

Collective Bargaining Agreement: Ceramics and Associated
Products Industry

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

This Agreement supersedes the agreement published in Statutory Instrument 285 of 2001.

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COLLECTIVE BARGAINING AGREEMENT: CERAMICS
AND ASSOCIATED PRODUCTS INDUSTRY
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MADE in terms of the Labour Act [*Chapter 28:01*], between the Ceramics and Associated Products Employers' Association (the "employers organisation"), of the one part, and the Ceramics and Associated Products Workers Union (the "trade union"), of the other part, having included the Code of Conduct and Grievance Procedures may be cited as the Ceramics and Associated Products Industry, Collective Bargaining Agreement.

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

Application

1. This agreement shall apply to all employers and employees in the Ceramics and Associated Products Industry in Zimbabwe.

No employer or employee may waive any provision of this agreement whether or not the said provision creates a benefit to or an obligation on the employer or employee concerned. Each provision shall create a right or obligation as the case may be independently of the existence of other provisions. In the event of any provision of this Agreement being in operation or *ultra vires* the powers of the parties or the Labour Act [Chapter 28:01] or regulations made thereunder either before or after registration of this agreement under the provisions of the Labour Act [Chapter 28:01] this shall in no way affect the remainder of the agreement which shall in that event constitute the agreement.

Interpretation of terms

2. In this agreement—

“Act” means the Labour Act [Chapter 28:01] with amendments as made from time to time;

“agreement of council” means this agreement and any future agreement between the parties to the agreement which relates to employment in this industry and includes those previous agreements entered into by the parties;

“apprenticeship” means an employee serving under a written contract of apprenticeship, registered in terms of the Manpower Planning and Development Act [Chapter 28:02];

“appropriate Certificating Authority” means the authority specified in the Manpower Planning and Development Act [Chapter 28:02];

“annual shutdown” means any period during which an establishment may suspend operations for vacation leave

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in terms of section (16) of this Collective Bargaining Agreement.

“canteen attendant” means an employee who is engaged in assisting all activities carried out in the canteen as requested;

“canteen supervisor” means an employee who supervises the canteen staff and the distribution and collection of all foods, and may also be responsible for preparing menus and ordering foods;

“ceramics and associated products industry” means without in any way limiting the ordinary meaning of the expression, the industry in which employers and employees are associated together in manufacture of pottery, tiles, slabs, clay roof tiles, refractories, acid proof or fireproof earthenware pipes, earthenware pipe fittings, insulating products or any other article, which, in the process of being manufactured, is hardened by heating in a kiln or by any other heat process, and which is made from clay or of which clay or any other heat resisting or insulating mineral ore or material, or a combination of clay and any such other mineral, ore or material, forms the principal component, or any two or more of the afore-said articles; or

extracting, mining, winning or preparing clay or heat resisting or insulating by employers who are engaged in such manufacture; or

wholesale distribution by the manufacturer of the products referred to in the paragraph above includes all operations incidental to or consequent upon any of the afore-said activities;

“clerk” means an employee who carries out routine filing of factory data, compiling of stock or stores records, and maintenance or preparation of statistical data for use by other departments;

“continuous service” means subject to section (23), the total period of unbroken service of an employee with an employer;

- “contract employee” means an employee who is not employed on a permanent basis and signs contracts for his/her period of employment;
- “cook” means a person employed in a workplace canteen, café, tea-room or refreshment shop in the preparation and cooking of meals, such as simple forms of grills, fried fish, pork, curry, ham-burgers, eggs and farinaceous dishes, sandwiches and the like;
- “council” means the National Employment Council for the Ceramics and Associated Products Industry;
- “day-off” means Saturday, Sunday or that day of the week in lieu of Saturday and Sunday on which an employee is normally not required to work;
- “day shift” means a shift which is not a night shift. The majority of hours fall between 0600hrs to 1800hrs;
- “employer” means any person whatsoever who employs or provides work for any person in the Ceramics and Associated Products Industry and remunerates, or expressly or undertakes to remunerate, him/her including the manager, agent or representative of such person first 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;
- “employee” means a person employed in the Ceramics and Associated Products Industry for whom wages are prescribed in this agreement;
- “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 loss of business;
- “establishment” means any place at which the employer employs an employee to perform work;
- “fettler” means an employee who removes excess clay from the finished products and who facets and polishes the product;

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- “fitter’s assistant” means an employee who is engaged in assisting a fitter;
- “foreman” means an employee who is specifically charged by his/her employer with the supervision of employees engaged in lower grades;
- “fuel attendant” means an employee who is engaged in fuelling vehicles with petrol or diesel in a plant;
- “gas station” means a station at a plant, where gas is produced as a substitute for electricity for production purposes;
- “glost sorter” means an employee who can unload glost fired ware, batches and sorts by colour and design;
- “grade” means a grade listed in the First Schedule;
- “industrial holiday” means any day prescribed as an industrial holiday and is recognised by the Government statutes;
- “jolly assistant” means an employee who is engaged in producing moulds and clay for the jigger operator;
- “kiln technician” means an employee who is engaged in the building, assembling and repairing such;
- “laboratory assistant” means an employee who is engaged in assisting generally in a laboratory carrying out simple tests, under supervision, reporting abnormalities, noting, reading, washing glass-ware and keeping premises clean;
- “master mould maker” means an employee who is engaged in the origination of master moulds;
- “merchandiser” means an employee other than a stall attendant employed by a company for the purpose of only demonstrating products or merchandise, which may include the display and selling of goods and keeping control of stock;
- “mine” means any piece of land or claim where clay or any other heat resisting or insulating mineral, ore or material, or a combination of clay is extracted using the mechanical or manual method of open cast mining;
- “minister” means the minister of Labour, Public Services and Social Welfare, and any reference to “ministry” shall be construed accordingly;

- “month” means a calendar month;
- “nurse aid” means an employee who is engaged in assisting generally in all hospital or clinical services as requested by his/her superiors and is a holder of a relevant medical certificate;
- “overtime” means anytime worked outside the ordinary daily hours;
- “packer” means an employee who is engaged in issuing products invoices, addressing packages and verifying products supplied against invoices;
- “part time employee” means an employee who is engaged by an employer to take regular daily work for periods not exceeding a total of five hours per day, or engaged on a weekly basis of not more than thirty hours;
- “penner” means an employee who is engaged in the shaping of cup handles;
- “printer” means an employee who is engaged to originate transfers;
- “profile maker” means an employee who is engaged in making designs for the jigger jolly to produce ceramic products;
- “PTH” means person to holder, those on higher grades retain grades including increment;
- “quality checker” means an employee who checks the quality of the finished products;
- “service charge” means a charge that is charged to non-union members for services rendered by the union;
- “receptionist” means an employee engaged mainly in receiving customers or clients preparatory to such customers or clients being attended to by some other employee or by the employer, or who makes appointments with customers or clients on behalf of some other employee or the employer, and whose duties may include the operating of a telephone appliance;
- “Registrar” means the Registrar of Labour as defined in the Labour Act [*Chapter 28:01*];

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- “shift workers” means someone who works on a rotational shift basis and “night shift”, means a shift the majority of hours of which fall between 1800 hours and 0600 hours;
- “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 28:02*];
- “skilled workers’ assistant” means an employee who assists a skilled worker as directed;
- “state registered nurse” means an employee who has undergone medical training and attained a diploma in nursing and registered with the Health Professions Council under the Health Professions Act [*Chapter 27:07*];
- “storeman or ware-house person” means an employee who is in charge of stores/ware-house, and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse, and for delivering goods from departments or ware-house for despatch;
- “supervisor” means an employee who is specifically charged with the responsibility for the conduct of sales, the safe custody of stock and the conduct of business with the public within demarcated section or sections of the premises, or in respect of any specific class or classes of products in the establishment, and who is, in addition, placed in full or partial supervisory control of at least ten employees, employed in such section or sections, or in connection with such class or classes of products;
- “trainee” means an employee who is still undergoing training in a specific trade or section;
- “transfer/gold line applier” means an employee who is engaged in the application of transfers to the products;
- “trimmer” means an employee who, using either mechanical or manual means, fits the tiles and lining of edges with correct size of the product required;

“glazing” means the mixing and preparation of chemicals for the purposes of protective coatings of ceramics products such as paints, lead and glass;

“wage” means the earning of an employee but does not include any payment in respect of overtime or any other payment that may be awarded from time to time;

“weigh bridge” means work station where vehicles are weighed either loaded or not loaded;

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

Grading and wages

3. (1) Every employer shall place each employee in a grade appropriate to his/her occupation, and shall pay wages to such employee, a wage of not less than the amount prescribed in the First Schedule for the occupation of the employee, 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 a rate agreed between management and the employees at plant level but not less than the minimum wage agreed at National Employment Council level, except where an exemption exists.

(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/her particular occupation than the rate prescribed in terms of this section shall not, by reason of these regulations, suffer any reduction in his/her wage. He/she shall remain on Person To Holder basis (PTH) at implementation of new grades. Those on higher grades retain grades including increment.

(3) On promotion to a higher grade, an employee shall be paid not less than the wage which he/she received prior to his/her promotion or at least the minimum wage prescribed for his/her occupation in such grade in the First Schedule, whichever is the greater.

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

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(5) An employee who is required to perform work in a higher grade than that in which he/she is normally employed for more than five consecutive working days shall be paid no less than the wage applicable to such higher grade for all hours or part of an hour spent working in the higher grade.

(6) Where an operation performed by an employee is not specified in the First Schedule, the organisation shall contact the Secretary of the National Employment Council who, in liaison with the Executive Committee of the Council shall determine an interim classification of the operation, which shall be subject to ratification by the Council at its next meeting.

(7) No employer shall reduce the wage of an employee for anytime not worked if the employee was able and willing to work and was present at his/her place of work but the employer was unable or unwilling to furnish him/her with work, except during any portion of an annual shut down or short-time working.

Hours of work: employees other than shift workers

4.(1) The ordinary hours of work for employees shall not exceed forty-five hours per week.

(2) An employer shall give, where possible, a day's notice to an employee to work overtime, provided that the employees needed to render emergency services shall not decline requests to work overtime without reasonable excuse.

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

(4) Every employee shall be entitled to at least one day off-duty in each week.

(5) An employee may be required to work on his/her day off, for which overtime shall be payable at prescribed rates.

(6) No employer shall permit an employee to work for a continuous period of more than five hours without a break of at least fifteen minutes during the first three hours of work and a further break of at least thirty minutes for a meal.

Hours of work: shift workers

5. (1) Subsections (1) to (6) of section 4 shall apply to shift workers.

(2) The employer shall provide a free beverage to shift workers or adequate facilities for preparing a beverage, during the prescribed fifteen minutes break.

(3) 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 one day or to start work on a new shift until at least eight hours have elapsed after the completion of his/her previous shift.

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

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

(6) A shift worker who is changed from night shift to day shift shall be placed on day shift for a period at least equal to the period during which he/she was on night shift.

Short time working

6. No employer shall place all or any of his/her employees on short-time save in accordance with the provision of the Labour Act [*Chapter 28:01*] and its regulated statutes as amended from time to time.

Conversion of rates

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

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

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Payment of overtime

8. (1) An employer shall pay for overtime in excess of fifteen minutes in any pay cycle at a rate of one and a half times the current hourly wage of the employee, above the agreed working hours.

(2) An employer shall pay for overtime on a day off e.g. Public holiday and Sunday, at double the current hourly rate of the employee.

