

Collective Bargaining Agreement: Agricultural Industry

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IT is hereby notified that the Collective Bargaining Agreement set out in the Schedule which replaces the agreement in Statutory Instrument 323 of 1993 has been registered in terms of section 79 of the Labour Act [*Chapter 28:01*]:—

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR THE  
AGRICULTURAL INDUSTRY

COLLECTIVE BARGAINING AGREEMENT: AGRICULTURAL  
INDUSTRY

In accordance with the provisions of the Labour Act [*Chapter 28:01*], this agreement is made and entered into between Zimbabwe Agriculture Employers' Organisation (ZAEO), Zimbabwe Farmers' Union (ZFU), Zimbabwe Commercial Farmers' Union (ZCFU), Kapenta Producers Association (KPA) and Indigenous Kapenta Producers Association (IKPA) (hereinafter referred to as "the employers" or "the employer's organisation"), of the one part, and the General Agriculture and Plantation Workers' Union of Zimbabwe (GAPWUZ), Horticultural General Agriculture and Plantation Workers' Union (HGAPWUZ), Kapenta Workers Union of Zimbabwe (KWUZ) (hereinafter referred to as "the employees" or "the trade union"), of the other part, being parties to the National Employment Council for the Agricultural Industry.

The provisions of this agreement shall replace the whole of the provisions of the agreement published in Statutory 323 of 1993.

ARRANGEMENT OF SECTIONS

*Sections*

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2. Period of operation and amendments.
3. Interpretation of terms.
4. Administration of agreement.
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### *Sections*

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FIRST SCHEDULE: Grading and wages.

SECOND SCHEDULE: Allowances.

THIRD SCHEDULE: Gratuities.

FOURTH SCHEDULE: Council dues form.

FIFTH SCHEDULE: Trade union dues/Stop order form.

SIXTH SCHEDULE: Trade union dues/Remittance form.

SEVENTH SCHEDULE: Code of conduct and grievance procedure.

### *Scope and application of agreement*

1. (1) In terms of the provisions of section 82 of Labour Act [Chapter 28:01], and its subsequent amendment—

- (a) all employers in agricultural industry; and
- (b) all employees in the agricultural industry engaged in any occupation listed in the First Schedule;

in the area of Zimbabwe:

Provided that this agreement shall not apply to—

- (i) special workers; or
- (ii) managerial employees; or
- (iii) independent contractors, except in so far as they may be employers or employees mentioned in paragraph (b) or refer to definitions.

(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 or her 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.

*Period of operation and amendment of agreement*

2. This collective bargaining agreement shall come into operation on the date of its registration in terms of section 80 of the Labour Act [*Chapter 28:01*], and shall remain in force until further notice.

*Interpretation of terms*

3. Any expressions used in this agreement, which are defined in the Labour Act [*Chapter 28:01*], other than those defined in this section, shall have the same meaning as in the Act; further words importing masculine gender include feminine gender, unless inconsistent with the context—

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

“agriculture industry” means the industry in which employers and employees are associated for the commercial

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production of crops, including forestry, livestock, poultry, fish, and their produce, and includes the complementary processing of agricultural products on the property of the employer where such livestock or crops are produced or on the property of any other agricultural employers, also including horticulture, bee keeping-honey, crocodile farming, farm prawn, game farming, lumbering, saw milling and kapenta;

“annual shut down” means a period, not less than twelve working days during which an establishment may suspend operations for vacation leave in terms of section 16;

“continuous service” means a contract of employment that does not specify its duration or date of termination other than a contract for work of seasonal/casual or for the performance of the same specific service shall be deemed to be the contract without limit of time provided that casual workers shall be deemed or have to become an employee on a contract of employment without limit of time on the day that his or her period of engagement with a particular employer exceed a total of six weeks in any four consecutive month;

“contractor” means a person providing his or her own labour force who contracts with an employer to undertake work the rates for which have been negotiated directly between an employer and the contractor registered with a local authority for the area he or she operates in, and an employer shall not be responsible for ensuring that the provisions of this agreement are applied to the contractor’s labour force;

“contract worker” means an employee who is employed on a specific task the rates for which have been directly negotiated with the employer;

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

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

“emergency work” means work which, due to circumstances beyond the control of the employer, must be performed immediately in order to prevent harm to crops, livestock or the employees, or to near-by persons or properties;

“employee” means any person who performs work or services for another person in the Agricultural Industry for remuneration or reward on such terms and conditions as agreed upon by the parties or as provided for in the Act—

- (a) in circumstances where even if the person performing the work or services supplies his or her own tools or work under flexible conditions of service, the hirer provides the substantial investment in or assumes the substantial risk of the undertaking; or
- (b) in any other circumstances that more closely resemble the relationship between an employee and employer than that between an independent contractor and hirer of services;

“employer” means any person whatsoever in the agricultural industry who employs or provides for another person and remunerates or expressly or tacitly undertakes to remunerate him or her, and includes—

- (a) the manager, agent or representative of such person is in charge or control of the work upon which such other person is employed; and
- (b) the judicial manager of such person appointed in terms of the Companies Act [*Chapter 24:03*]; and
- (c) the liquidator or trustee of the insolvent estate of such person, if authorised to carry on the business of such person by—
  - (i) the creditors; or
  - (ii) in the absence of any instructions given by the creditor, the Master of the High Court; and
- (d) the executor of the deceased estate of such person,

if authorised to carry on the business of such person by the Master of the High Court; and

- (e) the curator of such person who is a patient as defined in the Mental Health Act [*Chapter 15:12*] (No. 15 of 1996), if authorised to carry on the business of such person in terms of section 88 of that Act;

“fixed term contract worker” means an employee whose contract of employment is for a stipulated period specifying the date of commencement and date of termination thereof and of which no further notice to terminate the contract on due date shall be required from either part;

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

“industry” means the agricultural industry as defined above;

“industrial holiday” means any day declared as a public holiday in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*];

“medical practitioner” means any person who is registered in terms of the Health Profession Act [*Chapter 29:19*] and Zimbabwe Traditional Medical Practitioner Act [*Chapter 27:14*];

“managerial employees means an employee who by virtue of his or her contract of employment or of his or her seniority in an organisation, may be required or permitted to hire, transfer, promote, suspend, lay off, dismiss, reward, discipline or adjudge the grievances of other employees;

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

“month” means a calendar month;

“overtime” means any time worked outside the ordinary hours of work as required in terms of section 7;

“permanent worker” means an employee, other than a seasonal worker or contract worker, who is employed on a monthly or weekly basis, having first satisfactorily completed a month probation period on a daily notice basis;

“Registrar” means the Registrar of Labour as defined in the Act;

“seasonal worker” means an employee who is employed for a period not exceeding six months in any period of twelve months;

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

“special worker” means an employee who, because of physical or mental disability, such as old age, chronic sickness or infirmity, is capable of doing only part of the work required of an able-bodied employee;

“task-work” means an amount of work which an employer can expect to be completed by an average employee during the day;

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

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

“working day” means any day other than a day off or an industrial holiday as stipulated in section 17(1);

“groom (class 1)” means any employee who cleans stables, assists in feeding of horses and walks horses after training;

“groom (class 2)” means an employee who feeds, harnesses and grooms horses, and supervises grooms (class 1);

“groom (class 3)” means an employee who harnesses, grooms and trains horses, under supervision, and supervises grooms (class 1 and 2).

