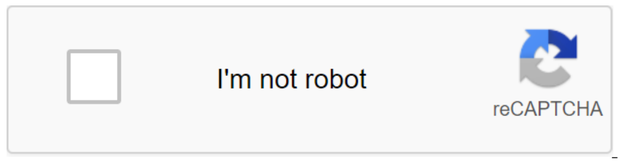
Labour act zimbabwe 2020 pdf



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AN ACT to declare and define the fundamental rights of workers; to comply with the international obligations of the Republic of zimbabwe as a Member State of the International Labour Organization and as a member or party to any other international organization or agreement governing the terms of employment that zimbabwe would ratify; Determining unfair working practices; Regulation of working conditions and other related issues; Ensure control over wages and salaries; Ensure the appointment and function of committees for workers; Ensure the formation, registration and function of trade unions, employers' organizations and employment boards; Regulate negotiations, scope and enforcement of collective bargaining agreements; ensure the creation and function of the Labour Court; Ensure that trade disputes and unfair labour practices are prevented; Regulate and control collective action on employment; Regulation and monitoring of employment agencies; and to ensure questions related to the foregoing or accidental. The long name has been changed by Section 44 of Act 17 of 2002 and section 38 of Act 7 of 2005 Start Date: 15 December 1985. This law can be introduced as the Labour Act (Chapter 28:01). The short name has been changed by Section 2 of The Labour Act 17 of 2002, updated to 2019.pdf 1.1 What are the main sources of labour legislation? The main sources of labour law are the 2013 Constitution of zimbabwe, the Labour Act (Chapter 28:01) (Labour Act) and various regulations enacted in this area, industry agreements on collective bargaining, common law, court precedents and authoritative texts. 1.2 Which types of workers are protected by labour laws? How are different types of workers? All types of workers are protected by labor law. These include persons who are engaged on the basis of fixed-term and casual contracts, as well as persons who are engaged on the basis of contracts without time limit. The Labour Act applies to all workers except members of the disciplined force, public service personnel and employees whose terms of service are governed by the Constitution. The conditions of service for members of the public service are governed by the Public Service Act (Chapter 16:04), while members of the Disciplined Forces Act (Chapter 11:02), the Police Act (Chapter 11:10) and the Prison Services Act (Chapter 07:10) respectively. The conditions of service of judicial officers are regulated in accordance with the Judicial Services Act (Chapter 7:18). Employees whose terms of service are governed by the Constitution include the Attorney General. 1.3 Should employment contracts be concluded in writing? If not, employees do be provided with specific information in writing? You don't want employment contracts to be written. However, under section 12 (2) of the Labour Act, the following name and address of the employer should be written in writing; (b) The period of time, if limited, during which the employee is engaged; (c) Conditions of probation, if any; Terms of any labour code; (e) The characteristics of the employee's remuneration, the manner in which the employee is calculated and the intervals at which he will be paid; Features of receivables in the event of illness or pregnancy; Opening hours Features of any bonus or incentive scheme; (i) Particularly leave and leave; and (j) any other benefits provided by the employment contract. 1.4 Are there any conditions in employment contracts? Conditions may be implied in employment contracts under common law, legislation and practice. In addition, the terms of the Labour Act are implied in such employment contracts, which are governed by the Labour Act. Where the terms of the contract are inferior to those provided by the Labour Act, they prevail. 1.5 Are the minimum working conditions that employers must comply with? Part IV of the Labour Act provides for minimum conditions for services such as severance, women's right to maternity leave, sick leave and workers' rights after the termination of an employment contract. Industry collective bargaining agreements under section 74 of the Labour Act deal with the minimum conditions applicable to each industry or sector. Such conditions may be exceeded, but cannot be inferior to those provided by the Labour Act. 1.6 To what extent are employment conditions negotiated through collective bargaining? Is it usually at the company or industry level? Non-management conditions are largely governed by collective agreements. They are discussed by employers' unions and organizations or federations under section 74 of the Industry or Sector Labour Act or by company-level workers' committees under section 24 of the Labour Act. In terms of section 25 of the Labour Act, agreements that are discussed at the industry level take precedence over agreements agreed at the company level, unless the latter provide for more favourable conditions than the former. Collective agreements can regulate any employment conditions of mutual interest to parties, including remuneration rates, permissible deductions from leave, maximum working hours, overtime, professional safety and employee classification (section 74 (3) of the Labour Act). 