



ZIMBABWEAN

GOVERNMENT GAZETTE

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General Notice 496 of 2022.

ZIMBABWE REVENUE AUTHORITY (ZIMRA)

Invitation to National Competitive Bidding

THE Zimbabwe Revenue Authority (ZIMRA) invites prospective reputable suppliers registered with the Procurement Regulatory Authority of Zimbabwe (PRAZ) to participate in the following tenders:

Tender number

ZIMRA NCB.14/2022. Supply, delivery and configuration of a Beyond Trust Privileged Management Maintenance. Closing date and time: Tuesday, 19th April, 2022, at 1000 hours.

ZIMRA NCB.15/2022. Supply, delivery and installation of Biometric Access Controls. Closing date and time: Tuesday, 19th April, 2022, at 1000 hours.

ZIMRA NCB.16/2022. Supply, delivery and installation of an FM200 Fire Suppression System. Closing date and time: Tuesday, 19th April, 2022, at 1000 hours.

ZIMRA NCB.17/2022. Supply, delivery and installation of an Email Security. Closing date and time: Tuesday, 19th April, 2022, at 1000 hours.

A complete set of bidding documents must be down loaded from the ZIMRA website: www.zimra.co.zw and any further communications about these tenders including addenda. Due to the COVID-19 pandemic, we will not be entertaining walk in clients for acquiring bidding documents.

Interested eligible bidders may obtain further information from ZIMRA Procurement Management Unit via e-mail: procurement@zimra.co.zw

The provisions in the Instructions to Bidders and in the General Conditions of Contract contained in the bidding documents comply with the Zimbabwe Public Procurement and Disposal of Public Assets Act [Chapter 22:23], standard bidding document for the procurement of goods. The Procurement method applicable for the bidding process shall be Domestic Competitive Bidding.

Bids must be enclosed in a sealed envelope and endorsed on the outside with the advertised tender number, description and closing date. Bids must be delivered and deposited in a tender box situated at ZB Centre, Sixth Floor Reception, corner Kwame Nkrumah Avenue/First Street Mall, Harare, addressed to:

The Director Procurement Management Unit,
Zimbabwe Revenue Authority,
First Floor, ZB Centre, corner First Street Mall/Kwame Nkrumah Avenue,
Harare, Zimbabwe.

Please note that no payment is required to obtain the bidding document (s).

General Notice 497 of 2022.

NORTON TOWN COUNCIL (NTC)

Invitation to Competitive Domestic Tenders

NORTON Town Council is inviting interested, qualified, reputable and PRAZ registered companies in accordance with the PPDPA Act [Chapter 22:23] to bid for the requirements below:

Tender number

NTC/AMBULANCE/COMBI/03/22:

Lot 1. Supply and deliver of a brand-new combi x 1.

Lot 2. Supply and deliver of a brand-new ambulance x 1.
Closing date and time: 30th March, 2022, at 1000 hours GMT.

NSCM/02/22. Nharira School building materials. Quantity: Various.
Closing date and time: 31st March, 2022, at 1000 hours GMT.

Requirements

Tender documents which contain the eligibility, requirements, instructions and the technical specifications for the above tender will be issued to the interested bidders upon payment of non-refundable tender purchase fee of ZWL\$2 000,00, per tender document, and must be collected between 0800 hours and 1600 hours, Monday to Friday at the below mentioned address:

The Town Secretary's PA Office,
Norton Town Council,
Central Administration Offices,
208, Galloway Road,
Norton.

Phone: +263242152226-8

Email: nortonprocurement@gmail.com

Methods of payments for tender documents

Account Name: NTC General

Bank: Agri Bank 141000022217

Ecocash biller code: *151*2*1*72594* Amount

Submission of tenders

Tenders must be enclosed in sealed envelopes and endorsed on the outside clearly indicating:

- Name and contact of bidder
- The advertised reference procurement number
- Tender description
- The closing date and time

Tenders must be posted to be sorted out into P.O. Box 904, Norton, or deposited/hand delivered into the "TENDER BOX", at Norton Town Council, Central Administration Offices, 208, Galloway Road, on or before 1000 hours on the closing date.

- Tenders which are received after 1000 hours on the closing date either by post or hand delivery will be treated as late tenders and will be rejected.
- Bidders or representatives are free to witness the opening of tenders on the closing date and time. Norton Town Council shall not be liable and responsible for incurred costs and expenses by the prospective bidders for attending the tender opening, document preparation delivery and submission.
- Norton Town Council does not bind itself to accept the lowest bidder or any tender and reserves the right to accept the whole or part of any tender.

All inquiries regarding the above tender should be forwarded in writing to the following email address: **nortonprocurement@gmail.com**

General Notice 498 of 2022.

MINISTRY OF HEALTH AND CHILD CARE (MoHCC)

MARONDERA PROVINCIAL HOSPITAL

Invitation to Domestic Competitive Bidding

MARONDERA Provincial Hospital invites reputable suppliers registered with the Procurement Regulatory Authority of Zimbabwe (PRAZ) to participate in the following tenders:

Tender number

MPH/NCB/01/22. Motor vehicle servicing. Closing date and time: 19th April, 2022, at 1030 hours.

MPH/NCB/02/22. Provision of borehole servicing. Site visit date: 2nd April, 2022. Closing date and time: 19th April, 2022, at 1030 hours.

MPH/NCB/03/22. Supply and delivery of surgical sundries. Closing date and time: 25th March, 2022, at 1030 hours.

MPH/NCB/04/22. Supply and delivery of X-Ray supplies. Closing date and time: 25th March, 2022, at 1030 hours.

Tender documents can be requested on email: **mphpmu@gmail.com** clearly stating the reference number from 0900 hours to 1500 hours (Monday to Friday).

The tenders must be enclosed in sealed envelopes and endorsed on the outside with the tender number, description, closing date and must be deposited in the tender box at Marondera Provincial Hospital, corner 4th Street and De Jaguar, P.O. Box 20, Marondera.

Late submissions or emailed bids will be rejected.

General Notice 499 of 2022.

MUNICIPALITY OF CHEGUTU (MOC)

Invitation to Domestic Tender (Competitive Bidding Method)

THE Municipality of Chegutu invites bids from suitably qualified, registered and reputable suppliers in terms of the Public Procurement and Disposal of Public Assets Act [Chapter 22:23] for the supply and delivery of the following requirements:

Tender number

CHE/SSL/08/2022. Domestic. Supply, delivery and installation of solar street lights. Closing date 1st April, 2022, at 1000 hours (local time).

Detailed Standard Bidding Documents are obtainable from the Town Clerk's Office, at Town House, No. 1, Queen Street, Chegutu, upon payment of a non-refundable fee of ZW\$2 000,00/USD\$10,00, during office hours (0800 hours to 1630 hours). Soft copies of Standard Bidding Documents are obtainable free of charge on request from the following email addresses: **enockzinyama@gmail.com/pmu@chegutumunicipality.co.zw**

NB: This advert is also accessible on our website: **www.chegutumunicipality.co.zw**

Bids must be enclosed in sealed envelopes and clearly endorsed on the outside with the advertised tender number, the description and must be deposited in the tender box located in the Town Clerk's Office at Town House, Chegutu, by 1000 hours on or before Friday, 1st April, 2022, addressed to:

The Acting Town Clerk,
Chegutu Municipality,
No. 1, Queen Street,
P.O. Box 34,
Chegutu.

General Notice 500 of 2022.

CHIPINGE TOWN COUNCIL (CTC)

Invitation to Competitive Bidding

CHIPINGE Town Council is inviting registered bidders to participate in the domestic tender listed.

Tender number

CTC/PTS/R/01/22. 1,84km road surfacing in Gaza, Chipinge. Mandatory site visit: 25th March, 2022, starting at 1000 hours. Closing date and time: 8th April, 2022, at 1000 hours.

Bidding documents are available at Chipinge Town Council offices upon payment of a non-refundable tender fee of ZW\$2 000,00, for each document.

Tenders in sealed envelopes clearly marked with tender number must be hand delivered or couriered to the under mentioned address before the closing date and time shown.

The Acting Town Secretary,
Chipinge Town Council,
Stand No. 281, Emmerson Dambudzo Mnangagwa Street,
P.O. Box 90,
Chipinge.
Tel: 027-2653/2734/2858/3239/3321
Email: **chippingetowncouncilprocurement@gmail.com**

General Notice 501 of 2022.

PETROTRADE (PT)

Invitation to Competitive Bidding

TENDERS are invited from registered suppliers for the supply of goods and services below. Tender documents are available upon written request to **procurement@petrotrade.co.zw** citing the full description of the tender and its tender reference number. The document is free of charge. Petrotrade will not allow walk in customers for the purposes of acquiring tender documents due to COVID-19 regulations.

Tenders are invited for the following:

Tender number

PT/CIT/15/2022. Provision of cash in transit services. Closing date: 1st April, 2022.

PT/LMS/16/2022. Provision of lifts maintenance services. Closing date: 1st April, 2022.

PT/CAT/17/2022. Supply and delivery of printer cartridges. Closing date: 25th March, 2022.

PT/TH/18/2022. Supply, delivery and fix Toyota Hilux accessories. Closing date: 1st April, 2022.

PT/BSS/19/2022. Construction of Binga service station mart. Mandatory site visit on 1st April, 2022, at Binga service station. Time: 1130 hours. Closing date: 15th April, 2022.

Tenders must be submitted to The Head of Procurement Management Unit, Petrotrade, Seventh Floor, Noczim House, 100, Leopold Takawira Street, Harare, and must be enclosed in sealed envelopes endorsed on the outside, with the advertised tender number, closing date and the nature of supply. Tenders must be posted in time to be sorted into Post Office Box CY 223, Causeway, before 1000 hours on the closing date.

General Notice 502 of 2022.

ZIMBABWE POWER COMPANY (ZPC)

Invitation to Competitive Bidding

INTERESTED and qualified companies are invited to bid for the below listed requirements. Tenders must be enclosed in sealed envelopes and endorsed on the outside with the advertised procurement reference number, the tender description and tender closing date. Tenders must be received at ZPC not later than 1000

hours on or before the respective indicated closing date or delivered by hand to the tender box addressed to the attention of The Accounting Officer, Zimbabwe Power Company, Twelfth Floor, Megawatt House, 44, Samora Machel Avenue, Harare, Zimbabwe.

Tender number

ZPC/HO SL.01/2022. Prequalification of suppliers into a Standing List for Road Transportation of Coal from Hwange to Bulawayo and Munyati Power Stations. Closing date and time: 5th April, 2022, at 1000 hours.

ZPC/HO DOM.45/2022. Supply and delivery of Personal Protective Equipment at Harare Power Station. Closing date and time: 12th April, 2022, at 1000 hours.

ZPC/HO DOM.46/2022. Supply and delivery of wagon tippler shaft and pinion gear material at Bulawayo Power Station. Closing date and time: 12th April, 2022, at 1000 hours.

ZPC/HO DOM.47/2022. Provision of ID fan motor repair services at Bulawayo Power Station. Site visit date: 30th March, 2022, at 1000 hours. Closing date and time: 19th April, 2022, at 1000 hours.

ZPC/HO DOM.48/2022. Provision of rail weighbridge repair services at Bulawayo Power Station. Site visit date: 31st March, 2022, at 1000 hours. Closing date and time: 19th April, 2022, at 1000 hours.

ZPC/HO DOM.49/2022. Design, manufacture, supply and installation of cross travel braking system for a 50-ton Wharton double bridge overhead crane at Bulawayo Power Station. Site visit date: 31st March, 2022, at 1200 hours. Closing date and time: 19th April, 2022, at 1000 hours.

ZPC/HO DOM.50/2022. Supply and delivery of Personal Protective Equipment at Hwange Power Station. Closing date and time: 12th April, 2022, at 1000 hours.

Interested bidders are required to download tender documents that consist the instructions and scope of work from the ZPC website <https://www.zpc.co.zw/tenders>. Your submissions should reach The Zimbabwe Power Company not later than the indicated closing date for each tender. Bidders must regularly check the website until the tender closes for updates and responses to queries. Site visit is compulsory and clearance is two weeks before site visit date. Your submissions should reach The Zimbabwe Power Company not later than the indicated closing date for each tender.

Note: Late submissions will not be accepted.

General Notice 503 of 2022.

MINISTRY OF LOCAL GOVERNMENT AND PUBLIC WORKS
HARARE METROPOLITAN PROVINCE

Invitation to Tenders

TENDERS are invited from Procurement Regulatory Authority of Zimbabwe registered suppliers in the correct category for the different lots and batches. Tenders must be in sealed envelope and endorsed on the outside with the advertised tender number, clearly indicating the lot and batch tendered, the description, the closing date and delivered by hand to the Provincial Public Works Office Harare: Procurement Management Unit, Ministry of Local Government and Public Works, No. 53, Market Street, Eastlea, Harare, at 1000 hours on or before the closing date.

Tender number

PHQ.3/2022. Harare Metropolitan Province:

Lot 1: John Boyne Building

Batch A: Firefighting equipment

Batch B: Mechanical materials

Batch C: Painting materials

Batch D: Tiling materials

Batch E: Electrical materials

Batch F: Plumbing materials

Compulsory site visit: **Lot 1.** Batch A at John Boyne Building on 22nd March, 2022, at 1200 hours.

PHQ.4/2022. Harare Metropolitan Province:

Lot 2: Mukwati Building

Batch A: Pumps

Batch B: Painting materials

Batch C: Mastic asphalt

Batch D: Mechanical materials

Batch E: Plumbing materials

Compulsory site visit: **Lot 2.** Batch A and C at Mukwati Building, on 22nd March, 2022, at 1000 hours and 1100 hours respectively.

PHQ.5/2022. Harare Metropolitan Province:

Lot 3: Makombe HQ

Batch A: Sound proofing

Batch B: Carpentry, painting and electrical materials

Batch C: Plumbing materials

Batch D: Resurfacing

Batch E: Courtyard lights

Batch F: Fabrication materials

Compulsory site visit: **Lot 3.** Batch A at Makombe Building, on 22nd March, 2022, at 1000 hours, **Lot 3.** Batch D 1100 hours and **Lot 3** Batch E 1200 hours.

PHQ.6/2022. Harare Metropolitan Province:

Lot 4: PHQ Renovations

Batch A: Carpentry materials

Batch B: Plumbing materials

Batch C: Painting materials

Batch D: Electrical materials

Batch E: Building materials

PHQ.7/2022. Harare Metropolitan Province:

Lot 5: Old Morgan

Batch A: Tiling materials

Batch B: Plumbing materials

Batch C: Painting materials

Batch D: Gutters

Batch E: Building material

Batch F: Aggregates

Closing date: 25th March, 2022, at 1000 hours.

Documents to be collected from the Ministry of Local Government and Public Works, Harare Metropolitan Province, 53, Market Street, Eastlea, Office Room S8, upon payment of a non-refundable deposit fee of RTG\$2 000,00. Please note that:

(a) Payment is done at Mukwati Building, Sixteenth Floor, Room 1.

(b) Late submissions will not be accepted.

(c) Payment is done for tender number PHQ.3/1022, PHQ.4/1022, PHQ.5/1022, PHQ.6/1022 and PHQ.7/1022 and each at RTG\$2 000,00.

General Notice 504 of 2022.

MUNICIPALITY OF KARIBA (MOR)

Invitation to Domestic Tenders

MUNICIPALITY of Kariba is inviting suitably qualified bidders registered with the Procurement Regulatory Authority of Zimbabwe to participate in the following tenders:

Tender number

MOK/01/2022. Supply and delivery of protective clothing.

MOK/02/2022. Supply and delivery of computers.

Submission of bids

All bids must be submitted on or before 25th March, 2022, at 1200 hours. Bids must be submitted in sealed envelopes clearly marked with the tender number and description. Complete bids addressed to the Acting Town Clerk should be deposited in the tender box at the reception at Municipality of Kariba, Old Administration Block, Kariba Heights, on or before 1200 hours on the date of closing. No late tenders shall be considered.

Detailed documents in respect of the tenders are obtainable from Municipality of Kariba head of office during working hours (0800 hours–1630 hours) upon payment of a non-refundable fee of ZWL\$3 000,00, or upon sending a request on a company letterhead to the following email: mokprocurement@gmail.com

Tel: 0612146230

General Notice 505 of 2022.

MINISTRY OF INFORMATION COMMUNICATION
TECHNOLOGY, POSTAL AND COURIER SERVICES
(MICTPCS)

Invitation to Competitive Bidding

THE Ministry of Information Communication Technology, Postal and Courier Services (MICTPCS) is inviting suitably qualified and reputable bidders to participate in the following tenders:

Tender number

MICTPCS/012/2022. ZITF stand design. Closing date and time: 31st March, 2022, at 1000 hours.

MICTPCS/013/2022. ZITF cooperate wear and promotional material. Closing date and time: 31st March, 2022, at 1000 hours.

MICTPCS/014/2022. Supply and delivery of ICT equipment. Closing date and time: 31st March, 2022, at 1000 hours.

MICTPCS/014/2022. Supply and delivery of plaques. Closing date and time: 24th March, 2022, at 1000 hours.

Bids must be in sealed envelopes and endorsed on the outside, with the advertised tender number, description and closing date. The bids shall be dropped in the tender box at the Procurement offices in the Fifth Floor, Bank Chambers Building (Old Reserve Bank), cnr First Street Mall and Samora Machel Avenue, Harare, on or before the closing date and time.

Bidding documents are available *via* email upon request please contact Procurement Management Unit Offices on 0242-763020 or email on ict.pmu.2021@gmail.com Fifth Floor, Bank Chambers Building (Old Reserve Bank), cnr First Street Mall and Samora Machel Avenue, Harare.

General Notice 506 of 2022.

TONGOGARA RURAL DISTRICT COUNCIL (TRDC)

Invitation to Competitive Bidding

INTERESTED and qualified bidders are invited to bid on the below listed tenders. Tenders must be enclosed in a sealed envelope and endorsed on the outside with the advertised tender number, the description and the tender closing date. Tenders must be received at Tongogara Rural District Council, on or before the closing date or delivered by hand to the tender box to the attention of the Chief Executive Officer, Tongogara Rural District Council, Stand No. 1, Tongogara Growth Point.

Tender number

TRDC/ETS/03/2022. **Lot A.** Road rehabilitation ERRP2:

- Chironde-Matamba Road
- Hanke-Nyamakare Road

Site visit: 22nd March, 2022, at 1000 hours. Compulsory. Closing date and time: 8th April, 2022, at 1000 hours.

TRDC/ETS/04/2022. **Lot B.** Emergency road rehabilitation ERRP2:

- Mlake Road
- Shurugwi-MSU Road
- A1-Totonga Road

Site visit: 23rd March, 2022, at 1000 hours. Compulsory. Closing date and time: 8th April, 2022, at 1000 hours.

TRDC/ETS/05/2022. **Lot C.** Emergency road rehabilitation ERRP2:

- Rockford-Jobolingo Road
- Tumba-Mandigo Road

Site visit: 24th March, 2022, at 1000 hours: Compulsory. Closing date and time: 8th April, 2022, at 1000 hours.

Interested bidders are required to obtain the tender documents that consist of The Instruction and Scope of Work from the Procurement Officer, Tongogara Rural District Council, Office No. 7.

Email: pmutongogarardc@gmail.com

Late submissions will not be accepted.

Tongogara Rural District Council is not bound to accept the lowest bidder.

General Notice 507 of 2022.

MANICALAND STATE UNIVERSITY OF APPLIED SCIENCES
(MSUAS)

Invitation to Tenders

MANICALAND State University of Applied Sciences (MSUAS) invites tenders from reputable and validly registered companies to provide the following services:

Tender number

MSUAS/CB/01/2022. Supply and installation of firewall. Closing date: 14th April, 2022, at 1000 hours.

MSUAS/RB/03A/2021. Supply and delivery of 4x Toyota Hilux GD 6 double cabs. Closing date: 29th March, 2022, at 1400 hours.

MSUAS/RFP/01/2022. Request for proposal legal services. Closing date: 14th April, 2022, at 1000 hours.

Bid documents will be available from 21st March, 2022, at Manicaland State University of Applied Sciences, Procurement Office at a non-refundable fee of RTGS\$2 500,00, per document.

Bid documents shall be sent electronically to all interested bidders upon request on procurement@msuas.ac.zw No faxed, e-mailed or late bids will be considered.

For more information, contact:

The Procurement Management Unit,
Manicaland State University of Applied Sciences,
Private Bag 7001,
Mutare.
Tel. 020 61141

General Notice 508 of 2022.

MUNICIPALITY OF CHINHOYI (MOC)

Invitation to Tender (Competitive Bidding)

MUNICIPALITY of Chinhoyi invites tenderers from suitable and reputable suppliers to provide the following goods and services. The tenderers must be registered with Procurement Regulatory Authority of Zimbabwe. Tender documents are to be collected from Municipality of Chinhoyi, Civic Centre office, upon payment of a non-refundable fee of ZWL5 000,00.

Tender number

CHY/AIR CONDITIONERS/2022. Supply and installation of air conditioners. Closing date: 5th April, 2022.

Bidders are free to witness the tender opening on the closing date and time at, Municipality of Chinhoyi, 93, Magamba Way, Chinhoyi, in the Cooksey Hall. Bids in sealed envelopes and clearly marked with the tender number should be hand delivered to the address below not later than 1200 noon on the closing date.

The Procurement Management Unit,
Municipality of Chinhoyi, 93, Magamba Way,
Chinhoyi.
067-2125431

General Notice 509 of 2022.

GRAIN MARKETING BOARD (GMB)

Invitation to Competitive Bidding

THE Grain Marketing Board (GMB) is inviting reputable and eligible bidders for the following:

Tender number

GMB/DOM/24/03/22. Upgrade of LAN. Closing date and time: 5th April, 2022, at 1000 hours.

GMB/DOM/25/03/22. Supply and delivery of canvas camping tents and stretcher beds with mattress/es. Closing date and time: 5th April, 2022, at 1000 hours.

GMB/DOM/26/03/22. Supply and delivery of worksuits. Closing date and time: 5th April, 2022, at 1000 hours.

Details of the tender shall be contained in the Invitation to Tender (ITT) document. The Invitation to Tender (ITT) document shall be downloaded from GMB website www.gmbdura.co.zw

Tenders must be in sealed envelopes and endorsed on the outside with the advertised tender number, description and closing date and posted in time or hand delivered to the Procurement Manager, Grain Marketing Board, Dura Building, 179-187, Samora Machel Avenue, Eastlea, Harare, Zimbabwe.

In a bid to maintain social distancing considering the COVID-19 pandemic, please note that we will not be entertaining walk-in customers for the purpose of acquiring bidding documents.

Any queries regarding the advertised tenders you can call on +263 242 790 950 / 08677 004 941; or send email to the following: shangaiq@gmbdura.co.zw/alumendas@gmbdura.co.zw/mutamiswai@gmbdura.co.zw

Please note that no payment is required for the ITT(s) documents.

GMB reserves the right to award the tender or part thereof to any bidder after evaluation.

General Notice 510 of 2022.

MAKONDE RURAL DISTRICT COUNCIL (MRDC)

Invitation to Domestic Competitive Bidding

TENDERS are invited from reputable suppliers and service providers registered with Procurement Regulatory Authority of Zimbabwe for the provision of the following:

Tender number

MRDC/VEH/01/22. Supply and delivery of 4 x 4 double cab. Closing date and time: 1st April, 2022, at 1000 hours.

MRDC/EQUIP/01/22. Supply and delivery of equipment:

Lot 1: Supply and delivery of 1 x towed grader.

Lot 2: Supply and delivery of 1 x drill rig.

Lot 3: Supply and delivery of 2 x 75hp tractors.

Closing date and time: 1st April, 2022, at 1000 hours.

Interested bidders should collect tender documents upon payment of a non-refundable fee of RTGS\$2 000,00, from Makonde Rural District Council Head Office, PC 89, NRZ Complex, Lions Den, Chinhoyi. Tenders must be submitted in sealed envelopes and clearly endorsed on the outside with tender number and hand delivered to Makonde Rural District Council Head Office tender box on or before the prescribed dates and also note site visit is compulsory to all bidders. All enquiries should be sent to procurementofficermakonderdc@gmail.com

The Chief Executive Officer,
Makonde Rural District Council,
P.O. Box 296,
Mhangura.

General Notice 511 of 2022.

NYAMINYAMI RURAL DISTRICT COUNCIL (NRDC)

Invitation to Domestic Competitive Bidding

NYAMINYAMI Rural District Council is inviting reputable suppliers registered with Procurement Regulatory Authority of Zimbabwe to participate in tender NRDC/01/2022.

Tender number

NRDC/01/2022:

1 x Brand new motor vehicle.

1 x Brand new double cab motor vehicle.

1 x Brand new single cab motor vehicle.

Closing date: 25th March, 2022, at 1500 hours.

Tenders must be enclosed in sealed envelopes and endorsed on the outside with the advertised tender number, name of company and closing date. Tenders to be hand delivered to Nyaminyami Rural District Council reception office or posted to arrive before closing date. Bidders are free to attend the bid opening process to be held on 29th March, 2022, at 1100 hours. Bidding document is obtained on email for free and complete set of the bidding document is obtained from our office reception upon payment of a non-refundable fee of ZW\$2 000,00. For enquiries email nyaminyamirdcpmu@gmail.com

Account name: Nyaminyami Rural District Council
Bank: CBZ
Branch: Karoi
Account Number: 09722619040062

General Notice 512 of 2022.

CITY OF KADOMA (COK)

Invitation to Competitive Domestic Tender

THE City of Kadoma is inviting interested, qualified, reputable, Procurement Regulatory Authority of Zimbabwe (PRAZ) registered companies in accordance with Public Procurement and Disposal of Public Assets Act [*Chapter 22:23*] to bid for the requirements below:

Tender number

KMDC/CMPT/03/2022. Refurbishment and commissioning of turbine pump. Closing date and time: 1st April, 2022, at 1000 hours. Mandatory site visit: 25th March, 2022, at 1000 hours.

The tender document which contains the eligibility requirements, instructions, and technical specifications for the above tender will be issued to the interested bidders upon payment of a non-refundable tender purchase fee of ZWL\$2 000,00, per set of the tender document and must be collected between 0800 hours and 1630 hours, Monday to Friday excluding public holidays from the following address:

The Procurement Office,
City of Kadoma,
Town House, Fitt Square,
P.O. Box 460,
Kadoma.

Phone: +2636821 22044-6
Email: pmu@kadamacity.org.zw

Methods of payment for tender documents

Name of bank: ZB Bank
Bank account number: 4520-147210-080
Branch: Kadoma
Eccash biller code: *151*2*1*42545*Amount#

Submission of tender

Tenders must be enclosed in sealed envelopes and endorsed on the outside clearly indicating:

- Name and contacts of bidder
- The advertised Procurement Reference Number (PRN)
- Tender description
- The closing date and time.

Tenders must be posted in time to P.O. Box 460, Kadoma, or deposited/hand delivered in the "TENDER BOX" at, City of Kadoma, Town House, Fitt Square, Kadoma, on or before 1000 hours on the closing date.

Note:

- Tenders which are received after 1000 hours on the closing date whether by hand or post will be treated as late tenders and shall be rejected.
- The City of Kadoma shall not be liable and responsible for any incurred costs and expenses by the prospective bidders for tender opening, document preparation, delivery or submission and site visit.
- Bidders or their representatives are free to witness the opening of tenders on the closing date and time.
- The City of Kadoma does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or part of any tender.
- All queries regarding the above tender, should be forwarded in writing to the following email address pmu@kadamacity.org.zw

City of Kadoma,
Fitt Square,
P.O. Box 460,
Kadoma,

M. DONDO,
Town Clerk.

+2636821 22044-6

General Notice 513 of 2022.

ZIMBABWE UNITED PASSENGER COMPANY (ZUPCO)

Invitation to Tenders

BIDDERS are invited from reputable PRAZ registered companies for the following tenders:

Tender number

ZUPCO/UDC.03/2022. Upgrading of ZUPCO Head Office Data Centre as follows:

- Lot 1.** Supply and fix brickwork.
 - Lot 2.** Supply and fit data upgrade equipments and accessories.
 - Lot 3.** Supply and fit fire suppression system.
 - Lot 4.** Supply and fit solar system in the Data Centre.
- Closing date: 19th April, 2022.

ZUPCO/FOT.04/2022. Supply, delivery, installation and commissioning of:

- Lot 1.** 1 x 50,000 litre overhead tank at Khami Depot.
 - Lot 2.** 2 x 25,000 litre overhead tanks in Harare.
- Closing date: 19th April, 2022.

ZUPCO/EOICCTET.05/2022. Expression of Interest for the provision of inbus CCTV and electronic ticketing system to ZUPCO. Closing date: 19th April, 2022.

Interested companies should submit their bids together with the following documents, before 1000 hours on the stated closing day:

Certificate of Incorporation, valid tax clearance certificate, Company profile detailing the nature of business, proof of registration with (PRAZ), CR14 and CR06 forms and NSSA certificate.

Tender documents for the above tenders are obtainable from the Finance Department, Zimbabwe United Passenger Company, Ground Floor, 109, Belvedere Road, Harare, upon proof of payment of a non-refundable fee of ZW\$500,00 RTGS. Tenders must be in sealed envelopes and endorsed on the outside with the advertised tender number, the description and closing date. Tenders must be deposited into the tender box at the ZUPCO Head Office, which is at 109, Belvedere Road, Harare, before 1000 hours on the closing date.

NB: Pre-bidding meeting and site visit for upgrading Data Centre on Wednesday, 23rd March, 2022, and Expression of Interest for the provision of Inbus CCTV and Electronic Ticketing on 24th March, 2022. All at ZUPCO Head Office, 109, Belvedere Road, Harare.

General Notice 514 of 2022.

TELONE (PRIVATE) LIMITED

Invitation to Competitive Bidding Tenders

Competitive Bidding Tender International (CBTI)

Tender number

CBTI.02-22. Provision of trouble ticket and workforce management solution. Closing date and time: 19th May, 2022, at 1100 hours.

Competitive Bidding Tender Domestic (CBTD)

- CBTD.68-22. Supply, installation and commissioning of air con unit. Closing date and time: 14th April, 2022, at 1100 hours.
- CBTD.70-22. Supply and delivery of hardware materials on a Framework Agreement. Closing date and time: 14th April, 2022, at 1100 hours.
- CBTD.71-22. Supply and delivery of fibre optic cables. Closing date and time: 14th April, 2022, at 1100 hours.
- CBTD.72-22. Supply and delivery of pre-owned sedan motor vehicles. Closing date and time: 14th April, 2022, at 1100 hours.

Tenders must be enclosed in sealed envelopes and endorsed on the outside with the advertised tender number, the description, the closing date and must be posted in time to be sorted into Post Office Box CY 264, Causeway, or delivered by hand to:

The Procurement Head, TelOne Office 8S4, Runhare House, 107, Kwame Nkrumah Avenue, Harare, before 1100 hours (Zim Time) on or before the specified closing date.

Documents for the tenders are obtainable upon request on the following email: procurement@telone.co.zw

General Notice 515 of 2022.

BEITBRIDGE RURAL DISTRICT COUNCIL (BBRDC)

Invitation to Competitive Bidding

TENDERS are invited from interested, reputable and registered safari operators for the **lease** of Beitbridge West Concession Area.

Tender number

BBRDC.SAF/01/22. Beitbridge West Concession Area/Safari Area. Closing date: 1st April, 2022.

Tender documents are available from Beitbridge Rural District Council Offices at 275, Hagelthorn Road, Beitbridge, upon payment of a non-refundable fee of RTGS\$2 000,00, paid during working hours between 0900 hours and 1600 hours.

Tenders are to be deposited in sealed envelopes endorsed with "TENDER NUMBER AND DESCRIPTION" and thereafter tenders shall be opened in the presence of the bidders or their representatives who choose to attend. Tenders received after 1100 hours on the closing day will be treated as late tenders and will be rejected.

Tenders submission closes at 1100 hours on the 1st of April, 2022.

All enquiries to be sent to:

The Chief Executive Officer,
Beitbridge Rural District Council,
P.O. Box 32,
Beitbridge.
ceo@bbrdc.co.zw

General Notice 516 of 2022.

NETONE CELLULAR (PRIVATE) LIMITED

Invitation to Competitive Bidding

BIDDERS are invited for the supply and delivery of the following:

Tender number

- NET/ADM/01/22. Domestic tender for the renovations of Bulawayo Main Shop. Mandatory pre-bid meeting date: 7th April, 2022, at 1100 hours. Closing date: 21st April, 2022, at 1000 hours.
- NET/TRP/01/22. Domestic tender for the supply and delivery of motor vehicles. Closing date: 30th March, 2022, at 1000 hours.
- NET/TRP/06/22. Domestic tender for the supply and delivery of motor vehicle – Duty Free. Closing date: 30th March, 2022, at 1000 hours.
- NET/IT/04/22. Domestic tender for the supply, delivery and installation of Enterprise Resource Planning System. Closing date: 21st April, 2022, at 1000 hours.
- NET/CORP/17/02/22/01. Request for proposal for job evaluation. Closing date: 2nd April, 2022, at 1000 hours.
- NET/COM/18/03/22/01. Provision of activations and roadshows as and when required. Closing date: 19th April, 2022, at 1000 hours.
- NET/COR/18/03/22/05. Provision of asset verification and tagging services. Closing date: 5th April, 2022, at 1000 hours.
- NET/TEC/18/03/22/03. Supply, delivery and installation of palisade fence at NetOne base stations. Closing date: 8th April, 2022, at 1000 hours.
- NET/TEC/18/03/22/02. Lattice tower re-deployment services. Closing date: 5th April, 2022, at 1000 hours.
- NET/TEC/18/03/22/01. Modernisation and expansion of Ascot cooling solution. Mandatory pre-bid meeting date: 24th March, 2022, at 1100 hours. Closing date: 1st April, 2022, at 1000 hours.
- NET/TEC/18/03/22/04. Supply and delivery of generators. Closing date: 19th April, 2022, at 1000 hours.

NET/TEC/18/03/22/06. Provision of scheduled maintenance of Harare, Mashonaland and Manicaland NetOne Towers, Civil Consultancy and other emergency services. Closing date: 8th April, 2022, at 1000 hours.

Tenders must be submitted in sealed envelopes and endorsed on the outside with the advertised tender number, the description, closing date and hand delivered to: The Procurement Management Unit, NetOne Cellular (Private) Limited, P.O. Box CY 579, Causeway, or 16th Floor, Kopje Plaza Building, 1, Jason Moyo Avenue, Harare, not later than the prescribed date above.

Each tender document set is obtainable upon payment of a non-refundable fee of ZWL\$2 000,00, each at NetOne Cellular (Private) Limited, Eleventh Floor Kopje Plaza Building, 1, Jason Moyo Avenue, Harare. Bidders are encouraged to request the bidding document via email: procurement@netone.co.zw Electronic copies are obtained at no cost. Bidders are free to witness the tender opening process on the closing date.

General Notice 517 of 2022.

CITY OF GWERU (COG)

Invitation to Domestic Tender

TENDERS are invited from registered and reputable suppliers to participate in the following competitive bidding process:

Tender number

COG/01/03/2022. Supply and delivery of plumbing materials. Closing date: 25th March, 2022.

Tender documents containing bidding instructions and the scope of work are obtained in hard copy at City of Gweru Townhouse (PMU), Third Floor, during office working hours (0830 hours to 1600 hours) upon payment of a non-refundable fee of RTGS\$2 000,00, or free of charge in electronic form upon the interested bidder's request on email to: gwerucity08@gmail.com or on website: www.gwerucity.org.zw

Tenders must be enclosed in sealed envelopes and endorsed on the outside with the advertised tender number, the closing date and the description of the tender. Completed bids must be deposited at City of Gweru, cnr Eighth Street and R.G. Mugabe Way, Third Floor, Civic Centre/Town House, in the tender box on or before 1000 hours on specified closing dates and will be opened at 1030 hours on the same day in the presence of all interested bidders.

For any further details, please contact The Procurement Management Unit on +263542224320 or on email: gwerucity08@gmail.com

V.D. CHIKWEKWE,
The Acting Town Clerk,
City of Gweru,
Third Floor, Civic Centre/Town House,
cnr RG Mugabe Road/8th Street,
Gweru.

General Notice 518 of 2022.

BULILIMA RURAL DISTRICT COUNCIL (BRDC)

Tender Cancellation

NOTICE is hereby given, in terms of section 42 of the Public Procurement and Disposal of Public Asset Act [Chapter 22:23], to all bidders that tender detailed below has been cancelled:

Tender number

BRDC/02/2021: Sport Hunting.

Date advertised: 8th October, 2021.

J. B. NCUBE,
Chief Executive Officer.

General Notice 519 of 2022.

CITY OF HARARE (COH)

Invitation to Domestic and International Tenders

Tender number

COH/S.14/2021. Re-tender for the supply and delivery of desktop

computers. Closing date and time: 5th April, 2022, at 1000 hours.

COH/HW/S.14/2021. Re-tender for the rehabilitation of trickling bio-filters, the auxiliary works at Firlie and Crowborough sewage treatment plants. Site visit: 30th March, 2022. Closing date and time: 12th April, 2022, at 1000 hours.

COH/CH/S.1/2022. Supply, delivery, installation and servicing of firefighting equipment. Site visit: 28-30th March, 2022. Closing date and time: 5th April, 2022, at 1000 hours.

COH/S.3/2022. Supply, delivery and installation of elevators. Site visit: 22nd March, 2022, at No. 2, Coventry Road (Meeting place). Closing date and time: 5th April, 2022, at 1000 hours.

COH/DHCS/S.1/2022. Supply, delivery, installation and commissioning of solar systems at City of Harare District Offices. Site visit: 23rd March, 2022, at No. 2, Coventry Road (Meeting place). Closing date and time: 5th April, 2022, at 1000 hours.

COH/S.4/2022. Annual supply and delivery of refuse bags and bin liners. Closing date and time: 12th April, 2022, at 1000 hours.

COH/DOW/S.5/2022. Annual supply and delivery of traffic controllers, signal heads and accessories. Closing date and time: 12th April, 2022, at 1000 hours.

COH/S.7/2021. Re-tender for the supply and delivery of utility vehicles. Closing date and time: 29th March, 2022, at 1000 hours.

COH/S.6/2022. Supply, delivery, installation and commissioning of an ERP system for the City of Harare. Closing date and time: 3rd May, 2022.

COH/S.7/2022. Supply and delivery of office furniture. Closing date and time: 12th April, 2022.

COH/HW/S.8/2021. Re-tender: Rehabilitation of Crowborough sewerage treatment plant. Site visit: 6th April, 2022. Closing date and time: 19th April, 2022.

Tenders to be in sealed envelopes and endorsed on the outside with the advertised tender number, title of the tender, the closing date and time which are submitted before the closing date and time at Town House (Room 108) addressed to:

The Acting Town Clerk,
City of Harare,
Town House,
Julius Nyerere Way,
Harare.

Bidding documents with detailed specifications are obtainable from the Supply Chain Manager, at No. 2, Coventry Road, Workington, Harare, upon payment of a non-refundable fee of ZWL\$1 500,00.

Acting Town Clerk.

General Notice 520 of 2022.

NATIONAL HANDLING SERVICES (NHS)

Domestic Competitive Bidding Tender Cancellation

THE supply of the following goods:

NHS NCB.01/2022. Renewal of Microsoft Office 365. Cancelled.

General Notice 521 of 2022.

UMZINGWANE RURAL DISTRICT COUNCIL (URDC)

Competitive Tenders Invited—Domestic

UMZINGWANE Rural District Council is inviting bids from reputable companies for the following tender:

Tender number

UMZ/GDS/09/2022. Supply and delivery of classroom blocks and staff houses building and plumbing materials. Closing date: 25th March, 2022, at 1200 hours.

UMZ/WRKS/02/2022. Borehole drilling and equipping at Emlanjeni. Site visit: 24th March, 2022, at 1000 hours. Closing date: 1st April, 2022, at 1200 hours.

Tenders must be properly addressed to Chief Executive Officer and enclosed in sealed envelopes clearly endorsed on the

outside with the advertised tender number, tender description and tender closing date. Tenders should be deposited into the tender box at Umzingwane Rural District Council, Stand No. 1, Richardson Avenue, Esigodini, on the afore-mentioned closing dates.

Documents for the above mentioned tender are obtainable upon payment of a non-refundable tender fee of \$ZWL2 000,00, per tender document from Umzingwane Rural District Council, Stand No. 1, Richardson Avenue, Esigodini, between 0800 hours and 1645 hours, Monday to Friday.

Umzingwane Rural District Council does not bind itself to award the lowest tender or any bid. Tenderers are free to attend and witness tender opening. Late tenders will not be accepted. For any enquiries please contact the Chief Executive Officer.

Email address: umzingfinance@gmail.com
Phone number: 0292-2800286-7

General Notice 522 of 2022.

MINISTRY OF ENVIRONMENT, CLIMATE, TOURISM AND
HOSPITALITY INDUSTRY (MECTHI)

Procurement Notice for the Recruitment of a Consultant Team to Provide Consultancy Services for Developing Institutional Arrangements, Legal Framework and Institutionalisation of the Climate Transparency and Compliance Unit in Zimbabwe

Deadline: 20th April, 2022.

Background

In order to address some of the challenges the country is facing in reporting to the United Nations Framework Convention on Climate Change (UNFCCC), the Government through the Ministry of Environment, Climate, Tourism and Hospitality Industry (MECTHI), with assistance from the UN Environment (UNEP), applied for financial resources from the Global Environment Facility (GEF) Trust Fund- Capacity Building Initiative for Transparency (CBIT). A project was approved by the GEF and the country seeks to develop appropriate institutional, legal frameworks and institutionalize the Climate Transparency and Compliance Unit in Zimbabwe to meet the Enhancing Transparency Framework (ETF) requirements under the Paris Agreement.

Deliverables of the Consultancy

The consultant(s) is tasked to establish appropriate gender balanced institutional arrangements and systems supported by a solid legal framework and facilitate the establishment of a Climate Transparency and Compliance Unit (CTCU) in the Climate Change Management Department under MECTHI. A capable consulting team to be engaged to carry out the assignment will undertake the following tasks:

- Undertake a scoping exercise for the institutional and legal gaps.
- Conduct a consultation workshop to develop the institutional and legal frameworks.
- Develop and design institutional arrangements and legal framework.
- Design a coherent regulation and develop the draft legal framework for data and tracking.
- Provide technical and legal support for the operationalisation of the Climate change Bill and facilitate the establishment of CTCU.
- Prepare Data Sharing Agreements and Memorandums-of-Understanding (MoUs).
- Propose the final institutional arrangements, legal framework, guidance and documentation.

The products of this assignment are:

- Scoping study report on Institutional and legal gaps and constraints.
- Comprehensive institutional arrangements and legal framework including a draft bill.
- Climate change data sharing agreement and ETF roadmap.
- Relevant advanced degree with at least 10 years' experience on climate change transparency, UNFCCC reporting and related assignments.

- Strong knowledge of government policies and strategies on climate change, particularly the National Climate Change Response Strategy, National Climate Policy, NDCs, LEDS and NAP and their implementation frameworks.
- A minimum of 5 years' professional experience in preparation of official legal documents at institutional level.
- Relevant research and/or consultancy experience, with practical knowledge on environmental management, climate change-related issues, etc.
- Practical knowledge of National Communications, Transparency and compliance and related UNFCCC processes.

Important note:

- Only applicants who meet the above qualifications will be considered.

How to apply:

Interested Consultant teams are requested to collect a Request for Proposal document from the Procurement Management Unit, Ministry of Environment, Climate, Tourism and Hospitality Industry, Rooms 11–58, Eleventh Floor, Kaguvi Building, cnr Simon Vengai Muzenda Street/Ahmed Ben Bella Avenue, Harare. Submission should be done using the tender box situated at the reception at the above mentioned address by not later than 20th April 2022, at 1000 hours local time. The documents should be placed in sealed envelopes, clearly marked EOI & PROPOSAL "Climate Change Institutional Arrangements and Legal Framework. Tender No: RFQ MECTHI/CBIT 002/2022".

General Notice 523 of 2022.

RUWA LOCAL BOARD (RLB)

Invitation to Domestic Tender

Tender number

RLB.03/2022. Supply of protective clothing. Closing date and time: 1st April, 2022, at 1200 hours. Tender start selling date: 18th March, 2022, at 1210 hours.

Interested eligible bidders may obtain the bidding documents upon payment of a none refundable fee of \$2 000,00RTGS, per tender document from Town Secretary's office at Ruwa Local Board main offices 855, off Chiremba Road, Ruwa.

Documents must be in sealed bids clearly marked with tender number and tender description which must be deposited in the tender box in the Town Secretary's office during normal working hours as from 0800 hours to 1600 hours not later than 1st April, 2022, at 1200 hours.

Bids will be opened in the presence of bidder's representative who choose to attend on the 1st April, 2022, at 1215 hours in the Council Board Room at Ruwa Local Board Offices, 855, Chiremba Road, Ruwa.

K. M. MADANHI,
Town Secretary.

General Notice 524 of 2022.

SALLY MUGABE CENTRAL HOSPITAL

Invitation to Domestic Competitive Tenders

Tender number

SMCH/24/2022. Supply and delivery of medical equipment.

SMCH/25/2022. Supply and delivery of orthopedic instruments and implants.

SMCH/26/2022. Repair and service of cold-rooms, fridges and air conditioners. Mandatory site visit date and time: 6th April, 2022, at 1100 hours.

SMCH/27/2022. Repair and service of ICT equipment and networking. Mandatory site visit date and time: 6th April, 2022, at 1100 hours.

SMCH/28/2022. Repair and service of autoclaves. Mandatory site visit date and time: 6th April, 2022, at 1100 hours.

SMCH/29/2022. Repair and service of laundry equipment. Mandatory site visit date and time: 6th April, 2022, at 1100 hours.

SMCH/30/2022. Renovation of buildings. Mandatory site visit date and time: 5th April, 2022, at 1100 hours.
 SMCH/31/2022. Repair of vehicles. Mandatory site visit date and time: 6th April, 2022, at 1100 hours.
 SMCH/32/2022. Supply and delivery of vehicle spares.
 SMCH/33/2022. Supply and delivery of bedding linen.
 SMCH/34/2022. Repair and commissioning of incinerator. Mandatory site visit date and time: 6th April, 2022, at 1100 hours.
 SMCH/35/2022. Supply and delivery of urology instruments.
 Tenders must be enclosed in sealed envelope(s) and endorsed on the outside with the tender number, tender description, the closing date and must be posted in time to be sorted into Post Office Box ST14, Southerton, Harare, or delivered by hand to the Administration Block on or before 1000 hours on the closing date. Bidding documents shall be requested on sallymugabehospitalpmu@gmail.com Bidders are advised to state their company name, contact person, and contact number.
Note: Bids received after the closing date and time will be rejected.
 Closing date for tenders 22nd April, 2022, at 1000 hours.

General Notice 525 of 2022.

PUBLIC SERVICE COMMISSION (PSC)

Invitation to Tenders

THE Public Service Commission invites interested and qualified bidders to bid for the below listed items:

Tender number

PSC/SOFTWARE/DCB/09/2022. Supply and delivery of Microsoft Office 2021 and Windows 10 operating system. Closing date and time: 22nd April, 2022, at 1400 hours.
 PSC/DCB/VEHICLE TRACKING/04/2022. Vehicle tracking. Closing date and time: 22nd April, 2022, at 1400 hours.
 PSC/DCB/VEHICLE REAR BUMPER/06/2022. Vehicle rear bumper. Site visit/pre-bidding date and time: 31st March, 2022, at 1000 hours, Public Service Commission, Head Office, Eighth Floor, corner Sam Nujoma Street and Julius Nyerere Way, Harare. Closing date and time: 22nd April, 2022, at 1400 hours.
 PSC/EQUIPMENT AND SOFTWARE PSYCHOMETRIC TESTS/08/2022. Equipment and software psychometric tests. Site visit/pre-bidding date and time: 31st March, 2022, at 1000 hours, Public Service Commission, Head Office, Eighth Floor, corner Sam Nujoma Street and Julius Nyerere Way, Harare. Closing date and time: 22nd April, 2022, at 1400 hours.
 PSC/ZIFT STAND DESIGN, RENOVATIONS SUPPLY DELIVERY OF DIGITAL EQUIPMENT, EXHIBITION EQUIPMENT AND CORPORATE GIFTS/10/2022. ZIFT stand design, stand renovations, supply and delivery of digital equipment and corporate wear and gifts. (The requirements have been divided into lots and packages):
 Site visit/pre-bidding date and time: 23rd March, 2022, Bulawayo ZITE, at 1100 hours. (site visit only for stand design, renovations and supply and delivery of digital equipment).
 Site visit/pre-bidding date and time: 25th March, 2022, Harare, at 1000 hours. Pre-bidding meeting for corporate wear, equipment and corporate gifts. Closing date and time: 1st April, 2022, at 1400 hours.
 PSC/LADIES CORPORATE WEAR/11/2022. Ladies corporate wear. Site visit/pre-bidding date and time: 1st April, 2022, at 1000 hours, Public Service Commission, Head Office, Eighth Floor, corner Sam Nujoma Street and Julius Nyerere Way, Harare. Closing date and time: 25th April, 2022, at 1400 hours.
 PSC/01/GROCERIES AND CLEANING MATERIALS/FRAMEWORK AGREEMENT/2022. Cleaning materials and toiletries. Closing date and time: 25th April, 2022, at 1400 hours.
 PSC/02/GROCERIES/FRAMEWORK AGREEMENT/02/2022. Groceries and provisions. Closing date and time: 22nd April, 2022, at 1400 hours.

PSC/OFFICE FURNITURE/09/DCB/2022. Office furniture. Site visit/pre-bidding date and time: 1st April, 2022, at 1000 hours, Public Service Commission, Head Office, Eighth Floor, corner Sam Nujoma Street and Julius Nyerere Way, Harare. Closing date and time: 25th April, 2022, at 1400 hours.

PSC/ELECTRICAL APPLIANCES/DCB/10/2022. Electrical appliances. Closing date and time: 25th April, 2022, at 1400 hours.

