

Collective Bargaining Agreement: Funeral Industry

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IT is hereby notified that the Collective Bargaining Agreement set out in the First Schedule shows the agreement made under the NEC Funeral Industry, the agreement has been registered in terms of section 79 and is hereby published in terms of section 80 of the Labour Act [*Chapter 28:01*] as follows:

FIRST SCHEDULE

AGREEMENT BETWEEN FUNERAL INDUSTRY EMPLOYERS' ASSOCIATION OF ZIMBABWE (HEREINAFTER REFERRED TO AS THE EMPLOYERS OR THE EMPLOYERS' ORGANIZATION)
AND
ZIMBABWE FUNERAL SERVICES AND ASSURANCE WORKERS' UNION (HEREINAFTER REFERRED TO AS THE EMPLOYEES OR TRADE UNION)

MADE AND ENTERED into in accordance with the provisions of the Labour Act [*Chapter 28:01*] hereinafter referred to as the Act between the Funeral Industry Employers Association of Zimbabwe (hereinafter referred to as the "employers" or the "employers' organisation") representing all employers in the Funeral Industry, of the one part, and the Zimbabwe Funeral Services and Assurance Workers' Union (hereinafter referred to as "the employees" or the "trade union") representing all employees in the funeral industry, of the other part, both being parties to the National Employment Council for the Funeral Industry of Zimbabwe empowered to negotiate and agree to conditions of service in the Funeral Industry of Zimbabwe.

Title and period of operation

1. (1) This agreement shall be cited as the Funeral Industry of Zimbabwe Collective Bargaining Agreement.
- (2) This agreement shall come into operation on the date of its registration in terms of section 80 of the Labour Act and shall remain in force until such time as it is replaced by another agreement.

Application

2. (1) This Agreement shall apply to—
 - (a) all employers in the Funeral Industry; and
 - (b) all employees in the Funeral Industry whose occupations are listed in the Second Schedule grading.
- (2) No employer or employee may waive any provision of the Agreement whether or not the said provision creates a benefit to or an obligation on the employer or employee concerned. In the event of any provision of this Agreement being inoperative or *ultra vires* the powers of the parties or the Act or regulations made hereunder either before or after registration of this Agreement under the provisions of the Act this shall in no way affect the remainder of the Agreement which shall in that event constitute the Agreement. For the avoidance of any doubt where a provision of his or her agreement is inconsistent with the Labour Act the latter shall prevail.
- (3) Any expressions used herein which are defined in the Act shall have the same meaning as in the Act, any words imparting the masculine gender shall include the feminine gender and words in the singular shall include the plural sense, further unless inconsistent with the context.
- (4) Where this agreement is silent on any conditions of service referred to in the Act, the provisions of the Act shall apply as if they were incorporated in this agreement.

Interpretation

3. (1) Any expression used herein, which is defined in the Act shall have the same meaning as defined in that Act.
- (2) Unless inconsistent with the context—
 - “Act” means the Labour Act [*Chapter 28:01*] as amended from time to time;
 - “alternative” means a person appointed by either party to act on behalf of a representative of that party in absence of such representative;
 - “calendar month” means the period commencing on the first day of the month and ending on the last day of that month;
 - “casual worker” means a worker who is engaged for a period of not more than six weeks in any four successive calendar months;

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“continuous service” means the total period of unbroken service of an employee with one employer or predecessor to such employer where there has been a transfer of undertaking;

“contract worker” means an employee who is engaged for a specific period, tasks or project;

“council” means the National Employment Council for the Funeral Industry of Zimbabwe;

“day-off” or “days-off” means, in the case of—

(a) an employee working six days per week, Sunday or that day in the week in lieu of Sunday on which the employee is not normally required to work;

(b) an employee working five days per week, Saturday and Sunday, or those days in the week in lieu of Saturday and Sunday, on which the employee is not normally required to work:

Provided however, that where an employee is normally required to work a six-day week but his or her employer elects to allow him or her to work a five-day week while still paying him or her for the six-day week, the sixth day shall not be considered as a day off;

“day-shift” means that work scheduled during the normal hours of the daylight;

“designated agent” means an employee of council certified by Registrar of labour for the purposes of administering and enforcing this CBA, the Act and industrial relations in the funeral industry;

“emergency work” means work, which must be performed immediately in order to prevent harm to any plant or employees, or plant or employees of a customer or to near-by persons or properties;

“employee” means an employee as defined in the Act and engaged by an employer to work for a company/organisation in the funeral industry;

“employer” means an employer as defined in the Act who is registered and licensed in terms of the Insurance Act [*Chapter 24:07*] and the Companies and Other Business Entities Act [*Chapter 24:31*] whose core business is funeral services and related support services;

“employers’ association” means the Funeral Industry employers Association of Zimbabwe or any other party registered to represent Employers in the Funeral Industry who is a member of Council;

“establishment” means any place in which business under the Funeral Industry is carried out;

“General Secretary” means the Secretary of the Council;

“grade” means a grade as listed in the Second Schedule;

“industry” means the Funeral Industry’ i.e. that industry or sector which provides those jobs or occupations listed in Second Schedule,

it carries out such services which include embalming, body removals, body wash and dressing, burial services, cremation services and underwriting of funeral policies to members of the public;

“industrial holiday” means any day prescribed as a paid holiday in terms of section 18 of this CBA.

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

“morning off” means any time before 12 noon;

“month” means an official calendar month;

“night shift” means that work regularly scheduled after the normal hours of the day or any work conducted during the night hours;

“ordinary hours” means the hours of work as provided for under section 5 as read with other sections of this Agreement;

“overtime” means any time worked in excess of ordinary working hours;

“party or parties” means the Zimbabwe Funeral Services and Workers’ Union and the Funeral Industry Employers Association of Zimbabwe;

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

“Registrar” means the Registrar of Labour;

“representative” means a person appointed by either party to represent the party on the Council or any of its committees;

“skilled worker” means a person who has been certified by the Registrar of Apprenticeship and Skilled Manpower, as a skilled worker class 1, 2, 3 or 4 in a designated or recognised trade in terms of the Manpower Planning and Development Act [*Chapter 28:02*];

“Trade Union” means the Zimbabwe Funeral Services and Assurance Workers’ Union;

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

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

Grading and wages

4.(1) An employer shall place each employee in a grade appropriate to his or her occupation, and shall pay a wage to such employee of at least the minimum amount prescribed for the occupation of the employee, and no employee shall accept a wage amounting to less than that amount.

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(2) Wages of skilled workers as defined in section 3 of this Agreement shall not be less than the wage stipulated by the parent industry as applicable to his trade or the Ministry of Labour where this is not available.

(3) A contract employee shall be paid not less than the amount prescribed in respect of his or her occupation.

(4) Any increment of remuneration in respect of such employee shall be based on his or her actual salary.

(5) On promotion to a higher grade, an employee shall be paid —

- (a) at least the minimum wage prescribed for such higher grade;
- (b) an employee who is required to perform work in a lower grade than that in which he or she is normally employed shall be paid the wage applicable to the grade or work which he or she normally performs.

(6) An employee who is appointed, in writing, to carry out the full responsibilities of a job in a higher grade than that in which he or she is normally employed for a period of at least one full working day, shall be paid the minimum wage applicable to such higher grade for each day spent working in that higher grade:

Provided that the minimum in a higher grade is more than the employee's current salary.

(7) The period allowable for such appointment to act shall not exceed a continuous period of six months.

(8) An employee who is required and permitted to perform work in occupations listed in more than one grade shall be paid the minimum wage prescribed for the highest grade in which such employee is required and permitted to work.

(9) An employer shall not reduce the wage of an employee for any time not worked if the employee was able and willing to work and was present at his or her place of work but the employer was unable, or unwilling, to furnish him or her with work.

(10) Where an operation performed by an employee is not specified in the Second Schedule—

- (a) the employer shall provisionally place the employee in a grade reasonably nearest to his or her job description;
- (b) the employer shall notify the Secretary of Council;
- (c) the Secretary of Council, after consultation with the employers' organisation and the trade union, shall determine an interim classification of the operation, which shall be subject to ratification by the Council at its next meeting.

Ordinary hours of work

5. (1) The hours of work shall not exceed nine (9) hours per day inclusive of lunch and tea break.

(2) The ordinary hours of work shall not exceed forty-five (45) hours per week, without paying overtime rates set out in section 7 or giving time off in lieu of such overtime.

(3) Every employee shall be given a lunch and tea break every day of at least 1 hour and 15 minutes in duration respectively.

Conversation

6.(1) For the purpose of converting a monthly wage to the daily equivalent of a monthly wage, the monthly wage shall be divided by twenty-two in the case of employees who work a five-day week and by twenty-six in the case of employees who work a six-day week.

Payment of overtime

7. (1) An employer may reasonably require an employee to work overtime, and shall, whenever possible, give twenty-four (24) hours' notice to such employee, provided that the employee shall be adequately compensated for overtime in cash or time off and be given reasonable amenities to avail himself for the performance of that work.

(2) No employee shall decline to work overtime without a reasonable excuse.

(3) An employer shall—

- (a) pay cash for overtime worked where an employee is entitled to be paid cash for overtime worked, he or she shall be paid in respect of each hour worked—
 - (i) in excess of normal working hours on a working day of the week, at least one and a half times his or her current hourly rate; or
 - (ii) on a day off or public holiday, at double his or her current hourly rate;
 - (iii) for the purpose of calculating payments in terms of section 7(3)(a), any period of a quarter of an hour but less than half an hour shall be counted as half an hour, and any period more than half an hour shall be regarded as an hour;
 - (iv) the cash payment for overtime worked shall be no later than one pay period from date of accrual. This period may however, for operational reasons, be extended to a maximum of three (3) months on agreement by the employer and employee. If the employer cannot unilaterally pay cash for overtime worked within three (3) months, he or she must provide compensatory time off for the hours worked;
 - (v) overtime shall be paid at the salary rate prevailing on the date of payment;

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- (b) give time off instead of cash payment where overtime worked cannot be paid in cash, the employer shall give time off to the employee during normal working hours, equivalent to—
 - (i) the value of overtime hours worked;
 - (ii) the time off in lieu of payment for overtime worked shall be given no later than one pay period from the date of accrual. This period may however, for operational reasons, be extended to a maximum of three (3) months on agreement by the employer and employee;
 - (iii) the time off in lieu of overtime worked shall be ranked at par with vocational leave days;
- (c) pay fixed overtime allowance—
 - (i) in place of cash in lieu of overtime or compensatory days in lieu of overtime, an employer in agreement with the employee shall pay a minimum fixed allowance of 30 *per centum* of current basic salary to all employees whose duties requires them to work long and extra hours. However, higher rates can still be negotiated and agreed between the employer and the employees;
 - (ii) no employee is therefore expected to claim overtime as such allowance already caters for any overtime worked or not worked;
 - (iii) in the event that, no extra work has been carried, no employer is expected to claim a refund from the employee;
 - (iv) employers shall ensure that all workers are getting enough time to rest as provided in the Labour Act under section 14C, which states that, employees are entitled to no less than 24 continuous hours of rest each week, either on the same day of every week or another agreed date.

