

Collective Bargaining Agreement: Agricultural Industry

IT is hereby notified that the Collective Bargaining Agreement Set out in the Schedule which replaces the agreement in Statutory Instrument 116 of 2014 has been registered in terms of section 79 of the Labour Act [Chapter 28:01]:-

SCHEDULE

National Employment Council for the Agricultural Industry in Zimbabwe Collective Bargaining Agreement (Conditions of Service and Code of Conduct).

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), Commercial Farmers' Union (CFU), Zimbabwe Tea Growers' Association (ZTGA), Zimbabwe Tobacco Association (ZTA), Timber Producers' Association (TPF), Zimbabwe Sugarcane Employers Organisation (ZSEO), Zimbabwe Kapenta Producers Association (ZKPA), and Agro and Horticulture employer representatives (hereinafter referred to "the employers' organisations") 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 trade unions"), of the other part, being parties to the National Employment Council for the Agricultural Industry in Zimbabwe.

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1 Title, Scope and Application of Agreement

- (1) This Agreement may be cited as the National Employment Council for the Agricultural Industry in Zimbabwe Collective Bargaining Agreement (Conditions of Service and Code of Conduct).
- (2) This Agreement shall be binding on all employers and employees in the agricultural industry provided that this Agreement shall not apply to-
 - (a) special workers; or
 - (b) managerial employees; or
 - (c) independent contractors, except in so far as they may be employers or employees.
- (3) Each provision of this Agreement shall create a right or obligation, as the case may be, independently of the existence of other provisions, and no employer or employee may waive such right or obligation. Nothing herein contained, however, shall preclude an employer from granting to his employees a right greater than that provided for in this Agreement.
- (4) In the event of any provision of this Agreement being inoperative, or *ultra vires* of the parties or the Act, or regulations made there under, either before or after publication of this Agreement, this shall in no way affect the remainder of the Agreement which shall, in that event, constitute the Agreement.
- (5) The National Employment Council for the Agricultural Industry may translate this Agreement into any official language of Zimbabwe provided that, in the event of any inconsistencies between translations of this Agreement, the English text of this Agreement shall be regarded as the authoritative version of this Agreement.

2 Commencement of Operation

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This Collective Bargaining Agreement shall come into operation on the date of its publication in terms of section 80 of the Labour Act [*Chapter 28:01*].

3 Repeal of Previous Agreement

This Agreement shall repeal Statutory Instrument 116 of 2014 provided that this Agreement shall not repeal any other collective bargaining agreement, such as the Occupational Safety, Health and Environment Code and agreements setting minimum wages, capping, allowances and Council dues.

4 Interpretation of Terms

(1) In this Agreement, unless inconsistent with the context-

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

“agricultural industry” means the industry in which employers and employees are associated for the commercial 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. Agricultural industry shall also include horticulture, bee keeping-honey, crocodile farming, farm prawn, game farming, lumbering, saw milling and production of kapenta.

“annual shut-down” means a period of no less than twelve working days during which an establishment may suspend operations;

“capping” means the period after which a contract of fixed duration shall be deemed to be a contract without limitation of time;

“continuous service” means a period of unbroken service with an employer by an employee;

“contractor” means a person providing his 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;

“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 in 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 or this Agreement provided that an employment relationship shall be established;

- (a) in circumstances where even if the person performing the work or services supplies his own tools or works under flexible conditions of service and 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;

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“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, and includes-

- (a) the manager, agent or representative of such person who 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 and Other Business Entities Act [*Chapter 24:31*]; 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*], 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 stipulates a period of employment or a date of termination provided that no further notice to terminate the contract shall be required from either party to the contract.

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

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“he”, “him” and “his” refer equally to persons who are male and who are not male. The use of these words in this Agreement shall not be misconstrued to exclude or discriminate against persons who are not male.

“industry” means the agricultural industry;

“industrial holiday” means a public holiday;

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

“managerial employee” means an employee who, by virtue of his contract of employment or of his 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;

“National Employment Council” means the National Employment Council for the Agricultural Industry in Zimbabwe

“Occupational Safety, Health and Environment Code” means the collective bargaining agreement for agricultural industry gazetted as Statutory Instrument 197 of 2020 and any amendments made thereto.

“overtime” means any time worked outside the ordinary hours of work required in terms of section 8;

“permanent worker” means an employee who is employed indefinitely and whose contract of employment does not specify a date of termination or a duration of employment;

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“public holiday” means a day declared by the state as a public holiday in terms of the Public Holidays and Prohibition of Business Act (Chapter 10:21).

“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 system” means the system of employment wherein the employer sets tasks which the employees are expected to complete within their working hours and provides the employees with further remuneration for completion, within those working hours, of other tasks in addition to the set tasks;

“ticket system means the system of employment wherein remuneration of employees in not based on the time which the employees have tendered their service to the employer but is based on the completion of tasks allocated by the employer.

“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;

“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).

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

- (2) 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.

5 Administration of Agreement

- (1) The Council shall be responsible for the administration and enforcement 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 in the agricultural industry shall assist the Council 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.

6 Grading and Wages

- (1) An employer shall place each employee in a grade appropriate to his occupation in accordance with the First Schedule, and shall pay to such employee a wage of at least the amount prescribed by Council from time to time for the grade of the employee, and no employee shall accept less than that amount.
- (2) An employee who, at the date of commencement of a collective bargaining agreement setting minimum wages, is in receipt of a higher wage than the minimum wage prescribed for his particular occupation by such collective bargaining agreement shall not, by reason of that agreement, suffer any reduction in his wage.
- (3) An employee who is required to perform work in a lower grade than that in which he is normally employed shall be paid the wage applicable to the grade of work which he 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 is normally employed shall be paid the wage applicable to such higher grade immediately once he commences working in that higher grade for as long as he 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-
 - (a) the employee shall be paid the higher wage applicable to the grade in which he is placed from the commencement of work in such grade;
 - (b) the employer shall not require the employee to be on probation in the same operation more than once in any one year;
 - (c) after one month of probation, the employee shall return to his normal work or be promoted to the higher grade.
- (6) On promotion to a higher grade, an employee shall be paid-
 - (a) not less than the wage he last received prior to his promotion; or
 - (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 tendered his service to the employer but the employer was unable or unwilling to furnish him with work provided that this subsection shall not apply to any time not worked during a period of short-time working.
- (8) Notwithstanding subsection (7), an employee who is paid for time he has not worked due to conditions beyond the control of the employer, such as extreme weather conditions, may be required to make up such time not worked outside of normal working hours without any entitlements to further payment 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 employee's occupation 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 Secretary thereon; and

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- (c) the Secretary, after consultation with the Chairperson of the National Employment Council, shall determine an interim grade of the occupation, which shall be subject to ratification by the National Employment Council at its next meeting:

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

- (i) higher than the employee's current grade, he 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, it shall not be lawful for the employer to reduce the employee's current wages on the basis of the interim classification by the Secretary or the final grade by the National Employment Council.

7 Allowances

- (1) Allowances, in addition to an employee's basic wages, shall be paid in accordance with the provisions of the Second Schedule.
- (2) The Council may, from time to time, prescribe adjusted minimum amounts of the allowances provided in the Second Schedule, or any other types of allowances.

8 Hours of Work

- (1) The ordinary hours of work for employees shall not exceed **two hundred and eight (208)** hours per month.
- (2) 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.
- (3) Every employee shall receive at least one day off in each week.
- (4) An employee shall not be required to work on his day off, except in cases of emergency work and circumstances referred to in section 6(8) of this Agreement, provided that-
 - (a) no employees shall be required to work on his days off in successive weeks; and
 - (b) an employee required to work on his regular day off in cases of emergency work shall be entitled to an alternative day off.

9 Short-time Working

- (1) No employer shall place all or some of his 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 **not exceeding twelve months**, if they are 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.

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- (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 can apply to the National Employment Council to commence short-time working within a shorter working period.
- (3) The employee may, at any time during the months' notice referred to in subsection (2), give his employer notice of termination of his 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 provided that no employee shall receive less than sixty *per centum* of his current weekly wage.
- (5) Written approval of the National Employment Council 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.

10 Conversion of Rates

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.

11 Payment for Overtime

- (1) An employer shall pay for overtime worked on a day off at double the employee's current wage.
- (2) The employer shall remunerate an employee who is required to work on a public holiday for every hour or part of an hour of work 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 8.
- (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.

