

**Collective Bargaining Agreement: Food and Allied Industries
(Meat, Fish, Poultry, Abattoir and Meat Processing Sector)**

IT is hereby notified that the Collective Bargaining Agreement set out in the Schedule, which repeals the agreement published in Statutory Instrument 85 of 1998, has been registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL: FOOD AND ALLIED
INDUSTRIES

COLLECTIVE BARGAINING AGREEMENT: MEAT, FISH,
POULTRY, ABATTOIR, AND MEAT PROCESSING SECTOR

Made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*] between the Employers Association of the Meat, Fish, Poultry, Abattoir and Meat Processing (hereinafter referred to as the “employer” or “the employers association”) of the one party and the Meat, Fish, Poultry, Abattoir and Meat Processing Workers Union” (hereinafter referred to as “the employees” or “the trade union”) of the other party, being parties to the National Employment Council, Food and Allied Industries (therein after referred to as “Council”) to lay down certain conditions of service in the Meat, Fish, Poultry, Abattoir and Meat Processing Sector of the Food and Allied Industry of Zimbabwe.

Whereas in terms of section 79 of the Labour Act [*Chapter 28: 01*] the National Employment Council: Food and Allied Industries has submitted to the Registrar for registration of a Collective Bargaining Agreement for the Food and Allied Industries (Meat, Fish, Poultry, Abattoir and Meat Processing Industry) of the council which has been duly registered:

Now, therefore, in terms of section 80 of the Labour Act [*Chapter 28:01*], the Minister of Public Service, Labour and Social Welfare hereby publishes the said collective bargaining agreement.

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FIRST SCHEDULE: Grading and job titles.

SECOND SCHEDULE: Wages and allowances.

THIRD SCHEDULE: Gratuities.

Title and period of operation

1. (1) These regulations may be cited as the Collective Bargaining Agreement for Food and Allied industries (Meat, Fish, Poultry, Abattoir and Meat Processing Sector).

(2) This agreement shall operate from the date of publication.

Application

2. (1) This agreement shall apply to—

- (a) all employers in the Meat, Fish, Poultry, Abattoir and Meat Processing Industry; and
- (b) all employees including contract workers in the Meat, Fish, Poultry Abattoir and Meat Processing Industry except those whose jobs are not designated in the First Schedule.

(2) No employer or employee may waive any provision of this agreement, whether or not the said provision creates a benefit or an obligation on the employer or employee concerned. Each provision shall create a right or obligation, as the case maybe, independently of the existence of other provisions. In the event of any provision of this agreement being inoperative or *ultra vires*, the powers of the parties or the Act or regulations made hereunder, either before or after registration of this agreement under the provisions of the Act, this shall in no way affect the remainder of the agreement which shall in that event constitute the agreement.

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Interpretation

3. (1) In this agreement—

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

“agreement” means this agreement and any future agreements between the parties to this agreement which relates to employment in the meat, fish, poultry, abattoir and meat processing industry;

“annual shut-down” means a period of not less than fifteen working days, during which an establishment may suspend operations;

“artisan” means an employee who has been registered as an artisan or skilled worker class 1 by the Apprenticeship Board of the Ministry of Higher Education, Science and Technology Development in any one of its designated areas;

“artisans work” means work normally performed by an artisan as defined in the parent industry’s agreement;

“artisan aid” means an unskilled employee who assists an artisan in the respective field;

“artisan assistant” means a skilled class employee who assists a journeyman or artisan in the respective field;

“bag sealer” means an employee who seals bags containing packed products;

“band saw operator” means an employee who operates a band saw;

“bawl chopper or cutter operator” means an employee who operates a bawl cutter machine to chop meat into smaller and finer pieces;

“blockman” means an employee who cuts meat into specialised cuts;

“blood dryer operator” means an employee who operates a blood dryer machine as per operational specifications;

“bio-security attendant” means an employee who maintains bio-security points;

- “boiler attendant” means an employee who attends to and feeds the boiler;**
- “bone and blood meal preparer” means an employee who prepares bone and blood meal;**
- “bone crusher operator” means an employee who is engaged in crushing bones as per operational specifications;**
- “brine injector operator” means an employee who injects brine into meat products as per operational specifications;**
- “cam wheat operator” means an employee who operates a cam wheat machine to make/form pies;**
- “can filling machine operator” means an employee who fills cans with the respective products by operating the machine;**
- “can seamer operator” means an employee who operates a can seaming machine;**
- “can seam inspector” means an employee who inspects the can seams as per operational specifications;**
- “cashier or till operator” means an employee who receives, receipts and reconciles all incoming monies;**
- “carcass divider or back splitter” means an employee who divides carcasses into two sides;**
- “carcass marker” means an employee who records information on carcasses;**
- “carcass sorter” means an employee who sorts carcasses into various allocated grades and housing chillers;**
- “carcass washer or cleaner” means an employee who washes and cleans carcasses after the removal of offals;**
- “carcass weigher” means an employee who weighs and records carcass weights;**
- “carcass trimmer” means an employee who is engaged in the basic trimming of meat as instructed;**
- “cash book clerk” means an employee who banks and maintains the cash book;**
- “casual employee” means an employee whose engagement is for a period of not more than six weeks in any-four successive calendar months;**

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- “charge hand” means an employee who assists a foreman or supervisor to obtain the desired results from employees in the engineering department;**
- “checker” means an employee who checks interiors of carcasses for cleanliness and complete evisceration;**
- “chill tanker” means an employee who loads and re-sites chilling tanks;**
- “chill tank hanger” means an employee who hangs chilled carcasses onto conveyer line and grades;**
- “clamps remover” means an employee who clamps and unclamps the wind pipe to ensure that the scalding water does not affect the lungs of the carcasses;**
- “cleat remover” means an employee who removes cleats from the carcass;**
- “cleaner” means an employee who carries out general cleaning of factory utensils, floors and the general factory environment;**
- “cash on delivery (C.O.D) van salesclerk” means an employee who sells products and reconciles C.O.D.;**
- “continuous service” means subject to the provisions of section 25, the total period of an employee’s unbroken service with an employer;**
- “contract worker” means an employee who is engaged for a specific period or task and whose employment may be renewable at the end of the specified period;**
- “cook” means an employee who prepares and serves meals for employees and cleans kitchen utensils;**
- “cooker or smoker” means an employee who cooks and or smokes specified meat products as per specifications;**
- “council” means the National Employment Council: Food and Allied Industries;**
- “counter” means an employee who counts livestock (using a counting machine) prior to bleeding;**
- “counter sales clerk” means an employee who directly takes orders and attends to calling customers;**

