

Collective Bargaining Agreement: Medical and Allied Industry

IT is hereby notified, in terms of section 80 of the Labour Act [*Chapter 28:01*], that the Minister of Labour and Social Welfare has approved the publication of the Collective Bargaining Agreement as set out in the Schedule.

This agreement was registered in terms of section 79 of the Act.

SCHEDULE  
EMPLOYMENT COUNCIL FOR THE MEDICAL AND ALLIED  
INDUSTRY  
COLLECTIVE BARGAINING AGREEMENT: MEDICAL AND  
ALLIED INDUSTRY

This agreement is made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*], between the Medical and Allied Employer's Association of Zimbabwe, the Health Services Employers Association of Zimbabwe (hereinafter referred to as the "employers" or "the employers organizations"), of the one part, and the Medical Professional and Allied Workers' Union of Zimbabwe (hereinafter referred to as "the employees" or "the trade union"), of the other part, being parties to the National Employment Council for the Medical and Allied Industry to substitute the whole of the provisions of the agreement published in Statutory Instrument 58 of 2014.

ARRANGEMENT OF SECTIONS

*Section*

1. Title and period of operation.
2. Scope of coverage.
3. Interpretation.
4. Meetings.
5. Administration of agreement.
6. Exemptions.
7. Registration and dues.
8. Trade union subscription.
9. Retrenchment.
10. Grading, wages and allowances.
11. Hours of work.
12. Conversion of rates.

*Section*

13. Payment of overtime.
14. Deductions.
15. Records of wages.
16. Contracts of employment and notices.
17. Outside work/Locum.
18. Subsistence, accommodation and travel allowance.
19. Leave.
20. Allowances.
21. Transfers and relocation.
22. Continuous service.
23. Record of service.
24. Job evaluation.
25. Gratuities.
26. Public holidays.
27. Health, safety and wellness.
28. Review.
29. Declaration.

A Collective Bargaining Agreement to define the fundamental rights of employers and employees, to promote fair labour practices and standards, to regulate conditions of employment and other related matters, to provide for control of remuneration, to provide for promotion and participation by employees in decisions affecting their interests in the workplace, regulate negotiations for the Medical and Allied Industry and enforcement of this collective bargaining agreement, to provide for a mechanism for dispute resolutions and grievance handling.

PART I

*Title and period of operation*

1. (1) This agreement may be cited as the Collective Bargaining Agreement: Medical and Allied Industry.

This agreement shall operate from the first day of the month following its registration.

*Scope of coverage*

2. (1) This agreement shall apply to all employers in the Private

DECLARATION

The trade union and the employers' organisation having arrived at the agreement set forth herein, the undersigned hereby declare that the foregoing is the agreement arrived at, and affix their signatures hereto.

Thus done and signed at Harare this 28th day of December, 2018.

DR B. RIGAVA,  
*for and on behalf of the employers' Association.*

DR D. GWATIDZO,  
*for and on behalf of the employers' Association.*

MS M. DZAUMA,  
*for and on behalf of the Trade Union.*

M. DUBE,  
NEC Chairman.

B. CHABUKA,  
General Secretary.

Form L.R 4

APPENDIX 7.3

**NEC MEDICAL AND ALLIED INDUSTRY DISPLINARY FORM**

**REFERENCE TO ARBITRATION**

Three copies of this form shall be completed by conciliating authority or designated agent concerned, of which:

- (i) one copy shall be delivered by hand or by post to the arbitrator;
- (ii) one copy each shall be given to the parties to the arbitration.

Compulsory/Voluntary Arbitration

To: .....  
(Name and address of person/body arbitrating)

I, ..... being: .....  
(Name of referring authority) (Designation)

hereby refer to arbitration by: .....  
(Name of arbitrating authority)

the matter between: ..... and: .....  
(Name of parties)

concerning: .....  
(Subject matter for arbitration)

in accordance with the wishes of the parties/in accordance with the arbitration clause contained in terms of section 93(5)(a) and 93(5)(c).

.....  
(Specify collective bargaining agreement, or other agreement or contract in which contained and relevant section of Labour Act)

The issue(s) to be arbitrated upon is/are as follows: .....  
.....  
.....

Signed: .....  
(Referring authority)

Medical and Allied Sectors whose operations are covered by the scope noted in subsection (4) and all employees in the Private Medical and Allied Sectors whose occupations are in non-managerial category.

(2) No employer or employee may waive any provision of this agreement whether or not the said provision creates a benefit to, or an obligation on the employer or employee concerned. In the event of any provision of this agreement being inoperative or *ultravires* the powers of the parties or the Act or regulations made hereunder 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. For the avoidance of any doubt where a provision of this agreement is inconsistent with the Labour Act the latter shall prevail.

(3) Where this agreement is silent on any conditions of service referred to in the Act, the provisions of the Act shall be deemed to have been incorporated in this agreement.

(4) The NEC scope of coverage includes:

- (a) Private Hospitals, Clinics and Maternity Homes;
- (b) Private Pharmaceuticals: Retail Pharmacies, Wholesalers, Manufacturers and Distributors;
- (c) Private Laboratories;
- (d) Private Radiology Services;
- (e) Private Emergency Medical Services;
- (f) Medical Specialists Rooms;
- (g) Nurses Rooms;
- (h) Anaesthetists;
- (i) Natural Therapists;
- (j) Counsellors and Psychologists;
- (k) Dentistry;
- (l) Optometry;
- (m) Physio and Occupational Therapy and Rehabilitation Centres;
- (n) Medical Health Funders and Medical Aid Societies;
- (o) Doctors' Rooms and Surgeries—
  - (i) Obstetrics and Gynaecology
  - (ii) Dermatology

- (iii) Ophthalmology
- (iv) Psychiatry
- (v) Oncology
- (vi) Orthopaedics and All Surgical Disciplines
- (vii) Paediatric
- (viii) Gerontology
- (ix) Proctology
- (x) Otolaryngology
- (xi) Radiology
- (xii) Dentistry
- (xiii) Physio and Occupational Therapy
- (xiv) Rehabilitation and Speech Therapy
- (xv) Physicians and Primary Care Physicians
- (xvi) Nurses Rooms
- (xvii) Counsellors and Psychologists
- (xviii) Anaesthetists
- (xix) Chiropodists
- (xx) Natural Therapists
- (xxi) Chiropractors
- (xxii) EEG Technicians

*Interpretation*

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

In this agreement—

“accounts and administration clerk” means an employee who performs accounting function, administers assets and stock taking under supervision;

“accounts and administration supervisor” means an employee who carries out institutional accounting function in accordance with the Standard Operating Procedures and supervises accounting staff;

“accounts clerk” means an employee who provides receipting and invoicing services to medical institution and shall be responsible for institutional books of accounts;

APPENDIX 7.2

**NEC MEDICAL AND ALLIED INDUSTRY DISPLINARY FORM**  
**AGREEMENT OF PARTIES TO EXTEND PERIOD FOR CONCILIATION**

NB. Three copies of this form shall be completed by the parties concerned, of which one shall be retained by each of the parties and one sent to the conciliation authority.

Case number: .....

We, the undersigned, being parties to the dispute referred to: .....

.....  
*(Conciliating authority)*

On:..... *(Date)* hereby agree to extend the conciliation period for a further ..... days to give ourselves time to endeavour to reach an agreement.

Signed: ..... *(Employer party)* Date:.....

Witnessed by: ..... Date:.....

Signed: ..... *(Employee party)* Date:.....

Witnessed by: ..... Date:.....

Form L.R 2

APPENDIX 7.1

**NEC MEDICAL AND ALLIED INDUSTRY DISPLINARY FORM**

**CERTIFICATE OF NO SETTLEMENT**

NB: three copies of this form shall be completed by the officer concerned, of which one shall be retained by him or her and the others shall be given to the parties in the matter.

Case number: .....

I, ....., certify that the dispute between:  
(Conciliating authority)

.....and .....  
(Employee party) (Employer party)

Referred to conciliation on: .....(Date)

Concerning: .....  
(Issues in dispute)

Remains unresolved as at:.....(Date)

Name of Officer: .....

Signature of Officer: .....

Date and Place: .....

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

“administration assistant” means an employee who assists with secretarial and administrative duties including front office assistance;

“admissions clerk” means an employee responsible for booking and admission of patients including handling and accounting for cash received from clients;

“aircraft caretaker” means an employee who maintains an aircraft in a state of general tidiness and cleanliness and prepares it for the next assignment;

“ambulance crew leader” means an employee who drives, maintains and provide pre-hospital care to patients while supervising crew members;

“ambulance shift leader” means an employee who co-ordinates Ambulance shift duties;

“ambulance technician” means an employee who drives, maintains the Ambulance and provides pre-hospital care to patients;

“assistant human resources officer” means an employee who maintains employment records and information, collates payroll information and facilitates employee welfare activities;

“assistant loss control officer” means an employee who provides comprehensive security and loss control services to medical institutions by safeguarding company personnel and assets;

“assistant services supervisor” means an employee who places linen, checks it if for wear and tear and carries out linen inventory;

“audit clerk” means an employee who examines financial and inventory transactions to ensure compliance with SOP’s and accuracy;

“billing clerk” means an employee responsible for executing all institutional billing tasks reporting to the billing supervisor;

APPENDIX 7

**NEC MEDICAL AND ALLIED INDUSTRY DISCIPLINARY FORM**

**CERTIFICATE OF SETTLEMENT**

NB: three copies of this form shall be completed by the officer concerned, of which one shall be retained by him or her and the others shall be given to the parties in the matter.

Case number: .....

**PART I**

**CERTIFICATE BY CONCILIATION AUTHORITY**

I, ....., certify that the dispute between:  
*(Conciliating authority)*

.....and .....,  
*(Employee party) (Employer party)*

Referred to conciliation on: .....  
*(Date)*

Concerning: .....  
*(Issues in dispute)*

was resolved by agreement of the parties on the: .....and further  
*(Date)*

that the terms of the agreement are as follows: .....  
*(Annex agreement if necessary)*

Name of Officer: .....