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“head groom (class 4)” means an employee who grooms and drives horses, repairs harnesses, supervises grooms (class 1, 2 and 3), and who is also a horse farrier.

### *Administration of agreement*

4. (1) The Council shall be responsible for the administration of this agreement.

(2) The Council may delegate any of its duties or powers under this agreement to any persons as it deems fit.

(3) The Council may at any time vary or revoke any decision made in terms of this agreement by itself or the executive committee or committees appointed by the Council.

(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 provisions thereof are being complied with.

### *Grading and wages*

5. (1) An employer shall place each employee in a grade appropriate to his or her occupation, and shall pay to such employee a current minimum wage agreed upon for the occupation of the employee, and no employee shall accept less than that amount.

(2) An employee who, at the date of commencement of current wage agreement, is in receipt of a higher wage for his or her particular occupation than the rate prescribed in the section, shall not, by reason of this agreement, suffer any reduction in his or her wage.

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

(4) Subject to the provisions of subsection (5), an employee who is required to perform relief work in a higher grade than that in which he or she is normally employed shall be paid the wage applicable



to such higher grade immediately he or she commences working in that higher grade for as long as he or she is required to work in that grade.

(5) An employee may be placed in a higher grade for a probationary period of not more than one month:

Provided that—

- (i) the employee shall be paid the higher wage applicable to the grade in which he or she is placed from the first day after commencement of work in such grade;
- (ii) the employer shall not require the employee to be on probation in the same operation more than once in any one year;
- (iii) after one month of probation, the employee shall return to his or her normal work or be promoted to the higher grade.

(6) On promotion to a higher wage, an employee shall be paid—

- (a) not less than the wage he or she last received prior to his or her promotion;
- (b) not less than the minimum wage prescribed for such grade;

whichever is the greater.

(7) No employer shall reduce the wage of an employee for any time not worked if the employee was able and willing to work and was present at his or her place of work but the employer was unable or unwilling to furnish him or her with work:

Provided that this subsection shall not apply to any time not worked during a period of short-time working.

(8) An employee who is paid for time not worked because of conditions beyond the control of the employer, including climatic conditions and power failure to make up such time not worked outside of normal working hours without any entitlements to further payment:

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Provided that no employee will be required to work more than eleven hours in a day as a result of being required to make up any work.

(9) Where an operation performed by an employee is not specified in the First Schedule—

- (a) the employer shall provisionally place the employee in a grade; and
- (b) the employer or employee shall notify the CEO of the National Employment Council; and
- (c) the CEO, after consultation with the Chairman of the National Employment Council, shall determine an interim classification of operation, which shall be subject to ratification by the National Employment Council at its next meeting:

Provided that, if the interim classification by the Secretary or the final classification by the National Employment Council places the employee in a grade—

- (i) higher than the employee's current grade, he or she shall be paid not less than the minimum wage prescribed for such higher grade, with effect from the date upon which he or she commenced performing the operation concerned; or
- (ii) lower than the employee's current grade, it shall be lawful to reduce his or her wage to not less than the minimum wage prescribed for such lower grade, with effect from the date upon which such classification is determined, unless the employee refuses to accept the lower wage, in which event—
  - A. he or she may be given relevant notice of termination of employment; and
  - B. during the period of such notice, he or she shall be paid the wage he or she was receiving prior to such determination.

*Allowances*

6. Allowances shall be paid in accordance with the current agreement.

*Hours of work*

7. (1) The ordinary hours of work for herdsmen, watchmen, boilermen, firetower attendants, pump attendants, guards and caretakers shall not exceed two hundred and eighty hours per month.

(2) The ordinary hours of work for all other employees shall not exceed two hundred and eight hours per month.

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

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

(4) Every employee shall receive at least one day off in each week.

(5) An employee shall not be required to work on his or her day off, except in cases of emergency work and when the conditions and failures referred to in section 5(8) of this agreement apply, but no employees shall be required to work on his or her days off in successive weeks.

(6) The ordinary hours of work for a task-worker shall not exceed the hours as laid down in sections 7(1) and (2).

*Short-time working*

8. (1) No employer shall place all or some of his or her employees on short-time working without the prior written approval of the National Employment Council, who may approve that the employees be placed on short-time working for a period, to be determined by them, if they are satisfied that—

- (a) it is economically necessary for the establishment to work short-time; and

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- (b) the establishment will be able to resume normal working hours within the foreseeable future; and
- (c) it would not be in the interests of the employees to be discharged.

(2) An employer shall give one month's notice to each employee concerned of the requirement to work short-time, except in extreme circumstances when he or she can apply to the National Employment Council to commence short-time working within a shorter working period.

(3) Notwithstanding the provisions of section 19, the employee may, at any time during the month's notice referred to in subsection (2), give his or her employer notice of termination of his or her contract of employment as from the time when short-time working is to start.

(4) During a period of short-time working an employee shall be paid for not less than the hours worked by him or her:

Provided that no employee shall receive less than sixty *per centum* of his or her current weekly wage.

(5) Written approval issued in terms of subsection (1) shall state—

- (a) the name and address of the employer; and
- (b) the grade or group of employees affected;

and the employer shall return such approval to the Secretary of the National Employment Council upon resumption of normal hours of work.

### *Conversion of rates*

9. For the purpose of converting a monthly wage to—

- (a) the weekly equivalent, the monthly wage shall be divided by four and one-third; or
- (b) the daily equivalent, the monthly wage shall be divided by twenty-six; or
- (c) the hourly equivalent, the monthly wage shall be divided by the ordinary hours normally worked in a month.

### *Payment for overtime*

10. (1) An employer shall pay for overtime worked on a day off at double the employee's current wage.

(2) In addition to the payment prescribed in section 17(2), the employer shall pay for every hour or part of an hour of work, for the day of the week on which the industrial holiday—

- (a) during the ordinary hours of work, for the day of the week on which the public holiday falls, at two and a half times the current hourly wage of the employee;
- (b) outside the ordinary hours of work for the day of the week on which the industrial holiday falls, at two and a half times the current hourly wage of the employee.

(3) An employer shall pay for overtime at one and a half times the employee's current wage for the time worked in excess of the ordinary monthly hours of work prescribed in section 7.

(4) Time off in lieu of payment of overtime can be arranged by mutual consent between the employer and employee prior to the industrial holiday or the employee's normal day off.

