

Collective Bargaining Agreement: Mining Industry (General Conditions) 2026

IT is hereby notified that the Collective Bargaining Agreement set out in the Schedule, which repeals and replaces the Agreement published in Statutory Instrument 152 of 1990 and Statutory Instrument 109 of 1993 has been registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

SCHEDULE
NATIONAL EMPLOYMENT COUNCIL FOR THE
MINING INDUSTRY

COLLECTIVE BARGAINING AGREEMENT
(MINEWORKERS)

This further agreement, made and entered into in accordance with the provisions of the Labour Act, [*Chapter 28:01*], between the Chamber of Mines of Zimbabwe (hereinafter referred to as "**the employers' organizations**"), of the one part, and the Associated Mine Workers of Zimbabwe and Zimbabwe Diamond & Allied Minerals Workers Union (hereinafter referred to as "**the trade unions**"), of the other part, being parties to the National Employment Council for the Mining Industry, repeals the Collective Bargaining Agreement: Mining Industry (General Conditions), 1990, published in Statutory Instrument 152 of 1990 (hereinafter referred to as "the principal agreement"), and Statutory Instrument 109 of 1993.

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Definitions.

1. Any expression used herein which is defined in the Act shall have the same meaning as in the Act, unless further defined herein.

Unless inconsistent with the context—

Words importing the masculine gender shall include the feminine.

Words importing the singular shall include the plural.

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

"**basic earnings**" means wages or salaries earned by an employee, but does not include bonuses, allowances, commissions, or overtime payment or any other payment in kind or other like benefits, unless such inclusion is authorized by the Council;

"**casual worker**" means an employee who is engaged to perform work on an intermittent or continuous basis for a period not exceeding six weeks in any four consecutive months.

"**category**" means a category of employment prescribed in subclause (5) of clause 10;

"**certificate of competency**" in relation to category 3 means a certificate issued by the Ministry of Labour, Manpower Planning and Social Welfare recognizing the holder as a skilled worker in a designated trade;

"**certificate of registration**" means a certificate issued by the Council in terms of clause *twelve* of this agreement, and issued in Form or any certificate of competency issued under any previous Industrial Agreement: Mining Industry (Mineworkers) or determination;

"**charge-hand**" means an employee appointed as such by an employer;

"**child**" means any person below the age of eighteen (18)

"**child labour**" means work that is mentally, physically, socially, or morally dangerous and harmful to children; deprives children of the opportunity to attend school or forces children to leave school prematurely; requiring them to attempt to combine school attendance with excessively long and heavy work and work that is in violation of a country's minimum age laws.

" **continuous service** " means, for the sake of gratuity, the total period of an employee's unbroken service—

(a) with only one employer; or

(b) with any group of employers controlled throughout by the same head office; or

(c) on any one mine, irrespective of any change of ownership of such Mine; or

(d) on any group of mines controlled throughout by the same head office, irrespective of any change ownership in such group;

from the commencement of such period to its termination, whether by death, resignation, retirement or discharge:

Provided that an employee whose employment is terminated and who is re-engaged by the same employer or group of employers, or on the same mine or group of mines, within 3 months of such termination, shall be deemed not to have broken his service;

"**contract worker**" means an employee engaged on a fixed term contract for a period of twelve months and above provided that a contract for a period of less than twelve months shall be deemed to be a contract without limit of time if that contract is neither for casual work, seasonal work or engagement in a specific task or in a specific project.

"**council**" means the National Employment Council for Mining Industry;

"**direct supervision**" means supervision continuously exercised within sight or sound of the work being supervised;

“dollar value principle” a principle which obliges employers who are already paying above NEC rates to effect the newly agreed monetary value increases (dollar value increase) from the effective date.

"emergency" means a situation in which life or property is in danger, or in which a serious stoppage in production caused by unforeseen events has occurred, or is about to occur;

"employee" means an employee for whom a subcategory is prescribed in *Schedule A* or *Schedule B*, referred to in subclause (1) of clause 10;

"essential supplies" means supplies of coal or coke—

(a) to persons engaged in the performance of work connected with the supply of light, power or water to the public, or with the provisions of a health sanitation or fire-extinguishing service to the public; or

(b) to persons operating, on a continuous basis, plant of national importance which would suffer damage through lack of supplies of coal or coke;

"executive committee" means the executive committee of the council appointed under its constitution;

"First Aid Certificate" means the Zimbabwe Red Cross Practical First Aid Certificate or its equivalent;

"grade" means the grade into which employees have been placed as indicated by the figures following the hyphen in the designation of each category;

“hazardous work” means any type of employment or work provided for in Schedule D which by its nature or the circumstances in which it is carried out is likely to jeopardise health, safety, or morals

"learner" means a person appointed as a learner in terms of clause 13, and **"learnership"** bears a corresponding meaning;

“light work” means work, which is not likely to jeopardise the education, health, safety, rest or the social, physical or mental development of a child.

"mining industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and employees are associated together for mining purposes, which includes all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof—

(a) the extraction from the earth or its surface of precious stones, precious metal ore, coal and base mineral ore; excluding limestone, other than limestone produced wholly or mainly for agricultural purposes;

(b) the tapping and recovery of mineral oils and natural gases;

(c) the beneficiation or processing of ores to minerals and metals other than—

(i) pig iron;

(ii) steel; and

(iii) ferro-alloys, except where such beneficiation or processing is carried out on a mining location or special grant as defined in the Mines and Minerals Act [*Chapter 165*];

(d) the extraction or manufacture of, by-products from coal;

- (e) quarry mining and sand extraction;
- (f) granite mining and its beneficiation

and any beneficiations or operations incidental thereto, including the erection, maintenance, repair and operation of plant and machinery, and assaying, administration and accounting;

“Minister/Ministry” means the Minister/Ministry of Public Service, Labour and Social Welfare or any other Minister/Ministry to whom a President may from time to time assign the administration of the Act.

"month" means calendar month;

"night-work" means work other than overtime, undertaken during the hours falling between 6 p.m. and 6 a.m.;

"normal day off" means that day in the week on which an employee is not normally required to work;

“seasonal workers” means an employee engaged to perform work that is, owing to the nature of the industry performed only at certain times of the year.

"shift" means the normal period of hours worked by mine employees as prescribed in subclause (5) of clause *seven* and subclause (1) (a), (b) of clause *15*;

“ **Specific Task**” is a clearly defined, identifiable piece of work with a set start and expected completion time. It can refer to a single assignment, a project, or a job that is distinct and has a specific purpose.

"subcategory" means a subcategory of employment prescribed in subclause (5) of clause *10*;

"stand-by duty" means the duty upon an employee to be available to undertake work of an urgent nature outside his normal working hours;

"technical subcommittee" means the technical subcommittee established by the council;

"working month" means the period from month to month recognized by an employer as the period for which employees' salaries or wages are regularly compiled each month. If an employer does not recognize such a period, he shall be deemed to recognize a working month ending on the last day of each calendar month.

“**worst forms of child labour**” means extreme forms of child labour which involves child slavery, exposure to serious hazards and illnesses and or leaving children to fend for themselves on the streets at a very early age

Objectives and principles governing the CBA

1A (1) The objectives and principles of the CBA are-

- (a) Giving effect to the fundamental rights of employees;
- (b) Establishing minimum, just, equitable and satisfactory conditions of service across the mining industry;
- (c) Enhancing productivity at the workplaces and thereby promoting job creation and security;
- (d) Providing a legal framework within which employees and employers can exercise freedom of association and bargain collectively for the improvement of conditions of employment;

- (e) The promotion of fair and safe labour practices and standards including fair and reasonable wages;
- (f) Promoting gender equality at the workplace.
- (g) The promotion of the participation by employees in decisions affecting their interests in the workplace;
- (h) Securing the just, effective and expeditious resolution of disputes and unfair labour practices;

Scope and application of agreement

2 (1) In terms of the provisions of section 82 of the Act, the provisions of this agreement shall be binding upon and observed by—

- (a) the employers and employees in the Mining Industry who are members of the employers' organization and trade union, respectively;
- (b) all other employers and employees in the Mining Industry;

within the area covered by all mining locations and special grants, as defined in the Mines and Minerals Act [*Chapter 165*] and the mining lease referred to in subsection (2) of section 4 of the said Act, together with any area upon which operations connected with any such mining location or special grant or mining lease are conducted, excluding the area of the undertaking of **ZISCO** Limited, in the mining of limestone and iron-ore:

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

(3) 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 thereunder, either before or after registration of this agreement, this shall in no way affect the remainder of the agreement which shall, in that event, constitute the agreement.

(4) Nothing contained in this CBA shall preclude an employer on his own initiative or through a works council agreement from introducing higher rates of pay or other more favourable conditions of employment before the expiry of the Collective Bargaining Agreement.

Provided that the rights and interests of the employees are not thereby diminished or adversely affected and that such arrangements are not in breach of the CBA.

Period of, and alteration to, agreement

3 (1) This agreement shall come into operation on the date of its publication in the Government Gazette or such other date as may be specified in the agreement ~~and shall remain in force until: -~~

- (a) It is replaced by a substitute agreement; or
- (b) It is terminated by the mutual agreement of the parties.

Provided that the parties may review the agreement or re-negotiate an extension of this agreement before the expiry of the above period.

(2) The *Schedules* to the agreement may be reviewed as determined by Council from time to time.

(3) Nothing shall preclude the parties from entering into, negotiations to amend any clause at any time:

Provided that—

- (i) either party shall give to the council at least **two weeks'** notice, in writing, of any alteration which the party desires to make to the terms of this agreement;
- (ii) the council shall consider, and shall take a decision on any proposed alteration to this agreement submitted in terms of proviso (i) **within one month** of the submission of such proposed alteration;
- (iii) if the council accepts any proposed alteration submitted in terms of proviso (i), the terms of such alteration shall be transmitted to the Minister for incorporation in this agreement for the remaining period of its validity;
- (iv) if the council is unable to agree on any alteration submitted in terms of proviso (i), such proposed alteration due process shall be followed to resolve the impasse, and the terms of this agreement shall continue to be binding on the parties until the matter is resolved.

Administration of agreement

- 4 (1) The council shall be responsible for the administration of this agreement.
- (2) The council may delegate any of its powers under this agreement to any person or persons as it thinks fit.
- (3) The council may at any time vary or revoke any decision made in terms of this agreement by itself or by the executive committee or the technical subcommittee, or by any delegate appointed by it under subclause (2).
- (4) Every employer and employee shall give every assistance to the council's agents in making such investigations as the council may deem necessary into the operation of this agreement generally, and, in particular, to ascertain whether or not the provision thereof are being complied with.

Availability of agreement

- 5 (1) Every employer shall keep a copy of this agreement freely available at all times for examination by his employees.
- (2) The agreement may also be made available by the employer or the Council through other means including through emails and websites.

Exemptions, variations and savings

- 6 (1) The council may, upon such terms and conditions as it deems fit, grant exemption from, or a variation of, any of the provisions of this agreement to any employer or employee, and it may at any time likewise vary or cancel such exemption or variation.
- (2) An exemption application shall be in Form Schedule I provided that an exemption application pertaining to wages increases shall be filed with the council within 30 working days of the last wage review and shall be accompanied by audited financial statements and minutes referred to in subsection (4).
- (3) Exemption shall be for any good and sufficient reason and applications for exemption shall only be made after the issue has been discussed at the Mines' works council or with the employees to be affected.
- (4) The application must be accompanied by a copy of the minutes at which the matter was discussed and the decision or recommendation made to apply for exemption.
- (5) The Technical Committee of council shall deal with all applications for exemption and matters incidental thereto.

(6) A copy of the minutes referred to in subsection (3) above must have been signed by representatives of the employer and those of the workers committee.

(7) The secretary of the council shall issue to every person granted exemption a certificate, signed by him setting out –

- (a) the full name of the person concerned; and
- (b) the provisions of the agreement from which exemption is granted;
- (c) the conditions subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(8) The secretary of the Council shall –

(a) inform the applicant, in writing, of the decision of the Council, which may or may not give reasons for such decision;

(b) number consecutively all certificates issued;

(c) where exemption is granted to an employee, forward a copy of the certificate to the employer concerned.

(9) Any exemption or variation granted by the council under any previous Industrial Agreement: Mining Industry (Mineworkers) or determination and/or Industrial Agreement: Mining Industry (Staff Employees) shall be deemed to have been granted in terms of this clause, and any approval or consent granted by the council under any other provisions of the said agreement shall likewise be deemed to have been granted under the corresponding provision of this agreement.

(10) Any party aggrieved by the decision made by the Technical Committee may appeal to the Labour Court in terms of the Labour Court Rules.

Child labour

7 (1) No employer shall employ any person in any position who is under the age of eighteen (18) years other than an apprentice to perform any work in an undertaking

(1) No employer shall employ any person below the age of eighteen (18)

(a) to perform hazardous work.

(b) to perform work in an undertaking other than as an apprentice or in conjunction with training at a vocational or technical training school.

(2) No Employer shall cause any person under the age of eighteen (18) to perform the following work-:

(a) Any work which is likely to jeopardize or interfere with the education of the child or young person.

(b) Any work involving contact with any hazardous substance, article or process referred to in Schedule D.

(c) Any work involving underground mining

(d) Any work that exposes a child to electrically powered tools, cutting or grinding blades

(e) Any work that exposes a child to excess heat, cold, noise or whole-body vibration

(f) Any night shifts

Contracts of employment

(2) In respect of every employee, there shall be a contract of employment reduced to writing by the employer and signed both by the employer and the employee at the time of engagement. A signed copy of such contract shall thereupon be given to the employee by the employer.

(3) The contract of employment shall state at least the following details:

- (a) the full names of the employee;
- (b) name and address of the employer;
- (c) occupation;
- (d) category and the subcategory in which the employee is employed;
- (e) the period of time if limited for the employee is engaged;
- (f) the terms of probation if any;
- (g) his wage or salary and details of all allowances and benefits, their manner of calculation and the intervals at which they are paid;
- (h) hours of work;
- (i) particulars of any bonus or incentive production scheme;
- (j) particulars of vacation leave and any vacation pay;
- (k) a statement of all regular deductions permitted which are mutually agreed upon at the time of engagement or authorized in terms of this agreement; and
- (l) particulars of any other benefits provided for under the contract of employment

(4) All contracts shall be for a period of not less than twelve months

Provided that any contract, save for contracts for casual or seasonal work or for the performance of a specific service or task or project, which is for a period less than twelve months shall be deemed to be a contract without limit of time.

(5) An employer is entitled to renew a contract of employment for two times. Thereafter an employee shall be deemed to be an employee on a contract without limit of time on the day that his period of engagement with a particular employer exceeds two renewals.

(6) Except where a longer period has been provided for under a contract of employment or in any enactment, notice of termination of contract of employment to be given by either party (notwithstanding any provision of the common law to the contrary) shall be-

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

(7) In the event of any dispute arising as to the category or subcategory in which an employee had been placed, such dispute shall be referred to the council, whose decision thereon shall be final.

(8) No alteration to a contract shall be enforceable by either party thereto until such alteration has been noted upon the contract and signed by both the employer and the employee.

Contract workers

8A (1) Any contract of employment in respect of a contract worker engaged for:

- (a) A time period, shall specify the starting and terminating dates of that period;
- (b) A project or task, shall establish a clear understanding of both parties as to the beginning and end of the task or project, or those points during the build-up or winding down thereof, at which the contract of employment starts and terminates, and no further period of notice shall be required;

Provided that the employer and employee may mutually agree, in writing to the termination of the contract.

- (2) A contract worker shall not be entitled to take leave, but shall be paid the cash equivalent of any leave accrued in terms of this agreement in lieu thereof at the terminating date;

Provided that where a contract worker is employed for a period in excess of one year annual leave may be taken in accordance with the terms of this agreement.

- (3) Remuneration of a contract worker shall be as follows:

- (a) in the case of a worker engaged on a fixed time contract he shall be paid at least the minimum rate laid down in the NEC Agreement for his job, together with all appropriate allowances, in accordance with the terms of this agreement.

- (b) in the case of a worker engaged on a project or task the remuneration shall be negotiated and agreed upon by the parties.

Non-reduction of conditions

9 Except in so far as adjustments to rentals, charges for services and fuel, and subscriptions to the council become necessary for the implementation of clauses 23, 24 and 27, no employee in employment at the time when this agreement becomes effective shall suffer any reduction in his wage or salary or conditions of service as a result, of the introduction of this agreement, except by mutual agreement, which shall be signed by both parties, subject always to the provisions of subclause (2) of clause 2.

Categories, classes and subcategories of employees

10 (1) Subject to the provisions of subclause (2), every employee shall be placed by his employer at the time of engagement in the category appropriate to his occupation, and in the case of category 3, the class, in terms of *Schedule A* and subcategory in terms of *Schedule B* appropriate to his qualifications, experience and abilities in such occupation. Such subcategories will be in the range of grades from grade 1 to grade 13 in each category.

(2) An employee in an occupation provided for in *Schedule B* may, with his consent, be placed in a subcategory lower than that appropriate in terms of subclause (1), and only in the circumstances set out in clause 14, shall an employee in an occupation provided for in *Schedules A* and *B* be placed in a class or subcategory higher than that so appropriate.

(3)—

- (a) an employee in an occupation provided for in *Schedule A* or *Schedule B* who obtains certification or registration in a higher class or subcategory shall be considered for such higher class or subcategory only if a vacancy exists in that higher class or subcategory;

- (b) an employee in an occupation provided for in *Schedule A* or *Schedule B* who is not promoted to a higher class or subcategory on obtaining certification or registration in a higher class or subcategory because of the absence of any suitable vacancy, shall not be required to undertake the work of that higher class or subcategory except when acting for an employee who is absent on of leave or illness or with the consent of the technical subcommittee. Where an employee acts for employee in a higher class or subcategory or his appointment has been approved by the

technical subcommittee, the higher minimum rate of pay shall be applicable for the whole period that he so acts.

(4) An employer shall not give, out, on contract, skilled maintenance work which would normally be performed by a Class 1 skilled worker unless the person required to undertake the work meets the qualification requirements prescribed in this clause for the subcategory concerned and is remunerated at rates which are not less than those prescribed in the agreement.

(5) The categories, classes and subcategories referred to in subclause (1) shall be as set out in *Schedules A and B* and advancement from Grade 4 to Grade 5 in any category may be subject to the Grade 4 employee being required to possess a recognised First Aid certificate.

Records of Service

11 (I) A record of service in the form supplied by the council shall be compiled by the employer in respect of each employee at the time of his first and any subsequent engagement in the mining industry. Such record of service shall bear the employee's pension fund number and shall be completed in duplicate, both copies being retained by the employer and the original handed to the employee on termination of service, for him to hand to his new employer on obtaining new employment in the mining industry.

(2) Employers shall record on the record of service any change in the category, class or subcategory of an employee and any specific acting appointments.

(3) Entries in both the original and duplicate of a record of service shall be made by the employer or his authorized representative.

(4) The employer shall ensure that both copies of the record of service for the period during which the employee is in his employ are properly maintained and completed to show a true and accurate record of any change in the prescribed information.

(5) In the event of the employment being terminated the duplicate of the employee's record of service shall be retained by the employer until called for by a new employer of that employee or until the expiry of a period of three years after termination of employment and thereafter forwarded to the council for retention.

(6) In the event of the loss of the original record of service the employer holding the duplicate shall, on being requested to do so, provide the employee with a duly authenticated copy thereof. An employer shall impound any illegible or damaged record of service and forward it to the council.

(7) In the event of an employer ceasing operations in mining industry, all duplicate records of service in that employer's possession shall be forwarded to the council. The council shall retain such duplicate records of service until called for by another employer.

Certificates of registration

12 (1) The provisions of this clause shall apply to grade 11 and 12 employees, in the categories 4 and 5.

(2) Any employee engaged to perform the work of a grade 11 or 12 employee in category 4 or 5, and who, at the time of his engagement, does not possess a certificate of registration for such work, shall apply to the council for such certificate within 30 days of his engagement.

(3) An application for the issue of a certificate of registration shall be supported by such documents as the council may call for from time to time.

(4) The council shall issue a certificate of registration for the work of a grade 11 or 12 employee if the applicant satisfies the council that he has—

- (a) completed a learnership appropriate to such category; or
- (b) undergone training equivalent to such learnership.

(5) An employee who is employed to perform the work of a grade 11 or 12 employee, and whose application for a certificate of registration is rejected by the council, shall forthwith cease to be employed in such grade.

(6) Any reference to subcategory A or subcategory C in certificates of competency issued in terms of agreements in force prior to the registration of this agreement shall be deemed to be references to grade 11 or 12 for the purposes of this agreement. Certificates of competency issued prior to the registration of this agreement shall not be invalidated by any reference to subcategory A or C.

Learnerships

13 (1) An employer may appoint persons as learners with the object of training them to fulfil the requirements of the subcategories—

4-11 Miners—

coal miners; or

hard rock miners; or

open cast miners (coal); or

open cast miners (hard rock).

Core drillers.

4-12 Senior overseer miner:

Provided that a subcategory 4-12 senior overseer miner shall complete a conversion learnership from a subcategory 4-11 overseer miner.

5 -11 Locomotive drivers,

Plant operators—

power station plant operators; or

refinery plant operators; or

smelter plant operators; or

concentrating plant operators; or

cyanide plant operators; or

aspiration plant operators; or

miscellaneous plant operators.

(2) Learner surveyors, laboratory technicians, assayers and geological technicians may be engaged to train under a scheme prepared by an employer or by the Chamber of Mines, acting on behalf of the industry:

Provided that—

- (i) an employer who engages learners to train in one of these occupations shall advise the council of the training programme to be followed and the proposed duration of the course;
- (ii) learners placed in temporary positions of responsibility shall be remunerated accordingly;
- (iii) a learner shall qualify himself in first aid during his course, and shall attend first aid classes if provision is made therefor by his employer;

- (iv) the programme of learnership shall be so arranged that learners shall be given every opportunity to attain proficiency in the various subjects relating to their occupations. -

(3) A learner shall be not less than **sixteen years** of age if employed for surface work and not less than seventeen years of age for underground work.