Hard copies can be obtained upon payment of a non-refundable tender fee of ZWL2 000,00, into the Ministry of Public Service Exchequer CBZ bank account number 06622384710016 Kwame Nkrumah or at the Accounts Section, Eighth Floor, SSC Building, corner Sam Nujoma Street and Julius Nyerere Way, Harare, from 0830 hours to 1500 hours on working days. Tender documents are obtainable from the Procurement Management Unit, Office No. 827, Eighth Floor, on the address below.

Bid submission

Three copies of sealed and clearly labelled bids must be deposited in the tender box in the Sixth Floor reception area, on or before the closing date at 1000 hours and clearly addressed to The Secretary Public Service Commission, P.O. Box CY 440 Social Security Centre, corner Sam Nujoma Street and Julius Nyerere Way, Harare. **Att:** General Manager Procurement.

For further details and clarifications, contact (0242) 708688.

General Notice 526 of 2022.

SEEDS ACT [CHAPTER 19:13]

Designation of Certifying Agencies

IT is hereby notified, terms of section 4(3) of the Seeds (Certification Scheme) Notice, 2000, published in Statutory Instrument 213 of 2000, the Certifying Authority hereby designates the following Certifying Agencies in respect of the following seed crops:

11-3-2022. DR. C.MUJAJU, Registrar Seed Services Institute.

SCHEDULE

DESIGNATED CERTIFYING AGENCIES

NAME OF CERTIFYING AGENCY	CROPS
Tryfine Seeds (Private) Limited	Maize, groundnuts, sugar beans, sunflower, lab lab, sun hemp and velvet beans.
Makata Bananas (Private) Limited, trading as Makata Seeds	Potatoes.
Assalam Trading (Private) Limited	Katambora Rhodes grass.
Agri Investments (Private) Limited	Potatoes.
Dijo Seed Zimbabwe (Private) Limited	Potatoes.
Just Green Agric (Private) Limited	Potatoes.
Sidonic Seeds (PBC)	Cowpeas.
Agri Southern Africa (Private) Limited	Potatoes.
Farmbiz Genetics (Private) Limited	Maize, groundnuts, sugar beans, cowpeas, sorghum and pearl millet.
Vuna Seeds (Private) Limited	Maize, groundnuts, sugar beans, soya beans, sorghum and pearl millet and vegetables.
Europe Africa Seed Initiative (Private) Limited	Maize, groundnuts, sugar beans, soya beans, sorghum and cowpeas, wheat, rice, pastures, Irish potato and sweet potatoes.
Bayer Zimbabwe (Private) Limited	Maize.
Nutrimaster (Private) Limited	Maize.
Infinite Seeds (Private) Limited	Maize, cotton, cowpeas, soya beans, sorghum and vegetables.

General Notice 527 of 2022.

CITY OF MASVINGO (COM)
Request for Expression of Interest

CE/04/22. Civil design and construction supervision for Charumbira Commercial Area and Rujeko Medium Density Residential and Commercial Area.

Masvingo City Council wishes to engage consulting services relating to Civil Engineering Design Services. The Council is inviting eligible consulting firms (Consultants) to indicate their interest in providing the services. Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to offer the services. The shortlisting criteria is as follows:

1. The Firm must be a registered entity in terms of the Laws of Zimbabwe.
2. The Firm must be registered with the Engineering Council of Zimbabwe (ECZ) and the Zimbabwe Association of Consulting Engineers (ZACE) with minimum of five (5) years practicing in the industry.
3. The Firm must be registered with the Procurement Regulatory Authority of Zimbabwe (PRAZ) as well as possess a tax clearance. The PRAZ registration and tax clearance must be valid for year 2022.
4. Curriculum vitae for key personnel must be attached.
5. Details of previous projects done in the past five years.

The following documents should be submitted in support of the information provided:

- (i) Detailed company profile, CR14, CR16 and certificate of incorporation;
- (ii) Registration certificates with ECZ and ZACE;
- (iii) PRAZ Registration certificate for 2022 and Tax Clearance certificate for 2022;
- (iv) At least 3 trade references for projects done in the 5 years and beyond.

Shortlisted Consultants will be invited to submit detailed technical and financial feasibility proposals as described in Part 1 of the Request for Proposals Procedures in the Standard Request for Proposals Procedures for the selection of Consultancy Services. Consultants may form joint ventures or subconsult to enhance their qualifications.

A Consultant will be selected in accordance with the procedures specified in Part VIII of the Public Procurement and Disposal of Public Assets Act [Chapter 22:23] and Part VI of the Public Procurement and Disposal of Public Assets (General) Regulations, 2018 (Statutory Instrument 5 of 2018).

Shortlisted Consultancy will be invited to submit their proposals on a separate document based on the Standard Request for Proposals Procedures for the selection of Consultancy Services and the Consultant submitting the successful proposal will be engaged on the contractual terms set out in that document and in the General Conditions of Consultancy Services. Copies of the Act and the Regulations and the standard documentation are available on the PRAZ website.

This opportunity is open to all Civil Engineering Consultancy who meet the criteria for the eligibility as stated in section 28 of the Act and who have the nationality an eligible country as defined in Clause 1.10 of the General Conditions of Contract for Consultancy Services. Participation is open to Zimbabwean bidders only.

The method of selection will be least-cost selection method.

Further information can be obtained at the address below during working hours or alternatively enquire on email masvingocitypmu@gmail.com

A Consultant may submit only one expression of interest. The expression of interest must be submitted in a clearly marked envelope and deposited in the tender box at Masvingo City Civic Centre, Chamber Secretary's Office, R.G Mugabe Way, Masvingo, on or before 25th March, 2022, by 1000 hours and bids will be opened on the same day at 1010 hours.

Late bids shall not be accepted.

City of Masvingo,
P.O. Box 17,
Masvingo.

ENG. E. MUKARATIRWA,
Town Clerk.

General Notice 528 of 2022.

INSIZA RURAL DISTRICT COUNCIL (IRDC)
Invitation to Tenders—Domestic Bidders

INSIZA Rural District Council invites bids from reputable suppliers who are registered with the Procurement Regulatory Authority of Zimbabwe (PRAZ) to supply and deliver the following items:

Tender number

IRDC/ENG/BLDM/01/2022. Supply of materials and construction of one semidetached staff house at Montrose Clinic in Insiza District.

IRDC/ENG/RDS/01/2022. Rehabilitation of a 2km stretch of Fredmine Road in Filabusi Centre.

IRDC/ENG/RDS/02/2022. Construction of access roads totaling to 3.7km in Bekezela Township in Filabusi Centre.

IRDC/ENG/GRD/02/2022. Supply and delivery of motorized grader.

IRDC/ENG/RFC/01/2022. Supply and delivery of a refuse compactor

Tender documents with specification will be available for collection at the Council offices situated at Stand No. 173, Mthwakazi Township, Filabusi, as from the 21st of March, 2022, from 0800 hours to 1645 hours local time during working days (Mondays to Fridays) upon payment of a non-refundable tender fee of ZWL \$1 550,00.

Tender documents in a sealed khakhi envelope clearly indicating the tender number for each of the above referred procurements, must be deposited in the marked "TENDER BOX" in the Council Procurement Office at the Council offices.

NB

- The closing date for items 1, 2 and 3 will be 8th April, 2022, at 1100 hours.
- The closing date for items 4 and 5 will be 29th March, 2022, at 1100 hours.

Thereafter, tenders shall be opened in the presence of the bidders and/or their representatives who choose to attend. Tenders received after stated times on the closing dates will be treated as late tenders and will be rejected.

A compulsory site visit for all prospective bidders for items 1, 2, and 3 will be on the 31st March, 2022, at 0900 hours. Bidders are expected at 0845 hours at Council Board Room for a briefing before proceeding to sites. A site visit Certificate will be issued at the end of the site visit to prospective bidders.

Tender documents must be addressed to: The Head Procurement Management Unit P.O. Box 53, Filabusi. Tel: +263842801 452, +263 715 766 569, +263 775 192 004

General Notice 529 of 2022.

ZESA HOLDINGS (PRIVATE) LIMITED
Invitation to Competitive Bidding

ZESA Holdings (Private) Limited invites suitably qualified and experienced firms/companies registered with the Procurement Regulatory of Zimbabwe to submit bids for the following:

Tender number

ZH-RFP-15-2022. Domestic. Procurement of a service provider to administrate a Segregated Medical Aid Fund for the ZESA Group of Companies. Closing date and time: 21st April, 2022, at 1000 hours.

Complete bids in sealed envelopes clearly marked with the correct Procurement reference number and description must be deposited in the Tender box at ZESA Holdings (Private) Limited, Ground Floor, Electricity Centre, 25, Samora Machel Avenue, Harare, Zimbabwe, on or before 1000 hours of the closing date. No faxed, email or late tender submissions will be considered.

All Bidding documents are available free of charge via email on: procurement@zesaholdings.co.zw

Enquiries relating to the bidding process may be addressed to the Procurement Management Unit at ZESA Holdings

(Private) Limited, Ninth Floor, Electricity Centre, 25, Samora Machel Avenue, Harare, Zimbabwe, during office hours (from 0900 hours to 1530 hours) or email addresses: procurement@zesaholdings.co.zw

PROCUREMENT MANAGEMENT UNIT

General Notice 530 of 2022.

ZIMBABWE REPUBLIC POLICE (ZRP)

Invitation to Competitive Bidding

TENDERS are being invited from reputable companies registered in terms of the Companies Act [Chapter 24:03] and the Procurement Regulatory Authority of Zimbabwe in relevant categories for the supply and delivery of the following:

Tender number

- PMU.03/22. Supply and delivery of band musical equipment. Pre-bidding meeting: 30th March, 2022, at 1000 CAT. Closing date and time: 21st April, 2022, at 1000 CAT.
- PMU.04/22. Supply and delivery of furniture. Closing date and time: 21st April, 2022, at 1000 CAT.
- PMU.05/22. Refurbishment of house number 15 Chishawasha. Pre-bidding meeting: 30th March, 2022, at 1000 CAT. Closing date and time: 21st April, 2022, at 1000 CAT.
- PMU.06/22. Refurbishment of morris depot male and female barracks. Pre-bidding meeting: 31st March, 2022, at 1000 CAT. Closing date and time: 21st April, 2022, at 1000 CAT.
- PMU.07/22. Supply and delivery of stockfeed. Closing date and time: 21st April, 2022, at 1000 CAT.
- PMU.08/22. Refurbishment of senior staff officer CGP'S Residence. Pre-bidding meeting: 1st April, 2022, at 1000 CAT. Closing date and time: 21st April, 2022, at 1000 CAT.
- PMU.09/22. Supply and delivery of bulk print paper. Closing date and time: 21st April, 2022, at 1000 CAT.
- PMU.10/22. Supply and delivery of computer consumables. Closing date and time: 21st April, 2022, at 1000 CAT.
- PMU.11/22. Supply and delivery of tyres and batteries. Closing date and time: 21st April, 2022, at 1000 CAT.

Documents for the above competitive bidding will be issued to interested bidders upon payment of a non-refundable cash deposit of RTGS equivalence of USD 10,00, per document at: Finance Section, ZRP General Headquarters, corner Liberation Legacy Way and Josiah Chinamano Avenue, Harare.

Submission of tenders

Tenders must be enclosed in sealed three envelopes, endorsed outside with the advertised tender number, the closing date and description of tender. Tenders must be deposited in a tender box at the Procurement Management Unit Offices situated in Morris Depot, corner Josiah Chinamano Avenue and 10th Street, Harare, on or before 1000 hours [CAT] on the closing date and time.

Note: Tenders that are received after 1000 hours on the closing date whether by hand or post will be treated as late tenders and will be rejected. Pre-bid meeting is mandatory where indicated.

Bidders are free to witness the opening of tenders on the closing date and time. Zimbabwe Republic Police does not bind itself to accept the lowest or any tender and reserve the right to accept the whole or part of any tender.

General Notice 531 of 2022.

**AGRICULTURAL AND RURAL DEVELOPMENT
AUTHORITY (ARDA)**

Invitation to Domestic Competitive Bidding: Re-tender

THE Agricultural and Rural Development Authority (ARDA) invites PRAZ registered (in the correct category), NSSA cleared and ZIMRA cleared bidders to bid for the following tenders:

Tender number

ARDA/KINGCABS/032022. Supply and delivery of 8 x Toyota

Hilux King Cabs (Extra Cabs), 2.8 litre diesel engine, 4 x 4. Closing date and time: 19th April, 2022, at 1000 hours.

ARDA/STANDESIGN/032022. Provision and implementation of ZITF and ZAS stand design.

Site visit date: ZITF 22nd March, 2022

Site visit date: ZAS 23rd March, 2022.

Closing date and time: 24th March, 2022, at 1000 hours.

NB: ZITF and ZAS briefs will be shared to interested bidders for guidance on the concept development.

Details of the competitive tenders shall be contained in the bidding document obtainable by interested bidders for free upon request via these emails: procurement@arda.co.zw/tenders@arda.co.zw or upon payment of a non-refundable fee of ZWL\$1 500,00, for a hard copy. The Agricultural and Rural Development Authority (ARDA) does not bind itself to award the lowest tender or any bid and reserves the right to accept the whole or part of any tender. Tenderers are free to attend and witness tender opening. Late tenders will not be accepted.

Detailed bids must be enclosed in sealed envelopes and endorsed on the outside with the advertised tender number, the description, the closing date and must be posted in time or hand delivered to: The Procurement Management Unit, No. 3, McCherry Avenue South, Eastlea, Harare, Zimbabwe, on or before the specified closing date and time.

NB: No online submissions.

Agricultural and Rural Development Authority,
No. 3, McCherry Avenue South, Eastlea, Harare, Zimbabwe.
Tel. +263 242 704924

General Notice 532 of 2022.

MINISTRY OF HEALTH AND CHILD CARE (MOHCC)

Invitation to Tender

THE Ministry of Health and Child Care would like to solicit bids from qualified entities for the Supply and delivery of the following:

Tender number

MOHCC-CT/01/2022. Supply and delivery of dental consumables. Pre-bid date: YES, 6th April, 2022. Closing date and time: 20th April, 2022, at 1000 hours.

Mandatory Requirements:

- Must be Registered for a period of not less than one year.
- Must have a Certificate of incorporation.
- Must have a vendor number.
- Must have a valid registration with Procurement Regulatory Authority of Zimbabwe (PRAZ).
- Must have a valid tax clearance.
- Must have VAT Certificate.

Tenders must be enclosed and in sealed envelopes and endorsed on the envelope(s) and quotation(s) with the advertised tender number, closing date, hand-delivered and deposited into the tender box (found at First Floor Reception, MOHCC, Kaguvi Building) by 1000 hours on the closing date.

Please note that no application will be accepted after the closing time and date. Further, there shall be no extension of these deadlines.

Tender documents are obtained from the Procurement Office: Programme Coordination Unit (PCU) offices, Fifth Floor, Kaguvi Building upon payment of a non-refundable fee of ZWL\$1 200, 00. Tenders are bought in Second Floor Cashier's office Room 89.

Tender documents are sold between 1100 hours and 1230 hours during working days only.

Please note that this advert is not to be construed in any way as an offer to contract with your organization.

General Notice 533 of 2022.

POSTAL AND TELECOMMUNICATIONS REGULATORY
AUTHORITY OF ZIMBABWE (POTRAZ)

Invitation to Competitive Bidding:

THE Postal and Telecommunications Regulatory Authority of Zimbabwe (POTRAZ) is inviting suitably qualified, registered, eligible and reputable companies to participate in the following competitive bidding processes.

Tender number

POTRAZ/DOM/09/03/2022. Supply and delivery of toner cartridges. Closing date and time: 21st April, 2022, at 1000 hours.

POTRAZ/INT/01/03/2021. (International Tender). Supply and delivery of Advanced Automated Frequency Monitoring System (AAFMS). Closing date and time: 19th May, 2022, at 1000 hours.

POTRAZ/DOM/10/03/2022. Supply and delivery of laptops. Closing date and time: 21st April, 2022, at 1000 hours.

Bidding documents can be downloaded from the POTRAZ website on www.potraz.gov.zw under the tender's section. Those that would have downloaded the bidding documents from the website are required to send their company details on the email address availed above to enable compilation of a register and further communication.

For any enquiries regarding the advertised tender, you can contact the Procurement Management Unit on: 0242-333032 or through email on pmu@potraz.gov.zw

General Notice 534 of 2022.

CIVIL AVIATION AUTHORITY OF ZIMBABWE (CAAZ)

Request for Proposals

INTERESTED and qualified Auctioneers are invited to submit their proposals for the provision of Auctioneering services for disposing seven aircraft. Proposals must be enclosed in sealed envelopes and clearly marked on the outside with the advertised RFP number, the description and the closing date. RFPs must be deposited in the Tender Box at the Civil Aviation Authority of Zimbabwe Reception, Second Level, Domestic Terminal Building, Robert Gabriel Mugabe International Airport, Harare, before 1000 hours on the closing date.

Tenders must be addressed to:

The Head Procurement Management Unit,
Civil Aviation Authority of Zimbabwe,
Third Level, International Terminal Building,
Robert Gabriel Mugabe International Airport,
P. O. Box CY 7716,
Causeway,
Harare.

Tender number

CAAZ/DFSS/RFP/01/2022: Request for proposals for the provision of auctioneering services.

Your submission should reach the Civil Aviation Authority of Zimbabwe not later than the closing date of 4th April, 2022, at 1000 hours.

Deposited in the Tender Box at the PMU Reception, Second Floor, Domestic Terminal Building, Robert Gabriel Mugabe International Airport, Harare,

before 1000 hours on the closing date.

The bidding document is downloadable on the CAAZ website www.caaz.co.zw or on request on the following email address: purchasing@caaz.co.zw

General Notice 535 of 2022.

MINISTRY OF PRIMARY AND SECONDARY EDUCATION

Invitation to Domestic Competitive Bidding

TENDERS are invited from suitably qualified and experienced companies for the supply and delivery of various goods and services as indicated below. Tenders must be enclosed in sealed envelopes and endorsed on the outside with the advertised tender numbers, the description and the closing date and must be deposited in the tender box in the Tenth Floor Registry Section, Queen Lozikeyi House, Ministry of Primary and Secondary Education before 1000 hours on or before the closing date or must be posted in time to be sorted into P.O. Box CY 121, Causeway, before the closing date. The responses should reach the Ministry of Primary and Secondary Education, before 1000 hours on or before the closing date stipulated in this advertisement or must be posted in time to be sorted into the postal addresses provided.

Tenderers must submit three copies of tender documents in sealed envelopes clearly marked with the description of tender and tender numbers, Ministry of Primary and Secondary Education, Head Office.

Tender number

EDU/CB/01/2022. Supply and delivery of office furniture and equipment. Commencement sale of tender documents: 23rd March, 2022. Closing date: 4th April, 2022.

EDU/CB/02/2022. Supply and delivery of ICT equipment. Commencement sale of tender documents: 25th March, 2022. Closing date: 6th April, 2022.

EDU/CB/03/2022. Supply and delivery of textbooks. Commencement sale of tender documents: 30th March, 2022. Closing date: 11th April, 2022.

EDU/CB/04/2022. Supply, delivery and fitting of office blinds. Commencement sale of tender documents: 5th April, 2022. Site visit/Pre-bid meeting: 8th April, 2022. Closing date: 15th April, 2022.

EDU/CB/05/2022. Supply and delivery of Assistive Devices for Learners with Special Needs. Commencement sale of tender documents: 7th April, 2022. Site visit/Pre-bid meeting: 13th April, 2022. Closing date: 19th April, 2022.

EDU/CB/06/2022. Provision of vehicle servicing and repairs. Commencement sale of tender documents: 12th April, 2022. Closing date: 10th May, 2022.

EDU/CB/07/2022. Supply and delivery of stationery. Commencement sale of tender documents: 15th April, 2022. Closing date: 27th April, 2022.

EDU/CB/08/2022. Supply and delivery of computer consumables. Commencement sale of tender documents: 19th April, 2022. Closing date: 29th April, 2022.

EDU/CB/09/2022. Supply and delivery of food provisions. Commencement sale of tender documents: 25th April, 2022. Closing date: 5th May, 2022.

Detailed tender documents should be collected from the Procurement Management Unit, Thirteenth Floor, Queen Lozikeyi House, 88, Kwame Nkrumah Avenue/Sam Nujoma Street, Harare, upon payment of a non-refundable fee of ZWL2 000,00, per tender document at the Revenue Section Ninth Floor (Queen Lozikeyi House). The buying and collection times are 0830 hours to 1430 hours from Mondays to Fridays. Fees are applicable to all tenders.

General Notice 536 of 2022.

MINISTRY OF TRANSPORT AND INFRASTRUCTURAL
DEVELOPMENT (MOTID)

Invitation to Domestic Tenders

THE Ministry of Transport and Infrastructural Development (MOTID) of the Republic of Zimbabwe is inviting prospective registered bidders to participate in the following tenders.

Tenders must be enclosed in sealed envelopes and endorsed on the outside with the correct reference number, the description, the closing date and must be delivered by hand to Ministry of Transport and Infrastructural Development, Office No. 14/41, Fourteenth Floor,

Kaguvi Building, cnr. Simon Vengai Muzenda Street and Ahmed Ben Bella Avenue, Harare, on or before 1100 hours on the closing date. No faxed, e-mailed or late tenders will be considered.

Tender number

MOTID/ERRP2/26 OF 2022. Emergency Road Rehabilitation Programme 2. Khami Prisons access road construction. Registration: Ministry of Local Government and Public Works, CIFOZ and or ZBCA under *Category A* civil contractors only. Compulsory site visit: 23rd March, 2022. Venue: Pre-provincial offices Khami Road, Bulawayo, at 0900 hours. Closing date: 1st April, 2022.

Documents

Tender documents are obtainable from the Procurement Management Unit Office, Ministry of Transport and Infrastructural Development, Room 41, Fourteenth Floor, Kaguvi Building, cnr. Simon Vengai Muzenda Street and Ahmed Ben Bella Avenue, Harare, between 0745 hours and 1445 hours during week days.

NB: Documents will be issued upon payment of a non-refundable fee of two thousand five hundred dollars (ZWL\$ 2 500,00) only per tender.

CHANGE OF NAME

TAKE notice that, on the 10th day of March, 2022, before me, Precious Chakasiwa, a legal practitioner and notary public, appeared Donna Ashleigh Thurman (born on 3rd May, 1983) on behalf of the minor child Tyler James Anthony Thurman (born on 16th May, 2007) and changed her name to Tyler James Anthony Themistocleous, so that, henceforth, for all purposes and occasions he shall be known by the name Tyler James Anthony Themistocleous.

Dated at Harare this 10th day of March, 2022.—Precious Chakasiwa, c/o Kantor & Immerman, legal practitioners, MacDonald House, 10, John Landa Nkomo Avenue, Harare.

461655f

CHANGE OF NAME

TAKE notice that, on the 3rd day of March, 2022, before me, Fadzai Dorren Mutavayi, a legal practitioner and notary public, appeared Shepherd Marwodzi (born on 9th January, 1999) (ID 80 089828 K 18) and changed his name to Shepherd Shiringo, by which name he shall henceforth be known for all purposes.—B. Chipadza Law Chambers, 86, John Landa Nkomo Avenue, Harare.

461480f

CHANGE OF NAME

NOTICE is hereby given that, by notarial deed of change of name executed before me, Vimbai Nyemba, a notary public, on 9th day of March, 2022, personally appeared Mudadisi Mazambani (born on 1st May, 1984) and changed his name from Mudadisi Mazambani to Mudadisi Hove, by which name he shall henceforth be known for all purposes and Mudadisi Mazambani in his capacity as the natural father and guardian of his minor children, also changed his children's names from Methias Mazambani (born on 10th January, 2005) to Methias Hove, Chipochashe Mazambani (born on 5th November, 2008) to Chipochashe Hove and Lisandra Mazambani (born on 24th December, 2017) to Lisandra Hove, which names they shall henceforth be known for all purposes.

Dated at Harare on this 10th day of March, 2022.—Vimbai Nyemba, notary public, c/o V. Nyemba & Associates, legal practitioners, Sixth Floor, Beverley Court, 100, Nelson Mandela Avenue, Harare.

461391f

CHANGE OF NAME

NOTICE is hereby given that, on the 4th day of March, 2022, before me, Dominic Muzawazi, a legal practitioner and notary public, appeared Rufaro Sarah Georgina Mhundu (born on 4th July, 2002) who changed her name to Rufaro Sarah Georgina Mashumba, so that, henceforth, for all purposes and occasions she shall be known by the name Rufaro Sarah Georgina Mashumba.

Dated at Harare this 4th day of March, 2022.—Dominic Muzawazi, c/o Mtombeni, Mukwasha, Muzawazi & Associates, legal practitioners, 8, Bates Street, Milton Park, Harare.

461610f

CHANGE OF NAME

NOTICE is hereby given that, by notarial deed of change of name executed before me, Batanai Pesanai, a legal practitioner and notary public, at Harare, on this 5th day of February, 2022, Priscilla Ngwenya (born on 13th May, 1977) appeared and did change the name Priscilla Ngwenya and assume the name Priscilla Nala, which name shall be used in all records, deeds, documents and in all transactions.

Dated at Harare this 15th day of February, 2022.—Batanai Pesanai, c/o IEG Musimbe and Partners, 96, Prince Edzward Street, Milton Park, Harare.

461615f

CHANGE OF NAME

TAKE notice that, on the 24th day of February, 2022, before me, Angela Matarutso, a legal practitioner and notary public, appeared Bhempilo Mudimba (born on 16th October, 1989) and, in his own capacity, formally abandoned the name Bhempilo Mudimba and adopted Bhempilo Gumede, so that, henceforth, for all purposes and occasions he shall be known by the name Bhempilo Gumede.

Dated at Harare this 24th day of February, 2022.—Angela Matarutso, c/o Pundu & Company, applicant's legal practitioners, 34, Edmonds Avenue, Belvedere, Harare.

461662f

CHANGE OF NAME

NOTICE is hereby given that, by notarial deed executed before me, Nobert Musa Phiri, a notary public, on the 7th of January, 2022, appeared Edith Nyamande (born on 25th September, 1982) (ID 38-147217 Q 18) and changed her name to Edith Mugarisanwa, so that, henceforth, for all purposes and occasions she shall be known by the name Edith Mugarisanwa.

Dated at Harare this 7th day of January, 2022.—Nobert Musa Phiri, c/o Muvingi & Mugadza Legal Practitioners, Seventh Floor, Pegasus House, 52-54, Samora Machel Avenue, Harare.

461373f

CHANGE OF NAME

TAKE notice that, on the 1st day of March, 2022, Emmanuel Tichafa (born on 3rd April, 1973), appeared before me, Nyadzisai Matilda Chikwene, and abandoned the surname Tichafa and assumed the surname Makurumidze, so that, henceforth, for all purposes and occasions he shall be known by the name Emmanuel Makurumidze. At the same time he changed the name of his minor child, Makanaka Valary Tichafa (born on 21st November, 2006) by also abandoning Tichafa as her surname and adopting the surname Makurumidze, so that, henceforth, for all purposes and occasions she shall be known by the name Makanaka Valary Makurumidze.

Dated at Harare this 8th day of March, 2022.—Nyadzisai Matilda Chikwene, c/o Coghlan Welsh & Guest, Cecil House, 2, Ahmed Ben Bella Avenue, P.O. Box 53, Harare.

461481f

CHANGE OF NAME

TAKE notice that, on the 1st of March, 2022, Tanyaradzwa Prince Tichafa (born on 7th March, 2001), appeared before me, Nyadzisai Matilda Chikwene, and abandoned the surname Tichafa and assumed in its place the surname Makurumidze, so that, henceforth, for all purposes and occasions he shall be known by the name Tanyaradzwa Prince Makurumidze.

Dated at Harare this 8th day of March, 2022.—Nyadzisai Matilda Chikwene, c/o Coghlan Welsh & Guest, Cecil House, 2, Ahmed Ben Bella Avenue, P.O. Box 53, Harare.

461482f

LOST CERTIFICATE OF REGISTRATION

NOTICE is hereby given that the under-mentioned certificate of registration, issued in the name of Mukumba Mining Syndicate, has been lost or mislaid and that application will be made to the Provincial Mining Director, Mashonaland West Province, Kadoma, at the expiration of 30 days from the date of publication of the notice, for the issue of a duplicate thereof.

Registration number

Name of block

15624

Mukumba Mining Syndicate

Dated at Kadoma this 28th day of February, 2022.—Mukumba Mining Syndicate, applicant.

461623f

LOST CERTIFICATES OF REGISTRATION

NOTICE is hereby given that the under-mentioned certificates of registration, issued in the name of Pan African Mining (Private) Limited, have been lost or mislaid and that application will be made to the Provincial Mining Director, Mashonaland West Province, Chinhoyi, at the expiration of 30 days from the date of publication of the notice, for the issue of duplicates thereof.

<i>Registration number</i>	<i>Name of block</i>
17472	Last Shot 2
17473	Last Shot 28
15471	Last Shot 23
15472	Last Shot 3
15473	Last Shot 5
15474	Last Shot 22
15475	Last Shot 14
15476	Last Shot 27
15477	Last Shot 6
15478	Last Shot 12
15479	Last Shot 24
15480	Last Shot 7
15481	Last Shot 8
15482	Last Shot 8B
15483	Last Shot 9B
15484	Last Shot 9C
15485	Last Shot 21
15907	Last Shot "A"
15908	Last Shot "B"
15909	Last Shot "C"
15910	Last Shot "D"
21323	Last Shot 26
21324	Last Shot 4
11964	Last Shot
Site 357	Compound Site 357

Dated at Chinhoyi this 18th day of February, 2022. —Lawrence Masanhu, applicant. 461376f

LOST CERTIFICATE OF REGISTRATION

NOTICE is hereby given that the under-mentioned certificate of registration, issued in the name of Givemore Tembo, has been lost or mislaid and that application will be made to the Provincial Mining Director, Matabeleland South Province, Gwanda, at the expiration of 30 days from the date of publication of the notice, for the issue of a duplicate thereof.

<i>Registration number</i>	<i>Name of block</i>
47879	Vale

Dated at Gwanda this 28th day of January, 2022. —Givemore Tembo, applicant, Sibomvu Shopping Centre, P.O. Box Sibomvu, Esigodini. 461378f

LOST CERTIFICATE OF REGISTRATION

NOTICE is hereby given that the under-mentioned certificate of registration, issued in the name of Luckson Sithole, has been lost or mislaid and that application will be made to the Provincial Mining Director, Midlands Province, Gweru, at the expiration of 30 days from the date of publication of the notice, for the issue of a duplicate thereof.

<i>Registration number</i>	<i>Name of block</i>
30628	Condor Nnwi

Dated at Gweru this 8th day of March, 2022. —Luckson Sithole, 59–3rd Street, Gweru. 461379f

LOST CERTIFICATE OF REGISTERED TITLE

NOTICE is hereby given that we intend to apply for a certified copy of Certificate of Registered Title 5933/2005, dated 5th July, 2005, which is an undivided 0,0298% share being Share No. 649, situate in the district of Salisbury called Lot J Borrowdale Estate, measuring 724,047 5 hectares.

All persons having any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 9th day of March, 2022. —R Murambasvina Law Chambers, No. 6, Worcester Road, Eastlea, Harare. 461370f

LOST CERTIFICATE OF REGISTERED TITLE

NOTICE is hereby given that we intend to apply for a certified copy of Certificate of Registered Title 5948/2005, dated 5th July, 2005, which is an undivided 0,0298% share being Share No. 666, situate in the district of Salisbury called Lot J Borrowdale Estate, measuring 724,047 5 hectares.

All persons having any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 9th day of March, 2022. —R. Murambasvina Law Chambers, No. 6, Worcester Road, Eastlea, Harare. 461374f

LOST COMPANY DOCUMENTS

NOTICE is hereby given, in terms of Companies and Other Business Entities (Pre-Formation and Post-Formation Formalities) Regulations, 2020, section 9; that an application will be made not less than 14 days from the date of publication of this notice, to the Registrar of Companies for replacement of lost company documents of the under-mentioned company:

Chigango Farms (Private) Limited, Registration Number: 3339/1992

- Certificate of Incorporation
- Memorandum and Articles of Association
- CR 6 (formerly CR 14)
- CR 5 (formerly CR 6)

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Companies, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 18th day of March, 2022. —Kelvin Chigango, c/o Chigango Farms (Private) Limited. 461675f

LOST DEED OF GRANT

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Grant 1598/2007, dated 24th May, 2007, in favour of Moffat Cephas Ndou (born on 4th January, 1956), whereby certain piece of land, measuring three coma one zero eight seven (3,108 7) hectares called Stand 3886 Dulibadzimo Township, situate in the district of Beitbridge, was conveyed.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Bulawayo, within 14 days from the date of publication of this notice. —T.J. Mabhikwa and Partners, applicant's legal practitioners, Office 5, Sharon' Haven Mall, 139, Jason Moyo Street/btwn George Nyandoro Avenue and 15th Avenue, Bulawayo. 461366f

LOST DEED OF TRANSFER

NOTICE is hereby given that application will be made to the Registrar of Deeds, Bulawayo, for a replacement copy of Deed of Transfer 3239/2005, dated 2nd November, 2005, made in favour of Mangara Ncube (born on 16th April, 1928) in respect of The Remainder of Umguza View of Subdivision Q of the Helenvale Block, situate in the district of Bulawayo, measuring 27,495 9 hectares.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Bulawayo, within 14 days from the date of publication of this notice. —Moyo & Nyoni Legal Practitioners, Suite 101, First Floor, Pioneer House, cnr Liberation Legacy Avenue/Queen Lozikeyi Street, Bulawayo. 461365f

LOST DEED OF TRANSFER

NOTICE is hereby given that application will be made to the Registrar of Deeds, Bulawayo, for the replacement copy of Deed of Transfer 2845/2002, dated 17th September, 2002, made in favour of Cynthia Nosizo Masuku, in respect of Stand 12169 Pumula Township of Hyde Park Estate, situate in the district of Bulawayo, measuring 200 square metres.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Bulawayo, within 14 days from the date of publication of this notice. — V Chikomo Law Chambers Legal Practitioners, Suite 4, First Floor, Alledolyed Building between Nikita Mangena Avenue and Daniel Madzimbamuto Avenue/Josiah Tongogara Street, Bulawayo. 461368f

LOST DEED OF TRANSFER

NOTICE is hereby given that application for a certified copy of Deed of Transfer 6758/89, made in favour of Oliver Mandishonha Chidawu, whereby an undivided 5,00% share being Share No. 16 in certain piece of land situate in the district of Salisbury called Lot 1 of Stand 1652 Salisbury Township, measuring 1 316 square metres, was conveyed.

All persons claiming to have any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days of the publication of this notice.

Dated at Harare this 8th day of March, 2022. —Bamu Attorneys, Shop 7, 3, Cecil Avenue, Rhodesville, Harare. 461369f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 2990/95, dated 15th May, 1995, registered over certain piece of land situate in the district of Salisbury called Subdivision A of Stand 446 Salisbury Township, measuring 461 square metres, made in favour of Jean Court (Private) Limited.

All persons claiming to have any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days after the date of publication of this notice.

Dated at Harare on this 7th day of March, 2022. —MawereSibanda, Commercial Lawyers, Tenth Floor, Chiyedza House, cnr First Street Mall/Kwame Nkrumah Avenue, Harare. 461371f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 4234/90, dated 15th June, 1990, passed in favour of Zvenyika Kule Chitepo, in respect of an undivided 4% share being Share No. 15 in certain piece of land situate in the district of Salisbury called Stand 1847 Salisbury Township, measuring 3 569 square metres.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registries Office, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 15th day of March, 2022. —Takawira Law Chambers, 68, Emmerson Dambudzo Mnangagwa Road, DDK Centre, Newlands, Harare. 461520f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 1545/85, dated 25th day of July, 1985, made in favour of Nicodimus Manyame (born on 6th August, 1963), whereby certain piece of land in extent 4 190 square metres being the Remaining Extent of Lot 2A Somerset Estate, situate in the district of Que Que, was conveyed.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Bulawayo, within 14 days from the date of publication of this notice. —Mavhiringidze and Mashanyare, applicant's legal practitioners, Third Floor, CAIPF (ZIMRA) Building, Kwekwe. 461377f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 3595/2002, dated 27th August, 2002, and passed in favour of estate late Alice Charewa, whereby certain piece of land situate in the district of Salisbury being Stand 2239 Mabelreign Township of Valence Dene of Subdivision C of Mabelreign, measuring 948 square metres.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 14th day of February, 2022. —Makuku Law Firm, legal practitioners, Suite 402, Fourth Floor, Silundika House, 22, George Silundika Avenue, Harare. 461476f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 8412/87, dated 20th November, 1987, made in favour of Evenview Investments (Private) Limited (Registration No. 2122/2001), over certain piece of land situate in the district of Salisbury called Stand 187 Strathaven Township of Strathaven A, measuring 4 152 square metres.

All persons claiming to have any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days of publication of this notice.

Dated at Harare this 7th day of March, 2022. —Mapondera & Company Legal Practitioners, Second Floor, Engineering House, 88, Julia Zvobgo Street, Harare. 461477f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 706/2009, dated 25th February, 2009, whereby certain piece of land situate in the district of Salisbury called Stand 577 Mount Pleasant Township 17 of Lot 57 of Mount Pleasant, measuring 4 047 square metres, was conveyed to Kennedy Tsinakwadi (born on 20th July, 1968).

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days of the date of publication of this notice.

Dated at Harare on this 11th day of March, 2022. —Mhishi Nkomo Legal Practice, applicant's legal practitioners, 86, McChlery Avenue, Eastlea, Harare. 461592f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 3216/2004, dated 10th May, 2004, in favour of Evangelyn Lambert (born on 24th March, 1980) (ID 63-1138756 L42), whereby certain piece of land situate in the district of Salisbury called an undivided 0,24% share being Share No. 353 in Stand 18336 Harare Township, measuring 6,505 1 hectares.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days from the 18th March, 2022. —Rubaya-Chinuwo Law Chambers, Second Floor, Club Chambers, corner Nelson Mandela Avenue and Patrice Lumumba Street, Harare. 461478f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 4757/96, dated 28th June, 1996, whereby certain piece of land situate in the district of Salisbury Township Lands, measuring 2 025 square metres, was conveyed to Katija Moosa Ramalhao (born on 1st January, 1934).

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days of the date of publication of this notice.

Dated at Harare on this 25th day of February, 2022. —Maposa & Ndomene Legal Practitioners, Second Floor, Causeway Building, corner Patrice Lumumba Street/Ahmed Ben Bella Avenue, Harare. 461479f

LOST DEED OF TRANSFER

NOTICE is hereby given that an application will be made for the issue of a certified copy of Deed of Transfer 6130/2004, dated 29th July, 2004, made in favour of Onias Nhamuinesu Bepe, whereby certain piece of land situate in the district of Umtali, called Stand 2809 Chikanga Township of Devonshire, measuring 436 square metres, was conveyed.

All persons claiming to have any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days of the publication of this notice.

Dated at Harare this 8th day of March, 2022. — Majena Chigumba Danha Attorneys, applicant's legal practitioners, 1, Meredith Drive, Eastlea, Harare. 444848f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 6989/89, dated 14th July, 1989, whereby certain piece of land situate in the district of Salisbury called Stand 579 Bluffhill Township 11 of Lot 1 of Lot 8A Bluffhill, measuring 1 068 square metres, made in favour of Nгатibатанеуі (Private) Limited, was conveyed.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 28th day of February, 2022. — Gutsa & Chimhoga Attorneys, 48, Northampton Crescent, Eastlea, Harare. 444849f

LOST DEED OF TRANSFER

NOTICE is hereby given that I intend to apply for a certified copy of Deed of Transfer 0006354/2007, dated 15th October, 2007, in favour of Philemon Musarurwa Mufanebadza, whereby certain 2,249 7 hectares of land called Stand 184 of Prospect, was conveyed.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 8th day of March, 2022. — c/o W. Vhudzijena, Property & Commercial Lawyers, 51, Oliver Tambo Avenue, Harare. 461492f

LOST DEED OF TRANSFER

NOTICE is hereby given that application will be made for a replacement copy of Deed of Transfer 2827/66, dated 28th November, 1966, made in favour of Charles John Kennedy Revolva (born on 21st April, 1937), whereby certain piece of land situate in the district of Salisbury called Lot 7 of Stand 2602 Mabelreign Township 11 of Subdivision A of Subdivision C of Mabelreign, measuring 12 660 English square feet, was conveyed.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days of the date of publication of this notice. — Tim Tanser Consultancy, 16, Fleetwood Road, Alexandra Park, Harare. 461494f

LOST DEED OF TRANSFER

NOTICE is hereby given that application will be made for a certified copy, in lieu of the original, of Deed of Transfer 4867/79, dated 16th October, 1979, made in favour of William Carol Auchterlonie (born on 4th January, 1934), whereby certain piece of land situate in the district of Salisbury being Stand 2584A of Stand 2584 Salisbury Township of Salisbury Township Lands, measuring 2 323 square metres, was conveyed.

All persons claiming to have any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days of the publication of this notice. — Tim Tanser Consultancy, applicant's legal practitioners, 16, Fleetwood Road, Alexandra Park, Harare. 461495f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 1606/81, dated 17th March, 1981, whereby certain piece of land situate in the district of Salisbury being Stand 2108 Mabelreign Township, measuring 981 square metres, was conveyed to Esther Chitando Kangai (born on 24th October, 1940).

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby

required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 1st day of March, 2022. — Sinyoro and Partners, legal practitioners, No. 3, Ashton Road, Alexandra Park, Harare. 461382f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 2878/83, dated 30th May, 1983, registered at the Deeds Office, at Harare, in respect of certain piece of land situate in the district of Salisbury called Stand 13260 Salisbury Township of Stand 6679 Salisbury Township, measuring 1 822 square metres, registered in the name of Petros Gurumani Kwenda.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare on this 9th day of March, 2022. — Chimukamafunga Commercial Attorneys, Ninth Floor, ZB Life Towers, corner Sam Nujoma Street/Jason Moyo Avenue, Harare. 461385f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 5599/2010, dated 30th November, 2010, made in favour of Tendai Mutwira, whereby certain piece of land situate in the district of Salisbury called Stand 1189 Mabelreign Township, measuring 981 square metres, was conveyed.

All persons claiming to have any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 7th day of March, 2022. — V. Nyemba & Associates Legal Practitioners, Sixth Floor, Beverley Court, 100, Nelson Mandela Avenue, Harare. 461392f

LOST DEED OF TRANSFER

NOTICE is hereby given that application will be made for a certified copy of Deed of Transfer 3336/2006, dated 17th May, 2006, made in favour of Regis Chamunogwa Makaya and Getrude Makaya, whereby certain piece of land situate in the district of Salisbury called Stand 537 Good Hope Township of Lot 6 of Good Hope, measuring 2 399 square metres, was conveyed.

All persons claiming to have any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 14th day of March, 2022. — Farai Munyamani, c/o T. Pfigu Legal Practitioners, No. 1, Bates Street, Milton Park, Harare. 461668f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 1935/2020, dated 6th March, 2020, made in favour of Julius Mapingure, whereby certain piece of land situate in the district of Salisbury called Lot 1 of Lot 19 Lewisam of Lot E of Colne Valley of Reitfontein, measuring 4 047 square metres, was conveyed.

All persons claiming to have any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 14th day of March, 2022. — Decent Bhasopo, c/o T. Pfigu Legal Practitioners, No. 1, Bates Street, Milton Park, Harare. 461663f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a replacement copy of Deed of Transfer 5184/2002, dated 31st May, 2002, held by Sandra Sibongile Mhlanga (born on 15th May, 1969), in respect of certain piece of land situate in the district of Umtali being Subdivision D of Kellys Park, measuring 60,567 0 hectares, which deed has been lost.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days from the date of publication of this notice. — Henning Lock, legal practitioners for the applicant, Winston House, Mutare. 461664f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 14283/2001, dated 31st December, 2001, passed in favour of Richmond Chiundiza (born on 1st November, 1941) and Grace Chiundiza (born on 16th November, 1951), whereby certain piece of land situate in the district of Salisbury called Stand 6362 Tynwald Township of Lot 11 of Tynwald, measuring 400 square metres.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days from the date of publication of this notice. — Gill, Godlonton & Gerrans, applicant's legal practitioners, Harare. 461665f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 11677/99, dated 22nd November, 1999, passed in favour of Release Power Investments (Private) Limited, whereby certain piece of land situate in the district of Salisbury called Stand 364 Vainona Township of Vainona, measuring 5 315 square metres, was conveyed.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare on this 19th day of July, 2021. — Mabundu & Ndlovu, Third Floor, Causeway Building, Harare. 461718f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a replacement copy of Deed of Transfer 6745/73, dated 5th December, 1973, held by Jennifer Douglas Carrick (born on 31st July, 1943) over certain piece of land situate in the district of Inyanga called Lot 3 of Pamushana of Pungwe Falls, measuring 7,388 6 hectares, which has been lost.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days from the date of publication of this notice. — Coghan, Welsh & Guest (incorporating Stumbles & Rowe), Cecil House, 2, Ahmed Ben Bella Avenue, Harare. 461616f

LOST CERTIFICATES OF REGISTRATION

NOTICE is hereby given that the under-mentioned certificates of registration, issued in the name of Sensh Enterprises (Private) Limited, have been lost or mislaid and that application will be made to the Provincial Mining Director, Mashonaland West Province, Kadoma, at the expiration of 30 days from the date of publication of this notice, for the issue of duplicates thereof.

<i>Registration number</i>	<i>Name of block</i>
1977	10
1978	5

Dated at Kwekwe this 2nd day of March, 2022. — Gostaff Gomo, applicant, 6352, Link Drive, Golden Acres, Kwekwe. 461362f

LOST MORTGAGE BONDS

NOTICE is hereby given that we intend to apply for a certified copies of Mortgage Bonds, 2154/2009, 6712/2010, 1898/2009 and 744/2009, passed in favour of CBZ Bank Limited in respect of certain piece of land called Stand 2665 Marlborough Township of Stand 2576 Marlborough Township.

All persons claiming to have any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days from the date of publication of

this notice. — Takawira Law Chambers, 68, Emmerson Dambudzo Mngwagwa Road, Newlands, Harare. 461658f

LOST MORTGAGE BONDS

NOTICE is hereby given that we intend to apply for a certified copies of Mortgage Bonds 8084/88 and 2305/87, passed in favour of Beverley Building Society in respect of certain piece of land situate in the district of Salisbury called Stand 265 Ardbennie Township 2 of Subdivision A of Ardbennies.

All persons claiming to have any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days from the date of publication of this notice. — Takawira Law Chambers, 68, Emmerson Dambudzo Mngwagwa Road, Newlands, Harare. 461657f

LOST DEED OF TRUST

NOTICE is hereby given that application will be made for a certified copy of notarial Deed of Trust MA 0000214/2009, for Vitalis Musungwa Gava, notarial registered on 3rd March, 2009, by the Registrar of Deeds, at Harare, before a notary public, Shingai Israel Mutumbwa.

All persons claiming to have any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 11th day of March, 2022. — Dube-Banda Nzarayapenga & Partners, 19, Windsor Close, Mt Pleasant, Harare. 461656f

LOST NOTARIAL DEED OF TRUST

NOTICE is hereby given that we intend to apply for a certified copy of Notarial Deed of Trust M.A.2058/2019, dated 24th September, 2019, in the name of M & E Trust.

All persons claiming to have any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days of publication of this notice.

Dated at Harare this 8th day of March, 2022. — Mawere Sibanda, Commercial Lawyers, Tenth Floor, Chiyedza House, cnr First Street Mall/Kwame Nkrumah Avenue, Harare. 461372f

LOST DEED OF TRANSFER AND SURETY MORTGAGE BOND

NOTICE is hereby given that application will be made for the replacement copy of Deed of Transfer 2955/2007, dated 14th December, 2007, and Surety Mortgage Bond 989/2012, dated 12th November, 2012, made in favour of Maxwell Nhamu Zhuwarara (born on 1st January, 1967) and Barbara Neck Zhuwarara (born on 1st June, 1966), whereby certain piece of land situate in the district of Bulawayo called Stand 15011 Bulawayo Township of Stand 14985 Bulawayo Township, measuring 3 609 square metres.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such certified copy, are hereby required to lodge the objection with the Registrar of Deeds, at Bulawayo, within 14 days of the date of publication of this notice. — Wintertons, legal practitioners, Harare. 461384f

LOST MORTGAGE BOND

NOTICE is hereby given that we intend to apply for a certified copy of Mortgage Bond 6308/90, dated 15th June, 1990, passed in favour of Beverley Building Society, in respect of an undivided 4% share being Share No. 15 in certain piece of land situate in the district of Salisbury called Stand 1847 Salisbury Township, measuring 3 569 square metres, held under Deed of Transfer 4234/90, dated 15th June, 1990.

All persons claiming to have any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 10th day of March, 2022. — Takawira Law Chambers, 68, Emmerson Dambudzo Mngwagwa Road, Newlands, Harare. 461507f

CANCELLATION OF MORTGAGE BOND

NOTICE is hereby given that we intend to apply for the cancellation of Mortgage Bond 1582/81, dated 17th March, 1981, for the sum of \$15 840,00, passed by Esther Chitando Kangai (born on 24th October, 1940) in favour of Beverley Building Society, hypothecating certain piece of land situate in the district of Salisbury being Stand 2108 Mabelreign Township, measuring 981 square metres held under Deed of Transfer 1606/81, dated the 17th of March, 1981.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 1st day of March, 2022. — Sinyoro and Partners, legal practitioners, No. 3, Ashton Road, Alexandra Park, Harare. 461383f

CANCELLATION OF MORTGAGE BOND

NOTICE is hereby given that we intend to apply for cancellation of Mortgage Bond 9064/97, dated 13th May, 1987, in the sum of ZWL\$471 500,00, passed by Tendayi Tabvuma (born on 11th May, 1969) and Memory Marian Tsitsi Tabvuma (born on 7th March, 1970), whereby certain piece of land situate in the district of Bulawayo being The Remaining Extent of Stand 9098 Bulawayo Township of Bulawayo Township Lands, measuring 2 205 square metres, held under Deed of Transfer 1569/97, dated 13th May, 1997, was mortgaged in favour of Beverley Building Society hereinafter as the successor in title of CBZ Bank Limited.