Deductions

9. No deductions or set-off of any description shall be made or allowed from remuneration other than a bonus due to an employee, except—

- (a) where an employee is absent from work on days other than paid holidays, sick leave or vacation leave; *pro-rata* amount of his/her wage only for the period of such absence; or
- (b) by written stop-order for contributions to insurance, pension funds or employment council or trade union; or
- (c) any amount which the industry is compelled by law or legal process to apply on behalf of an employee; or
- (d) with the written consent of the employee, deductions for purchases made on behalf of an employee.

Payments of wages

10. (1) Each employer shall pay wages, in cash, bank transfer or electronic transfers, to each employee, weekly, fortnightly 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, fortnightly or monthly as the case may be, within agreed working days of due date.

(2) When a contract of employment of an employee is terminated, payment of all remuneration due shall be made in the next payment cycle.

(3) All remuneration shall be paid in cash, bank transfer, cheque or electronically transferred and shall be accompanied by a wage slip showing—

- (a) the name and grade of the employee;
- (b) the wage rate;
- (c) the total number of hours worked;
- (d) the amount of overtime;
- (e) allowances;
- (f) deductions in terms of section 9;
- (g) the net amount received by the employee;
- (h) the period for which payment is made.

(4) Notwithstanding subsection (3) above, the Council may, on application by the employer, authorise such employer to use any other system of informing his/her employees of the make-up of their remuneration.

Incentive production schemes

11. Any employer may operate an incentive production scheme whereby the remuneration of the employee may be determined by quantity of output or measurements of output of work performed. Nothing contained in these regulations shall prevent any employer to operate such a scheme if they so wish.

Contract of employment and notice

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

- (a) his/her grade; and
- (b) his/her rate of pay and when it will be paid; and
- (c) any provision for accommodation where applicable; and
- (d) duration of contract and the period of notice required to terminate the agreement of employment; and
- (e) the hours of work; and

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- (f) the details of any bonus or incentive production scheme in operation; and
- (g) the nature and duration of any fixed annual shut-down; and
- (h) the provision for benefits during sickness or pregnancy; and
- (i) vacation leave; and
- (j) his/her obligation to abide by the code of conduct in Fourth Schedule; and
- (k) the terms of probation, if any; and shall use the official employment agreements approved by the Ministry.
- (l) the first four weeks of any silent contract of service will be in probationary period, unless the employer and employee agree in writing, to such period being some other duration, not exceeding two years shall be terminable on twenty four hours' notice by either party.

(2) If the probationary period of service is terminated during or at the end of such service, the employee shall be entitled to be remunerated a wage commensurable to the grade for the period from commencement of the probation to the termination of service.

(3) If the probation period is not terminated at the end of such service, the employee shall be deemed to be a permanent employee.

(4) An employer or an employee may terminate the contract of employment by giving notice in terms of the contract, but notice shall be:—

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

- (e) one day in the case of a contract for a period of less than three months or in the case of casual work or seasonal work.

(5) An employer may discharge his/her obligations by paying an employee his/her full wage and allowances for, and in place of, the period during which he/she should have carried his/her duties but contract is terminated earlier.

(6) No employer or employee shall give notice of termination of service to run concurrently with sick leave or vacation leave unless by mutual agreement.

(7) Subject to the provisions of sub-section (4), no employer shall give notice of termination of employment whilst the employee is sick or disabled, unless such employee has been absent for a period as guided by the sick leave provisions in the Labour Act [Chapter 28:01].

(8) An employer may terminate the contract of employment for an employee for misconduct in terms of the Code of Conduct contained herein.

Trainees

13. All trainee employees shall be upgraded to stipulated grades as detailed in the table under the First Schedule on completion of training.

Part time employees

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

Subsistence allowance

15. An employee who is required to work as far from his/her usual place of work as to necessitate his/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/her wage, for the time during

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which he/she is away from home all necessary proven travelling, accommodation and subsistence expenses as directed by the employer.

Vacation leave

16. (1) An employee shall accumulate vacation leave at the rate of two and a half days for each month worked.

(2) An employee shall be entitled to proceed on vacation leave within thirty days of his/her application thereof; provided that where undue hardship would be caused to the employees, the employee shall be entitled to proceed on vacation leave within six weeks of his/her application thereof, provided such an employee is a skilled worker difficult to replace on short notice.

(3) An employer shall be entitled, on giving one month's written notice, to require an employee to proceed on his/her accrued vacation leave, or any portion thereof, at any time convenient to the employer.

(4) No employer shall permit an employee to accumulate vacation leave during a period of three years of continuous service with the same employer, without the employee proceeding on such accrued leave or any portion thereof, with weekend and public holidays being included when calculating the total number of leave days.

(5) An employee whose service is terminated for any cause whatsoever, shall be paid the cash equivalent of any leave which he/she has accrued and the amount of such payment shall be based on his/her current wage.

(6) Where an establishment observes an annual shutdown, the employees may be required to take their vacation leave during such annual shut down.

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

Special leave

17. Special leave on full pay not exceeding twelve days in a calendar year shall be granted by an employer to an employee;

- (a) who is required to be absent from duty on the instruction of a medical practitioner because of contact with an infectious disease;
- (b) who is subpoenaed to attend any court in Zimbabwe as a witness;
- (c) who is required to attend as a delegate or office bearer at any meeting of a registered trade union representing employees within the undertaking or industry in which the employee is employed;
- (d) who is detained for questioning by the police;
- (e) on the death of a spouse, parent, child or legal dependant;
- (f) on any justifiable compassionate grounds.

Any request for leave on compassionate grounds shall be considered at the sole discretion of the employer.

Industrial holidays

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

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

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

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

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at not less than double the hourly rate of wage of the employee.

Benefits during sickness

19. (1) The provisions of this section shall also apply to casual and part-time employees.

(2) If an employee, whilst at work claims to be unfit for work, owing to sickness or accident the employer shall give the employee sufficient time off to enable such employee to be examined by a medical practitioner.

(3) If an employee is incapacitated by sickness or injury, he/she shall be entitled to receive his/her current full wage and allowances during such incapacity for a period not exceeding, in aggregate, in any one year of service 90 days:

Provided that—

- (a) he/she is not entitled to any compensation on the payment in respect of such sickness or incapacity in the provisions of the National Social Security Authority Act [*Chapter 17:04*] or the State Service (Disability Benefits) Act [*Chapter 16:05*], or any similar enabling act relating to compensation; and
- (b) his/her sickness was not self-induced or his/her injury was not wilfully self-inflicted or undergoes medical treatment which was not occasioned by failure to take reasonable precautions; and
- (c) he/she produces a medical certificate to justify such an injury or sickness for any period exceeding three working days; and
- (d) such paid sick-leave shall not be cumulative from one year to another; and
- (e) such sick-leave shall not be considered as vacation leave; and
- (f) if medical treatment is sought, it is the employee's responsibility to apply for sick leave once they obtain medical certificate before going away; and

(g) if too sick, make best effort to use electronic or friend to remit to employer.

(4) If an employee—

- (a) for a number of periods aggregating 90 days in any one year of sick leave if he/she works a 48 hour week; or
- (b) has been paid his/her wage in terms of subsection (3) a continuous period of 90 working days or for a number of periods aggregating 90 working days in any one year of service, if he/she works a five-day week; or
- (c) is within that year of service, again certified by a medical practitioner as being unfit to work, he/she shall be paid half his/her wage by his/her employer for a further period or periods as the medical practitioner may certify him/her to be unfit, but not exceeding, in aggregate, 90 days, as the case may be, within any one year of service.

(5) An employee shall not be entitled to any additional leave in terms of subsection (4)—

- (a) if he/she is entitled, in terms of the National Social Security Authority Act [*Chapter 17:04*] nor the State Service (Disability Benefits) Act [*Chapter 16:05*], or any state enactment relating to compensation, to any compensation for the incapacity under which he/she is labouring;
- (b) if his/her sickness was, self-induced or his/her injury was wilfully self-inflicted.

(6) If an employee is absent from work for more than three consecutive days due to illness or accident, whether such sick-leave is paid or not, he/she shall cause a medical certificate to be sent to his/her employer to advise his/her employer the probable duration of his/her absence.

(7) Where no medical practitioner is available, a certificate issued by a State Registered nurse or State certified nurse or suitably qualified person employed in a state or Municipal clinic shall be accepted in place of a medical certificate:

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Provided that, where the period of sick-leave exceeds fifteen working days, the employee shall be required to furnish a certificate issued by a medical practitioner.

(8) The employer shall be entitled to terminate the contract of employment upon fulfilment of the provisions of subsections (3) and (4).

Maternity leave

20. (1) Maternity leave shall be granted to female employees for a period of 98 days on full pay.

(2) Female employees shall be granted maternity benefits in terms of section (18) of the Labour Act [*Chapter 28:01*] with amendments. During her period of maternity leave, her normal benefits and entitlements shall continue uninterrupted.

(3) Female employees shall proceed on maternity leave not earlier than the forty-fifth day and not later than the twenty first day prior to the expected day of delivery.

Trade Union membership and check-off system

21. (1) The check-off system for the collection of trade union membership fees due by any employee shall be those amounts notified to all employers from time to time by the trade union as it has determined as its fees.

(2) An employee agreeing to enter the check-off system shall complete, and shall sign and have duly witnessed, stop order, in a form prescribed by the appropriate trade union, authorising his/her employer to deduct from his/her wages that amount which constitutes his/her fees to the trade union using a copy of the trade union check-off system application form.

(3) Upon receipt of the trade union's fees, employers shall transmit these to the trade union together with a copy of the payment schedule showing all the contributing employees.

(4) An employer shall cease to make deductions in terms of subclause (1)—

- (a) after a month's notice period following the receipt by the employer of a duly witnessed order signed by the employee cancelling the stop-order unless such cancelling order is revoked before the end of the month period.
- (b) not later than one pay period following the receipt by the employer of a written notification by the trade union that the employee has been expelled by the trade union.

(5) Service charge in terms of section (52) of the Labour Act [*Chapter 28:01*] shall be deducted from all non-union members for the purpose of services rendered by the trade union and this shall be a once off payment after such service has been rendered and this shall be 2% from all non-union members.

Record of service

22. An employee whose services are terminated, for any cause whatsoever, may request a record of service from his/her employer. The record of service shall specify the period of service and the occupation of the employee.

Continuous service

23. (1) Continuous service shall be deemed to be broken only by the death, retirement or discharge of the employee concerned. Provided that an employee who is discharged and re-engaged by the same employer within six months of such discharge shall be deemed not to have broken his/her continuous service.

(2) A period of absence without the permission of the employer or a period of absence between discharge and re-engagement of less than six months, shall not be taken into consideration in calculating any benefits such as wages, leave, bonuses, etc.

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

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Protective clothing

24. (1) Every employer shall supply, free of charge, to each of his/her employees suitable safety and protective clothing and appliances appropriate to the trade or occupation of the employee concerned. Such safety and protective clothing and appliances shall be under the control of the employer. All employees working on sites with heights or cranes shall be provided with hard hats by their employer, free of charge.

(2) An employee shall, at all times, while at work wear or use safety and/or protective clothing or appliances supplied to him/her in terms of this agreement, and failure to do so shall absolve his/her employer from any legal liability arising from any incident or injury attributable to such failure.