12 Deductions

- (1) No deduction or set-off of any description shall be made from any remuneration except—
 - (a) where an employee is absent from work on days other than industrial holidays or days of leave to which he is entitled, the proportionate amount of his remuneration 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

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- (c) where an employee has received an advance of remuneration due, the amount of such advance, up to an amount not exceeding twenty-five percent of the gross remuneration owed; or
 - (d) by written stop-order for contributions to insurance policies, pension funds, medical aid societies, burial 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 mutually agreed to between the parties concerned by written consent of an employee, for repayment of money lent by the employer on terms that have been mutually agreed to between the parties concerned;
 - (f) an amount recovered for payments made in error.
- (2) The aggregate amount of permissible deductions that may be made from the remuneration of any employee in any pay interval shall not exceed twenty-five per centum of the employee's gross remuneration for that interval provided that 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 paragraphs (a), (c), (e) or (f) of subsection (1).

13 Payment of Wages

- (1) Every employer shall pay wages, in cash, bank transfer or any other lawfully acceptable method of payment, to each employee within-
- (a) two days of the end of the week in the case of weekly paid employees; or
 - (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 within six working days of the end of the week in the case of weekly paid employees or within six working days of the end of the month in the case of monthly paid employees.
- (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 and a commitment to that effect shall be made by the employer to the employee in writing.
- (3) An employer shall provide his employee with written details regarding the make-up of his pay.

14 Task-work and Work on a Ticket System

- (1) It shall be permissible to give out work to employees on a task-work basis.
- (2) An employee employed on a task-work basis may, with the consent of his employer, complete work over and above his basic task, for which he shall receive an incentive bonus.
- (3) No employer shall give out, and no employee shall perform, work on a ticket system.

15 Incentive Schemes

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

16 Special Provisions: Seasonal Workers

- (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 an employee who was engaged as a seasonal worker is employed for more than six consecutive months in any period of twelve months, he shall be regarded as a permanent worker from the time when the six months are exceeded.
- (3) Seasonal workers shall receive wages and allowances which are no less than the wages and allowances prescribed by Council.

17 Vacation Leave

- (1) In this section -
 “qualifying service” in relation to vacation leave accrued by an employee, means any period of employment following the completion of the employee’s first year of employment with an employer.
- (2) Unless more favourable conditions have been provided for in any employment contract or in any enactment, paid vacation leave shall accrue in terms of this section to an employee at the rate of one twelfth of his qualifying service in each year of employment subject to a maximum accrual of ninety days paid vacation leave:
 Provided that, if an employee is granted only a portion of the total vacation leave which may have accrued to him, he may be granted the remaining portion at a later date, together with any further vacation leave which may have accrued to him at that date, without forfeiting any such accrued leave.
- (3) All 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 vacation leave and apply for sick leave.
- (5) Where an employee has no vacation leave accrued, he may be granted vacation leave without pay.

18 Special Leave

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 dependent;

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(f) on any justifiable compassionate ground;

19 Maternity Leave

- (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.
- (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 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.
- (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 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.

20 Public Holidays

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Subject to any other section, every employee shall be granted leave of absence on public holidays and shall be paid his current daily wage for every industrial holiday.

21 Benefits during Sickness

- (1) Unless more favourable conditions have been provided for in any employment contract or in any enactment, sick leave shall be granted in terms of this section to an employee who is prevented from attending his duties because he is ill or injured or undergoes medical treatment which was not occasioned by his 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, 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.

22 Contract of Employment

- (1) An employer shall inform every employee, in writing, upon engagement, of the nature of his contract, including-
 - (a) his grade; and
 - (b) his 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) 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 of the contract on due date shall be required from either party.

- (3) A contract of employment that does not specify its duration or date of termination, other than a contract for casual work or seasonal work or for the performance of some specific service, shall be deemed to be a contract without limit of time provided that a casual worker shall be deemed to have become an employee on a contract of employment without limit of time on the day that his period of engagement with a particular employer exceeds a total of six weeks in any four consecutive months.
- (4) Whenever an employee has been provided with accommodation directly or indirectly by his employer, the employee shall not be required to vacate the accommodation before the expiry of a period of one month after the date on which the employee's employment is terminated.

23 Continuous Service

- (1) Subject to any enactment, regulation or collective bargaining agreement, 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 employment in the establishment, his 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 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.

24 Record of Service

- (1) An employee whose services are terminated, for any cause whatsoever, may request a record of service from his employer.
- (2) The record of service supplied shall specify the period of service served and the occupation of the employee.

25 Gratuity on Termination of Employment

- (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, as set out in the Third Schedule, of his current monthly wage on termination of employment by the number of completed years of continuous service.

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- (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 estate the sum which the employee would have received if his contract of employment had terminated on the day of his death.
- (4) Notwithstanding the provisions of subsections (2) and (3), no gratuity shall be payable to employees who, through provision made by their employers, are entitled to compensation from a **private pension scheme** (registered as a pension fund in terms of the Pension and Provident Funds Act, [Chapter 24:09]) which provides benefits which are not less favourable than those prescribed in this section provided that if the employer had not made provision for compensation from both a private pension scheme and the National Social Security Authority's Pension and Other Benefits Scheme, the employee shall be paid gratuity.
- (5) An employee who reaches the age of sixty years may be required by the employer to retire.
- (6) Upon retirement, an employee shall be paid all wages, leave pay and gratuities due to him in terms of subsection (2).

26 Availability of Agreement

Every employer shall exhibit a copy of this Agreement and all amendments thereto in a place easily accessible to every employee.

27 Code of Conduct

- (1) The National Employment Council for the Agricultural Industry in Zimbabwe Employment Code of Conduct: Disciplinary Code and Grievance Procedure., which is provided in the Seventh Schedule of this Agreement, shall be the employment code of conduct of the agricultural industry and it shall be binding on all employers and employees in the industry:
Provided that an organisation within the agricultural industry may adopt an employment code of conduct which is applicable to the organisation and that any such code of conduct shall be consistent with the National Employment Council for the Agricultural Industry in Zimbabwe Employment Code of Conduct: Disciplinary Code and Grievance Procedure.
- (2) All disciplinary and grievances cases shall be dealt with in accordance with National Employment Council for the Agricultural Industry in Zimbabwe Employment Code of Conduct: Disciplinary Code and Grievance Procedure.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.

28 Council Dues

- (1) Council dues shall consist of contributions which are prescribed by the Council and approved by the Minister and such contributions shall be made by every employer and employee in the industry to the Council for such purposes as are provided for in the Council's Constitution.
- (2) Every employer shall complete and return to the Council on a monthly basis:
 - (a) the form as set out in the Fourth Schedule (and/or any other form which may be prescribed by Council);
 - (b) the appropriate payment or proof of payment;

Collective Bargaining Agreement: Agricultural Industry

- (c) payroll summary; and
- (d) any other document which may be prescribed by Council from time to time.

29 Exemptions

The Council may, at 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 on reasonable grounds. Such exemption may be revoked or amended by the Council, at its discretion.

30 Penalties

This Agreement reaffirms section 82 (3) of the Labour Act, [Chapter 28:01], which reads-

“Any person who fails to comply with a collective bargaining agreement which is binding upon him shall, without derogation from any other remedies that may be available against him 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.”

31 Declaration

The employer’s organisation and trade union having arrived at the agreement set forth herein, the officers of the Council cited hereunder hereby declare that the foregoing is the agreement arrived at.

Dated XXXXX.

.....
F. Zondo
CHAIRMAN

.....
P. Chingwe
VICE-CHAIRMAN

.....
D. Madyausiku
CHIEF EXECUTIVE OFFICER

**FIRST SCHEDULE
GRADING**

Subject to further collective bargaining agreements by NEC Agriculture on grading of employees, occupations in the agricultural industry shall be graded as follows:

Grade A1

Ablution/Sanitation worker
Baler
Box maker/Folder
Building maintenance hand (Timber)
Cane Cutter
Cane Picker
Canteen/Beer halls hand
Carcass washer
Chain hand
Chain issuer
Cleaner
Coal lasher
Cold room attendant/fridge attendant
Cold room cleaner
Compound village worker
Crop attendant
Crop guard/watchman
Debarking hand
Drum cleaner
Drying rack attendant
Egg collector
Extraction hand
Farm tidy hand
Fencing attendant
Gardner
General hand
General hand – chain hand
General worker – cane cutter
Groundsman
Herdsman
Hides man
Hoist operator
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

Collective Bargaining Agreement: Agricultural Industry

Resin hand
Sawmilling hand
Scraper
Silk cocoons reeler
Silk worm rearer

Grade A1 (continued)

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
Wattle extraction hand (timber)
Winery attendant
Workshops hand (timber)

Grade A2

Artisan assistant
Assistant electrician
Assistant to beekeeper
Augerman delivery hand
Bag sealer
Basket carrier
Groom 1
Basket carrier
Birds washer
Bleeder
Boiler house worker
Bricklayers assistant
Brisket cutter
Budder
Bundle receptor
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/Disabled/Aged minder
(with or without domestic duties)
Choker
Coffee grader

