

Collective Bargaining Agreement: Medical and Allied Industry

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

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, (hereinafter referred to as the employers or the employers' organization), of the one part, and the Medical Professional and Allied Workers' Union of Zimbabwe and Medical and Allied Trades Workers Union of Zimbabwe (hereinafter referred to as the employees or the trade unions), of the other part, being parties to the National Employment Council for the Medical and Allied Industry, to provide for the repeal of Statutory Instrument 93 of 2019.

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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. 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. This agreement shall apply to all Employers in the Private Medical and Allied Sectors whose operations are covered by the scope noted in Clause 2.1 and all employees in the Private Medical and Allied Sectors whose occupations are in non-managerial category.

No employer or employee may waive any provision of this agreement without approval of the Council. Where a provision of this agreement is inconsistent with the Labour Act the latter shall prevail.

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.

2.1. Thence 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;

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- (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
 - (xxiii) Audiology

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

“accounts and admin 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;

“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;

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- “assistant loss control officer” means an employee who provides comprehensive security and loss control services to medical institutions by safeguarding institution 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;
- “billing officer or 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 or 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 or 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 or 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.
- “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;

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- “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;
- “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 or 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;
- “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 sterilise 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

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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.

“maintenance officer or supervisor” means an employee who provides maintenance services to institutional assets.

“hospital or 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 or 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;
- “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 or 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 or 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;

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- “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 doctor’s 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 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 or Charge Sister or 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 institution’s standard operating procedures;
- “store hand or 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;

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- “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. Every employer shall be mandated to permit any of its employee requested by either the Trade union or employers' association part to the NEC to attend its official activities including meetings or seminars.

Administration of agreement

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.

Exemptions

6. The council may, in its sole discretion and upon such terms and conditions as it may determine grant exemptions, in writing, from any of the provisions this agreement other than council dues to any employer and employee upon application by any affected party in the industry. Such exemptions shall have a defined period of operation and may be cancelled by the council at its discretion owing to abuse thereof or for any other reason warranting such cancellation.

Registration and Council dues

7. (1) Every employer in the industry covered by this agreement shall, not later than a month after commencing business, notify the Secretary General of the Council his full name or trading name, postal and physical addresses and a summary of the business of the undertaking. Such information must be provided on a prescribed registration form to be obtained from the NEC offices or NEC digital platforms.

(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.

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(3) The employee shall contribute a monthly subscription of 2% of his/her monthly wage or salary, and the employer shall contribute a monthly subscription of 3% of his total non-managerial basic monthly wage bill pro-rated in the same currency in which salaries were paid:

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 or bank accounts not later than the 15th day of the month following that, to which the subscriptions relate, failing which the same shall attract a penalty fee of not less than 5% of the total amount due.

Trade Union and Employers Association subscriptions

8. (1) Every employer shall, upon receipt of written and signed stop order forms from a registered trade union or employers association, deduct from the concerned 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 or employers' association.

(2) It shall be an offence in terms of this agreement to unreasonably withhold dues owing to either trade union or employers association party to the NEC.

Retrenchment

9. Retrenchment Regulations provided for by the Act 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 unless exempted accordingly.

(2) An employee who at the date of commencement of this agreement and any other amendments to be agreed and effected is in receipt of a higher wage or more favourable 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 be prejudiced by any reduction in his or her wage or benefits.

(3) Depending on the circumstances 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 three months and above during that year.

(4) A productivity bonus or an incentive 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 for, an employer shall pay a daily transport allowance of not less than hundred percent (100%) of the actual transport fares required by an employee to and from work in any given route within town/city where the business is located.

(6) The grading and wages schedule shall be as per Annexures 1 to 3.

Hours of work

11. (1) The ordinary hours of work shall not exceed 45 hours per week. These weekly hours will add to 195 hours per month.

(2) Break intervals of not more than an hour will be allowed for lunch to employees on a day shift which break must be taken at a time or times fixed by the employer. Whereas employees on night shift shall be allowed a paid break of not less than thirty minutes per shift.

(3) An employer shall provide for a paid tea break of not less than fifteen minutes during day shift—

- (a) where an employee is required to work beyond his normal shift, he shall be entitled to a paid rest period of not less than fifteen minutes immediately after completion of normal shift hours and before commencement of added hours.

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- (b) breast-feeding mothers shall not engage in shift work before 8 am and beyond 6 p.m.

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 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. An employer may request an employee to work overtime, and shall whenever possible, give twenty-four-hour notice to such employee of such request. An employee shall not refuse to work overtime without a reasonable excuse.

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 shall be paid not less than twice his current remuneration for that day, whether or not that day is

one on which he would otherwise have been required to work.

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 consents.

- (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.

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;

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- (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 contract, including —

- (a) his grade; and his 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 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/her period of engagement with a particular exceeds a total of six weeks in any four consecutive months.

(6) No fixed term contract shall be in excess of 12 months;

(7) Where an employee works for an aggregate in excess of 30 months in any 36 months, he shall be deemed to be on a contract without limit of time effective the first day in excess of 30 months.

(8) Employees employed on 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.

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

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Outside work or locum

17. An employee employed on hourly basis other than casual employees who would have served for more than 180 hours in a month shall be deemed to be on a fixed term contract subject to section 16(4) of this Agreement.

Subsistence, accommodation and travel allowance

18. An employee who is required to work away from his/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 expenses.

Leave

19. All leave provisions in the Labour Act [*Chapter 28:01*] and its amendments shall apply to this Section.

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.

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

(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 or 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 or costs accruing to the employee.