2.1 What are the rules on the recognition of trade unions? Trade unions are not required to register in order to be recognized as such. However, the rights awarded to registered trade unions far exceed the rights granted to unregistered trade unions. Apply for union registration to the Labour Registrar under section 33 of the Labour Act (Chapter 28:01). 2.2 What rights do trade unions have? The Labour Act under section 29 provides that a registered trade union or federation of trade unions has the following rights: (a) to assist an employee or an appointed agent of the relevant employment council in his dealings with employers; and (b) through their duly authorized representatives for the right of access to employees provided by section 7 (2) of section 7; and (c) provide employers with names and other relevant data, including the wages of all workers employed in the industry or who are registered with a trade union or federation and who are members of the relevant trade union or federation; and (d) submission to the governing body or the Labour Court; and (f) to form or be represented in any employment council; And (g) recommend collective action on employment; and (h) to charge, collect, sue for union dues and to call them out; and (i) act as a union agent in terms of section thirty-one; and (j) exercise any other right or privilege granted by the Act to registered trade unions or federations. In addition, trade unions have the right to negotiate collective agreements with employers' organizations or federations. Registered trade unions are also granted corporate status of the body. 2.3 Are there any rules governing the union's right to industrial action? Article 104 of the Labour Act regulates the right of a trade union to resort to collective labour. Collective employment action can be used to resolve a dispute of interest, provided that: (i) employees do not engage in substantial service; (ii) The parties have not agreed to refer the dispute to arbitration; (iii) A 14-day notice was given to an employer with a relevant employment council and an appropriate trade union or employers' organization in which the union or the employers' organization itself does not take part in the action; and (iv) an attempt was made to reconcile the dispute and no settlement certificate was issued within 30 days of the start of the conciliation procedure. No collective action on employment can be taken to resolve a dispute over the law. Teh however, this does not detract from the right to collective action on employment to prevent occupational hazards that pose a direct threat to health or safety, or to the immediate threat to the existence of a workers' committee or registered trade union. 2.4 Are employers required to set up work advice? If so, what are the fundamental rights and responsibilities of such bodies? How are the work council representatives selected/appointed? In every workplace where there is a committee of workers representing non-management workers, the employer must establish an employment council under section 25A of the Labour Act. The main functions of the work council are to promote and maintain effective employee participation in the institution, to ensure mutual cooperation and trust between employer and employees, and to promote the common and common interests of employees and institutions. The Work Council has the right to consult with the employer on issues such as reduction, restructuring, plant closure and transfer of ownership. The Workers' Council consists of an equal number of working committee members and representatives of employers. 2.5 Under what circumstances will the work council be entitled to a joint definition so that the employer cannot act until the employer has the consent of the proposal board? The Work Council does not have the right to a joint definition. It is only entitled to consultations on reductions, restructuring, closures, transfer of ownership, implementation of codes of conduct, criteria for awarding discretionary awards, product development plans, job classification and training and education schemes affecting workers. The right to counselling arises under section 25A (5) of the Labour Act. 2.6 How do the rights of trade unions and labour councils interact? Both trade unions and work councils have a mandate to promote industrial harmony. Their rights, respectively, are free. 2.7 Do employees have the right to be represented at the board level? Employees are not entitled to representation at the board level. 