

Collective Bargaining Agreement: Rural District Councils

IT is hereby notified that the Minister of Public Service, Labour and Social Welfare has, in terms of section 80(1) of the Labour Act [*Chapter 28:01*], published the Collective Bargaining Agreement as set out in the Schedule, which was been registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR THE RURAL
DISTRICT COUNCILS

COLLECTIVE BARGAINING AGREEMENT: RURAL
DISTRICT COUNCILS

Made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*] between the Association of Rural District Councils of Zimbabwe (hereinafter referred to as the employers or the employers' organisation) of the one part and the Zimbabwe Rural District Councils Workers Union (hereinafter referred to as the employees or the trade union) of the other part being parties to the Employment Council for Rural District Councils of Zimbabwe to lay down certain conditions of service in Rural District Councils in Zimbabwe.

ARRANGEMENT OF SECTIONS

Section

1. Title and period of operation.
2. Application.
3. Interpretation.
4. Obligations of employer party.
5. Obligations of employee party.
6. Protection against acts of interference
7. Grading and Salaries.
8. Ordinary hours of work.
9. Conversion of rates.

Section

10. Payment of overtime.
11. Deductions.
12. Payment of salaries.
13. Time and wage records.
14. Meals.
15. Outside work.
16. Subsistence, Accommodation and travel allowances.
17. Housing allowances.
18. Transport allowances.
19. Training and development.
20. Study leave.
21. Vacation leave.
22. Maternity leave.
23. Special leave.
24. Annual leave.
25. Holidays.
26. Benefits during sickness.
27. Contract and notice.
28. Fixed term contracts
29. Continuous service.
30. Record of service.
31. Protective clothing and uniforms.
32. Health and safety.
33. Gratuities on termination of employment.
34. Termination of contract.
35. Acts of interference by the employer in the activities of the worker organisation.
36. Retirement age.
37. Registration and employment council dues.

Section

38. Duties of designated agents.
39. Inspections.
40. Enforcements of decisions by the designated agents.
41. Workers committees.
42. Works Council.
43. Exemptions.
44. Meetings.
45. Copy of agreement and notice.
46. Administration.
47. Declaration.

FIRST SCHEDULE: Positions and Grades.

SECOND SCHEDULE: Employment Code of Conduct.

THIRD SCHEDULE: Grades classification and minimum rates.

FOURTH SCHEDULE: Gratuity.

FIFTH SCHEDULE: Employment Code of Conduct Forms.

SIXTH SCHEDULE: NEC Monthly Return Form.

Title and period of operation

1. (1) This agreement may be cited as Collective Bargaining Agreement the Rural District Councils of Zimbabwe.

(2) This agreement shall operate from the first day of the month following its registration and shall remain in force until replaced by a further agreement.

Application

2. (1) This agreement shall apply to—

- (a) all employers in Rural District Councils; and all their subsidiaries;
- (b) all employees in Rural District Councils whose occupations are listed in the First Schedule, to include

all permanent, fixed term contracts, casual and seasonal employees in grades one to nine engaged in Rural District Councils.

(2) No employer or employee may waive any provisions 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 there under either before or after registration of this Agreement under the provisions of the Act this shall in no way affect the remainder of the Agreement which shall in that event constitute the Agreement.

Interpretation

3. In this Agreement —

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

“accountant” means an employee who performs accounting operations for council including preparation of annual balance sheets and similar periodic financial statements;

“Accounts clerk” carries out a number of accounting duties such as processing and payment of creditors’ invoices, reconciliation of statements, invoicing of clients, ledger maintenance *etc.* May complete journal vouchers as required.

“Administrative clerk” means an employee engaged to do all clerical work in the administration department;

“Assistant administration officer” means an employee who takes instructions from the Administration Officer in implementing all administrative functions of council;

“assistant executive officer” an employee who takes instructions from the executive officer in the implementation of council policies and functions;

“assistant librarian” means an employee with formal training or appropriate experience engaged in cataloguing, classification of books, filling and keeping the library

and its collection of books and non-book materials in good order under the supervision of the librarian;

“assistant mechanic” means an employee with formal training or appropriate experience who assists a Mechanic on repairs and services as required;

“assistant treasurer” means an employee who directly reports to the Finance Director in managing council Finances, including Income and Expenditure and setting up and monitoring of Accounting procedures.

“assistant work supervisor” means an employee engaged to assist the works supervisor.

“assistant workshop foreman” means an employee who aides in supervising the maintenance and repairing of council equipment also keeps records of such repairs and maintenance;

“audit clerk” means an employee responsible for writing audit programs, engagement letters. Assisting in audit activities, including carrying out spot checks on cash and stock items on a regular basis, carrying out spot checks on resource utilisation by departments verifying records and financial data to check for accuracy. Ensuring compliance and adherence to control policies and procedure and maintaining audit files and documents;

“backhoe operator” means an employee responsible for loading and offloading materials, operating the machine for excavating and scoping materials, responsible for operating earth moving machines or construction equipment and maintains safety so as not to cause any harm to anyone. Checking of construction sites visually and check for land grading where a variety of underground utilities are located, and other obstacles that may hinder or affect construction;

“basic salary” means the salary paid to an employee before any additions as reductions to the overall compensation, such as allowances, dues overtime or bonus. It is the fixed amount agreed to as the base pay;

- “beerhall manager” means an employee responsible for managing the overall operation of beer halls;
- “bookkeeper” means an employee who performs accounting operations for council up to Trial Balance and assists the accountant in preparation of periodic financial statements;
- “borehole rig operator” Means an employee who operates the draw-work during drilling activities and complex maneuvers, assist rig down up operations by coordinating and controlling, driving, drilling rig operation, fill up a daily drilling report for the activities performed, update pipe tally book and draft dimensioned drawings of the equipment run in the well and receives instructions for drilling parameters;
- “building technician/inspector” means an employee responsible for plan approvals, building stages, inspecting of state of buildings, maintenance of council buildings, etc in council area;
- “camping allowance” means an allowance given to employees who are required to camp out for the night.
- “caretaker” means an employee engaged in maintaining grounds and or buildings.
- “cashier” means an employee who receives incoming cash, banking and disbursements, is also the custodian of cash receipt books and issues out receipts;
- “casual employee” means an employee who is engaged by an employer for not more than a total of six weeks in any four consecutive months;
- “cemetery attendant” means an employee who is employed to maintain cemetery grounds, digging of graves and burial of people;
- “chairperson” means the chairperson of a Disciplinary Committee;
- “civil technician” means an employee who reports to the District Engineer in planning and implementing Civil works which include roads, water and sewer reticulation and other civil works;

- “clerk” means an employee engaged in any occupation defined as such in terms of the First Schedule;
- “committee secretary” means an employee who takes minutes of council meetings including committee meetings and full Council meetings;
- “community development coordinator” means an employee who assists community groups in project proposals and sourcing of funds for projects;
- “continuous service” means the total period on an employee unbroken service with the Council in terms of section 25 of the CBA;
- “contract employee” means an employee who is employed to carry one specific tasks for a specific period and whose contract terminates at the expiry of the fixed term;
- “cook” means an employee who prepares food in a Council eating house or guest house;
- “council employee” means a person who is employed by a Rural District Council;
- “council” means National Employment Council for the Rural District Councils formed in terms of section 56 of the Act;
- “creditors clerk” means an employee responsible for receiving, checking and posting of creditors or debtors’ invoices, makes payments and reconciling statements, prepares adjustments in journals and ensures monthly deadlines are met;
- “data capture clerk” means an employee who feeds or punches information into a computer;
- “days off” means days in the week on which an employee is off duty;
- “designated agent” means a person appointed to by the Employment Council in terms of section 63 of the Labour Act [*Chapter 28:01*];
- “disciplinary action” means any formal action taken in accordance with the provisions of the Code to correct any unsatisfactory conduct or performance of an employee;

- “disciplinary committee” means a committee that adjudicates on cases of misconduct;
- “driver (Class 1 licence)” means an employee employed primarily to drive an omnibus and who is in possession of a class 1 driver’s licence;
- “driver (Class 2 licence)” means an employee employed primarily to drive heavy duty vehicles except those that carries passengers (omnibuses) and who is in possession of a Class 2 drivers’ licence;
- “driver (Class 3 licence)” means an employee whose duties include the driving of a motorbike or a scooter and who is in possession of a Class 3 driver licence;
- “driver (Class 4 licence)” means an employee whose duties include the driving of light vehicles and who is in possession of a Class 4 driver’s license;
- “education clerk” means an employee responsible for the administration of council schools including audits;
- “emergency work” means work which must be performed immediately to prevent harm to the employer’s assets or employees or nearby persons or properties;
- “employee; means a persons employed by the Rural District Council as defined by section 65 of the Rural District Councils’ Act [*Chapter 29:13*];
- “employer” means any person whatsoever who employs or provides work for another person and remunerates or expressly or tacitly undertakes to remunerate him as defined in the Labour Act [*Chapter 28:01*];
- “employers’ organisation” means the Association of Rural District Councils of Zimbabwe;
- “employment council” means the Employment Council for Rural District Councils;
- “environment technician” an employee engaged for the enhancement of the conservation of natural resources within the council area;
- “exemptions committee” means the exemptions committee formed in terms of section 32 of this agreement;

- “extension officer/environment clerk” means an employee who advises farmers on appropriate land use for cropping and livestock. Conducts awareness campaigns on appropriate farming methods, conducts environmental protection campaigns, identifies and fines offenders performing illegal farming activities. Attends to land settlement disputes, mining activities, and fisheries state plantations. Keeps records and produces reports on work carried out;
- “farm manager” means an employee responsible for supervision of all farming activities within the council;
- “finance officer” collects revenue from cash points, compiles payment vouchers, prepares monthly financial reports, produces bank reconciliation statements, prepares debtors and creditors reconciliations, annual budgets and final accounts, updates cashbooks, manages financing of income generating projects. Performs any other similar duties;
- “food handlers” means an employee engaged in the preparation and dishing out of food in a council canteen;
- “forest ranger/game ranger” means an employee responsible for managing and protecting hunting concessions;
- “fuel attendant” means an employee who receives and issues out fuel and keeps the records of fuel expenditure;
- “gang leader” means an employee who leads and supervises a group of workers carrying out specific duties like road maintenance and construction;
- “general worker” means an employee who is engaged in any operation detailed in the first schedule and in general labouring;
- “GIS officer” means an employee responsible for the collection of geographical information (capturing of location of assets such as bridges, Street lights, road barriers, flood defenses using GPS tools). Storage, analysis and presentation of geographical information creating and maintaining the structures for GIS data storage;

- “grade” means a grade into which an employee is placed in terms of the First Schedule;
- “gross salary” means the sum of all income due to an employee including the basic pay and other allowances and benefits before any deductions and taxes;
- “grounds man” means an employee who is involved in the general maintenance of council grounds or any other premises belonging to council;
- “guest supervisor” means an employee who supervises all operations of council guest houses;
- “hand launderer” means a person who hand washes linen, protective clothing or any other such material;
- “housing officer” means an employee responsible for planning and estate management of council houses, garbage collection and disposal, educational planning, development and management of council schools in liaison with the relevant ministry;
- “human resources clerk” means an employee responsible for all clerical work within the human resources department;
- “IT manager” means an employee who heads the IT department. Puts in place ICT programmes for council and supervises staff in the development and implementation of IT programmes.
- “IT systems officer” means an employee responsible for data processing, administration of pastel, accounting, council IT, security, email and website management, LAN, WAN, VPN, maintenance of council ICT equipment head office and sub office), liaising with ICT service providers, training of staff in ICT, supervising billing system, generation of management reports *etcetera*;
- “journeyman/artisan” means an employee who has been certified as such in a particular class by a registered apprenticeship board in a particular trade;
- “kapenta crew” means an employee who is responsible for the harvesting of fish;

- “leases clerk” means an employee responsible for filing and keeping of leases in appropriate order as required by council;
- “librarian” means an employee with formal training who manages the operations of a library;
- “library assistant” means an employee with formal training who manages the operations of a library;
- “license inspector” means an employee engaged to inspect licenses and enforce revenue payments to council in terms of revenue by-laws.
- “livestock keeper” means an employee assigned to care for livestock;
- “loss and control officer” means a person with the relevant training and experience to head the security, loss and control department and may report to the internal auditor.
- “loss control officer” means a person that heads the security, loss and control department;
- “maintenance charge hand” means an employee responsible for the general maintenance of the Rural District Council;
- “mechanic” means an employee who has been certified as such or registered by the relevant apprenticeship board.
- “medical practitioner” means any person who is certified under the Health Professions Act [*Chapter 27:19*] or registered by the Traditional Medical Practitioners council in terms of Traditional Practitioners Act [*Chapter 27:14*];
- “messenger” means an employee engaged wholly or substantially in delivering messages, mail and such other documents;
- “meter reader” means an employee who takes meter readings for billing and other purposes;
- “NEC” means the National Employment Council for Rural District Councils formed in terms of Section 50 of the Act;
- “office orderly” means an employee engaged in collecting, delivering and conveying letters, parcels, memorandum between offices and between council and other

organisations. May be required to clean offices, toilets and make tea;

“ordinary hours of work” means the appropriate hours prescribed for employees in terms of section 7;

“overtime” means time worked in excess of the ordinary daily hours of work fixed for the sector in terms of section 7; performs accounting operations for council including preparation of annual balance sheets and similar periodic financial statements;

“piece work” means any work paid for at a rate based on quantity or one part of work done;

“planning clerk” means an employee engaged to assist the planning officer in the performance of his or her duties;

“planning officer” means an employee responsible for spatial planning and development control in a council area;

“plant operator” means an employee employed to operate a council plant and equipment (motorised/non motorised) in the construction and/or maintenance of council infrastructure;

“plantation employee” means an employee who is engaged to work in plantations;

“pound master” means an employee responsible for identifying and keeping stray livestock before they are put on auction;

“private secretary” means an employee who does typing work, setting of meetings, sending out agendas, taking minutes, receiving visitors, and keeping the diary of a senior council officer;

“procurement assistant” means an employee who is responsible for assisting the procurement officer in purchasing all council goods, services and construction works as required;

“procurement officer” means an employee responsible for purchasing all council goods, services and construction works etc in terms of the Public Procurement and Disposal of Public Assets Act [*Chapter 22:23*];

- “professional hunter” means an employee trained in the hunting and management of wild game and the operations in game concessions, national parks, sanctuaries and safari areas as designated by the department of wildlife;
- “projects officer; means an employee responsible for implementation and management of council projects as assigned;
- “pump minder” means an employee responsible for repairing boreholes, monitoring, sitting, drilling and installation of boreholes and training of village pump minders;
- “receptionist” means an employee who operates telephone switchboard by handling incoming and outgoing calls, receives visitors and direct them accordingly;
- “registry clerk” means an employee responsible for receiving, filing and directing mail to the intended recipients within council;
- “representative” means a person appointed by any party to represent such party on the employment council;
- “resources monitor” means an employee responsible for overseeing the protection of natural resources within the Rural District Council area;
- “revenue clerk” means an employee who is responsible for receiving incoming cash, banking and disbursements;
- “revenue collector” means an employee responsible for collecting revenue for the Rural District Council from ratepayers;
- roads and works technician” means an employee who prepares daily programmes of works, unites civil construction monthly reports, unites civil construction project proposals for approval by the engineer. Monitors and evaluates progress on civil works projects surveys road condition periodically and makes appropriate recommendations to the Engineer. Compiles return sheets on used equipment on a daily basis, supervises subordinates;
- “roads foreman” means an employee who ensures roads and works maintenance are carried out according to required

specifications, also supervises the gang working on the roads and makes sure they have the required equipment;

“roads technician” means an employee responsible for construction and maintenance of all council roads;

“rural district council” means a Rural District Authority established in terms of the Rural District Councils Act [*Chapter 29:13*].