Collective Bargaining Agreement: Agricultural Industry

Commis/Learner cook
Commis/Learner waiter
Compost worker
Conveyer attendant
Cooker operator assistant
Counterv
Crane Assistant
Crocodile meat packer/Handler

Grade A2 (continued)

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
Furrow irrigator
Gate attendant
Giblets stuffer
Grader
Grader/Picker
Groom 1
Guard
Hatchery worker
Heat sealer operator
Herbicide sprayer
Hogger minder (timber)
Housekeeper
Housemaid/Domestic worker
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

Collective Bargaining Agreement: Agricultural Industry

Mushroom cutter
Mushroom picker
Offal collector
Office orderly
Petfood handler
Plucker
Plumber assistant
Portion dresser
Premixer's attendant
Premixer's assistant
Pump hand/attendant
Grade A2 (continued)
Ranger
Receiver
Sausage maker
Sawshop assistant
Scale assistant
School irrigator
Skinner flayer
Spinchiller attendant
Skinner/Flayer
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
Check grader/Quality checker
Chemical mixer
Chipper panel operator
Clerk 1
Compound police
Concrete mix operator
Cook
Crocodile hides scraper
Crocodile pen attendant

Collective Bargaining Agreement: Agricultural Industry

Crocodile breeder attendant
De-stacker operator
Dispatch assistant (timber)
Drier attendant/Stoker
Filleting machine operator
Fingerjoint press operator
Finisher operator
Fish handler/Sexer
Fish reaper/Harvester
Forest guard
Fryman/Trout attendant
Grade A3 (continued)
Game scout
Glue applicator
Glue room attendant
Groom 2
Hammerhill operator/soya cooker attendant
Hot box attendant
Houseman
Irrigation hand (centre pivot and drip irrigation)
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
Ostrich breeder attendant
Ostrich chick attendant/Ostrich handler/Ostrich chick minder
Pasteuriser attendant
Pelleting/Press operator
Pinboner/Deboner
Pivot irrigator
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

Collective Bargaining Agreement: Agricultural Industry

Stores issues clerk (timber)
Tally checker
Tally clerk (timber)
Trimming Tablet operator
Tyre fitter
Village health worker (timber)
Waitress/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
Bee-keeper
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
Front-end loader driver
Fort-lift/Slide loader driver
Front-end loader/Drag line operator
Groom 3/Work rider
Guest house cook
Handyman
Hatching machine operator
Kiln operator
Lance corporal

Collective Bargaining Agreement: Agricultural Industry

Light vehicle driver (timber)

Log carriage operator

Maintenance operator 1:

untested or unclassified but with house skills:

auto electrical; 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

Grade B1 (continued)

Plantation chargehand (timber):

agriculture

communications

fire protection

nursery

resin

silviculture

thinning

veneer harvesting

Pole grader

Receptionist/Telephonist

Sawmill chargehands:

depot

dispatch

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 sales person

Tele logger operator

Telephone operator

Collective Bargaining Agreement: Agricultural Industry

Timber grader
Timber quality checker
Time keeper/Time Checker
Towed grader operator
Tractor driver (trailer work)
Tractor driver (timber)
Trading storekeeper
TRU grader operator (timber)
Tyre serviceman (timber)
Water Recorder
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
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)
Tractor Driver (Sugarcane sector)
Transport Clerk (timber)
Typist/receptionist
Welfare attendant

Grade B3

Collective Bargaining Agreement: Agricultural Industry

Artisan
Assistant lab technician
Assistant surveyor
Builder/Bricklayer
Bulldozer operator (timber)
Cane supervisor 3
Class 4 semi-skilled worker/Handyman (timber):-
 Auto electrician
 Boiler
 Electrician
 Fitter
 Mechanic
 Painter
 Plumber/Saw doctor
 Welder

Grade B3 (continued)

Clerk 4
Computer data capture (timber)
Combine Harvester Operator (Sugarcane)
Dairy supervisor
Electrician
Front end loader operator (Timber)
Fuel attendant
Green chain chargehand
Handyman communication
Health Representative
Hygiene controller
Maintenance handyman (timber)
Maintenance operator 3 or all trades tested (class 3)
Mechanic
Mechanical stress grading machine operator
Motorised grader operator
Nurse aid
Production chargehand
Plumber
Security corporal/Chargehand (timber)
Senior Clerk (timber)
Senior Lab assistant
Skidder operator
Storeman
Welder
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)

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Class 3 Semi Skilled Worker/Handman (Timber):-

Auto electrician
Boiler fitter
Electrician
Fitter
Mechanic
Plumber
Saw Doctor
Turner
Welder

Clerk 5

Combine harvester driver

Confidential secretary

Driver (heavy duty)

Estate secretary (timber)

Factory foreman

Foreman

Guide (unlicensed)

Lorry driver

Maintenance foreman

Maintenance Operative 4 Or All Trades Tested (Class 2)

Meat Grader

Plant operator

Plantation Supervisor (Timber):-

Boiler supervisor
Civiculture supervisor
Drymill
Drystore supervisor
Kiln supervisor
Harvesting
Extraction supervisor
Resin supervisor
Sawmill supervisor (Timber)
Skyline extraction
Wetmill supervisor

Sawmill training instructor

Secretary

Security sergeant/supervisor (Timber)

Sergeant

Sergeant (scouting and tracking)

Stores supervisor

Supervisor

Timber grading supervisor (Timber)

Trading store (Timber)

Workshop clerk stores supervisor (Timber)

Zone clerk

Grade B5

Cane supervisor 5

Cashier

Class 2 Semi Skilled Worker/Handyman (Timber):-

Auto electrician

Boiler fitter

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Electrician
Fitter
Mechanic
Plumber
Saw Doctor
Turner
Welder
Coffee pulper supervisor
Estate secretary (Timber)
Factory supervisor
Field supervisor
Lake supervisor
Meat inspector
Quality controller
Section head
Senior foreman
Senior production clerk (Timber)
Senior sergeant
Silk weaver
Supervisor/Senior foreman

Grade C1

Building supervisor
Chef Supervisor
Haulage Supervisor
Irrigation Supervisor
Lab supervisor
Security supervisor
Sergeant supervisor
Transport supervisor
Estate Head Clerk
Maintenance Operative 5 Or All Trades Tested (Class1)
School Clerk (Finance)
Senior Maintenance Operative

Grade C2

Estate head clerk
Farm Clerk
Head Supervisor
Maintenance operative 5 or all trades tested (class 1)
Senior maintenance operative

Collective Bargaining Agreement: Agricultural Industry

SECOND SCHEDULE**ALLOWANCES**

In addition to basic wage earnings, employers shall provide their employees with the following allowances, subject to the terms of any other enactment or collective bargaining agreement of NEC Agriculture:-

ALL SUB SECTOR ALLOWANCES IN THE AGRICULTURAL INDUSTRY	NEW MONTHLY ALLOWANCES ZWL \$
TYPE OF ALLOWANCES	
Transport	Actual cost to be paid by the employer
Accommodation	400
Fuel	120
Light	175
Dog Handling (for employees who have been required to handle dogs as part of their duty)	5% of employee's basic monthly wage
Firearm (for employees who have been required to handle firearms as part of their duty)	5% of employee's basic monthly wage
Travel and Subsistence	Actual cost to be paid by the employer

The employer and employee parties further agreed that in instances where an employer and employee in the agricultural industry agree that the employee shall construct, at the premises of the employer, accommodation which the employee will occupy during the tenure of his/her employment, the employer shall pay the employee concerned a once-off accommodation construction allowance which is no less than the employee's basic wages for fourteen days of work at the time of payment.

Other Allowances

Risk/Danger

Rotational shift work

Production

Bicycle

The value of these allowances may be adjusted by Council from time to time.

Collective Bargaining Agreement: Agricultural Industry

THIRD SCHEDULE**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
26	31
27	32
28	33
29	34
30	35
31	36
32	37
33	38
34	39
35	40

FOURTH SCHEDULE

**NATIONAL EMPLOYMENT COUNCIL
FOR THE AGRICULTURAL INDUSTRY IN ZIMBABWE**

DECLARATION OF DUES FOR THE MONTH

Jan **Feb** **Mar** **Apr** **May** **June** **July**
Aug **Sept** **Oct** **Nov** **Dec** **Year** 20.....