(4) The minimum educational qualification of a person appointed as a learner shall be—

- (a) the attainment of three Grade C passes at O-Level in English, Mathematics and one other subject; or
- (b) the attainment of a standard of education acceptable to the council as equivalent to that achieved after four years of secondary education; or
- (c) two years secondary education and not less than five years' experience as an employee in the category for which the learnership is to be undertaken:

Provided that an applicant for learnership relying upon paragraph (c) shall be approved by the technical subcommittee before his appointment.

(5) —

- (a) In the case of all learnerships a written contract, on the prescribed form as set out in *Schedule C*, must be completed by employer and employee.
- (b) A copy of such contract shall be transmitted council by the employer for registration within of a period of one month from the date of engagement of the learner.
- (c) On completion of the period of learnership or " conversion learnership", the said contract shall be endorsed accordingly, and the form attached to the contract shall be completed and forwarded to the council. On receipt of the notification of completion of the contract, the council shall issue to the employee concerned a Certificate of registration in the form approved by the council:

Provided that, in the case of a learner miner in subcategory 4-11 the learnership shall not be regarded as having been completed until the learner has obtained a full blasting licence.

(6) During the first twenty-five *per centum* of the period of a contract of learnership, the employer shall have the right to cancel the contract, and the learner shall have the right to withdraw from the contract.

(7) —

- (a) The period of employment as a learner shall not exceed two years nor, in the following cases of initial learnerships, shall it be less than—
 - (i) ninety shifts for learners who have completed an approved course of training at a university;
 - (ii) one hundred and fifty shifts for learners who have completed an approved course of training at a technical college;
 - (iii) three hundred shifts for learners in subcategory 4-11 overseer miner under the supervision of a grade 11 or higher employee nominated in the training schedule as set out in the contract of learnership:

Provided that—

- (a) the shifts worked during the period of learnership shall be full underground shifts, except where instructions or demonstrations given in accordance with the training schedule are more appropriately given on surface;

(b) in the case of a learner in subcategory 4-11 who has previously completed an approved course of training in mining, the minimum number of shifts to be worked in order to complete his learnership may be reduced by the number of full underground shifts worked during his course under the supervision of a subcategory 4-11 overseer, or ninety shifts, whichever is the less;

(c) such full underground shifts worked during his previous course are authenticated by the subcategory 4-11 overseer miner giving the instruction:

(iv) 6 months for learners in subcategory 4-11, core driller;

(v) 6 months for learner power-station, smelter, and aspiration-plant operators;

(vi) 3 months for learner concentrating-plant and cyanide-plant operators and miscellaneous plant operators and learner locomotive-drivers in Sub category 5-11.

(8) If an employee has completed a learnership and then transfers to other employment in grade 11 or 12 that requires a certificate of registration in terms of clause *twelve*, the employer shall appoint such employee as a learner for so long as is required to enable him to familiarise himself completely with the different operations which might be involved:

Provided that—

(i) the period of learnership in such instances shall not be less than 75 shifts and not more than 300 shifts:

(ii) an employee who is undertaking a conversion learnership, as prescribed above following his transfer to the conversion learnership by his employer, shall be paid wages which are not less than those which he was receiving immediately before his transfer;

(iii) in the case of a "**conversion**" learnership from a subcategory 4--11, overseer miner to a 4-12, senior overseer miner, the period of employment as a learner shall be not less than 150 shifts under the supervision of a category 4-12 senior overseer miner or higher.

(9) No person shall be classed as a learner who does not follow the schedule of training as laid down in his contract of learnership:

Provided that the order in which the phases of training are carried out shall be at the full discretion of the employer.

(10) A contract of learnership may be ceded or assigned to another employer only with the written consent of the council.

(11)—

(a) except in the case of a subcategory 4-11 learner miner who has obtained a full blasting licence, learners shall not, without the written consent of the council, be placed in any position of responsibility during the period of employment as a learner, or be used as substitutes for employees under whom they are learning, except in an emergency, and for short periods only. A subcategory 4-11 learner miner who is in possession of a full blasting licence may assume the responsibilities of a subcategory 4-11 overseer miner who is absent on leave or on account of illness;

(b) learners placed in a position of responsibility or substituting for Grade 11 or 12 employees in accordance with the provisions of paragraph (a) shall be paid, as grade 11 or 12 employees as the case may be while in such position of responsibility or substituting for a grade 11 or 12 employee.

(12) A learner shall not be permitted to work overtime, except in an emergency in which event he shall be paid overtime.

(13) A learner shall attend first aid classes and qualify himself in first aid during his period of learnership.

***Performance of work within and outside an employee's category,
class and subcategory***

14 (1) An employee shall perform the work prescribed specifically for his class and subcategory in the appropriate category of *Schedule B*.

(2) An employee may be required in certain circumstances to perform the work prescribed for any class or subcategory higher or lower than his own within or outside his category:

Provided that—

(a) an employee in an occupation provided for in *Schedule B* may be appointed by a person in authority to work in a higher class or subcategory for the purpose of training in the higher skills pertaining to that occupation under the direct supervision of a higher class or sub-category of employee; or

(b) outside his category, where he has been trained, tested and found competent of performing the work required of him and whilst so employed, he shall be remunerated at rates which are not less than those prescribed in the agreement.

(3) An employee in grade 10 and above may also perform work outside his category if—

(a) he has consented to do so, which consent may be withdrawn with immediate effect at any time; or

(b) the need for such work has arisen—

(i) through an emergency or unforeseen absence of another employee or to maintain essential supplies:

Provided, that the performance of such work in such circumstances shall cease seventy-two hours from the time when the need thereof arose; or

(ii) directly out of the job on which the employee is engaged:

Provided that the performance of such work does not constitute the main part of the job in hand, or a major operation which should be regarded as a separate job, and does not occupy the employee for a total period in **excess of eight hours**.

(4) Employees in grades 4 to 9 may perform work prescribed for employees in, grades 1 to 9 outside their category under conditions similar to those set out in subclause (3),

(5) Employees in grades 1, 2 and 3 may perform work outside their categories.

Hours of work

15 (1) Save as provided in clause *sixteen*, an employer shall not require or allow an employee to work, and an employee shall not work, longer than the hours hereinafter prescribed—

(a) employees in categories 3 and 5, and category 4, bell-men, onsetters, skipmen and banksmen, 48 hours per week divided into 6 daily shifts of 8 hours each:

Provided that—

(i) extra hours at the employee's current wage may be worked to provide for a change in shifts;

(ii) where the exigencies of the situation require it, an employee may be requested, and may agree, to work on his normal day off or a paid holiday. In such event, the additional shifts shall be paid at twice the employee's current wage or salary for his normal shift;

(b) all other mine employees engaged on fixed or rotational shift work 48 hours per week from Monday to Saturday, divided into 8 hours daily:

Provided that notwithstanding the provisions of paragraph (a) of subclause (2) of clause *sixteen* extra hours at the, employee's current wage may be worked during any day or days of the week in order to secure a corresponding reduction of hours during any other day of the week;

(c) catering employees, 48 hours per week, of which not more than 12 hours may be worked on any 1 day;

(d) employees engaged on staff work and paid on a monthly basis, 208 hours per month.

(2) —

(a) employees who are engaged in a regular alternation or rotation of shifts, which includes regular afternoon shifts or night shifts, shall not be kept on afternoon shift or night shift for more than four consecutive weeks without their consent;

(b) unless he agrees otherwise, an employee who is—

(i) engaged on an alternation of shifts which includes regular morning shifts and afternoon shifts or night shifts shall be placed on the morning shift for a period which is at least equal to the period spent on the afternoon shift or the night shift;

(ii) engaged on a continuous cycle of operations involving three shifts shall be placed on the morning shift for a period which is at least equal to half the aggregate of the period spent on the afternoon shift and the night shift;

(c) for the purposes of subparagraphs (i) and (ii) of paragraph (b)—

"morning shift" shall mean a normal shift which commences during the period between 2 a.m. and 10 a.m.;

"afternoon shift" shall mean a normal shift which commences during the period between 10 a.m. and 6 p.m.;

"night shift" shall mean a normal shift which commences during the period between 6 p.m. and 2 a.m.

Note —For clarification, it is stated that the provisions of this subclause do not apply to employees who are engaged on an afternoon shift or a night shift which does not form part of a regular alternation or rotation of shifts.

(3) The provisions of subclauses (4) to (8) shall apply to mine employees engaged on fixed or rotational shift work.

(4) —

(a) except in the case of catering employees, the hours worked each day shall be consecutive, except for meal- times. In the case of catering employees, the hours of work may be arranged to suit the circumstances:

Provided that no single shift shall comprise more than three separate working periods, nor be spread over a total period of more than fifteen hours;

(b) where the work involved necessitates such action, an employer may require an employee in a category other than a catering employee, to work split shifts for a temporary period, which shall not exceed three consecutive days without the consent of the technical subcommittee.

(5) The hours of work of underground employees shall be calculated from bank to bank, unless the council agrees that travelling time, or a portion thereof, shall not be taken into account and that the hours of work shall be calculated in some other manner.

(6) All surface employees required to work temporarily underground shall work the same hours as underground employees, and shall be credited with the number of hours constituting their normal shift on the surface,

(7) Save as provided in clause *sixteen*, an employer shall not require an employee who is granted a recognized meal-time to work during his meal-time, except with his consent. An employee who is required, and does consent, to work during his meal-time shall be paid at overtime rates in respect of the period worked, or shall be allowed to end his shift at an equivalent period before the end of the normal shift.

(8) Any employee who is required to work a full shift without a recognized meal-period shall be allowed a break of fifteen minutes during the course of his shift, the period of such break to be included in his normal shift hours.

Overtime

16 (1) Except as provided in subclause (1) of clause *15*, no employer shall require or allow an employee to work, overtime except in an emergency or to maintain essential supplies, or where the exigencies of the situation require that work be performed with greater rapidity than would be possible by working the normal hours prescribed or permitted by this agreement

(2) An employee who is required to work overtime shall be credited with—

- (a) a full thirty minutes of overtime for the first thirty minutes or less worked on any one day;
- (b) the actual overtime worked, taken to the nearest thirty minutes where overtime worked exceeds thirty minutes.

(3) Pay for overtime worked shall, be shown as a separate payment.

(4) The provisions of subclauses (5) to (9) shall apply to employees engaged on fixed or rotational shift work and paid by the hour or shift or day. The provisions of subclauses (10) and (11) shall apply to employees engaged on staff work and paid on a monthly basis.

(5)—

- (a) in the event of an employee being required to work more than normal hours of any shift, he shall be paid for such overtime at the rate of one and half times his current wage;
- (b) an employee who is required to work on his normal day off or a public holiday shall be paid for such overtime at two times his current rate;
- (c) extra hours worked in order to provide for a change of shifts or by arrangement between employees in accordance with the provisions of paragraph (a) of subclause (1) of clause *15* shall be deemed not to constitute overtime.

(6) Overtime for these employees shall be calculated on an hourly wage, and, for the purpose of converting—

- (a) basic earnings per shift to an hourly rate, the employee's current basic earnings per shift shall be divided by eight;
- (b) monthly basic earnings to an hourly rate, the employee's current monthly basic earnings shall be divided by two hundred and eight.

(7) An employee who is required to work overtime immediately following the end of his normal shift, or within 30 minutes thereof, shall be granted—

- (a) a break of thirty minutes after the completion of four hours of continuous overtime, which break may be waived by the employee:

(b) a break of eight hours after the completion of eight hours of continuous overtime which break may be waived by the employee;

(c) a break of sixteen hours after the completion of 16 hours of overtime, which break shall be compulsory.

(8) Any normal shift falling within the sixteen-hour compulsory break period shall be regarded as a shift worked for the purpose of calculating leave in terms of clause 18 and basic earnings in terms of clause 19.

(9) Any employee required to work overtime on his normal day off shall be paid not less than four hours at overtime rates, and, in respect of day-off overtime in excess of four hours at overtime rates for the hours actually worked:

Provided that, in order to qualify for the minimum payment of four hours at overtime rates, he shall have completed the particular work specified by the management.

(10) In the event of an employee engaged on staff work and paid on a monthly basis other than a part-time employee, being required to work more than two hundred and eight hours in a working month, the employer shall either—

(a) pay to such employee an amount calculated at the rate of seventy-five *per centum* of his basic earnings for each hour worked in excess of 208 hours:

Provided that if such employee is required to work on his normal day off or on a public holiday, an amount calculated at the rate of one *per centum* of his basic earnings shall be paid for each hour worked: or

(b) with the concurrence of the employee, grant such employee an equivalent amount of time off by the end of the following month.

(11) In the event of a part-time employee being required to work more than X/Y multiplied by 208 hours in a working month, the employer shall either—

(a) pay to such part-time employee an amount calculated at the rate of seventy-five *per centum* of his basic earnings for each hour worked in excess of X/Y multiplied by two hundred and eight hours:

Provided that if such employee is required to work on his normal day off or on a public holiday, an amount calculated at the rate of one *per centum* of his basic earnings shall be paid for each hour worked; or

(b) with the concurrence of the part-time employee, grant such part-time employee an equivalent amount of time off by the end of the following month.

Note:- For the purposes of this subclause —

X is the number of hours in a twenty-six working-day month worked by the part-time employee under normal circumstances; and

Y is the number of hours in a twenty-six working-day month normally worked by a full-time employee in the same occupation or department.

Stand-by duty

17 (1) Subject to clause 20, an employer may appoint an employee, in writing, for stand-by duty. Any employee so appointed shall perform such duty when called upon to do so.

(2) Except in an emergency, or where, due to sickness or leave, shorter notice is unavoidable, an employee appointed for stand-by duty shall be given not less than seventy-two hours' notice of such duty.

(3) An employee who is appointed for stand-by duty shall remain in his usual residence outside normal working hours or, if he wishes to visit the mine club or another place or mine property or any place which is not on mine property, but which has been approved by his employer, shall keep the person on call-out duty advised of his whereabouts.

(4) Except by mutual agreement, an employee who has completed a period of seven consecutive days on stand-by duty shall be allowed a period of at least seven days before being called upon to undertake a further period of stand-by duty.

Leave

Vacation leave

18A (1) In this section—

“qualifying service”, in relation to vacation leave accrued by an employee, means any period of employment following the completion of the employee’s first year of employment with an employer.

(2) Unless more favourable conditions have been provided for in any employment contract or in any enactment, paid vacation leave shall accrue in terms of this section to an employee at the rate of one twelfth of his qualifying service in each year of employment, subject to a maximum accrual of ninety days’ paid vacation leave:

Provided that, if an employee is granted only a portion of the total vacation leave which may have accrued to him, he may be granted the remaining portion at a later date, together with any further vacation leave which may have accrued to him at that date, without forfeiting any such accrued leave.

(3) All Sundays, public holidays or an employee's normal day off, falling during the period of vacation leave shall not be counted as part of vacation leave.

(4) An employee who becomes ill or is injured during a period of vacation leave may cancel his vacation leave and apply for sick leave.

(5) Where an employee has no vacation leave accrued, he may be granted vacation leave without pay.

(6) All leave, other than sick-leave, shall be paid at the employee's current basic earnings at the time when leave is taken and annual leave shall be paid before an employee proceeds on leave, provided the leave period is in excess of seven consecutive days. Sick-leave shall be paid at the rate prescribed in subclause (12).

(7) In computing leave due to employees in terms of this clause

(b) an extra day's leave shall be allowed for any paid holiday which falls within a period of leave.

(8)—

(a) all annual leave shall be taken at the convenience of the employer and, with the exception of days taken as casual days, shall be subject to fourteen days' notice being given on either side of the requirement, subject to the provisions of subclause (7), or the wish to take such leave; and

(b) no employee may be compelled to take leave within six months of resumption of duty after a previous leave:

Provided that such previous leave taken amounted to not less than two thirds of his annual leave entitlement:

(9) —

(a) any employee recalled to work before completion of his annual leave shall be granted a refund of any direct additional expenses incurred, plus a proportion of overhead costs, such as hotel and travelling expenses based upon the relation between the amount of annual leave not taken as a result of such recall and the total leave granted;

(b) where leave is postponed at the request of an employer, after it has been applied for and has been granted by the employer, an employee shall be entitled, upon production of the requisite receipts, to a full refund of any non-returnable accommodation or travelling deposits made by him

(10) Every employee may accumulate annual leave for a period not exceeding twice the total leave due in terms of this clause;

Provided that—

(i) an employee wishing to proceed on extended leave shall be permitted, by arrangement with his employer, to accumulate leave for a period not exceeding three times the total leave due in terms of this clause;

(ii) where an employee accumulates leave in excess of the maximum provided for in this subclause, the excess shall not be forfeited if it has been accumulated as a result of the employer requesting the employee to defer the taking of his leave.

Note:—Leave accruing during the current leave year shall not be taken into account in reckoning the total amount of leave which has been accumulated by an employee for the purpose of this subclause.

(11) Any employee who has completed not less than six month' continuous service shall receive cash *in lieu* of annual leave on termination of employment, such payment being in respect of that portion of the annual leave which has been earned to the date of termination.

(12)—

(a) those days that are prescribed as public holidays in terms of the Public Holidays and Prohibition of Business Act [*Chapter 292*] shall be deemed to be paid holidays:

Provided that, in order to qualify for payment in respect of any such paid holidays, an employee shall work on both the working day before and the working day after such holiday, unless he is absent on leave or through illness which is supported by a medical certificate;

(b) an employer may require an employee to work on a paid holiday in which event the employer shall either—

(i) with the consent of the employee grant the employee leave of absence on another day instead of the paid holiday, and pay him not less than his daily wage or salary in respect of the paid holiday and that other day; or

(ii) pay the employee for work done on the paid holiday, at the following rates, in addition to paying him his daily wage or salary in respect of the paid holiday for each hour of work done for the day of the week on which the paid holiday falls, at not less than twice the current daily wage or salary of the employee.

(13) No employee shall undertake any paid employment during any period of leave taken in terms of this clause.

(14) Payment *in lieu* of annual leave may be made by mutual arrangement between employer and employee. Leave for which such payment is made shall not count as service qualifying for further leave.

Sick leave

18B (1) Unless more favourable conditions have been provided for in any employment contract or in any enactment, sick leave shall be granted in terms of this section to an employee who is prevented

from attending his duties because he is ill or injured or undergoes medical treatment which was not occasioned by his wilful misconduct, gross negligence or failure to take reasonable precautions.

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

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

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

(a) ninety days' sick leave on full pay; or

(b) subject to subsection (3), one hundred and eighty days' sick leave on full and half pay; the employer may terminate the employment of the employee concerned.

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

Maternity leave

18C (1) Unless more favourable conditions have otherwise been provided for in any employment contract or in any enactment, maternity leave shall be granted in terms of this section for a period of ninety-eight days on full pay to a female employee. ~~who has served for at least one year.~~

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

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

(4) During the period when a female employee is on maternity leave in accordance with this section, her normal benefits and entitlements, including her rights to seniority or advancement and the accumulation of pension rights, shall continue uninterrupted in the manner in which they would have continued had she not gone on such leave, and her period of service shall not be considered as having been interrupted, reduced or broken by the exercise of her right to maternity leave in terms of this section.

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

(6) Any person who contravenes this section shall be guilty of an unfair labour practice.

(7) Notwithstanding subclauses (4) and (5), the grant of breaks during normal working time to a female employee for the purpose of nursing her child shall be made in accordance with all the exigencies of her employment and nothing done to prevent any disruption of normal production processes or any interference with the efficient running of an undertaking or industry shall be held to be in contravention of subclause (5).

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

Special leave

18D (1) Special leave on full pay not exceeding twelve days in a calendar year shall be granted by an employer to an employee—

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

(2) Special leave days are not accruable into the next calendar year and no employee shall claim any entitlement to such accrual based on the fact that he did not go on special leave the previous year.

Weekly rest

18E Every employee shall be entitled to not less than 24 continuous hours of rest each week, either on the same day of every week or on a day agreed by the employer and employee.

Remuneration

19 (1) Every employer, having placed each employee in a subcategory appropriate to his trade or occupation as provided for in clause 10, shall pay to such employees at least the amount prescribed in *Schedule E* and no employee shall accept an amount less than that prescribed for him.

(2) After having commenced work, no employee shall be paid less than the wage payable for a full day or shift, unless—

- (a) he is removed from his working place and sent home for being under the influence of alcohol or drugs or has been suspended in terms of NEC Code of Conduct or
- (b) he ceases work of his own accord for reasons other than sickness or an accident which is sufficiently serious to justify cessation of work, and which has been duly reported to his immediate superior.

(3) No employer shall enter into a contract of employment with an employee in grades 1 to 13, which provides for the payment of basic earnings which includes an allowance for a fixed amount of overtime, without the approval of the council. Application for approval to pay a wage which includes any allowance for fixed amount of overtime must be accompanied by a copy of the contract of employment and full details of the basic earnings would be paid exclusive of overtime, the amount of overtime to be included in the basic earnings, the basic earnings to be paid including the allowance for overtime and the rate at which additional overtime will be paid.

(4) Save with the written consent of the employee, an employer may not alter or reduce his rate of pay.