All persons claiming to have any objections to, or wishing to make any representations in connexion with, the issue and replacement of such bond, are hereby required to lodge same, in writing, with the Deeds Registry, at Bulawayo, within 14 days from the date of publication of this notice. — Dube-Tachiona and Tsvangirai Legal Practitioners, First Floor, Mimosa House, Simon Muzenda Avenue, between Benjamin Burombo Street/JMN Nkomo Street, Bulawayo. 461364f

CANCELLATION OF MORTGAGE BOND

NOTICE is hereby given that application will be made for the cancellation of Mortgage Bond 2838/66, dated the 28th November, 1966, for the sum of ZWL\$4 687,10 (four thousand six hundred and eighty-seven Zimbabwean dollars and ten cents) (herein called "the sum"), passed by Charles John Kennedy Revolta (born on 21st April, 1937) in favour of Beverley Building Society over certain piece of land situate in the district of Salisbury called Lot 7 of Stand 2602 Mabelreign Township 11 of Subdivision A of Subdivision C of Mabelreign, measuring 12 660 English square feet.

All persons having any objections to, or wishing to make any representations in connexion with, such replacement and cancellation of the said mortgage bond, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days of the date of publication of this notice. — Tim Tanser Consultancy, 16, Fleetwood Road, Alexandra Park, Harare. 461493f

Case H.C.965/22

IN THE HIGH COURT OF ZIMBABWE

Held at Harare.

In the matter between Melina Matshiya, N.O., plaintiff, and Aletta Fredika Bledig, 1st defendant, and Sheriff of the High Court, 2nd defendant, and Registrar of Deeds, N.O., 3rd defendant.

SUMMONS

Notice of Institution of Proceedings in the High Court of Zimbabwe

TO: The defendant named above.

TAKE notice that:

1. The plaintiff herein has instituted proceedings against you in the High Court for an Order compelling the transfer of an immovable property known as Stand No. 638 Mount Pleasant Township Lot 19 of Lot 3 of Lot 36 Mount Pleasant held under Deed No. 2118/86 within ten days of the granting of an order to that effect by the High Court pursuant to an agreement of

sale entered into between the first defendant and Gloria Jean Fragiaco in or about 1989. In lieu of your doing so, the High Court will order the Sheriff or his Lawful Deputy to sign all the necessary papers in your place and stead. Registrar of Deeds to effect transfer to the said Gloria Jean Fragiaco in terms of section 8 of the Deeds Registry Act [Chapter 20:05].

2. If you wish to oppose the plaintiff's claim you must enter an appearance to defend by making an appropriate entry in the appearance book kept at the office of the Registrar of the High Court of Zimbabwe at Harare within 10 days after publication of this summons and notify the plaintiff or his/her legal practitioner, in writing, at the address given below, of your entry of appearance to defend. You must give the plaintiff or the legal practitioner, an address for service within five (5) kilometres of the court specified above, together with a postal address.
3. If you do not enter appearance to defend, the plaintiff's claim will be heard and dealt with by the High Court without further notice to you.

The plaintiff's address for service is:

Wilmot and Bennett,
2, Ross Avenue,
Belgravia,
Harare.

REGISTRAR,
High Court of Zimbabwe,
461363f

Case CC.9102/22

IN THE CHILDREN'S COURT

FOR THE PROVINCE OF MASHONALAND

Held at Harare.

In the matter of Dennis Ngonidzashe Mnensa in his application for guardianship of Blessed Mnensa (born on 24th March, 2002) in terms of section 9(3) of the Guardianship of Minors Act [Chapter 5:08].

TAKE notice that an application for guardianship will be made to this honourable court on the 4th day of April, 2022, at 8.00 a.m. or soon thereafter as the matter may be heard.

Further take notice that the founding affidavit and other documents will be used in support hereof.

Dated at Harare this 1st day of March, 2022. — Julajulah Law Chambers, Construction House, 108–110, Leopold Takawira Street, Harare. 461483f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bar Liquor Licence, in respect of premises situate at B-Mine Business Centre, Mberengwa, trading as Kinglion Cocktail Bar, for Mossy Sibanda.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Mossy Sibanda, applicant, Chomukonde Primary School, Private Bag 35, Mberengwa. 461357f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Special Bottle Liquor Licence, in respect of premises situate at Stand 10, Nkankezi, Filabusi, trading as Zuka Bottle Store Special, for Party Mhlanga.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Party Mhlanga, applicant, 18, Falls Road, Richmond, Bulawayo. 461358f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor

Licensing Board, Harare, for the issue of a Bottle (Special) Liquor Licence, in respect of premises situate at Stand 19, Irisvale, Esigodini, trading as Zuka Bottle Store Special, for Party Mhlanga.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Party Mhlanga, applicant, 18, Falls Road, Richmond, Bulawayo. 461359f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence, in respect of premises situate at Stand 3233, Bukuta Shops, Nyamhunga, Kariba, trading as N and J Bottle Store, for Norman Dimingo.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Norman Dimingo, applicant, No. 2, Mopani Avenue Heights, Kariba. 461360f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Special Bottle Liquor Licence, in respect of premises situate at Chikukwa Business Centre, Mutoko, trading as Ngonera Bottle Store, for Robson Ngonera.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Robson Ngonera, applicant, Chikukwa Business Centre, P.O. Box 29, Mutoko. 461361f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence, in respect of premises situate at Bambazonke Rural Service Centre, Mutare District, trading as Hungwe Bottle Store, for David Ndagurwa.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — David Ndagurwa, applicant, 6595, Westlea, Harare. 444850f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence, in respect of premises situate at Stand 1491, Zhombe District Service Centre, Kwekwe, trading as T.B.S Bottle Store, for Tobias Moyo.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Tobias Moyo, applicant, Stand 1491, Zhombe District Service Centre, Kwekwe. 461501f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence, in respect of premises situate at Stand 490, Dema Growth Point, Seke, trading as Mhukahuru Bottle Store, for Marvellous Bushe.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Marvellous Bushe, applicant, Stand 490, Dema Growth Point, Seke. 461659f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Night Club Liquor Licence, in respect of premises situate at Stand 1583, Chiwaridzo Shopping Centre, Bindura, trading as Chicken Den, for Emmanuel L. S. Maya.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Emmanuel L. S. Maya, applicant, Stand 1583, Chiwaridzo Shopping Centre, Bindura. 461386f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bar Liquor Licence, in respect of premises situate at Stand 4073, Mastones, Highfield, Harare, trading as Time and Place Sports Bar, for Hedges Kaende.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Hedges Kaende, applicant, Stand 4073, Mastones, Highfield, Harare. 461387f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bar Liquor Licence, in respect of premises situate at Reinham Business Centre, Zvimba, trading as Silver Shine, for Sophia Kamhiriri.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Sophia Kamhiriri, applicant, 12240, Budiriro 4 Extension, Harare. 461388f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Special Bottle Liquor Licence, in respect of premises situate at Mahohwa Business Centre, Murewa, trading as Siyakurima Bottle Store, for Shiela Siyakurima.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Shiela Siyakurima, applicant, Mahohwa Business Centre, Murewa. 461394f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bar Liquor Licence, in respect of premises situate at 26143, Kaguvi, Chegutu, trading as Oasis Sports Bar, for Family Muvirimi.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Family Muvirimi, applicant, 585, Goodhope, Westgate, Harare. 461395f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bar Liquor Licence in

respect of premises situate at Rufaro Business Centre, Nyanyadzi, Chimanimani, trading as Lamborghini Cocktail Bar, for Lawrence Mlambo.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Lawrence Mlambo, applicant, Rufaro Business Centre, Nyanyadzi, Chimanimani. 461626f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bar Liquor Licence in respect of premises situate at Mashukashuka Business Centre, Chief Marange, trading as Legend Bar, for Norman Gwanzanyini.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Norman Gwanzanyini, applicant, 10060, Greenside, Mutare. 461627f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at Stand 119, Chinyudze Growth Point, Inyati, trading as Musiyamwa Bottle Store, for Enita Mashava.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Enita Mashava, applicant, Chinyudze Primary School, P.O. Box 133, Headlands. 461628f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at Stonedale, Odzi, trading as Zvido Zvevanhu Bottle Store, for Winnet Chirara.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Winnet Chirara, applicant, Lorn Primary School, 300, Odzi. 461629f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Wholesale Liquor Licence in respect of premises situate at Stand 18408, Woodlands Road, Mukuvisi, Msasa, Harare, trading as Cofields Enterprises (Private) Limited, for Cofields Enterprises (Private) Limited.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Cofields Enterprises (Private) Limited, 18408, Woodlands Road, Mukuvisi, Msasa, Harare. 461630f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at Gudyanga Business Centre, Chimanimani, trading as Bokorangu Bottle Store, for Misheck Sithole.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing

Board, Harare, not later than the 25th March, 2022. — Misheck Sithole, applicant, Gudyanga Business Centre, Chimanimani. 461631f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at Gudo Business Centre, Zvishavane, trading as Puzza Dollar Bottle Store, for Clarence Mtabusi.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Clarence Mtabusi, applicant, 1755, Eastlea, Zvishavane. 461506f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bar Liquor Licence in respect of premises situate at 2938, Batonga, Nyamhunga Township, Kariba, trading as Bountiful Sports Bar, for Kenneth Musanzika.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Kenneth Musanzika, applicant, 2046, Batonga, Kariba. 461508f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bar Liquor Licence in respect of premises situate at Stand 4957, corner Musgrave and Linksways Roads, Redcliff, trading as The Pavillion Bar, Redds, for Virginia Dube.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Virginia Dube, applicant, 8, Rennin Road, Redcliff. 461509f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at Tsoka Business Centre, Makoni, trading as Medzayi Bottle Store, for Susan Gwishiri.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Susan Gwishiri, applicant, Tsoka Business Centre, Makoni. 461625f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at 8638, Worth Road, Light Industry, Chiredzi, trading as Lowveld Liquor Lovers, for Tafara Maponde.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Tafara Maponde, applicant, 5985, New Makondo Extension, Tshovani, Chiredzi. 461624f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor

Licensing Board, Harare, for the issue of a Restaurant (Special) Liquor Licence in respect of premises situate at Stand 599, Twinlake Park, Norton, trading as Crystal Palace, for Virginia Tambudzai Maida.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Virginia Tambudzai Maida, applicant, 599, Twinlakes Park, Norton.

461660f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at Murwira Business Centre, Bikita, trading as Attorneys Bottle Store, for Elizabeth Makaya.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Elizabeth Makaya, applicant, Muvuti Primary School, P.O. Box 170, Nyika.

461671f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at 3294, Lot 2, Makwasha, Zvishavane, trading as B & H Investments, for Happiness Musindo.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Happiness Musindo, applicant, 958, Eastlea Extension, Zvishavane.

461672f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bar Liquor Licence in respect of premises situate at Zvomukonde Business Centre, Buchwa, Mberengwa, trading as Gaps Enterprises, for Gift T. Gapare.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Gift T. Gapare, applicant, Chemimwe High School, P.O. Box 628, Zvishavane.

461669f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at Nyarunwe Business Centre, Bikita, trading as Mupenyu Bottle Store, for Chipo Runochinya.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Chipo Runochinya, applicant, Nyahunda Primary School, Private Bag 558, Bikita.

461670f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bar Liquor Licence in respect of premises situate at 104-10, Mainge Street, Rimuka, Kadoma, trading as Chakasara Bar, for Emmanuel Zengeya.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Emmanuel Zengeya, applicant, 1320, Waverly, Kadoma.

461661f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at Shop No. 7, Southerton, Harare, trading as Kwamai Kuda Bottle Store, for Happymore Tarwireyi.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Happymore Tarwireyi, applicant, 35, Talbot Road, Southerton, Harare.

461614f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Night Club Liquor Licence in respect of premises situate at 2073, Chiwaridzo Phase 2 Shopping Centre, Bindura, trading as Davechem Night Club, for David Rubengo.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — David Rubengo, applicant, 3194, Aerodrome, Bindura.

461617f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bar Liquor Licence in respect of premises situate at 2073, Chiwaridzo Phase 2 Shopping Centre, Bindura, trading as Davechem Bar, for David Rubengo.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — David Rubengo, applicant, 3194, Aerodrome, Bindura.

461618f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Night Club Liquor Licence in respect of premises situate at 2073, Chiwaridzo Phase 2 Shopping Centre, Bindura, trading as E. Batsirai Night Club, for Elisha Batsirai.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Elisha Batsirai, applicant, 3119, Aerodrome, Bindura.

461619f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bar Liquor Licence in respect of premises situate at 2073, Chiwaridzo Phase 2 Shopping Centre, Bindura, trading as E. Batsirai Bar, for Elisha Batsirai.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Elisha Batsirai, applicant, 3119, Aerodrome, Bindura.

461620f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bar Liquor Licence in respect of premises situate at Stand No. 1, Murembe Business Centre, Bindura, trading as Chitayi Bar, for Fungai Chitayi.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Fungai Chitayi, applicant, 5068, Chiwaridzo 2, Bindura. 461621f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Wholesale Liquor Licence in respect of premises situate at 114, Borgward Road, Msasa, Harare, trading as Lunar Distributors, for Colporteurs (Private) Limited.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Colporteurs (Private) Limited, applicant, 114, Borgward Road, Msasa, Harare. 461719f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bar Liquor Licence in respect of premises situate at Shop 7G₂H₂, Robert Mugabe, Harare, trading as J.M. Codaz for Jane Matanhire.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Jane Matanhire, applicant, 8958, Phase 2, Eastview, Harare. 461831f

LIQUOR ACT [CHAPTER 14:12]

Application for the Removal of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 56 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the removal of the Bottle Liquor Licence held by Everjoy Mashamba, trading as Eve's Liquor Store, from the premises situate at Shop 9, J. Way Mall, Julius Nyerere Way, Harare, to Shop No. Ranche Project, Stand No. 7F₂, Robert Mugabe Way, Harare.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 25th March, 2022. — Everjoy Mashamba, applicant, 8958, Eastview Park Phase 2, Harare. 461830f



PUBLIC NOTICE

Section 13 Microfinance Act [Chapter 24:30]

Registration and Authorisation to Conduct Deposit-taking Microfinance Business

NDORO MICROFINANCE BANK LIMITED

It is hereby notified that Ndoro Microfinance Bank Limited, which was licensed in 2021 as a deposit-taking microfinance institution, has been authorized to conduct deposit-taking microfinance business in terms of the Microfinance Act [Chapter 24:30], following a successful pre-opening inspection of the institution's readiness to commence deposit-taking microfinance business.

Authorisation to commence the conduct of deposit-taking microfinance business is hereby granted with effect from the date of this Public Notice.

Registrar of Microfinance Institutions.

11th March, 2022.

461674f

HEALTH PROFESSIONS AUTHORITY OF ZIMBABWE

(A) The Health Professions Authority (HPA) of Zimbabwe is a health professions regulatory body which was established following the repealing of the Medical, Dental and Allied Professions Act [Chapter 27:08] and the disbandment of the Health Professions Council (HPC) on 30th June, 2001. The Health Professions Authority plays three major important roles of acting as the umbrella body for the eight health profession councils, acting as an appealing body for any dispute between health practitioners and their councils, and protection of public interest.

(B) **Departments under Health Professions Authority (HPA) of Zimbabwe**

Finance
Public Relations
Administration
Inspectorate

(C) **Finance**—The Health Professions Authority Finance department is made up of two units, the Accounts Receivables unit, and Accounts Payables unit. The Finance department is headed by the Finance Manager who reports to the Secretary General.

Public Relations—The Public Relations department is headed by the Public Relations Manager who reports to the Secretary General. This department is the first port of call for the Authority's visitors. This is the organization's information hub where print and electronic publications, advertising, website, and database management are dealt with.

Administration—The Administration Department is made up of Human Resources, Procurement and Administration. The department is headed by the Administration Manager who reports to the Secretary General.

Inspectorate—The inspectorate department is the heart of the HPA in that this is where all the registration, inspections, renewal of all health institutions in the country takes place. The department has a detailed database of all health institutions in the country-private and public. The Health Professions Act states that all health institutions should be registered. Section 99 of the Act states that no registrable person shall operate or carry on a health institution; and no practitioner shall practice his profession or calling in or from any health institution unless he/she knows or has reason to believe that the health institution is registered in the register of health institution. Contravening this subsection is an offence and will attract a fine and or imprisonment of up to a period of two years.

(D) **Title of Information Officer:**

Secretary General,
7, Ross Road,
Belgravia.

(E) **HEALTH PROFESSIONS AUTHORITY**

7, Ross Road,
Belgravia,
Harare.

(F) **HPA Business Hours**

Business Hours
Monday - Friday
08:00 am – 16:30 pm

(G) **The Authority holds records on all registered Health Institutions and inspection records.** 461613f

COMPANIES AND OTHER BUSINESS ENTITIES ACT
[CHAPTER 24:31]

Registration of a Company without the Word "Limited"

NOTICE is hereby given that an application has been made to the Minister of Justice, Legal and Parliamentary Affairs, in terms of section 82 of the Companies and Other Business Entities Act [Chapter 24:31], for the registration of Chartered Institute of Event Managers in Zimbabwe as a limited liability company without the addition of the word "Limited"

The principal objects of the company shall be creation of a professional body fostering upright and proper conduct of event managers, provide training and guide members.

The objects may be examined in detail at the office of the Registrar of Companies, 38, Nelson Mandela Avenue, Harare, or at Clear Horizons, Agriculture Exhibition Park, Samora Machel Avenue Extension, Belvedere, Harare.

Any person wishing to object should do so, in writing, to the Chief Registrar of Companies, P.O. Box CY 177, Causeway, by not later than 1st April, 2022. 461496f

REGIONAL, TOWN AND COUNTRY PLANNING ACT,
[CHAPTER 29:12]

Notice of Application for Change of Use in terms of Part IV
of the Act

NOTICE is hereby given, in terms of section 26(3) of the Act, that an application, on the Remainder of Lot 3 of Blue Water has been lodged with the undersigned.

It is proposed to establish a brick moulding factory and ancillary uses. The property is located within an area zoned for commercial farming in terms of the operative Goromonzi Rural Master Plan. To the extent that the proposed development contravenes provisions of the operative Master Plan for the area and, is likely to have a significant impact on the present character of the land, the application has to be advertised and the owners of adjacent properties notified in writing before being considered by the Local Authority.

The application and plans may be inspected at the address given below during normal working hours. Any person wishing to lodge objections or representations relating to the application must do so with the undersigned, within one month of the date of the first insertion of this notice.

The Chief Executive Officer,
Goromonzi Rural District Council, Lot A of Oakes (Behind Ruwa Post Office),
P.O. Box 95,
Ruwa. 461375f1

PRIVATE VOLUNTARY ORGANISATIONS ACT
[CHAPTER 17:05]

Notice of Application for Registration of a Private Voluntary
Organisation

NOTICE is hereby given, in terms of subsection (2) of section 9 of the Private Voluntary Organisations Act [Chapter 17:05], that an application for registration has been made in respect of Chemonics Zimbabwe, Block 2, Ground Floor, Arundel Office Park, Mt Pleasant, Harare.

Aims and objects of private voluntary organisation: Global Health Supply Chain—Procurement and Supply Management (GHSC-PSM) project works to ensure uninterrupted supplies of health commodities in support of USG-funded public health initiatives around the world. In Zimbabwe, the project provides direct procurement and supply chain management support to the President's Emergency Plan for AIDS Relief (PEPFAR) and the President's Malaria Initiative (PMI). GHSC-PSM supports Zimbabwe health programs through supply chain technical assistance and the supply of a wide range of health commodities, including condoms, essential drugs and select commodities for HIV/AIDS and malaria.

The area or areas in which the private voluntary organisation proposes to render its services:

Main project office: Harare
Branch office: Bulawayo

Single logistic officers also based in Mutare, Masvingo, Chinhoyi, Gweru.

Any objections to the proposed registration must be lodged with the Registrar of Private Voluntary Organisations, P.O. Box CY 429, Causeway. No later than 21 days from the date of publication of this notice. 444947f25

PRIVATE VOLUNTARY ORGANISATION ACT
[CHAPTER 17:05]

Application for Registration of a Private Voluntary Organisation

NOTICE is hereby given, in terms of section 9(2) of the Private Voluntary Organisations Act [Chapter 17:05], that application for

registration has been made in respect of Highfield Community Development Foundation (HCD) of: Physical address: No. 6295, Western Triangle, Highfield, Harare.

HCD shall operate in Harare Province, and expansion into the other provinces shall be subject to need and availability of resources.

HCD aims at building empowered communities through livelihoods improving programs and a community responsible citizenry that participates in solving community problems, particularly in but not limited to Water, Sanitation and Hygiene (W.A.S.H areas).

The objectives of the private voluntary organisation are:

1. To facilitate and fundraiser for alleviation of the clean water supply crisis that is currently happening in the highfields community through drilling and donating boreholes, and other similar initiatives.
2. To resuscitate, renovate and develop public infrastructure (like drug addicts' resuscitation center-post rehabilitation process) in communities.
3. To provide facilities and to promote improvement of livelihoods of people living with disabilities.

Any objections to the proposed registration must be lodged with the Registrar of Private Voluntary Organisations, P.O. Box CY 429, Causeway, not later than 21 days from the date of publication of this notice— Secretary P. Wilo. 444845f

GOVERNMENT GAZETTE

Conditions of Acceptance of Copy

FAILURE to comply with any of the following conditions will result in the rejection of copy, and no responsibility can be accepted if such rejection should affect any date contained in such copy or any requirement of publication on a specific date.

Persons drafting any kind of notices are strongly advised to follow the guidance offered in—

- (a) the Instructions Relating to the Drafting and Typing of Legislation (Attorney-General's Circular 1 of 1978); and
- (b) the Manual of Style for the Drafting and Preparation of copy published by Printflow (Private) Limited;

which two booklets are intended for complementary use.

In these conditions, other than where a particular kind of copy is specified, "copy" means copy for all matter contained in the *Gazette* itself and for subsidiary legislation issued as supplements to the *Gazette*.

1. (1) Other than by prior arrangements, only original typing is accepted.

(2) Carbon-copies are not normally acceptable, other than in cases where the original typing has to be legally retained, elsewhere, as, for example, in the case of a proclamation.

(3) Computer print-outs are not accepted automatically, as discussion may be necessary with regard to the extra time and costs involved.

2. (1) All copy must be clear and legible, and there must be double or one and a half spacing between the lines.

(2) Any corrections or alterations made by the originator, must be clearly effected in blue or black ink, using editorial marks— not proof-reader's marks:

Provided that any copy containing extensive alterations will be rejected.

3. (1) Copy must appear on one side only of each sheet of paper.

(2) Except as is provided in subsection (2) of section 8, paper must not exceed 210 millimetres in width.

(3) If copy comprises two or more sheets of paper, all sheets must be numbered consecutively, in arabic figures, preferably in the top right-hand corner.

(4) Where any matter is added after the copy has been prepared, and such additional matter results in one or more sheets being inserted between those already numbered, all sheets must be renumbered from there onwards—not, for instance 7, 7b, 8, *et cetera*.

4. Photographic copy or copy produced on a duplicating machine may be accepted if it is abundantly clear.

5. (1) Should any copy—
- exceed 10 pages of double-spaced typing on size A4 paper; or
 - contain tabular or other matter which involves complicated setting; it will be classed as “lengthy” copy, and will be required to be submitted not less than 21 days before the date of closing for the *Gazette* in which it is to be published.
- (2) Lengthy copy may be accepted at less than 21 days’ notice if—
- the work involved is of a straightforward and non-tabular nature; and
 - the total volume of work on hand for the time being permits its acceptance.
6. Notwithstanding anything to the contrary contained in these conditions, any copy—
- which is of national importance, and which is originated as a matter of urgent necessity, may, by prior arrangement, be accepted late for the current week;
 - may, due to shortage of staff or to technical considerations, be delayed until conditions permit its processing.
7. Copy must not be submitted as part of a letter or a requisition. It must appear on a separate sheet of paper, on which there is no instruction or other extraneous matter.
8. (1) In cases where notices have to be published in tabular form, copy must be drafted exactly as it is to appear. If printed forms for any such notices are unavailable, advertisers must prepare their own forms. While it is not necessary to include the preamble, the box-headings must be there, and, where applicable, the number of the form; for example, “Insolvency Regulations—Form 3”.
- (2) In the case of copy for tabular notices, the provision of subsection (2) of section 3 does not apply.
9. Copy for all advertisements, whether sent by post or delivered by hand, must be accompanied by a requisition or a letter which clearly sets out—
- the name and address of the advertiser; and
 - the debtor’s code number, if any; and
 - the required date or dates of publication.
10. If a typographical error occurs in the *Gazette*, it is rectified as soon as possible by a correcting notice without charge to the ministry or department concerned, subject to the following conditions—
- that such error is reported to the editor within three months from the date of publication; and
 - that the relevant copy, upon re-examination, is proved to be abundantly clear; and
 - that the correction of such error is legally necessary.
- (2) If a drafting error is not detected before publication, the originating ministry or department is required to draft its own correcting notice, take it to the Attorney-General for vetting and pay for such notice to be published.
- (3) For the removal of doubt—
- a typographical error is made by a typographer;
 - a typist’s error is classed as a drafting error by reason of the fact that the officer responsible for drafting failed to check the typist’s work.

GOVERNMENT GAZETTE

Authorized Scale of Charges, Times of Closing and Subscription Rate as from 1st April, 2019

Charges for statutory instruments

THE charge for printing statutory instruments is USD0,07 per A5 page and USD0,14 per A4 page multiplied by 2 000 (being the number of copies printed).

Charges for advertisements including general notices

THE area of advertisement multiplied by USD0,80.

Notices which have to appear in tabular form across the full width of the page, such as lost insurance policies, deceased estates, insolvent estates, company liquidations, notices in terms of the Insolvency Act [*Chapter 6:04*], changes of companies’ names: US\$30,00 cash per entry.

Notices of intention to alienate a business or the goodwill of a business or any goods or property forming part of a business, otherwise than in the ordinary course of business shall cost USD120,00 cash for the three consecutive publications.

Except in the case of approved accounts, remittances must accompany all copy of advertisements, failing this, copy will be returned with an assessment of charges.

Times of closing

The *Gazette* closes for the receipt of copy for all notices to be published in the normal columns, and for statutory instruments at 11 a.m. on the Monday preceeding the Friday of publication.

Copy for all notices to be set in tabular form must be received by 11 a.m. on the Friday preceeding the Friday of publication.

Any copy which is received after the respective closing-times will automatically be held over for insertion in the *Gazette* of the following week, in which case no responsibility can be accepted if the purpose of the notice is thereby nullified.

When public holidays occur, the normal closing-times are varied, and such variations are notified in the *Gazette* in advance.

All copy must be addressed to Printflow (Private) Limited, and either posted to P.O. Box CY 341, Causeway, or delivered direct to the company, in George Silundika Avenue (between Sixth Street and Epton Street), Harare. Envelopes should be marked: *Gazette* copy—urgent.

Regular advertisers and subscribers are requested to advise immediately of any change of address.

Subscription rate

The subscription rate for the *Gazette* for half year is RTGS\$720,00, for soft copy and RTGS\$1200,00, for hard copy cash/swipe/EcoCash/transfer payable in advance, to the Chief Executive Officer, Printflow (Private) Limited, and may commence with the first issue of any month.

M. MUTETE,
Publications Officer.

GOVERNMENT GAZETTE

Submission of Copy for Government *Gazette* Statutory Instruments and Notices

IT is hereby notified, for general information, that it is necessary to draw attention to the “Conditions for Acceptance of Copy”, which appears in every issue of the *Gazette*; and particularly the need to submit lengthy copy, in the case of Statutory Instruments, at least 21 days before the date of closing for the *Gazette* in which the notice is to be published.

During the past few months or so there have been many cases where urgent copy for subsidiary legislation, which requires the signature of the President or a minister to give it effect, and which is of national importance, has been sent in for publication in the *Gazette* after closing-time. Whilst I acknowledge that it is the duty of Printflow (Private) Limited to give certain notices special treatment, I am, however, of the view that a *Gazette* Extraordinary has tended to be a must rather than a matter of priority in respect of unwarranted delays of urgent copy.

While every effort will continue to be made to publish Extraordinaries on the required dates, copy must be submitted timeously so that it can be programmed into the printing-work-flow as soon as it is available.

H. MATINGWINA,
Gazette Editor.

Printflow (Private) Limited,
George Silundika Avenue (between Sixth Street
and Epton Street), Harare (P.O. Box CY 341, Causeway).

GOVERNMENT PUBLICATIONS ON SALE

(as available at time of ordering)

THE following publications are obtainable from the following Printflow publication offices: the Printflow Publications Office,

Cecil House, 95, Jason Moyo Avenue, Harare (P.O. Box CY 341, Causeway); or from the Printflow Publications Office, No. 8, Josiah Chinamano/Manchester Roads (P.O. Box 8507), Belmont, Bulawayo; or from the Printflow Publications Office, No. 2, Robert Mugabe Avenue, Mutare (Private Bag Q 7738, Mutare); or from the Printflow Publications Office, Stand No. 71.50B, Bradburn Street, Masvingo (Private Bag 9293, Masvingo); MSU Batanai Complex, Senga (P.O. Box 1392), Gweru.

A Framework for Economic Reform (1991–95)

An Introduction to Law

Commission of Inquiry into Taxation

Customs and Excise Tariff Notice, 2007

Customs Containerisation Rules

Customs Valuation Manual

Flora zambesiaca, volume I, part II

Flora zambesiaca, volume II, part I

Flora zambesiaca, supplement

Government Gazette (subscription rate for 3 months including postal)

Government Gazette (individual copies)

Manual of River and Lakemanship

Model Building By-laws, 1977

National Manpower Survey, 1981: volume I

National Manpower Survey, 1981: volume II

National Manpower Survey, 1981: volume III

Patents and Trade Marks Journal (subscription for 3 months)

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Rhodesia law reports, 1970, part 1 and part 2, per part

Rhodesia law reports, 1971, part 1 and part 2, per part

Rhodesia law reports, 1972, part 2, per part

Rhodesia law reports, 1973, part 2, per part

Rhodesia law reports, 1974, part 1 and part 2, per part

Rhodesian law reports, 1975, part 2, per part

Rhodesian law reports, 1976, part 1 and part 2, per part

Rhodesian law reports, 1977, part 2, per part

Rhodesia subsidiary legislation, 1970 (four parts), per set

Rhodesia subsidiary legislation, 1971 (five parts), per part or, per set

Rhodesia subsidiary legislation, 1972 (seven parts), per part

Rhodesia subsidiary legislation, 1973 (seven parts), per part

Rhodesia subsidiary legislation, 1974 (five parts), per part

Rhodesia subsidiary legislation, 1975 (five parts), per part

Rhodesia subsidiary legislation, 1976 (six parts), per part

Rhodesia subsidiary legislation, 1977 (four parts), per part

Rhodesia subsidiary legislation, 1978 (four parts), per part

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Rhodesia subsidiary legislation, 1981 (four parts), per part

Second Five-Year National Development Plan: 1991–1995

Statutory Instruments, 1980 (five parts), per part

Statutory Instruments, 1981 (four parts), per part

Subsidiary Legislation from 1970 to 1981

Transitional National Development Plan, 1982/83–1984/85: Volume

Transitional National Development Plan, 1982/83–1984/85: Volume

Zimbabwe law reports, from 1965 up to 1984

Zimbabwe law reports, 1983 [Part 1] (soft cover)

Zimbabwe law reports, 1983 [Part 2] (soft cover)

Zimbabwe law reports, 1984 (soft cover)

Zimbabwe Rhodesia subsidiary legislation, 1979 (four parts)

NEW ACTS: REVISED EDITIONS 1996

Individual Acts—

Access to Information and Protection of Privacy Act [Chapter 10:27]

Administration of Estates Act [Chapter 6:01]

Administrative Court Act [Chapter 7:01]

Animal Health Act [Chapter 19:01]

Arbitration Act, 1996 No. 6 of 1996

Audit and Exchequer Act [Chapter 22:03]

Banking Act [Chapter 24:01]

Bills of Exchange Act [Chapter 14:02]

Broadcasting Act [Chapter 12:01]

Broadcasting Services Act [Chapter 2:06]

Building Societies Act [Chapter 24:02]

Capital Gains Tax Act [Chapter 23:01]

Censorship and Entertainments Control Act [Chapter 10:04]

Children's Protection and Adoption Act [Chapter 5:06]

Citizenship of Zimbabwe Act [Chapter 4:01]

Civil Evidence Act [Chapter 8:01]

Civil Matters (Mutual Assistance) Act [Chapter 8:02]

Civil Protection Act [Chapter 10:06]

Commercial Premises Act (Lease Control) [Chapter 14:04]

Commissions of Inquiry Act [Chapter 10:07]

Communal Land Act [Chapter 20:04]

Companies Act [Chapter 24:03]

Competition Act, 1996 (No. 17 of 1996)

Constitution of Zimbabwe

Constitution of Zimbabwe Amendment Act (No. 17 of 2005)

Consumer Contracts Act [Chapter 8:03]

Contractual Penalties Act [Chapter 8:04]

Control of Goods Act [Chapter 14:05]

Co-operative Societies Act [Chapter 24:05]

Copper Control Act [Chapter 14:06]

Copyright and Neighbouring Rights Act [Chapter 26:05]

Criminal Law Amendment Act [Chapter 9:05]

Criminal Law (Codification and Reform) Act [Chapter 9:23]

Criminal Matters Act (Mutual Assistance) [Chapter 9:06]

Farmers Licensing and Levy Act [Chapter 18:10]

Fencing Act [Chapter 20:06]

Fertilizers, Farm Feeds and Remedies Act [Chapter 18:12]

Finance Act [Chapter 23:04]

Firearms Act [Chapter 10:09]

Forest Act [Chapter 19:05]

Food and Food Standards Act [Chapter 15:04]

Gold Trade Act [Chapter 21:03]

Guardianship of Minors Act [Chapter 5:08]

Harmful Liquids Act [Chapter 9:10]

Health Professions Act [Chapter 27:19]

High Court (formerly High Court of Zimbabwe) Act [Chapter 7:06]

Hire-Purchase Act [Chapter 14:09]

Housing and Building Act [Chapter 22:07]

Immigration Act [Chapter 4:02]

Income Tax Act

Industrial Designs Act [Chapter 26:02]

Inland Waters Shipping Act [Chapter 13:06]

Inquests Act [Chapter 7:07]

Insolvency Act [Chapter 6:04]

Insurance Act [Chapter 24:07]

Interpretation Act [Chapter 1:01]

Labour Relations Act [Chapter 28:01]

Labour Relations Amendment Act, 2002 (No. 17 of 2002)

Labour Relations Amendment Act (No. 7 of 2005)

Land Acquisition Act [Chapter 20:10]

Land Survey Act [Chapter 20:12]

Land Surveyors Act [Chapter 27:06]

Legal Practitioners Act [Chapter 27:07]

Liquor Act [Chapter 14:12]

Magistrates Court Act [Chapter 7:10]

Maintenance Act [Chapter 5:09]

Manpower Planning and Development Act [Chapter 28:02]

Marriage Act [Chapter 5:11]

Matrimonial Causes Act [Chapter 5:13]

Mental Health Act, 1996 (No. 15 of 1996)

Mines and Minerals Act [Chapter 21:05]

Missing Persons Act [Chapter 5:14]

Money Lending and Rates of Interest Act [Chapter 14:14]

National Social Security Authority Act [Chapter 17:04]

Official Secrets Act [Chapter 11:09]

Parks and Wildlife Act [Chapter 20:14]

Patents Act [Chapter 26:03]

Pension and Provident Fund Act [Chapter 24:09]

Pneumoconiosis Act [Chapter 15:08]

Police Act [Chapter 11:10]

Precious Stones Trade Act [Chapter 21:06]

Prescribed Rate of Interest Act [Chapter 8:10]

Prescription Act [Chapter 8:11]

Presidential Powers (Temporary Measures) Act [Chapter 10:20]

Prevention of Corruption Act [Chapter 9:16]

Prisons Act [Chapter 7:11]	Stamp Duties Act [Chapter 23:09]
Private Business Corporation Act [Chapter 24:11]	State Liabilities Act [Chapter 8:14]
Private Investigators and Security Guards (Control) Act [Chapter 27:10]	State Service (Disability Benefits) Act [Chapter 16:05]
Private Voluntary Organizations Act [Chapter 17:05]	State Service (Pension) Act [Chapter 16:06]
Privileges, Immunities and Powers of Parliament Act [Chapter 2:08]	Stock Theft Act [Chapter 9:18]
Protected Places and Areas Act [Chapter 11:17]	Stock Trespass Act [Chapter 19:14]
Public Accountants and Auditors Act [Chapter 27:12]	Supreme Court (formerly Supreme Court of Zimbabwe) Act [Chapter 7:13]
Public Health Act [Chapter 15:09]	Tobacco Marketing and Levy Act [Chapter 18:20]
Public Order and Security Act [Chapter 11:17]	Tourism Act [Chapter 14:20]
Public Service Act [Chapter 16:04]	Trade Marks Act [Chapter 26:04]
Procurement Act [Chapter 22:14]	Trade Measures Act [Chapter 14:23]
Radio communication Services Act [Chapter 12:04]	Traditional Beer Act [Chapter 14:24]
Railways Act [Chapter 13:09]	Traditional Leaders Act [Chapter 29:17]
Regional, Town and Country Planning Act [Chapter 29:12]	Traditional Medical Practitioners Act [Chapter 27:14]
Reserve Bank of Zimbabwe Act [Chapter 22:10]	Trapping of Animals (Control) Act [Chapter 20:21]
Revenue Authority Act [Chapter 23:11]	Urban Councils Act
Road Motor Transportation Act [Chapter 13:10]	Vehicle Registration and Licensing Act [Chapter 13:14]
Road Traffic Act [Chapter 13:11]	Veterinary Surgeons Act [Chapter 27:15]
Roads Act [Chapter 13:12]	War Veterans Act [Chapter 11:15]
Rural District Councils Act [Chapter 29:13]	War Victims Compensation Act [Chapter 11:16]
Securities Act [Chapter 24:25]	Water Act [Chapter 20:22]
Serious Offences (Confiscation of Profits) Act [Chapter 9:17]	Wills Act [Chapter 6:06]
Shop Licences Act [Chapter 14:17]	ZINWA Act
Small Claims Courts Act [Chapter 7:12]	Zimbabwe Stock Exchange Act [Chapter 24:18]
Sports and Recreation Commission Act [Chapter 25:15]	

NOTICES TO CREDITORS AND DEBTORS (pursuant to sections 43 and 66 of the Administration of Estates Act [Chapter 6:01])

ALL persons having claims against the under-mentioned estates are required to lodge them in detail with the executor or representative concerned within the stated periods, calculated from the date of publication hereof, and those indebted thereto are required to pay to the executor or representative the amounts due by them within the same period, failing which legal proceedings will be taken for the recovery thereof.

M.H.C. 7

Number of estate	Name and description of estate	Date of death	Within a period of	Name and address of executor or representative
400/2022	William Carol Auctherlonie	1.7.2020	30 days	c/o Tim Tanser Consultancy, 16, Fleetwood Road, Alexandra Park, Harare. 461667f
—	Emmanuel Mujere	10.4.2019	30 days	Herbert Tafa, 794, R.G. Mugabe Way, Zvishavane. 461673f
793/2022	Henry Dube	20.5.2011	30 days	Malven Dube, 1515, Glen Norah "A", Harare. 461393f
1656/2021	Rebecca Meda Mutendereki	12.4.2020	30 days	Theophilus Phaoah Gambe, in his capacity as the executor, Gambe Law Group, Legal Practitioners, P.O. Box 2029, Harare. 461396f
CY.14/2022	Faith Rutendo Mazambani	12.12.2021	30 days	Zimbabwe Inheritance Services, 259, Link Street, Chinhoyi. 461398f
783/2022	Thomas Marecha	9.12.2021	30 days	Majorie Ndapure, Farm No. 634, Wiltshire, Chivhu. 461601f
B.748/2021	Moffat Moyo.	28.12.2007	30 days	Thandiwe Ncube, 1315, Mbundane, Bulawayo. 461499f
B.3625/2021	Jesikia Chingondi	14.12.91	30 days	Verengerai Chingondi, 12159, Nkulumane "11", Bulawayo. 461500f
608/2020	Ntombiyelanga Nyoni	1.6.2020	30 days	Latifa Madeline Mapambe chakanyanya, 5897, Cowdray Park, Bulawayo. 461551f
1282/2021	Theminkosi Masuku	17.7.2021	30 days	Susan Masuku, 20444, Pumula South, Bulawayo. 461552f
B.1183/2021	Lucia Gwemende	16.1.2021	30 days	Davies Gwemende, 8, Dickens Avenue, Barham Green, Bulawayo. 461553f
B.3956/2021	Jesca Mpfu	26.07.2016	30 days	Stuart Alick Msimanga, 72760, Lobengula West, Bulawayo. 461554f
B.3723/2021	Rodgers Nyathi	30.11.2006	30 days	Thulisiwe Mahlangu, 13542, Cowdray Park, Bulawayo. 461555f
696/2020	Lufu Shadreck Ncube	16.1.2019	30 days	Gilbert Ncube, 5, Willows Court, Clement Muchachi Road/Josiah Tongogara Street, Bulawayo. 461556f
B.437/2021	Walter Johnson	18.11.2000	30 days	Marilyn Gertrude Johnson, 17, Gramps Way, Rangemore, Bulawayo. 461557f
3959/2021	Alfina Ncube also known as Dube	9.9.2009	30 days	Irine Moyo, 5612, Cowdray Park, Bulawayo. 461558f
900/2015	Fisher Bunu	29.5.2005	30 days	Sekai Bunu, 683, Emganwini, Bulawayo. 461559f
B.3719/2021	Noziphu Ndlovu	24.3.2004	30 days	Nicole Ndebele, 18, Viljeon Close, Waterford, Bulawayo. 461560f
B.219/2012	Nyembezi Tachiona	6.10.2008	30 days	Fremus Executor Services (Private) Limited, LAPF House, cnr Jason Moyo Liberation Legacy Avenue, Bulawayo. 461561f
864/2018	Elijah Moyo	14.6.2005	30 days	Vincent Vukile Moyo, 71018, Lobengula West, Bulawayo. 461562f
3750/2021	Ellie Dlamini	27.3.2017	30 days	Pretty Muchinguri, 2233, Magwegwe North, Bulawayo. 461563f

M.H.C. 7 (continued)

Number of estate	Name and description of estate	Date of death	Within a period of	Name and address of executor or representative	
B.3787/2021	Sithabile Moyo	16.9.2020	30 days	Polex Moyo, 13, Wesley Avenue, Barham Green, Bulawayo.	461564f
B.3774/2021	Vata Ndhlovu	20.10.2021	30 days	Marshall Ndhlovu, 1418, Old Luveve, Bulawayo.	461565f
262/2022	Shepard Hlabangana	6.2.2020	30 days	Pride Dube, 32230, Entumbane, Bulawayo.	461566f
B.1217/2021	Mcolisi Ndllovu	13.7.2003	30 days	Veronica Sibongile Ndllovu, 4637, Nkulumane "5" Bulawayo.	461567f
B.3638/2021	Luman Tamanewako Sithole	26.3.95	30 days	Manyanga Sithole, Stand 12511, Nkulumane, Bulawayo.	461568f
B.3821/2021	Siga Ngwenya	11.8.2010	30 days	Busani Ngwenya, c/o 1130, Cowdray Park, Bulawayo.	461569f
7/2022	Pikitsha Spicture Dube	16.11.2018	30 days	Thabo Dube, Zamadube Village, Chief Bidi, Kezi.	461570f
4009/2021	Kufakunesu Michael Sithole	19.6.2012	30 days	Faith Dube, "H" 57, Njube, Bulawayo.	461571f
3815/2021	Honest Moyo	26.7.2021	30 days	Thokozile Moyo, 7019, Nketa "9", Bulawayo.	461572f
B.427/2021	Albert Ncube	18.1.2021	30 days	Persist Nombeko Ncube, 22465, Pumula South, Bulawayo.	461573f
4336/2021	Isaac Mutero Nyahunzvi	7.8.2021	30 days	Fungai Isaac Nyahunzvi, 3, Lundi Flats, Mabelreign Harare.	461574f
H281/2017	Rukudzo Mahupete	11.6.2016	30 days	Tambudzai Kazembe, 20985, Mutual Park, Budiriro CABS, Harare.	461575f
777/2022	Saulina Chadya	24.2.2022	30 days	Misheck Chadya, 8471, Southlands Park, Waterfalls, Harare.	461576f
4621/2021	Peter Togaraseyi Majongwe	29.2.2012	30 days	Kelvin Togaraseyi, 8712—111th Crescent, Glen view "8", Harare.	461577f
1863/2021	Brighton Dabengwe	6.2.2016	30 days	Delight Chinowaita, 30, Ballantyre Crescent, Craneborne Park, Harare.	461578f
296/2020	Johannes Moses Musawo	6.6.2014	30 days	Tariro Musuwo, 5493, Knowe, Norton	461579f
CY.224/2021	Knowledge Chiyangwa	11.6.2012	30 days	Roy Muzondasi Chiyangwa, 1512, Mzata Chinhoi.	461580f
13/2022	Dereck Elijah Goredema	31.7.2021	30 days	Beauty S. Goredema, 776, Mzari Avenue, Chinhoi.	461581f
4909/2021	Spiwe Muto	9.11.2002	30 days	Barbra Hlangabeza, Nicoz Diamond House, cnr Samora Machel Avenue / Jomo Kenyata Lane, Harare.	461582f
4995/2021	Rufaro Tinashe Chikwizo	14.11.2021	30 days	Dadirai Loraine Zuva, 16, Fairmille Road, Bluffhill, Harare.	461583f
5126/2021	Alice Gwande	31.3.2021	30 days	Peter Gwande, Taikoo Farm Plot "17", Guruve.	461584f
CZ.42/2022	Jairos Chigombe	7.3.92	30 days	Joyce Chigombe, 19134, Unit "L", Seke, Chitungwiza.	461585f
BB.08/2022	Dzulani Dube	9.11.2009	30 days	Fiona Ndou, 527, Dulivhadzimu, Beitbridge.	461586f
B.30/2022	Ann Lynn Myers also known as Ann Myers	4.10.2014	30 days	Anderson Executor & Trust (Private) Limited, P.O. Box AC 45, Ascot, Bulawayo.	461587f
BY.109/2018	John Tasiyana Muchina	22.12.2017	30 days	Wayna Muchina, 1695, Nketa "8", Nkulumane, Bulawayo.	461588f
MS.49/2012	Samora Desouza	11.1.2022	30 days	Sibonile Desouza, 369/2, Muvuyo Street, Mkoba 2, Gweru.	461589f
653/2012	Oliver Jena	1.9.2009	30 days	Fortunate Jena, 7253—96th Crescent, Glen View "8", Harare.	461466f
652/2022	Betty Jena	7.1.2022	30 days	Fortunate Jena, 7253—96th Crescent, Glen View "8", Harare.	461468f
1449/2019	Danisa Peter Mhlanga	25.5.2019	30 days	Elizabeth Mhlanga, 654, Kuwadzana 1, Harare.	461469f
CY.217	Clemence Mamina	30.9.2021	30 days	Memory Muchuvi, Plot 11, Westrange, Lionsden.	461470f
712/2022	Michael Sibanda	12.7.2022	30 days	Percy X. Sibanda, Herbert Chitepo School, Somerby Farm, Zvimba.	461471f
4083/2021	Elam Nyanzara	3.8.2021	30 days	Martha Nyanzara, 5773, Kuwadzana "7", Harare.	461472f
1195/2021	Alexander Cleeve Munkanta	4.6.2013	30 days	Deborah Munkanta 307, Section "12", Mbizo, Kwekwe.	461473f
3954/2021	Lena Helena Teresa Cohen	24.6.2021	30 days	Raphaelian Costa, c/o Costa and Madzonga, P.O.Box CY1221, Causeway.	461474f
3124/2019	Farai Michael Nyagumbo	22.11.2019	30 days	Familiar Nyagumbo, 2947, Westgate, Harare.	461485f
755/2022	Clever Ziwange	4.1.79	30 days	Foster Mpofu, 374—226th Close, Budiriro.	461486f
82/2022	Chanchal Ratanje	21.6.2018	30 days	Wilmot & Bennett, 44, King George Road, Avondale, Harare.	461487f
3711/2021	Fani Chisenga	19.1.2021	30 days	Godfrey Mutseyekwa, c/o Danziger & Partners, P.O. Box 58, Gweru.	461488f
725/2022	Annamary Zindi	30.8.2011	30 days	Martha Zindi 1446, Beeston Road, The Grange, Harare.	461497f
726/2022	John Zindi	19.4.2000	30 days	Martha Zindi, 1446, Beeston Road, The Grange, Harare.	461498f
KK25/2022	Akimu Piki	26.1.2022	30 days	Alice Piki, 1498/17, Mbizo, Kwekwe.	461502f

M.H.C. 7 (continued)

Number of estate	Name and description of estate	Date of death	Within a period of	Name and address of executor or representative
KK20/2022	Fanyana Qholi Mbano	5.10.2005	30 days	Patiswe Mbano, Sikombingo Primary School, Private Bag 9033, Gweru. 461503f
128/2021	James Chauraya	21.12.2020	30 days	Abgirl Potani, 1308, Hay East, Bindura. 461600f
4327/2021	Bruce Kevin Eeson	23.2.2021	30 days	Harare Board of Executors, Cecil House, 2, Ahmed Ben Bella Avenue, Harare. 461654f
1493/2021	Bernard Mangwendeza	2.5.2008	30 days	Terence Mangwendeza, 7223, Unit "C", Seke, Chitungwiza. 461612f
CY.19/2021	Cephas Teguru Nyandoro	22.6.2020	30 days	Inviolata Nyandoro, 14, Rhodes Crescent, Chegutu. 461653f
183/2021	April Valerie Walters	21.12.2021	30 days	Marel Consultants (Private) Limited, P.O. Box A1267, Avondale, Harare. 461596f
1941/2021	Penelope Olive Campbell	17.4.2021	30 days	Wintertons Legal Practitioners, 11, John Landa Nkomo Avenue, Harare. 461595f
4024/2021	Ferris Masiyazi	9.9.2021	30 days	Wintertons Legal Practitioners, 11, John Landa Nkomo Avenue, Harare. 461594f
4930/2021	Dzidzayi Chinengundu	1.11.2021	30 days	Noreen Spiwe Chinengundu, 8448, Budiriro 5B, Harare. 461598f
803/2022	Japhet Mukwasi	4.1.2022	30 days	Benson Mukwasi, Mukwasi Secondary School, Private Bag 2028, Murambinda. 461651f
4206/2021	Simon Makuya	31.3.2018	30 days	Gift Makuya, 3373, Katanga, Norton. 461652f
799/2022	Chipadza Livings Zimuto	21.12.2021	30 days	Lloyd Chipadza, 72, Yolok Street, Chivhu. 461599f
34/2022	Obert Nyamombe	30.7.2021	30 days	Alice Nyamombe, 23471, Umvovo, Chegutu. 461597f
4098/2021	Nyasha Viriri	22.9.2011	30 days	Paul Vhiriri, 2605, Mainway, Waterfalls, Harare. 461454f
742/2022	Nicholars Muranganwa Mungate	9.12.2013	30 days	Lazarus Mungate, 925, Unit "F", Seke, Chitungwiza. 461455f
1797/2014	Alexander Msamu	12.10.2011	30 days	Mercy Msamu, 1938, Kuwadzana 2, Harare. 461456f
4292/2021	Shame Tarumbiswa	18.7.2021	30 days	Maria Tarumbiswa, 2, Ifield Avenue, Mabelreign, Harare. 461457f
646	Solomon Michael Mangezi	29.6.89	30 days	Euphrasia Mangezi, 2149, Glen Norah "A", Harare. 461458f
730/2022	Fungai Shadreck Tapfumaneyi	1.8.2021	30 days	Cathrine Tapfumaneyi, 499, Crowborough North, Harare. 461459f
4949/2021	Pauline Dzapasi	18.2.2015	30 days	Gloria Makomva, 2, Batholomew Close, Greendale, Harare. 461460f
4564/2021	Daniel Simbarashe Habakkuku Muganiwa	31.7.2021	30 days	Josephine Muganiwa, 40, Divaris Heights, Bluff Hill, Harare. 461461f
CY.230/2021	Vimbai Matope	9.11.2021	30 days	Livingston Mutano, 1312, Hunyani, Chinhoyi. 461462f
84/2022	Buxter Gwaradza Madondo	21.11.2008	30 days	Jerifanos Dinabantu Madondo, 43-6th Crescent, Warren Park 1, Harare. 461463f
4122/2021	Linda Svovera	12.10.2003	30 days	Shepherd Manyange, Plot 4, Rivington Farm, Mhangura. 461464f
361/2022	Agnes Duve	8.12.2021	30 days	Vimbayi Brenda Manikai, c/o Munangati & Associates, 211, Josiah Tongogara Avenue/Ninth Street, Harare. 461465f

NOTICES OF LIQUIDATION AND DISTRIBUTION ACCOUNTS LYING FOR INSPECTION
(pursuant to section 52 of the Administration of Estates Act [Chapter 6:01])

Notice is hereby given that copies of liquidation and distribution accounts in the under-mentioned estates will be open for the inspection of all persons interested therein for a period of 21 days (or longer if stated) from the dates specified, or from the date of publication hereof, whichever may be the later. Accounts will lie for inspection at the offices specified below. Objections to an account should be lodged with the Master, Harare, or the Assistant Master, Bulawayo, as the case may be. Should no objections be lodged to the account during the period of inspection, the executor concerned will proceed to make payments in accordance therewith.