Completed returns together with remittance/proof of payment and payroll summary must be sent to:

**The Chief Executive Officer
PHYSICAL ADDRESS**

6 Cottenham Avenue
Greencroft
Harare
E-mail: finance@necagriculture.co.zw, accounts@necagriculture.co.zw
Telephone: 0242 - 303669/339890/334472/3

POSTAL ADDRESS

National Employment Council for the
Agricultural Industry in Zimbabwe
P.O Box WGT 312
WESTGATE
Harare

This form must be returned by the 10th of each month

Account Number

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

Tick (✓) Your Sector: - Agro General Agriculture Horticulture Kapenta Timber
 Tea & Coffee Sugarcane

Employees	CITIZEN		EXPATRIATES		TOTAL	
	MALE	FEMALE	MALE	FEMALE		
Number of permanent, seasonal, casual and fixed term contract employees						
Total Basic pay					\$	c
Permanent, seasonal, casual and fixed term contract employees' contribution (2.5% of basic pay)					\$	c
Employers' contribution (2.5% of basic wage bill)					\$	c
Arrears					\$	c
Total contribution (including arrears) to the council					\$	c

Collective Bargaining Agreement: Agricultural Industry

I.....declare the information contained herein to be true to the best of my knowledge and I understand that supplying false information herein, whether intentionally or negligently, may result in criminal and/or civil liability.

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

NB

1. You are required to declare **PERMANENT, SEASONAL, CASUAL** and **FIXED TERM CONTRACT EMPLOYEES** that are currently employed by you.
2. Council dues are 5% of the total basic monthly wages/salaries of all employees as per the agreement entered between employer and employee representatives. The employer shall deduct 2.5% of each employee's basic monthly wages/salary and remit these deductions to the Council, together with the employer contribution which will be the balance remaining on the payable dues after employees' contributions. Full remission of the dues shall be done by the employer. **Defaulters will be prosecuted.**
3. Please indicate any arrears being paid in the box above. Interest shall apply on all arrears at 10% *per annum*, accruing daily from the due date of payment to the date of full payment of outstanding dues and interest.
4. Transfer and direct deposits should be made payable to **NEC AGRICULTURE**. Bank details: **Stanbic Bank, Belgravia Branch, Harare Account Number - 9140002333375 OR First Capital Bank, Westgate Branch, Harare Account Number - 21195001103. Ecocash Merchant code: Harare Branch 281821, Bulawayo 281823, Marondera 281825, Chinhoyi 281827, Mutare 281829, Chiredzi 279948**
5. Photocopies of proof of payments must be submitted together with the declaration form to NEC Agriculture for reconciliation purposes of your account. (Please quote your Account Number)
6. This return form should be completed in **DUPLICATE** with other copy to be retained by the employer.

DRAFT COPY

FIFTH SCHEDULE
Trade Union Dues/Stop Order Form

FORM 1

GAPWUZ STOP ORDER FORM

14 Sanders House
4th Floor
Corner 1st Street & Jason Moyo
HARARE

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:

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
\$.....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]), 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.*

Collective Bargaining Agreement: Agricultural Industry

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Seventh Schedule

National Employment Council for the Agricultural Industry in Zimbabwe Employment Code of Conduct: Disciplinary Code and Grievance Procedure

INDEX

Section

1. Title
2. Interpretation
3. Purpose and Aims of the Code
4. Application of the Code
5. Disciplinary Procedure
6. Grievance Procedure
7. Appeals and Reviews
8. Disciplinary Authority
9. Grievance Authority
10. Referral of claims to the National Employment Council for the Agricultural Industry in Zimbabwe

Annexure

- I Category and Definition of Offences
- II Penalties
- III Notification to Attend Disciplinary Hearing
- IV Outcome of Disciplinary Hearing
- V Referral to Grievance Authority
- VI Report of the Grievance Authority
- VII Referral of Claim to the National Employment Council for the Agricultural Industry in Zimbabwe

1 Title

This employment code of conduct may be cited as the National Employment Council for the Agricultural Industry in Zimbabwe Employment Code of Conduct: Disciplinary Code and Grievance Procedure (hereinafter referred to as 'the Code').

2 Interpretation

In this Code-

“Act” refers to the Labour Act [*Chapter 28:01*].

“accused” refers to an employee who is alleged to have committed an offence.

“Disciplinary Authority” refers to the Disciplinary Authority formed and appointed in terms of section 8 of this Code.

“disciplinary procedure” refers to the disciplinary procedure set out in section 5 of this Code.

“grievance” refers to a feeling or belief that an injustice or unfair labour practice has been suffered. It includes complaints which are lodged by employees in relation to their employment situation.

“Grievance Authority” refers to the Grievance Authority formed and appointed in terms of section 9 of this Code.

“grievance procedure” refers to the grievance procedure set out in section 6 of this Code.

“he”, “him” and “his” refer equally to persons who are male and who are not male. The use of these words in this Code shall not be misconstrued to exclude or discriminate against persons who are not male.

“industry” refers to the agricultural industry.

“minute taker” refers to an independent person who will record disciplinary hearing or grievance proceedings in writing.

“offence” refers to an act which constitutes misconduct in the agricultural industry. Offences are listed, defined and categorised in Annexure I of this Code.

3 Purpose and Aims of the Code

This Code seeks to provide for—

- (a) the principles governing the conduct and settlement of disciplinary cases and grievances at the work place;
- (b) the investigation of disciplinary cases and grievances in a fair and unbiased manner;
- (c) rights and duties of employers in disciplinary and grievance procedures;
- (d) rights and duties of employees in disciplinary and grievance procedures;
- (e) rights and duties of workers’ committees and trade unions in disciplinary and grievance procedures;
- (f) the setting out of offences and penalties within the agricultural industry;
- (g) procedures for the better and uniform handling of disciplinary and grievance matters;
- (h) the fundamental principle of being corrective instead of being punitive;
- (i) the prompt settlement of cases at the work place;
- (j) the promotion of natural justice in disciplinary and grievance procedures; and
- (k) the promotion of good industrial relations at the work place.

4 Application of the Code

- (1) This Code shall be binding on all organisations within the agricultural industry.
- (2) This Code shall not be misconstrued to preclude an organisation within the agricultural industry from adopting an employment code of conduct which is applicable to the organisation provided that any such code of conduct shall be consistent with this Code. Any organisation's employment code of conduct which is inconsistent with this Code shall be invalid to the extent of such inconsistency.

5 Disciplinary Procedure

- (1) Where the employer has a reasonable suspicion that an employee has committed an offence, he shall cause an investigation to be conducted on the alleged offence provided that-
 - (a) the employer may appoint any person to carry out the investigation on the alleged offence on condition that such person shall submit to the employer the findings of his investigation in writing within a reasonable time after the completion of the investigation and further he shall not be biased or have an interest in the matter;
 - (b) during the investigation, the accused shall be given the opportunity to answer to allegations of his offence in writing and any response given by the accused shall form part of the findings of the investigation;
 - (c) the person investigating the alleged offence may question any persons who may be able to provide relevant information on the allegations;
 - (d) the person investigating the alleged offence shall be granted reasonable access to any records of the employer to the extent that access to such records will assist in the investigation; and
 - (e) subject to subsection (2), any investigation and disciplinary hearing on the alleged offence of the accused shall be completed within thirty calendar days of the day on which the investigation commenced.
- (2) Where the employer reasonably believes that the alleged offence of the employee may have or may have had the effect of causing serious prejudice to the financial or operational interests of the employer and/or where the employer reasonably believes that the attendance of the employee concerned at work may compromise investigations into the latter's alleged offence, he may suspend the employee with or without pay pending investigations into the alleged offence, provided that-
 - (a) the employee concerned shall be informed in writing of his suspension, the reasons and duration of the suspension, and any remuneration and benefits he will receive during suspension;
 - (b) no employee may be suspended for a period longer than fourteen calendar days;
 - (c) the investigation into the employee's alleged offence and disciplinary hearing, if any, shall be completed within fourteen calendar days of the start of the employee's suspension or thirty calendar days of the commencement of the investigation, whichever comes earlier; and
 - (d) where the Disciplinary Authority does not hand down a penalty of dismissal at the end of the disciplinary hearing or the employer determines that there shall be no disciplinary hearing upon evaluating the findings of an investigation on the accused's alleged offence, the employee concerned shall be entitled to remuneration for the period during which he was suspended without pay.

