

## Statutory Instrument 273 of 2000

### Collective Bargaining Agreement: Banking Undertaking

*SIs 273/2001, 166/2001, 304/2001, 368/2001.*

**IT is hereby notified that the Collective Bargaining Agreement set out in the Schedule, which replaces the agreement published in General Notice 478 of 1987, has been registered in terms of section 79 of the Labour Relations Act [Chapter 28:01].**

#### SCHEDULE

#### EMPLOYMENT COUNCIL FOR THE BANKING UNDERTAKING COLLECTIVE BARGAINING AGREEMENT: BANKING UNDERTAKING

#### INDEX TO AGREEMENT

##### *Clause*

1. Scope of agreement.
2. Period of operation of agreement.
3. Definitions.
4. Administration and application of agreement.
5. Registration of employers.
6. Access by union to members.
7. Statement of intent.
8. Contract and notice of work.
9. Hours of work.
10. Payment of overtime.
11. Salaries, wages and grading.
12. Deductions.
13. Public holidays.
14. Special leave.
15. Vacation leave.
16. Maternity leave.
17. Sickness and incapacity leave.
18. Annual non-pensionable bonus.
19. Uniform and protective clothing.
20. Gratuities on termination of employment.
21. Conversion of rates.
22. Record of service.
23. Code of conduct.
24. Dispute procedure.
25. Employee representation on the council.
26. Workers committees and works councils.
27. Travelling and subsistence.
28. Employment council dues and returns by employer. APPENDIX I: Occupations.  
APPENDIX I Salary ranges and wage scales.  
APPENDIX III: Gratuities.  
APPENDIX IV: Code of conduct.

Made and entered into, in accordance with the provisions of the Labour Relations Act [Chapter 28:01], by and between the Banking Employers' Association (hereinafter referred to as "the employers" or "the employers')

organisation”), of the one part, and the Zimbabwe Banks and Allied Workers’ Union (hereinafter referred to as “the employees” or “the trade union”), of the other part, being parties to the Employment Council for the Banking Undertaking: to substitute the whole of the provisions of the agreement published in Statutory Instrument 399 of 1984, and further agreements published in Statutory Instrument 235 of 1985 and those registered under Notice 237 of 1986 and General Notice 607 of 1986, Statutory Instrument 111 of 1994 and Statutory Instrument 201 of 1995.

### **1. Scope of agreement**

In terms of section 82 of the Act the provisions of this agreement are binding upon and shall be observed by all employers and employees in the undertaking who are members of the employers’ organisation or the trade union respectively and to all such other employers and employees in the undertaking to which this agreement relates, within the area of Zimbabwe.

### **2. Period of operation of agreement**

This agreement shall be deemed to have come into operation on the date of its signing and shall, in terms of section 82(1)(c) of the Act, remain binding until replaced by a substitute agreement or terminated by mutual agreement of the parties thereto or is otherwise nullified, suspended or modified in terms of the Act:

Provided that nothing contained in this collective bargaining agreement shall prevent either or both of the parties from seeking to renegotiate or amend the agreement within a period not exceeding three years in order to take account of changed circumstances in the industry or undertaking concerned.

### **3. Definitions**

Any expressions used herein which are defined in the Act shall have the same meaning as in the Act, any words importing the masculine gender shall include the feminine gender, any words in the singular shall include the plural sense, further, unless inconsistent with the context— “Act” means the Labour Relations Act;

“accounting cycle” means a four-week cycle determined by the employer;

“banking undertaking” or “undertaking” means, without in any way limiting the ordinary meaning of the expression, the undertaking in which employers and employees are associated together for the purpose of—

(a) carrying on the business of a registered commercial bank, registered accepting house (merchant bank) or a registered discount house; and

(b) financial institutions, trusteeship, executorship and insurance broking where such business is carried out by a registered bank itself or by a subsidiary of such bank;

“council” means the Employment Council for the Banking Undertaking;

“continuous service” means the total period of unbroken service of an employee with an employer and shall be deemed to have been broken only by death, resignation, retirement or discharge of the employee concerned;

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

“designated posts” means those posts of a supervisory nature designated as such;

“employee” means a person engaged in any occupation listed in Appendix I;

“grade C employee” means an employee engaged on elementary junior clerical duties under supervision, such as correspondence, waste, ledger-keeping, machining or writing up statements, listing cheques for clearance, elementary bill work, drafts, transfers, remittances, general ledger and typing and includes trainee tellers;

“grade B employee” means an employee engaged on more senior clerical duties having a supervisory element and requiring a knowledge of banking instruments generally and the elementary laws relating thereto, a knowledge of a bank bookkeeping system and how the work and records of other departments fit into that system; qualified shorthand typist employed as such; tellers performing that function not elsewhere graded;

“grade A employee” means a grade B employee who has shown skill, ability and promise in the duties performed in grade B and has been advanced to grade A on such merits;

“machinist/sorter” means an employee engaged in clearing for ledger operators, waste machine operators, at Central Waste Department, or data capture machinists, and to perform related duties;

“medical practitioner” means a person registered as a medical practitioner by the Medical, Dental and Allied Professions Council or a registered traditional practitioner;

“month” means a calendar month;

“overtime” means time worked outside the ordinary hours of work of accounting cycle;

“public holiday” means all holidays declared as such in terms of the Public Holidays and Prohibition of Business Act [Chapter 10:21];

“wage or salary” means earnings of an employee, but does not include any allowance or any payment of overtime or other like benefits;

“working day” means any day other than a day off, or a public holiday.

#### **4. Administration and application of agreement**

- (1) The council shall be the body responsible for the administration of this agreement and may issue expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.
- (2) The council may appoint a specified person to assist in giving effect to the provisions of this agreement and any employer who is bound by its terms shall permit such person to institute such enquiries and to examine such books and documents as may be necessary for ascertaining whether the provisions of this agreement are being complied with.
- (3) Each provision of this agreement shall create a right or obligation, as the case may be, independently of the existence of other provisions and no employer or employee may waive the right or obligation.
- (4) Should any of the provisions of this agreement be declared *ultra vires* by any competent court of law, the remaining provisions shall be deemed to be the agreement, and shall remain in force for the unexpired period of this agreement.
- (5) Every employer shall cause a copy of this agreement to be exhibited in a place easily accessible to employees during working hours.