M.H.C. 28

Number of estate	Name and description of estate	Date or period	Description of account	Office of the
848/2020	Gray Abel Basil Choto	21 days	First and Final Liquidation and Distribution Account	Master of the High Court, Harare. 461622f
1689	Augustine Mutizwa	21 days	First and Final Liquidation and Distribution Account	Master of the High Court, Harare. 461397f
3553/2021	Diver Ndlovu	21 days	First and Final Liquidation and Distribution Account	Master of the High Court, Chinhoyi. 461399f
B.319/2020	Mbonya George Ncube	21 days	First and Final Account	Deputy Master High Court, Bulawayo. 461400f
B.1084/2019	Mahendra Anand also known as Mahendra V. Anand	21 days	First and Final Account	Master of the High Court, Bulawayo. 461602f
B.	Margaret Elizabeth Moyo	21 days	First and Final Account	Master High Court, Bulawayo. 461603f
1054/2016	Mantombini Moyo	21 days	First and Final Liquidation and Distribution Account	Master of the High Court, Bulawayo. 461604f

M.H.C. 28 (continued)

Number of estate	Name and description of estate	Date or period	Description of account	Office of the	
B.229/2021	Siazwiti Simon Malambo	21 days	First and Final Account	Master of the High Court, Bulawayo.	461605f
37/13	Zenzo Mkandhla	21 days	First and Final Account	Master of the High Court, Bulawayo.	461606f
BB.12/2022	Robert Siziba	21 days	First and Final Account	Magistrates, Beitbridge.	461607f
GW.03/2022	Moddy Zhuwaki	21 days	First and Final Account	Magistrates, Gweru.	461608f
B.1032/2018	Victoria Nyoni	21 days	First and Final Liquidation and Distribution Account	Magistrates, Beitbridge.	461609f
1735/2015	Lovemore Nyaumwe	21 days	First and Final Account	Master of the High Court, Harare.	461611f
1566/91	Jordan Mwandambira	21 days	First and Final Account	Master of the High Court, Harare.	461196f
2123/2017	Ednah Mupedziswa	21 days	First and Final Liquidation and Distribution Account	Master of the High Court, Harare.	461197f
88/2020	Patrick Tavaziah	21 days	First and Final Account	Master of the High Court, Harare.	461198f
579/2021	May Chirhilele	21 days	First and Final Account	Master of the High Court, Harare.	461199f
872/2020	Bopoto Matyatya	21 days	First and Final Account	Master of the High Court, Harare.	461200f
2332/2019	Mervyn Robert Thompson	21 days	First and Final Administration Liquidation and Distribution Account	Master of the High Court, Harare.	461451f
819/2020	Siambabala Bernard Manyena	21 days	First and Final Account	Master of the High Court, Harare.	461453f
2843/2017	Phinias D. Gavajena	21 days	First and Final Account	Master of the High Court, Harare.	461489f
MRE.460/2021	Audrey Rose Hagan	21 days	First and Final Liquidation Account	Master of the High Court, Mutare.	461490f
1277/2019	Solomon Everisto Marembo	21 days	Fourth Interim Liquidation and Distribution Account	Master of the High Court, Harare.	461491f
VF.05/2022	Prisca Nyoni	21 days	First and Final Account	Magistrates, Victoria Falls.	461504f
MV.4/2021	Kombiwa Calisto Mushayike	21 days	First and Final Account	Magistrates, Mvuma.	461381f
1310/2020	Maud Parker	21 days	First and Final Distribution Account	Master of the High Court, Harare.	461590f
—	Peter Sakonda	21 days	First and Final Account	Master of the High Court, Harare.	461593f

EDICTS: SELECTION OF EXECUTORS, TUTORS AND CURATORS DATIVE
(pursuant to sections 25, 74 and 79 of the Administration of Estate Act [Chapter 6:01])

NOTICE is hereby given that the estate of the under-mentioned deceased persons, minors or persons whose whereabouts are unknown, are unrepresented and that the next of kin, creditors or other persons concerned are required to attend on the dates and at the times and places specified, for the selection of an executor, tutor or curator dative, as the case may be. Meetings in Harare will be held before the Master, in Bulawayo before the Assistant Master; and elsewhere before the District Administrator.

M.H.C. 25

Number of estate	Name and description of estate	Time of meeting		Place of meeting	For selection of
		Date	Hour		
1299/2015	Jecey Lancelot	8.4.2022	9.30 a.m.	Harare	Executor dative. 461635f
184/2022	Shepherd Tonderai Mazarura	8.4.2022	10.30 a.m.	Harare	Executor dative. 461636f
635/2022	Mafingeyi Matingo	8.4.2022	11.30 a.m.	Harare	Executor dative. 461637f
593/2022	Lens Farando	11.4.2022	8.30 a.m.	Harare	Executor dative. 461638f
644/2022	Taurayi Mukodza	11.4.2022	9.30 a.m.	Harare	Executor dative. 461639f
5025/2021	Elias Mabeka	11.4.2022	9.30 a.m.	Harare	Executor dative. 461640f
660/2022	Henry Mtetwa	11.4.2022	11.30 a.m.	Harare	Executor dative. 461641f
655/2022	Hansia Sanya Bhana	11.4.2022	11.30 a.m.	Harare	Executor dative. 461642f
656/2022	Mundevere Shave	11.4.2022	11.30 a.m.	Harare	Executor dative. 461643f
664/2022	Tatekile Funhira	12.4.2022	8.30 a.m.	Harare	Executor dative. 461644f
659/2022	Mary Mutseyekwa	12.4.2022	8.30 a.m.	Harare	Executor dative. 461645f
668/2022	Lucy Gwatidzo	12.4.2022	9.30 a.m.	Harare	Executor dative. 461646f
665/2022	Richard Matuke	12.4.2022	9.30 a.m.	Harare	Executor dative. 461647f
670/2022	Knowledge Samhungu	12.4.2022	10.30 a.m.	Harare	Executor dative. 461648f
673/2022	Moffat Nyoni	12.4.2022	10.30 a.m.	Harare	Executor dative. 461649f
678/2022	Dennis Togara Rutanhira	12.4.2022	11.30 a.m.	Harare	Executor dative. 461650f
691/2022	Elijah Mhuriyengwe	14.4.2022	8.30 a.m.	Harare	Executor dative. 461701f
535/99	Grace Shiri	14.4.2022	9.30 a.m.	Harare	Executor dative. 461702f

M.H.C. 25 (continued)

Number of estate	Name and description of estate	Time of meeting		Place of meeting	For selection of
		Date	Hour		
446/2022	Mabika Magomora	14.4.2022	9.30 a.m.	Harare	Executor dative. 461703f
702/2022	Phillip Matavikwa	14.4.2022	10.30 a.m.	Harare	Executor dative. 461704f
4363/2021	Saleem Phillip	14.4.2022	10.30 a.m.	Harare	Executor dative. 461705f
694/2022	Velapi Musengi	14.4.2022	10.30 a.m.	Harare	Executor dative. 461706f
706/2022	Xengu Alois Sigubu	14.4.2022	11.30 a.m.	Harare	Executor dative. 461707f
MRE.75/2022	Munganasa Joice	23.3.2022	8.30 a.m.	Mutare	Executor dative. 461711f
MRE.78/2022	Murengami Doreen	23.3.2022	9.30 a.m.	Mutare	Executor dative. 461712f
MRE.74/2022	Mataruka Maxwell	23.3.2022	9.30 a.m.	Mutare	Executor dative. 461713f
MRE.72/2022	Mtetwa Kate	23.3.2022	9.30 a.m.	Mutare	Executor dative. 461714f
MS.86/2022	Samson Mutatavikwa	30.3.2022	10.30 a.m.	Masvingo	Executor dative. 461715f
MS.87/2022	Goliath Ncube	30.3.2022	10.30 a.m.	Masvingo	Executor dative. 461716f
MS.90/2022	Simukeladi Sindanya Mataruse	30.3.2022	10.30 a.m.	Masvingo	Executor dative. 461717f
CY.33/2022	Edmond Chitubura	24.3.2022	9.00 a.m.	Chinhoyi	Executor dative. 461708f
CY.29/2022	Sydney Chagwendera	24.3.2022	9.00 a.m.	Chinhoyi	Executor dative. 461709f
CY.30/2022	Lawrence Karimamombe	24.3.2022	9.00 a.m.	Chinhoyi	Executor dative. 461710f

COMPANIES AND OTHER BUSINESS ENTITIES ACT [CHAPTER 24:31]

CHANGE OF COMPANIES' NAMES

NOTICE is hereby given, in terms of section 26 of the Companies and Other Business Entities Act [Chapter 24:31], that application will be made, not less than 14 days from the date of publication of this notice, to the Chief Registrar of Companies, for his approval to change the names of the under-mentioned companies as indicated below.

Number	Name	Change of name to	Agent
11998/2019	Nickant Investments (Private) Limited	Nickant Civil Construction (Private) Limited	Montpardale Consulting (Private) Limited, Batanai Gardens, corner First Street Mall and Jason Moyo Avenue, Harare. 461475f

CORPORATE RESCUE MEETING

(pursuant to subsection (2) of section 140, of the Insolvency Act [Chapter 6:07])

NOTICE is hereby given that a meeting of creditors and/or contributories will be held on the dates and at the times and places for the purposes set forth.

Number	Name of company	Whether meeting of creditors and/or contributories	Day, date and hour of meeting			Place of meeting	Purpose of meeting
			Day	Date	Hour		
CR.25/2019	Capital Bank Corporation Limited (<i>in liquidation</i>)	Second meeting of creditors and members	Wed.	6.4.2022	8.30 a.m.	Master of High Court, Harare	-Further proof of claims. 461484f

COMPANY LIQUIDATION NOTICES

NOTICE is hereby given that the liquidation accounts and plans of distribution in the liquidations mentioned below will lie open at the offices mentioned for a period of 14 days, or such longer period as is stated, from the date mentioned or from the date of publication hereof, whichever may be later, for inspection by creditors.

Number	Name of company	Description of account	Offices at which account will lie open	Dates from which account will lie open	Period for which account will lie open
CR.12/2017	Puzey & Payne (Private) Limited	Second Interim Liquidation and Distribution Account	Master of High Court, Harare	19.3.2022	14 days. 461380f
CR.22/2019	Ziada Microfinance (Private) Limited	Second and Final Liquidation and Distribution Account	Master House High Court, Harare	18.3.2022	14 days. 461389f
IR.3/2018	Bruce Taruvinga	First and Final Liquidation and Distribution Account	Master House High Court, Harare	18.3.2022	14 days. 461390f

NOTICE OF JUDICIAL MANAGEMENT

(pursuant to subsection (1) of section 220, of subsection (4) of section 221, section 222, or subsection (1) of section 263 of the Companies and Other Business Entities Act [Chapter 24:31])

NOTICE is hereby given to all creditors, members and contributories collectively ("the Stakeholders") of Navistar Insurance Brokers (Private) Limited (under Judicial Management) ("Navistar" or "the Company"), that the special meeting of the Stakeholders of Navistar will be held in accordance with section 252(ii) of the Companies and Other Business Entities Act [Chapter 24:31], as follows—

Number	Name of company	Whether meeting of creditors and/or contributories	Day, date and hour of meeting			Place of meeting	Purpose of meeting
			Day	Date	Hour		
CR.32/2014	Navistar Insurance Brokers) (Private Limited (<i>under judicial management</i>))	Second meeting of creditors and contributories	Wed.	30.3.2021	8.30 a.m.	Master's House Harare	- Further proof of claims 461591f against the company. - Considers the Judicial Manager's report

Creditors and/or contributories may contact the undersigned on +263 0242 300135/8 or by email on info@crowe.co.zw should they need any assistance regarding this notice.

MR RAYMOND SIBANDA
PROVISIONAL JUDICIAL MANAGER

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National Employment Council for the Agricultural Industry in
Zimbabwe: Collective Bargaining Agreement (Conditions of
Service and Code of Conduct)

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 amends the agreement published in Statutory Instrument 116 of 2014.

The agreement has been registered in terms of section 79 of the said Act.

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR THE
AGRICULTURAL INDUSTRY IN ZIMBABWE
COLLECTIVE BARGAINING AGREEMENT (CONDITIONS
OF SERVICE AND CODE OF CONDUCT)

In accordance with the provisions of the Labour Act [*Chapter 28:01*], this Agreement is made and entered into between the Zimbabwe Agriculture Employers' Organisation (ZAEO), Zimbabwe Farmers' Union (ZFU), Zimbabwe Commercial Farmers' Union (ZCFU), Commercial Farmers' Union (CFU), Zimbabwe Tea Growers' Association (ZTGA), Zimbabwe Tobacco Association (ZTA), Timber Producers' Association (TPA), Zimbabwe Sugarcane Employers Organisation (ZSEO), Zimbabwe Kapenta Producers Association (ZKPA), Zimbabwe Indigenous Agriculture Association (ZIAA), and Agro, and Horticulture employer representatives (hereinafter referred to as "the employer parties"), of the one part, and the General Agriculture and Plantation Workers' Union of Zimbabwe (GAPWUZ), Horticulture, General Agriculture and Plantation Workers' Union of Zimbabwe (HGAPWUZ), and Kapenta Workers Union of Zimbabwe (KWUZ) (hereinafter referred to as "the employee parties"), of the other part.

The employer parties and the employee parties are parties to the National Employment Council for the Agricultural Industry in Zimbabwe.

ARRANGEMENT OF SECTIONS

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1. Title, scope and application of agreement.
2. Commencement of operation.
3. Repeal of previous agreement.
4. Interpretation of terms.
5. Administration of agreement.
6. Grading and wages.
7. Allowances.
8. Hours of work.
9. Short-time working.
10. Conversion of rates.
11. Payment for overtime.
12. Deductions.
13. Payment of wages.
14. Task-work and work on a ticket system.
15. Incentive schemes.
16. Special provisions: seasonal workers.
17. Vacation leave.
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21. Benefits during sickness.
22. Contract of employment.
23. Continuous service.
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25. Gratuities on termination of employment.
26. Availability of agreement.
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28. Council dues.
29. Exemptions.
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31. Declaration.

FIRST SCHEDULE: Grading.

SECOND SCHEDULE: Allowances.

THIRD SCHEDULE: Gratuities.

FOURTH SCHEDULE: National Employment Council for the
Agricultural Industry in Zimbabwe Declaration of Dues
for the Month.

FIFTH SCHEDULE: Trade Union Dues/Stop Order Form.

SIXTH SCHEDULE: Trade Union Dues/Remittance Form.

SEVENTH SCHEDULE: National Employment Council for the
Agricultural Industry Employment Code of Conduct:
Disciplinary Code and Grievance Procedure.

Title, scope and application of Agreement

1. (1) This Agreement may be cited as the National Employment Council for the Agricultural Industry in Zimbabwe Collective Bargaining Agreement (Conditions of Service and Code of Conduct).

(2) This Agreement shall be binding on all employers and employees in the agricultural industry provided that this Agreement shall not apply to—

- (a) special workers; or
- (b) managerial employees; or
- (c) independent contractors, except in so far as they may be employers or employees.

National Employment Council for the Agricultural Industry in
Zimbabwe: Collective Bargaining Agreement (Conditions of
Service and Code of Conduct)

(3) Each provision of this Agreement shall create a right or obligation, as the case may be, independently of the existence of other provisions, and no employer or employee may waive such right or obligation. Nothing herein contained, however, shall preclude an employer from granting to his/her employees a right greater than that provided for in this Agreement.

(4) In the event of any provision of this Agreement being inoperative, or *ultra vires* of the parties or the Act, or regulations made thereunder, either before or after publication of this Agreement, this shall in no way affect the remainder of the Agreement which shall, in that event, constitute the Agreement.

(5) The National Employment Council for the Agricultural Industry in Zimbabwe may translate this Agreement into any official language of the Republic of Zimbabwe provided that, in the event of any inconsistencies between translations of this Agreement, the English text of this Agreement shall be regarded as the authoritative version of this Agreement.

Commencement of operation

2. This Collective Bargaining Agreement shall be deemed to have come into operation on 1st January, 2022.

Repeal of previous agreement

3. This Agreement shall repeal Statutory Instrument 116 of 2014 provided that this Agreement shall not repeal any other collective bargaining agreement, such as the Occupational Safety, Health and Environment Code and agreements setting minimum wages, capping, allowances and Council dues.

Interpretation of terms

4. (1) In this Agreement, unless inconsistent with the context—
“Act” means the Labour Act [Chapter 28:01];
“agricultural industry” means the industry in which employers and employees are associated for the commercial

production of crops, including forestry, livestock, poultry, fish, and their produce, and includes the complementary processing of agricultural products on the property of the employer where such livestock or crops are produced or on the property of any other agricultural employers. Agricultural industry shall also include the aquaculture and fisheries industry, horticulture, honeybee-keeping, crocodile farming, prawn farming, game farming, lumbering, saw milling and production of kapenta;

“annual shut-down” means a period of no less than twelve working days during which an establishment may suspend operations;

“aquaculture and fisheries industry” means, but is not limited to, enterprises involved in the controlled cultivation (“farming”) of aquatic organisms such as crustaceans, molluscs, algae, trout, mussels, salmon, tilapia, crocodile management, kapenta production (where kapenta production is not the dominant activity of the enterprise), fish, shrimp, crabs, prawns, oyster farming, mariculture, algaculture (such as seaweed farming), cultivation of ornamental fish, and so on. In this industry, the organization may engage in other supporting activities such as breeding of fish, sexing of fish, stocking of fish, egg collection, fry collection, incubation of eggs in hatchery, grading of fish, sex reversal of fish, feeding of fish, transferring of fish from juvenile ponds/cages to production ponds/cages, harvesting of fish, marketing of fish etc.

“capping” means the period after which a contract of fixed duration shall be deemed to be a contract without limitation of time;

“continuous service” means a period of unbroken service with an employer by an employee;

“contractor” means a person providing his/her own labour force who contracts with an employer to undertake work, the rates for which have been negotiated directly between an employer and the contractor;

National Employment Council for the Agricultural Industry in
Zimbabwe: Collective Bargaining Agreement (Conditions of
Service and Code of Conduct)

“contract worker” means an employee who is employed on a specific task, the rates for which have been directly negotiated with the employer;

“Council” means the National Employment Council for the Agricultural Industry in Zimbabwe;

“day off” means that day in the week on which an employee is not normally required to work;

“emergency work” means work which, due to circumstances beyond the control of the employer, must be performed immediately in order to prevent harm to crops, livestock or the employees, or to near-by persons or properties;

“employee” means any person who performs work or services for another person in the agricultural industry for remuneration or reward on such terms and conditions as agreed upon by the parties or as provided for in the Act or this Agreement provided that an employment relationship shall be established—

- (a) in circumstances where even if the person performing the work or services supplies his or her own tools or works under flexible conditions of service and the hirer provides substantial investment in or assumes the substantial risk of the undertaking; or
- (b) in any other circumstances that more closely resemble the relationship between an employee and employer than that between an independent contractor and hirer of services;

“employer” means any person whosoever in the agricultural industry who employs or provides for another person and remunerates, or expressly or tacitly undertakes to remunerate him or her, and includes—

- (a) 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
- (b) the corporate rescue practitioner of such person; and

- (c) the liquidator or trustee of the insolvent estate of such person, if authorised to carry on the business of such person by—
 - (i) the creditors; or
 - (ii) in the absence of any instructions given by the creditor, the Master of the High Court; and
- (d) the executor of the deceased estate of such person, if authorised to carry on the business of such person by the Master of the High Court; and
- (e) the curator of such person who is a patient as defined in the Mental Health Act [*Chapter 15:12*], if authorised to carry on the business of such person in terms of section 88 of that Act;

“fixed term contract worker” means an employee whose contract of employment stipulates a period of employment or a date of termination provided that no further notice to terminate the contract shall be required from either party to the contract;

“grade” means a grade prescribed in the First Schedule;

“groom (class 1)” means any employee who cleans stables, assists in feeding of horses and walks horses after training;

“groom (class 2)” means an employee who feeds, harnesses and grooms horses, and supervises grooms (class 1);

“groom (class 3)” means an employee who harnesses, grooms and trains horses, under supervision, and supervises grooms (class 1 and 2);

“he”, “him” and “his” refer equally to persons who are male and who are not male. The use of these words in this Agreement shall not be misconstrued to exclude or discriminate against persons who are not male.

“head groom (class 4)” means an employee who grooms and drives horses, repairs harnesses, supervises grooms (classes 1, 2 and 3), and who is also a horse farrier;

“industry” means the agricultural industry;

- “industrial holiday” means a public holiday;
- “managerial employee” means an employee who, by virtue of his contract of employment or of his seniority in an organisation, may be required or permitted to hire, transfer, promote, suspend, lay off, dismiss, reward, discipline or adjudge the grievances of other employees;
- “medical practitioner” means any person who is registered as such in terms of the Health Professions Act [*Chapter 29:19*] or the Traditional Medical Practitioners Act [*Chapter 27:14*];
- “Minister” means the Minister of Public Service, Labour and Social Welfare, or any other Minister to whom the President may from time to time assign the administration of the Labour Act;
- “month” means a calendar month;
- “National Employment Council” means the National Employment Council for the Agricultural Industry in Zimbabwe;
- “overtime” means any time worked outside the ordinary hours of work required in terms of section 8;
- “permanent worker” means an employee who is employed indefinitely and whose contract of employment does not specify a date of termination or a duration of employment;
- “public holiday” means a day declared by the state as a public holiday in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*].
- “Registrar” means the Registrar of Labour as defined in the Act;
- “seasonal worker” means an employee who is employed for a period not exceeding hundred and eighty days in any period of twelve consecutive months;
- “Secretary” means the Chief Executive Officer of the National Employment Council;

“special worker” means an employee who, because of physical or mental disability, such as old age, chronic sickness or infirmity, is capable of doing only part of the work required of an able-bodied employee;

“task-work system” means the system of employment wherein the employer sets tasks which the employees are expected to complete within their working hours and provides the employees with further remuneration for completion, within those working hours, of other tasks in addition to the set tasks;

“ticket system” means the system of employment wherein remuneration of employees is not based on the time which the employees have tendered their service to the employer but is based on the completion of tasks allocated by the employer;

“qualifying service” in relation to vacation leave accrued by an employee, means any period of employment following the completion of the employees first year of employment with an employer;

“wage” means the earnings of an employee, but does not include any payment in respect of overtime or any bonus or other like benefit;

“working day” means any day other than a day off or a public holiday.

(2) Any expressions used in this Agreement, which are defined in the Labour Act [*Chapter 28:01*], other than those defined in this section, shall have the same meaning as in the Act.

Administration of Agreement

5. (1) The Council shall be responsible for the administration and enforcement of this Agreement.

(2) The Council may delegate any of its duties or powers under this Agreement to any persons as it deems fit.

(3) The Council may at any time vary or revoke any decision made in terms of this Agreement by itself or made by an executive

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committee or committees appointed by the Council provided that the Council shall grant interested parties the chance to be heard before making such variation or revocation.

(4) Every employer and employee in the agricultural industry shall assist the Council in making such investigations as the Council may deem necessary into the operation of this Agreement generally, and, in particular, to ascertain whether or not the provisions thereof are being complied with.

Grading and wages

6. (1) An employer shall place each employee in a grade appropriate to his or her occupation in accordance with the First Schedule and shall pay to such employee a wage of at least the amount prescribed by the Council from time to time for the grade of the employee, and no employee shall accept less than that amount.

(2) An employee who, at the date of commencement of a collective bargaining agreement setting minimum wages, is in receipt of a higher wage than the minimum wage prescribed for his or her particular occupation by such collective bargaining agreement shall not, by reason of that agreement, suffer any reduction in his or her wage.

(3) 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 wage applicable to the grade of work which he or she normally performs.

(4) Subject to the provisions of subsection (5), an employee who is required to perform relief work in a higher grade than that in which he or she is normally employed shall be paid the wage applicable to such higher grade immediately once he or she commences working in that higher grade for as long as he or she is required to work in that grade.

(5) An employee may be placed in a higher grade for a probationary period of not more than one month:

Provided that—

- (a) the employee shall be paid the higher wage applicable to the grade in which he or she is placed from the commencement of work in such grade;
- (b) the employer shall not require the employee to be on probation in the same operation more than once in any one year;
- (c) after one month of probation, the employee shall return to his or her normal work or be promoted to the higher grade.

(6) On promotion to a higher grade, an employee shall be paid—

- (a) not less than the wage he or she last received prior to his or her promotion; and
- (b) not less than the minimum wage prescribed for such grade;

(7) No employer shall reduce the wage of an employee for any time not worked if the employee tendered his or her service to the employer, but the employer was unable or unwilling to furnish him or her with work, provided that this subsection shall not apply to any time not worked during a period of short-time working.

(8) Notwithstanding subsection (7), an employee who is paid for time he or she has not worked due to conditions beyond the control of the employer, such as extreme weather conditions, may be required to make up such time not worked outside of normal working hours without any entitlements to further payment provided that no employee will be required to work more than eleven hours in a day as a result of being required to make up any work.

(9) Where an employee's occupation is not specified in the First Schedule—

- (a) the employer shall provisionally place the employee in a grade; and
- (b) the employer or employee shall notify the Secretary thereon; and
- (c) the Secretary, after consultation with the Chairperson of the National Employment Council, shall determine an

interim grade of the occupation, which shall be subject to ratification by the National Employment Council at its next meeting:

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

- (i) higher than the employee's current grade, he or she shall be paid not less than the minimum wage prescribed for such higher grade, with effect from the date upon which he or she commenced performing the operation concerned; or
- (ii) lower than the employee's current grade, it shall not be lawful for the employer to reduce the employee's current wages on the basis of the interim classification by the Secretary or the final grade by the National Employment Council.

Allowances

7. (1) Allowances, in addition to an employee's basic wages, shall be paid in accordance with the provisions of the Second Schedule.

(2) Social parties to the Council may, from time to time, prescribe adjusted minimum amounts of the allowances provided in the Second Schedule, or any other types of allowances.

Hours of work

8. (1) The ordinary hours of work for all employees shall not exceed two hundred and eight (208) hours per month.

(2) 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 employees needed to render emergency work shall not decline requests to work overtime without reasonable excuse.

(3) Every employee shall receive at least one day off in each week.

(4) An employee shall not be required to work on his or her day off, except in cases of emergency work and circumstances referred to in section 6(8) of this Agreement, provided that—

- (a) no employees shall be required to work on his or her days off in successive weeks; and
- (b) an employee required to work on his or her regular day off in cases of emergency work shall be entitled to an alternative day off.

Short-time working

9. (1) No employer shall place all or some of his or her employees on short-time working without the prior written approval of the National Employment Council, which may approve that the employees be placed on short-time working for a period not exceeding twelve months, if it is satisfied that—

- (a) it is economically necessary for the establishment to implement short-time working; and
- (b) the establishment will be able to resume normal working hours within the foreseeable future; and
- (c) it would not be in the interests of the employees to be discharged.

(2) An employer shall give one month's notice to each employee concerned of the requirement to work short-time, except in extreme circumstances when he or she can apply to the National Employment Council to commence short-time working within a shorter working period.

(3) The employee may, at any time during the months' notice referred to in subsection (2), give his or her employer notice of termination of his or her contract of employment as from the time when short-time working is to start.

(4) During a period of short-time working, an employee shall be paid for not less than the hours worked by him or her provided that no employee shall receive less than sixty *per centum* of his or her current weekly wage.

(5) Written approval of the National Employment Council issued in terms of subsection (1) shall state—

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- (a) the name and address of the employer; and
- (b) the grade or group of employees affected; and
- (c) the employer shall return such approval to the Secretary of the National Employment Council upon resumption of normal hours of work.

Conversion of rates

10. (1) For the purpose of converting a monthly wage to—
- (a) the weekly equivalent, the monthly wage shall be divided by four and one-third; or
 - (b) the daily equivalent, the monthly wage shall be divided by twenty-six; or
 - (c) the hourly equivalent, the monthly wage shall be divided by the ordinary hours normally worked in a month.

Payment for overtime

11. (1) An employer shall pay for overtime worked on a day off at double the employee's current wage.

(2) The employer shall remunerate an employee who is required to work on a public holiday for every hour or part of an hour of work at two and a half times the current hourly wage of the employee, regardless of whether such work is conducted during or outside the employee's ordinary working hours for the day of the week on which the public holiday falls.

(3) An employer shall pay for overtime at one and a half times the employee's current wage for the time worked in excess of the ordinary monthly hours of work prescribed in section 8.

(4) Time off in lieu of payment of overtime may be arranged by mutual consent between the employer and employee prior to the industrial holiday or the employee's normal day off.

Deductions

12. (1) No deduction or set-off of any description shall be made from any remuneration except—

- (a) where an employee is absent from work on days other than industrial holidays or days of leave to which he or she is entitled, the proportionate amount of his or her remuneration only for the period of such absence; or
- (b) amounts which an employer is compelled by law or legal process to pay on behalf of an employee; or
- (c) where an employee has received an advance of remuneration due, the amount of such advance, up to an amount not exceeding twenty-five percent of the gross remuneration owed; or
- (d) by written stop-order for contributions to insurance policies, pension funds, medical aid societies, burial societies, and registered trade unions; or
- (e) by written consent of an employee, for repayment of money lent by the employer on terms that have been mutually agreed to between the parties concerned; or
- (f) an amount recovered for payments made in error.

(2) The aggregate amount of permissible deductions that may be made from the remuneration of any employee in any pay interval shall not exceed twenty-five *per centum* of the employee's gross remuneration for that interval provided that upon termination of an employee's service, an employer may deduct from the total remuneration due to the employee an amount equal to any balance which may be due to the employer in terms of paragraphs (a), (c), (e) or (f) of subsection (1).

Payment of wages

13. (1) Every employer shall pay wages, in cash, bank transfer or any other lawfully acceptable method of payment, to each employee within—

- (a) two days of the end of the week in the case of weekly paid employees; or
- (b) four days of the end of the month in the case of monthly paid employees:

Provided that payments for overtime, bonuses and allowances shall be made to each employee within six working days of the end of the week in the case of weekly paid employees or within six working days of the end of the month in the case of monthly paid employees.

(2) When the service of an employee is terminated, payment of all remuneration due shall be made within seventy-two hours of the termination of service and a commitment to that effect shall be made by the employer to the employee in writing.

(3) An employer shall provide his or her employee with written details regarding the make-up of his or her pay.

Task-work and work on a ticket system

14. (1) It shall be permissible to give out work to employees on a task-work basis.

(2) An employee employed on a task-work basis may, with the consent of his or her employer, complete work over and above his or her basic task, for which he or she shall receive an incentive bonus.

(3) No employer shall give out, and no employee shall perform, work on a ticket system.

Incentive schemes

15. Notwithstanding the provisions of section 14, an employer may operate an incentive scheme whereby the remuneration of the employee in excess of his or her wage may be determined by the quantity and quality of output or measurement of work performed in excess of his or her basic task.

Special provisions: seasonal workers

16. (1) An employer may employ a seasonal worker on a daily notice basis within the first seven days, but on a weekly notice basis thereafter.

(2) If an employee who was engaged as a seasonal worker is employed for a duration exceeding a total of one hundred and eighty days in a period of twelve consecutive months, he or she shall be

regarded as a permanent worker from the time when the hundred and eight days are exceeded.

(3) Seasonal workers shall receive wages and allowances which are no less than the wages and allowances prescribed by Council.

Vacation leave

17. (1) In this section—

“qualifying service” in relation to vacation leave accrued by an employee, means any period of employment following the completion of the employee’s first year of employment with an employer.

(2) Unless more favourable conditions have been provided for in any employment contract or in any enactment, paid vacation leave shall accrue in terms of this section to an employee at the rate of one twelfth of his or her qualifying service in each year of employment subject to a maximum accrual of ninety days paid vacation leave:

Provided that, if an employee is granted only a portion of the total vacation leave which may have accrued to him or her, he or she may be granted the remaining portion at a later date, together with any further vacation leave which may have accrued to him or her at that date, without forfeiting any such accrued leave.

(3) All Saturdays, Sundays and public holidays falling within a period of vacation leave shall be counted as part of vacation leave.

(4) 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.

(5) Where an employee has no vacation leave accrued, he or she may be granted vacation leave without pay.

Special leave

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

(a) who is required to be absent from duty on the instructions 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 or industry in which the employee is employed;
- (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.

Maternity leave

19. Maternity leave shall be granted to employees in accordance with the provisions of the Labour Act [Chapter 28:01].

Public holidays

20. Subject to any other section, every employee shall be granted leave of absence on public holidays and shall be paid his or her current daily wage for every public holiday.

Benefits during sickness

21. (1) Unless more favourable conditions have been provided for in any employment contract or in any enactment, sick leave shall be granted in terms of this section to an employee who is prevented from attending his or her duties because he or she is ill or injured or undergoes medical treatment which was not occasioned by his or her failure to take reasonable precautions.

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

(3) If, during any 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 probable that the employee will be able to resume duty after such further period of sick leave.

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

- (a) ninety days' sick leave of full pay; or
- (b) subject to subsection (3), one hundred and eighty days sick leave on full pay and half pay;
- (c) the employer may terminate the employment of the employee concerned.

(5) An employee who so wishes may be granted accrued vacation leave instead of sick leave on half pay or without pay.

Contract of employment

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

- (a) his or her grade; and
- (b) his or her wage and when it will be paid; and
- (c) provisions for accommodation; and
- (d) the period of notice required to terminate the contract of employment; and
- (e) hours of work; and
- (f) details of any bonus or incentive production scheme in operation; and
- (g) provision for benefits during sickness; and
- (h) provision for vacation leave; and
- (i) industrial holidays; and
- (j) code of conduct.

(2) Any contract of employment which is for a stipulated period shall specify the date of commencement and date of termination

thereof, and no further notice to termination of the contract on due date shall be required from either party.

(3) A contract of employment that does not specify its duration or date of termination, other than a contract for casual work or seasonal work or for the performance of some specific service, shall be deemed to be a contract without limit of time provided that a casual worker shall be deemed to have become an employee on a contract of employment without limit of time on the day that his or her period of engagement with a particular employer exceeds a total of six weeks in any four consecutive months.

(4) Whenever an employee has been provided with accommodation directly or indirectly by his or her employer, the employee shall not be required to vacate the accommodation before the expiry of one month after the lapse of the lawfully prescribed minimum period of notice of termination of the employee's employment.

Continuous service

23. (1) Subject to any enactment, regulation or other collective bargaining agreement, continuous service shall be deemed to be broken only by death, resignation, retirement, or other termination of the employee's employment for any reason.

(2) If, upon the change of ownership of an establishment, an employee enters the service of the new owner, or continues his or her employment in the establishment, his or her service with the previous owner shall be deemed not to have broken by the change of ownership and shall thus be reckoned as service with the new owner:

Provided that, if an employee is paid by the previous owner a gratuity in terms of section 25 in respect of his or her service with that owner, the gratuity payable by the new owner on the death, resignation, retirement or other termination of employment of such employee may be reduced by the amount of gratuity paid by the previous owner.

Record of service

24. (1) An employee whose services are 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 served and the occupation of the employee.

Gratuities on termination of employment

25. (1) All gratuities shall be calculated from—

- (a) the 1st January, 1978; or
- (b) the date which the employee's continuous service commenced;

whichever is the later.

(2) An employee who has completed five or more years of continuous service shall, on the termination of such employment, irrespective of the circumstances of such termination, be paid a gratuity of not less than the amount derived by multiplying the appropriate percentage, as set out in the Third Schedule, of his or her current monthly wage on termination of employment by the number of completed years of continuous service.

(3) If an employee who has completed five or more years of continuous service dies before receiving a gratuity in terms of subsection (2), there shall be paid to his or her estate the sum which the employee would have received if his or her contract of employment had terminated on the day of his or her death.

(4) Notwithstanding the provisions of subsections (2) and (3), no gratuity shall be payable to employees who, through provision made by their employers, are entitled to compensation from a private pension scheme (registered as a pension fund in terms of the Pension and Provident Funds Act [*Chapter 24:09*]) which provides benefits which are not less favourable than those prescribed in this section provided that if the employer had not made provision for compensation from both a private pension scheme and the National Social Security Authority's Pension and Other Benefits Scheme, the employee shall be paid the gratuity.

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(5) An employee who reaches the age of sixty years may be required by the employer to retire.

(6) Upon retirement, an employee shall be paid all wages, leave pay and gratuities due to him or her in terms of subsection (2).

Availability of agreement

26. Every employer shall exhibit a copy of this Agreement and all amendments thereto in a place easily accessible to every employee.

Code of conduct

27. (1) The National Employment Council for the Agricultural Industry in Zimbabwe Employment Code of Conduct: Disciplinary Code and Grievance Procedure, which is provided in the Seventh Schedule of this Agreement, shall be the employment code of conduct of the agricultural industry and it shall be binding on all employers and employees in the industry:

Provided that an organisation within the agricultural industry may adopt an employment code of conduct which is applicable to the organisation and that any such code of conduct shall be consistent with the National Employment Council for the Agricultural Industry in Zimbabwe Employment Code of Conduct: Disciplinary Code and Grievance Procedure.

(2) Subject to subsection (1), all disciplinary and grievances cases shall be dealt with in accordance with the National Employment Council for the Agricultural Industry in Zimbabwe Employment Code of Conduct: Disciplinary Code and Grievance Procedure as set out in the Seventh Schedule, and any disciplinary and grievance matters which are not explicitly addressed by the Code shall be dealt with in a manner which adheres to the spirit and intention of the Code.

Council dues

28. (1) Council dues shall consist of contributions which are prescribed by the Council and approved by the Minister and such contributions shall be made by every employer and employee in the

industry to the Council for such purposes as are provided for in the Council's Constitution.

(2) Every employer shall complete and return to the Council on a monthly basis:

- (a) the form as set out in the Fourth Schedule (and/or any other form which maybe prescribed by Council);
- (b) the appropriate payment or proof of payment;
- (c) payroll summary; and
- (d) any other document which may be prescribed by Council from time to time.

Exemptions

29. The Exemption Committee of the Council may, at 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 any employer or employee on reasonable grounds. Such exemption may be revoked or amended by the Exemption Committee of the Council, at its discretion, provided that the Exemption Committee of the Council shall grant interested parties the chance to be heard before making such a revocation or amendment.

Penalties

30. This Agreement reaffirms section 82(3) of the Labour Act [*Chapter 28:01*], which reads—

“(3) Any person who fails to comply with a collective bargaining agreement which is binding upon him or her shall, without derogation from any other remedies that may be available against him or her for its enforcement—

- (a) commit an unfair labour practice for which redress may be sought in terms of Part XII; and
- (b) be guilty of an offence and liable to a fine not exceeding level 7 or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.”.

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Declaration

31. The employer parties and the employee parties having arrived at the agreement set forth herein, the officers of the Council cited hereunder hereby declare that the foregoing is the agreement arrived at.

Dated at Harare this 13th day September, 2021.

F. ZONDO,
Chairperson.

T. NYIRENDA,
Vice-Chairperson.

D. MADYAUSIKU,
Chief Executive Officer.

FIRST SCHEDULE

GRADING

Subject to further collective bargaining agreements by NEC Agriculture on grading of employees, occupations in the agricultural industry shall be graded as follows:

Grade A1

Ablution/Sanitation worker
Baler
Box maker/Folder
Building maintenance hand (timber)
Cane cutter
Cane Picker
Canteen/Beer halls hand
Carcass washer
Chain hand
Chain issuer
Cleaner

Coal lasher
Cold room attendant/Fridge attendant
Cold room cleaner
Compound village worker
Crop attendant
Crop guard/watchman
Debarking hand
Drum cleaner
Drying rack attendant
Egg collector
Extraction hand
Farm tidy hand
Fencing attendant
Gardner
General hand
General hand – chain hand
General worker – cane cutter
Groundsman
Herdsman
Hides man
Hoist operator
Injector
Laundry hand/Scullery hand
Livestock receiver/Collector
Log deck hand
Manure bagger
Meat handler
Mortal collector
Net repairer
Nursery hand
Nursery hand (timber)
Offal cleaner
Ostrich feed attendant
Packer (without grading)
Plantation hand
Ratio order assembler
Resin hand

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Sawmilling hand
Scraper
Silk cocoons reeler
Silk worm rearer
Slime dam cleaner
Strapper
Suckering hand
Teamman
Thinning hand
Timber bundling hand
Timber handling hand
Timber loading hand
Timber sorting hand
Vineyard attendant
Waste peel attendant
Watchman
Wattle extraction hand (timber)
Winery attendant
Workshops hand (timber)

Grade A2

Artisan assistant
Assistant electrician
Assistant to beekeeper
Augerman delivery hand
Bag sealer
Basket carrier
Basket carrier
Birds washer
Bleeder
Boiler house worker
Bricklayers assistant
Brisket cutter
Budder
Bundle receptor
Calf attendant
Carcass cutter/Offal drawer

Chainsaw mechanic assistant
Charcoal attendant
Check recorder
Chicken cutter
Chicken handler
Chicken hanger
Chicken trimmer
Chicken/Chick grader
Child minder/Disabled/Aged minder
(with or without domestic duties)
Choker
Coffee grader
Commis/Learner cook
Commis/Learner waiter
Compost worker
Conveyer attendant
Cooker operator assistant
Counter
Crane assistant
Crocodile meat packer/Handler
Crop remover
Cutter/Packer
Defoliating hand
Disinfecter
Dispatch assistant
Dispatcher—Egg handler
Domestic cook
Dough maker
Dubber
Egg picker/Collector
Egg receiver
Eviscerator
Factory worker
Feathermeal bagger
Feather pinner
Feathermeal cooker/Loader
Fish receiver

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Food handler
Furrow irrigator
Gate attendant
Giblets stuffer
Grader
Grader/Picker
Groom 1
Guard
Hatchery worker
Heat sealer operator
Herbicide sprayer
Hogger minder (timber)
Housekeeper
Housemaid/Domestic worker
Iceman
Irrigation hand (sprinklers)
Kiln assistant
Laboratory assistant (timber)
Leg and wing folder
Loader/Header/Feeds/Worker/Bag carrier
Lorry/Van assistant
Maintenance hand
Meat cutter
Meat packer
Messenger
Milker
Mushroom cutter
Mushroom picker
Offal collector
Office orderly
Petfood handler
Plucker
Plumber assistant
Portion dresser
Premixer's attendant
Premixer's assistant

Pump hand/attendant
Ranger
Receiver
Sausage maker
Sawshop assistant
Scale assistant
School irrigator
Skinner/Flayer
Spinchiller attendant
Sprayer
Squeezing hand
Staff cook
Stock attendant
Stunner
Table handler
Toe cutter
Trailer/Tailend assistant
Vaccinator/Debeaker
Water pockets checker

Grade A3

Assistant saw-machine operator (timber)
Board edger
Chipper canter
Framesaw
Bedroom hand
Bicycle repairer
Boiler assistant/Attendant (timber)
Brushcutter operator
Canning plant attendant
Canteen attendant
Chainsaw operator crosscutting
Check grader/Quality checker
Chemical mixer
Chipper panel operator
Clerk 1
Compound police
Concrete mix operator

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Cook
Crocodile hides scraper
Crocodile pen attendant
Crocodile breeder attendant
De-stacker operator
Dispatch assistant (timber)
Drier attendant/Stoker
Filleting machine operator
Fingerjoint press operator
Finisher operator
Fish handler/Sexer
Fish reaper/Harvester
Forest guard
Fryman/Trout attendant
Game scout
Glue applicator
Glue room attendant
Groom 2
Hammerhill operator/Soya cooker attendant
Hot box attendant
Houseman
Irrigation hand (centre pivot and drip irrigation)
Labeller
Log infeed controller
Log market/Timber measure board edger
Machine minder
Machine minder (pony sizer)
Machine operator
Mincer operator
Mixing tank attendant
Mushroom quality checker
Net maker
Office orderly/Photocopying/Duplicating (timber)
Order assembler
Ostrich breeder attendant
Ostrich chick attendant/Ostrich handler/Ostrich chick minder

Pasteuriser attendant
Pelleting/Press operator
Pinboner/Deboner
Pivot irrigator
Plantation marker
Profile operator
Pulp wash attendant/Switchboard operator
Pulpman/Egg pulper
Quality checker/Leaf checker/Green leaf checker
Scale/Weigher operator
School janitor
Scrapping machine operator
Security guard (timber)
Seed cleaner
Silk spinner
Slicer
Stockfeed mincing machine operator
Stockfeed mixer
Storeman assistant
Stores issues clerk (timber)
Tally checker
Tally clerk (timber)
Trimming Tablet operator
Tyre fitter
Village health worker (timber)
Waitress/Waiter/Cook
Water quality checker assistant
Weighbridge clerk
Wetmill tally clerk (timber)
Workshop assistant and fuel issue clerk (timber)

Grade B1

Baker (timber)
Bandsaw operator
Bee-keeper
Blockman
Boiler attendant
Butter maker

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Cane supervisor 1
Cardex clerk (timber)
Chainsaw operator, felling
Chainsaw serviceman/assistant chainsaw mechanic
Check weigher
Cheese maker
Clerk 2
Clerk/Typist (timber)
Coffee scout
Counter hand
Crane/Gantry operator
Creche attendant
Crop scout
Curer
Curio shop attendant
Dispatch clerk (timber)
Drilling machine operator
Drystore clerk
Extract autoclave operator
Extract multi operator
Farm health worker
Fire tower attendant
First aid/Nurse aid (timber)
Fish processor/Smoker
Fisherman
Front-end loader driver
Front-lift/Slide loader driver
Front-end loader/Drag line operator
Groom 3/Work rider
Guest house cook
Handyman
Hatching machine operator
Kiln operator
Lance corporal
Light vehicle driver (timber)
Log carriage operator

Maintenance operator 1:

untested or unclassified but with house skills:

auto electrical; black-smithing; boiler maker; carpentry; building; bricklaying
joinery; electrical; factory, fitting and turning; floor laying; glazing;
lift mechanical; machine; mastic asphaltting; mechanical; mechanical
(instrumentation); painting/decorating; plastering; plumbing/drain laying;
scale fitting;shop fitting, spray painting/panel beating; stone masonry; terrazzo
and mechanic walling and floor tiling; tin smith/sheet metalworker; welding/
plating; wood machining;

Maintenance clerk

Planned maintenance clerk (timber)

Planning assistant

Plantation chargehand (timber):

agriculture

communications

fire protection

nursery

resin

silviculture

thinning

veneer harvesting

Pole grader

Receptionist/Telephonist

Sawmill chargehands:

depot

dispatch

loading

log deck handling

stackyard

trimming table

warehouse

Saw machine operator:

bandsaw

boardsaw

board edger

circularsaw

crosscut saw

debarker

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figure jointer
hogger
re-saw/ripsaw
traverse machine
trimming machine
Senior chokeman
Senior Lab assistant (timber)
Sign writer
Skyline/High lead operator/Chokeman
Stores clerk cardex/Ordinary (timber)
Tailor/Seamstress
Tele sales person
Tele logger operator
Telephone operator
Timber grader
Timber quality checker
Time keeper/Time Checker
Towed grader operator
Tractor driver (trailer work)
Tractor driver (timber)
Trading storekeeper
TRU grader operator (timber)
Tyre serviceman (timber)
Water recorder
Water quality checker
Wetmill clerk (timber)

Grade B2

Boat driver/Transporter
Cane supervisor 2
Chargerhand/Junior foreman/Leading hand
Chief skinner
Chipper canter operator
Clerk 3
Corporal
Corporal (scouting and tracking)
Crocodile incubator attendant

Debarking charge hand
Driver (light vehicle)
Drying rack head/Factory chargehand
Framesaw operator
Gang/Team leader
Head fisherman
Head groom
Head guard/corporal
Heavy vehicle/Heavy duty truck driver (timber)
Kiosk attendance/retail
Lab assistant
Leading hand/Chargehand/Junior foreman
Maintenance operative 2 or all trades tested (class 4)
Master blender
Moulder operator
Ostrich incubator attendant
Production clerk (timber)
Production clerk harvesting and veneer (timber)
Rendering cooker operator
Section leader
Serviceman
Shop attendant
Taxidermy Skinner/Trophy handler
Tractor Driver (pulls farm implements)
Tractor Driver (Sugarcane sector)
Transport Clerk (timber)
Typist/receptionist
Welfare attendant

Grade B3

Artisan
Assistant lab technician
Assistant surveyor
Builder/Bricklayer
Bulldozer operator (timber)
Cane supervisor 3
Class 4 semi-skilled worker/Handyman (timber):
 auto electrician

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boiler
electrician
fitter
mechanic
painter
plumber/saw doctor
welder

Clerk 4

Computer data capture (timber)
Combine harvester operator (sugarcane)
Dairy supervisor
Electrician
Front end loader operator (timber)
Fuel attendant
Green chain chargehand
Handyman communication
Health representative
Hygiene controller
Maintenance handyman (timber)
Maintenance operator 3 or all trades tested (class 3)
Mechanic
Mechanical stress grading machine operator
Motorised grader operator
Nurse aid
Production chargehand
Plumber
Security corporal/Chargehand (timber)
Senior Clerk (timber)
Senior Lab assistant
Skidder operator
Storeman
Welder
Welfare assistant
Women advisor

Grade B4

Boarding master
Boarding matron
Bulldozer driver/Operator
Butchery foreman
Cane supervisor 4
Cashier (timber)
Chainsaw mechanic
Chief clerk (timber)
Class 3 semi skilled worker/Handman (timber):
 auto electrician
 boiler fitter
 electrician
 fitter
 mechanic
 plumber
 saw doctor
 turner
 welder
Clerk 5
Combine harvester driver
Confidential secretary
Driver (heavy duty)
Estate Secretary (timber)
Factory foreman
Foreman
Guide (unlicenced)
Lorry driver
Maintenance foreman
Maintenance Operative 4 or all trades tested (Class 2)
Meat Grader
Plant operator
Plantation Supervisor (timber):
 boiler supervisor
 civiculture supervisor
 drymill
 drystore supervisor
 kiln supervisor

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harvesting
extraction supervisor
resin supervisor
sawmill supervisor (timber)
skyline extraction
wetmill supervisor
Sawmill training instructor
Secretary
Security sergeant/supervisor (timber)
Sergeant
Sergeant (scouting and tracking)
Stores supervisor
Supervisor
Timber grading supervisor (timber)
Trading store (timber)
Workshop clerk stores supervisor (timber)
Zone clerk

Grade B5

Cane supervisor 5
Cashier
Class 2 semi skilled worker/Handyman (timber):
auto electrician
boiler fitter
electrician
fitter
mechanic
plumber
saw doctor
turner
welder
Coffee pulper supervisor
Estate secretary (timber)
Factory supervisor
Field supervisor
Lake supervisor
Meat inspector

Quality controller
Section head
Senior foreman
Senior production clerk (Timber)
Senior sergeant
Silk weaver
Supervisor/Senior foreman

Grade C1

Building supervisor
Chef supervisor
Haulage supervisor
Irrigation supervisor
Lab supervisor
Security supervisor
Sergeant supervisor
Transport supervisor
School clerk (finance)

Grade C2

Estate head clerk
Farm clerk
Head supervisor
Maintenance operative 5 or all trades tested (class 1)
Senior maintenance operative

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SECOND SCHEDULE

ALLOWANCES

In addition to basic wage earnings, employers shall provide their employees with the following allowances, subject to the terms of any other enactment or collective bargaining agreement of NEC Agriculture: —

<i>All subsector allowances in the Agricultural Industry</i>	<i>Monthly allowances ZWL \$</i>
<i>Type of allowances</i>	
Transport	Actual cost to be paid by the employer
Accommodation	1,300
Fuel	215
Light	320
Dog handling (for employees who have been required to handle dogs as part of their duty)	5% of employee's basic monthly wage
Firearm (for employees who have been required to handle firearms as part of their duty)	5% of employee's basic monthly wage
Travel and subsistence	Actual cost to be paid by the employer

Furthermore, in instances where an employer and employee in the agricultural industry agree that the employee shall construct, at the premises of the employer, accommodation which the employee will occupy during the tenure of his/her employment, the employer shall pay the employee concerned a once-off accommodation construction allowance which is no less than the employee's basic wages for fourteen days of work at the time of payment.

Other Allowances which may be prescribed by social parties to the Council include but are not limited to:

- Risk/Danger
- Rotational shift work
- Production
- Bicycle

The value of allowances may be adjusted by social parties to the Council from time to time.

THIRD SCHEDULE

GRATUITIES

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

Employees	CITIZEN		EXPATRIATES		TOTAL	
	MALE	FEMALE	MALE	FEMALE		
Number of permanent, seasonal, casual and fixed term contract employees						
Total Basic pay					\$	c
Permanent, seasonal, casual and fixed term contract employees' contribution (2.5% of basic pay)					\$	c
Employers' contribution (2.5% of basic wage bill)					\$	c
Arrears					\$	c
Total contribution (including arrears) to the council					\$	c

I,, declare the information contained herein to be true to the best of my knowledge and I understand that supplying false information herein, whether intentionally or negligently, may result in criminal and/or civil liability.

Signed:..... Capacity:.....

Date:.....

NB:

1. You are required to declare PERMANENT, SEASONAL, CASUAL and FIXED TERM CONTRACT EMPLOYEES that are currently employed by you.
2. Council dues are 5% of the total basic monthly wages/salaries of all employees as per the agreement entered between employer and employee representatives. The employer shall deduct 2.5% of each employee's basic monthly wages/salary and remit these deductions to the Council, together with the employer contribution which will be the balance remaining on the payable dues after employees' contributions. Full remission of the dues shall be done by the employer. Defaulters will be prosecuted.

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3. Please indicate any arrears being paid in the box above. Interest shall apply on all arrears at 10% per annum, accruing daily from the due date of payment to the date of full payment of outstanding dues and interest.
4. Transfer and direct deposits should be made payable to NEC AGRICULTURE. Bank details: Stanbic Bank, Belgravia Branch, Harare Account Number - 9140002333375 OR First Capital Bank, Westgate Branch, Harare Account Number - 21195001103. Nostro Account: Stanbic Bank, Westgate Branch, Harare, Account Number – 9140001452362 Swift Code – SBICZWHXAXXX. Ecocash Merchant code for NEC Agriculture Branches: Harare 281821, Bulawayo 281823, Marondera-281825, Chinhoyi-281827, Mutare-281829, Chiredzi-279948 and Bindura-415435.
5. Proof of payment and the enterprise's payroll summary must be submitted together with the declaration form to NEC Agriculture for reconciliation purposes of your account. (Please quote your Account Number).
6. This return form should be completed in DUPLICATE with other copy to be retained by the employer.

FIFTH SCHEDULE

TRADE UNION DUES/STOP ORDER FORM

FORM 1

GAPWUZ STOP ORDER FORM

14, Sanders House,
Fourth Floor,
Corner First Street Mall and Jason Moyo Avenue,
Harare.

I,, authorise the employer to deduct
\$......as joining fee thereafter 2% of my monthly
salary as Trade Unions dues.

Occupation:

Sex:

Worker's No:

Date Employed:

Region:

Company Address:

.....

In terms of the Labour Act [*Chapter 28:01*] section 54, the company is required to deduct and remit Union Dues at the end of every month to GAPWUZ.

This Stop Order Form shall remain in force until my Union informs my employer of the cancellation thereof on an official form.

Signature: (of member)

Trade Union Officer:

Date:

FORM 2

TRADE UNION DUES/STOP ORDER FORM

Kapenta Workers Union of Zimbabwe,
P.O. Box 77, Gawa,
Kariba.

Name and address of employer

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

Region:.....

I,, authorise my employer to deduct \$..... as joining fee, thereafter.....% of my gross monthly salary/wages as trade union dues.

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Occupation:.....

Grade:.....

Works No:.....

I.D. No:.....

In terms of section 54 of the Labour Act [*Chapter 28:01*], the employer is required to deduct and remit union dues not later than the last day of the month to which deductions relate to the General Secretary of the Kapenta Workers Union of Zimbabwe (KWUZ). This stop order form shall remain in force until my Union informs my employer of the cancellation thereof on an official form.

Signature of member:.....

Signature of witness:.....

Signature of trade union officer:.....

Date:.....

This copy will be kept by the employer.

**NB-The witness must be an employee of the farm that the member is employed on.*

FORM 3

TRADE UNION DUES/STOP ORDER FORM

H.GAPWUZ

HORTICULTURE, GENERAL AGRICULTURE AND
PLANTATION WORKERS UNION OF ZIMBABWE

AFFILIATED TO: ZIMBABWE FEDERATION OF TRADE UNIONS

Registered under the Labour Relations Act

Alfa House Room 4,
P.O Box 3360,
5, Kwame Nkrumah Avenue,
Harare.

Cell: 0712 751 180

Te: 756494, Fax: 756493; 0772 715 431

STOP ORDER FORM

Name of Officer:

We the undersigned employees of

.....
.....

Authorise our employer to deduct from our/my wages on salary the appropriate amounts set out below:

- (a) On the last day of the month in which Stop Order Form is presented to the Employer the sum of \$1.00 being entrance fee.
- (b) Thereafter, on the last day of each succeeding month deduct 2% (Two percent) and remit the same to the Union.
- (c) I/We acknowledge that my/our membership of the Union shall date from month in which Stop Order is presented to my/our employer and shall remain in force until my/our Union informs the employer of cancellation thereof an official form.

SEVENTH SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR THE AGRICULTURAL
INDUSTRY IN ZIMBABWE EMPLOYMENT CODE OF CONDUCT:
DISCIPLINARY CODE AND GRIEVANCE PROCEDURE

INDEX

Section

1. Title.
2. Interpretation.
3. Purpose and Aims of the Code.
4. Application of the Code.
5. Disciplinary Procedure.
6. Grievance Procedure.
7. Internal Appeals.
8. Disciplinary Committee.
9. Grievance Committee.
10. Referral of claims to the National Employment Council for the Agricultural Industry in Zimbabwe.

Appendix

- I. Category and Definition of Offences.
- II. Penalties.
- III. Notification to Attend Disciplinary Hearing.
- IV. Outcome of Disciplinary Hearing.
- V. Referral to Grievance Committee.
- VI. Report of the Grievance Committee.
- VII. Referral of Claim to the National Employment Council for the Agricultural Industry in Zimbabwe.

Title

1. This employment code of conduct may be cited as the National Employment Council for the Agricultural Industry in Zimbabwe Employment Code of Conduct: Disciplinary Code and Grievance Procedure (hereinafter referred to as 'the Code').

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Interpretation

2. In this Code—

- “Act” refers to the Labour Act [*Chapter 28:01*];
- “accused” refers to an employee who is alleged to have committed an offence;
- “Disciplinary Committee” refers to the Disciplinary Committee formed and appointed in terms of section 8 of this Code;
- “disciplinary procedure” refers to the disciplinary procedure set out in section 5 of this Code;
- “grievance” refers to a feeling or belief that an injustice or unfair labour practice has been suffered. It includes complaints which are lodged by employees in relation to their employment situation;
- “Grievance Committee” refers to the Grievance Committee formed and appointed in terms of section 9 of this Code;
- “grievance procedure” refers to the grievance procedure set out in section 6 of this Code;
- “he”, “him” and “his” refer equally to persons who are male and who are not male. The use of these words in this Code shall not be misconstrued to exclude or discriminate against persons who are not male;
- “industry” refers to the agricultural industry;
- “minute taker” refers to an independent person who will record disciplinary hearing or grievance proceedings in writing;
- “offence” refers to an act which constitutes misconduct in the agricultural industry. Offences are listed, defined and categorised in Appendix I of this Code.

Purpose and aims of the Code

3. This Code seeks to provide for—

- (a) the principles governing the conduct and settlement of disciplinary cases and grievances at the work place;
- (b) the investigation of disciplinary cases and grievances in a fair and unbiased manner;
- (c) rights and duties of employers in disciplinary and grievance procedures;
- (d) rights and duties of employees in disciplinary and grievance procedures;

- (e) rights and duties of workers' committees and trade unions in disciplinary and grievance procedures;
- (f) the setting out of offences and penalties within the agricultural industry;
- (g) procedures for the better and uniform handling of disciplinary and grievance matters;
- (h) the fundamental principle of being corrective instead of being punitive in disciplinary matters;
- (i) the prompt settlement of disputes at the work place;
- (j) the promotion of natural justice in disciplinary and grievance procedures; and
- (k) the promotion of good industrial relations at the work place.

Application of the Code

4. (1) This Code shall be binding on all organisations within the agricultural industry.

(2) This Code shall not be misconstrued to preclude an organisation within the agricultural industry from adopting an employment code of conduct which is applicable to the organisation provided that any such code of conduct shall be consistent with this Code. Any organisation's employment code of conduct which is inconsistent with this Code shall be invalid to the extent of such inconsistency.

Disciplinary procedure

5. (1) Where the employer has a reasonable suspicion that an employee has committed an offence, he or she shall cause an investigation to be conducted on the alleged offence provided that—

- (a) the employer may appoint any person to carry out the investigation on the alleged offence on condition that such person shall submit to the employer the findings of his investigation in writing within a reasonable time after the completion of the investigation and further he shall not be biased or have an interest in the matter;
- (b) during the investigation, the accused shall be given the opportunity to answer to allegations of his or her offence in writing and any response given by the accused shall form part of the findings of the investigation;
- (c) the person investigating the alleged offence may question any persons who may be able to provide relevant information on the allegations;

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- (d) the person investigating the alleged offence shall be granted reasonable access to any records of the employer to the extent that access to such records will assist in the investigation; and
- (e) subject to subsection (2), any investigation and disciplinary hearing on the alleged offence of the accused shall be completed within thirty working days of the day on which the investigation commenced.

(2) Where the employer reasonably believes that the alleged offence of the employee may have or may have had the effect of causing serious prejudice to the financial or operational interests of the employer and/or where the employer reasonably believes that the attendance of the employee concerned at work may compromise investigations into the latter's alleged offence, he may suspend the employee with or without pay pending investigations into the alleged offence, provided that—

- (a) the employee concerned shall be informed in writing of his or her suspension, the reasons and duration of the suspension, and any remuneration and benefits he will receive during suspension;
- (b) no employee may be suspended for a period longer than fourteen working days;
- (c) the investigation into the employee's alleged offence and disciplinary hearing, if any, shall be completed within fourteen working days of the start of the employee's suspension or thirty working days of the commencement of the investigation, whichever comes earlier; and
- (d) where the Disciplinary Committee does not hand down a penalty of dismissal at the end of the disciplinary hearing or the employer determines that there shall be no disciplinary hearing upon evaluating the findings of an investigation on the accused's alleged offence, the employee concerned shall be entitled to remuneration for the period during which he was suspended without pay.

(3) Upon conclusion of the investigation, the employer shall evaluate the findings of the investigation and may—

- (a) determine that there are no reasonable grounds to believe that the employee committed an offence. The employer shall lift any suspension on the employee within forty-eight hours of making such a determination; or
- (b) determine that there are reasonable grounds to believe that the employee committed an offence, but the alleged offence is too trivial to warrant

further disciplinary action. In such case, the employer shall lift any suspension on the accused within seventy-two hours of making such determination. Furthermore, the employer may issue a reprimand to the accused where he/she finds such action necessary, provided that such reprimand shall not be noted in the employee's employment record, nor shall the reprimand be equated to any penalty which may be imposed pursuant to a disciplinary hearing; or

- (c) determine that there are reasonable grounds to believe that the employee has committed an offence. Thereupon, the employer shall cause a disciplinary hearing to be conducted on the alleged offence of the employee so that the guilt of the employee, and any appropriate penalty, may be determined therein.

(4) Where the employer has determined that a disciplinary hearing be conducted to hear the matter of an employee's alleged offence, the employer shall give written notice to the Disciplinary Committee, which has been formed and appointed in terms of section 8 of this Code, of:

- (a) the offence that the employee is alleged to have committed;
- (b) the factual background supporting the basis of the allegation;
- (c) any evidence established during the investigation which indicates that the employee committed the offence and of any evidence found during the investigation which may exonerate the employee concerned; and
- (d) the person who shall represent the employer at the disciplinary hearing as complainant.

(5) Where the Disciplinary Committee has received the notice of the employer referred to in subsection (4), the Disciplinary Committee shall—

- (a) schedule a date, time and venue for the disciplinary hearing;
- (b) notify the complainant of the date, time and venue of the disciplinary hearing;
- (c) notify the accused in writing (in the form provided in Appendix III) of the date, time and venue of the disciplinary hearing to be conducted on the accused's alleged offence at least three working days before the date of the disciplinary hearing. In such notice, the Disciplinary Committee shall also inform the accused of—
 - (i) the offence that the accused is alleged to have committed and the factual background supporting the allegation;
 - (ii) any evidence gathered during the investigation which supports allegations of an offence on the part of the accused;

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- (iii) any evidence found during the investigation which may exonerate the accused;
 - (iv) the person who shall act as complainant on the part of the employer at the disciplinary hearing; and
 - (v) the rights referred to in subsection (8) which the accused will have in the course of the disciplinary hearing;
- (d) avail a copy of this Code, whether electronically or in print, to the accused at least three working days before the date of the disciplinary hearing.
- (6) At the commencement of the disciplinary hearing, the Disciplinary Committee shall—
- (a) read the allegations made against the accused;
 - (b) read and explain briefly to the accused the rights listed in subsection (8); and
 - (c) ask the parties if there are any procedural irregularities in the investigation and disciplinary hearing, such as insufficient notice of the proceedings. The Disciplinary Committee shall address and/or take any necessary action to resolve any procedural irregularities raised by the parties before the disciplinary hearing may continue.
- (7) Having addressed and/or resolved any procedural irregularities raised by the parties in terms of subsection (6), the disciplinary hearing may proceed whereupon the Disciplinary Committee shall ask if the accused admits guilt in respect of the alleged offence, provided that—
- (a) where the accused admits guilt, the Disciplinary Committee shall ask the accused to explain the basis for his guilt. Where the Disciplinary Committee is satisfied that the explanation of the accused provides a sufficient basis for guilt, the Disciplinary Committee shall hear aggravating and mitigating factors from the parties and hand down a penalty in line with the provisions of Appendix II. Where the Disciplinary Committee is not satisfied that the explanation of the employee provides a sufficient basis for the accused's guilt, the disciplinary hearing shall proceed as if the accused has not admitted guilt;
 - (b) where the accused does not admit guilt, the disciplinary proceedings shall continue in the following order:
 - (i) the complainant shall provide a summary of the case against the accused employee;

- (ii) the accused shall provide a summary of his or her defence;
- (iii) the complainant shall state and explain in detail the case against the accused;
- (iv) the complainant may call and examine witnesses, who may be cross-examined by the accused;
- (v) when the complainant has presented the case against the accused, and its witnesses, if any, have been examined and cross-examined, the accused shall explain his or her defence in detail;
- (vi) the accused may call and examine witnesses, who may be cross-examined by the complainant;
- (vii) where the complainant and the accused have concluded presenting their cases and there are no further witnesses to be called, the Disciplinary Committee shall deliver a finding on the guilt of the accused, granted that the Disciplinary Committee may adjourn the disciplinary hearing for a period of no longer than twenty-four hours to evaluate all submissions and determine the guilt, if any, of the employee;
- (viii) where the Disciplinary Committee finds that the accused is not guilty of an offence, the Disciplinary Committee shall inform the complainant and the employee of its findings at the disciplinary hearing;
- (ix) where the Disciplinary Committee finds that the accused is guilty of the offence, the Disciplinary Committee shall inform the accused of its finding and the penalty ordinarily applicable for his or her offence in terms of Appendix II. The Disciplinary Committee shall then afford the employee and complainant the opportunity to give mitigating and aggravating factors respectively before handing down a penalty, granted that, upon the request of either party, the Disciplinary Committee may adjourn the disciplinary hearing for no more than two hours to allow the parties to prepare mitigating and aggravating factors, as appropriate. Upon a consideration of the mitigating and aggravating factors, the Disciplinary Committee shall grant an appropriate penalty, granted that the Disciplinary Committee may adjourn the disciplinary hearing for no more than one hour to evaluate all mitigating and aggravating factors and decide on an appropriate penalty;
- (x) the Disciplinary Committee shall, by means of the form supplied in Appendix IV, provide the complainant and the employee with the reasons, in writing, for the Disciplinary Committee's finding and any penalty imposed on the accused

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and the record of the proceedings of the disciplinary hearing, within twenty-four hours of the conclusion of the disciplinary hearing.

(8) In the course of the disciplinary hearing, the employee shall have the right to:

- (a) appear in person to answer to charges made against him or her;
- (b) be heard before an impartial and independent Disciplinary Committee;
- (c) be represented by another employee, a workers' committee member, trade union or legal practitioner on condition that an employee shall bear the expense of being represented by a trade union or legal practitioner and that no person may represent the employee without the latter's consent;
- (d) call, examine and cross-examine witnesses;
- (e) address in mitigation before a penalty is imposed;
- (f) be informed in writing of the reasons for a decision made in and pursuant to a disciplinary hearing; and
- (g) be given a written record of the disciplinary hearing.

(9) The Disciplinary Committee may, during the disciplinary hearing, question the accused, complainant and witnesses to form an understanding of issues presented to the Disciplinary Committee in the disciplinary hearing.

(10) The Disciplinary Committee may summon any employee of the employer to a disciplinary hearing where such employee may provide testimony on matters before the Disciplinary Committee, provided that the Disciplinary Committee, complainant and accused may examine or cross-examine the summoned employee on his/her testimony.

(11) Disciplinary hearings shall not be open to the public unless the Disciplinary Committee finds that it is just and equitable to open the proceedings to the public and the employer and accused consent expressly and in writing for the hearing to be open to the public.

(12) No disciplinary hearing may be conducted more than once in respect of the same cause of action, provided that an Appeal Authority and the National Employment Council for the Agricultural Industry in Zimbabwe may remit an issue for hearing before the Disciplinary Committee.

(13) No employee may be suspended without pay where an investigation is launched for a second or subsequent time in respect of the same cause of action.

Grievance procedure

6. (1) An employee who believes that he has been subject to an unfair labour practice or unfair treatment in the workplace shall refer such grievance to the employer. Within four days of the referral, the employer shall resolve the grievance or adopt remedial measures to progressively address the grievance.

(2) If the grievance referred to in subsection (1) remains unresolved within four days of its referral or the employee is not satisfied with the employer's resolution or the remedial measures adopted by the employer, the employee shall, in the form supplied in Appendix V, refer the matter to the Grievance Committee which has been appointed and constituted in terms of section 9 of this Code.

(3) The Grievance Committee will investigate referred grievances and may, in its investigation, interview all parties involved and any witnesses to the matter.

(4) In the course of its investigation, the Grievance Committee shall be entitled to reasonable access of any records held by the employer to the extent that such access will assist in its investigation.

(5) The Grievance Committee may call parties who are relevant to the grievance, including the aggrieved parties, any employees implicated in the grievance and any witnesses, to a hearing where the Grievance Committee may question the parties and may attempt to mediate the matter.

(6) Within fifteen calendar days of the matter's referral, the Grievance Committee shall submit to the aggrieved employee and the employer a report, in the form of Appendix VI, containing its findings and recommended actions to resolve the grievance or similar future grievances.

(7) Within three working days of receiving the report from the Grievance Committee, the employer shall determine the parts of the Grievance Committee's recommended actions to be adopted, including the recommended actions to be adopted with modification, and shall inform the employee who referred the grievance and the Grievance Committee in writing of the actions adopted by the employer and, where applicable, the reasons for which some actions recommended by the Grievance Committee have not been adopted or shall be adopted with modification.

(8) The parts of the Grievance Committee's report which were adopted by the employer shall be binding, as modified, on the employer's enterprise.

(9) An employee may be represented in the grievance procedure by a fellow employee, a workers' committee member, a trade union or a legal practitioner provided that the employee shall bear the expense of being represented by a

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trade union or legal practitioner and that no person may represent the employee without the latter's consent.

Internal appeals

7. (1) Any organisation within the agricultural industry may, by means of an employment code of conduct or other collective bargaining agreement, establish its own internal appeal process by which:

- (a) an employee may appeal a decision made by the Disciplinary Committee in the course of a matter where the employee was the accused or on the guilt of the employee; or
- (b) an employee may seek a review of procedures undertaken in respect of a matter involving an offence which was committed or alleged to have been committed by the employee; or
- (c) an employee may appeal the decision made by the Grievance Committee on the grievance of the employee or in the course of handling, investigating or hearing a grievance raised by the employee; or
- (d) an employee may seek a review of procedures undertaken in respect of a grievance raised by the employee; or
- (e) an employee may seek an appeal of the employer's determination of the parts of the recommendations of the Grievance Committee which shall be binding on the employer's enterprise.

(2) Any employment code of conduct or other collective bargaining agreement establishing an internal appeal process in terms of subsection (1) shall provide for—

- (a) the establishment and composition of an Appeal Authority which shall be responsible for adjudicating internal appeals and ensuring compliance with appeal procedures provided in the appropriate employment code of conduct or other collective bargaining agreement;
- (b) the procedures to be followed for an internal appeal to be sought and disposed of;
- (c) the notification to the employee concerned and the employer of the commencement of internal appeal proceedings;
- (d) the right of the employee concerned to be heard by the Appeal Authority referred to in paragraph (a) before any decision on the appeal is made;

- (e) the discretion of the Appeal Authority referred to in paragraph (a) to vary, set aside or substitute any decision taken by the Disciplinary Committee and Grievance Committee;
- (f) the discretion of the Appeal Authority referred to in paragraph (a) to vary, set aside or substitute any determination of the employer on the parts of the recommendations of the Grievance Committee which shall be binding on the organisation;
- (g) the discretion of the Appeal Authority referred to in paragraph (a) to remit an issue to the Disciplinary Committee or Grievance Committee, as appropriate;
- (h) the discretion of the Appeal Authority referred to in paragraph (a) to remit to the employer an issue concerning a determination on the parts of the recommendations of the Grievance Committee which shall be binding on the organisation;
- (i) the limitation on the Appeal Authority referred to in paragraph (a) from imposing a penalty more severe than that imposed by the Disciplinary Committee; and
- (j) a written record or summary to be made of any appeal and/or review proceedings, and decisions taken pursuant thereto, which record or summary shall be made at the time such proceedings and decisions are taken and shall be provided timeously to the employer and employee.

(3) No employment code of conduct or other collective bargaining agreement establishing internal appeal processes in terms of subsection (1) shall provide for more than two internal appeal processes in respect of the same matter.

(4) An employee may seek an internal appeal within seven days of the issuance of a decision by the Disciplinary Committee or the employer's indication of the parts of the Grievance Committee's report to be binding on the enterprise, as applicable.

(5) The Appeal Authority shall dispose of internal appeals within fourteen days of the employee seeking an appeal.

Disciplinary Committee

8. (1) Where the employer has determined that a disciplinary hearing be conducted to hear the matter of an employee's alleged offence, he shall notify the employee and the workers' committee, if existent, in writing of such determination and thereafter, a Disciplinary Committee shall be formed and appointed to:

- (a) preside over the disciplinary hearing;

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- (b) ensure that the disciplinary hearing is conducted in a manner consistent with the provisions of this Code;
 - (c) perform any functions assigned to the Disciplinary Committee in terms of this Code; and
 - (d) perform any duties incidental to the functions of the Disciplinary Committee.
- (2) Upon the notice of the employer referred to subsection (1), the Disciplinary Committee shall be formed and appointed as follows:
- (a) in an organisation which has a workers' committee, the Disciplinary Committee shall constitute of two persons appointed by the employer and two employees appointed by the workers' committee. The employer shall appoint a member of the Disciplinary Committee to be the Chairperson of the Disciplinary Committee;
 - (b) in an organisation without a workers' committee or where the workers' committee declines to appoint any members of the Disciplinary Committee, the Disciplinary Committee shall constitute of one person appointed by the employer and an employee appointed by the accused, provided that if the accused declines to appoint a member of the Disciplinary Committee, the employer shall appoint a person to act as the second member of the Disciplinary Committee. Where the Disciplinary Committee is formed and appointed in terms of this paragraph, the employer shall appoint one member of the Disciplinary Committee to act as the Chairperson of the Disciplinary Committee.
- (3) The Chairperson of the Disciplinary Committee shall ensure that the Disciplinary Committee performs its duties in line with this Code and shall be the principal presiding officer of the disciplinary hearing.
- (4) Any action or decision to be taken at the discretion of the Disciplinary Committee shall be properly taken where it aligns with the views of the majority of the members of the Disciplinary Committee and where there is no majority view, the views of the Chairperson of the Disciplinary Committee shall triumph and be taken to represent the action or decision of the Disciplinary Committee.
- (5) The Disciplinary Committee may appoint a person with no bias or interest in the disciplinary matter to act as minute-taker. Such minute-taker shall attend the disciplinary hearing and record the proceedings in writing. The written record prepared by the minute-taker shall be presented to the Disciplinary Committee promptly upon the conclusion of the disciplinary hearing.

(6) Where a member of the Disciplinary Committee vacates the position, either through death or resignation from the Disciplinary Committee:

- (a) the provisions of subsection (2) shall apply with necessary changes in the appointment of another person to replace the member who has vacated the position; and
- (b) no process of the disciplinary procedure shall be set aside or repeated for the reason that a person appointed as member of the Disciplinary Committee vacated the position or that there was a person appointed as member of the Disciplinary Committee in the stead of another who vacated the position, unless the Disciplinary Committee, upon hearing submissions of the accused and employer, determines that it is in the interests of justice for a process to be set aside or repeated.

Grievance Committee

9. (1) Where an employee intends to refer a grievance to the Grievance Committee in terms of section 6, the employee shall notify the employer and the workers' committee, if any, of such intent and thereafter, the Grievance Committee shall be formed and appointed to perform any functions assigned to the Grievance Committee in terms of this Code and any duties incidental thereto.

(2) Upon notice of the employee in terms of subsection (1), the Grievance Committee shall be formed and appointed as follows:

- (a) in an organisation which has a workers' committee, the Grievance Committee shall constitute of two persons appointed by the employer and two employees appointed by the workers' committee. The employer shall appoint a member of the Grievance Committee to be the Chairperson of the Grievance Committee;
- (b) in an organisation without a workers' committee or where the workers' committee declines to appoint members of the Grievance Committee, the Grievance Committee shall constitute of one person appointed by the employer and an employee appointed by the aggrieved employee, provided that if the aggrieved employee declines to appoint a member of the Grievance Committee, the employer shall appoint a person to act as the second member of the Grievance Committee. Where the Grievance Committee is formed and appointed in terms of this paragraph, the employer shall appoint one member of the Grievance Committee to act as the Chairperson of the Grievance Committee.

(3) The Chairperson of the Grievance Committee shall ensure that the Grievance Committee performs its duties in line with this Code and shall act as the principal presiding officer of any hearings which are conducted.

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(4) Any action or decision to be taken at the discretion of the Grievance Committee shall be properly taken where it aligns with the views of the majority of the members of the Grievance Committee and where there is no majority view, the views of the Chairperson of the Grievance Committee shall triumph and be taken to represent the action or decision of the Grievance Committee.

(5) The Grievance Committee may appoint a person with no bias or interest in the matter before it to act as minute-taker of any hearings conducted by the Grievance Committee. Such minute-taker shall attend the hearing and record the proceedings in writing. The written record prepared by the minute-taker shall be presented to the Grievance Committee promptly after the conclusion of the hearing.

(6) Where a member of the Grievance Committee vacates the position, either through death or resignation from the Grievance Committee:

- (a) the provisions of subsection (2) shall apply with necessary changes in the appointment of another person to replace the member of the Grievance Committee who has vacated the position; and
- (b) no process of the grievance procedure shall be set aside or repeated for the reason that a person appointed as member of the Grievance Committee vacated the position or that there was a person appointed as member of the Grievance Committee in the stead of another who vacated the position, unless the Grievance Committee, upon hearing submissions of the employer and the employee who raised the grievance, determines that it is in the interests of justice for a process to be set aside or repeated.

*Referral of claims to the National Employment Council for the Agricultural
Industry in Zimbabwe*

10. (1) An employee may lodge a claim against his/her employer at the National Employment Council for the Agricultural Industry in respect of any matters over which the Council has jurisdiction in terms of the Labour Act, including claims of unfair dismissal and unfair labour practices.

(2) No claim which has prescribed in terms of the Act may be lodged at the National Employment Council for the Agricultural Industry in Zimbabwe.

(3) An employee may lodge a claim in terms of subsection (1) by completing, and submitting to the National Employment Council for the Agricultural Industry in Zimbabwe, the form provided in Appendix VII and/or any other form which

may be prescribed by the National Employment Council for the Agricultural Industry in Zimbabwe.

(4) The National Employment Council for the Agricultural Industry in Zimbabwe shall redress, or attempt to redress, all matters referred in terms of this section and may, in doing so, require parties to make oral and/or written submissions.

APPENDIX I

CATEGORY AND DEFINITION OF OFFENCES

The offences in the agricultural industry are listed, defined and categorised as hereunder:

Category I

MINOR OFFENCES

1. "Absence from workplace without authority or reasonable excuse" which means: Departure from one's workplace or working station without authority or reasonable cause.
2. "Absenteeism" which means: Absence from work without the consent of the employer for one day or two consecutive days without reasonable excuse.
3. "Improperly calling a meeting of employees" which means: Calling for a meeting of employees during working hours provided that an employee who receives approval from the employer to hold a meeting of employees during working hours for the purposes of electing members of the workers' committee or for any other cause will not be guilty of this offence.
4. "Poor time-keeping" which means
 - (a) reporting late for work; or
 - (b) leaving work early; or
 - (c) extended or unauthorised breaks during working hours.
5. "Unsatisfactory work performance" which means:
 - (a) failure to carry out work to the required standard without reasonable excuse; or
 - (b) failure without reasonable cause to complete tasks set; or
 - (c) performance of a task or duty without exercising due care and attention; or
 - (d) deliberate laziness/deliberately avoiding work.

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Category II

MODERATE OFFENCES

1. Disobeying safety and/or hygienic rules including failure to put on provided personal protective equipment which means:
 - (a) failure to adhere to safety and hygiene rules; or
 - (b) refusal to wear and/or use personal protective clothing and/or equipment.
2. Disorderly and/or undisciplined behaviour which means:
 - (a) engagement in rough or unruly behaviour in the workplace or in the course of one's duties; or
 - (b) insubordination which has not caused nor has the potential to cause material prejudice to the employer; or
 - (c) insolence to the employer; or
 - (d) causing or threatening to cause harm to fellow employees/employer/enterprise's customers; or
 - (e) dissolute behaviour.
3. Disregard for standard rules or procedures of the employer which means: Failure to comply with standard rules or procedures of the employer expressed or implied in the contract of employment.
4. "Use of provocative and/or abusive language" which means: Uttering of any inflammatory words showing ridicule, hatred or contempt for any person or group of persons.

Category III

SEVERE OFFENCES

1. "Breach of confidentiality with no adverse effects to the employer" which means: Unauthorised disclosure of confidential information regarding the employer's agricultural processes and procedures, or any other confidential information regarding the employer's enterprise, without adversely affecting the employer or without causing a significant risk of material prejudice to the employer.
2. "Intoxication" which means: Reporting for duty under the influence of alcohol or non-prescribed recreational drugs.
3. "Loss of or damage to the employer's property as a result of negligence" which means: Negligent loss of or damage to the employer's property with no satisfactory explanation for such loss.

4. "Misuse of employer's property for personal gain" which means: Intentional and wrongful use of employer's property for personal material or financial gain in a manner which is contrary to the purpose of the property.
5. "Severe Absenteeism" which means: Absence from work without the consent of the employer for 3-4 consecutive working days without reasonable excuse.
6. "Sleeping on duty" which means: Sleeping during the employee's working hours.
7. "Smoking in a prohibited area" which means: Smoking in an area where smoking is not permitted.

Category IV

EXTREME OFFENCES

1. "Absence from duty for a period of five or more consecutive working days without reasonable excuse or authority" which means: Absence without authority and reasonable cause for a period of five (5) or more consecutive working days.
2. "Any conduct inconsistent with the fulfilment of the express or implied terms of his/her employment contract" which means: Any conduct which goes against the express or implied terms of the employment contract, and which results in an irreparable breakdown of the employer-employee relationship, provided that an employee may only be guilty of this offence where his/her impugned conduct may not be characterised as any other offence.
3. "Assault" which means: Application of force, including attempted application of force, on the person of the employer, another employee or other person, with intent to cause bodily harm, while on the employer's premises or during the course of one's duties.
4. "Fraud" which means: Deceitful misrepresentation to the employer, another employee, or a customer of the employee with intention to cause another person to act upon the misrepresentation to his/her prejudice or with knowledge that there is a material possibility that another person may act upon the misrepresentation to his prejudice.
5. "Gross incompetence or inefficiency in the performance of his/her work" which means: Inability to do the work with the level of skill and speed required by one's work, which causes material prejudice to the employer.
6. "Gross negligence" which means: Negligent failure to take reasonable care in the performance of one's duties to avoid acts or omissions which may

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be reasonably foreseen to cause a likelihood of substantial loss, danger or injury.

7. “Habitual and substantial neglect of duty” which means: Frequent neglect of one’s duties, which causes or may cause substantially material prejudice to the employer.
8. “Illegal industrial action” which means: Participation in an unlawful strike and/or incitement by the employee for other employees to take part in an illegal strike.
9. “Incitement to violence” which means: Incitement by an employee for another employee or person to use violence in any situation at the workplace.
10. “Intoxication that renders the employee incapable of performing his/her duties properly” which means: Being under the influence of alcohol or non-prescription drugs to an extent where the intoxicated employee is unable to perform his/her duties satisfactorily.
11. “Lack of skill which the employee expressly or impliedly held himself/herself out to possess” which means: Failure to perform duties due to lack of skills or training which the employee indicated or implied that he possessed.
12. “Prejudicial misuse of employer’s property for personal gain” which means: Intentional and wrongful use of employer’s property for personal material or financial gain in a manner which is contrary to the purpose of the property and which causes or risks material prejudice to the employer.
13. “Sabotage” which means: Any illegal or malicious action that interferes with the normal business operations of the employer or wilfully making false statements at investigations relating to work related matters.
14. “Sexual harassment” which means: Unwelcome sexual behaviour towards the employer, another employee, or customer of the employer, whether verbal or otherwise, such as making physical advances or sexually coloured remarks.
15. “Theft” which means: Intentional and wrongful taking of property with knowledge of the fact, or of the material possibility, that the employer, another employee, or a customer of the employer is entitled to own, possess, or control the property. Employees who attempt theft shall be guilty of this offence.
16. “Wilful and unlawful damage or destruction of the employer’s property” which means: Intentional and wrongful destruction or damage to the employer’s property.

17. “Wilful disobedience to a lawful order given by the employer” which means: Intentional and wrongful refusal/failure to carry out a lawful and reasonable order given by an employer.
18. “Wrongful Intimidation” which means: Intentionally and wrongfully forcing, or attempting to force, the employer or another employee to act against his will with threats of financial, professional, reputational, physical or other harm.

APPENDIX II

PENALTIES

1. The maximum penalties which may be imposed by the Disciplinary Committee for each offence are provided in Table A hereunder. Subject to any other provision of this Code and upon a consideration of aggravating and mitigating circumstances such as the employee’s disciplinary record, work performance and personal circumstances, the Disciplinary Committee may impose a lesser penalty.
2. Penalties which may be imposed are, in increasing order of severity:
 - (a) verbal warning which shall lapse forthwith after three months of the date of its imposition;
 - (b) first written warning which shall lapse forthwith after six months of the date of its imposition;
 - (c) second written warning which shall lapse forthwith after nine months of the date of its imposition;
 - (d) final written warning which shall lapse forthwith after twelve months of the date of its imposition;
 - (e) dismissal.
3. Where the penalty of a verbal warning is imposed, no record of the verbal warning will be kept in the employment file of the employee and the Disciplinary Committee shall verbally inform the employee concerned before two witnesses that:
 - (a) the employee should refrain from committing further offences to avoid further penalties;
 - (b) the verbal warning shall lapse forthwith after three months of its imposition;
 - (c) a repetition of the same offence or commission of an offence of the same category as that of his current offence before the lapse of the verbal warning may result in the imposition of a more severe penalty.

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4. Where the penalty of a first, second or final written warning is imposed, the Disciplinary Committee shall inform the employee concerned in writing, using the form provided as Appendix IV:
 - (a) that the employee should refrain from committing further offences to avoid further penalties;
 - (b) of the date on which the warning shall lapse;
 - (c) that a repetition of the same offence or commission of an offence of the same category as that of his/her current offence before the lapse of the warning may result in the imposition of a more severe penalty.
5. A copy of the first, second and final written warnings will be retained in the employee's record of employment for no less than three years.
6. An employee shall be considered to have committed a first offence where:
 - (a) the employee has not previously committed the offence of which he/she has been found guilty and further the employee has not previously committed an offence of the same category as that of the offence of which he/she has been found guilty; or
 - (b) penalties which were imposed on the employee for previous commissions of the offence of which he/she has been found guilty or for previous commissions of an offence of the same category as that of the offence of which he/she has been presently found guilty have lapsed.
7. An employee shall be considered to have committed a second offence where the penalty which was imposed on the employee in respect of the first offence has not lapsed on the day on which the employee is found guilty of the same offence as his/her first offence or on which the employee is found guilty of an offence of the same category as that of his/her first offence. The penalty which was imposed in respect of the first offence shall lapse forthwith upon the imposition of a penalty in respect of the second offence.
8. An employee shall be considered to have committed a third offence where the penalty which was imposed on the employee in respect of the second offence has not lapsed on the day on which the employee is found guilty of the same offence as his/her second offence or on which the employee is found guilty of an offence of the same category as that of his/her second offence. The penalty which was imposed in respect of the second offence shall lapse forthwith upon the imposition of a penalty in respect of the third offence.
9. An employee shall be considered to have committed a fourth offence where the penalty which was imposed on the employee in respect of the third

offence has not lapsed on the day on which the employee is found guilty of the same offence as his/her third offence or on which the employee is found guilty of an offence of the same category as that of his/her third offence. The penalty which was imposed in respect of the third offence shall lapse forthwith upon the imposition of a penalty in respect of the fourth offence.

10. An employee shall be considered to have committed a fifth offence where the penalty which was imposed on the employee in respect of the fourth offence has not lapsed on the day on which the employee is found guilty of the same offence as his/her fourth offence or on which the employee is found guilty of an offence of the same category as that of his/her fourth offence.
11. For the avoidance of doubt, an employee may be subject to different verbal and first, second and final written warnings which have not lapsed in respect of offences of different categories.
12. Demotion shall not be used as a penalty for any offence except in instances where the employee is unable to meet the requirements of his/her present job and may be reasonably expected to be suitable for continued employment in a lower capacity. No employee may be demoted to a grade lower than that from which he/she was last promoted or the next lower grade where the employee has not been previously promoted.
13. An Appeal Authority shall be bound by this Appendix in the determination of a penalty, and any functions and responsibilities assigned to a Disciplinary Committee in terms of this Appendix shall apply, with necessary changes, to the Appeal Authority provided that the Appeal Authority may not impose a more severe penalty than that imposed by the Disciplinary Committee.

Table A: Table of Penalties

	1st OFFENCE	2nd OFFENCE	3rd OFFENCE	4th OFFENCE	5th OFFENCE
Category I - MINOR OFFENCES	Verbal Warning	1st Written warning valid for 6 months	2nd Written warning valid for 9 months	Final Written warning valid for 12 months	Dismissal
Category II - MODERATE OFFENCES	1st Written warning valid for 6 months	2nd Written warning valid for 9 months	Final Written warning valid for 12 months	Dismissal	—
Category III - SEVERE OFFENCES	Final written warning valid for 12 months	Dismissal	—	—	—
Category IV - EXTREME OFFENCES	Dismissal	—	—	—	—

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APPENDIX III

NOTIFICATION TO ATTEND DISCIPLINARY HEARING

Name of Employee: _____

Name of Employer: _____

Job Title: _____

You are required to appear at a disciplinary hearing on:

Date: _____ Time: _____

Venue: _____

You are alleged to have committed the following offence(s) in terms of Appendix II of the National Employment Council for the Agricultural Industry in Zimbabwe Employment Code of Conduct: Disciplinary Code and Grievance Procedure:

Brief description of basis of alleged offence (including date and place of alleged offence):

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Brief description of evidence gathered during investigation supporting allegations of offence:

Brief description of evidence which was found during the investigation and which may indicate that you are not guilty:

In the course of the disciplinary hearing, you shall have the right to:

- (a) appear in person to answer to charges made against you;
- (b) be heard before an impartial and independent Disciplinary Committee;
- (c) be represented by another employee, a workers' committee member, trade union or legal practitioner on condition that you shall bear the expense of being represented by a trade union or legal practitioner and that no person may represent you without your consent;
- (d) call, question and cross examine witnesses;
- (e) address in mitigation, if found guilty, before a penalty is imposed;
- (f) be informed of the reasons for a decision made in and pursuant to a disciplinary hearing.
- (g) be given a written record of the disciplinary hearing.

You are further notified that _____ shall act as complainant representing the employer at the disciplinary hearing.

You shall be availed a copy of the National Employment Council for the Agricultural Industry in Zimbabwe Employment Code of Conduct: Disciplinary

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Code and Grievance Procedure, whether electronically or in print, to the employee at least three working days before the date of the disciplinary hearing.

If you wish to appoint a Workers Committee, Trade Union member or Legal Practitioner as a representative or any other witness to attend the hearing, you should arrange for them to be present at the hearing.

Signed: _____ Date: _____
(Chairperson of the Disciplinary Committee)

Received: _____ Date: _____
(Employee's Signature)

APPENDIX IV

OUTCOME OF DISCIPLINARY HEARING

Name of Employee: _____

Employee's Job Title: _____

Name of Employer: _____

Name of Complainant: _____

The Disciplinary Committee has found that the employee is guilty of the following offences (Please state "None" where the employee is not guilty of any offences advanced against him/her):

The Disciplinary Committee has found that the employee is not guilty of the following charges (Please state "None" where the employee is guilty of all offences advanced against him/her):

The Disciplinary Committee has determined that the employee is guilty or not guilty of the offences listed above for the following reasons:

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*Employees who receive a penalty other than dismissal are hereby informed that:

- (a) They should refrain from committing further offences to avoid further penalties.
- (b) A repetition of the same offence or commission of an offence of the same category as those of their current offence before the lapse of the warning may result in the imposition of a more severe penalty.

*The written record of the disciplinary hearing is annexed hereto.

Declaration by Chairperson of the Disciplinary Committee

I, _____ in my capacity as Chairperson of the Disciplinary Committee declare the above to be the determination of the Disciplinary Committee and affix my signature hereunder.

Chairperson – Disciplinary Committee

Date

ACKNOWLEDGEMENT OF RECEIPT

The employer, employee and complainant shall each receive two copies of this form. Upon receipt, each party shall complete the acknowledgement of receipt below and return one copy with a completed acknowledgement of receipt to the Disciplinary Committee for record purposes.

I, _____, in my capacity as employer/employee/complainant acknowledge that I have duly received the Outcome of the Disciplinary Hearing.

(Signature)

Date

APPENDIX V
REFERRAL TO GRIEVANCE COMMITTEE
TO BE COMPLETED BY THE EMPLOYEE

Name of Employee: _____

Name of Employer: _____

Job Title of Employee: _____

State precisely what you are unhappy about:

Have you brought the matter to the attention of the employer?

YES

NO

If you answered YES above, please state when you brought the matter to the employer and what steps, if any, were taken by the employer to resolve your grievance.

What do you suggest as the best ways of addressing the matters?

Signed _____ Date _____
Employee

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ACKNOWLEDGEMENT OF RECEIPT

The Grievance Committee shall receive two copies of this form. Upon receipt of this form, a member of the Grievance Committee shall complete the acknowledgement of receipt below and return one copy with a completed acknowledgement of receipt to the employee for record purposes.

I, _____, in my capacity as member of the Grievance Committee acknowledge that I have duly received the Referral to Grievance Committee form.

(Signature)

Date

APPENDIX VI

REPORT OF THE GRIEVANCE COMMITTEE

NB: FORM TO BE COMPLETED BY GRIEVANCE COMMITTEE

Name of Employee with grievance: _____

Name of Employer: _____

Job Title of Employee: _____

Please give details of the grievance lodged by the employee:

Has the grievance been resolved YES NO

If employee grievance was resolved:

When was the grievance resolved? Date: _____

How was the grievance resolved?

What steps, if any, does the Grievance Committee recommend be taken to avoid similar employee grievances in the future?

If the employee grievance was not resolved:

What are the findings of the Grievance Committee on the grievance raised by the employee, including the legitimacy of the grievance?

What steps, if any, does the Grievance Committee recommend be taken to resolve the employee's grievances?

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Declaration by Chairperson of the Grievance Committee

I, _____, in my capacity as Chairperson of
the Grievance Committee declare the above to be the report of the Grievance
Committee and affix my signature hereunder.

Chairperson – Grievance Committee

Date

ACKNOWLEDGEMENT OF RECEIPT

The employer and employee shall each receive two copies of this form. Upon
receipt, each party shall complete the acknowledgement of receipt below and
return one copy with a completed acknowledgement of receipt to the Grievance
Committee for record purposes.

I, _____, in my capacity as
employer/employee acknowledge that I have duly received the Report of the
Grievance Committee.

(Signature)

Date

APPENDIX VII

**REFERRAL OF CLAIM TO THE NATIONAL EMPLOYMENT COUNCIL
FOR THE AGRICULTURAL INDUSTRY IN ZIMBABWE**

N.B. This form shall be completed in duplicate, with the National Employment Council for the Agricultural Industry in Zimbabwe receiving one copy and the claimant retaining one copy date-stamped by the National Employment Council for the Agricultural Industry in Zimbabwe.

Date.....

1. Employee details:

Name: Gender:.....

Address:
.....

Phone Number: Email:.....

2. Employer details:

Name:

Address:
.....

Phone Number:..... Email:.....

3. Contract

(a) Regulations Agriculture

(b) Commenced

(c) Terminated

(d) Nature of work

(e) Type of contract

(f) Wage Per week/two weeks/month

4. Allegations:

(i)

(ii)

(iii)

(iv)

(v)

Signature:..... I.D No:

ARRANGEMENT OF SECTIONS

Section

1. Title and period of operation.
2. Application.
3. Interpretation.
4. Grading and wages.
5. Hours of work.
6. Short time.
7. Conversion of rates.
8. Payment of overtime.
9. Payment for night driving and night omnibus conducting.
10. Deductions.
11. Payment of wages.
12. Piecework, taskwork, and work on a ticket system.
13. Incentive production scheme.
14. Special provisions: taxi-drivers.
15. Special provisions: Casual employees.
16. Subsistence allowances.
17. Vacation leave.
18. Special leave.
19. Maternity leave.
20. Industrial holidays.
21. Benefits during sickness.
22. Contract and notice.
23. Continuous service.
24. Record of service.
25. Personal protection equipment (PPE) and security identity cards.
26. Gratuities on termination of employment.
27. Copy of collective bargaining agreement and notice.

Section

28. Private work.
29. Council dues and penalties.
30. Exemptions.
31. Administration.
32. Registration of employers.
33. Declaration.

FIRST SCHEDULE: Grading and wages. (Part I–III).

SECOND SCHEDULE: Gratuities.

THIRD SCHEDULE: Driver’s logbook.

FOURTH SCHEDULE: Form of notice.

FIFTH SCHEDULE: Casual employees.

SIXTH SCHEDULE: Employment code of conduct.

Seventh Schedule: Special/compassionate leave.

EIGHTH SCHEDULE: Application to engage an employee in a lower grade.

NINTH SCHEDULE: Appeal form against the decision of exemptions and Deregistration Sub-Committee.

TENTH SCHEDULE: NECTOI levy return form.

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 replaces the agreement published in Statutory Instrument 26 of 2017. This agreement was registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR THE TRANSPORT
OPERATING INDUSTRY
COLLECTIVE BARGAINING AGREEMENT: TRANSPORT
OPERATING INDUSTRY

This collective bargaining agreement was made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*] between the Transport Operators' Association of Zimbabwe (hereinafter referred to as "the employers' organisation"), of the one part, and the Transport and General Workers' Union (hereinafter referred to as "the employees" or "the trade union"), of the other part, being parties to the National Employment Council for the Transport Operating Industry, to lay down conditions of service in the Transport Operating Industry of Zimbabwe.

Title and period of operation

1. (1) This agreement shall be cited as the Transport Operating Industry Collective Bargaining Agreement, hereinafter referred to as the CBA.

(2) This agreement, in terms of section 80 of the Act, shall operate from the first day of the month following the date it is signed and be operative until it is renegotiated.

Application

2. (1) This agreement shall apply to—

- (a) the employers and the employees in the Transport Operating Industry (hereinafter referred to as "the industry"), who are members of the employers' organisation and "the trade union", respectively, in the area of Zimbabwe; and
- (b) all other employees and employers in the industry in Zimbabwe.

(2) No employer or employee may waive any provision of the 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 except where there is an incentive production scheme in terms of section 13 of this Agreement. 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 any reference to the masculine also refers to the feminine—

- “Act” means the Labour Act [Chapter 28:01] as amended;
- “accounting supervisor” means an employee in charge of the accounts section and performing work up to trial balance and checks work done by clerks in the department;
- “accounts clerk” means an employee in the accounts department who does reconciliation of information in terms of hours worked, invoicing, banking and related duties;
- “analysis clerk” means an employee who analyses waybills and other documents;
- “artisan/journeyman” means an employee who is a holder of a journeyman registration certificate issued by a National Industrial Council, and recognised by the Registrar of Apprenticeship and Skilled Manpower;
- “arrivals controller” means an employee who records the arrival time for drivers and collects and verifies the documentation for onward transmission to the business manager;
- “assistant fleet controller” means an employee who allocates duties to vehicles and monitors their movement under the supervision of a fleet controller;
- “assistant hub operator” means an employee who enters all collected and delivered goods information into the computer system;
- “bookkeeper” means an employee responsible for debt reconciliation, bank reconciliation, updating cashbooks and prepares management accounts and reports;
- “book out clerk” means an employee who checks vehicles in and out of a depot by ensuring that all the necessary paperwork is in order;

- “border clerk” means an employee stationed at a border post who makes sure that all the documentation is in order for submission to clearing agents and that the requirements of ZIMRA are met when vehicles leave and return to Zimbabwe and may include the making of appropriate payments;
- “brake shoe reliner” means an employee who checks, maintains and replaces the brake linings on company vehicles;
- “bus driver” means an employee who drives a bus as defined by the Road Traffic Act [*Chapter 13:11*];
- “buyer” means an employee who sources spares and materials for the enterprise;
- “C and D driver” means an employee who assists in the collection and distribution of materials or spare parts using a van or truck and checking them against consignment notes and may include the making and receiving of payments;
- “C and D tricycle messenger”, means an employee who assists in the unloading and distribution of small parcels, envelopes, etc. and checking them against consignment notes; sorting, checking and loading them into a tricycle container; delivering and collecting these items and arranging appropriate receipts for cash or goods;
- “calendar month” means the period commencing on the first day of a month and ending on the last day of that month;
- “canteen assistant/scullion” means an employee performing general cleaning duties and assisting in other duties in the canteen;
- “canteen cook” means an employee who prepares meals as required including, where appropriate, the writing of requisitions for ingredients needed;
- “cash collection superintendant” means an employee who supervises cashiers;
- “Cashier” means an employee who works in a cash office and receives cash payments on behalf of the company;
- “casual employee” means an employee whose engagement

- is for a period of not more than six weeks in any four consecutive months;
- “casual work” means work for which an employee is engaged by an employer for not more than a total of six weeks in any four consecutive months;
- “charge-hand” means a working tradesman with a supervisory responsibility over his or her workmates but is below the foreman;
- “checker” means an employee who checks incoming and outgoing goods at a freight shed or warehouse;
- “chief wages clerk” means an employee who over and above the duties of a wages clerk, supervises and monitors the preparation and payments thereof;
- “claims and investigations clerk” means an employee performing the tasks of receiving invoices, discrepancy reports and damage claims from depots or customers, investigating damaged and lost goods and writing reports on the cause of damage to customers;
- “claims officer” means an employee who registers and processes claims lodged by customers in respect of damaged or missing goods;
- “cleaner/tea maker” means an employee who prepares tea as required and is engaged in general cleaning duties;
- “clerk” means an employee engaged in duties such as writing, filing, compiling attendance registers and employment records;
- “coach driver” means an employee who drives luxurious buses and has training in customer care;
- “conductor” means an employee who issues tickets on behalf of the employer on an omnibus or at a terminus or any other location and is responsible to the employer for money, inclusive of travel documents received in respect of all issued tickets;
- “continuous service” means, subject to the provisions of section 23, the total period of unbroken service of an employee with an employer;

- “contract employee” means an employee who is engaged for a specific period, task, or project;
- “Council” means the National Employment Council for the Transport Operating Industry;
- “crane operator” means an employee who uses a crane to load and offload cargo;
- “creditors clerk” means an employee who verifies charges from suppliers in respect of official procedures, prepares payment vouchers, allocates the vouchers in accordance with the coding manual, prepares input documents to adjust balances in the accounts payable ledger and undertakes queries in relation to creditors;
- “crushing machine operator” means an employee who operates and adjusts an engine/electric belt driven machine/mill which crushes coal and/or other materials to required sizes;
- “customer care supervisor” means an employee who monitors the performance of customer care service agents and communicates with customers on any relevant urgent matters;
- “customer service centre agent” means an employee who carries out customer visits and attends to their concerns;
- “data audit clerk” means an employee who corrects errors on data capturing mainly on consignment notes;
- “data capture clerk” means an employee who puts raw data into a computer;
- “day-off” means that day in the week on which an employee is not normally required to work;
- “debtors clerk” means an employee who in addition to regular accounts work puts through transfer journals, makes adjustments to customer’s statements, other than write offs, works under close supervision;
- “depot” means any place established by the employer as a base for carrying out any activities for a company;
- “council” in terms of section 63 of the Labour Act;
- “dispute of interest” means any dispute other than a dispute of right;

- “dispute of right” means any dispute involving legal rights and obligations including any dispute occasioned by an actual or alleged unfair labour practice, a breach of this Collective Bargaining Agreement, the Labour Act or any regulations made under the Labour Act;
- “driver” means an employee employed for the purposes of driving company vehicles;
- “driver controller” means an employee who allocates drivers to depots and departments, handles driver queries and compiles timesheets;
- “driver inspector” means an employee who supervises drivers, inspectors and conductors, and may assume their duties in the event of a crisis;
- “driver trainer/instructor” means an employee who imparts driving skills and assesses driver competence;
- “emergency work” means work which must be performed immediately in order to prevent harm to the employer’s assets or to the employees, or to nearby persons or properties, or which must be carried out without delay in the public interest;
- “employee” means any person who performs work or services for another person for remuneration or reward on such terms and conditions as agreed upon by the parties or as defined in the Act;
- “engineering clerk” means an employee who compiles engineering reports for the whole division;
- “employment code” means an employment Code of Conduct for the Transport Operating Industry registered in terms of section 101 of the Act;
- “employer” means a person as defined in the Act, who is engaged in or provides employment for persons in the Transport Operating Industry;
- “equipment controller” means an employee who ensures that all equipment (tarpaulins, jacks etc.) on vehicles arriving at a depot is accounted for and reports any shortfalls;

- “equipment supervisor” means an employee who ensures that all equipment (tarpaulins, jacks etc.) on vehicles arriving at a depot is accounted for and reports any shortfalls, and who has subordinates;
- “excavator operator” means an employee who digs up and piles ore, sand or stones using an excavator;
- “filing clerk” means an employee who sorts papers and documents and puts them away according to a defined system;
- “fleet administrator” means an employee who maintains all operational records pertaining to a fleet and its drivers;
- “fleet controller” means an employee who controls vehicle movements, supervises drivers and traffic controllers;
- “forklift operator” means an employee who loads and offloads cargo from and onto trucks, warehouses and workstations and lifts heavy objects using a forklift;
- “freight operator” means an employee who sources and supervises the collection and delivery of loads;
- “fuel issuer” means an employee who puts petrol or diesel in company vehicles after first receiving orders and records all the details of what he/she has done in writing. His/ Her duties may also include the issuing of paraffin;
- “fuel issuing clerk” means an employee who allocates duties to fuel issuers, attends to drivers queries on fuel, reports on malfunctioning equipment and checks that fuel consumption is properly accounted for and reports discrepancies when they arise;
- “gate checker” means an employee who makes sure that drivers have all the necessary documentations before leaving the depot;
- “gate checker supervisor” means an employee who makes sure that gate checkers are doing their jobs properly;
- “general hand/worker” means an employee engaged in general labouring duties;
- “grade” means a grade listed in the First Schedule;

- “grader operator” means an employee who operates an earth moving grader;
- “guard/watchman” means an employee whose duties are to protect premises and any other movable or immovable property of any description;
- “handyman” means an employee who is employed on mechanical, electrical or carpentry work, boiler maintenance, welding, painting, repairs and renovations of a minor nature to his/her employer’s property, but who is not required to embark upon, or carry out any single task in occupations prescribed for trade designated or deemed to have been designated in terms of the Manpower Planning and Development Act [*Chapter 28:02*];
- “hardware support technician” means an employee who repairs and services all information technology equipment;
- “hire-car” means a public service vehicle having sitting capacity for not more than seven passengers, which is let with a driver to a hirer, under contract for a period which is not less than twenty-four hours;
- “home base” means the place where an employee works and resides;
- “host” means an employee who serves refreshments to clients in transit;
- “hub operator” means an employee who supervises all computer systems staff, installs hardware and software, and monitors or attends to equipment;
- “human resources clerk” means an employee who keeps records, files etc. pertaining to employees;
- “hoist/hyster operator” means an employee who uses a mobile heavy-duty machine to load or offload heavy objects;
- “industrial holiday” means any day prescribed as a holiday in terms of section 20 of this CBA;
- “internal messenger” means an employee engaged in the conveying or delivery of letters, parcels and messages within a company;

- “international truck/coach driver” means an employee whose duties include driving vehicles across the borders of Zimbabwe;
- “inspector/risk controller” means an employee who is qualified to undertake any duty required to be carried out by the inspectorate of the traffic department of an omnibus company;
- “inspector (horse)” means an employee who makes sure that the servicing and repairs carried out on horses meet required standards;
- “invoice clerk” means an employee who raises manual or computer documents, listing the goods sold and their price, and may be required to handle cheques/cash to some extent;
- “I.T. technician” means an employee who holds a suitable qualification in computer science, is able to modify and change operating software and programmes, and/or is responsible for the general security of the soft/hardware and equipment;
- “jumbo leg man” means an employee who performs the duties of assisting in the coupling and uncoupling of tractors and trailers, lifting, setting down and adjusting jumbo legs of independent trailers and closing, locking and sealing trailer doors if required;
- “kitchen porter” means an employee engaged in carrying catering stocks, cleaning and duties related thereto;
- “lay-over” means, subject to the provisions of section 5, a period of duty performed by a driver for the purpose of booking on and booking off his/her vehicle, or non-driving-time between journeys at bus stations and termini, but does not include driving duty;
- “linen repairer” an employee engaged in minor or lighter mending duties;
- “local authority area” means the area of—
- (a) a city or municipal council;
 - (b) a town council;

- (c) a ward of a district council which has been declared to be a designated area in terms of section 7(1) of the Rural District Councils Act [*Chapter 29:13*];
- “local operator” means an employee who allocates duties to drivers, packers and stackers in removals and storage as well as attending to customers;
- “lorry mate” means an employee who assists the driver in checking and securing the load and makes sure that deliveries are made correctly and that all the necessary paperwork is in order;
- “main council” means the supreme body of the NEC for the Transport Operating Industry which constitutionally presides over the Council and all the related sub-committees. It is headed by a chairman from the bipartite parties on a rotational basis;
- “medical practitioner” means any person who is certified by the Health Professions Council and/or registered by the Traditional Healers’ Association of Zimbabwe;
- “minor repairs” means all or any of the tasks performed by a workshop assistant, under supervision;
- “night driving” or “night omnibus-conducting” means any period of driving or conducting normally carried out between the hours of 9 p.m. and 4 a.m.;
- “night shift” means a shift in which the majority of hours worked fall between 6 p.m. and 6 a.m.;
- “operations clerk” means an employee who keeps records, such as files pertaining to operational issues;
- “overtime” means any time worked outside the normal hours of work fixed in terms of section 5 of this CBA;
- “parts picker” means an employee who sorts parts into their respective bins when they arrive at a company and distributes appropriate parts as per requisitions;
- “personnel assistant” means an employee who creates, maintains and keeps personnel records;

- “piece-work” means any system by which earnings are calculated wholly on the quantity or output of work done; irrespective of the time spent on such work;
- “P.O.D. clerk” means an employee who receives and checks proof of deliveries against way-bills, investigates missing proof of delivery documents and sends copies to points designated on request, and such other clerical duties as may be assigned;
- “qualifying service” in relation to leave accrued by an employee, means any period of employment following the completion of the employee’s first year of employment with an employer;
- “radio operator” means an employee who relays instructions and information by the use of a radio;
- “receptionist” means an employee who receives and makes telephone calls for the organisation, receives and directs clients, and mans the reception area;
- “registrar” means the Registrar of Labour Relations appointed in terms of the Act;
- “replacing” means the fitting into position of parts previously removed, but excludes the final setting or adjustment of such parts;
- “retrench” in relation to an employee, means to terminate the employee’s employment for the purpose of reducing expenditure or costs, adapting to technological change, reorganising the undertaking in which the employee is employed, or for similar reasons, and includes the termination of employment on account of the closure of the enterprise in which the employee is employed;
- “rigger” means an employee who performs the duties of fitting tarpaulins to protect freight loaded onto open trailers and securing the load and tarpaulins with ropes, belts or chains;
- “risk control assistant” means an employee who under supervision, undertakes any duty carried out by the inspectorate of the traffic department of an omnibus company;

- “road train driver” means an employee who drives a vehicle with three trailers or more;
- “scooter driver” means an employee who does messenger duties using a motorised bicycle;
- “secretary” means an employee who handles correspondence, keeps records and does general clerical work for an individual or organisation;
- “senior cashier” means an employee who supervises cashiers in respect of cash collections and payments;
- “senior inspector” means an employee who is qualified to undertake any supervisory duty in the traffic department of an omnibus company, in addition to duties of an inspector;
- “shunt controller/supervisor” means an employee who allocates duties to shunt drivers;
- “shunt driver” means an employee who arranges trailers and trucks to and from loading bays and delivers goods on short distances (locally) including to the VID;
- “sign writer” means an employee who does writing on vehicles, trailers, equipment and trailers as required;
- “skilled worker” means a person who has been certified by the Registrar of Apprenticeship and Skilled Manpower as a skilled worker class 1, 2, 3 or 4 in a designated or recognised trade in terms of the Manpower Planning and Development Act [*Chapter 28:02*];
- “stacker” means an employee responsible for ensuring that all freight consignments are loaded properly and according to weight, the safekeeping of company assets such as blankets, webbing straps, trolleys and ladders;
- “stationery clerk” means an employee who performs the duties of controlling and issuing of stationery to departments, the writing of stationery requisitions and operating duplicating machines;
- “statistics clerk” means an employee who compiles and analyses data;

- “stores clerk” means an employee who has the responsibility of sorting, issuing and assisting generally in the stores;
- “storeman” means an employee who is placed in charge of a store, and who supervises the work of stores clerks;
- “stores supervisor” means an employee who, in addition to carrying out the tasks of stores clerk and storeman, also performs the following tasks—
- (a) maintaining a recognised stock-control system for the recording of all inward and outward movements of spares and materials; and
 - (b) receiving and checking of purchases, and the processing of related documentation;
- “suitable accommodation” means a weatherproof structure containing a bed with a palliase or similar covering, or a camp-bed;
- “supervisor” means an employee who oversees, directs and controls a specified gang of employees;
- “switchboard operator” means an employee engaged to operate a switchboard;
- “special leave” means official leave not exceeding twelve working days in a calendar year, taken for reasons specified in section 18 of this CBA which an employee shall be granted by his/her employer on full pay;
- “spray painter” means an employee who applies paint on vehicles or other objects using a spray gun;
- “spray painter supervisor” means an employee who oversees, directs and controls spray painters;
- “systems operator” means an employee who maintains the computer software inclusive of network;
- “systems support analyst” means an employee who assesses the operations of the IT systems;
- “system support clerk” means an employee who is conversant with the operation of computers and can apply this knowledge to the operating software and programmes, but is not responsible for changing any system or programmes; operates under supervision at all times

- and this position does not require a qualification but only relative training and experience;
- “tailor” means an employee who makes and repairs straps on tarpaulins, repairs and alters garments and does general upholstery;
- “task-work” means the setting by an employer to an employee of a stated task to be completed as a condition of earning a wage;
- “taxi cab” means a public service vehicle having sitting capacity for not more than seven passengers;
- “taxi-driver” means a person employed as a driver of a taxi-cab;
- “thermo plastic welder” means an employee who welds torn tarpaulins using a leister hand welding tool and wide band feeder roller, and re-sprays serial numbers on tarpaulins using a spray gun and stencils;
- “ticket office clerk” means an employee who dispatches ticket books, machinery and reconciles tickets, receipts issued against the ticket or receipt books;
- “ticket-seller” means an employee who issues tickets on behalf of the employer at a terminal or any other point, and is responsible for moneys in respect of issued tickets;
- “ticket system” means a system whereby an employee is engaged at a rate of wage calculated by reference to the completion of a ticket of an agreed number of days worked or a record based on the number of days worked;
- “tracking and dispatch controller” means an employee who dispatches and tracks vehicle movement;
- “traffic clerk” means an employee who keeps records, files etc. pertaining to the flow of vehicles;
- “traffic controller” means an employee who allocates duties and vehicles to drivers;
- “trailer inspector” means an employee who makes sure that the servicing and repairs carried out on trailers meet required standards;
- “trailer supervisor” means an employee who oversees the

performance of welders, spray painters and trailer mechanics;

“transport operating industry” or “Industry” means, without in any way limiting the ordinary meaning of the expression, the industry in which employer and employee are associated for the purpose of transporting for hire and/or reward, goods and/or passengers by road motor vehicle. For the purpose of this definition, goods shall be deemed to be transported for hire or reward if—

- (a) they are carried in a motor vehicle or trailer which has been let or hired by the person who is at the time such goods are carried, the owner or lawful possessor or operator of such motor vehicle or trailer;
- (b) the person who has purchased goods and re-sells and/or otherwise disposes of them to any other person, where the transporting of such goods is not incidental to the main business of the first person;
- (c) the person who has purchased or otherwise acquired goods for disposal or resale is not in possession of a general dealer’s licence, a wholesaler’s licence, a manufacturer’s licence or a hawker’s licence issued in terms of the Shop Licences Act [*Chapter 14:17*], and shall exclude the National Railways of Zimbabwe and persons covered by the National Employment Council for the Air Transport Industry;

“trimmer-upholsterer” means an employee whose main duty is stripping, repairing and fitting damaged upholstery sections inside vehicles;

“trunk driver” means an employee who drives a heavy duty vehicle within Zimbabwe;

“tyre fitter” means an employee who removes, mends and fits tyres;

“tyre clerk” means an employee who performs the duties of controlling and issuing tyres including the writing of requisitions;

“typist” means an employee, who is engaged in typing;

“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;
- “vehicle-breakdown operator” means an employee who effects temporary or permanent repairs to a vehicle which has broken down or to recover such vehicle back to the depot for repair;
- “vehicle-check operator” means an employee who performs vehicle checks daily, using check-lists where provided, and who may carry out minor repairs, but who shall not carry out road tests;
- “wages clerk” means an employee who calculates the earnings due to employees in terms of these regulations, and assists in the preparation and payment thereof;
- “wages controller” means an employee who supervises wages clerks and attends to wage related queries;
- “washbay attendant” means an employee who cleans vehicles, trailers or parts at a designated cleaning area;
- “wage or salary” shall be the remuneration paid by an employer to his/her employee for services rendered by the employee during normal working hours and shall not include any allowances, commission, bonuses (including a 13th cheque), overtime pay or any contribution made to pensions, provident or insurance funds made by the employer;
- “warehouse supervisor” means an employee who is in charge of checkers and loaders in a warehouse;
- “waybill clerk” means an employee who keeps records, files etc. on consignments eg. loads and delivery sheets;
- “welder fabricator/re-builder” means an employee who creates and reconstructs truck cabs and trailers, and other machinery by joining pieces of metal so as to ensure that they meet VID standards;
- “welder-operator”, means an employee who performs single-run welding or brazing by electric arc or oxy-acetylene, excluding work on pressure-vessels or work subject to X-ray or gamma-ray tests, and excluding overhead welding;

“wheel aligner” means an employee who aligns wheels so that the life of the tyres is prolonged;

“workshop assistant (1)” means an employee performing any of the following tasks—

- (a) cleaning, removing and replacing seats, partitions, hand-poles, tread-plates, floor-plates, steps, doors, destination-gears and blinds, under supervision;
- (b) removing body-panels, framing and bearers, under supervision;
- (c) drilling with a portable drill not capable of taking drills larger than thirteen millimetres in diameter, under supervision;
- (d) lubricating doors, locks, etc.;
- (e) lubricating and greasing vehicles and machinery, including the replacement of grease-nipples, under supervision;
- (f) assisting in all forms of stripping and dismantling;
- (g) assisting skilled workers, including the use of spanners and screwdrivers;
- (h) riveting;
- (i) painting, by brush or spray of axles, engines, brake-drums, chassis, etc., and the underside or inside of vehicle-bodies;
- (j) rubbing down with compound, polishing and waxing surfaces by hand or machine;
- (k) sandpapering or rubbing down with wet or dry paper prior to filing by hand or with mechanical assistance;
- (l) soldering terminals to wires;
- (m) removing or replacing batteries, including connecting and disconnecting for charging, mixing acid, burning on posts, connectors and terminals;
- (n) wiring, running chassis or vehicle, under supervision without final connection;

“workshop assistant (2)” means an employee who performs, in addition to the tasks performed by workshop assistant (1), any of the following tasks—

- (a) checking pressures, removing and replacing wheels, rims, tyres and tubes, and repairing punctures;
- (b) glazing of fixed and movable windows secured into an aperture by self-sealing rubber section, and removing and replacing door-rubbers and weather-strips but excluding wind-screens and rear body-windows;
- (c) lapping of valves under supervision;
- (d) painting, by brush or spray, the interior and/or exterior of motor-vehicles, except for finishing coats;
- (e) placing, removing and loosening bolts and nuts, under supervision;
- (f) removing and replacing all major components, where at least one skilled worker is employed in connection with rectification or repairs;
provided that the number of assistants shall be restricted to three for each skilled worker;
- (g) removing and replacing bumpers, mudguards, doors, bonnets, door-panels, radiators, valance-shells, grilles, seats, lamps, inside panels, seat-covers;
- (h) floor-board and engine-trays, and all major components, where at least one skilled worker is employed for three assistants;
- (i) removing and replacing compressors, brake-valves and associated fittings, under supervision, where at least one skilled worker is employed in connection with rectification or repairs provided that the number of assistants shall be restricted to three for each skilled worker;
- (j) removing and replacing fan-belts, power-steering, clutch-plates and gear-boxes, under supervision;

- (k) removing and replacing linings on road-springs, spring-shackles, shackle-pins, spring-centre-bolts and associated parts, under supervision;
 - (l) removing and replacing starter-motors, alternators and generators, under supervision;
 - (m) solder-filling and sanding of body-work, as applicable to body repairs;
 - (n) stripping starter-motors, alternators and generators, under supervision;
 - (o) threading bolts and nuts, by hand or power, under supervision;
 - (p) undercutting commutators, under supervision;
- “workshop assistant (3)” means an employee who performs, in addition to the tasks performed by workshop assistant (2), any of the following tasks —
- (a) cutting by oxy-acetylene, stops, templets or pre-set gauges;
 - (b) cutting by power hacksaw, power-driven abrasive wheel, shears or hand croppers, in jibs, stops, templets or pre-set gauges;
 - (c) removing and replacing brake-systems, under supervision;
 - (d) removing and replacing clutch-pressure-plates, fly-wheel components, linkages and air-operated or hydraulically operated cylinders, under supervision;
 - (e) removing and replacing cluster-gauges, where more than two connections such as multiple wires and fittings, are concerned;
 - (f) removing and replacing chassis-members, cross member brackets and associated parts;
 - (g) removing and replacing cylinder-heads, sump-covers and all engine-components, other than bearings, cam-shafts, crankshafts, pistons and connecting-rods, under supervision when

necessary but excluding the checking of torque and/or adjustment of such components;

- (h) removing and replacing regulators and faulty electrical components, under supervision, but excluding the rectification of faults;
- (i) wiring, running chassis or cab, under supervision, with final connection;

“workshop assistant (4)” means an employee who performs, in addition to the tasks performed by workshop assistant (3), any of the following tasks—

- (a) operating single-purpose machines to set sizes or gauges, excluding the setting up of such machines;
- (b) removing and refitting all glasses, including wind-screens and rear windows;
- (c) removing, repairing, making and fitting all upholstery—
 - (i) to omnibus seats, backs, arm-rests and engine-covers;
 - (ii) on taxis and passenger-hire vehicles, including seats, back-rests, arm-rests and carpets;
- (d) single-run welding or brazing by oxy-acetylene or electric arc, where the function of the operator does not include adjustments to pressure-valves and the components to be welded are positively positioned in a jig, or are so located as to obviate the need for a jig, and the thickness of the material does not exceed five millimetres, excluding work on pressure-vessels and overhead welding;

“workshop clerk” means an employee who keeps records, files etc. pertaining to the workshop;

“workshop systems administrator” means an employee who maintains workshop database and does reconciliation of records and the general maintenance of the engineering department network;

“working day” means any day other than a day off or an industrial holiday;

“yard driver” means a driver, who drives vehicles, including omnibuses, within company premises only, but does not include the driver of a low loader with a carrying capacity of twenty tons and over, head driver or mobile crane driver;

“yard supervisor” means an employee who directs or oversees loaders and cleaners to ensure good housekeeping including the security of the premises;

Grading and wages

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

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

(3) On promotion to a higher grade, an employee shall be paid—

- (a) not less than the wage which he/she last received prior to his promotion or;
- (b) at least the minimum wage prescribed for his/her occupation in such grade whichever is the greater.

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

(5) An employee who is required temporarily to perform work in a higher grade than that in which he/she is normally employed shall be paid the wage applicable to such higher grade.

(6) Where an operation performed by an employee is not specified in the First Schedule—

- A. the employer shall provisionally place the employee in a grade; and
- B. the employer or employee shall notify the secretary to the Council; and
- C. the secretary, after consultation with the chairman of the Council, shall determine an interim classification of the operation, which shall be subject to ratification by the Council at its next meeting, provided that, if the interim classification by the Secretary, or the final classification by the Council, places the employee in a grade;
 - (a) higher than the employee's current grade, he/she shall be paid not less than the minimum wage prescribed for such higher grade, with effect from the date upon which the classification is determined;
 - (b) lower than the employee's current grade, it shall be lawful to reduce his/her wage to not less than the minimum wage prescribed for such lower grade, with effect from the date on which such classification is determined, unless the employee refuses to accept the lower wage, in which event—
 - (i) he/she may be given the relevant notice of termination of employment; and
 - (ii) during the period of such notice, he/she shall be paid the wage which he/she was receiving prior to such determination. In considering the appropriate grade of an employee, if there is a similar occupation, the functions undertaken by the employee must constitute more than 50 *per centum* of the work in the grade the employee is placed into.

(7) No employer shall reduce the wage of an employee for any time not worked if the employee was able and willing and was present at his/her place of work but the employer was unable or unwilling to furnish him/her with work.

(8) Where an employer is unable, for any reason, to provide employment to an employee in the—

- (a) graded job category in the grade in which he/she is qualified; or
- (b) skilled worker category consistent with the class of skilled worker's certificate held by that employee;

the employer may, with the agreement of the employee and subject to the terms of subsections (11) and (12), employ that employee in a lower grade or class of skill, as the case may be, and pay him/her at not less than the rate of the wage prescribed for that lower grade or class of skill.

(9) Where an employee refuses to work in the grade or class of skill in which he/she is employed because he/she has qualified himself/herself in a higher grade or class of skill for which no vacancy exists in his/her employer's establishment, the employer shall act in terms of the Employment Code, provided that the employer may, with the agreement of the employee and subject to the terms of subsections (11) and (12), employ that employee in a grade or class of skill, as the case may be, which is lower than that in which he/she has qualified himself/herself, and pay him/her at not less than the rate of wage prescribed for that lower grade or class of skill.

(10) Where an employee who has been certified as a skilled worker applies to work in the graded job category and an employer has a vacancy and agrees to provide such work, that employer may, subject to the terms of subsections (11) and (12), employ that employee accordingly and pay him/her at not less than the rate of wage prescribed for that grade of work.

(11) Whenever anyone is to be employed in a grade or class of skill as provided for in this section the employer shall, in advance of such employment, obtain the employee's acceptance by his/her signature on the record of service and declaration form, on which such change shall have been recorded.

(12) No employer shall employ an employee in a lower grade or class of skill for more than three months in any (12) twelve-month period without the approval obtained by an application to Council to be received not later than (8) eight weeks after the commencement of employment in the lower grade or class of skill. For this purpose, the employer shall make an application on a form prescribed in the Eighth Schedule which the employee concerned shall countersign.

Hours of work

5. (1) The provisions of this section may not apply to taxi drivers.

(2) The provisions of subsections (3), (4), (5), (6), (7), (8), (11), (12), (13), (15), (16), (17) and (18) of this section shall not apply to drivers covered by incentive production schemes referred to in section 13.

(3) The ordinary weekly hours of work for employees shall be decided by the employer, but shall not exceed—

- (a) forty-eight hours for watchman;
- (b) forty-seven hours for employees in all other grades, other than those in (c) and (d) below;
- (c) forty-five hours for wages clerk, receptionist, bookkeeper, storeman and storeman supervisor;
- (d) forty-four hours for artisans/journeymen:

Provided that drivers, loaders and conductors whose occupations are listed in Part I shall be allowed one-hour overtime at the end of each round trip, for which they shall be paid in terms of section 8(2).

(4) The ordinary hours of work for employees shall not exceed eleven hours per day.

(5) An employer shall not require an employee to work overtime, except in the case of emergency work.

(6) Except in the case of emergency work, no employer shall permit any employee, other than a watchman, to work more than sixty-six hours, ordinary time and overtime included, in any one week.

(7) Subject to the provisions of section 20, every employee shall receive at least one day off in each week at their home base. Payment will be made in terms of section 8(3) if an employee has a rest day away from his/her home base.

(8) Any employee operating outside Zimbabwe shall be entitled, on his/her return, to such days off as were due to him/her, unless he/she has been paid, in lieu thereof, and with his/her consent, at overtime rates, in terms of section 8(3).

(9) No employer shall permit an employee, other than a watchman, driver or vehicle crew member, to work for a continuous period of more than five hours without a break of at least thirty minutes.

(10) Where two drivers are employed on one vehicle, it shall be permissible for each driver to drive for eight hours, after which time he/she shall receive a break of at least thirty minutes.

(11) Where two or more drivers are employed on one vehicle, each driver shall be paid for all the time during which he/she is on duty, irrespective of whether he/she is driving or not.

(12) Every driver referred to in subsection (10) above who consents to, and does, work during the period of rest referred to in subsection (15) below shall be paid for overtime in terms of section 8.

(13) An employer may require an employee to perform night driving, in which case he/she shall be paid in terms of section 9.

(14) A bus/coach driver may be permitted to drive for eight consecutive hours if he/she is allowed periods of lay-over time amounting, in the aggregate, to not less than forty minutes during the eight consecutive hours, and a break of at least thirty minutes for rest and refreshment at the end of the eight hours driving time.

(15) Subject to the provisions of subsections (9) and (13) above, no driver shall be permitted to drive for more than five and a half hours without a break of at least thirty minutes.

(16) Every driver shall be given a rest of at least ten consecutive hours between the completion of one day's working-time and the commencement of the next day's working-time:

Provided that such rest period may be reduced to nine hours if the driver is allowed a rest period of at least twelve consecutive hours on completing the following day's working-time.

(17) Subject to the provisions of subsection (18) below, no driver shall be permitted to drive for more than eleven hours in any one day, except in the case of emergency work.

(18) In the case of emergency work, the permissible driving-hours laid down in subsection (17) above may be increased by

not more than four hours in any one day, provided that, in such cases, the driver shall be given a period of rest of twenty-four consecutive hours before recommencing driving.

(19) For the purposes of subsections (16) to (18) above, “day” means a period of twenty-four hours from the commencement of the employee’s period of duty.

(20) The driver of a public service vehicle, other than a hire-car or a taxi-cab, shall be supplied by his/her employer with a log-book in the form prescribed in the Third Schedule, and shall—

- (a) carry such log-book with him/her while on driving duty; and
- (b) in his/her own handwriting, enter in such log-book the details required to be entered therein; and
- (c) hand such log-book to his/her employer on completion of each driving assignment, provided that this subsection shall not apply to drivers of public service vehicles whose duties are confined to areas within a radius of twenty-six kilometres of the boundary of a local authority area.

(21) The Council may, upon application by an employer, authorise such employer to furnish each of his/her drivers with a log-book in a form other than that prescribed in the Third Schedule if the Council is satisfied that such log-book provides for the same information as is required in terms of the Third Schedule, and will, in its opinion, enable the Council to ascertain there from the required particulars.

Short-time

6. (1) No employer shall place any of his/her employees on short time without the prior written approval of the Council, who may approve that the employees be placed on short-time for a period to be determined by it, if it is satisfied that—

- (a) it is economically necessary for the establishment to work short-time; and
- (b) the establishment will be able to resume normal working hours within the foreseeable future; and

(c) it would not be in the better interests of the employees to be discharged.

(2) The employer shall give at least one week's notice to each employee concerned of the requirement to work short-time.

(3) Notwithstanding the provisions of section 22, an employee may at any time during the one week's notice referred to in subsection (2) above, give his/her employer notice of termination of his/her contract of employment as from the time when short-time is to start.

(4) During the period of short-time, an employee shall be paid for not less than the hours worked by him/her. Provided that no employee shall receive less than sixty (60) *per centum* of his/her current weekly wage.

(5) Approval issued under the provisions of subsection (1) above shall state—

(a) the name and address of the employer; and

(b) the class or classes of employees affected; and the employer shall return such approval to the Council upon resumption of normal hours of work.

(6) An employer shall give his/her employees at least one working days' notice of resumption of normal hours of work.

Conversion of rates

7. (1) For the purpose of converting a weekly wage to—

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

(b) the daily equivalent—the weekly wage shall be divided by the number of days ordinarily worked in a week; or

(c) the fortnightly equivalent—the weekly wage shall be calculated at double the weekly rate; or

(d) the monthly equivalent—the weekly wage shall be multiplied by four and one third.

(2) Computations analogous to those in subsection (1) shall be used when converting monthly rates.

Payment for overtime

8. (1) The provisions of section 8(2) and (3) shall not apply to drivers covered by incentive production schemes referred to in section 13 below.

(2) The employer shall pay for overtime in excess of the ordinary weekly hours of work, for each hour or part of an hour in excess of fifteen minutes, at one and a half times the current hourly wage of the employee.

(3) Notwithstanding the provisions of subsection (2) above, an employer shall pay for overtime on a day off, for each hour or part of an hour, at double the current wage of the employee.

Payment for night driving and night omnibus-conducting

9. (1) The provisions of this section shall not apply to drivers covered by incentive production schemes referred to in section 13.

(2) The employer shall pay for night-driving or night omnibus-conducting at one and a quarter times the current hourly wage of the employee:

Provided that the benefits of this section shall apply to an employee who is on duty at any time between 9 p.m. and 4 a.m.

Deductions

10. No deductions or set-off of any description shall be made or allowed from any remuneration other than a bonus, due to an employee except—

- (a) where an employee is absent without leave from work on days other than paid holidays or authorised leave, a *pro rata* amount of his/her wage for the period of such absence; or
- (b) for contributions to insurance policies, savings funds, medical aid societies or pension funds, by stop-order; or
- (c) any amount which the employer is compelled by law or legal process to pay on behalf of the employee, including Trade Union dues for a registered Trade Union which is payable to the council; or

- (d) any overpayment of remuneration; or
- (e) any amount as provided in section 25(4) and (5) below;
- (f) for goods purchased on behalf of, or money lent to, an employee by the employer or for cash advanced or stop-order, signed by the employee, for any amount up to, but not exceeding twenty-five *per centum* of the gross wage due to such employee:

Provided that where such goods have been purchased from a supplier at the direction or dictation of the employer, no such deduction in terms of this paragraph shall be made; or

- (g) at the termination of employment, any balance owing to the employee for goods purchased from the employer, or cash advanced against wages due for work actually performed by the employee, or money lent by the employer to the employee; or
- (h) with the written consent of the employee, an amount equal to any short-fall in moneys received by such employee on behalf of the employer and for which he/she was required to account to the employer, provided that the amount of such short-fall shall be proved to the satisfaction of the employee; or
- (i) with the written consent of the employee, an amount not exceeding three days' wages of the employee, in respect of damage to or loss of property or goods of the employer or of property or goods under the employer's responsibility, which is caused by the admitted negligence of such employee in full and final settlement of liability for such damage or loss.

Payment of wages

11. (1) Every employer shall pay wages in cash or by cheque or by credit transfer to each employee, weekly, fortnightly or monthly, as the case may be, on or by due date, provided that payments for overtime, bonuses and allowances shall be made to each employee, weekly, fortnightly or monthly, as the case may be, within four working days of the end of their working period.

(2) When the services of an employee are terminated, payment of all remuneration due shall be made immediately, unless the services of such employee are terminated summarily, when payment shall be made within the first working day following the termination of service.

(3) All remuneration shall be paid in cash, or by cheque or by credit transfer into a bank or building society account in the employee's name, and shall be accompanied by a written statement showing—

- (a) the name and address of the employer;
- (b) the name and grade of the employee;
- (c) the wage-rate;
- (d) the total number of hours worked;
- (e) the amount of overtime;
- (f) bonus and allowances;
- (g) deductions for absence without leave, or other deductions permitted in terms of section 10;
- (h) the net amount received by the employee; and
- (i) the period for which payment is made.

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

Piece-work, task-work and work on a ticket system

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

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

Incentive production schemes

13. (1) Notwithstanding the provisions of section 12 above, an employer may operate an incentive production scheme for drivers whereby their remuneration over and above their basic wage, takes into account the following factors—

- (a) quantity of output or measurement of work performed; and
- (b) the amount of actual work that drivers are likely to do during a month or trip over and above their ordinary hours of work including any night driving they are likely to perform.

(2) The incentive production scheme for drivers referred to in subsection (1) above may also take into account the following additional factors—

- (a) days off those drivers are likely to be due; and
- (b) industrial holidays that will arise during certain months of the year.

(3) In the event that an incentive production scheme does not take into account the factors mentioned in subsection (2) above, the employer, shall either give them such days off as were due to them when undertaking a trip which includes industrial holidays or pay them the appropriate rate in terms of section 8 or section 20.

(4) The parties shall agree on the incentive production scheme referred to in section 13(1) and (2) above at Works Council level.

(5) The incentive production scheme referred to in subsections (1) and (2) above must be totally separate from the payment of basic wages.

(6) In the event that the Works Council cannot agree on an incentive scheme or there is no Works Council in the establishment concerned, employers wishing to operate such a scheme must submit details of their proposed schemes to the CBA Sub-committee of the National Employment Council for the Transport Operating Industry (hereinafter referred to as “the Council”) for its approval and the decision of the Council shall be final and binding on the parties.

(7) Unless an incentive production scheme that conforms to the requirements of this section was in operation prior to the gazetting of this statutory instrument, it will only be valid and binding on the parties when the scheme is agreed to at Works Council level or, in the absence of such agreement, approved by the CBA Sub-committee

of the National Employment Council for the Transport Operating Industry.

Special provision: taxi-drivers

14. (1) The provisions of section 9 above shall not apply to an employee who is a taxi-driver. A taxi-driver shall, in addition to the minimum wage prescribed in the First Schedule, be paid a commission at the rate of twenty-three *per centum* of daily gross takings in each dollar after value added tax (VAT) had been deducted, and a daily rate based on the current rate (ZWL\$14,53) (*plus any other negotiated percentage increment in the industry*).

(2) A taxi-driver shall not be required to work more than one night-duty in each week.

(3) An employer who requires a taxi-driver to work on his/her day off, shall pay him/her double his/her current daily wage.

(4) An employer of a taxi-driver who is required to undergo an annual medical examination and to possess a municipal badge for the performance of his/her duties shall pay the costs of such medical examination and municipal badge if such taxi-driver has been in continuous service with the same employer for a period of not less than six calendar months.

(5) Subject to the provisions of section 20 below, a taxi-driver shall be paid a wage rate as prescribed in Grade B 3 of Part II of the First Schedule.

(6) A taxi-driver shall, unless the amount of any benefit prescribed in section 21 subsection (3), (4) or (5) exceeds the amount stated herein, be paid a wage as prescribed in Grade B 3 of Part II of the First Schedule, on production of a medical certificate from a medical practitioner, certifying that the employee is unable to work due to illness or injury not self-induced or willfully self-inflicted.

Special provisions: casual employees

15. (1) An employer may employ casual employees, provided that such employees shall be regarded as full-time employees if, in any period of four consecutive months, they are employed for a period exceeding (6) six weeks.

(2) An employer shall pay a casual employee the equivalent of at least double the amount prescribed in the First Schedule for the occupation in which he/she is employed.

(3) Notwithstanding the provisions of subsections (1) and (2) above all employers will inform every casual employee, in writing in the form prescribed in the Fifth Schedule and shall comply with section 22:

Provided that the provisions of this subsection shall not apply to employees who are employed for less than (7) seven days.

Subsistence allowances

Effective from 10th August, 2020

16. (1) An employee who is required to work so far from his/her usual place of work so as to necessitate his/her sleeping away from home, shall be conveyed to and from such place at the expense of the employer and, unless both accommodation and food is provided by the employer, shall be paid, in addition to his/her current wage, a subsistence allowance calculated in terms of section 16(2)(a), 16(2)(b) and section 16(4) for the time during which he/she is away from home.

(2) —

- (a) if an employee is away from home base or depot for the night or longer, he/she shall be paid—
 - (i) where accommodation or food is provided an allowance of ninety-six dollars and eighty-seven cents (ZW\$96,87) in each period of twenty-four hours or less;
 - (ii) where no accommodation and food is provided, an allowance of one hundred and ninety-three dollars and seventy-six cents (ZW193,76) in each period of twenty-four hours or less;
- (b) if an employee is required to be away on duty outside his/her normal area and beyond the city or town limits of his/her home base for four hours or more but not overnight, he/she shall be paid an allowance of ninety-six dollars and eighty-seven cents (ZW\$96,87) in each period of four hours or more.

(3) Where an employer contemplates terminating the away from home expenses of the employee on grounds of transfer, he/she shall give the employee thirty days' written notice of such transfer and termination of the allowances.

(4) If an employee is away on a journey taking him/her outside Zimbabwe, he/she shall be paid for every twenty-four hours spent outside the borders of Zimbabwe, an adequate and appropriate allowance in each period of twenty-four hours or less.

- ***Please note that the above figures in this section are as may from time to time be determined by the Council.***

Transport allowances for parts I, II and III:

(5) The employer shall provide transport for the workers to and from work within a radius of 40 km from where they reside, alternatively the employer shall pay the employee a transport allowance based on the prevailing public transport rates.

Housing allowance effective from 1st August, 2020:

(6) An employee in a grade shall be entitled to a housing allowance of an amount negotiated from time to time by the parties to this agreement:

Provided that—

- (i) an employer may withhold the housing allowance if the employer provides accommodation for the employee, but the employee may decline accommodation which does not comply with local municipal or other government by-laws, in which case the employer shall pay the allowance;
- (ii) if an employee declines accommodation without reasonable cause he/she shall not be eligible for the housing allowances while the accommodation remains unoccupied;
- (iii) an employer may set off the housing allowance against non-refundable contributions by the employer in terms of a housing scheme benefiting the employee;

- (iv) subject to the provisions of the Labour Act [*Chapter 28:01*], if an employee occupies accommodation provided by the employer under the contract of employment, he or she shall be entitled to occupy the accommodation only while employed, notwithstanding payment of rent or other levy, but the employer may not evict an employee under suspension pending the outcome of a disciplinary hearing;
- (v) the housing allowance shall be merely a subsidy;
- (vi) the housing allowance shall not be taken into account for purposes of calculating a gratuity or pension or any other benefits based on the employee's wage.

The existing Housing Allowance is four hundred and twenty-six dollars and twenty-five cents ZW\$426,25 per month.

NB: Please note that the above amounts are subject to change.

Vacation leave

17. (1) In this section, for the purpose of calculating the accrual of vacation leave, continuous service, includes any period of National Service rendered in terms of the National Service Act [*Chapter 11:08*] other than Phase 1 service defined therein.

(2) In this section, "qualifying service" in relation to vacation leave accrued by an employee, means any period of employment following the completion of an employee's first year of employment with an employer.

(3) Unless more favourable conditions have been provided for in an employment contract, paid vacation leave shall accrue in terms of this section to an employee at the rate of twenty-two (22) working days of his/her qualifying service in each year of employment, subject to a maximum accrual of sixty-six (66) working days paid vacation leave, provided that if an employee is granted a portion of the total vacation leave which may have accrued to him/her, he/she

may be granted the remaining portion at a later date, together with any further vacation leave which may have accrued.

(4) An employee who becomes ill or is injured during a period of vacation leave may cancel vacation leave and apply for sick leave.

(5) Where an employee has no vacation leave accrued, he/she may be granted vacation leave without pay.

(6) Except with the consent of the employer, no employee shall be entitled to take vacation leave during his/her first year of continuous service.

(7) An employer shall permit an employee to proceed on vacation leave within thirteen (13) weeks of his/her application therefore, unless otherwise agreed by mutual consent.

(8) An employee who has accumulated vacation leave may, with the consent of the employer, elect to be paid the cash equivalent of any vacation leave or portion or any vacation instead of proceeding on such leave.

(9) An employee on vacation shall receive his/her current wage for the period of such leave prior to his/her going on leave.

(10) An employee who has completed at least one calendar month of continuous service, and whose employment is terminated, for any cause, shall be paid the cash equivalent of any leave accumulated.

(11) Except with the consent of the employer, any additional leave granted by the employer, whether paid or not, shall not be counted for the purpose of calculating further leave.

(12) If an establishment observes a holiday or industrial holiday, the holiday or industrial holiday shall not be effected against the employee's accumulation of vacation leave.

(13) All employees covered by the CBA shall not accumulate vacation leave in excess of sixty-six (66) working days without the consent of the employer.

Special leave

18. (1) Special leave on full pay not exceeding twelve (12) days in a calendar year shall be granted by an employer to an employee—

- (a) who is required to be absent from duty on the instructions 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 any meeting of a registered Trade Union representing employees within the undertaking or industry in which the employee is employed;
- (d) who is detained for questioning by the police;
- (e) on the death of a spouse, parent, child or legal dependant; and
- (f) on any justifiable compassionate ground.

(2) Application for special leave shall be made in terms of the Seventh Schedule to this CBA.

Maternity leave

19. (1) Unless more favourable conditions have otherwise been provided for in any employment contract, maternity leave shall be granted in terms of this section for a period of ninety-eight (98) days on full pay.

(2) On production of a certificate signed by a registered medical practitioner or a state registered nurse certifying that she is pregnant, a female employee may proceed on maternity leave not earlier than the forty-fifth (45th) day and not later than the twenty-first (21st) day prior to the expected date of delivery.

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

Provided that maternity leave shall be granted only once during any period of twenty-four (24) months calculated from the day any previous maternity leave was finished.

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

(5) 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.

(6) During the period when a female employee is on maternity leave in accordance with 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 for 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.

(7) A female employee who is the mother of a suckling 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 working hours, for the purpose of nursing her child and such employee may combine the portion or portions of time to which she is 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.

(8) Notwithstanding subsections (7) above and (9) below, the 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) above.

(9) A female employee shall be entitled to the benefits under subsection (7) above for the period during which she actually nurses her child or six (6) months whichever is the lesser.

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

Industrial holidays

NB: The provisions of this section shall not apply to drivers covered by incentive production schemes in terms of section 13 above.

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

Provided that, when an industrial holiday falls on a Sunday, the day following shall be deemed to be an industrial holiday.

(2) Every employee shall be granted leave of absence on industrial holidays, and shall be paid his/her current wage for every industrial holiday.

(3) Where it is necessary, but not in conflict with section 5(4), to do so an employer may require an employee to work on any industrial holiday, in which case the employer shall give such an employee at least twenty-four hours' notice in advance of such a requirement, and the employee shall be paid, in addition to the payment prescribed in subsection (2), not less than the following rates—

- (i) for each hour of work done during the ordinary hours of work of the employee for the day of the week on which the industrial holiday falls, at not less than one and a half times the employee's current hourly wage;
- (ii) outside the ordinary hours of work for the day of the week on which the industrial holiday falls, at double the employee's current hourly wage.

(4) An employee shall not decline any requirement under subsection (3) without reasonable cause.

Benefits during sickness

21. (1) Unless more favourable conditions have been provided for in an employment contract, sick leave shall be granted in terms of section 14 of the Labour Act to an employee who is prevented from attending his/her duties because he/she is ill or injured or undergoes medical treatment, which was not occasioned by his/her failure to take reasonable precautions.

(2) During any one-year period of service of an employee, an employer shall at the request of the employee supported by a certificate signed by a registered medical practitioner, grant up to ninety (90) days sick leave on full pay.

(3) If, during any one-year period of service an employee has used up the maximum period of sick leave on full pay, an employer shall, at the request of an employee supported by a certificate signed by a registered medical practitioner, grant a further period of up to (90) ninety days on half pay where, in the opinion of the registered medical practitioner signing the certificate, it is probable that the employee will be able to resume duty after such further period of sick leave.

(4) If, during one year period of service, the period or aggregate periods of sick leave exceed—

- (i) (90) ninety days sick leave on full pay; or
- (ii) subject to subsection (3), (90) ninety days on full pay and another (90) ninety days on half pay, the employer may terminate the employment of the concerned employee.

(5) Any employee who so wishes, may be granted accrued vacation leave instead of sick leave on half pay or without pay.

(6) Where an employer suspects, or has good reason to suspect, abuse of sick leave, or doubts the authenticity of a sick leave claim, he/she may within lawful means investigate or verify the abuse or authenticity of the sick leave and take appropriate action. In doing so, the employer may seek the opinion of his/her company medical practitioner or any other medical practitioner recognised by law. Any false claim or abuse of sick leave may lead to disciplinary action in accordance with the disciplinary procedure contained in the Employment Code of Conduct.

Contract and notice

22. (1) Any person who is employed by, or working for any other person and receiving or entitled to receive any remuneration in respect of such employment or work, shall be deemed to be under contract of employment with that other person, whether such contract is reduced to writing or not.

(2) An employer shall inform every employee, in writing, upon engagement, of the nature of his/her contract, including—

- (i) the name and address of the employer;
- (ii) the employee's grade;
- (iii) his/her wage-rate, his/her pay day and duration of his/her working week;
- (iv) provision for accommodation;
- (v) the period of notice required to terminate the contract of employment;
- (vi) the hours of work;
- (vii) the details of any bonus or incentive production scheme in operation;
- (viii) provision for benefits during sickness;
- (ix) vacation leave; and
- (x) if during the course of an employee's employment with the employer, the employee's grade or occupation is changed, on any wage, or any other alteration to the employee's contract is changed, the written declaration shall be amended accordingly by the employer, and shall be signed by the employee in acknowledgement that the facts stated are correct and that the employee consents to such changes.

(3) A contract of employment that does not specify its duration or date of termination, other than a contract for casual work or seasonal work, or for the performance of some specified service, shall be deemed to be a contract without limit of time, provided that a casual worker shall be deemed to have become an employee on a contract of employment without limit of time on the day that his period of engagement with a particular employer exceeds a total of six weeks in any four consecutive months.

(4) Except where a longer period of notice has been provided for under a contract of employment or in any relevant enactment, and subject to subsections (5), (6) and (7), notice of termination of the contract of employment to be given by either party shall be—

- (i) three months in the case of a contract without limit of time or a contract for a period of two years or more;
- (ii) two months in the case of a contract for a period of one year but less than two years;
- (iii) one month in the case of a contract for a period of six months or more but less than one year;
- (iv) two weeks in the case of contract for a period of three months or more but less than six months;
- (v) one day in the case of a contract for a period of less than three months or in the case of casual work or seasonal work.

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

- (i) one day in the case of casual work or seasonal work; or
- (ii) three months in any other case during which notice of termination of the contract to be given by either party shall be two weeks.

(6) Whenever an employee has been provided with accommodation directly or indirectly by his/her employer, the employee shall not be required to vacate the accommodation before the expiry of a period of one month after the period of notice in terms of subsection (2) or (7).

(7) Notwithstanding subsection (4) or (5), the parties to any contract of employment may, by mutual agreement, waive the right to notice:

Provided that where the termination is at the initiative of the employer, the employee shall have a right to payment for a period corresponding to the appropriate period of notice required in terms of subsection (4) or (5).

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

Continuous service

23. (1) Continuous service shall be deemed to be broken only by the death, resignation, retirement, retrenchment or discharge/dismissal 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 not be deemed to have broken his/her continuous service.

(2) A period of absence without the permission of the employer, or a period of absence between discharge and re-engagement of less than two months, shall not be taken into consideration in calculating any benefits in terms of sections 4, 17, 19 and 26.

(3) Subject to the provisions of section 16 of the Labour Act [*Chapter 28:01*], the rights of employees upon the change of ownership of an establishment shall apply:

Provided that if such employee is paid by the previous owner a gratuity in terms of section 24 in respect of his/her service with that owner, the gratuity payable by the new owner on the death, resignation or discharge of such employee may be reduced by the amount of the gratuity paid by the previous owner.

(4) Fixed term contract employees shall be deemed to be employees on contract without limit of time after two years and seven months of continuous service, with the two years and seven months of continuous service being calculated from the 1st of December, 2017.

Record of service

24. (1) An employee, whose services are terminated, for any cause whatsoever, may request a record of service from his/her employer.

(2) The record of service supplied by the employer to the employee shall specify the period of service served by the employee and the occupation in which he/she was employed.

Personal Protective Equipment (PPE) and Security Identity Card

25. (1) Every employer shall supply, free of charge and without payment of a deposit by the employee—

- (a) habitually exposed to inclement weather safety shoes, a waterproof cap, overcoat or other personal protective equipment required;
- (b) engaged in driving, and to every conductor and bus loader, two dust-coats, or two overalls or uniforms, *per annum*;
- (c) engaged in the loading, unloading and delivery of goods on or from vehicles, and to every skilled worker and assistant, boots and adequate personal protective equipment;
- (d) engaged as an inspector, two uniforms *per annum*.

(2) Personal protective equipment supplied to employees shall remain the property of the employer if he/she is responsible for mending, washing and otherwise maintaining such clothing.

(3) Personal protective equipment supplied to an employee shall become his/her property after three months if the employee is responsible for mending, washing and otherwise maintaining such clothing, provided that emblems and insignia provided by the employer to be worn on such clothing shall remain the property of the employer.

(4) An employee, issued with personal protective equipment that is subject to the terms of subsection (2) above who—

- (i) fails to return such personal protective equipment on resignation, retirement or discharge; or
- (ii) loses such personal protective equipment, due to his/her own negligence;

shall be liable for the cost of replacement and the employer may recover such amount from any moneys due to such employee.

(5) An employer who recovers the cost of replacement of personal protective equipment from an employee in terms of subsection (4) shall make due allowance for fair wear and tear in the assessment of such cost. Any deductions shall take into account the provisions of section 10.

(6) An employer may supply each employee with a security identity card, free of charge, which shall remain the property of the

employer, and shall be returned to the employer on termination of service of each employee.

(7) An employee may be required to refund to the employer any part of the cost of a security identity card referred to in subsection (6) if he/she fails to return it to his/her employer on termination of service.

Gratuities on termination of employment

26. (1) An employee who has completed five or more years of continuous service with the same employer shall, on termination of such service, irrespective of the circumstances of such termination, be paid a gratuity of not less than the amount derived by multiplying the percentage of employee's current monthly wage on termination of employment by the number of completed years of service, as shown in the second column of the Second Schedule.

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

(3) Notwithstanding the provisions of subsections (1) and (2), no gratuity shall be payable to, or to the estate of, an employee under this section if his/her employer has made provision for him/her by means of a pension or gratuity scheme registered as a fund in terms of the Pension and Provident Funds Act of 2006, which provides benefits which are not less favourable than those prescribed in this section.

(4) For the purposes of calculating the gratuity due to a taxi-driver, there shall be added to his/her current wage the amount of commission due in terms of section 14(1) above.

Copy of collective bargaining agreement and notice

27. (1) Every employer shall exhibit a copy of this Collective Bargaining Agreement and all amendments thereto in a place easily accessible to every employee.

(2) Every employer shall exhibit a notice in the form set out in the Fourth Schedule, showing the number of ordinary working

hours per week and the normal daily times of starting and times of finishing work in his/her establishment for each class or group of his/her employees, and the industrial holidays to be observed.

(3) The Council may, upon application by an employer, authorise such employer to display such notice in a form other than that prescribed in the Fourth Schedule if the Council is satisfied that such notice provides for the same information as is required in terms of the Fourth Schedule, and will, in its opinion, enable the Council to ascertain there from the required particulars.

(4) No person shall, without lawful cause, alter, deface or remove, or cause to be altered, defaced or removed, the copy of the Agreement exhibited in terms of subsections (1) and (2) above.

Private work

28. No employee shall solicit or take orders for, or undertake, any work on his/her own account, to the detriment of his/her employer, for gain, fee or reward.

Council dues and penalties

29. (1) All employers and employees in jobs classified in the First Schedule engaged in the industry shall pay dues to the Council, and all employers shall deduct from the wage or salary of each of the said employees the appropriate due.

(2) The dues shall be paid monthly in arrears falling due at the end of the month in which the income was earned.

NB: These dues shall be payable even when the wages have not been paid.

(3) With effect from 1st February, 2009, the dues to be paid by each employee every month shall be at zero point six-nine *per centum* (0.69%) of the employee's CBA monthly wage or salary, and basic wage plus commission in the case of taxi drivers, as at the date of deduction and at the same percentage thereafter at the end of each succeeding month. Employees unspecified elsewhere will pay as above, but up to a maximum of zero point six-nine *per centum* (0.69%) of basic wage provided that—

(i) the calculation of zero point six-nine *per centum* (0.69%) shall be made on the amount remaining after

any contribution to a pension or provident fund has been deducted;

- (ii) no dues shall be payable where, owing to short-time working or any other cause, an employee's pay is reduced below sixty *per centum* of his/her normal wage or salary;
- (iii) no deductions shall be made in respect of an employee who is off work sick for a period in excess of thirty days and not in receipt of sick leave pay or a substitute payment;
- (iv) deductions shall be made in advance from the leave pay paid to an employee prior to his/her commencing his/her leave.

(4) 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) above.

(5) Each employer shall submit the total received of the employee and the employer's dues together with the prescribed form (See levy return form, Tenth Schedule of this Collective Bargaining Agreement) bearing the employment figures to the Council's office not later than the 15th day of the month following that to which dues relate. In the event that the return form is not submitted in time, levy shall be calculated and invoiced from the last declared employment figures.

(6) The provision of this section shall apply, *mutatis mutandis*, to self employed persons engaged in the Transport Operating Industry who shall pay zero point six-nine *per centum* (0.69%) of industrial minimum wage multiplied by two (2) per month. Attention is drawn to section 82(3) of the Labour Act [Chapter 28:01] which reads:

“Any person who fails to comply with the provisions of a Collective Bargaining Agreement which is binding upon him/her shall, without derogation from any other remedies that may be available against him/her for enforcement—

- (a) commit an unfair labour practice for which redress may be sought in terms of Part XII of the Labour Act: and
- (b) be guilty of an offence and liable to a fine not

exceeding level seven (7) or to imprisonment for a period not exceeding two (2) years or both such fine and imprisonment.”

(7) If an employer who is liable to remit dues to the Council fails, neglects or refuses, to do so by the 15th day of the month following that to which the dues relate, then the balance outstanding shall accrue interest from the due date, to the date of payment in full, at the rate of interest chargeable for the unsecured lending as determined by the Council’s bankers during the period of default.

(8) Should Council engage legal practitioners or institute legal proceedings to recover any dues, interest and other moneys which are due to it, the employer shall pay the legal costs, and if the proceedings are instituted in court; the scale of costs shall be that applicable as between legal practitioner and client.

Exemptions

30. (1) The Council may, in its sole discretion, and upon such terms and conditions as it may determine, grant exemption, in writing, from any of the provisions of this agreement to an employer or an employee.

(2) Applications for exemption in terms of subsection (1) above shall be made, in writing, to the Council giving reasons thereof.

(3) Any such exemption granted may be withdrawn by the Council, at any time, in its discretion.

(4) Any party aggrieved by the decision of the Exemptions and deregistration sub-committee shall have the right to appeal to the Main Council within 14 working days of receipt of the decision as per the Ninth schedule, and the decision of the Main Council shall be final.

Administration

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

Registration of employers

32. (1) Every employer whose name was not on the register of

the employers as at the coming into force of this agreement shall, within one month of this agreement coming into force, notify the Council of the following—

- (a) full name and business address—
 - (i) in the case of a single employer, his/her full name and, if he/she carries on a business under a trade name, such trade name in full;
 - (ii) in the case of two or more persons carrying on a business in partnership, the full names and addresses of the partners and manager, the full partnership or trade name and the address at which the partnership business is carried on;
 - (iii) in the case of a corporate body, the full names and addresses of its directors and manager, the full registered name of the company and trading name, the address of its registered office, the address at which operations which fall within the scope of the agreement are carried on, the name of its holding company, if any, the names of its subsidiary companies, if any, together with their respective officers, the names of their respective directors and the addresses of all establishments owned or controlled by any of such companies;
- (b) a description of the trade or operation carried on by the employer.

(2) Every employer who enters the industry after the coming into force of this agreement shall, within one month of becoming an employer in the industry, render a declaration to the Council, containing the following particulars in the prescribed form—

- (a) full name of owner, licence and manager;
- (b) residential address of owner, licence and manager;
- (c) the trading name of the establishment from which the employer operates;
- (d) address of the establishment from which the employer

operates;

- (e) in the case of a corporate body or partnership, the name of the company or trading name of the partnership and the names and addresses of the directors or partners.

(3) The Secretary shall enter in the Council's register of employers, the trading name of every employer who complies with the requirements of subsections (1) and (2) above.

(4) The Secretary shall issue a certificate of registration, in the form prescribed by the Council, bearing the registration number to every employer registered in terms of subsection (2) above.

(5) Every employer shall display the Certificate of Registration issued in terms of subsection (4) above in an accessible place for inspection by Designated Agents during visits, who should be given access to inspection in terms of section 63 of the Labour Act [*Chapter 28:01*].

(6) Upon receipt of such intention by the employer to wind up his/her business, the Secretary shall ask the Designated Agent to verify the issue and report to the Council.

Declaration

33. The employers' organisation and the trade union, having arrived at the agreement set forth herein, the undersigned hereby declare that the foregoing is the consolidated agreement arrived at and affix their signatures thereto.

Signed at Harare this 14th day of September, 2021.

C. CHANDISAREWA,
Transport Operators' Association of Zimbabwe.

T. MATANHIRE,
Transport and General Workers' Union.

E. LENA,

General Secretary.

FIRST SCHEDULE (Sections 3 and 4)

GRADING AND WAGES

NB: The wage rates listed below are effective from 1st April, 2020, and are subject to review from time to time.

PART I

This part shall apply to employees in Passenger Carrying Sector.

PART II

This part shall apply to employees in Taxi Cab and Car Hire Sector.

PART III

This part shall apply to employees in Freight/Haulage Sector.

Classification of occupation in grades.

JOB GRADING FOR PARTS I, II and III IN THE TRANSPORT OPERATING INDUSTRY

PART 1 (PASSENGER SECTOR)			
JOB TITLE	GRADE	MONTHLY	WEEKLY
		<i>ZWLS</i>	<i>ZWLS</i>
Bus Cleaner	A1	2,549.74	588.45
General Worker/Loader	A1	2,549.74	588.45
Fuel Issuer	A2	2,607.78	601.84
Workshop Assistant 1	A2	2,607.78	601.84
Canteen Assistant	A3	2,665.72	615.21
Guard/Watchman	A3	2,665.72	615.21
Messenger	A3	2,665.72	615.21
Workshop Assistant 2	A3	2,665.72	615.21
Bus Conductor	B1	2,781.61	641.96
Canteen Cook	B1	2,781.61	641.96
Fuel Issuing Clerk	B1	2,781.61	641.96
Hostess	B1	2,781.61	641.96
Switchboard Operator	B1	2,781.61	641.96
Ticket Office Clerk	B1	2,781.61	641.96

Collective Bargaining Agreement: Transport Operating Industry

Ticket Seller/Agent	B1	2,781.61	641.96
Workshop Assistant 3	B1	2,781.61	641.96
Accounts Clerk	B2	2,897.50	668.70
Analysis Clerk	B2	2,897.50	668.70
Audit Clerk	B2	2,897.50	668.70
Cashier	B2	2,897.50	668.70
Chef	B2	2,897.50	668.70
Claims Clerk	B2	2,897.50	668.70
Distance Clerk	B2	2,897.50	668.70
Filing Clerk	B2	2,897.50	668.70
P.A.Y.E Clerk	B2	2,897.50	668.70
Reservations Clerk	B2	2,897.50	668.70
Stores Clerk	B2	2,897.50	668.70
Tyre Section Clerk	B2	2,897.50	668.70
Wages Clerk	B2	2,897.50	668.70
Workshop Assistant 4	B2	2,897.50	668.70
Workshop Clerk	B2	2,897.50	668.70
Bus Driver	B3	3,013.39	695.45
Creditors Clerk	B3	3,013.39	695.45
Data Capture Clerk	B3	3,013.39	695.45
Debtor's clerk	B3	3,013.39	695.45
Dispatch Clerk	B3	3,013.39	695.45
Edocs Clerk	B3	3,013.39	695.45
Mobile Crane Driver	B3	3,013.39	695.45
Pricing Clerk	B3	3,013.39	695.45
Receptionist	B3	3,013.39	695.45
Statistics Clerk	B3	3,013.39	695.45
Yard Driver	B3	3,013.39	695.45
Coach Driver	B4	3,129.37	722.22
Customs Clearing Clerk	B4	3,129.37	722.22

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Depot Assistant	B4	3,129.37	722.22
Risk Control Assistant	B4	3,129.37	722.22
Secretary	B4	3,129.37	722.22
Store man	B4	3,129.37	722.22
Skilled Worker (Class 4)	B4	3,129.37	722.22
Bus Inspector	B5	3,245.17	748.94
Risk Controller	B5	3,245.17	748.94
Skilled Worker (Class 3)	B5	3,245.17	748.94
Assistant Buyer	C1	3,720.40	858.62
Assistant Hub Operator	C1	3,720.40	858.62
Buying Clerk	C1	3,720.40	858.62
Driver Inspector	C1	3,720.40	858.62
Engineering Clerk	C1	3,720.40	858.62
Senior Cashier	C1	3,720.40	858.62
Skilled Worker (Class 2)	C1	3,720.40	858.62
Vehicle Breakdown Operator	C1	3,720.40	858.62
Spray Painter	C1	3,720.40	858.62
Chief Wages Clerk	C2	3,894.33	898.76
Dispatcher	C2	3,894.33	898.76
Systems Support Clerk	C2	3,894.33	898.76
Coach Builder Artisan	C3	4,068.16	938.88
Stores Supervisor	C3	4,068.16	938.88
Artisan/Journeyman	C3	4,068.16	938.88
Systems Support Analyst	C3	4,068.16	938.88
Skilled Worker (Class 1)	C3	4,068.16	938.88
Bookkeeper	C4	4,241.99	979.00
Charge Hand	C4	4,241.99	979.00
I.T. Technician	C4	4,241.99	979.00
Systems Admin	C4	4,241.99	979.00
PART II (TAXI-CAB)			
JOB TITLE	GRADE	MONTHLY	WEEKLY
		ZWL\$	ZWL\$

Collective Bargaining Agreement: Transport Operating Industry

Cleaner	A1	2,549.74	588.45
General Hand	A1	2,549.74	588.45
Loader	A1	2,549.74	588.45
Fuel Issuer	A2	2,607.78	601.84
Workshop Assistant 1	A2	2,665.72	615.21
Canteen Scullion	A3	2,665.72	615.21
Trainee Driver	A3	2,665.72	615.21
Watchman/Guard	A3	2,665.72	615.21
Workshop Assistant 2	A3	2,665.72	615.21
Canteen Cook	B1	2,781.61	641.96
Customs Clearing Clerk	B1	2,781.61	641.96
Fuel Issuing Clerk	B1	2,781.61	641.96
Loader	B1	2,781.61	641.96
Messenger	B1	2,781.61	641.96
Radio operator	B1	2,781.61	641.96
Switchboard Operator	B1	2,781.61	641.96
Travel booking Clerk	B1	2,781.61	641.96
Workshop Assistant 3	B1	2,781.61	641.96
Accounts Clerk	B2	2,897.50	668.70
Analysis Clerk	B2	2,897.50	668.70
Cashier	B2	2,897.50	668.70
Data Audit Clerk	B2	2,897.50	668.70
Dispatch Clerk	B2	2,897.50	668.70
Distance Clerk	B2	2,897.50	668.70
Filling Clerk	B2	2,897.50	668.70
Invoicing Clerk	B2	2,897.50	668.70
Pricing Clerk	B2	2,897.50	668.70
Stationery Clerk	B2	2,897.50	668.70
Stores Clerk	B2	2,897.50	668.70
Traffic Clerk	B2	2,897.50	668.70
Waybill Clerk	B2	2,897.50	668.70
Workshop Assistant 4	B2	2,897.50	668.70

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Accounts Machine Operator	B3	3,013.39	695.45
Creditor's Clerk	B3	3,013.39	695.45
Data Creditor's Clerk	B3	3,013.39	695.45
Edocs Clerk	B3	3,013.39	695.45
General Accounts Clerk	B3	3,013.39	695.45
Car Hire Driver	B3	3,013.39	695.45
Receptionist	B3	3,013.39	695.45
Senior Cashier	B3	3,013.39	695.45
Senior Rating Clerk	B3	3,013.39	695.45
Senior Traffic Clerk	B3	3,013.39	695.45
Statistics Clerk	B3	3,013.39	695.45
Taxi driver	B3	3,013.39	695.45
Chief Wages Clerk	B4	3,129.37	722.22
Depot Assistant	B4	3,129.37	722.22
Secretary	B4	3,129.37	722.22
Skilled Worker (Class 4)	B4	3,129.37	722.22
Store man	B4	3,129.37	722.22
Systems Support Clerk	B4	3,129.37	722.22
Skilled Worker (Class 3)	B5	3,245.17	748.94
Spray Painter	B5	3,245.17	748.94
Assistant Hub Operator	C1	3,720.40	858.62
Welder Operator	C1	3,720.40	858.62
Skilled Worker (Class 2)	C1	3,720.40	858.62
Artisan/Journeyman	C3	4,068.16	938.88
Buyer	C3	4,068.16	938.88
Stores man in-Charge	C3	4,068.16	938.88
Skilled Worker (Class 1)	C3	4,068.16	938.88
Bookkeeper	C4	4,241.99	979.00
Charge Hand	C4	4,241.99	979.00
Claims Officer	C4	4,241.99	979.00
Systems Admin	C4	4,241.99	979.00

Collective Bargaining Agreement: Transport Operating Industry

PART III (FREIGHT)			
JOB TITLE	GRADE	MONTHLY	WEEKLY
		<i>ZWLS</i>	<i>ZWLS</i>
General Worker	A1	2,549.74	588.45
Internal Messenger	A1	2,549.74	588.45
Loader	A1	2,549.74	588.45
Wash bay Attendant	A1	2,549.74	588.45
Jumbo Leg Man	A2	2,607.78	601.84
Fuel Issuer	A2	2,607.78	601.84
Lorry mate	A2	2,607.78	601.84
Rigger	A2	2,607.78	601.84
Workshop Assistant 1	A2	2,607.78	601.84
Canteen Assistant	A3	2,665.72	615.21
Gate Checker	A3	2,665.72	615.21
Guard/Watchman	A3	2,665.72	615.21
Parts Picker	A3	2,665.72	615.21
Tyre Fitter	A3	2,665.72	615.21
Workshop Assistant 2	A3	2,665.72	615.21
C & D Tricycle Messenger	A3	2,665.72	615.21
Border Clerk	B1	2,781.61	641.96
Brake Shoe/Reliner	B1	2,781.61	641.96
Canteen Cook	B1	2,781.61	641.96
Collection and Delivery Driver	B1	2,781.61	641.96
Diesel Clerk	B1	2,781.61	641.96
Excavator Operator	B1	2,781.61	641.96
Forklift Operator	B1	2,781.61	641.96
Fuel Issuing Clerk	B1	2,781.61	641.96
Radio Operator	B1	2,781.61	641.96
Switchboard Operator	B1	2,781.61	641.96
Scooter Driver	B1	2,781.61	641.96

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Stacker/Porter	B1	2,781.61	641.96
Stationery Clerk	B1	2,781.61	641.96
Tailor	B1	2,781.61	641.96
Thermo Plastic Welder	B1	2,781.61	641.96
Tyre Clerk	B1	2,781.61	641.96
Wheel Aligner	B1	2,781.61	641.96
Workshop Assistant 3	B1	2,781.61	641.96
Accounts Clerk	B2	2,897.50	668.70
Analysis Clerk	B2	2,897.50	668.70
Cardex Clerk	B2	2,897.50	668.70
Cashier	B2	2,897.50	668.70
Checker	B2	2,897.50	668.70
Claims clerk	B2	2,897.50	668.70
Data Audit Clerk	B2	2,897.50	668.70
Claims Clerk	B2	2,897.50	668.70
Filling Clerk	B2	2,897.50	668.70
Human Resources Clerk	B2	2,897.50	668.70
Invoicing Clerk	B2	2,897.50	668.70
Operations Clerk	B2	2,897.50	668.70
P.O.D. Clerk	B2	2,897.50	668.70
Shunt Driver	B2	2,897.50	668.70
Stores Clerk	B2	2,897.50	668.70
Traffic Clerk	B2	2,897.50	668.70
Trimmer-Upholstery	B2	2,897.50	668.70
Waybill Clerk	B2	2,897.50	668.70
Workshop Assistant 4	B2	2,897.50	668.70
Workshop Clerk	B2	2,897.50	668.70
Wrecker Driver	B2	2,897.50	668.70
Administration Assistant	B3	3,013.39	695.45
Book Out Clerk	B3	3,013.39	695.45
Buyer	B3	3,013.39	695.45

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Crane Operator	B3	3,013.39	695.45
Creditors Clerk	B3	3,013.39	695.45
Data Capture Clerk	B3	3,013.39	695.45
Debtors Clerk	B3	3,013.39	695.45
Edocs Clerk	B3	3,013.39	695.45
Equipment Controller	B3	3,013.39	695.45
Gate Checker Supervisor	B3	3,013.39	695.45
Grader Operator	B3	3,013.39	695.45
Hyster Operator	B3	3,013.39	695.45
Mobile Crane Operator	B3	3,013.39	695.45
Receptionist	B3	3,013.39	695.45
Road Train Driver	B3	3,013.39	695.45
Statistics Clerk	B3	3,013.39	695.45
Staff Bus Driver	B3	3,013.39	695.45
Trunk Driver	B3	3,013.39	695.45
Assistant Fleet Controller	B4	3,129.37	722.22
Cash Collections Superintendent	B4	3,129.37	722.22
Equipment Supervisor	B4	3,129.37	722.22
International Driver	B4	3,129.37	722.22
Secretary	B4	3,129.37	722.22
Skilled Worker (Class 4)	B4	3,129.37	722.22
Store man	B4	3,129.37	722.22
Wages Clerk	B4	3,129.37	722.22
Warehouse Supervisor	B4	3,129.37	722.22
Skilled Worker (Class 3)	B5	3,245.17	748.94
Welder Operator	B5	3,245.17	748.94
Assistant Hub Operator	C1	3,720.40	858.62
Claims Officer	C1	3,720.40	858.62
Customer Service Centre Agent	C1	3,720.40	858.62
Driver Controller	C1	3,720.40	858.62
Driver Instructor	C1	3,720.40	858.62
Driver Trainer	C1	3,720.40	858.62

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Fleet Administrator	C1	3,720.40	858.62
Handyman	C1	3,720.40	858.62
Local Operator	C1	3,720.40	858.62
Personnel Assistant	C1	3,720.40	858.62
Shunt Controller/Supervisor	C1	3,720.40	858.62
Sign Writer	C1	3,720.40	858.62
Skilled Worker (Class 2)	C1	3,720.40	858.62
Spray Painter	C1	3,720.40	858.62
Traffic Controller	C1	3,720.40	858.62
Trailer Inspector	C1	3,720.40	858.62
Vehicle Breakdown Operator	C1	3,720.40	858.62
Welder/Fabricator/Rebuilder	C1	3,720.40	858.62
Yard Supervisor	C1	3,720.40	858.62
Arrivals Controller	C2	3,894.33	898.76
Chief Wages Clerk	C2	3,894.33	898.76
Customer Care Supervisor	C2	3,894.33	898.76
Dispatcher	C2	3,894.33	898.76
Freight Operator	C2	3,894.33	898.76
Hardware Support Technician	C2	3,894.33	898.76
Stores Supervisor	C2	3,894.33	898.76
Systems Operator	C2	3,894.33	898.76
Systems Support Clerk	C2	3,894.33	898.76
Tracking and Dispatch Controller	C2	3,894.33	898.76
Trailer Supervisor	C2	3,894.33	898.76
Wages Controller	C2	3,894.33	898.76
Artisan Auto Electrician/ Journeyman	C3	4,068.16	938.88
Fleet Controller	C3	4,068.16	938.88
Artisan Mechanic-Journeyman	C3	4,068.16	938.88
Artisan Panel Beater-Journeyman	C3	4,068.16	938.88
Systems Support Analyst	C3	4,068.16	938.88
Spray Painter Supervisor	C3	4,068.16	938.88

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Skilled Worker (Class 1)	C3	4,068.16	938.88
Bookkeeper	C4	4,241.99	979.00
Charge Hand	C4	4,241.99	979.00
Claims Officer	C4	4,241.99	979.00
Hub Operator	C4	4,241.99	979.00
I.T. Technician	C4	4,241.99	979.00
Inspector (Horse)	C4	4,241.99	979.00
Systems Administrator	C4	4,241.99	979.00

1. Companies/Employers with employees earning salaries above minimums per grade should not reduce salaries for their employees.
2. Companies/Employers that are able to pay more are encouraged to do so and to advise the Council of such increases.
3. Companies/Employers that are not able to award these increases must apply for exemption to the Council within a month from the date of agreement. Such applications must contain the information as contained in section 28 above.
4. Companies/Employers are reminded to remit Council levies by the due date as required by the law.

SECOND SCHEDULE (*Section 26*)

GRATUITIES

<i>Length of Service (Years)</i>	Percentage of monthly wage on Termination of employment
5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22

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18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35
31	36
32	37
33	38
34	39
35	40

THIRD SCHEDULE (*Section 5(20)*)

DRIVER'S LOG BOOK

Date and day of journey:.....

Name of company:.....

Name of driver:

Name of co-driver:

Time commencing driving:

Breaks in duties:.....

Time finished driving:

Driver's signature:.....

Employer's signature and date:

Collective Bargaining Agreement: Transport Operating Industry

FOURTH SCHEDULE (Section 27)

FORM OF NOTICE

Name of establishment:.....

In terms of section 25 of the Transport Operating Industry, Collective Bargaining Agreement:

(a) the number of ordinary working hours per week are:

.....
.....

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

.....

(c) as read with Public Holidays and Prohibition Act [*Chapter 10:21*]:

.....

(d) maternity leave as per the Labour Act:

.....

FIFTH SCHEDULE (Section 15 (3))

CASUAL EMPLOYEES

Name:

Position: Grade:

Period of contract:

Commencing day of work:

Hours of work:

Wage rate:

Pay day:

Provision of accommodation:

Details of any bonus or incentive production scheme in operation:

.....

Provision for benefits during sickness:

Vacation leave:

SIXTH SCHEDULE

CODE OF CONDUCT

NATIONAL EMPLOYMENT COUNCIL

for the TRANSPORT OPERATING INDUSTRY

COLLECTIVE BARGAINING AGREEMENT: TRANSPORT OPERATING
INDUSTRY

This Agreement shall be the Transport Operating Industry Code of Conduct and Grievance Management procedures. It has been made and entered into in terms of the Labour Act [*Chapter 28:01*] between the Transport Operators Association (hereinafter referred to as the employers) of the one part and The Transport & General Workers Union (hereinafter referred to as the employees or the Trade Union) on the other part being parties to National Employment Council for the Transport Operating Industry. Whereas the Trade Union and the employers' organisation have reached an agreement regarding the Code of Conduct and the Grievance Management Procedures in the Transport Operating Industry.

- A. INDEX
 - A.1 Introduction.
 - A.2 Definitions.
 - A.3 General Principles of the Code.
 - A.4 Principles in Administering Disciplinary Action.
 - A.5 Bodies/authorities responsible for the administration of the code.
 - A.6 Duties and rights of the employers.
 - A.7 Duties and rights of workers committee and Union Representatives.
 - A.8 Disciplinary Committee.
- B. Suspension Provisions.
- C. Disciplinary and Investigation Procedures.
- D. Hearing Procedures.
- E. Disciplinary Committee/Disciplinary Officer Decision.
- F. Appeals and Review of Matters.
- G. Disciplinary warnings.
- H. Miscellaneous.
- I. Grievance Procedures (Individual).
- J. Time and Period of Grievance Management.
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ANNEXURES

- Annexure 1 Definition of offences.
- Annexure 2 Action Code.
- Annexure 3 Written warning form.
- Annexure 4 Final written warning form.
- Annexure 5 Appeal form.

A1. INTRODUCTION/APPLICATION OF THIS CODE

- (i) This Code of Conduct (hereinafter referred to as the 'Code') may be cited as the Transport Operating Industry Code of Conduct and Grievance Management Procedures.
- (ii) The Code shall come in operation on the date of registration by the Registrar of Labour.
- (iii) The Code shall apply to all NEC graded employees in the manner and extent as provided for in the Principal Collective Bargaining Agreement of the Council, and as amended from time to time.

A2. DEFINITIONS

“chief executive” means Managing Director, Partner or Proprietor i.e. the person who is the highest authority in the enterprise/group of companies, or in the absence of such person the highest authority present;

“code” means the set of agreed procedures, principles and acts, which are designed to regulate and promote good behaviour at the workplace and in this agreement. The code shall apply to all NEC graded employees in the industry regardless of race, tribe, place of origin, political affiliation, colour, creed, gender, position at work or in society;

“chairperson” means the Human Resources representative or other persons delegated to perform such duties and shall be responsible for chairing disciplinary hearings;

“day” means a working day;

“discipline” means the voluntary conduct of behaviour whereby both employer and employee shall conform to established rules and regulations because they understand and believe in them;

“disciplinary officer” means a person appointed by the employer to deal with or to preside over and cover disciplinary cases because there are 4 or less managerial employees/or 6 or less non-managerial employees in a company/establishment;

“employers organisation” means Transport Operators' Association of Zimbabwe;

“grievance” means any expressed complaint, discontent, dissatisfaction or sense of unjust treatment or unfairness to an employee’s employment and includes particular behaviour on the part of management or fellow employee;

“minor offence” means an offence, which causes moderate frustrations, interference or disruption to the company’s operations, interests, standards and requirements;

“serious offence” means an offence, which causes serious frustrations, interference or disruption to the company operations, interests, standards and requirements;

“union” means Transport and General Workers Union;

“union representative” means person/s appointed by the Union to represent the interests of the members/employees at the workplace or undertaking and is authorised to represent employees in disciplinary cases;

“workers committee” means a committee elected in terms of the Labour Act [*Chapter 28:01*];

“works council” means a council composed of an equal number of representatives drawn from the employer and from the members of a workers committee.

For definitions of offences please see Annexure 1

A3. GENERAL PRINCIPLES OF THE CODE

1. The purpose of the Code is to provide a standard procedure which is designed to encourage parties in an employment relationship or situation to observe reasonable standards of conduct or behaviour and work performance and to establish fair methods of dealing with disciplinary and grievance cases.
2. Before a party can be held responsible or accountable for breaches or infringements to rules and regulations of the organisations and the standard he/she is expected to maintain, he/she must be aware of them or alternatively, he/she must have reasonable opportunity to know them.
3. Discipline is a system designed to promote orderly conduct involving the creation of an attitude and an organisational climate where both employers and employees willingly conform to established rules.
4. The Code is not intended to be a substitute for good management but sets out the broad guidelines and procedures to be followed in the administration of discipline and the processing of grievances.

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5. The parties must recognise that the code cannot cover every case and situation and therefore due regard should be given to the facts of each particular case. Management's discretion must be used within the framework of and in accordance with the spirit of the code.
6. The parties must have regular meetings to review matters concerning or arising out of the application of the code.
7. Any period laid down for submission of appeals and grievances may be extended by an off day or public holidays within that period.
8. An appeal lodged out of time may be accepted if there are reasonable grounds to do so.
9. All cases of strikes or collective job action or lockouts shall be handled in terms of the Labour Act.

A4. PRINCIPLES IN THE ADMINISTRATION OF DISCIPLINE:

1. Consistency of Treatment
The Code must be applied in an equitable, consistent manner and the facts of each particular case must be taken into account. This does not necessarily mean that two persons committing similar or the same misconduct or offences must be given the same penalty.
2. Appropriate Penalties
The Disciplinary action must be appropriate to the seriousness of the offence committed and proven.
3. Commitment to Disciplinary Action
The parties must be committed to ensuring that discipline within an employing organisation is carried out in a manner that ensures that both substantive and procedural justice and fairness are respected at all times.
4. Progressive Disciplinary Action
The parties shall agree to the principle of progressive discipline whereby more severe disciplinary action is applied to repeated acts of misconduct.
5. Application of Disciplinary Action
The disciplinary procedures shall apply to all graded employees.
6. Avoid Delay
Disciplinary action shall, whenever possible, be promptly administered. Justice demands this. Unnecessary delays in hearing or disposing of cases breeds resentment and may lead to dissipation of evidence. From

the date proceedings have commenced, cases should be concluded within (14) fourteen working days if the alleged misconduct was committed within Zimbabwe, and twenty-eight (28) working days if committed outside Zimbabwe, unless there are exceptional reasons warranting a longer period.

7. Burden of Proof

It is the responsibility of the complainant to establish that the accused is guilty of the alleged offence.

8. Rights of the Individual

Anyone alleged to have committed an offence shall have the right to—

8.1 be advised in writing of the nature and grounds of the alleged misconduct.

8.2 to be represented either by a duly and authorised member of the registered Trade Union, legal practitioner, or member of the Workers Committee at every stage of the case. However, should such a representative fail to be present after being given reasonable notice to enable his/her attendance, the hearing shall proceed in his/her absence.

8.3 to be given at least 3 working days' notice before the hearing.

8.4 call witnesses and cross examine anyone who may have testified against him/her.

8.5 appeal against the findings or decision arrived at.

A.5. BODIES/AUTHORITIES RESPONSIBLE FOR THE ADMINISTRATION OF THE CODE

A.5.1 Works Council.

A.5.2 Human Resources Representative.

A.5.3 Immediate Superior.

A.5.4 Departmental Head.

A.5.5 Disciplinary Committee.

A.5.6 Disciplinary Officer.

A.5.7 Chief Executive.

A.5.8 NEC.

A.6 DUTIES AND RIGHTS OF THE EMPLOYER

A.6.1 Manage the business of the undertaking effectively.

A.6.2 Develop jointly with their employees or employee recognised representatives, effective Industrial Relations policies consistent with the principles of the Code.

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- A.6.3 Maintain jointly with their employees or their recognised representatives, effective arrangements for negotiations, consultations and communication and for settling grievances and labour disputes at the lowest level.
 - A.6.4 Deal with grievances and disciplinary cases at the plant level in accordance with the Code.
 - A.6.5 Act in good faith in all dealings with employees or the employee representatives.
- A.7 RIGHTS AND DUTIES OF THE WORKERS COMMITTEE AND UNION REPRESENTATIVES
- A.7.1 Protect and promote the rights and interests of its members and all employees.
 - A.7.2 Develop jointly with the employer structures and procedures at plant level for negotiating terms and conditions of employment and for peaceful settlement of disputes.
 - A.7.3 To ensure that all employees and their representatives observe and comply with collective bargaining agreements.
 - A.7.4 Abide by the terms and conditions of the Collective Bargaining Agreements.
 - A.7.5 Act in good faith in all relationships and dealings with the employer.
 - A.7.6 Encourage the promotion of productivity.
- A.8 DISCIPLINARY COMMITTEE
- A.8.1 There shall be established in each undertaking a disciplinary committee consisting of five members.
 - A.8.2 Two shall be appointed by management.
 - A.8.3 Two shall be elected by the workers committee or by the union where there is no workers committee, and
 - A.8.4 The Chairperson who shall be the Human Resources representative or any other persons with delegated authority to perform such duties, and has no voting right. The Chairperson also ensures that the hearing is conducted in a free and fair manner.
 - A.8.5 These members shall hold office for a period of two years and may be reappointed by their respective parties.

A.9 DISCIPLINARY OFFICER

- A.9.1 There shall be appointed in each undertaking a disciplinary officer to deal with or preside over disciplinary cases where there is no disciplinary committee because there are (4) four or less managerial employees and/or (6) six or less non-managerial employees in a company/establishment.
- A.9.2 The disciplinary officer shall ensure that the hearing is conducted in a free and fair manner.
- A.9.3 The disciplinary officer shall hold office for a period of 2 years, and may be reappointed by the employer.

B. SUSPENSION PROVISIONS

- B.1 The Human Resources representative or any other persons with delegated authority shall have the authority to suspend an alleged offender with pay and benefits, if he or she believes that the presence of the alleged offender might interfere with investigations and/or compromise the efficient operations of the company, provided that:
 - B.1.1. The hearing shall be conducted within fourteen working days from the effective day of the suspension.
 - B.1.2. An employee's employment may not be terminated during suspension period without reference to this Code of Conduct.

C. DISCIPLINARY AND INVESTIGATION PROCEDURES.

The following procedures shall apply to all alleged offending persons irrespective of their seniority or rank.

- C.1 When an offence is alleged to have been committed by an employee, immediate superior shall:
 - C.1:1 investigate the act of the alleged misconduct.
 - C.1:2 gather facts of the alleged misconduct and have them confirmed by the parties.
 - C.1:3 conduct investigations in accordance with the rules of natural justice.
- C.2 When the immediate superior has completed his/her investigations he/her may dismiss the case and advise the alleged offender and any other persons involved accordingly if satisfied that the alleged offender has no case to answer or—
 - C.2.1 If satisfied that the employee has a case to answer, refer the case to the Human Resources representative or any other

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designated persons.

- C.2.2 When the Human Resources representative receives the case, he/she shall review the case and decide whether the employee has a case to answer or not.
- C.2.3 If the Human Resources representative determines that the employee does not have a case to answer, he/she dismisses the case and advises the employee or employee representative and the immediate superior accordingly.
- C.2.4 If the Human Resources representative determines that the employee has a case to answer he/she shall give reasonable notice to both the employee and the immediate superior advising them of a hearing date. Reasonable notice shall be deemed to be not less than three (3) working days before the date and time of the hearing.
- C.2.5 The notice shall inform the alleged offender in writing of the nature and the particulars of the alleged offence.
- C.2.6 Inform the alleged offender in writing of the date, time and place of the hearing.
- C.2.7 Inform the alleged offender of his/her rights to representation in terms of this Code (ie. D below).
- C.2.8 Inform the alleged offender of his right to call witnesses if he/she wishes to do so.

D. HEARING PROCEDURES

The following procedures shall apply to all employers and employees in the Transport Operating Industry.

When conducting a hearing, the Disciplinary Committee/Disciplinary Officer shall ensure that:

- D.1 The nature and the particulars of the alleged misconduct are put to the alleged offender, and that he/she understands them.
- D.2 The employer shall appoint a person to act as secretary during the hearing who shall take minutes of the proceedings.
- D.3 The complainant shall lead evidence before the respondent submits his/her defense.
- D.4 Afford the accused the opportunity to represent himself/herself either personally or by a fellow employee, or workers committee member, a representative of the Trade Union which is party to this agreement or a legal practitioner.

- D.5 The alleged offender is given the right to attend the hearing, and that the principles of substantive and procedural justice are observed.
 - D.6 All witnesses are called to the hearing whenever their testimony is necessary in the interest of justice.
 - D.7 If the offence involves information that is of a technical nature requiring specialised knowledge, reasonable steps are taken to call the appropriate witnesses to give evidence.
 - D.8 At the conclusion of the hearing, the Disciplinary Committee/Disciplinary Officer shall make a summary of the agreed or established facts and shall make its determination either at the conclusion of the hearing if circumstances permit or at a future date. However, the determination shall be made available to all parties within five consecutive working days from the date of the hearing.
- E. DISCIPLINARY COMMITTEE/DISCIPLINARY OFFICER DECISION
- When deciding on an appropriate penalty, the Disciplinary Committee/Disciplinary Officer shall take the following into consideration:
- E.1 the seriousness of the case as judged against the offender's duties;
 - E.2 all the facts surrounding the case;
 - E.3 The adjudicating authority shall, in addition to considering the nature of gravity of any misconduct on the part of the employee, consider whether any mitigation of the misconduct avails to an extent that would have justified action other than dismissal, including the length of the employee's service, the employee's previous disciplinary record, the nature of the employment and any special personal circumstances of the employee;
 - E.4 in the case of an employee/s, the employees' submissions must be taken into account;
 - E.5 after imposing an appropriate penalty, the Disciplinary Committee / Disciplinary Officer shall communicate his/her findings to the head of the departments and/or to the employee or offender's representative;
 - E.6 the immediate superior shall implement the disciplinary decision in consultation with the head of department;
 - E.7 in the event of a deadlock by the Disciplinary Committee it shall forward a copy of the signed record of proceedings to the Chief Executive for a final decision. Before making a decision the Chief Executive may interview the accused. Where the Chief Executive Officer makes a decision because of a deadlock, any appeal lies directly to the Labour Court;
 - E.8 if a case is not concluded within (30) days, unless the parties agree

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otherwise in writing, then such case may be referred to the National Employment Council for the Transport Operating Industry.

E. APPEALS AND REVIEW OF MATTERS

A party, which may be aggrieved by the decision of the Disciplinary Committee/Disciplinary Officer as per E above, may within five working days—

F.1 Appeal to the Chief Executive in terms of Annexure 5 of the Code of Conduct.

F.1.1 Appeals to the Chief Executive shall be in writing, and shall state the grounds of appeal.

F.1.2 The Chief Executive shall make a decision and communicate it in writing to the employee or his/her representative within fourteen (14) working days.

F.1.3 Any party aggrieved by the decision of the Chief Executive shall have the right to appeal to the Labour Court within twenty-one working days.

NB: Records of all proceedings shall be kept for sixty (60) months.

G. DISCIPLINARY WARNINGS

The following shall apply in respect of disciplinary warnings.

G.1 Verbal warning shall be recorded and shall constitute the first method of directing alleged offenders toward meeting acceptable standards of conduct and performance. It should be noted that recorded warnings shall be issued by immediate superior.

G.2 First written warning letter may be issued by immediate superiors or departmental heads in line with the procedures prescribed in this code and also in accordance with the provisions of this code, and shall be in force for a period of six months.

G.3 Final written warning letters shall be issued by the Disciplinary Committee/Disciplinary Officer and shall be in force for a period of twelve months.

G.4 All written warning letters shall be in the prescribed format set out in the annexures of this code. Only these warning forms shall be recognised as a valid warning letters.

H. MISCELLANEOUS

H.1 All appeals shall be made within the time periods stated in this code.

- H.2 In calculating the various time periods, off days, weekends and public holidays shall be excluded.
- H.3 Management shall ensure that all necessary clerical and other facilities are made available for the smooth functioning of the Disciplinary Committee/Disciplinary Officer.
- H.4 No employee involved in a disciplinary hearing including the complainant, shall suffer any loss of wages/salary for the work/time lost in this manner.
- H.5 All records of proceedings shall be kept on file for a period of sixty months.
- H.6 The Disciplinary and Grievance handling procedures shall be followed at all times.
- H.7 All records of the proceedings shall also be given to the complainant and to the offender.

I. GRIEVANCE PROCEDURE (INDIVIDUAL)

Pre-amble

Parties should follow the procedures detailed below in order to resolve grievances at the lowest levels possible.

Every employee has a right to seek redress for any grievance, whether it affects him individually or collectively. All grievance cases shall be handled without discrimination.

The parties agree that, it is in their mutual interest to observe a grievance procedure by which all grievances are considered resolved. To this end, the grievance procedures detailed below are intended to serve as a channel for resolving problems with an employee or a group of employees who may wish to raise their complaints.

The intention of the parties is that grievances are resolved at the earliest possible stage and as quickly as possible and the time records specified below are the maximum time periods to be utilised to the full unless where the complexity of the grievance requires full use of the time periods.

Failure to respond to a grievance shall be deemed to constitute an unfair labour practice.

The employee representatives shall be entitled to reasonable time during working hours to investigate the issues involved in the grievance.

The employer shall ensure that all necessary clerical and other facilities are made available to all concerned for the smooth functioning of the grievance handling machinery.

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No employee or his/her representatives or any other person what-so-ever involved in the grievance handling proceedings or enquiries shall suffer any loss of wages in respect of the hours spent in handling a grievance. No member of management shall be entitled to deal with a grievance where the complaint is directed against him.

J. TIME AND PERIOD IN GRIEVANCE MANAGEMENT

Stage 1

An aggrieved employee, may raise the grievance either personally or through a representative with their immediate superior.

The immediate superior shall investigate and attempt to resolve the grievance within four working days or such longer period as may be agreed with the employee but not exceeding four working days.

Stage 2

If the immediate superior is unable to resolve the grievance to the satisfaction of the complainant within the time allowed, the matter is referred to the Human Resources representative who shall convene a hearing within four working days and make a finding and/or determination. The Human Resources representative shall communicate his finding to the head of department.

Stage 3

If the matter is not resolved within four working days or alternatively if either party is aggrieved by the determination of the Human Resources representative/Head of Department the aggrieved employee shall appeal to the Chief Executive within four working days of receiving the decision.

At the request of the employee, an official of the Union may also attend the hearing for purposes of representing the employee. The enquiry and the hearing by the Chief Executive shall be conducted in the following manner:

- J.3.1 The employee representative shall be given reasonable time during working hours to investigate issues involved, including any consultation that may be necessary.
- J.3.2 Adjourn the meeting for the purpose of further investigations and consultations if necessary.
- J.3.3 The Chief Executive's determination and/or recommendation together with all relevant facts shall be communicated to the complainant who may declare a dispute and refer the matter to the NECTOI. This determination shall be given within (14) fourteen working days.

J.3.4 The Designated Agent of the Employment Council shall investigate the issue appealed against, and resolve it in terms of the Labour Act.

K. GRIEVANCE PROCEDURE (COLLECTIVE)

In every case where the issue concerns a collective grievance, the following procedures shall apply:

1. The Union or Workers Committee shall raise the issue in writing to the Works Council.
2. If the decision of the Works Council does not resolve the issue satisfactorily, the matter shall be referred to the Chief Executive.
If the decision of the Chief Executive does not resolve the issue satisfactorily, the matter shall be referred to NECTOI.

L. DESIGNATED AGENTS OF THE COUNCIL

1. The National Employment Council for the Transport Operating Industry shall, through its Designated Agents, administer and enforce all the provisions of this Code of Conduct in the same manner and/or in accordance with the principle agreement.
2. Any failure to comply with any provision of this Code amounts to unfair labour practices/standards, which may lead to prosecution in terms of the Labour Act [*Chapter 28:01*][as amended].

M. POLICY STATEMENT ON SEXUAL HARRASSMENT

1. The National Employment Council for the Transport Operating Industry clearly states that sexual harassment of any kind will not be condoned in this industry.
2. Any person who indulges in such behaviour at workplaces will be dealt with in terms of this code. Where such incidents result in litigation, the enterprise/industry will be bound to make available the internal records of its investigations into the matter. (for definition of Sexual harassment please see Annexure 1—definition of offences Number 44 below).

ANNEXURE 1—DEFINITION OF OFFENCES

1. Absence from Specific Place of Work

An employee is absent from his/her specific place of duty if he/she wanders off without permission or reasonable excuse when he/she should be present at his/her place of duty.

2. Absence without leave

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An employee is absent from work without leave if he/she takes time off without authority, or if he/her takes time off without being granted leave of absence. He/She may, however, be excused if he/she can offer a reasonable excuse for his/her absence.

3. Aiding Stealing

An employee aids stealing if he/she enables, encourages or permits any person to steal the employer's property or refuses to give any information within his/her knowledge concerning the stolen property or deliberately closes his/her eyes to the obvious.

4. Alcohol and drug abuse

An employee is guilty of alcohol and/or drug abuse if he/she consumes liquor or illegal drugs or is under the influence of liquor or illegal drugs during working hours.

5. Assault and Battery

An employee is guilty of assault and battery if he/she intentionally puts another employee in reasonable apprehension of an imminent, harmful or offensive contact and causes actual physical harm.

6. Breach of Confidence

An employee is guilty of breach of confidence if he/she has access to confidential matters by virtue of his/her position and he makes disclosures to unauthorised persons.

7. Clocking Another Employee's Time Card

An employee is guilty of clocking another employee's time card if he/she intentionally clocks in or out on behalf of another employee or brings about unauthorised alterations onto time or job card.

8. Clock Watching

An employee is guilty of clock watching if he/she abandons work before time, even if he/she has no other work to do, unless he/she has obtained permission from his/her superior.

9. Concealing One's Defective Work

An employee is guilty of concealing defective work if he/she covers or conceals work, which is not properly done and not up to standard.

10. Corruption

An employee is guilty of corruption if he/her takes bribes or misuses his/her position for personal gain.

11. Criminal Conviction

An employee is guilty of criminal conviction if he/she commits a criminal offence which is work related.

12. Damaging Property

An employee is guilty of damaging property if without necessity or justification he/she wilfully causes damage to any property or destroys it or throws it away.

13. Discreditable Conduct

An employee is guilty of discreditable conduct if he/she is rude and uncooperative towards members of the public who have dealings with the employer.

14. Disobedience to Orders

An employee is guilty of disobedience to orders if he/she shows a clear intention that he/she will not carry out the order or does in effect not carry out the order. The orders, which may be in the form of safety rules, factory regulations, standing orders or instructions whether written, or oral if brought to the notice of the employee by a person in authority must be obeyed unless they are unlawful.

15. Disobeying Safety Rules

An employee is guilty of disobeying safety rules if he/she disregards safety rules and regulations.

16. Disrespectful Conduct

An employee is guilty of disrespectful conduct if by words or conduct he/she degrades any person in authority.

17. Doing Private Business or Work During Working Hours

An employee is guilty of doing private business or work during working hours if he/she takes on work other than that which he/she is employed to do during working hours. (paid time). It is a misconduct if he/she devotes that time to do his/her own private business or work whether or not it is for gain.

18. Embezzlement

An employee is guilty of embezzlement if he/she converts the company's property received by him/her on behalf of the employer to his/her own use.

Collective Bargaining Agreement: Transport Operating Industry

19. Expressing Offensive Views

An employee is guilty of expressing offensive views on Trade Union, Employers Association, National Employment Council, economic, social, political, religious or sexual matters if the views are said in such a way to annoy any person of reasonable temper.

20. Extortion

An employee is guilty of extortion if under threat, negligence of duty or abuse of position, he/she demands money or a favour from an employee or a member of the public dealing with the company.

21. Failure to Wear Personal Protective Equipment

An employee is guilty of failure to wear personal protective equipment if he/she fails to do so after it has been provided.

22. Falsification of Qualification Certificates

An employee is guilty of falsification of qualification certificate(s) if he/she alters or intentionally improperly obtains and presents such certificate(s) to the employer.

23. Falsifying records

An employee is guilty of falsifying records if he/she makes or alters any record with an intention to deceive.

24. Fighting

An employee is guilty of fighting if he/she exchanges blows with another party whilst on duty and or in the workplace.

25. Fraud

An employee is guilty of fraud if he/she intentionally makes a representation to a party knowing it to be untrue, or causes actual or potential prejudice to another.

26. Gross Negligence

An employee is guilty of gross negligence if there is proven aggravated or excessive negligence in the performance of his duty.

27. Habitual Tardiness

An employee is guilty of habitual tardiness by consistently acting in a slow manner that endangers other workers, property or production at the workplace.

28. Horseplay

An employee is guilty of horseplay if he/she indulges in rough and noisy behaviour that may affect the concentration of other employees or result in unintentional physical harm.

29. Inefficiency

An employee is guilty of inefficiency if he/she is unable to do his/her work with the level of skill and speed which would be reasonably expected of an employee qualified for the job.

30. Instigating or Taking Part in Unlawful Job Action

An employee is guilty of instigating or taking part in an unlawful job action if he/she so engages in such action.

31. Insubordination

An employee is guilty of insubordination by word or demeanor if he/she defies authority, a superior or manager.

32. Intimidation

An employee is guilty of intimidation if by threats he/she obstructs another from performing his/her duties or uses unlawful means to compel another to act against his/her will.

33. Lateness

An employee is guilty of lateness if he/she is not at work at the stipulated time.

34. Laziness

An employee is guilty of laziness if he/she willfully performs below the accepted standard.

35. Making Threats

An employee is guilty of making threats during working hours if he/she causes fear and alarm by an act or omission, words or conduct which leads to apprehension, fear to another or his/her family whether at present or in future.

36. Malingering

An employee is guilty of malingering if he/she obtains leave or endeavours to obtain a medical certificate by false pretences in order to secure such leave.

37. Misuse of Company Property

An employee is guilty of misuse of company property if he/she uses it for unauthorised purposes or removes the same from company premises to use it for private purposes without authorisation.

38. Neglect of Duty

An employee is guilty of neglect of duty if he/she does not perform or abandons his/her job or does not care whether his/her job is done or not.

39. Negligence

An employee is guilty of negligence if he/she does not take reasonable care in the performance of his/her job to avoid acts or omissions, which he/she can reasonably foresee that would be likely to cause loss or danger or injury.

40. Pirating

An employee is guilty of pirating if found using a company vehicle which is unauthorised to carry passengers as a taxi for monetary gain or reward.

41. Possession of Dangerous Weapons

An employee is guilty of possession of dangerous weapons if he/she is found with items that he/she cannot reasonably justify having which could be used for a lethal purpose unless it is with special permission from authorities and employer.

42. Refusal to Perform a Contractual Duty

An employee is guilty of refusal to perform any of the duties he/she is employed to do or which are relevant to his/her work.

43. Sabotage

An employee is guilty of sabotage if he/she deliberately interferes with any machinery, equipment or resource with the intention of disrupting production, spoiling products or causing loss to the employer.

44. Sexual Harassment

An employee is guilty of sexual harassment if he/she engages in any repeated unwanted verbal or physical gestural sexual explicit derogatory statement, or sexual discriminatory remark made by someone in the workplace which is offensive to the worker involved and causes the person to feel threatened, humiliated, patronised, or harassed, or interferes with the person's job performance and undermines job security, or creates a threatening or intimidating environment.

45. Sleeping on Duty

An employee is guilty of sleeping on duty if he/she falls asleep at any time whilst on duty.

46. Smoking in Prohibited Areas

An employee is guilty of smoking in prohibited areas if he/she smokes anywhere other than the designated smoking area.

47. Stealing/Theft

An employee is guilty of theft/stealing if he/she dishonestly takes property belonging to the employer or another employee without the owner's permission with the intention of permanently depriving the owner of the property.

48. Use of Abusive or Insulting Language

An employee is guilty of use of abusive or insulting language if he/she uses language to demean, ridicule or show contempt to another.

ANNEXURE 2—ACTION CODE.

Disciplinary responsibility is as follows—

Offence	Responsible Official
Minor	Immediate Superior
Moderate	Department Head
Serious	Disciplinary Committee/Disciplinary Officer
Dismissal	Disciplinary Committee/ Disciplinary Officer/Chief Executive

Offence	1st Breach	2nd Breach	3rd Breach	4th Breach
Minor	Verbal warning	Written warning	Final written warning	Dismissal
Moderate	Written warning	Final written warning	Dismissal	
Serious	Dismissal			

Disciplinary penalties are as follows—

Offence	1st Breach	2nd Breach	3rd Breach	4th Breach
<i>1. Absenteeism</i> 1.1 Without permission or excuse for one day	Verbal warning and loss of pay	Written warning and loss of pay	Final written warning and loss of pay	Dismissal

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1.2 Absence for two consecutive days without reasonable excuse	Written warning and loss of pay	Final written warning and loss of pay	Dismissal	
1.3 Absence for three to four consecutive working days without reasonable excuse	Final written warning and loss of pay	Dismissal		
1.4 Absence from work for five or more consecutive working days without reasonable excuse	Dismissal			
2. Sub-standard performance				
2.1 Poor time keeping without reasonable excuse	Verbal warning	Written warning and loss of pay	Final written warning and loss of pay	Dismissal
2.2 Gross incompetence or inefficiency in performance of work	Final written warning	Dismissal		
2.3 Negligence	Final Written warning	Dismissal		
2.3.1 Gross Negligence	Dismissal			
2.4 Lack of skill which an employee held himself to possess	Dismissal			

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3. <i>Indiscipline and disorderly conduct</i>				
3.1. Failure to comply with standing instructions or to follow established procedures	Written warning	Final Written Warning	Dismissal	
3.2 Refusal to work overtime without reasonable cause provided 24 hours' notice is given	Written Warning	Final Written Warning	Dismissal	
3.3 Non-attendance for overtime having agreed to work without reasonable excuse	Final Written Warning	Dismissal		
3.4 Arriving at work intoxicated	Final Written Warning	Dismissal		
3.5 Proven intoxication of alcohol and/or non-prescribed or illegal drugs, rendering an employee incapable of performing his work properly	Dismissal			
3.6 Use of abusive language or words indicating ridicule or contempt towards any person	Final Written Warning	Dismissal		
3.7 Insubordination	Final Written warning	Dismissal		

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3.8 Attempting or threatening conduct	Final written warning	Dismissal		
3.9 Fighting/ Assault	Dismissal			
3.10 Disobeying and/or disregarding good housekeeping procedures & rules	Written warning	Final Written warning	Dismissal	
3.11 Disobeying and/or disregarding good work practices	Final written warning	Dismissal		
3.12 Abuse of clock cards	Final written warning	Dismissal		
3.13 Clocking another employee's card (both parties) with intention	Final written warning	Dismissal		
3.14 Willful disobedience of a lawful order given by the employer	Dismissal			
4. Willful & unlawful destruction of the employer's property				
4.1 Abuse of company vehicles	Final Written Warning	Dismissal		
4.1.1 Proven negligence resulting in serious damage				
4.1.2 Proven negligence resulting in the write off of a vehicle	Dismissal			

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4.1.3	Carrying unauthorised passengers on employer's vehicles	Final Written Warning	Dismissal		
4.1.4	Pirating (use of company vehicle for reward)	Dismissal			
4.2	Company property				
4.2.1	Willful and unlawful destruction	Dismissal			
4.2.2	Negligent loss of property	Dismissal			
4.2.3	Misuse of property i.e. for personal gain	Dismissal			
5.	<i>Theft or fraud</i>				
5.1	Proven cases of theft or fraud	Dismissal			
6.	<i>Inciting and/or taking part in unlawful industrial action</i>	Dismissal			
7.	<i>Breach of confidence involving company secrets</i>	Dismissal			
8.	<i>Safety</i>				
8.1	Failure to wear protective clothing or to use safety equipment when supplied	Written Warning	Final Warning	Dismissal	
8.2	Disobeying safety rules	Written warning	Final written warning	Dismissal	

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8.3 Smoking in prohibited places	Final written warning	Dismissal		
8.4 Tampering with safety equipment— Minor consequences Serious consequences	Final written warning Dismissal	Dismissal		
9.2 Negligent driving	Final written warning	Dismissal		
9.3 Suspension or prohibition from driving	Dismissal			
9.4 Conviction of a criminal offence which is work related for theft, dishonesty, bribery, fraud and assault	Dismissal			

10. Conviction of criminal offences other than those in paragraph 9	Management reserves discretionary rights in consultation with the workers committee		
11. Civil offence and being required to serve an effective prison sentence	Management reserves discretionary rights in consultation with the workers committee		
12. Sexual harassment	Written warning	Final written warning	Dismissal
13. Extortion	Dismissal		

COLLECTIVE BARGAINING AGREEMENT: TRANSPORT OPERATING
INDUSTRY

ANNEXURE 3

WRITTEN WARNING

(In triplicate)

Employee's name:

Offence for which warning was given:

You are hereby given a written warning in respect of the offence listed above. Should you transgress the Code of Conduct again within the period of validity of this warning, further disciplinary action will be taken against you.

Period of validity of warning: 6 months

Signed:.....
(Immediate Superior/ Departmental Head)

Print Name.....

A copy of this written warning was given to the employee in my presence:

Signed:.....
(Workers Committee Representative)

Print name:

I acknowledge receipt of this warning*

Signed:.....
(Employee)

Collective Bargaining Agreement: Transport Operating Industry

I do/do not accept that the warning was justified:
(Delete inapplicable)

Signed.....
(Employee)

- * NOTE THAT AN ACCEPTANCE OF A WARNING BY AN EMPLOYEE IS NOT NECESSARILY AN ACCEPTANCE OF GUILT BUT IS MERELY AN ACKNOWLEDGEMENT OF RECEIPT OF THIS WARNING AND SHALL NOT PREVENT AN APPEAL.

If the employee has refused to sign this warning, please endorse accordingly.

ANNEXURE 4

FINAL WRITTEN WARNING

Employee's Name.....Date:.....
Offence for which warning was given.....
.....

You are hereby given a final written warning in respect of the offence listed above. Should you transgress the Code of Conduct again within the period of validity of this final written warning, you will be in danger of being dismissed. This final written warning is valid for a period of 12 months.

Signed:.....
(Disciplinary Committee Chairman/
Disciplinary Officer)

Print Name:

A copy of this written warning was given to the employee in my presence:

Signed:.....
(Workers Committee Representative)

Print Name:

I acknowledge receipt of this warning*

Signed.....
(Employee)

I do/do not accept that the warning was justified:

(Delete inapplicable)

Signed.....

(Employee)

* NOTE THAT AN ACCEPTANCE OF A WARNING BY AN EMPLOYEE IS NOT NECESSARILY AN ACCEPTANCE OF GUILT BUT IS MERELY AN ACKNOWLEDGEMENT OF RECEIPT OF THIS WARNING AND SHALL NOT PREVENT AN APPEAL.

If the employee has refused to sign this warning, please endorse accordingly.

COLLECTIVE BARGAINING AGREEMENT: TRANSPORT OPERATING
INDUSTRY

ANNEXURE 5

APPEAL FORM

TO: Chief Executive

FROM:(Applicant)

DATE: _____

RE: NOTICE OF APPEAL

I,, hereby submit/lodge my notice of appeal against the Disciplinary Committee's/Disciplinary Officer's decision handed to me on

My grounds/reasons of appeal are as follows:

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

Collective Bargaining Agreement: Transport Operating Industry

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

Signature:

*NB: Additional relevant information may be attached on a separate sheet.
SEVENTH SCHEDULE (Section 18)*

SPECIAL/COMPASSIONATE LEAVE

(To be completed in duplicate)

The special/compassionate leave application will be limited to a maximum period of twelve (12) working days per annum and not more than three (3) working days at any one time.

I,, wish to apply for the following period of Special/Compassionate Leave:

From:

To: *(Both dates Inclusive)*

Reasons for applying leave:

Signature:

Date:

Approved by:

Title:

Date:

For Office Use:

Approved by:

Total Leave approved:.....

Special/Compassionate Leave Undertaken per above:

Balance due for this annum:

EIGHTH SCHEDULE (*Section 4 [12]*)

APPLICATION TO ENGAGE AN EMPLOYEE IN A LOWER GRADE

Name of Employer:.....

Address:

Employee's Name:

National Registration No.:

Date of Engagement:.....

Occupation: Grade:

Grade Intended:.....

Reasons:

Collective Bargaining Agreement: Transport Operating Industry

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

Date of application:

.....
Signature of Employer *Signature of Employee*

NINTH SCHEDULE (Section 28)

APPEAL FORM

TO: MAIN COUNCIL CHAIRMAN

FROM: (applicant)

ADDRESS:

.....

.....

.....

DATE:

RE: NOTICE TO APPEAL

I/WE,, hereby submit/lodge our notice of appeal against the **Exemptions and Deregistrations Sub-Committee** decision received on the.....

The grounds/reasons of appeal are as follows:

.....

.....

.....

.....

.....

Signature:

Please note that the appeal must be received by the Council within (14) fourteen days working days of the decision having been handed down by the Committee.

TENTH SCHEDULE (*Section 29*)

LEVY RETURN FORM

NEC FOR TRANSPORT OPERATING INDUSTRY

DATE.../.../...

MONTHLY RETURN OF DUES TO THE COUNCIL

Operator:.....

NECTOI Reg No.:

Business Classification:

Count	Employee Code	Employee name	Actual salary	Employee Grade	Employee Contribution 0.69% of basic	Employer Contribution 0.69% of basic	Total Contribution Employer/ employee
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							

Collective Bargaining Agreement: Transport Operating Industry

19							
20							

Prepared by:

Designation:

Phone number:

Total per all grades \$..... Email address:

Total No. of Employees Authorised signature:

Collective Bargaining Agreement: National Employment Council
for Zimbabwe Schools Development Associations and Committees

IT is hereby notified that the Minister of Public Service, Labour and Social Services has, in terms of section 80 of the Labour Act [*Chapter 28:01*], published the Collective Bargaining Agreement as set out in the Schedule.

This agreement was registered in terms of section 79 of the Labour Act [*Chapter 28:01*]

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR ZIMBABWE
SCHOOLS DEVELOPMENT ASSOCIATIONS AND
COMMITTEES

This further agreement, made and entered into in accordance with provisions of the Labour Act [*Chapter 28:01*], between Zimbabwe Schools Development Associations and Committees (herein referred to as the “employers” or the “the employers association”), of the one party, and the National Education Union of Zimbabwe (herein referred to as the “employees” or the “the trade union”), of the other party, being parties to the National Employment Council for Zimbabwe Schools Development Associations and Committees in Government and Council run schools.

1. This collective bargaining agreement is a Cost of Living allowance and is with effect from 1st of November, 2021.

2. Schools Development Associations/Committees employers with employees earning salaries above the minimum per grade stipulated in the tables below should not reduce salaries for their employees, however only when financial incapacity is established at the workplace, should they apply for exemption as per section 4.

3. Where employees are receiving more favourable wages and benefits than those specified in this agreement, these shall not be withdrawn.

4. Schools Development Associations/Committees employers that are not able to award these increases should apply for exemption accompanied by the following requirements:

Collective Bargaining Agreement: National Employment Council
for Zimbabwe Schools Development Associations and Committees

- (i) Must be a contributing member of the Employment Council.
- (ii) Application for Exemption Letter clearly stating number of enrolment, levies charged.
- (iii) Signed minutes (by all present) to the meeting where it was discussed with the workers the need for salary exemptions.
- (iv) The proposed salaries to be awarded per grade.
- (v) Period to be exempted.
- (vi) Summary bank statement for the past 6 months (or that is relevant for the exemption application).
- (vii) Financials: Proposed an actual budget with variances stated, income and expenditure account, audited final accounts, other financial statements (relevant to the exemption application).

5. The Employer shall be responsible for deducting and remitting statutory dues to the respective accounts for:

- (i) Employment Council for Zimbabwe Schools Development Associations and Committees. (NEC ZSDA/C).
- (ii) National Education Union of Zimbabwe (NEUZ).
- (iii) Zimbabwe Schools Development Associations and Committees (ZSDA/C).

6. Interpretation of grades

Grade	Occupation
1	General Worker, Cleaner, Field Worker, Poultry Attendant
2	Swimming pool Attendant, Launderer, Leading Hand, Assistant Office Orderly, Water Attendant, Hostel Aid, Waiter
3	Driver (Class 3), Office Orderly, Clerk Class 1, Assistant Cook, Boiler Attendant, Child Minder, Welder Class 4, Tractor Driver, Nurse Aid

Grade	Occupation
4	Driver (Class 4), Senior Office orderly, Clerk Class 2, Machine Operator, Security Guard, Senior Waiter, Handy Person, Welder Class 3
5	Telephone/Switchboard Operator, Receptionist/ Clerk, Typist/Clerk Class 3, Tuck-shop Keeper, Welder Class 2, Driver Class 2, Head/Grounds Supervisor, Security Supervisor
6	Driver (Class1), Cook, Caretaker
7	Rehabilitation Assistant, Assistant House Keeper, Artroom Assistant
8	Housekeeper, Assistant Librarian, Laboratory Assistant, Mechanic, Plumber, Electrician, Welder Class 1, Builder, Carpenter, Painter, Head Cook/Chef
9	Secretary (Clerical), Farm Manager, Matron/ Boarding Master
10	Accounts Clerk/ Bookkeeper (Class 4)
11	Teacher/Trainer, Lecturer/Tutor/Coach/Journeyman/ Librarian, ECD Teacher, Nurse
12	Bursar/Accounting Officer, Senior Bookkeeper, Administrator, Sports Director
13	Accountant (experienced), Occupational Therapist, Physio-Therapist, Speech Therapist

7. Interpretation of Wage Schedules

Schedule 1 “A” and “B” are for schools which are charging school levies \$2 000,00 and below.

Schedule 2 “A” and “B” are for schools which are charging school levies between \$2 000,01 and \$4 000,00.

Schedule 3 “A” and “B” are for schools which are charging school levies from \$4 000,01 and above.

Collective Bargaining Agreement: National Employment Council
for Zimbabwe Schools Development Associations and Committees

Schedule 4 “A” and “B” are for Better Schools Program Zimbabwe (BSPZ) employees.

Schedule 1 “B”, 2 “B”, 3 “B”, 4 “B” are for employees with national diplomas/ qualification recognised by the relevant Ministry.

Schedule A

Grade	1-4 years	Cost of living allowance	Total	5 years plus	Cost of living allowance	Total
1	10 000	14 000	24 000	10 300	14 000	24 300
2	10 300	14 000	24 300	10 609	14 000	24 609
3	10 609	14 000	24 609	10 927	14 000	24 927
4	10 927	14 000	24 927	11 255	14 000	25 255
5	11 255	14 000	25 255	11 593	14 000	25 593
6	11 593	14 000	25 593	11 941	14 000	25 941
7	11 941	14 000	25 941	12 299	14 000	26 299
8	12 299	14 000	26 299	12 668	14 000	26 669
9	12 669	14 000	26 669	13 048	14 000	27 408
10	13 408	14 000	27 408	13 439	14 000	27 439
11	13 439	14 000	27 439	13 482	14 000	27 842
12	13 842	14 000	27 842	14 257	14 000	28 257
13	14 257	14 000	28 257	14 684	14 000	28 684

Schedule 1A

Schedule 2A

Grade	1-4 years	Cost of living allowance	Total	5 years plus	Cost of living allowance	Total
1	12 000	14 000	26 000	12 360	14 000	26 360
2	12 360	14 000	26 360	12 731	14 000	26 731
3	12 731	14 000	26 731	13 113	14 000	27 113
4	13 113	14 000	27 113	13 506	14 000	27 506

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Grade	1-4 years	Cost of living allowance	Total	5 years plus	Cost of living allowance	Total
5	13 506	14 000	27 506	13 911	14 000	27 911
6	13 911	14 000	27 911	14 329	14 000	28 329
7	14 329	14 000	28 329	14 759	14 000	28 759
8	14 759	14 000	28 759	15 201	14 000	29 201
9	15 201	14 000	29 201	15 657	14 000	29 657
10	15 657	14 000	29 657	16 126	14 000	30 126
11	16 126	14 000	30 126	16 610	14 000	30 610
12	16 610	14 000	30 610	17 108	14 000	31 108
13	17 108	14 000	31 108	17 621	14 000	31 621

Schedule 3A

Grade	1-4 years	Cost of living allowance	Total	5 years plus	Cost of living allowance	Total
1	12 600	14 000	26 600	12 978	14 000	26 978
2	12 978	14 000	26 978	13 367	14 000	27 367
3	13 367	14 000	27 367	13 768	14 000	27 768
4	13 768	14 000	27 768	14 181	14 000	28 181
5	14 181	14 000	28 181	14 606	14 000	28 606
6	14 606	14 000	28 606	15 044	14 000	29 044
7	15 044	14 000	29 044	15 495	14 000	29 495
8	15 495	14 000	29 495	15 960	14 000	29 960
9	15 960	14 000	29 960	16 439	14 000	30 439
10	16 439	14 000	30 439	16 932	14 000	30 932
11	16 932	14 000	30 932	17 440	14 000	31 440
12	17 440	14 000	31 440	17 963	14 000	31 963
13	17 963	14 000	31 963	18 502	14 000	32 502

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Schedule 4A

Grade	1 – 4 years	Cost of living allowance	Total	5 years plus	Cost of living allowance	Total
1	12 000	14 000	26 000	12 360	14 000	26 360
2	12 360	14 000	26 360	12 731	14 000	26 731
3	12 731	14 000	26 731	13 113	14 000	27 113
4	13 113	14 000	27 113	13 506	14 000	27 506
5	13 506	14 000	27 506	13 911	14 000	27 911
6	13 911	14 000	27 911	14 329	14 000	28 329
7	14 329	14 000	28 329	14 759	14 000	28 759
8	14 759	14 000	28 759	15 201	14 000	29 201
9	15 201	14 000	29 201	15 657	14 000	29 657
10	15 657	14 000	29 657	16 126	14 000	30 126
11	16 126	14 000	30 126	16 610	14 000	30 610
12	16 610	14 000	30 610	17 108	14 000	31 108
13	17 108	14 000	31 108	17 621	14 000	31 621

Schedule B

Skilled workers with a National Diploma/professional qualification
recognized by the relevant Ministry.

Schedule 1B

Grade	1–4 years	Cost of living allowance	Total	5 years plus	Cost of living allowance	Total
8	16 727	14 000	30 727	17 229	14 000	31 229
9	17 229	14 000	31 229	17 746	14 000	31 746
10	17 746	14 000	31 746	18 278	14 000	32 278
11	18 278	14 000	32 278	18 826	14 000	32 826

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Grade	1-4 years	Cost of living allowance	Total	5 years plus	Cost of living allowance	Total
12	18 826	14 000	32 826	19 391	14 000	33 391
13	19 391	14 000	33 391	19 973	14 000	33 973

Schedule 2B

Grade	1-4 years	Cost of living allowance	Total	5 years plus	Cost of living allowance	Total
8	20 264	14 000	34 264	20 872	14 000	34 872
9	20 872	14 000	34 872	21 498	14 000	35 498
10	21 498	14 000	35 498	22 143	14 000	36 143
11	22 143	14 000	36 143	22 807	14 000	36 807
12	22 807	14 000	36 807	23 491	14 000	37 491
13	23 491	14 000	37 491	24 196	14 000	38 196

Schedule 3B

Grade	1-4 years	Cost of living allowance	Total	5 years plus	Cost of living allowance	Total
8	24 548	14 000	38 548	25 284	14 000	39 284
9	25 284	14 000	39 284	26 043	14 000	40 043
10	26 043	14 000	40 043	26 824	14 000	40 824
11	26 824	14 000	40 824	27 629	14 000	41 629
12	27 629	14 000	41 629	28 458	14 000	42 458
13	28 458	14 000	42 458	29 312	14 000	43 312

Collective Bargaining Agreement: National Employment Council
for Zimbabwe Schools Development Associations and Committees

Schedule 4B

Grade	1-4 years	Cost of living allowance	Total	5 years plus	Cost of living allowance	Total
8	20 264	14 000	34 264	20 872	14 000	34 872
9	20 872	14 000	34 872	21 498	14 000	35 498
10	21 498	14 000	35 498	22 143	14 000	36 143
11	22 143	14 000	36 143	22 807	14 000	36 807
12	22 807	14 000	36 807	23 491	14 000	37 491
13	23 491	14 000	37 491	24 196	14 000	38 196

Declaration

Memorandum of Agreement for the Collective Bargaining Agreement made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*], of 1996, between Zimbabwe Schools Development Associations and Committees (herein referred to as “the employer” or “the employer’s association”), and the National Education Union of Zimbabwe (herein referred to as “the employees” or “the 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 therein.

Signed at Harare on behalf of the parties this 28th day of October, 2021.

CLAUDIO MUTASA,
ZSDA/C President,
*On behalf of Zimbabwe Schools Development Associations
and Committees (ZSDA/C).*

CDE KENNIAS SHAMUYARIRA,
NEUZ General Secretary,
On behalf of National Education Union of Zimbabwe (NEUZ).

TAWANDA MUTSVAIRO,
NEC Acting General Secretary,
On behalf of NEC for Zimbabwe School Development
Associations and Committees for Government and
Council run Schools (NEC ZSDA/C).

RASTON JOHN CHINYAMUNYAMU,
NEC Chairman,
On behalf of NEC for Zimbabwe School Development
Associations and Committees for Government and
Council run Schools (NEC ZSDA/C).

Statute Law Compilation and Revision (Correction and Assignment
of Chapter Numbers) Notice, 2022

The Law Reviser, in terms of section 11C of the Statute Law Compilation and Revision Act [*Chapter 1:03*], hereby makes the following notice:—

1. This notice may be cited as the Statute Law Compilation and Revision (Correction and Assignment of Chapter Numbers) Notice, 2022.

A. Correction and Assignment of Chapter Number to the Zimbabwe Investment and Development Agency Act [Chapter 14:37] (Act No. 10 of 2019)

2. The Zimbabwe Investment and Development Agency Act [*Chapter 14:37*] (No. 10 of 2019) shall be read and construed as if amended in section 1 by the deletion of “[*Chapter 14:37*]” and the substitution of “[*Chapter 14:38*]”.

B. Correction and Assignment of Chapter Number to the Data Protection Act [Chapter 11:12] (Act No. 5 of 2021)

3. The Data Protection Act [*Chapter 11:12*] shall be read and construed as if amended in section 1 by the deletion of “[*Chapter 11:22*]” and the substitution of “[*Chapter 12:07*]”.

EXPLANATORY NOTE

(This notice does not form part of the notice, but merely explains its contents)

Both Acts cited above had erroneously been assigned Chapter Numbers that were already assigned to other Acts. This notice corrects the error.

Insurance (Amendment) Regulations, 2022 (No. 25)

IT is hereby notified that the Minister of Finance and Economic Development has, in terms of section 89 of the Insurance Act [*Chapter 24:07*], made the following regulations:—

1. These regulations may be cited as the Insurance (Amendment) Regulations, 2022 (No. 25).

2. The Third Schedule to the Insurance Regulations, 1989, published in Statutory Instrument 49 of 1989, is repealed and substituted by the following—

“THIRD SCHEDULE (*Sections 3 and 18*)

FEEES

PART 1

<i>Type of registration</i>	ZWL\$
1. Registration as an insurer carrying on reinsurance business—	
(i) Application fee	60 000,00
(ii) Registration fee	600 000,00
2. Registration as an insurer carrying on life insurance business—	
(i) Application fee	60 000,00
(ii) Registration fee	600 000,00
3. Registration of an insurer carrying on business other than life insurance business—	
(i) Application fee	60 000,00
(ii) Registration fee	600 000,00
4. Registration as an insurer carrying on life and other insurance business—	
(i) Application fee	60 000,00
(ii) Registration fee	600 000,00
5. Registration as an insurer carrying on business solely for the purpose of issuing funeral policies—	
(i) Application fee	60 000,00
(ii) Registration fee	600 000,00

Insurance (Amendment) Regulations, 2022 (No. 25)

<i>Type of registration</i>	ZWL\$
6. Registration of mutual society	
(i) Application fee	60 000,00
(ii) Registration fee	600 000,00
7. Registration of insurance broker—	
(i) Application fee	60 000,00
(ii) Registration fee	600 000,00
8. Registration of Micro insurance companies—	
(i) Application fee	25 000,00
(ii) Registration fee	160 000,00

PART II

Type of registration or licence

1. Insurance agents (general) licence fee	15 000,00
2. Insurance agents (life) licence fee	15 000,00
3. Insurance agents (temporary) licence fee	15 000,00
4. Intermediary licence fee	15 000,00
5. Insurance agent (corporate)	35 000,00
6. Multiple agent (general) licence—	
(i) Application fee	35 000,00
(ii) Registration fee	75 000,00
7. Loss adjuster or surveyor or risk management consultant—	
(i) Application fee	25 000,00
(ii) Registration fee	25 000,00

Annual fees

Life companies	285 000,00
Reinsurance companies	285 000,00
Short Term insurers	275 000,00
Funeral companies	225 000,00
Brokers	150 000,00
Multiple agents	35 000,00
Loss assessors	50 000,00
Agents (individuals)	20 000,00
Agents (corporate)	25 000,00
Micro insurance	75 000,00

Lost certificate

Replacement or issuance of additional certificate of registration 10 000,00”.

3. The Insurance (Amendment) Regulations, 2021 (No. 24), published in Statutory Instrument 85 of 2021, are repealed.

Insurance and Pensions Commission (Levy) Regulations, 2022

It is hereby notified that the Minister of Finance and Economic Development has, in terms of section 33 of the Insurance and Pensions Commission Act [*Chapter 24:21*], made the following regulations:—

Title

1. These regulations may be cited as the Insurance and Pensions Commission (Levy) Regulations, 2022.

Interpretation

2. In these regulations—

“gross written premium” means total premium before deduction of reinsurance premiums and fees payable to brokers or any other deduction whose recipient or beneficiary shall be levied under this statutory instrument;

“levy” has the meaning given to it in terms of section 30(1) of the Act;

“Net Written Premium” means gross premium less reinsurance and fees payable to brokers or any other deduction whose recipient or beneficiary shall be levied under this statutory instrument.

Rate of levy

3. The amount of levy to be paid by—

(a) short term insurers shall be—

a + bx, where—

a = a fixed levy of one hundred and twelve thousand five hundred Zimbabwe dollars per company per quarter

b = rate of 0.01

x = estimated net written premium for the quarter;

(b) short term Reinsurers shall be—

a + bx, where—

a = a fixed levy of one hundred and twelve thousand five hundred Zimbabwe dollars per company per quarter

b = rate of 0.01

x = estimated gross written premium for the quarter;

- (c) funeral assurers shall be—

a + bx, where—

a = fixed levy of one hundred and twelve thousand five hundred Zimbabwe dollars per company per quarter

b = rate of 0.01

x = estimated net written premium for the quarter.
The net written premium includes both new and recurring business;

- (d) life insurance companies shall be levied as follows—

- (i) life insurance companies not administering pension funds—

a + bx, where—

a = a fixed levy of one hundred and twelve thousand five hundred Zimbabwe dollars per company per quarter

b = rate of 0.01

x = estimated net premium written for the quarter;

- (ii) life companies administering both pension and individual life business—

a + bx + cy + qz, where —

a = a fixed levy of one hundred and twelve thousand five hundred Zimbabwe dollars per company per quarter

b = rate of 0.01

x = estimated net premium written for the quarter, including both new and recurring business

c = fixed levy of seven thousand five hundred Zimbabwe dollars per fund per quarter

y = number of pension funds administered by the assurers;

$q =$ a rate of 0.0002

$z =$ estimated market value of pension assets;

- (e) life reinsurance companies shall be levied as follows—
 $a + bx$, where—
 $a =$ a fixed levy of one hundred and twelve thousand five hundred Zimbabwe dollars per company per quarter
 $b =$ rate of 0.01
 $x =$ estimated gross written premium;
- (f) composite insurers/reinsurers shall be levied on a quarterly basis as follows—
 $a + bx$, where—
 $a =$ a fixed levy of one hundred and twelve thousand five hundred Zimbabwe dollars per company per quarter per company
 $b =$ rate of 0.01
 $x =$ gross written premium for the quarter, including both new and recurring business;
- (g) insurance brokers administering pension funds and independent pension fund administrators shall be levied as follows—
 $k + px + qy$, where—
 $k =$ fixed levy of seventy-five thousand Zimbabwe dollars per quarter applicable to insurance brokers and fund administrators administering pension funds
 $p =$ fixed levy of seven thousand five hundred Zimbabwe dollars per pension fund per quarter
 $x =$ number of pension funds administered
 $q =$ a rate of 0.0002
 $y =$ estimated market value of assets of the funds;
- (h) stand alone or industrial pension funds levy per quarter shall be—

$p + xy$, where—

p = fixed levy of seventy-five thousand Zimbabwe dollars

x = rate of 0.0002

y = estimated market value of assets of the fund;

(i) insurance brokers levy per quarter shall be—

$c + qx$, where—

c = a fixed levy of seventy-five thousand Zimbabwe dollars per quarter

q = a factor of 0.01

x = estimated commission for the quarter;

(j) loss adjusters and risk assessors shall pay a flat fee of twenty-two thousand five hundred Zimbabwe dollars per quarter;

(k) individual agents shall pay a flat fee of four thousand five hundred Zimbabwe dollars per quarter;

(l) multiple agents/corporate agents including banc assurance activities shall pay levies quarterly as follows—

$= a + by$, where—

a = a fixed levy of fifty-six thousand two hundred and fifty Zimbabwe dollars per quarter

b = a rate of 0.01

y = estimated commission for the quarter;

(m) insurers and brokers placing business outside Zimbabwe shall be levied as follows—

$a + rx$, where—

a = a fixed levy of ten thousand Zimbabwe dollars per application

r = a rate of 0.025

x = external premium

(n) micro insurance companies shall pay quarterly levies as follows—

$a + bx$, where —

a = a fixed levy of fifty-six thousand two hundred and fifty Zimbabwe dollars per quarter

b = rate of 0,005

x = estimated net written premium for the quarter:

Provided that where an insurer, in addition to micro insurance business, carries on any other insurance business, paragraphs (a) to (m) shall be applied in the calculation of the levy in respect of those other insurance businesses.

Exemption from levy

4. (1) All pension funds whose monthly pension contributions are less than one hundred thousand Zimbabwe dollars may be exempted from paying the fixed levy but the variable component shall be payable at the rate of 0,0002.

(2) Pension funds referred to in subsection (1) shall apply to the Commissioner for exemption from paying the fixed levy.

5. (1) All levies shall be paid quarterly on or before the 12th of the first month of the quarter to which they apply as follows—

- (a) 1st quarter by 12th January;
- (b) 2nd quarter by 12th April;
- (c) 3rd quarter by 12th July;
- (d) 4th quarter by 12th October.

(2) Any levy not paid on the specified date in subsection (1) shall be a debt due to the Commission to be paid at the prevailing unsecured lending rate of the Commission's core bankers.

(3) Levy computation schedules, together with proof of payment thereof, shall be submitted to the Commissioner on or before the applicable due date.

Repeal

6. The Insurance and Pensions Commission (Levy) Regulations, 2020, published in Statutory Instrument 86 of 2021, are repealed.

Collective Bargaining Agreement: National Employment Council
for the Insurance and Pensions Industry

It is hereby notified, in terms of section 80 of the Labour Act [*Chapter 28:01*], that the Minister has approved the publication of the collective bargaining agreement set out in the Schedule.

The agreement has been registered in terms of section 79 of the said act.

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR THE
INSURANCE AND PENSIONS INDUSTRY

COLLECTIVE BARGAINING AGREEMENT:
INSURANCE AND PENSIONS INDUSTRY

This agreement is made in terms of the Labour Act [*Chapter 28:01*], between the Insurance, Employers Association of Zimbabwe (IEAZ) (“the employers association”), on the one hand, and the Insurance Employees Union of Zimbabwe (ZIEU) (“the trade union”), on the other, being parties to the National Employment Council for the Insurance and Pensions Industry (NECIPI).

This supplementary agreement is made in terms of the Principal Agreement (Statutory Instrument 146 of 2016).

The details of the agreement are as follows:

1. That with effect from 1st April, 2021 to 30th June, 2021, companies/employers in the Insurance and Pensions Industry effect an **8.31 %** increase on basic minimum salary for Grades A1 to C3 as per table below.
2. That with effect from 1st April, 2021 to 30th June, 2021, companies/employers in the Insurance and Pensions Industry award a minimum housing allowance of **ZWL5 700.00**, per month, for each NEC graded employee.
3. That with effect from 1st April, 2021 to 30th June, 2021, companies/employers in the Insurance and Pensions Industry

Collective Bargaining Agreement: National Employment Council
for the Insurance and Pensions Industry

award a minimum transport allowance of **ZWL3 960.00** per month, grossed up for tax purposes for each NEC graded employee.

4. That companies/employers who are able to pay more are encouraged to do so and to advise the NEC of such awards.
5. Companies/employers that are not able to comply with this CBA should apply for exemption to the NECIPI Exemption Committee within a month from the date of this agreement. Such applications should be accompanied by appropriate and relevant financial statements.
6. That companies/employers are reminded to remit NEC levies as required in terms of Statutory Instrument 146 of 2016.

Minimums for 1st April, 2021 to 30th June, 2021.

Grade	Grade differential	Basic Pay per month - ZWL	Transport allowance per month grossed up for tax purposes -ZWL	Housing allowance per month ZWL	Total ZWL
A1	0%	17 752.62	3 960,00	5 700.00	27 412.62
A2	10%	19 527.88	3 960.00	5 700.00	29 187.88
A3	10%	21 480.67	3 960.00	5 700.00	31 140.67
B1	12%	24 058.35	3 960.00	5 700.00	33 718.35
B2	10%	26 464.18	3 960.00	5 700.00	36 124.18
B3	10%	29 110.60	3 960.00	5 700.00	38 770.60
B4	10%	32 021.66	3 960.00	5 700.00	41 681.66
B5	10%	35 223.83	3 960.00	5 700.00	44 883.83
C1	12%	39 472.35	3 960.00	5 700.00	49 132.35
C2	10%	43 395.77	3 960.00	5 700.00	53 055.77
C3	10%	47 735.33	3 960.00	5 700.00	57 395.33

Parties having arrived at the Agreement on 22nd April, 2021, set forth herein, the undersigned officers of the National Employment Council for the Insurance and Pensions Industry (NECIPI), being leaders of the Negotiating Committee, hereby declare that the forgoing is the Agreement arrived at and affix their signatures hereto.

P. BVUMBE,
Council Chairperson.

C. MASUKUME,
for: Insurance Employers Association of Zimbabwe (IEAZ)

F. MUOPERI,
Council Secretary.

Collective Bargaining Agreement: Insurance
and Pensions Industry

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

This agreement was registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR THE INSURANCE AND
PENSIONS INDUSTRY

COLLECTIVE BARGAINING AGREEMENT: INSURANCE
AND PENSIONS INDUSTRY

This further agreement, made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*] between the Insurance Employers Association of Zimbabwe (IEAZ) (hereinafter referred to as “employers association”), on the one hand, and the Insurance Employees Union of Zimbabwe (ZIEU) (hereinafter referred to as the “trade union”), on the other, being parties to the National Employment Council for the Insurance and Pensions Industry (NECIPI).

This supplementary agreement is made in terms of the Principal Agreement (Statutory Instrument 146 of 2016).

The details of the agreement are as follows:

1. That with effect from 1st October, 2021 to 31st December, 2021, companies/employers in the Insurance and Pensions Industry effect a **16.43 %** increase on basic minimum salary for grades A1 to C3 as per table below.
2. That with effect from 1st October, 2021 to 31st December, 2021, companies/employers in the Insurance and Pensions Industry award a minimum housing allowance of **\$7 000,00**, per month, for each NEC graded employee.

Collective Bargaining Agreement: Insurance
and Pensions Industry

3. That with effect from 1st October, 2021, to 31st December, 2021, companies/employers in the Insurance and Pensions Industry award a minimum transport allowance of **\$6 000,00**, per month grossed up for tax purposes for each NEC graded employee.
4. That companies/employers who are able to pay more are encouraged to do so and to advise the NEC of such awards.
5. Companies/employers that are not able to comply with this CBA should apply for exemption to the NECIPI Exemption Committee within a month from the date of this agreement. Such applications should be accompanied by appropriate and relevant financial statements.
6. That Companies/employers are reminded to remit NEC levies as required in terms of Statutory Instrument 146 of 2016.

Minimums for 1st October, 2021 to 31st December, 2021

Grade	Grade differential	Basic Pay per month-ZWL	Housing allowance per month ZWL	Transport allowance per month grossed up for tax purposes ZWL	Total-ZWL
A1	0%	\$27 942.24	\$7 000.00	\$6 000.00	\$40 942.24
A2	10%	\$30 736.46	\$7 000.00	\$6 000.00	\$43 736.46
A3	10%	\$33 810.11	\$7 000.00	\$6 000.00	\$46 810.11
B1	12%	\$37 876.32	\$7 000.00	\$6 000.00	\$50 867.32
B2	10%	\$41 654.05	\$7 000.00	\$6 000.00	\$54 654.05
B3	10%	\$45 819.45	\$7 000.00	\$6 000.00	\$58 819.45
B4	10%	\$50 401.40	\$7 000.00	\$6 000.00	\$63 401.40
B5	10%	\$55 441.55	\$7 000.00	\$6 000.00	\$68 441.55
C1	12%	\$62 128.63	\$7 000.00	\$6 000.00	\$75 128.63
C2	10%	\$68 304.00	\$7 000.00	\$6 000.00	\$81 304.00
C3	10%	\$75 134.38	\$7 000.00	\$7 000.00	\$88 134.38

Parties having arrived at the Agreement on 30th November, 2021, set forth herein, the undersigned officers of the National Employment Council for the Insurance and Pensions Industry (NECIPI) hereby declare that the forgoing is the Agreement arrived at and affix their signatures hereto.

P. BVUMBE,
Council Chairperson.

C. MASUKUME,
for: Insurance Employers Association of Zimbabwe (IEAZ).

M. HUNGA,
for: Insurance Employees Union of Zimbabwe (ZIEU).

P. ZINDOVA,
Council Secretary.