Signature of Officer: .....

Date and Place: .....

**PART II**

**CONFIRMATION BY PARTIES**

We, the undersigned, being parties to the above dispute do hereby confirm having agreed as indicated above.

Signed: .....*(Employee party)* Date: .....

Signed: .....*(Employer party)* Date: .....

“billing officer/billing sister” means an employee who oversees the processing of patients individual accounts and supervises the billing clerk;

“Bookkeeper” means an employee whose job is to keep records of the financial affairs of the business;

“canteen supervisor/senior cook” means an employee responsible for preparation of meals according to dietary requirements and supervision of daily operations of the kitchen;

“caretaker” means an employee who maintains the appearance of buildings, fittings and surrounding areas in expected standards of repair;

“carpenter/joiner” means an employee who does all carpentry maintenance and repairs;

“cashier” means an employee responsible for receipting and banking of all institutional cash received from clients;

“catering superintendent/supervisor” means an employee responsible for co-ordinating and supervising the operations of the catering department;

“claims clerk” means an employee responsible for processing claim forms and handling of petty cash for refunds;

“claims supervisor” means an employee who ensures that claims processes are accurate and are raised timeously;

“cleaner” means an employee responsible for general cleaning of the facility;

“commissionaire” means an employee responsible for receiving patients and visitors and directing them to the reception and other areas;

“cook” means an employee who prepares meals for employees and patients;

“creditors clerk” means an employee who receives invoices, reconciles the creditors ledger and makes payments;

“darkroom technician” means an employee responsible for processing x-ray films for patients;

“debt collector” means an employee who collects debt for the organisation;

APPENDIX 6

**NEC MEDICAL AND ALLIED INDUSTRY DISCIPLINARY FORM**  
**DISCIPLINARY APPEAL FORM**

Employee's name: .....

Department: ..... Date: .....

Division/Branch/Section: .....

Position Held: .....

Grounds for Appeal and attached Documents supporting the Appeal: .....

.....

.....

.....

Date of Appeal: .....

Contact Address: .....

Offense/Misconduct: .....

.....

Signature of appellant: ..... Date: .....

Signed: ..... Date: .....

*(Appeals Committee Chairperson)*

“debtors clerk” means an employee responsible for processing and reconciliation of claim forms and following up of payments from clients;

“debtors officer” means an employee who manages and reconciles balances of customer accounts;

“dental assist (chair side)” means an employee which supports dental care delivery by preparing treatment rooms, patients, instruments in accordance with the dental practise standards;

“dental assistant” means an employee who provides assistance to the dental technician or dentist in a dental institution;

“Designated agent” means a person employed by the council to assist in giving effect to terms of any agreement entered into by the parties to the council and assist in the resolution of disputes;

“diet aide” means an employee who helps ensure that patients have the correct diet according to the dieticians instructions;

“dispatch supervisor” means an employee who oversees timeous dispatch of order, scrutinises the filling in and signing off of records and supervises despatch staff;

“dispatcher” means an employee responsible for receiving and attending to emergency calls and allocates tasks to emergency teams;

“dispensary assistant” means an employee responsible for dispensing prescribed drugs to patients and provision of ancillary services in pharmacies;

“dispenser and frame stylist” means an employee which advises patients on how to care for their spectacles and sells various types of lenses and frames including advice on style, weight and colour;

“driver” means an employee who drives institutional vehicles;

“driver-messenger” means an employee who is hired as a driver and in addition to driving duties, is required to carry out messengerial duties;

APPENDIX 5

**NEC MEDICAL AND ALLIED INDUSTRY DISCIPLINARY FORM  
DISMISSAL FORM (D)**

- “electrician” means an employee who is responsible for all electrical services including installations and maintenance of electrical equipment;
- “emergency medical dispatcher” means an employee who receives emergency services calls from stakeholders and dispatches the required medical team and ambulance to assist the affected patients;
- “emergency medical technician” means the employee who provides emergency health care to the critically ill and injured and transports the patients to a medical facility;
- “handyman” means an employee who is employed to do occasional general repairs and maintenance;
- “fleet administrator” means an employee who administers and co-ordinates the institutions fleet of vehicles and motor cycles;
- “flight nurse” means an employee responsible for providing inflight comprehensive pre-hospital care to patients;
- “front office assistant/ receptionist” means an employee who provides secretarial, clerical and administrative support in order to render effective and efficient service;
- “gardener/groundsman” means an employee who plants, cultivates and waters flowers, cuts grass and prunes hedges and shrubs;
- “general hand” means an employee responsible for provision of general work in the institution as prescribed by the supervisor/superior;
- “groundsman” means an employee who maintains grounds, offices and gardens;
- “hardware support administrator” means an employee who sources and maintains the institution’s computer hardware and provides staff with user manuals and adequate support in the utilisation of equipment and resources;
- “hospital equipment technician” means an employee who maintains, inspects and repairs hospital equipment regularly, to conform to performance standards;

Employee’s name: ..... Date: .....

Department/Division/Branch/Section: .....

Details of Misconduct: .....

Details of Penalty: .....

Effective date of Dismissal

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

Signed: ..... Date: .....  
*(Disciplinary Committee Chairperson)*

Signed: ..... Date: .....  
*(Employee’s signature)*

Witness: ..... Date: .....

APPENDIX 4

**NEC MEDICAL AND ALLIED INDUSTRY DISPLINARY FORM**  
FINAL WRITTEN WARNING (FWW)

Employee's name: ..... Date: .....

Department/Division/Branch/Section: .....

Date/Time of Misconduct: .....

Details of Misconduct: .....

Conduct in breach: .....

Penalty imposed and details: .....

Details of Previous Warning (Still Valid): .....

Signed: ..... Date: .....  
(Disciplinary Committee Chairperson)

Signed: ..... Date: .....  
(Employee's signature)

Witness: ..... Date: .....

“host” means an employee who provides a warm welcome to patients and ensures that the patients stay at the institution is exceptional;

“human resources assistant” means an employee who assists in the day to day Human Resources operations as directed by the Supervisor;

“human resources clerk” means an employee who executes all the clerical work and functions to complement the purpose of the department as directed by authorities;

“information systems clerk” means an employee who executes all the clerical work and functions to complement the purpose of the department as directed by authorities;

“instrument technician” means an employee who maintains, inspects and repairs hospital instrument regularly, to conform to performance standards;

“junior packer” means an employee who cleans, packs sterilises instruments, supplies sterile packs and trays to theatre and wards;

“laboratory cleaner” means an employee who cleans out the patient area of the clinic and provides a safe environment for pathology testing;

“laboratory technician” means an employee who conducts minor laboratory tests at the instruction of the laboratory scientist and provides scientific support to the laboratory team;

“legal clerk” means an employee who executes all the clerical work and functions to complement the purpose of the department as directed by authorities;

“linen controller” means an employee who stocks and maintains proper record of linen at the hospital;

“locum” means a person who temporarily fulfils the duties of another when they are absent for a definite period and is certified to do so;

“maintenance clerk” means an employee who executes all the clerical work and functions to complement the purpose of the department as directed by authorities;

APPENDIX 3

**NEC MEDICAL AND ALLIED INDUSTRY DISPLINARY FORM**

**SECOND WRITTEN WARNING (SW)**

- “maintenance officer/supervisor” means an employee who provides maintenance services to institutional assets;
- “hospital/medical equipment technician” means an employee responsible for maintenance of all medical equipment at a medical institution. This shall include installations, repairs, demonstrations and sourcing of spare parts;
- “medical typist” means an employee who transcribes dictations into medical records, correspondence and other documents;
- “messenger” means an employee which delivers documents and packages efficiently and confidentially;
- “nurse aide” means an employee responsible for implementing the plan of patient care under the supervision of a registered general nurse;
- “office orderly” means an employee who cleans and maintains offices in good state, also helps with reception duties;
- “optical assistant” means an employee responsible for booking of patients, dispensing of spectacles and helping patients to choose frames;
- “optical workshop assistant” means an employee who assists in the production of lenses as specified on prescriptions and also assists with repairs of damaged eyeglasses;
- “optical workshop technician” means an employee who produces different types of lenses according to specifications on the prescriptions and repairs damaged lenses;
- “optometry dispensing assistant “ means an employee who provides technical assistance to the dispenser and frame stylist in both clinical and administrative duties;
- “over-the-counter assistant/dispensary assistant” means an employee who receives payments from over the counter customers and giving pharmaceutical advice to customers;
- “painter” means an employee who maintains paintworks in a good state of repair;

Employee’s name: ..... Date: .....

Department/Division/Branch/Section: .....

Date/Time of Misconduct: .....

Details of Misconduct: .....

Conduct in breach: .....

Penalty imposed and details: .....

Details of Previous Warning (Still Valid): .....

Signed: ..... Date: .....

*(Disciplinary Committee Chairperson)*

Signed: ..... Date: .....

*(Employee’s signature)*

Witness: ..... Date: .....

APPENDIX 2

**NEC MEDICAL AND ALLIED INDUSTRY DISCIPLINARY FORM**  
**NOTICE TO ATTEND A DISCIPLINARY HEARING**

From: ..... To: .....  
*Employee's name and number*

You are required to attend a disciplinary hearing for which it alleged that:  
.....  
.....  
.....  
.....  
.....  
*(Detailed charges can be attached to this form)*

The hearing will be held on: Date: ..... Time: .....  
Venue: .....