Regardless of the fixed allowance in lieu of overtime, every employee shall be granted leave of absence during every public holiday as *gazetted* under a notice in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*]. In the event that the employee works on public holiday, he or she shall be paid overtime accordingly.

Shift work

8. The employer may introduce a shift work within the company. On shift work, the employer shall —

- (a) take into consideration of section 6(1) (b) of the Labour Act [*Chapter 28:01*], which creates a fundamental duty on behalf of the employer not to require an employee to work more than the maximum hours permitted by law or by agreement (that is a Collective Bargaining Agreement);
- (b) consider section 14C of the Labour Act [*Chapter 28:01*] which provides, employees are entitled to no less than 24 continuous

hours of rest each week, either on the same day of every week or another agreed date;

- (c) grant leave of absence to every employee during every public holiday as *gazetted* under a notice in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*].

Time off and flexible working hours

9. (1) An employee who is a trade union member or representative is entitled to a reasonable amount of paid time off to take part in activities of that trade union. Employers must be guided by the provisions of section 14B(c) of the Labour Act [*Chapter 28:01*].

(2) Employees with spouses and biological children aged up to sixteen who have disability have the right to apply to work flexibly. This should be mutually agreed by the employee according to the Disabled Persons Act [*Chapter 17:01*].

- (3) An employee has a right to paid time off during working hours—
 - (a) to perform duties or undergo relevant training as a trustee of an occupational pension scheme;
 - (b) to perform functions or undergo training in relation to being an employee representative for the purposes of collective redundancies or in respect of the transfer of undertakings or service provision change legislation.

Payment of wages

10. (1) Every employer shall pay wages to each employee, weekly, fortnightly or monthly, as the case may be, on or by due date.

(2) Payments for overtime, bonuses and allowances shall be made to each employee, weekly, fortnightly or monthly, as the case may be.

(3) All remuneration shall be paid either by crediting an employee's bank, building society or Post Office Savings Bank account or by cheque or in cash, and shall be accompanied by a wage slip showing—

- (a) the name and grade of the employee; and
- (b) the wage rate; and
- (c) the period for which payment is made; and
- (d) the total number of hours or days worked; and
- (e) the amount of overtime; and
- (f) the amount of any other payment, bonus, commission or allowances, irrespective of whether paid to or on behalf of the employee; and
- (g) any deductions authorised in terms of section 8; and
- (h) the net amount received by the employee.

(4) No employer shall give, and no employee shall accept any consideration other than cash, cheque or bank transfer in payment of a wage.

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(5) If an employee considers that the payment made to him or her is less than the net amount reflected on the accompanying wage slip, he or she shall notify his or her employer at the time when payment is made.

(6) Notwithstanding the provisions of subsection (3), the Council may, on application by an employer, authorise such employer to use some other system of informing his or her employees of the make-up of their remuneration.

Special provisions: Mortuary workers/undertakers

11. (1) All companies in the funeral industry shall provide a fixed monthly allowance of 20 *per centum* of the employee's current basic salary known as mortuary allowance to all employees who perform duties in the mortuary or similar duties outside the mortuary. However, higher rates can still be negotiated and agreed between the employer and the employees.

(2) All undertakers who go out for an overnight shall be paid for accommodation and meals at the minimum rates of 3 *per centum* breakfast, 3 *per centum* lunch, 4 *per centum* supper and 5 *per centum* accommodation. These percentages are based on the basic salary of the employee concerned. However, higher rates can still be negotiated and agreed between the employer and the employees.

Outside work

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

Subsistence, accommodation and travel allowances

13. (1) An employee who is required to work more than twenty-five kilometres from his or her normal place of work, which necessitates his or her sleeping away from home, shall be paid a subsistence allowance agreed by the employer and the employees to provide for all necessary travelling and subsistence expenses.

(2) Where transport is required to convey an employee referred to in subsection (1), the form of transport to be used shall be mutually agreed upon by the employer and the employee, and payment shall be as follows—

- (a) where public transport is used, an employee shall be paid the cost of such transport; and
- (b) where an employee uses his or her own vehicle, he or she shall be paid the prevailing Automobile Association (AA) rate per km:

Provided that an employee travelling outside his or her ordinary hours of work shall not be paid for such time spent in travelling, unless mutually agreed upon between such employee and his or her employer.

Vacation leave

14. (1) The provisions of this section shall not apply to casual employees and part time employees.

(2) An employee shall be entitled to proceed on vacation leave within six (6) weeks of his or her application thereof:

Provided that, where undue hardship would be caused to the employer, the employee shall be entitled to proceed on vacation leave within twelve (12) weeks of his or her application thereof.

(3) An employer shall be entitled, on giving one (1) month's written notice, to require an employee to proceed on his or her accrued vacation leave, or any portion thereof, at any time convenient to the employer.

(4) An employee who has accumulated vacation leave may, with the consent of his or her employer, elect to be paid cash in lieu of his or her taking such leave or part thereof.

(5) An employee proceeding on vacation leave shall, on request be paid his or her wage up to date, and his or her current wage and allowances for the period of such leave, prior to his or her going on leave.

(6) Any period of leave taken by an employee in terms of this section, or any additional leave granted by the employer, whether paid or not, or any sick-leave taken shall not be counted as continuous service for the purpose of calculating leave.

(7) For the purpose of calculating any period of leave or pay in lieu of leave, a year shall be reckoned from the date on which an employee commences service with an employer.

(8) For the purpose of leave-pay, the pay for one day shall be calculated in terms of section 6.

(9) The leave-pay of an employee shall be calculated on his or her current wage at the time of proceeding on such leave.

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

(11) If an establishment observes a holiday other than a prescribed public holiday, such holiday shall not be offset against an employee's accumulation of vacation leave days in the same way prescribed public holidays are treated.

(12) In case of unexpected national, industry or establishment outbreak, natural disaster, nation-wide strikes or any political upheaval or declaration which leads to national, industry or establishment temporary shutdown, and prevents the employee from going to work, the days of such shutdown shall not be offset against an employee's accumulation of vacation leave days unless by mutual agreement.

(13) It shall be the responsibility of the employer to ensure all employees' leave days are kept within the legally accepted limits.

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Maternity leave

15. A female employee shall be entitled to maternity leave in terms of the Act.

Sick leave

16. (1) Each employee shall be entitled to sick leave in terms of the provisions of the Act. Absence from work due to illness in excess of three days must be supported by a medical practitioner's certificate.

(2) Sickness or incapacity—

- (a) the provision of this section shall not apply to casual or part time employees;
- (b) unless more favourable conditions have been provided for in any employment contract or in any enactment, all sickness or incapacity cases shall be in terms of section 14 of the Labour Act [*Chapter 28:01*];
- (c) 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;
- (d) if an employee is incapacitated by sickness or injury in the course of performing his or her duties, he or she shall be entitled to receive his or her current wage and allowances during such incapacity in line with the provisions of the Act;
- (e) the employer shall not unilaterally change terms of employment of an employee because of sickness induced incapacity.

Industrial holidays

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

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

(2) Subject to the provisions of section 18(3), every employee shall be granted leave of absence on industrial holidays and shall be paid his or her normal daily wage for every industrial holiday.

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

- (a) with the consent of the employee, grant the employee leave of absence on another day instead of the industrial holiday, and pay him or her not less than his or her daily wage in respect of the industrial holiday and that other day; or
- (b) where an employee consents to work on a public holiday he or she shall be paid not less than twice his or her current remuneration

for that day whether or not that day is one on which he or she would otherwise have been required to work.

Contract and notice

18. (1) Every person who is employed by or working for any other person and receiving or entitled to receive any remuneration in respect of such employment or work shall be deemed to be under a contract of employment with that person, whether such contract is reduced to writing or not.

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

- (a) name and address of the employer/employee; and
- (b) the period of time if limited for which the employee is engaged; and
- (c) the terms of probation if any; and
- (d) his or her grade; and
- (e) his or her rate of pay and when it will be paid; and
- (f) provision for accommodation, if any; and
- (g) the period of notice required to terminate the contract of employment; and
- (h) the hours of work; and
- (i) the details of any allowance; and
- (j) vacation leave; and
- (k) provision for benefits during sickness.

(3) When an employer or an employee gives notice of termination of service, a shorter period of notice may be mutually agreed upon, and shall be in writing and shall be in accordance with section 12C of the Act.

(4) The provisions of section 19(2) to (4) shall not apply to a casual employee.

(5) An employee who has given or received notice to terminate his or her employment shall not be required to take vacation leave during the period of such notice.

(6) A fixed term contract of employment shall be deemed to be a contract of employment without limit of time upon the expiry of a continuous period of three (3) years from the effective date. The number of renewals after the effective date but before the three (3) year continuous period shall be immaterial.

Continuous service

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

Provided that, an employee who is discharged and re-engaged by the same employer within two (2) months of such discharge shall be deemed not to have broken his or her continuous service.

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(2) If an employee who is absent from work without permission from his or her employer is allowed to continue his or her employment within two (2) months of absence, he or she shall be deemed not to have broken his or her period of continuous service.

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

Record of service

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

(2) The record of service supplied shall specify the period of service and the occupation in which the employee was employed.

Health, wellness and environment

21. All employers shall ensure that there is a functional Safety and Health Management System in place to guarantee the safety of all employees.

