employer shall give, and no employee shall accept any consideration other than cash or cheque in payment of a wage.

(4) If an employee considers that the payment made to him is less than the net amount reflected on the accompanying wage slip, he shall notify his employer at the time when payment is made.

(5) Notwithstanding the provisions of subsection (3), the Council may, on application by an employer, authorise such employer to use some other system of informing his employees of the make-up of their remuneration.

#### ***10. Piecework, task-work and work on a ticket system***

No employer shall give out, and no employee shall perform, work on—

- (a) piece-work basis; or (b)
- a task-work basis; or (c) a
- ticket system.

#### ***11. Time and wage records***

Every employer shall keep a record of all employees showing the following particulars— (a) name in full and I.D. particulars;

- (b) occupation and grade;
- (c) number of daily hours worked;
- (d) rate of wage or salary;
- (e) amount due for ordinary time worked;
- (f) hours of overtime worked;
- (g) amount due for overtime;
- (h) gross total of ordinary and overtime wage or salary;
- (i) deductions (specify);
- (j) net wage or salary due;
- (k) signature of employee for receipt of wage or salary where it is paid in cash.

#### ***12. Special provisions: commission-workers***

(1) A commission worker shall be paid such commission and on such a basis as may be agreed with his employer in writing:

Provided that, if the commission paid to any commission worker, within normal hours of work in any one month, is less than the minimum wages for his grade, or, where applicable, the part-time equivalent thereof, the employer shall pay to such a commission worker, a further amount to bring his total remuneration up to at least the appropriate minimum wage or the part-time equivalent thereof.

(2) Except as provided in subsection (1) of section 12, the provisions of sections 3, 4, 5 and 6 shall not apply to a commission-worker.

(3) For all other purposes of those regulations a commission worker shall be deemed to be earning the minimum wage for his grade.

#### ***13. Cooked meals***

(1) where an employer supplies meals, he shall display the cost of such meals in a prominent position in the canteen.

(2) An employee who voluntarily accepts such meals may have the cost of such meals deducted from his wage.

#### ***14. Outside work***

No employee, other than a part-time employee or a casual employee shall solicit, take orders for, undertake or perform any work of a similar capacity to that in which he is normally employed, on his own account or on behalf of any other person or firm, for gain without the written consent of his employer.

#### ***15. Subsistence, accommodation and travel allowances***

(1) An employee who is required to work more than twenty- five kilometres from his normal place of work, which necessitates his sleeping away from home, shall be paid, in advance, a subsistence allowance approved by the employer in consultation with the employee to provide for— (a) all necessary proved travelling and subsistence expenses; or (b) unproved expenses—

- (i) where neither accommodation nor food is provided, an amount to be decided by Council, per day for both food and accommodation;
- (ii) where food is provided, an amount to be decided by Council per day in respect of accommodation; (iii) where accommodation is provided, an amount to be decided by Council per day in respect of food.

(2) Where transport, is required to convey an employee referred to in subsection (1), the form of transport to be used shall be mutually agreed upon by the employer and the employee, and payment shall be as follows:

- (a) where public transport is used, an employee shall be paid the cost of such transport; and

- (b) where an employee uses his own vehicle he shall be paid the prevailing Automobile Association of Zimbabwe (AAZ) rate per kilometre.

Provided that an employee travelling outside his ordinary hours of work shall not be paid for such time spent in travelling, unless mutually agreed upon between such employee and his employer.

#### **16. Vacation leave**

(1) The provisions of this section shall not apply—

- (a) to casual employees; and  
(b) subject to the provisions of section 17(7), to part-time employees.

(2) An employee shall be entitled to proceed on vacation leave within six weeks of his application thereof:

Provided that, where undue hardship would be caused to the employer, the employee shall be entitled to proceed on vacation leave within twelve weeks of his application thereof:

(3) An employer shall be entitled, on giving one month's written notice, to require an employee to proceed on his accrued vacation leave, or any portion thereof, at any time convenient to the employer.

(4) An employee who has accumulated vacation leave may, with the consent of his employer, elect to be paid cash in lieu of his taking such leave or part thereof.

(5) An employee proceeding on vacation leave shall, on request be paid his wage up to date, and his current wage and allowances for the period of such leave, prior to his going on leave.

