

Collective Bargaining Agreement: Brick Making and Clay
Products Manufacturing Industry

IT is hereby notified that the Collective Bargaining Agreement set out in the Schedule has been registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR THE
BRICKMAKING AND CLAY PRODUCTS INDUSTRY
COLLECTIVE BARGAINING AGREEMENT: BRICKMAKING
AND
CLAY PRODUCTS MANUFACTURING INDUSTRY

Made in terms of the Labour Act [*Chapter 28:01*] between the Brickmaking and Clay Products Employers' Association (the employers' organisation), of the one part, and the Brick and Clay Products Workers Union (the trade union), of the other part, being the parties to the Employment Council for the Brickmaking and Clay Products Industry. This agreement replaces the agreement dated 27th January, 2006, and published in Statutory Instrument 13 of 2006.

Application

1. This agreement shall apply to—
 - (a) all employers in the brickmaking, clay and tiles, refractories, earthenware, castables, crucibles, monolithics and cement bricks and other basic materials based bricks; and
 - (b) all employees in that industry engaged in any occupation listed in the First Schedule in the area of Zimbabwe.
2. In this agreement—

“brick-making, clay and tile products manufacturing industry” means, without any way limiting the ordinary meaning of the expression, the industry in which employers and employees are associated together in—

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- (a) manufacturing bricks, silica-sand bricks, tiles, roof tiles, slabs, hollow blocks, refractories, crucibles, castables, acid-proof or fire-proof earthenware, earthenware pipes, earthenware pipe fitting, ventilators, insulating products or any other article which in the process of being manufactured, is hardened by burning in a kiln or clay or of which clay or any material, or a combination of clay and any such mineral, ore or material forms the principal component or any two or more of the afore-said articles; or
- (b) extracting, mining, winning or preparing clay or heat-resisting mineral, ore or material used in the manufacture of any of the articles referred to in paragraph (a) is carried on by employers engaged in such manufactures; or
- (c) wholesale distribution by the manufacturer of the products referred to in paragraph (a), and includes all operations incidental to or consequently upon any of the afore-said activities; or
- (d) manufacturing of bricks for commercial purposes on a farm, cooperative or any informal group.

3. Any person proposing to become an employer in the Brickmaking and Clay Products industry shall, prior to commencing operations, render a declaration to the Council, containing the particulars set out in the form prescribed in the Third Schedule.

Period of operation

4. (1) This Collective Bargaining Agreement shall come into operation on the date of its registration in terms of section 80 of the Labour Act [*Chapter 28:01*] and shall remain in force until its amendment or repeal.

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

Definition of terms

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

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

“annual shut-down” means any period, not less than fifteen days, between 30th November and 1st March, during which any establishment may suspend operations for vacation leave in terms of section 27;

“casual worker” any employee who works for any period less than six weeks in any four consecutive months.

“continuous service” means subject to section 35, the total period of unbroken service of a permanent employee with an employer:

Provided that casual workers shall be deemed to have been on continuous service after working for any six weeks in any four consecutive months;

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

“day shift” means a shift which is not a night shift;

“discharge” termination of service through the disciplinary code of conduct or any relevant statutory instrument exacted by Government;

“employee” means any person employed in the industry for which wages are prescribed in this agreement and are categorised below—

(a) “casual employee” means an employee engaged to perform a fixed task or to work for any period that does not amount to six weeks in any four consecutive months;

(b) “contract employee” means an employee who is subject to a fixed term or fixed job contract of employment. At the close of the fixed term or

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the completion of the fixed job, the services of that employee may be terminated provided the minimum notice periods in the Labour Act have been adhered to in the notice of termination;

- (c) “part time employee” means an employee who is engaged by an employer to take daily work for a period not exceeding a total of five hours per day, or engaged on a weekly basis for not more than thirty hours;
- (d) “permanent employee” is an employee who has successfully completed his probation period and is subject to on-going employment in terms of an open ended letter of appointment;
- (e) “seasonal employee” means an employee whose duration of contract is set by the season. In the brick making and clay products industry the season shall be from 1st March ending 30th November each year;

“employer” means any person whatsoever who employs or provides work for any person in the industry and remunerates or expressly or tacitly undertakes to remunerate him including the manager, agent or representative of such first person referred to, who is in charge or control of the work upon which such second person referred to is employed and shall include a self-employed person or working employer;

“emergency work” means work that must be performed in order to prevent injury to employees and persons in or near the plant and damage to the plant or nearby properties or to prevent immediate loss of business;

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

“industry” means Brick-making and Clay Products Industry;

“industrial holiday” means any day prescribed as an industrial holiday in terms of section 18;

“medical practitioner” means any person who is legally permitted to practice as medical practitioner in Zimbabwe;

“night-shift” means a shift the majority of hours of which fall between 6 p.m. and 6 a.m.;

“overtime” means any time worked outside the ordinary daily hours required to be exhibited in terms of subsection (2) of section 25 or stated in an authority issued under subsection (1) of section 18;

“skilled worker” means a person who has been certified by the Registrar of Apprenticeship and skilled Manpower as a skilled worker Class I, II, III or IV in a designated or recognised trade in terms of the Manpower Planning and Development Act [*Chapter 20:02*], or the holder of a journeyman registration certificate issued by a national employment before 1st February, 1982, and recognised by the Registrar of Apprenticeship and Skilled Manpower;

“General Secretary” means the Chief Executive Officer of the National Employment Council;

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

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

Grading and wages

6. (1) Every employer shall place each employee in a grade listed in the First Schedule appropriate to his or her occupation, and shall pay a wage to such employee of at least the amount prescribed therein for the employee’s occupation, and no employee shall accept a wage amounting to less than that amount. An employee shall be paid earnings equivalent to the number of hours worked at the rate agreed at Employment Council Level.

(2) An employee who at the date of the coming into force of these regulations, is in receipt of a higher rate of pay for his or her particular occupation than the rate prescribed in terms of this section shall not, by reason of these regulations, suffer any reduction in his or her wage.

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7. On promotion to a higher grade an employee shall be paid—

- (a) not less than the wage which he or she received prior to his or her promotion; or
- (b) at least the minimum wage prescribed for his or her occupation in such grade in the First Schedule whichever is the greater.

8. An employee who is required to perform work in a lower grade than that in which he or she is normally employed shall be paid the wage applicable to the grade of work, which he or she normally performs.

9. An employee who is required to temporarily perform work in a higher grade than that he or she is currently working in and appointed in writing by his or her superior or anyone in authority, for more than five consecutive working days shall be paid the wage that is applicable to such higher grade for all hours or part of an hour spent working in the higher grade.

10. Where work done by an employee is not specified in the First Schedule—

- (a) the employer shall provisionally place the employee in a grade; and
- (b) the employer or employee shall notify the Secretary to the Employment Council. The Secretary, after consultation with the Chairman of the Employment Council, shall determine an interim classification of the work done, which shall be subject to ratification by the Employment Council at its next meeting. If the interim classification by the Secretary or the final classification by the Council places the employee in a grade—
 - (i) higher than the employee's current grade, he or she shall be paid not less than the minimum wage prescribed for such higher grade, with effect from the date which he or she commenced to perform the operation (job/work done) concerned; or
 - (ii) lower than the employee's current grade, it shall be lawful to reduce his or her wage to not less

than the minimum wage prescribed for such lower grade. With effect from the date upon which such classification is determined, unless the employee refuses to accept the lower wage, in which event—

- A. he or she may give the relevant notice of termination of employment; or
- B. he or she may be given the relevant notice of termination of employment; and
- C. during the period of such notice, he or she shall be paid the wage he or she was receiving prior to such determination.

11. No employer shall reduce the wage of a permanent employee for any time not worked if the employee was able to and willing to work and was present at his or her place of work but the employer was unable or unwilling to furnish him or her with work: Where an employer allocates the employees another duty, the employee has an obligation to accept the new task until he or she can resume his or her previous duties:

Provided that, subject to section 4, this subsection shall not apply to any portion of an annual shut-down or to time not worked during a period of short-time working, as provided for in section 19.

Effects of rain-off and work stoppage on wage

12. (1) If not having been notified to the contrary, an employee other than a permanent employee attends for work at the designated time and place, and is informed by his or her employer prior to commencing work, that no work is available that day because of unsuitable weather and/or unworkable site conditions, the employee shall be paid for three hours at his or her current hourly rate for this attendance.

(2) For the second and subsequent days in the same working week, if not having been notified to the contrary, an employee other than a permanent employee attends for work at the designated time and place, and is informed that no work is available that day because of unsuitable weather and/or unworkable site conditions, the employees

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shall be paid for two hours at his or her current hourly rate for his or her attendance.

(3) If any employer notifies an employee other than a permanent employee not to attend work the following day because of unworkable site conditions, the employee shall not be entitled to any wage until he or she has resumed work at the request of the employer.

(4) If an employee other than a permanent employee starts work and is subsequently instructed by his or her employer to stop work because of unsuitable weather and/or workable site conditions, the employee shall be paid for the period he or she has worked plus one additional hour's pay at his or her current hourly rate.

(5) If an employee other than a permanent employee attends work and, at the request of the employer, remains on call at the site and works intermittently during changing weather and/or site conditions, the employee shall be paid for hours he or she has worked and/or for the time when he or she was not working but remained on the work site at the employer's request. The permanent employee shall be paid at current hourly rate.

(6) If an employee other than a permanent employee does not attend work the following day, as no work will be available that day because of circumstances beyond the employer's control, the employee shall not be entitled to any wages until he or she has resumed work at the request of the employer.