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- (3) Upon conclusion of the investigation, the employer shall evaluate the findings of the investigation and may –
- (a) determine that there are no reasonable grounds to believe that the employee committed an offence. The employer shall lift any suspension on the employee within forty-eight hours of making such a determination; or
 - (b) determine that there are reasonable grounds to believe that the employee committed an offence but the alleged offence is too trivial to warrant further disciplinary action. In such case, the employer shall lift any suspension on the accused within seventy-two hours of making such determination. Furthermore, the employer may issue a reprimand to the accused where he finds such action necessary, provided that such reprimand shall not be noted in the employee's employment file nor shall the reprimand be equated to any penalty which may be imposed pursuant to a disciplinary hearing; or
 - (c) determine that there are reasonable grounds to believe that the employee has committed an offence. Thereupon, the employer shall cause a disciplinary hearing to be conducted on the alleged offence of the employee so that the guilt of the employee, and any appropriate penalty, may be determined therein.
- (4) Where the employer has determined that a disciplinary hearing be conducted to hear the matter of an employee's alleged offence, the employer shall give written notice to the Disciplinary Authority, which has been formed and appointed in terms of section 8 of this Code, of:
- (a) the offence that the employee is alleged to have committed;
 - (b) the factual background supporting the basis of the allegation;
 - (c) any evidence established during the investigation which indicates that the employee committed the offence and of any evidence found during the investigation which may exonerate the employee concerned; and
 - (d) the person who shall represent the employer at the disciplinary hearing as complainant.
- (5) Where the Disciplinary Authority has received the notice of the employer referred to in subsection (4), the Disciplinary Authority shall –
- (a) schedule a date, time and venue for the disciplinary hearing;
 - (b) notify the complainant of the date, time and venue of the disciplinary hearing;
 - (c) notify the accused in writing (in the form provided in Annexure III) of the date, time and venue of the disciplinary hearing to be conducted on the accused's alleged offence at least three working days' before the date of the disciplinary hearing. In such notice, the Disciplinary Authority shall also inform the accused of:
 - i. the offence that the accused is alleged to have committed and the factual background supporting the allegation;
 - ii. any evidence gathered during the investigation which supports allegations of an offence on the part of the accused;
 - iii. any evidence found during the investigation which may exonerate the accused;
 - iv. the person who shall act as complainant on the part of the employer at the disciplinary hearing; and
 - v. the rights referred to in subsection (8) which the accused will have in the course of the disciplinary hearing.
 - (d) avail a copy of this Code, whether electronically or in print, to the accused at least three working days before the date of the disciplinary hearing.

- (6) At the commencement of the disciplinary hearing, the Disciplinary Authority shall
- (a) read the allegations made against the accused;
 - (b) read and explain briefly to the accused the rights listed in subsection (8); and
 - (c) ask the parties if there are any procedural irregularities in the investigation and disciplinary hearing, such as insufficient notice of the proceedings. The Disciplinary Authority shall address and/or take any necessary action to resolve any procedural irregularities raised by the parties before the disciplinary hearing may continue.
- (7) Having addressed and/or resolved any procedural irregularities raised by the parties in terms of subsection (6), the disciplinary hearing may proceed whereupon the Disciplinary Authority shall ask if the accused admits guilt in respect of the alleged offence, provided that –
- (a) where the accused admits guilt, the Disciplinary Authority shall ask the accused to explain the basis for his guilt. Where the Disciplinary Authority is satisfied that the explanation of the accused provides a sufficient basis for guilt, the Disciplinary Authority shall hear aggravating and mitigating factors from the parties and hand down a penalty in line with the provisions of Annexure II. Where the Disciplinary Authority is not satisfied that the explanation of the employee provides a sufficient basis for the accused's guilt, the disciplinary hearing shall proceed as if the accused has not admitted guilt;
 - (b) where the accused does not admit guilt, the disciplinary proceedings shall continue in the following order:
 - i. the complainant shall provide a summary of its case against the accused employee;
 - ii. the accused shall provide a summary of his defence;
 - iii. the complainant shall state and explain in detail the case against the accused;
 - iv. the complainant may call and question witnesses, who may be cross-examined by the accused;
 - v. when the complainant has presented the case against the accused, and its witnesses, if any, have been questioned and cross-examined, the accused shall explain his defence in detail;
 - vi. the accused may call and question witnesses, who may be cross-examined by the complainant;
 - vii. where the complainant and the accused have concluded presenting their cases and there are no further witnesses to be called, the Disciplinary Authority shall deliver a finding on the guilt of the accused, granted that the Disciplinary Authority may adjourn the disciplinary hearing for a period of no longer than twenty-four hours to evaluate all submissions and determine the guilt, if any, of the employee;
 - viii. where the Disciplinary Authority finds that the accused is not guilty of an offence, the Disciplinary Authority shall inform the complainant and the employee of his findings at the disciplinary hearing;
 - ix. where the Disciplinary Authority finds that the accused is guilty of the offence, the Disciplinary Authority shall inform the accused of his

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finding and the penalty ordinarily applicable for his offence in terms of Annexure II. The Disciplinary Authority shall then afford the employee and complainant the opportunity to give mitigating and aggravating factors respectively before handing down a penalty, granted that, upon the request of either party, the Disciplinary Authority may adjourn the disciplinary hearing for no more than two hours to allow the parties to prepare mitigating and aggravating factors, as appropriate. Upon a consideration of the mitigating and aggravating factors, the Disciplinary Authority shall grant an appropriate penalty, granted that the Disciplinary Authority may adjourn the disciplinary hearing for no more than one hour to evaluate all mitigating and aggravating factors and decide on an appropriate penalty;

- x. the Disciplinary Authority shall, by means of the form supplied in Annexure IV, provide the complainant and the employee with the reasons, in writing, for the Disciplinary Authority's finding and any penalty imposed on the accused and the record of the proceedings of the disciplinary hearing, within twenty-four hours of the conclusion of the disciplinary hearing.

(8) In the course of the disciplinary hearing, the employee shall have the right to:

- (a) appear in person to answer to charges made against him;
- (b) be heard before an impartial and independent Disciplinary Authority;
- (c) be represented by another employee, a workers' committee member, trade union or legal practitioner on condition that an employee shall bear the expense of being represented by a trade union or legal practitioner and that no person may represent the employee without the latter's consent;
- (d) call, question and cross-examine witnesses;
- (e) address in mitigation before a penalty is imposed;
- (f) be informed in writing of the reasons for a decision made in and pursuant to a disciplinary hearing; and
- (g) be given a written record of the disciplinary hearing.

(9) The Disciplinary Authority may, during the disciplinary hearing, question the accused, complainant and witnesses to form an understanding of issues presented to the Disciplinary Authority in the disciplinary hearing.

(10) The Disciplinary Authority may summon any employee of the employer to a disciplinary hearing where such employee may provide testimony on matters before the Disciplinary Authority, provided that the Disciplinary Authority, complainant and accused may question or cross-examine the summoned employee on his testimony.

(11) Disciplinary hearings shall not be open to the public unless the Disciplinary Authority finds that it is just and equitable to open the proceedings to the public and the employer and accused consent expressly and in writing for the hearing to be open to the public.

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(12) No disciplinary hearing may be conducted more than once in respect of the same cause of action, provided that an Appeal and Review Authority and the National Employment Council for the Agricultural Industry in Zimbabwe may remit an issue for hearing before the Disciplinary Authority.

(13) No employee may be suspended without pay where an investigation is launched for a second or subsequent time in respect of the same cause of action.

6 Grievance Procedure

(1) An employee who believes that he has been subject to an unfair labour practice or unfair treatment in the workplace shall refer such grievance to the employer. Within four days of the referral, the employer shall resolve the grievance or adopt remedial measures to progressively address the grievance.

(2) If the grievance referred to in subsection (1) remains unresolved within four days of its referral or the employee is not satisfied with the employer's resolution or the remedial measures adopted by the employer, the employee shall, in the form supplied in Annexure V, refer the matter to the Grievance Authority which has been appointed and constituted in terms of section 9 of this Code.

(3) The Grievance Authority will investigate referred grievances and may, in its investigation, interview all parties involved and any witnesses to the matter.

(4) In the course of its investigation, the Grievance Authority shall be entitled to reasonable access of any records held by the employer to the extent that such access will assist in its investigation.

(5) The Grievance Authority may call parties who are relevant to the grievance, including the aggrieved parties, any employees implicated in the grievance and any witnesses, to a hearing where the Grievance Authority may question the parties and may attempt to mediate the matter.

(6) Within fifteen calendar days of the matter's referral, the Grievance Authority shall submit to the aggrieved employee and the employer a report, in the form of Annexure VI, containing its findings and recommended actions to resolve the grievance or similar future grievances.

(7) Within three working days of receiving the report from the Grievance Authority, the employer shall determine the parts of the Grievance Authority's recommended actions to be adopted, including the recommended actions to be adopted with modification, and shall inform the employee who referred the grievance and the Grievance Authority in writing of the actions adopted by the employer and, where applicable, the reasons for which some actions recommended by the Grievance Committee have not been adopted or shall be adopted with modification.

(8) The parts of the Grievance Committee's report which were adopted by the employer shall be binding, as modified, on the employer's enterprise.