(6) Any period of leave taken by an employee in terms of this section, or any additional leave granted by the employer, whether paid or not, or any sick-leave taken shall not be counted as continuous service for the purpose of calculating leave.

(7) For the purpose of calculating any period of leave or pay in lieu of leave, a year shall be reckoned from the date on which an employee commences service with an employer.

(8) For the purpose of leave-pay, the pay for one day shall be calculated in terms of section 6.

(9) The leave-pay of an employee shall be calculated on his current wage at the time of proceeding on such leave.

(10) An employee, whose service is terminated for any cause whatsoever, shall be paid the cash equivalent of any leave, which he has accrued and the amount of such payment shall be based on his current wage.

(11) If an employee is absent from work because of illness or any cause beyond his own control, proof of which shall rest on him, such period of absence may be offset against any vacation leave due to the employee.

#### **17. Vacation leave: special provisions: part-time employees (1)**

The provisions of this section shall apply to part-time employees.

(2) The provisions of this section shall not apply to casual employees.

(3) A part-time employee shall accrue vacation leave at the rate of twelve ordinary working hours for each period of one hundred and seventy-two hours worked.

(4) If the service of a part-time employee, who has completed two periods of one hundred and seventy-two ordinary working hours but less than twelve periods of one hundred and seventy-two ordinary working hours, is terminated, he shall be paid for vacation leave in terms of subsection (3) for each two periods of one hundred and seventy-two working hours.

(5) Any period of leave taken by a part-time employee, or any additional leave granted by the employer, whether paid or not, shall not be counted for the purpose of calculating leave.

(6) For the purpose of leave-pay for part-time employees, the pay for one hour shall be calculated in terms of paragraph (c) of section 6.

(7) The provisions of subsection (2), (3), (4), (8), (9), (10) of section 16 shall apply to part-time employees.

#### **18. Industrial holidays**

(1) All days declared in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*] as public holidays shall be industrial holidays:

Provided that, where a public holiday is moved to the following Monday because it would otherwise fall on a Sunday, that Sunday shall not be regarded as an industrial holiday for the purposes of this Agreement.

(2) Subject to the provisions of section 18(3), every employee shall be granted leave of absence on industrial holidays and shall be paid his normal daily wage for every industrial holiday.

(3) An employer may request an employee to work on an industrial holiday, in which event he shall either—

- (a) with the consent of the employee, grant the employee leave of absence on another day instead of the industrial holiday, and pay him not less than his daily wage in respect of the industrial holiday and that other day; or

- (b) where an employee consents to work on a public holiday he shall be paid not less than twice his current remuneration for that day whether or not that day is one on which he would otherwise have been required to work.

### ***19. Contract and notice***

- (1) An employer shall inform every employee, in writing, on engagement, of the nature of his contract, including—
  - (a) his grade; and
  - (b) his rate of pay and when it will be paid; and
  - (c) provision for accommodation, if any; and
  - (d) the period of notice required to terminate the contract of employment; and
  - (e) the hours of work; and
  - (f) the details of any allowance; and
  - (g) vacation leave; and
  - (h) provision for benefits during sickness.
- (2) If any employee deserts or wrongfully terminates his employment without due notice, the employer shall pay such employee for the period during which he duly carried out his duties, but the employer may recover from the employee—
  - (a) in the case of monthly paid employees one twenty- second of one month's wages;
  - (b) in the case of weekly paid employees, one-fifth of one week's wages for every working day which the employee should serve under notice but does not so serve:
    - Provided that—
      - (i) the employer shall be obliged to take all reasonable steps to obtain a replacement for such employee;
      - (ii) the amount of damages so recoverable shall not exceed such sum as results from multiplying the current rate of wage for such employee by the number of working days between the times of desertion or wrongful termination of service and the time of engagement of a replacement.
- (3) An amount recoverable in terms of section 19(2) may be deducted by the employer from any moneys due to the employee by way of wages, leave-pay or otherwise.
- (4) When an employer or an employee gives notice of termination of service, a shorter period of notice may be mutually agreed upon, and shall be in writing.
- (5) The provisions of section 19(2) to (4) shall not apply to a casual employee.
- (6) An employee who has given or received notice to terminate his employment shall not be required to take vacation leave during the period of such notice.
- (7) Any contract of employment which is for a stipulated period which shall not be less than six weeks, shall specify the date of commencement and the date of termination thereof, and no further notice to terminate the contract shall be required from either party.