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Job evaluation

24. (1) 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 or 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 monthly wage on termination as set in the schedule in Annexure 4.

(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%

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(xvi)	18 years	30%
(xvii)	19 years	31%
(xviii)	20 years	32%
(xix)	21 years	33%
(xx)	22years	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. NSSA National Social Security Schemes remain statutory.

(3) Upon death of the employee during employment service, gratuity shall be payable at once to the deceased employee's recognised surviving relative or dependents such as spouse and children.

Public holidays

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

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

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 and its further Amendments in Statutory Instrument 109 of 2020, 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.

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

Review

28. (1) This agreement shall be subject to review from time to time aligning it with the law and or adapting to changing realities in the industry.

(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 Unions 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 22nd day of July, 2024.

L. GAGA,
for and on behalf of: the employers' Association.

M. SAMBO,
for and on behalf of: the Trade Union.

D. CHITEDEGA,
for and on behalf of: the Trade Union.

B. CHABUKA,
General Secretary.

DR. B. RIGAVA,
NEC Chairman.

 Job Grading and Wages Schedules (*Section 10*)

Annexures 1, 2 and 3 are subject to review owing to collective bargaining between concerned parties. Annexures afore-mentioned were recorded as at 1st June, 2023.

ANNEXURE 1

Group 1: Hospitals, Medical Aid Societies or Health Funders, Pharmaceutical Wholesalers, Distributors and Manufacturers and Laboratories

	Job Title	Grade	Minimum Monthly Salary
1.	General Hand	A1	\$291,58
2.	Grounds man	A1	\$291,58
3.	Caretaker	A2	\$311,99
4.	Diet Aide	A2	\$311,99
5.	Gardener	A2	\$311,99
6.	Porter	A2	\$311,99
7.	Server Assistant	A2	\$311,99
8.	Tea Server	A2	\$311,99
9.	Waiter	A2	\$311,99
10.	Messenger	A2	\$311,99
11.	Aircraft Caretaker	A3	\$333,83
12.	Store hand-Assembler	A3	\$333,83
13.	Junior Handyman	A3	\$333,83
14.	Nurse Aide	A3	\$333,83
15.	Dental Assistant	A3	\$333,83
16.	Dental Chair side Assistant	A3	\$333,83
17.	Dispensary Assistant	A3	\$333,83
18.	Optometry Dispensing Assistant	A3	\$333,83
19.	Laboratory Cleaner	A3	\$333,83
20.	Linen Controller	A3	\$333,83
21.	Optical Dispensing Assistant	A3	\$333,83

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	Job Title	Grade	Minimum Monthly Salary
22.	Optical Workshop Assistant	A3	\$333,83
23.	Over-the-Counter Assistant Or Till Operator	A3	\$333,83
24.	Assistant Services Supervisor	B1	\$357,20
25.	Tailor or Seamstress	B1	\$357,20
26.	Darkroom Technician	B1	\$357,20
27.	Dispenser and Frame Stylist	B1	\$357,20
28.	Driver	B1	\$357,20
29.	Front Office Dispatch Clerk	B1	\$357,20
30.	Host	B1	\$357,20
31.	Junior Packer	B1	\$357,20
32.	Maintenance Clerk	B1	\$357,20
33.	Security Guard	B1	\$357,20
34.	Senior Diet Aide	B1	\$357,20
35.	Senior Handyman	B1	\$357,20
36.	Stores Assistant or Store hand	B1	\$357,20
37.	Workshop Clerk	B1	\$357,20
38.	Admissions Clerk	B2	\$382,20
39.	Cashier	B2	\$382,20
40.	Claims Clerk	B2	\$382,20
41.	Commissionaire	B2	\$382,20
42.	Driver or Messenger	B2	\$382,20
43.	Medical Typist	B2	\$382,20
44.	Receiving Clerk	B2	\$382,20
45.	Dispatch Clerk	B2	\$382,20
46.	Stores Clerk	B2	\$382,20
47.	Senior Packer	B2	\$382,20
48.	Switchboard Operator	B2	\$382,20
49.	Ward Clerk	B2	\$382,20
50.	Accounts Clerk Billing	B3	\$408,95

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	Job Title	Grade	Minimum Monthly Salary
51.	Accounts Clerk	B3	\$408,95
52.	Emergency Medical Dispatcher	B3	\$408,95
53.	Carpenter or Joiner	B3	\$408,95
54.	Painter	B3	\$408,95
55.	Plumber	B3	\$408,95
56.	Printing Machinery Operator or Printer	B3	\$408,95
57.	Electrician	B3	\$408,95
58.	Facilities Handyman	B3	\$408,95
59.	Creditors Clerk	B3	\$408,95
60.	Debt Collector	B3	\$408,95
61.	Debtors Clerk	B3	\$408,95
62.	Dispatcher	B3	\$408,95
63.	Information Systems Clerk	B3	\$408,95
64.	Procurement Clerk	B3	\$408,95
65.	Projects and Properties Clerk	B3	\$408,95
66.	Salaries Clerk	B3	\$408,95
67.	Ward Credit Controller	B3	\$408,95
68.	Welder	B3	\$408,95
69.	Accounts and Administration Clerk	B4	\$437,58
70.	Claims Supervisor	B4	\$437,58
71.	Cook	B4	\$437,58
72.	Debtors Officer	B4	\$437,58
73.	Loss Control Supervisor	B4	\$437,58
74.	Quality Assurance Officer	B4	\$437,58
75.	Accounts and Administration Supervisor	B5	\$468,21
76.	Audit Clerk	B5	\$468,21
77.	Secretary	B5	\$468,21
78.	Human Resources Clerk	B5	\$468,21
79.	Legal Clerk	B5	\$468,21