Long service awards

22. (1) In order to qualify for the long service awards an employee should have completed 10, 15, 20, 25, 30, 35, 40 years of continuous service with the same employer. Company mergers take-overs and change of management will not affect the employee's service record.

(2) The recipient shall be awarded with a long service certificate and a present or equivalent cash payment to be made at the end of the month following the employees' anniversary of joining the organisation paid as follows—

<i>No. of years worked</i>	<i>Percentage of monthly salary</i>
10	40 per centum
15	50 per centum
20	60 per centum
25	70 per centum
30	80 per centum
35	90 per centum
40	100 per centum

Medical aid scheme

23. After completion of probation period, the employer shall ensure that all employees join a medical aid scheme. The employer shall pay at least 50 per centum of the monthly premium.

Funeral policy

24. An employer shall make reasonable arrangements to assist an employee in the event of his or her death or of any member of his or her immediate family that is, spouse and children whose age is eighteen years and below as well as parents.

Loans

25. Where possible employers are encouraged to provide loans to employees and to charge reasonable interest rates.

Annual bonus

26. Annual bonus shall be paid based on company's ability and discretion.

Registration and council dues

27. (1) Every employer in the sector at the time of registration of this Agreement shall, within one (1) month of that date, unless it had already been done, notify the Secretary of his or her full name, trading name, postal and physical address and a summary of the activities of the undertaking.

(2) All employers and employees engaged in the Funeral Industry shall from the date of registration of this Agreement pay dues to the Council and all employers shall deduct from the wage or salary of each of the said employees the appropriate due.

(3) The dues to be paid monthly in arrears falling due on the 5th day of the month following the month in which the wage or salary was earned.

(4) The dues shall be paid by both the employer and the employee at the rate of 2 *per centum* (that is 2 *per centum* each) of the employee's monthly wage or salary as at the date of deduction and at the same percentage thereafter at the end of each succeeding month, which percentage shall be subject to review from time to time:

Provided that—

- (a) no dues shall be payable where owing to short time working or any other cause an employee's pay is reduced below seventy (70) *per centum* of his or her normal wage or salary;
- (b) no deductions shall be made in respect of an employee who is off sick for a period in excess of thirty (30) days and not in receipt of sick leave pay or a substitute payment;
- (c) deductions shall be made in advance from the leave pay, which is paid to an employee prior to his or her commencing his or her leave.

(5) Each employer shall forward the total amount of the employee and employer's dues, to be received at the Council's office not later than the 5th day of the month following the month in which the dues relate.

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

(7) Any breach of this section by employer shall be dealt with in terms of the Act and this Agreement.

Exemptions, retrenchment and approval of measures to avoid retrenchment

28. (1) The Council may, in its sole discretion, and upon such terms and conditions as it may determine, grant exemption in writing from any of the provisions of this agreement to an employer or employee.

(2) Applications for exemption in terms of subsection (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 provided that reasons are supplied in writing to both parties.

(4) All exemptions for the payment of wages granted shall be valid for a period of three (3) months to which the establishment may be allowed to seek further extension of another three (3) months. After the lapsing of six (6) months, if no change, the establishment shall then find other alternatives or embark on retrenchment.

(5) On all exemption applications, the decision of the NECFI Exemption Committee shall be final.

(6) Any employer, who has a Performance Appraisal System in place and a wage increase agreement negotiated at Works Council Level, may apply to the Negotiating Committee of the Council to be exempted from implementing the stipulated percentage increase on existing employees.

(7) An employer who wishes to retrench one or more employees who does not have a works council or majority of the employees concerned agree to such a course, shall give notice of his or her intention to the council which shall dispose the notice in terms of the Act.

(8) Every employer who wish to institute measures to avoid retrenchment and has no works council agreement on the matter shall apply to the council for permission to institute such measures.

(9) An employer who has reached an agreement on instituting measures to avoid retrenchment with the employees alone or with the workers committee or works council not having a representative of a registered trade union as a member, such employer shall give written notice of the agreement to the council for approval not later than fourteen (14) days after the employer begins implementing the agreement.

(10) Where an employer alleges financial incapacity and consequent inability to pay the minimum retrenchment package stipulated in the Act timeously or at all, the employer shall apply in writing to the council to be exempted from paying the full minimum retrenchment package or any part of it.

Copy of agreement and notice

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

(2) Every employer shall exhibit a notice, in the form set out in the Second Schedule, showing the number of ordinary working hours per week and the normal daily times of starting and times of finishing work in his or her establishments for each grade or group of his or her employees.

(3) No person shall alter, deface or remove, or cause to be altered, defaced or removed, the copy of the agreement, save on the instructions of the employer when carrying out his or her responsibilities under subsections (1) and (2).

Union dues

30. In terms of section 54 of the Labour Act [*Chapter 28:01*], Union dues shall be collected by an employer from his or her employees and transferred to the trade union concerned —

- (a) by means of a check-off scheme or in any other manner agreed between the trade union and the employees concerned; or
- (b) failing such agreement as referred to in paragraph (a), by authorisation in writing of an employee who is a member of the trade union concerned;
- (c) any employer who fails or refuses to collect union dues and transfer them to the trade union concerned in accordance with this section shall be guilty of an offence in terms of the Act.

Administration

31. (1) The Council shall be the body responsible for the administration and guidance of this agreement, and may issue expressions of opinion not inconsistent with the provisions for employers and employees.

(2) Any dispute between any employer and employee(s) arising from the interpretation, compliance or breach of this agreement shall be referred to the Designated Agent who shall dispose the dispute in terms of the Code and the Act.

Gratuities on termination of employment

32. (1) Subject to the provisions of subsection (4), an employee who has completed five (5) 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 or her current monthly wage by the number of completed years of continuous service, as set out in the Fourth Schedule.

(2) If an employee who has completed five (5) or more years of continuous service dies before receiving a gratuity in terms of subsection (1), there shall be paid to his or her estate the sum, which the employee would have received if his or her contract of employment had terminated on the day of his or her death.

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(3) Notwithstanding the provisions of subsections (1) and (2), if an employee is a member of Pension Fund apart from N SSA that provides for the employee or his or her dependents, to receive an amount in excess of the employee's own contributions together with interest then the gratuity payable shall be reduced by such excess.

(4) In the event of the benefit due being a pension, or deferred pension, then the value of the pension, or deferred pension, shall be compared with the gratuity payable plus the refund of the employees' 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.

(5) 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 or her estate in terms of a civil judgment 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 for theft or fraud against the employee; or
 - (ii) cause a civil summons to be issued, claiming from the employee, or his or 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 had been finally determined.

(6) If the court proceeding 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 judgment for full sum withhold by him or her in terms of paragraph (b) the employer shall within three (3) working days thereafter paid the whole or the balance of that sum, whichever is appropriate, to the employee of his or her estate as the case may be together with interest thereon at the rate of twenty-five *per centum* per annum from the date on which the gratuity should otherwise have been paid.

(7) In this section "civil judgment" includes an award or compensation or restitution in terms of Part XIX of the Criminal Procedure and Evident Act [*Chapter 9:07*].

Variations

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

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Employment code of conduct

34. (1) The provisions of the code of conduct incorporating the disciplinary code and grievance procedure 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.

(2) Companies are allowed to have internal codes of conduct provided that code of conduct is registered with the NECFI.

(3) All company policies and addendum shall be registered with the NECFI.

(4) Unless more favourable conditions have been provided for in any employment contract or in any company policy, all issues shall be dealt with as provided for in this Agreement.

SECOND SCHEDULE

FUNERAL INDUSTRY JOB TITLES AND GRADES

GRADING

JOB TITLE	ABRIDGED JOB DESCRIPTION	GRADE
General Hand	Means an employee who performs any duties of a general nature that are not technical as may be assigned from time to time.	A1
Caretaker	Means an employee who is charged by his employer with the care and security of premises, plant, equipment and property, including repairs, general maintenance of grounds, watering flowers, office grooming and any other functions of a general nature as assigned.	A2
Landscaper	Means an employee who maintains the grounds by planting trees, loans and flowers at the workplace, prunes shrubs, trims trees, and plants flowers and shrubs on grave, using hand tools, removes leaves and other debris from graves, using tools like leaf blowers and weed eaters.	A2
Office Cleaner/ Orderly	Means an employee who cleans offices, windows, walls, toilets and floor, delivers and collects parcels and messages as directed, prepares and serves tea or other beverages, performs any other related general duties	A2

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Security Guard/ Internal	Means an employee who records all company vehicles entering premises, checks incoming and outgoing personnel (clients and staff), records valuables brought in and out of the building, patrols around the premises, arrests any suspects stealing company assets and report to management immediately, ensures compliance with approved company procedures and report variances, searches all vehicles leaving premises to avoid pilferages, directs all visitors to appropriate parking and respective offices, verifies identity and destination of visitors, records time in and out for visitors and staff, reports any suspicious vehicle or person entering premises and ensures entrances are free enough for smooth movement of people.	A3
Filing clerk	Means an employee who keeps files and documents organised for companies working with both paper documents and electronic files, performs routine tasks like data entry, organization, cross-referencing, scanning, copying and retrieval, maintains the document database, helps other employees find/retrieve documents and files, and ensures that documents are correctly stored and labelled for later use.	B1
Messenger	Means an employee who delivers and collects parcels and messages as directed and any other related duties including the making and serving of tea or other beverages.	B1
Trimmer/ handle fitter	Means an employee responsible for trimming and fitting handles to coffins and caskets and making minor repairs to damaged coffins and caskets.	B1
Video Man	Means an employee who takes or records videos for the bereaved families during the bereavement process.	B2
Pianist	Means an employee who operates the piano in the chapel and also performs the duties of a Pastor in his/her absence.	B2
Grave Digger	Means an employee who prepares graves by locating grave site according to section, lot, and plot numbers, marks area to be excavated, digs grave to specified depth, places concrete slabs on bottom and around grave to line it and maintains the cemetery grounds	B2