### ***20. Continuous service***

- (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 such discharge shall be deemed not to have broken his continuous service.
- (2) If an employee who is absent from work without permission from his employer is allowed to continue his employment within two months of absence, he shall be deemed not to have broken his period of continuous service.
- (3) If, upon the change of ownership of an establishment, an employee enters the service of the new owner, or continues his employment in the establishment, his service with the previous owner shall be reckoned as service with the new owner and shall be deemed not to have been broken by such change of employer.

### ***21. Record of service***

- (1) An employee, whose services are terminated, for any cause whatsoever, may request a record of service from his employer.
- (2) The record of service supplied shall specify the period of service and the occupation in which the employee was employed.

### ***22. First aid equipment***

Every employer employing more than ten employees in an establishment shall provide first-aid equipment in a dust-proof container readily accessible to all employees in that establishment, which equipment shall comprise not less than—



- (a) six standard dressing B.P.C. No.3 (small elastic adhesive wound dressing);
  - (b) one standard dressing B.P.C. No. 11 (medium burn- dressing); and
  - (c) onestandard dressing B.P.C. No. 16 (eye-pad with bandage); and
  - (d) one hundred and twenty-five gram packet of cotton wool; and
  - (e) one two hundred-millilitre bottle of acriflavine solution of the strength of one in one thousand;
- Statutory Instrument 68 of 1990, shall apply.

**23. Long service awards**

(1) In order to qualify for the long service awards an employee should have completed 10, 15, 20, 25, 30, 35, 40 years of continuous service with the same employer. Company mergers, takeovers and change of management will not affect the employee’s service record.

(2) The recipient shall be awarded with a long service certificate and a present or equivalent cash payment to be made at the end of the month following the employees anniversary of joining the organization paid as follows—

<i>No. of years</i>	<i>Percentage of worked</i>	<i>monthly salary</i>
10 .....		40
15 .....		50
20 .....		60
25 .....		70
30 .....		80
35 .....		90
40 .....		100

**24. Medical Aid Scheme**

(1) After the completion of a probation period, all employees shall join a Medical Aid Scheme being the CIMAS Private Hospital Scheme or a medical aid scheme that provides similar benefits to that of the CIMAS Medical Aid Scheme.

(2) Employers shall pay at least 70% of the contributions towards the scheme referred to subsection I above with employees paying the remainder.

(3) Employers shall ensure that Group Personal Accident cover for all employees includes sickness cover with higher limits.

**25. Funeral policy**

Employers shall provide for an employee and their nuclear family in the event of the death of any one of them. Such provision shall include, but not be limited to, providing a reasonable amount of food, a decent coffin and hearse and transport for immediate family members to a place of burial anywhere in Zimbabwe.

**26. Loans**

Where possible employers are encouraged to provide loans to employees and to charge reasonable interest rates.

**27. Annual non-pensionable bonus**

The industry acknowledges the need for employers to pay either a profit share or a bonus to all employees in the event of a company posting positive results.

**28. Registration and council dues**

(1) Every employer in the sector at the time of coming into operation of this Agreement shall, within one month of that date, unless it had already been done, notify the Secretary of his full name, trading name, postal and physical address and a summary of the activities of the undertaking.

(2) All employers and employees engaged in the Insurance Industry shall from the date of publication of this Agreement pay dues to the Council and all employers shall deduct from the wage or salary of each of the said employees the appropriate due.

(3) The dues to be paid monthly in arrears falling due at the end of the month in which the wage or salary was earned.