(3) The safety and protective clothing and appliance shall remain the property of the employer but the care and maintenance thereof shall be the responsibility of the employee who shall return all such items in a clean and serviceable condition, fair wear expected.

(4) Occupations that could be hazardous to employee's feet are to be supplied with safety boots as when it is necessary. Industrial or rubber gloves shall be supplied to every employee whose work necessitates such protection.

(5) Protective clothing supplied to an employee shall become his/her property after 12 months of issue if the employee is responsible for mending, washing and otherwise maintaining such clothing.

(6) Subject to subsections (3) and (5), an employee may be required to reimburse the employer any part of the cost of any clothing supplied in terms of this section which has been wilfully or negligently lost or damaged.

Compulsory National Social Security Scheme

25. (1) In terms of the Pension and Provident Funds Act [Chapter 24:09], all employers are compelled to participate in the National Social Security Scheme, administered by the Government.

(2) On leaving employment, the employer must give the employee a summary of his/her contributions, displaying full names, total contributions, the national social security number, etc.

(3) Organisations are at liberty to have private pension schemes, if they so desire.

(4) With the advent of the National Social Security Scheme, the employer is deemed to have provided a pension scheme as a fund in terms of the Pensions and Provident Funds Act [*Chapter 24:09*].

Council dues

26. (1) All employers and employees in the Ceramics and Associated Products industry shall pay dues to the Council and all employers shall deduct the appropriate due from the wage or salary of each of their employees.

(2) Council dues shall be set by the National Employment Council from time to time.

(3) No council dues shall be payable by employee party where, owing to short-time working or other cause, an employee's pay is reduced to below twenty *per centum* of his/her normal wage or salary.

(4) No deductions shall be made in respect of an employee who is off-sick and not in receipt of sick leave pay or a substitute payment.

(5) Deductions shall be made in advance from the leave pay paid to an employee prior to his/her commencing leave.

(6) Each employer shall forward the total amount of the employees' and employers' dues, to be received by the office of the Council by not later than the fifteenth day of the month following that to which the dues relate. Failure to remit NEC dues may lead to prosecution at the discretion of Council. Payments after the fifteenth shall attract a penalty of 10% of outstanding dues on a monthly basis.

First Aid Equipment

27. (1) Every employer shall provide measures for emergencies and accidents, including First Aid, as required by the National Social

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Security (Accidents Prevention and Workers Compensation Scheme) Notice, 1990, published in Statutory Instrument 68 of 1990.

(2) Every employer in an establishment shall provide First-Aid equipment in a dust-proof container readily accessible to all employees in that establishment, which equipment shall comprise not less than a standard first aid kit as determined by the Health and Safety Ministry.

Registration of employers

28. (1) Every employer whose name was not on the register of the Council as at the coming into force of this agreement shall, within 14 days, notify the General Secretary of the following: —

- (a) Full name and business address—
 - (i) in the case of a single employer, his/her full name and, if he/she carries on a business under a trade name, such trade name in full;
 - (ii) in the case of two or more persons carrying on a business in partnership, the full names and addresses of the partners and manager, the full partnership or trade name and the address at which the partnership is carried on;
 - (iii) in the case of a corporate body, the full names and addresses of its directors and manager, the full registered name of the company and trading name, the address of its registered office, the address at which operations which fall within the scope of the agreement are carried on, the name of its holding company, if any, the names of its subsidiary companies, if any, together with their respective officers, the names of their respective directors and the addresses of all establishments owned or controlled by any of such company;
- (b) a description of the trade or operation carried on by the employer.

(2) The General Secretary shall enter in the council's register, the trading name of every employer who complies with the requirements of the council.

(3) Every employer shall display the certificate of registration issued in terms of the Companies and Other Business Entities Act [Chapter 24:31] in an accessible place for inspection by the council officials during visits, who should be given access to inspect in terms of the Labour Act [Chapter 28:01].

(4) Upon receipt of such intention by the employer to wind up his/her business the General Secretary shall ask the Executive Committee to verify the issue and report to the Council.

Penalties

29. (1) Attention is drawn to section 82(3) of the Labour Act [Chapter 28:01], which reads, “Any person who fails to comply with the provision of a collective bargaining agreement which is binding upon him/her shall, without derogation from any other remedies that may be available against him/her for its enforcement—

- (a) commit an unfair labour practice for which redress may be sought in terms of Part XII of the Labour Act [Chapter 28:01]; and
- (b) be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding one year or to both such fine and such imprisonment.”

Gratuities on termination of employment

30. (1) Subject to the provisions of subsections (4), an employee who has completed two or more years of continuous service shall, on the termination of such service, irrespective of the circumstances of such termination, be paid a gratuity of not less than the amount derived by multiplying the appropriate percentage of his/her current monthly wage by the number of completed years of continuous service, as set out in the Third Schedule.

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

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(3) Notwithstanding the provisions of subsections (1) and (2), if an employee is a member of a pension fund which provides for the employee, or his/her dependants, to receive an amount in excess of the employee's own contributions together with interest, then the gratuity payable in terms of this subsection shall be reduced by such excess.

In the event of the benefit due being a pension, or deferred pension, the value of the pension, or deferred pension, shall be compared with the gratuity payable plus the refund of the employee's own contributions with interest and if the pension or deferred pension, is less than the gratuity and refund of contributions, then the difference shall be paid in cash by the employer.

(4) Notwithstanding the provisions of this section, an employer may:—

- (a) set off against, and deduct from, any amount payable in terms of this section any sum owed to the employer by the employee or by his/her estate in terms of a civil judgement in favour of the employer and arising out of theft or fraud committed by the employee;
- (b) if, before an amount payable in terms of this section has been paid, the employer has—
 - (i) laid criminal charge of theft or fraud against the employee; or
 - (ii) caused a civil summons to be issued, claiming from the employee, or his/her estate, a sum alleged to be owed to the employer by reason of theft or fraud committed by the employee;

withhold payment of the sum specified in the charge or summons, as the case may be, until the charge or claim has been finally determined.

(5) If the court proceedings arising from a charge or summons referred to in subsection (4) lapse, or if when the proceedings are finally determined, the employer does not obtain civil judgement for the full sum withheld by him/her in terms of paragraph (b) of that

subsection, the employer shall, within seven working days thereafter, pay the whole or the balance of that sum, whichever is appropriate, to the employee or his/her estate, as the case may be, together with interest thereon at the rate of six per centum per annum from the date on which the gratuity should otherwise have been paid.

(6) In this section “civil judgement” includes an award of compensation or restitution in terms of Part XIX of the Criminal Procedure and Evidence Act [*Chapter 59*].

Copy of agreement and notice

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

(2) Every employer shall exhibit on notice board, the starting and finishing times, total hours per week.

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

Exemption

32. (1) The Council in its sole discretion and upon such terms and conditions as it may determine, grant exemption, in writing, from any of the provisions of the Collective Bargaining Agreement to an employer or an employee who has submitted his/her application for exemption.

(2) Applications for exemption in terms of subsection 32.1 shall be made in writing to the council, giving reasons thereof.

(3) Any such exemption granted may be withdrawn by the Council at any time, in its sole discretion.

(4) The Exemption Committee may, at any time in respect of an applicant to whom an exemption has been granted, revoke or

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amend that exemption, as the case may be, and such revocation or amendment shall have effect from such date as the committee may fix.

(5) Any employer or employee whose application has been rejected, may, within 14 days, lodge an appeal, in writing, to the Council who shall determine the appeal within 14 days of its receipt. The rejection, revocation or amendment of that appeal, shall remain valid pending the determination of that appeal.

(6) If the Exemptions Committee is unable because of lack of unanimity to reach a decision, an arbitrator shall be appointed by Council. The arbitrator shall determine the matter within 14 days of its receipt by him/her, and his/her decision shall be final and binding under this agreement.

(7) Any unexpired exemption under any previous regulations or agreement which operated in the industry, and to which the provisions of this agreement are relevant, shall have effect in relation to this agreement only for a period of 6 months after its publication or until the exemption expires, whichever time occurs first.

Code of Conduct and Grievance Procedure

33. (1) The Code of Conduct and Grievance Procedure set out in Fourth Schedule shall be observed by all employers and employees:

Provided that, if necessary, an employer may, with the approval of Council, adapt or simplify the code in detail but not in principle to suit the circumstances of his/her particular establishment.

(2) All disciplinary cases and discharges shall be dealt with in accordance with the Code, and in any such instances which are not covered by the Code, there shall be dealt with having due regard for the spirit and intention of the Code.

Declaration

34. The Employers' Organisation and the Trade Union, having arrived at the agreement set forth herein, the undersigned hereby declare that the foregoing is the agreement arrived at and affix their

signatures hereto.

Signed in Bulawayo on behalf of the employers and employees on this 16th day of June, 2021.

THEMBA KHUMALO,
Chairperson,
N.E.C Ceramics and Associated Products Industry.

CHARLES MSIMANGA,
Employers' Association Representative,
N.E.C Ceramics and Associated Products Industry.

ALFRED MPOFU,
General Secretary,
N.E.C Ceramics And Associated Products Industry.

EDMORE NGWENYA,
Trade Union Representative,
Ceramics and Associated Products Workers Union.

FIRST SCHEDULE

CLASSIFICATION OF OPERATIONS AND OCCUPATIONS

Grade 1

Bisque cleaner
Blower
Tile packer
Cleaner/Sweeper
Clay preparer
Crusher
Cutter
Jigger
Jolly assistant

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General worker/Office cleaner
Tea maker
Canteen attendant
Miner
Belt minder
Lorry loader/Stacker

Trainees:

Miner
Packer/Sorter
Fettler
Pourer
Handle fitter
Hand thrower
Kiln packer/Drawer
Mixer attendant
Machine/Hand fettler
Transfer/Gold line applier
Trimmer
Penner
Pallet maker

After one year, Grade 1 trainees are gradually upgraded to respective grades following successful completion of basic training.

Grade 2

Extruder operator
Green-ware Sorter
Kiln attendant
Tile machine attendant/Belt minder
Scooter driver
Fork lift driver
Excavator driver (mining)
Fettler
Hand-press operator
Trainee caster
Trainee jigger/Jolly operator
Trainee production mould maker
Pourer
Trimmer

Miner

Blast furnace operator

Grade 2 trainees are upgraded to their respective grades on completion of a further year in this category.

Grade 3

Cup machine fettler

Hand caster

Bisque sorter

Machine fettler

Dispatch packer/Tile packer

Trainee decorator

Trainee hand painter

Office messengers

Boiler attendant

Fuel attendant

Grade 4

Bisque sorter

Fork-lift driver

Cutter and press

Glost sorter/Grinder

Hand/Press moulder

Handle fitter (cup section)

Internal security/Watchman

Kiln packer/Drawer

Trainee hand thrower

Trainee sprayer/Dipper

Mixer attendant

Assistant quality controller

Pallet feeder (tile machines etc)

Crane operators

Winch or hoist operators

Weigh bridge attendant

Grade 5

Bisque supplier

Caster

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Glaze cleaner and cranker
Jigger and jolly operator
Transfer/Gold line applier
Cup machine operator
Roller head operator
Tile machine operator
Driver (Class 3)
Fitter's assistant
Gas station attendant

Grade 6

Bisque store attendant
Production clerk
Assistant cook
Clerk e.g. site clerk, storeman, wages clerk, checker with a minimum of "O" level
standard of education

Glaze mixer
Hand decorator/Artist
Trainee fitter and turner
Printer
Production mould maker
Semi-skilled worker (class 4)
Sprayer/Dipper
Driver/External messenger (class 4)
Receptionist

Grade 7

Hand thrower
Leading hand
Quality checker
Merchandiser

Grade 8

Laboratory assistant
Senior clerk
Senior leading hand
Semi-skilled worker (Class 3)
Cook (canteen)

Grade 9

Driver (classes 1 and 2)
Semi-skilled builder (class 2)
Semi-skilled electrician (class 2)
Semi-skilled fitter (class 2)
Semi-skilled welder (class 2)
Semi-skilled motor mechanic (class 2)
Kiln operator

Grade 10

Charge Hand
Cook

Grade 11

Canteen supervisor
Stores supervisor
Master mould maker
Quality controller
Profile maker

Grade 12

Skilled worker—Artisan (class 1)
Foreman
Kiln technician
State registered nurse

SECOND SCHEDULE

MINIMUM WAGES

COLLECTIVE BARGAINING AGREEMENT 1 MARCH 2021 — 30 JUNE
2021

Wages shall be paid in the currency of the USD Dollar.

<i>Grade</i>	<i>2021 Minimum wages</i>
1	100,00
2	104,00
3	108,00
4	112,00
5	16,00

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<i>Grade</i>	<i>2021 Minimum wages</i>
6	121,00
7	126,00
8	131,00
9	136,00
10	141,00
11	147,00
12	153,00

THIRD SCHEDULE

GRATUITY SCHEDULE

<i>Length of Service Years</i>	<i>Percentage of monthly wage on termination of employment %</i>
2	12
3	13
4	14
5	15
6	16
7	17
8	18
9	19
10	20
11	21
12	22
13	23
14	24
15	25
16	26
17	27
18	28
19	29
20	30
21	31
22	32
23	33
24	34
25	35
26	36
27	37
28	38

<i>Length of Service Years</i>	<i>Percentage of monthly wage on termination of employment %</i>
29	39
30	40
31	41
32	42
33	43
34	44
35	45

FOURTH SCHEDULE

CODE OF CONDUCT AND GRIEVANCE PROCEDURES

CHAPTER ONE

INTRODUCTION AND DEFINITION OF TERMS

1.1 Name of the Code of Conduct

This Employment Code of Conduct shall be known as the Employment Council Code of Conduct (herein after referred to as the Code) as formulated, negotiated and registered in terms of Statutory Instrument 379 of 1990 as read with provisions of section 101 of the Labour Act, [*Chapter 28:01*] of 1996 as amended from time to time.

1.2 Scope of the Code of Conduct

The Code shall apply to all non-managerial employees of the Ceramics and Associated Products Industry in Zimbabwe, (hereinafter referred to as Ceramics and Associated Products Industry in Zimbabwe)

1.3 Aims of the Code of Conduct

- 1.3.1 The overriding aim of this code is to encourage and protect workplace harmony at the workplace and thus enhance productivity.
- 1.3.2 To enable the employer and employees of the Ceramics and Associated Products Manufacturing Industry to resolve disciplinary and grievance problems at the workplace.
- 1.3.3 To set uniform standards of conduct and performance at the workplace and to maintain discipline.
- 1.3.4 To expeditiously identify, thoroughly and carefully investigate and correct conduct, which is in breach of this code at the workplace.
- 1.3.5 To provide for equitable and consistent treatment of disciplinary cases.

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- 1.3.6 To ensure transparency in the administration of discipline and grievance handling by providing clear rules on work place conduct and penalties for any breaches thereof.

1.4 Guiding Principles of the Code of Conduct

- 1.4.1 The main principle of this code is to prescribe expected workplace behavior and correct employees who violate the rules, rather than to administer retributive punishment in the first instance.
- 1.4.2 To enable all employees to enjoy all rights as enshrined in the Labour Act [*Chapter 28:01*] and its subsidiary legislation that may be promulgated from time to time.
- 1.4.3 To observe the rules of natural justice which shall include, but not limited to the following—
- (a) non-personalisation of the disciplinary and grievance matters;
 - (b) the need for a just and thorough and careful investigation prior to any charge and determination of any penalty or corrective measures against an employee;
 - (c) the right of the defendant to be heard before a decision is made on the case against him/her. This includes the right to call all evidence to the case and to question eye witnesses;
 - (d) the employee’s right to use any language of choice at any disciplinary and/or grievance hearing provided there is an interpreter when need arises;
 - (e) the right of any party to appeal against any decision and/or penalty.

1.5 Binding nature of the Code

The National Employment Council for Ceramics and Associated Products Code of Conduct has been negotiated, agreed and signed under the authority of joint sitting of the Ceramics Employers Association hereinafter referred to as Ceramics Employers Association and the non-managerial employee organization hereinafter referred to as Ceramics and Associated Products Workers Union and in terms of Statutory Instrument 379 of 1990 read with Section 101 of the Labour Act [*Chapter 28:01*] as amended from time to time.

1.6 Interpretation and Definition of Terms

“Appeals Committee” Is a committee that hears appeals on the disciplinary committee decisions, this includes appeals authority appointed in terms of section 2.1.5.

“Code” National Employment Council Code of Conduct as agreed and registered in accordance with section 101 of the Labour Act [*Chapter 28:01*] read with Statutory Instruments 379 of 1990.

- “Employee” Any person who works for the Ceramics and Associated Products Industry in any capacity including Managerial and non-Managerial employees.
- “Supervisor” An employee who has responsibility for other employees both in terms of behavior and work performance as well as for implementing, enforcing the rules and penalties of the code.
- “Superior” A person of a higher grade than the defendant employee.
- “Breach” Misconduct as a result of an act or omission that violates the rules of this code and other regulations which govern the Ceramics and Associated Products Industry.
- “Hearing Official” Any Managerial employee, appointed by the Human Resources Representative or nominee to preside over a disciplinary hearing session or grievance meeting but must not be the defendant’s head of department. He/she must be neutral and from another department where possible.
- “Disciplinary Committee” A committee consisting of the hearing official together with up to 2 employer representatives who are chosen through the Human Resources Representative and up to 2 workers’ representatives appointed by the workers representative. For a quorum to be present there must be the chairperson, one employer representative and one workers’ representative.
- “Managerial Employee” Means an employee who by virtue of his/her contract of employment or seniority in an organisation may be required or permitted to hire, promote, transfer, suspend, lay off, dismiss, reward, discipline or adjudge grievances of other employees.
- “Non-Managerial Employee” Means an employee without managerial duties and covered by this Code of Conduct.
- “Grievance” Is a violation of workers rights or feeling or belief that an injustice or unfair treatment has been suffered.
- “Hearing Official” Is an individual that presides over disciplinary/ Grievance Hearings and includes appeals.
- “Committee” Means any hearing committee, grievance, disciplinary or appeals committee.
- “HR Representative” Any managerial employee with Human Resources Management
- “Gender” He means she and vice versa.
- “Live Warning” Shall refer to a warning, which has not expired.

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- “Head of Department” A managerial employee who heads a Department or any person acting in his/her capacity
- “Complainant” An employer representative who advances the company’s case against a defendant employee.
- “Working day” For the purposes of reckoning of time for which any process has to be carried out in terms of this code working day shall mean Monday to Friday and shall exclude Saturday, Sunday and Public Holidays.
- “Workplace” Any place where employees are gathered to do the Ceramics and Associated Products or a single employee is deployed to work in the Ceramics and Associated Products Industry. This shall include all Ceramics and Associated Products Industry vehicles and events or any function organised by the employer party.
- “Over time” Over time worked in excess of the ordinary hours of work for any employee. For N.E.C covered employees, the definition given in the Collective Bargaining Agreement shall apply if any is available.
- “Verbal Warning” Warning to a subordinate given by an immediate superior in the presence of a worker representative.
- “Works Council” Means a bi-partite for a, which is composed of equal representation from the employers and employees at a workplace.
- “Chief Executive Officer” Any managerial employee who is the head of any company or organisation in the Ceramics and Associated Manufacturing Industry in Zimbabwe.
- “H.O.D” Means any managerial employee who heads a department or section or norminee.
- “Appropriate Trade Union” Any registered Trade Union whose scope of coverage includes the Ceramics and Associated Products Manufacturing Industry in Zimbabwe.

CHAPTER TWO

DISCIPLINARY PROCEDURES

2.1. Composition of the Disciplinary Committee for Employees

- 2.1.1 Reference to a Disciplinary Committee in this Code shall be read to also denote a Disciplinary Authority.
- 2.1.2 The Disciplinary Committee shall consist the Hearing Official and up to two (2) worker’s committee representatives and up to two (2)

management representatives. The Human Resources representative shall appoint the Hearing Official and management representatives while the Worker's Committee shall appoint representatives from within the worker's committee members.

- 2.1.3 No member shall be appointed to the Disciplinary Committee or to be a Hearing Official and/or shall accept appointment to the committee if he/she has personal interest in the matter that is to be heard.
- 2.1.4 Personal interest shall include relationship with the offender and/or direct interest in the matter as a witness or complainant.
- 2.1.5 The Human Resources representative or his/her nominee shall appoint a managerial employee to act as a Hearing Authority or Appeals Authority as the case may be, or acting alone, should it not be possible to appoint Disciplinary Committee or for the appointed Disciplinary Committee to convene and adjudicate over a disciplinary case. This may be due to:
 - (a) The unavailability of management or the worker's committee representatives to be seconded to the Disciplinary Committee.
 - (b) The dissolution of the worker's committee by its members.
 - (c) A deliberate decision by the appointed representative(s) not to sit or continue sitting in the disciplinary committee and there being no one else available to act as an alternative.

2.2 Composition of Appeals Committee for Employees

Appeals committee for non-managerial employees shall be made of two HODs appointed by Human Resources Representative and one of whom shall chair the Appeals Committee and one workers committee representative chosen by the workers committee where an Appeals committee is not possible to set up, provisions of section 2.1.5 shall apply in the appointment of an Appeals Authority.

2.3 Disciplinary Hearing Procedure

- 2.3.1. The authority of first instance in a disciplinary matter shall be the alleged offender's supervisor or the Head of Department, whichever is applicable.
- 2.3.2 When an act of misconduct is alleged to have been committed, the supervisor concerned shall investigate the matter and obtain written statements from the alleged offender and anyone else involved or who witnessed the matter. Investigations should not take longer than 14 days except where there are special/exceptional circumstances.

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- 2.3.3 When, at the completion of the investigation, the immediate supervisor has satisfied himself/herself that the alleged offender has no case to answer, he will record the details of the alleged offence and the basis of his findings before closing the case. The alleged offender will be informed in writing that he has no case to answer. A copy of this record will be sent to the Human Resources department or his/her nominee for noting and filing only. This information will not form part of the employee's disciplinary record.
- 2.3.4 When, at the completion of the investigation, the immediate supervisor finds that the alleged offender has a case to answer, the supervisor will forward the Complaint Form 1 to the Human Resources representative or his/her nominee.
- 2.3.5 The Complaint Form statements obtained during the investigation, the investigation report and any other pertinent documents forwarded to the Human Resources representative or his/her nominee who shall be passed to the Hearing Official.
- 2.3.6 The Hearing Official, after receiving the documents stated in clause 2.3.5 and after satisfying himself/herself that the alleged offender has a case to answer using Complaint Form 3 shall issue a Notification of Disciplinary Complaint Form detailing the offence, the specific provision of the Code of Conduct that has been allegedly violated and the date, time and place of the hearing. Service should be on the alleged offender personally or at his/her last known address. The alleged offender shall be afforded at least three (3) working days to prepare for the hearing.
- 2.3.7 The hearing Official and his/her disciplinary committee shall conduct the hearing following set procedure and observing principles of natural justice.
- 2.3.8 The Disciplinary Committee shall decide on the appropriate verdict and penalty after analysing submissions from both parties.
- 2.3.9 The decision of the Disciplinary Committee shall be by consensus, failing which by majority vote. The decision of the Disciplinary Committee will be accompanied by summary of reasons justifying the verdict and penalty, duly signed by all members. Notwithstanding the provisions, a member's refusal to sign the verdict and penalty will not invalidate the determination as long as the Hearing Official has signed.

- 2.3.10 The disciplinary process must be completed within fourteen (14) working days from the date of issuing the Notification of Disciplinary Charge sheet.
- 2.3.11 Should there be reasonable grounds, the disciplinary process can be extended beyond the fourteen (14) days stipulation by mutual agreement of the parties to the dispute.

2.4 Suspension

- 2.4.1 Appropriate Action to be taken by Supervisor/superior when a Breach is Committed or Reported or alleged to have been committed.

When a breach is alleged to have been committed, the Supervisor/superior concerned shall investigate and either dismiss the case or give a verbal warning or lay a formal disciplinary complaint in writing in the complaint form. The Supervisor may, if deemed necessary, consult a Workers' Committee representative before taking action to formalise a Disciplinary Hearing.

2.4.2—

- (a) Where a Supervisor/superior strongly believes that circumstances require an employee to be temporarily removed from the workplace pending investigation of the case, he/she shall, report the matter to the Head of Department who shall decide on the issue of temporary removal or non-removal from the workplace and accordingly request the Human Resources Representative to effect a suspension or any other form of removing the defendant from the work place.
- (b) An employee shall be temporarily removed from the workplace if it is deemed that his/her continued presence is likely to lead to a disturbance, or interfere with investigations or when it is necessary to avoid injury to persons or loss or damage to the company concerned. An employee shall be suspended with or without pay and benefits for the periods during which he/she is temporarily suspended from the workplace.
- (c) In the event that a Supervisor/superior's head of department is not on duty, such Supervisor/superior shall have the right to decide on the immediate removal of any worker whom he/she deems unfit to work.

- 2.4.3 Breaches at work for which temporary removal from the workplace is mandatory.

An employee must be temporarily removed from the workplace immediately with or without pay and benefits if he/she is alleged to

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have committed or is alleged to be involved in any of the following breaches:

- (a) Assault
- (b) Consuming intoxicating liquor or drugs at work.
- (c) Being, in the opinion of his/her Supervisor, unfit to carry out his/her duties e.g. being under the influence of intoxicating drinks, drugs or any other substances.
- (d) Fighting.
- (e) Theft or Fraud.
- (f) Any act or omission, which may endanger the health or safety of others, or is likely to cause damage to the company's property.
- (g) Any case in the opinion of the supervisor in consultation with the human resources representative justifies removal of employee in the interest of workplace harmony or just handling of the case.

2.4.4 Breaches at work for which Temporary Removal from the workplace is advisable

- (a) Abusive or provocative language.
- (b) Insubordination (if the situation shows signs of getting out of control).
- (c) Threatening violence or acting violently.

3. ROLE OF THE DISCIPLINARY COMMITTEE

General guidelines on how to handle disciplinary matters and hearings.

- (i) The duty to raise a disciplinary/complaint form lies with the HODs, Supervisors/Superior.
- (ii) It is however advisable that HOD or supervisor should first counsel their subordinates and always endeavor to resolve disputes informally before completing complaint forms to Human Resources Department. This stage includes the HOD or supervisor's right to serve verbal warnings to his/her staff in the presence of worker's representatives.
- (iii) The hearing into any case must be conducted within 14 working days after appointment of the Disciplinary Committee. The Disciplinary Committee shall be chaired by an Employer Representative who shall be the hearing official.
- (iv) In hearing a case the Committees and hearing officials shall observe the principles and provisions of the rules of natural justice.

- (v) Either party has the right to be accompanied by a representative from amongst fellow employees, appropriate trade union or a legal practitioner or other person of choice. The representative may help a respective party to state his/her case, which includes the right to ask relevant questions to any witnesses called to the hearing and may draw the attention of the appropriate Committee to any pertinent matters from the evidence presented in the course of the hearing.
 - (vi) Prior to the hearing, the Hearing Official shall explain the National Employment Council's Code of Conduct disciplinary procedure as well as outline the rights of the defendant and the complainant during the hearing.
 - (vii) Having ascertained that the particulars on the complaint form or charge sheet are correct, the Hearing Official shall read the charge to the defendant and ensure that it is fully understood. If the employee is represented, his/her representative should confirm that the charge is fully understood.
 - (viii) The defendant is then asked to answer to the charge and is permitted to make any further pertinent comments he/she may wish, notwithstanding the fact that he/she may have already made a written statement.
 - (ix) If during the course of the hearing the Disciplinary Committee on its own initiative or at the request of the defendant or complainant or their representatives finds it necessary to obtain further information, the case may be adjourned to allow further investigation to be undertaken, such adjournment shall create a waiver on time limit.
 - (x) Having satisfied itself that each party to the dispute has been given enough time to be heard, the Disciplinary Committee shall call both parties to make closing submissions, aggravating and mitigating before decision making.
 - (xi) The Disciplinary Committee shall be finally given the opportunity to independently consider the facts gathered and make a determination then communicate a penalty to the defendant.
- 3.1 If the employee is found to be innocent, he/she shall be advised accordingly and the complaint form endorsed "case dismissed". The defendant's disciplinary record shall thus be cleared of all reference to the case and he/she shall be informed in writing by a representative from Human Resources.
- 3.2 Where the defendant has been found guilty the Disciplinary Committee shall proceed to determine an appropriate penalty, however taking into account the following—

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- (a) The employee's record of service and live disciplinary record.
- (b) Any mitigating or aggravating circumstances.
- (c) Comments by the defendant's representative.
- (d) Human Resources Representative who shall provide advice throughout the disciplinary and appeals process but shall not have decision making powers. The Human Resource Representative who set in the disciplinary hearing shall not sit in the Appeals hearing. Where there is no Human Resource representative the hearing may proceed if there is a quorum.

3.3 APPEALS PROCEDURE TO THE DISCIPLINARY APPEALS COMMITTEE

- 3.3.1 Any party to the dispute who is aggrieved by the Disciplinary Committee decision in terms of section 3.2 may within five working days of being notified of such decision appeal to the Appeals Committee using form 5 of the Code.
- 3.3.2 Form 5 shall be served to the Human Resources Representative.
- 3.3.3 Where the defendant appeals out of time limits, such an appeal shall be at the discretion of the appeals committee. The Committee shall be guided by reasons for the delay and prospects for success.
- 3.3.4 A duly received appeal shall be submitted to the Disciplinary Appeals Committee or Appeals Authority and the latter shall either conduct a hearing into the case or decide to consider the facts on record only and, in particular shall—
 - (a) Request the Human Resources representative to notify the appellant in writing of the date, time and place of the pending appeal hearing by completing form 7.
 - (b) Request the Human Resources representative to submit all investigated evidence, in whatever form, relating to the alleged offence including record of disciplinary hearing.
 - (c) Afford the employee the opportunity to present his/her grounds of appeal however with a strict observation that the appellant does not bring in new evidence without leave of the Appeals Authority.
 - (d) Conduct the hearing generally in accordance with the principles of natural justice.
 - (e) Pass a decision on the matter within five working days of receipt of the case.

3.3.5 If after conducting the hearing and the Disciplinary Appeals Committee is—

- (a) Satisfied that the employee is not guilty of an offence in terms of this code, it shall order the Human Resources Representative to advise the employee accordingly.
- (b) Satisfied that the employee has committed an offence, it may impose the appropriate penalty and advise him/her accordingly. Prior to imposing a penalty, the Appeals Committee shall take into account the following—
 - (i) The employee's record of service and disciplinary record.
 - (ii) Any mitigating or aggravating circumstances.
 - (iii) Comments by the employee's representative.
 - (iv) Human Resources representative advice, if any.
- (c) The Appeals Committee or Authority may order the case to go back to be re-head on grounds of procedural or substantive injustices or irregularities.

3.3.6 In all cases, live warnings for similar offences shall be taken into consideration when deciding on the penalty.

3.3.7 In the event that there is no quorum after charging an employee the employer shall wait 30 days before remitting the case to the Labour Officer for disposal in terms of the Labour Act [*Chapter 28:01*] section 101(6) read with section 93 or can be disposed of in terms of section 2.1.5 where there is no Appeals Committee.

3.3.8 An appeal shall lie in terms of the Labour Acts [*Chapter 28:01*] of Zimbabwe, to the Labour Court from any decision of the Disciplinary Appeals Committee or Appeals Authority. However, the employee and employer may agree on an arbitrator in lieu of an appeal to the Labour Court and such an arbitrator's ruling shall be final and parties shall carry Arbitration costs if any.

4. GENERAL PRINCIPLES AND GUIDELINES TO BE OBSERVED BY THE DISCIPLINARY AND APPEALS COMMITTEES

- 4.1 Members of the Disciplinary, Grievance and the Appeals Committees shall always be neutral and must be seen to be neutral.
- 4.2 The formalities prescribed by this Code are merely minimum standard guidelines, The Committees shall conduct all their hearings in such a manner, as they consider most suitable to the clarification of issues before it. Generally the rules of natural justice in handling the proceedings and arriving at the truth must be observed.

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- 4.3 The Hearing Official or any other member, may at the hearing question any party or his/her representative or witness, provided that all questions from the Committee members shall be for the purpose of clarifying issues before the Committee, and not to further the case of either party.
- 4.4 The Hearing Official in any of these Committees shall assist, at the request of any party to call any witness believed to be necessary for clarification of the issues before the committee. Where any party is genuinely unable to bring his/her own witness, a request shall be put before the Hearing Official during a session, and the Hearing Official shall send the request stating—
- (a) How and/or why such witness is believed to be necessary.
 - (b) What efforts the requesting party has made to call the witness.
 - (c) Why the party so requesting considers he/she has genuinely failed to secure the attendance of such witness.
- 4.5 If the request is granted, the Hearing Official shall ensure that the required witness is located and invited to attend, the witness shall sign all three copies to acknowledge receipt and retain one. The other two copies shall be returned to the Hearing Official as proof of Service. This shall apply where the witness concerned is an employee of the undertaking.
- 4.6 All disciplinary papers shall be served to the defendant personally or the place of work, when he/she is not on suspension. Where defendant refuses to sign the papers, the proceedings shall go on with the defendant deemed to have entered a not guilty plea. Where he/she is on suspension, papers shall be served at the official residential address provided by the defendant for the purpose of his/her personal file. At such residential address, the papers shall be served on defendant personally or to any responsible person at the residence. Where there is evidence that the employee and his/her co-residents at the residential address are deliberately avoiding the papers, it shall be adequate to leave them in a letter box or under the door or by tying it to the defendant gate or some other such place within his/her yard.
- 4.7 Where the defendant employee or complainant defaults attending, having been duly informed and the Committee has evidence of notification, it shall—
- (i) Allow the defaulting party half an hour from the communicated time of commencing proceedings. Time shall be measured using the Hearing Official's watch.

- (ii) Thereafter call the session to order and admit into the record of proceedings evidence of notification of day, time and place of hearing served on the defendant employee. Where the committee satisfies itself that the employee was properly served but refused to sign to acknowledge receipt, then the committee shall proceed to hear complainant's case and thereafter make a determination and/or penalty in absentia.
- 4.8 Even in the absence of the defendant, complainant and his/her representative, the case shall still be considered. The committee shall determine whether or not the defendant employee is guilty of the alleged breach of this code in absentia. If he/she is not, the committee shall determine that he/she is innocent. However, if the committee is satisfied that he/she is guilty, it shall so find and proceed to impose the appropriate penalty in terms of this code. Where the defendant employee has refused to acknowledge receipt of any disciplinary process, the outcome of the proceedings shall be communicated to him/her by registered post.
- 4.9 Where a party and or his/her representative leave while the hearing is in session, the hearing shall continue without such party or his/her representative.
- 4.10 Where the need is deemed necessary by the Hearing Official, an interpreter shall be made available by the employer at no cost to the defendant employee.
- 4.11 Each party shall endeavor to call all its evidence before the appropriate Committee however by all means, avoids the calling of additional evidence before the appropriate Appeals Committee. The appropriate Appeals Committee shall concentrate on the facts on record and the level of justice exercised by the lower Committee in handling of the matter.
- 4.12 At the initial hearing the verdict shall be communicated immediately where possible and penalty shall be communicated within five days. At appeal stage the verdict and penalty shall be communicated within five working days.
- 4.13 Where one sits as part of the disciplinary committee or grievance committee member, he/she shall not avail himself to participate in appeals proceedings.

4.2 POSTPONEMENTS

- 4.2.1 Generally, a matter properly set down for a hearing shall not be postponed except for a good cause shown by the party seeking the postponement. For avoidance of doubt, a postponement shall be granted where reasons for the postponement shall indicate why—

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- (i) The postponement is necessary for the clarification of issues to be considered in a decision by the disciplinary committee.
- (ii) The postponement is necessary for the adherence to the procedures, with a view to arriving at the truth;
- (iii) Above all, the postponement is, for no fault of the party seeking it and unavoidable.
- (iv) Necessary postponements resulting in non-compliance with time limits set out in this code shall not be regarded as breaches of the code.

4.2.2 Postponements on any one case shall be restricted to three times.

4.3 RECORD OF PROCEEDINGS

- 4.3.1 It is imperative in the individual's and the company's interests that all proven, acquitted breaches and disciplinary proceedings are accurately recorded.
- 4.3.2 Statements, complaint forms, record of the hearing and other disciplinary records should be retained, as these may be required for future reference.
- 4.3.3 The person providing secretarial service shall record proceedings only and not participate in the hearing and shall either record verbatim or make a detailed summary.

4.4 SPECIFIC ROLES OF THE PARTIES

- 4.4.1 The maintenance of discipline is strictly a function of Management. Officials responsible for Human Resources are available to assist both parties at every stage of disciplinary proceedings and can advise on the seriousness of breaches and any implications of proposed disciplinary action on Industrial Relations. As far as possible, that disciplinary action and procedures are consistent in all departments and are in conformity with this code.
- 4.4.2 Human Resources representatives should be available to advise employees on all disciplinary matters.
- 4.4.3 The Human Resources representative shall not impose penalties nor hear cases except in respect of their own subordinates.
- 4.4.4 The Human Resources representative is responsible for—
 - (a) Ensuring that the complaint form properly identifies the breach and is correctly completed.

- (b) Ensuring that the employee is aware of the breach against him/her.
- (c) Interviewing and taking statements from the employee and the witnesses. Statements must be read over to the individual concerned, witnessed and duly signed as being correct.
- (d) Investigating the domestic circumstances of the employee when it is felt to be necessary e.g. when a domestic crisis is offered as reason for absence or in support of a plea of mitigation.
- (e) Ensuring that all facts are collected, marshaled and presented without bias.
- (f) Ensuring that under normal circumstances, all employees bring their grievance to their first level of Line Supervisor. However, in some circumstances some employees may feel more comfortable approaching the Human Resources department who shall refer the matter to the appropriate Line Supervisor.
- (g) Ensuring that all employees' disciplinary record remain part of the employees' record of employment and shall remain/or shall not be destroyed for at least five years after the employee has left employment.

CHAPTER THREE

CATEGORISATION OF ACTS OF MISCONDUCT

3.1 Absenteeism without reasonable excuse

- (i) Unauthorised absence from duty from any period of time up to 1 day without a reasonable cause.
- (ii) Unauthorised absence from duty for a period of between two and four working days.
- (iii) Unauthorised absence from work for a period of five or more working days without leave or reasonable cause.
- (iv) Unauthorised absence from duty when permission has been refused.

3.2 Breaches Relating to Sub-Standard Performances

1.2.1 Poor Timekeeping and Related Breaches

- (a) Reporting late for work over two consecutive occasions or three times within a space of two weeks.
- (b) Leaving work early by over two consecutive occasions or three times within a space of two weeks.

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- (c) Extending or unauthorised breaks during working hours without a reasonable excuse at any given time.
- (d) Unauthorised absence from a workplace.

3.2.2—

3.2.2.1 Sleeping on duty

Any employee who, being found asleep on duty whether or not such action constitutes a hazard to the safety and health of the offender or others, or leads to damage to company's property, shall be guilty of an offence.

- 3.2.2.2. ii Sleeping on duty where damage to property and injury to individuals occurs or where potential for such damage or injury is clearly discernible.

3.2.2.3 Negligent, Loss, Damage or Misuse of Company's Property

- (a) Negligent Loss of company Property

Any act in which an employee through carelessness or negligence loses company's property or is unable to account for it satisfactorily.

- (b) Gross Negligence and substantial damage or loss of Company Property

Any act in which an employee through carelessness or negligence causes or allows company property in his/her charge to become damaged.

- (c) Misuse of Company Property

Using company property for purposes other than that for which it is intended

3.2.2.4 Unsatisfactory Work Performance

- (a) Carelessness

Performance of a task or duty without the exercise of due care and attention.

- (b) Habitual or Substantial Neglect of duties

Failure to exercise proper care and regard to the manner of discharging duty to the extent that tasks have to be repeated or equipment or persons are at risk of damage or injury.

- (c) Inefficiency

Failure to carry out work to the required standard (standards have to be set).

- (d) Loafing
Passing time idly.
- (e) Incompetence
Lack of skill/ability to perform in a given job or a task within a specified period as per required standard within the limits of the incumbent's trade of qualification and experience.

3.3 Breaches Relating to Indiscipline or Disorderly Behavior

3.3.1 Disobedience and related breaches.

- (a) Failure to obey a lawful instruction
- (b) Refusing to obey a lawful instruction
Deliberate refusal to carry out a lawful instruction given by a person in authority.
- (c) Non-Compliance with established Procedures/Standing Instructions
Failure to follow established company procedures or failure to handle complaints or grievances in the prescribed manner.
- (d) Refusal to work overtime when there is an obvious need to work extra time.
Subject to compliance with the provisions of the Collective Bargaining Agreement, refusal to work overtime when exigencies demand it and instruction by a person in authority has been given for overtime to be done without reasonable cause.
- (e) Refusal to testify in a Disciplinary/Grievance Hearing
Refusal to testify in a disciplinary/grievance hearing by an employee who witnessed or was present when the matter at issue arose/occurred. There is evidence suggesting that an employee has knowledge of the subject matter at a hearing, but for no reasonable cause refuses to testify.
- (f) Insubordination
Refusal by an employee to submit to lawful authority and instruction of a superior in line with one's responsibilities.

3.3.2 Abuse and Related Breaches

- (a) Abusive Language
The uttering of any offending words or the publication of any writing expressing or showing hatred ridicule or contempt, towards any person or group of persons.

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- (b) Sabotage
Willful interference with systems at work, meant to stop or hinder provision of services and/or normal administrative work.
- (c) Smoking in a prohibited area at the workplace.
- (d) Abuse of notice boards/walls.
Unauthorized use of notice boards/walls for public notices or graffiti.

3.3.3 Disorderly Behavior and Related Breaches

- (a) Horseplay
Indulging in rough or unruly behavior or practical jokes whether or not such behavior endangers the safety or health of others or the smooth running of the workplace.
- (b) Threatening violence.
Threatening to inflict physical injury to any company employee, any person involved in company's business, or work related issues or where such behavior is likely to interfere with provision of service or affecting work-place relations with the company.
- (c)—
 - (i) Attempted Assault
Attempting to inflict bodily harm to any company employee or any person involved in the company's business, or work related issues or where such behaviour is likely to interfere with production or affect workplace relations within the company.
 - (ii) Assault
Intentional physical contact or inflicting bodily harm to any company employee or any person involved in the company business, or work related issues or where such behavior is likely to interfere with the provision of service or affect workplace relations within the company.
 - (iii) Verbal Assault
Uttering insulting or denigrating on the persona of another employee.
- (d) Fighting when on duty or work place
Physically manhandling other employees at work.

- (e) **Sexual Harassment**
Engages in unwelcome sexually determined behaviour towards any employee, whether verbal or otherwise, such as making physical contact or advances, sexually coloured remarks, or pornographic materials in the work place.
 - (f) **Intimidation/Victimisation**
Use of violence or threats to persuade another person to behave in a way desired by the intimidator. Persistently getting negative feedback and unfair treatment due to previous misunderstandings.
 - (g) **Possession of dangerous Weapons Within Work Premises without permission**
Dangerous weapons include a knife, a dagger, a knobkerrie or some other such weapon that may be used to interfere with the health, safety or property of another person.
 - (h) **Riotous behavior**
In concert with two or more persons, engaging in, or inciting a group of persons to indulge in disorderly behavior at work and/or where such behavior is likely to interfere with provision services or willfully damage company property.
 - (i) **Unprofessional conduct**
Unprofessional conduct that reflects calculated intentions to tarnish the image and conduct of another staff member or the company.
 - (j) **Breach of conditions of one's contract of employment as stated in the offer of employment and Policies and Procedures handbook/Conditions of Service.**
- 3.3.4 **Alcohol or drug breaches**
- (a) **Consumption/possession of intoxicating liquor/drugs other than those medically prescribed by a doctor or/nurse registered with a Medical, Dental and Allied Professions Council of Zimbabwe.**
 - (b) **Deliberate intoxication rendering an employee incapable of performing his/her duties properly, making him/her incapable of responsible behavior.**
- 3.3.5 **Willful Loss, Damage or Misuse of Company property**
- (a) **Willful Loss**
Any act in which an employee willfully or deliberately loses or causes company property to be lost.

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- (b) Willful Damage
Any act in which an employee willfully or deliberately damages or allows or causes damage to company property.
 - (c) Willful Misuse
Any act in which an employee willfully or deliberately misuses company property
- 3.3.6 Trespass
Any intrusion by an employee into a restricted area of company property without permission or authority.
- 3.3.7 Criminal Conviction
Payment of a fine as an admission of guilt or conviction in a court of law shall constitute misconduct as long as the offence is job related
- 3.3.8 Giving a press brief on the company, its person and/or its operations without authority from the Chief Executive Officer or Nominee.
- 3.3.9 Holding political meetings or displaying material of a political nature at the workplace.
- 3.4 Breaches of dishonesty
- 3.4.1 Bribery/corruption
Giving a gift or considering to give to another a gift so that the other may act contrary to his/her duties to the benefit of such giver or his agent. It may work the other way, where the employee solicits for a gift or consideration with the intention of acting or not acting contrary to his/her duties.
 - 3.4.2 False Evidence
Deliberately giving untrue, erroneous or misleading information or testimony whether verbally or in writing.
 - 3.4.3 Forgery
Forgery entails falsifying or changing any document with fraudulent intent, or attempting to do so. This shall also include the presentation or attempt to present forged document(s) with the intention to make the receiver of such document(s) or some other person to act on it as if it were a genuine document.
 - 3.4.4 Extortion
The use of threats emanating from one's office in order to derive a benefit one would not be entitled to e.g. a supervisor is paid cash by a fixed term contract worker after threatening to terminate such worker.

3.4.5 Fraud

Making a misrepresentation of facts whether by word or conduct, with a view to deriving a benefit, which one is not entitled to.

3.4.6 Theft

The act of taking the property of another, without the owner's consent and with a view to depriving the owner of such property permanently at the work place.

(a) Theft by conversion

Being in lawful possession of property, the employee converts such property to his/her own use without the owners' consent.

(b) Theft by false pretenses

Pretending to have the authority to take property when one does not and with the intention of depriving the owner.

(c) Theft by Finding

Finding property at one's workplace or connected with one's work, one does not know whose it is, and one takes it away without the owner's consent with the view to depriving the owner permanently of such property.

(d) Theft of information

Taking information of valuable nature, in whatever form, without the owner's consent.

3.4.7 Competing with Employer's Business without the Employer's Authority

Engaging in business in the same industry as one's employer, taking away part of the employer's market share or source of raw materials, human resources, etc without the employer's permission.

3.4.8 Disclosure of confidential Information

Coming upon confidential information by virtue of one's employment one passes it on, whether verbally or in writing or other means to another person who is not entitled to such information.

3.4.9 Falsification of one's qualifications and/or academic/professional certificates.

3.4.10 Lack of skill which employee whether expressly/implicitly held himself out to have.

3.4.11 Shadowing for Inefficient, Incompetent or absent employee

Covering up for another's incompetence, inefficiency or unauthorised absence from work, with a view to disabling management from picking up such incompetence, inefficiency or absence.

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- 3.4.12 Misappropriation
Applying to wrong use for any unauthorised purpose any funds, assets or property belonging to the company.
- 3.4.13 Abuse of sick Leave
Employee holds himself/herself out to be unwell when he is well. This is done in order to spend sometime away from work/duty.
- 3.4.14 Abuse of internal privileges
Employee's acquired privilege associated with his/her employment and uses it contrary to its intended purpose.
- 3.5 Unlawful Collective Job Action
Unlawful collective job action entails any collective job action, which is prohibited in terms of the Labour Act of Zimbabwe and its amendments.
 - 3.5.1 Intimidation and/or Incitement
Any act by an employee, either by himself/herself or connection with other persons (whether or not such other persons are employees) to intimidate any employee with the object of compelling them to participate in any action as referred to above.
 - 3.5.2. Any act or conduct inconsistent with the express or implied conditions of one's employment contract.
- 3.6 Breaches Related to Safety and Health
 - 3.6.1 Failing to comply with safety rules.
 - 3.6.2 Failing to wear protective clothing when provided.
 - 3.6.3 Testing products/equipment other than in accordance with standing orders.
 - 3.6.4 Failure to report injury on duty.
 - 3.6.5 Failing to comply with safety procedures that may lead to serious injuries or death.
 - 3.6.6 Tempering with safety equipment.
 - 3.6.7. Driving company vehicles without authority or valid licence.
 - 3.6.8. Driving company vehicles under the influence of alcohol or dangerous drugs
- 3.7 Display of political party regalia
One displays political party regalia when he/she brings to the workplace any item associated with any political party in Zimbabwe such as party logos, symbols and others.

3.8 Holding political meetings on Company premises

Having a meeting of a political nature without company's authority on any company premises.

CHAPTER FOUR

OFFENCES AND PENALTIES

4.1 LIFE SPAN OF WARNINGS

- (a) Verbal warning to be administered in the presence of a Worker Representative or any witness.
- (b) First Written warning shall remain in force for three months.
- (c) Second written warning shall remain in force for six months.
- (d) Final warning shall remain in force for 12 months.
- (e) "Demotion"—an employee can only be demoted to a maximum of one grade below, and forfeiting his/her salary benefits for that grade and accessing benefits for the new grade.

Penalty Guidelines

- 4.1.1 Without prejudice to an provisions of this Code and where the circumstances so warrant, it shall be the philosophy of this Code of Conduct to ensure that disciplinary action is, on the initial, corrective and educational. Punitive action will only be taken when corrective and educational actions have proved ineffective or in cases of misconduct that goes to the root of the relationship.
- 4.1.2 At its discretion, and dependent upon the facts as established and proven during the hearing, the disciplinary committee may substitute the prescribed penalty with any one of the following:
 - 1. Reduction in pay for a specified period but not more than 6 months.
 - 2. Demotion.
 - 3. Suspension with or without pay or reduced pay for a specified period but not more than 6 months pay reduction.

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5. SCHEDULE I: MINOR OFFENCES

OFFENCE/ MISCONDUCT	1ST OFFENCE Valid For 3 Month	2ND OFFENCE Valid for 6 Months	3RD OFFENCE Valid for 12 Months	4TH OFFENCE
5.1 Absence from duty without leave for two or less working days	Verbal Warning	Written Warning	Final Written Warning	Dismissal
5.2 Late for work	Verbal Warning	Written Warning	Final Written Warning	Dismissal
5.3 Absence from specific place of work for a prolonged unauthorised period	Verbal Warning	Written Warning	Final Written Warning	Dismissal
5.4 Horse Play	Verbal Warning	Written Warning	Final Written Warning	Dismissal
5.5 Poor Housekeeping	Verbal Warning	Written Warning	Final Written Warning	Dismissal
5.6 Failure to wear Protective Clothing	Verbal Warning	Written Warning	Final Written Warning	Dismissal
5.7 Avoidable minor loss or damage to company property	Verbal Warning	Written Warning	Final Written Warning	Dismissal
5.8 Loss or damage to property where the value is minor	Verbal Warning	Written Warning	Final Written Warning	Dismissal
5.9 Disregard of the need for cleanliness and hygiene, both in one's work and with self.	Verbal Warning	Written Warning	Final Written Warning	Dismissal
5.10 Seeing visitors during working hours, without permission.	Verbal Warning	Written Warning	Final Written Warning	Dismissal
5.11 Selling or canvassing on company premises.	Verbal Warning	Written Warning	Final Written Warning	Dismissal

6. SCHEDULE II: MODERATE OFFENCES

OFFENCE/MISCONDUCT	1st OFFENCE Valid For 6 Months	2ND OFFENCE Valid for 12 Months	3RD OFFENCE
6.1 Absence from duty without leave for a period of up to three (3) working days without reasonable or justifiable excuse.	Written Warning	Final Written Warning	Dismissal
6.2 Failure to wear protective clothing or entering the protected area through unauthorized entrances	Written Warning	Final Written Warning	Dismissal

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OFFENCE/MISCONDUCT	1ST OFFENCE Valid For 6 Months	2ND OFFENCE Valid for 12 Months	3RD OFFENCE
6.3 Express Offensive Views	Written Warning	Final Written Warning	Dismissal
6.4 Disregarding good housekeeping procedures and rules.	Written Warning	Final Written Warning	Dismissal
6.5 Conducting private business during working hours.	Written Warning	Final Written Warning	Dismissal
6.6 Gambling whilst on company premises.	Written Warning	Final Written Warning	Dismissal
6.7 Minor Violation of safety rules which does not result in injury or damage to property	Written Warning	Final Written Warning	Dismissal
6.8 Deliberately working slowly/ Clockwatching/ Loitering	Written Warning	Final Written Warning	Dismissal
6.9 Unauthorised cellphone use	Written Warning	Final Written Warning	Dismissal

7. SCHEDULE III: SERIOUS OFFENCES

OFFENCE/ MISCONDUCT	1ST OFFENCE Valid For 12 Months	2ND OFFENCE Dismissal
7.1 Absenteeism - absence from work for up to 4 days without permission or reasonable excuse.	Final Written Warning	Dismissal
7.2 Insubordination/Insolence	Final Written Warning	Dismissal
7.3 Refusal to work/ Refusal to work overtime in cases of Emergency without a justifiable reason.	Final Written Warning	Dismissal
7.4 Using Abusive or Insulting Language.	Final Written Warning	Dismissal
7.5 Intimidation	Final Written Warning	Dismissal
7.6 Threatening Violence	Final Written Warning	Dismissal
7.7 Improperly calling a meeting	Final Written Warning	Dismissal
7.9 Usury (Chimbadzo/ borrowing other members of staff with interest)	Final Written Warning	Dismissal
7.10 Failure to carry out work in accordance with requirements, where this has a detrimental impact on the smooth running of the company.	Final Written Warning	Dismissal
7.13 Non-attendance to work overtime, having agreed to work, without reasonable excuse.	Final Written Warning	Dismissal
7.14 Offering company business to contacts as an inducement for any benefit, gain or commission. Giving or receiving, or attempting to give or take, any benefits to perform a correct act.	Final Written Warning	Dismissal

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OFFENCE/ MISCONDUCT	1ST OFFENCE Valid For 12 Months	2ND OFFENCE Dismissal
7.15 Deliberately giving untrue, incorrect information whether orally or in writing.	Final Written Warning	Dismissal
7.16 Clocking or reporting in or out on behalf of another employee who is absent from duty, or making unauthorised alteration to own duty record.	Final Written Warning	Dismissal
7.17 Calling a meeting of employees during working hours without authority from Management.	Final Written Warning	Dismissal
7.18 Negligent loss or damage to the employer's property where the value of the loss or damage is moderate	Final Written Warning	Dismissal
7.19 Withholding information	Final Written Warning	Dismissal
7.20 Using abusive language or swearing at or in front of staff	Final Written Warning	Dismissal
7.21 Making offensive or insensitive references to staff about their background or circumstances.	Final Written Warning	Dismissal
7.22 Borrowing money or personal possessions from visitors or other people connected with the company.	Final Written Warning	Dismissal

8. SCHEDULE IV: GROSS OFFENCES

OFFENCE/ MISCONDUCT	1st OFFENCE Dismissal
8.1 Absenteeism - absence from work for up to five or more working days without authority and reasonable excuse.	Dismissal
8.2 Lack of skill which the employee expressly or by implication holds himself to possess.	Dismissal
8.3 Fighting/Assault	Dismissal
8.4 Riotous behaviour/Engaging in or inciting a group of persons to indulge in disorderly behaviour.	Dismissal
8.5 Gambling on company premises	Dismissal
8.6 Malicious conduct	Dismissal
8.7 Gross immoral, indecent or disgraceful conduct	Dismissal
8.8 Drinking alcohol or taking drugs whilst on duty/Drunkenness whilst on duty	Dismissal
8.9 Possession of dangerous drugs prohibited by law/Taking drugs on duty	Dismissal
8.10 Criminal conviction	Dismissal
8.11 Falsifying records or dishonesty altering company documents	Dismissal
8.12 Deliberately giving untrue or misleading information or testimony whether verbally or in writing	Dismissal
8.13 Corruption	Dismissal
8.14 Attempting to steal or attempted theft	Dismissal
8.16 Stealing/Theft/Theft by conversion	Dismissal
8.17 Aiding another to steal or commit an act of dishonesty/Complicity	Dismissal

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OFFENCE/ MISCONDUCT	1ST OFFENCE Dismissal
8.18 Fraud/Embezzlement/Forgery	Dismissal
8.19 Applying or attempting to apply to wrong use or for any unauthorized purpose any funds, assets or property belonging to the company	Dismissal
8.20 Unauthorized use of company products from the production line	Dismissal
8.21 Sabotage	Dismissal
8.22 Inciting, encouraging or recommending unlawful industrial action	Dismissal
8.23 Engaging in unlawful industrial action	Dismissal
8.24 Disobedience to a lawful order given by a person in a position of authority	Dismissal
8.25 Sexual Harassment	Dismissal
8.26 Any act, conduct or omission inconsistent with the fulfilment of his/her express or implied conditions of contract.	Dismissal
8.27 Sleeping on duty where damage to property and injury to individuals occurs or where potential for such damage or injury is clearly discernible	Dismissal
8.28 Breach of Confidence	Dismissal
8.29 Extortion	Dismissal
8.30 Wilful damage of company property	Dismissal
8.31 Malingering	Dismissal
8.32 Gross Negligence or poor performance, due to lack of skill or other reasons which has a severe negative impact on the smooth running of the company.	Dismissal
8.34 Negligent loss or damage to the employer's property where the loss or damage is gross	Dismissal
8.36 Disclosing confidential information of the company	Dismissal
8.37 Any act inconsistent with express or implied conditions of contract.	
8.39 Negligence of duty	Dismissal
8.40 Inefficiency/Incompetence: Consistently turning out unsatisfactory work	Dismissal
8.41 Repeated unauthorised use of company property or facilities	Dismissal
8.42 Misuse of Company Property including Vehicles	Dismissal
8.43 Driving without a licence/Authority	Dismissal
8.44 Habitual Sleeping on duty.	Dismissal
8.45 Bringing alcohol or illegal drugs onto company premises.	Dismissal
8.46 Falsifying records or documents.	Dismissal
8.47 Obtaining leave, especially sick leave or special leave, by false pretences, or obtaining false medical or death certificates in order to obtain leave.	Dismissal
8.48 Disobeying safety rules or misuse that has potential for serious consequences	Dismissal
8.49 Gross incompetency or inefficiency in the performance	Dismissal
8.50 Habitual and substantial neglect of his or her duties	Dismissal
8.51 Negligent loss or damage to the employer's property where the value is serious. Misuse of funds, assets or property belonging to the company	Dismissal
8.52 Incompetence or inefficiency in the performance of work.	Dismissal

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9. GRIEVANCE PROCEDURE

- 9.1. An aggrieved employee shall verbally take up the matter with his immediate superior who shall—
 - (i) use all reasonable efforts to amicably, fairly and expeditiously resolve the grievance.
 - (ii) in any event, resolve the grievance within five (5) working days from its date of presentation to him, and if he cannot resolve the grievance, shall, within the said five days, inform the employee.
- 9.2. If the employee is still aggrieved or, if the supervisor has failed to resolve the grievance and has communicated such failure to the aggrieved employee, the employee may within a further five working days from the date of his notification of the first resolution, complete form GR. 1, in triplicate and forward the grievance to his head of Department.
- 9.3. All the three copies shall be duly signed and dated by the head of department or his delegate as acknowledgement of receipt. The originals of such form shall be kept by the head of department, a copy to the Human Resources representative to whom it shall be kept by the employer for records.
- 9.4. The head of department shall—
 - (a) Immediately investigate the grievance in full.
 - (b) Undertake a hearing where necessary and afford all parties concerned an audience. Notice of such hearing shall be in terms of Form GR2.
 - (c) Within five working days, whether with or without a hearing referred to in (b) above, advise the aggrieved employee of the resolution of the grievance by completing Form GR3 in triplicate. He shall retain the original and serve a copy to the aggrieved employee and the Human Resources representative.
- 9.5. If the employee is aggrieved by the Head of Department's resolution he shall within five working days of receipt of form GR3, complete and serve upon his/her Head of Department 4 copies of Form GR4. The Head of Department shall forward the forms to the Human Resources Department who shall further appoint members of the Grievance Committee to adjudicate over the matter.
- 9.6. The grievance committee shall be made of one head of department and a member of the workers committee appointed by the workers committee. The head of department shall chair the committee and shall have a deliberative and casting vote.

10. General guidelines

- 1.1. The Chairperson of the Grievance Committee shall retain a copy and the rest shall be delivered to the Human Resources representative, the Head of Department and the fourth shall be retained by the aggrieved employee for his/her own records.
- 1.2. Upon receipt of copy of Form GR4, the Head of Department shall within five working days of receipt, forward to Human Resources representative for onward transmission to Chairperson of the Grievance Committee a full record of his investigations and findings in the grievance concerned.
- 1.3. Upon receipt of Form GR4 and the record referred above, the chairperson of the Grievance Committee may request the Human Resources representative to investigate and provide further information where necessary.
- 1.4. The Chairperson of the Grievance Committee shall convene a hearing by way of completing Form GR5 in quadruplicate. He shall retain one copy, serve the second upon the aggrieved employee, deliver another to the Human Resources representative and the head of department.
- 1.5. Upon completing the hearing, the chairperson of the Grievance Committee shall complete Form GR6 in quadruplicate copies of which shall be served to the aggrieved employee, the Human Resources representative, and the Head of department.
- 1.6. If the employee is still aggrieved he shall within 5 days of receipt of Form GR6 appeal to the Appeals Authority who shall be the Chief Executive of the organization or his nominee by completing Form GR 7 in quadruplicate and forwarding it to the Appeals Authority through the Human Resources representative. The Human Resources representative shall forward the Appeal submissions to the head of department, and the Appeals Authority who shall resolve the matter within 14 working days.
- 1.7. The Appeals Authority shall hear the matter within 14 working days of receipt of the case.
- 1.8. In event that the grievance is from a Head of Department, the Chief Executive Officer shall have the authority to resolve the matter within 30 days before the case goes to the Labour Court.
- 1.9. All appeals shall lie, in terms of the Labour Act to the Labour Court from any decision of the Appeals Authority in terms of this code. However, the employee and employer may agree on an arbitrator in

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lieu of an appeal to the Labour court. Such arbitrator's ruling shall be final and not appealable.

- 1.10. Where the Chief Executive is aggrieved, the matter shall be referred to the Human Resources Committee of the Board or their nominee, which shall handle the matter as appropriate and conclude it within 30 working days.

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COMPLAINT FORM

PART I

Hearing Procedure

Form 1

- (a) Name of Complaint:
Works No:
Occupation:
Department:
Section:
- (b) Name of offender:
Works No:
Occupation:
Department:
Section:
- (c) Nature of offence:
.....
.....
Date of offence: Time: Place:
- Names of witnesses—
- (1) Works No:
- (2) Works No:

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Form 4

SUSPENSION ORDER AS PER DISCIPLINARY PROCEDURE

FROM (H.R.M):

To: (Mr/Mrs/Miss): Work No:.....

(Work Station):.....

Date:

I refer to the complaint form dated theday of20..... and the subsequent charges served on you on theday of20....., management has found it necessary to suspend you from duty and forbid you from attending at your workplace with immediate effect. The reasons for this decision are as follows:

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You shall be on full investigation and determination through disciplinary proceedings into whether or not you are guilty of the suspected contravention of the Ceramics Code of Conduct and/or your Conditions of Service. You shall be informed in due course and in any event not later than 5 working days, on the date, time and place of the disciplinary hearing.

Signed: Date:
(H.R.M)

Received:..... Date:
(Defendant Employee)

Witnessed: Date:
(Employee's Representative)

Copied to: Head of Department

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FORM 5

This section should be completed by a representative of the Trade union or
Workers Committee, who is representing the offender who should state in writing
whether he/she agrees or disagrees with the findings of the administering official:

AGREE/DISAGREE (delete inapplicable)

If disagree, state reason:.....
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Recommendations:.....
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Name of worker's representative:.....

Signature: Date:

Note: *This form must be filled and signed in triplicate*

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FORM 6

The offender's comment with regard to the verdict—
APPEAL/NOT APPEAL (delete inapplicable)

Signature: Date:

Complainant's comments with regard to the verdict:

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Signature: Date:

Note: *This form must be filled and signed in triplicate*

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FORM 7

To be completed by the Head of Human Resource Department:

Comments:

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Recommendations:

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Name:

Date:

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PART II
APPEALS PROCEDURE
FORM 8

In the case of an appeal:

Reasons for appeal by offender:.....
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Signature: Date:

Note: *This form must be filled and signed in triplicate*

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FORM 10

To be completed by the Designated Authority:

Findings of the Designated Authority:

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Verdict:

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Signature: Date:

Note: *This form must be filled and signed in triplicate*

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GRIEVANCE FORM 5

NOTIFICATION TO PARTY TO ATTEND PROCEEDINGS

(Complete in quadruplicate)

Please take note that your grievance of:

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.....shall be heard before the Grievance Committee on.....day
of..... 20.....in theat.....am/pm.

Please bring any witness and/or evidence you believe shall strengthen your case.

NB: If, as a party, you fail to attend the hearing at the time and place notified, the hearing may proceed without you to the possible detainment of your interests.

Signed: Date:

Chairperson: Disciplinary and Grievance Committee

Served by: Date:

Human Resources Representative

Witness: Date:

Employee Representative

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GRIEVANCE FORM 6

**DETERMINATION OF DISCIPLINARY COMMITTEE AS PER
DISCIPLINARY PROCEDURE**

Following the hearing(s) on the below mentioned dates—

1.
2.
3.

Against Mr/Mrs/Miss Works number:

I find the above employee guilty/not guilty of the offence of
.....being a contravention
of paragraph.....under the Schedule of offences in the NEC
for Ceramics Code of Conduct. The penalty found appropriate therefore
is.....

Mr/Mrs/Miss.....is reminded of his/her
right to appeal against both conviction and penalty within 3 working days of
receipt of this determination. The appeal shall be lodged with Human Resource
representative in Grievance Form 7 in triplicate.

Signed: Date:

Human Resource Representative

Received: Date:
(Defendant Employee)

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NOTICE OF APPEAL TO THE APPEALS COMMITTEE: GRIEVANCE
PROCEDURE

(Complete in quadruplicate)

Following the hearing of my grievance by my immediate supervisor.
Mr/Mrs/Miss..... and a further hearing by my Head
of Department and subsequently by the Disciplinary and Grievance Committee,
I am still not happy with the outcome.

My grievance is that:

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I wish to have the grievance resolved in the following manner:

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I now seek to have this grievance resolved by the Appeals Committee.
Signed: Date:
(Aggrieved employee)

Received: Date:
(Human Resource Representative)

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

Signed in Bulawayo on behalf of the employers and employees on this 16th day of June, 2021.

THEMBA KHUMALO,
Chairperson
N.E.C Ceramics and Associated Products Industry.

CHARLES MSIMANGA,
Employers' Association Representative,
N.E.C Ceramics and Associated Products Industry.

ALFRED MPOFU,
General Secretary,
N.E.C Ceramics And Associated Products Industry.

EDMORE NGWENYA,
Trade Union Representative,
Ceramics and Associated Products Workers Union.