“salaries officer” means an employee who attends to all personnel issues in council and administers the payroll;

“secretary (clerical)” means an employee engaged in carrying out functions such as taking minutes, calling meetings, preparing agendas, keeping of records and other duties;

“security and transport officer” means an employee responsible for enforcement of council security policies and procedure. Allocation of pool vehicles and fuel to staff for council business. Registering of council vehicles with CVR. Attends to vehicle licensing and insurance, budgets for the security section. Advises workshop on vehicle and equipment repairs. Checks the general security of council premises and equipment, attends to vehicle logbooks, trains new security personnel, and investigates criminal cases and issues. Supervises subordinates;

“security guard” means an employee charged with ensuring the protection and security of his or her employer’s premises and property, including the checking and searching of persons, motor vehicles, and property entering and leaving premises.

“security sergeant/lance corporal” means an employee responsible for the duties of security lance corporal;

“semi-skilled builder” means an employee without formal training and/or appropriate experience who undertakes building work;

“semi-skilled plumber” means an employee without formal training and/or appropriate experience who undertakes plumbing work;

- “senior accounts clerk” means an employee who is responsible for the work of other accounts clerks engaged in accounting duties handling and receiving money;
- “senior cashier” means an employee who receives incoming cash, does banking and disbursements and issues and receipts and, also supervises the work of cashiers;
- “senior scout” means an employee responsible for the supervision of game scouts/rangers;
- “sewer attendant” means an employee whose main duties are to maintain sewer infrastructure;
- “short time” means working time, which is reduced below the ordinary hours of work in the establishment;
- “skilled worker” means an employee who has been certified or registered by the Apprenticeship Board of the relevant ministry as a skilled worker classes 1, 2, 3 or 4 in a designated trade, and who may carry out the work of a journey man as defined in this agreement;
- “stores clerk” means an employee who is responsible for management of council stock;
- “sub-office administrator” means an employee responsible for work at a council sub office.
- “supervisor” means an employee an employee responsible for the supervision of other staff;
- “systems administrator” means an employee with technical knowledge and training who attends to computer software and hardware systems;
- “township superintended” means an employee who attends to general administration and management of council township area (refuse collection, revenue collection, staff supervision). Produces weekly/monthly reports;
- “tractor driver” means an employee whose duties are primarily to drive a tractor and is in possession of at least a class 5 driver’s license;
- “tyre fitter” means an employee responsible for removing and fitting of tyres on Rural District Council vehicles and equipment;

- “unfair labour practice” means an unfair labour practice specified in Part III, or declared to be so in terms of any other provisions of the Labour Act and this Statutory Instrument;
- “waiter/waitress” means an employee who serves meals and drinks inside or outside a council canteen or guest lodge dining rooms. Also assists in the cleaning of dining room and kitchen as well as associated equipment and utensils;
- “water and sanitation supervisor” means an employee responsible for supervision of staff engaged in construction and maintenance of water points and sanitary facilities;
- “works supervisor” means an employee who supervises housing, roads gangs, carpenters, plumbers in their duties;
- “workshop supervisor” means an employee responsible for supervision of workshop staff.

Obligations of employer parties

4. (1) The employer party and its representatives both at the NEC and in the workplace are expected to be guided by the applicable labour laws and the provisions of this statutory Instrument as they perform their activities in relation to the employee party.

(2) The employer obligations shall include but not limited to the following—

- (a) compliance with the Collective Bargaining Agreement. An employer commits an unfair Labour practice if he/she fails to comply with the provisions of the CBA and its amendments;
- (b) compliance with the decision or finding of the Designated Agent or of the Employment Council. Unless where an appeal is made, the employer commits an unfair labour practice if he or she fails to comply with decisions or findings made by the Designated Agent or the Employment Council, or any determination binding upon him in terms of the Labour Act;

- (c) negotiation in good faith. An employer commits an unfair labour practice if he or she refuses to negotiate in good faith with the workers committee or the trade union representing its employees;
- (d) in general, the employer is expected to perform its obligations fairly in the workplace, including but not limited to; allocation of duties planning, organising preparation of clear contracts of employment, ensuring adequate levels of health and safety and fair treatment of employees.

Obligations of the employee party

5. (1) The employee party and its representatives both at the NEC and in the workplace are expected to be guided by the applicable Labour Laws and the provisions of this statutory instrument as they perform their activities in relation to the employer party.

(2) The rights and obligations of the employees shall include, but not limited to—

- (a) the right not to be discriminated against on the grounds of race, tribe, place of origin, political opinion, colour, creed, gender, HIV/AIDS status, or disability;
- (b) the right to be a member of the workers committee or to belong to a trade union of their choice. An employee shall not be victimized for belonging to a trade union or for being a member of the workers committee;
- (c) the right to be heard through grievances or at disciplinary hearings; and the right to be represented at such hearings;
- (d) the right to be paid a wage which is not lower than the one specified in the NEC CBA;
- (e) the right to negotiate in good faith, for improved conditions of employment, where the employer can manage such improved conditions;
- (f) provided that, negotiations for improved conditions can be done at Works Council as provided in these rules;
- (g) the right not to be hindered/distracted;

- (h) the right to form or conduct workers committee meetings for the purpose of airing any grievances, negotiating on any matter or advancing or protecting the rights or interests of employees;
- (i) the right to have access to the NEC designated agent or trade union representatives for advice and for representation by the Trade Union on issues affecting employees' rights and interests.
- (j) in general, every employee is expected to perform his or her obligations as governed by the contract of employment, the appropriate employment policies, the code of conduct and any other rules governing the employment contract. These include but not limited to the following; diligently carrying out their duties as assigned, avoiding putting themselves and others in danger and maintaining the rules and policies of the organisation.

Protection against acts of interference

6. (1) In terms of Statutory Instrument 131 of 2003 Labour Relations (Protection against any Acts of Interference between Workers Organisation) Regulations, 2003.

(2) Workers and employers' organisations shall enjoy adequate protection against acts of interference by each other or other's agents or members in their establishment, functioning or administration.

Grading and salaries

7. (1) Subject to the provisions of subsections (2) and (3), an employer shall place each employee in a grade appropriate to his occupation, and shall pay a salary to such Employee of at least the minimum amount prescribed in the Third Schedule for the occupation of the employee.

(2) A casual employee shall be paid for each day worked at a rate of one and half the prescribed salary and converted in terms of section 8.

(3) An employee who, at the date of commencement of this agreement is in receipt of a higher salary for his or her occupation

than the salary prescribed in terms of this section shall not, by reason of this Agreement, suffer any reduction in conditions of service.

(4) On promotion to a higher grade, an employee shall be paid: – salary and benefits of the grade promoted to.

- (a) not less than the salary which he last received prior to his or her promotion; or
- (b) at least the minimum 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 or she is normally employed shall be paid the salary applicable to the grade or work which he normally performs.

(6) An employee who is appointed, in writing or verbally, to carry out the full responsibilities of a job in a higher grade than that in which he or she normally employed for a period of at least 14 days shall be paid an acting allowance which is equivalent to ten percent of the basic salary for the grade acted in.

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

(8) An employer shall not reduce the salary 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 or her 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 General Secretary of the Employment Council within 90 days of placement.

(10) the General Secretary, after consultation with the Employers' organisation and the Trade Union shall determine an

interim classification of the operation, which is subject to ratification by the Employment Council at its next meeting:

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

- (a) higher than the employee's current grade, he or she shall be paid not less the minimum salary prescribed for such higher grade, with effect from the date of which the classification is determined.
- (b) lower than the employee's current grade, it shall be lawful to reduce his or her salary to not less than the minimum wage prescribed for such lower grade, with effect from the date such classification is determined unless the employee refuses to accept the lower grade in which event.

Ordinary hours of work

8. (1) The ordinary hours of work of security guards, lance –corporals, corporals, sergeants, sergeant-majors, security officers, liquor outlet staff, canteen staff, booking houses staff shall not exceed forty-eight hours per week and twelve hours in any period of twenty-four hours.

(2) The ordinary hours of work of all the other employees shall not exceed forty hours per week and eight hours per day.

(3) Every employee shall be entitled to not less than twenty-four continuous hours of rest each week or a day agreed by the employer and employee:

Provided that where an employee is required to work continuously for all the days of the week, he/she can be compensated by taking off days in the proceeding weeks.

(4) An employee shall be granted leave of absence during every public holiday and shall be paid his current remuneration for that day if it occurs on a day on which he would otherwise have been required to work. 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.

Conversion of rates

9. (1) For the purpose of converting a weekly, fortnightly, or monthly salary to—

- (a) the weekly equivalent of a monthly salary, the monthly salary shall be divided by four and one-third; or
- (b) the fortnightly equivalent of the weekly salary, the weekly salary shall be multiplied by two; or
- (c) the hourly equivalent of the weekly salary, the weekly salary shall be divided by the number of hours ordinarily worked in a week; or
- (d) the daily equivalent of a weekly salary, the weekly salary shall be divided by five; or
- (e) the daily equivalent of a monthly salary, the monthly salary shall be divided by twenty-two.

Payment of overtime

10. (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 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 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 8, where an employee is entitled to be paid for overtime, he or she 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 half times his or her current hourly wage; or
- (b) on a day off or public holiday, at double his or her current hourly wage.

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

Provided that an employee and the employer shall agree on the method of compensation before the employee proceeds to go on overtime.

Deductions

11. (1) No deduction or set-off of any description shall be made or allowed from any remuneration of any 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 or her salary 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 accounts, building societies saving accounts, or subscriptions to a trade union; or
- (c) by written consent of the employee, for money owing for goods supplied by the employer or for repayment of money lent, including interest thereon, if any, by the employer; or
- (d) amount 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 (8) of section 30; or
- (f) amounts recovered for payments made in error or overpayments of salaries; or

- (g) amount, where a local authority raises a levy on the 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 compose rental; or
- (h) where an employer pays for the employee's accommodation, the amount so paid; or
- (i) deductions in terms of subsection (8) of section 26; or
- (j) any amount deducted or withheld in terms of subsection (4) of section 32; or
- (k) in the case of a cashier, revenue clerk or officer, with his or her written consent an amount equal to any shortfall in money under his or her control, and for which he or she is required to account to his or her employer.
- (l) provided that the amount of such shortfall shall be proved to the satisfaction of the employee; or
- (m) payment for services and supplementary charges legally levied and for lease of land on which to build a room or a house; or
- (n) deductions in terms of subsection (2) of section 14; or
- (o) deduction in terms of section 32;
- (p) where an employer makes a deduction on behalf of a trade union or other third party, he or she shall remit such deduction to the trade union or other party concerned not later than 14 days of the month following to which the deduction relate;
- (q) National Employment Council (NEC) deductions shall be collected by the employer and shall be remitted to the NEC on or before the 14th day of the succeeding month and any amount outstanding shall attract 15% interest per month payable at prevailing interbank rate and failure of which the General Secretary shall report a Criminal Offence and or engage the NEC Legal Practitioners for recovery;
- (r) trade union deductions shall be collected by the employer and shall be remitted to the Trade Union before the 14th day of the succeeding month;

- (s) deductions and remittances to both the NEC and the trade union shall be made using the currency used to pay the salaries from which the deductions are made. Failure to remit dues in all the currencies used to pay salaries will result in arrears for the amounts owing in the currency used but not remitted. The amounts owing will be claimed in full and at prevailing rates;
- (t) failure to remit both the NEC and trade union dues as stipulated in (o), (p), (q) and (r) above shall constitute a criminal offence, and where there is no Rural District Council Resolution allowing such failure, the CEO or any other person acting in his or her place with regard to such deductions and remittances shall become liable to the criminal proceedings as provided in terms of Section 54 subsection (6) of the Labour Act [23.01] (for Trade Union dues) and Section 82 subsection (3) (a) (b) (For Employment Council dues).

Payment of salaries

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

(2) Payments of overtime, bonuses, and allowances shall be made to each employee, weekly, fortnightly, or monthly as the case may be, within fourteen working days of the due date:

Provided that an employee whose contract terminates before his or her ordinary pay day shall be paid not later than seven days or any period agreed by the parties after the date of termination of his or her contract.

(3) All remuneration shall be paid either by crediting an employee's bank, building society, or post office saving bank account or by cheque or by cash, and shall be accompanied by a pay slip showing.

- (a) the name and grade of the employee; and
- (b) the salary 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.

(5) No employer shall give and no employee shall accept any consideration other than cash, cheque or bank transfer in payment of salary.

(6) If the employee considers that the payment made to him or her is less than the net amount reflected on the accompanying pay slip, he or she shall notify his or her employer at the time when payment is made.

(7) Notwithstanding the provisions of subsection (3), the Employment Council may, on application by an employer, authorize such employer to use some other system of informing his or her employees of the makeup of their remuneration.

Time and wage records

13. Every employer shall keep a record of all employees showing the following particulars—

- (a) name in full and ID 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

Meals

14. (1) Where an employer supplies meals for a charge, he or she shall display the cost of such meals in a prominent position in the canteen.

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

Outside work

15. No employee shall solicit, take orders for, undertake or perform any work of a similar capacity to that he is normally employed, on his or her own account or on behalf of any other person or firm, for gain during working hours. No employee shall use the employer's tools to perform private work or jobs without the written consent of the employer.

Subsistence, accommodation and travel allowances

16. (1) An employee, who is required to work more than twenty-five kilometers from his or her normal place of work shall be paid a subsistence allowance by the employer in consultation with the employee to provide for—

- (a) all necessary proved travelling and subsistence expenses; or
- (b) unapproved expenses shall be paid as provided in this section.

(2) Allowances shall be paid to employees who are required to work outside their work stations but are not normally required to work outside. Those employees whose contracts require them to work outside shall be paid a bush/fixed allowance to be determined and agreed by the parties.

(3) Where transport is required to convey an employee referred to in subsection (1). The form of transport to be used shall be mutually agreed 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 or her own vehicle, he or she shall be paid a rate per kilometer which shall be mutually agreed upon:

Provided that an employee travelling outside his normal working hours shall not be paid for such time spent travelling, unless mutually agreed upon between such employee and his or her employer.

