

Collective Bargaining Agreement: Food and Allied Industries:
Sugar Refining Sub-sector Undertaking

IT is hereby notified, in terms of section 80 of the Labour Act [*Chapter 28:01*], that the Minister has approved the publication of the Collective Bargaining Agreement set out in the Schedule which amends the agreement published in Statutory Instrument 335 of 1996.

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL: FOOD AND ALLIED
INDUSTRIES

COLLECTIVE BARGAINING AGREEMENT: FOOD AND
ALLIED INDUSTRIES (SUGAR REFINING INDUSTRY
SUB-SECTOR UNDERTAKING)

Made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*] between the Employers' Association of the Sugar Refining Industry hereinafter referred as "the employers" or the "employers' organization of the one part, and the Sugar Refining Industry Workers' Union hereinafter referred to as "the employees" of the other part, being parties to the National Employment Council: Food and Allied Industries (Zimbabwe Sugar Refining Industry Sub-sector) of the Council which has been duly registered in terms of section 59 of the Labour Act [*Chapter 28:01*].

Whereas in terms of section 79 of the Labour Act [*Chapter 28:01*], the National Employment Council: Food and Allied Industries has submitted to the Registrar, for registration of a Collective Bargaining Agreement for the Food and Allied Industries (Sugar Refining Industry Sub-sector) of the Council which has been duly registered in terms of section 59 of the Labour Act [*Chapter 28:01*].

Now, therefore, in terms of section 79 of the Act, the Minister of Public Service, Labour and Social Welfare, hereby publishes the said Collective Bargaining Agreement.

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Title and period of operation

1. (1) This agreement shall be cited as the Collective Bargaining Agreement for the Food and Allied Industries (Sugar Refining Industry Sub-sector Undertaking).

(2) This agreement shall become effective and binding from the date of gazetting untill further notice.

Application

2. (1) This agreement shall apply to—

- (a) all employers in the Sugar Refining Industry;
- (b) all employees in the Sugar Refining Industry engaged in any occupation listed in the First Schedule.

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

Interpretation

3. (1) In this agreement—

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

“agreement” means this agreement and any future agreement between the parties to the agreement which relates to employment in the Sugar Refining industry;

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- “casual work” means work for which an employee is engaged by an employer for not more than a total of six weeks in any four consecutive months;
- “continuous service” means the total period of unbroken service of an employee with an employer in section 23 of this agreement;
- “Council” means the National Employment Council: Food and Allied Industries;
- “day” means a period of twenty-four hours, reckoned from midnight to midnight;
- “day off” means Sunday or that day of the week in place of Sunday on which an employee is not required to work;
- “day shift” means any shift which is not a night shift;
- “emergency work” means work which must be performed immediately in order to prevent harm to the plant or the employees, or to nearby persons or properties;
- “industrial holiday” means any day prescribed as a holiday in terms of government regulations;
- “medical practitioner” means a person registered in terms of the Health Professional Act [*Chapter 27:19*] and the Traditional Medical Practitioner Act [*Chapter 27:14*] and is legally permitted to practice in Zimbabwe.
- “night shift” means a shift in which the majority of hours of which fall between 8 p.m. and 5 a.m.;
- “overtime” means any time worked outside the ordinary daily hours of work required to be exhibited in terms of subsection (a) of section 11 of this agreement;
- “piece- work” means any system by which earnings are calculated wholly on the quantity or output of work done, irrespective of the time spent on such work;
- “record of service” is a collection of either electronic or printed material which provide a documentary history of a person’s activities and accomplishments whilst serving as a member of a given organisation;

“sugar refining industry” means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and employees are associated together for the purpose of refining sugar, including all processes incidental thereto and the wholesale distribution of refined sugar if carried on in conjunction with the foregoing;

“task-work” means the setting by an employer to an employee of a stated task to be completed as a condition of earning a wage;

“ticket system” means a system whereby an employee is engaged at a wage calculated by reference to the completion of a ticket of an agreed number of days worked or a record based on the number of days worked;

“Trainee pan boiler” means an employee who is undergoing a two-year in-house training as a pan boiler or who is undergoing training as a learner pan boiler for a period of two years;

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

“working day” means any day other than a day-off or an industrial holiday;

(2) The provisions of the Act shall take precedence over this agreement unless more favourable conditions have been provided for in this agreement.

Grading and wages

4. (1) Every employer shall place each employee in a grade appropriate to his/her occupation and shall pay a wage to such employee of at least the amount prescribed in the First Schedule of this agreement for the occupation and length of continuous service in that grade of the employee, and no employee shall accept a wage amounting to less than that amount.

(2) All employees who are required to perform shift-work shall be paid a shift-allowance amounting to twelve per centum of the current wage paid to such employees for ordinary hours of work.

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(3) An employee who at the date of commencement of this agreement, is in receipt of a higher wage of his/her particular occupation than the wage prescribed in terms of the first schedule as may be amended from time to time shall not, by reason of this agreement suffer any reduction in wage.

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

- (a) not less than the wage which he last received prior to his promotion; or
- (b) at least the minimum wage prescribed for his/her occupation in such higher grade; whichever is greater.

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

(6) An employee who is required to perform work in a higher grade than that in which he/she is normally employed shall be paid the minimum wage applicable to such higher grade for all hours spent working in such grade or 12% of employee's current wage whichever is higher:

Provided that to qualify, an employee should have worked for ten consecutive days or an aggregate of 14 days in any given calendar month.

(7) After three months have lapsed since the date when an employee was placed in an acting capacity, he/she shall be confirmed in the higher grade or return to his/her previous work.

(8) Where an operation performed by an employee is not specified in the First Schedule of this agreement—

- (a) the employer shall provisionally place the employee in a grade and;
- (b) the employer shall immediately notify the secretary to the employment council; and
- (c) the secretary, after consultation with the chairman of the employment council, shall determine an interim classification of operation which shall be subject to

ratification by the employment council at its next meeting:

Provided that, if the interim classification by the secretary or the final classification by the employment council places the employee in a grade—

- (i) higher than the employee's current grade, he/she shall be paid not less than the minimum wage prescribed for such higher grade, with effect from the date upon which he commenced performing the operation concerned or
- (ii) lower than the employee's current grade, it shall be lawful to reduce his/her wage to not less than the minimum wage prescribed for such lower grade, with effect from the date upon which classification is determined, unless the employee refuses to accept the lower grade, in which event—

A. he/she may be given the relevant notice of termination of employment.

(9) During the period of such notice, he/she shall be paid the wage he/she was receiving prior to such termination.

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

Hours of work: employees other than shift workers

5. (1) The ordinary hours of work for employees, other than shift-workers, shall not exceed forty-five hours per week:

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

(2) An employer may request, but shall not require, an employee to work overtime, and shall, whenever possible give 24 hours notice to such an employee of such request;

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

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(3) Except in the case of emergency work, no employer shall permit any employee to work more than sixty six hours, ordinary time and overtime included in any one week:

(4) No employer shall permit an employee to work for a continuous period of more than five hours without a break of at least thirty minutes.

Provided that, except in the case of emergency work employees in Grade 5, other than locomotive-driver/rows leading hand and tractor-driver, shall not be requested to work more than fifty hours per month in excess of the ordinary hours of work.

Hours of work: shift-workers

6. (1) The provisions of subsections 2 and 3 and section 5 of this agreement shall apply to shift workers and every shift-worker shall get one day off in each week.

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

Provided that the ordinary hours of work shall not exceed nine in any period of twenty-four hours.

(3) An employer shall provide each shift worker with a free beverage, or facilities for preparing a beverage, during the prescribed thirty-minute break.

(4) No employee shall be required to work two shifts in one day, except for the purpose of changing shifts or in any case of emergency work, and no employee shall start work on the new shift until at least eight hours have elapsed after the completion of his previous shift.

(5) Nothing contained in this section shall confer any right to payment for overtime on any shift worker who is required to work shifts in one day for changing shifts.

(6) No shift-worker shall be kept on night shift for a continuous period of more than one week without his consent.

(7) A shift worker who is changed from night shift to day shift shall be placed on a day shift for a period at least equal to the

period during which he/she was on nightshift, unless he/she otherwise agrees.

Hours of work: delivery truck drivers

7. (1) The ordinary hours of work for delivery truck drivers shall not exceed forty-five hours per week.

(2) No employer shall permit a delivery vehicle driver to work more than sixty-two hours, ordinary time and overtime included, in any one week, except in the case of emergency work.

(3) Every truck driver shall be given a rest period of at least ten consecutive hours between the completion of one day's working time and commencement of the next:

Provided that such resting period may be reduced to nine hours if the driver is allowed a rest period of at least twelve consecutive hours on completing the following day's work;

(4) No delivery truck driver shall be permitted to drive for more than eleven hours in any one day except in the case of emergency work;

(5) In the case of emergency work, the permissible driving hours laid down in sub-section (4) of this agreement may be increased by not more than four hours in one day

Measures to avoid retrenchment

8. (1) Every employer shall ensure that, at the earliest possible opportunity, his employees are kept informed of and consulted in regard to any major changes in production, programmes, organisation or technology that are likely to entail the retrenchment of any employees.

(2) Subject to this section, before giving notice of the intention to retrench any employees in terms of section 12 C, an employer may agree with the employees concerned, or with any workers committee or works council which represents the employees, to have recourse to either or both of the following measures for a period not exceeding twelve months—

- (a) subject to subsection (4), placing the employees on short-time work; or

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- (b) instituting a system of shifts as provided in subsection (5); or
 - (c) if no agreement is reached in terms of subsection (2), an employer shall give written notice of his or her proposed measures to avoid retrenchment, and of the opposing proposals, if any, to—
 - (i) the employment council established for the undertaking or industry; or
 - (ii) the Retrenchment Board, if there is no employment council for the undertaking concerned; whereupon the employment council or the Retrenchment Board, as the case may be, may, no later than thirty days after it has received the employer's notice—
 - A. accept or reject the employer's proposed measures to avoid retrenchment; or
 - B. refer back the matter to the employer for reconsideration with the employees, workers committee or works council concerned, together with its own suggestions for improving the original proposals or reconciling them with any opposing proposals. [Subsection inserted by section 6 of Act 5 of 2015].
- (3) If—
- (a) an employer's proposed measures to avoid retrenchment are rejected in terms of subsection (2a)(c), then, within thirty days of such rejection; or
 - (b) no agreement on alternative measures to avoid retrenchment is reached with an employer's employees or with the appropriate workers committee or works council in accordance with subsection (2a)(d), then, no later than the thirtieth day after the date when the proposed measures were referred back for reconsideration; an employer may give written notice of his or her proposed (original or revised) measures to avoid retrenchment to—
 - (c) the Retrenchment Board, where written notice of his or her proposed measures to avoid retrenchment were first made in terms of subsection (2a)(a); or

- (d) the Minister, where written notice of his or her proposed measures to avoid retrenchment were first made in terms of subsection (2a)(b);

or whereupon the Retrenchment Board or the Minister, as the case may be, shall, no later than thirty days after Board or the Minister has received the employer's notice, accept or reject the employer's proposed measures to avoid retrenchment.

(4) An agreement entered into in terms of subsection (2) shall have effect notwithstanding anything to the contrary contained in any employment regulations, collective bargaining agreement or other contract or agreement applicable to the employees concerned.

(5) While an employee is on short-time work referred to in paragraph (a) of subsection (2), he shall be paid the hourly equivalent of his weekly or monthly wage for the hours he has actually worked: Provided that an employee shall receive not less than fifty per centum of his current weekly or monthly wage, as the case may be.

(6) For the purposes of paragraph (b) of subsection (2), an employer may divide all or any of the employees concerned into shifts and may—

- (a) require each shift to work on alternate half-days, days, weeks or months: Provided that no shift shall be without work for more than one month at a time or for an aggregate of more than six months in any period of twelve months;
- (b) pay each employee on shift for the hours, weeks or months he has actually worked.

(6) Before having recourse to any measure referred to in subsection (1), an employer shall give not less than seven days' written notice to every employee affected by the measure.

(7) Any time during which an employee is not engaged in full-time work as a result of a measure resorted to in terms of this section shall be regarded as unpaid compulsory leave and shall not be deemed to interrupt continuity of employment.

(8) If an agreement is reached in terms of subsection (2) with the employees alone, or with a workers committee or works council

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not having a representative of a registered trade union as a member, an employer shall give written notice of the agreement to—

- (a) the employment council established for the undertaking or industry; or
- (b) the Retrenchment Board, if there is no employment council for the undertaking concerned; no later than fourteen days after the employer begins implementing the agreement.

(9) If the employment council or Retrenchment Board is concerned that an agreement referred to in subsection (8) is not in the best interests of the employees concerned or of employees in the industry to which the undertaking belongs, or is otherwise contrary to the interests of employees generally or the public interest, it shall refer the agreement to the Minister, and the Minister may, after—

- (a) inviting and considering any written representations by the employer concerned; and
- (b) consulting with the appropriate advisory council, if any, appointed in terms of section 19; nullify the agreement by written notice to the employer (or nullify it by a specified date if the employer does not make specified changes to the agreement), without, however, affecting the validity of anything done in good faith under the agreement before the date of such nullification, or exposing the employer to any liability for anything done in good faith before that date in accordance with the agreement that is contrary to any employment regulations, collective bargaining agreement or other contract or agreement applicable to the employees concerned.

Retrenchment and compensation for loss of employment

9. (1) An employer who wishes to retrench any one or more employees shall—

- (a) give written notice of his or her intention—
 - (i) to the works council established for the undertaking; or
 - (ii) if there is no works council established for the undertaking or if a majority of the employees

concerned agree to such a course, to the employment council established for the undertaking or industry; or

- (iii) if there is no works council or employment council for the undertaking concerned, to the Retrenchment Board, and in such event any reference in this section to the performance of functions by a works council or employment council shall be construed as a reference to the Retrenchment Board or a person appointed by the Board to perform such functions on its behalf; and
- (b) provide the works council, employment council or the Retrenchment Board, as the case may be, with details of every employee whom the employer wishes to retrench and of the reasons for the proposed retrenchment; and
- (c) send a copy of the notice to the Retrenchment Board.

(2) Unless better terms are agreed between the employer and employees concerned or their representatives, a package (hereinafter called “the minimum retrenchment package”) of not less than one month’s salary or wages for every two years of service as an employee (or the equivalent lesser proportion of one month’s salary or wages for a lesser period of service) shall be paid by the employer as compensation for loss of employment (whether the loss of employment is occasioned by retrenchment or by virtue of termination of employment pursuant to section 12(4a)(a), (b) or (c)), no later than date when the notice of termination of employment takes effect.

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

- (a) the employment council established for the undertaking or industry; or
- (b) if there is no employment council for the undertaking concerned, to the Retrenchment Board; which shall respond to the request within fourteen days of receiving the notice (failing which response the application is deemed to have been granted).

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(4) In considering its response to a request for exemption in terms of subsection (3) the employment council or Retrenchment Board—

- (a) shall, where the employer alleges complete inability to pay the minimum retrenchment package, be entitled to demand and receive such proof as it considers requisite to satisfy itself that the employer is so unable, and if so unable on the date when the notice of termination of employment takes effect, may propose to the employer a scheme to pay the minimum retrenchment package by instalments over a period of time;
- (b) shall, where the employer offers to pay the minimum retrenchment package by instalments over a period of time, consider whether the offer is a reasonable one, and may propose an alternative payment schedule;
- (c) may inquire from the employer whether he or she has considered, or may wish to consider, specifically or in general, the alternatives to termination of employment provided for in section 12D.

Conversion of rates

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

- (a) the hourly equivalent, the daily wage shall be divided by the number of hours ordinarily worked in a day; or
 - (b) the weekly equivalent, the daily wage shall be multiplied by six: or
 - (c) the monthly equivalent, the weekly equivalent shall be multiplied by four and one-third.
- (2) For the purpose of calculating payment for vacation leave:
- (a) the weekly wage shall be divided by six; or
 - (b) the monthly equivalent, the weekly wage shall be multiplied by four and one-third;
 - (c) the annual equivalent, the weekly wage shall be multiplied by fifty-two.

(3) Computations analogous to those set out in sub section (1) of this section shall be used when converting monthly rates.

Payment for overtime

11. (1) An employer shall pay for overtime in excess of fifteen (15) minutes in any one day at one and a half times the current hourly wage of the employee.

(2) Notwithstanding subsection (1) an employer shall pay—

- (a) for overtime on a day off at double.
- (b) for all hours worked on an industrial holiday; at not less than double his/her current hourly wage.

Deductions

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

- (a) where an employee is absent from work on days other than paid holidays, a pro rata amount of wages only for the period of such absence; or statutory deductions and deductions to a registered Trade Union.
- (b) by a written stop- order for contribution of insurance, death-levy, holiday funds, medical-aid or pension funds or funds of a similar nature; or
- (c) amounts which the employer is permitted or compelled by law or legal process to pay on behalf of an employee; or
- (d) with the written consent of the employee, deductions in respect of rent paid by the employer on behalf of the employee; or
- (e) any amount recovered for a payment made in error or any overpayment of wages; or
- (f) deductions made in terms of subsection (2) of section 12 of this agreement;
- (g) deductions shall not exceed 25% of the employee's wage.

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Cooked meals

13. (1) Where an employer supplies meals, he/she shall display the cost of such meals in prominent position in the canteen.

(2) An employee who voluntarily accepts such meals may have the cost of such meals deducted from his/her wage.

Payment of wages

14. (1) Every employer shall pay wages and related obligations to each employee in cash or by cheque or by bank deposit, weekly or monthly, as the case may be on or by due date:

(2) When the services of an employee are terminated, payment of all remuneration due shall be made within 14 calendar days of such termination.

(3) All remuneration shall be paid in cash or by a wage-slip showing—

- (a) the name and grade of the employee; and
- (b) the wage-rate; and
- (c) the total number of hours worked; and
- (d) the amount of overtime; and
- (e) bonuses and allowances; and
- (f) deductions made in terms of section 12 of this agreement; and
- (g) the net amount received by the employee; and
- (h) the period for which payment is made.

Piece-work, task-work and work on a ticket system

15. An employer shall not give out and no employee shall perform, work on—

- (a) a piece-work basis; or
- (b) a task-work basis; or
- (c) a ticket system.

Allowances

16. (1) An employee who is required to work so far from his/her usual place of work as to necessitate his/her sleeping away from home shall be conveyed to and from such place at the employers expense and shall be paid in addition to his/her wage, for the time during which he/she was away from home —

- (a) all necessary proved travelling and subsistence expenses; or
- (b) a minimum of twenty per centum of the monthly minimum wage in the agreement per day un approved expenses.
- (c) employees to get 10kg sugar on a monthly basis and an extra 12kg of sugar and 1kg syrup in December every year.

Sick leave

17. (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/her duties because he/she is ill or injured or undergoes medical treatment which was not occasioned by his/her failure to take reasonable precautions.

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

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

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

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

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- (b) subject to subsection (3), one hundred and eighty days' sick leave on full and half pay;

the employer may terminate the employment of the employee concerned.

(5) An employee who so wishes may be granted accrued vacation leave instead of sick leave on half pay or without pay.
[Section as substituted by section 11 of Act 17 of 2002]

Vacation leave

18. (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/her, he/she may be granted the remaining portion at a later date, together with any further vacation leave which may have accrued to him/her 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.

Special leave

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

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

Maternity leave

20. (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.

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

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

(4) 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.

(5) 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

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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.

(6) 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.

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

(8) Notwithstanding subsections (6) and (7), the grant of breaks during normal working time to a female employee for the purpose of nursing her child shall be made in accordance with all the exigencies of her employment and nothing done to prevent any disruption of normal production processes or any interference with the efficient running of an undertaking or industry shall be held to be in contravention of subsection (8).

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

Industrial holidays

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

(2) Subject to section (3j), an employee shall be granted leave of absence during every public holiday, and shall be paid his current remuneration for that day if it occurs on a day on which he would otherwise have been required to work.

(3) Where an employee consents to work on a public holiday he shall be paid not less than twice his current remuneration for that day, whether or not that day is one on which he would otherwise have been required to work.

Contract and notice

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

(2) An employer shall, upon engagement of an employee, inform the employee in writing of the following particulars—

- (a) the name and address of the employer;
- (b) the period of time, if limited, for which the employee is engaged;
- (c) the terms of probation, if any;
- (d) the terms of any employment code;
- (e) particulars of the employee's remuneration, its manner of calculation and the intervals at which it will be paid;
- (f) particulars of the benefits receivable in the event of sickness or pregnancy;
- (g) hours of work;
- (h) particulars of any bonus or incentive production scheme;
- (i) particulars of vacation leave and vacation pay;
- (j) particulars of any other benefits provided under the contract of employment.

(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) Except where a longer period of notice has been provided for under a contract of employment or in any relevant enactment, and subject to subsections (5), (6) and (7), notice of termination of the contract of employment to be given by either party shall be—

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

(5) A contract of employment may provide in writing for a single, non-renewable probationary period of not more than—

- (a) one day in the case of casual work or seasonal work;
or
- (b) three months in any other case;

during which notice of termination of the contract to be given by either party may be one week in the case of casual work or seasonal work or two weeks in any other case.

(6) 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 period of notice specified in terms of subsection (4) or (5).

(7) Notwithstanding subsection (4) or (5), the parties to any contract of employment may, by mutual agreement, waive the right to notice:

Provided that where the termination is at the initiative of the employer, the employee shall have a right to payment for a period corresponding to the appropriate period of notice required in terms of subsection (4) or (5).

Continuous service

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

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

(2) A period of absence without the permission of the employer, or a period of absence between discharge and re-engagement of less than two months, shall be taken into consideration in calculating any benefits in terms of section 4, 17, or 26 of this agreement.

(3) If, upon the change of ownership of an establishment of an employee enters the service of the new owner, his service with the new owner, shall be deemed not to have been broken by change of employer:

Provided that if any employee is paid by the previous owner gratuity in terms of section 26 in respect of his service with that owner, the gratuity payable by the new owner on the death, resignation or discharge of such employee may be reduced by the amount of gratuity paid by the previous owner.

Record of service

24. (1) Record of service shall be given upon request during service or on termination after serving for one year.

(2) On receiving a request in terms of subsection (a), an employer shall prepare a record of service on the form prescribed in the fourth schedule.

(3) On starting employment with the new employer, an employee shall hand in his/her record of service to such employer if requested to do so.

Protective clothing

25. (1) An employer shall supply, free of charge, suitable protective clothing to every employee who, in the course of his/her duties, is habitually exposed to inclement weather, or such protective

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clothing as is reasonably required for the occupation or operation in which the employee is engaged.

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

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

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

Gratuities on termination of employment

26. (1) An employee who has completed one or more years of continuous service shall, on 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 number of completed years of continuous service by the appropriate percentage of monthly wage on termination of employment, as shown in the Second Schedule.

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

(3) Notwithstanding subsections (a) and (b), no gratuity shall be payable to an employee, or to the estate of an employee under this section if the employer has made provision for him/her by means of a pension or gratuity scheme registered as a 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.

Copy of regulations and notice

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

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

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

Registration and Council levies

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

(2) All employers and employees engaged in the Sugar Refining Industry shall, from the day of publication of this agreement pay levies to the Council and all employers shall deduct from the wage or salary of each of the said employees the appropriate levies as directed by the council from time to time.

(3) The levy to be paid shall be determined by the NEC from time to time provided that—

- (a) no levy shall be payable where owing to short-time working or any other cause an employee's pay shall be reduced below sixty percent of his normal wage or salary;
- (b) no deduction shall be made in respect of an employee who is off work sick for a period in excess of 30 days and not in receipt of sick leave or a substitute payment; and

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- (c) deductions shall be made in advance from the leave pay paid to an employee prior to his/her commencing his leave.

(4) Each employer shall forward the total amount of the employee's and employer's levies to the Council's office not later than the fifteenth day of the month following that to which the levies relate.

(5) The provisions of this section shall apply to casual employees:

Provided that a contract employee engaged for a period of up to nine months shall be liable to pay levies on *pro rata* basis.

Exemptions

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

(2) Applications for exemption in terms of subsection (a) shall be made, in writing, to the Council, giving reasons therefore.

(3) Any such exemption granted may be withdrawn by the council, at any time, at its sole discretion.

Administration

30. The Council shall be the body responsible for the administration of this agreement, and may issue expressions of opinion not inconsistent with its provisions for employer and employees.

Declaration

31. The trade union and employers' organisation, having arrived at the agreement set forth herewith, the undersigned hereby declare that the foregoing is the agreement arrived at and affix their signatures.

Signed at Harare, on behalf of the employees and employers on this 24th day of May, 2023.

J. MASHIRINGWANE,
Chairman.

M. MPANGO,
General Secretary,
On behalf of the National Employment Council:
Food and Allied Industries,
Employer Representative.

J. A. MUSEMBURI,
On behalf of Sugar Refining Employers Association,
Employer Representative

F. MYAMBUKI,
On behalf of Sugar Refining Employers Association,
Employer Representative.

I. MUTSVEDU,
On behalf of Sugar Refining Employers Association.
Employer Representative.

N. MAVODZA,
On behalf of Sugar Refining Employers Association,
Employer Representative.

S. CHIGOVERA,
On behalf of Sugar Refining Employers Association,
Employer Representative,

P. S. MASAIRE,
On behalf of Sugar Refining Employers Association
Trade Union Representative.

A. MUSHAMBADZI,
Zimbabwe Sugar Refinery Trade Union,
Trade Union Representative.

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T. CHAKWAKWAMA,
Zimbabwe Sugar Refinery Trade Union,
Trade Union Representative.

R. GURIRA,
Zimbabwe Sugar Refinery Trade Union,
Trade Union Representative.

T. CHINGOMBE,
Zimbabwe Sugar Refinery Trade Union,
Trade Union Representative.

M. MLAMBO,
Zimbabwe Sugar Refinery Trade Union,

FIRST SCHEDULE (*Sections 2, 3, and 4*)

CLASSIFICATION OF OCCUPATION IN GRADES

Grade 2

1. Lorrymate.
2. Packer.
3. Ash Heaver.
4. Cleaner.
5. Coal Offloader.
6. Gardner.

Grade 3

1. Messenger.
2. Utility Machine Operator.
3. Mud Press attendant.
4. Changing Room Attendant.
5. Servo Attendant.

6. Bag Filler.
7. Sewing Machine Operator.
8. Bulk Sugar Handler.
9. Palletiser.
10. Char Mover.

Grade 4

1. Machine Operator.
2. Grab Driver.
3. Fitters' Assistant.
4. Greaser.
5. Melter Attendant.
6. Electrical Assistant.
7. Mingler Attendant.
8. Pan Assistant.
9. Laundry Assistant.
10. Canteen Assistant.
11. Caramel Assistant.
12. Weighbridge Attendant

Grade 5

1. Chemical Attendant.
2. Clarifier Attendant.
3. Rate Box Operator.
4. Boiler Operator.
5. Char Furnace Attendant.
6. Fork Lift Driver.

Grade 6

1. Centrifugal/Kontifugal Operator.
2. Laundry Leading Hand.
3. Stores Clerk.
4. Shift tester.
5. Messenger/Driver.

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6. Carpenter.
7. Dispatch Clerk.
8. Engineering Clerk.
9. Front End Loader Driver/Loader Hauler and Dump Truck Driver.
10. Painter.
11. Production Leading Hand.
12. Quality Controller (CCF).

Grade 6B

1. Delivery Truck Driver.

Grade 7

1. Merchandiser.
2. Assistant Storeman.
3. Sales Clerk.
4. Cashier.
5. Production Charge Hand (CCF).
6. Process Leading Hand.
7. Packing Charge Hand.
8. Raw Sugar Leading Hand.
9. Maintenance/Electric Attendant.
10. Char House Leading Hand.
11. Laboratory Analyst.
12. Builder.
13. Bus Driver.
14. Cleaner Leading Hand.
15. Production Clerk

Grade 8

1. Accounts Clerk (Creditors).
2. Accounts Clerk (Debtors).
3. Quality Controller.
4. Receptionist.
5. Storeman.

Grade 9

Caramel Boiler.

SECOND SCHEDULE (*Section 26*)

GRATUITIES

<i>Length of Services Years</i>	<i>Percentage of monthly wage on termination of employment</i>
1–4	20
5	25
6	26
7	27
8	28
9	29
10	30
11	31
12	32
13	33
14	34
15	35
16	36
17	37
18	38
19	39
20	40
21	41
22	42
23	43
24	44
25	45
26	46
27	47

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28	48
29	49
30	50
31	51
32	52
33	53
34	54
35	55

Note: Any period after 35years the incremental percentage that shall apply will be 1%.

THIRD SCHEDULE (*Section 16*)

SERVICE ALLOWANCE

<i>Period</i>			<i>Percentage of current wage</i>
0	to	5 years	4%
6	to	10 years	6%
11	to	15 years	10%
16	to	20 years	12%
21	to	25 years	14%
26	to	30 years	16%
31	to	35 years	18%
36	to	40 years	20%

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FOURTH SCHEDULE

SUGAR REFINING INDUSTRY SUB-SECTOR UNDERTAKING
RECORD OF SERVICE FOR SUGAR REFINING SUBSECTOR
UNDERTAKING EMPLOYEES

..... Sheet or record Identification particulars

Surname

.....

Forenames Marital status

Name of Employer	Nature of employment	Grade	Dates of Service		Last rate of pay	Signature of employer
			Commenced	Terminated/ In service		

Specimen signature (in ink):

.....

This record to be retained by the
employer and returned to employee
Only on termination of employment

The blanks are to be filled in by
The employer issuing a new card
When this one is fully used.

.....sheet or record
(i.s, number of next sheet)

Was issued by

..... Was issued by;

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FIFTH SCHEDULE (*Sections*)

FORM OF NOTICE

Name of establishment.....

In terms of section of the Labour Relations (Sugar Refining Industry)
Employment Regulations, 1993—

- (a) the number of ordinary working hours per week for each class or
group of employees is
.....
.....
- (b) the normal daily times of starting and times of finishing work for
each class or group of employees are
.....
.....
- (c) the industrial holidays to be observed are
.....
.....