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- (9) An employee may be represented in the grievance procedure by a fellow employee, a workers' committee member, a trade union or a legal practitioner provided that the employee shall bear the expense of being represented by a trade union or legal practitioner and that no person may represent the employee without the latter's consent.

7 Appeals and Reviews

- (1) Any organisation within the agricultural industry may, by means of an employment code of conduct or other collective bargaining agreement, establish its own internal appeal and review process by which:

- (a) an employee may appeal a decision made by the Disciplinary Authority on the guilt of the employee or in the course of a matter where the employee was the accused; or
- (b) an employee may seek a review of procedures undertaken in respect of a matter involving an offence which was committed or alleged to have been committed by the employee; or
- (c) an employee may appeal the decision made by the Grievance Authority on the grievance of the employee or in the course of handling, investigating or hearing a grievance raised by the employee; or
- (d) an employee may seek a review of procedures undertaken in respect of a grievance raised by the employee; or
- (e) an employee may seek an appeal of the employer's determination of the parts of the recommendations of the Grievance Authority which shall be binding on the employer's enterprise.

- (2) Any employment code of conduct or other collective bargaining agreement establishing an internal appeal and review process in terms of subsection (1) shall provide for:

- (a) the establishment and composition of an Appeal and Review Authority which shall be responsible for adjudicating internal appeals and reviews and ensuring compliance with appeal and review procedures provided in the appropriate employment code of conduct or other collective bargaining agreement;
- (b) the procedures to be followed for an appeal and/or review to be sought and heard, including the time within which appeals and reviews shall be lodged and disposed of;
- (c) the notification to the employee concerned and the employer of the commencement of appeal and/or review proceedings;
- (d) the right of the employee concerned to be heard by the Appeal and Review Authority referred to in paragraph (a) before any decision on the appeal or review is made;
- (e) the discretion of the Appeal and Review Authority referred to in paragraph (a) to vary, set aside or substitute any decision taken by the Disciplinary Authority and Grievance Authority;
- (f) the discretion of the Appeal and Review Authority referred to in paragraph (a) to vary, set aside or substitute any determination of the employer on the parts of the recommendations of the Grievance Authority which shall be binding on the organisation;
- (g) the discretion of the Appeal and Review Authority referred to in paragraph (a) to remit an issue to the Disciplinary Authority or Grievance Authority, as appropriate;
- (h) the discretion of the Appeal and Review Authority referred to in paragraph (a) to remit to the employer an issue concerning a determination on the parts of the

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recommendations of the Grievance Authority which shall be binding on the organisation;

- (i) the limitation on the Appeal and Review Authority referred to in paragraph (a) from imposing a penalty more severe than that imposed by the Disciplinary Authority; and
- (j) a written record or summary to be made of any appeal and/or review proceedings, and decisions taken pursuant thereto, which record or summary shall be made at the time such proceedings and decisions are taken and shall be provided timeously to the employer and employee.

(3) No employment code of conduct or other collective bargaining agreement establishing internal appeal and review processes in terms of subsection (1) shall provide for more than two internal appeal and review processes in respect of the same matter.

8 Disciplinary Authority

(1) Where the employer has determined that a disciplinary hearing be conducted to hear the matter of an employee's alleged offence, he shall notify the employee and the workers' committee, if existent, in writing of such determination and thereafter, a Disciplinary Authority shall be formed and appointed to:

- (a) preside over the disciplinary hearing;
- (b) ensure that the disciplinary hearing is conducted in a manner consistent with the provisions of this Code;
- (c) perform any functions assigned to the Disciplinary Authority in terms of this Code; and
- (d) perform any duties incidental to the functions of the Disciplinary Authority.

(2) Upon the notice of the employer referred to subsection (1), the Disciplinary Authority shall be formed and appointed as follows:

- (a) In an organisation which has a workers' committee, the Disciplinary Authority shall constitute of two persons appointed by the employer and two employees appointed by the workers' committee. The members of the Disciplinary Authority who are appointed by the workers' committee shall elect a Chairperson of the Disciplinary Authority from amongst the two persons appointed by the employer into the Disciplinary Authority.
- (b) In an organisation without a workers' committee or where the workers' committee declines to appoint any members of the Disciplinary Authority, the Disciplinary Authority shall constitute of one person appointed by the employer and an employee appointed by the accused, provided that if the accused declines to appoint a member of the Disciplinary Authority, the employer shall appoint a person to act as the second member of the Disciplinary Authority. Where the Disciplinary Authority is formed and appointed in terms of this paragraph, the employer shall appoint one member of the Disciplinary Authority to act as the Chairperson of the Disciplinary Authority.

(3) The Chairperson of the Disciplinary Authority shall ensure that the Disciplinary Authority performs its duties in line with this Code and shall be the principal presiding officer of the disciplinary hearing.

(4) Any action or decision to be taken at the discretion of the Disciplinary Authority shall be properly taken where it aligns with the views of the majority of the members who are appointed as members

of the Disciplinary Authority and where there is no majority view, the views of the Chairperson of the Disciplinary Proceedings shall triumph and be taken to represent the action or decision of the Disciplinary Authority.

- (5) The Disciplinary Authority may appoint a person with no bias or interest in the disciplinary matter to act as minute-taker. Such minute-taker shall attend the disciplinary hearing and record the proceedings in writing. The written record prepared by the minute-taker shall be presented to the Disciplinary Authority within twenty hours of the conclusion of the disciplinary hearing.
- (6) Where a member of the Disciplinary Authority vacates the position, either through death or resignation from the Disciplinary Authority:
- (a) the provisions of subsection (2) shall apply with necessary changes in the appointment of another person to replace the member who has vacated the position; and
 - (b) no process of the disciplinary procedure shall be set aside or repeated for the reason that a person appointed as member of the Disciplinary Authority vacated the position or that there was a person appointed as Disciplinary Authority in the stead of another who vacated the position, unless the Disciplinary Authority, upon hearing submissions of the accused and employer, determines that it is in the interests of justice for a process to be set aside or repeated.

9 Grievance Authority

- (1) Where an employee intends to refer a grievance to the Grievance Authority in terms of section 6, the employee shall notify the employer and the workers' committee of such intent and thereafter, the Grievance Authority shall be formed and appointed to perform any functions assigned to the Grievance Authority in terms of this Code and any duties incidental thereto.
- (2) Upon notice of the employee in terms of subsection (1), the Grievance Authority shall be formed and appointed as follows:
- (a) In an organisation which has a workers' committee, the Grievance Authority shall constitute of two persons appointed by the employer and two employees appointed by the workers' committee. The members of the Grievance Authority who are appointed by the workers' committee shall elect a Chairperson of the Grievance Authority from amongst the two persons appointed by the employer into the Grievance Authority.
 - (b) In an organisation without a workers' committee or where the workers' committee declines to appoint members of the Grievance Authority, the Grievance Authority shall constitute of one person appointed by the employer and an employee appointed by the employee, provided that if the employee declines to appoint a member of the Grievance Authority, the employer shall appoint a person to act as the second member of the Grievance Authority. Where the Grievance Authority is formed and appointed in terms of this paragraph, the employer shall appoint one member of the Grievance Authority to act as the Chairperson of the Grievance Authority.
- (3) The Chairperson of the Grievance Authority shall ensure that the Grievance Authority performs its duties in line with this Code and shall act as the principal presiding officer of any hearings which are conducted.

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- (4) Any action or decision to be taken at the discretion of the Grievance Authority shall be properly taken where it aligns with the views of the majority of the members who are appointed as members of the Grievance Authority and where there is no majority view, the views of the Chairperson of the Grievance Authority shall triumph and be taken to represent the action or decision of the Grievance Authority.
- (5) The Grievance Authority may appoint a person with no bias or interest in the matter before it to act as minute-taker of any hearings conducted by the Grievance Authority. Such minute-taker shall attend the hearing and record the proceedings in writing. The written record prepared by the minute-taker shall be presented to the Grievance Authority within twenty hours of the conclusion of the hearing.
- (6) Where a member of the Grievance Authority vacates the position, either through death or resignation from the Grievance Authority:
- (a) the provisions of subsection (2) shall apply with necessary changes in the appointment of another person to replace the member of the Grievance Authority who has vacated the position; and
 - (b) no process of the grievance procedure shall be set aside or repeated for the reason that a person appointed as member of the Grievance Authority vacated the position or that there was a person appointed as member of the Grievance Authority in the stead of another who vacated the position, unless the Grievance Authority, upon hearing submissions of the employer and the employee who raised the grievance, determines that it is in the interests of justice for a process to be set aside or repeated.