3.1 Are workers protected from discrimination? If so, on what grounds was discrimination prohibited? Article 5 (1) of the Labour Act deals with the protection of workers from discrimination. An employee may not be discriminated against on the basis of race, tribe, place of origin, political opinion, colour, religion, sex, pregnancy, HIV/AIDS or any disability, as defined in the Disability Act (Chapter 17:01). This provision enjoys constitutional approval under article 56 (1) of the Constitution. In addition to the above prohibits discrimination on the gender and age. 3.2 What types of discrimination are illegal and under what circumstances? All of the above forms of discrimination are illegal. Discrimination is prohibited under section 5 (2) of the Labour Act in respect of: (a) job advertisements; Or (b) recruitment; or (c) the creation, classification or abolition of jobs or posts; Or (d) the definition or distribution of wages, salaries, pensions, housing, vacations or other such benefits; Or (e) The choice of persons for work or positions, training, promotion, apprenticeship, transfer, promotion or reduction; or (f) providing employment-related premises or related facilities; or (g) any other employment-related issue. In addition, it is an offence for male and female workers not to pay equal pay for work of equal value. 3.3 Are there any specific rules regarding sexual harassment (such as mandatory training requirements)? Although sexual harassment is an unfair practice under section 8 (g) and (h) of the Labour Act, there are no specific rules on sexual harassment. 3.4 Are there any protections against the claim of discrimination? Section 5 (7) stipulates that no person is considered to have discriminated against another person: (a) on the basis of sex or pregnancy, when, under that law or any other law, he provides special conditions for the employee; or (ii) under this Act or any other law, or in the interest of decency or decency, it distinguishes between employees of different sexes; or (iii) It is shown that such an act or omission has been made or omitted, as it may be, on behalf of or on behalf of the organization of men, women or boys or girls in the fair pursuit of the legitimate objects of such an organization; (b) On the basis of political beliefs or beliefs, when it is proven that it is an act or omission that must be made or omitted, as may be a political, cultural or religious organization, or on its behalf in the fair pursuit of the legitimate objects of such an organization; (c) On the basis of race or gender, if the act or omission that has been complained about is due to the employer's implementation of any employment policy or practice aimed at improving the situation of persons who have historically been disadvantaged by discriminatory laws or practices; (d) If the act or omissions complained about are due to the employer's implementation of any employment policy or practice aimed at assisting the disabled, as defined in the Disability Act (Chapter 17:01); (e) If any exclusion or preference for a particular work is based on narrowly defined inalienable operational needs, needs and needs of that particular work. 3.5 How to do it to ensure that their rights to discrimination are respected? Can employers settle claims before or after they are initiated? An employee may file a discrimination complaint with a labour officer or designated agent under section 93 (1) of the Reconciliation Work Act. Employers have the right to settle claims before or after starting work with the employee's consent. 3.6 What remedies are available to staff members in successful discrimination claims? With regard to section 5 (4) of the Labour Act, an employee may seek damages caused by an act of discrimination or seek an order ordering the employer to pay damages, or both. 3.7 Do atypical workers (e.g. part-time, on a fixed-term contract or as a temporary agency worker) have any additional protection? Under section 12 of the Labour Act, a worker employed on the basis of a casual contract is considered to be an employee under an employment contract without limiting the time per day when his or her interaction period with a particular employer exceeds a total of six weeks for any four consecutive months. In addition, a contract for casual work, seasonal work or a particular service is considered to be an employment contract without time limit after the end of the continuous service, as provided for by the relevant employment board or prescribed by the Minister. Finally, article 12B (3) (a) and (b) of the Labour Act stipulates that if, when fixed-term contracts are terminated, the employee has a legitimate basis to renew the contract and the employer hires another person rather than the employee, the employee shall be considered unfairly dismissed. 3.8 Are there any specific rules or requirements for whistleblowers/employees that raise concerns about corporate negligence? They're gone. 4.1 How long does maternity leave last? A worker who would have worked for at least one year could be granted the 98th maternity leave in full under section 18 of the Labour Act. Any maternity leave exceeding 98 days may be granted as unpaid leave. Employees who would have worked for less than one year could also be granted unpaid maternity leave. 