(5)—

- (a) Except when his employment has been terminated—

- (i) all basic earnings and overtime earned by an employee up to the end of each working month shall be paid within seven working days of such end;
- (ii) all allowances or other like benefits prescribed in this agreement and due to an employee shall be paid not less frequently than once per month, and within seven working days of the end of the period to which such allowances relate;
- (iii) all bonus payments or other like benefits due to an employee shall be paid within fourteen working days of the end of the period to which such bonus payments relate;
 - (b) if the employment is terminated by the employer, payment of all moneys due shall be made on the last day worked;
 - (c) if the employment is terminated by the employee, payment of all moneys due shall be made on the last day worked, or on the day on which due notice of termination, if given, would have expired, whichever is the later;
 - (d) all basic earnings and overtime payments shall be accompanied by a wage-slip showing—
 - (i) the name and subcategory of the employee;
 - (ii) the basic earnings;
 - (iii) where appropriate, the number of days being paid for;
 - (iv) the total earnings due;
 - (v) the amount of any allowances;
 - (vi) details of overtime worked and being paid for; and
 - (vii) full details of deductions being made;
 - (e) payments made under any incentive scheme shall be accompanied by a wage-slip showing the basis upon which the payment has been calculated.

(6) Where an employee is engaged on task-work, he shall be paid for a full day or shift, even though he may complete his task within the eight-hour period, and shall be paid overtime for any period worked in excess of eight hours.

(7) An employer who operates an incentive scheme shall make available, in writing, to every employee affected thereby a copy of the conditions attaching to the scheme, and shall advise the employee of any amendments which are to be introduced.

(8) Basic minimum earnings shall be paid in accordance with those set out in *Schedule E*.

(9) Part-time staff employees shall be remunerated at a rate which is not less than X/Y of the minimum salary prescribed for the occupation concerned where X is the number of hours in a week to be worked by the part-time employee under normal circumstances; and Y is the number of hours in a week normally worked by a fulltime employee in the same occupation or department.

Participation in the Mining Industry Pension Fund and payment of gratuity

19A (1) At the discretion of the employer a contract worker or permanent worker who is employed for a period of more than three (3) months, shall participate in the Mining Industry Pension Fund (M.I.P.F) in accordance with the rules of the Fund or be paid a Gratuity of 7.5% of the employee's total basic earnings for the duration of the contract in lieu of the employer's contribution to M.I.P.F.

For avoidance of doubt, the "discretion" in Sec 19A (1) refers to the right either to participate in MIPF or to pay Gratuity.

(2) All employees shall still be entitled to 7.5% gratuity for the first three months prior to joining M.I.P.F.

Allowances

20 Allowances shall be paid in accordance with the provisions as set out in *Schedule F*.

Acting appointments

21 Where an employee is required to act in a temporary capacity for a more senior employee for a continuous period of two weeks or more, the employer shall make a formal acting appointment, in writing, and shall endorse his record of service accordingly. The written appointment shall form an addendum to the employee's contract of employment:

Provided that—

- (i) where circumstances warrant such action, an employer may specifically appoint an employee to act for a more senior employee for a period of less than two weeks;
- (ii) employees who have been appointed to act for more senior employees for periods of two weeks or more and employees who have been specifically appointed, in writing, to act for more senior employees for periods of less than two weeks shall be entitled to receive the allowance prescribed in *Schedule F*.
- (iii) an employee required to act for a vacant position should not act in that position for more than three months. Any employee who acts for more than three months shall be deemed to have been appointed to fill the vacant post from the day he exceeds three months unless acting beyond the three months has been earlier agreed between the employer and the employee.

Transfers

21A (1) (a) a permanent transfer shall be deemed to be a transfer for a period that is in excess of three months;

- (b) a temporary transfer shall be deemed to be a transfer for a period of not more than three months;

Provided that where a transfer is necessitated because of a specific project undertaken by the employer for a period not exceeding six months, the transfer shall be deemed to be temporary.

(2) In the case of a permanent transfer:

- (a) the employer shall be required to give one month's notice to the employee of his intention to transfer;

Provided that in the case of an emergency any employee may be transferred without notice

- (b) transport shall be provided by the employer to convey the employee, his registered dependents and their personal and household effects to the new location;

Provided that if transport is not provided, the employer shall reimburse the employee for his transport expenses as agreed and arranged by the employer;

- (c) the employer shall meet the cost or make provision to ensure that any damage or loss to the employee's personal and household effects in the course of his transfer is made good;
- (d) in the event of an employee being permanently transferred at the request of the employer, the employer shall meet the costs of the following—

- (i) transport as, provided for in clause 33 (2)(b);
- (ii) any interim accommodation that may be required by the employee while in transit;
- (iii) storage of household effects;
- (iv) damage to personal and household effects, as provided for in clause 33 (2)(c)

(3) In the case of a temporary transfer—

(a) the employer shall be required to give seven days notice to the employee of his intention to transfer:

Provided that in the case of an emergency an employee may be transferred without notice;

(b) transport shall be provided by the employer to convey the employee and his personal effects to the new location:

Provided that if transport is not provided, the employer shall re-imburse the employee for his transport expenses as agreed and arranged by the employer;

(c) the employer shall make appropriate accommodation arrangements for the employee at the new location;

(d) in the event of an employee being temporarily transferred at the request of the employer, the employer shall meet the costs of the following—

- (i) transport as provided for in clause 33 (3) (b);
- (ii) suitable accommodation that may be required by the employee while in transit.

Stoppages and deductions

22 (1) When so requested by an employee, in writing, in the form prescribed by the trade union, an employer shall deduct from the wage of such employee—

(a) the subscription and life, accident and medical insurance premiums due to the trade union; and

(b) such other contributions to the trade union as may be authorized by the council:

Provided that any stop order deductions channelled to the union must be facilitated through the relevant union to which the employee is a member and further that the same process should be followed upon cessation of membership.

(c) Where an employer or trade union refuses to act on a membership withdrawal and the cessation of the deductions, an aggrieved employee shall refer the matter to a Labour Officer whose decision shall be final.

(2) (a) any request by an employee to have the subscriptions and life, accident and medical insurance premiums due to the trade union deducted from his wages may be cancelled only on the giving of one month's notice in writing;

(b) should an employee give due notice of cancellation but remain in the employer's service, the employer shall note the cancellation on his next return of contributions and premiums to the trade union;

(c) where an employee who has requested that subscriptions and premiums due to the trade union be deducted from his wages and has not cancelled such request and terminates his employment, for any reason, the employer shall ensure that the subscriptions and premiums are deducted from his final pay.

(3) No other stoppages or deductions shall be made by an employer from the wages of an employee, save in respect of—

- (a) the subscriptions and accounts due to any mine club; and
- (b) subject to the provisions of clauses 23 and 24, the rents of, and charges for electric light, power, water and services supplied to premises rented by an employer to any employee; and
- (c) accounts of boarding-houses and lodging-houses approved by the employer; and
- (d) subscriptions to any medical or sick-benefit fund recognized by the employer; and
- (e) deductions referred to in clause 27; and
- (f) subject to the approval of the council, such sums as may be mutually agreed upon, in writing, between the employer and the employee; and
- (g) contributions in terms of the Industrial Agreement: Mining Industry (Pension Fund) in force from time to time, or to any pension or provident fund established by the employer and approved by the council; and
- (h) deductions in respect of the supply, on a repayment basis, of boots and eating utensils, and in respect of the loss of, or damage to, protective and other clothing and equipment, as set out in *Schedule G*, issued to employees by the employer free of charge; and
- (i) such other sums as the employer may by law be obliged to deduct.

Rentals

23 (1) An employer who supplies an employee with accommodation in a building of permanent construction on mine property shall be entitled to charge a rental or maintenance charge therefor in accordance with the provisions as set out in *Schedule H* and to deduct such charge from the earnings of the employee,

(2) Where there is no accommodation provided by the employer, then benefits in lieu of accommodation and transport shall be negotiated at the workplace.

Services and fuel

24 Where an employee is resident in accommodation provided by the employer and is supplied by the employer with water, electricity, fuel or refuse removal services, the employer may be entitled to levy charges for such services, in accordance with the employer's charges and to deduct such charges from the earnings of the employee.

Termination of employment

25

(1) A contract of employment may be terminated only, on the part of an employee, by his or her resignation or retirement, and in the following cases on the part of an employer—

- (a) for misconduct following due disciplinary proceedings in accordance with the Act without notice; or
- (b) by mutual agreement in writing with notice under clause (8) unless otherwise agreed; or
- (c) in the case of a fixed term contract, upon the expiry of the period of the contract without the need to give notice. under clause (8):

Provided that—

(i) notwithstanding anything in such contract to contrary no fixed term contract shall be for less than twelve months except—

A. in the case of employment that by its nature is casual or seasonal employment; or

B. the contract is for the performance of some specific service or work in a project which may be completed before that time;

(ii) any fixed term contract that purports to be for a period off less than twelve months shall be deemed to be a contract for an indefinite period;

(iii) if the majority of employees engaged by the same employer are on fixed term contracts, and at any time when an employee's employment is terminated on the expiry of his or her fixed term contract, then the provisions of sections 12C and 12D of the Act shall apply to such termination as if it was retrenchment;

(d) pursuant to retrenchment proceedings in terms of section 12C of the Act or

(e) in terms of sick leave provisions of the Act read together with this Agreement.

(2) An employee who is in occupation of premises belonging to his employer shall—

(a) if he occupies married quarters and his employment is terminated, be allowed to remain in company accommodation for one month beyond-

(i) the termination date if the termination is through summary dismissal; or

(ii) the expiry of the notice period if termination is through other means provided that notice shall not be due to an employee found guilty and dismissed for misconduct.

(3) Except in the case of approved summary dismissal, no employee shall be discharged whilst absent, either on leave or due to sickness of not more than 6 months' duration, or within 7 days after his return to duty therefrom:

(4) An employee who uses his own tools shall, during the period of notice, be given time to put his tools in working order during his ordinary working hours.

(5) Where an employee remains in the company accommodation after termination in line with subsection (2) shall be obliged to keep the accommodation safe and refrain from destruction of damage of whatever nature.

(6) The employer shall withhold the employee's terminal benefits and only pay such benefits upon vacation of the dwelling by the employee after deducting any reasonable costs to cover any damages to the property.

Storage and insurance of tools

26 Each employer shall provide suitable facilities for the safe keeping of employees' tools. Upon receipt from the employee of a list of his tools and the value thereof, the employer shall, at his expense, insure the tools against risk of loss by fire or breaking and entering, or indemnify the employee against those risks.

Expenses of Council

27 (1) For the purpose of meeting the expenses of the council, each employer shall deduct 0.6% from each employee's basic wage every month and remit such deductions to the council.

Provided that, the percentage deductions may be reviewed as determined by council from time to time.

(2) No deductions shall be made in the case of an employee who has been in employment for less than two weeks.

(3) A like amount shall be paid by each employer, and all such amounts shall be paid by the employer to the council not later than the fifteenth day of each calendar month in respect of the preceding working month's dues, and shall be supported by a statement in the form prescribed by the council.

(4) Interest at a rate of 10% per annum shall be charged on any outstanding dues. The interest will accrue daily from the due date of payment to the date of full payment of the outstanding dues and payable interest.

Employees' representatives

28 (1) An employer shall give to an employee who is a representative of the trade union on the council, or any committee appointed by the council, paid leave to attend to his duties in connexion with the work of such body:

Provided that Council shall reimburse employers for this paid leave.

(2) No workers representatives shall be victimised for performing their lawful functions;

(3) Workers representatives must act in an exemplary manner and refrain from disrespecting authority, employees or fellow representatives.

Office-bearers and officials of the trade union

29 (1) Employers shall grant unpaid leave of absence to office-bearers and officials of the trade union for the purpose of attending to the business of the union:

Provided that not less than two days' notice of such intended absence be given to the employer, and that work will not be seriously impaired by reason of such absence.

(2) Shifts falling within periods of unpaid leave which are granted in terms of this clause to allow an employee to attend meetings of the Pneumoconiosis Board, the Blasting Licence Examining Board, the National Manpower Advisory Council or any of its industrial committees as the trade union's official representative, or to attend the trade union's congress as an official delegate, or to attend not more than four meetings *per annum* of the trade union's national executive, shall count as qualifying shifts for the purposes of clause *eighteen*.

Protective clothing

30 (1) The employer shall provide—

(a) suitable gas-masks or respirators for the use of employees who have to work in a place where excessive fumes or dust are present;

(b) fresh drinking-water, free from contamination, for employees at convenient places;

(c) oilskins or raincoats for the use of employees who have to work in wet places, or who are exposed to the elements while carrying out normal duties;

(d) necessary protective clothing, including overalls or dustcoats, for all employees whilst engaged on work which, involves bodily contact with accumulations of oil, grease, tar, corrosive chemicals or carbon, other than coal;

(e) such protective clothing as is necessary for employees engaged in work which exposes them to hot or burning particles, or to corrosive substances—

(i) in the case of blacksmiths, boilermakers, plater/welders and welders, the protective clothing to be issued shall include overalls, leather gauntlets, gloves, leather aprons, leather anklets and goggles;

(ii) in the case of other employees exposed from time to time to hot or burning particles or corrosive substances, the employer, shall make available such articles of protective clothing as are required by the circumstances of the particular operation;

(f) a hard hat, cap-lamp, and belt and boots to every underground employee, and such safety, equipment as is required by regulations, published in terms of the Mines and Minerals Act [*Chapter 165*], as amended from time to time;

(g) uniforms for all waiters and chefs;

(h) suitable uniforms and footwear for hospital and clinic staff and security guards;

and shall replace these items in cases where it is shown that damage has genuinely occurred in the course of their employment :

Provided that—

(i) where the employer provides protective clothing in terms of this clause, the employee shall continually wear such protective clothing only while engaged in the type of work specified in this clause;

(ii) any such protective clothing issued in terms of this clause shall remain the property of the employer, and the employee shall refund to the employer the cost of replacing or repairing any such articles lost by the employee or damaged through the gross negligence or wilfulness of the employee, less a reasonable deduction for fair wear and tear.

(2) An employee shall supply three free issues per annum of overalls or other suitable clothing for underground and mill workers for whom protective clothing has not been supplied.

(3) Underground and mill workers for whom protective clothing has not been supplied, shall be entitled to receive from their employer two free issues per annum of overalls or other suitable working clothing for use whilst at work;

Provided that where working clothing is supplied the employee shall wear such working clothing whilst at work or on the business of the employer.

(4) Working clothing issued in terms of this clause shall remain the property of the employer, and the employee shall refund to the employer the cost of replacing or repairing any such articles of working clothing lost by the employee or damaged through negligence or wilfulness of the employee, less a reasonable deduction for fair wear and tear.

(5) Upon termination of employment, for whatever reason, the employee shall return any working clothing issued to him, to the employer, in a clean and serviceable condition, fair wear and tear accepted. failing such return, the employer shall be liable to deduct from the employee's final payment the cost of replacing the working clothing, less a reasonable deduction for fair wear and tear.

Retrenchment

31 All matters relating to retrenchment and measures to avoid retrenchment shall be dealt with in terms of the Act.

Workers committee and works council

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

Aims and objects

- (2) The aims and objects of the workers committee shall be-
- (a) To act as a direct link and means of communication between the employer and workers at the shop floor level;
 - (b) To provide a means for the presentation of discussion with management of workers requests and grievances;
 - (c) To promote stability and good worker/employer relationship and to encourage the settlement of differences and disputes by conciliatory methods;
 - (d) To promote productivity and generate a stable and good atmosphere within the establishment and especially within the working environment;
 - (e) To prevent the interests of the workers whom they represent by maintaining regular contact with them;
 - (f) To ensure that if a fellow worker seeks their advice in respect of any grievance or disciplinary matter that at least one member of the committee is available to render such advice and assistance as may be required;
 - (g) To ensure if a fellow worker seeks their advice in respect of any grievance or disciplinary matter that at least one member of the committee is available to render such advice and assistance as may be required;
 - (h) To co-operate with the registered trade union in ensuring where applicable, that the collective bargaining agreement or any other legislation applicable to the industry are observed to the mutual benefit of all workers and management.

Composition and procedure of workers committee

(3) Subject to subclause (4), the composition and procedure of a workers committee shall be as determined by the employees at the workplace concerned.

(4) Notwithstanding subclause (1), if a trade union is registered to represent the interests of not less than fifty per centum of the employees at the workplace where a workers committee is to be established, every member of the workers committee shall be a member of the trade union concerned.

Matters which fall within the portfolio of the workers committee

(5) Matters falling the portfolio of the workers committee shall be:

- (a) All matters of mutual interest to the workers and management;
- (b) Prevention of accidents, elimination of health hazards;
- (c) Provision of welfare and community services;
- (d) HIV/AIDS workplace interventions;
- (e) Provision of transport and housing where this is applicable or in their absence, allowances in lieu of such facilities;

- (f) Improvement of working and living conditions;
- (g) Implementation of agreements reached between management and the workers committee;
- (h) The avoidance of disputes and other acts, which are not conducive for productivity or good relationships;
- (i) The prompt settlement of disputes at the lowest possible level;
- (j) The explanation and clarification of work place rules and regulations to co-workers and, where applicable, to wives and families of workers.

Works council

- (6)
 - (a) In every establishment where a workers committee has been elected, there shall be a works council.
 - (b) A works council shall be composed of an equal number representing the employer and the workers committee, including a chairperson.
 - (c) The size of the works council shall be a matter of mutual agreement between the employer and the workers committee at enterprise level;
 - (d) The works council shall draw up a constitution which will guide its operations;
 - (e) The procedure of a works council shall be as determined by its constitution.

Scope of works council discussions

- (7) The functions of the works council shall be:
 - (a) To focus the best interests of the establishment and employees on the best possible use of its human, capital and other resources, so that maximum productivity and optimum employment standards may be maintained.
 - (b) To foster, encourage and maintain good relations between the employer and employees at all levels and to understand and seek solutions to their common problems;
 - (c) To promote the general and common interest, including the health, safety and welfare of both the establishment and its workers;
 - (d) In general, to promote and maintain the effective participation of employees in the establishment and to secure mutual cooperation and trust of employees and their representatives, in the interests of industry harmony.
 - (e) To be consulted about proposals relating to the following_
 - (i) The restructuring of the work place caused by the introduction of new technology and work methods;
 - (ii) Product development plans, job grading and training and education schedules affecting employees;

- (iii) Partial or total plant closure, mergers and transfers of ownership;
 - (iv) Implementation of the employment Code of Conduct and amendments thereof;
 - (v) Criteria for merit increases or payment of discretionary bonuses;
 - (vi) Subject to the provisions of Section 12(C) of the Labour Act, the retrenchment of employees, whether voluntary or compulsory.
- (f) Before an employer may implement proposals relating to any matter referred to in terms of subparagraph (e) of this subclause the employer shall-
- (i) Afford the members of the works council representing the workers committee, representations and to advance alternative proposals;
 - (ii) Consider and respond to the representations and alternative proposals, if any made by the employees under this subclause and if employer does not agree with them, state the reasons for disagreeing;
 - (iii) Attempt to reach consensus with the members of the works council, representing the workers committee on any matter referred to in this subclause.
- (g) Meetings and the business of the works council may be conducted in the following manner-
- (i) It shall normally meet once per month during working hours on a date and time as the chairman may from time to time determine;
 - (ii) Items for the agenda shall be submitted in writing to the chairman at least five working days before the meeting is to be held and the chairman shall prepare an agenda for circulation to all those supposed to attend. Except with the permission of the chairman, no issues may be discussed at meetings other than those placed on the agenda;
 - (iii) The attendance at meetings shall be restricted to elected members and appointed members.
- Provided that the works council have the power to co-opt additional members in an advisory capacity on specific items only.
- (h) The quorum for a meeting shall be two elected members and two appointed members. If, within fifteen minutes of the time fixed for any meeting, a quorum is not present, the meeting shall stand adjourned for five working days at the same time and same place except where the adjournment date falls on a public holiday, in which case the day following shall suffice.
- (i) Decisions made by the works council shall normally be unanimous and shall be recorded in the minutes.
- Provided that in the event of an impasse the Chairman's decision shall be final
- (j) Minutes of meetings shall be recorded by one of the elected members in his capacity as secretary of the works council, and such minutes shall be circulated to all members of the council not later than seven working days after each works council meeting has been held.

Disciplinary Code and grievance procedure

33 (1) A works council may draft a disciplinary code and/or a grievance procedure, and submit such code or procedure to the council for approval stating/justifying the reasons thereof, before it applies for such code to be registered by the Ministry.

(2) For the avoidance of doubt, the code of conduct set out in Schedule J shall apply

- (a) where a mine does not have its own registered code of conduct; or
- (b) where a works council code of conduct has not been approved by the council.

DECLARATION

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

Dated at Harare this 25th day of January, 2025

J. Mawire,

Chairman.

J. MUSEKIWA, COMZ.

S. PAPIAS, AMWUZ.

T. S. KABOTE,

General Secretary,

National Employment Council for the Mining Industry.

SCHEDULE A

CATEGORIES, CLASSES AND SUBCATEGORIES OF EMPLOYEES (CLAUSE 10): SKILLED WORKER (DESIGNATED TRADES) OCCUPATIONS

Skilled Worker Class 1

Employees who have been certificated or registered as journeymen or skilled workers Class 1 by the Ministry of Labour, Manpower Planning and Social Welfare or who hold a journeyman registration certificate issued by an Industrial Council **before 1st March, 1982**, in the trade concerned. Such certified or registered employees will equate to grade 11 or 12 of *Schedule B*.

Skilled Worker Class 2

Employees who have been certificated or registered as skilled workers Class 2 by the Ministry of Labour, Manpower Planning and Social Welfare. Grade 9 employees in *Schedule B* will be regarded as equivalent to Class 2 skilled workers in the appropriate trade.

Such employees will work unsupervised to the same standard and using the same degree of skill as a journeyman, but only on specific tasks for which they have been trained to carry out

Jobs shall include routine diagnostic, dismantling, repair, replacement and assembly work involving setting, measuring, aligning, adjusting and gauging operations.

Incumbents shall have been trained to use sophisticated hand and machine tools appropriate to their trade and task assignments.