- “creditors clerk”** means an employee who enters and maintains and reconciles information related to purchases or creditors;
- “cropper”** means an employee who removes crops from poultry carcasses;
- “curing cellar attendant”** means an employee who puts cured products into the machine as per operational specifications;
- “data capture operator”** means an employee who enters relevant data or information such as orders, accounts receivable etc, into the computer via on-line terminal;
- “deli assistant”** means an employee responsible for serving customers at the deli;
- “deboner”** means an employee who removes meat from bones as per operational specifications;
- “debtors clerk”** means an employee who enters, maintains and reconciles information related to debtors;
- “de-gutter”** means an employee who removes both edible and non-edible offal’s from the carcasses;
- “de-rinder machine operator”** means an employee who operates and cleans the de-rinder machine;
- “dicer operator”** means an employee who operates a dicer for cubing meat pieces;
- “dispatch orders clerk”** means an employee who co-ordinates the assembling, packing and labeling of orders for the respective routes;
- “dispatch checker”** means an employee who checks the orders being dispatched to ensure that the invoice agrees with the physical stock or goods;
- “driver”** means an employee who is engaged to drive company vehicles;
- “driver’s assistant”** means an employee who assists the driver to deliver products to customers;
- “egg glazer”** means an employee responsible for putting liquid egg spray on pies;

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“electric bone saw operator” means an employee who operates an electric bone saw as per operational specifications;

“employee” means a person employed in the industry for whom wages or salaries are prescribed in this agreement;

“essential service” means any work which must necessarily be performed if danger to the health or safety of the public or of interference with the carrying on of any industry, business or undertaking is to be avoided;

“establishment” means any place at which the employer engages an employee to perform work;

“emergency work” means work which must be performed immediately in order to prevent harm to the plant, perishable property or the employees, or persons within the environment or property and work required due to breakdown of plant or equipment;

“evaporator operator” means an employee who operates an evaporator as per operational specifications;

“export clerk” means an employee who is engaged in shipping and customs clearing and all other matters pertaining to import and export of goods;

“filler machine operator” means an employee who sets, programmes and monitors the function and performance of the filler machine as per operational specifications;

“filing clerk” means an employee who files invoices and documents;

“filleter” means an employee who separates fillet from the carcass;

“forklift driver” means an employee who is engaged to drive and operate a forklift;

“freezer attendant” means an employee engaged in loading and packing of cold stores items;

“freezer clerk” means an employee who maintains a record of the freezer stocks;

“general accounts clerk” means an employee who does month-end journals other than debtors and creditors work;

- “general hand” means an employee who performs any work not specified in the First Schedule;**
- “general secretary” means the secretary of the council appointed in terms of its constitution;**
- “giblet chiller” means an employee who places giblets into the chilling tank;**
- “gizzard remover” means an employee who removes gizzards from poultry carcasses and cleans them;**
- “hanger” means an employee who hangs live birds onto the conveyor line;**
- “halaal observer” means an employee who observes compliance for halaal certification;**
- “heat sealing machine operator” means an employee who operates a heat sealing machine;**
- “hides treater” means an employee who trims and salts hides;**
- “hock cutter” means an employee who cuts the locks of poultry carcasses;**
- “hoist machine operator” means an employee who operates a hoist machine as per specification or manual;**
- “ingest extractor” means an employee who loads and offloads ingest as instructed;**
- “invoice clerk” means an employee who writes and issues invoices for accounting and C.O.D customers;**
- “internal security guard” means an employee who is tasked to guard and protect company premises and assets;**
- “issuing or receiving clerk” means an employee who receives and issues out goods to or from customers;**
- “kitchen attendant orderly” means an employee who works in a kitchen making teas, cleaning and assisting the cook in the preparation of meals;**
- “laboratory assistant” means an employee who assists a laboratory technician;**
- “labelling or packing machine operator” means an employee who operates a labelling machine;**

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- “labeller” means an employee who labels products as per operational specifications;**
- “lard dripping maker” means an employee who is engaged in the making of lard and dripping;**
- “laundry hand” means an employee who washes, dries and irons uniforms as required;**
- “laundry machine operator” means an employee who is engaged in the washing of uniforms;**
- “leading hand or foreman” means an employee who is given responsibility to lead a team of workers in a section;**
- “livestock receiving clerk” means an employee who carries out clerical work pertaining to receiving of animals or livestock in an abattoir;**
- “livestock slaper” means an employee who slaps the correct serial numbers on incoming livestock;**
- “livestock eviscerator” means an employee who works on the eviscerator line;**
- “loader or offloader” means an employee who loads and offloads products and carries out other duties as assigned;**
- “maintenance administration clerk” means an employee who assembles orders or delivery notes and invoices sets prior to allocation, and keeps records of staff attendants and capital works expenditure;**
- “maintenance assistant” means an employee, other than a journeyman’s senior assistant, who assists a journeyman, and who, without doing a journeyman’s work, may perform simple routine and respective maintenance tasks on plant and machinery, and components thereof, including such work as lubrication, loosening and tightening of bolts, drilling holes in materials by hand or power driven machine, tapping holes and screwing bolts, which tasks always be under the general supervision of journeyman;**
- “maintenance hand” means an employee who carries out minor repairs to buildings and equipment;**
- “maintenance stores clerk” means an employee who does engineering and maintenance stores clerical**

work pertaining to buying, receiving and issuing of maintenance parts or materials;

“meat curer” means an employee who treats meat products as per specifications;

“Meat, Fish, Poultry, Abattoir and Meat Processing Industry” means the industry in which a business is associated with the slaughter of livestock, preparation, processing, preservation, retail and wholesale distribution of meat, fish and poultry products, including the tinning or cooking of the foregoing but excluding sun drying fish;

“merchandiser” means an employee who merchandises company products;

“messenger” means an employee engaged wholly or substantially in any or all of the following duties: delivering or conveying letters, parcels, goods or messages on foot or by means of a bicycle, tricycle or motor-bike, moving cash as required, operating a photocopier, binding machine, scanning machine or a folding machine;

“mincing machine operator” (manual) means an employee who operates the meat mincing machine;

“mincing machine operator” (heavy duty/electric) means an employee who operates the meat mincing machine;

“multivac machine operator” means an employee who operates a multivac machine as per specification;

“night shift” means a shift the hours of which fall between 6 p.m and 6 a.m;

“nurse aid” means an employee who assists a qualified nurse in the treatment of sick employees in the workplace;

“neck cutter” means an employee who removes necks from carcasses;

“neck slitter” means an employee who slits the neck poultry carcasses;

“offal cleaner” means an employee who cleans offal manually;

“offal cleaning machine operator” means an employee who cleans offal using a machine;

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- “offal separator or trimmer” means an employee who sorts, separates and trims edible offal as per specifications;
- “office orderly” means an employee who cleans the offices, does messenger work and various errands in the offices as required;
- “order assembler” means an employee who co-ordinates the assembling, packing, labeling and consignment of customer orders be they internal or external;
- “packer and wrapper” means an employee who wraps and packs processed meat and meat products as per operational specifications;
- “pastry roller” means an employee who rolls pastry to the required thickness and quantity;
- “personnel clerk” means an employee who maintains all personnel records;
- “personnel assistant” means an employee who assists the personnel officer in handling all human resources related work;
- “pest control attendant” means an employee who fumigates, checks or monitors traps and records the results regularly;
- “pie making machine operator” means an employee who operates the pie making machine;
- “piemeat or pastry divider” means an employee who divides pie meat and pastry into the required shape and sizes;
- “pie oven operator” means an employee who operates the pie oven; “pie wrapper” means an employee who wraps pies as instructed;
- “pie wrapping machine operator” means an employee who operates a pie wrapping machine as per its operational specifications;
- “piece work” means any system of employment by which earnings are calculated wholly on the quantity or output of work done or a fixed piece rate for each unit produced, irrespective of the time spend on such work;
- “pig scrapper or poultry scalding or fish scrapper” means an employee who is engaged in the removing and scrapping of furs, feathers or scales on carcasses;

- “pinner” means an employee who removes pin feathers from poultry carcasses;
- “plant operator” means an employee who works in a plant room to monitor refrigeration temperatures and reports any faults;
- “portion weigher” means an employee who weighs poultry portion products;
- “poultry grader” means an employee who grades poultry into their special grades;
- “prime product” means any edible product that is not a byproduct;
- “production clerk” means an employee who records and maintains production documents;
- “quality checker” means an employee who checks products during processing to ensure compliance;
- “quality control clerk” means an employee who records product specification information;
- “quality inspector” means an employee who inspects, checks and monitors compliance up to standard;
- “receptionist” means an employee who mans the switchboard and attends to visitors;
- “reconciliation clerk” means an employee who balances and reconciles products/cash/stock figures;
- “restrainer or drover” means an employee who drives livestock to the stunner;
- “retail outlets” means an outlet whose activity is complimentary or ancillary to the principal activity of meat, fish, poultry, abattoir and meat processing industry of Zimbabwe;
- “retort operator” means an employee who sterilizes cans by using retorts;
- “retort loader, off loader and stacker” means an employee who loads and unloads retorts and stacking cans as per specification;
- “sales representative” means an employee who ensures an effective company customer-relationship by making regular calls to customers in designated areas;

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- “sanitation attendant” means an employee who is engaged in sanitation work as per operational specifications;**
- “sausage casing preparer” means an employee who spools log casings for sausages;**
- “sausage twister” means an employee who twists sausages as per specifications;**
- “sausage roll maker” means an employee who prepares sausage rolls as per specifications;**
- “scalding tank operator” means an employee who operates and attends to a scalding tank to ensure proper scalding of carcasses;**
- “security supervisor” means an employee who supervises security guards;**
- “secretary” means an employee who performs secretarial duties of typing correspondence, filing and engaged in all confidential office administration work;**
- “shop assistant” means an employee, other than a stall-attendant, employed in or about a shop, who is wholly or substantially engaged in attending to customers in an establishment, excluding taking money and giving change, or issuing sales documents, which may include the display of goods and keeping and controlling stock;**
- “shop supervisor” means an employee who is specifically charged with the responsibility of sales, the safe custody of stock and the conduct of business with the public within any demarcated section or sections of the premises, or in respect of any specific class or classes of merchandise in the establishment, and who is, in addition, placed in full or partial supervisory control of at least three shop salesmen, employed in such section or sections, or in connection;**
- “shrink wrap machine operator means an employee who operates a shrink wrap machine as per operational specifications;**
- “skinning machine operator” is an employee who operates the skinning machine as per manual or specification;**

- “skinner or flayer” means an employee who removes skin from carcasses in an abattoir using a knife or blade;
- “ingredients mixer” means an employee who mixes spices or ingredients as per processing specifications;
- “spiral freezer operator” means an employee who operates a spiral freezer machine as per manual or specification;
- “slicing machine operator” means an employee who slices processed meats as per operational specifications;
- “sticker or bleeder” means an employee who bleeds carcasses during the slaughtering process;
- “stock controller” means an employee who is responsible for stock in a particular stock location and ensures proper reconciliation of stocks;
- “stores assistant” means an employee who is assigned to perform stores duties in a warehouse;
- “stores control clerk” means an employee who does clerical work pertaining to physical receipt of stores items, inwards and outwards and their appropriate storage;
- “stores controller or supervisor” means an employee who is responsible for supervising the issuing, receiving, transfers, reconciliation, recording and stock control;
- “sump attendant” means an employee who monitors the efficiency of the sump;
- “strapping machine operator” means an employee who secure boxes of packed products by strapping;
- “stunner” means an employee who electrocutes or uses a stun gun or de-oxygenates in the slaughtering process of livestock or fish;
- “supervisor” means an employee employed in a supervisory capacity to oversee the activities of others;
- “tallow renderer” means an employee who renders tallow as per instruction;
- “task-work” means a stated task with a deadline and defined period which is set by an employer for an employee and which has to be completed as a condition of earning a wage;

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- “tea- maker” means an employee who makes tea or prepares any other beverage within the scope of his or her work;
- “tervopham operator” means an employee who operates a tervopham machine for packing pies;
- “townsend peel operator” means an employee who operates a townsend machine for the purposes of peeling sausages;
- “uniform presser” mean an employee who presses uniforms;
- “uniforms repairer” means an employee who repairs uniforms;
- “vacuum sealing machine operator” means an employee who operates, sets and monitors the machine;
- “van sales assistant” means an employee who assists the van salesman;
- “van salesman” means an employee who sells company products in designated areas and promotes a positive company image;
- “vent cutter” mean an employee who removes the vents from poultry carcasses;
- “vienna skin remover” means an employee who removes vienna skins;
- “wages or salaries clerk” means an employee who does the payroll and any payroll related administration work;
- “weigher or recorder” means an employee who weighs and keeps weight records of stocks;
- “working day” means any day between Monday and Saturday except public holidays.

Grading and wages

4. (1) Every employer shall place each employee in a grade listed in the First Schedule appropriate to his or her occupation, and shall pay a wage to such employee of at least the amount prescribed for the employee’s grade in the Second Schedule and no employee shall accept a wage or salary amounting to less than that amount.

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

(3) On promotion to a higher grade an employee shall be paid not less than—

- (a) the wage which he or she last received prior to his or her promotion; or
- (b) the minimum wage prescribed for his or her occupation in such grade; whichever is the greater.

(4) 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.

(5) An employee who is required to perform 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 for all hours or part thereof spent working in the higher grade.

(6) 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 NEC; and
- (c) the NEC after consultation with the Grading Committee shall determine an interim classification of the operation, which shall be subject to ratification by the NEC at its next sectorial meeting:

Provided that if the interim classification by the Grading Committee or the final classification by the NEC 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 commenced performing the operation concerned; or
- (ii) lower than the employee's current grade, an employer may reduce his or her wage to not less than the minimum wage prescribed for such lower grade, with effect from the

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date upon which such classification is determined, unless the employee refuses to accept the lower grade, in which event—

- A. he or she may be given the 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.

(7) No employer shall reduce an employee's wage for any time not worked if the employee was able and willing 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 as provided in section 9.

Hours of work: employees other than shift workers

5. (1) The ordinary hours of work for employees other than shift workers and internal security guard shall not exceed 42.5 hours per week:

Provided that the ordinary hours of work per day shall not exceed eight and half hours.

(2) The ordinary hours of work for internal security guard shall not exceed 42 hours per week:

Provided that the ordinary hours of work shall not exceed ten hours in any period of 24 hours.

(3) An employer may request in the normal manner of communication, but shall not compel an employee to work overtime, and shall, whenever possible, give 24 hours notice to such employee of such request:

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

(4) No employer shall permit any employee, other than an internal security guard, to work more than 50.5 hours, ordinary time

and overtime included in anyone week, except in the case of emergency work.

(5) Every employee shall receive two days off duty in each week that is Saturday and Sunday.

(6) An employee may be required to work on his or her days off, but no employee shall be required to work on his or her days off in successive weeks except in the case of emergency work.

(7) No employer shall permit an employee to work more than five hours without a break of at least thirty minutes:

Provided that such continuous period shall not be deemed to be broken by a break of less than thirty minutes.

(8) The employer shall provide each worker with free tea during break time and a free meal benefit during lunch.

Hours of work: shift workers

9. (1) The provisions of section 5 (3), (4), (5), and (6) shall apply to shift workers.

(2) The ordinary hours of work for shift workers shall not exceed 42.5 hours per week:

Provided that the ordinary hours of work shall not exceed nine hours per day.

(3) No employer shall permit a shift worker to work for a continuous period of more than five hours without a break of at least fifteen minutes.

(4) The employer shall provide each shift worker with free tea or beverage during break time and a free meal during the prescribed fifteen-minute break.

(5) No employee shall be required to work two shifts in one day, except for the purpose of shifts handover or in a case of emergency work, and no employee shall commence work on the new shift until at least twenty-four hours have elapsed after the completion of his or her or previous shift.

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

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(7) Shift worker who is changed from night shift to day shift shall be placed on a day shift for a period at least equal to the period that he or she was on night shift, unless he or she otherwise agrees.

Hours of work: retail outlets

7. (1) Notwithstanding section 5(1), the ordinary hours of work for retail outlets workers shall not exceed forty seven hours per week provided that the ordinary hours of work shall not exceed eight and half hours per day.

(2) Notwithstanding section 6, every employee shall receive one and a half off duty days in each week i.e. half day on Saturday and full day on Sunday.

Night shift allowance

8. An employee working on night shift shall be paid not less than the prevailing night shift rate.

Short time working

9. (1) No employer shall place all or some of his or her employees on short time working without the prior agreement of Works Council, who may approve that the employees be placed on short-time working for a period of not more than twelve months. The Works Council should be satisfied that—

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

such agreement shall be sent to the NEC for endorsement within two weeks of receipt of the agreement.

(2) Notwithstanding the provisions of section 24, the employee may, at any time during the week's notice referred to in subsection 2, give his or her employer notice of termination of his or her employment as from the time short time working is to start.

(3) 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 seventy-five per centum of his or her current monthly wage in the first six months and 60% for the remainder of the year.

(4) Authority issued under the provisions of subsection 1 shall state—

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

and the employer shall inform the NEC in writing upon resumption of normal hours of work.

(5) An employer shall give his or her employees at least one working day's notice of resumption of normal hours of work.

(6) In the event of a works council disagreement the matter may be referred to the NEC exemption committee.

Conversion of rates

10. (1) For the purpose of converting a monthly wage to—

- (a) the weekly equivalent, the monthly wage shall be divided by four and a third; or
- (b) the daily equivalent, the weekly wage shall be divided by the number of days ordinarily worked in a week; or
- (c) the hourly equivalent, the weekly wage shall be divided by the number of hours ordinary worked in a week.

Payment of overtime

11. (1) An employer shall pay for overtime in excess of thirty minutes in any one week—

- (a) during the first eight hours at one and half times the current hourly rate of the employee; and
- (b) thereafter at double the current hourly rate of the employee.

(2) Notwithstanding the provisions of subsection 1, the employer shall pay for overtime on a day-off and weekends at double the current hourly rate.

(3) Notwithstanding the provisions of subsection 1, and in addition to the payment prescribed in subsection 2, of section 21, the

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employer shall pay for overtime on an Industrial holiday at double the hourly rate.

Deductions

12. (1) Subject to the provisions of subsection (2), no deductions or set off against any deductions shall be made or allowed from any remuneration, other than a bonus due to an employee, except—

- (a) where an employee is late for work in anyone working day in excess of 15 minutes, the employer shall deduct the equivalent pay for the time, unless the time is compensated for; or
- (b) where an employee is absent without leave from work on days other than paid holidays or vacation leave, a *pro rata* amount of wage only for the period of such absence; or
- (c) by written stop order for contributions to insurance, medical aid or pension funds; or any other stop order facility; or
- (d) any amount which the employer is compelled by law or legal process to pay on behalf of an employee; or
- (e) where a levy is raised on the employer for fuel consumed by an employee housed in a hostel, irrespective of whether the levy is raised as a separate item or as an element in a composite rent, an amount not exceeding twenty five percent per month; or
- (f) by written authority of the employee for payment of union dues to a registered trade union; or
- (g) deductions in terms of subsection (3) of section 28; or
- (h) by written authority of the employee, for repayment of amounts due to the employer:

Provided that a deduction from the wage of an employee in respect of money lent or cash advanced by the employer shall not exceed twenty five *per centum* of the gross wage of the employee.

(2) At termination of employment, any balance owing to the employer in respect of cash advanced or money lent may be deducted from the gross remuneration due to such employee.

Payment of wages

13. (1) Every employer shall pay all remuneration, including wages, overtime, bonuses and allowance weekly, fortnightly or monthly, as the case may be, on the due date.

(2) When the services of an employee are terminated, payment of all remuneration due shall be made within one month of the termination of service.

(3) All remuneration shall be paid either in cash, by cheque or through bank and shall be accompanied by a written statement, showing the following—

- (a) the name and grade of the employee; and
- (b) the wage rate; and
- (c) the total number of hours worked; and
- (d) the amount of overtime; and
- (e) bonus and allowance; and
- (f) deductions for the absence without leave, or other deductions permitted in terms of section 12; and
- (g) the net amount received by the employee; and
- (h) the period for which payment is made.

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

Piece work and task work systems

14. No employer shall give out, and no employee shall perform work on a piece-work basis; or task-work basis.

Incentive production schemes

15. (1) Notwithstanding the provisions of section 14, an employer may operate an incentive production scheme whereby the remuneration of the employee in excess of the minimum wage and payment for overtime, if any, maybe determined by the employer.

(2) If the council agrees on an incentive production scheme the provision of section 4 which provide for increased wages for

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continuous service shall not apply to those employees engaged in such scheme.

Special provisions: casual employees

16. (1) The provisions of sections 24, 26 and 29 shall not apply to casual employees.

(2) An employer shall pay a casual employee the equivalent of at least double the amount prescribed in the First Schedule for the occupation in which he or she is employed.

(3) The period of notice to be given to casual employee is as per Labour Act [*Chapter28:01*].

Subsistence allowance

17. (1) An employee who is required to work at a place far from his or her usual place of work as to necessitate his or her sleeping away from home, shall be conveyed to and from such place at the expense of the employer, and shall be paid, in addition to his or her wages for the time during which he or she is away from home—

- (a) all necessary proved travelling and subsistence expenses;
- (b) when the employer is not providing, the following shall apply—
 - (i) accommodation;
 - (ii) breakfast;
 - (iii) lunch;
 - (iv) dinner;
 - (v) incidentals;

the rates shall be determined by the current collective bargaining agreement as per Second Schedule. This provision shall apply to those employees who by the nature of their duties will be forced to fore-go lunch.

(2) Every employer in the industry is required to provide a transport and housing allowance as per Second Schedule; unless the employer:

- (a) provides transport for their employees to and from work shall be exempted from paying the transport allowance;

- (b) provides housing within two kilometres of the environs of the company operations shall be exempted from paying transport allowance;
- (c) provides housing shall be exempted from paying housing allowance.

Allocations of staff rations

18. All employees in the Industry are to be given a monthly allocation of five kilograms of any edible product from an establishment composed of at least two kilograms prime product with the remaining three kilograms being made up of any other by-products as agreed at works council.

Vacation leave

19. (1) Leave shall be treated as per Labour Act [Chapter 28:01] save for vacation leave days which shall accrue at the rate of twenty-two working days per annum at the maximum accrual ninety days:

Provided that where undue hardship would be caused to the employer—

- (a) the employee shall be entitled to proceed on vacation leave within nine weeks of his or her application therefore; or
- (b) where an establishment has an annual shut down, employees may be required to take their vacation leave during shutdown.

(2) An employee proceeding on vacation shall, on request, receive his current wages for the period of such leave prior to his or her going on leave.

(3) An employee who has accumulated vacation leave may, with the consent of the employer, elect to be paid his or her wages for any vacation leave or portion of any vacation leave, in addition to his or her current wages in place of proceeding on such leave.

(4) An employee whose employment is terminated for any cause whatsoever shall be paid the cash equivalent to any leave accumulated.

(5) Any period of leave taken by an employee in terms of this section, or any additional leave granted by the employer, whether

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paid or unpaid, or any sick leave in terms of section 22, shall not be counted for the purpose of calculating further leave:

(6) If an establishment observes a holiday or an industrial holiday other than an annual shut down, the holiday or industrial holiday shall not be offset against the accumulation of vacation leave of an employee.

Special leave

20. Special leave on full pay not exceeding 12 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 a contact with an infectious disease; or
- (b) who is subpoenaed to attend any court in Zimbabwe as a witness; or
- (c) who is required to attend as a delegate or office bearer any meeting of a registered trade union representing employees within the undertaking or industry in which the employee is employed; or
- (d) who is detained for questioning by the police; or
- (e) on the death of a spouse, parent, child or legal dependent; or
- (f) on any justifiable compassionate ground.

Industrial holiday

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

(2) Subject to the provisions of subsection (3), 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) An employer may require an employee to work on any industrial holiday, in which case he or she shall be paid at double the hourly rate in respect of time worked.

(4) An employer who may require an employee to work on an industrial holiday shall be obliged to provide transport or monetary equivalent to ferry the employee to and from his or her place of work.

(5) Subject to the provision of subsection 4, an employee residing within a 2-km radius from his place of work will not be eligible for any form of transport assistance or any monetary transport allowance.

Sick leave

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

(2) Upon being medically examined, an employee shall obtain a medical certificate stating—

- (a) whether or not he or she is fit for work; and
- (b) if he or she is not fit for work, the period for which he or she is likely to be unfit for work.

(3) If an employee has obtained from a medical practitioner a certificate stating that he or she is unfit for work, he or she shall be paid his or her wage by his or her employer whilst unfit for work, for the period stated by the medical practitioner, but not exceeding in aggregate, 180 days in anyone year of service at 90 calendar days full pay and 90 calendar days half pay.

(4) If an employee has obtained from a medical practitioner a certificate stating that he or she is unfit for work owing to sickness or accident for a period longer than that for which benefits are provided for in subsection (3), he or she shall be paid half his or her wage for a further period not exceeding the number of days for which he or she has been entitled to receive benefits in terms of subsection (3).

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

(6) A certificate issued by the State registered nurse or suitably qualified person shall be accepted in place of a medical certificate when no medical practitioner is available.

(7) An employer may at his or her discretion institute a medical aid scheme for his or her employees.

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Maternity Leave

23. (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 98 days on full pay to a female employee who has served for at least one year.

(2) A female employee who would have served less than one year shall be granted unpaid maternity leave.

(3) On production of a certificate signed by a registered practitioner or a state registered nurse certifying that she is pregnant, a female employee may proceed on maternity leave not earlier than the 45th day and not later than the 25th day prior to the expected date of delivery.

(4) 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 during which she shall be paid her full salary or wage:

Provided that paid maternity leave shall be granted only once during any period of 24 months calculated from the day any previous maternity leave was granted.

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

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

(7) During the period when a female employee is on maternity leave in accordance with this section, her normal benefits and entitlements, including her right 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.

(8) 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.

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

(10) Notwithstanding subsections (8) and (9) the grant of breaks during normal working time to a female employee for the purpose of nursing her child shall be made accordance with all the exigencies of her employment and nothing done to prevent any disruption of normal production processes or any interferences with the efficient running of any undertaking or industry shall be held to be in contravention of subsection (8).

(11) A female employee shall be entitled to the benefits of subsection (8) for the period during which she actually nurses her child or for a maximum of six months.

(12) A female employee shall not work on night shift for the period during which she actually nurses her child or six months whichever is lesser.

Contract of employment and notice period

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

- (a) his or her wage, pay interval, grade; and the terms of probation if any;
- (b) the period of time if limited to which the employee is engaged;
- (c) provision for accommodation;
- (d) the period of notice required to terminate the contract of employment;
- (e) terms of any employment code;
- (f) the hours of work, and method of pay calculation;
- (g) the details of any bonus or incentive production scheme in operation;

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- (h) provisions for benefits during sickness;
- (i) provisions for vacation; and
- (j) name and address of the employer.

(2) Notice period shall be as provided for in the Labour Act [Chapter 28:01] section 12(4):

Provided that where a month's notice has been agreed to, it shall run from the first day of the month following the date on which notice is given.

(3) Where an employee is housed in accommodation owned by the employer, and his or her contract of employment is terminated, he or she shall not be required to vacate his or her accommodation—

- (a) for a period of one month after serving notice in terms of the Labour Act [Chapter 28:01] section 12(4);
- (b) for a period of one week if he or she does not serve the required period of notice.

(4) An employee may be engaged on probation for a period not exceeding three months.

(5) Notwithstanding the provisions of subsection (2), during a probationary period referred to in subsection (4), the period of notice to be given by either party to terminate the contract of employment shall be two weeks from the day of notice.

(6) Subject to the provisions of subsection (5) of section 22, no employer shall give notice of termination of contract whilst the employee is sick or incapacitated.

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

(8) An employee who has given or received notice to terminate employment shall not be required or permitted to take vacation leave during the currency of such notice period, except by mutual agreement, in writing.

(9) An employer may discharge his or her obligations by paying an employee full wages and allowances for, and in place of, the period of notice to be given in terms of this section.

(10) Any contract of employment which is for stipulated period shall specify the date of commencement and the date of termination

therefore, and no further notice to terminate the contract on due date shall be required from either party, except where termination of the contract is before the expiry date.

Continuous service

25. (1) Continuous service shall be deemed to be broken only by the death, resignation, retirement, retrenchment or termination of employment on misconduct of the employee concerned.

(2) A period between discharge and re-engagement of less than four months, shall not be taken into consideration in calculating benefits in terms of sections 4, 18, 24 and 29, provided that the employer had not paid such terminal benefits.

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

Provided that, if such employee is paid by the previous owner a gratuity in terms of section 29 in respect of his or her service with that owner, the gratuity payable by the owner on the death, resignation, retirement or discharge of such employee may be reduced by the amount of the gratuity paid by the previous owner.

Long service award

26. An employee who has completed five years and above of continuous service shall be paid a once off long service award upon completion of such service of an amount equivalent to the Fourth Schedule.

Record of service

27. (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 by the employer to the employee shall specify the period of service and the occupation in which he or she was employed.

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Protective clothing

28. (1) Every employer shall supply, free of charge, appropriate protective clothing to every employee who, in the course of his or her duties, is habitually exposed to inclement weather, or such protective clothing as is reasonably required for the occupation or operation in which the employee is engaged.

(2) Protective clothing issued in terms of section 28 (1) shall—

- (a) remain the property of the employer if he or she is responsible for mending, washing and otherwise maintaining such clothing; or
- (b) become the property of the employee after three months of continuous service if he or she is responsible for mending, washing and otherwise maintaining such clothing:

Provided that emblems and insignia provided by the employer to be worn on such clothing shall remain the property of the employer.

(3) Subject to the terms of subsection (2), an employee who unlawfully damages clothing supplied in terms of subsection (1) shall be liable for the cost of replacement, and the employer may recover such amount from any money due to the employee.

(4) Any employer who recovers the cost of replacement of clothing from an employee in terms of the subsection (3) shall make due allowance for fair wear and tear in the assessment of such costs.

Gratuities on termination of employment

29. (1) An employee who has completed one or more years of continuous service shall, on the termination of such employment, irrespective of circumstance of such termination, be paid a gratuity of not less than the amount derived by multiplying the number of completed years of continuous service by the appropriate percentage as set in subsection (5).

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

(3) Notwithstanding the provisions of subsections (1) and (2), no gratuity shall be payable under this section if the employer has

made provisions for a pension fund registered in terms of the Pension and Provident Fund Act [*Chapter 24:09*], and not less favourable than those prescribed in this section.

(4) Where the pension is less than the gratuity, the employer shall pay the pension plus the difference between the pension and the gratuity.

(5) The gratuity shall be calculated as per Third Schedule.

Copy of agreement and notice

30. (1) Every employer shall exhibit a copy of these regulations and amendments there to in a place easily accessible to every employee.

(2) Every employer shall exhibit a notice showing the number of ordinary working hours per week or month and the normal daily times of starting and times of finishing work in his or her establishment for each class or group of employees, and the industrial holidays to be observed.

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

Registration of council levies

31. (1) Every employer in the sector, at the time of coming into operation of this agreement shall, within one month of that date, unless it had already been done, notify the General Secretary of National Employment Council of his full name, postal and physical address and a summary of the activities of the undertaking.

(2) All employers and employees engaged in the Meat, Fish, Poultry, Abattoir and Meat Processing Industry shall, from the date of publication of this agreement, pay levies to the council and employers shall deduct from the wage or salary of each of the said employees the appropriate levies as directed by the council from time to time.

(3) The levy to be paid shall be paid monthly in respect of all employees employed by the employer.

(4) The levy shall be paid by the employee and the employer at the rate set by the council from time to time.

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Provided that—

- (i) no levy shall be payable where owing to short-time working or any other cause an employee's pay is reduced below seventy-five *per-centum* of his normal wage or salary; and
- (ii) no deduction shall be made in respect of an employee who is off sick for a period in excess of thirty days and not in respect of sick leave pay or a substitute payment: and
- (iii) deduction shall be made in advance from the leave pay paid to an employee prior to his or her commencing his or her leave.

(5) Each employer shall forward the total amount of the employee and employer's levies, to be received at the council's office not later than the fifteenth day of the month following that to which the levies relate.

(6) The provisions of this section shall also apply to contract employees.

Exemptions

32. (1) The National Employment Council (NEC) Exemption Committee may, in its sole discretion, and upon considering the following—

- (a) the basis of the application;
- (b) the viability of the company applying;
- (c) the duration of relief sought;
- (d) the short and long term impact of the application;
- (e) signed works council minutes;
- (f) current financial statements;
- (g) bank statements (backdating to three months at most); and
- (h) efforts put at company level or strategies put in place to cut costs in the previous three months;

and such terms and conditions as it may determine, grant exemption in writing from any of the provisions of this agreement to an employer or employee.

(2) Applications for exemption in terms of subsection (1) shall be made in writing, to the NEC giving reasons thereof.

(3) Any such exemption granted may be reviewed or withdrawn by the NEC Exemption Committee depending on changed circumstances.

(4) In the case of wage increases, exemption applications should be made within twenty-one days from the date of publication of the collective bargaining agreement.

(5) The NEC shall finalize the matter within thirty days from date of receipt of the application.

Administration

33. The council shall be the body responsible for the administration of this agreement and may issue expressions of opinion not inconsistent with its provisions to employers and employees.

Binding nature of collective bargaining agreement

34. For the benefit of all employers and employees covered under and on whom this agreement is binding, section 82(3) of the Labour Act [*Chapter 28:01*] provides that any person who fails to comply with the provisions of a collective bargaining agreement which is binding upon him or her shall, without derogation from any other remedies that maybe 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 of the Labour Act; and
- (b) be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding one year or to both such fine and imprisonment.

Declaration

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

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Signed at Harare, on behalf of the employees and the employers.

**TICHAONA ZIMONDI,
Chairman of the National Employment Council for the Food and
Allied Industries.**

**MALINI MPANGO,
General Secretary of the National Employment Council for the
Food and Allied Industries.**

**ZVITENDO MATSIKA,
Chairman of the Meat, Fish, Poultry, Abattoir and Meat Processing
Employers Association.**

**SIKHUMBUZO SITHOLE,
President of the Meat, Fish, Poultry, Abattoir and Meat Processing
Workers' Union.**

**NGONI GAMBA,
Secretary of the Meat, Fish, Poultry, Abattoir and Meat Processing
Employers Association.**

**SIRETA DAMBANEVANA,
Secretary of the Meat, Fish, Poultry, Abattoir and Meat Processing
Workers' Union.**

FIRST SCHEDULE (*Section 4*)

GRADES

Grade A1

Artisan Aid
Bag sealer
Bone and blood-meal preparer
Carcass washer/Cleaner
Checker
Chill tanker
Clamps remover
Cleaner
Cleat remover
Counter
Cropper
General hand
Giblet chiller
Gizzard remover
Hanger
Hides treater
Hock cutter
Kitchen attendant/orderly
Labeller
Laundry hand
Loader/offloader
Neck cutter
Offal-cleaner
Offal separator/trimmer
Packer/wrapper
Pie-meat/pastry divider
Pie-wrapper
Pinner
Restrainer/Drover
Retort loader/off loader and stacker
Sanitation attendant
Sausage casing preparer
Sausage twister
Tallow renderer
Tea maker
Vent cutter
Vienna --skin remover

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Grade A2

Bio-security attendant
Boiler attendant
Bone crusher operator
Blood dryer operator
Can-seamer operator
Carcass marker
Carcass trimmer
Chill tank hanger
Curing cellar attendant
Dicer operator
Driver's assistant
Egg glazer
Electric bone saw operator
Evaporator operator
Halaal observer
Heat sealing machine operator
Ingest extractor
Labeling/Packing machine operator
Lard/dripping maker
Laundry machine operator
Livestock slapper
Meat ball machine operator
Mincing machine operator (manual)
Offal cleaning machine operator
Pastryroller
Pie-making machine operator
Pie-oven operator
Pig scraper/Poultry scalding/Fish scraper
Plant operator
Portion weigher
Sausage roll maker
Shrink wrapping machine operator
Slicing machine operator
Stunner
Sump-attendant
Uniform repairer
Uniform presser

Grade 2 continued

Vacuum sealing machine operator
Van sales assistant
Weigher

Grade A3

Can seam inspector
Band saw operator
Can filling machine operator
Carcass-sorter/sorting and traying hand
Filing clerk
Filler machine operator
Freezer attendant
Hoist machine operator
Internal security guard
Livestock eviscerator
Meat curer
Messenger
Mincing machine operator (heavy duty)
Office orderly
Order assembler
Poultry grader
Scalding tank operator
Stores Assistant
Strapping machine operator
Townsend peel operator weigher and recorder

Grade B1

Carcass divider/backsplitter
Carcass weigher
Cook
Cooker/smoker
Deli-assistant
De gutter
De-rinder machine operator
Filleter
Forklift driver
Freezer clerk
Maintenance hand
Maintenance stores clerk

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Grade B1 continued

Multivac machine operator
Pest control attendant
Pie wrapping machine operator
Skinning machine operator
Shop assistant
Skinner/flayer
Spiral freezer operator
Sticker/Bleeder
Tervopham machine operator

Grade B2

Canwheat machine operator
Blockman
Bawl cutter/chopper operator
Charge-hand
Deboner
Dispatch orders clerk
Driver class 4
Invoice clerk
Issuing/Receiving clerk
Livestock receiving clerk
Merchandiser
Maintenance administration clerk
Maintenance assistant
Personnel clerk
Production clerk
Quality control clerk
Quality checker
Tractor driver

Grade B3

Artisan assistant class 4
Brine injector operator
Data-capture operator
Driver up to 5 tonnes
Ingredients mixer
Retort operator

Grade B4

Artisan assistant class 3
Bus driver class 1
Cashier/Till operator
C.O.D van sales clerk
Counter sales clerk
Dispatch checker
Driver more than five tonnes
Leading hand/Foreman
Sales representative
Van salesman

Grade B5

Artisan assistant class 2
Exports clerk
Nurse Aid
Receptionist
Laboratory assistant
Stores control clerk

Grade C1

Cash book clerk
Creditors clerk
Debtors clerk
Reconciliation clerk
Stock controller

Grade C2

General accounts clerk
Quality inspector
Wages/Salaries clerk

Grade C3

Artisan Secretary
Security supervisor
Shop supervisor
Supervisor
Stores controller/supervisor

Grade C4

Personnel assistant

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SECOND SCHEDULE (Section 16)

WAGES AND ALLOWANCES

1. The parties agreed that the minimum wages for all employees falling under the scope of the NEC for the period 1st January, 2017 to 31st December, 2017, shall be as tabulated below:

Grade	January 2016 to December 2016 USD	January 2017 to December 2017 USD
A1	227,00	231,54
A2	235,00	239,70
A3	243,00	247,86
B1	257,00	262,14
B2	266,00	271,32
B3	275,00	280,50
B4	284,00	289,68
B5	293,00	298,86
C1	308,00	314,16
C2	322,00	328,44
C3	338,00	344,76
C4	352,00	359,04

Night Allowances

2. Night shift allowance has been increased from \$1,00 to \$2,00 effective 1st April, 2017.

3. —

Transport and housing

Allowance	1st January, 2016–31st December, 2016	1st January, 2017 to 31st December, 2017
Housing	\$65,00	\$65,00
Transport	\$44,00	\$44,00

- (i) Transport allowance will be paid to an employee who has physically reported for duty weekly, using the prevailing rates.
- (ii) The above clause does not apply to employees on maternity and sick leave.
- (iii) The employer shall pay transport for the days worked by an employee outside normal 22 working days i.e weekends and public holidays.
- (iv) Employers that provide for housing within the environs of the company operations shall be exempted from the transport allowance.

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- (v) Employees living within the two (2) km radius shall be exempted from the transport allowance.
- (vi) All other conditions of service remain the same.

Subsistence allowance

4. Subsistence allowances have been pegged at \$35,00 per day broken down as follows:

Accommodation	\$20,00
Breakfast	\$3,00
Lunch	\$5,00
Dinner	\$5,00
Incidentals	\$2,00

THIRD SCHEDULE (*section 29*)

GRATUITIES

<i>Length of service Years</i>	<i>Percentage of monthly wage on termination of employment</i>
1-4	20
5	23
6	24
7	25
8	26
9	27
10	28
11	29
12	30
13	31
14	32
15	33
16	34
17	35
18	36
19	37
20	38
21	39

**Collective Bargaining Agreement: Food and Allied Industries
(Meat, Fish, Poultry, Abattoir and Meat Processing Sector)**

<i>Length of service Years</i>	<i>Percentage of monthly wage on termination of employment</i>
22	40
23	41
24	42
25	43
26	44
27	45
28	46
29	47
30	48
31	49
32	50
33	51
34	52
35	53
36+	56

FOURTH SCHEDULE (Section 26)

LONG SERVICE AWARDS

<i>Duration</i>	<i>Percentage</i>
5 years	75 % of monthly wage and a certificate.
10 years	80%
15 years	85%
20 years plus	100%