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

Signed: .....  
*Head of department/designated officer*

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

Signed: ..... Date: .....  
*(Employee's signature)*

Signed: ..... Date: .....  
*(Human Resources Official/Company representative)*

- “pharmacy technician” means an employee responsible for dispensing of medication to patients in line with institutional policies and procedures;
- “phlebotomy nurse” means an employee who obtains pathological samples from patients, labels specimen tubes and registers patients details observing quality and safety protocols;
- “plumber” means an employee who maintains and repairs plumbing works according to work requisitions received from users;
- “porter-kitchen/theatre” means an employee who carries out general work as delegated by the supervisor;
- “printer” means an employee who designs and prints documents for other departments and checks that the printed documents are in order before dispatch. Monitors stock levels for materials required;
- “procurement clerk” means an employee who assists the Buyer with research and evaluation of purchasing services, suppliers and equipment based on price, service, quality and warranty;
- “project/properties clerk” means an employee who administers the departmental portfolios;
- “quality assurance officer” means an employee who oversees the quality of optical goods produced, monitoring the procedure followed and assessing consistency output;
- “receiving clerk” means an employee who received supplies and also carries out stock takes;
- “receiving supervisor” means an employee who oversees receiving of supplies and carries out stock management while supervising the receiving clerk;
- “refrigeration and air conditioning technician” means an employee who identifies and repairs faults and maintains all air conditioning and refrigeration equipment;
- “registered general nurse (intensive care)” means an employee who promotes and restores a patients health by completing nursing processes, collaborates with

physicians and multi-disciplinary team members, and provides physical and psychological support to patients, friends and families, supervises assigned team members;

“registered general nurse (midwifery)” means an employee who provides patient care management according to standard operating procedures and takes care of the children delivered;

“registered general nurse (renal nurse)” means an employee who provides optimum patient dialysis, provides patient care according to doctors orders and primes machine before arrival of the patient;

“registered general nurse (theatre)” means an employee occupied by registered general nurse and shall be responsible for delivery of quality patient care during per-operative period;

“registered general nurse” means an employee responsible for professional care and administration of medication to patients;

“sales representative” means an employee who sales products, goods and services to customers;

“salaries clerk” means an employee who gathers all payroll data and produces first level payroll schedule for staff;

“salaries officer” means an employee who timeously processes wages and salaries of employees;

“secretary” means an employee responsible for providing secretarial services to the organisation;

“security guard” means an employee responsible for provision of guard duties to institutions;

“senior diet aide” means an employee who ensures the food going to the patients is the right type and quality with emphasis on special diets;

“senior handyman” means a seasoned employee who is employed to do occasional general repairs and maintenance;

“senior loss control assistant” means an employee responsible to the assistant loss control officer. It shall safeguard

APPENDIX 1

**NEC MEDICAL AND ALLIED INDUSTRY DISPLINARY FORM**  
REQUEST FOR EXPLANATION

From: .....To: .....  
*Employee’s name and number*

Department:.....Date: .....

RE: ALLEGATIONS OF MISCONDUCT

It has been reported that you have committed a breach of the Disciplinary Code of Conduct.

It is alleged that you-(explanation of offence): .....  
.....  
.....

In breach of the following provision of Code of Conduct (give details of breach statutory provisions) .....  
.....  
.....  
*(further detailed charges can be attached to this form)*

In terms of the Code of Conduct you are hereby requested to supply written response to the above-stated allegations within 48 hours or two working days.

Should you be unable to write, the Human Resources, company representatives, or workers representatives will assist you.

Signed: .....  
*Head of department/Section/Immediate supervisor*

I acknowledge receipt of the allegations being levelled against me and having read and understood the contents therein, I hereby append my signature thereto.

Signed: .....  
*Employee’s signature*

On:.....(Date)      Witness: .....

Signed: .....      Date: .....  
*(Human Resources Official)*

days to the Grievance and Disciplinary Committee by the chairman of the works council, together with all documentation.

#### 2.4 Fourth step:

The Grievance and Disciplinary Committee shall make a decision within 14 days of receipt and communicate it in writing to the aggrieved party, management and the chairman of the works council.

#### 2.5 Fifth step:

If a grievance remains unresolved after the expiry of 30 days from the date of its reference to an immediate supervisor, the aggrieved employee may refer the grievance to a designated agent, who may then deal with it in terms of the Act.

### 3. General Requirements – Grievances

- 3.1 Management and the workers committee shall ensure that the necessary clerical and other facilities are made available for the smooth functioning of the grievance machinery.
- 3.2 Any employees involved in the grievance hearing including complainant, shall not suffer loss in wages for the time lost in this manner.
- 3.3 A member of management staff shall not handle or deal with a grievance in which the complaint made involved him or her. In this instance, management shall appoint another suitable manager to handle the grievance.
- 3.4 The representatives on the Grievance and Disciplinary Committee shall have the right of access to any document connected with the inquiry which may be necessary to understand the employee's, or group of employees', grievance, except that where appropriate in the case of a document of a confidential nature, management may impose the duty of confidentiality upon the parties involved in the dispute.
- 3.5 Where a grievance arises in connection with or is used to hinder or inhibit a lawful order the aggrieved shall register his or her grievance or disagreement orally and shall comply forthwith with the order. The supervisor shall arrange a hearing within two days after the grievance has been registered, and shall notify all concerned.

### REVIEW

Review of this Code of Conduct may be done whenever necessary.

However, any variation of any clause contained in this Code shall be reviewed at the discretion of Council upon receipt of a written request from an applicant and Council's decision is final.

institutional assets by providing loss control services to the organisation;

“senior packer” means an employee who assists in the smooth running of the C.S.S.D department and ensures adequate supplies of the theatre, labour ward and general wards and supervises the junior packer;

“servery assistant” means an employee who takes orders and saves meals and refreshments to patients and cleans the server. They are also responsible for taking patients feedback to the responsible authorities;

“sister in charge/charge sister/charge nurse” means an employee responsible for the smooth running and supervision of a ward or Unit;

“stocks controller” means an employee who manages hospital stocks as per company's standard operating procedures;

“store hand/assembler” means an employee who assembles checks and dispatches orders and performs forklift operating duties;

“stores assistant” means an employee who provides support in stores management, receives and distributes stock;

“stores clerk” means an employee responsible for institutional stores and stock, including invoicing, issuing and reconciling stores and stock registers;

“switch board operator” means an employee who operates the switch board for internal and external calls and directs them accordingly;

“seamstress” means an employee responsible for sewing and maintenance of all linen;

“tea server” means an employee who makes and serves tea in the offices;

“training coordinator” means an employee responsible for conducting training needs analysis, coordinating training courses and providing logistical support to the institutional training system;

“transport and security officer” means an employee who administers the institutional fleet, security and insurance, supervises drivers and security guards;

“transport allowance” means a subsidised monthly allowance provided to employees to cater for transport expenses;

“vehicle maintenance officer” means an employee who maintains, inspects and repairs motor vehicle fleet regularly, and ensures that planned service schedule is adhered to;

“wage or salary” means the earnings of an employee that does not include a travelling or subsistence allowance or any payment in respect of overtime or any bonus or other like benefit;

“waitress/waiter” means an employee responsible for serving food to patients, members of staff, management and customers;

“ward clerk” means an employee responsible to the sister in charge and shall provide clerical services to a ward or unit;

“ward credit controller” means an employee who checks if the patients are up-to-date with their deposits, deals with both local and international medical aid societies;

“working day” means any other day than a day off;

“x-ray operator” means an employee who takes x-rays in a professional and ethical manner.

#### *Meetings*

4. (1) Every employer shall permit an employee on the request by the employment council to attend employment council meetings and seminars.

(2) Every employer shall permit an employee on request by the union to attend trade union meetings and seminars.

#### *Administration*

5. The council shall be the body responsible for the administration of this agreement, and may issue expressions of opinion for the guidance of employers and employees provided such expressions of opinion are not inconsistent with the provisions herein.

## 25. GRIEVANCE PROCEDURE

### 1. Definition of grievance

A grievance is a complaint or dissatisfaction by an employee or employees brought about by any particular condition or happening at work, or about conditions of employment or any offending behaviour on the part of management or a fellow employee. All employees have the right to seek redress of grievances.

### 2. Grievance procedure

#### 2.1 First step:

- (a) An aggrieved employee or a group of employees must first put verbally or in writing the grievance to the immediate supervisor within two days;
- (b) In attempting to resolve the grievance, the supervisor shall:
  - (i) Hold a hearing of the grievance.
  - (ii) Permit the employee to be represented by a member of the workers committee or another employee of his or her choice.
  - (iii) Offer counselling if necessary with a view to arriving at an equitable settlement of the grievance.
  - (iv) Evaluate the grievance and communicate the decision to the aggrieved employee or group of employees.
- (c) The supervisor shall complete this process within a period of two days.

#### 2.2 Second Step:

- (a) If the aggrieved employee is dissatisfied with the supervisor’s decision, he or she should submit a written grievance in the form Appendix 8.1 within a period of two days to the department head.
- (b) The department head shall do his or her best to resolve the grievance and communicate his or her decision in writing to the aggrieved employee or group of employees within a period of two days.

#### 2.3 Third step:

- (a) In a case where the decision of the department head or equivalent is not acceptable, the matter shall be referred to the works council in writing within a period of five days by the aggrieved employee or group of employees; (NEC when no Works Council)
- (b) The works council or NEC may hear the aggrieved employees and any representative of his or her and shall make its ruling which shall be communicated in writing to the aggrieved employee or group of employees within a period of five days from the date of receipt of the appeal;
- (c) If the grievance is not resolved, the matter shall be referred within five

Category	Offences	First	Second	Third	Fourth
D	Fighting on duty	D			
D	Riotous behaviour	D			
D	Physically assaulting clients, visitors or company employees	D			
D	Consuming intoxicating substance and taking illegal drugs that renders whilst on company premises	D			
D	Drunkenness				
D	Unlawful job action	D			
D	Inciting others to disobey lawful orders or company procedures and regulations	D			
D	Wilful refusal to carry out lawful instructions/ insubordination	D			
D	Wilful loss or damage or misuse of company property	D			
D	Lack of skill which the employee expressly or impliedly held himself or herself to possess	D			
D	Forgery	D			
D	Misappropriation	D			
D	Using company time for personal and monetary gain without company authority	D			
D	Any act, conduct or omission inconsistent with the fulfilment of the express or implied conditions of one's contract	D			
D	Being in possession of illegal drugs	D			
D	Being in possession of an offensive weapon on company premises	D			
D	Theft/ fraud	D			
D	Sexual harassment	D			
D	Gross incompetence and or substantial neglect of duty/responsibility	D			

*Exemptions*

6. 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 any employer and employee upon application by any affected party in the industry. Such exemption may be cancelled by the council at its discretion.