(4) An employee who is required to camp out, away from home, shall be conveyed to and from his or her usual place of work at the employer's expense and shall be provided with suitable board and accommodation.

Housing allowances

17. All employees whose occupations are listed in the First Schedule of the Collective Bargaining Agreement shall be paid a housing allowance as provided in the Second Schedule, regardless of whether the employee is on vacation leave or not. Where the employer provides suitable accommodation, the employer is not obliged to pay the housing allowance.

Transport allowance

18. (1) All employees shall be paid a transport allowance as provided by the second schedule whether the employee is on vacation leave or not.

(2) Where the employer provides suitable transport, the employer is not obliged to pay Transport Allowance.

Training and development

19. (1) All councils are expected to come up with their own detailed specific training and development policies to address their specific skill and capacity building needs.

(2) The training and development philosophy should be based on the following principles—

- (a) continuity: that training and development is more than just an *ad hoc* exercise but a continuous, systematic and consistent process of managing and developing the capabilities of employees;
- (b) commitment: by all council officials to the aims and objectives of training and development.
- (c) consistency in the application of the training programmes and ensuring that workers in all levels access the necessary training and development relevant to their work;
- (d) communication in an open two-way manner about the objectives and content of the training including obtaining information from individual employees and departments on specific training needs in order to budget for training.

(3) Training and Coaching done at shop floor level should be designed to—

- (a) prepare an employee/team of employees to perform a job;
- (b) develop knowledge/ skills needed to close an existing performance gap;
- (c) maintain professional/technical knowledge;
- (d) provide skills needed for the foreseeable future;
- (e) respond to realistic employee aspirations.

(4) Rural District Councils may also approach the National Employment Council to organise and run training workshops especially on Industrial Relations based issues.

(5) Rural District Councils should have in place policies that encourage employees to pursue further education and professional development this should involve—

- (a) provision of study leave in terms of section 18 of these conditions;
- (b) partial and/or full sponsorship of employees pursuing approved programmes of study;
- (c) bonding where necessary, depending on the cost and duration of the programme.

Study leave

20. (1) In general study leave shall apply as follows—
- 1.1 study leave shall be granted to permanent employees for part-time or full-time studies on courses approved by council.
 - 1.2 study leave shall be accessible to all permanent employees who would have served for more than two years in their current positions provided they meet the requirements;
 - 1.3 study leave may be granted to employees—
 - (a) attending compulsory lectures, tutorials, training or the like, when these are held during working hours;
 - (b) attending private study or research;
 - (c) attending studies on block release;
 - (d) travelling to and from any of the above activities during working hours;
 - 1.4 an employee can be granted study leave for courses that are relevant to the council operations and as approved by council.
 - 1.5 an employee on study leave shall be required to report for work during any breaks.
- (2) Specifically study leave shall be applied as follows;
- 1.1 for part time and block release programmes, an employee shall be granted study leave for the period they are required to attend lessons and an additional eight days *per annum* to prepare and sit for exams.
 - 1.2 where more time is required to prepare and sit for exams, such time should be granted in terms of the exam time table;
 - 1.3 employees attending full time private studies shall do so during their own time and ensure that such time may not interfere with the performance of their work.

- 1.4 the employer may bond the employee for a period equivalent to the period of the study.

Vacation leave

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

- (a) an employee shall accumulate vacation leave at the rate of two and half days for each month of continuous service subject to the maximum of ninety days paid leave. No employer shall deny an employee to proceed on vacation leave after the employee has accrued the maximum ninety days;
- (b) provided that no employee shall be entitled to take vacation leave in his or her first year of continuous service, unless the employer otherwise agrees;
- (c) An employee may take a portion of any vacation leave accrued to him, and shall retain his right to any vacation leave accrued but not taken;
- (d) An employee shall proceed on vacation leave within four weeks of his application thereof:

Provided that—

- (i) where undue hardship would be caused to the employer, the employee shall be entitled to proceed on vacation leave within six weeks of his application thereof;
- (ii) an employee engaged in work with a seasonal peak may be required to take his or her vacation leave during the off-season.

(2) An employer shall be entitled to give notice, 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.

(3) An employee who has accumulated vacation leave may, with the consent of the employer, elect to be paid cash in lieu of leave.

(4) An employee proceeding on vacation leave shall, on request, be paid his or her salary up to date, and his or her current

salary and allowances for the period of such leave, prior to his or her going on leave.

(5) 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 in terms of section 23, shall be counted as continuous service for the purpose of calculating such leave.

(6) An employee who becomes ill or is injured during a period of vacation leave may cancel his or her vacation leave and apply for sick 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 with an employer.

(8) For the purpose of leave pay, the pay for one day shall be calculated by dividing the employee's current salary by thirty (30)

(9) The leave-pay of an employee shall be calculated on his or her current salary 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 or her current salary,

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

Provided that, in the event of sickness, the employer and employee shall have first complied with the provisions of section 23.

Maternity leave

22. (1) Unless more favourable conditions have otherwise been provided for in any employment contract or in any enactment, maternity leave shall be granted in terms of Section 18 for a period of 98 days on full pay to all female employees concerned.

(2) Maternity leave shall be granted in terms of this section for a period of ninety-eight days on full pay to a female employee.

(3) On production of a certificate signed by a registered medical practitioner or State Registered Nurse certifying that she is pregnant, a female employee may proceed on maternity leave not earlier than the forty-fifth day and not later than the twenty-first day prior to the expected date of delivery.

(4) 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.

(5) During the period when a female employee is on maternity leave in accordance with the this section, her normal benefits and entitlements, including her rights to seniority or advancement and the accumulation of pension rights, shall continue uninterrupted in the manner in which they would have continued had she not gone on such leave, and her period of service shall not be considered as having been interrupted, reduced or broken by the exercise of her right to maternity leave in terms of this section.

(6) A female employee who is the mother of a sucking child shall, during each working 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, and such employee may combine the portion or portions of time to which she is so entitled with any other normal breaks so as to constitute longer periods that she may find necessary or convenient for the purpose of nursing her child.

(7) Any person who contravenes this section shall be guilty of an unfair labour practice.

(8) Notwithstanding subsections (6) and (7), the granting of breaks during normal working time to a female employee for the purpose of nursing her child shall be made in accordance with all the exigencies of her employment and nothing done to prevent any disruption of normal production processes or any interference with the efficient running of an undertaking or industry shall be held to be in contravention of subsection (7).

(9) A female employee shall be entitled to the benefits under subsection (6) for the period during which she actually nurses her child or six months, whichever is the lesser.

Special leave

23. Special leave on full pay not exceeding twelve days in a calendar year shall be granted by the employer to an employee;

- (a) who is required to be absent from duty on the instruction of a medical practitioner because of contact with an infectious disease;
- (b) who is subpoenaed to attend any court in Zimbabwe as a witness;
- (c) who is required to attend as a delegate or office bearer at any meeting of a registered trade union representing employees within the undertaking;
- (d) who is detained for questioning by the Police;
- (e) on the death of a spouse, parent, child or legal dependent;
- (f) on any justifiable compassionate ground.

Annual leave

24. (1) Annual leave of 12 days per calendar year shall be granted to all permanent employees.

(2) Annual leave days are not renewable i.e. Days not taken cannot be carried over to the following year.

(3) Annual leave may be granted to an employee from time on any justifiable compassionate or social grounds.

(4) Records of annual leave for all employees shall be kept by the employer.

Holidays

25. (1) All days declared in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:12*] as public holidays shall be industrial holidays.

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

(3) An employer may request, but shall not require an employee to work on any industrial holiday, in which case 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 or her 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 or she 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.

Benefits during sickness

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

(2) If an employee, whilst at work, claims to be unfit for work, owing to sickness or accident, the employer shall give the employee sufficient time off to enable such employee to be examined by a medical practitioner.

(3) If an employee is incapacitated by sickness or injury, he or she shall be entitled to receive his or her current salary and allowances during such incapacity for a period not exceeding ninety days in aggregate, in any one calendar year;

Provided that—

- (a) he or she is not entitled to any compensation or other payment in respect of such sickness or incapacity under the provisions of the National Social Security Authority Act [Chapter 17:04] or the State Service (Disability Benefit Act) [Chapter 16:05] or any similar enactment relating to compensation;
- (b) his or her sickness was not self-induced or his or her injury was not willfully self inflicted;
- (c) he or she produces a medical report to justify such absence for a period in excess of three working days;

- (d) not more than ten days paid leave in any one calendar year shall comprise uncertified periods of three days or less;
- (e) such paid leave shall not be cumulative from one year to another;
- (f) such sick leave shall not be considered as vacation leave

(4) If, during one year period of service of an employee, the employee has used up the maximum period of sick leave on full pay, an employer shall, at the request of the employee 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 possible that the employee will be able to resume duty after such further period of sick leave.

(5) An employee shall not be entitled to any additional sick leave in terms of subsection (4);

- (a) if he or she is not entitled to any compensation or other payment in respect of such sickness or incapacity under the provisions of the National Social Security Authority Act [*Chapter 17:04*] or the State Service (Disability Benefit Act) [*Chapter 16:05*] or any similar enactment relating to compensation;
- (b) his sickness was not self-induced or his or her injury was not willfully self inflicted.

(6) If the employee is absent from work for more than three consecutive days due to his or her own illness or accident, whether such sick-leave is paid or unpaid, he or she shall cause a medical certificate to be sent to his or her employer to indicate the probable duration of his or her absence.

(7) Where no medical practitioner is available, a certificate issued by a State Registered Nurse or a State Certified Nurse or a suitably qualified person employed in a State or Local Authority clinic or mission hospital or clinic shall be accepted in place of a medical certificate:

Provided that, where the period of sick leave exceeds fifteen working days, the employee shall be required to furnish a certificate issued by a medical practitioner.

(8) The employer shall be entitled to terminate the contract of employment upon fulfillment of the provisions of subsection (3) and (4).

Contract and notice

27. (1) An employer shall inform every employee, in writing, of the nature of his or her contract including—

- (a) name and address of the employer;
- (b) the period and time, if limited, for which the employee is engaged;
- (c) terms of probation if any;
- (d) the terms on any employment code;
- (e) particulars of any bonus or incentive production scheme;
- (f) particulars of any other benefits provided under the contract of employment;
- (g) his or her grade;
- (h) his or her rate of pay and when it will be paid;
- (i) provision of accommodation, electricity and water, if any;
- (j) the period of notice required to terminate the contract of employment;
- (k) the hours of work;
- (l) the details of any allowances;
- (m) vacation leave and vacation pay; and
- (n) provision for benefits during sickness or pregnancy.

(2) All permanent employees shall be entitled to a non renewable probation period of three months. During the probationary period, either party shall terminate the contract on two weeks' notice.

(3) If the contract of employment is terminated during or at the end of period of probation, the employee shall be entitled to be paid a salary for the period from the commencement of the probationary period to the termination of service.

(4) If the contract of service is not terminated during or at the end of the probation period, the employee shall be deemed to be a full-time monthly paid or weekly paid employee as the case may be.

(5) An employer or employee may terminate the contract of service by giving the notice in terms of the contract, but such notice shall be;

(6) An employer or employee may terminate the contract of service in terms of section 12(4a) of the Labour Act [*Chapter 28:01*]—

- (a) three months in the case of a contract without limit of time or a contract for a period exceeding two years.
- (b) two months in the case of a contract for a period exceeding one year but not more than two years.
- (c) one month in the case of a contract for a period exceeding six months but not more than one year.
- (d) two weeks in the case of a contract for a period six months or less or in the case of casual work or seasonal work.
- (e) provided that it shall not be necessary for an employee to give such notice where he or she is unable to do so because of some emergency or compelling necessity; and
- (f) provided that in dismissing an employee, an employer shall comply with provisions of the code of conduct and grievance handling procedure presented herein as the second schedule.

(7) Where a dispute arises between an employer and an employee as to what constitutes an emergency or a compelling necessity, the dispute shall be referred to the Employment Council.

(8) An employer may discharge his obligation by paying an employee his full salary and allowances for, and in place of the period of notice required to be given in terms of this section.

(9) If an employee deserts or wrongfully terminates his or her employment without due notice, the employer shall pay such employee for the period during which he or she duly carried out his or her duties, but the employer may, upon approval by the Minister, in terms of section 13(2) of the Labour Act [*Chapter 28:01*] recover from the employee;

- (a) in the case of monthly paid employees, one twenty-second of one month's salary;
- (b) in the case of weekly paid employees, one fifth of one week's salary.

(10) For every working day which the employee should serve under notice but does not serve.

(11) An amount recoverable in terms of subsection (8) may be deducted by the employer from any moneys due to the employee by way of salaries, leave pay or otherwise.

(12) 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.

(13) The provisions of subsection (2) and (5) shall not apply to a casual employee.

(14) An employee who has given or received notice to terminate his or her employment shall not be required to take vacation leave during the period of such notice.

(15) Subject to the provisions of subsection (14) no employer or employee shall give notice of termination of service to run concurrently with sick leave, vacation leave.

(16) Subject to the provisions of subsection (5), no employer shall give notice of termination of employment whilst the employee is sick or disabled, unless or until such employee has been absent for a continuous period of not less than one hundred and eighty days

(17) 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 termination thereof.

Fixed term contracts

28.(1) This agreement has been entered into in accordance with the provision of the Labor Act [*Chapter 28:01*] between the Association of Rural District Councils of Zimbabwe (the employer organisation), of the one part, and the Zimbabwe Rural District Councils Workers Union (the trade Union) of the other part, being parties to the National Employment Council for Rural District Councils in Zimbabwe.

(2) Following the amendment of section 12 of the Labour Act [*Chapter 28: 01*] in amendment No. 5 of 2015, on section 4, the NEC for Rural District Councils has fixed the duration of contracts of employment for the sector as follows—

“Title

1. These by-laws may be cited as the Collective Bargaining Agreement: Rural District Councils (Capping of Continuous Renewal of Fixed – term contracts in the Rural District Councils sector), 2022.

Interpretation

2. In this Collective Bargaining Agreement “Rural District Councils Sector” means the sector as defined in section 3 of the Collective Bargaining Agreement: Rural District Councils, published in Statutory Instrument 87 of 2017.

Application

3.(1) These regulations shall apply to the Rural District Councils sector only and shall come into force on the date of publication (hereinafter referred to as the “effective date”).

(2) These regulations shall be binding on employers and employees in the Rural District Councils sector starting on the effective date.

Limitation of continuous renewal of fixed-term contracts

4. (1) A contract of fixed duration shall be deemed to be on a contract without limitation of time upon the expiry of a continuous period of service of 1½ years.

(2) A fixed term contract is renewable to a maximum of two times”.

Continuous service

29. (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 or her 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 such absence, he or she shall be deemed not to have broken his or her continuous service.

(3) If, upon the change of ownership of an establishment, an employee enters the service of the new employer, or continues his employment in the establishment, his or her service with the previous employer shall be reckoned as service with the new employer and shall be deemed not to have been broken by such change of employer.

Provided that, if, upon the change of employer, an employee is paid gratuity by the previous employer in terms of section 29 in respect of his or her service with that employer, the gratuity payable by the new employer on death, resignation, retirement or discharge of such employee may be reduced by the amount of the gratuity paid by the previous employer.

Protective clothing supplied to an employee shall become his or her property upon replacement of the same by the employer.

Record of service

30. (1) An employee, whose service is terminated, for any cause whatsoever, may request a record of service from his or her employer.

(2) The record of service supplied shall specify the period of service and the occupation in which the employee was employed.

Protective clothing and uniforms

31. (1) 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, or such protective clothing as is reasonably required for the operation or occupation in which the employee is engaged.

(2) Protective clothing supplied to an employee shall remain the property of the employer if he is responsible for mending, washing and maintaining such clothing.

(3) Protective clothing supplied to an employee shall become his or her property after three months if he is responsible for mending, washing and otherwise maintaining the clothing.

Provided that emblems and insignia provided by the employer to be worn on such clothing shall remain the property of the employer.

(4) Every employer shall supply, suitable goggles or face-shields to all employees engaged in operations which expose them to glare or the danger of a foreign body entering the eye and this shall remain the property of employer.

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

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

(7) Every employer who requires his or her employees to wear uniforms shall supply free of charge such uniforms to his employees.

(8) If a employee loses any clothing or equipment supplied in terms of this section, he or she may be required to refund to the employer the whole or any part of the cost of such lost clothing or equipment and the employer shall make due allowance for wear and tear in assessing such cost:

Provided that—

- (a) proof of such cost shall be made available to the Employment Council if so required; and
- (b) the amount of any refund an employee may be required to pay shall not be more than twenty-five percent of the employee's monthly salary in one month, except where the contract of employment is terminated.

Health and safety

32. Each employer is required to comply with the provisions of Statutory Instrument 68 of 1990 concerning health and safety in the workplace.

Gratuities on termination of employment

33. (1) This section shall apply to all permanent employees who are covered within the scope of this agreement.

(2) Subject to the provisions of subsection (5) an employee who has completed five or more years of continuous service shall, on the termination of such service, irrespective of the circumstance of such termination, be paid a gratuity of not less than the amount derived by multiplying the appropriate percentage of his or her monthly salary by the number of completed years of continuous service, as set in the fourth schedule.

(3) Gratuity shall be paid to all employees including those on pension; and subject to this section, employers and employees in any workplace may negotiate for increased and more favorable gratuity, where such negotiations take place special consideration shall be given to employees who are not on pension.

(4) If an employee who has completed five or more years of continuous service dies before receiving gratuity in terms of subsection (1), there shall be paid into his estate the sum, which the employee would have received if his or her contract of employment had terminated on the day of his death.

(5) 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 amount owed to the employer by the employee or by his or her estate in terms of a civil judgment in favour of the employer and arising from 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) valid criminal charge of theft or fraud against the employee; or
 - (ii) cause a civil summons to be issued, claiming from the employee, or estate, a sum alleged to be owed to the employer by reason of theft or fraud committed by the employee.

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

(5) If the court proceedings 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 the full sum withheld by him or her in terms of paragraph (b) of that subsection, the employer shall, within three working days, pay the whole or the balance of that sum, whichever is appropriate, to the employee or his or her estate, as the case may be, together with interest at the rate for unsecured bank lending rate prevailing on the day of payment, from the date on which the gratuity should have been paid.

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

Termination of contract

34. (1) This section shall apply to all employees whose contract of employment is terminated in terms of this Agreement.

(2) Where an employee is dismissed for a misconduct listed in the Second Schedule of this Agreement and all procedures of the Code of Conduct have been complied with: —

(3) If for any reason such an employee is reinstated without loss of salaries and benefits, it should follow that upon reinstatement, payment of such salaries and benefits shall be made using the rate applicable at the time of reinstatement.

(4) Any such employee should not suffer any reduction in terms of grade, salaries and benefits accrued whilst on dismissal unless it is expressly stated and in compliance with this Agreement.

Acts of interference by the employer in the activities of the worker organisations

35. No employer shall interfere with a Workers Committee or Trade Union with respect to the establishment, functioning or administration of the Workers Committee or Trade Union.

Retirement age

36. Subject to this section, the retirement age shall be as follows —

- (a) early retirement shall be at the age of sixty (60) and an employee wishing to go on early retirement shall with three months submit a request to his or her employer giving notice of his or her intention to retire early;
- (b) the normal retirement age shall be sixty-five years (65). An employer may retire any employee who reaches the normal retirement unless the employer and employee agree on late retirement;
- (c) late retirement shall be seventy years (70) and an employee may go on late retirement upon agreement between the employer and the employee.

Registration and employment council dues

37. (1) Every Rural District Council in Zimbabwe proclaimed in terms of the Rural District Council Act [Chapter 29:11] shall be deemed as registered in terms of this provision.

(2) All employers and employees engaged in the Rural District Councils in Zimbabwe shall from the date of publication of this agreement pay dues to the Employment Council and all employers

shall deduct from the salary or wage of each of the said employees the appropriate amount due.

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

(4) The dues shall be paid by the employee at a rate of two percent of the employee's monthly gross salary as at the date of deduction and at the same percentage by the employer thereafter at the end of each succeeding month. The employer shall be required to send a return on a monthly basis detailing the gross salary, the employee and employer contribution and the total number of employees at the time of deductions.

(5) For the avoidance of doubt; NEC deductions shall be done on—

- (a) basic salary;
- (b) housing allowance/benefit;
- (c) transport allowance/benefit;
- (d) food hamper;
- (e) electricity allowance; and
- (f) water allowance;
- (g) bonus.

(6) Unless where the NEC agrees otherwise, deductions and remittances to the NEC shall be made using the currency used to pay the salaries and allowances from which the deductions are made.

(7) The dues to be paid by each employer each month shall be that amount which equals the total of the deductions made in terms of subsection (3) of this section.

(8) Each employer shall forward the total of the employee and employer's dues to be received at the Employment Council's office not later than the 14th day of the month following that to which the dues relate failure of which a penalty of fifteen percent per annum will be charged.

(9) The NEC shall use any other means to recover contributions from employers including, but not limited to reference to law firms and or to the relevant for criminal prosecution.

(10) Noncompliance is in breach of section 82 of the Labour Act and Councils that fail to pay NEC dues will be handed over to the ZRP licensing authority for prosecution.

Duties of designated agents

38.(1) The DA shall attend to disputes or unfair labour practices in terms of section 63 and 93 of the Labour Act:

Provided that the DA shall not entertain a matter that has already been determined.

(2) The DA shall have the discretion to either redress or attempt to redress a dispute or an unfair labour practice referred to him/her or has come to his/her attention.

(3) Where the DA decides to conciliate, he/she shall—

- (a) attempt to settle the matter through conciliation;
- (b) if the dispute or unfair labour practice is settled by conciliation, the DA shall record the settlement in writing, which shall be registable with the relevant court for enforcement upon default. The certificate of settlement signed by parties to enable enforcement shall be issued by the DA and it shall have the effect of enforcement of a civil judgment of the appropriate Court.
- (c) if the parties fail to settle within 30 days the DA shall issue a Certificate of No Settlement provided that parties may agree to extend conciliation, and refer the matter to—
 - (i) compulsory Arbitration if the dispute is a dispute of right; or
 - (ii) may, upon agreement by the parties, refer the matter to Voluntary Arbitration if the dispute is a dispute of interest:

Provided that if a matter is referred to Voluntary Arbitration each party shall appoint its own arbitrator and the NEC shall appoint a third arbitrator to chair the arbitration tribunal.

Parties will meet the costs of arbitrators for compulsory arbitration and for voluntary arbitration, parties will pay for their appointed arbitrators.

(4) Where the DA decides to redress the dispute or unfair labor practice—

- (a) The DA shall request the parties to file written submissions within given timelines;
- (b) The DA may call the parties for an oral hearing if he/she requires clarification or upon request by either party;
- (c) The DA shall issue out a determination on the written submissions or after hearing the parties;
- (d) The DA may proceed to determine a matter on the record of proceedings if a party or both parties fail to file all the submissions within the given timelines.

Inspections

39.(1) During inspections, where a designated agent detects an unfair labour practice, the Designated Agent shall —

- (a) write a report detailing the extent of the unfair labour practice; and make recommendations on addressing the unfair labour practice;
- (b) serve copies of the report on the employer, the employee and or their representatives;
- (c) provide timelines within which the unfair labour practice should be addressed;
- (d) institute dispute settlement proceedings in terms of the Labour Act if the unfair labour practice is not addressed within the given timelines;
- (e) where the unfair labour practice is addressed, the Designated Agent shall record the details of the settlement and serve a copy on the parties and their representatives.

Enforcement of decisions by the designated agents

40.(1) Determinations by Designated Agents are enforceable in terms of the law. These include Certificates of Settlement which would not been complied with within the agreed timelines.

(2) Any party that intends to register the decision of the Designated Agent, may approach the relevant courts for registration in the event that the other party would have failed to comply with the decision at any given time.

Workers committees

41. (1) Employees employed by one council may appoint or elect a Workers Committee to represent their interests; the workers committee shall consist of employees who are—

- (a) in Grades 1–9 positions in terms of these rules;
- (b) from all the departments and stations of the Rural District Council to enable representation of all employees by departments and stations;
- (c) provided that, a department or station with a larger number of employees may have more representatives;
- (d) every employee within the stated category, regardless of gender may run for the office of workers committee:

Provided that, no managerial employee shall be appointed or elected to a workers committee, nor shall a workers committee represent the interests of managerial employees unless such workers committee is composed solely of managerial employees appointed or elected to represent their interests.

(2) The composition and procedure of the workers committee shall be as determined by the employees at the workplace concerned:

Provided that; a workers committee shall comprise of not less than three and not more than fifteen members who shall be representative of the different departments and sections of the council:

(3) Members of the workers committee shall from among themselves elect—

- (a) a Chairman who shall be responsible for presiding over all meetings;
- (b) a Secretary who shall be responsible for taking minutes in meetings and for keeping records;
- (c) representatives who will sit in disciplinary committee as provided in this agreement.

- (d) representatives who will sit in the works council as provided in this agreement.

(3) The functions of the workers committee shall include *inter alia*—

- (a) to represent the employees in any matter affecting their rights and interests;
- (b) to negotiate with the employer on conditions of service for the employees;
- (c) to represent employees in the works council negotiations;
- (d) to provide employee representative to the works council
- (e) to properly advise fellow employees on issues affecting them. Members of the workers committee may seek the assistance of the NEC Designated Agent or trade union in giving advice to other employees.

Works councils

42. (1) In terms of section 25A of the Labour Act [*Chapter 28:01*]; In every establishment in a workers committee representing employees other than managerial employees has been elected, there shall be a works council—

- (a) the works council shall be composed of an equal number of members representing the employer and the workers committee.
- (b) the works council shall meet regularly to discuss issues affecting both the council and the employees. It is advisable to have meetings of the works council included in the council calendar of meetings.
- (c) the works council should aim to discuss all issues affecting the employees and try by all means to avoid cases spilling into the courts.

(2) Issues to be discussed at the works council shall include but not limited to—

- (a) focus on the best interests of the council and its operations;
- (b) address issues affecting employee motivation;

- (c) focus on the best possible of council human capital, equipment and other resources in order to achieve the best standards of service delivery and productivity;
- (d) foster, encourage and maintain good relations between the council and its employees at all levels, and to understand and seek solutions to their common problems;
- (e) promote the general and common interests, including the health, safety and welfare of both the council and its workers; and
- (f) in general, to promote and maintain the effective participation of employees in council, and to secure the initial co-operation and trust of employees, that employer and any registered trade union representing employer in council, in the interest of labour and industrial harmony;
- (g) negotiate for improved conditions of service in terms of section 25 of the Labour Act as read with section 74(6) of the Labour Act;
- (h) receive notifications for retrenchment in terms of sections 12c of the Labour Act;
- (i) negotiate codes of conduct for council;
- (j) discuss and recommend alternatives to retrenchment in terms of Section 12D of the Labour Act;
- (k) discuss and make recommendations on issues regarding restructuring of the workplace caused by the introduction of new technology and work methods.

Exemptions

43. (1) The Employment 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.

(2) Any employer who intends to retrench or send employees on short working hours shall make an application of such intent to the Exemptions Committee of the Employment Council. The Exemptions Committee shall also act as the appeals committee on disputes referred to it in terms of the code of conduct in these conditions of service.

(3) Applications for exemption in terms of subsection (1) shall be made, in writing, to the Employment Council, giving reasons thereof and attaching the minutes of the works council meeting, where parties agreed to be exempted from the provisions as applied.

Provided that where parties have failed to agree for exemption at works council the party making such an application shall attach any proof justifying the need to be exempted from any such provision. These documents may include; but not limited to; current bank statements, pay rolls; statement of income and expenditure and current budgets.

(4) Application for exemption should be addressed to the General Secretary of the Employment Council, who within 14 days of receipt of such an application shall refer it to the exemptions committee as set out in terms of sub-section (6).

(5) An application for exemption must be specific on the areas and the extent to which the party making such an application needs to be exempted. The application must also state the period during which the parties need to be exempted. Application for exemption from payment of new NEC salary rates must be made within 30 days of the announcement.

(6) The Employment Council shall appoint an Exemptions Committee consisting of—

- (a) a member of the Executive Committee as Chairman.
- (b) one member from the party providing the Chairman and;
- (c) two members from the party not providing the Chairman;
- (d) a Secretary, who is an officer of the Employment Council.

(7) The Exemptions Committee shall within fourteen days sit to consider all exemption applications referred to it by the Secretary of the Employment Council and make determinations thereon. The Committee shall have the power to grant or set aside exemption applications.

(8) The decision of the Exemptions Committee shall be communicated to the parties concerned in writing within seven days of deliberations.

Collective Bargaining Agreement: Rural District Councils

(9) In the event of the Exemptions Committee failing to reach a consensus decision, members may proceed by way of passing deliberative votes by secret ballot. In the event of a stalemate, the Chairperson shall pass a casting vote.

(10) The Committee shall, however, strive to make objective decisions basing on the submissions made by the applicants and the agreements reached at the Works Council.

(11) Appeals against the decision of the Exemptions Committee shall be directed to the Labour Court within the timeframes stipulated in the Labour Court Rules.

Meetings

44. (1) Every employer shall permit an employee, on the request by the Employment Council, to attend Employment Council meetings.

(2) Every employer shall permit an employee at the request of the Trade Union to attend trade union meetings.

Copy of agreement and notice

45. (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) No person shall alter, deface or remove, or cause to be altered, defaced or removed, the copy of this agreement, save on the instructions of the employer when carrying out his or her responsibilities under subsection (1).

Administration

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

Declaration

47. The Association of Rural District Councils in Zimbabwe (Employer's Organisation) and the Zimbabwe Rural District Councils

Workers Union(Trade Union) 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 employers and employees on the day of February, 2024.

Dr. I. MATSILELE,
ARDCZ Secretary General (Employers' Representative).

Dr. JOSHUA M. NYASHANU,
Chairman—NEC *for*: Rural District Councils.

JAMES C. GUMBI,
ZRDCWU General Secretary (Employees' Representative).

WASHINGTON RUZIWA,
General Secretary—Nec *for*: Rural District Councils.

Collective Bargaining Agreement: Rural District Councils

FIRST SCHEDULE

POSITIONS AND GRADES

Grades are subject to Job Evaluation from time to time.

Job title	Position/description	grade
Fishing crew	Means an employee who is responsible for the harvesting of fish using a rig	1
General Hand	An employee who is engaged in the general cleaning of council grounds and offices and other general labouring duties	1
Grounds Man	An employee who is involved with the general maintenance of council grounds or any other premises belonging to council.	1
Messenger/Office Orderly	An employee engaged in collecting, delivering and conveying letters, parcels, memorandum between offices and between council and other organizations. May be required to clean offices, toilets, make tea	1
Cemetery Attendant	Means an employee who is employed to maintain cemetery grounds, digging of graves and burial of people	1
Sewer Attendant	Means an employee whose main duties are to maintain sewer infrastructure.	1
Plantation Employee	Means an employee who is engaged to work in plantations.	1
Maintenance Charge Hand	Responsible for the general maintenance of council structures	2
Waiter/Waitress	serves meals and drinks inside or outside a council canteen or guest lodge. Also assists in the cleaning of the dining rooms and kitchens and associated equipment and utensils.	2
Livestock Keeper	An employee who takes care of livestock including feeding and treatment.	2
Food Handlers	employee engaged in the preparation and dishing of food in a council canteen and/or guest lodges.	2
Resources Monitor	Means an employee responsible for overseeing the protection of natural resources within the council area	2
Tyre Fitter	Means an employee responsible for removing and fitting of tyres on council vehicles or equipment	2
Assistant Mechanic	An employee with formal training or appropriate experience who assists a Mechanic or repairs and services as required.	3

S.I. 33 of 2026

Job title	Position/description	grade
Tractor Driver	An employee engaged in the operation of a tractor in the maintenance of roads and other council duties	3
Security Guard	To safeguard company property and to check incoming and outgoing goods and persons	3
Non – motorized Plant Operator	Operates non- motorized plant and equipment in the maintenance of roads and other works.	3
Semiskilled Builder	Means an employee without formal training and/or appropriate experience who undertakes building works.	3
S e m i - S k i l l e d Plumber	Means an employee without formal training and/or appropriate experience who undertakes plumbing works.	3
Cashier	Receiving incoming cash at office or during mobile revenue collection and banking and disbursements is also the custodians of cash receipt books and issues out receipts.	3
Handyman)	Means an employee engaged to do general maintenance works.	3
Pound Master	An employee responsible for identifying and keeping stray livestock before they are put on auction.	3
Forest Ranger/Game Ranger	Means an employee responsible for managing and protecting hunting concessions and human wildlife conflict.	3
Gang Leader	Supervises a group of workers carrying out work on road/works and maintenance	4
Meter Reader	Takes meter readings for billing and other purposes.	4
Class Four Driver	Drives light vehicles to carry out various crucial duties as may be assigned	4
Security Sergeant/Lance Corporal	Responsible for the duties of security lance corporal guards	4
Stores Clerk	Means an employee who is responsible for management of council stock.	4
Revenue Collector	Means a person responsible for collecting revenue for council from rate payers	4
Mechanic Class 3	Means an employee who has been certified or registered by the apprenticeship branch of the ministry of transport as a skilled worker class 3 and may carryout vehicle repairs in the council workshop.	5
Clerk/Receptionist	Operates telephone switchboard by handling incoming and outgoing calls. Receives visitors and direct them. Also does typing services for some departments of councils as arranged	5

Collective Bargaining Agreement: Rural District Councils

Job title	Position/description	grade
Roads Foreman	Ensures roads and works maintenance are carried out according to required specifications, also supervises the gang working on the roads and makes sure they have the required equipment	5
Senior Cashier	Receives incoming cash, does banking and disbursement issues and issues receipts and books. Also supervises the work of cashiers	5
Class 2 Driver	Drives heavy duty vehicles except those that carry passengers and must be in possession of a class 2 driver's license	5
Senior Scout	A person responsible for the supervision of Game Scouts or Rangers	5
Leases Clerk	An employee responsible for filing and keeping of leases in appropriate order as required by the council	5
S u b O f f i c e Administrator	An employee who supervises work at any council sub office	5
Pump Minder	Means an employee responsible for repairing boreholes, monitoring, sitting, drilling and installation of boreholes and training of village pump minders.	5
B o r e h o l e R i g Operator	Means an employee who operates the draw-work during drilling activities and complex maneuvers, assist rig down up operations by coordinating and controlling, driving, drilling rig operation, fill up a daily drilling report for the activities performed, update pipe tally book and draft dimensioned drawings of the equipment run in the well and receives instructions for drilling parameters.	6
Back Hoe Operator	Means an employee responsible for loading and offloading materials, operating the machine for excavating and scoping materials, responsible for operating earth moving machines or construction equipment and maintains safety so as not to cause any harm to anyone. Checking of construction sites visually and check for land grading where a variety of underground utilities are located, and other obstacles that may hinder or affect construction.	6
Extension Officer / Environment Clerk	Means an employee who advises farmers on appropriate land use for cropping and livestock. Conducts awareness campaigns on appropriate farming methods, conducts environmental protection campaigns, identifies and fines offenders performing illegal farming activities. Attends to land settlement disputes, mining activities, and fisheries state plantations. Keeps records and produces reports on work carried out	6

S.I. 33 of 2026

Job title	Position/description	grade
I T Systems Officer	Means an employee responsible for Data processing, Administration of Pastel, Accounting, council IT, Security, email and website management, LAN, WAN, VPN, maintenance of council ICT equipment (Head Office and Sub office), liaising with ICT service providers, training of staff in ICT, Supervising billing system, generation of management reports etc	6
Audit Clerk	Means an employee responsible for writing audit programs, engagement letters. Assisting in audit activities, including carrying out spot checks on cash and stock items on a regular basis, carrying out spot checks on resource utilization by departments verifying records and financial data to check for accuracy. Ensuring compliance and adherence to control policies and procedure and maintaining audit files and documents.	6
Accounts Clerk	Carries out several accounting duties such as processing and payment of creditors' invoices, reconciliation of statements, invoicing of clients, ledger maintenance, etc. may complete journal vouchers as required.	6
Motorized Grader Operator	Operates the motorized grader in the construction and maintenance of roads	6
Beer hall Manager	Performs the ordering of stock for the beer hall, supervises beer hall staff, ensures that all cash from beer sales is properly banked and the beer hall is clean and properly run.	6
Revenue Clerk	Receives cash from rate payers within the assigned area, may go out to follow-up on rates from the ratepayers, keeps records of all ratepayers within the assigned area and ensure that rates are paid timeously, also keeps all relevant cashbooks and files	6
Registry Clerk	Means an employee responsible for receiving filing and directing mail to the intended recipients within council.	6
Clerk	Does typing of all documents, emailing, faxing and photocopying of documents	6
Senior Handyman	An employee who supervises housing and roads gangs, carpenters and plumbers in their duties Means an employee who is responsible for general maintenance works, such as housing carpentry, painting, plumbing, etc of council buildings.	6
Water and Sanitation Technician/ Plumber	Means an employee responsible for supervision of staff engaged in construction and maintenance of water points and sanitary facilities	6

Collective Bargaining Agreement: Rural District Councils

Job title	Position/description	grade
License Inspector	Means an employee engaged to inspect licenses and enforce revenue payments to Rural District Council in terms of its by-laws.	6
Administrative Clerk	Means an employee engaged to do all clerical work in the administration department	6
Education Clerk	Means an employee responsible for the administration of council schools including audits	6
Planning Clerk	Means an employee engaged to assist the Planning Officer in the performance of his duties	6
Human Resources Clerk	Means an employee responsible for all Clerical work within the Human Resources Department	6
Bookkeeper/ Senior Accounts Clerk	Means an employee who performs accounting operations for council up to Trial Balance and assist the accountant in preparation of periodic financial statements.	7
Data Capture Clerk	Captures and or verifies data via terminals using a keyboard	7
Procurement Assistant	Means an employee who is responsible for purchasing all Council goods, services and construction works etc as required.	7
Assistant Artisan		8
Credit Controller		8
Building Technician/ Inspector)	Means an employee responsible for plan approvals, building stages, inspection of state of buildings, maintenance of council buildings etc in a council area.	8
Township Superintendent	Means an employee who is responsible for coordination and supervision of council works in a particular township or area.	8
Roads and Works Foreman/ Technician	To read: Ensures roads and Works maintenance are carried out according to required specifications, also supervises the gang working on the roads and makes sure they have the required equipment.	8
Planning Officer Planning Officer/ Technician)	Means an employee responsible for spatial planning and development control in a council area.	8
HR Personnel/ Salaries Officer	An employee who attends to all personnel issues in council and administers the payroll.	8
Private Secretary/ Personal Assistant	Does typing work, setting of meetings, sending out agendas, taking of minutes, receiving of visitors and keeping the diary of a senior officer within council. e.g Chief Executive Officer	8

S.I. 33 of 2026

Job title	Position/description	grade
Bookkeeper/ Assistant Accountant	Means an employee who is responsible for supervising the work of accounts clerk in carrying out their duties as defined in this section	8
Registry supervisor	An employee who supervises the receiving, filing and directing of mail to the intended recipients within council.	8
Salaries Officer	Calculates wages and salaries due from records and makes appropriate deductions for medical and pension, tax, e.t.c. Records relevant details on salary or pay slip balances and reconciles payroll and makes sure all council employees are properly paid.	8
Guest House Supervisor	Supervises all operations of council guest houses including bookings and ensuring that the guest houses are properly maintained	8
GIS Officer	Means an employee responsible for the collection of geographical information (capturing of location of assets such as road barriers, flood defenses using GPS tools). Storage analysis and presentation of geographical information creating and maintaining the structures for GIS data storage.	8
Roads and Works Technician	Means an employee who prepares daily programs of works, unites civil construction monthly reports, unites civil construction project proposal for approval by the Engineer. Monitors and evaluates progress on civil works projects. Surveys road condition periodically and makes appropriate recommendations to the Engineer compiles return sheets on used equipment on a daily basis, supervises subordinates.	8
Assistant Workshop Foreman	Means an employee who aides in supervising the maintenance and repairing of council equipment, also keeps records of such repairs and maintenance.	8
Community Development Coordinator	Assists community groups in project proposals and sourcing of funds for projects.	9
Accountant/ Assistant Treasure/ Finance Officer	Perform accounting operations for council including preparation of annual balance sheets and similar periodic financial statements	9
Internal Auditor	Means an employee responsible for the Internal Audit functions in council.	9
Assistant Administration Officer	Takes instructions from the administration officer in implementing all administrative functions of council	9

Collective Bargaining Agreement: Rural District Councils

Job title	Position/description	grade
Assistant Executive Officer	An employee who takes instructions from the Executive Officer in the implementation of council policies and function	9
Farm Manager	Means an employee responsible for supervision of all farming activities within council	9
Professional Hunter	An employee trained in the hunting of wild game and the operations in game concessions, national parks, sanctuary and safari areas as designated by the Department of Wildlife	9
Projects Officer/ Business Development Officer	An employee responsible for planning, implementing and monitoring council revenue and income generating projects	9
Systems Administrator/ Information Technology Officer	Means an employee with technical knowledge and training who attends to computer software and hard work systems.	9
Environment Health Technician/ Officer	Means an employee that inspects trading and non-trading premises within a council area. Also appraises building plans.	9
Geographic Information Systems Officer	Means an employee responsible for managing Geographic Information Systems Database and managing remote sensing equipment.	9
Community Development Coordinator	Means assists community groups in project proposals and sourcing of funds for projects.	9
Security and Transport Officer (New)	Means an employee responsible for all security matters in council.	9
Civil Technician (New)	Means an employee responsible for all Civil works roads, plumbing works, water works, etc. in council and reports to the District Engineer.	9
Procurement Officer	Means an employee responsible for purchasing all council goods, services and construction works etc in terms of the Public Procurement and Disposal of Public Assets Act [Chapter 22:23]	9
Housing and Social Services Officer	Means and employee in charge of Housing and Social Services functions in council	9

S.I. 33 of 2026

Job title	Position/description	grade
IT Manager	Means an employee who heads the I.T department. Puts in place ICT programs for council and supervises staff in the development and implementation of I.T programs.	9
Civil Technician	Means an employee who reports to the District Engineer in planning and implementing civil works which include roads, water and sewer reticulation and other civil works.	9
Assistant Treasurer	Means an employee who directly reports to the Finance Director in managing council finances, including income and expenditure and setting up and monitoring of Accounting procedures.	9
Housing Officer	Means an employee responsible for planning and estate management of council houses, garbage collection and disposal, educational planning, development and management of council schools in liason with the relevant ministry.	9
Finance Officer	Means an employee who collects revenue from cash points, compiles payment vouchers, prepares monthly financial reports, produces bank reconciliation statements, prepares debtors and creditors reconciliations, annual budgets and final accounts, updates cashbooks manages financing of income generating projects. Performs any other similar duties.	9

SECOND SCHEDULE

EMPLOYMENT CODE OF CONDUCT

Title

1. This code may be cited as The Employment Code of Conduct for the Employment Council for Rural District Councils of Zimbabwe

Application

2. This code binds all permanent, contract and casual employees in grades 1-9 in all Rural District Councils in Zimbabwe at any level.

Interpretation

3. In this code—

Collective Bargaining Agreement: Rural District Councils

- “chairperson” except where the context shows otherwise means the chairperson of a Disciplinary Committee;
- “council” means National Employment Council for Rural District Councils formed in terms of section 56 of the Labour Act [*Chapter 28:01*];
- “designated agent” means a person appointed by the employment Council in terms of section 63 of the Labour Act [*Chapter 28:01*];
- “disciplinary action” means any formal action taken in accordance with the provisions of this code to correct the unsatisfactory conduct or performance of an employee;
- “disciplinary committee” means a committee that presides over cases of misconduct;
- “exemptions committee” means the Exemptions Committee of the national employment council formed in terms of section 31 of these conditions;
- “employer” means a Rural District Council formed in terms of the Rural District Council Act [*Chapter 28:13*], or any person whether juristic or not whatsoever who employs or provides work for another person and remunerates or expressly or tacitly undertakes to remunerate him and include the manager, agent or representative of such person who is in charge or control of the work upon which such other person is employed; and as provided for in the Labour Act [*Chapter 28:01*];
- “grievance” means any dissatisfaction arising out of work or work situation;
- “head of department” means a person holding the position of or employed as a Head of Department, in any council;
- “N.E.C” means the National Employment Council for Rural District Councils;
- “misconduct” means an act which violates rules and regulations of a workplace in terms of this code;
- “penalty” means corrective action or disciplinary action to be administered arising from the verdict of guilty given;
- “workers committee” means a committee formed in terms of section 23 of the Labour Act [*Chapter 28:01*] to represent the interest of workers at the workplace;
- “workplace” means a place where an employee is assigned to perform the duties given to him or her by the employer;
- “workers representative” means a fellow employee, workers committee member, Trade Union Official or any person of the employee’s choice including a legal practitioner.

1. Aims

- 1.1 The aim of this code is to promote and encourage workplace harmony by providing uniform. Procedure in investigating allegations of misconduct offences and in maintaining discipline with the workplace.
- 1.2 Where discipline is properly handled and fairness and quality observed, the resultant culture is that of transparency and consistency which in turn enhances effective service delivery in councils through a disciplined and motivated workforce.
- 1.3 To enable all employees to enjoy legal rights as enshrined in the Labour Act [Chapter 28:01] and other relevant legislation.

The guiding principles of the code

4. To ensure rules of natural justice are observed in dispute settlement, which include.

- The need to properly and thoroughly investigate alleged offences before a penalty is passed.
- The need to be objective in dealing with disciplinary matters.
- The right for alleged offenders to be heard and to call witnesses before a decision on a matter can be made.
- The right to appeal against a decision when aggrieved.

Access to the code

5. All employees covered by these conditions of service are bound by this code and shall therefore be issued with copies of this code and any amendments shall be displayed on noticeboards at all workplaces.

Responsibilities of employer

6. Employer shall have the following responsibilities in terms of this Code—

- (a) maintain order and discipline in accordance with the provisions of this Code;
- (b) ensure that employees abide by the provisions of this Code;
- (c) to ensure that fair labour practices at the workplace as defined in the Labour Act [Chapter 28:01] are adhered to;
- (d) to work with employee representatives in establishing effective disciplinary and grievance handling procedure;
- (e) to issue out copies of the code and educate employees on the provisions thereof.

Collective Bargaining Agreement: Rural District Councils

Rights and duties of employee representatives

7. In this Code, the Employee Representative shall have the following rights and duties:—

- (a) promote and protect the rights and interest of the employees;
- (b) to work with the Employer in establishing effective disciplinary and grievance procedures;
- (c) ensure that fellow employees familiarize themselves with and abide by the provisions of this code;
- (d) to ensure that fair labour practices at the workplaces as defined in the Labour Act [Chapter 28:01] are adhered to.

Offences

8. Under this code offences shall be categorised as follows;

(a) Minor Offences

- (1) Absence from work for one day i.e Failure by the employee to report for work for one day without permission from his supervisor or reasonable excuse.
- (2) Poor time keeping i.e—
 - (i) reporting late for duty without permission or valid reason or excuse after the time stipulated for commencement of work.
 - (ii) leaving the workplace early or stopping work before normal stopping time without permission or valid reason.
 - (iii) being absent or wandering off from specific place of duty without permission or reasonable excuse. This includes unauthorized extension of tea or lunch breaks.
 - (iv) unauthorised absence from the workplace during working hours; or spending time during working hours visiting other departments, talking socially to other staff or visitors without valid excuse.
 - (v) minor break of security regulations. Any employee who disregards set council security regulations even if this does not result in any loss of property shall be guilty of minor break of security regulations.
 - (vi) concealing defective work. Any employee who knowing that he or she or any other person has done defective work or has not properly done his work or has done work which is not up to standard shall be guilty of concealing defective work.
 - (vii) negligence. Failure to exercise proper, due care in discharging one's duty to the extent that the task has to be repeated or equipment or person are at risk of damage or injury.

- (ix) horseplay or rough behavior. An employee engages in horseplay or rough behavior if he or she engages in rowdy and noisy behavior which includes pushing each other even as a joke.
- (b) Serious offences
 - (i) Negligence, damage or misuse of council property. This is when an employee loses or damages employers' property through careless or negligent behavior.
 - (ii) Unsatisfactory work performance. An employee performs his or her work unsatisfactorily if he or she fails to take due care and attention in the performance of his or her job leading to substandard work or passing time idly and inefficiently resulting in failure to complete tasks.
 - (iii) Habitually reporting for work late. An employee commits an act of offence if he or she is in the habit of continuously reporting late for work after the stipulated time for the commencement of work.
 - (iv) Driving Council vehicle without a license or authority. An employee commits an act of misconduct if he or she drives a council vehicle plant and equipment without a license or even if they have a valid driver's license if he or she drives the vehicle without authority.
 - (v) Unauthorized absence from work for 2 to 3 consecutive days. An employee commits a serious offence if he or she fails to report for work for 2 or 3 consecutive days without any reasonable cause and without authority.
 - (vi) Sleeping during working hours. An employee sleeps on duty if, while performing his or her work, he or she falls asleep or fails to keep awake. It is a serious offence for an employee to sleep on duty and during working hours.
 - (vii) Conducting private business during normal working hours. It is a serious offence for an employee to conduct his or her own private business of any nature; or to work for another person during normal working hours when he or she is officially at work.
 - (viii) Carrying unauthorised passengers in council vehicles. This is when an employee carries unauthorised passengers in a council vehicle whether for personal gain or not.
 - (ix) Disregarding communication channels. This is when an employee ignores the set communication channels within council either in airing their grievances or in the performance of their work.

Collective Bargaining Agreement: Rural District Councils

- (x) Pirating using council vehicle. An employee commits a serious offence if he or she uses a council vehicle to ferry unauthorized passengers in return for money.
 - (xi) Noncompliance with the chain of authority without a valid reason. This is when an employee disregards the laid and organizational decision-making structure in the performance of his work or in communicating his or her intentions.
 - (xii) Using abusive language, gestures or demeaning language against a core worker. Using abusive language, gestures or demeaning language against a co-worker or anyone. An employee commits a serious offence if he or she uses bad language which is abusive, provocative and demeaning against a co-worker or anyone in the workplace.
 - (xiii) Discourteous behavior to clients, visitors and other employees. This is when an employee behaves in a disrespectful manner, whether verbally or physically towards council clients, visitors, councilors and other employees.
- (c) Very serious offences
- (i) Willful damage or serious neglect of the employer's property
willful damage or serious neglect of the employer's property. An employee willfully damages property if, without necessity or justification, he or she deliberately causes damage to any property belonging to council, or destroys it, or is reckless, or does not care whether such property would be damaged or destroyed.
 - (ii) Unauthorized absence from work for 4 consecutive days without leave or reasonable cause. An employee commits a very serious offence if he or she does not report for work for 4 consecutive days without any reasonable explanation and without obtaining any authority.
 - (iii) Non-compliance with established procedures/standing instructions and refusal to take instructions from a person in authority. An employee is in breach of this section if he or she fails to adhere to set council procedures and standing instructions and also if he or she refuses to take instructions from a person in authority whilst performing his or her duties.
 - (iv) Obstructing or refusing to co-operate with Security Personnel/ Audit Officers/Human Resources Officers in the performance of their duties. An employee commits a serious offence if he or she refuses to co-operate with personnel from Security, Audit and Human Resources whilst they are going about their duties, an example is when investigations are underway.

- (v) **Malingering.** An employee is guilty of malingering if he or she obtains leave by false pretence or falsely obtains medical certificate in order to obtain sick leave.
- (vi) **Aiding theft.** An employee aids in theft if he or she assists, encourages or permits the stealing of any employers property or any other employee's property and deliberately refuses to give information of such theft. An employee aids in theft if he or she assists, encourages or permits the stealing any employer's property, any other employer's property or any other person's property, and deliberately refuses to give information of such theft.
- (vii) **Failure to report an accident.** An employee commits a serious offence if he or she, after witnessing an accident involving council property, deliberately fails or refuses to report such accident.
- (viii) **Refusal to work overtime.** This is when an employee refuses to work overtime when the work so demands and has been instructed by a person in authority to work overtime in terms of the conditions of employment.
- (iv) **Possession of dangerous weapons in the work premises without permission.** An employee is in breach of this code if he or she brings in dangerous weapons for any reason, within the workplace without proper authority.
- (d) **Gross misconduct offences**
 - (i) **Misappropriation.** An employee commits this offence when an employee misuses or diverts funds or council property entrusted to him/ her whether for personal gains or otherwise.
 - (ii) **Theft.** Any employee who takes property capable of being stolen knowing that another person whether employer, council or another employee is entitled to own, possess or control the property or realizing that there is a real risk or possibility that another person may be entitled and intending to deprive another person permanently of his or her ownership, possession or control or realizing that there is a risk or possibility that he or she may so deprive the other person of his or her ownership, possession or control shall be guilty of theft .
 - (iii) **Fraud.** Any employee who makes a misrepresentation intending to deceive another person or realizing there is a risk or possibility of deceiving another person to act upon the misrepresentation to his or her prejudice or realizing that there is a real risk or possibility that another person may act upon the misrepresentation to his or her prejudice shall be guilty of fraud.

Collective Bargaining Agreement: Rural District Councils

(iv) Bribery or Corruption

- (a) Any employee who obtains or agrees to obtain or solicits or agrees to accept for himself or any other person any gift or consideration as an inducement or reward for doing or omitting to do or having done or omitted to any act in relation to his or her principal's affairs or business.

OR

- (b) for showing or not showing or having shown or not shown, any favour or disfavor to any person or thing in relation to his or her principal's affairs or business knowing or realizing that there is a real risk or possibility that such gift or consideration is not due to him or her in terms of an agreement or arrangement between himself or herself and his or her principal shall be guilty of bribery.
- (v) Inciting, encouraging or recommending unlawful collective job action. This is when an employee acts or speaks in a way that incites, persuades or encourages other employees to take illegal collective job action.
- (vi) Any act or conduct or omission inconsistent with the fulfillment of the express or implied conditions of the employee's contract of employment. An employee commits a gross misconduct offence if he indulges in any act which goes against the spirit of his or her contract of employment either implied or express.
- (vii) Willful disobedience to a lawful order. This is when an employee shows clear intention that he or she will not carry out on lawful order given by a person in authority, whether written or oral.
- (viii) Absence from work for a period of five or more days without leave or reasonable cause. It is a gross misconduct offence for an employee to be absent from work for five or more consecutive working days without any reasonable explanation and without obtaining authority to be absent.
- (ix) Gross incompetence or inefficiency in the performance of work. This relates to habitual performance of unsatisfactory or substandard work resulting in extremely poor work output which may result in serious damage or prejudice to council or potential thereof.
- (x) Lack of skill or qualifications which an employee expressly or impliedly held himself or herself out to possess. An employee commits a gross misconduct offence if he or she fakes his or her qualifications and or experience.
- (xi) Fighting and riotous behavior. This involves engaging in mutual violent attacks

- (xii) Consumption of alcohol and or taking drugs on duty. This involves taking alcohol or any intoxicating drinks or any drug prohibited by law which has the effect of inducing drowsiness, sleep, or senselessness whilst on duty.
- (xiii) Sabotage. This is when an employee incapacitates normal council operations or performs substandard work or repairs in order to interrupt operations.
- (xiv) Willful loss or damage of council property. An employee willfully loses or damages property if any property belonging to the employer, which is entrusted into his or her care or custody or is made available for his or her use in the performance of his or her work, is lost or damaged through negligence.

Penalties

9. (1) This section provides councils with the guidelines for the uniform application of penalty measures for the offence listed in the preceding section.

9(2) In general, disciplinary action should in the first instance, be educational and then corrective although it must be recognized that some offences are sufficiently serious to warrant dismissal for a first offence. Similar offenses committed in similar circumstances should attract similar penalties.

9(3) Since the application of the code of conduct is done by human beings, questions of subjectivity and errors may occur as such an appeals system is an integral part of this code.

Penalties for offences are as follows.

9(4)

VW–Verbal Warning to be given by the immediate superior.

FW–First written warning valid for 3 months

SWW–Second written warning valid for 6 months

FWW–Final written warning valid for 12 months

Final written warning valid for 12 months. In the case of a final written warning, the employee must be reminded that the committing of any similar offence within the prescribed period may render him/her liable for dismissal.

D–Dismissal

Collective Bargaining Agreement: Rural District Councils

OFFENCE	1 ST BREACH	2 ND BREACH	3 RD BREACH	4 TH BREACH	5 TH BREACH
Minor offences	VW	FW	SWW	FWW	D
Serious offence	FW	SWW	FWW	D	
Very serious offences	FWW	D			
Gross misconduct	D				

Disciplinary proceedings and appeal procedure

10(1) Investigation

- (a) The immediate supervisor or the Head of Department will use all means available to him/her to thoroughly investigate cases of misconduct.
- (b) Ordinarily, the services of the Human Resources Department are enlisted for investigations.
- (c) Input from security, internal Audit and relevant external agencies may also be enlisted.
- (d) The investigating authority may request the accused offender to write a detailed report.
- (e) In all cases the alleged offender must be given the opportunity to be assisted by a Trade Union Official, a Workers Committee or a fellow employee.
- (f) Both parties ie the complainant and the alleged offender should be allowed to name all witnesses they think are necessary to ensure a fair hearing of the case.

10(2) Suspension Pending Disciplinary Hearing

- (a) Where an employer has good cause to believe that an employee has committed a very serious or gross misconduct in terms of this code, the employer may suspend such employee with or without pay and benefits and shall forthwith serve the employee with a letter of suspension with reasons and grounds of suspension.
- (b) The immediate Supervisor or Head of Department shall, upon assessing the circumstances of the offence and in consultation with the Human Resources Department, suspend the alleged offender with or without pay. The decision to suspend with or without pay shall lie with the immediate Supervisor or Head of Department in consultation with the Human Resources Department, depending on the gravity of the matter.

- (c) Where suspension is without wages, salaries or benefits it shall be for a duration not exceeding fourteen (14) calendar days within which period an employee's case must be heard and concluded failing of which the employee must be reinstated with full salary and benefits.
- (d) Where the suspension is with full salaries and benefits it shall be for a duration not exceeding thirty (30) calendar days for the matter to be heard and concluded.
- (e) If the matter is not concluded in 30 days, the matter shall be referred to the National Employment Council in terms of section 101 subsection (6) of the Labour Act.
- (f) The employee shall be notified of the suspension by a letter stating whether that employee is being suspended without pay or with full pay and benefits, the reasons and grounds which has led to the suspension, the period of suspension and the effective date of suspension.
- (g) Where an employee is on suspension following arrest and prosecution for any criminal offence and convicted to imprisonment without option of a fine, a hearing shall be convened in absentia of such employee and his or her contract of employment may be terminated subject to the disciplinary hearing findings, with effect from the date of suspension.

10(3) Verbal Warning

- (a) The supervisor may at any time reprimand or counsel an employee for minor transgressions.

10(4) Written Warnings

- (a) Where a mere reprimand or counseling is not warranted because of the nature of the offence, formal disciplinary proceedings will be taken in terms of this code. In the event that evidence available suggests that the employee is guilty of the alleged offence and provided the circumstances do not warrant a dismissal, a written warning may be awarded by the disciplinary committee and signed by the chairman.
- (b) In all cases, the employee must be informed of the period the written warning will remain in force.
- (c) In the case of a final written warning, the employee must be reminded that the committing of any offence within the prescribed period may render him/her liable for dismissal.

10.5 Composition of Disciplinary Committee

- (a) HR Committee Chairman or his deputy or any other member of the HR Committee—chairing—in the event that council has been dissolved and there are no Councilors, a Commissioner appointed by the

Collective Bargaining Agreement: Rural District Councils

Minister responsible for Local Government in terms of Section 158 of the RDC Act [*Chapter 29:13*] shall become the chairperson of the Disciplinary Committee.

- (b) Two employer representatives (whose grades are above that of the alleged offender).
- (c) Two employee representatives seconded from the Workers Committee (other than the Workers Committee Chairperson).
- (d) The Human Resources Manager shall provide a secretary who has no voting rights.

The quorum of the hearing shall not be less than two thirds (2/3) of the members.

10.6 Powers of the Disciplinary Committee

- (a) The Chairperson shall ensure that equal representation at the hearing is attained. The quorum of the hearing shall be two thirds of the members. If there is no quorum the Chairperson shall cause the hearing to be postponed and give the party without enough representation not more than five days to provide a representative. If there is no quorum at the next sitting, the parties may proceed with the matter.
- (b) In the case of the Disciplinary Committee failing to reach a unanimous verdict or decision, members except the Chairperson may proceed by way of passing deliberative votes by secret ballot. In the event of a stalemate, the Chairperson shall pass a casting vote and the reasons shall be put on record.
- (c) All questions or points proposed for decision by the Disciplinary Committee shall be determined by a majority vote by the members present unless done so unanimously.
- (d) It is hereby expressly declared that the Disciplinary Committee will not investigate alleged misconduct referred to them and shall only entertain or adjudicate on cases referred to them on the basis of the evidence before them. However, a request for a postponement by either party based on the need to bring forth further evidence may be granted by the committee.

10.7 General rules to be followed during disciplinary committee proceedings.

- (a) Where the Head of Department is satisfied that an employee has committed an offence, he may within five (5) working days refer the matter to the Human Resources department which shall in turn arrange for the matter to be heard before a Disciplinary Committee.

- (b) Hearings shall generally be conducted in an orderly manner without strict adherence to criminal or civil procedures, but the Chairperson shall ensure that substantial justice is done, and rules of natural justice are observed and all proper procedures are followed. In the event of an employee requiring witnesses or documents pertaining to the hearing he or she shall notify the Head of Department in writing at least two (2) days before the hearing giving names of witnesses and details of the documents.
- (c) Members of the Hearing committee shall not disclose information to unauthorized persons before Hearing proceedings are finalized.
- (d) The Disciplinary Hearing Committee shall be impartial.
- (e) The Chairperson shall communicate the results of the Disciplinary Committee and attach the record of proceedings to the respective Head of Department in writing within three (3) days.

To read: The Human Resources Department shall communicate the results of the Disciplinary Committee to the accused employee and the responsible Head of Department in writing.

The Human Resources Department shall communicate the results of the Disciplinary Committee to the accused employee and the responsible Head of Department in writing within three (3) working days.

- (f) A hearing may be held in the absence of the employee if after being notified twice of the date, time and place of hearing (there should be proof thereto) and the employee fails to attend without giving reasonable excuse. The fact that proceedings were held in his absence shall be placed on record.
- (g) If an employee facing a disciplinary action resigns before a hearing is convened, the Employer may or may not proceed with such hearing.

10(8) Rights of parties at the Disciplinary Hearing

- (a) The Alleged offenders shall be entitled to.
 - To present his case and to a representative who can present the case on his behalf.
 - To call witnesses to testify in his favour;
 - To have access to the documents forming the basis of the case and the investigations made;
 - To cross examine the witnesses brought in by the other party.
- (b) The Chairperson and members of the committee shall be entitled to question witnesses including the accused on any material issue for

Collective Bargaining Agreement: Rural District Councils

the purposes of ascertaining the truth regardless of in whose favour that may be.

- (c) Witnesses shall be entitled to full protection by the Disciplinary Committee when giving their evidence freely and without being unduly harassed or humiliated in any manner during or after the hearing.

10(9) Disciplinary Procedure

- (a) The Disciplinary Committee in the prescribed form shall convene a formal hearing on giving two working days written notice to the employee of the proposed date, time and venue of the hearing.
- (b) The notice shall;
 - Outline the misconduct charges the employee is facing;
 - Notify the employee of his /her right to be represented and /or to call witnesses.
- (c) if the accused employee admits some but not all the charges the committee shall find him/her guilty of the charges which he/she admits and enter a plea of not guilty to those charges he is denying and proceed to hear the charges in dispute.
- (d) When conducting a hearing, the Chairperson shall:—
 - (i) Explain disciplinary procedure to the employee and the parties present.
 - (ii) Inform the employee of the alleged misconduct and ensure that the employee understands the misconduct; and
 - (iii) The Chairperson shall enquire the language the employee is comfortable with.
 - (iv) Allow the employee to respond to the allegation of misconduct and be permitted to make further pertinent comments he/she may wish to make, despite the fact that he/she may have already submitted a written statement, where applicable.
 - (v) The Disciplinary Committee shall require the immediate supervisor or the H.O.D of the offender who is also the complainant to outline the charges being leveled against the offender in a way of prosecution.
- (e) if accused employee admits that he is guilty of the misconduct the committee shall:—
 - (i) enter a guilty plea;

- (ii) consider any mitigating, extenuating circumstances or aggravating factors; and
 - (iii) after the hearing, the Chairperson shall advise the alleged offender that the committee shall remain and deliberate on the findings of the hearing and the outcome shall be communicated orally on the day of the conclusion of the hearing and further that he/she will receive in the verdict in writing from the Human Resources Department within two working days.
- (f) if the accused employee denies all the charges of misconduct the disciplinary committee.

Shall –

- (i) enter a not guilty plea;
 - (ii) Call upon the accused employee to present the defense outline.
 - (iii) the complainant/employer through the immediate supervisor or head of department shall present his/her case, witnesses and evidence,
 - (iv) The employee or defendant will then present his/her case, witnesses, and evidence.
 - (v) after all evidence has been heard, cause the accused employee, his representative and witnesses if any to leave whilst the committee remains behind to deliberate on the matter and make a determination.
 - (vi) The Human Resources Department shall advise the employee of the verdict within one working day from the date of receipt of the determination by the Committee.
- (g) If the employee is acquitted, the case shall be dismissed and the finding dismissing the case shall be entered on the hearing form and the Human Resources Department shall advise the employee accordingly. If employee was on suspension he is to be reinstated. The forms shall be kept in the individual's personal record.
- (h) If the employee is found guilty of the charge(s) of misconduct, the committee shall be guided but not bound by the penalties specified in this code.

Maintenance of disciplinary records

11.—

- (a) A written record of all proceedings and decisions taken in terms of this Code shall be signed by the Chairperson of the Disciplinary Committee.

Collective Bargaining Agreement: Rural District Councils

- (b) The Human Resources Department shall ensure that disciplinary records are filed in respect of every employee.
- (c) The Human Resources Department shall keep the disciplinary record for a minimum period of twenty-four months.

Postponement of disciplinary hearings

12.—

- (a)(i) An accused employee who for any reason wishes to have the hearing postponed before the date of the hearing shall, within one working day of receiving the notification and two working days prior to the hearing, inform the Human Resources Department, in writing, giving reasons for the postponement.
- (ii) The Chairperson shall, on the date of hearing, table the written request, before the members of the Hearing Committee, who will then agree on an alternative date.
- (iii) Where an accused employee wishes to have the hearing postponed during the hearing, he or she may submit his/her application orally before the committee which will deliberate on the same. If the postponement is granted, the accused employee shall immediately be informed of the new dates.
- (b) A request by an employee to postpone a hearing automatically entails a waiver to the right to be tried within the prescribed timeframe.
- (c) The Chairperson of the Disciplinary Committee may on good cause postpone the hearing for a period not exceeding three (3) working days.
- (d) Where a Disciplinary Committee fails to conclude a hearing on the first day of proceedings the Chairperson shall ensure that the committee reconvenes within the next two working days to finalize the case. After the first two sittings the hearing shall be reconvened on the following successive working days until a decision is reached.

Internal appeals

13.1 Setting up of Internal Appeals Committees

Rural District Councils shall set up internal appeals committees to consider appeals against decisions of the disciplinary committees.

13.2 Composition of the Internal Appeals Committee

- (a) The Rural District Chairman or his appointee to Chair. In the event that council has been dissolved and there are no councilors, a Commissioner appointed by the Minister responsible for Local Government in terms of section 158 of the RDC Act [*Chapter 29:13*], who did not participate on the disciplinary proceedings; shall become the Chairperson of the Appeals Committee.
- (b) The Chief Executive Officer and any other Head of Department who did not seat in the disciplinary committee and who is not in the same department as the offending employee.
- (c) The chairperson of the workers committee and the secretary or appointees.
- (d) The human resources manager or his appointee to be the secretary

The quorum of the hearing shall be two thirds of the members. If there is no quorum the Chairperson shall cause the hearing to be postponed and give the party without enough representation not more than five days to provide a representative. If there is no quorum at the next sitting, the parties may proceed with the matter.

13.3 Appeals Procedure

- (a) Notwithstanding this procedure, an aggrieved party may appeal against the outcome of disciplinary proceedings to a labour officer within 30 days of conclusion of disciplinary proceedings in terms of amendment of section 101 of labour Amendment 2023. An employee who is aggrieved by the decision of the Disciplinary Committee shall within two working days submit his or her appeal in writing to the Appeals Committee.
- (b) The appeal shall be submitted through the Human Resources Manager who shall notify the members of the Appeals Committee and in consultation with them set the hearing dates giving them the record of proceedings.
- (c) The appeal shall clearly state the decision being appealed against and the grounds of appeal.
- (d) The Appeals Committee shall within five working days of receipt of an appeal and on giving three days written notice to the employee convene an appeal hearing.
- (e) The aggrieved employee or his representative shall be asked to make oral submissions on his or her grounds of appeal and the committee members will also examine the employee or any witnesses.

Collective Bargaining Agreement: Rural District Councils

- (f) The Appeals Committee will be required to make its decision basing on the record of the proceedings and the oral submissions made. The decision of the appeals committee shall be in writing and signed by the Chairman of the Appeals Committee.
- (g) The decision of the Appeals Committee shall be communicated to the aggrieved employee through the Human Resources Manager in not more than three (3) working days from the date of the hearing.
- (h) An employee who is aggrieved by the decision of her Internal Appeals Committee shall within five working days direct his or her appeal to the Exemptions Committee of the National Employment Council which shall seat as the Appeals Committee at National Employment Council level.

Appeals to the NEC

- (a) The Exemptions Committee of the National Employment Council shall hear and conclude appeals referred to it as expeditiously as is possible.
- (b) Members of the Exemptions committee shall agree on the procedures to finalize cases. Where possible the Exemptions Committee shall thrive to conclude matters at the earliest possible time. Appeals may also be concluded on the record of proceedings.
- (c) An appeal against the decision of the Exemptions Committee shall lie with the Labour Court.
- (d) where an appeal to the Exemptions Committee is not filled within the stipulated five working days an application for condonation of late noting of appeal shall be made to the Exemptions Committee.
- (e) The application for condonation will have to state in detail the reasons for the delay and the prospects of success if the matter is heard on the merits.
- (f) in such case the Exemptions Committee shall make a determination on the application on the record and will either accept the matter or deny it giving its reasons.

Grievance handling procedure

1. Interpretation

In this section:

“Grievance” means any dissatisfaction or feeling of injustice or unfairness by a council employee with regards his or her employment.

2. Principles

- (a) Every employee has the right to seek redress for any grievance whether it affects them individually or collectively,
- (b) Grievances must be responded to at the earliest possible stage and this must be done equitably, expeditiously and fairly,
- (c) It is submitted that even small grievances can develop into larger frustrations affecting both productivity and human relations,
- (d) As far as possible grievances should be settled at the lowest level possible.
- (e) In circumstances where there is no immediate threat to his or her life where a grievance arises out of an instruction given by a supervisor that instruction shall be complied with first before the employee takes action in terms of the grievance procedure,
- (f) The immediate supervisor should attempt to resolve the grievance before it can be referred to a higher authority and can refer it only when he or she fails to resolve it within 3 days. In the cases where the grievance involves the immediate Supervisor, the aggrieved employee shall approach the Human Resources Manager who will attempt to settle the grievance with the assistance of the Head of Department.
 - (i) In the event that the Human Resources Manager and the Head of Department have failed to resolve the grievance, the aggrieved employee can refer the matter of the Chief Executive Officer who will cause a grievance hearing within three (3) working days.
 - (ii) In all grievance cases the employee has the right to representation.
- (g) A counseling approach should be adopted where possible and every effort should be made to arrive at an equitable settlement,
- (h) Formal hearings should be conducted in serious cases or group grievances.
- (i) Records of all grievance proceedings should be kept by the Human Resources Department for a minimum period of twenty-four months.
- (j) Every effort must be made by all parties to sort out problems in house in terms of the provisions of this code.
- (k) Grievances will only be entertained if processed in the manner provided in this Code,

Collective Bargaining Agreement: Rural District Councils

3. Procedure for Individual Grievance

(a) Stage 1

any aggrieved employee shall verbally take up the matter with his or her immediate supervisor who shall;

- (i) use all reasonable efforts to amicably, fairly and expeditiously resolve the grievance.
- (ii) in any event resolve the grievance within two working days and if he cannot resolve the grievance, shall within 3 days so inform the employee.
- (iii) if the employee is still aggrieved or if the supervisor has failed to resolve the grievance and has communicated such failure to the aggrieved employee, the employee may within three (3) working days complete the grievance form.

(b) Stage 2

- (i) The aggrieved employee shall submit the grievance form, through the Human Resources Department, stating the reasons for his appeal and a statement of the original grievance and decision.
- (ii) The Head of Department (or his appointee) shall convene a grievance hearing within 2 working days in the presence of a Human Resources official, the aggrieved employee and his or her representative if any and the decision will be communicated to the employee within three (3) working days. Such a decision shall be recorded on the prescribed form.
- (iii) If the aggrieved employee is again not satisfied with the outcome, he may appeal to the Chief Executive Officer within three working days.

(c) Stage 3

The Chief Executive Officer (or his appointee) shall convene a grievance hearing within three days in the presence of a Human Resources Official and the aggrieved employee and his or her representative if any and the decision will be communicated to the employee within three (3) working days from the date of the hearing.

(d) Stage 4

Should the aggrieved employee be dissatisfied with the decision taken in stage 3 he may refer the grievance to the Employment Council for conciliation by a Designated Agent

4. Procedure for Collective Grievance

- (a) A collective grievance is a general one which applies to all or some of the employees covered by this code of conduct. It often relates to

S.I. 33 of 2026

the organisation's policies rather than individual incidents. Grievances shall be raised by employee's representatives and resolved at Works' Council.

1. If the grievance is not resolved at Works' Council, it shall be referred to the N E C for conciliation by the Designated Agent.

THIRD SCHEDULE

GRADES CLASSIFICATION AND MINIMUM RATES
APPLICABLE FROM 1ST JANUARY, 2024

Grade	01-Jul-22	01-Jan-24 (unchanged)
	USD \$	USD \$
1	310	310
	330	330
	342	342
2	363	363
	378	378
	391	391
3	431	431
	444	444
	458	458
4	470	470
	484	484
	498	498
5	512	512
	524	524
	538	538
6	579	579

Collective Bargaining Agreement: Rural District Councils

Grade	01-Jul-22	01-Jan-24 (unchanged)
	USD \$	USD \$
	591	591
	632	632
7	686	686
	700	700
	726	726
8	753	753
	807	807
	861	861
9	915	915
	945	945
	975	975
1 to 6		
Housing	80	80
Transport	80	80
7		
Housing	90	90
Transport	90	90
8		
Housing	100	100
Transport	100	100
9		
Housing	110	110
Transport	110	110

1. Salaries as appearing in the schedule are to be paid in USD. Councils that cannot afford to pay all salaries in USD shall pay the salaries in ratios of 50% USD and 50% RTGS\$.
2. Payments in RTGS to be done using the RBZ Auction rate obtaining on the date of payment.
3. Councils that have been paying above 50% USD component shall continue paying as such.
4. NEC and Trade Union deductions and remittances shall be made using the currency used to pay the salaries at the same ratios used for the payments. Payments to the NEC and Trade Union in RTGS shall be made using the RBZ Auction rate obtaining on the date of such payments.
5. Councils that are not able to pay salaries, deductions and remittances as above in USD shall immediately approach the NEC Exemptions Committee to be exempted from paying in USD.
6. Housing and Transport allowances to be paid in USD and Councils that have challenges in paying in USD may agree at Works Council to pay the RTGS equivalent.
7. Food hamper, Water and Electricity to remain as is

ITEM	QUANTITY
Mealie Meal	20 kgs
Cooking Oil	6 litres
Sugar	6 kgs
Salt	1 kg
Floor	5 kgs
Sugar Beans	2 kgs
Rice	4kgs
Washing Powder	1 kg
Washing Soap	1 bar
Bath Soap	4 tablets
Cremora Powdered Milk	1 kg
Tea Leaves	500g
Toothpaste	100 ml
Tissue Paper	8 rolls

Take note that Employers and Employees at Rural District Council may agree to pay for the food hamper in monetary value equivalent to the market prices prevailing at the time of payment.

Collective Bargaining Agreement: Rural District Councils

4. Electricity 300 units

5. Water

Supplied by Rural District Council shall be free of charge. Employees in Rural District Council that do not manage their own water supply to be paid 30 cubic litres of water at Zimbabwe National Water Authority rates.

6. Council Rates

Employees who stay within Rural District Council jurisdiction shall be exempted from paying rates.

7. Funeral Assistance

Rural District Councils shall assist on the death of an employee, his or her spouse or his or her children below the age of 18 years.

8. Stands

Employees to be allowed to buy stands at 55% of the total value of the stand. Under this provision an employee can buy only one stand.

FOURTH SCHEDULE GRATUITIES

Length of Service	Percentage of monthly salary on termination of employment
Years	%
1 year to 3 years	40
4 years to 6 years	45
7 years to 9 years	50
10 years to 13 years	60
14 years to 16 years	65
17 years to 18 years	70
Above 19 years	75

FIFTH SCHEDULE: Employment Code of conduct forms

CODE F1

NOTIFICATION OF INVESTIGATION

TO.....
(Name of employee)

FROM.....
(Name and designation of employer representative)

S.I. 33 of 2026

You are hereby notified that it is alleged that on.....(date)

You committed the following misconduct in breach of the Code of Conduct:...

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

(briefly state facts of the alleged offence)

Would you please provide your response to the allegations on the attached form

By..... latest.

(time)

This notification was served by.....

(Name)

Date: Signature:

In the presence of.....

(Name)

Date: Signature:

And received by the employee

Date: Signature:

CODE F2

EMPLOYEE'S RESPONSE TO ALLEGATIONS

TO:

(Name and designation of employer representative)

FROM:

(Name of employee)

Collective Bargaining Agreement: Rural District Councils

1. I acknowledge receipt of the notification of investigation form date

.....
(Date)

2. I hereby respond to the allegations contained therein as follows:—

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

3. The persons listed below are my witness

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

(i)

(ii)

(iii)

4. (i) Signed.....

(Employee)

(ii) Received.....

(Employer representative)

(iii) Witnessed

Date.....

NOTICE TO ATTEND A DISCIPLINARY HEARING

(TO BE ISSUED AT LEAST 3 DAYS PRIOR TO THE HEARING)

(IN DUPLICATE)

FROM TO
Employee's name and number

You are required to attend a disciplinary hearing for which it is alleged that: ...
.....
.....
.....
.....

(DETAILED CHARGES CAN BE ATTACHED TO THIS FORM)

The hearing will be held on:

Date: Time:

Venue:

Venue.....

You have the right to be represented /assisted by a fellow employee/workers committee/trade union representative of your choice if you so wish. Further you have the right to call witnesses and have them cross-examined or lead evidence.

SIGNED:

.....
.....

HEAD OF DEPARTMENT

You are required to acknowledge receipt by signing below. Retain top copy and return the other copy to the above signed.

Collective Bargaining Agreement: Rural District Councils

SIGNED..... Date.....
EMPLOYEES' SIGNATURE

SIGNED..... Date.....
HUMAN RESOURCES

***Please note that if you do not attend the hearing after receiving this notification the hearing shall proceed without you to the possible detriment of your interests.**

CODE F4

FIRST WRITTEN WARNING (FW)
(IN TRIPLICATE)

EMPLOYEE'S NAME DATE.....

DEPARTMENT

DATE/TIME OF MISCONDUCT

DETAILS OF MISCONDUCT.....

.....

.....

.....

which conduct is in breach of the following provisions of the Code

.....

.....

DETAILS OF ANY PREVIOUS WARNING (STILL VALID).....

.....

.....

.....

This offence shall not be repeated. Should you repeat this offence or commit another in terms of this code of conduct within the period of validity of this warning, the subsequent offence may attract a sterner penalty. Period of validity of warning: Three (3) months.

SIGNED

(DISCIPLINARY COMMITTEE CHAIRPERSON)

DECLARATION BY EMPLOYEE AND EMPLOYEE'S REPRESENTATIVE

I acknowledge receipt of this warning.
(Print Name)

warning on this day of 20.....
(Employee's Signature).....

I acknowledge that a copy of this warning
was given to the employee in my presence.

SIGNED Date
(EMPLOYEE REPRESENTATIVE)

SIGNED Date
(HUMAN RESOURCES)

CODE F5

SECOND WRITTEN WARNING (SWW)

(IN TRIPLICATE)

EMPLOYEE'S NAME Date

DEPARTMENT

DATE/TIME OF MISCONDUCT

DETAILS OF MISCONDUCT

..... which conduct is in breach of the following provisions of the Code

DETAILS OF ANY PREVIOUS WARNING(S) (STILL VALID)

This offence shall not be repeated. Should you repeat this offence or commit
another in terms of this code of conduct within the period of validity of this

Collective Bargaining Agreement: Rural District Councils

warning, the subsequent offence may attract a sterner penalty. Period of Validity of warning: Six (6) months.

Signed
(DISCIPLINARY COMMITTEE CHAIRPERSON))

DECLARATION BY EMPLOYEE AND EMPLOYEE'S REPRESENTATIVE

I Acknowledge receipt of this
(Print Name)

Warning on (Date) Day of (Month) Year

Signed
(Employee)

I acknowledge that a copy of this
(Print Name)

Warning was given to the employee named above in my presence.

Signed Date
(Employee's representative)

SIGNED Date
(HUMAN RESOURCES)

CODE F6

FINAL WRITTEN WARNING (FWW)

(IN TRIPLICATE)

EMPLOYEE'S NAME DATE

DEPARTMENT

.....

DATE/TIME OF MISCONDUCT

.....

DETAILS OF MISCONDUCT

.....

.....
..... which conduct is in breach of the following
provisions of the Code
.....

DETAILS OF ANY PREVIOUS WARNING(S) (STILL VALID)
.....
.....
.....

This offence shall not be repeated. Should you repeat this offence or commit another in terms of this code of conduct within the period of validity of this warning, the subsequent offence may attract a sterner penalty. Period of Validity of warning: Twelve (12) months.

Signed
(DISCIPLINARY COMMITTEE CHAIRPERSON))

DECLARATION BY EMPLOYEE AND EMPLOYEE'S REPRESENTATIVE

I acknowledge receipt of this
(Print Name)

Warning on (Date) Day of (Month) Year

Signed
(Employee)

I acknowledge that a copy of this
(Print Name)

Warning was given to the employee named above in my presence.

Signed Date.....
(Employee's representative)

SIGNED..... Date.....
(HUMAN RESOURCES)

Collective Bargaining Agreement: Rural District Councils

CODE F7

DISMISSAL FORM (D)

(IN TRIPLICATE)

EMPLOYEE'S NAME

DEPARTMENT

DETAILS OF MISCONDUCT

.....

..... which conduct
is in breach of the following provisions of the Code

.....

.....

DETAILS OF ANY PREVIOUS WARNING(S) (STILL
VALID).....

.....

.....

That further to the hearing held in respect of the above-mentioned misconduct,
you have been found guilty as charged and a decision has been passed to dismiss
you from Council Service.

REASONS/ GROUNDS FOR DECISION (attach details if below space is
inadequate)
.....

EFFECTIVE DATE OF DISMISSAL

Day.....Month.....Year.....

Signed

(DISCIPLINARY COMMITTEE CHAIRPERSON)

DECLARATION BY EMPLOYEE AND EMPLOYEE'S REPRESENTATIVE

I acknowledge receipt
(Employee's Name) of this Dismissal Form on

(Date) (Month) Year.....

Signed
(Employee's Signature)

I acknowledge that a copy of this
(Representative's Name)

Dismissal Form was given to the employee named above in my presence.

Signed Date
(Employee's representative)

SIGNED.....Date.....
(HUMAN RESOURCES)

CODE F8

DISCIPLINARY APPEAL FORM (IN TRIPLICATE)

NAME PAY NO.....

DEPARTMENT DATE

POSITION HELD

CONTACT ADDRESS.....

In terms of the Employment Code of Conduct for Rural District Council, I hereby
lodge an appeal to against the decision
of the Disciplinary Committee that sat at

Collective Bargaining Agreement: Rural District Councils

Venue Date

Offence/Misconduct.....

DETERMINATION
.....

REASONS FOR APPEAL (attach documents if space is inadequate)
.....
.....
.....

I WISH THE FOLLOWING PERSONS TO BE SUMMONED AS WITNESSES
NAME/PAY NO. /WORKSTATION

(i)

(ii)

(iii)

AND THE FOLLOWING DOCUMENTS PRODUCED:
.....

SIGNATURE OF APPELANT DATE.....

SIGNED..... DATE.....
(HUMAN RESOURCES)

SIGNED DATE
(APPEALS' COMMITTEE CHAIRPERSON)

NOTIFICATION OF DISCIPLINARY COMMITTEE DECISION

NAME.....

DEPARTMENT

CONTACT ADDRESS

.....

.....

.....

THIS SERVES TO ADVISE THAT THE DISCIPLINARY COMMITTEE THAT
HEARD YOUR CASE ON.....

.....

.....

RULED THAT

THIS RULING WAS MADE AFTER THE COMMITTEE HAD ESTABLISHED
THAT YOU ARE GUILTY/NOT GUILTY (Delete inapplicable) OF THE
FOLLOWING MISCONDUCT/ALLEGATION(S) THAT WERE BEING
LEVELLED AGAINST YOU

.....

.....

.....

REASON(S)/GROUNDS FOR DECISION.

.....

.....

.....

YOU MAY APPEAL AGAINST THE DECISION IN TERMS OF THIS CODE.

SIGNED.....

(DISCIPLINARY COMMITTEE CHAIRPERSON)

DATE.....

SIGNED..... DATE.....

(HUMAN RESOURCES)

Collective Bargaining Agreement: Rural District Councils

CODE F10

NOTIFICATION OF APPEALS' COMMITTEE DECISION

(IN TRIPLICATE)

NAME

DEPARTMENT

CONTACT ADDRESS.....

.....
THIS SERVES TO ADVISE THAT THE APPEALS COMMITTEE THAT
HEARD YOUR APPEAL ON

RULED THAT

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

IF YOU ARE NOT SATISFIED WITH THE APPEALS COMMITTEE'S
FINDINGS, YOU ARE FREE TO APPEAL AGAINST THE DECISION IN
TERMS OF THIS CODE.

SIGNED.....
(APPEALS' COMMITTEE CHAIRPERSON)

DATE.....

DECLARATION BY EMPLOYEE AND EMPLOYEE'S REPRESENTATIVE

I acknowledge receipt of this
(Employee's Name)

Appeals' Decision on (Date) (Month) Year

Signed
(Employee's Signature)

S.I. 33 of 2026

I acknowledge that a copy of this
(Representative's Name)

Appeals Committee Decision Form was given to the employee named above in
my presence.

Signed Date
(Employee's representative)

SIGNED.....DATE.....

SIXTH SCHEDULE

EMPLOYMENT COUNCIL FOR RURAL DISTRICT COUNCILS

MONTHLY RETURNS FORM

RETURN FOR THE MONTH OF 20

NAME OF RDC.....

ADDRESS.....

CONTACT PERSON.....TELEPHONE/CELL.....

EMAIL.....

Number of Employees by Grade	Males	Females	Total
1			
2			
3			
4			
5			
6			
7			
8			
9			

Collective Bargaining Agreement: Rural District Councils

DISPUTES

NUMBER OF DISPUTES SETTLED AT RURAL DISTRICT COUNCIL	
NUMBER OF DISPUTES REFERRED TO NEC	

PAYMENTS

	Gross Wages	Employees Contributions	Employer's Contributions	Total
Current				
Arrears				
Interest				
TOTALS				

This return and NEC dues must be remitted by the employer by the 10th day of the ensuing month.

DECLARATION: I declare that the above information is a true reflection of the NEC dues in respect of all employees in Grade 1 to 9

Signed.....**Date**.....

Name.....**Position Held**.....
Date Stamp