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Cemetery Assistant	Means an employee who maintains and operates graveside equipment used in the lowering of the coffin into the grave, sets up the tent and mats and arranges chairs and umbrellas, positions casket-lowering device on grave, erects canopy, arranges folding chairs to prepare site for burial service and performs any other tasks relevant to ensuring the smooth operation of graveside activities.	B2
Cashier	Means an employee who receives monies, issues receipts, assists clients on amounts to be paid after checking their accounts, balances receipts against cash on hand, banks monies, maintains the petty cash and performs any other duties related to such functions.	B3
Claims Clerk	Means an employee who assesses, verifies and processes claims from policy holders before service is provided, ensures accurate processing of all underwriting requirements and timeous processing of all policy documents and all funeral claims, and works hand in hand with the underwriting clerk.	B3
Customer services clerk	Means an employee who assists clients where possible, attends to client queries and provide appropriate solutions, attends to general matters including handling of confidential and routine client information.	B3
Data Capture Clerk	Means an employee responsible for capturing all data into a structured computer system to achieve optimal reporting capability and is authorised to draw management reports from the relevant system	B3
Human Resources Clerk	Means an employee who prepares, updates and maintains all personal records, and attends to all other human resources issues and functions as directed by the supervisor	B3
Accounts Clerk	Means an employee who performs all the accounting clerical work in the company under supervision.	B3
Receptionist	Means an employee who receives visitors and directs them to appropriate departments, receives and directs calls accordingly, makes calls for staff, receives goods and mail delivered through reception, records all outgoing calls in the telephone register, reports faults on telephones, ensures cleanliness of the reception area, updates information on notice board and handles general enquiries.	B3

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Stores Clerk	Means an employee engaged in clerical duties pertaining to the stores function, including receiving, recording, safe keeping and issuing out of stationery or any other stocks, stock taking as well as the processing of data relevant to stores controls, systems and records and giving or recommending orders to the buyer for all purchases.	B3
Underwriting Clerk	Means an employee engaged mainly in routine underwriting work including the preparation of ordinary business policies and in routine funeral claims verification, and works hand in hand with the claims clerk.	B3
Transport Clerk	Means an employee who receives and processes transportation requests for funeral services/or staff transportation needs; processes maintenance records, dispatches drivers for funeral services and events and any other related duties as required.	B3
Events Maintenance Operator (Class 4)	Means an employee who works on the on-site and maintenance of company equipment at each event as assigned. Must be responsible for ensuring the devices are running properly. Must be a holder of a Class 4 Journeyman.	B3
Electrician (Class 4)	Means an employee who attends to electrical faults, performs minor installations, repairs and maintains power, lighting, communications and control systems, performs general electrical maintenance work as assigned and is a Class 4 Journeyman.	B3
Auto Electrician (Class 4)	Means an employee who attends to all electrical work on all motor vehicles and performs all related duties as assigned. Must hold a Class 4 Journeyman	B3
Mechanic (Class 4)	Means an employee who performs all the mechanics duties in servicing, adjusting, performing minor repair and preventative maintenance of services vehicles and equipment, performs related duties as assigned and is a Class 4 Journeyman	B3
Panel Beater (Class 4)	Means an employee who does repairing and replacing accident-damaged motor vehicle bodywork, restoring them to factory clearances after an accident or other form of damage, performs related duties as assigned and is a Class 4 Journeyman	B3

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Welder (Class 4)	Means an employee who repairs machinery and other components by performing minor welding pieces and filling gaps, performs related duties as assigned and is a Class 4 Journeyman.	B3
Secretary	Means an employee who types and files documents, maintains executive diaries, arranges meetings, takes minutes in meetings, ensures strict custody of confidential information and performs any other related duties or incidental to the secretarial function	B3
Sous Chef	Means an employee who works alongside the head chef to manage daily kitchen activities, providing meal quality and consistency by following designated recipes, aiding with menu preparation, ensuring food quality and freshness, and monitoring ordering and stocking, including overseeing staff.	B3
Tyre Fitter (Class 4)	Means an employee who repairs damage to tyres, fits and balances new tyres to vehicles, inspects a vehicle's tyres and the related components checking for signs of damage and wear, such as nails, stones and cracks in the rubber, effects repairs where necessary, by patching holes or replacing inner tubes etc. and is a Class 4 Journeyman	B3
Funeral Services Chaplain	Means an employee who is responsible for the handling of all funeral/pastoral services in the chapel or any other site as maybe necessary.	B4
Truck Driver	Means an employee who delivers coffins/caskets and other funeral equipment and events equipment as directed from time to time.	B5
Mortician Level 1	Means an employee who receives, washes, dresses, embalms and dispatches deceased bodies, cleans the mortuary, files and updates the mortuary register, assists in conducting removals and burials where necessary, must have at most 5 years' experience and hold a Certificate in Mortuary Science and Undertaking.	C2
Sales/Marketing Consultant	Means an employee who is responsible for marketing of the company products	C2

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Undertaker Level 1	Means an employee who undertakes body removals and all burial functions, is responsible for setting up cemetery equipment and arranging funerals, records all activities in the funeral register, obtains/assists bereaved family to obtain important documents such as burial order/permit, death certificate etc., removes the deceased body from the place of death or mortuary as directed and takes it to its destination, may also drive mourners as required, conducts the burial process such as lowering the body using the lowering device, must have at most 5 years' experience and hold a Certificate in Mortuary Science and Undertaking.	C2
Mortician Level 2	Means an employee who receives, washes, dresses, embalms and dispatches deceased bodies, cleans the mortuary, files and updates the mortuary register, assists in conducting removals and burials where necessary, must be between 5 and 10 years' experience and hold a Certificate in Mortuary Science and Undertaking.	C3
Undertaker Level 2	Means an employee who undertakes body removals and all burial functions, is responsible for setting up cemetery equipment and arranging funerals, records all activities in the funeral register, obtains/assists bereaved family to obtain important documents such as burial order/permit, death certificate etc., removes the deceased body from the place of death or mortuary as directed and takes it to its destination, may also drive mourners as required, conducts the burial process such as lowering the body using the lowering device, must be between 5 and 10 years' experience and hold a Certificate in Mortuary Science and Undertaking.	C3
Mortician Level 3	Means an employee who receives, washes, dresses, embalms and dispatches deceased bodies, cleans the mortuary, files and updates the mortuary register, assists in conducting removals and burials where necessary, must have at least 10 years' experience and hold a Certificate in Mortuary Science and Undertaking.	C4

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<p>Undertaker Level 3</p>	<p>Means an employee who undertakes body removals and all burial functions, is responsible for setting up cemetery equipment and arranging funerals, records all activities in the funeral register, obtains/assists bereaved family to obtain important documents such as burial order/permit, death certificate etc., removes the deceased body from the place of death or mortuary as directed and takes it to its destination, may drive mourners, conducts the burial process such as lowering the body using the lowering device, must have at least 10 years' experience and hold a Certificate in Mortuary Science and Undertaking.</p>	<p>C4</p>
<p>Tyre Fitter Class 1 (Class 1 Journeyman)</p>	<p>Replacing worn and damaged tyres. Work on all types of vehicles, such as cars, vans, lorries and buses. Could be based in a garage workshop, or could be out on the road in a van. Changing filters, lubricating parts, and performing other basic road safety checks, carrying out wheel alignments and tracking adjustments. This involves making sure the tyres are fitted at exactly the correct angle. Might also be asked to work on other parts of a car, such as the exhaust or the brakes, and carry out basic car services. Must hold a Class 1 Journeyman</p>	<p>C5</p>
<p>Auto Electrician (Class 1 Journeyman)</p>	<p>Specializes in installing and maintaining electrical systems contained in automotive vehicles. Attends to all electrical work on all motor vehicles by installing, inspecting, repairing, and maintaining all the electrical parts contained in a vehicle. Diagnosing electrical issues and proposing a course of action. Installing and troubleshooting immobilizer and alarm systems and is a Class 1 Journeyman</p>	<p>C5</p>
<p>Carpenter (Class 1 Journeyman)</p>	<p>Means an employee responsible for making coffins and caskets, performs all the carpentry works within the organization. Build or repair cabinets, doors, frameworks, floors, and other wooden fixtures used in buildings, using woodworking machines, carpenter's hand tools, and power tools. Must hold a Class 1 Journeyman in Carpentry</p>	<p>C5</p>
<p>Electrician (Class 1 Journeyman)</p>	<p>Means an employee who attends to electrical faults, installs, repairs and maintains power, lighting, communications and control systems, advises the company on ways to prevent repeated equipment failures, performs general electrical maintenance work including heating and air conditioning systems and is a Class 1 Journeyman</p>	<p>C5</p>

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Events Maintenance Operator (Class 1 Journeyman)	Means an employee who is in charge of the on-site installation and maintenance of company equipment at each event. Responsible for ensuring the devices are running properly. Must be a holder of a Class 1 Journeyman	C5
Funeral Consultant	Means an employee who attends to the bereaved family and advises on issues to do with body removal, making a claim, processing of burial orders, burial arrangements, organising the funeral itself and related matters.	C5
Human Resources Officer	Means an employee who prepares, updates and maintains all personal records, does/supervises payroll administration, attends to other human resources issues and functions like disciplinary and grievance issues. Ensures compliance with labour regulations and human resources policies and practices within the company.	C5
Mortician Level 4	Means an employee who receives, washes, dresses, embalms and dispatches deceased bodies, cleans the mortuary, files and updates the mortuary register, assists in conducting removals and burials where necessary, is responsible for training all other Morticians as required, must be above 5 years' experience and be a holder of a Diploma in Mortuary Science and Undertaking.	C5
Motor Mechanic (Class 1 Journeyman)	Means an employee who is responsible for repairs and servicing of all motor vehicles. Conduct regular maintenance on automotive vehicles. Assembles mechanical components according to specifications. Offer consultation on maintenance and preventative procedures to vehicle users. Performs vehicle assessments and alert the company on issues that will prohibit its vehicles from passing inspection. Must be a holder of Class 1 Journeyman in Motor Mechanics.	C5
Panel beater (Class 1 Journeyman)	Means an employee who repairs and replaces accident-damaged motor vehicle bodywork, restoring them to factory clearances after an accident or other form of damage and is a Class 1 Journeyman	C5