(4) The dues shall be paid by the employee at the rate of 1% of the employee’s monthly wage or salary as at the date of deduction and at the same percentage thereafter at the end of each succeeding month, which percentage shall be subject to review from time to time. Provided that:—

- (a) No dues shall be payable where owing to short time working or any other cause an employee's pay is reduced below seventy per cent of his normal wage or salary;
  - (b) No deductions shall be made in respect of an employee who is off work sick for a period in excess of 30 days and not in receipt of sick leave pay or a substitute payment;
  - (c) Deductions shall be made in advance from the leave pay, which is paid to an employee prior to his commencing his leave.
- (5) The dues to be paid by each employer each month shall be the total amount that all employees in their organisation have paid in terms of section 28(4).
- (6) Each employer shall forward the total amount of the employee and employer's dues, to be received at the council's office not later than the fifteenth day of the month following that to which the dues relate. In the event that dues are not received at the council offices by close of office on the 15th of every month, interest shall be charged at bank rate and the employer shall be responsible for the payment of all interest.
- (7) The provisions of this section shall not apply to casual employees.

### ***29. Union dues***

Every employee shall collect union dues from union members within their employment in terms of section 54 of the Act on a monthly basis and shall pay the dues to the union on the company's payday.

### ***30. Exemptions***

- (1) The Council may, in its sole discretion, and upon such terms and conditions as it may determine, grant exemption, in writing, from any of the provisions of this agreement to an employer or an employee.
- (2) Applications for exemption in terms of subsection (1) shall be made, in writing, to the Council, giving reasons thereof.
- (3) Any such exemption granted may be withdrawn by the Council, at any time, in its sole discretion provided that reasons are supplied in writing to both parties.
- (4) Any employer who has a Performance Appraisal System in place and a wage increase agreement negotiated at Works Council level may apply to the Negotiating Committee of the Council to be exempted from implementing the stipulated percentage increase on existing employees.

### ***31. Copy of agreement and notice***

- (1) Every employer shall exhibit or make available a copy of this Agreement and all amendments thereto in a place easily accessible to every employee.
- (2) Every employer shall exhibit a notice, in the form set out in the Second Schedule, showing the number of ordinary working hours per week and the normal daily times of starting and times of finishing work in his establishments for each grade or group of his employees.
- (3) No person shall alter, deface or remove, or cause to be altered, defaced or removed, the copy of the Agreement, save on the instructions of the employer when carrying out his responsibilities under subsections (1) and (2).

### ***32. Administration***

The Council shall be the body responsible for the administration and guidance of this agreement, and may issue expressions of opinion not inconsistent with the provisions for employers and employees.

### ***33. Gratuities on termination of employment***

- (1) Subject to the provisions of subsection (4), an employee who has completed five or more years of continuous service shall, on the termination of such service, irrespective of the circumstances of such termination, be paid a gratuity of not less than the amount derived by multiplying the appropriate percentage of his current monthly wage by the number of completed years of continuous service, as set out in the Third Schedule.
- (2) If an employee who has completed five or more years of continuous service dies before receiving a gratuity in terms of subsection (1), there shall be paid to his estate the sum, which the employee would have received if his contract of employment had terminated on the day of his death.
- (3) Notwithstanding the provisions of subsections (1) and (2), if an employee is a member of Pension fund apart from NSSA, that provides for the employee or his dependants, to receive an amount in excess of the employee's own contributions together with interest, then the gratuity payable shall be reduced by such excess. In the event of the benefit due being a pension, or deferred pension, then the value of the pension, or deferred pension, shall be compared with the gratuity payable plus the refund of the employees own contributions with interest and if the pension or deferred pension, is less than the gratuity and refund of contributions, then the difference shall be paid in cash by the employer.

- (4) Notwithstanding the provisions of this section, an employer may—
- (a) set off against, and deduct from, any amount payable in terms of this section any sum owed to the employer by the employee or by his estate in terms of a civil judgment in favour of the employer and arising out of theft or fraud committed by the employee;
  - (b) if, before an amount payable in terms of this section has been paid, the employer has— (i) laid criminal charge for theft or fraud against the employee; or
    - (ii) cause a civil summons to be issued, claiming from the employee, or his estate, a sum alleged to be owed to the employer by reason of theft or fraud committed by the employee.

withhold payment of the sum specified in the charge or summons, as the case may be, until the charge or claim had been finally determined.