*Registration and council dues*

7. (1) Every employer in the Industry at the time of coming into operation of this agreement shall, within one month of that date, unless it has already been done, notify the Secretary General of the Council his or her full name, trading name, postal and physical address and a summary of the activities of the undertaking. Such information has to be provided on a prescribed registration form to be obtained from the NEC offices.

(2) All employers and employees engaged in the Private Medical and Allied Industry shall, from the date of publication of this agreement pay subscriptions to the council. Such subscriptions shall be deducted by the employer from wages or salaries of each and every non managerial employee in the industry in addition to the employer's contributions as determined from time to time.

The subscriptions shall be paid monthly in arrears falling due at the end of the month in which the wage or salary was earned.

(3) The employee shall contribute a monthly subscription of 1% of his/her monthly wage or salary, and the employer shall contribute a monthly subscription of 1% of his total non-managerial basic monthly wage bill:

Provided that: no deductions shall be made in respect of an employee who is off-sick for a period in excess of 180 days and not in receipt of sick leave pay or a substitute payment.

(4) Each employer shall forward the total amount of the employee and employer's contributions, to be received at the council's office not later than the 15th day of the month following that, to which the subscriptions relate.

*Trade union subscriptions*

8. Every employer shall, upon receipt of a written and signed stop order forms from the registered trade union deduct from the respective employee(s) the appropriate amount as shall be specified through a check-off system on each pay day and remit the appropriate amount to the relevant trade union.

*Retrenchment*

9. Retrenchment Regulations provided for by the Labour Act [Chapter 28:01] shall apply.

*Grading, wages and allowances*

10. (1) Every employer shall place each employee in a grade listed in the job grading and wages schedule appropriate to his or her occupation and shall not pay a wage lesser than prescribed to such schedule including any other prescribed employment benefits and no employee shall accept benefits less than the amount of wages and benefits prescribed.

(2) An employee who at the date of commencement of this agreement is in receipt of a higher wage or more favorable benefits for his or her particular occupation than the wage prescribed in terms of this section and benefits thereof shall not, by reason of this agreement suffer any reduction in his or her wage or benefits.

(3) Depending with the performance of the business, an annual bonus may be paid to every employee, at an agreed rate and calculated on *pro rata* basis for any period below one year but having worked two months and above during that year.

(4) A productivity bonus or incentive scheme may be paid to an employee on a rate agreed upon by the employer and concerned employees or their works council.

(5) Where transport is not provided, an employer shall be obliged to pay a monthly transport allowance of \$50,00.

Category	Offences	First	Second	Third	Fourth
A	Using abusive language or gesture	VW	WW	FWW	D
A	Harassing and/or rudeness to clients or visitors and other employees	VW	WW	FWW	D
A	Reporting late at work or leaving early from work without permission or authority for a consistent period.	VW	WW	FWW	D
B	Unauthorised absence from work up to 3 days without justifiable excuse	WW	FWW	D	
B	Unreasonable deviation from normal route	WW	FWW	D	
B	Unauthorised carriage of passengers on company vehicles	WW	FWW	D	
B	Sleeping on duty	WW	FWW	D	
B	Disregard of safety/security rules and regulations	WW	FWW	D	
B	Concealing one's defect work	WW	FWW	D	
B	Carelessness or negligence or inefficiency in one's work	WW	FWW	D	
B	Lending money and charging interest (usury/chimbado) on company premises	WW	FWW	D	
B	Gambling on company premises	WW	FWW	D	
B	Disregarding communication channels	WW	FWW	D	
C	Unauthorised absence from work up to 4 days without justifiable excuse	FWW	D		
C	Threatening violence/or intimidation	FWW	D		
C	Misuse and damage of company property	FWW	D		
C	Conduct or behaviour likely to bring the company's name into disrepute	FWW	D		
C	Unauthorised disclosure of company confidential information	FWW	D		
C	Deliberately giving false evidence and/or being dishonest	FWW	D		
D	Unauthorised absence from work for 5 or more consecutive working days without justifiable excuse	D			

classified knives, knobkerries which are considered dangerous under the criminal law.

- (rr) **Wilful disobedience to a lawful order:** it means, a deliberate refusal to obey an instruction or an intentional defiance of a lawful order given by the employer, or failure to comply with policies or rules-deliberate or negligent failure to comply with policies and rules.
- (ss) **Embezzlement:** it means theft of assets (money or property) by a person in a position of trust or responsibility over those assets.
- (tt) **Being Convicted of a criminal offence where the punishment is imprisonment:** it is where by an employee is convicted of a certain criminal offence, the conviction may either be caused by action of the employee at work or outside work.
- (uu) **Conflict of interest with Company business or policies:** it means an offence committed by an employee to transact or make arrangements that benefit him/her on a personal level at the company's expense. The transaction should be related or in line with the company's business operations.
- (vv) **Disclosing company confidential information including business plans not limited to Patient information:** it means an employee who discloses confidential information about the status of a patient and business plans of the Company to unauthorised persons, which causes financial loss to both the company, and humiliation to the patient.
- (ww) **Drinking alcohol and smoking within the work premises:** it is misconduct for an employee to drink or smoke in public on duty within the work premises.
- (xx) **Withholding Information:** An employee withholds information, deliberately or without justification, he/she does not give information within his knowledge which he/she is required to give in connection with the business of the employer or of his employment.
- (yy) **Misconducts not specified:** If a conduct/omission is not specified herein but constitute misconduct, an employee would be charged nevertheless as appropriate, and the employer may formulate the appropriate charge.

Category	Offences	First	Second	Third	Fourth
A	Unauthorised absence from place of work without justifiable excuse	VW	WW	FWW	D
A	Horse play or unruly behaviour	VW	WW	FWW	D

*Job grading and wages Schedule*

<i>Job title</i>	<i>Grade</i>	<i>Minimum monthly salary</i>
1. General Hand	A1	\$330
2. Grounds man	A1	\$330
3. Caretaker	A2	\$353
4. Diet Aide	A2	\$353
5. Gardener	A2	\$353
6. Porter	A2	\$353
7. Server Assistant	A2	\$353
8. Tea Server	A2	\$353
9. Waiter	A2	\$353
10. Messenger	A2	\$353
11. Aircraft Caretaker	A3	\$378
12. Store hand-Assembler	A3	\$378
13. Junior Handyman	A3	\$378
14. Nurse Aide	A3	\$378
15. Dental Assistant	A3	\$378
16. Dental Chair side Assistant	A3	\$378
17. Dispensary Assistant	A3	\$378
18. Optometry Dispensing Assistant	A3	\$378
19. Laboratory Cleaner	A3	\$378
20. Linen Controller	A3	\$378
21. Optical Dispensing Assistant	A3	\$378
22. Optical Workshop Assistant	A3	\$378
23. Over-the-Counter Assistant/Till Operator	A3	\$378
24. Assistant Services Supervisor	B1	\$404
25. Tailor/Seamstress	B1	\$404
26. Darkroom Technician	B1	\$404
27. Dispenser and Frame Stylist	B1	\$404
28. Driver	B1	\$404
29. Front Office Dispatch Clerk	B1	\$404
30. Host	B1	\$404
31. Junior Packer	B1	\$404
32. Maintenance Clerk	B1	\$404
33. Security Guard	B1	\$404
34. Senior Diet Aide	B1	\$404

<i>Job title</i>	<i>Grade</i>	<i>Minimum monthly salary</i>
35. Senior Handyman	B1	\$404
36. Stores Assistant/Store hand	B1	\$404
37. Workshop Clerk	B1	\$404
38. Admissions Clerk	B2	\$433
39. Cashier	B2	\$433
40. Claims Clerk	B2	\$433
41. Commissionaire	B2	\$433
42. Driver/Messenger	B2	\$433
43. Medical Typist	B2	\$433
44. Receiving Clerk	B2	\$433
45. Dispatch Clerk	B2	\$433
46. Stores Clerk	B2	\$433
47. Senior Packer	B2	\$433
48. Switchboard Operator	B2	\$433
49. Ward Clerk	B2	\$433
50. Accounts Clerk Billing	B3	\$463
51. Accounts Clerk	B3	\$463
52. Emergency Medical Dispatcher	B3	\$463
53. Carpenter/Joiner	B3	\$463
54. Painter	B3	\$463
55. Plumber	B3	\$463
56. Printing Machinery Operator/Printer	B3	\$463
57. Electrician	B3	\$463
58. Facilities Handyman	B3	\$463
59. Creditors Clerk	B3	\$463
60. Debt Collector	B3	\$463
61. Debtors Clerk	B3	\$463
62. Dispatcher	B3	\$463
63. Information Systems Clerk	B3	\$463
64. Procurement Clerk	B3	\$463
65. Projects and Properties Clerk	B3	\$463
66. Salaries Clerk	B3	\$463
67. Ward Credit Controller	B3	\$463
68. Welder	B3	\$463
69. Accounts and Administration Clerk	B4	\$495
70. Claims Supervisor	B4	\$495

of the business of the employer, or if such activity is inconsistent or incompatible with proper performance of his work or his position in the undertaking, or selling to the Company anything whatsoever without prior approval of the General Manager or relevant authority; or unauthorised conducting of business using company facilities.