#### **5. Registration of employers**

- (1) Every employer—
  - (a) upon whom the terms of this agreement are binding shall, within one month of the coming into force of this agreement, notify the secretary of the council of the following particulars—
    - (i) full name;
    - (ii) trading name;
    - (iii) head office address;
    - (iv) branch office address;
    - (v) the activities which he is carrying out in the undertaking;
    - (vi) in the case of a corporate body, including a public company, or a partnership, the names and business addresses of the directors, partners and manager or agent;
  - (b) who enters the undertaking after the coming into operation of this agreement shall, within one month of commencing business, supply the secretary with the particulars set out in paragraph (a).
- (2) The secretary of the council shall enter the particulars so supplied in terms of subclause (1) in a register kept for that purpose.
- (3) Any alteration of the particulars supplied in terms of subclause (1) shall immediately be notified to the secretary who shall amend the register accordingly.
- (4) Every employer who ceases operation in the undertaking shall notify the secretary of its council accordingly within one month of cessation.

#### **6. Access by trade union to members**

A trade union may have reasonable access to a member at his place of work during working hours for purposes as stated under subsection (2) of section 7 of the Labour Relations Act [*Chapter 28:01*], provided that—

- (a) such business cannot be adequately conducted outside working hours; and
- (b) the visit will not create any disruption of normal business processes or any interference with the efficient running of the undertaking or constitute a breach of security; and
- (c) that prior to any visit, written application is made to the personnel department and such visit is duly authorised.

#### **7. Statement of intent**

It is agreed that employees already engaged in the undertaking may be afforded the opportunity of advancement to the highest posts in accordance with the requirements of such posts. Towards this end, such employees shall be adequately trained in the training establishments maintained by the employer for this purpose and be encouraged to undertake such training. Further, it is the intention of the parties to this agreement to continue to promote good industrial relations by means of responsible collective bargaining carried out in a reasonable and constructive manner and the establishment of good relations in every establishment based on trust, confidence and humanitarian principles.

#### **8. Contract and notice**

- (1) An employer shall inform every employee upon engagement of his grade, wage or salary rate and hours of work. The employee shall thereupon sign a Declaration of Secrecy in the form required by the employer.
- (2) An employee may, upon engagement, be required to serve a probationary period of six months duration during which time, the contract of employment may be terminated in terms of paragraph (c) of subsection (10) of section 2 of the Labour Relations (General Conditions of Employment) (Termination of Employment) Regulations, 1985, as published in Statutory Instrument 371 of 1985.
- (3) Subject to the provisions of subclauses (2), (4) and (5) the period of notice to terminate a contract of employment shall be one calendar month provided that it shall not be necessary for an employee to give such notice

where he is unable to do so because of some emergency or compelling necessity, acceptable to the employer. In other cases an employee may terminate his contract of employment at any time without notice on paying to his employer one day's pay for every day on which he would have been required to work had he given notice of termination in terms of this subclause.

(4) An employer may discharge his obligations by paying an employee full wages for and in place of the period of notice required by this clause.

(5) Nothing contained in this clause shall affect the right of an employer to seek termination of an employee's contract on the grounds specified in Appendix IV in terms of the current termination of employment regulations.

(6) Neither an employer nor an employee shall give notice of termination of contract whilst the employee is on vacation leave.

(7) Subject to the provisions of subclause (4) of clause 15 an employee who has given or received notice to terminate employment shall not be required or permitted to take vacation leave during the currency of such notice period except by mutual agreement in writing.

(8) Notwithstanding anything contained in this agreement no employer shall give notice of termination of employment except in conformity with the prevailing laws and regulations of the Ministry of Public Service, Labour and Social Welfare.

### ***9. Hours of work***

(1) The ordinary hours of work in any accounting cycle shall not exceed—

(a) in the case of the employees graded in grades C. B. A. and those occupying designated posts, one hundred and seventy-six hours; and

(b) in the case of other employees, one hundred and eighty-eight hours:

Provided that the daily hours of all employees shall be determined by the employer according to the needs of the particular establishment; and

(c) a non-clerical employee shall be given a tea-break of fifteen minutes each morning at a time convenient to the employer.

(2) An employer shall not require an employee to work hours in excess of those specified in subclause (1) except in cases of necessity, or in cases of emergency; an employee shall not refuse to work overtime except for some compelling reason acceptable to the employer.

(3) An employee shall receive one day off during each week.

### ***10. Payment of overtime***

(1) An employer shall pay for each hour of overtime worked in excess of those specified in subclause (1) of clause 9 at the rate of one and one-half times the hourly rate specified in clause 21:

Provided that at the end of the accounting cycle any period in excess of thirty minutes shall be regarded as one hour and any period of less than thirty minutes shall be disregarded.

(2) Notwithstanding the provisions of subclause (1), the employer shall pay overtime rates at double the employee's current hourly wage for overtime on a day off.

(3) Notwithstanding the provisions of subclause (1), the employer shall pay for overtime on an industrial holiday, in addition to the employee's current hourly wage—

(a) during the ordinary hours of work for the day of the week on which the industrial holiday falls, at one and one times the employee's current hourly wage; and

(b) outside the normal hours of work for the day of the week on which the industrial holiday falls, at double the employee's current hourly wage.

### ***11. Salaries, wages and grading***

(1) An employer shall place each employee in a grade appropriate to his occupation and shall pay to such employee wage or salary of at least the amount prescribed in Appendix II applicable to his grade and no employee shall accept a wage or salary of less than that so prescribed.

(2) Annual increments as prescribed in Appendix I may become due to an employee in each calendar year on a date prescribed by the employer except with the following provisos—

(a) no increment will be due to an employee who has served for less than four months.

(b) where an employee receives an unsatisfactory annual appraisal resulting in an efficiency certificate or equivalent being withheld then no annual increment will be due. A review of the employee's performance will be submitted three months after the prescribed date and where the overall performance reaches satisfactory rating then an annual increase will be granted; any increment so awarded will not be retrospective.

(3) An employer shall pay wages or salaries in arrears by not later than the end of each month.

(4) An employee shall be paid for all overtime worked by not later than the normal pay ay following the accounting cycle in which the overtime was earned.

(5) Subject to the provisions of the Labour Relations Act [*Chapter 28:01*] or any regulations made in terms of the

Act, whether any person—

(a) is dismissed from his employment or his employment is otherwise terminated; or

(b) resigns from his employment; or

(c) is incapacitated from performing his work; or

(d) dies; he or his estate, as the case may be, shall be entitled to the wages and benefits due to him up to the time of such dismissal, termination, incapacitation or death, as the case may be, including benefits, with respect to any outstanding vacation and notice period, medical aid, social security and any pension, and the employer concerned shall pay such entitlements to such person or his estate, as the case may be, as soon as reasonably practicable after such event.

(6) Remuneration shall be paid either by crediting the employee's account or by cheque or in cash and shall be accompanied by a written statement showing— (a) the name of the employee;

(b) the wage or salary rate;

(c) the period for which payment is made;

(d) the amount of overtime due;

(e) any other amounts due;

(f) authorised deductions;

(g) the net amount received by the employee.

### ***12. Deductions***

(1) No deductions or set off of any description shall be made or allowed from any remuneration due to an employee except—

(a) where an employee is absent from work without the permission of the employer a *pro rata* amount of wage for the period of his absence;

(b) by a written authority, signed by the employee, for the monies due to a trade union in the form of a checkoff system;

(c) any overpayment of remuneration;

(d) any amount which the employer is compelled by law or legal process to pay on behalf of any employee;

(e) for cash advanced or money loaned by his employer;

(f) deductions provided for in this agreement;

(g) any other deduction for which the employee has tendered to the employer a signed authority.

(2) On termination of employment for any reason whatsoever, any balance owing to an employer in respect of any sum specified in subclause (1) may be deducted from the gross remuneration due to the employee concerned.

### ***13. Public holidays***

(1) Public holidays shall be those declared to be such in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*].

(2) An employee shall be granted leave of absence on a public holiday and shall be paid for every such holiday. Should a public holiday fall within a period of leave taken in terms of clause 15, it shall not be counted as part of that leave.

### ***14. Special leave***

(1) Under special circumstances, namely death or serious illness of mother, father, children, spouse, brother or sister, an employee shall, notwithstanding anything to the contrary contained in any other clause of this agreement, be entitled to ask for, and to receive, immediate leave (compassionate leave) which shall be paid; in the case of any other close relative not specified above such leave may be granted at the discretion of the employer and shall be either unpaid or set off against leave accrued by the employee.

(2) Such employee shall, upon his return, produce evidence that such special circumstances did exist, if so required by the employer.

(3) Should such employer not authorise such immediate leave on request, and notwithstanding this, the employee takes such leave, upon his return and the submission of evidence as detailed in subclause (2) hereof, such employee shall be deemed to have been in continuous service.

(4) An employer shall be entitled to dismiss without notice an employee who fails to provide the evidence specified in subclause (2):

Provided that the employer complies with the provisions referred to in subclause (8) of clause 8.

(5) Such compassionate leave shall not exceed three days without the employer's approval.

(6) An employee who is nominated as an official (trade union delegate) to attend any national or international conference or seminar, or to represent the trade union, on an industrial committee, shall be allowed to attend such seminar, conference or committee, as the case may be and such leave shall be special paid leave:

Provided that it shall be a condition precedent for the release of any employee who is a trade union official, that adequate prior notice shall have been given to the employer.

#### **15. Vacation leave**

(1) Except with the consent of the employer, no employee shall be entitled to take vacation leave during his first year of service.

(2) Employees shall accrue leave at not than the following rates— (a) employees specified in clause 9(1)(a)—

(i) during the first five years of continuous service, 21 working days *per annum*;

(ii) during six to 25 years continuous service, 27 working days *per annum*;

(iii) during the 26th year of continuous service and thereafter, 30 working days *per annum*; (b)

employees specified in clause 9(1)(b)—

(i) during the first five years of continuous service, 18 working days *per annum*;

(ii) during six to 25 years of continuous service, 21 working days *per annum*;

(iii) during the 26th year of continuous service and thereafter, 24 working days *per annum*:

Provided that an employee may accumulate vacation leave in excess of one year's entitlement only with the consent of his employer.

(3) An employee shall proceed on vacation leave in accordance with the annual leave programme of his branch.

(4) Subject to the provisions of subclause (7) of clause 8, an employee with more than three months of continuous service whose employment is terminated for any cause whatsoever shall be paid the cash equivalent of any leave accumulated.

#### **16. Maternity leave**

(1) If a female employee is pregnant and thinks that the birth of her child might take place within 45 days, she must get a certificate from a qualified doctor or State registered nurse confirming this. She then gives the certificate to her employer who shall agree to give her maternity leave from any date within the next 45 days that she asks for. This leave shall be paid maternity leave during which she will receive 75% of her normal pay if she agrees to give up her other leave or vacation days which she was allowed to accumulate in the previous six months. If she does not agree to do this, or if she had no leave or vacation days due to her, then she shall be paid 60% of her normal pay.

(2) A female employee may take annual or vacation leave in lieu of maternity leave or *pro rata* thereof and the female employee may opt for a lesser period of maternity leave.

(3) Where a female employee takes advantage of the above provisions but fails to return to her employer for a period of at least as long as that for which she had been on maternity leave, she shall have to repay to her employer all the wages and benefits she received during the maternity leave.

(4) A female employee cannot go on paid maternity leave more than once every two years, nor can she go on paid maternity leave more than 3 times for any one employer. If she exceeds these limits, her maternity leave shall be unpaid.

(5) The maximum period of paid maternity leave of a female employee is 90 days; 45 days before and 45 days after the birth of her child. If the birth of her child in fact takes more than the 45 days stated in her certificate, the maximum period shall be extended without pay for those extra days. Also, if a qualified doctor or State registered nurse certifies to the employer that the female employee must rest for a period of more than 45 days after the birth of her child, the maximum period shall be extended without pay for those extra days.

(6) Where a female employee is on maternity leave in accordance with the above provisions, her normal benefits and rights, including her rights to promotion and her pension rights, shall continue as if her period of service had not been interrupted by the period of maternity leave.

(7) A female employee who is the mother of a suckling child shall, during each working day, for a period not exceeding six months following the birth of her child, be granted at her request at least one hour or two half hour periods, as she may choose during normal working hours, for the purpose of nursing her child, and such employee may combine the portion or portions of time to which she is entitled with any other normal breaks so as to constitute a longer period that she may find necessary or convenient for the purpose of nursing her child:

Provided that the grant of breaks during normal working time to a female employee for the purpose of nursing her child shall be made at the discretion of management or head of department concerned who will ensure that such breaks

are made in accordance with the exigencies of her employment and will preclude or minimise any disruption of normal production processes or interference with the efficient running of the department or establishment.

### **17. Sickness or incapacity leave**

For the purpose of this clause “sickness or incapacity” means inability to work owing to any sickness or injury other than sickness or injury caused by an employee’s own fault, neglect or misconduct.

(1) Sick leave and vacation leave shall not run concurrently.

(2) If an employee, whilst at work, claims to be unfit for work owing to sickness or incapacity, the employer shall grant to the employee such time off as may be necessary to enable such employee to be examined by a medical practitioner.

(3) Upon being medically examined an employee shall obtain a certificate stating that he is unfit for duty and shall produce such certificate to his employer upon his return to work. Provided that—

(i) an employee who, due to his own sickness or incapacity, is absent from work for a period exceeding two working days, shall obtain and submit, to his employer, a medical certificate stating that he is unfit for duty and the probable duration of his unfitness for duty;

(ii) it shall be a condition precedent to payment for sickness or incapacity that the employee shall have reported such sickness or incapacity to his employer within two days of its occurrence.

(4) If an employee has obtained from a medical practitioner, a certificate that he is unfit for work, he shall, whilst unfit, be paid wages by his employer for the period stated by the medical practitioner, at the rate of two and a half days for every month’s service, but not exceeding, in aggregate, thirty working days in any one year service.

(5) In the case of an employee who has been in continuous service for more than six months but for less than three years, and who is still unfit for work at the conclusion of the period of sick-leave calculated in terms of subclause (4), such employee shall obtain a further certificate from the same medical practitioner stating the probable duration of unfitness for work and, upon production of such certificate to his employer, shall be paid half his wages by the employer for such further period as may be stated by the medical practitioner, but not exceeding, in aggregate, thirty working days in any one year of service.

(6) In the case of an employee who has been in continuous service for not less than three years, and who is still unfit for work at the conclusion of the period of thirty working days referred to in subclause (4), such employee shall obtain a further certificate from the same medical practitioner stating the probable duration of unfitness for work, and, upon production of such certificate to his employer, shall be paid his full wages by his employer for such further period as may be stated by the medical practitioner but not exceeding, in aggregate, thirty working days in any one year of service:

Provided that an employee may, at any time, be required by his employer to submit himself for examination by a medical practitioner of the employer’s choice.

(7) The employer shall be entitled to terminate the contract of employment upon fulfilment of the provisions as the case may be, of subclause (4), (5) or (6) provided that he has obtained the prior written approval of the Minister to do so in terms of paragraph (a) of subsection (1) of section 2 in the Labour Relations (General Conditions of Employment) Regulations, 1985, as published in Statutory Instrument 371 of 1985.

(8) A certificate issued by a State registered nurse shall be accepted in place of a medical certificate when no medical practitioner is available.

(9) The provisions of subclauses (4) to (7) shall not apply to any sickness or incapacity which is covered by the provisions of the National Social Security Authority Act [*Chapter 17:04*].

(10) Notwithstanding any other provisions in this clause, an employer may, if he has reason to believe that an employee who has been absent for two days or less was not suffering from any sickness or incapacity, require the said employee to obtain a certificate in accordance with subclause (3). Failure to produce such certificate will be classified as a Category A offence.

### **18. Annual non-pensionable bonus**

(1) An employer shall pay to each employee an annual non-pensionable bonus in accordance with his/her length of continuous service as follows—

(a) an amount equal to one month’s basic wage or salary exclusive of any allowance, whatever its nature, provided that the employee has been in continuous service of the bank during the whole period of the financial year;

(b) a *pro rata* payment shall be made to each employee in the service of the bank on the last day of its financial year, provided that the employee has completed at least three months continuous service immediately prior to that date.

(2) Calculations shall be made to the nearest dollar in the employee’s favour.

(3) An employee who has had eight weeks or less unpaid leave since the commencement of the financial year shall be paid in full. An employee who has had unpaid leave (other than any period of maternity leave prescribed by law) in excess of eight weeks during the same period shall have his allowance reduced in accordance with the following example—

$$\frac{365 - \text{unpaid leave} \times \text{normal bonus}}{365}$$

365

### ***19. Uniform and protective clothing***

(1) Where an employer requires an employee to wear a uniform or other specified attire, the employee shall comply with that requirement and the employer shall provide such uniform or specified attire, free of charge, on a scale to be determined by the employer. The employee shall be responsible for keeping uniforms and clothing in a satisfactory state of repair and cleanliness and may be required to reimburse the employer for any loss thereof.

(2) An employer shall supply free of charge, adequate protective clothing to employees exposed to inclement weather.

(3) Any uniforms, specified attire or protective clothing supplied to an employee in terms of this clause shall remain the property of the employer and shall be returned to him in good condition upon retirement, resignation or discharge of the employee, excepting that when a replacement item has been issued an employee shall be permitted to retain the item, provided that all insignia relating to the bank has been removed and the item has been suitably marked to identify it as a replaced article, such items of uniform or clothing shall not be worn by the employee at his place of work and any contravention of this rule would be classified as a Category B offence in terms of the code of conduct, Appendix IV to this collective bargaining agreement.

(4) An employee may be required to reimburse the employer any part of the cost of any clothing not returned in terms of subclause (3) but in assessing such cost the employer shall make due allowance for fair wear and tear.

### ***20. Gratuities on termination of employment***

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

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

(3) Notwithstanding the provisions of subclauses (1) and (2), if an employer has made provision for an employee by means of a pension or gratuity scheme registered as a fund in terms of the Pensions and Provident Funds Act [*Chapter 24:09*], the gratuity which would have been paid up to the date of becoming a member of the pension scheme shall be dealt with in accordance with the provisions of Statutory Instrument 323 of 1991.

### ***21. Conversion rates***

For the purpose of converting the monthly salary or wage to—

(a) the weekly equivalent, the monthly sum shall be divided by four and one-third; or

(b) the daily equivalent, the weekly sum shall be divided by the number of days ordinarily worked in a week; or

(c) the hourly equivalent, the weekly sum shall be divided by the number of hours ordinarily worked in a week.

### ***22. Record of service***

(1) An employee whose services are terminated, for any cause whatsoever, may request a record of service from his employer.

(2) The record of service supplied by the employer to the employee shall specify the period of service completed by the employee, the occupation in which he was employed, and if requested by the employee, the salary level achieved on such termination.

### ***23. Code of conduct***

The provisions of the code of conduct, incorporating the disciplinary code and grievance procedure annexed hereto as Appendix IV shall be observed by all employers and employees and the parties to this agreement hereby agree to ensure that all such provisions are complied with.

### ***24. Dispute procedure***

Where the parties to the agreement fail to reach accord on any matter brought before the council; then—

(a) where the dispute concerns the interpretation or application of a collective bargaining agreement, be referred to arbitration in terms of sections 98(3) and 101 of the Act;



- (b) where the dispute concerns any other matter and the parties agree as to the issues in dispute, be referred to arbitration in terms of the proviso to section 109(2)(e) now amended and reads section 93(1)(a) of the Act.

#### **25. Employee representation on the council**

An employer shall grant paid leave of absence to an employee who is a *bona fide* representative or alternate on the council or any committee thereof for the purpose of attending any meeting of the council or any such committee:

Provided that not less than three clear working days notice is given to the employer of the necessity for the employee to attend any such meeting.

#### **26. Workers committee and works councils**

(1) Every employee shall have the right to participate in the formation of a workers committee and to undertake tasks on behalf of a workers committee.

(2) A workers committee shall be formed when a group of employees of any one employer appoint or elect some of the employees to represent them at their place of work.

(3) Employees of one employer shall form only one workers committee.

(4) A workers committee shall be comprised of not less than three and not more than fifteen members who shall be representative of the different sections of the undertaking concerned.

(5) Members of a workers committee shall, from among themselves, elect— (a) a chairman who shall be responsible for presiding over all the meetings;

(b) a secretary who shall be responsible for taking minutes in a meeting and for keeping any records that the chairman may require to be kept.

(6) The term of office of a workers committee shall be two years after which new elections or appointments will have to take place.

(7) A member of a workers committee shall be eligible for re-appointment or re-election.

(8) On the death of, or vacation of office by a member, the workers shall appoint or elect a person to fill the vacancy:

Provided that if the workers committee would have continued to exist for less than three months, the employees need not appoint or elect a person to fill the vacancy.

(9) The procedure to be followed by a workers committee at its meetings shall be as simple and as informal as possible and a workers committee shall act in such manner and on such principles as it deems be suited to represent the interests of the workers whom it represents.

(10) Fifty per cent attendance at any meeting of a workers committee shall be a quorum.

(11) Matters requiring to be decided by a workers committee shall be decided by a majority, and in the event of an equality of votes, the chairman shall have a casting vote in addition to his deliberative vote.

(12) Meetings shall be held at least once a week outside the normal working hours.

(13) The chairman shall cause minutes of all proceedings and decisions taken at every meeting of the workers committee to be entered in books kept for the purpose by the secretary.

(14) A workers committee shall elect some of its members to represent the employees on a works council at the request of the chairman of a works council who shall be an employer nominated representative.

(15) A works council shall comprise an equal number of employer nominated representatives and employee elected representatives who are members of a workers committee. Each group shall consist of not less than three and not more than six representatives.

(16) The activities of workers committees shall be limited to domestic issues at individual banks.

(17) Workers committees elections shall be monitored by a labour relations officer or an official of the Zimbabwe Banks and Allied Workers' Union.

(18) Bank officials earning the minimum managerial salary or above (as shown in Appendix II) shall be regarded as managerial employees and therefore not eligible to become members of a workers committee.

#### **27. Travelling and subsistence**

(1) An employee who is required to travel on the business of his employer shall be provided with suitable transport or reimbursed for the cost of fares which shall not be less than the equivalent of a first class return rail fare.

(2) An employee who, with the consent of the employer, uses his own motor car when travelling on the business of the employer shall be reimbursed in respect of each kilometre so travelled at not less than 80% of the operating costs for the type of vehicle used as determined from time to time by the Automobile Association of Zimbabwe.

(3) An employee shall be refunded the reasonable cost of meals and accommodation at an establishment approved by the employer if his duties require him to be absent from his home station on production of documentary proof of such expenses if required.

(4) Where an employee is transferred on a permanent basis to another centre he and his family may be accommodated at an hotel or boarding house conveniently situated to his place of work for a maximum of three days before departure and seven days on arrival at his new centre and shall be reimbursed for such accommodation on production of the receipted accounts:

Provided that if the employee can satisfy the employer that adequate housing is not obtainable at the new centre the employer shall reimburse the cost of accommodation at an hotel less 50% of salary for a further four weeks:

Provided further, that no allowances of any nature shall be paid to an employee who is transferred at his own request.

**28. Employment council dues and returns by employers**

(1) For the purpose of meeting the expenses of the Council every employer in the undertaking shall make a monthly deduction from the earnings of each of his employees of \$7,00 (seven dollars) and to the amounts so deducted shall be added a like amount as his own contribution.

(2) The employers' association 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.

[Section substituted by s.i 166 of 2001]

**SCHEDULE**

**EMPLOYMENT COUNCIL FOR THE BANKING UNDERTAKING (COUNCIL LEVIES)**

**FORM OF STATEMENT OF RETURN FOR DEDUCTION FROM EMPLOYEES WAGES OR SALARIES AND EMPLOYER'S CONTRIBUTION IN TERMS OF SUBCLAUSE (2) OF CLAUSE 28**

From: .....  
.....  
.....

To: The Secretary,

The Employment Council for the Banking Undertaking, P.O.  
Box 1612, Harare.  
Room 102, Afgate House, cnr. Fourth Street/George  
Silundika Avenue, Harare. Telephone: 133765

We enclose our cheque in an amount of \$ ..... being employment council dues deducted from salaries in (month) ..... 19..... made up as follows—

Number of employees ..... at \$4,00 = \$ .....  
Employer's like contribution \$ .....  
Cheque No. .... dated ..... for \$.....

Yours faithfully

For

APPENDIX I

Accountants, including— assistant accountants  
sub-accountants pro-sub-accountants  
chief accountants assistant chief  
accountants accountants in charge  
deputy accountants accounting officers

Assayers

Cable officers Chief clerks,  
including— chief clerks, accounting  
chief clerks, administration chief  
clerks, exchange control chief clerks,  
foreign exchange chief clerks, staff  
Caretakers

Clerks, including— accounts clerks audit  
clerks bill clerks cable clerks check  
clerks clearance clerks clerk-  
machinists correspondence clerks  
data control clerks documentary  
letters of credit clerks  
drafts/transfer clerks inquiry  
clerks exchange control clerks  
foreign exchange clerks  
general ledger clerks  
information clerks insurance  
clerks ledger machinist clerks  
money market clerks punch-  
card clerks reports clerks  
remittance clerks returns clerks  
safe-custody clerks

savings bank clerks  
securities clerks stop-order  
clerks voucher sorters waste  
clerks commissionaires

Computer operators

Drivers

Estate administrators

Exchange control officers

Handymen

Foreign exchange dealers, including—  
chief dealer

Inspectors, including— assistant inspectors

Laboratory assistants

Machine operators, including—  
data machinists data-  
input machinists

Managers clerks, including—  
managers clerks assistants  
managers secretaries

Messengers

Messengers/Cleaners

Public relations officers

Principals of departments

Punch-card operators

Secretaries, including—  
assistant secretaries

Security guards  
 Scooter drivers  
 Senior clerks, including— senior clerks, accounting senior clerks, administration senior clerks, exchange control senior clerks, foreign exchange senior clerks, staff  
 Senior systems analysts, including— systems analysts Shorthand typists  
 Supervisors, including— supervisors, central depot; supervisors, typing-pool supervisors, waste  
 Switchboard operators  
 Storemen tellers, including— agency tellers foreign exchange tellers tellers No. 1 trainee tellers visitors bureau tellers  
 Training officers  
 Trust officers, including— chief trust officers senior trust officers  
 Typists

APPENDIXII [Appendix SUBSTITUTED by  
 s.i 368 of 2001]

SALARY RANGES EFFECTIVE FROM 1ST OCTOBER, 2001

	<i>Annual</i>	<i>Monthly</i>
	<i>minimum</i>	<i>minimum</i>
	\$	\$
Machinist/Sorter	231 528	19 294
C Grade	307 176	25 598
B Grade	430 536	35 878
A Grade	497 760	41 480
DP 1	636 840	53 070
DP 2	695 604	57 967
DP 3	782 868	65 239
DP 4	829968	69164
DP 5	884004	73667

*Non-clerical employee wage scales: effective 1st October, 2001*

	<i>Annual</i>	<i>Monthly minimum</i>	<i>minimum</i>
	\$		\$
Cleaners/messengers	171 912		14 326
Artisans, assistant drivers, scooter drivers, security guards, stationery assistants	192 192		16 016
Commissionaires	171 912		14 326

*Note.* - All calculations taken to the nearest dollar in favour of the employee.

Overtime rate is one and one-half times the hourly rate as specified in Clause 20 of the agreement.

All employees covered by Appendix I, earning above the minimum wages as per Statutory Instrument 304 of 2001, shall be entitled to an increase of 22,5% to their actual wages with effect from 1st October, 2001.

The salary ranges and wage scales above shall be valid until 30th June, 2002, and thereafter shall be reviewed.

[Appendix II substituted by s.i 368 of 2001]

#### APPENDIX III

#### GRATUITIES

<i>Length of service</i> <i>Years</i>	<i>Percentage of monthly</i> <i>wage on termination</i> <i>of employment</i>
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35
31	36
32	37
33	38
34	39
35	40

#### APPENDIX IV

#### CODE OF CONDUCT

This code of conduct shall be binding on all employers and all employees in the undertaking, but excluding managerial employees.

##### *1. Interpretation of terms—*

“appeals board” means a committee established in terms of clause 6(6);

“authority” means hearing officer or grievance and disciplinary committee;

“code” means an employment code of conduct agreed in accordance with the Labour Relations (Code of Conduct) Regulations, 1990, published under Statutory Instrument 379 of 1990.

“corruption” shall be as defined in section 3 of the Prevention of Corruption Act [*Chapter 9:16*] and in addition shall be taken to include the following—

- (a) soliciting, accepting or obtaining gifts or favours, whether money or kind for oneself or for any other person as inducement or reward, for doing or not doing or having done something in the course of employment for any person, business associate, customer or client;
- (b) for showing or not showing or for having shown or not shown or disfavour to any person in the course of employment to the potential or real prejudice to the employer; and
- (c) secretly obtaining any gifts or rewards or favour or benefit for oneself or another by arranging with any seller or buyer of goods or any person rendering service to the employer during and outside the course of employment;

“employee” means any person engaged in any occupation listed in Appendix I;

“employer” means any person whatsoever who employs or provides work for another and remunerates or expressly or tacitly undertakes to remunerate him, and includes the manager, agent or representative or such a person who is in charge or control of the work upon which such other is employed;

“grievance and disciplinary committee” (G and DC) means a committee comprising two employee representatives appointed annually by employee members and two employer representatives which hears appeals from the decision of the hearing officer;

“hearing officer” means a manager, other than the complainant or person referring a matter for hearing who is empowered to preside over a disciplinary hearing or enquiry and to take any form of disciplinary action in accordance with this code, against an offending employee;

“sexual harassment” would generally be defined as receiving or demanding sexual favours or unacceptable conduct of a sexual nature or other conduct based on sex, affecting the dignity of either males or females at work, and includes unwelcome physical, verbal or non-verbal conduct or conduct that denigrates or ridicules or is intimidatory or physically abusive of an employee by reason of his/her sex; “workers’ representative” means an official of the workers’ committee or trade union; any words importing the masculine gender shall be deemed to include the feminine gender.

## *2. Aims and Objectives*

The aims and objectives of this code are to ensure that—

- (a) all parties concerned understand and accept the necessity to conform to acceptable standards of behaviour; and
- (b) both employer and employee representatives fully participate and utilise the prescribed rules in the application of disciplinary measures and resolving of disputes; thus ensuring industrial harmony; and
- (c) grievances and disciplinary matters and appeals are dealt with expeditiously and in accordance with the Labour Relations Act and relevant statutory regulations; and
- (d) consistency is maintained in the application of disciplinary measures and the resolution of grievances.

## *3. Disciplinary code*

(1) It is the responsibility of all persons involved to ensure that required standards of discipline are maintained within the enterprise, and that the administration of discipline is conducted in a fair and suitable manner. It is the intention of this code that, wherever possible disciplinary action should be corrective rather than punitive.

(2) When an employee breaks the terms and conditions of his contract or behaves in an unacceptable way, a thorough investigation into alleged misconduct shall be carried out and, if warranted disciplinary action will be taken in accordance with procedures set out in this code.

(3) The areas of misconduct categorised in the code are not exhaustive and should not preclude disciplinary action for any misconduct not listed herein.

(4) Any employee who is alleged to have committed a misconduct in terms of this code shall be entitled to representation by a workers’ representative.

## *4. Procedure*

(1) Where the misconduct is considered to be of a minor nature, the employee’s immediate supervisor may counsel the employee, dealing with the matter informally.

(2) In the case of serious misconduct or repeated minor misdemeanours, the employer shall conduct a “hearing” as follows—

- (a) the immediate supervisor should investigate and write a report on the alleged misconduct and inform the employee, in writing, of the allegations levelled against him, at least three days before the hearing;
- (b) instruct the alleged offender to respond to the alleged misconduct in writing;
- (c) advise the employee of his right to call witnesses and to representation by a workers' representative, and exchange information with the workers' representative wherever possible;
- (d) convene a hearing of the case within seven working days. If an employee has been duly notified of a hearing and fails to attend, the matter shall be postponed for a further seven working days and further notification of the postponed hearing shall be sent to the employee. Should the employee fail to attend this subsequent hearing, the hearing shall be conducted in his absence;
- (e) record the proceedings of the hearing;
- (f) having examined all the facts, the hearing officer shall determine the disciplinary action to be taken, having taken note of comments by the workers' representative;
- (g) record the disciplinary measures to be taken on the disciplinary form and advise the offender of the verdict in the presence of his workers' representative, the completed disciplinary form (Appendix I) shall be signed by the offender, his representative and the employer;
- (h) where the employee is acquitted "case dismissed" should be endorsed on the disciplinary form and the employee's record cleared of all reference to the case;
- (i) where the authorities' verdict is dismissal, head office shall be advised without delay (within three days of the verdict being given) for information and confirmation if no appeal is lodged;
- (j) disciplinary action may be instituted in terms of this code regardless of the fact that criminal proceedings have been concluded where an employee is charged with a criminal offence; an acquittal on the criminal charge shall not preclude the employer from taking appropriate action against the employee for any misconduct committed in terms of this code; and
- (k) on conclusion of the hearing three copies of the disciplinary form shall be completed and signed for distribution as follows—
  - (i) copy to the employee concerned;
  - (ii) copy to the individual's file, together with all other documentary evidence concerning the case; and
  - (iii) copy to personnel division.

*5. Lay-off (suspension with pay)*

(1) In certain circumstances it may be necessary for the employee to be laid off from his place of work while investigations take place, e.g. where the employee's continued presence is likely to interfere with fair and thorough investigations.

(2) In the event of an employee being laid off, it will be on full pay and benefits, and the hearing shall be heard as soon as possible. *6. Appeal*

(1) Every employee against whom disciplinary action has been taken has the right of appeal to the grievance and disciplinary committee by completing in duplicate and submitting the form on Appendix IV within three working days of the receipt of any disciplinary order.

(2) Upon receipt of a notice of appeal the chairman of the grievance and disciplinary committee shall recover the record of the proceedings and all reports from the hearing officer and convene a meeting of the committee within seven working days.

(3) The chairman of the grievance and disciplinary committee shall be appointed from the employer representatives, but shall have no casting vote. His duty shall be to endeavour to reach consensus bearing in mind the need for the committee to adopt a judicial and non-partisan approach.

(4) The employer shall provide a secretary to record the deliberations of the committee.

(5) Any employee or employer who is dissatisfied may appeal to the employment council within seven days against the decision of the grievance and disciplinary committee by completing the form on Annexure V in duplicate.

Should the grievance and disciplinary committee fail to reach consensus, a further meeting shall be convened after not less than three working days and not more than seven working days after the first deadlock, to determine whether the committee is able to reach a consensus. Should the committee fail to reach a consensus the second time, the secretary of the committee shall forward a writ ten record of proceedings within a further seven working days, to the appeals board for consideration. The appeals board shall determine the matter on the papers. An appeal from this decision shall in terms of clause 6(10) lie to the tribunal.

(6) Appeals to the employment council shall be considered by the appeals board comprising two representatives or their alternates from each of the parties. An independent chairman shall be appointed by the council:

Providing that no member shall sit on an appeal involving the bank in which he is employed;

The appeals board shall determine an appeal on the record of the proceedings of the grievance and disciplinary committee:

Provided that the appeals board may, in its sole discretion admit evidence in addition to that contained in the record if the interests of justice so require.

(7) One copy of the form at Annexure V shall be sent direct to the secretary of council and the other to the branch manager of the bank concerned who shall within five working days submit to the secretary of the council the record of the original hearing together with all documentation, the proceedings of the G and DC and any comments the bank wishes to make on the appellants grounds of appeal.

(8) The chairman shall convene a meeting of the appeals board within ten working days of the receipt of all relevant documentation in the office of the council. He shall have no deliberative vote but shall have a casting vote in the event of a deadlock.

(9) The secretary of the council shall attend all meetings of the appeals board for the purpose of recording the proceedings.

(10) The decision of the appeals board shall be final, subject to a right of appeal to the Labour Relations Tribunal within fourteen days. *7. Penalties*

(1) Officials charged with the responsibility of administering this code should always act in good faith. Counselling the offender is an integral part of this code.

(2) Penalties may include warning, demotion, suspension without pay, fines or dismissal having regard to the category of offence as set out in Appendix I.

(3) Before a decision is made on the disciplinary action to be taken, all relevant circumstances in each individual's case must be taken into account.

(4) Where verbal warnings are administered they should be administered by the employee's immediate supervisor, and witnessed by at least one employee representative.

(5) Warning penalties have an expiry period as follows— First written warning—three months  
Severe written warning—six months  
Final written warning—twelve months.

(6) The warning/penalty is progressive where an individual commits any further offence before expiry date for any previous offence has lapsed;

(7) All dismissals shall be effected in terms of this code of conduct.

(8) The guide to penalties does not preclude the recovery of losses, suspension without pay for a period not exceeding three months or demotion where considered appropriate by the disciplinary authority.

#### *Category of misconduct*

##### *8. Category "A"*

(1) Poor timekeeping, i.e. persistently reporting late for work or leaving work early, without authorisation, or taking extended or unauthorised breaks during working hours.

(2) Misuse of bank property, e.g. telephone, stationery etc.

(3) Poor performance. *9. Category "B"*

(1) Absence from duty without reasonable excuse.

(2) Concealing one's defective work resulting in real or potential prejudice to the employer.

(3) Indiscipline, disorderly or disrespectful conduct, e.g. use of abusive language.

(4) Calling or convening and participating in unauthorised meetings at bank premises; provided nothing in this proviso shall be construed or interpreted as prohibiting the or convening or participating as the case may be, of meetings for the protection, or furtherance of the interest of workers. (5) Refusal to work overtime without reasonable cause.

(6) Negligence, where such act will cause loss or damage to bank property.

(7) Failure to put on protective clothing or uniforms where it is necessary to do so without reasonable excuse.

(8) Failure to comply with standing instructions.

(9) Having unauthorised overdraft or issuing post-dated cheques.

(10) Usury (chimbadzo): lending monies.

(11) Malingering and/or doing private business during working hours without authority to do so or obtaining time off by false pretences.

##### *10. Category "C"*

(1) Insubordination, i.e. disrespectful conduct towards a superior by act, words or demeanour.

(2) Negligence causing a substantial loss to the bank.



(3) Corruption.

(4) Sexual harassment. *11. Category "D"*

- (1) Any serious act, conduct or omission inconsistent with the fulfilment of the express or implied conditions of his contract where such is not provided for under Category "A", "B" or "C".
- (2) Breach of confidence, i.e. divulging information of a confidential nature regarding the business of the bank and its clients to unauthorised persons.
- (3) Wilful disobedience to a lawful order given by the employer.
- (4) Wilful and unlawful destruction of the employer's property.
- (5) Theft or fraud.
- (6) Intoxication that renders him incapable of performing his duties properly.
- (7) Inciting riotous behaviour or fighting on duty.
- (8) Absence from work for a period of five or more working days without reasonable excuse.
- (9) Assault.
- (10) Habitual and substantial neglect of duty.
- (11) Gross incompetence or inefficiency in the performance of work.
- (12) Lack of skill which the employee expressly or impliedly held him self/herself out to possess.
- (13) False statement or evidence and making malicious allegations.
- (14) Unlawful collective job action.
- (15) Gross negligence causing serious loss to the bank.
- (16) Soliciting for or accepting a bribe.
- (17) Failure to comply with standing instructions or follow established procedures resulting in substantial loss to the bank.
- (18) Falsification of records or any document whether of a personal nature or otherwise.

*Grievance procedure*

*12. Preamble*

(1) All employees have a right to seek redress for grievances relating to their employment.

(2) Grievance forms (Annexure II) shall be available to all employees at their place of work or trade union office. *13. Procedure*

(1) If an employee wishes to raise an issue with management it must first be raised with the immediate supervisor/accountant or next higher authority by completing Parts 1-6 of the grievance form (Annexure II). The supervisor/accountant shall investigate and—

- (a) record all matters relevant to this issue;
- (b) permit the employee to be accompanied by a workers' representative;
- (c) endeavour to resolve the issue informally and offer counselling;
- (d) conduct a "grievance hearing" if necessary; and
- (e) inform the complainant, in writing, of the decision arrived at, and record the decision and advise the next higher authority of the outcome within three working days of the completion of his investigation.

(2) Where the supervisor/accountant has been unable to settle the issue to the satisfaction of the employee, the employee may, within three working days appeal to the next higher authority by indicating in paragraph 10(3) of the grievance form that he wishes to appeal, and completing the "Notice to Appeal Form" at the end of the form, on receipt of which the authority shall—

- (a) collect all documentary information relevant to the issue including the record of the initial hearing;
- (b) convene a formal hearing to which the following shall be invited— (i) the complainant;  
(ii) the relevant employee's representative;
- (c) after all the relevant submissions and having considered all the facts relevant to the issue, make a decision and advise the complainant and worker representative, in writing, of the outcome within three working days; and
- (d) maintain a record of the proceedings.

(3) Should the aggrieved employee be dissatisfied with the decision under (3) above, he may appeal within three working days to the grievance and disciplinary committee (G and DC) as defined in this code.

(4) The decision of the grievance and disciplinary committee shall be binding unless appealed against.

(5) Any appeal against the grievance and disciplinary committee's decision shall be submitted in writing by the appellant to the secretary of the Employment Council for the Banking Undertaking within seven days for consideration by the appeals board, by completing the form on Annexure V.

(6) The next step shall be the labour relations tribunal within fourteen days. *14. Amendments*

This code may be amended from time to time by mutual agreement of the parties in order to provide for changed circumstances or new acts of misconduct.

ANNEXURE I  
DISCIPLINARY FORM

A. EMPLOYER

- 1. Name of company .....
- 2. Branch .....
- 3. Address .....

B. EMPLOYEE

- 1. Name: .....
- 2. Branch/Department .....
- 3. Position held: .....

C. ALLEGED MISCONDUCT

- 1. Date/Time of offence .....
- 2. Where committed: .....
- 3. Details of offence (written statements or any information and category to be attached)  
.....  
.....

D. FINDINGS

.....  
.....

E. CURRENT DISCIPLINARY RECORDS

.....  
.....

F. DISCIPLINARY PENALTIES

- 1. Disciplinary penalties taken: First, severe and final written warnings and/or suspension without pay, demotion, fine or dismissal .....
- 2. Duration of warning and date of expiry .....
- 3. Employee representative comments .....

G. IN ATTENDANCE

- 1. For management: ..... Signature and date: .....
- 2. For employee: ..... Signature and date: .....

ANNEXURE II  
GRIEVANCE FORM

- 1. Name of complainant: .....
- 2. Position: .....

3. Grievance (in summary):  
.....  
.....

4. Full statement giving all facts including names of witnesses attached.

Yes/No: ..... Number of pages: .....

5. Proposed solution (optional): .....  
.....

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

7. Departmental representative or chairman advised on ..... (Date) .....

Name: ..... Signature: .....

8. Witness statement necessary Yes/No No. of pages: .....

Completed on: ..... Date: .....

9. Proceed with hearing Yes/No: .....

(i) If no, give reasons:

.....  
.....  
.....  
.....  
.....  
.....

(ii) If yes, outcome of hearing (please explain decision, write overleaf if necessary).

.....  
.....  
.....  
.....  
.....  
.....

Signed: .....  
*Hearing officer*

Aggrieved: .....

WITNESS: .....  
*Workers' Committee representative/Colleague.*

10. Settlement accepted—.

(1) Aggrieved: Yes/No: .....

*Signature*

(2) Workers' representative/Colleague. Yes/No: .....

*Signature*

(3) Appeal to be made: Yes/No: .....

*Signature*

*Note.*—Appeal to be a memorandum to next higher authority giving full reasons for such.

NOTICE OF APPEAL TO GRIEVANCE AND DISCIPLINARY COMMITTEE Date:

.....

Signed: ..... (appellant)  
 .....(workers' representative)  
 .....(previous hearing officer)

ANNEXURE III

GUIDE TO PENALTIES

CATEGORY OF OFFENCE RELATED TO PENALTIES

	1ST BREACH	2ND BREACH	3RD BREACH	4TH BREACH	5TH BREACH
A	Verbal unrecorded	1st written warning	Severe written warning	Final written warning	Dismissal
B	1st written warning	Severe written warning	Final written warning	Dismissal	
C	Severe warning	Final written warning	Dismissal		
D	Dismissal				

ANNEXURE III

NOTIFICATION OF APPEAL TO GRIEVANCE AND DISCIPLINARY COMMITTEE

Name of appellant: .....

Branch: ..... Department: .....

In terms of the Code of Conduct of the Banking Undertaking, I hereby lodge an appeal against the decision of a disciplinary hearing held at—

Venue: ..... Date: .....

Offence . .....

Decision reached : .....

\*Reasons for appeal : .....

Signature: ..... Date: .....

\*A additional reasons

ANNEXURE V

NOTICE TO APPEAL TO THE EMPLOYMENT COUNCIL

Employee ..... Employer.....

In terms of the Code of Conduct of the Banking Undertaking, I wish to appeal against the decision of the grievance and disciplinary committee attached.

Date of decision..... Branch .....

Offence/Grievance .....

\*Reasons for appeal

Signature ..... Date: .....

Appellant's contact address:

Telephone number where you may be contacted .....

\*Attach additional reasons:

*Declaration*

The Banking Employers' Association and the Zimbabwe Banks and Allied Workers' Union have reached agreement set forth herein, and the undersigned hereby declare that the foregoing is the agreement arrived at and affix their signatures hereto.

Signed at Harare this 29th day of March, 1999.

O. CHATIKOBO,  
*for and on behalf of* the Banking Employers' Association.

G.KAWENDA,  
*for and on behalf of* the Zimbabwe Banks and Allied Workers' Union.

G. T. MAKINGS,  
Chairman of the Council.

L. J. DODD (MRS.),  
Secretary of the Council.