(5) If the court proceeding arising from a charge or summons referred to in subsection (4) lapse or if when the proceedings are finally determined the employer does not obtain civil judgment for full sum withhold by him in terms of paragraph (b) of that subsection the employer shall within three working days thereafter paid the whole or the balance of that sum, whichever is appropriate, to the employee or his estate as the case may be together with interest thereon at the rate of twenty-five *per centum* per annum from the date on which the gratuity should otherwise have been paid.

In this section “civil judgment” includes an award or compensation or restitution in terms of part XIX of the Criminal Procedure and Evidence Act [*Chapter 9:07*].

### **34. Declaration**

The trade union and the employers’ organizations having arrived at the Agreement Set forth herein, the undersigned hereby declare that the foregoing is the Agreement arrived at, and affix their signatures hereto.

Signed at Harare, on behalf of the employees and the employers, on this the 8th day of December, 2004.

G. CHAKADENGA, *President*, insuranceEmployees Union  
of Zimbabwe (ZIEU).

L.GONYE,  
*Chairman*, Insurance Employers Association of Zimbabwe  
(IEAZ).

F. NYANDORO, *Chairman*, National Employment Council for the Insurance Industry of  
Zimbabwe (NECII).

## **FIRST SCHEDULE GRADING AND WAGES**

<i>Job title</i>	<i>Abridged job description</i>	<i>Grade</i>
Cleaner/Office orderly	Ensures that cleaning material is available at the start of each day or week. Cleans floors, windows, outdoors, machines, equipment etc. using the supplied cleaning material. Tidies offices and workplace once a day. Returns the cleaning material to storage area. Basic skills	A1
Grounds man	Maintains general order to premises and carries out miscellaneous repairs	A1
Tea maker	Prepare teas, general cleaning of office equipment, utensils, etc.	A2
Security guard	Patrols premises to ensure safety of company’s products. Mans security gates and checks incoming and outgoing personnel and vehicles. Usually reports to Security Officer or Senior Security Guard.	A2

Waiter/Canteen assistant	Employed in serving of goods and/or drinks to guests, preparation, laying and cleaning of tables and duties related thereto. Employed as a commission waiter for not less than six months	A2
Data capture/ Terminal operator	Depending on equipment, captures data via terminals, tape encoders and punches key to disc keyboards, operator etc. Under constant supervision. Under 5 years experience	A3
Commissionaire	Directs visitors and supervises the dispatch and receipt of parcels. Would normally report to person in charge of office services. Unskilled	A3
Caretaker	Looks after buildings, responsible for maintenance, cleaning, security, etc	A3
Cook	Prepares and cooks food for a canteen, under supervision. Menus already arranged. Does not order supplies. Usually reports to Canteen Manager. Semiskilled	A3
Copy typist	Not able to take dictation, but does straightforward typing of a varied nature from a clear copy of rough draft where the layout is not always specified. May also do general clerical, filing and reception work but typing is principal function	B1
Filing/ Registry clerk	Responsible for the classifying and coding of a variety of documents (i.e. technical and general). Allocates and retrieves documents from files. Also responsible for allocating policy and claims numbers to clients—updates registers and makes up files	B1
Mail clerk	Responsible for collecting, sorting, franking (stamping) and delivery of mail	B1
Records clerk	Responsible or the routine filing and maintenance of records	B1
Typist clerk	Performs routine clerical tasks and types reasonably complex schedules from clear copy or rough draft. Has some discretion regarding layout. Generally has 3—6 years experience	B1
Accounts clerk	Maintains records relative to one aspect of company's financial transactions.	B1
Data capture/ Terminal - senior	Depending on equipment, captures data via terminals, tape encoders and punches key to disc keyboards, etc. Will be fully trained and competent. Needs little supervision and may actually assist with supervision. May act as a verifier, checking the work of Juniors	B1
Human resources clerk	Maintains all personnel records, leave rosters, addresses, salary and increment records. Provides information for routine returns and statistical reports. Reports to Human Resources/Personnel Officer	B1
Administration clerk	Responsible for administrative clerical duties. Normally reports to the Administration officer/ Manager	B1
Driver	Exclusively engaged in driving cars and light motor vehicles to and from various locations to collect and deliver goods/documents/people. Responsible for cleaning and routine maintenance of vehicle(s). Usually reports to Transport/Distribution/Administration Manager .	B1
Housekeeper	Employed on general household administration, selection and control of domestic staff, overseeing general cleanliness of establishment	B1