4.2 What rights, including the right to pay and benefits, do women have during maternity leave? An employee who would have worked for at least one year is entitled to maternity leave with full pay and benefits. 4.3 What rights does a woman have when she returns to work from maternity leave? As for section 18 (8) of the Labour Act, a nursing mother is allowed a break of one hour or two half an hour in order to she could feed her child. The right is accrued for up to six months. 4.4 Do fathers have the right take parental leave? Under the Labour Act, there is no right to parental leave. However, the employer has the right to allow a male employee to take parental leave. 4.5 Are there any other parental leave entitlements that employers must abide by? Section 14B of the Labour Act grants employees leave for up to 12 days in a calendar year for compassionate reasons, which include the death of a child. Visiting a sick child is generally interpreted as a reason for compassionate leave. 4.6 Do staff members have the right to flexible work if they are responsible for caring for dependents? There is no right to flexible working hours. However, the parties have the right to agree to flexible working hours or conditions. 5.1 When selling a business (either selling shares or transferring assets) employees are automatically transferred to the buyer? Under section 16 (1) of the Labour Act, workers are automatically transferred to the buyer. 5.2 What is the transfer of employees' rights to sell the business? How does selling a business affect collective bargaining agreements? With regard to section 16 (1) of the Labour Act, after the transfer of the enterprise, employees are considered to have been transferred to the enterprise on terms no less favourable than those used immediately prior to the transfer, and the continuity of such workers is considered to be non-interrupted. Although workers have the right to agree to a reduction in their rights upon transfer, the rights to social security, pensions, tips or other pension benefits cannot be reduced. Such rights, which would be accrued to employees under collective agreements, will oblige the transfer. 5.3 Is there any information and consulting rights to sell the business? How long does this process usually take and what are the penalties for failure to provide information and consultation? The employer is required to consult with the Labour Council under section 25A (5) (c) of the Labour Act. There are no prescribed procedures or time frames. 5.4 Can employees be fired in connection with the sale of the business? Reading of section 16 (1) of the Labour Act shows that if an employment contract is not legally terminated prior to transfer, no redundancies may occur as a result of the sale. However, if the transfer requires a reduction in the workforce, the affected staff may be reduced. 5.5 Can employers freely change working conditions in connection with the sale of the business? Article 16 (2) of the Labour Act allows a person to change the terms of employment downwards only with the consent of the employees. However, the right to belittle workers' rights does not extend to rights pensions, tips or other pension benefits. Naturally, there are no restrictions on changing employment conditions upwards. 6.1 Should workers be notified of the termination of their work? How is the notice period determined? Article 12 (4a) of the Labour Act limits the right to terminate an employment contract on notice of circumstances in which the termination of a contract is in terms of the labour code, or the parties mutually agree to termination, or the employee has been employed on the basis of fixed-term contracts, or in accordance with the reduction. The relevant notice period is provided by section 12 (4) of the Labour Act as follows: (a) three months in the event of a contract without a time limit or contract for a period of two years or more; (b) Two months in the case of a one-year or more contract, but less than two years; (c) One month if a contract is concluded for six months or more, but less than one year; (d) Two weeks in the case of a contract for three months or more, but less than six months; or (e) one day in the event of a contract of less than three months or in the case of casual work or seasonal work. 6.2 Can employers require employees to serve a period of garden leave during the notice period when the employee remains at work but is not required to attend work? Yes, the employer may waive the right to require the employee to know that he or she must work during the notice period. The employee may also choose to pay the employee in cash instead of notifying. 