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Purchasing Officer/ Procurement Officer	Means an employee responsible for identifying local/ foreign suppliers of goods required for stock, resale and for direct use throughout the company, negotiating prices, delivery periods and terms of payment that are cost-effective and ensuring quality specifications are in accordance with company requirements	C5
Systems/ICT Officer	Means an employee who supports all users on IT system, ensures that the system is working properly at all times and carries out all general repairs and maintenances of both software and hardware	C5
Transport Officer	Means an employee who monitors/supervises all company motor vehicles, keeps all company motor vehicle records, is responsible for the licensing and insurances of all vehicles, for the ordering and requisitions of fuel and for all required parts and other related duties.	C5
Undertaker Level 4	Means an employee who undertakes body removals and all burial functions, is responsible for setting up cemetery equipment and arranging funerals, records all activities in the funeral register, obtains/assists bereaved family to obtain important documents such as burial order/permit, death certificate etc., removes the deceased body from the place of death or mortuary as directed and takes it to its destination, may also drive mourners, conducts the burial process such as lowering the body using the lowering device, must be above 5 years' experience and hold a Diploma in Mortuary Science and Undertaking.	C5
Underwriting Officer	Means an employee responsible for deciding whether or not to accept applications for funeral cover, examines insurance proposals, collects background information, and assesses risk, and determining premiumsto ensure that accurate quotes are produced that are competitive to the customer, yet profitable for the company.	C5
Welder (Class 1 Journeyman)	Means an employee who repairs machinery and other components by welding pieces and filling gaps, tests and inspects welded surfaces and structure to discover flaws, maintains equipment in a condition that does not compromise safety, possesses knowledge of various metal welding properties including TIG/MIG/ARC and gas welding and is a Class 1 Journeyman.	C5

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Senior Funeral Consultant	Means an employee who attends to the bereaved family and advises on issues to do with body removal, making a claim, processing of burial orders, burial arrangements, organising the funeral itself and related matters. Must be above 5 years' experience and be a holder of at least a Diploma in Mortuary Science & Undertaking, or any related qualification.	C6
Administration Officer	Means an employee responsible for managing, co-ordinating, and supervising a group of subordinates that provide the administrative support functions to an organisation, assists in preparing budgets, controlling budget expenditures and revenues, recommending space and equipment requirements, conducting performance evaluations, advises on administrative matters to senior management, carries out special assignments for senior staff, identifies problem areas, determines solutions and implements changes.	C6
Services/branch Supervisor	Means an employee who is specifically charged with the responsibility for the conduct of Funeral Services operations, does the planning and scheduling of daily activities in liaison with the operations/services manager and exercises oversight and supervisory role on lower staff in that section/branch	C6

THIRD SCHEDULE

FORM OF NOTICE

NAME OF ESTABLISHMENT:

In terms of section 29 of the Collective Bargaining Agreement for the Collective Bargaining Agreement for the Funeral Industry of Zimbabwe—

- (a) the number of ordinary hours per week for each grade or group of employees is:

- (b) the normal daily times of starting and time of finishing work for each grade or group of employees are:

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FOURTH SCHEDULE

GRATUITIES

Length of Services (Years)	Percentage of monthly wage at termination of employment
5 – 10	20
11 – 15	25
16 – 20	30
21 – 25	35
26 – 30	40
Above 30	45

FIFTH SCHEDULE

REMUNERATION

TABLE OF MINIMUMS.

Grade	Minimum monthly salary (\$)
A1	280.00
A2	291.20
A3	302.85
B1	327.08
B2	340.16
B3	353.77
B4	374.99
B5	389.99
C1	421.19
C2	438.04
C3	455.56
C4	482.89
C5	502.21

**NATIONAL EMPLOYMENT COUNCIL FOR THE FUNERAL
INDUSTRY OF ZIMBABWE (NECFI) EMPLOYMENT CODE OF
CONDUCT AND GRIEVANCE HANDLING PROCEDURES**

Preamble

1. This code issued by the National Employment Council for the Funeral Industry of Zimbabwe (NECFI), and is drafted in terms of the Labour Act [*Chapter 28:01*] herein referred to as the Act.

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

Although it is fairly comprehensive, it cannot cover every specific case that can occur hence officials administering the Code and the employees must have regard to the spirit behind it when dealing with such cases. Administering officials shall also act in good faith and discretion must be used when administering the Code of Conduct.

Title

2. This employment code of conduct shall be cited as The National Employment Council for the Funeral Industry of Zimbabwe Code of Conduct and Grievance Handling Procedures (herein referred to as the “code”). The code is drafted in terms of section 101 of the Labour Act [*Chapter 28:01*]

Application and scope of the code

3. This code shall apply to all permanent, contracts and casual employees in grades contained in the First Schedule of the Funeral Industry of Zimbabwe Collective Bargaining Agreement (CBA) as may be amended from time to time.

Duration

4. The code shall come into operation from the date of its registration by the Ministry of Public Service, Labour and Social Welfare as specified in the Labour Act [*Chapter 28:01*].

This employment code of conduct shall remain in force until modified, revised, amended or repealed by the National Employment Council for the Funeral Industry of Zimbabwe.

Definitions

5. In this code, unless inconsistent with the context, the following terms and phrases shall be interpreted to mean the following—

“act” means the Labour Act [*Chapter 28.01*] as amended from time to time;

- “appeals committee” means a committee at the workplace, constituted of two representatives from the workers committee and two representatives from management and a chairperson which is empowered to hear and determine on appeals from the disciplinary committee/disciplinary officer;
- “appeals officer” means a person appointed by the employer at the workplace or establishment to hear and determine on appeals from the disciplinary committee or disciplinary officer;
- “complainant” means an aggrieved party;
- “designated agent” means a person appointed in terms of section 63 of the Act;
- “disciplinary action” means an action taken by the employer in terms of this code to correct or punish unacceptable conduct of an employee or contravention of this code;
- “disciplinary committee” means a committee set up at a work place to preside over and decide over disciplinary cases and consists of two representatives from management and two representatives from the workers committee or worker/employee representatives, a chairman and a secretary, the Secretary whose responsibility shall be to record the proceedings only;
- “disciplinary officer” means a person appointed by the employer at the work place or establishment to deal with or to preside over and decide over disciplinary cases;
- “employee” means an employee as defined under the Act and particularly in the funeral industry for the purpose of this code;
- “employer” means an employer as defined under the Act and engaged in funeral business activities for the purpose of this code;
- “employer organisation” means employer organisation as provided for in terms of Part VII of the Act and specifically the Funeral Industry Employers Association with regard to this code;
- “General Secretary” means the secretary of the National Employment Council for the Funeral Industry of Zimbabwe;
- “grievance” means any complaint or dissatisfaction by an employee or employees about a particular condition or about general conditions of employment including any particular behaviour on the part of management or fellow employees;
- “head” means the management director, chief executive officer, chief operating officer or general manager of an organisation or the highest office bearer of the organisation whatever the case may be;
- “human resources office” means the office that is responsible for administering and managing the company’s human resources, personnel and industrial relations;
- “immediate supervisor” means any employer next in seniority and to whom the subordinate employee directly reports to;

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- “labour court” means a court established in terms of the Act;
- “manager/supervisor” means a person responsible for the supervision of staff and include such other managers or supervisors at the company or organisation;
- “misconduct” means any act or behaviour or conduct by an employee in contravention of this code of conduct;
- “national employment council” means the National Employment Council for the Funeral Industry of Zimbabwe;
- “NECFI appeals committee” means a committee made up of three trade union representatives and three representatives from the Funeral Industry Employers Association of Zimbabwe and a chairperson;
- “offence” means any offence specified in the Sixth Schedule of offences set out in this code of conduct;
- “penalty” means corrective action or disciplinary action or punishment to be administered on an employee arising from the offence committed;
- “trade union” means the Zimbabwe Funeral Assurance and Services Workers Union;
- “workers committee” means a committee elected or appointed in terms of the Act to represent workers within the company;
- “works council” means a council composed of an equal number of representatives of the employer and representatives drawn from members of the workers committee and a chairperson;
- “work place” means the employee’s work station or wherever an employee is assigned to perform the employer’s duties.

Purpose of the Code

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

Objectives of the Code

7. The objectives of this code shall among other issues include the following—
- (a) promote machinery for careful investigation of offences before corrective or disciplinary action can be administered;

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

Basic principles of the Code

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

- (a) to establish the facts to the effect that, no disciplinary action and grievance resolution will be taken until the matter has been fully investigated;
- (b) to deal consistently and fairly with disciplinary and grievance issues at all levels;
- (c) to comply with the principles of natural justice that is at every stage the employee should be advised of the nature of the complaint, be given the opportunity to state his or her case, and be represented by a person of his/her choice and the employer should be given enough opportunity to lay down his or her case against an employee;
- (d) any party has a right to appeal to an appropriate level against any decision made or taken against it in terms of the code;
- (e) an employee shall have the right to be represented at a disciplinary or grievance hearing by a fellow employee, workers committee representatives, trade union official or a legal practitioner at the employee's expense;
- (f) to comply with the provisions of the code and the Act in dealing with all issues;
- (g) to promote sound industrial relations through mutual consultation, trust and cooperation between employers and employees;
- (h) that any accused employee is innocent until proven guilty in terms of this code;
- (i) that impartiality should be observed.

DUTIES AND RIGHTS OF PARTIES

Rights and duties of employees and employees' organisations

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

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

Rights and duties of employers and employer organisations

9a. Employers and employers' organisations shall have the following rights and duties in terms of this code—

- (a) maintain fair, just and consistent discipline;
- (b) ensure that all employees are aware of the standards of acceptable behaviour expected of them at the work place;
- (c) to develop, jointly with worker representatives industrial relations principles in terms of this code and relevant regulations;
- (d) to comply with all laws, collective bargaining agreements and other applicable instruments;

- (e) to ensure that all employees are familiar with the provisions of this code and other instruments governing employment;
- (f) to advise, counsel, reprimand and discipline employees in terms of this code;
- (g) to set standards of conduct and performance for employees;
- (h) maintaining and excising discipline in accordance with the provisions of this code and any other relevant enactment;
- (i) promptly and fully resolving employees' grievances;
- (j) ensure that employees are provided with an enabling working environment;
- (k) through employer representative to participate in amending this code;
- (l) to advise or take the appropriate action where the employer considers that an employee's behaviour or performance is unacceptable or unsatisfactory;
- (m) to call witnesses to testify on its behalf and cross examine witnesses against them;
- (n) to ensure that employees have received the necessary training on the provisions of this code

ESTABLISHMENT OF COMMITTEES AND THEIR FUNCTIONS

For the purposes of administering this code in the industry there shall be the following committees/institutions:—

Composition of Disciplinary Committee

10.—

- (a) every company shall have a disciplinary committee of equal members drawn from workers and management who shall only proceed to hear the matter if a quorum is constituted which quorum shall be made up of all members—
 - (i) two management representatives;
 - (ii) two workers representatives;
 - (iii) one member from management chairing;
 - (iv) one neutral person-minutes taker.The Chairperson shall have a casting vote in the event of a deadlock.
- (b) in cases of companies with less than 10 employees where a disciplinary and grievance committee cannot be formed or companies that cannot constitute a Disciplinary Committee of at least 2 members the highest authority shall appoint a disciplinary authority who shall hear the matter and conclude the matter.

Functions of the Disciplinary Committee/Disciplinary Officer

11. The disciplinary committee or disciplinary officer shall exercise the following functions:—

- (a) to hear and determine disciplinary cases in terms of this code;
- (b) to ensure the observance of time limits in hearing and determining cases;

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- (c) to ensure that the parties have been accorded enough opportunity to state their cases adequately;
- (d) to ensure that justice is done accordingly and that all parties are represented as they wish;
- (e) to ensure that disciplinary cases are disposed in an impartial manner;
- (f) to ensure that the hearing process is done in a systematic and orderly manner;
- (g) to record and keep record of the proceedings
- (h) to give a verdict at the end of the disciplinary hearing; the committee must arrive at the decision, i.e. whether the employee is guilty or not;
- (i) the decision shall be reached by consensus or by majority vote and in the event of a tie the chairperson of the committee shall have a casting vote;

Disciplinary hearing procedure guidelines

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

- (a) introduce everybody and must explain the reasons for the set down;
- (b) the chairperson shall ensure that the disciplinary committee is properly constituted;
- (c) read the employee's rights and ensure that they are understood;
- (d) read and state the charge against the employee and ask the complainant to confirm the statement;
- (e) read the accused employee's response to the charges and ask him or her to confirm the statement and whether he or she pleads guilty to the charges;
- (f) invite the complainant to state his or her case against the accused employee; permit the accused employee to cross examine the complainant;
- (g) the committee may also cross examine the complainant at this stage;
- (h) the accused employee to give his or her side of the case;
- (i) complainant to cross examine the accused;
- (j) the disciplinary committee/disciplinary officer to cross examine the accused employee;
- (k) witnesses are called one by one to give evidence after which the accused employee or the complainant and the committee/officer may cross examine the witnesses;
- (l) ask the complainant and the accused employee to leave the room to allow the committee/officer to consider all the evidence prior to giving a verdict at the end of the disciplinary hearing;

- (m) the committee must arrive at the decision, i.e. whether the employee is guilty or not;
- (n) the decision shall be reached by consensus or by majority vote and in the event of a tie the chairperson of the committee shall have a casting vote;
- (o) if the employee is found guilty the committee or disciplinary officer shall invite the accused to give mitigation factors before the ultimate penalty;
- (p) once the decision has been reached the accused employee and complainant must be notified of the decision in writing through the Human Resources within **five (5) working days**;
- (q) the right of appeal and time frames should then be communicated to the accused.

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

For the purpose of this code, the disciplinary process commence at the point when the alleged offender receive the formal letter of suspension.

All internal disciplinary proceedings should be concluded within **fourteen (14) working days**.

Internal Appeals Committee and Composition

13.—

- (a) where a company cannot constitute an appeals committee an Appeals officer who is the Chief Executive Officer or the Director at the workplace shall be appointed to hear the appeal;
- (b) further, provided that a person appointed as an Appeals Officer was not involved in the disciplinary hearing at the workplace;
- (c) any person who is aggrieved by a decision of the Disciplinary Committee should lodge an Internal Appeal within **five (5) days** after receiving such decision of the Disciplinary Committee;

Functions of the Internal Appeals committee/Appeals officer at the work Place

14. (1) The appeals committee shall exercise the following functions—

- (a) to hear and determine appeals in terms of this code;
- (b) to review decisions of the disciplinary committee/disciplinary officer in respect of such application;
- (c) when handling an appeal case the committee may conduct a hearing or decide the case on record;
- (d) on conclusion of an appeal the committee may confirm, vary, reverse or set aside the decision of the disciplinary committee or disciplinary officer and substitute with own decision;

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(2) Any person who is aggrieved by a decision of the Internal Appeals Committee or authority at the workplace has the right to appeal in writing to the National Employment Council within *seven (7) working days* of being notified of the employer's decision, giving full grounds and reasons for appeal.

Internal appeal procedure

15. Appeal against first written warning, final written warning or dismissal—
- (i) an employee has a right to appeal to the appeals committee or the head within *five (5)* working days after receipt of written notification of the decision made by either the disciplinary committee or the disciplinary officer;
 - (ii) the late noting of an appeal shall only be condoned by the appropriate appeals authority if good and sufficient reasons exist;
 - (iii) the notice of appeal shall be submitted to the human resources department in "Form C 2";
 - (iv) the appellants shall state clearly his or her grounds for appeal in writing;
 - (v) in the event that the appeals committee decides to call for a hearing, the appeal hearing must be conducted as the information needed can be obtained from the minutes or recording of the first hearing;
 - (vi) the human resources department shall ensure that the following documents are copied and made available to the appeals committee members/appeals officer—
 - the record of disciplinary proceedings and decision;
 - all documents relating to the case;
 - The notice of appeal/letter of appeal and statement.
 - (vii) the appeal must be heard and concluded within fourteen (14) working days of lodging of the appeal by the aggrieved party;
 - (viii) an employee or employer who is aggrieved by the determination of the appeals committee head may appeal to the NECFI appeals committee.

NECFI Appeals committee and composition

16. The NEC Appeals Committee shall be composed of—
- (a) chairperson;
 - (b) three representatives from the trade union;
 - (c) three representatives from the employers organisation.

It is noted that any four (4) members of equal representation shall form a quorum. If no quorum proceedings shall not take place.

The Chairperson shall exercise a casting vote in the event of a deadlock.

Functions of the NECFI Appeals Committee

17. The NECFI Appeals Committee shall exercise the following functions—

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

Appeal procedure to the NECFI Appeals Committee

18.—

- (a) an Appeal to the National Employment Council for the Funeral Industry Appeals Committee mentioned in section 15(viii) must be noted within seven (7) working days in “Form NECFI 1”;
- (b) the late noting of an appeal shall only be condoned by the appropriate Appeals Authority if good and sufficient reasons exist;
- (c) when noting an appeal to the NECFI appeals committee, the appellant shall complete Form NECFI 1 hereafter referred to as the appeals form and attach all relevant documents and deliver it to the General Secretary or Designated Agent of the NECFI;
- (d) the General Secretary or Designated Agent shall upon receipt of the appeal documents call the NECFI Appeals Committee to meet and dispose the case within ***thirty (30)*** working days;
- (e) an employer or employee aggrieved by the decision of the NEC Appeals Committee shall appeal to the Labour Court in terms of the Act and Labour Court Rules.

The functions of the works council

19. It is imperative that wherever possible in every establishment in which a workers committee of trade union committee, representing employees has been elected, there shall be a works council for the purposes of creating democratic, just and sound industrial relations—

- (a) the functions of a works council shall be as provided in the Labour Relations Act [*Chapter 28:01*] section 25(a)(4);
- (b) works councils exist to ensure that some of the key decisions at the workplace are not taken by the employer alone but involve ALL representatives of the workforce;
- (c) its legal basis is to work together (the employer and employees) “in a spirit of mutual trust ...for the good of both the employees and the establishment”;

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- (d) to focus on the best interests of the organisation and employees on the best possible use of human capital, equipment and other resources, so that maximum productivity and optimum employment standards may be maintained;
- (e) encouraging and maintain the good relations between the employer and the employees to all levels and to understand and seek solution to their common problems;
- (f) for the purpose of this code, the works council shall hear and resolve employees group grievances in terms of this code.

Workers Committee and Right to participate in workers committees' affairs:

20. (1) Every employee shall have the right to participate in the formation of a workers committee and to undertake tasks on behalf of the workers committee at his or her workplace.

(2) The functions of a workers' committee shall be as provided in the Labour Relations Act [*Chapter 28:01*] section 24 and its aims and objectives shall be—

- (a) to act as a direct link and means of communication between the employer and employees;
- (b) to provide a means for presentation of discussion with management of workers' requests and grievances;
- (c) to promote good employer-employee relationship and to encourage the settlement of disputes and grievances by conciliatory methods and stability at the work place;
- (d) to promote productivity and generating a stable and good atmosphere within the work place;
- (e) to promote the interests of workers and maintain a regular contact with employees whom they represent;
- (f) to ensure that if a fellow employee seek their advice in respect of any grievance or matter that a least a member is available to represent that employee;
- (g) to cooperate with the registered trade union in ensuring that the collective bargaining agreement and any other appropriate regulations are observed by the employer.

Composition, tenure of office and meetings of workers committees

21. Composition, Tenure of office and meeting procedures of the Workers' Committees shall be as provided in the Labour Relations Act—(Labour Relations (Workers Committees) (General) Regulations, 1985, – Statutory Instrument 372 of 1985.

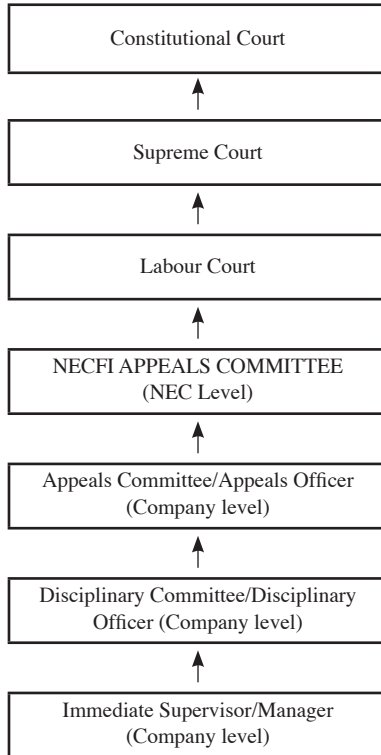
The functions of the Designated Agent in appeals

22. The NEC Designated Agent shall exercise the following functions—

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

23.—

The hearing levels



Offences and penalties

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

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Verbal warnings

25. When the offence warrants a verbal warning the supervisor or manager shall—
- (i) convene a formal meeting with the employee;
 - (ii) outline the case against the employee and why he or she is of the opinion that an offence has been committed;
 - (iii) give the employee the opportunity to answer the allegations made against him or her and to justify his or her actions, if any;
 - (iv) the supervisor or manager shall then consider all the evidence, including the representations made by the employee, and make a decision regarding whether the employee should receive a verbal warning or not;
 - (v) in the event that the supervisor or manager decides that the employee should receive a verbal warning he or she shall sign a note to that effect giving his or her reasons which shall be lodged in the employee's personal file;
 - (vi) the decision shall be communicated to the employee in writing.

First written warnings, final written warnings and Dismissal

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

- (a) suspend such employee with or without pay and benefits and shall forthwith serve the employee with a letter of suspension detailing the reasons and grounds of the suspension;
 - (b) upon serving the employee with the suspension letter as detailed above, the employer shall cause, within **14 days**, investigate the matter fully, conduct a hearing and make an appropriate determination into the alleged misconduct of the employee and, may, depending on the circumstances of the case—
 - (i) serve a notice, in writing on the employee concerned removing the suspension and reinstating such employee on full pay and benefits if the grounds of suspension are not proved;
 - (ii) A determination or order served in terms of this code shall provide for back pay and benefits from the time of the summary suspension.
- (2) At the hearing, an employee shall have the right to—
- (a) at least **three (3) working days'** notice of the proceedings in "**Form C 1**" against him or her and the charge he or she is facing;
 - (b) appear in person before the company or organisation's disciplinary committee or disciplinary officer as the case may be and be represented by either a fellow employee, workers committee member, trade union official/officer or a legal practitioner;

- (c) call witnesses and have them cross examined;
- (d) be informed of the reasons for a decision;
- (e) Address in mitigation before the ultimate penalty is imposed.

(3) After the hearing has been concluded the disciplinary committee or disciplinary officer shall consider all the evidence and make a decision within five (5) days.

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

Appeals procedures

27. Appeal against first written warning, final written warning or dismissal:

1. An employee has a right to appeal to the Internal Appeals Committee or the head within five (5) working days after receipt of written notification of the decision made by either the disciplinary committee or the disciplinary officer.
2. The late noting of an appeal shall only be condoned by the appropriate appeals authority if good and sufficient reasons exist.
3. The notice of appeal shall be submitted to the human resources department in "Form C 2".
4. The appellant shall state clearly his or her grounds for appeal in writing, Statutory Instrument 76 of 2016.
5. In the event that the appeals committee decides to call for a hearing, the appeal hearing must be conducted as the information needed can be obtained from the minutes or recording of the first hearing.
6. The human resources department shall ensure that the following documents are copied and made available to the appeals committee members/appeals officer—
 - (a) the record of disciplinary proceedings and decision;
 - (b) all documents relating to the case;
 - (c) the notice of appeal/letter of appeal and statement.
7. The internal appeal must be heard and concluded within **fourteen (14)** working days of lodging of the appeal by the employee.
8. An employee or employer who is aggrieved by the determination of the internal appeals committee/head may appeal to the NECFI appeals committee.
9. The appeal to the National Employment Council for the Funeral Industry Appeals Committee mentioned in subsection (7) must be noted within **seven (7) working days** in "Form NECFI 1".
10. When noting an appeal to the NECFI appeals committee, the appellant shall complete Form NECFI 1 hereafter referred to as the appeals form and attach all relevant documents and deliver it to the Designated Agent/General Secretary.

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11. The Designated Agent/General Secretary shall upon receipt of the appeal documents call the NECFI appeals committee to meet and dispose the case within **thirty (30)** working days.
 12. An employer or employee aggrieved by the decision of the NEC appeals committee shall appeal to the Labour Court.
- 28. Grievance procedures**
- 28.1. It is acknowledged that grievances arise amongst employees and that management is responsible for attempting to resolve the grievances of employees in a spirit of harmony, understanding and co-operation.
 - 28.2. ***The “Form NECFI 2” shall be used for any grievance at any level except to the Labour Court.***
- 29. Individual grievances**
- (a) an employee shall have the right to have the individual grievances resolved by pursuing the following procedures;
 - (b) in the event that it is not possible to follow the steps as set out below because of the reporting structure of the organization the matter will commence at step 4.
- 29.1. Step 1: To immediate supervisor or manager**
- The employee will in the first instance discuss the matter with his or her immediate supervisor or manager. The immediate supervisor or manager shall give a decision concerning the grievance within two working days of the matter being referred to him or her.
- 29.2. Step 2: To the immediate superior of the employees’ supervisor or manager (herein referred to as the superior)**
- If the employee is not satisfied with the decision of his or her immediate supervisor or manager he or she shall have the right to refer the grievance to the superior. This shall be done in writing within two working days of the decision having been communicated to him or her. The superior shall resolve the grievance within a further two working days.
- 29.3. Step 3: To the head**
- If the employee is not satisfied with the decision of the Superior he or she shall have the right to refer the grievance to the head. This shall be done in writing within two working days of the decision having been communicated to him or her. The head shall resolve the grievance within a further three working days.
- 29.4. Step 4: To the National Employment Council for the Funeral Industry (herein referred to as the NEC)**
- If the employee is not satisfied with the decision of the head he or she shall have the right to refer the dispute to the NECFI Designated Agent who shall dispose the matter in terms of the Act.

30. Group grievances

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

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

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

30.2. Step 2: To the works council

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

30.3. Step 3: To the head

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

30.4. Step 4: To the National Employment Council for the Funeral Industry (herein referred to as the NEC)

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

31. General notes

1. Where there is no workers committee, the employer shall appoint any person in his or her employment as a disciplinary officer.
2. The human resources representative may attend the disciplinary hearing to take minutes of the proceedings and not as a member of the committee.
3. The human resources representative shall advise the committee or the disciplinary officer on the provisions of the code and relevant statutes to be applied and ensure that the disciplinary process is fair, just and impartial.
4. The appeals committee shall be comprised of members who did not sit or participate at the disciplinary stage and no member of the trade union or employers association could constitute NECFI appeals committee for a matter from an employer where he or she is employed.
5. Disciplinary action should be initiated as soon as possible after discovery that an employee is alleged to have committed an offence and should be concluded within the stipulated time frames.
6. Any penalty already in force may be taken into account in determining the penalty for a subsequent offence.

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7. The issuing of verbal or written warning and counselling is corrective and educational measure. Statutory Instrument 76 of 2016.
8. A grievance procedure should operate on a sound principle of examining the issue at hand and not the person.
9. There is need to investigate real causes of grievances and not to resort to short term measures and solutions.
10. Impartiality should be observed.
11. There should be a clear channel for expressing grievances and ensure speedy resolution of such grievances.

Definitions of Acts of Misconduct

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

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

“breach of confidentiality” means disclosing confidential information to unauthorised parties with actual or potential prejudice to the employer, supplier or customers;

“collective job action” means an industrial action calculated to persuade or cause a party to an employment relationship to accede to a demand related to employment;

“conducting a transaction with a client in a rude manner or shouting at a client” means being discourteous, impolite or disrespectful to clients;

embezzlement” means an offence where an employer converts to his or her own use property/money for the company, which has been received by him on behalf of the employer;

“extortion” means an offence where an employee demands money, a favour for services or advantage or for such purposes to intentionally and unlawfully subject to pressure a member of the public dealing with the company whether by threat or not performing his employment duty to such a person or by abuse of his or her discretion or otherwise;

“failure to fulfil the expressed or implied conditions of the contract of employment or breach of the employment contract” means being unable to fulfil the express conditions, which are those that are clearly written in the contract of employment as read together with the job description and implied conditions are, those that may not be specifically laid down in a document but which are reasonably connected to the contract of employment and which the law will nevertheless consider as forming party of the contract of employment;

“fighting physically or physical assault” means an offence that involves the exchange of blows or use of damaging objects by two or more

employees at the work place or outside the workplace. Physical assault involves inflicting of physical injury to another or where one actually strikes, drags or touches another in anger, vengeful or insolent manner;

“forgery and altering” means an offence when an employee falsifies any signature on official documents or written information and communicates the same to another with the intention of causing actual or potential prejudice or which is potentially prejudicial to the employer, supplier or customers;

“fraud” means unlawfully making changes, intentionally or not, a representation, whether written, oral or by conduct which causes actual prejudice or which is potentially prejudicial to the employer or another person;

“gross incompetence or inefficiency in the performance of his/her work” means an offence where an employee performs unsatisfactory or substandard work resulting in extremely poor work output which may result in serious loss, damage or prejudice to the employer or company;

“gross negligence” means lack of proper care or attention in discharging a duty to the extent that the employer’s property is exposed to risk or is damaged; gross negligence shall include negligent loss which means an act where an employee, through carelessness or recklessness, deliberately loses employer’s property or is unable to account for it satisfactorily while negligent damage means an act whereby an employee through carelessness or recklessness deliberately allows the employers’ property in the employee’s charge to be damaged;

“insubordination” means openly defying, by word or conduct, authority of a supervisor or manager; insubordination includes rudeness and vindictiveness;

“lack of skill which the employee expressly or impliedly held himself/herself out to possess” means an offence where an employee lacks expertise or skill which he or she indicated in writing or verbally that he or she possesses;

“sexual harassment” means unwelcome physical, verbal or non-verbal sexual conduct that denigrates or ridicules or is intimidatory, suggestive or is physically abusive of another employee’s sex; it may be derogatory or degrading insults which are gender related and offensive;

“theft” means unauthorised and intentional appropriation of property belonging to the employer or other persons at the work place or on duty with the intention of permanently depriving the other of that property;

“threatening to cause physical injury to a member of staff or client” means making threats or intimidation or threatening with violence by action or volition of words or conduct that leads another to apprehend fear to his/her person or family whether immediately

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or in future if by threats or force, he or she prevents or obstruct another from performing his work or uses unlawful means to compel that other person to act or refrain from acting against his will;

“usury” means an offence of being involved in administering any illegal money lending activity on employer’s business or premises;

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

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

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

SIXTH SCHEDULE OFFENCES AND PENALTIES

Penalties

1.—

The time periods for validity of offences are as follows—

- Verbal warning—one month
- First written warning—three months
- Final written warning—twelve months

These offences are classified under one of the following eight categories—

1. Offences relating to sub-standard performance.
2. Offences relating to absenteeism.
3. Offences relating to alcohol and drug abuse.
4. Offences relating to loss or damage of property.
5. Offences relating to violence, abusive language and other related offences.
6. Offences relating to disobedience or indiscipline.
7. Offences relating to dishonesty, theft, fraud and other related offences.
8. Other offences.

OFFENCES RELATING TO SUB-STANDARD PERFORMANCE	FIRST OFFENCE	SECOND OFFENCE	3RD OFFENCE
(a) Failure to meet set and agreed deadlines	Verbal warning	Final written warning	Dismissal
(b) Performance of a job, duty or task without the exercise of due care and attention	Verbal warning	Final written warning	Dismissal

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(c) Lack of skill which the employee expressly or impliedly held himself or herself out to possess	Dismissal	—	—
(d) Gross incompetence or inefficiency in the performance of his work	Dismissal	—	—
OFFENCES RELATING TO ABSENTEEISM	FIRST OFFENCE	SECOND OFFENCE	3RD OFFENCE
(a) Unauthorized absence from work station during working hours without a satisfactory explanation	Verbal warning	Final written warning	Dismissal
(b) Unauthorised absence from work for more than two consecutive days but less than five days without a satisfactory reason	Written warning	Final written warning	Dismissal
(c) Unauthorised absence from work for five or more consecutive days without a satisfactory reason	Dismissal	—	—
(d) Reporting for work for at least 60 minutes without permission/valid reason or leaving work early without permission/valid excuse	Verbal warning	Final written warning	Dismissal
(e) Extended or unauthorised breaks during normal working hours	Verbal warning	Final written warning	Dismissal
f) Sleeping during normal working hours	Written warning	Final written warning	Dismissal
OFFENCES RELATING TO LOSS OR DAMAGE OF PROPERTY	FIRST OFFENCE	SECOND OFFENCE	3RD OFFENCE
(a) Driving Company vehicle without authority to drive	Final written warning	Dismissal	—
(b) Driving a company vehicle without a driving license.	Dismissal	—	—
(c) Wilful and unlawful loss/damage of the Company's property	Dismissal	—	—

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(d) Gross negligent loss/ damage of the Company's property	Final written warning	Dismissal	—
(e) Wasteful use or misuse of company property	Written warning	Final written warning	Dismissal

2.

OFFENCES RELATING TO ALCOHOL AND DRUG ABUSE	FIRST OFFENCE	SECOND OFFENCE	3RD OFFENCE
(a) Drug abuse	Final written warning	Dismissal	—
(b) Drunkenness	Dismissal	—	—
OFFENCES RELATING TO VIOLENCE, ABUSIVE LANGUAGE AND OTHER RELATED OFFENCES	FIRST OFFENCE	SECOND OFFENCE	3RD OFFENCE
(a) Use of abusive, offensive, insulting language jokes.	First written warning	Final written warning	Dismissal
(b) Threatening to cause physical injury to a member of staff or client	Final written warning	Dismissal	—
(c) Fighting physically or physical assault	Dismissal	—	—
(d) Sexual harassment	Final written warning	Dismissal	—
(e) Conducting a transaction with a client in a rude manner or shouting at a client	Final written warning	Dismissal	—
(f) Assault	Dismissal		
OFFENCES RELATING TO DISOBEDIENCE OR INDISCIPLINE	FIRST OFFENCE	SECOND OFFENCE	3RD OFFENCE
(a) Wilful disobedience to a lawful order/instruction given by a person in authority	Dismissal	—	—
(b) Insubordination	Dismissal	—	—

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(c) Non-compliance with established procedures or standing instructions	Written warning	Final written warning	Dismissal
(d) Discourtesy in the course of duties to a superior, a client or member of the public	Written warning	Final written warning	Dismissal
(e) Unauthorized use of company's facilities, equipment or property	Final written warning	Dismissal	—
(f) Engaging in conduct detrimental to the smooth operation of the company's business	Verbal warning	Final written warning	Dismissal
(g) Behaving in a manner which endangers the safety or health of others	Written warning	Final written warning	Dismissal
(h) Violating safety or security rules or measures without serious consequences	Verbal warning	Written warning	Dismissal
(i) Violating safety or security rules or measures with serious consequences	Final written warning	Dismissal	—
(j) Eating, drinking or chewing in client service areas or at unauthorized places	Verbal warning	Written warning	Dismissal
(k) Use of computer software, which is not authorized or licensed by the company for use within the company	Dismissal		
(l) Causing untidiness in service areas	Verbal warning	Written warning	Dismissal
(m) Disregard for company's standards of dress, Cleanliness and personal hygiene	Verbal warning	Final written warning	Dismissal

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(n) Refusing to permit security staff to search a bag, briefcase, vehicle or other receptacle when they have cause for wanting to do so or authority to do so.	Dismissal	—	—
(o) Renewing a contract or signing a contractual agreement without the authority to do so.	Dismissal	—	—
OFFENCES RELATING TO DISHONESTY, THEFT, FRAUD AND OTHER RELATED OFFENCES	FIRST OFFENCE	SECOND OFFENCE	3RD OFFENCE
(a) Giving or attempting to give any form of bribe to induce any person to perform any corrupt act	Dismissal	—	—
(b) Receiving or attempting to receive any form of bribe as an inducement for performing any corrupt act	Dismissal	—	—
(c) Deliberately giving untrue, erroneous or misleading information or testimony whether verbally or in writing	Dismissal	—	—
(d) Falsifying or unauthorized alteration of any company document	Dismissal	—	—
(e) Unauthorized possession of property to be discarded	Dismissal	—	—
f) Applying or attempting to apply for any unauthorised purpose, any funds assets or property belonging to the company	Dismissal	—	—
(g) Any other dishonesty towards company, fellow members of staff or members of the public	Dismissal	—	—

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(h) Failing to declare an interest in any transaction involving the company in circumstances where a personal advantage or advantage for a close relative or friend could be gained from the transaction	Dismissal	—	—
(i) Theft	Dismissal	—	—
(j) Fraud	Dismissal	—	—
(k) Extortion	Dismissal	—	—
(l) Embezzlement	Dismissal	—	—
(m) Forgery and altering.	Dismissal	—	—
(n) Usury	Dismissal	—	—
(o) Breach of confidentiality	Dismissal	—	—
OTHER OFFENCES	FIRST OFFENCE	SECOND OFFENCE	3RD OFFENCE
(a) Failure to fulfil the expressed or implied conditions of the contract of employment or any breach of the employment contract	Dismissal	—	—
(b) Disclosing to an unauthorized person confidential information about the company, the company's clients or business associates	Dismissal	—	—
(c) Gaining access or attempting to gain access to information held by the company without the necessary authority	Dismissal	—	—
(d) Undertaking outside work or activity which is prejudicial to the company including working for an employer in competition with the company	Dismissal	—	—

Collective Bargaining Agreement: Funeral Industry

NOTICE TO ATTEND DISCIPLINARY HEARING

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

To be completed in duplicate.

Form C 1

From: To:
(Supervisor/Manager) (Employee's name)

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

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

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

Signed:
(Supervisor/Manager)

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

Signed: Date:
(Employee's signature)

Signed:
(Human Resources Official)

NB: If you do not attend the hearing after receiving this notification at the time and place notified, without a reasonable excuse the hearing may proceed without you.

DISCIPLINARY APPEALS FORM

To be completed in triplicate.

Form C 2

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

To: The Appeals Committee/Appeals Officer

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

Full name of appellant:

Contact address and telephone:
Department/Division/Branch:
Appellant’s job title:
Grade:
Offence/misconduct:
Determination:
Reasons/grounds of appeal (attach documents if space is required):
.....
.....

I wish the following persons to be summoned as witnesses

Name:

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

and the following documents to be produced:

.....
.....

Signature of appellant: Date:

Signed: Date received:
(Human Resources Official)

APPEALS FORM

To be completed in triplicate.

Form NECFI 1

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

To: The NEC Funeral Industry Appeals Committee

Note: This is an appeal against a determination in terms of the National Employment Council for the Funeral Industry Code of Conduct.

Full name of appellant:

Contact address and telephone:
.....

Full name of respondent:

Contact address and telephone:

Appellant’s job title:

Grade:

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Date engaged:.....

Grounds of appeal:

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

(Also see attached)

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

Signed:

FOR NEC STAMP ONLY

.....

GRIEVANCE FORM

To be completed in triplicate if referring to NECV

FORM NECFI 2

To: The

Note: This grievance is raised in terms of the National Employment Council for the Funeral Industry Code of Conduct.

Full name of employee raising the grievance:

Contact address and telephone:

Name of employer:

Full name of immediate superior:

Designation:

Grade of employee raising grievance:

Date Engaged:

Summary details of Grievance:

.....

.....

.....

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

Signed:

FOR NEC STAMP ONLY

.....

Resolved:..... Unresolved: Date:

Signed:.....

Declaration

The trade union and the employers association having arrived at the agreement on the Conditions of Service and the Employment Code of Conduct and Grievance Handling Procedures set forth herein, the undersigned officers hereby declare that the foregoing is the National Employment Council for the Funeral Industry Collective Bargaining Agreement arrived at, and affix their signatures hereto.

Signed at Harare on behalf of employees and employers in the month of July, 2019.

EDWARD GOMBA,

for: Funeral Industry Employers Association of Zimbabwe
(FIEAZ).

FARAI SIMOKO,

for: Zimbabwe Funeral Assurance and Services Workers Union
(ZIMFAWU)

SOLOMON CHIKANDA

Chairman, National Employment Council for the Funeral Industry
of Zimbabwe (NECFI).

TAKA SVOSVE

Secretary of Council, National Employment Council for the
Funeral Industry of Zimbabwe
(NECFI).