Motorcycle driver/Messenger	Responsibilities include collecting, sorting and delivering mail by motor cycle/vehicle	B1
Bus driver	Responsibilities include transporting staff by bus	B1
Printing machine operator	Operates printing production machines (including sophisticated photocopiers). Responsible for machine setting. Usually reports to Office Supervisor/Manage	B1

		B2
Messenger —senior	Responsible for messenger services which include the supervision of at least one other person	
Receptionist	Receives visitors to organisation, ascertains their requirements and directs them. Controls appointments deals with requests for information and keeps records of callers. May also perform some typing and/or clerical duties	B2
Switchboard/Telephone operator	Operates a switchboard handling all incoming and outgoing calls, records messages, may receive visitors to the organisation, and may perform other routine office duties	B2
Cashier	Receives payments in cash and by cheque. Does banking, handles payments of drafts, cashes wages, cheques, etc. Checks payments against invoices. Usually reports to Senior Bookkeeper or Accounts Section Supervisor	B2
Ledger clerk	Maintains and reconciles the Debtors/Creditors Ledger. Handles accounts payable and may also be responsible for dispatch of monthly statements and for initiating follow up procedures for unpaid accounts: Usually reports to Ledger Controller or Senior Bookkeeper	B2
Computer operator	Operates the mainframe and is responsible for the smooth running of the hardware according to prescribed procedures. Takes appropriate action in the event of machine program breakdown. In addition to the console, printers and other peripheral equipment. Up to 5 years experience	B2
Chauffeur	Engaged solely as a chauffeur who drives top executives and visitors to and from various locations. Cleans and carries out routine maintenance on the car. Is not available as a general driver for company motor vehicles. Usually reports to Transport Manager	B2
Business development clerk	Responsible for clerical duties within the business development department	B2
Broking clerk	Responsibilities include data capturing, calculating and keeping records of commissions and keeping policy records	B3
Claims processor/ Adjudication clerk	To process claims documentation, accepting risk and negotiating claims settlement	B3
Pensions clerk	Responsible for keeping records for pensioners and making payments to them	B3
Secretary/Typist	May work for one or more managers. Responsible for all clerical and secretarial duties (Shorthand! Dictaphone typing, appointments, filing, travel, reception). Generally has less than 5 years experience.	B3
Cashier	To assist with receiving cash and cheques from individual clients, brokers and agents and correctly receipting and providing petty cash	B3
Computer operator — senior	Operates the mainframe and is responsible for the smooth running of the hardware according to prescribed procedures. Takes appropriate action in the event of machine program breakdowns In addition to the console, printers and other peripheral equipment. Over 5 years experience.	B3

Salaries clerk	Usually reports to Salaries Administrator/Human Resources Officer. Performs day-to-day administration of items related to salaries such as pension, medical aid, advances, loans, cash in lieu of leave etc. Writes salary cheques and reconciles salary cashbooks	B3 B3
Data capture supervisor	A senior, experienced Data Capturer. Terminal Operator and Verifier, who is responsible for allocation and scheduling of work in punch room and for quantity and quality of output. Usually reports to Facilities Manger, Operations Manager/Supervisor or Head of Data Processing. Controls a number of Data Capture Operators	
Handyperson	Works on his own carrying out a variety of odd jobs around the company's premises, which do not require the attention of an artisan	B3
Help desk operator	Operates help desk and who supplies information to customers and generally assists them	B3
Actuarial trainee clerk	Responsible for actuarial calculations, which clerk includes projections and quotations all done under supervision	B3
New business administrator	Processing life and non-life proposal forms, letters to Registrar of Pensions and Provident Funds, policy documents, payments, new business and checking LOA register for life policies submitted	B3
Clerical supervisor/ Adjudicating sorting clerk	Supervises clerks in a department or section of a department. Responsible for production effort of other clerks	B4
Head of typing pool	An experienced typist controlling a "pool" of typists in the typing of all correspondence, documents and schedules. Regulates and controls workflow, priorities and quality of work produced. Controls up to 10 typists	B4
Head of filing/ Clerical supervisor —mailroom	Reports to the Administration officer. Overall supervision of records maintenance and supervision of Filing clerks	B4
Private secretary	Responsible for all private/confidential secretarial, filing and reception work of a manager. This includes 'shorthand/Dictaphone typing, management of telephone calls, visitors, appointments, travel arrangements, confidential filing and delegated routine correspondence Generally has under 5 years experience.	B4
Driver—senior	Drives cars and light motor vehicles to and from various locations to collect and deliver goods/documents/people. Responsible for cleaning and routine maintenance of vehicle(s). May do some clerical work e.g. customs clearance. At least seven years experience. May supervise other drivers. Usually reports to Transport Manager	B4
Transport officer/Supervisor	Responsible for organising the day-to-day operation of the company's transport. Schedules drivers to vehicles and vehicles to tasks. Monitors and controls vehicle movement. Maintains records and documents relating to vehicle operating costs, efficiency and licensing. Usually reports to Transport or Administration Manager	B4
Assistant underwriter	To accept the process of underwriting business from clients and brokers	B4
Research clerk	Research of various statistics as requested, etc	B4