(7) If, not having been notified to the contrary, an employee other than a permanent employee attends work at the designated time and place and is informed by his or her employer prior to commencing work that there is no work available that day because of circumstances beyond the employer's control, the employee shall be paid for two hours at his or her current hourly rate for his or her attendance.

(8) If an employee other than a permanent employee starts work and is subsequently informed by his or her employer that no further work is available because of circumstances beyond the employer's control, the employee shall be paid for the period he or she has worked plus one additional hour's pay at his or her current hourly rate.

(9) If the circumstances referred to in subsection (2) and (5) prevail for more than one working day, the employer shall inform the employee accordingly, and upon receipt of this information, the employee shall not be entitled to be paid any wage until he or she has resumed work at the request of his or her employer:

Provided that such request shall not be unreasonably delayed beyond the time when the circumstances, which created the work stoppage no longer prevail.

(10) By mutual agreement with his or her employer an employee other than a permanent employee, may make up for any hours of work lost because of unsuitable weather and/or unworkable site conditions or circumstances beyond the employer's control, by working additional hours. Such agreement shall specify the times and place at which such additional hours may be worked, which shall be subject to the terms of subsection (3), (4) and (5) of section 18. Notwithstanding the terms of section 19, such additional hours shall be paid for at the employee's current hourly rate.

Hours of work: employees other than shift workers

13. (1) The ordinary hours of work for employees, other than shift-workers and guards, shall not exceed eight hours per day or nine comma six hours a day and shall amount to forty-eight hours per week:

Provided that the discretion of number of days worked per week shall be discussed and agreed at enterprise level.

(2) The ordinary hours of work for guards shall not exceed twelve hours per day and forty-eight hours per week.

14. An employer may request, but shall not require an employee to work overtime and may, whenever possible, give twenty-four hours' notice to such employee of such request:

Provided that the employees needed to render emergency services shall not decline requests to work overtime without reasonable excuse.

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15. Where an employee is to work three hours' overtime or more, he or she shall be entitled to a break of at least fifteen minutes before starting that overtime.

16. Every employee shall be entitled to at least one day off duty each week.

17. An employee may be required to work on his or her day off, but no employee shall be required to work on his or her day off in successive weeks.

18. No employer shall permit an employee, other than a shift-worker or a guard, to work a continuous period of more than five hours without—

- (a) a break of at least twenty minutes during the first three hours of work; and
- (b) a further break of at least thirty minutes for lunch:

Provided that the employer need not provide this further break of at least thirty minutes on a Saturday if the ordinary hours of work on a Saturday do not exceed six hours.

Hours of work: shift workers

19. (1) Sections 13 to 14 shall apply to shift workers.

(2) The ordinary hours of work for shift workers shall not exceed forty-eight hours per week.

(3) No employer shall permit a shift-worker to work for a continuous period of more than five hours without a break of at least fifteen minutes.

(4) The employer shall provide each shift-worker with a free beverage, and appropriate or adequate facilities for preparing a beverage, during the prescribed fifteen minutes break.

(5) Except for the purpose of changing shifts, or in the case of emergency work, no shift-worker shall be required to work two shifts in any one day, or to start work on a new shift until at least eight hours have lapsed after the completion of his or her previous shift.

(6) Nothing contained in this section shall confer any right to payment for overtime on any shift workers who are required to work two shifts in one day for the purpose of changing their shifts.

(7) No shift worker shall be kept on night shift for a period of more than four weeks without his or her consent.

(8) A shift worker who is changed from night shift to day shift shall be placed on day shift for a period which is at least equal to the period during which he or she was on night shift, unless he or she otherwise agrees.

Short-time working

20. (1) No employer shall place all or any of his or her employees on short-time except—

- (a) on agreement between the employer and employees, an employee may be placed on short-time or alternate shift arrangement, working on conditions laid down in this section and on such agreement. The employer shall within one week notify Council. If no agreement can be reached between employers and employees, the employer may make application to Council for authority to go on short time;
- (b) the employer shall give at least one week's notice to each employee concerned of the requirement to work short time or alternating shifts. The employee may, at any time during the one week's notice referred to in subsection (2), give his or her employer notice of termination in full accordance with section 12 of the Labour Act;
- (c) during a period of alternating shift or short-time working, an employee shall be paid for not less than the hours worked by him or her:

Provided that no employee shall be paid less than fifty percent of his or her current weekly wage for short time working;

- (d) where alternating shifts are instituted an employer may divide all or any of the employees concerned into shifts and may—

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- (i) require each shift to work on alternate half-days, days weeks or months:

Provided that no shift shall be without work for more than one month at a time or for an aggregate of more than six months in any period of twelve months;

- (ii) pay each employee on shift for hours, weeks or months he or she has actually worked.

(2) Any time during which an employee is not engaged in full time work as a result of a measure resorted to in terms of this section shall be regarded as unpaid compulsory leave and shall not be deemed to have interrupted continuity of employment.

Conversion of rates

21. For the purpose of converting an hourly wage to—

- (a) the daily equivalent, the hourly wage shall be multiplied by the number of hours ordinarily worked in a day;
- (b) the weekly equivalent, hourly weekly wage shall be multiplied by the number of hours ordinarily worked in a week; or
- (c) the monthly equivalent, the weekly wage shall be multiplied by four and one-third.

Payment of overtime

22. (1) An employer shall pay for overtime in excess of thirty minutes in any day shift at the rate of one and a half times the current hourly wage of the employee.

(2) Notwithstanding subsection (1), an employer shall pay for overtime on a day off at double the current hourly wage of the employee.

(3) In respect of an employee working on an industrial holiday he or she shall be paid double the hourly rate.

Deductions

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

- (a) where an employee is absent from work on days other than public holidays or days of leave of absence, the proportionate amount of his or her remuneration shall be deducted for the period of such absence;
- (b) any amount, which the employer is compelled by law or legal process to pay on behalf of the employee including NEC and union dues;
- (c) by a written stop order for contributions by the employee to Insurance Policies, Pension Funds/Provident Funds, Medical Aid Societies, Post Office Savings Bank, Commercial Bank or Building Society Savings account;
- (d) any overpayment of remunerations;
- (e) 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 goods have been purchased from a supplier at the direction or dictation of the employer, no such deduction in terms of this paragraph shall be made, unless with the employee's consent.

Payment of wages

24. (1) Every employer shall pay wages, using only legal tender in cash or by cheque, to each employee, weekly or monthly as the case may be, on or by the due date:

Provided that the payment for overtime, bonuses and allowances shall be made to each employee, weekly or monthly as the case may be, within seven working days of due date.

(2) When a contract of employment of an employee is terminated, payment of all remuneration due shall be made at the end of the month of the next pay date after dismissal.

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(3) All remuneration shall be paid in cash or by cheque and shall be accompanied by a pay-slip showing—

- (a) the name and grade of the employee; and
- (b) the wage rate; and
- (c) the total number of hours worked; and
- (d) the amount of overtime; and or allowances; and
- (f) deductions for absence without leave, or other deductions permitted in terms of section 22; and
- (g) the net amount received by the employee; and
- (h) the period for which payment is made.

Incentive production schemes

25. An employer may operate an incentive production scheme whereby the remuneration of the employee may be determined by quantity of output or measurement of output of work performed:

Provided that any incentive production scheme entered into by the employer and employees will not override the right of the employee to a minimum wage set out in section (6)(1) and in the First Schedule of this agreement.

Special provisions: part-time employees

26. An employee who is a part-time employee shall be paid, for each hour worked, not less than the minimum wage specified in the First Schedule.

Subsistence allowance

27. An employee who is required to work as far from his or her usual place of work as to necessitate his or her 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 wage for the times during which he or she is away from home all necessary proved travelling and subsistence expenses.

Housing and transport allowance

28. Every employer shall pay employees a minimum wage according to the grades in the First Schedule and shall provide accommodation to all employees at a cost.

Provided that where an employer does not provide accommodation to employees, the employer shall pay employees housing and transport allowances as negotiated from time to time.

Vacation leave

29. (1) An employee shall accumulate vacation leave at the rate prescribed in section 14A of the Act and its amendments thereof:

Provided that—

- (a) where undue hardship would be caused to the employer in the event of the employee going on vacation leave, the employee shall be entitled to proceed on vacation leave within nine weeks of his or her application;
- (b) where an establishment observes an annual shut down, the employees may be required to take their vacation leave during such annual shut-down.

(2) An employee who is required to take his or her vacation leave during an annual shut-down, and who has less than twenty-six weeks of continuous service, shall be deemed to have accumulated a maximum of 15 days of vacation leave.

(3) An employee proceeding on vacation leave shall receive his or her current wages for the period of such leave on due date.

(4) An employee who has accumulated vacation leave may, with the consent of the employer, elect to be paid his or her wage for such vacation leave or portion of vacation leave, in addition to his or her current wage, in place of proceeding on such vacation leave.

(5) An employee whose employment is terminated by himself or herself or by the employer, for any reason whatsoever, shall be entitled to be paid the cash equivalent to any accrued vacation leave.

(6) Where an employee applies for sick leave in terms of section 14 of the Act whilst on vacation leave, their vacation leave will be cancelled and sick leave granted in terms of the Act.

(7) Where an establishment observes a holiday or an industrial holiday, the holiday or industrial holiday shall not be offset against an employee's accumulation of vacation leave.

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(8) An employee may not accumulate vacation leave in excess of thirty days *per annum* and such leave days will cease to accumulate at ninety days.