- (kk) **Sabotage:** Any act by an employee or employer to interfere with the normal operations of the Company by disrupting/procuring substandard plant, machinery or equipment or by interrupting any supplies of fuel, water, power, merchandise or service necessary for business activity; or inciting others to engage in disorderly behaviour on Company premises, whether or not damage is caused to the Company's property.
- (ll) **Conduct or behaviour likely to bring the Company's name into disrepute:** e.g. issuing of unauthorised press statements through other media or any other such conduct which has damaging effects to Company image.
- (mm) **Wilful loss or damage of property:** an act whereby an employee wilfully or deliberately loses or damages employer property. It is a breach of law or regulations if the intention is to disrupt services to the employer's customers.
- (nn) **Unauthorised absence from work for five (5) or more days without reasonable cause:** It is a gross misconduct to be absent from work for five (5) or more working days without leave or reasonable cause.
- (oo) **Unlawful Job Action as defined in the Labour Act:** means an illegal industrial action which fails to fulfil the legal requirements of embarking in a Collective Job Action as provided for in the Labour Act and is calculated to persuade or cause a party to an employment relationship to accede to a demand related to employment, and includes a strike, boycott, lockout, sit-in, or sit-out, or other such concerted actions. An employee is also guilty of an unlawful job action if he or she persuades, incites, instigates, and forces another employee to engage in such an act. It is also an offence for an employee to voluntarily engage in such an unlawful act.
- (pp) **Any act, conduct or omission grossly inconsistent with the fulfilment of express or implied conditions of one's contract:** express conditions are those that are clearly written in one's contract of employment as read with the job description and implied conditions are those that may not be specifically laid down in any document but which the law will nevertheless consider as forming part of the contract of employment.
- (qq) **Unlawful possession of an offensive weapon on Company premises:** it means an employee who possess weapons which include firearms,

- experiences, references or certificates) presented to the employer with the intention of causing actual prejudice or which is potentially prejudicial to the employer.
- (bb) **Fraud:** It means to unlawfully make misrepresentation whether written or oral which may cause actual or potential prejudice to the employer or any person.
- (cc) **Habitual and substantial negligent of duty:** Negligence or dereliction of duty which results in the abandonment of all attention to production, administration or EMPLOYER activities.
- (dd) **Gross Incompetence or Inefficiency in the performance of work:** An employee is grossly inefficient or incompetent if he/she performs unsatisfactory or substandard work resulting in extremely poor work output which may result in serious loss, damage or prejudice to the Company (or potential thereof).
- (ee) **Lack of a skill which an employee expressly or impliedly held himself or herself to possess:** means an employee lacks skill which he or she indicated in writing or verbally, that he or she can possess.
- (ff) **Fighting and Riotous Behaviour:** Fighting involves an exchange of blows or use of damaging objects by, or between two or more employees at the workplace. Riotous behaviour involves violent conduct or threats at whatever forum in and around Company premises meant to disrupt the smooth running of activities of the Company and to cause injury to property or humans.
- (gg) **Assault of clients, visitors, officials or Company employees:** This is where an employee does a physical act which causes another employee, client or visitor reasonable fear or inflicting of physical injury to another or where one actually strikes, drags or touches another in anger, vengeful or in a insolent manner.
- (hh) **Possession or dealing in illegal drugs whilst on duty or on Company premises:** An employee in possession of, or is trafficking illegal drugs while at the workplace, sells or otherwise deals in, or attempts to do so with any drug which is prohibited by law.
- (ii) **Consumption of alcohol or drunkenness or taking un-prescribed drugs:** Being under the influence of intoxicating alcohol or drugs prohibited by law, whilst on duty or Company premises which consumption has the effect of rendering the employee incapable of executing his normal duties during working hours, or being in possession of unauthorised alcohol or drugs in the Company premises.
- (jj) **Conflict of interest and moonlighting:** Any employee has a conflict of interest, if he is engaged in any activity to the prejudice

<i>Job title</i>	<i>Grade</i>	<i>Minimum monthly salary</i>
71. Cook	B4	\$495
72. Debtors Officer	B4	\$495
73. Loss Control Supervisor	B4	\$495
74. Quality Assurance Officer	B4	\$495
75. Accounts and Administration Supervisor	B5	\$530
76. Audit Clerk	B5	\$530
77. Secretary	B5	\$530
78. Human Resources Clerk	B5	\$530
79. Legal Clerk	B5	\$530
80. Ambulance Technician	C1	\$567
81. Billing Officer	C1	\$567
82. Bookkeeper	C1	\$567
83. Phlebotomy Nurse	C1	\$567
84. RGN Stock Sister	C1	\$567
85. RGN	C1	\$567
86. Ward Sister	C1	\$567
87. Fleet Administrator	C1	\$567
88. HR Administration Assistant	C1	\$567
89. Optical Workshop Technician	C1	\$567
90. Salaries Officer	C1	\$567
91. Ambulance Crew Leader	C2	\$607
92. Emergency Medical Technician	C2	\$607
93. Canteen Supervisor	C2	\$607
94. Flight Nurse	C2	\$607
95. RGN (Intensive Care Nurse)	C2	\$607
96. RGN (Midwifery)	C2	\$607
97. RGN (Theatre Nurse)	C2	\$607
98. RGN (Renal Nurse)	C2	\$607
99. Dispatch Supervisor	C2	\$607
100. Laboratory Technician	C2	\$607
101. Pharmacy Technician	C2	\$607
102. Maintenance Officer	C2	\$607
103. Receiving Supervisor	C2	\$607
104. Refrigeration and Air-conditioning Technician	C2	\$607
105. Stock Controller	C2	\$607
106. Training Coordinator	C2	\$607

<i>Job title</i>	<i>Grade</i>	<i>Minimum monthly salary</i>
107. Hardware Support Administrator	C2	\$607
108. Dental Lab Technician	C2	\$607
109. Transport and Security Officer	C3	\$649
110. Transport and Security Officer	C3	\$649
111. Ambulance Shift Leader	C3	\$649
112. Assistant HR Officer	C3	\$649
113. Charge Nurse/Sister In Charge	C3	\$649
114. Hospital Equipment Technician	C3	\$649
115. Instrument Technician	C3	\$649
116. Vehicle Maintenance Officer	C3	\$649
117. Strategic Business Unit Sales Rep	C3	\$649

#### *Hours of work*

11. (1) The ordinary hours of work shall not exceed 45 hours per week inclusive of weekends.

(2) A break interval of not less than half an hour will be allowed for lunch and must be taken at a time or times fixed by the employer and the employee shall not be entitled to wages in respect of such period.

(3) Meal and refreshment breaks during shift work for all employees: An employer shall grant an employee a break during a shift to be taken at appropriately the middle of the shift and not later than when five and half hours have been worked continuously by the employee in that shift, and the period of the break shall—

- (a) if the employee is on night shift or consecutive shift, be of not less than fifteen minutes duration and the employee shall be entitled to wages in respect of such period;
- (b) if the employee is on day shift, be of not less than thirty minutes duration and the employee shall not be entitled to wages in respect of such period;
- (c) where an employee is required to work outside his or her normal working hours he or she shall, after completing a full shift, be entitled to a rest period of not less than

- (r) **Failure to comply with standing instructions or follow established procedures:** (including procedures of this Industry Code) where the consequences are not considered very serious.
- (s) **Misuse of telephones:** Employees' using telephones, for private business intended for his/her personal gain, and use the phone to leak confidential information to competitors. Spending more time chatting with friends and family during working hours, and thereby denying the company potential revenue/clients.
- (t) **Abuse of sick leave:** An employee abuses sick leave if, by word or conduct, he/she pretends to be ill or obtains a medical certificate by any false pretence in order to justify non-performance of, or absence from work.
- (u) **Eating at undesignated working areas:** Eating in the undesignated area of the Hospital/Surgery/Clinics or Administration.
- (v) **Sexual harassment:** Includes unwanted and persistent conduct of a sexual nature or grave sexual conduct affecting the dignity of a person at work. It also includes unwelcome physical, verbal or non-verbal, conduct that denigrates or ridicules intimidates, suggestive, enticing or physically abusive of another employee's sex, such as degrading remarks or insults which are gender related and offensive.  
  
It shall also constitute sexual harassment for a senior employee to ask for or demand a sexual favour from a junior employee as a condition for a promotion, appointment or for any other considerations which has a bearing on an employee's career.
- (w) **Theft:** Unauthorised and intentional appropriation of property belonging to the employer or other person in the employment environment, with the intention of permanently depriving the other of that property.
- (x) **Gambling on Company premises or during working hours:** It is a serious offence to be actively or passively involved in a gambling exercise (makasa or njuga) online betting or similar such games for cash at a workplace or during working hours.
- (y) **Corruption:** An employee is involved if he or she takes or gives bribes or abetting or aiding corruption in order to do someone a favour on a matter related to the employee's or other employee's duties.
- (z) **Extortion:** It amounts to demanding money or a favour from a member of the public or other employees using threats of non-performance of his duty, or by intimidation or threat of violence or misuse of influence or authority arising from one's employment relationship with the Company.
- (aa) **Falsification of documents (forgery):** It is an act of misconduct if an employee misrepresents any documents (including qualifications,

- (ii) **Time wasting:** Passing time idly or failing without reasonable cause to complete tasks, and such conduct is not habitual.
- (g) **Driving Company vehicles without authority:**  
It is an offence for an employee to drive a Company vehicle without authorisation.
- (h) **Usury:** (Money lending)(Chimbadzo) It is a misconduct for an employee to be involved in administering any illegal money lending activity on employer's business or premises.
- (i) **Carrying of unauthorised passengers:** it is a misconduct to carry non-employees or unauthorised passengers as specified by company vehicle use regulations, which prohibit among other practices the carrying of passengers for personal gain, whether in cash or kind.
- (j) **Disregarding of Company Safety and Security regulations:** It is an offence to disregard laid down safety and security regulations and procedures whether in writing or given verbally.
- (k) **Disregarding communication channels:** it means non-compliance with the chain of authority of the organisation without a valid reason.
- (l) **Discourteous to clients and visitors:** Being discourteous, impolite or disrespectful to any person or client at the workplace whilst on duty, or using obscene or abusive language against clients, visitors, or other employees.
- (m) **Discourteous to other employees:** Being discourteous, impolite or disrespectful to other employees or adopting a contemptuous attitude towards subordinates or using obscene or abusive language against other employees.
- (n) **Deliberate refusal to work overtime/or to perform standby duties:** When a person in authority has given reasonable notice and/or reasonable explanation and one refuses to do overtime without a reasonable cause.
- (o) **Inciting another employee to disobey lawful orders or Company procedures:** it is a very serious misconduct for an employee to incite another employee from disobeying a lawful order or Company procedure.
- (p) **Misuse of Company Property:** Using employer property for purposes other than for which it was intended in particular or minor issues that prejudice the Company.
- (q) **Sleeping on duty:** Any employee found asleep on duty, whether or not such action constitutes a hazard to the safety and health of the employee or others or leads to damage of employer property shall be deemed guilty of an offence.

fifteen minutes, and he or she shall be paid for such rest period;

- (d) provided that where, due to the nature of the work the employee is carrying out, this rest period cannot be taken immediately upon completion of the shift it shall be taken as soon as possible after the completion of the shift;
- (e) a shift employee who is changing his or her shift to another shift shall be kept on that shift for a period at least equal to the period during which he or she was on the previous shift;
- (f) breast-feeding mothers shall not engage in shift work before 8 a.m. and beyond 6 p.m.

(4) No employer shall reduce an employee's wage for any time not worked if the employee was able and willing to work and was present at his her place of work but the employer was unable or unwilling to furnish him or her with work.

#### *Conversion of rates*

12. For the purposes of converting monthly wages to their daily, fortnightly, weekly and hourly equivalents, the following computations shall apply:

- (a) to obtain a daily rate, the monthly rate shall be divided by 26;
- (b) the fortnightly equivalent of a weekly wage, the weekly wage shall be multiplied by two;
- (c) to obtain a weekly rate, the monthly rate should be divided by four and one third;
- (d) to obtain the hourly rate, the daily rate should be divided by eight:

Provided that calculation for payment in lieu of vacation leave shall be calculated at 2.5 days for every completed month of service.

#### *Payment of overtime*

13. (1) An employer may request an employee to work overtime, and shall whenever possible, give 24-hour notice to such employee of

such request. An employee shall not refuse to work overtime without a reasonable excuse.

(2) An employee will be paid for overtime worked as follows:

- (a) in excess of normal working hours on a working day of the week, at one and a half times his hourly rate of pay; or
- (b) where an employee consents to work on a public holiday he or she shall be paid not less than twice his or her current remuneration for that day, whether or not that day is one on which he or she would otherwise have been required to work.

#### *Deductions*

14. No deductions or set off of any description shall be made from any remuneration, due to an employee, except—

- (a) any amount, which the employer is compelled by the law or legal process to pay on behalf of the employee, including union dues;
- (b) any overpayment;
- (c) for goods purchased on behalf of, or money lent to an employee by the employer by stop order signed by the employee, for any amount up to, but not exceeding 25% of the gross wage due to such an employee:

Provided that: where such 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, unless if the employee consent.

- (d) at the termination of employment, any balance owing to the employer for the goods purchased from the employer against wages due for work actually performed by the employee, or money lent by the employer to the employee;
- (e) where an employer makes deductions of a trade union or other third party, he shall remit such deductions to the trade union or other party concerned not later than the 15th day of the month following that to which deductions relate.

## 24. OFFENCES AND PENALTIES

1. The schedule below defines offences and prescribes the best relevant penalties. The abbreviations shall be interpreted as follows:

**VW**— Verbal Warning, validity three months

**WW**— Written Warning, validity nine months

**FWW**— Final Written Warning, validity twelve months

**D**— Dismissal

2. Offences are in four (4) Categories depending on their seriousness. The categories are:

Category A: Minor offences

Category B: Moderate offences

Category C: Serious offences

Category D: Gross Misconduct

3. Definition of Offences:

- (a) **Unauthorised absence from work:** it means the absence from work without leave or reasonable cause.
- (b) **Poor time keeping and related offences:**
  - (i) Reporting late for work without leave or reasonable cause and such conduct is not habitually and not serious.
  - (ii) Leaving work early without leave or reasonable cause and such conduct is not habitually, and not serious.
  - (iii) Extended or unauthorised breaks during working hours without leave or reasonable cause and such conduct are not habitually.
- (c) **Horse play or unruly behaviour:** Inappropriate/unprofessional/ disruptive behaviour which is not habitual.
- (d) Unauthorised reading of magazines or novels during working hours without the consent of the immediate superior.
- (e) **Negligence**
  - (i) **Negligent loss:** Any act where an employee, through carelessness or negligence, causes loss or potential loss of property on the employee in charge.
  - (ii) **Negligent damage:** Any act whereby an employee through carelessness or negligence causes damage or allows employer property in the employee in charge to be damaged.
- (f) **Unsatisfactory work performance**
  - (i) **Carelessness:** Performance of job or duty without exercising due care and attention leading to substandard work which is minor.

19.7.3 Analysis and findings.

19.7.4 Verdict.

## 20. APPEALS TO THE DESIGNATED AGENT

20.1 A person who is aggrieved by the decision or manner in which an appeal is handled by his or her employer or the Appeals Officer or Appeals Committee as the case may be, may refer the matter to the NEC Designated Agent within 7 working days from the day of receipt of such decision.

20.2 The Designated Agent to whom a case has been so referred shall process the case as provided for under section 93 of the Labour Act.

## 21. REPRESENTATION IN DISCIPLINARY PROCEEDINGS

21.1 Both Parties before the Disciplinary Committees as provided herein shall be entitled to representation as follows:

22.1.1 Employer-legal practitioner, internal lawyers, or internal persons so assigned.

22.1.2 Employee-any Workers Committee member, fellow employee, industry trade union or legal practitioner of choice.

## 22. PENALTY

22.1 All warnings and notices must be recorded on a standard form (see Forms annexed to this Industry Code) and must contain the employees name, employee number, nature of misconduct, the signature of the Disciplinary Committee members or Hearing Officer, the signature of the employee acknowledging receipt of the warning (not his/her guilt) and the signature of an employee representative also acknowledging that the warning was handed to the employee.

22.2 Warnings shall be retained for information and record purposes.

## 23. PRINCIPLES GUIDING IMPOSITION OF PENALTY

23.1 In general, disciplinary action should, in the first instance, be educational and then corrective. Punitive action should only be taken when the said earlier steps have proven ineffective.

23.2 As far as is possible similar offences committed in similar circumstances should be treated equitably through the award of similar penalties allowing for mitigating and aggravating circumstances.

## *Records of wages*

15. (1) Every employer shall keep records for all employees for whom wages are prescribed in this Agreement, which shall reflect the following—

- (i) full name of the employee;
- (ii) grade and occupation;
- (iii) date of engagement;
- (iv) wage rate;
- (v) daily and total number of hours worked;
- (vi) amount of overtime;
- (vii) deductions from wages;

(2) These records shall be kept at the establishment at all times and shall be made available for inspection by a council designated agent at any time on demand.

(3) Every employer shall pay all remuneration, including wages, overtime and allowances at least every month and by not later than the last day in each month.

## *Contracts of employment and notices*

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

- (a) his or her grade; and his or her rate of pay and when it will be paid; and
- (b) provision for accommodation, if any; and
- (c) the period of notice required to terminate the contract of; and
- (d) the hours of work; and
- (e) the details of any allowance/s; and
- (f) vacation leave; and
- (g) provision for benefits during sickness.

(2) Provisions of section 12 of the Labour Act on notices shall apply when terminating a contract of employment.

(3) Contracts of employment shall be entered into in conformity with the provisions of the Labour Act and in particular such contracts shall clearly stipulate the following particulars—

- (a) the name and address of the employer;
- (b) the period of time if limited, for which the employee is engaged;
- (c) the terms of probation if any in accordance with the labour act;
- (d) the terms of the employment code;
- (e) particulars of the employee's remuneration, its manner of calculation and the intervals at which it will be paid;
- (f) particulars of benefits receivable in the event of sickness or pregnancy;
- (g) hours of work;
- (h) particulars of any bonus or incentive production scheme;
- (i) particulars of vacation leave and vacation pay;
- (j) particulars of any other benefits provided under the contract of employment;

(4) Continuous service of permanent employee shall be deemed broken by death and other forms of termination as provided for in the labour act as amended.

(5) A contract 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 as provided by the Labour Act [*Chapter 28:01*] from time to time:

Provided 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 exceeds a total of six weeks in any four consecutive months.

(6) Employees employed as fixed term contracts shall be entitled to enjoy the same treatment in regards to prescribed wages and leave accrued with employees on contracts without limit of time.

18.2 Before passing the determination the hearing officer or disciplinary committee shall consider precedents and the employee's record of employment including any aggravating or mitigating factors.

18.3 The determination shall have the following headings:

18.3.1 Introduction.

18.3.2 Summary of charges and allegations.

18.3.3 Summary of employer's evidence.

18.3.4 Summary of employee's evidence.

18.3.5 Analysis and findings.

18.3.6 Verdict.

18.3.7 Factors in Mitigation and Aggravation.

18.3.8 Penalty and reasons thereof.

18.3.9 Right to appeal and designate Appeals Officer or Committee.

## 19. APPEALS PROCEDURE AND STAGES

19.1 Depending on the size and circumstances of an establishment or a workplace, an employer may appoint a person in his or her employment as an Appeals Officer or with the agreement of his or her employees or workers representatives, an Appeals Committee to preside over and decide on appeals.

19.2 The Appeals Committee/Officer shall have the power to either condone or turndown the application for late filing of the appeals.

19.3 A person aggrieved by the decision of a Hearing Officer or Hearing Committee, as the case maybe may note an appeal within seven working days with the Appeals Officer or Appeals Committee.

19.4 The Appeals Officer or Committee, as the case maybe, may call for a formal hearing to hear the appeal or decide from the record submitted.

19.5 The Appeals Officer or Committee, as the case maybe, shall have 14 working days from the day of receipt of the appeal, to dispose of the appeal.

19.6 The Appeals Committee/Officer may uphold, rescind or alter the decision of the Hearing Officer or Disciplinary Committee.

19.7 The determination shall have the following headings:

19.7.1 Introduction.

19.7.2 Grounds of Appeal.

16. THE DISCIPLINARY HEARING

16.1 The disciplinary committee shall—

16.1.1 Ensure they have available information relating to the offence.

16.1.2 Have the complainant and defendant bring their witnesses, if any in support of the case.

16.1.3 Ensure the employee pleads to the alleged offence, after the charge being formally put to the defendant.

16.1.4 Hear evidence from the complainant, defendant and any witnesses through either written statements or verbal evidence.

16.1.5 Gather evidence through inspections where necessary.

16.1.6 Witnesses may be cross examined. Should the witness be unavailable an affidavit shall be sufficient.

16.1.7 Make a determination.

16.1.8 All decisions of the disciplinary committee shall, unless unanimously decided by the members of the disciplinary committee present, be determined by vote.

16.1.9 In the event of a deadlock the Chairperson shall have a casting vote in addition to a deliberative vote.

16.1.10 The Hearing Committee shall upon the completion of the proceedings come up with its determination and communicate its decision within (3) three days.

16.1.11 Management shall be responsible for minute taking and keeping of records.

16.1.12 The disciplinary committee shall conduct a hearing within 14 working days of defendant receiving suspension letter and/or charge sheet.

16.1.13 However, parties may mutually agree to waiver timelines.

17. RECORD KEEPING OF DISCIPLINARY HEARINGS PROCEEDINGS

All records pertaining to a disciplinary case shall be kept on file.

18. DETERMINATIONS

18.1 The Hearing officer or the Chairperson of the Disciplinary Committee shall provide a detailed determination in form Appendix 3/4/5/6 as provided in the Industry Code of Conduct.

(7) All contract employees regardless of duration of their contracts shall be subject to the registered code of conduct.

*Outside work/locum*

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

*Subsistence, accommodation and travel allowance*

18. An employee who is required to work away from his or her usual place of work as to necessitate the sleeping away from home shall be conveyed to and from such place at the employer's expense and shall be paid, in addition to his or her wages for the time during which he or she is away from home—

- (a) proved expenses—these are expenses for which receipts are necessary and cover all travelling and subsistence needs (accommodation and meals); or
- (b) an employee, who is required to travel more than fifty kilometres from his or her normal place of work, which necessitates his or her sleeping away from home, shall be paid, in advance, a subsistence allowance approved by the employer in consultation with the employee to provide for all necessary proved and/or unproved travelling and subsistence expenses.

*Leave*

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

(2) Vacation leave—

- (i) an employee shall accumulate vacation leave at the rate of two and half days for each month of continuous service, subject to a maximum accrual of 90 days' paid leave. No employer shall deny an employee to proceed on vacation leave after the employee has accrued the maximum 90 days:

Provided that: no employee shall be entitled to take vacation leave in his or her first year of continuous service, unless the employer otherwise agrees;

- (ii) an employee may take a portion of any vacation leave accrued to him or her, and shall retain his or her right to any vacation leave accrued but not taken.

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

Provided that:

- (i) an employer shall be entitled, on giving one month's written notice, to require an employee to proceed on his or her accrued vacation leave, or any portion thereof, at any time convenient to the employer;
- (ii) an employee who has accumulated vacation leave may, with the consent of his or her employer, elect to be paid cash in lieu of such leave;
- (iii) an employee proceeding on vacation leave may, upon request, be paid his or her wage up to date, and his or her current wage and allowances for the period of such leave, prior to his or her going on leave;
- (iv) 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;
- (v) for the purpose of calculating any period of leave or pay in lieu of leave, a year shall be reckoned from the date on which an employee commences service with an employer;
- (vi) for the purpose of leave-pay, the pay for one day shall be calculated by dividing the employee's current wage by 26;
- (vii) the leave-pay of an employee shall be calculated on his or her current wage at the time of proceeding on such leave;

## 12. SETTING UP OF A DISCIPLINARY COMMITTEE

- 12.1 The Employer shall constitute a disciplinary committee by appointing a hearing officer or a disciplinary committee and inviting the workers' committee to appoint employee representatives where it applies.
- 12.2 The Employer shall inform the employee facing allegations and his or her manager/immediate superior of the composition and names of the disciplinary committee.
- 12.3 Once the investigations have been completed, the immediate superior shall subsequently formally charge the employee by filling the charge sheet.

## 13. CHARGE AND DRAFTING OF CHARGE SHEET

- 13.1 The charge sheet shall inform the employee in writing of:
  - 13.1.1 Details of the alleged offences.
  - 13.1.2 Date, time and venue of hearing.
  - 13.1.3 The names of any witnesses to be called.
  - 13.1.4 Attached to all exhibits and annexure to be used in the hearing.
- 13.2 Service of a charge of misconduct can be affected by any of the following methods.
  - 13.2.1 To the employee personally.
  - 13.2.2 Upon a responsible person at the employee's place of residence.
  - 13.2.3 By registered mail/courier at the employee's last known address as per the company records.

## 14. RESPONSE TO CHARGES

Upon receipt of the charges the employee may respond in writing within three working days of receiving the charge.

## 15. NON-ATTENDANCE TO DISCIPLINARY HEARING AND WALK OUT

- 15.1 Where an employee fails to attend a hearing without reasonable excuse, the Hearing Officer or Disciplinary Committee shall proceed to hear evidence and a determination will be issued.
- 15.2 In the event of walk out from the hearing by the employee or its representative, the Hearing Officer or Disciplinary Committee as the case may be shall proceed to hear evidence as if the employee or its representatives were present.

- 10.2.3 Obtaining written statements from any witnesses to the commission of the Offence in any language that the witness is comfortable in provided that the translation is in English.
- 10.2.4 Obtaining written statement from the alleged employee in any language that the employee is comfortable in provided that the translation is in English.
- 10.2.5 The alleged employee shall be required to submit his/her response within three working days of the request being made.
- 10.2.6 Perusing the statements and determine if *prima facie* there has been a breach of the Industry Code.
- 10.3 If, on the face of the written statements the employee has no charge to answer, the matter will end there.
- 10.4 If however, the immediate superior is satisfied that there is a *prima facie* case the immediate superior or a person appointed may then formally suspend and raise the charge against the employee in writing.
11. SUSPENSION WITH OR WITHOUT PAY AND BENEFITS PENDING FINALISATION OF INVESTIGATIONS
- 11.1 An employee may be suspended by the Employer with or without pay and benefits pending further investigations of an alleged offence depending on the nature and the gravity of the offence.
- 11.2 If suspended the employee shall be notified in writing of such a suspension which contains the following:
- 11.2.1 The date when the suspension takes effect and the date when it ceases.
- 11.2.2 Reasons and grounds for suspension.
- 11.2.3 Particulars of the alleged offence.
- 11.2.4 Whether the suspension is with or without pay and benefits.
- 11.2.5 The maximum period of suspension will be 14 working days and if investigations are not complete the employee shall resume duty and be reinstated by the employer but the employer can still proceed with disciplinary hearings after completion of the investigation.
- 11.2.6 If the ground of suspension is not proved, the employee would be reinstated without loss of salary and benefits.

- (viii) an employee, whose service is terminated for any cause whatsoever, shall be paid the cash equivalent of any leave which he or she has accrued and the amount of such payment shall be based on his or her current wage;
- (ix) if an employee is absent from work because of illness or any cause beyond his or her own control, proof of which shall rest on him or her, such period of absence may be offset against any vacation leave due to the employee.

(4) Special leave: Special leave on full pay not exceeding 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 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 dependant;
- (f) on any justifiable compassionate ground.

(5) Maternity leave—

- (i) unless more favourable conditions have otherwise been provided for in any employment contract or in any enactment, maternity leave shall be granted in terms of section 18 of the Labour Act [*Chapter 28:01*] for a period of 90 days on full pay to a female employee who has served for at least one year;
- (ii) on production of a certificate signed by a registered medical practitioner or State registered nurse

certifying that she is pregnant, a female employee may proceed on maternity leave not earlier than the 45 day and not later than the 21st day prior to the expected date of delivery;

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

Provided that:

- (i) maternity leave shall be granted only once during any period of twenty-four months calculated from the day any previous maternity leave was granted;
- (ii) any maternity leave requested in excess of the limits prescribed in this section may be granted as unpaid maternity leave;
- (iii) 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;
- (iv) 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 on such leave, and her period of service shall not be considered as having been interrupted, reduced or broken by the exercise of her right to maternity leave in terms of this section;
- (v) 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 normal working hours, for the purpose of nursing her child, and such employee may combine the portion or portions of time to which she is so entitled with any other

## 6. RIGHTS OF EMPLOYER

Subject to the provisions of legislation, EMPLOYER has the following right *inter alia*:

- 6.1 Determining goals and objectives of the company.
- 6.2 Maintaining discipline and order within the company.
- 6.3 Establishing and determining performance standards in the workplace.
- 6.4 Managing change.
- 6.5 Planning and organising human, material and financial resources.

## 7. RIGHTS OF EMPLOYEES

The Industry recognises the following rights of employees *inter alia*:

- 7.1 The right to associate with or belong to a registered Trade Union.
- 7.2 The right to form a Workers Committee at workplace.
- 7.3 The right to collectively bargain through structures established by law.
- 7.4 The right to be consulted on all matters affecting employee welfare.
- 7.5 The right to fair Labour standards and protection from unfair Labour practices as set by law.

## 8. OBLIGATION OF BOTH PARTIES

While EMPLOYER has the overall responsibility, both parties have the duty to ensure observance and compliance with these rights and duties/ obligations in the interests of achieving company goals.

## 9. DISCIPLINARY PROCEDURE

Where the employer has reasonable cause to believe that an employee has committed misconduct in terms of this Industry Code, the immediate superior shall take immediate action to investigate the matter.

## 10. INVESTIGATION OF THE OFFENCE(S):

- 10.1 The conducting of an initial investigation in terms of this clause shall not amount to a commencement of proceedings unless and until the immediate superior decides that a formal hearing be constituted in terms of this Industry Code.
- 10.2 The investigation may include:
  - 10.2.1 Gathering and recording all evidence of the alleged offence.

“workers committee” means a workers committee elected or appointed in terms of the Labour Act [*Chapter 28:01*] to represent the interests of non-managerial employees at the workplace; “works council” means a works council as defined in the Act.

### 3. SCOPE OF THE INDUSTRY CODE

The Industry Code shall apply to all non-managerial employees including—

- (a) permanent employment terms;
- (b) probation;
- (c) casual/seasonal employment;
- (d) fixed term contracts;
- (e) secondment; and
- (f) employees on attachment.

### 4. DUTIES OF EMPLOYER

4.1 In terms of this Industry Code, EMPLOYER shall have the following duties *inter alia*:

- (i) ensuring that the company complies with the laws of Zimbabwe as applicable;
- (ii) ensuring that all grievances and disputes are resolved timorously and in accordance with the provisions of this Industry Code;
- (iii) to provide adequate and necessary protective clothing to ensure a safe and healthy working environment.

4.2 To act in good faith in its relationship with the Workers’ Committee, Government officials, National Employment Council for the Medical and Allied Industry, any registered Trade Union and Employers Association in the industry.

### 5. DUTIES OF EMPLOYEES

In terms of this Industry Code, employees shall have the following duties;

- 5.1 To assist employer in enforcing the provisions of this Industry Code through strict compliance with the rules specified herein.
- 5.2 To execute and perform work as required by the employer and within the dictates of the Industry Code of conduct, conditions of service and employment contract.
- 5.3 To be loyal, honest and obey all lawful instructions of employer.
- 5.4 Display acceptable behaviour and respect the authority of employer.

normal breaks so as to constitute longer periods that she may find necessary or convenient for the purpose of nursing her child;

- (vi) any person who contravenes this section shall be guilty of an unfair labour practice.

Notwithstanding subsection 7, the granting of breaks during normal working time to a female employee for the purposes 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.

A female employee shall be entitled to the benefits under subsection 7 for the period which she actually nurses her child or six months, whichever is the lesser. As provided by the Labour Act.

(6) Sick leave—

- (i) unless more favourable conditions have been provided for in any enactment, sick leave shall be granted in terms of section 14 of the Labour Act [*Chapter 28:01*] 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;
- (ii) 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 90 days’ sick leave on full pay;
- (iii) 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 90 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.

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

- (a) 90 days' sick leave on full pay; or
- (b) subject to subparagraph (iii) one hundred and eighty days' sick leave on full and half pay;

the employer may terminate the employment of the employee concerned.

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

#### *Allowances*

20. (1) Standby—Where an employee is on standby such employee shall be entitled to an allowance calculated using an employee's hourly rate.

(2) Night Allowance—Every employer shall be obliged to pay night duty allowance at the rate of 10% of his or her basic salary provided that the employee worked for five days or more days in any given month.

#### *Transfers and relocations*

21. (1) The employer shall provide all relocation and transfer costs as agreed between the parties.

(2) Transfer of an employee shall not be used as a disciplinary measure unless such measure is in terms of a decision in terms of an employment code of conduct.

(3) Transfers should be fair and justifiable.

#### *Continuous service*

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

engage, discharge, suspend, and demote an employee for proper cause in accordance with this Industry Code.

1.4. It is the policy of the industry that if disciplinary action has to be taken against any employee, it should:

- 1.4.1 be promptly undertaken in cases where good reason and evidence are seen to exist, after careful investigation of the circumstances of each case. A disciplinary hearing should be completed within 21 working days from the day of raising a charge;
- 2.3.2 be appropriate to the size and gravity of the offence that has been committed;
- 2.3.3 be demonstrably fair, firm and as consistent as possible with previous action, in similar circumstances.

## 2. DEFINITION OF TERMS

In this Industry Code:

“Act” means the Labour Act [Chapter 28:01] and includes any statutory instrument made and in force under the Act;

“Industry Code” means NEC Medical and Allied Industry Code of Conduct and Grievance handling procedure setting out agreed procedures, principles and acts which are designed to regulate and promote good behaviour at the workplace;

“employee” shall mean employees in grades provided under the schedule of this agreement;

“employer” means any person whatsoever who employs or provides work for another person and remunerates or expressly or tacitly undertakes to remunerate him or her;

“employers association” means Medical and Allied Employers Association of Zimbabwe and Health Services Employers Association of Zimbabwe or any other employers associations that are registered to represent the interests of employers in the private medical and allied industry;

“grievance and disciplinary committee” means a committee established in terms of this Industry Code;

“supervisor/superior” means an employee appointed to direct and supervise work carried out by other employees;

“trade union” means Medical Professionals and Allied Workers Union of Zimbabwe or any other trade union that is registered to represent the interests of employees in the industry;

“worker representative” means a person nominated by an employee concerned to attend disciplinary and/or grievance procedures who shall either be a trade union official, workers' committee member, fellow employee, or a legal practitioner;

DR B. RIGAVA,  
*For and on behalf of* the Employers' Association.

DR D. GWATIDZO,  
*For and on behalf of* the Employers' Association.

MS M. DZAUMA,  
*For and on behalf of* the Trade Union.

M. DUBE,  
NEC Chairman.

B. CHABUKA,  
General Secretary.

PART II

NEC MEDICAL AND ALLIED INDUSTRY

INDUSTRY CODE OF CONDUCT AND GRIEVANCE HANDLING  
PROCEDURE MANUAL

1. PREAMBLE

- 1.1 Parties to the NEC Medical and Allied Industry driven by desire to have proper rules and grievance procedures, to maintain discipline and sound industrial relations, herein set up a rules and procedure book referred to as the NEC MEDICAL AND ALLIED INDUSTRY CODE OF CONDUCT AND GRIEVANCE HANDLING PROCEDURE or simply the 'Industry Code' and agree that this "Industry Code" shall remain in force until revised, modified and amended by mutual agreement between parties to the council and that no person by virtue of office or influence shall overturn the provisions of this Industry Code.
- 1.2 These are a set of rules and procedures designed to promote orderly conduct and productivity through discipline at the workplace. It should be interpreted as a set of rules to: promote discipline, promote industrial harmony, to promote communication, to promote efficiency, productivity, safety at the workplace and for providing a fair, orderly and timely settlement of disputes as and when they arise. It also sets out the procedure should an employee have a grievance.
- 1.3 The Employers and Employees acknowledge that it is the function of EMPLOYER to maintain order, discipline and efficiency and also to

(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 reckoned as service with the new owner, and shall be deemed not to have been broken by such change of employer.

(3) Provisions of section 16 of the Act shall apply.

*Record of service*

23. (1) Every employer shall be required to maintain an updated record of service in respect of every employee regardless of the nature of contract of employment.

(2) Upon termination of an employee's contract of employment, an employer shall issue to the employee, regardless of the nature of the contract of employment, certificate stating the employee's—

- (i) job title and level/grade on termination;
- (ii) wage rate on termination;
- (iii) length of service with the employer;
- (iv) industrial pension number, Social Security Scheme number;
- (v) any benefits/or costs accruing to the employee upon termination of employment;
- (vi) benefits/costs accruing to the employee.

*Job evaluation*

24. It shall be the responsibility of the National Employment Council to carry out the job evaluation exercise from time to time to—

- (a) review and evaluate jobs in conformity with technological advancement, or any other developments in production processes in the industry, sector or establishment;
- (b) evaluate and determine grades/levels of new jobs:

Provided that an employee disadvantaged unjustly by such job evaluation or who may perceive his or her grade being misplaced, shall have the right to seek redress with the National Employment Council.

*Gratuities*

25. (1) An employee who has completed three or more years of continuous service shall, on termination of employment, irrespective of the circumstance of such termination, be paid gratuity of not less than the amount derived by multiplying the number of completed years of continuous service by appropriate percentage, of his or her monthly wage on termination as set in the Schedule below:

(i)	3 years	15%
(ii)	4 years	16%
(iii)	5 years	17%
(iv)	6 years	18%
(v)	7 years	19%
(vi)	8 years	20%
(vii)	9 years	21%
(viii)	10 years	22%
(ix)	11 years	23%
(x)	12 years	24%
(xi)	13 years	25%
(xii)	14 years	26%
(xiii)	15 years	27%
(xiv)	16 years	28%
(xv)	17 years	29%
(xvi)	18 years	30%
(xvii)	19 years	31%
(xviii)	20 years	32%
(xix)	21 years	33%
(xx)	22 years	34%
(xxi)	23 years	35%
(xxii)	24 years	36%
(xxiii)	25 years and above	37%

(2) Payment of gratuity will not be compulsory to an employer who provide pension unless if the gratuity is more than the pension payment then the employer shall be required to pay the difference. National Social Security Schemes (NSSA) remain statutory.

(3) Upon death of the employee during employment service, gratuity shall be payable at once to the deceased employee's estate together with other terminal benefits.

*Public Holidays*

26. All days declared in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*] as amended by Act 6 of 1980 as public holidays shall be industrial holidays:

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

*Safety, health and wellness*

27. (1) The appropriate provisions of the National Social Security Authority (Accident Prevention and Workers Compensation) Notice, 1990, published in Statutory Instrument 68 of 1990, shall apply to all employers and employees in medical institutions.

(2) An employer shall provide employees adequate and appropriate protective clothing for the type of work done as may be prescribed.

(3) Where the employer requires employees to wear uniforms to promote his corporate image he or she shall provide such uniform free of charge.

*Review*

28. (1) Review of this agreement may be done whenever necessary.

(2) However, any variation of any clause contained in this CBA shall be reviewed at the discretion of Council upon receipt of a written request from an applicant and Council's decision is final.

*Declaration*

29. The trade union and the employers' organisation having arrived at the agreement set forth herein, the undersigned hereby declare that the foregoing is the agreement arrived at, and affix their signatures hereto.

Thus done and signed at Harare this 28th day of December, 2018.