6.3 What is the protection of workers from dismissal? Under what circumstances is an employee considered dismissed? Does third party consent be required before an employer can fire? Under section 12B (4) of the Labour Act, an employee cannot be dismissed unless dismissal is not a code of conduct in employment or a National Employment Code of Conduct. Any dismissal that is carried out in violation of this provision constitutes an unfair dismissal against which the employee may seek redress in the form of reinstatement or damages. An employee is considered to be dismissed if the employee terminated the contract because the employer intentionally made the continuation of the work intolerable to the employee, or when, in the case of a fixed-term contract, the employee had a legitimate expectation of an extension and the employer hired someone else in his or her instead. The dismissals are not subject to the consent of a third party. 6.4 Are there any categories of employees with special protection from dismissal? There are no employees who enjoy special protection from dismissal. 6.5 When an employer will be entitled to dismissal for: 1) reasons related to An individual worker; or 2) business reasons? Were employees entitled to compensation when they were fired and, if so, how was compensation calculated? The employer has the right to dismiss for reasons related to the employee under section 12B of the Labor Act, where an employee has committed an act of misconduct that requires dismissal, or in terms of section 14, where an employee has exceeded a total of 180 sick leave days over a single year. As for section 12C of the Labour Act, an employer may reduce its employees for business-related reasons such as restructuring, dismissal or technological progress. However, a reduction in section 12C of the Labour Act technically means termination, not dismissal. Employees dismissed for misconduct under section 12B of the Labour Act or incapacitated under section 14 of the same Act are not entitled to any compensation on dismissal. However, laid-off workers are entitled to one monthly salary for every two years of service, as stipulated in section 12C (2) of the Labour Act. 6.6 Are there any specific procedures that an employer should follow in connection with individual dismissals? In the event of dismissal for misconduct, the employer is required to comply with the procedures provided by the applicable code of conduct. Such procedures generally require that an employee be given the right to be heard in a procedural and essentially fair disciplinary proceeding prior to dismissal. 6.7 What claims can an employee make if he or she is fired? What are the remedies for a successful claim? In cases where an employee is dismissed for misconduct under a code of conduct, he or she may appeal against dismissal. If an employee is fired in a simplified manner, he may file a complaint of unfair dismissal to a labour officer or an appointed agent of the National Employment Council under section 93 of the Labour Act. The remedy for a successful claim in any case is to recover with an alternative to damages. This remedy is accrued under section 89 (2) (c) (iii) of the Labour Act. Damage is assessed in reference to the amount of time it takes an employee to provide alternative employment. Penalties may also be awarded. In the case of an employee on fixed-term contracts, the damage is calculated with reference to the employee's salary for an inexhaustible part of the contract. 6.8 Can employers settle claims before or after they are initiated? The employer has the right to settle the claim at any stage with the consent of the employee. 6.9 Does the employer have any additional obligations if he or she or she or she A number of workers at the same time? Additional Extras if the dismissal applies to more than one employee, except that if the code of conduct does not allow, the employer may not hold mass disciplinary hearings. Each staff member must be heard separately. 6.10 How do employees enforce their rights in connection with mass layoffs and what are the consequences if the employer fails to meet its obligations? Although a group of employees may be dismissed for one act of misconduct, for example, for participating in an illegal collective act of work, each employee is entitled to a separate hearing if the applicable code of conduct does not allow mass hearings. Mass layoffs in any other case are prima facie illegal and will be postponed on appeal. 7.1 What types of restrictive covenants are recognized? Trade restriction agreements are recognized in common law, provided they are reasonable. 7.2 When can restrictive covenants be fulfilled and for what period? Trade restriction agreements are enforced if they are reasonable so that they are respected for the length of the restriction, its geographical scope and the length of the employee's length of service. Each case includes its own facts. 7.3 Should workers be provided with financial compensation in exchange for covenants? There is no legal requirement that an employee be compensated for the restriction of liberty. 7.4 How are restrictive covenants observed? The employer can apply to the court to ensure a measure of restraint. 