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	Job Title	Grade	Minimum Monthly Salary
80.	Ambulance Technician	C1	\$500,98
81.	Billing Officer	C1	\$500,98
82.	Bookkeeper	C1	\$500,98
83.	Phlebotomy Nurse	C1	\$500,98
84.	RGN Stock Sister	C1	\$500,98
85.	RGN	C1	\$500,98
86.	Ward Sister	C1	\$500,98
87.	Fleet Administrator	C1	\$500,98
88.	HR Administration Assistant	C1	\$500,98
89.	Optical Workshop Technician	C1	\$500,98
90.	Salaries Officer	C1	\$500,98
91.	Ambulance Crew Leader	C2	\$536,05
92.	Emergency Medical Technician	C2	\$536,05
93.	Canteen Supervisor	C2	\$536,05
94.	Flight Nurse	C2	\$536,05
95.	RGN (Intensive Care Nurse)	C2	\$536,05
96.	RGN (Midwifery)	C2	\$536,05
97.	RGN (Theatre Nurse)	C2	\$536,05
98.	RGN (Renal Nurse)	C2	\$536,05
99.	Dispatch Supervisor	C2	\$536,05
100.	Laboratory Technician	C2	\$536,05
101.	Pharmacy Technician	C2	\$536,05
102.	Maintenance Officer	C2	\$536,05
103.	Receiving Supervisor	C2	\$536,05
104.	Refrigeration and Air-conditioning Technician	C2	\$536,05
105.	Stock Controller	C2	\$536,05
106.	Training Coordinator	C2	\$536,05
107.	Hardware Support Administrator	C2	\$536,05
108.	Dental Lab Technician	C2	\$536,05

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	Job Title	Grade	Minimum Monthly Salary
109.	Transport and Security Officer	C3	\$573,57
110.	Ambulance Shift Leader	C3	\$573,57
111.	Assistant HR Officer	C3	\$573,57
112.	Charge Nurse or Sister In Charge	C3	\$573,57
113.	Hospital Equipment Technician	C3	\$573,57
114.	Instrument Technician	C3	\$573,57
115.	Vehicle Maintenance Officer	C3	\$573,57
116.	Strategic Business Unit Sales Rep	C3	\$573,57

ANNEXURE 2

Group 2: Imaging, Retail Pharmacies, Specialists, Ambulances and Optometry

	Job Title	Grade	Minimum Monthly Salary
1.	General Hand	A1	\$300,00
2.	Grounds man	A1	\$300,00
3.	Caretaker	A2	\$321,00
4.	Diet Aide	A2	\$321,00
5.	Gardener	A2	\$321,00
6.	Porter	A2	\$321,00
7.	Server Assistant	A2	\$321,00
8.	Tea Server	A2	\$321,00
9.	Waiter	A2	\$321,00
10.	Messenger	A2	\$321,00
11.	Aircraft Caretaker	A3	\$343,47
12.	Store hand-Assembler	A3	\$343,47
13.	Junior Handyman	A3	\$343,47
14.	Nurse Aide	A3	\$343,47
15.	Dental Assistant	A3	\$343,47
16.	Dental Chair side Assistant	A3	\$343,47
17.	Dispensary Assistant	A3	\$343,47

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	Job Title	Grade	Minimum Monthly Salary
18.	Optometry Dispensing Assistant	A3	\$343,47
19.	Laboratory Cleaner	A3	\$343,47
20.	Linen Controller	A3	\$343,47
21.	Optical Dispensing Assistant	A3	\$343,47
22.	Optical Workshop Assistant	A3	\$343,47
23.	Over-the-Counter Assistant Or Till Operator	A3	\$343,47
24.	Assistant Services Supervisor	B1	367,51
25.	Tailor or Seamstress	B1	\$367,51
26.	Darkroom Technician	B1	\$367,51
27.	Dispenser and Frame Stylist	B1	\$367,51
28.	Driver	B1	\$367,51
29.	Front Office Dispatch Clerk	B1	\$367,51
30.	Host	B1	\$367,51
31.	Junior Packer	B1	\$367,51
32.	Maintenance Clerk	B1	\$367,51
33.	Security Guard	B1	\$367,51
34.	Senior Diet Aide	B1	\$367,51
35.	Senior Handyman	B1	\$367,51
36.	Stores Assistant/Store hand	B1	\$367,51
37.	Workshop Clerk	B1	\$367,51
38.	Admissions Clerk	B2	\$393,24
39.	Cashier	B2	\$393,24
40.	Claims Clerk	B2	\$393,24
41.	Commissionaire	B2	\$393,24
42.	Driver or Messenger	B2	\$393,24
43.	Medical Typist	B2	\$393,24
44.	Receiving Clerk	B2	\$393,24
45.	Dispatch Clerk	B2	\$393,24
46.	Stores Clerk	B2	\$393,24
47.	Senior Packer	B2	\$393,24

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	Job Title	Grade	Minimum Monthly Salary
48.	Switchboard Operator	B2	\$393,24
49.	Ward Clerk	B2	\$393,24
50.	Accounts Clerk Billing	B3	\$420,77
51.	Accounts Clerk	B3	\$420,77
52.	Emergency Medical Dispatcher	B3	\$420,77
53.	Carpenter or Joiner	B3	\$420,77
54.	Painter	B3	\$420,77
55.	Plumber	B3	\$420,77
56.	Printing Machinery Operator or Printer	B3	\$420,77
57.	Electrician	B3	\$420,77
58.	Facilities Handyman	B3	\$420,77
59.	Creditors Clerk	B3	\$420,77
60.	Debt Collector	B3	\$420,77
61.	Debtors Clerk	B3	\$420,77
62.	Dispatcher	B3	\$420,77
63.	Information Systems Clerk	B3	\$420,77
64.	Procurement Clerk	B3	\$420,77
65.	Projects and Properties Clerk	B3	\$420,77
66.	Salaries Clerk	B3	\$420,77
67.	Ward Credit Controller	B3	\$420,77
68.	Welder	B3	\$420,77
69.	Accounts and Administration Clerk	B4	\$450,22
70.	Claims Supervisor	B4	\$450,22
71.	Cook	B4	\$450,22
72.	Debtors Officer	B4	\$450,22
73.	Loss Control Supervisor	B4	\$450,22
74.	Quality Assurance Officer	B4	\$450,22
75.	Accounts and Administration Supervisor	B5	\$481,73
76.	Audit Clerk	B5	\$481,73

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	Job Title	Grade	Minimum Monthly Salary
77.	Secretary	B5	\$481,73
78.	Human Resources Clerk	B5	\$481,73
79.	Legal Clerk	B5	\$481,73
80.	Ambulance Technician	C1	\$515,45
81.	Billing Officer	C1	\$515,45
82.	Bookkeeper	C1	\$515,45
83.	Phlebotomy Nurse	C1	\$515,45
84.	RGN Stock Sister	C1	\$515,45
85.	RGN	C1	\$515,45
86.	Ward Sister	C1	\$515,45
87.	Fleet Administrator	C1	\$515,45
88.	HR Administration Assistant	C1	\$515,45
89.	Optical Workshop Technician	C1	\$515,45
90.	Salaries Officer	C1	\$515,45
91.	Ambulance Crew Leader	C2	\$551,53
92.	Emergency Medical Technician	C2	\$551,53
93.	Canteen Supervisor	C2	\$551,53
94.	Flight Nurse	C2	\$551,53
95.	RGN (Intensive Care Nurse)	C2	\$551,53
96.	RGN (Midwifery)	C2	\$551,53
97.	RGN (Theatre Nurse)	C2	\$551,53
98.	RGN (Renal Nurse)	C2	\$551,53
99.	Dispatch Supervisor	C2	\$536,05
100.	Laboratory Technician	C2	\$551,53
101.	Pharmacy Technician	C2	\$551,53
102.	Maintenance Officer	C2	\$551,53
103.	Receiving Supervisor	C2	\$551,53
104.	Refrigeration and Air-conditioning Technician	C2	\$551,53
105.	Stock Controller	C2	\$551,53

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	Job Title	Grade	Minimum Monthly Salary
106.	Training Coordinator	C2	\$551,53
107.	Hardware Support Administrator	C2	\$551,53
108.	Dental Lab Technician	C2	\$551,53
109.	Transport and Security Officer	C3	\$590,14
110.	Ambulance Shift Leader	C3	\$590,14
111.	Assistant HR Officer	C3	\$590,14
112.	Charge Nurse or Sister In Charge	C3	\$590,14
113.	Hospital Equipment Technician	C3	\$590,14
114.	Instrument Technician	C3	\$590,14
115.	Vehicle Maintenance Officer	C3	\$590,14
116.	Strategic Business Unit Sales Rep	C3	\$590,14

ANNEXURE 3

Group 3: Primary Care Physicians, Rehabilitation, Clinics, Counsellors, Psychologists and Dentists

	Job Title	Grade	Minimum Monthly Salary
1.	General Hand	A1	\$287,50
2.	Grounds man	A1	\$287,50
3.	Caretaker	A2	\$307,63
4.	Diet Aide	A2	\$307,63
5.	Gardener	A2	\$307,63
6.	Porter	A2	\$307,63
7.	Server Assistant	A2	\$307,63
8.	Tea Server	A2	\$307,63
9.	Waiter	A2	\$307,63
10.	Messenger	A2	\$307,63
11.	Aircraft Caretaker	A3	\$329,16
12.	Store hand-Assembler	A3	\$329,16
13.	Junior Handyman	A3	\$329,16
14.	Nurse Aide	A3	\$329,16

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	Job Title	Grade	Minimum Monthly Salary
15.	Dental Assistant	A3	\$329,16
16.	Dental Chair side Assistant	A3	\$329,16
17.	Dispensary Assistant	A3	\$329,16
18.	Optometry Dispensing Assistant	A3	\$329,16
19.	Laboratory Cleaner	A3	\$329,16
20.	Linen Controller	A3	\$329,16
21.	Optical Dispensing Assistant	A3	\$329,16
22.	Optical Workshop Assistant	A3	\$329,16
23.	Over-the-Counter Assistant Or Till Operator	A3	\$329,16
24.	Assistant Services Supervisor	B1	\$352,20
25.	Tailor or Seamstress	B1	\$352,20
26.	Darkroom Technician	B1	\$352,20
27.	Dispenser and Frame Stylist	B1	\$352,20
28.	Driver	B1	\$352,20
29.	Front Office Dispatch Clerk	B1	\$352,20
30.	Host	B1	\$352,20
31.	Junior Packer	B1	\$352,20
32.	Maintenance Clerk	B1	\$352,20
33.	Security Guard	B1	\$352,20
34.	Senior Diet Aide	B1	\$352,20
35.	Senior Handyman	B1	\$352,20
36.	Stores Assistant or Store hand	B1	\$352,20
37.	Workshop Clerk	B1	\$352,20
38.	Admissions Clerk	B2	\$376,85
39.	Cashier	B2	\$376,85
40.	Claims Clerk	B2	\$376,85
41.	Commissionaire	B2	\$376,85
42.	Driver or Messenger	B2	\$376,85
43.	Medical Typist	B2	\$376,85
44.	Receiving Clerk	B2	\$376,85
45.	Dispatch Clerk	B2	\$376,85

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	Job Title	Grade	Minimum Monthly Salary
46.	Stores Clerk	B2	\$376,85
47.	Senior Packer	B2	\$376,85
48.	Switchboard Operator	B2	\$376,85
49.	Ward Clerk	B2	\$376,85
50.	Accounts Clerk Billing	B3	\$403,23
51.	Accounts Clerk	B3	\$403,23
52.	Emergency Medical Dispatcher	B3	\$403,23
53.	Carpenter/Joiner	B3	\$403,23
54.	Painter	B3	\$403,23
55.	Plumber	B3	\$403,23
56.	Printing Machinery Operator or Printer	B3	\$403,23
57.	Electrician	B3	\$403,23
58.	Facilities Handyman	B3	\$403,23
59.	Creditors Clerk	B3	\$403,23
60.	Debt Collector	B3	\$403,23
61.	Debtors Clerk	B3	\$403,23
62.	Dispatcher	B3	\$403,23
63.	Information Systems Clerk	B3	\$403,23
64.	Procurement Clerk	B3	\$403,23
65.	Projects and Properties Clerk	B3	\$403,23
66.	Salaries Clerk	B3	\$403,23
67.	Ward Credit Controller	B3	\$403,23
68.	Welder	B3	\$403,23
69.	Accounts and Administration Clerk	B4	\$431,46
70.	Claims Supervisor	B4	\$431,46
71.	Cook	B4	\$431,46
72.	Debtors Officer	B4	\$431,46
73.	Loss Control Supervisor	B4	\$431,46
74.	Quality Assurance Officer	B4	\$431,46
75.	Accounts and Administration Supervisor	B5	\$461,66
76.	Audit Clerk	B5	\$461,66
77.	Secretary	B5	\$461,66

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	Job Title	Grade	Minimum Monthly Salary
78.	Human Resources Clerk	B5	\$461,66
79.	Legal Clerk	B5	\$461,66
80.	Ambulance Technician	C1	\$493,98
81.	Billing Officer	C1	\$493,98
82.	Bookkeeper	C1	\$493,98
83.	Phlebotomy Nurse	C1	\$493,98
84.	RGN Stock Sister	C1	\$493,98
85.	RGN	C1	\$493,98
86.	Ward Sister	C1	\$493,98
87.	Fleet Administrator	C1	\$493,98
88.	HR Administration Assistant	C1	\$493,98
89.	Optical Workshop Technician	C1	\$493,98
90.	Salaries Officer	C1	\$493,98
91.	Ambulance Crew Leader	C2	\$528,56
92.	Emergency Medical Technician	C2	\$528,56
93.	Canteen Supervisor	C2	\$528,56
94.	Flight Nurse	C2	\$528,56
95.	RGN (Intensive Care Nurse)	C2	\$528,56
96.	RGN (Midwifery)	C2	\$528,56
97.	RGN (Theatre Nurse)	C2	\$528,56
98.	RGN (Renal Nurse)	C2	\$528,56
99.	Dispatch Supervisor	C2	\$528,56
100.	Laboratory Technician	C2	\$528,56
101.	Pharmacy Technician	C2	\$528,56
102.	Maintenance Officer	C2	\$528,56
103.	Receiving Supervisor	C2	\$528,56
104.	Refrigeration & Air-conditioning Technician	C2	\$528,56
105.	Stock Controller	C2	\$528,56
106.	Training Coordinator	C2	\$528,56
107.	Hardware Support Administrator	C2	\$528,56

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	Job Title	Grade	Minimum Monthly Salary
108.	Dental Lab Technician	C2	\$528,56
109.	Transport and Security Officer	C3	\$528,56
110.	Ambulance Shift Leader	C3	\$528,56
111.	Assistant HR Officer	C3	\$528,56
112.	Charge Nurse/Sister In Charge	C3	\$528,56
113.	Hospital Equipment Technician	C3	\$528,56
114.	Instrument Technician	C3	\$528,56
115.	Vehicle Maintenance Officer	C3	\$528,56
116.	Strategic Business Unit Sales Rep	C3	\$528,56

ANNEXURE 4

GRATUITY SCHEDULE

(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%

Collective Bargaining Agreement: Medical and Allied Industry

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 shall remain in force for five years from the date it is agreed upon. However, parties may by mutual consent vary, revise, modify or amend where necessary in between. 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 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;
 - 1.4.2 resultant penalty should be appropriate to the gravity of the offence that has been committed;
 - 1.4.3 be demonstrably fair, firm and as consistent as possible with previous action taken in similar circumstances;

2. Definition of Terms

In this Industry Code:

“Act” means the Labour Act [*Chapter 28:01*] and its applicable subsidiary statutory instruments;

“calendar working day/business day” any day other than a Saturday, Sunday or public holiday;

“Industry Code” means NEC Medical and Allied Industry Code of Conduct and Grievance handling procedure;

“employee” shall mean employees in grades provided in the grading 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 or any other registered Employers Association part to the NEC;

“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 and Medical and Allied Trades Workers Union of Zimbabwe or any other trade union duly registered to represent the interests of employees in the industry and part to the NEC;

“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;

“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

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

- (a) permanent employees;
- (b) employees on Probation;
- (c) casual employees;

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- (d) Fixed term contract employees;
- (e) Employees on Secondment;
- (f) Employees on attachment; and
- (g) Employees on training.

4. Duties of Employer

- 4.1. As regards the objectives of this Industry Code, EMPLOYER shall have the following duties *inter alia*:
- (i) ensuring that the institution complies with the laws of Zimbabwe as applicable;
 - (ii) ensuring that all grievances and disputes are resolved timeously 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

As regards the objectives 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 agreement, conditions of service and employment contract.
- 5.3. To be loyal, honest and obedience to all lawful instructions of Employer.
- 5.4. Display acceptable behaviour and respect the authority of Employer.

6. Rights of employer

Subject to the provisions of legislation in addition to other rights as may be contained in some other parts of the industry agreement, the employer shall have the following:

- 6.1. right to determine goals and objectives of the institution.
- 6.2. right to maintain discipline and order within the institution.
- 6.3. right to establish and determine performance standards in the workplace.
- 6.4. right to manage change at a workplace.

6.5. right to plan and organise human, material and financial resources.

6.6. Right to associate or belong to a registered Employers Association.

7. Rights of employees

Subject to the provisions of legislation in addition to other rights as may be contained in some other parts of the industry agreement, the EMPLOYER shall have the following 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.

7.6. Right to a living wage.

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 institutional goals.

9. Disciplinary procedure

Where the employer has reasonable cause to believe that an employee has committed a misconduct in terms of this Industry Code, the immediate superior shall cause investigation immediately after realizing the suspected infraction.

10. Investigation of the offence(s)

10.1. Unless an employee has been suspended, initial investigation in terms of this clause shall not amount to a commencement of proceedings which shall be deemed to start upon the decision or direction of the immediate Supervisor/superior who decides to formally initiate the disciplinary process in terms of this code.

10.2. The initial investigation may include:

10.2.1. Gathering and recording all evidence of the alleged offence.

10.2.2. Obtaining written statements from the complainant.

10.2.3. Obtaining written statements from any witnesses to the commission of the Offence in any language that the witness is comfortable with provided there shall be a translated version of the same in English.

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- 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 give a direction for a formal hearing and 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.
 - 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 shall be fourteen working days, however if investigations are not complete within the said period, the employer shall either:
 - (a) Reinstatement the employee without loss of salary and benefits and consider the matter closed or
 - (b) Reinstatement the concerned employee on payroll if he was on suspension without pay but remains suspended until conclusion of the investigations or
 - (c) Reinstatement the employee without loss of salary and benefits and proceed with investigation.
12. Setting up of a disciplinary committee
 - 12.1. The Employer shall constitute a Disciplinary Committee composed of equal numbers of employee seconded representatives and employer

seconded representatives and a Chairman or in the alternative appoint a Hearing Officer to conduct a disciplinary hearing.

12.2. Once the investigations have been completed, the immediate superior shall subsequently formally charge the employee by filling the charge sheet.

12.3. The Employer shall inform the employee facing allegations and his immediate supervisor/superior of the composition and names of the disciplinary committee.

13. Response to charges

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

14. Non—attendance to disciplinary hearing and walk out

14.1 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.

14.2 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.

15. The disciplinary hearing

15.1. The Disciplinary Committee or Hearing Officer shall:—

15.1.1 Ensure they have available information relating to the offence.

15.1.2 Shall cause the complainant and defendant to bring their witnesses, if any.

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

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

15.1.5 Gather evidence through inspections where necessary.

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

15.1.7 Make a determination.

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

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

15.1.10 The Hearing Committee shall upon the completion of the proceedings come up and present to the employer or his/her nominee its findings, determination and proposed penalty within (3) three days of completion of the hearing.

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

Whereas the Disciplinary Committee or Hearing Officer whatever the case maybe shall not be bound by strict rules of evidence, a hearing must be conducted in compliance with basic principles of natural justice.

16. Record keeping of disciplinary hearings proceedings—to place the clause at the end.

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

17. Determinations.

17.1 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.

17.2 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.

17.3 The determination shall have the following headings:

17.3.1 Introduction.

17.3.2 Summary of charges and allegations.

17.3.3. Summary of employer's evidence.

17.3.4. Summary of employee's evidence.

17.3.5. Analysis and findings.

17.3.6. Verdict.

17.3.7. Factors in Mitigation and Aggravation.

17.3.8. Recommend penalty and reasons thereof. (Final penalty shall be a preserve of the employer).

17.3.9. Right to appeal and designate Appeals Officer or Committee.

18. Penalties

18.1 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 proved ineffective.

18.2 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.

18.3 The dismissal penalty to be imposed for an offence is not obligatory but is meant as a guide to employers and an employer may, at his or her discretion apply a lesser penalty for example, a written warning.

18.4 For offences which do not warrant dismissal an employer may issue a verbal or written warning as the case may be.

19. Appeals procedure

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 dismiss 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, set aside 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.

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 has been 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.

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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:

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

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

22. 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 Offenses:

Category A

(a) **Harassing and or rudeness 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.

(b) **Harassing and or rudeness 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.

(c) **Horse play or unruly behaviour:** Inappropriate/unprofessional/disruptive behaviour which is not habitual.

- (d) **Negligence**
 - (i) **Negligent loss:** Any act where an employee, through carelessness or without due care, causes loss or potential loss of property on the employee in charge.
 - (ii) **Negligent damage:** Any act whereby an employee through carelessness or lack of due care causes damage or allows employer property in the employee in charge to be damaged.
- (e) **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.
- (f) **Unauthorised absence from work:** it means the absence from work without leave or reasonable cause.
- (g) **Unauthorised reading of magazines or novels:** during working hours without the consent of the immediate superior.
- (h) **Using abusive language or gesture:** An employee uses abusive language if he/she openly uses language or gesture that shows hatred, ridicule or shows contempt of another or other people, races, ethnicity, gender, or other groups that is likely to provoke retaliation or violence.

Category B

- (i) **Carrying of unauthorised passengers:** it is a misconduct to carry onboard without prior authorization unauthorized passengers either for gain or not.
- (j) **Concealing one's defect work:** An employee is guilty of this offence if they cover up or keep away from the supervisor their work that is poorly done and not up to standard.
- (k) **Carelessness or negligence or inefficiency in one's work:** This means failure to take due care and regard in discharging one's duty to the extent that tasks have to be repeated or equipment or persons at risk of being damaged or injured.
- (l) **Disregarding of Institution Safety and Security regulations:** It is an offence to disregard laid down safety and security regulations and procedures whether in writing or given verbally.
- (m) **Disregarding communication channels:** it means non-compliance with the chain of authority of the organisation without a valid reason.

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- (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) **Eating at undesignated working areas:** Eating in the undesignated area of the Hospital/Surgery/Clinics or Administration.
- (p) **Gambling on Institution 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.
- (q) **Driving Institution vehicles without authority:** It is an offence for an employee to drive an institution vehicle without permission from the relevant authority.
- (r) **Unsatisfactory work performance:**
 - (i) **Carelessness:** Performance of job or duty without exercising due care and attention leading to substandard work which is minor.
 - (ii) **Time wasting:** Passing time idly or failing without reasonable cause to complete tasks, and such conduct is not habitual.
- (s) **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.
- (t) **Unreasonable deviation from normal route:** It is an offence for an employee to drive off scheduled routes without authority and reasonable excuse.
- (u) **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.
- (v) **Unauthorised absence:** from place of work for up to 3 days without justifiable excuse.

Category C

- (w) **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.
- (x) **Deliberately giving false evidence and or being dishonest:** Intentionally giving untrue or incorrect information whether orally or in writing.

- (y) **Failure to comply with standing instructions or follow established procedures:** (including procedures of this Industry Code) where the consequences are not considered very serious.
- (z) **Misuse and damage of institution property:** Using employer property for purposes other than for which it was intended in particular or minor issues that prejudice the Institution.
- (aa) Misuse of company property
- (bb) **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 institution potential revenue/clients.
- (cc) **Unauthorized absence from place of work for up to 4 days without justifiable excuse.**
- (dd) **Threatening violence or intimidation:** An employee threatens violence if, they intend to cause fear and alarm, by word or conduct, that leads another employee to anticipate harm or injury to any person or property whether immediately or in the future.

Category D

- (ee) **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.
- (ff) **Assault of clients, visitors, officials or Institution 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.
- (gg) **Being Convicted of a criminal offence where the punishment is imprisonment:** it is where by an employee is convicted of a certain criminal offense, the conviction may either be caused by action of the employee at work or outside work.
- (hh) **Conduct or behavior likely to bring the Institution's name into disrepute:** e.g. issuing of unauthorized press statements through other media or any other such conduct which has damaging effects to Institution image.
- (ii) **Conflict of interest and moonlighting:** A conflict of interest in the workplace occurs when an employee's personal interests

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affect their judgment or actions, leading to decisions that benefit them instead of the company. This includes family, financial, social, or romantic factors leading to unethical behavior, damaged reputations, and lost business. Moonlighting refers to the practice of working multiple jobs simultaneously, usually incorporating a second job outside of regular working hours without authority from management.

- (jj) **Conflict of interest with company business or policies:** it means an offence committed by an employee to transact or make arrangements that benefit them on a personal level at the company expense. The transaction should be related or in line with the company's business.
- (kk) **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 Institution premises which consumption has the effect of rendering the employee incapable of executing his normal duties during working hours, or being in possession of unauthorized alcohol or drugs in the Institution premises.
- (ll) **Corruption:** An employee is involved if he or she takes or gives bribes or abetting or aiding corruption in order to do someone a favor on a matter related to the employee's or other employee's duties.
- (mm) **Disclosing institution 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 Institution to unauthorized persons, which causes financial loss to both the institution, and humiliation to the patient.
- (nn) **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.
- (oo) **Drunkenness:** Being under the influence of alcohol or drugs during working hours.
- (pp) **Embezzlement:** it means theft of assets (money or property) by a person in a position of trust or responsibility over those assets.
- (qq) **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 Institution.

- (rr) **Falsification of documents (forgery):** It is an act of misconduct if an employee misrepresents any documents (including qualifications, experiences, references or certificates) presented to the employer with the intention of causing actual prejudice or which is potentially prejudicial to the employer.
- (ss) **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 Institution premises meant to disrupt the smooth running of activities of the Institution and to cause injury to property or humans.
- (tt) **Fraud:** It means to unlawfully make misrepresentation whether written or oral which may cause actual or potential prejudice to the employer or any person.
- (uu) **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 Institution (or potential thereof).
- (vv) **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.
- (ww) **Inciting another employee to disobey lawful orders or Institution procedures:** it is a very serious misconduct for an employee to incite another employee from disobeying a lawful order or Institution procedure.
- (xx) **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, verbal or by necessary, that he or she can possess.
- (yy) **Possession or dealing in illegal drugs whilst on duty or on Institution 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.
- (zz) **Sabotage:** Any act by an employee or employer to interfere with the normal operations of the Institution 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 Institution premises, whether or not damage is caused to the Institution's property.

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- (aaa) **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.
- (bbb) **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.
- (ccc) **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.
- (ddd) **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.
- (eee) **Unlawful possession of an offensive weapon on Institution premises:** it means an employee who possess weapons which include firearms, classified knives, knobkerries which are considered dangerous under the criminal law.
- (fff) **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.
- (ggg) **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.

- (hhh) **Wilful refusal to carry out lawful instructions/Insubordination:** An employee disobeys a lawful instruction if they show a clear intention by word or conduct that they will not carry out the instruction and do not, in fact carry it out.
- (iii) **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.
- (jjj) **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 A Offences	First	Second	Third	Fourth
Harassing and/or rudeness to clients or visitors	VW	WW	FWW	D
Harassing and/or rudeness to other employees	VW	WW	FWW	D
Horse play or unruly behaviour	VW	WW	FWW	D
Negligence	VW	WW	FWW	D
Poor timekeeping and related offences	VW	WW	FWW	D
Unauthorised absence from place of work for up to 2 days without justifiable excuse	VW	WW	FWW	D
Unauthorised reading of magazine or novels during working hours	VW	WW	FWW	D
Using abusive language or gesture	VW	WW	FWW	D
Category B Offences				
Carelessness or negligence or inefficiency in one's work	WW	FWW	D	
Carrying of unauthorised passengers	WW	FWW	D	
Concealing one's defect work	WW	FWW	D	
Deliberate refusal to work overtime/or to perform standby duties	WW	FWW	D	
Disregarding communication channels	WW	FWW	D	
Disregarding safety/security rules and regulations	WW	FWW	D	
Driving company vehicle without authority	WW	FWW	D	
Eating at undesignated working areas	WW	FWW	D	
Gambling on company premises or during working hours	WW	FWW	D	
Sleeping on duty	WW	FWW	D	

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Category A Offences	First	Second	Third	Fourth
Unauthorised absence from place of work for up to 3 days without justifiable excuse	WW	FWW	D	
Unreasonable deviation from normal route	WW	FWW	D	
Unsatisfactory work performance	WW	FWW	D	
Usury	WW	FWW	D	
Category C Offences				
Abuse of sick leave	FWW	D		
Deliberately giving false evidence and/or being dishonest	FWW	D		
Failure to comply with standing instructions or follow established procedures	FWW	D		
Misuse and damage of institution property	FWW	D		
Misuse of company property	FWW	D		
Misuse of telephones	FWW	D		
Threatening violence/or intimidation	FWW	D		
Unauthorised absence from place of work for up to 4 days without justifiable excuse.	FWW	D		
Category D Offences				
Any act, conduct or omission inconsistent with the fulfilment of express or implied conditions of one's contract	D			
Assault of clients, visitors or other employees	D			
Being convicted of a criminal offence where the penalty is imprisonment	D			
Collective job action in terms of the Labour Act	D			
Conduct or behaviour likely to bring company name into disrepute	D			
Conflict of interest and moonlighting	D			
Conflict of interest with company business or policy	D			
Consumption of alcohol or drunkenness or taking unprescribed drugs	D			
Corruption	D			
Disclosing company confidential information including business plans not limited to patient information	D			
Drinking alcohol and smoking within work premises	D			
Drunkenness	D			

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Category A Offences	First	Second	Third	Fourth
Embezzlement	D			
Extortion	D			
Fighting or riotous behaviour	D			
Forgery	D			
Fraud	D			
Gross incompetence or inefficiency in the performance of work	D			
Habitual and substantial neglect of duty	D			
Inciting others employee to disobey lawful orders or company procedures	D			
Lack of a skill which an employee held himself to possess	D			
Possession or dealing in illegal drugs whilst on duty or on company premises	D			
Sabotage	D			
Sexual harassment	D			
Theft	D			
Unauthorised absence from work for 5 or more days without reasonable cause	D			
Unlawful possession of an offensive weapon on company premises	D			
Wilful disobedience to a lawful order	D			
Wilful loss or damage of property	D			
Wilful refusal to carry out lawful instructions/ insubordination	D			
Withholding information	D			

23. 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.

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- (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 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 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.

1.5 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 employees, 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 after every five years.

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.

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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, institution 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)

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/Institution Representative

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APPENDIX 3

NEC MEDICAL AND ALLIED INDUSTRY DISPLINARY FORM

FIRST WRITTEN WARNING (FW)

Employee's name: Date:

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

Date/Time of Misconduct:

Details of Misconduct:
.....
.....
.....

Conduct in breach:
.....
.....

Penalty imposed and details:
.....
.....

Signed: Date:
(Disciplinary Committee Chairperson)

Signed: Date:
(Employee's Signature)

Witness: Date:

NEC MEDICAL AND ALLIED INDUSTRY DISPLINARY FORM
SECOND WRITTEN WARNING (SW)

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:

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APPENDIX 5

NEC MEDICAL AND ALLIED INDUSTRY DISCIPLINARY 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:

NEC MEDICAL AND ALLIED INDUSTRY DISPLINARY FORM
DISMISSAL FORM (D)

Employee's name:

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:

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APPENDIX 7

NEC MEDICAL AND ALLIED INDUSTRY DISPLINARY 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*)

NEC MEDICAL AND ALLIED INDUSTRY DISPLINARY 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 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:

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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:

Form L.R 2

Appendix 8.1

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 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:

Appendix 8.2

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:

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Form L.R 4

Appendix 8.3

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)