Skilled Worker Class 3

Employees who have been certificated or registered as skilled workers Class 3 by the Ministry of Labour, Manpower Planning and Social Welfare. Grade 6 employees in *Schedule B* will be regarded

as equivalent to Class 3 skilled workers in the appropriate trade until such time as they have been registered by the Ministry of Labour, Manpower Planning and Social Welfare as skilled workers, in a class appropriate to their levels.

Such employees will work unsupervised on specific tasks for which training has been- given and possess the appropriate basic skills.

Jobs shall include routine dismantling, measurement, repair, replacement and assembly work.

Incumbents shall be able to use basic hand and machine tools which do not involve enumerative and/or interpretive decisions other than safe operations and which are appropriate to their trade.

Skilled Worker Class 4

Employees who have been certificated or registered as skilled workers Class 4 by the Ministry of Labour, Manpower Planning and Social Welfare. Grade 4 employees in *Schedule B* will be regarded as equivalent to Class 4 skilled workers in the appropriate trade until such time as they have been registered by the Ministry of Labour, Manpower Planning and Social Welfare as skilled workers in a class appropriate to their skills levels.

Such employees will work either—

- (a) as an assistant to a higher grade employee on tasks for which training has been given; or
- (b) unsupervised on specific tasks for which training has been given.

Such employees shall have, or be in the process of learning, the appropriate basic skills.

Jobs shall include when working unsupervised, the routine dismantling, repair and replacement of basic components and lubrication.

SCHEDULE B CATEGORIES, CLASSES AND SUBCATEGORIES OF EMPLOYEES (CLAUSE 10)

For the purposes of this *Schedule*, the following definitions shall apply: —

Note.—Any reference made in this Schedule to the "*Grade*" of an employee shall be defined as having the same meaning as the subcategory in whatever category that occupation occurs. Grading in the context of this agreement is based on the Paterson principle of job evaluation:

"beerhall" means an establishment required to hold a Beerhall Liquor Licence in terms of the Liquor Act [*Chapter 289*];

"beerhall controller Grade 9" means an employee responsible for 1 or more bars on a mine with over 1 000 employees;

"beerhall controller Grade 8" means an employee responsible for 1 or more bars on a mine with between 500 and 1 000 employees;

"beerhall supervisor" means an employee responsible for 1 or more bars on a mine with less than 500 employees;

"chief sampler" means an employee who is in charge of at least 3 samplers (Grade 7) and who is directly responsible to management for the accuracy of all sampling operations and ore reserve calculations;

"chief timekeeper" means an employee who supervises and coordinates the work of 2 or more timekeepers;

"clerk (Grade 6)" means an employee, other than a senior clerk, whose duties include 1 or more of the following functions—

calculating and making up wages, production, quantities received and stores issued or consumed; collating figures and making up periodical returns from records kept by clerks (Grade 5) or clerks (Grade 2) verifying the receipt and/or dispatch of mine stores, equipment and similar articles, ensuring the entry of their details in ledgers and allocating them to their proper places; collating timekeeping records prepared by clerks (Grade 5) or clerks (Grade 2); checking for, and reporting on, anomalies;

"*clerk (Grade 5)*" means an employee, other than a senior clerk, whose duties may include the operation of a telephone appliance and shall include 1 or more of the following functions—

keeping simple records such as stores, absence, timekeeping, leave, labour-control, health, matters incidental to personnel administration, efficiency, production and similar records weighing and measuring products and materials; maintaining registers and/or ledgers and/or tally-sheets; filing in numerical, alphabetical or chronological order; keeping the incoming and outgoing letter register; physically issuing stores ;

"*clerk (Grade 2)*" means an employee who carries out, under supervision, routine clerical work not elsewhere specified;

"*club*" means an establishment operating under a Club Liquor Licence or Occasional Liquor Licence in terms of the Liquor Act [*Chapter 289*];

"*designated trades*" means those skilled worker occupations which relate to the mining industry as follows—

blacksmithing;

boilermaking, plater/welding and welding;

electrician or electrical fitting;

fitting and turning (including machining) or fitting (including machining) or turning (including machining);

motor mechanics (to include diesel and tractor mechanics and auto electrician's work);

diesel plant fitting;

plumbing/drain laying or sheet-metal working;

rigging;

instrument mechanic's work;

refrigeration mechanic's work;

bricklaying or plastering or masonry;

carpentry or carpentry/joinery;

painting and decorating or glazing;

millwrights work;

miscellaneous trades;

"*miscellaneous trade*" means any designated trade other than those covered by the trades categorized above;

"*draughtsperson*" means an employee with an Advanced Technical Certificate, a Higher National Certificate or an equivalent qualification in draughting, who has completed a pupilage and who is familiar with general planning and detailed design of materials, handling plant, shaft installation and general equipment applicable to mining or heavy industry;

"fibre-testing laboratory assistant (Grade 6)" means an employee who has had at least 2 years' experience as a fibre-testing laboratory assistant and who is capable of performing all the standard test methods and applying amendments, and who is involved in the training of fibre-testing laboratory assistants (Grade 5) and (Grade 4);

"fibre-testing laboratory assistant (Grade 5)" means an employee who has had at least 1 year's experience in a fibre-testing laboratory, and who is capable of performing all the standard test methods;

"fibre-testing laboratory assistant (Grade 4)" means an employee who is receiving on-the-job training, and who has less than 1 year's experience in a fibre-testing laboratory, and who is capable of performing some of the standard test methods;

"general engineering draughtsperson (unqualified)" means an employee who does not hold the qualifications required of a draughtsperson but who has had experience in mechanical and/or structural and/or building engineering drawing;

"head or principal State Certified Nurse" means the State Certified Nurse appointed by the employer to be in charge of other State Certified Nurses;

"junior supervisor" means an employee who is appointed to exercise general supervision over Grades 1, 2 and 3 employees in the fire-station, geology department, school, labour controller's office, rescue station, sampling office, mine store, survey office, general office, including printing and duplicating and messengers, estates department, assay office, kitchens, beerhalls, transport office, high-density villages, safety and study departments and wherever supervision is required but no specific subcategory is provided for;

"laboratory technician (Grade 11)" means an employee who has had at least four years experience in an analytical laboratory or who has completed a two year learnership as a laboratory technician plus at least two years further experience in an analytical laboratory, and is in possession of the City and Guilds Chemical Technician's Certificate, Part II or its equivalent;

"laboratory technician (Grade 9)" means an employee who has had at least three years' experience in an analytical laboratory, or who has completed a two year learnership as a laboratory technician plus at least one year's further experience in an analytical laboratory and is in possession of the City and Guilds Chemical Technician's Certificate, Part I, the Metallurgical Assayer's Intermediate Diploma, or the Zimbabwe National Technician's Certificate in Science Technology;

"laboratory assistant (Grade 7)" means an employee who has had at least three years' experience in an analytical laboratory and is engaged in work of a varied nature;

"laboratory assistant (Grade 6)" means an employee who has had at least one year's experience in an analytical laboratory and is engaged in work of a varied nature;

"laboratory assistant (Grade 4)" means an employee who is employed in that capacity in an analytical laboratory and is engaged in work of a routine repetitive nature;

"mobile equipment" means—

"heavy mobile equipment" means bulldozers over 75 kilowatts, mechanical excavators with bucket capacities of more than 0,76 cubic metres, scrapers with capacities of more than 7,65 cubic metres;

"light mobile equipment" means bulldozers of less than 37,5 kilowatts and shovel-loaders with bucket capacities of less than 0,28 cubic metres, other than those used underground, and forklifts;

"medium mobile equipment" means bulldozers of 37,5 to 75 kilowatts, mechanical excavators with bucket capacities of less than 0,76 cubic metres, shovel-loaders with bucket capacities of more than 0,3 cubic metres, excavators and wheel loaders (all sizes) scrapers with capacities of less than 7,65 cubic metres;

"paymaster" means an employee who is responsible for the overall supervision of the receipt and payment of cash in respect of remuneration and vouchers, controls petty cash and cash payments, receives and deposits cash and cheques, supervises pay clerks and reconciles all payments and receipts with the accountant or mine secretary;

"plant operating" means the operation of pumping-plants, compressor-plants, flotation-plants, leaching-plants, cyanide-plants, aspiration-plants, crushing-plants, concentration-plants and other ore-treatment plants, and plants in power-stations, refineries and smelters;

"record keeping" means—

- (a) Basic: Form filled in by recording location/machine No./ type and/or reading gauges, and/or observing and indicating from given responses measuring to nearest cm (Grade 4);
- (b) Routine: Combination of Basic Records with written observations and/or deductions (conclusions) called to nearest mm (Grade 6);
- (c) Advanced: Routine records with recommendations and/or instructions for following shifts (Grade 9);

"rigger" includes rigger/ropemen;

"sampler (Grade 7)" means an employee who qualifies as a sampler (Grade 4) but who, in addition carries out all necessary sampling calculations, including those of individual ore reserve blocks;

"sampler (Grade 4)" means an employee who carries out sampling operations including the transfer of his own and other sampling records from field books to main sampling ledgers;

"secretarial assistant" means an employee who, acting on the instructions of the manager, mine secretary or assistant mine secretary, may be required to carry out a variety of non-routine clerical duties, including the supervision and co-ordination of the work of senior clerks employed on a mine;

"senior clerk" means—

- (a) an employee who, in addition to any other clerical duties which he may be required to perform, is required to supervise and co-ordinate the work of two or more clerks(Grade 6); or
- (b) an employee who, while not supervising the work of clerks (Grade 6), has been appointed as a senior clerk by his employer;

"skilled worker" means a person who has been certificated or registered by the Ministry of Labour, Manpower Planning and Social Welfare as a journeyman or skilled worker Class I, II, III or IV, or holds a journeyman registration certificate issued by an Industrial Council before 1st February, 1982 and recognized by that Ministry, or who possesses a qualification recognized by that Ministry as the equivalent of that of a skilled worker and has in consequence been exempted from certification or registration and may perform work in the skilled worker category in terms of this Agreement;

"timekeeper" means an employee who controls the recording of employees' hours and shifts worked, bonuses, overtime allowances and of deductions to be made, ensures preparation of remuneration schedules, ensures that conditions of service as prescribed by industrial and/or company agreements are complied with, controls labour returns and leave and termination payments, prepares income tax returns and supervises assistants and/or time clerks;

"typist" means an employee engaged wholly or substantially in operating a type-writing machine, but does not include a dictating machine typist or a shorthand typist;

"typist, dictating-machine" means an employee who is required from time to time to transcribe, on a typewriter, material recorded on a dictating-machine;

"typist, shorthand" means an employee who is required from time to time to record dictation in a system of shorthand, whether manually or mechanically recorded, and to transcribe such shorthand on a typewriter;

Provided that the minimum speeds obtained shall be—

Shorthand—eighty words per minute;

Typing—fifty words per minute.

Note.—As clerical employees are employed in a variety of functions, the above may be more closely identified by reference to the mine department in which they carry out their duties. The department(s) in which they have worked shall be shown on their records of service.

CATEGORY 1—ADMINISTRATION AND CLERICAL

Subcategory 1-1:

Office cleaner.

Gardener.

General labourer.

Subcategory 1-2:

Clerk.

Messenger.

Duplicating machine operator.

Waiter.

Subcategory 1-3:

Security guard (unqualified).

Telephone operator.

Subcategory 1-4:

Chef.

Clerk/Typist.

Junior supervisor.

Mobile equipment operator (as described in category 5-4).

Security guard (qualified).

Senior telephone operator.

Subcategory 1-5:

Accounting machine operator.

Clerk.

Security corporal.

Storeman.

Typist.

Subcategory 1-6:

Accounts assistant.

Clerk.

Subcategory 1-7:

Data controller.

Typist dictating machine.

Security sergeant.

Senior clerk.

Subcategory 1-8

Assistant security officer.

Typist, shorthand.

Subcategory 1-9:

Bookkeeper.

Paymaster.

Secretarial assistant.

Storekeeper.

Timekeeper.

Subcategory 1-11:

Administrative assistant.

Assistant accountant.

Assistant chief storekeeper.

Assistant mine Secretary.

Budget controller.

Buyer.

Chief timekeeper.

Computer programmer.

Junior programmer/analyst.

Subcategory 1-12:

Computer programmer/analyst.

CATEGORY 2—PERSONNEL

[amended by SI 191/91 with effect from the 26th July,1991]

Subcategory 2-1:

General labourer.

Subcategory 2-2:

employees working as waiters or township cooks.

Messenger.

Clerk.

Subcategory 2-3:

Meter reader.

Security guard (Unqualified).

Welfare worker.

Subcategory 2-4:

employees working as chefs or head waiters.

Clerk/Typist.

Beerhall barman.

Junior supervisor.

Security guard (qualified).

Sports officer or coach.

Vehicle driver (as described in category 3).

Welfare supervisor or instructor.

Subcategory 2-5:

Assistant welfare officer.

Clerk.

Club barman.

Security corporal.

Typist.

Vehicle driver (as described in category 3).

Subcategory 2-6:

Assistant beerhall supervisor.

Clerk.

Vehicle driver (as described in category 3).

Subcategory 2-7:

Beerhall supervisor.

First aid trainer.

Security sergeant.

Senior clerk.

Township supervisor.

Township club supervisor.

Typist -- dictating machine.

Welfare officer.

Subcategory 2-8:

Beerhall controller (Grade 8).

Labour controller.

Personnel assistant.

Training assistant.

Typist—shorthand.

Subcategory 2-9:

Assistant personnel officer.

Assistant training officer.

Beerhall controller Grade 9).

Club controller.

Secretarial' assistant.

CATEGORY 3—ENGINEERING

Subcategory 3-1:

General labourer.

Subcategory 3-2:

Clerk.

Messenger.

Subcategory 3-3:

Plant operator (as described in category 5).

Subcategory 3-4:

(a) *Other occupations:*

clerk/typist;

junior supervisor;

vehicle driver—employees who possess Class 4, 5 or 6 licences and

who are engaged in driving light vehicles, heavy vehicles not

covered by Class 1 or 2 licences or tractors:

Notes:

(1) where classes of drivers' licences or classes of vehicles are referred to above, they shall have the same meaning as is assigned to them in the Road Traffic Act, [Chapter 13:11];

(2) in cases where vehicles are driven on private roads, for which no State driver's licence is necessary, the drivers of such vehicles shall be assigned to the appropriate subcategory, on the assumption that State licences are required;

locomotive driver (as described in category 4);

mobile equipment operator (as described in category 4);

plant operator (as described in category 5);

(b) *Designated trades:* (Skilled Worker Class 4):

Subcategory 3-4:

blacksmithing;

boilermaking, plater welding and welding;

electrician and electrical fitting;

fitting and turning (including machining). or fitting (including turning), or turning (including machining);

motor mechanic's work (to include diesel and tractor mechanics and auto-electricians, work);

diesel plant fitting;

plumbing and sheet metal working;

rigging.

Employees who are employed as assistants to artisans, skilled worker class 1, 2 or 3, or to subcategory 3-6 or 3-5 employees in the appropriate trade and who, whilst rendering such assistance, are themselves required or authorized to perform such work as is prescribed for the relevant subcategory 3-5 employees:

Provided that the subcategory 3-4 employee shall at all times work under the direct supervision of the skilled worker Class 1, 2 or 3 who has been certificated in an engineering trade or the subcategory 3-6 or 3-5 employee when performing the work prescribed for the subcategory 3-5 employee.

With the exception of a subcategory 3-4 electrician who is not under direct supervision and who takes charge of the issue, receipt, charging and routine maintenance of cap lamps.

Subcategory 3-4:

instrument mechanic's, work;

refrigeration mechanic's work.

Employees who are employed as assistants to artisans or skilled workers Class 1 in these trades and who, whilst rendering such assistance, may themselves not perform skilled work normally performed by a subcategory 3-12 employee or skilled worker Class -1:

Provided that a subcategory 3-4 employee in these trades shall at all times work under the direct supervision of the artisan or skilled worker Class 1 that he is assisting.

Subcategory 3-4:

bricklaying or plastering or masonry;

carpentry and joinery;

painting and decorating or glazing.

Employees who are employed as assistants to artisans, skilled worker Class 1, 2 or 3 or to subcategory 3-7 or 3-6 employees in the appropriate trade and who, whilst rendering such assistance are required to perform such work as is prescribed for subcategory 3-7 or 3-6 employees.

Provided that the subcategory 3-4 employee shall at all times work under the direct supervision of the skilled worker Class 1, 2 or 3 who has been certificated in the respective trade of the subcategory 3-7 or 3-6 employee when performing the work prescribed for the subcategory 3-7 or 3-6 employee.

Subcategory 3-4:

miscellaneous trades.

Employees who are employed as assistants to artisans or skilled worker Class 1 in any trade not covered by the specified subcategories and who, whilst rendering such assistance may themselves not perform skilled work normally performed by artisans or a skilled worker Class 1:

Provided that a subcategory 3-4 miscellaneous employee shall at all times work under the direct supervision of the artisan or skilled worker Class 1 that he is assisting.

Subcategory 3-5:

(a) *Other occupations:*

chauffeur;

clerk;

hoist driver—employees who drive double drum hoists of 375 kilowatts and less and single drum hoists;

typist;

vehicle driver—employees who possess Class 1 licences, and who are engaged in driving heavy personnel-carrying vehicles within the immediate environs of the mine;

Employees who possess Class 2 licences, and who are engaged in driving heavy goods-carrying vehicles other than articulated vehicles;

mobile equipment operator (as described in category 4);

plant operator (as described in category 5);

locomotive driver (as described in category 4);

(b) *Designated trades:*

Subcategory 3-5:

blacksmithing;

boilermaking, plating/welding, welding;

electrician and electrical fitting;

fitting and turning (including machining) or fitting (Including machining) or turning (including machining);

motor mechanics work (to include diesel and tractor mechanics and auto electrician's work);

diesel plant fitting;

plumbing and sheet metal working.

Employees who perform the following work previously set out by an artisan or skilled worker Class 1 or 2 in these respective trades:

Provided that any other skilled worker Class 1 or 2 who has been certificated in an engineering trade may also set out work for subcategory 3-5, blacksmith and 3-5 plumber.

Subcategory 3-5:

blacksmithing.

Making the following small forgings by hand: —

pipeclamps for piping up to 155 millimetres in diameter; pipe-brackets, dog- spikes, raise-hooks, eye- and palm bolts; making chain and wire rope ladders and ventilation door-hinges; hand-riveting to a maximum size of 30 millimetres; repairing of wheelbarrows and cocopans of U and V types, excluding work normally performed by a journeyman; sharpening picks, chisels, moils, pinch-bars and dog-spikes,, cold bending steel pipes and rails; cold straightening of bolts; rethreading with stocks and dies; using sledges; non-welding repetitive work involved in the making and repairing of points

and crossing with rails up to 30 kilograms; provided that all rail-bending be done cold; operating bar-heading-machines; using hand and machine-operated pipe-dies for piping up to 155 millimetres in diameter.

Subcategory 3-5:

boilermaking, plating/welding, welding.

Employees who perform—

- (a) the following work previously set out by a boilermaker, plater/welder or welder, skilled worker Class 1 or 2 or by any other skilled worker Class 1 or 2 who has been certificated in an engineering trade—

operating electric butt-welding and spot-welding machines; hardfacing and building up by hand, excavator buckets and teeth, ladles, cocopan and loader wheels and hammer-and impact-mill rotors and beaters; operating automatic continuous welding- machines used for building up locomotive, cocopan and loader wheels, provided that the machine is pre-set by a skilled worker Class 1 or 2 who has been certificated in an engineering trade; tack-welding and down-hand single-run welding when the components have been previously assembled and either positioned in a jig or located so as to obviate the need for a jig by a skilled worker Class I or 2;

- (b) the following work which need not have been previously set out by another employee—

destructive cutting of rails and cutting of scrap ferrous metals by hand-held oxyacetylene torch;

- (c) operating punching-and shearing-machines on steel plate up to 10 millimetres in thickness; operating portable hand-held power-driven drilling-machines for drilling metal; operating sand-blasting machines; or hand-held grinding-machines for cleaning steel-work; operating power-hacksaws; hand riveting; flattening and straightening material by hand; using stocks and dies up to 32 millimetres; using pipe-dies and pipe-cutters on pipes up to 155 millimetres in diameter:

Provided that the changing of welding-rod sizes and the adjustment of pressure-gauges may in all cases only be undertaken by, a boilermaker, plater/welder or welder skilled worker Class 1 or 2 or by any other skilled worker Class 1 or 2 who possess a certificate issued by a mine manager or mine engineer certifying that he has undergone a course of training in the use of oxyacetylene equipment, which is of a standard approved by the technical subcommittee.

Subcategory 3-5:

Electrician and electrical fitting.

House, office and township single-phase wiring, including installation of conduits and fittings, but excluding final connections to power-mains or fuse-boxes; repairing of trailing-cables; erection of telephone-lines; attending to underground-locomotive battery-charging; replacing house light-switches and fuses:

- (i) laying electric power-cable in trenches and cable-ducts, on cable tracks and on catenary wire; and
- (ii) making up and installing underground lighting cable; and
- (iii) installing underground trolley lines; and
- (iv) erection of overhead power-transmission lines, but excluding final connections to power-supply in all cases.

Subcategory 3-5:

Fitting and turning (including machining).

Cutting by hand or by power-hacksaw; hand threading, joining and laying of pipes, including pipe-fittings, up to 155 millimetres in diameter, Provided that pipes in excess of 152 millimetres in diameter may only be laid horizontally on the ground or floor or in trenches; repacking of glands and replacing of foot-valves; drill-steel shanking and sharpening; reconditioning and threading of bolts with stocks and dies or screwing-machines; using hand tools for scaling, drilling, screwing and sawing; operating power-hacksaws and hand-operated power driven drill presses, excluding radial drills; operating hand and pedestal grinding-machines; maintaining and repairing pneumatic rock-drills, bar-machine jacks and pneumatic explosive-chargers, provided that the work is tested under the supervision of a fitter, fitter and turner, turner, boilermaker, plater-welder or welder, skilled worker Class I or 2; removing, stripping, cleaning and preparing overhaul items of equipment which are replaced as units without adjustment by the employee; removal and replacement of pumps, pneumatic and hydraulic cylinders and air-operated driving-motors without adjustment by the employee.

Subcategory 3-5:

Motor mechanics work.

Unbolting, cleaning without stripping and replacement of starter motors, carburettors, radiators, generators, fuel pumps, exhaust pipes, silencers, oil filters, shock absorbers, fuel tanks and semi-elliptical springs; hand grinding of valves; general vehicle lubrication, dismantling, cleaning and reassembly of vehicle-body and chassis parts, excluding mechanisms.

Subcategory 3-5:

Plumbing and sheet metal working.

Installation of new plumbing in buildings, excluding sweating of pipes, brazing and installation of electric geysers; laying of drains or the maintenance plumbing, assembly and repair of pre-fabricated sheet-metal work which does not involve the application of heat other than soldering which have not been previously set out by another employee.

Subcategory 3-6:

(a) Other occupations:

Clerk;

Driving instructor;

Mobile equipment operator (as described In Category 4).

Plant operator (as described in Category 5).

Vehicle driver—employees who possess Class 1 licences, and who are engaged in driving heavy personnel-carrying vehicles on long distance journeys beyond the immediate environs of the mine.

Employees who possess Class 2 licences and who are engaged in driving heavy, articulated, goods-carrying vehicles.

(b) Designated trades (Skilled Worker Class 3)

Subcategory 3-6:

blacksmithing;

boilermaking, plater/welding and welding;

carpentry or carpentry/joinery;

electrician and electrical fitting;

fitting and turning (including machining) or fitting (including machining) or turning (including machining);

motor mechanics work (to include diesel and tractor mechanics and auto-electricians work);

diesel plant fitting;

painting and decorating or glazing,

plumbing and sheet metal working;

rigging;

employees who perform such work as is prescribed for the relevant subcategory 3-6.

Subcategory 3-6:

Blacksmithing.

Making the following small forgings by hand; pipe-clamps for piping up to 155 millimetres in diameter, pipe-brackets, dog-spikes, raise-hooks, eye-and palm-bolts; making chain and wire rope ladders and ventilation door-hinges; hand riveting to a maximum size of 100 millimetres; repairing of wheelbarrows and cocopans of U and V types; sharpening of picks, chisels, moils, pinch-bars and dog- spikes; cold bending of steel pipes and rails; cold straightening of bolts; rethreading with stocks and dies; using sledges; non-welding repetitive work involved in the making and repairing of points and crossings with rails up to 30 kilograms, provided that all rail-bending be done cold; operating bar-heading machines; using hand-and machine-operated pipe dies for piping up to 155 millimetres in diameter.

Subcategory 3-6:

Boilermaking, plating/welding, welding:

(a) operating electric butt-welding and spot-welding machines; hard-facing and building up by hand, excavator buckets and teeth, ladles, cocopan and loader wheels and hammer and impact-mill rotors and beaters; operating present automatic continuous welding-machines used for building up locomotive, cocopan and loader wheels; operating semi-automatic cutting equipment, including profiling-machines and straight-line cutters, tack-welding and down-hand single-run welding; down hand welding of pipes and flanges; repairing of mine-truck bodies by cutting and patching, excluding the fabrication of major components, down-hand welding on surface, for the repair of chutes; fabricating and replacing chute-liners on surface; assembling and maintaining launders on surface; bending; forming and rolling by hand; operating radial drilling-machines; using jigs or fixtures, where only one size of drill is used and where speeds and automatic feeds are preset by a skilled worker Class 1 or 2 who has been certificated in an engineering trade; destructive cutting of rails and cutting of scrap ferrous metals by hand-held oxyacetylene torch;

(b) operating punching and shearing-machines on steel plate up to 10 millimetres in thickness; operating portable hand-held power-driven drilling machines for drilling metal; operating sand blasting machines, or hand-held grinding machines for cleaning steelwork; operating power hack-saws; hand riveting; flattening and straightening material by hand; using stocks and dies up to 32 millimetres; using pipe- dies and pipe-cutters on pipes up to 155 millimetres in diameter.

Subcategory 3-6:

Carpentry and joinery.

Employees who carry out any or all of the following work which has been previously set out by a carpenter or joiner, skilled worker Class 1 or 2 or by any other skilled worker Class 1 or 2 who has been certificated in a building trade, or by a fitter, skilled worker Class 1, mine manager, mine engineer or engineering foreman working to dimensional sketches; making of roof-trusses; tables and desks, glazing; installation in mine houses, offices and township buildings of doors, door-frames, window-frames, shelving, ceilings, cornices, skirtings and floors; erection of roof-trusses and purlins;

fixing of galvanized-iron roofing; making of cupboards; making of mine school and township furniture; carpentry work involved in building repairs and renovations; making up and repairing wooden ladders and wooden fencing.

Subcategory 3-6:

Electrician and electrical fitting.

House, office and townships wiring, including installation of conduits and fittings, but excluding final connections to power-mains or fuse-boxes; replacing components, on 220 volt single-phase circuits, excluding final connections to power-mains or fuseboxes where such replacement does not require any adjustments to be made to ensure safety; repairing of trailing-cables; erection of telephone-line; installing, repairing and replacing bell and signalling equipment, excluding connections to hoist-safety-circuits; laying electric power-cable in trenches and cable ducts, on cable racks and on catenary wire: making up and installing underground lighting-cable; installing underground trolley-lines and erecting overhead power-transmission lines, including making of cable ends, but excluding final connections to power-supply in all cases; attending to underground locomotive battery charging; maintaining underground locomotive drum-controllers and brushes without replacement; using testing equipment for voltages up to and including 550 volts but excluding testing in substations and disconnecting or reconnecting to power mains or fuse boxes; repairing and maintaining electric kettles, irons, cookers and other domestic appliances but excluding repairs to geysers, refrigerators and electric motors of all kinds and rewiring of electric cookers.

Subcategory 3-6:

Fitting.

Cutting by hand or by power-hacksaw; hand threading of pipes and pipe fittings up to 155 millimetres in diameter; joining and laying of -pipes and pipe fittings, other than pipes and pipe fittings in shafts, provided that pipes in excess of 155 millimetres in diameter shall only be laid horizontally on the ground or floor or in trenches; repacking of glands and replacing of foot-valves; drill-steel shanking and sharpening; reconditioning and threading of bolts with stocks and dies or screwing-machines; using hand tools for scaling, drilling, screwing and sawing; operating power-hacksaws and hand-operated power driven drill presses; operating radial drilling machines using jigs or fixtures where only one size of drill is used and where automatic feeds are pre-set by a fitter, fitter and turner or turner, skilled worker Class I or 2; operating hand and pedestal grinding machines; remetalling to jigs for shafts up to 155 millimetres in diameter, where no adjustment of machinery or parts is required and with no filing or adjustment to surface; maintaining and repairing pneumatic rock-drills, bar-machine jacks and pneumatic explosive-chargers, provided that the work is tested under the supervision of a fitter; fitter and turner or turner, skilled worker Class 1 or 2; repairing and replacing conveyor-belt idlers, rollers, fasteners and scrapers; replacing and tensioning vee-belts, removing, stripping, cleaning and preparing for overhaul items of equipment which are replaced as units without adjustment by the employee; removal and replacement of pumps, pneumatic and hydraulic cylinders and air-operated driving motors without adjustment by the employee; overhauling air pumps and air motors, single-stage centrifugal and diaphragm pumps, bar-heading machines and pneumatic cylinders, where no alteration of dimensions, alignment or adjustment is required.

Subcategory 3-6:

Motor mechanic's work.

Unbolting, cleaning without stripping and replacement motors, carburettors, radiators, generators, fuel pumps, exhaust pipes, silencers, oil filters, shock absorbers, fuel tanks and semi-elliptical springs; hand grinding of valves, general vehicle lubrication, dismantling cleaning and reassembly of vehicle body and chassis parts, excluding mechanisms, wheel balancing.

Subcategory 3-6:

Painting.

Subcategory 3-6:

Employees who perform the following painting, decorating or glazing work-house building and plant-painting; mixing of colours; glazing.

Subcategory 3-6:

Plumbing and sheet metal working.

Installation of new plumbing in buildings, excluding sweating of lead pipes, brazing and installation of electric geysers, laying of drains; laying of pipes up to 102 millimetres in diameter, maintenance plumbing; assembly and repair of prefabricated sheet-metal work which does not involve the application of heat other than soldering or spot-welding; operating preset spot-welding machine.

Subcategory 3-6:

Rigging

Operating power saws, carborundum disc cutters, pedestal drills and grinders cutting by hand held oxyacetylene torch: operating mechanical splicing presses for the manufacture of slings and crane ropes: selection of correct furruls, thimbles and fittings to make up sling and crane ropes: splicing and socketing 5 tuck thimble splices of 6 strand and non-spin ropes for slings and crane ropes up to and including 20 mm in diameter but not shaft winding ropes: long splicing conveyor and haulage rope up to and including 20 mm in diameter: white metal socketing of loader sling and baulk ropes, but not shaft winding ropes: manufacture of wire rope slings, up to and including 20 mm in diameter: reeving a fibre rope block: serving wire and preparing rope samples for destructive testing: preparation of rope for white metal socketing: measuring and making of rope to make up slings: checking wire ropes for corrosion, broken wires and kinks, but not shaft winding rope: operating chain blocks, pull lifts, tirlor hoists and winches, and replacing worn parts where necessary under the supervision of a fitter, fitter and turner or turner, skilled worker Class 1: moving loads by means of jacks, roller and skids, the use of derricks, sheer legs, gyn poles or jibs, but not in winder shafts: erection of tubular scaffolding 12 feet from the ground, complete with toe-boards and guard rail.

Subcategory 3--7

(a) Other occupations

hoist driver;

Employees who drive double-drum hoists of between 376 kilowatts and 600 kilowatts, and automatic hoists:

Provided that, when an automatic hoist with a horsepower rating of 601 kilowatts or more is being operated manually, the minimum rate applicable to a grade 9 employee shall be payable to the driver.

senior clerk.

(b) Designated trade

Subcategory 3--7:

Bricklaying or plastering or masonry.

Employees who perform any or all of the following work which has been previously set out by a bricklayer, plasterer or mason, skilled worker Class 1 or 2, or by any other skilled worker Class 1 or 2 who has been certificated in a building trade, or by a fitter, skilled worker Class 1, or by a mine manager, mine engineer or engineering foreman, and which does not involve the reading of plans or working drawings—setting out, including levels, working to dimensional sketches—all work involved from foundation to roof-level in mine houses; offices and township buildings, including building in or door-frames and window frames in buildings; the bricklaying necessary in the construction of arches, offset

work, fireplaces and the use of brick-force lintels, plastering; pointed stone walling; brick walling; building repairs and renovations.

Subcategory 3-9:

(a) Other occupations

general engineering draughtsperson (unqualified);
transport officer.

(b) Designated trade (skilled worker Class 2)

blacksmithing;
boilermaking, plater/welding and welding;
electrician or electrical fitting;
fitting and turning (including machining) or fitting (including machining) or turning (including machining);
motor mechanics: (to include diesel and tractor mechanics and-auto electrician's work);
diesel plant fitting;
plumbing/drain laying or sheet-metal working;
rigging;
instrument mechanic's work;
refrigeration mechanic's work;
bricklaying or plastering or masonry;
carpentry or carpentry/joinery;
painting and decorating or glazing;
millwrights work;
miscellaneous trades (miscellaneous trade means any designated trade other than those covered by the trades categorized above).

Subcategory 3-11:

(a) Other occupations

Hoist drivers—employees who drive double-drum hoists of 601 kilowatts or more, but excluding automatic hoists.

Notes:

(1) A double-drum hoist operated, and equipped as a single-drum hoist shall be classed as a single-drum hoist and the word "**hoist**" shall specifically exclude scraper-winch and endless rope haulage engines.

(2) Kilowatt is defined as the original rated power of the motor or motors directly driving the hoist-drums, whether or not the hoist has been adapted to a specific duty below its originally designed duty.

Locomotive driver— employees who possess a certificate of registration as a locomotive driver and who drive locomotives of gross mass in excess of 18,2 tonnes.

Training officer.

(b) Designated trade (Skilled Worker Class 1)

Subcategory -11:

Miscellaneous.

Note.—

All employees in skilled worker Class 1 occupations for whose interest the trade union is registered and who cannot be appropriately placed in the trades specified shall be placed in a miscellaneous subcategory.

(c) Designated trades (Skilled Worker Class 1)

Subcategory 1-11:

Bricklaying or plastering or masonry;

Carpentry or carpentry/joinery;

Painting and decorating or glazing;

Employees who perform skilled work normally performed by a subcategory 3-, 1 employee or skilled worker Class 1 and who possess a certificate of competency in the trades concerned for such work or who hold a certificate of registration issued **prior to 1st March, 1982**, recognising them as journeymen in the respective trades.

Subcategory 3-12:

(a) Other occupations

draughtsperson;

planning engineer or estimating engineer;

Workshop planning officer.

(b) Designated trades (Skilled Worker Class 1)

Subcategory 3-12:

blacksmithing;

boilermaking, plater/welding and welding electrician or electrical fitting;

fitting and turning (including machining) or fitting (including machining) or turning (including machining);

motor mechanics (to include diesel and tractor mechanics and auto electrician's work);

diesel plant fitting;

plumbing/drain laying or sheet-metal working;

rigging;

instrument mechanic's work;

refrigeration mechanic's work;

millwrights work;

miscellaneous trades (miscellaneous trade means any designated trade other than those covered by the trades categorized above).

Employees who perform skilled work normally performed by a skilled worker Class 1 and who possess a certificate of competency, for such work or who hold a certificate of registration issued prior to the **1st March, 1982** recognising them as journeymen in the respective trades categorized above.

Subcategory 3-13:

assistant engineer;

assistant mechanical engineer;

assistant electrical engineer;

assistant mechanical and electrical engineer;

building superintendent;

chief draftsperson foreman.

CATEGORY 4—MINING, QUARRYING & MINING SERVICES

NOTES

1. The appointment of one or more subcategory 4-12 or 4-11 employees shall be mandatory on every mine.

2. The number of subcategory 4-12 or 4-11 employees appointed in terms of note (1) shall be the number necessary to ensure that no subcategory 4-12 or 4-11 employee is required to supervise more subcategory 4-9 or 4-7 employees than he can visit and give instructions to, at the working places under his control, within a period of 4 hours.

3. Subcategories 4-12, 4-11, 4-9 and 4-7 employees who have undergone a course of training by a competent instructor in the use of an oxyacetylene cutting torch, and who possesses a certificate issued by amine manager or resident engineer certifying that he has under gone such training and is proficient in such use, may use such a torch, for all operations connected with the equipping and maintenance of shafts and winzes, the cutting and burning of pipes, rails and bolts and the installation and maintenance of grizzleys, chutes, boxes, arches, frames, loading bays and ore and waste passes:

Provided that this note shall not apply to a subcategory 4-12,4-11, 4-9 or 4-7 employee of a fiery coal mine.

4. Brazing, fabricating and welding shall not be permitted.

5, Subcategory 3-22 blacksmithing, 3-12 boilermaking and 3-12 fitting employees and engineering staff who have undergone a course of training approved by the technical subcommittee in the use of oxyacetylene welding and cutting equipment, and authorized representatives of manufacturers or suppliers of oxyacetylene welding and cutting equipment or supplies shall be regarded as competent instructors in terms of note (3).

6. Any employee who is in possession of a mine blasting licence and is authorized to do so, may, if required to ensure the continuation of the work, make safe.

Subcategory 4-1:

General labourer.

Subcategory 4-2:

Clerk.

Messenger.

Subcategory 4-3:

Core-driller--employees who work as the senior assistant to subcategory 4-6 or 4-5 core-driller when drilling underground.

Long hole charging assistant.

Mining operator—employees who perform the duties of-coal-cutter operator's assistant; scraper winch operator; shotcrete operator; robot operator, rock drilling machine operator's assistant.

Subcategory 4-4:

Clerk/Typist

Junior supervisor

Locomotive drivers who drive locomotives of gross mass of less than 9,1 tonnes and employees who undertake locomotive-firing when working in conjunction with subcategory 4-11

[amended by SI 192/91 with effect from the 26th July, 1991

Mining operators who operate underground, under the control and in accordance with the instructions of a subcategory 4--12, 4-11; 4-9, 4--7or 4--5 employee; shovel loaders with a capacity of less than 0,30 cubic metres, and/or;]

Mining, operators who operate rock-drilling machines, under the control, and in accordance with the instructions of a subcategory 4-12. 4-11, 4-9 or 4-7 employee.

Mining operators who carry out charging or blasting operations under the direct supervision of a subcategory 4-12, 4-11, 4-9, or 4-7 employee.

Mining operators who under the control and in accordance with the instructions of a subcategory 4-12, 4-11 or 4-9 employee, take charge of the receipt into and issue and distribution from, underground magazines of explosives and accessories.

Mobile equipment operators who drive light earth or rock excavating moving equipment

Plant operator (as described in Category 5).

Safety assistant.

Sampler.

Scooptram/LHD drivers who drive scooptram/LHD equipment with a rated bucket capacity, of less than 1 cubic metre.

Shaft operators-employees who have had at least 300 shifts of practical shaft operating experience, and who carry out shaft operating duties as bellmen, skipmen, banksmen and onsetters without slinging items of plant, machinery or equipment.

Technical observer.

Vehicle driver (as described in Category 3).

Subcategory 4-5:

Clerk.

Core-drillers who take charge of the setting up and operating of core- drilling machines for non geological purposes.

Gang-leaders and senior operators who have had at least 300 shifts of practical mining experience, and who, under the control and in accordance with the instructions, of a subcategory 4-12, 4-11, 4-9 or 4-7 employee, direct the work of a gang engaged in the following operations and/or—

installation and dismantling of pipes and tracks; concreting of drains; timbering of raises, boxes, platforms and barricades; installation of ventilation-doors; lashing and trammimg.

Gang-leaders and senior operators who are in possession of a mine blasting licence, and make safe and who carry out secondary blasting operations under the control, and in accordance with the instructions, of a subcategory 4-12, 4-11, 4-9 or 4-7 employee.

Gang-leaders and senior operators who operate underground, under the control and in accordance with the instructions, of a subcategory, 4-12 or 4-41 employee, coal-loaders, coal-cutters and shuttle-cars.

Geological assistant.

Hoist drivers (as described in Category 3).

Locomotive drivers who drive locomotives of gross mass of 9,1 tonnes up to 18,2 tonnes and employees who are in charge of shunting operations

[amended by SI 193/91 with effect from the 26th July,1991]

Mobile equipment operators who operate medium earth or rock excavating and moving equipment.

Plant operator (as described in Category 5).

Scooptram/LHD drivers who drive scooptram/LHD equipment with a rated bucket capacity of 1,10 cubic metres up to 2,50 cubic metres.

Shaft operators—employees who have had at least 300 shifts of practical shaft-operating experience, who carry out shaft operation duties as bellmen, skipmen, banksmen and onsetters and who under take the slinging of items of plant machinery or equipment.

Provided that a subcategory 4-5 employee shall not undertake the slinging of any item of plant, machinery or equipment which has a mass of 350 kilogrammes or more unless he is directly supervised by a subcategory 3-12 fitter, 3-12 rigger, 4-112, 4-11 or by a mine manager, mine engineer or engineering foreman.

Vehicle drivers (as described in Category 3).

Subcategory 4-6:

Clerk.

Core-drillers who take charge of the setting up and operation, underground or on the surface, of core-drilling-machines which drill holes of unlimited length underground and up to 250 metres on the surface, and who keep all recovery records.

Mobile equipment operators who operate heavy earth or rock excavating and moving equipment.

Scooptram/LHD drivers who drive scooptram/LHD equipment with a rated bucket capacity of 2,60 cubic metres up to 3.50 cubic metres.

Technical assistant.

Vehicle driver (as described in Category 3).

Subcategory 4-7:

Construction gang leaders who have had at least 300 shifts of practical experience in shaft equipping, winze equipping and construction work, and who control shaft or winze equipping and shaft or winze maintenance work under the direct supervision of a subcategory 4-11 or 4-12 employee:

Provided that a subcategory 4-7 employee engaged on shaft or winze equipping may perform without direct supervision, any of the following work -

(i) in incline shafts or winzes which have an inclination to the horizontal of less than 65 degrees, and in travelling-ways;

installation and maintenance of sills, pedestals, hand-rails, ladders, steps, drains, props and headboards, decking and lagging, grizzleys tracks and rollers, ventilation pipes, air and water columns not exceeding 102 millimetres in diameter;

(ii) in shafts or winzes whose excavated cross-sectional length or breadth or diameter does not exceed 3,66 metres and whose inclination to the horizontal is more than 65°, and in travelling ways.

installation and maintenance of cribbing; isolated sets and lagging for wall support; dividers for ladderway compartments, ladders, tracks and rope guides; pipe-columns not exceeding 102 millimetres in diameter, and ventilation-piping.

Geological draughtsperson.

Geological technician (unqualified).

Sampler.

Senior clerk,

Senior gang leaders who have had at least 300 shifts of practical mining experience, and who, under the control and in accordance with the instructions, of a subcategory 4-12 or 4-11 employee, take charge of pipes and tracks, box-timbering, props reclamation in isolated areas, salvage of material and track-and drain cleaning.

Senior gang leaders who have had at least 300 shifts of practical mining experience, who possess a mine blasting licence and who, under the control, and in accordance with the instructions of a subcategory 4-12, 4-11 or 4-9 employee, take charge of general mining operations in development, stoping, sinking, long-hole mining and quarrying operations, including making safe and the marking off of holes other than holes in shaft or winze sinking or which require the reading of plans, sketches or working drawings:

Provided that where subcategory 4-7 employees are engaged in making safe, not less than one subcategory 4-12, 4-11 or 4-9 employee shall be on shift at that time. The number of subcategory 4-12, 4-11 or 4-9 employees who must be on shift at the time shall be the number necessary to ensure that no subcategory 4-12, 4-11 or 4-9 employee is required to supervise more subcategory 21-7 employees who are required to make safe, than he can visit and give instruction to in the working places under his control, within a period of 4 hours.

Survey draughtsperson:

Underground scooptram/LHD drivers who drive scooptram/LHD equipment with a rated bucket capacity greater than 3,60 cubic metres.

Subcategory 4-9:

Assistant overseer miners who have had at least 300 shifts of practical mining experience, who are in possession of a mine blasting licence and who, under the control, and in accordance with the instructions of a subcategory 4-12 or 4-11 employee, make safe and mark off holes, other than holes in shaft or winze sinking or which require the reading of plans, sketches or working drawings, who whilst on shift direct and take charge of lashing, tramming, secondary blasting, long hole drilling and all work prescribed for lower subcategories in Category 4 in any section or part of a mine provided that where the reading of plans, sketches or working drawings is necessary in respect of the positioning of holes on previously marked rings without marking off the positioning shall be checked by a subcategory 4-12 or 4-11 employee.

Assistant study/efficiency officer.

Chief sampler.

Surveyor (unqualified).

Ventilation technician.

Subcategory 411:

Computer programmer.

Core-drillers who possess a certificate of registration as a core-driller, and who perform the following, work—

taking complete charge of the operation and maintenance of all types of core-drilling machines operating underground or on surface, including deflection of holes, the installation of casing, the recovery of bits, core-barrels and rods, and all ancillary services when drilling on surface.

Geological technician (qualified).

Junior programmer/analyst.

Overseer miners who possess a certificate of registration as an overseer miner, who hold a full blasting licence, who are able to read and understand mine plans and working drawings, and who take charge of, and direct, development, stoping, shaft-sinking, winzing, quarrying, long hole drilling and general mining operations which include all work prescribed for lower subcategories in Category 4 and all work ancillary to development, stoping, shaft-sinking, winzing, quarrying and long hole drilling in any section or part of a mine including the equipping, examination and maintenance of shafts or winzes.

Safety officer.

Study/efficiency officer.

Subcategory 4-12:

Computer programmer/analyst.

Geologist.

Senior overseer miners who possess certificates of registration as a senior overseer miner and who undertake and do shaft or winze timbering duties in addition to those of a subcategory 4-11 overseer miner which include the routine examination and maintenance of all shafts and winzes.

Surveyor (qualified).

Ventilation engineer/officer.

Subcategory 4-13:

Assistant chief surveyor.

Diamond drill foreman.

Shift boss.

CATEGORY 5—PROCESSING & REDUCTION

Subcategory 5-1:

General labourer.

Subcategory 5-2:

Clerk.

Messenger.

Subcategory 5-3

Plant operator-employees who maintain, under supervision by subcategory 5-11, 5-9 or 5-6 employee, standard conditions in a section of a plant; or employees who are in charge, without supervision, of normal running of pumping-plant or compressor-plant with an operating power-rating of not less than 75 kilowatts but not more than 225 kilowatts.

Subcategory 5-4:

Clerk/typist.

Fibre/testing laboratory assistant.

Junior supervisor.

Locomotive driver (as described in Category 4).

Laboratory assistant

Mobile equipment operators who operate light mobile equipment or overhead and self-propelled mobile cranes with a lifting capacity of less than 9,1 tonnes.

Plant operator—employees who are in charge, without supervision of normal running of pumping-plant or compressor-plant with a power-rating of more than 225 kilowatts, but not more than 560 kilowatts.

Technical observer.

Vehicle driver (as described in Category 3).

Subcategory 5-5:

Clerk.

Fibre-testing laboratory assistant.

Mobile equipment operators who operate medium mobile equipment or overhead and self-propelled mobile cranes with lifting capacity of 9,1 tonnes up to 18,2 tonnes.

Plant operator—employees who are in charge, without supervision of normal running of pumping-plant or compressor-plant with a power-rating of more than 560 kilowatts, but not more than 2 megawatts.

Vehicle driver (as described in Category 4).

Subcategory 5-6:

Fibre-testing laboratory assistant.

Clerk.

Laboratory assistant.

Mobile equipment operators who operate overhead and self-propelled mobile cranes with a lifting capacity in excess of 18,2tonnes.

Plant Operator— employees who maintain standard conditions in a section of a plant in accordance with the instructions of a sub-category 5-11 or 5-9 employee who is on shift at the time and, who have 2 or more subcategory 5-3 or labourers under their supervision.

Plant Operator—employees who maintain standard conditions in a section of a plant in accordance with the instructions of a subcategory 5-11 or 5-9 employee who is on shift at the time and, who have 2 or more subcategory 5-3 labourers under their supervision:.

Plant operator—employees who are in charge, without supervision, of normal running of pumping-plant or compressor-plant with an operating power-rating of more than 2 megawatts but not more than 4 megawatts.

Technical assistant.

Subcategory 5-1:

Assistant assayer (unqualified).

Assistant analytical chemist (unqualified).

Laboratory assistant.

Senior clerk.

Training instructor.

Subcategory 5-9:

Laboratory technician.

Plant operator—employees who keep all necessary records and maintain standard conditions in the whole of a plant, excluding the work which would normally be undertaken by a subcategory 3-12 blacksmith, 3-12 boilermaker, 3-12 electrician or 3-12 fitter, in accordance with the instructions of a subcategory 5-11 employee who is on shift at the time, and who have 2 or more subcategory 5-6, 5-5, 5-4, 5-3, 5-2 or 5-1 employees under their supervision:

Provided that—

(i) on a mine which has only one reduction/processing official and no subcategory 5-11 employees the instructions to be given may be given by the reduction/processing official;

(ii) on a mine where—

(a) there is only one reduction/processing official; and

(b) the plant is operated on an alternation of 2 shifts or a cycle of 3 shifts; and

(c) not less than 2 major functions are performed on 1 shift which are not performed on the remaining shift or shifts; and

(d) only 1 subcategory 5-11 employee is employed to take charge of the shift on which the additional functions are performed;

the instructions which have to be given to the subcategory 5-9 employees on the remaining shift or shifts may be given by the reduction/processing official.

Subcategory 5-11:

Assayer (qualified).

Locomotive driver (as described in Category 4).

Laboratory technician.

Metallurgical technician.

Plant operator—employees who possess a certificate of registration as a plant-operator, and who, whilst being responsible to the mine management, are capable of taking complete charge of operations in a plant or a section of a plant, and of the machinery and equipment therein. The duties of such employees include adjustment and lubrication of, and running repairs to, the machinery and plant under their control, excluding work which would normally be undertaken by a subcategory 3-12

blacksmith, 3-12, boilermaker, 3-12 electrician or 3-12 fitter; the starting and stopping of plant, the logging of data the taking of samples and the carving out of routine tests:

Provided that, where the nature of the plant is such as to make the completion of a learnership unnecessary, the technical subcommittee may grant exemption from the learnership requirements in respect of that plant:

Provided that, in a plant where subcategory 5-11 employees were employed on the 1st October, 1975, the retention in employment of those individual subcategory 5-11 employees shall be mandatory until such time as a rearrangement of the plant involving substantial flow-sheet alterations or increased mechanisation or automation or a reduction in the scale of operations or in the value of the product of the plant results, in the opinion of the technical subcommittee, in the redundancy of such employee(s), whereupon such employee(s), before being retrenched, shall be offered alternative employment by the employer if such work is available:

Provided that, the technical subcommittee may require that a subcategory 5-11 employee be appointed in respect of 1 or more shifts in any plant. Before requiring an employer to appoint 1 or more subcategory 5-11 employees in these circumstances, the technical subcommittee shall consider the views of the employer concerned.

Subcategory 5-12:

Analytical chemist (qualified).

Instrument technician.

Metallurgist.

Subcategory 5-13:

Assistant chief analytical chemist.

Assistant chief assayer.

Assistant reduction officer.

Coke oven shift foreman.

Coke works foreman.

Mill concentrator foreman.

Reduction foreman.

Refinery foreman.

Smelter foreman.

CATEGORY 6—HEALTH

For the purposes of this category, subcategories 6-12, 6-11, 6-10 and 6--9 refer to employees who are registered as such with the Medical, Dental and Allied Professions Council.

Subcategory 6-1:

General labourers.

Subcategory 6-2:

Clerk.

Messenger

Subcategory 6-4:

Chef.
 Clerk/typist.
 Dark-room assistant.
 Junior supervisor.
 Vehicle driver (as described in Category 3).
Subcategory 6-5:
 Clerk.
 Hospital laboratory assistant.
 Vehicle driver (as described in Category 3).
 X-ray assistant
Subcategory 6-6:
 Clerk.
 Nursing or medical assistant (unregistered).
 Vehicle driver (as described in Category 3).
Subcategory 6-7:
 First-aid trainer.
 Senior clerk
Subcategory 6-9:
 State Certified Nurse.
Subcategory 6-10:
 Head or principal State Certified Nurse.
Subcategory 6-11:
 State Registered Nurse.
 Health officer.
Subcategory 6-12:
 Sister-in-charge (State Registered Nurse).

**SCHEDULE C
 LEARNERSHIPS (Clause 13)
 NATIONAL EMPLOYMENT COUNCIL FOR THE MINING
 INDUSTRY:
 CONTRACT OF LEARNERSHIP**

This contract of learnership entered into on the..... day of
 20..... by and between
 hereinafter called "the employer", of the one part, and
 born on theday of

19hereinafter called "the learner" (and, if a minor, assisted herein by his parent or guardian) of the other part hereby witnesseth:

1 That the learner, having been found medically fit, does of his own free will agree—

(a) to bind himself as a learner to the said employer in the occupation of

.....
.....

for a period of.....from the.....

day of.....20.....: provided that during the first.....* month(s), which shall constitute a probationary period, the employer shall have the right to cancel the contract of learnership due to unsatisfactory service, and the learner (with the consent of his parent or guardian if he is a minor) shall likewise have the right to cancel the contract during this period should he consider he is unsuited to the occupation;

(b) to serve the employer faithfully, honestly and diligently, and to obey all lawful and reasonable commands and requirements of the employer or of those whom the employer may place in authority over him;

(c) not to disclose or to communicate to any unauthorised person whomsoever any information relating, to the business of the employer;

(d) not to be interested directly or indirectly either as an agent or servant in any business or undertaking other than of the employer and not to absent himself from his duties without the sanction of the employer;

(e) to attend classes in First Aid during the period of his learnership if facilities are made available by the employer.

* *insert 25% of the period of the contract.*

2 That the Employer does by these presents agree—

(a) to bind himself to receive the said learner for the period stated. and to teach or cause to be taught efficiently the said learner in the operations, and for the periods specified as are herein under mentioned: provided that this contract shall be deemed to be terminated if the learner fails to follow the Schedule of training laid down below—

<i>Schedule of training</i>	<i>Period</i>	<i>Category of instructor</i>
.....
.....
.....
.....
.....

(b) to retain the discretion in determining the order in which the various phases of training are carried out;

(c) to pay to the learner wages per shift of 8 hours at the following rates, which shall not be less than those laid down in the applicable agreement or determination in force from time to time—

	§ c
For the first six months
For the second six months
For the third six months
For the fourth six months

(d) not without the written consent of the National Employment Council for the Mining Industry (hereinafter referred to as " the Council ") to place the learner in any position of responsibility during the period of employment as a learner or to use him as a substitute for an employee under whom, he is learning, except in cases of emergency and for short periods only. In such cases the employer shall pay to the learner the minimum rate for the appropriate occupation laid down in the applicable agreement or determination in force from time to time;

(e) not to permit the learner to work overtime except in cases of emergency, in which event he shall be paid for such extra work at overtime rates;

(f) to submit a copy of this contract to the General Secretary of the Council (hereinafter referred to as "the General Secretary"), within 1 month, from the date of execution hereof.

(g) to endorse and sign this contract on completion of the period of learnership and to forward the same to the General Secretary for the purpose of obtaining his endorsement hereto after which the said contract shall be and become the property of the learner.

3 It is further agreed between all parties hereto that—

(a) this contract at all times be subject to the conditions contained in the applicable agreement or determination in force from time to time;

(b) this contract may, with the mutual consent of all parties hereto, be assigned to another employer in the industry, provided that the Council shall assent to such assignment, and such assignment shall be effected by endorsement on this contract by the signature of the parties thereto, together with the same endorsement on the copy of this contract with the General Secretary, and upon such assignment taking place all parties thereto shall be bound by the terms of this contract for the unexpired period thereof;

(c) should the employer be unable to carry out the conditions of this contract he shall forthwith inform the General Secretary, and the Council shall then have the right to sanction the assignment of this contract to another employer by the same means and upon the same conditions as are prescribed in subclause (3) (b) hereof, or the employer may, with the written consent of the Council, terminate this contract, in which event the same shall be endorsed to that effect;

(d) if the employer has good grounds for belief that the learner has committed a serious breach of the terms of this contract or that the learner has or is conducting himself in an unseemly manner and contrary to good discipline, he shall immediately report the matter to the General Secretary, who shall notify the Council for decision as to what action shall be taken, which decision shall be final;

(e) if the employer shall commit any serious breach of the terms of this contract the learner may report such breach to the General Secretary, who shall notify the Council for decision as to what action shall be taken, which decision shall be final;

(f) the learner shall be entitled to the leave conditions prescribed for employees in the subcategory in which he is a learner.

IN WITNESS WHEREOF the contracting parties have hereunder set their hands the day and year
aforewritten.

As Witnesses:

1.

2.

.....

Employer

1.

2.

.....

Learner

1.

2.

.....

Parent or Guardian

Registered by the General Secretary on the day of20.... under
registration number

.....
General Secretary
National' Employment Council
for the Mining Industry

TO BE FILLED IN IF LEARNER ASSIGNED TO ANOTHER
EMPLOYER'

With the consent of all parties to this contract the services of the
learner and the responsibilities of the employer are hereby assigned to.....

Thisday of..... 20.....

As witnesses:

As Witnesses:

1.

2.

.....

Employer

1.

2.

.....

Employer

1.

2.

.....

Parent or Guardian

1.

2.

.....

Learner

APPROVED:

.....

General Secretary

TO BE FILLED IN WHEN THE CONTRACT OF LEARNERSHIP
IS ASSIGNED

The Council recommends that the learnership contract be assigned as entered in the form hereunder:

Employer	DATE		Signature of the General Secretary
	From	To	

TO BE FILLED IN ON COMPLETION OF THE LEARNERSHIP
UNDER THIS CONTRACT AND SENT TO THE GENERAL
SECRETARY OF THE COUNCIL

THIS IS TO CERTIFY THAT the within-named learner has completed his Learnership under this contract and in terms of the Agreement or determination in force from time to time,

thisday of..... 20.....

.....
Employer

Completion of contract registered by me:

General Secretary
National Employment Council
For the Mining Industry

Date:

Learnership Certificate L/.....

**SCHEDULE D
LIST OF HAZADOUS WORK**

1. Driving heavy duty trucks, excavator, tipper and front-end loader
2. Operating conveyer belts
3. Cleaning conveyer belts
4. Operation of extruder
5. Working on heights and bad hanging
6. Working with explosives
7. Using cutting blades
8. Servicing machines
9. Attending to electrical faults
10. Using gas cutters
11. Mixing raw materials with oxide
12. Working with, issuance and distribution of harmful chemicals

13. Use of electrically powered tools such as grinders and welding machines
14. Operating heavy machine causing whole body vibration
15. Feeding in coal into the kiln and any other firing system
16. Maintenance activities in high voltage areas
17. Any night shifts
18. Working in areas with excessive dust
19. Blasting, drilling and charging
20. Working in areas with high temperatures

SCHEDULE E
REMUNERATION (Clause 19)

1. (a) Subject to the provisions of paragraph (b), the basic minimum earnings payable to employees shall be as follows-

BASIC MINIMUM EARNINGS

NATIONAL EMPLOYMENT COUNCIL FOR THE MINING INDUSTRY						
RATES OF PAY FROM 1 JANUARY 2025 TO 30 JUNE 2025						
GRADE	MINIMUM PER MONTH AS AT 31/12/2024	NEW MINIMUM PER MONTH AS AT 01/01/2025	PORTION OF MINIMUM TO BE PAID IN USD AS AT 01/01/2025	PORTION OF USD MINIMUM PAYABLE IN ZIG AT THE PREVAILING OFFICIAL RATE ON THE DATE OF PAYMENT AS AT 01/01/2025	NEW MINIMUM PER SHIFT AS AT 01/01/2025	DOLLAR VALUE INCREASE AS AT 01/01/2025
	USD	USD	USD	USD	USD	USD
1	372.75	387.66	263.61	124.05	14.91	14.91
2	375.73	390.76	265.71	125.04	15.03	15.03
3	377.26	392.35	266.80	125.55	15.09	15.09
4	383.89	399.24	271.48	127.76	15.36	15.36
5	395.34	411.16	279.59	131.57	15.81	15.81
6	413.90	430.46	292.71	137.75	16.56	16.56
7	430.85	448.09	304.70	143.39	17.23	17.23
8	469.27	488.04	331.87	156.17	18.77	18.77
9	569.24	592.01	402.57	189.44	22.77	22.77
10	638.21	663.73	451.34	212.39	25.53	25.53
11	747.73	777.64	528.79	248.84	29.91	29.91
12	811.02	843.46	573.55	269.91	32.44	32.44
13	864.54	899.12	611.40	287.72	34.58	34.58
	INCREASE %	4				
RATES OF PAY FROM 1 JULY 2025 TO 31 DECEMBER 2025						
GRADE	MINIMUM PER MONTH AS AT 31/12/2024	NEW MINIMUM PER MONTH AS AT 01/07/2025	PORTION OF MINIMUM TO BE PAID IN USD AS AT 01/07/2025	PORTION OF USD MINIMUM PAYABLE IN ZIG AT THE PREVAILING OFFICIAL RATE ON THE DATE OF PAYMENT AS AT 01/07/2025	NEW MINIMUM PER SHIFT AS AT 01/07/2025	DOLLAR VALUE INCREASE AS AT 01/07/2025
	USD	USD	USD	USD	USD	USD
1	372.75	391.39	266.14	125.24	15.05	18.64
2	375.73	394.51	268.27	126.24	15.17	18.79
3	377.26	396.12	269.36	126.76	15.24	18.86
4	383.89	403.08	274.09	128.99	15.50	19.19
5	395.34	415.11	282.27	132.83	15.97	19.77
6	413.90	434.60	295.53	139.07	16.72	20.70
7	430.85	452.40	307.63	144.77	17.40	21.54
8	469.27	492.73	335.06	157.67	18.95	23.46
9	569.24	597.71	406.44	191.27	22.99	28.46
10	638.21	670.12	455.68	214.44	25.77	31.91
11	747.73	785.11	533.88	251.24	30.20	37.39
12	811.02	851.57	579.07	272.50	32.75	40.55
13	864.54	907.77	617.28	290.48	34.91	43.23
	INCREASE %	5				
Foreign currency generating companies shall pay the new minimum wages in both USD and ZIG portions as provided for above.						
Non-foreign currency generating companies may be exempted from the requirement to pay in dual currency and shall pay the new monthly USD minimum wages as provided for above at the prevailing official rate on the date of payment.						

2 SERVICE INCREMENTS

The basic minimum earnings, prescribed in paragraph 1 (a) shall be increased as specified hereunder in respect of employees whose total length of service with the same employer amounts to two or more years.

Employees whose total length of service with the same employer exceeds:-

SERVICE YEARS	PERCENTAGE INCREASE	ACCUMULATED PERCENTAGE INCREASE
After 2 years	2%	2%
After 3 years	1%	3%
After 4 years	1%	4%
After 10 years	2%	6%
After 15 years	2%	8%
After 20 years	2%	10%
After 25 years	2%	12%

Note: Employers are to ensure that the following deductions are implemented and shortfalls back-dated to 1 January, 2025 save for NEC subscriptions which are effective 1 January, 2025.

- 1) Mining Industry Pension Fund (M.I.P.F).
- 2) NEC dues 0.6% of grade minimum effective 1 January, 2025.
- 3) Remittances to the NEC and Trade Unions shall be paid using a dual currency system which resonates with the actual wages earned by the employees, that is in both USD and ZiG components.

SERVICE INCREMENT RATES FROM 1 JANUARY 2025 TO 30 JUNE 2025								
The rates of service increments shall be as follows:-								
GRADE	BASIC WAGE USD	AFTER 2 YRS 2% (USD)	AFTER 3 YRS 3%(USD)	AFTER 4 YRS 4%(USD)	AFTER 10 YRS 6%(USD)	AFTER 15 YRS 8%(USD)	AFTER 20 YRS 10%(USD)	AFTER 25 YRS 12%(USD)
1	387.66	7.75	11.63	15.51	23.26	31.01	38.77	46.52
2	390.76	7.82	11.72	15.63	23.45	31.26	39.08	46.89
3	392.35	7.85	11.77	15.69	23.54	31.39	39.24	47.08
4	399.24	7.98	11.98	15.97	23.95	31.94	39.92	47.91
5	411.16	8.22	12.33	16.45	24.67	32.89	41.12	49.34
6	430.46	8.61	12.91	17.22	25.83	34.44	43.05	51.65
7	448.09	8.96	13.44	17.92	26.89	35.85	44.81	53.77
8	488.04	9.76	14.64	19.52	29.28	39.04	48.80	58.56
9	592.01	11.84	17.76	23.68	35.52	47.36	59.20	71.04
10	663.73	13.27	19.91	26.55	39.82	53.10	66.37	79.65
11	777.64	15.55	23.33	31.11	46.66	62.21	77.76	93.32
12	843.46	16.87	25.30	33.74	50.61	67.48	84.35	101.22
13	899.12	17.98	26.97	35.96	53.95	71.93	89.91	107.89
Foreign currency generating companies shall pay the new minimum wages in both USD and ZiG portions and the new minimum wages shall be maintained until the next wage review. For clarity, foreign currency generating companies shall pay wages in dual currency as provided for above.								
Non-foreign currency generating companies are excluded from the requirement to pay in dual currency and shall pay the new monthly USD minimum wages as provided for above at the prevailing auction rate on the date of payment.								
Such increases shall be reflected separately on paysheets and payslips and will continue to form part of an employee's basic earnings.								
Provided that employers may at their discretion, and when they are paying in excess of the minimum wage still pay a service increment based on the actual wage.								

SERVICE INCREMENT RATES FROM 1 JULY 2025 TO 31 DECEMBER 2025								
The rates of service increments shall be as follows:-								
GRADE	BASIC WAGE USD	AFTER 2 YRS 2% (USD)	AFTER 3 YRS 3%(USD)	AFTER 4 YRS 4%(USD)	AFTER 10 YRS 6%(USD)	AFTER 15 YRS 8%(USD)	AFTER 20 YRS 10%(USD)	AFTER 25 YRS 12%(USD)
1	391.39	7.83	11.74	15.66	23.48	31.31	39.14	46.97
2	394.51	7.89	11.84	15.78	23.67	31.56	39.45	47.34
3	396.12	7.92	11.88	15.84	23.77	31.69	39.61	47.53
4	403.08	8.06	12.09	16.12	24.18	32.25	40.31	48.37
5	415.11	8.30	12.45	16.60	24.91	33.21	41.51	49.81
6	434.60	8.69	13.04	17.38	26.08	34.77	43.46	52.15
7	452.40	9.05	13.57	18.10	27.14	36.19	45.24	54.29
8	492.73	9.85	14.78	19.71	29.56	39.42	49.27	59.13
9	597.71	11.95	17.93	23.91	35.86	47.82	59.77	71.72
10	670.12	13.40	20.10	26.80	40.21	53.61	67.01	80.41
11	785.11	15.70	23.55	31.40	47.11	62.81	78.51	94.21
12	851.57	17.03	25.55	34.06	51.09	68.13	85.16	102.19
13	907.77	18.16	27.23	36.31	54.47	72.62	90.78	108.93
Foreign currency generating companies shall pay the new minimum wages in both USD and ZiG portions as provided for above.								
Non-foreign currency generating companies are excluded from the requirement to pay in dual currency and shall pay the new monthly USD minimum wages as provided for above at the prevailing official rate on the date of payment.								
Such increases shall be reflected separately on paysheets and payslips and will continue to form part of an employee's basic earnings.								
Provided that employers may at their discretion, and when they are paying in excess of the minimum wage still pay a service increment based on the actual wage.								

Provided that a subcategory 5-11 plant operator who is undertaking a conversion learnership, as prescribed in paragraph (i) of subclause (8) of clause *thirteen*, following his transfer to a different type of plant operated by his employer, shall be paid wages which are not less than those which he was receiving immediately before his transfer;

(d) Part-time employees: Part-time employees shall be remunerated at a rate which is not less than x/y of the basic minimum earnings prescribed for the occupation concerned, where x is the number of hours in a week to be worked by the part-time employee under normal circumstances and y is the number of hours in a week normally worked by a full-time employee in the same occupation or department.

SCHEDULE F
ALLOWANCES (Clause 20)

1 (1) In addition to the basic earnings provided for in *Schedule D*, allowances shall be paid in accordance with the provisions of subclause (2) to (II).

(2) *Charge-hands*: Charge-hands shall be paid an allowance of one dollar per shift worked.

(3) *Working underground*: Employees in grades 1 to 12 shall be paid an allowance when working underground in accordance with the following—

(a) for any period of four hours or less worked during the employee's normal shift, three per centum of the employee's basic earnings per shift;

(b) for any period in excess of four hours worked, during the employee's normal shift, five per centum of the employee's basic earnings per shift;

(c) for any underground overtime worked, one per centum of the employee's basic earnings per shift in respect of each hour of overtime worked, in addition to the normal overtime payment.

(4) (a) *Acting Allowance*: Where an employee, by reason of the absence of a more senior employee due to sickness or ill-health, or by temporary dislocation of labour (which period of dislocation shall not exceed fourteen days unless otherwise agreed between the employer and the employee) is authorized in writing during any shift to perform work of a higher subcategory he shall receive the minimum basic earnings prescribed for such subcategory for the whole of that shift:

Provided that no acting allowance shall be paid for periods of less than 2 hours on any 1 shift;

(b) an employee employed in Grade 4 or higher who has been appointed in terms of clause 21 to act in a temporary proviso (ii) to clause *twenty-one* shall be paid not less than the minimum rate prescribed for the more senior employee during the period in which he acts.

If both employees are already in receipt of wages in excess of the minimum prescribed for the more senior occupation, an acting allowance, amounting to not less than seven comma five *per centum* of the employee's own basic earnings for the period during which he acts, shall be paid.

(5) *Stand-by*—

(a) an employee who undertakes stand-by duty shall be entitled to an amount equal to his current basic earnings for 1 shift or day in respect of each week of stand-by duty undertaken: such entitlement shall be paid to employees in grades 1 to 12 as an allowance;

(b) employees called out on duty while on stand-by shall be paid overtime for the period worked, in addition to the allowance prescribed in paragraph (a).

(6) *Night work*: Employees in grades 1 to 12 who are required to undertake night work shall be paid a pro-rata allowance of ten *per centum* of the employees basic earnings per shift, which is 0,625 *per centum* of the employee's basic rate for his subcategory in respect' of each 30 minutes or part thereof of night work undertaken.

(7) *Half-shifts*: In the event of a subcategory 4-12 senior overseer miner or 4-11 overseer miner being required to perform 2 men's work during the same shift by reason of the absence of other subcategory 4-12 or 4-11 mining employees due to sickness or ill-health, or by reason of temporary dislocation of labour (which period of dislocation shall not exceed fourteen days unless otherwise agreed between the employer and the employee), he shall be paid at the rate of one and half times his current wage per shift for each shift worked.

(8) *Changes in working hours*: an employee presenting himself punctually for work on his normal shift and being turned away shall, unless he has been given oral or written prior notice of at least

twelve hours of any change in his working hours, be paid the equivalent of half a shift at his current wage per shift.

(9) *One-man drilling crew*: A subcategory 4-4 employee who is required to operate a rock-drilling machine without the assistance of a subcategory 4-3 employee shall be paid an allowance of twenty *per centum* of the minimum wage for a subcategory 4-3 employee for each shift so operated.

(10) *Medical qualifications*: Employees in category 6 who qualify therefor shall be paid the following—

(a) employees who are actually engaged in maternity work and who hold the qualifications of—

- (i) State-registered midwife, - \$30 per month;
- (ii) Registered maternity nurse, - \$18 per month;
- (iii) Registered maternity assistant,- \$10 per month;

(b) State-**registered** nurses who are actually engaged in family planning work and who hold a Family Planning Certificate, - \$15 per month;

(c) State **certified** nurses who are actually engaged in family planning work and who hold a Family Planning Certificate, - \$10 per month:

Provided that an employee who holds more than 1 of the qualifications prescribed in paragraph (a) shall be entitled to the allowance for the highest qualification held only.

(11) *Heat allowance*: Employees in grades 1-12 who are required to work on surface in areas designated as hot areas by the Technical Subcommittee shall be paid a heat allowance in accordance with the following—

(a) for any period of four hours or less worked during the employees normal shift, three per centum of the employees basic earnings per shift;

(b) for any period in excess of four hours worked during the employees normal shift, five per centum of the employees basic earnings per shift;

(c) employees whose duties entail supervisory operations, maintaining services or repairing machinery shall be paid an allowance for each hour calculated on a pro rata basis of five per centum for each full shift worked;

(d) for any period of overtime worked, a heat allowance of one per centum of the employees basic earnings per shift in respect of each hour of overtime worked shall be paid in addition to the normal overtime payment.

(12) **Medical registration fees**: Where an employee in an occupation falling into category 6 is required, by law, to register with the Medical, Dental and Allied Professions Council and to renew such registration on an annual basis in order to continue qualifying for employment in the occupation concerned, the employer shall, on production of relevant receipts, refund to such employee the amount paid by the employee to the Medical, Dental and Allied Professions Council for any current renewal of registration effected:

SCHEDULE G STOPPAGES & DEDUCTIONS (*Clause 22*)

(1) Deductions in terms of paragraph (h) of subclause (3) of clause *twenty-two* may be made in respect of the loss of, or damage to, the following equipment—

boots;

safety-helmets;

mining-lamps;
leggings;
goggles;
overalls and caps issued to employees engaged in food preparation;
eating-utensils;
protective clothing issued in terms of clause *thirty*.

(2) Where charges are made in respect of the loss of, or damage to the articles listed in clause 1, the amount charged shall not exceed the actual cost of replacing the articles, less a reasonable deduction for fair wear and tear, or the actual cost of repair, whichever is the lesser.

(3) Where charges are made on issue of any of the articles listed in clause 1, the amount shall not exceed the actual cost to the employer.

SCHEDULE H **HOUSE RENTALS, SERVICE CHARGES AND MAINTANACE (Clauses 23 and 24)**

An employer who supplies accommodation and/or services to an employee may levy a charge for such accommodation and/or services as provided as follows—

- (1) By agreement between the parties that these charges are to remain in force until when they are reviewed.
- (2) The Parties to the National Employment Council for the Mining Industry have agreed that the monthly
- (3) payment for rents, service and maintenance charges shall be as follows
- (4) 1.a) All mine accommodation that is 20 years old or less, shall attract an all-inclusive rental at 5.0% of the National Employment Council grade minimum of the employee.
- (5) 1.b) all mine accommodation that is more than 20 years old shall attract a service charge only, at 2.5% of the National Employment Council grade minimum of the employee.

SCHEDULE I

Exemption Application Form

Date of Application :
 Name of Mine :
 Date of Registration with NEC :
 Location :
 Contact details :
 Period for Exemption : From.....To.....
(or Ratification of Works Council Agreement)

Reasons for Application : (Attach reasons)

Percentage applied for :
(attach proposed wage schedule in line with the percentage being applied for)

Total Number of Employees :

Number of Employees Affected by the Exemption Application:

Minutes of Works Council Meeting (s) regarding the Exemption Application

Did you meet at Works Council level to discuss the application? **YES/NO**

If YES, attach minutes of the meeting(s) to this application.

If NO, give reasons.

Compliance Status of Applicant

Are you up to date with NEC dues? **YES/NO**

If **NO**, specify period and amount in arrears:

FOR OFFICE USE ONLY

Exemption Requirements	Compliance
Application Letter	
Certificate of Appointment of Workers' Committee (From Min. of Labour/NEC/Trade Union)	
Minutes of Works Council Meeting (s)	
Proposed Wage Schedule for Grade 1 to 13	
Stabilization/Normalization Plan after Exemption Application is granted	
Current Bank Statement	
Income & Expenditure Accounts	
Attach last NEC Return & POP	

ACCOMPANYING DOCUMENTS MUST BE IN TRIPLICATE

Designated Agent's Comments :

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

SCHEDULE J

DISCIPLINARY CODE (*Clause 31*)

Arrangement of clauses

Clause

1. Preamble
2. Objectives of the code
3. Principles governing application of the code
4. Duties and rights of employer
5. Duties and rights of industrial unions
6. Duties and rights of employees

PART A

1. Preamble

- 1.1 For mines to operate efficiently and productively, it is necessary for the management and workers to carry out their obligations within a framework of agreed rules of conduct and of resolving grievances and disputes.
- 1.2 In addressing the present policy with respect to disciplinary and grievance procedures, it is important to stay with those objectives of fairness and uniformity. It is also a point that should, and must, be considered as we enter a new era, and it is in that vein that we are addressing the present disciplinary code schedule by introducing a practice whereby employees, prior to actions that may be taken under the present disciplinary code and grievance, procedure, should have representatives of the Union notified of the possible infraction, thus allowing consultation and counselling by the Union. This method is believed to be a first step in reducing direct action that must be taken under the disciplinary code policy. It is also a method of assuring a joint effort among the parties that are registered to be involved in grievance procedures. It is believed this practice is a proper one and should be implemented accordingly.
- 1.3 In any organization, disciplined behaviour is essential for the good of the employee and the successful achievement of the organization's objectives. For this reason, the importance of good industrial relations, based on humanitarian principles, between employers and employees in every establishment cannot be over-emphasized.
- 1.4 This code is therefore, intended as a guide to employees and line management as to what is expected of them and must be uniformly administered to ensure that all employees are treated in a fair and consistent manner.
- 1.5 The success of the disciplinary system depends largely on the good judgment and understanding of and consistent treatment by officials and their adviser. Success also depends on justice being seen to be done by all concerned and done as swiftly as possible, because unnecessary delay in hearing and disposing of a case breeds resentment and ill-feeling.

1.6 To this end when an employee breaks the terms and conditions of his or her contract, or behaves in an unacceptable manner, he or she must be disciplined in accordance with the procedures set out in this document.

2. Objectives of the code

The objectives of this code shall be:-

- 2.1 to set standards of conduct at the workplace and to maintain discipline;
- 2.2 to provide for peaceful and orderly conduct of labour relations through clear rules and procedures;
- 2.3 to enhance prevention and management of conflicts through a framework of transparency, fairness, mutual respect and consistency;
- 2.4 to maintain the efficient functioning of mines in the interest of the national economy, management and employees;
- 2.5 to promote increased productivity by reducing the time taken into solving disputes;
- 2.6 to provide for the rights and duties of both workers and management for the realisation of work harmony, efficiency, safety and optimum productivity;
- 2.7 to promote internal resolution of disputes;
- 2.8 to ensure equating an offence to the resultant corrective action allowing for mitigation or aggravating factors; or
- 2.9 to assist employees to appreciate the standards of conduct that are expected of them and management to appreciate the powers they may fairly and lawfully exercise;
- 2.10 to provide for the conducive structures and procedures for the fulfilment of the objectives connected with or incidental to the foregoing.

3. Principles governing application of the code

The code shall operate on the following fundamental principles:

- 3.1 that the code must be followed at all times;
- 3.2 that rules of natural justice must be followed in all disciplinary and grievance handling procedures particularly:
 - 3.2.1 that every employee is presumed innocent until proven guilty;
 - 3.2.2 that every employee has a right to be heard in person or through his representative before a decision is made; and
 - 3.2.3 that in dealing with disciplinary and grievance disputes, adjudicating authorities shall always be impartial.
 - 3.2.4 That disciplinary and grievance disputes must be expeditiously dealt with;
 - 3.2.5 That in general, disciplinary action should initially be educational and corrective and thereafter punitive. In line with this spirit, punitive action

shall in general be taken in terms of the Code only after educational and corrective action has proved ineffectual, save for cases of a gross nature.

- 3.2.6 Similar offences committed in similar circumstances should be treated in the same manner through the taking of appropriate disciplinary measure(s) or action(s).
- 3.2.7 It is accepted that no employment code of conduct can be so comprehensive as to cover all possible eventualities. Where unforeseen eventualities or ambiguous circumstances occur therefore, the Human Resources Department shall interpret the code and apply it in the spirit of the general intentions as outlined in the objectives.
- 3.2.8 Punishment should not be given lightly, the responsibility for awarding punishment is, therefore, reserved to officials of the appropriate responsibility and seniority.
- 3.2.9 The offender must be dealt with fairly, firmly, promptly.
- 3.2.10 That as much as possible, grievances shall be resolved at the lowest level of authority.

4. Duties and rights of employer

- 4.1 In terms of this Code, management shall have the following principal rights and duties to-
 - (a) Manage and conduct the business of the undertaking effectively;
 - (b) Develop jointly with their employees or employee representative effective industrial relations and policies consistent with the principles of this Code;
 - (c) Maintain jointly with the employees or employee representatives effective arrangements for negotiation, consultation and communication and for settling grievances and labour disputes at shop floor level;
 - (d) Ensure that during negotiations their representatives are authorised to make decisions on behalf of the undertaking;
 - (e) Take all reasonable steps to ensure that all agreed procedures and agreements are observed;
 - (f) Assure employees that management recognises their membership to and participation in trade union activities;
 - (g) To ensure that the functions and responsibilities of employees are clearly defined in the organisational structure;
 - (h) Ensure the creation of a conducive atmosphere for productivity;
 - (i) to ensure human resources planning and development policy and programmes;
 - (j) resolve grievances and disputes in accordance with the procedures as provided under collective agreements;
 - (k) observe the principles, of fair labour practices as defined in the Labour Relations Act, 1985;
 - (l) promote schemes of worker participation in ownership and management of enterprises wherever possible, and
 - (m) act in good faith in all dealings with employees or employee representative.

5. Duties and rights of industrial unions

5.1 In terms of this Code, industrial unions shall have the following principal rights and duties to-

- (a) Protect and promote the interests of its members and employees generally;
- (b) Develop jointly with their employers; organisation in establishing effective procedures at industrial level for the negotiations of terms and conditions of employment and for the peaceful settlement of disputes;
- (c) Develop with individual employers in establishing effective procedures for the negotiations, consultation, communication and the peaceful settlement of grievances and disputes;
- (d) To ensure that employees and their employee representatives observe collective agreements;
- (e) Abide by the terms and conditions of collective agreements;
- (f) Act in good faith in its relationship with employers or employers' organisations;
- (n) promote schemes of workers participation in ownership and management of enterprises; and
- (g) encourage the promotion of productivity.

6. Duties and rights of employees

6.1 Every employee of mines shall-

- (a) Refrain from any conduct or omission inconsistent with the fulfilment of the express or implied conditions of his employment;
- (b) Perform diligently the duties and responsibilities of his position in a competent manner in order to achieve set objectives and performance standards;
- (c) Abide by all such rules, regulations and mines policies as shall lawfully apply from time to time;
- (d) Obey all lawful instructions given by management or any person to whom authority has been delegated to issue instructions from time to time;
- (e) Handle, maintain or otherwise use the mine's property with due care and attention and in accordance with mine's policy as laid down from time to time, to avoid loss, destruction or deterioration;
- (f) Keep confidential all such information as he or she obtains or is made aware of concerning the business of mines, or employment of another employee except when authorised to do so;
- (g) Abide by the provisions of the employment contract as may be amended from time to time as agreed by both parties;
- (h) Understand the standards of performance and conduct expected of him;
- (i) Report for work punctually and sober without neglect and be appropriately dressed for the work he is employed;

- (j) Comply with occupational safety and health regulations and obligations in relation to accident prevention;
- (k) Conduct himself in any manner, which is not harmful to the promotion of good relations with other employees, or members of the public;
- (l) Not engage in any criminal, fraudulent, dishonest or other discreditable conduct, in or outside the employment;
- (m) Not incite other employees to do, or commit any act, which is inconsistent with their obligations in terms of their contracts of employment and conditions of service, as the case may be;
- (n) Observe agreed procedures for the settlement of grievances and disputes in terms of the Code and the Act’
- (o) Be familiar with the code and observe it at all material times.

PART B

Categories of offences

7. Offences are classified into six major categories—

- (1) Offence warranting counselling
- (2) Offence warranting first written warning
- (3) Offence warranting second written warning
- (4) Offence warranting severe written warning
- (5) Offence warranting final written warning
- (6) Offence warranting dismissal.

8. The following descriptions of each offence are designed to achieve uniformity—

1 Absenteeism -

Absenteeism in this context means absence from work without permission for any whole day or shift.

2 Sub-standard performance—

(a) poor timekeeping—

- (i) reporting late for work;
- (ii) leaving work early without authorisation;
- (iii) taking extended or unauthorized breaks during working hours;

(b) sleeping on duty—sleeping on duty whether or not such action constitutes a hazard to the safety and health of the offender or others, or leads to damage to company property.

(c) negligent loss, damage or misuse of company property—

- (i) negligent loss: any act whereby an employee through carelessness or negligence loses company property or is unable to account for it satisfactorily,
- (ii) negligent damage to company property: any act whereby an employee through carelessness or negligence, causes or, allows company property in his charge to become damaged;

(iii) misuse of company property: using company property or accommodation for a purpose or purposes other than the for which it was intended, and any unauthorized use of company property;

(d) unsatisfactory work performance—

(i) carelessness/negligence: lack of due care and attention in the performance of a task resulting in—

A. repetition of the task;

B. damage to equipment;

C. injury to personnel;

(ii) incompetence/inefficiency: failure to perform work to the required standard;

(iii) loafing: passing the time idly or failing without reasonable cause to complete tasks set.

3 Indiscipline or disorderly behaviour—

(a) disobedience and related offences—

(i) failing to obey an instruction: failure to obey a lawful instruction given by a person in authority;

(ii) non-compliance with established procedures/standing instructions: failure to follow established procedures or failure to handle complaints or grievances in the prescribed manner;

(iii) refusing to work overtime:- failure to work overtime when required, to do so in terms of any current agreement;

(b) abuse and related offences—abusive language: the uttering of any words or the publication of any writing, expressing or showing hatred, ridicule or contempt, for any person or group of persons. The offence is more serious when it is wholly or mainly because of race, tribe, religion, place of origin or colour.