8.1 How do the rights to protect these employees affect employment relations? Can an employer freely transfer employee data to other countries? There are no legal provisions for the protection of employee data. However, the general practice is that employee data should only be used in the context of employment. In addition, the right to privacy enshrined in article 57 of the Constitution prohibits the employer from disclosing the employee's health. 8.2 Do employees have the right to obtain copies of any personal information that is in the hands of their employer? Employees are entitled to copies of such information. 8.3 Do employers have the right to carry out pre-employment checks of potential employees (such as criminal records)? Employers have the right to carry out such checks with the consent of a potential employee. 8.4 Do employers have the right to monitor an employee's email, phone calls or the use of an employer's computer system? Yes. This is usually done with the consent of the employee in accordance with the employer's ICT policy. 8.5 Can an employer control an employee's use of social media in or outside the workplace? Yes. This is generally governed by the employer's policy in Ict. 9.1 Which courts or tribunals have jurisdiction to hear employment-related complaints and what are their composition? A Labour officer is an official employed by the Ministry of Labour under section 121 of the Labour Act. Labour staff conduct conciliation procedures under section 93 of the Labour Act, and if the conciliation procedure fails, they have the right to issue an order that will be subject to approval by the Labour Court if the decision is rendered in favour of the employee. The designated agent is a person hired by the employment council under section 63 of the Labour Act. They have the same powers as labour officers who emerge from an industry where an employment board is registered. Arbitrators - they are appointed under section 89 or 93 of the Labour Act. One or more arbitrators can hear the case. They may hear disputes of interest only when the parties are engaged in a major service or in any other dispute if the parties have agreed that the dispute should be heard by the arbitrator. The Labour Court - Under section 89 (1) of the Labour Act, the Labour Court has the following jurisdiction: (a) review and determination of applications and appeals from the point of view of the Act or any other law; and (b) the whistling and defining of the issues referred to him by the Minister under the Act; and (c) an application to the employment court by an appointed agent or person appointed by the Labour Court to reconcile the dispute if the Labour Court deems it appropriate to do so; (d) The appointment of an arbitrator from the panel of arbitrators mentioned in subsection (6) of section ninety-eight to hear and determine the motion; (d1) Exercise the same review powers that will be exercised by the High Court on labour matters. Up to three judges can preside over a particular issue. The High Court - a maximum of three judges can preside over the issue in the High Court. It has jurisdiction over certain labour issues, such as labour issues, which are based on common law. The Supreme Court is the Supreme Court of Appeal. At least three judges may sit to hear the matter. Appeals by the Labour Court and the High Court lie to this court. The Constitutional Court is chaired by nine judges. This is where the appeal of constitutional clauses from the Supreme Court's decisions is located. Moreover, where a constitutional question arises during proceedings before any court or tribunal, it may be referred to the Constitutional Court for determination. 9.2 What procedure applies to employment-related complaints? Is reconciliation mandatory before a complaint is filed? Does an employee have to pay a fee to file a claim? Article 93 (1) complaints about unfair labour practices are referred to conciliation. Reconciliation Reconciliation Otherwise, the decision was made by a labour officer or an appointed agent. This decision is subject to approval by the Labour Court where it is in favour of the employee, or reviewed by the same court where it is in favour of the employer. The Labour officer also has the right to refer the dispute to arbitration. The employee is not required to pay a fee in order to file a claim. 9.3 How long does it usually take to deal with employment-related complaints? Complaints usually take about six months for a labour officer or designated agent to be dealt with. If the matter is then referred to the Employment Contract Court, either for approval of the order or for consideration, it will normally be completed by the Employment Contract Court within a year. 9.4 Is it possible to appeal the decision of the first instance, and if so, how long does such appeals usually take? Yes, an arbitration decision can be made on appeal or review in the Labor Court. A Labour officer or designated agent may also be taken to the Labour Court for review. The Employment Court will usually hear the questions it has been asking for for a year. Year. labour act zimbabwe 2020 pdf. labour act zimbabwe 2020 pdf download

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