#### *Deductions*

11. (1) No deduction or set-off of any description shall be made or allowed from any remuneration, other than a bonus, due to an employee, except—

- (a) where an employee is absent from work on days other than industrial holidays, sick-leave, or vacation leave, a *pro rata* amount of his or her wage only for the period of such absence; or
- (b) amounts which an employer is compelled by law or legal process to pay on behalf of an employee; or
- (c) where an employee has received an advance of wages due, the amount of such advance; or
- (d) by written stop-order, for contributions to insurance policies, pension funds, medical aid societies and registered trade unions; or
- (e) by written consent of an employee, for repayment of money lent, including interest thereon, if any, by the employer on terms that have been mutual agreed to between the parties concerned;

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- (f) by mutual consent, in writing, in respect of any service provided by an employer to an employee; or
- (g) deductions in terms of section 22.

(2) Upon termination of an employee's service, an employer may deduct from the total remuneration due to the employee an amount equal to any balance which may be due to the employer in terms of this section.

### *Payment of wages*

12. (1) Every employer shall pay wages, in cash, to each employee, weekly or monthly as the case may be, within—

- (a) two days of the end of the week in the case of weekly paid employees;
- (b) four days of the end of the month in the case of monthly paid employees:

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

(2) When the service of an employee is terminated, payment of all remuneration due shall be made within seventy-two hours of the termination of service.

(3) An employee shall provide his or her employer with written details regarding the make-up of his or her pay.

### *Task-work and work on a ticket system*

13. (1) It shall be permissible to give out work to all employees on a task-work basis.

(2) An employee employed on a task-work basis may, with the consent of his or her employer, complete work over and above his or her basic task, for which he or she shall receive an incentive bonus.

(3) No employer shall give out, and no employee shall perform, work on a ticket system.

*Incentive schemes*

14. Notwithstanding the provisions of section 13, an employer may operate an incentive scheme whereby the remuneration of the employer may operate an incentive scheme whereby the remuneration of the employee in excess of the minimum wage may be determined by the quantity and quality of output or measurement of work performed in excess of his or her basic task.

*Special provisions: seasonal workers*

15. (1) An employer may employ a seasonal worker on a daily notice basis within the first seven days, but on a weekly notice basis thereafter.

(2) If a seasonal worker is employed for more than six consecutive months in any period of twelve month, he or she shall be regarded as a permanent worker from the time when the six months are exceeded.

(3) An employer shall pay a seasonal worker not less than a minimum wage agreed for the occupation in which he or she is employed.

*Vacation leave*

16. (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 or her 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 or her, he or she may be granted the remaining portion at a later date, together with any further vacation leave which may have accrued to him or her at that date, without forfeiting any such accrued leave.

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(3) All Saturdays, Sundays and public holidays falling within a period of vacation leave shall 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 or her vacation leave and apply for sick leave.

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

### *Special leave*

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

- (a) who is required to be absent from duty on the 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, child or legal dependant;
- (f) on any justifiable compassionate ground;

### *Maternity leave*

18. (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 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.



(3) A female employee shall be entitled to be granted a maximum of three periods of maternity leave with respect to her total service to any one employer which she shall be paid her full salary:

Provided that paid maternity leave shall be granted only once during any one period of twenty-four months calculated from the day any previous maternity leave was granted.

Provided that if, during such leave, she completes one year's service, she shall be paid her full salary for so much of such leave as is taken during her second year of service, and the period for which she is so paid shall count as one of the periods of paid maternity leave referred to in subsection (3).

(4) Any maternity leave requested in excess of the limits prescribed in this section, may be granted as unpaid maternity leave.

(5) 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.

(6) 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 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.

(7) 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.

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

(9) Notwithstanding subsections (7) and (8), the grant of breaks during normal working time to a female employee for the purpose of nursing her

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child shall be made in accordance with all 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 subsection (7).

(10) A female employee shall be entitled to the benefits under subsection (7) for the period during which she actually nurses her child or six months, whichever is the lesser.

### *Public holidays*

19. (1) Independence Day, Easter Friday, Workers Day, Africa Day, Heroes Day, Defence Forces Day, Christmas Day, Boxing Day and New Year's Day shall be industrial holidays.

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

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

### *Benefits during sickness*

20. (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 or her duties because he or she is ill or injured or undergoes medical treatment which was not occasioned by his or her 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 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 of full pay; or
- (b) subject to subsection (3), one hundred and eighty days sick leave on full pay 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.

*Contract of employment*

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

- (a) his or her grade; and
- (b) his or her wage and when it will be paid; and
- (c) provisions for accommodation; and
- (d) the period of notice required to terminate the contract of employment; and
- (e) hours of work; and
- (f) details of any bonus or incentive production scheme in operation; and
- (g) provision for benefits during sickness; and
- (h) provision for vacation leave; and
- (i) industrial holidays; and
- (j) code of conduct.

(2) Every contract of employment shall provide that an equal period of notice to terminate such contract shall be given by either party, which period shall be not less than the interval of time separating one due date of payment from the next:

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Provided that—

- (i) where month's notice has been agreed to, it shall be taken to run from the first day of the month following the date on which such notice is given;
- (ii) it shall not be necessary for an employee to give notice where he or she is unable to do so because of some personal emergency or compelling necessity whose authenticity has been approved in the presence of Workers' Committee.

(3) Any contract of employment which is for a stipulated period shall specify the date of commencement and date of termination thereof, and no further notice to termination the contract on due date shall be required from either party.

(4) —

- (a) an employee who is summarily dismissed in terms of the code of conduct shall vacate the property of his or her employer immediately on payment of monies due to him or her from the employer to the employee within seventy-two hours of dismissal;
- (b) an employee who is given notice of termination of his or her employment contract in terms of the code of conduct shall vacate the property of his or her employer immediately on the expiry of that notice period and on payment of all monies due to him or her from his or her employer;
- (c) an employee who is paid in lieu of notice by his or her employer shall have a maximum of thirty days to vacate the property of his or her employer.

*Continuous service*

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

(2) If, upon the change of ownership of an establishment, an employee enters the service of a new owner, or continues his or her employment in the establishment, his or her service with the previous

owner shall reckoned as service with the new owner, and shall be deemed not to have broken by such change of ownership:

Provided that, if an employee is paid by the previous owner a gratuity in terms of section 25 in respect of his or her service with that owner, the gratuity payable by the new owner on the death, resignation, retirement or discharge of such employee may be reduced by the amount of gratuity paid by the previous owner.

*Record of service*

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

(2) The record of service supplied shall specify the period of service served and the occupation of the employee.

24. Health and Safety issues; refer to an Agriculture Industry statutory instrument.

*Gratuity on termination of employment*

25. (1) All gratuities shall be calculated from—

- (a) the 1st January, 1978; or
- (b) the date which the employee's continuous service commenced;

whichever is the later.