(c) disorderly behaviour and related offences—

(i) disorderly behaviour (horseplay): indulging in rough or unruly behaviour or practical jokes whether or not such behaviour endangers the safety or health of others or the smooth running of the work place;

(ii) threatening violence: threatening to do physical injury to any other person;

(iii) riotous behaviour: in concert with 2 or more persons, engaging in or inciting a group of persons to indulge in disorderly behaviour or wilfully to damage company property;

(d) wilful loss, damage or misuse of company property—

(i) wilful loss: any act whereby an employee wilfully or deliberately loses or causes company property to be lost;

(ii) wilful damage: any act whereby an employee who is in charge, possession or control of company Property, wilfully or deliberately damages or allows or causes such property to be damaged;

(iv) wilful misuse: any act, whereby an employee wilfully or deliberately misuses company property or accommodation.

(v) Sexual Harassment (as defined in the Act).

4 Offences warranting dismissal-

(a) Bribery and forgery—

(i) bribery or corruption: giving or receiving, or attempting to give or receive any bribe of inducing, or attempting to induce any person to, perform any corrupt act;

(ii) false evidence: deliberately giving untrue, erroneous or misleading information or testimony whether verbally or in writing;

(iii) forgery and uttering—

(a) falsifying or changing any document with fraudulent intent, or attempting to do so;

(b) uttering, or attempting to utter fraudulent or false documents;

(iv) misappropriation: applying or attempting to apply to a wrong use for any unauthorised use any funds, assets or property belonging to the company;

(b) wilful disobedience to a lawful order given by the employer;

(c) wilful and unlawful destruction of the employer's property;

(d) theft or fraud;

(e) intoxication that renders him incapable of performing his duties properly

(f) absence from work for a period of five or more working days without reasonable excuse;

(g) habitual and substantial neglect of his duties;

(h) gross incompetence or inefficiency in the performance of his work;

(i) lack of a skill which the employee expressly or impliedly held himself out to possess;

(j) being in possession of alcohol or drug whilst on duty;

(k) taking, injecting or inhaling alcohol or drugs whilst on duty;

(l) assault or attempted assault: occasioning or attempting to occasion bodily harm to any other person;

(M) fighting;

(N) unlawful job action - This refers to any action by one or more employees to withdraw their labour, or "go slow" or otherwise interfere with the normal operations of the company in furtherance of a dispute or with the object of compelling management to take or refrain from taking any specific action where the matter in dispute has not been processed through the relevant procedures prescribed by law, any action by any employee to persuade, encourage or intimidate any employee to take such unlawful job action, any action designed to interfere with the normal operations of the company in the furtherance of any dispute industrial or otherwise.

PART C

Penalties

9. The following penalties shall apply to the following offences:-

(1) Counselling to be recorded on the employee's personal file. Any supervisor may counsel for minor offences such as:

1.1. sub-standard performance—

(a) poor timekeeping—

- (i) reporting late for work;
- (ii) leaving work early without authorization;
- (iii) taking extended or unauthorized breaks during working hours; and

(b) unsatisfactory work performance;

(c) minor offences;

1.2. indiscipline and disorderly behaviour; -
minor offences.

Note.—When counselling is considered inadequate because of the nature of the offence or when previous counselling has not achieved the desired correction, the supervisor will lay a formal complaint in order to have the case formally dealt with and in order to have an entry made on the employee's disciplinary record.

(2) In increasing order of severity, there are 4 levels of recorded warnings—

(a) first recorded warning;

(b) second recorded warning;

(c) severe warning;

(d) final warning.

Appendix A shows the schedule of offences and penalties.

NB: An employee who accumulates more than 3 current warnings in one category shall be deemed to be a habitual offender for whom further action may be taken at a more punitive level.

(3) First recorded warning to remain in force for a period of not more than 4 months. This may be given for a repetition of an offence for which counselling has been given, or it may be given for a first offence such as—

2.1. Absenteeism: -

Absence from work without permission for not more than two consecutive days.

3.2. Sub-standard performance—

(a) negligent loss of company property: any act whereby an employee through carelessness or negligence loses, or is unable to account for company property;

(b) unsatisfactory work performance: incompetence /inefficiency, failure to perform work to the required standard.

3.3. Indiscipline or disorderly behaviour, or disobedience and related offences: failure to obey a lawful instruction given by a person in authority.

4 Second recorded warning to remain in force for a period of not more than six months. Given for the repetition of an offence during a period when a first recorded warning is still in effect;

5 Severe warning to remain in force for a period of not more than eight months. Given for the repetition of an offence during a period when a recorded warning is still in effect or for a first offence such as—

5.1. absenteeism: absence from work without permission for not more than three consecutive days.

5.2 Sub-standard performance-

- (a) sleeping on duty; sleeping on duty where the safety of others is not involved;
- (b) damage or misuse of company property: damaging or using company property or accommodation for a purpose or purposes other than that for which it was intended, and any unauthorized use of company property;
- (c) unsatisfactory work performance—
 - (i) carelessness/negligence: lack of due care and attention resulting in:
 - A. repetition of the task;
 - B. damage to equipment;
 - C. injury to personnel;
 - (ii) incompetence/inefficiency: severe cases of failure perform work to the required standard;
 - (iii) loafing: passing the time idly or failing reasonable cause to complete tasks set.

5.3. Indiscipline or disorderly behaviour—

- (a) disobedience and related offences: Non-compliance with established procedures/standing instruction means failure to follow established procedures or failure to handle complaints or grievances in the prescribed manner;
- (b) abuse and related offences: abusive language means the uttering of any words or the publication of any writing, expressing or showing hatred, ridicule or contempt, for any person or group of persons;
- (c) disorderly behaviour and related offences: disorderly behaviour (horseplay) means indulging in rough or unruly behaviour or practical jokes whether or not such behaviour endangers the safety or health of others or the smooth running of the work place.

6. Final warning to remain in force for a period of not more than twelve months. May be given for the repetition of an offence during a period when a first, second or severe warning is still in effect or for a offence such as—

6.1. absenteeism: absence from work without permission for not more than four consecutive days.

6.2. Sub-standard performance—

- (a) sleeping on duty: sleeping on duty where such action constitutes a hazard to the safety and health of the offender or others, or leads to damage to company property;
- (b) damage or misuse of company property: any act whereby an employee through carelessness or negligence, causes or allows company property in his charge to become misused or damaged.

6.3. Indiscipline or disorderly behaviour—

- (a) disobedience and related offences: refusing to work over-time means failure to work overtime when required to do so in terms of any current agreement;
- (b) disorderly behaviour and related offences—
 - (i) threatening violence: threatening to do physical injury to any other person;

(ii) assault or attempted assault occasioning or attempting to occasion bodily harm to any other person;

(iii) fighting: physical combat with another person who retaliates.

(c) wilful loss, damage or misuse of company property: any act whereby an employee wilfully or deliberately loses, damages or misuses company property or accommodation.

7 Dismissal: an employee may be dismissed for the repetition of an offence during a period when a final warning is still in effect or for any of the following offences-

7.1 bribery or corruption-

(a) bribery or corruption: giving or receiving, or attempting to give or receive any bribe or inducing, or attempting to induce any person to, perform any corrupt act;

(b) false evidence: deliberately giving untrue, erroneous or misleading information or testimony whether verbally or in writing;

(c) forgery and uttering means—

(i) falsifying or changing any document with fraudulent intent, or attempting to do so;

(ii) uttering, or attempting to utter fraudulent or false documents;

(d) misappropriation: applying or attempting to apply to a wrong use for any unauthorised use any funds, assets or property belonging to the company;

wilful disobedience to a lawful order given by the employer;

7.2 wilful and unlawful destruction of the employer's property;

7.3 theft or fraud;

7.4 intoxication that renders him incapable of performing his duties properly

7.5 absence from work for a period of five or more working days without reasonable excuse;

7.6 habitual and substantial neglect of his duties;

7.7 gross incompetence or inefficiency in the performance of his work;

7.8 lack of a skill which the employee expressly or impliedly held himself out to possess;

7.9 being in possession of alcohol or drug whilst on duty;

7.10 clocking another employee's time card intentionally;

7.11 taking, injecting or inhaling alcohol or drugs whilst on duty;

7.12 gross negligence or wrongful act or omission that causes accident, injury or death at work;

7.13 unlawful job action - This refers to any action by one or more employees to withdraw their labour, or "go slow" or otherwise interfere with the normal operations of the company in furtherance of a dispute or with the object of compelling management to take or refrain from taking any specific action where the matter in dispute has not been processed through the relevant procedures prescribed by law, any action by any employee to persuade, encourage or intimidate any employee to take such unlawful job action, any action designed

to interfere with the normal operations of the company in the furtherance of any dispute industrial or otherwise.

PART D

Code of conduct procedure

10. Action by Supervisor when an offence is committed or reported-

- (1) When an offence is alleged to have been committed the supervisor concerned will investigate and either dismiss the case or give an unrecorded warning or lay a formal disciplinary complaint;
- (2) No action shall be taken against, and no penalty shall be imposed on an employee who has breached, the provisions of this code unless such breach has been fully investigated by the authority concerned, to the satisfaction of the administering official or whoever will be responsible for adjudicating on the matter;
- (3) (a) In certain circumstances the supervisor will ensure that the offender is removed from the work place pending investigation of the case. He will take immediate steps to report the matter to the head of department or other such senior official who will decide whether the offender may return to work or should be laid off pending the outcome of the investigation and hearing.
(b) Generally, an employee will be suspended from work when his continued presence is likely to lead to a disturbance or it is necessary to avoid injury to personnel or loss of, or damage to company property.
(c) An employee shall be paid his basic wage or salary for the shift or shifts during which he was suspended.
(d) Compulsory suspension (where it is mandatory)

An employee must be suspended from work and removed from the workplace if he has committed or is involved in any of the following offences-

- (i) Assault;
- (ii) Being in the opinion of the supervisor, unfit to carry out his duties, i.e being under the influence of alcohol or drugs;
- (iii) Consuming alcohol or drugs at work;
- (iv) Fighting or riotous behaviour;
- (v) Threatening violence or acting violently;
- (vi) Any act or omission which intentionally endangers the health or safety of others or is likely to cause damage to company property;

Notwithstanding Section 10 (3) (c) above, an employee maybe suspended without benefits under Section 10 (3) (d).

(e) Discretionary lay-off (where it is advisable)

an employee must be laid off work and removed from the workplace if he has committed or is involved in any of the following offences-

- (i) using abusive or provocative language;
- (ii) insubordination;
- (iii) persistent refusal to obey instructions.

11. The hearing -

- (1) When a formal disciplinary complaint is laid against an employee, this will be done in writing, on by the complainant, on the approved form (*Appendix "B"*, sections 1 and 2);
- (2) the complaint form will be submitted to the head of section/ department. If the offender admits the complaint, he will complete section 3 of the form and obtain the offender's signature. He will convene and administer a hearing **within 72 hours** to determine the validity of the complaint and for the appropriate disciplinary action if the offender contents the issue;
- (3) the complainant and the accused must attend the hearing in person. The hearing shall be chaired by the administering official who shall sit together with up to two workers representatives appointed by employees and up to two employer representatives provided that the representatives shall be equal at all times. These shall constitute the disciplinary committee for the hearing.
- (4) Where it is not possible for any justifiable reason to constitute a disciplinary committee, the mine authority shall appoint a Disciplinary Authority who shall exercise the same powers as those of the disciplinary committee.
- (5) The disciplinary committee shall hear the matter and make a decision provided that where there is an equality of votes the chairperson shall exercise a casting vote and his decision shall constitute the decision of the committee.
- (6) An employee may be represented by a person of his choice and may include workers committee representatives, trade union representative or such other person or persons engaged by the offender.

Provided that if the offence is for one of absence, and reasonable attempts have been made to secure his whereabouts, the hearing shall be held notwithstanding his absence, after a period of seven days have elapsed;

- (7) The disciplinary committee shall address all preliminary issues raised at the commencement of the hearing and any other issues that may be raised during the hearing. These include, applications for adjournment or postponement.
- (8) witnesses may be called as necessary and the administering official may take into account reports and statements submitted in writing by the personnel/security department, Such documents must be made freely available to the offender and (if applicable) his representative;
- (9) at the conclusion of the hearing he will complete section **3** of the form (**Appendix "B"**) and obtain the signature of the offender and/or his representative. If the offender is unable or unwilling to sign the form this should be noted and the personnel department informed immediately. The personnel department representative will investigate the reasons for this and will comment in section 3 as appropriate

- (10) If the administering official is not a head of department/mine manager this form (with attachments) will be forwarded to the head of department/ mine manager for signature. He will, after carrying out any further investigations that may be necessary, add his signature and comments to section 3 of the form:
- (11) The form (with attachments) will be forwarded to the personnel department. Any warnings given will be recorded in the disciplinary records and documents will be placed on the offender's personal file;
- (12) If the offence is of a criminal nature and is likely to result in discharge or dismissal the personnel department will request a full report from the security department;
- (13) On receipt of the complaint form where dismissal is recommended the personnel department will complete section 6;
- (14) Supervisory level guidelines for the conduct of hearings and the imposition of penalties are given in Appendix "A".

12. Appeals procedure

- (1) every employee has the right to appeal against any decision which involves an entry on his disciplinary record and which may affect his future employment prospects;
- (2) when an employee wishes to appeal against disciplinary action which has been taken against him he shall appeal to the designated authority within a period of five working days following the imposition of the penalty, and must state the grounds for the appeal, in writing. Notwithstanding contained herein, five days shall be counted from the day the day the employee is given record of proceedings. Out of time appeals may only be considered when there is a reasonable excuse for the delay;

An employer shall provide a record of proceedings within 5 days from the date of conclusion of the proceedings, failure the employee shall be titled to full benefits until such record of proceedings is provided to the employee.

- (3) the appeal shall be heard by the designated authority in the presence of the employee who may be accompanied by his representative(s);
- (4) the designated authority shall make a determination in respect of the appeal within a period of five working days and the form endorsed accordingly. The decision of the designate authority shall be final.
- (5) notwithstanding anything contained herein an employee who is aggrieved by the decision on appeal may exercise his rights under the Act, and shall notify the company accordingly. However, such action shall not have the effect of suspending any disciplinary action reached until a decision to the contrary is made on appeal.

Note – For the purpose of this appeals procedure, the term designated authority shall be defined as the person or persons designated by the company to hear the case.

PART E

Guidelines for a grievance procedure

13. **Definition:**

All employees have a right to seek redress for grievances relating to their employment . In this context a 'grievance' is any dissatisfaction or feeling of injustice arising out of a work situation.

14. **Objective:**

It is in every company's interest that all grievances be resolved at the earliest stage possible and as near to the point of origin as possible. It is important that grievances be considered and resolved equitably, speedily and all employees should be made aware of this basic right in addition to the fact that all employees may submit grievances without any prejudice whatsoever regarding their employment.

15. Procedure:

An employee who wishes to raise any issue as a grievance in which he or she is directly concerned must do so, in writing, to his or her immediate supervisor who shall, in addition to keeping a record of the matter—

- (1) make arrangements to hear the grievance within seventy-two hours in privacy;
- (2) permit the employee to be accompanied and assisted by a representative of the worker's committee or trade union (if he is a member of the union) who shall be of his own choosing;
- (3) identify the grievance and the circumstances surrounding it;
- (4) clarify any points of confusion or inconsistency;
- (5) offer counselling if such is felt beneficial to arrive at an equitable understanding: for misunderstanding is, in the majority of cases, often the reason behind a grievance
- (6) sum up and make a decision;
- (7) after a decision has been made, no further discussion must take place;
- (8) the decision must be communicated in writing to the aggrieved employee(s) who shall acknowledge receipt thereof.

Note: -A grievance hearing will be attended by not more than 2 aggrieved employees, not more than two witnesses, one employee organization representative (where appropriate), a personnel department representative (PDR), and the supervisor who is hearing the grievance.

16. Appeals —

- (1) should the aggrieved employee be dissatisfied with the supervisor's decision, he/she may appeal to the senior supervisor, in writing, within seventy-two hours, stating the grounds for appeal;
- (2) the senior supervisor will review the case with any person whom he wishes to consult, make a decision within seventy-two hours, and endorse the case records accordingly. The decision will then be communicated to the aggrieved employee;
- (3) should the aggrieved employee still be dissatisfied with the senior supervisor's decision, he may appeal to the head of department, in writing, within seventy-two hours, stating the grounds for the appeal;
- (4) the head of department will review the case and make a decision, within seventy-two hours, and endorse the case records accordingly;

(5) should the aggrieved employee still be dissatisfied with the head of department's decision, he may appeal to the manager, in writing, within seventy-two hours, stating the grounds for the appeal;

(6) the manager will review the case and make a decision, within seventy-two hours, and endorse the case records accordingly. The manager's decision shall be final.

Notes:

Nothing in the foregoing shall prevent an employee from pursuing a grievance further through the channels recognized by the Ministry of Labour, Manpower Planning and Social Welfare;

At all steps in the grievance the personnel or staff department, as the case may be, may be consulted by all parties for guidance and precedents.

APPENDIX "A"
CODE OF CONDUCT - SCHEDULE OF OFFENCES AND PENALTIES
OFFENCES AND ACTION GUIDELINES

NATURE OF OFFENCE

Level of action	Absenteeism	Sub-standard performance	Indiscipline or disorderly conduct	Level of Persons to Process
<p style="text-align: center;">1. Counselling:</p> <p>To be recorded on the employee's personal file</p>		<p style="text-align: center;">Poor timekeeping:</p> <p>1. Reporting late to work</p> <p>2. Leaving work early w/o authorisation</p> <p>3. Taking extended breaks during working hours.</p> <p>4. Minor offences such as carelessness & loafing</p> <p>5. Intoxication of below 0.5% as reflected on breathalyser</p>	<p>Minor offences :</p>	<p>Supervisor</p>
<p style="text-align: center;">2. First recorded warning:</p> <p>4 months</p>	<p>A.W.O.L.</p> <p>For not more than 2 days</p>	<p>Negligent loss of company property.</p> <p>Failure to perform work to the required standard</p>	<p>Disobedience:</p> <p>Failure to obey an instruction given by a person in authority</p>	<p>Head of section or senior supervisor.</p>

		Intoxication of below 0.5% as reflected on breathalyser		
3. Second recorded warning: 6 months	A.W.O.L. For not more than 2 days	Negligent loss of company property. Failure to perform work to the required standard Intoxication of below 0.5% as reflected on breathalyser	Disobedience: Failure to obey an instruction given by a person in authority	Head of section or senior supervisor
4. Severe warning 8 months given for the repetition of an offence during a period when a recorded warning is still in effect or for a first offence such as-	A.W.O.L. For not more than 3 days.	Sleeping on duty where the safety of others is not involved. Damage or misuse of company property. Unsatisfactory work performance: 1. Carelessness or negligence 2. Inefficiency or incompetence 3. Loafing 4. Intoxication of less than 0.5% as reflected on breathalyser	Disobedience: Non-compliance or failure to follow established procedures/standing instructions Abuse: Abusive language. Disorderly behaviour: 1. Horseplay or unruly behaviour 2. Sexual harassment 1 st offender	Departmental manager
5. Final recorded warning: 12 months may be given for the repetition of an offence during a period when a first, second or severe warning is still in effect or for a first offence such as-	A.W.O.L. For not more than 4 days	Sleeping on duty where such an action constitutes a hazard to the safety and health of the offender and others, or leads to damage to company property. Damage or misuse of company property Intoxication of between 0.5% - 0.79% as reflected on breathalyser	Disobedience: Refusing to work overtime. Disorderly behaviour: 1. Threatening violence. 2. Assault or attempted assault 3. Fighting 4. Wilful loss, damage or misuse of company property. 5. 2 nd Offender Sexual harassment	Departmental manager
6. Dismissal An employee			Offences warranting dismissal:	General Manager

<p>may be dismissed for the repetition of an offence during a period when a final warning is still in effect or for any of the following offences-</p>			<ol style="list-style-type: none"> 1. Bribery and corruption 2. Wilful disobedience to a lawful order given by the employer 3. Wilful and unlawful destruction of the employer's property; 4. Theft and fraud 5. Intoxication of 0.8% and above as reflected on breathalyser; 6. Absence from work for a period of five or more working days without reasonable excuse; 7. Habitual and substantial neglect of his duties; 8. Gross incompetence or inefficiency in the performance of his work; 9. Lack of a skill which the employee expressly or impliedly held himself out to possess; 10. Being in possession of 	
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			alcohol or drugs whilst on duty; 11. Clocking another employee's time care intentionally; 12. Taking, injecting or inhaling alcohol or drugs whilst on duty; 13. Gross negligence or wrongful act or omission that causes accident, injury or death at work; 14. Unlawful job action. 15. 3 rd time Offender Sexual Harassment	
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APPENDIX "B"
SPECIMEN COMPLAINT FORM

PART 1

Hearing procedure

SECTION 1

(a) Name of complainant Mine No.

Subcat./Grade Gang No Occupation.....

Dept..... Section..... Station.....

(b) Name of accused Mine No.

Occupation Dept.....

Station Section

(c) Nature of offence.....

.....

Date of offenceTimePlace

Names of witnesses :

(1)Mine No : -.....

(2)Mine No : -.....

(3)Mine No : -.....

SECTION 2

Statement by the offender
.....
.....

SECTION 3

This section must be completed by the administering official -

Name of officialDesignation

Findings of the Disciplinary Committee/Disciplinary Authority,including an assessment of the offender's previous disciplinary record, if any

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

Disciplinary Committee//Disciplinary Authority's verdict

.....
.....

Official's signature Date

SECTION 4

This section should be completed by a representative of the Trade Union or workers committee , who is representing the offender who should state in writing whether he agrees or disagrees with the findings of the Administering official; AGREE/DISAGREE (*delete inapplicable*)

If DISAGREE state reason

.....

Recommendations.....

Name of worker's representative

Signature:..... Date

SECTION 5

The accused's comments with regard to the verdict: APPEAL /NOT APPEAL (*delete inapplicable*)

SignatureDate.....

Complainant's comments with regard to the verdict:.....

.....

SignatureDate.....

SECTION 6

To be completed by the head of personnel department :

Comments.....

-.....

.....

Name Signature..Date