(9) An employee in his or her first year of employment shall accumulate normal vacation leave but shall not go on leave during the first year, except with the consent of the employer.

Public holidays

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

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

(3) An employer may request an employee to work on a public holiday, in which event he or she shall either—

- (a) with the consent of the employee, grant the employee leave of absence on another day instead of the public holiday, and shall pay him or her not less than his or her daily wage in respect of the public holiday and that other day; or
- (b) pay the employee for work done on a public holiday, for each hour done during the public holiday at not less than double the hourly rate of wage of the employee.

Maternity leave

31. (1) Unless more favourable conditions have otherwise been provided for in any employment contract or in any enactment, maternity leave shall be granted in terms of this section for a period of ninety-eight days on full pay to a female employee who has served for at least one year.

(2) On production of a certificate signed by a registered medical practitioner or State registered nurse certifying that she is pregnant, a female employee may proceed on maternity leave not earlier than the forty-fifth day and not later than the twenty-first day prior to the expected date of delivery and according to section 18 of the Act.

(3) Unless the employer grants sick leave for medical reasons other than maternity, sick leave for medical reasons may not be granted once paid maternity leave has begun.

(4) During maternity leave, normal benefits and entitlements including right to seniority or advancement, and the accumulation of any pension rights where applicable shall continue uninterrupted in the manner in which they should have continued had she not gone on such leave, and her period of service shall not be considered as having been uninterrupted or broken by the exercise of her right to maternity leave in terms of this section.

(5) A female employee who is the mother of suckling child shall during each working day be granted at least one hour or two half hour periods as she may choose during normal working hours for the purpose of nursing her child, and such employee may combine any portions of time she is entitled to with any normal breaks for longer periods that she may find necessary in order to nurse her child.

(6) A female employee shall be entitled to the benefits under subsection (5) for the period during which she actually nurses her child or six months whichever is the lesser.

Benefits during sickness

32. (1) Sick leave shall be granted to an employee who is prevented from attending his or her duties because he or she is ill or injured or undergoes medical treatment, which was not occasioned by wilful or intentional self-harm in terms of section 14 the Act.

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

(3) If, during any one-year of service of an employee, the employee has used up the maximum period of sick leave on full pay, an employer shall, at the request of the employee supported by a certificate signed by a registered medical practitioner, grant a further period of up to ninety days' sick leave on half pay where, in the opinion of the registered medical practitioner who signed the certificate, it is probable that the employee will be able to resume duty after such further period of sick leave.

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

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

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

Contract and notice

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

- (a) his or her grade; and
- (b) his or her wage and date of payment; and
- (c) provision for accommodation; and
- (d) the period of notice required to terminate the contract of employment; and
- (e) the hours of work; and
- (f) the details of any bonus scheme or incentive production scheme in operation; and
- (g) the nature and duration of the annual shut-down; and
- (h) provision for benefits during sickness; and
- (i) provision for benefits for vacation leave.

(2) Unless where there are more favourable employment conditions, notice of termination of any type of “*Contract of Employment*” shall be as per the provisions of section 12 of the Act, which provides that either party may give notice as follows—

- (a) three months in the case of a contract without limit of time or a contract for a period exceeding two years;
- (b) two months in the case of a contract for a period exceeding one year but less than two years;
- (c) one month in the case of a contract for a period exceeding six months but less than one year;

(d) two weeks in the case of a contract for a period of six months or less or in the case of casual work or seasonal work.

(3) Neither the employer nor the employee shall give notice of termination of contract while the employer is on vacation, sick leave and special leave.

(4) An employee who has given notice to terminate his or her contract of employment shall not be required or permitted to take vacation leave during the currency of such period of notice, except with the employer's consent, in writing.

(5) A contract of employment for a stipulated period or task shall specify the date of commencement and the end date of the contract.

(6) Termination of an employee's contract shall be made according to a registered Code of Conduct and as per provisions of sections 12 and 12C of Act.

Record of service

34. (1) An employee, whose services are terminated, for any cause whatsoever, may request a certificate from his or her employer.

(2) The certificate of service shall specify the period of service and the occupation of the employee.

Continuous service

35. (1) Continuous service shall be deemed to be broken only by the death, retirement or discharge of a permanently employed worker:

Provided that a permanently employed employee who is discharged and re-engaged by the same employer within one month of such discharge shall be deemed not to have broken his or her continuous service.

(2) A period of absence without the permission of the employer, or a period of absence between discharge and re-engagement of less than one month, shall not be taken into consideration in calculating any benefits according to subsection (1).

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(3) If upon the change of ownership of an establishment an employee enters into the services of the new owner, or continues his or her employment, his or her service with the previous owner shall be deemed not to have been broken by the change of ownership:

Provided that, if such employee is paid by the previous owner all terminal benefits including gratuity or pension in respect of his or her service with that owner, his or she service with the previous owner shall not be reckoned as service with the new owner.

Protective clothing

36. (1) Every employer shall supply, whenever necessary free of charge, appropriate protective clothing to every employee who, in the course of his or her duties, is habitually exposed to hazardous conditions.

(2) Every employee working with bricks, or clay, and whose clothing is likely to be damaged by that work, shall be supplied with one pair of work suits every six months, and every employee in an occupation where his or her feet may be injured while working shall be supplied with one pair of safety boots per year, plus any additional issues as may be considered necessary by the employer.

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

(4) Subject to subsections (2) and (3), an employee may be required to reimburse to the employer any part of the cost of any clothing supplies in terms of this section, which has been wilfully or negligently lost or damaged:

Provided that the employer may deduct cost of uniform from wages where one leaves employment within three months from date of recruitment.

(5) An employer who recovers any part of the cost of replacement of clothing from an employee in terms of subsection (6), shall, in the assessment of such cost, make due allowance for fair wear and tear.

Gratuities on termination of employment

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

Provided that a seasonal employee who has worked with the same employer for five or more seasons shall be entitled to gratuity in the same manner as an employee who has completed continuous service.

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

(3) Notwithstanding subsections (1) and (2) no gratuity shall be payable to an employee or his or her estate under this section if his or her employer has provided for such employee by means of a pension in terms of the Pensions and Provident Funds Act [*Chapter 24:09*].

Copy of agreement and notice

38. (1) Every employer shall exhibit a copy of this agreement and all amendment thereto in a place easily accessible to every employee.

(2) Every employer shall exhibit a notice, in the form set out in the Third Schedule, showing the number of ordinary working hours per week and the normal daily times of starting and times of finishing work in its establishment for each class or group of employees, and the public holidays in terms of section 28.

(3) No person shall, without lawful cause, alter, deface or remove the copy of regulations save on the instruction of the employer when carrying out his or her responsibilities under subsections (1) and (2).

Collective Bargaining Agreement: Brick Making and Clay
Products Manufacturing Industry

NEC dues

39. (1) All employers and employees in the Brick-making and Clay Products Industry shall, deduct the appropriate NEC dues from the wage or salary of each of their employees and contribute to the NEC at a subscription rate of 3% employees' contribution and 3% employers' contribution.

(2) The dues to be paid by each employee shall be as determined by the Council as from time to time:

Provided that—

- (a) no dues shall be payable where, owing to short-time, an employee's pay is reduced to below sixty *per centum*, of his or her normal wage or salary;
- (b) no deductions shall be made in respect of an employee while he or she is off sick and not in receipt of sick leave pay or a substitute payment.

(3) The dues to be paid by each employer each month shall be an amount, which equals the total dues to be deducted and paid in terms of subsections (1) and (2).

(4) Each employer shall immediately complete and return the appropriate form as set out in the Third Schedule and forward the total amount of the employees' and employers' dues, to the office of the Council by not later than the tenth day of each month following that to which the dues relate.

Exemptions

40. The council may in its sole discretion and upon such terms and conditions as it may determine grant exemption, in writing, from any of the provisions of this agreement to any employer or employee. Such exemption maybe revoked or amended by the Council, at its discretion.

Penalties

41. Attention is drawn to section 82(3) of the Labour Act which reads.

(3) Any person who fails to comply with a collective bargaining agreement which is binding upon him or her shall, without derogation

from any other remedies that may be available against him or her for its enforcement—

- (a) commit an unfair labour practice for which redress may be sought in terms of Part XII; and
- (b) be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment

FIRST SCHEDULE (*Section 42*)

GRADE	POSITION	SALARY/WAGE
A1	General hand	\$2 549,74
	Cleaner	\$2 549,74
	Spanner man	\$2 549,74
	Barrow hand	\$2 549,74
	Drying floor hand	\$2 549,74
	Lorry loaders and off loaders	\$2 549,74
	Car packers	\$2 549,74
	Clay feeder	\$2 549,74
	Cutter Trolley attendant	\$2 549,74
	Clamp dry Brick handler	\$2 549,74
	Scrap handler	\$2 549,74
	Setter	\$2 549,74
	DDK handler	\$2 549,74
	Coal siever	\$2 549,74
	Brick sorter	\$2 549,74
	Mobile box feeder attendant	\$2 549,74
	Grounds man	\$2 549,74
	Dry/Green brick handler	\$2 549,74
	Hack line trolley attendant	\$2 549,74
	Hack line attendant	\$2 549,74
	Hammer miller attendant	\$2 549,74
	Kiln attendant	\$2 549,74
	Loading/unloading elevator attendant	\$2 549,74

Collective Bargaining Agreement: Brick Making and Clay
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	Magnet attendant	\$2 549,74
	Pallet attendant	\$2 549,74
	Pallet collector	\$2 549,74
	Sanitary worker	\$2 549,74
	Tallyman	\$2 549,74
	Tower box feeder attendant	\$2 549,74
	Unloading elevator attendant	\$2 549,74
	Transfer shed attendant	\$2 549,74
	Rusticator attendant	\$2 549,74
	Strip twister	\$2 549,74
	Pipe turn	\$2 549,74
	Pipe take off	\$2 549,74
	Slip house attendant	\$2 549,74
	Even feeder attendant	\$2 549,74
	Pack trolley attendant	\$2 549,74
	Assistant slip house attendant	\$2 549,74

GRADE	POSITION	SALARY/WAGE
A2	Clamp/kiln builder	\$2 677,28
	Clamp dismantlers	\$2 677,28
	Borehole attendant	\$2 677,28
	Tea maker	\$2 677,28
	Skilled worker assistant	\$2 677,28
	Wire twister	\$2 677,28
	Kiln setters-drawers-sorters	\$2 677,28
	Clamp discharger	\$2 677,28
	Cleaner/tea maker/office orderly	\$2 677,28
	Drier attendant	\$2 677,28
	Thrower	\$2 677,28
	Coal feeder	\$2 677,28
	Paraffin tester	\$2 677,28

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	DDK setter	\$2 677,28
	Fettler	\$2 677,28
	Security guards	\$2 677,28

GRADE	POSITION	SALARY/WAGE
A3	Canteen attendants	\$2 811,14
	Mobile machine operator	\$2 811,14
	Tyre fitter	\$2 811,14
	Kiln assistant	\$2 811,14
	Laboratory assistant	\$2 811,14
	Roller mill attendant	\$2 811,14
	Setting machine attendant	\$2 811,14
	Wet pan mill attendant	\$2 811,14
	Wrapper	\$2 811,14
	Selector	\$2 811,14
	Breaker	\$2 811,14
	Welder	\$2 811,14
GRADE	POSITION	SALARY/WAGE
B1	Grinding mill operator	\$2 951,70
	Assistant mixing overseer	\$2 951,70
	Winch driver	\$2 951,70
	Mixer attendant	\$2 951,70
	Assistant setting machine operator	\$2 951,70
	Greaser oiler	\$2 951,70
	Messenger/motor cycle	\$2 951,70
	Checker	\$2 951,70
	Cutter operator	\$2 951,70
	Filing clerk	\$2 951,70
	Plumbers assistant	\$2 951,70
	Clutch attendant	\$2 951,70
	Hand moulder	\$2 951,70

Collective Bargaining Agreement: Brick Making and Clay
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	Grover	\$2 951,70
	Pipe trimmer	\$2 951,70

GRADE	POSITION	SALARY/WAGE
B2	Forklift operators	\$3 099,29
	Tractor driver	\$3 099,29
	Ball mill operator	\$3 099,29
	Workshop assistant attendant	\$3 099,29
	Precast shape moulder	\$3 099,29
	Mixing overseer	\$3 099,29
	Mechanic fitters assistant	\$3 099,29
	Mixer operator	\$3 099,29
	Mechanics fitter assistant	\$3 099,29
	Mixer operator	\$3 099,29
	Block pusher	\$3 099,29
	Tractor driver	\$3 099,29
	Bell haulers driver	\$3 099,29
	Light vehicle driver-not exceeding 6400kg	\$3 099,29
	Dryer/kiln assistant	\$3 099,29
	Fireman	\$3 099,29
	Kiln/dryer attendant-CTF burners	\$3 099,29
	Kiln attendant-PG	\$3 099,29
	Pump house burner cleaner	\$3 099,29
	Corporal	\$3 099,29
	Hammer mill operator	\$3 099,29
	Caster	\$3 099,29
	Glazer	\$3 099,29
	Kiln operator	\$3 099,29

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GRADE	POSITION	SALARY/WAGE
B3	Machine operator	\$3 254,25
	Cupel machine operator	\$3 254,25
	Moulder	\$3 254,25
	Driver (licensed) not exceeding 6400kgs	\$3 254,25
	Senior workshop attendant	\$3 254,25
	Extruder operator leading hand	\$3 254,25
	Cutter operator	\$3 254,25
	Distribution assistant	\$3 254,25
	Dozer operator	\$3 254,25
	Honey sucker driver	\$3 254,25
	Driver (7Ton truck)	\$3 254,25
	Front end loader driver/operator	\$3 254,25
	Machine attendant	\$3 254,25
	Telephonist/receptionist	\$3 254,25
	Crushing plant operators	\$3 254,25
	Machine operators–setting-extruder	\$3 254,25
	Leading hand–clamp drying hoffman	\$3 254,25
	Canteen	\$3 254,25
	Grader operator	\$3 254,25
	Stack master	\$3 254,25
	Boiler operator	\$3 254,25
GRADE	POSITION	SALARY/WAGE
B4	Senior driver	\$3 416,96
	Quality controllers assistant	\$3 416,96
	Charge hand-DDK	\$3 416,96
	Stockyard supervisor	\$3 416,96
	Switchboard operator	\$3 416,96
	Secretary	\$3 416,96
	Clerk-invoicing	\$3 416,96
	Production	\$3 416,96

Collective Bargaining Agreement: Brick Making and Clay
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	Dispatch	\$3 416,96
	Personnel	\$3 416,96
	Accounts	\$3 416,96
	Stores GVR	\$3 416,96
	Data capture	\$3 416,96
	Wages	\$3 416,96
	Issuing-Cardex	\$3 416,96
	Stock	\$3 416,96

GRADE	POSITION	SALARY/WAGE
B5	Senior clerk	\$3 587,80
	Cashier	\$3 587,80
GRADE	POSITION	SALARY/WAGE
C1	Stores supervisor	\$3 767,19
	Buyer	\$3 767,19
	Semi-skilled-boiler maker	\$3 767,19
	Semi-skilled-builder	\$3 767,19
	Semi-skilled-electrician	\$3 767,19
	Semi-skilled carpenter	\$3 767,19
	Bookkeeper	\$3 767,19

GRADE	POSITION	SALARY/WAGE
C2	Senior Clerk–Creditors	\$3 955,55
	Moulder maker	\$3 955,55
	Supervisor production	\$3 955,55
	Green forming and drying Supervisor	\$3 955,55
	Drying and firing Supervisor	\$3 955,55

GRADE	POSITION	SALARY/WAGE
C3	Quality Inspector	\$4 153,38

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GRADE	POSITION	SALARY/WAGE
C4	Builder	\$4 361,05
	Carpenter	\$4 361,05
	Plant Artisan Fitter	\$4 361,05
	Diesel Motor Mechanic	\$4 361,05
	Painter	\$4 361,05
	Artisan Boiler Maker	\$4 361,05
	Electrician	\$4 361,05
	Mechanic	\$4 361,05
	Artisan Diesel Plant	\$4 361,05
	Foreman–Mould Maker Artisan	\$4 361,05
	Salesperson/Sales Representatives	\$4 361,05

SECOND SCHEDULE (*Section 43*)

GRATUITIES

Length of service

*Percentage of monthly wage on
termination of employment*

5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26

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<u>Length of service</u>	<u>Percentage of monthly wage on termination of employment</u>
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35
31	36
32	37
33	38
34	39
35	40

Declaration

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

Dated at NEC Brickmaking Boardroom this 7th day of April, 2020.

P. MANYEMWE,
on behalf of the Brickmaking and Clay Products Workers
Union of Zimbabwe.

D. ZISWA,
on behalf of the Brickmaking and Clay Products Employers
Association of Zimbabwe.

L. DANIEL,
on behalf of the Brickmaking and Clay Products Employers
Association of Zimbabwe.

M. NKOMO-MANDANGU,
on behalf of the Brickmaking and Clay Products Employers
Association of Zimbabwe.

J. MUTARE,
Chairman–NEC Brickmaking and Clay Products Industry

T. T. MAKAVANI,
General Secretary–NEC Brickmaking and Clay Products Industry.

THIRD SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR THE BRICKMAKING AND
CLAY PRODUCTS

Declaration of dues for the month

JAN FEB MAR

COMPLETED returns together with remittance must be sent to:

The General Secretary,
1976, Area D,
Westgate, Harare

This form must be returned by the 10th of each month

Name of company:

Business address:

Telephone No.:

E-mail address:

I/We declare that the permanent, seasonal, casual and fixed term contact
employees currently employed number is (number in total)

**Collective Bargaining Agreement: Brick Making and Clay
Products Manufacturing Industry**

Employees	Seasonal/fixed term contract		Permanent		Total number of employees		Amount
	Male	Female	Male	Female	Male	Female	
Employees contribution No. of employees							
Employees contribution							
Total arrears							
Total contribution							

Signed Capacity Date

NB

1. This return form should be completed in DUPLICATE with other copy to be retained by the employer.
2. You are required to declare permanent, seasonal, casual and fixed term contract employees that are currently employed by as defined in the Collective Bargaining Agreement Statutory Instrument of 20..... and its amendment.
3. Council dues are now every month as per Statutory Instrument of 20..... Please note that half of the employees. Defaulters will be prosecuted.
4. Transfer and direct deposits should be made payable to: NEC Brick and Clay Products Bank Details

Name of Bank: Stanbic Bank
 Account No.: 9140002017694
 Branch: Nelson Mandela Branch

FOURTH SCHEDULE (*Section 44*)

**CODE OF CONDUCT FOR THE BRICKMAKING AND CLAY
PRODUCTS SECTOR**

National Employment Council for the Brickmaking and Clay Products Industry in Zimbabwe: Code of Conduct and Grievance Handling Procedures, 2019.

IT is hereby notified that the Minister has, after consultation with the relevant trade union and the relevant employer organisation, in terms of section 101(9)

of the Labour Act [*Chapter 28:01*], published the following Code of Conduct and Grievance Handling Procedures:—

NATIONAL EMPLOYMENT COUNCIL FOR THE BRICKMAKING AND CLAY PRODUCTS INDUSTRY OF ZIMBABWE CODE OF CONDUCT AND GRIEVANCE HANDLING PROCEDURES REGISTERED IN TERMS OF SECTION 101 OF THE LABOUR ACT [*CHAPTER 28:01*]

Preamble

1. (1) This code is drafted in terms of the Labour Act [*Chapter 28:01*] herein referred to as the Act.

(2) This code is on best employment practice. It aims to assist employers and employees and their representatives by providing guidance on how to deal with disciplinary and grievance issues in employment. These are a set of rules and procedures designed to promote orderly conduct at the work place. It should be interpreted as a set of rules for promoting discipline, industrial harmony, communication, efficiency, productivity at the work place and for providing fair, orderly and timely settlement of disputes as and when they arise.

Title

2. This employment code of conduct shall be cited as The National Employment Council for the Brickmaking and Clay Products Industry of Zimbabwe Code of Conduct and Grievance Handling Procedures (herein referred to as the “code”).

Interpretation of terms

3. In this code, unless inconsistent with the context—

“absenteeism” means unauthorised absence from work during working hours;

“Act” means the Labour Act [*Chapter 28:01*] as amended from time to time;

“appeals committee” means a committee at the workplace, constituted of two representatives from the workers committee and two representatives from management and a chairperson which is empowered to hear and determine on appeals from the disciplinary committee/disciplinary officer;

“appeals officer” means a person appointed by the employer at the workplace or establishment to hear and determine on appeals from the disciplinary committee or disciplinary officer;

“assault” means unlawful and intentional application of force or threat of force to a person which causes that person to believe that force may unintentionally be applied to him or her;

Collective Bargaining Agreement: Brick Making and Clay Products Manufacturing Industry

- “breach of confidentiality” means disclosing confidential or unauthorised information to unauthorised parties with actual or potential prejudice to the employer, supplier or customers;
- “collective job action” means an industrial action calculated to persuade or cause a party to an employment relationship to accede to a demand related to employment;
- “complainant” means an aggrieved party;
- “conducting a transaction with a client in a rude manner or shouting at a client” means being discourteous, impolite or disrespectful to clients;
- “designated agent” means a person appointed in terms of section 63 of the Act;
- “disciplinary action” means an action taken by the employer in terms of this code to correct or punish unacceptable conduct of an employee or contravention of this code;
- “disciplinary committee” means a committee set up at a work place to preside over and decide over disciplinary cases and consists of two representatives from management and two representatives from the workers committee or worker/employee representatives, a chairman and a secretary;
- “Secretary,” means the Secretary whose responsibility shall be to record the proceedings only;
- “disciplinary officer” means a person appointed by the employer at the work place or establishment to deal with or to preside over and decide over disciplinary cases;
- “embezzlement” means an offence where an employer converts to his or her use property/money for the company, which has been received by him on behalf of the employer;
- “employee” means an employee as defined under the Act;
- “employer” means an employer as defined under the Act;
- “employer organisation” means employer organisation as provided for in terms of Part VII of the Act;
- “extortion” means an offence where an employee demands money, a favour for services or advantage or for such purposes to intentionally and unlawfully subject to pressure a member of the public dealing with the company whether by threat or not performing his employment duty to such a person or by abuse of his or her discretion or otherwise;
- “failure to fulfil the expressed or implied conditions of the contract of employment or breach of the employment contract” means being unable to fulfil the express conditions, which are those that are clearly written in the contract of employment as read together with the job

description and implied condition are, those that may not be specifically laid down in a document but which are reasonably connected to the contract of employment and which the law will nevertheless consider as forming part of the contract of employment;

- “fighting physically or physical assault” means an offence that involves the exchange of blows or use of damaging objects by two or more employees at the work place or outside the workplace. Physical assault involves inflicting of physical injury to another or where one actually strikes, drags or touches another in anger, vengeful or insolent manner;
- “forgery and uttering” means an offence when an employee falsifies any signature on official documents or written information and communicates the same to another with the intention of causing actual or potential prejudice or which is potentially prejudicial to the employer, supplier or customers;
- “fraud” means unlawfully making changes, intentionally or not, a representation, whether written, oral or by conduct which causes actual prejudice or which is potentially prejudicial to the employer or another person;
- “General Secretary” means the CEO of the National Employment Council for the Brickmaking and Clay Products Industry of Zimbabwe;
- “grievance” means any complaint or dissatisfaction by an employee or employees about a particular condition or about general conditions of employment including any particular behaviour on the part of management or fellow employees;
- “gross incompetence or inefficiency in the performance of his/her work” means an offence where an employee performs unsatisfactory or substandard work resulting in extremely poor work output which may result in serious loss, damage or prejudice to the employer or company;
- “gross negligence” means lack of proper care or attention in discharging a duty to the extent that the employer’s property is exposed to risk or is damaged; gross negligence shall include negligent loss which means an act where an employee, through carelessness or recklessness, deliberately loses employer’s property or is unable to account for it satisfactorily while negligent damage means an act whereby an employee through carelessness or recklessness deliberately allows the employers’ property in the employee’s charge to be damaged;
- “head” means the management director, chief executive officer, chief operating officer or general manager of an organization or the highest office bearer of the organisation whatever the case may be;

Collective Bargaining Agreement: Brick Making and Clay Products Manufacturing Industry

- “human resources” means the office that is responsible for administering and managing the company’s human resources, personnel and industrial relations;
- “immediate supervisor” means any employer next in seniority and to whom the subordinate employee directly reports to;
- “insubordination” means openly defying, by word or conduct, authority of a supervisor or manager; insubordination includes rudeness and vindictiveness;
- “Labour Court” means a court established in terms of the Act;
- “lack of skill which the employee expressly or impliedly held himself/herself out to possess” means an offence where an employee lacks expertise or skill which he or she indicated in writing or verbally that he or she possesses;
- “manager/supervisor” means a person responsible for the supervision of staff and include such other managers or supervisors at the company or organisation;
- “misconduct” means any act or behaviour or conduct by an employee in contravention of this code of conduct;
- “National Employment Council” means the National Employment Council for the Brickmaking and Clay Products Industry of Zimbabwe;
- “NEC appeals committee” means a committee made up of two trade union representatives and two representatives from the employers and a chairperson;
- “offence” means any offence specified in the First Schedule of offences set out in this code of conduct;
- “penalty” means corrective action or disciplinary action or punishment to be administered on an employee arising from the offence committed;
- “sexual harassment” means unwelcome physical, verbal or non-verbal sexual conduct that denigrates or ridicules or is intimidatory, suggestive or is physically abusive of another employee’s sex; it may be derogatory or degrading insults which are gender related and offensive;
- “theft” means unauthorised and intentional appropriation of property belonging to the employer or other persons at the work place or on duty with the intention of permanently depriving the other of that property;
- “threatening or cause physical injury to a member of staff or client” means making threats or intimidation or threatening with violence by action or volition of words or conduct that leads another to apprehend fear to his or her person or family whether immediately or in future if by threats or force, he or she prevents or obstruct another from performing

his or her work or uses unlawful means to compel that other person to act or refrain from acting against his or her will;

“trade union” means the Brick and Clay Workers Union of Zimbabwe or any other trade union registered to operate in the brickmaking and clay products undertaking;

“wasteful use or misuse of company property” means carelessly using company property or using company property for purposes other than for which it was intended;

“wilful disobedience to a lawful order/instruction” means a deliberate refusal to obey a lawful instruction or order or and intentional defiance of an order given by the superior;

“wilful and unlawful loss/damage of the company’s property” means an act whereby an employee deliberately or wilfully loses or damages employer or company’s property;

“workers committee” means a committee elected or appointed in terms of the Act;

“works council” means a council composed of an equal number of representatives of the employer and representatives drawn from members of the workers committee and a chairperson;

“work place” means the employee’s work station or wherever an employee is assigned to perform the employer’s duties.

Purpose of the code

4. (1) The purpose of the code is to, among other things—
- (a) provide employers with the mechanism and guidelines to deal with disciplinary and grievance matters;
 - (b) provide employees with mechanism and guidelines to seek redress of their grievances;
 - (c) encourage the existence of a fair and consistent treatment of employees by employers;
 - (d) provide a system that promptly deals with employer and employee problems;
 - (e) resolve employer-employee problems at the lowest level;
 - (f) achieve industrial harmony;
 - (g) encourage improvement in individual conduct and performance.

Application and scope of the code

5. This code shall apply to all permanent, contract and casual employees in grades contained in the First Schedule of the Brickmaking and Clay Products Industry of Zimbabwe Collective Bargaining Agreement (CBA) Statutory Instrument 13 of 2006 as may be amended from time to time.

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Duration

6. This employment code of conduct shall remain in force until modified, revised, amended or repealed by the National Employment Council for the Brickmaking and Clay Products Industry of Zimbabwe and registered in terms of the Act.

Objectives of the code

7. (1) The objectives of this code shall among other issues include the following—

- (a) to promote machinery for careful investigation of offences before corrective or disciplinary action can be administered;
- (b) to ensure consistent, prompt, fair and just administration of discipline;
- (c) to provide both employers and employees with a mutually acceptable code of conduct which furthers the interests of both parties;
- (d) to ensure equating an offence to the resultant corrective action allowing for mitigation and aggravating factors;
- (e) to ensure that the principles of natural justice are adhered to;
- (f) to promote, advance social justice and democracy at the work place and ensuring just, effective and expeditious resolutions of disciplinary action and grievances;
- (g) to provide guidelines on procedural and substantive fairness and justice in handling disciplinary matters at the work place;
- (h) to provide employees with a mechanism and guidelines to seek redress of their grievances at the lowest level and in a prompt manner.

Basic principles of the code

8. This code is based on the following basic principles—

- (a) to establish the facts to the effect that, no disciplinary action and grievance resolution will be taken until the matter has been fully investigated;
- (b) to deal consistently and fairly with disciplinary and grievance issues at all levels;
- (c) to comply with the principles of natural justice that is at every stage the employee should be advised of the nature of the complaint, be given the opportunity to state his or her case, and be represented by a person of his or her choice and the employer should be given enough opportunity to lay down his or her case against an employee;
- (d) any party has a right to appeal to an appropriate level against any decision made or taken against it in terms of the code;
- (e) an employee shall have the right to be represented at a disciplinary or grievance hearing by a fellow employee, workers committee

- representatives, trade union official or a legal practitioner at the employee's expense;
- (f) to comply with the provisions of the code and the Act in dealing with all issues;
 - (g) to promote sound industrial relations through mutual consultation, trust and cooperation between employers and employees;
 - (h) that any accused employee is innocent until proven guilty in terms of this code;
 - (i) that there is need for the employer to take all actions to minimise the commission of offences by his or her employees;
 - (j) that impartiality should be observed.

Duties and rights of parties

9. (1) Employees and employee's organisation shall have the following rights and duties in terms of this code—

- (a) to work with employers in establishing industrial relations principles subject to the provisions of labour regulations;
- (b) to know the standards of conduct and performance expected of them by their employers;
- (c) to ensure that they comply with all laws, collective bargaining agreements and other applicable instruments;
- (d) to ensure that they understand the nature and extent of their legal rights and duties in terms of the Act, code and applicable statutes;
- (e) to familiarise themselves with the provisions of this code;
- (f) to act in good faith with employers;
- (g) to inform employers of their grievances;
- (h) to receive just, open and consistent treatment from employers;
- (i) to appeal against any disciplinary action taken against them by employers;
- (j) to appeal against any determination made on their grievances;
- (k) to be represented, at own arrangement by a fellow employee of own choice, workers committee member, registered trade union official or a legal practitioner;
- (l) to call and cross examine witnesses;
- (m) to address in mitigation before a penalty is imposed;
- (n) to be informed of the reasons for a decision;
- (o) through employee representatives, to participate in amending the code;

Collective Bargaining Agreement: Brick Making and Clay Products Manufacturing Industry

- (p) to comply with the various employment rules and procedures;
- (q) carry out their contractual duties and responsibilities and follow all reasonable, lawful instructions given to them.

Rights and duties of employers and employer organisations

10. Employers and employers' organisations shall have the following rights and duties in terms of this code—

- (a) maintain fair, just and consistent discipline;
- (b) ensure that all employees are aware of the standards of acceptable behaviour expected of them at the work place;
- (c) to develop, jointly with worker representatives industrial relations principles in terms of this code and relevant regulations;
- (d) to comply with all laws, collective bargaining agreements and other applicable instruments;
- (e) to ensure that all employees are familiar with the provisions of this code and other instruments governing employment;
- (f) to advise, counsel, reprimand and discipline employees in terms of this code;
- (g) to set standards of conduct and performance for employees;
- (h) maintaining and exercising discipline in accordance with the provisions of this code and any other relevant enactment;
- (i) promptly and fully resolving employees' grievances;
- (j) ensure that employees are provided with an enabling working environment;
- (k) through employer representative to participate in amending this code;
- (l) to advise or take the appropriate action where the employer considers that an employee's behaviour or performance is unacceptable or unsatisfactory;
- (m) to call witnesses to testify on its behalf and cross examine witnesses against them;
- (n) to ensure that employees have received the necessary training on the provisions of this code.

Establishment of committees

11. (1) For the purposes of administering this code in the industry there shall be the following committees/institutions—

- (a) Designated Agent;
- (b) Works Council;

- (c) Disciplinary committee;
- (d) Appeals committee;
- (e) NEC appeals committee;

Disciplinary procedure

12. Where an employer has good cause to believe that an employee has committed a misconduct under this Code, and the employee's presence might jeopardise investigations, the employer may suspend such employee with or without benefits for a period not exceeding **14 days** and shall forthwith serve the employee with a letter of suspension with reasons and conditions of suspension. Suspensions should be signed off by the head of department of the accused employee.

Where the party is exonerated, he or she will be paid for the shifts/days during which he or she was laid off. If found guilty, the employee will be paid up to the last date physically worked. The head of department shall be the complainant in disciplinary cases.

Composition and function of the disciplinary committee

13. (1) Composition: All hearings will be conducted by a disciplinary committee which will be chaired by a managerial employee.

The committee will be composed of:

- Chairperson;
- two management representatives;
- two workers committee representatives;
- Secretary from human resources department.

Another human resources officer or assistant will also attend the hearings in an advisory capacity but has no voting rights.

2. Functions of disciplinary committee: The disciplinary committee shall exercise the following function—

- (a) to hear and determine disciplinary cases in terms of this code;
- (b) to ensure the observance of time limits in hearing and determining cases;
- (c) to ensure that the parties have been accorded enough opportunity to state their cases adequately;
- (d) to ensure that justice is done accordingly and that all parties are represented as they wish;
- (e) to ensure that disciplinary cases are disposed in an impartial manner;

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- (f) to ensure that the hearing process is done in a systematic and orderly manner;
- (g) to record and keep record of the proceedings.

Composition and functions of the Appeals Committee at the workplace

14. (1) Composition: Any employee who is aggrieved with the decision of the disciplinary committee will appeal to the Appeals Committee within four working days from the date of the receipt of the penalty.

Notice of appeal should come through the human resources manager.

The appeals committee may call for a hearing to hear the appeal or decide it on record.

The committee shall consist of the following:

- The Chief Executive Officer or his or her appointee shall chair the meeting;
- Human resources section manager or his or her representative shall be secretary of the committee;
- two workers committee members including the chairman, provided that they were not part of the disciplinary committee.

The appeals committee shall conclude the appeal within ten (10) working days from the date the appellant lodged his complaint. It shall be the function of the human resources division to notify the appellant of the decision made which decision shall be final and binding.

(2) Functions of the appeals committee: The appeals committee shall exercise the following functions—

- (a) to hear and determine appeals in terms of this code;
- (b) to review decisions of the disciplinary committee/disciplinary officer in receipt of such application;
- (c) on conclusion of an appeal the committee may confirm, vary, reverse or set aside the decision of the disciplinary committee or disciplinary officer and substitute with own decision.

The Composition and dunctions of the NEC Appeals Committee

15. (1) Composition: The NEC Appeals committee shall be constituted as follows:

- chairman of the committee;
- three representatives of the employers organisation;
- three representatives of the trade union;
- General Secretary shall be the secretary of the committee.

(2) Functions: The NEC appeals committee shall exercise the following functions—

- (a) to hear and determine appeals in terms of this code;
- (b) to review the decisions of the workplace Appeals Committee referred to it in terms of this code;
- (c) when handling an appeal the committee may call the appellant or decide the case on record;
- (d) in determining an appeal the committee may confirm, vary, reverse or set aside the decision of the appeals committee and substitute with its own decision.

The functions of the works council

16. (1) It is imperative that wherever possible and in respect of workers committee guidelines employees form workers committee at their establishments for the purposes of creating democratic, just and sound industrial relations.

(2) For the purpose of this code, the works council shall hear and resolve employees' group grievances in terms of this code.

The functions of the designated agent

17. The designated agent shall exercise the following functions—

- (a) receive appeal cases on behalf of the NEC Appeals Committee and cause the Appeals Committee to dispose the matter in terms of this code;
- (b) communicate with the parties and ensure that all necessary documents and notifications are properly served;
- (c) advise employers and employees on the general application of this code.

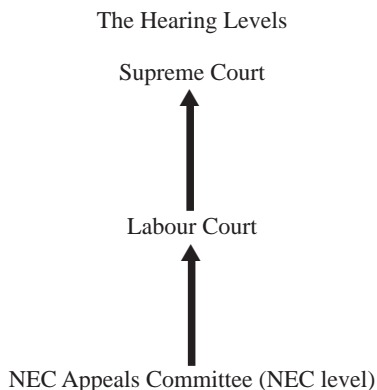
Disciplinary hearing procedure guidelines

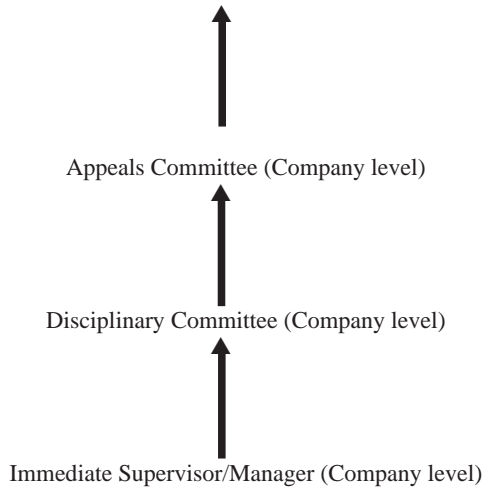
18. The following guiding procedures may be adhered to at the hearing and the chairperson of proceedings shall—

- (a) introduce everybody and must explain the reasons for the set down;
- (b) the chairperson shall ensure that the disciplinary committee is properly constituted;
- (c) read the employee's rights and ensure that they are understood;
- (d) read and state the charge against the employee and ask the complainant to confirm the statement;
- (e) read the accused employee's response to the charges and ask him or her to confirm the statement and whether he or she pleads guilty to the charges;

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- (f) invite the complainant to state his or her case against the accused employee;
- (g) permit the accused employee to cross examine the complainant;
- (h) the committee may also cross examine the complainant at this stage;
- (i) the accused employee to give his or her side of the case;
- (j) complainant to cross examine the accused;
- (k) the disciplinary committee/disciplinary officer to cross examine the accused employee;
- (l) witnesses are called one by one to give evidence after which the accused employee or the complainant and the committee/officer may cross examine the witnesses;
- (m) ask the complainant and the accused employee to leave the room to allow the committee/officer to consider all the evidence prior to giving a verdict at the end of the disciplinary hearing;
- (n) the committee must arrive at the decision, i.e. whether the employee is guilty or not;
- (o) the decision shall be reached by consensus or by majority vote and in the event of a tie the chairperson of the committee shall have a casting vote;
- (p) if the employee is found guilty the committee or disciplinary officer shall invite the accused to give mitigation factors before the ultimate penalty;
- (q) once the decision has been reached the accused employee and complainant must be notified of the decision in writing;
- (r) the right of appeal and time frames should then be communicated to the accused.





Offences and penalties

19. A penalty to be imposed to any employee for an offence in terms of this code shall be administered in terms of the First Schedule to this code.

Disciplinary procedures

20. (1) As far as is possible similar offences committed in similar circumstances should be treated equitably through the award of similar penalties allowing for mitigation and aggravating circumstances.

(2) For the purpose of this code, the disciplinary process commences at the point when the alleged offender receive the formal letter of suspension.

Verbal warnings

21. (1) When the offence warrants a verbal warning the supervisor or manager shall—

- (a) convene a formal meeting with the employee;
- (b) outline the case against the employee and why he or she is of the opinion that an offence has been committed;
- (c) give the employee the opportunity to answer the allegations made against him or her and to justify his or her actions, if any.

(2) The supervisor or manager shall then consider all the evidence, including the representations made by the employee, and make a decision regarding whether the employee should receive a verbal warning or not.

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(3) In the event that the supervisor or manager decides that the employee should receive a verbal warning he or she shall sign a note to that effect giving his or her reasons which shall be lodged in the employee's personal file.

(4) The decision shall be communicated to the employee in writing.

First written warnings, final written warnings and dismissal

22. (1) Where an employer has good cause to believe that an employee has committed an offence warranting a first written warning or a final written warning or a dismissal in terms of this code the employer may—

- (a) suspend such employee with or without pay and benefits and shall forthwith serve the employee with a letter of suspension detailing the reasons and grounds of the suspension;
- (b) upon serving the employee with the suspension letter as detailed above, the employer shall cause, within 14 days, investigate the matter fully, conduct a hearing and make an appropriate determination into the alleged misconduct of the employee and, may, depending on the circumstances of the case—
 - (i) serve a notice, in writing on the employee concerned removing the suspension and reinstating such employee on full pay and benefits if the grounds of suspension are not proved;
 - (ii) a determination or order served in terms of this code shall provide for back pay and benefits from the time of the summary suspension.

(2) At the hearing, an employee shall have the right to—

- (a) at least three working days' notice of the proceedings in "**Form C 1**" against him or her and the charge he or she is facing;
- (b) appear in person before the company or organisation's disciplinary committee or disciplinary officer as the case may be and be represented by either a fellow employee, workers committee member, trade union official/officer or a legal practitioner;
- (c) call witnesses and have them cross examined;
- (d) be informed of the reasons for a decision;
- (e) address in mitigation before the ultimate penalty is imposed.

(3) After the hearing has been concluded the disciplinary committee or disciplinary officer shall consider all the evidence and make a decision.

(4) The dismissal penalty to be imposed for any offence is not obligatory but is meant as a guide to the employer, the employer may; at his or her discretion apply a lesser penalty.

Appeal procedure

23. (1) An employee shall have the right to appeal within the time limits stipulated in paragraph 24.

(2) The late noting of an appeal shall only be condoned by the appropriate appeals authority if good and sufficient reasons exist.

Appeal against first written warning, final written warning or dismissal

24. (1) An employee has a right to appeal to the appeals committee or the head within seven working days after receipt of written notification of the decision made by either the disciplinary committee or the disciplinary officer.

(2) The notice of appeal shall be submitted to the human resources department in “**Form C 2**”.

(3) The appellant shall state clearly his or her grounds for appeal in writing.

(4) In the event that the appeals committee decides to call for a hearing, the appeal hearing must be conducted according to the procedures for disciplinary hearings except that it need not be necessary to re-hear all the previous statements as the information needed can be obtained from the minutes or recording of the original hearing.

(5) The human resources department shall ensure that the following documents are copied and made available to the appeals committee members/appeals officer—

- (i) the record of disciplinary proceedings and decision;
- (ii) all documents relating to the case;
- (iii) the notice of appeal/letter of appeal and statement.

(6) The appeal must be heard and concluded within seven working days of lodging of the appeal by the employee.

(7) An employee or employer who is aggrieved by the determination of the appeals committee/head may appeal to the NEC appeals committee.

(8) The appeal to the National Employment Council for the Brickmaking and Clay Products Industry Appeals Committee mentioned in subsection (7) must be noted within seven working days in “**Form D. 1**”.

(9) When noting an appeal to the NEC appeals committee, the appellant shall complete Form D. 1 hereafter referred to as the appeals form and attach all relevant documents and deliver it to the Designated Agent.

(10) The designated agent shall upon receipt of the appeal documents call the NEC appeals committee to meet and dispose the case.

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(11) An appeal of the decision of the NEC Appeals Committee shall lie with the Labour Court.

Grievance procedures

25. (1) It is acknowledged that grievances arise amongst employees and that management is responsible for attempting to resolve the grievances of employees in a spirit of harmony, understanding and co-operation.

(2) The “**Form D. 2**” shall be used for any grievance at any level except to the Labour Court.

Individual grievances

26. An employee shall have the right to have their individual grievances resolved by pursuing the following procedures: In the event that it is not possible to follow the steps as set out below because of the reporting structure of the organisation the matter will commence at step 4.

Step 1: To immediate supervisor or manager

The employee will in the first instance discuss the matter with his or her immediate supervisor or manager. The immediate supervisor or manager shall give a decision concerning the grievance within two working days of the matter being referred to him or her.

Step 2: To the immediate superior of the employees’ supervisor or manager (herein referred to as the superior)

If the employee is not satisfied with the decision of his or her immediate supervisor or manager he or she shall have the right to refer the grievance to the superior. This shall be done in writing within two working days of the decision having been communicated to him or her. The superior shall resolve the grievance within a further two working days.

Step 3: To the head of Department

If the employee is not satisfied with the decision of the Superior he or she shall have the right to refer the grievance to the head of department. This shall be done in writing within two working days of the decision having been communicated to him or her. The head shall resolve the grievance within a further three working days.

Step 4: To the National Employment Council for the Brickmaking and Clay Products Industry (NEC)

If the employee is not satisfied with the decision of the head he or she shall

have the right to refer the dispute to the NEC designated agent who shall dispose the matter in terms of the Act.

Group grievances

27. Grievances in which more than one employee are directly involved shall be resolved using the following procedures:

Step 1: To the human resources manager/senior in that department (herein referred to as the human resources)

In the first instance employees shall refer their grievances to human resources. Human resources shall resolve the grievances within three working days.

Step 2: To the works council

If the employees are not satisfied with the decision of the human resources they shall have the right to refer their grievances to the works council. The works council shall resolve the grievances within three working days.

Step 3: To the head of department

If the employees are not satisfied with the decision of the works council they shall have the right to refer their grievances to the head. This shall be done in writing within two working days of the decision having been communicated to them. The head shall resolve their grievances within a further three working days.

Step 4: To the National Employment Council for the Brickmaking and Clay Products Industry (NEC)

If the employees are not satisfied with the decision of the Head they shall have the right to refer their dispute to the NEC designated agent who shall dispose the dispute in terms of the Act.

Collective job action

28. Inciting and or taking part in unlawful job action as defined in the Act shall be dealt in terms of the Act.

General notes

29. (1) Where there is no workers committee, the employer shall appoint any person in his or her employment as a disciplinary officer.

(2) The human resources representative may attend the disciplinary hearing to take minutes of the proceedings and not as a member of the committee.

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(3) The human resources representative shall advise the committee or the disciplinary officer on the provisions of the code and relevant statutes to be applied and ensure that the disciplinary process is fair, just and impartial.

(4) The appeals committee shall be comprised of members who did not sit or participate at the disciplinary stage and no member of the trade union or employers association could constitute the appeals committee for a matter from an employer where he or she is employed.

(5) Disciplinary action should be initiated as soon as possible after discovery that an employee is alleged to have committed a disciplinary offence and should be concluded within the stipulated time frames.

(6) Any penalty already in force may be taken into account in determining the penalty for a subsequent offence.

(7) The issuing of verbal or written warning and counselling is corrective and educational measure.

(8) A grievance procedure should operate on a sound principle of examining the issue at hand and not the person.

(9) There is need to investigate real causes of grievances and not to resort to short term measures and solutions.

(10) Impartiality should be observed.

(11) There should be a clear channel for expressing grievances and ensure speedy resolution of such grievances.

Declaration

The Trade Union and the Employers Association having arrived at the agreement on the Code of Conduct and Grievance Handling Procedures set forth herein, the undersigned officers hereby declare that the foregoing is the National Employment Council for the Brickmaking and Clay Products Industry Code of Conduct and Grievance Handling Procedures arrived at and affix their signatures hereto.

Signed at Harare on behalf of employees and employers on this 7th day of April, 2020.

D. ZISWA,
for: Brick and Clay Products Employers of Zimbabwe.

P. MANYEMWE,
for: Brick and Clay Products Workers Union of Zimbabwe.

J. MUTARE,
Chairman, National Employment Council for Brickmaking and Clay Products
Industry.

T. T. MAKAVANI,
General Secretary for the National Employment Council for the Brickmaking
and Clay Products Industry.

FIRST SCHEDULE

OFFENCES AND PENALTIES

Penalties

The time periods for validity of offences are as follows—

- Verbal warning—three months
- 1st written warning—six months
- 2nd written warning—nine months
- Final written warning—twelve months

A

Minor acts of misconduct or omission	First offence	Second offence	Third offence	Fourth offence
1. Poor time keeping, reporting to work late by more than 15 minutes	Verbal Warning	1 st written Warning	2 nd Written Warning	Final Written Warning
2. Leaving work station early before knock off time and without authorised permission.	Verbal warning	1 st written warning	2 nd written warning	Final written warning
3. Extended and unauthorised breaks during working hours	Verbal warning	1 st written warning	2 nd written warning	Final written warning
4. Laziness	Verbal Warning	1 st Written Warning	2 nd Warning	Final written warning

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B

Intermediate acts of misconduct	1st Offence	2nd Offence	3rd Offence	4th Offence
1. Reporting for work late without permission/valid reason or leaving work early without permission/valid excuse	1 st Written Warning	2 nd Written warning	Final Written Warning	Dismissal
2. Sleeping during normal working hours, where the employee is not a danger to himself, others or machinery	1 st Written warning	2 nd written warning	Final written warning	Dismissal
3. Minor loss through negligence, damage or misuse of company property	1 st written warning	2 nd written warning	Final written warning	Dismissal
4. Failure to wear protective clothing or equipment when it is made available.	1 st written warning	2 nd written warning	Final written warning	Dismissal
5. Unsatisfactory work, negligence and inefficiency in performing one's tasks	1 st written warning	2 nd written warning	Final written warning	Dismissal
6. Use of verbal or written abusive language including hate speech or discrimination for any race, tribe or gender.	1 st written warning	2 nd written warning	Final written warning	Dismissal
7. Absence from work for one or two days without official leave of absence	1 st written warning	2 nd written warning	Final written warning	Dismissal
8. Abuse of office or privileges	1 st written warning	2 nd written warning	Final written warning	Dismissal
9. Deliberate violation of health and safety regulations at the workplace	1 st written warning	2 nd written warning	Final written warning	Dismissal
10. Failure to report to authorities, any accident, injury or damage to property	1 st written warning	2 nd written warning	Final written warning	Dismissal
11. Breaking of confidentiality where one is doing so outside the discharge of his or duties.	1 st written warning	2 nd written warning	Final written warning	Dismissal

C

Serious acts of misconduct	1st Offence	2nd Offence
1. Non-compliance with standing orders and approved standards at the workplace, resulting in sub-standard output or failure to meet targets.	Final written warning	Dismissal
2. Absenteeism from work without leave of absence for four working days or shifts.	Final written warning	Dismissal
3. Insubordination	Final written warning	Dismissal
4. Possessing or taking illicit drugs	Final written warning	Dismissal
5. Consumption of alcohol or reporting for duty under the influence of alcohol	Final written warning	Dismissal
6. Abusing a company vehicle or carrying of unauthorised passengers in a company vehicle.	Final written warning	Dismissal
7. Negligence resulting in serious loss of company property or equipment.	Final written warning	Dismissal
8. Violating safety or security rules or measures with serious consequences	Final written warning	Dismissal
9. Behaving in a manner which endangers the safety or health of others at the workplace.	Final written warning	Dismissal
10. Unauthorised use of company premises, vehicles and property	Final written warning	Dismissal
11. Conducting a transaction with a client in a rude manner, threatening or shouting at a client.	Final written warning	Dismissal

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D

Very Serious Acts of Misconduct	1st Breach
1. Refusing to permit security staff to search a bag, briefcase, vehicle or other receptacle when they have cause for wanting to do so or authority to do so.	Dismissal
2. Renewing a contract or signing a contractual agreement without the authority to do so.	Dismissal
3. Giving or attempting to give any form of bribe to induce any person to perform any corrupt act.	Dismissal
4. Receiving or attempting to receive any form of bribe as an inducement for performing any corrupt act	Dismissal
5. Deliberately giving untrue, erroneous or misleading information or testimony whether verbally or in writing.	Dismissal
6. Falsifying or unauthorized alteration of any company documents.	Dismissal
7. Dishonesty towards company, fellow members of staff or members of the public	Dismissal
8. Failing to declare an interest in any transaction involving the company in circumstances where a personal advantage or advantage for a close relative or friend could be gained from the transaction	Dismissal
9. Theft	Dismissal
10. Embezzlement	Dismissal
11. Extortion	Dismissal
12. Fraud	Dismissal
13. Forgery	Dismissal
14. Failure to fulfill the express or implied conditions of the contract of employment or any breach of the employment contract	Dismissal
15. Disclosing to an unauthorized person confidential information about the company, the company's clients or business associates	Dismissal
16. Gaining access or attempting to gain access to information held by the company without the necessary authority	Dismissal

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17. Undertaking outside work or activity which is prejudicial to the company including work for an employer in competition in an area with the company	Dismissal
18. Sexual Harassment	Dismissal
19. Distributing habit forming or illegitimate drugs.	Dismissal
20. Riotous behaviour or engaging in any unlawful job action	Dismissal
21. Wilful disobedience to a lawful order/instruction given by a person in authority	Dismissal
22. Insubordination	Dismissal
23. Lack of skill which the employee expressly or impliedly held himself or herself out to possess	Dismissal
(k) Assault of fellow staff, management or any other people within the company premises.	Dismissal
(l) Drunkenness	Dismissal
(j) Wilful and unlawful loss/damage of the Company's property.	Dismissal

SECOND SCHEDULE

Form C 1

NOTICE TO ATTEND DISCIPLINARY HEARING

(To be issued at least three days prior to the hearing)

To be completed in duplicate.

From: To:

(Supervisor/Manager) (Employee's name)

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

.....
.....

(Detailed charges can be attached to this form)

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

Venue:

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

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Signed:

.....
(Supervisor/Manager)

You are required to acknowledge receipt by signing below. Return one copy.

Signed: Date:
(Employee's signature)

Signed:
(Human Resources Official)

NB: If you do not attend the hearing after receiving this notification at the time and place notified, the hearing may proceed without you to the possible detriment of your interests

Form C 2

To be completed in triplicate.

One for the respondent, one for the appellant and one for employee's personal file.

TO:

The Appeals committee/Appeals officer

Note: This is an appeal, at company level, made against a determination made by the disciplinary committee/disciplinary officer in terms of the National Employment Council for Brickmaking and Clay Products Code of Conduct

Full name of appellant:.....

Contact address and telephone:.....

.....

Department/Division/Branch:.....

Appellant's job title:.....

Grade:.....

Offence/misconduct:.....

Determination:.....

.....

Reasons/grounds of appeal (attach documents if space is required):.....

.....

.....I wish the following persons to be summoned as witnesses:

Name:

- (i)
- (ii)
- (iii)

..... and the following documents to be produced

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

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

(Human Resources Official)

APPEALS FORM

Form D 1

To be completed in triplicate.

One copy for the NEC, one copy for the respondent and one copy for appellant

To: The NEC Brickmaking and Clay Products Sector Appeals Committee

Note: This is an appeal against a determination in terms of the National Employment Council for the Brickmaking and Clay Products Code of Conduct

Full name of appellant:.....

Contact address and telephone:.....

Full name of respondent:.....

Contact address and telephone:.....

Appellant's job title:.....

Grade:.....

Date engaged:.....

Grounds of appeal:.....

(Also see attached)

Dated at Harare this..... day of 20.....

Signed:.....

FOR NEC STAMP ONLY

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GRIEVANCE FORM

Form D 2

To be completed in triplicate if referring to D 2

To: The.....

**Note: This grievance is raised in terms of the National Employment Council
For Brickmaking And Clay Products Industry Code of Conduct**

Full name of employee raising the grievance:.....

Contact address and telephone:.....

Name of employer:.....

Full name of immediate superior:.....

Designation:.....

Grade of employee raising grievance:.....

Date Engaged:.....

Summary details of grievance:.....

.....

.....

Dated at Harare this..... day of 20.....

Signed:.....

FOR NEC STAMP ONLY

Resolved:..... Unresolved:..... Date:.....

Signed:.....