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

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

## Collective Bargaining Agreement: Agricultural Industry

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(4) Notwithstanding the provisions of subsections (2) and (3), no gratuity shall be payable to employees who have been provided both with a Pension e.g. Old Mutual or NSSA (registered as a fund in terms of the Pension and Provident Funds Act [*Chapter 24:09*] (No. 20 of 1976) which provides benefits which are not less favourable than those prescribed in this section). However if the employer had not made provision for both Pension and NSSA the employee shall be paid gratuity.

(5) An employee who reaches the age of sixty years will be required to retire. Upon retirement, an employee shall be paid all wages, leave pay and gratuities due to him or her in terms of subsection (2). An employer may offer further employment but only as a special or contract worker.

(6) No employee shall be required to retire from employment for medical reasons unless a medical practitioner has diagnosed an illness or infirmity which prevents the employee from performing his or her normal work and from which the employee is not expected to recover.

### *Availability of agreement*

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

(2) No person shall without lawful cause, alter, deface or remove, or cause to be altered, defaced or removed, a copy of the agreement, save on the instruction of the employer when carrying out his or her responsibilities under subsection (1) refer to Criminal Law Act.

### *Code of conduct*

27. (1) The Code of Conduct as registered in terms of section 101 of Labour Act [*Chapter 28:01*], shall be observed by all employers and employees in the industry:

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

(2) All disciplinary cases and dismissal shall be dealt with in accordance with the Code as set out in the Seventh Schedule, and any circumstances which are not covered by the Code shall be dealt with having due regard for the spirit and intention of the Code.

*Council dues*

28. (1) Council dues shall consist of contributions to the Council as approved by the Minister from time to time, and shall be made by every employer and employee in the industry for such purposes as are provided for in the Council's Constitution.

(2) Every employer shall immediately complete and return the appropriate form as set out in the Fifth and Sixth Schedules together with the appropriate cheque to the Council which form shall be sent to the employer by the Council on an annual basis.

*Exemptions*

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

*Penalties*

30. Attention is drawn to section 82(3) of the Labour Act [Chapter 28:01], which reads—

“(3) Any person who fails to comply with a collective bargaining agreement which is binding upon him or her shall, without derogation from any other remedies that may be available against him or her for its enforcement—

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

**Collective Bargaining Agreement: Agricultural Industry**

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*Declaration*

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

Dated at NEC Agriculture Boardroom this 30th day of November, 2012.

**M. MUNYANYI,**  
Chairman.

**D. N. CHIMBWANDA,**  
Vice-Chairman.

**S. JERA,**  
Chief Executive Officer



FIRST SCHEDULE (*Sections 1, 3, 5, 15*)

GRADING AND WAGES

*Classification of occupations in grades*

**Grade A1**

Ablution/Sanitation worker

Baler

Box maker/Folder

Building maintenance hand (timber)

Canteen/Beer halls hand

Carcass washer

Cleaner

Coal lasher

Cold room attendant

Cold room cleaner

Compound village worker

Crop attendant

Crop guard/watchman

Debarking hand

Drum cleaner

Drying rack attendant

Egg collector

Extraction hand

Factory worker

Farm tidy hand

Fencing attendant

Gardener

General hand

General hand-chain hand

General worker-cane cutter

Herdsmen

Hides man

Hoist operator

## Collective Bargaining Agreement: Agricultural Industry

---

### *Grade A1 (continued)*

Injector

Laundry hand/Scullery hand

Livestock receiver/Collector

Log deck hand

Manure bagger

Meat handler

Mortal collector

Net repairer

Nursery hand

Nursery hand (timber)

Offal cleaner

Ostrich feed attendant

Packer (without grading)

Plantation hand

Ratio order assembler

Resin hand

Sawmilling hand

Scraper

Silk cocoons reeler

Silk worm rearer

Slime dam cleaner

Strapper

Suckering hand

Teamman

Thinning hand

Timber bundling hand

Timber handling hand

Timber loading hand

Timber sorting hand

Vineyard attendant

Waste peel attendant

Watchman

*Grade A1 (continued)*

Wattle extraction hand (timber)

Winery attendant

Workshops hand (timber)

**Grade A2**

Artisan assistant

Assistant to beekeeper

Augerman delivery hand

Bag sealer

Groom 1

Basket carrier

Birds washer

Breeder

Boiler house worker

Bricklayers assistant

Brisket cutter

Budder

Calf attendant

Carcass cutter/offal drawer

Chainsaw mechanic assistant

Charcoal attendant

Check recorder

Chicken cutter

Chicken handler

Chicken hanger

Chicken trimmer

Chicken/chick grader

Child minder or disabled/aged minder (with or without domestic duties)

Choker

Coffee grader

Coldroom room attendant/fridge attendant

Commis/learner cook

## Collective Bargaining Agreement: Agricultural Industry

---

### *Grade A2 (continued)*

Commis/learner waiter

Compost worker

Conveyer attendant

Cooker operator assistant

Counter

Crocodile meat packer/handler

Crop remover

Cutter/packer

Defoliating hand

Disinfector

Dispatch assistant

Dispatcher egg handler

Domestic cook

Dough maker

Dubber

Egg picker/collector

Egg receiver

Eviscerator

Factory worker

Feathermeal bagger

Feather pinner

Feathermeal cooker/loader

Fish receiver

Food handler

Gate attendant

Giblets stuffer

Grader

Grader/Picker

Groom 1

Guard

Hatchery worker

Heat sealer operator

*Grade A2 (continued)*

Herbicide sprayer

Hogger minder (timber)

Housekeeper

Iceman

Irrigation hand (sprinklers)

Kiln assistant

Laboratory assistant (timber)

Leg and wing folder

Loader/Header/Feeds/Worker/Bag carrier

Lorry/Van assistant

Maintenance hand

Meat cutter

Meat packer

Messenger

Milker

Mushroom cutter

Mushroom picker

Offal collector

Office orderly

Petfood handler

Plucker

Plumber assistant

Portion dresser

Premixer's attendant

Premixer's assistant

Pump attendant

Ranger

Receiver

Sausage maker

Sawshop assistant

Scale assistant

Skinner flayer

## Collective Bargaining Agreement: Agricultural Industry

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### *Grade A2 (continued)*

Spinchiller attendant  
Sprayer  
Squeezing hand  
Staff cook  
Stock attendant  
Stunner  
Table handler  
Toe cutter  
Trailer/Tailend assistant  
Vaccinator/debeaker  
Water pockets checker

### **Grade A3**

Assistant saw-machine operator (timber)  
Board edger  
Chipper canter  
Framesaw  
Bedroom hand  
Bicycle repairer  
Boiler assistant/attendant (timber)  
Brushcutter operator  
Canning plant attendant  
Canteen attendant  
Chainsaw operator crosscutting  
Checkgrade/Quality checker  
Chemical mixer  
Chipper panel operator  
Clerk 1  
Compound police  
Concrete mix operator  
Cook  
Crocodile hides scraper

*Grade A3 (continued)*

Crocodile pen attendant  
Crocodile breeder attendant  
De-stacker operator  
Dispatch assistant (timber)  
Drier attendants/Stoker  
Filleting machine operator  
Fingerjoint press operator  
Finisher operator  
Fish handler/Sexer  
Fish reaper/Harvester  
Forest guard  
Fryman/Trout attendant  
Game scout  
Glue applicator  
Glue room attendant  
Groom 2  
Hammerhill operator/soya cooker attendant  
Hot box attendant  
Houseman  
Irrigation hand (centre picot an drip)  
Labeller  
Log infeed controller  
Log market/Timber measure Board edger  
Machine minder  
Machine minder (pony sizer)  
Machine operator  
Mincer operator  
Mixing tank attendant  
Mushroom quality checker  
Net maker  
Office orderly/Photocopying/Duplicating (timber)  
Order assembler

## Collective Bargaining Agreement: Agricultural Industry

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### *Grade A3 (continued)*

Ostrich breeder attendant  
Ostrich chick attendant/Ostrich handler/Ostrich chick minder  
Pasteuriser attendant  
Pelleting/Press operator  
Pinboner/Deboner  
Plantation marker  
Profile operator  
Pulp wash attendant/Switchboard operator  
Pulpman/Egg pulper  
Quality checker/Leaf checker/Green leaf checker  
Scale/weigher operator  
School janitor  
Scrapping machine operator  
Security guard (timber)  
Seed cleaner  
Silk spinner  
Slicer  
Stockfeed mincing machine operator  
Stockfeed mixer  
Storeman assistant  
Stores issues clerk (timber)  
Tally checker  
Tally clerk (timber)  
Trimming Tablet operator  
Tyre fitter  
Village health worker (timber)  
Waiter/Cook  
Water quality checker assistant  
Weighbridge clerk  
Wetmill tally clerk (timber)  
Workshop assistant and fuel issue clerk (timber)



**Grade B1**

Baker (timber)  
Bandsaw operator  
Beekeeper  
Blockman  
Boiler attendant  
Butter maker  
Cane supervisor 1  
Cardex clerk (timber)  
Chainsaw operator, felling  
Chainsaw serviceman/Assistant chainsaw mechanic  
Check weigher  
Cheese maker  
Clerk 2  
Clerk/Typist (timber)  
Coffee scout  
Counter hand  
Crane/Gantry operator  
Creche attendant  
Crop scout  
Curer  
Curio shop attendant  
Dispatch clerk (timber)  
Drilling machine operator  
Drystore clerk  
Extract autoclave operator  
Extract multi operator  
Farm health worker  
Fire tower attendant  
First aid/Nurse aid (timber)  
Fish processor/Smoker  
Fisherman  
Fork-end loader driver

## Collective Bargaining Agreement: Agricultural Industry

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### *Grade B1 (continued)*

Front-lift/Slide loader driver

Front-end loader/Drag line operator

Groom 3/Worker rider

Guest house cook

Handyman

Hatching machine operator

Kiln operator

Lance corporal

Light vehicle driver (timber)

Log carriage operator

Maintenance operator 1:

untested or unclassified but with in-house skills:

auto electric; black-smithing; boiler maker; carpentry; building; bricklaying  
joinery; electrical; factory fitting and turning; floor laying; glazing;  
lift mechanical; machine; mastic asphaltting; mechanical; mechanical  
(instrumentation); painting/decorating; plastering; plumbing/drain laying;  
scale fitting; shop fitting, spray painting/panel beating; stone masonry;  
terrazzo and mechanic walling and floor tiling; tin smith/sheet metalworker;  
welding/plating; wood machining;

Maintenance clerk

Planned maintenance clerk (timber)

Planning assistant

Plantation chargehand (timber):

agriculture

communications

fire protection

nursery

resin

silviculture

thinning

veneer harvesting

Pole grader

Receptionist/Telephonist

Sawmill chargehands:

*Grade B1 (continued)*

depot  
loading  
log deck handling  
stackyard  
trimming table  
warehouse

Saw machine operator:

bandsaw  
boardsaw  
board edger  
circularsaw  
crosscut saw  
debarker  
figure jointer  
hogger  
re-saw/ripsaw

Traverse machine

Trimming machine

Senior chokeman

Senior Lab assistant (timber)

Sign writer

Skyline/High lead operator/Chokeman

Stores clerk cardex/Ordinary (timber)

Tailor/Seamstress

Tele logger operator

Telephone operator

Timber grader

Timber quality checker

Time keeper

Towed grader operator

Tractor driver (trailer work)

Trading storekeeper

## Collective Bargaining Agreement: Agricultural Industry

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### *Grade B1 (continued)*

TRU grader operator (timber)

Tyre serviceman (timber)

Water quality checker

Wetmill clerk (timber)

### **Grade B2**

Boat driver/Transporter

Cane supervisor 2

Chargerhand/Junior foreman/Leading hand

Chief skinner

Chipper canter operator

Clerk 3

Corporal

Corporal (scouting and tracking)

Crocodile incubator attendant

Debarking charge hand

Driver (light vehicle)

Drying rack head/Factory chargehand

Framesaw operator

Gang/Team leader

Head fisherman

Head groom

Head guard/Corporal

Heavy vehicle/Heavy duty truck driver (timber)

Kiosk attendance/Retail

Lab assistant

Leading hand/Chargehand

Junior foreman

Maintenance operative 2 or all trades tested (class 4)

Master blender

Moulder operator

Ostrich incubator attendant

*Grade B2 (continued)*

Production clerk (timber)  
Production clerk harvesting and veneer (timber)  
Rendering cooker operator  
Section leader  
Serviceman  
Shop attendant  
Taxidermy Skinner/Trophy handler  
Tractor Driver (pulls farm implements)  
Transport Clerk (timber)  
Typist/receptionist  
Welfare attendant

**Grade B3**

Assistant lab technician  
Builder/Bricklayer  
Bulldozer operator (timber)  
Cane supervisor 3  
Class 4 semi-skilled worker/Handyman (timber)  
Boiler  
Electrician  
Fitter  
Mechanic  
Painter  
Plumber/Saw doctor  
Welder  
Clerk 4  
Computer data capture (timber)  
Fuel attendant  
Green chain chargehand  
Handyman communication  
Hygiene controller  
Maintenance handyman (timber)

## Collective Bargaining Agreement: Agricultural Industry

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### *Grade B3 (continued)*

Maintenance operator 3 or all trades tested (class 3)

Mechanical stress grading machine operator

Motorised grader operator

Nurse aid

Production chargehand

Security corporal/Chargehand (timber)

Senior Clerk (timber)

Senior Lab assistant skidder operator

Skidder operator

Storeman

Welfare assistant

Women advisor

### **Grade B4**

Boarding master

Boarding matron

Bulldozer driver/Operator

Butchery foreman

Cane supervisor 5

Cashier (timber)

Chainsaw mechanic

Chief clerk (timber):

Plumber

Saw doctor

Turner

Welder

Coffee pulper supervisor

Estate secretary (timber)

Factory supervisor

Field Supervisor

Lake supervisor

Meat inspector

Quality controller

*Grade B3 (continued)*

Section head

Senior sergeant

Silk weaver

Supervisor

Senior foreman

**Grade C1**

Building supervisor

Lab supervisor

Security supervisor

Sergeant major

Transport supervisor

**Grade C2**

Estate head clerk

Maintenance operative 5 or all trades tested (class 1)

Senior maintenance operative

SECOND SCHEDULE (*Section 6*)

ALLOWANCES

AGRICULTURAL EMPLOYEES: MINIMUM MONTHLY

In addition to the basic wage earnings provided for in the First Schedule (*Section 4*), allowances shall be paid as follows:-

**Type of allowances**

Accommodation

Transport

Light

Fuel

**Other allowances**

Travel, subsistence and overtime

Paid time to construct own accommodation

Risk/Danger

Rotational shift work

Production

## Collective Bargaining Agreement: Agricultural Industry

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### Professional allowances

Bicycle

Dog handling

Fire arm

PLEASE NOTE: These allowances change in value as and when the negotiation decides to do so.

### THIRD SCHEDULE (Section 25)

#### GRATUITIES

<i>Length of service</i> Years	<i>Percentage of monthly wage on termination of employment</i>
5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30



<i>Length of service</i>	<i>Percentage of monthly wage on termination of employment</i>
Years	
26	31
27	32
28	33
29	34
30	35
31	36
32	37

FOURTH SCHEDULE

**NATIONAL EMPLOYMENT COUNCIL  
FOR THE AGRICULTURAL INDUSTRY**

**DECLARATION OF DUES FOR THE MONTH**

Jan <input type="checkbox"/>	Feb <input type="checkbox"/>	Mar <input type="checkbox"/>	Apr <input type="checkbox"/>	May <input type="checkbox"/>
June <input type="checkbox"/>	July <input type="checkbox"/>	Aug <input type="checkbox"/>	Sept <input type="checkbox"/>	Oct <input type="checkbox"/>
Nov <input type="checkbox"/>	Dec <input type="checkbox"/>	Year <input type="text" value="20....."/>		

Completed returns together with remittance must be sent to:

**The Chief Executive Officer**

**Physical Address**

6, Cottenham Avenue  
Greencroft  
Harare  
E-mail: [administration@necagriculture.co.zw](mailto:administration@necagriculture.co.zw)  
[finance@necagriculture.co.zw](mailto:finance@necagriculture.co.zw)  
Telefax: 303669/334472-3

**Postal Address**

or National Employment Council for the  
Agricultural Industry,  
P.O Box WGT 312,  
Westgate,  
Harare.

This form must be returned by the 3rd of each month

Name of Estate/Farm	:	_____
Business Address	:	_____
Telephone Number	:	_____
Email Address	:	_____

## Collective Bargaining Agreement: Agricultural Industry

Tick (✓) Your Sector:-Agro  General Agriculture

Horticulture  Kapenta  Timber

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

EMPLOYEES	CITIZEN	EXPATRIATES	TOTAL NUMBER OF EMPLOYEES		AMOUNT
GENDER	MALE	FEMALE	MALE	FEMALE	
Employees' contribution (No. of employees x USD1,00)					
Employer's contribution (No. of employees x USD1,00)					
Total Arrears (February 2009– June 2012 )					
Total contribution (including arrears) to the council					

Signed .....Capacity .....Date .....

*(E.g. Owner, Manager, Secretary)*

**NB**

1. This return form should be completed in **DUPLICATE** with other copy to be retained by the employer.
2. You are required to declare **PERMANENT, SEASONAL/CASUAL and FIXED TERM CONTRACT EMPLOYEES** that are currently employed by you as defined in the Collective Bargaining Agreement, Statutory Instrument 116 of 2014 and its amendments.
3. Council Dues are now **USD 2,00**, every month as per Statutory Instrument 101 of 2010. Please note that half of the amount of each month will be paid by the employer and the other half by the employee. Defaulters will be prosecuted.
4. Transfers and direct deposits should be made payable to **NEC AGRICULTURE**. Bank details: USD Account Number: 0222098557001 Stanbic Bank Westgate Branch, Harare.

5. If arrears are being paid, please complete the box above and interest shall be calculated at 10% P.A.
6. Full payment of the dues is done by the employer but the employer can recover the employee's amount in the manner he deems appropriate.
7. Photocopies for proof of payment must be posted together with the declaration form to NEC Agriculture for reconciliation purposes of your account.
8. Other transfer details: Swift Code – SBICZWHX, Sort Code 3110.

FIFTH SCHEDULE *Section (28)*

FORM 1

**TRADE UNION DUES/STOP ORDER FORM**

I, ..... , authorize the employer to deduct \$ ..... as joining fee thereafter 2% of my monthly salary as Trade Unions dues.

OCCUPATION: .....

SEX: .....

WORKER'S NO: .....

DATE EMPLOYED: .....

REGION: .....

COMPANY ADDRESS: .....

.....

In terms of the Labour Act [*Chapter 28:01*] section 54, the company is required to deduct and remit union dues at the end of every month to GAPWUZ.

This Stop Order Form shall remain in force until my union informs my employer of the cancellation thereof on an official form.

Signature: ..... (of member)

Trade Union Officer: .....

Date: .....

Collective Bargaining Agreement: Agricultural Industry

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FORM 2

TRADE UNION DUES/STOP ORDER FORM

Kapenta Workers Union of Zimbabwe,  
P. O. Box 77 Gawa,  
Kariba.

Name and Address of Employer:

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

Region .....

I, ....., authorise my employer to deduct  
S..... as joining fee, thereafter .....% of my gross  
monthly salary/wages as trade union dues.

Occupation: .....

Grade: .....

Works No: .....

I.D. No: .....

In terms of section 54 of the Labour Act [*Chapter 28:01*], as read with section  
29 of this agreement the employer is required to deduct and remit union dues not  
later than the 15th day of the month following that to which deductions relate to  
the General Secretary of the Kapenta Workers Union of Zimbabwe (KWUZ).

Signature of member: .....

Signature of witness: .....

Signature of trade union officer: .....

Date: .....

This copy will be kept by the employer.

*\*NB—The witness must be an employee of the farm that the member is  
employed on.*

TRADE UNION DUES /STOP ORDER FORM

H.GAPWUZ

HORTICULTURE, GENERAL AGRICULTURE AND  
PLANTATION WORKERS UNION OF ZIMBABWE

AFFILIATED TO: ZIMBABWE FEDERATION OF TRADE UNIONS

Registered under the Labour Relations Act

Room 4, Alfa House,  
5, Kwame Nkrumah Avenue,  
Harare.  
Te: 756494, Fax: 756493

P.O. Box 3360,  
Harare.  
Cell: 0712 751 180  
0772 715 431

STOP ORDER FORM

Name of Officer: .....

We the undersigned employees of .....

Authorise our employer to deduct from our/my wages on salary the appropriate amounts set out below—

- (a) on the last day of the month in which Stop Order Form is presented to the Employer the sum of \$1.00 being entrance fee;
- (b) thereafter, on the last day of each succeeding month deduct 2% (two percent) and remit the same to the Union.
- (c) I/We acknowledge that my/our membership of the Union shall date from month in which Stop Order is presented to my/our employer and shall remain in force until my/our Union informs the employer of cancellation thereof an official form.

FULL NAME	WORKS NO.	AMOUNT TO BE DEDUCTED		SIGNATURE

# Collective Bargaining Agreement: Agricultural Industry

FULL NAME	WORKS NO.	AMOUNT TO BE DEDUCTED		SIGNATURE

SIXTH SCHEDULE (Section 28)

FORM 1

### TRADE UNION DUES/REMITTANCE FORM

**GENERAL AGRICULTURE AND PLANTATION WORKERS UNION OF ZIMBABWE (GAPWUZ),**

P. O. BOX 1952,  
Harare.

TEL: 734141/2

Date: ..... Region: .....

Name of company: .....

Dear Sir/madam

Enclosed please find cash/cheque of.....being subscriptions due to GAPWUZ deducted from wages of the following members for the month of.....20.....

NAME	WORKS NO:	AMOUNT

FORM 2

TRADE UNION DUES/REMITTANCE FORM

KAPENTA WORKERS UNION OF ZIMBABWE (KWUZ),  
P. O. BOX 1952,  
Harare.

Cell: .....

Date .....

Region .....

Name of company .....

Dear Sir/madam

Enclosed please find cash/cheque of.....being subscriptions due to KWUZ deducted from wages of the following members for the month of ..... 20.....

# Collective Bargaining Agreement: Agricultural Industry

NAME	WORKS NO:	AMOUNT

SEVENTH SCHEDULE (*Section 27*)

**COLLECTIVE BARGAINING AGREEMENT:  
AGRICULTURAL INDUSTRY: CODE OF CONDUCT AND  
GRIEVANCE PROCEDURES**

This Code shall apply to all employer members of the industry and to all employees as covered by the Collective Bargaining Agreement, regards of race, tribe, place of origin, political opinion, colour, creed, sex or age or any like consideration.

The farm village is very much part of the overall premises and offences such as disorderly behaviour, etc., are just as serious when committed in the village. Indeed, interfering with the families, houses and possessions of other workers should justify instant dismissal. This Code however, is not intended to cover situations arising out of minor domestic and personal issues and shall only be applicable to the employees in the enterprise, farm or estate.



## INTRODUCTION

- (1) For an agricultural enterprise, estate or farm to operate efficiently it is essential that discipline is exercised at the work-place, and in the farm village. To achieve this, a set of rules (Code of Conduct) shall be introduced and everyone shall be made aware of the penalties, for breaching any of these rules.
- (2) It is important that the Code be fair and applied in a manner which shall guarantee all concerned, consistent treatment.
- (3) To ensure fair application of the Code, an employee shall, before any written warnings are given, have the right to defend him/her, and in doing so, in the first instance, be assisted by a worker's committee representative, and failing agreement, any other third party.
- (4) There are varying levels of severity of breaches of conduct and offences. These are defined and categorised hereunder, together with the disciplinary action to be taken on each occasion at each level.

### SCHEDULE

#### CATEGORY OF OFFENCES

##### "A"

#### VERBAL WARNING

(in front of witness)

- (i) Poor timekeeping.
- (ii) Absence from work without lawful excuse (see note 1).
- (iii) Minor loss, damage or misuse of employer's property through negligence.

##### "B"

#### SEVERE WARNING

(must be in writing)

- (i) Absence from work exceeding two days.
- (ii) Disorderly behaviour, subject to a certain leeway being given where breaches occur in the farm village in connection with domestic issues.
- (iii) Neglecting to obey a lawful order. (See note 1)
- (iv) Unsatisfactory work (documented).
- (v) Unsatisfactory productivity (documented).

(Two verbal warnings in terms of category "A" offences warrant a severe written warning or a category "B" warning).

## Collective Bargaining Agreement: Agricultural Industry

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### “C”

#### FINAL WARNING

(must be in writing)

- (i) Sleeping on duty where circumstances do not warrant discharge.
- (ii) Threatening violence or assault.
- (iii) Discharging or neglecting to implement safety instructions.
- (iv) Drunkenness which interferes with the proper performance of duty of the person concerned or anyone else in circumstance which do not warrant discharge; or has already received two severe warnings in terms of “B” within the past twelve months.

### “D”

#### DISMISSAL

(must be in writing)

#### SUMMARY

A—

- (i) Committing acts of violence.
- (ii) Assaults.
- (iii) Threatening riotous behaviour.
- (iv) Theft and/or fraud.
- (v) Misconduct, whether in the course of his duties or not, inconsistent with fulfilment of the express or implied conditions of his contract.
- (vi) Wilful or deliberate disobedience to a lawful order.
- (vii) Drunkenness which may result in injury to himself or others or in damage to employer’s property.
- (viii) Serious loss, damage or misuse of employer’s property through negligence.
- (ix) Serious cases of wilful loss, damage or misuse of property; or has already received final warning in terms of “C” within the past twelve months.

B—

#### REQUIRING NOTICE

- (i) Sleeping on duty which may result in injury to himself or others or in serious damage to employer’s property.
- (ii) Lack of skill which the employer expressly or by implication holds himself to possess.

- (iii) Habitual or substantial neglect of duties.
- (iv) Persistent absence from work of five working days or more without the employer's permission or without reasonable excuse.

#### DURATION OF WARNINGS

- Verbal Warning: Expires After Six Months.
- Severe Warning: Expires After Twelve Months.
- Final Warning: Expires After Twelve Months.

#### CODE OF CONDUCT

- (1) This Code, when registered in terms of section 101 of the Labour Act [*Chapter 28:01*], will be formalised as a collective bargaining agreement between the appropriate registered and certified trade union(s) and employers' organisation(s).
- (2) Every agriculture enterprise, estate or farm will be responsible to ensure that employees are aware of the rules of conduct to be observed at the work place and in the farm village, and the categorisation of breaches of these rules according to their seriousness.
- (3) No proceedings in terms of this Code in respect of misconduct or breach of the rules or procedures on an agricultural enterprise, estate or farm shall continue beyond fourteen days from the date of their commencement, without a decision being reached.
- (4) The Code, when registered shall be displayed in a place accessible to all employees at each work-place to which it applies with a translation provided in Shona and Ndebele.
- (5) Authentic copies of the Code shall be furnished to the committee or authority responsible for its enforcement.

#### CODE OF CONDUCT PROCEDURES

- (1) Every enterprise, estate or farm shall appoint a disciplinary committee made up of an equal number of management and worker representative which shall be responsible for implementing and enforcing the rules, procedures and penalties of the Code except for category "A" offences which shall be dealt with in the first instance by the employee's supervisor.
- (2) A supervisor may give a verbal reprimand after investigation to an employee in respect of any breach which does not warrant a written warning. In such cases no entry will be made on the employee's disciplinary record.
- (3) Except for category "A" offences, where misconduct is alleged in respect of any of the offences stated in the rest of the Schedule the supervisor will report the allegation to the committee responsible for implementing and enforcing the rules, procedures and penalties of the Code unless the employee concerned agrees to his supervisor or another agreed person or body other than the committee referred to above investigating the matter.

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passing judgment and handling down punishment. Punishment handed down, must however, always be in conformity with those laid down in the Schedule for specified offences.

N.B. - Breaches of discipline may occur which are not covered in the Schedule in which case they shall be referred to the Employment Council to decide under which category these breaches should be treated (see Schedule).

- (4) The committee shall, at least two days before the hearing, notify the concerned employee in detail of the allegations of misconduct against him. Before the commencement of the proceedings, the committee shall investigate the alleged offence(s).
- (5) A written record of all disciplinary proceedings shall be prepared and shall be detained for not less than twelve months after which the record shall be regarded as stale and may not be used in any proceeding thereafter.

### WRITTEN WARNINGS

- (1) Warnings may only be recorded on the Code of Conduct Warning Form as set out in Schedule A.
- (2) The written warning giving details of the offence shall be served on the worker concerned in the presence of witnesses.

### NOTICE OF APPEAL

- (1) An employee who believes that the Code has not been adhered to, or is aggrieved by the decision of the committee, supervisor, person, or any other body shall be entitled to appeal in writing, either through the official trade union/s or directly to the National Employment Council by completing Schedule B. Such an appeal must be received at the offices of the Council within thirty calendar days of the decision being communicated to the employee by the committee, supervisor, person, or other body, failing which, the right of appeal shall fall away.
- (2) Upon receipt by the Council of an appeal, the National Employment Council's supervisory or designated agent shall carry out an investigation into the issues of appeal to obtain the facts and information appertaining to the appeal at hand. Such investigation shall be referred for conciliation and subsequent compulsory arbitration.

### GRIEVANCE PROCEDURE

All employees have the right to seek redress relating to their employment. This is intended to provide a method whereby individual employees, in an orderly fashion and without fear of victimisation, can have any grievance which affects them, personally heard by senior management.

Airing grievances which affect the whole or large sections of the labour force will still be the prerogative of the workers' committee, and it is not intended that this procedure should in anyway impinge on the Workers Committee area of responsibility.

**PROCEDURE**

- (1) When an employee believes he has a grievance: he shall have the right to bring this to the attention of the committee who shall investigate the matter, take written statements and make a decision within seventy-two hours of the matter being referred to them.
- (2) In such cases, the employee concerned shall be entitled in the first instance to be assisted by a workers' committee representative, and failing agreement, any other third party.
- (3) The committee shall record all its findings and decisions or effect to resolve the issue on the grievance form (Schedule C).
- (4) Nothing referred to in paragraph (1) shall be construed as preventing an employee from attempting to resolve his grievance by discussing it with other farm employees or his employer.

N.B.- The appropriate "grievance procedure form" is to be utilised at all stages of the grievance procedures.

**NOTES**

1. The penalties for absence from work or neglecting to obey a lawful order imply a disciplinary committee investigation has been held and that no satisfactory reason or excuse has been tendered or accepted.
2. When an employee is found guilty of a breach of the Code which warrants dismissal, the employer at his sole discretion may reduce the penalty to one of suspension (with or without pay) for not more than one week or demotion to a lower grade. The employee will have the right to reject such alternative.
3. An employee found to be guilty of gross negligence or deliberate damage to loss of an employer's property, tools, etc, may be obliged to replace such items in addition to or in place of the penalties mentioned above. However in no case should the financial penalty exceed one third of the employee's gross monthly wage.

**RESOLUTION OF DISPUTES AND UNFAIR LABOUR PRACTICES**

1. Designated Agents, to whom a dispute or unfair labour practices has been referred or come to attention to, shall try to settle it through conciliation.
2. If a dispute or unfair labour practices cannot be settled by conciliation, the Designated Agent will refer the matter to Arbitration.
3. A Designated Agent who is appointed as an arbitrator will arbitrate on all matters referred to him by an Agent who would have tried to conciliate.
4. Any part assigned by the determination or award by the Arbitrator will appeal to the labour court.

Collective Bargaining Agreement: Agricultural Industry

NATIONAL EMPLOYMENT COUNCIL FOR THE  
AGRICULTURAL INDUSTRY

SCHEDULE A

CODE OF CONDUCT: WARNING FORM

Name of enterprise/estate/farm: .....

Department: .....

Name of employee: .....

Works No. (if applicable): .....

Position held: .....

Date: .....

Nature of offence: .....

Written statement: .....

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Disciplinary action taken .....

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The nature of this warning and its consequences have been explained to:

(Employee)..... Work No .. ..

Signature of employee .....

Signature of representative or witness .....

Signature of Management representative.....

This form is to be completed in duplicate and distributed as follows:

One copy to the Offender.

One copy to the Offender's employment record.

**NATIONAL EMPLOYMENT COUNCIL FOR THE  
AGRICULTURAL INDUSTRY**

**SCHEDULE B**

**CODE OF CONDUCT: APPEAL FORM**

To: The Chief Executive Officer,  
National Employment Council for the  
Agricultural Industry of Zimbabwe,  
P.O. Box WGT 312,  
Harare.

Name of employee: .....

Employment No: .....

Name of Enterprise/estate/farm: .....

Department: .....

Position held: ..... Length of service: .....

Nature of offence: .....

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.....

Reason/grounds for appeal: .....

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.....

Should the employee require more space to set out the nature of the offence and/  
or the grounds of appeal, he/she can do so on a separate blank sheet of paper

Employer's signature ..... Date submitted.....

National Employment Council's  
Secretary/Agent's signature ..... Date signed .....

*This form is to be completed in duplicate*

One copy is to be retained by the Employee and the other copy to be stamp  
dated and retained by the National Employment Council Secretary/Agent.

Collective Bargaining Agreement: Agricultural Industry

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NATIONAL EMPLOYMENT COUNCIL FOR THE  
AGRICULTURAL INDUSTRY

SCHEDULE C

GRIEVANCE PROCEDURE FORM

Name of enterprise/estate/farm: .....

Department: .....

Name of employee: .....

Works No (if applicable): .....

Nature of grievance: .....

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.....

Date submitted: ..... Complainant's signature: .....

1. Superior's Remarks .....

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Date recorded ..... Superior's signature .....

Committee's findings .....

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Committee's recommendations .....

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Date ..... Chairman's signature .....

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