10 Referral of claims to the National Employment Council for the Agricultural Industry in Zimbabwe

- (1) An employee may lodge a claim at the National Employment Council for the Agricultural Industry in Zimbabwe seeking:
- (a) an appeal of a decision made by the Disciplinary Authority on the guilt of the employee or in the course of a matter where the employee was the accused; or
 - (b) a review of the procedure undertaken in respect of a matter involving an offence which was committed or alleged to have been committed by the employee; or
 - (c) an appeal of the decision made by the Grievance Authority on a grievance of the employee or in the course of handling, investigating or hearing a grievance raised by the employee; or
 - (d) a review of the procedure undertaken in respect of a grievance raised by the employee; or
 - (e) an appeal of the employer's determination of the parts of the recommendations of the Grievance Authority which shall be binding on the organisation; or
 - (f) an appeal of a decision made by an Appeal and Review Authority; or
 - (g) a review of the internal appeal or review procedure undertaken in respect of an internal appeal or review lodged by the employee.

Provided that no claim may be lodged at the National Employment Council for the Agricultural Industry in Zimbabwe before all internal remedies are exhausted.

- (2) No claim which has prescribed in terms of the Act may be lodged at the National Employment Council for the Agricultural Industry in Zimbabwe.

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- (3) An employee may lodge a claim in terms of subsection (1) by completing, and submitting to the National Employment Council for the Agricultural Industry in Zimbabwe, the form provided in Annexure VII and/or any other form which may be prescribed by the National Employment Council for the Agricultural Industry in Zimbabwe.
- (4) The National Employment Council for the Agricultural Industry in Zimbabwe shall redress, or attempt to redress, all matters referred in terms of this section and may, in doing so, require parties to make oral and/or written submissions.

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ANNEXURE I

CATEGORY AND DEFINITION OF OFFENCES

The offences in the agricultural industry are listed, defined and categorised as hereunder:

Category I

Minor Offences

1. “Absence from workplace without authority or reasonable excuse” which means:
Departure from one’s workplace or working station without authority or reasonable cause.

2. “Absenteeism” which means:
Absence from work without the consent of the employer for one day or two consecutive days without reasonable excuse.

3. “Improperly calling a meeting of employees” which means:
Calling for a meeting of employees during working hours provided that an employee may seek approval from the employer to hold a meeting of employees during working hours for the purposes of electing members of the workers’ committee or for any other reasonable cause.

4. “Poor time-keeping” which means
(a) Reporting late for work; or
(b) Leaving work early; or
(c) Extended or unauthorised breaks during working hours.

5. “Unsatisfactory work performance” which means:
(a) Failure to carry out work to the required standard without reasonable excuse; or
(b) Failure without reasonable cause to complete tasks set; or
(c) Performance of a task or duty without exercising due care and attention; or
(d) Deliberate laziness/deliberately avoiding work.

Category II

Moderate Offences

1. Disobeying safety and/or hygienic rules including failure to put on provided personal protective equipment which means:

- (a) Failure to adhere to safety and hygiene rules; or
- (b) Refusal to wear and/or use personal protective clothing and/or equipment.

2. Disorderly and/or undisciplined behaviour which means:

- (a) Engagement in rough or unruly behaviour in the workplace or in the course of one’s duties; or
- (b) Insubordination which has not caused nor has the potential to cause material prejudice to the employer; or
- (c) Insolence to the employer; or

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- (d) Causing or threatening to cause harm to fellow employees/employer/enterprise's customers; or
(e) Dissolute behaviour.

3. Disregard for standard rules or procedures of the employer which means:

Failure to comply with standard rules or procedures of the employer expressed or implied in the contract of employment.

4. "Use of provocative and/or abusive language" which means:

Uttering of any inflammatory words showing ridicule, hatred or contempt for any person or group of persons.

Category III

Severe Offences

1. "Breach of confidentiality with no adverse effects to the employer" which means:

Unauthorized disclosure of confidential information regarding the employer's agricultural processes and procedures, or any other confidential information regarding the employer's enterprise, without adversely affecting the employer or without causing a significant risk of material prejudice to the employer.

2. "Intoxication" which means:

Reporting for duty under the influence of alcohol or non-prescribed drugs.

3. "Loss of or damage to employer's property as a result of negligence" which means:

Negligent loss of or damage to employer's property with no satisfactory explanation for such loss.

4. "Misuse of employer's property for personal gain" which means:

Intentional and wrongful use of employer's property for personal material or financial gain in a manner which is contrary to the purpose of the property.

5. "Severe Absenteeism" which means:

Absence from work without the consent of the employer for 3-4 consecutive days without reasonable excuse.

6. "Sleeping on duty" which means:

Sleeping during the employee's working hours.

7. "Smoking in a prohibited area" which means:

Smoking in an area where smoking is not permitted.

Category IV

EXTREME OFFENCES

1. “Absence from duty for a period of five or more consecutive working days without reasonable excuse or authority” which means:

Absence without authority and reasonable cause for a period of five (5) or more consecutive working days.

2. “Any conduct inconsistent with the fulfilment of the express or implied terms of his employment contract” which means:

Any conduct which goes against the express or implied terms of the employment contract and which results in an irreparable breakdown of the employer-employee relationship, provided that an employee may only be guilty of this offence where his impugned conduct may not be characterised as any other offence.

3. “Assault” which means:

Application of force, including attempted application of force, on the person of the employer, another employee or customer, with intent to cause bodily harm, while on the employer’s premises or during the course of one’s duties.

4. “Fraud” which means:

Deceitful misrepresentation to the employer, another employee or a customer of the employee with intention to cause another person to act upon the misrepresentation to his prejudice or with knowledge that there is a material possibility that another person may act upon the misrepresentation to his prejudice.

5. “Gross incompetence or inefficiency in the performance of his work” which means:

Inability to do the work with the level of skill and speed required by one’s work, which causes material prejudice to the employer.

6. “Gross negligence” which means:

Negligent failure to take reasonable care in the performance of one’s duties to avoid acts or omissions which may be reasonably foreseen to cause a likelihood of substantial loss, danger or injury.

7. “Habitual and substantial neglect of duty” which means:

Frequent neglect of one’s duties, which causes substantially material prejudice to the employer.

8. “Illegal industrial action” which means:

Participation in an unlawful strike and/or incitement by the employee for other persons to take part in an illegal strike.

9. “Incitement to violence” which means:

Incitement by an employee for another employee or person to use violence in any situation at the work place.

10. “Intoxication that renders the employee incapable of performing his duties properly” which means:

Being under the influence of alcohol or non-prescription drugs to an extent where the intoxicated employee is unable to perform his duties satisfactorily.

11. “Lack of skill which the employee expressly or impliedly held himself/herself out to possess” which means:

Failure to perform duties due to lack of skills or training which the employee indicated or implied that he possessed.

12. “Prejudicial misuse of employer’s property for personal gain” which means:

Intentional and wrongful use of employer’s property for personal material or financial gain in a manner which is contrary to the purpose of the property and which causes or risks material prejudice to the employer.

13. “Sabotage” which means:

Any illegal action that interferes with the normal business operations of the employer or wilfully making false statements at investigations relating to work related matters.

14. “Sexual harassment” which means:

Unwelcome sexual behaviour towards the employer, another employee or customer of the employer, whether verbal or otherwise, such as making physical advances or sexually coloured remarks.

15. “Theft” which means:

Intentional and wrongful taking of property with knowledge of the fact, or of the material possibility, that the employer, another employee or a customer of the employer is entitled to own, possess or control the property. Employees who attempt theft shall be guilty of this offence.

16. “Wilful and unlawful damage or destruction of the employer’s property” which means:

Intentional and wrongful destruction or damage to employer’s property.

17. “Wilful disobedience to a lawful order given by the employer” which means:

Intentional and wrongful refusal/failure to carry out a lawful and reasonable order given by an employer.

18. “Wrongful Intimidation” which means:

Intentionally and wrongfully forcing, or attempting to force, the employer or another employee to act against his will with threats of financial, professional, reputational, physical or other harm.