Lan system clerk (Accounts)	Data capture/account receipting, typing of cheques	B4 B4
Stationery controller	Orders stationery, controls stationery stores and printing of all company requirements either by outsiders or the company printing department. Usually reports to the Office Manager	B4
Membership clerk	Receipting of revenue and reconciliation accounts	
Creditors' clerk	Responsibilities include making payments and reconciliations/data updates, etc	B4
Senior membership clerk	Responsibilities include receipting, reconciliation, special information, literature, etc	B4
Broker assistant — junior	Responsible for acquiring new business and advising on how to process claims	B4
Accounting officer	Bank reconciliations, data capturing, preparation of accounts for other group companies and monthly general ledger reconciliations	B4
Pension payments administrator	Sets up new records on pensions payment system, reconciliation of control accounts, PAYE accounts, data extractions, commutation calculations, pension quotations	B4
Actuarial trainee — employee	Preparatory work for triennial scheme valuations, benefits validation and compilation of data, technical support to employee benefits teams and pension schemes, actuarial benefit experience analysis and consultancy work	B5
Actuarial —life support	Preparatory work for validation and preparatory work for corporate valuation, investigations, profit testing, consultancy work, investment portfolios, pricing of funds, processing of scripts, stock price updating, liaising with stockbrokers, transfer secretaries, financial institutions and safe custodian	B5
Executive secretary	Responsible for all private/confidential secretarial, filing and reception work for the Chief Executive. This includes shorthand Dictaphone typing and	B5
	the management of telephone calls, visitors, appointments, travel arrangements, confidential filing and delegated routine correspondence. Generally has 5-10 years experience	B5
Claims controller/ Claims processor	Assessment of claims submitted and recommends payment on loss. Reports to Underwriting Manager	B5
Pensions administrator	schemes, payment of claims, revisions, medical requests and scheme valuations	B5
Underwriter	Reports to Deputy SBU and provides underwriting of premiums for a number of accounts	B5



Chef

Responsible for the effective hygienic and timely preparation and production of food to customers. Reports to Head Chef

B5  
B5

**SECOND SCHEDULE**

**FORM OF NOTICE**

NAME OF ESTABLISHMENT .....

In terms of section 31 of the Collective Bargaining Agreement for the Collective Bargaining Agreement for the Insurance Industry of Zimbabwe.

(a) the number of ordinary hours per week for each grade or group of employees is :

.....  
.....

(b) the normal daily times of starting time and of finishing work for each grade or group of employees are:

.....  
.....  
.  
.....

**THIRDSCHEDULE**

**GRATUITIES**

<i>Length of services</i>		<i>Percentage of monthly wage of</i>
Years		<i>termination of employment</i>
5	.....	15
6	.....	16
7	.....	17
8	.....	18
9	.....	19
10	.....	20
11	.....	21
12	.....	22
13	.....	23
14	.....	24
15	.....	25
16	.....	26
17	.....	27
18	.....	28
19	.....	29
20	.....	30
21	.....	31
22	.....	32
23	.....	33
24	.....	34
25	.....	35
26	.....	36
27	.....	37
28	.....	38
29	.....	39
30	.....	40