ANNEXURE II**PENALTIES**

1. The maximum penalties which may be imposed by the Disciplinary Authority for each offence are provided in Table A hereunder. Subject to any other provision of this Code and upon a consideration of aggravating and mitigating circumstances such as the employee's disciplinary record, work performance and personal circumstances, the Disciplinary Authority may impose a lesser penalty.
2. Penalties which may be imposed are, in increasing order of severity:
 - a) Verbal warning which shall lapse after three months of the date of its imposition.
 - b) First written warning which shall lapse after six months of the date of its imposition.
 - c) Second written warning which shall lapse after nine months of the date of its imposition.
 - d) Final written warning which shall lapse after twelve months of the date of its imposition.
 - e) Dismissal.
3. Where the penalty of a verbal warning is imposed, no record of the verbal warning will be kept in the employment file of the employee and the Disciplinary Authority shall verbally inform the employee concerned before two witnesses that:
 - a) the employee should refrain from committing further offences to avoid further penalties.
 - b) the verbal warning shall lapse after three months of its imposition.
 - c) a repetition of the same offence or commission an offence of the same category as those of his current offence before the lapse of the verbal warning may result in the imposition of a more severe penalty.
4. Where the penalty of a first, second or final written warning is imposed, the Disciplinary Authority shall inform the employee concerned in writing, using the form provided as Annexure IV:
 - a) that the employee should refrain from committing further offences to avoid further penalties.
 - b) of the date on which the warning shall lapse.
 - c) that a repetition of the same offence or commission of an offence of the same category as those of his current offence before the lapse of the warning may result in the imposition of a more severe penalty.
5. A copy of the first, second and final written warnings will be retained in the employee's employment file for no less than three years.
6. An employee shall be considered to have committed a first offence where:
 - a) the employee has not previously committed the offence of which he has been found guilty and further the employee has not previously committed an offence of the same category as the offence of which he has been found guilty; or

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- b) penalties which were imposed on the employee for previous commissions of the offence of which he has been found guilty or for previous commissions of an offence of the same category as that of the offence of which he has been found guilty have lapsed.
7. An employee shall be considered to have committed a second offence where the penalty which was imposed on the employee in respect of the first offence has not lapsed on the day on which the employee is found guilty of the same offence as his first offence or on which the employee is found guilty of an offence of the same category as that of his first offence. The penalty which was imposed in respect of the first offence shall lapse forthwith upon the imposition of a penalty in respect of the second offence.
8. An employee shall be considered to have committed a third offence where the penalty which was imposed on the employee in respect of the second offence has not lapsed on the day on which the employee is found guilty of the same offence as his second offence or on which the employee is found guilty of an offence of the same category as that of his second offence. The penalty which was imposed in respect of the second offence shall lapse forthwith upon the imposition of a penalty in respect of the third offence.
9. An employee shall be considered to have committed a third offence where the penalty which was imposed on the employee in respect of the second offence has not lapsed on the day on which the employee is found guilty of the same offence as his second offence or on which the employee is found guilty of an offence of the same category as that of his second offence. The penalty which was imposed in respect of the second offence shall lapse forthwith upon the imposition of a penalty in respect of the third offence.
10. An employee shall be considered to have committed a fourth offence where the penalty which was imposed on the employee in respect of the third offence has not lapsed on the day on which the employee is found guilty of the same offence as his third offence or on which the employee is found guilty of an offence of the same category as that of his third offence. The penalty which was imposed in respect of the third offence shall lapse forthwith upon the imposition of a penalty in respect of the fourth offence.
11. An employee shall be considered to have committed a fifth offence where the penalty which was imposed on the employee in respect of the fourth offence has not lapsed on the day on which the employee is found guilty of the same offence as his fourth offence or on which the employee is found guilty of an offence of the same category as that of his fourth offence.
12. For the avoidance of doubt, an employee may be subject to different verbal and first, second and final written warnings which have not lapsed in respect of offences of different categories.
13. Demotion shall not be used as a penalty for any offence except in instances where the employee is unable to meet the requirements of his present job and may be reasonably expected to be suitable for continued employment in a lower capacity. No employee may be demoted to a grade lower than that from which he was last promoted or the next lower grade where the employee has not been previously promoted.

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14. An Appeal and Review Authority shall be bound by this annexure in the determination of a penalty, and any functions and responsibilities assigned to a Disciplinary Authority in terms of this Annexure shall apply, with necessary changes, to the Appeal and Review Authority provided that the Appeal and Review Authority may not impose a more severe penalty than that imposed by the Disciplinary Authority.

Table A: Table of Penalties

	1st OFFENCE	2nd OFFENCE	3rd OFFENCE	4th OFFENCE	5th OFFENCE
Category I - MINOR OFFENCES	Verbal Warning	1 ST Written warning Valid for 6 months	2 nd Written warning Valid for 9 months	Final Written warning Valid for 12 months	Dismissal
Category II - MODERATE OFFENCES	1 ST Written warning Valid for 6 months	2 nd Written warning Valid for 9 months	Final Written warning Valid for 12 months	Dismissal	
Category III - SEVERE OFFENCES	Final written warning valid for 12 months	Dismissal			
Category IV - EXTREME OFFENCES	Dismissal				

ANNEXURE III

NOTIFICATION TO ATTEND DISCIPLINARY HEARING

Name of Employee _____

Name of Employer _____

Job Title _____

You are required to appear at a disciplinary hearing on:

Date _____ Time _____

Venue _____

You are alleged to have committed the following offence(s) in terms of Annexure II of the National Employment Council for the Agricultural Industry in Zimbabwe Employment Code of Conduct: Disciplinary Code and Grievance Procedure:

Brief description of basis of alleged offence (including date and place of alleged offence)

Brief description of evidence gathered during investigation supporting allegations of offence:

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Brief description of evidence which was found during the investigation and which may indicate that you are not guilty:

In the course of the disciplinary hearing, you shall have the right to:

- (a) Appear in person to answer to charges made against you;
- (b) Be heard before an impartial and independent Disciplinary Authority;
- (c) Be represented by another employee, a workers' committee member, trade union or legal practitioner on condition that you shall bear the expense of being represented by a trade union or legal practitioner and that no person may represent you without your consent;
- (d) Call, question and cross examine witnesses;
- (e) Address in mitigation, if found guilty, before a penalty is imposed;
- (f) Be informed of the reasons for a decision made in and pursuant to a disciplinary hearing.
- (g) Be given a written record of the disciplinary hearing.

You are further notified that _____ shall act as complainant representing the employer at the disciplinary hearing.

You shall be availed a copy of the National Employment Council for the Agricultural Industry in Zimbabwe Employment Code of Conduct: Disciplinary Code and Grievance Procedure, whether electronically or in print, to the employee at least three working days before the date of the disciplinary hearing.

If you wish to appoint a Workers Committee, Trade Union member or Legal Practitioner as a representative or any other witness to attend the hearing, you should arrange for them to be present at the hearing.

Signed _____ Date _____
(Chairperson of the Disciplinary Authority)

Received _____ Date _____
(Employee's Signature)

ANNEXURE V

REFERRAL TO GRIEVANCE AUTHORITY

TO BE COMPLETED BY THE EMPLOYEE

Name of Employee _____

Name of Employer _____

Job Title of Employee _____

State precisely what it is that you are unhappy about

Have you brought the matter to the attention of your immediate supervisor?

YES NO

If you answered YES above, please state when you brought the matter to the employer and what steps, if any, were taken by the employer to resolve your grievance.

What do you suggest as the best ways of addressing the matters?

Signed _____

Employee

Date _____

ACKNOWLEDGEMENT OF RECEIPT

The Grievance Authority shall receive two copies of this form. Upon receipt of this form, a member of the Grievance Authority shall complete the acknowledgement of receipt below and return one copy with a completed acknowledgement of receipt to the employee for record purposes.

I _____ in my capacity as member of the Grievance Authority acknowledge that I have duly received the Referral to Grievance Authority form.

(Signature) Date

ANNEXURE VI
REPORT OF THE GRIEVANCE AUTHORITY

NB: FORM TO BE COMPLETED BY GRIEVANCE AUTHORITY

Name of Employee with grievance _____

Name of Employer _____

Job Title of Employee _____

Please give details of the grievance lodged by the employee:

Has the grievance been resolved YES NO

If employee grievance was resolved:

When was the grievance resolved? Date _____

How was the grievance resolved?

What steps, if any, does the Grievance Authority recommend be taken to avoid similar employee grievances in the future?

ANNEXURE VII

REFERRAL OF CLAIM TO THE NATIONAL EMPLOYMENT COUNCIL

FOR THE AGRICULTURAL INDUSTRY IN ZIMBABWE

N.B. This form shall be completed in duplicate, with the National Employment Council for the Agricultural Industry in Zimbabwe receiving one copy and the claimant retaining one copy date-stamped by the National Employment Council for the Agricultural Industry in Zimbabwe.

Date.....

1. Employee details:

Name: Gender:

Address:

.....

Phone Number: Email:

2. Employer details:

Name:

Address:

.....

Phone Number: Email:

3. Contract

a) Regulations Agriculture

b) Commenced

c) Terminated

d) Nature of work

e) Type of contract

f) Wage.....Per Week /two weeks/month

4. Allegations: (i)

(ii)

(iii)

(iv)

(v)

ID No: Signature: