

Collective Bargaining Agreement: Cotton Industry

IT is hereby notified that the Collective Bargaining Agreement set out in the schedule, shows the agreement made under the National Employment Council for the Cotton Industry, which replaces the Agreement under Statutory Instrument 150 of 2010. The agreement has been registered in terms of section 79 and is hereby published in terms of section 80 of the Labour Act [*Chapter 28:01*].

Statutory Instrument 150 of 2010, is hereby repealed.

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR THE COTTON INDUSTRY

COLLECTIVE BARGAINING AGREEMENT: COTTON INDUSTRY

Made and entered into in accordance with the provisions of the Labour Act [Chapter 28:01], between the Cotton Industry Employers Association of Zimbabwe (hereinafter referred to as ‘the employer’ or ‘the employers’ organisation’) of the one part, and the Cotton Marketing Workers Union of Zimbabwe (hereinafter referred to as the ‘employee’ or ‘trade union’) of the other part, being parties to the National Employment Council for the Cotton Industry.

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Title

1. This agreement may be cited as the Collective Bargaining Agreement: Cotton Industry.

Interpretation

2. In these regulations—

- “acid delinting drum minder” means an employee engaged under the direct supervision of a plant supervisor to observe the working temperature of acid delinting drums and take remedial action to avoid the drums exceeding maximum temperature;
- “accounting assistant” means an employee working in the accounts department who assist with accounting duties.
- “administration assistant” means an employee who is employed to assist with administration of a ginnery or depot;
- “assistant purchasing officer” means an employee who assist in the procurement of goods and services;
- “audit assistant” means an employee who assists the Auditor in performing audit duties;
- “binner” means an employee who is responsible for cleaning and weighing cotton waste;
- “batch weigher” means an employee who is responsible for weighing cotton.
- “boiler attendant” means an employee who maintains the boiler;
- “bus driver” means an employee who drives a bus as defined by the Road Traffic Act [Chapter 13:11]
- “carrier” means an employee who is wholly or mainly employed to carry bags of cotton seed or other materials for staking and other purposes;
- “contract employee” means an employee who is employed for a specific period;
- “charge-hand” means an employee in charge of a gang of at least three but not more than 20 employees in lower grades;
- “child” means a person under 18 years of age.
- “child labour” refers to work for which the child is either too young - work done below the required minimum age – or work which, because of its detrimental nature or conditions, is altogether considered unsuitable for children and is prohibited.
- “clerk” means an employee engaged in duties such as writing, filing, compiling attendance register and employment records and the use of telephones who may work in the accounts, stores and records sections of any other section;

“continuous service” means the total period of employee’s unbroken service with the company in terms of section 21;

“caretaker” means an employee whose duties involves maintaining grounds or and buildings;

“days off” means a day in the week in which an employee is not normally required to work;

“depot” means any place of establishment by the employer for carrying out any activities for a company;

“driver” means an employee employed for the purpose of driving company vehicles;

“depot stores-person” means an employee in charge of stores at a depot;

“emergency work” means work which must be performed immediately in order to prevent harm to the plant, the employees or nearby persons or properties;

“fixed term contract” expires automatically upon the effluxion of its stipulated period, unless expressly stated;

“handyman” means an employee who is employed on mechanical, electrical or carpentry work, boiler maintenance, welding, painting, repairs and renovations of a minor nature to his employers property, but who is not required to embark upon, or carry out any single task in occupations prescribed for a trade designated or deemed to have been designated in terms of the Manpower Planning and Development Act [Chapter 28:02];

“heavy duty driver” means an employee who drivers a heavy-duty vehicle in terms of the Road Traffic Act [Chapter 13:11];

“hoist operators” means an employee who is in charge of the hoist and mixing floor employees;

“grade” means a grade into which an employee is placed in terms of the Schedule;

“grading room recorder” means an employee who records, in writing, details of seed cotton deliveries;

“grading room caller” means an employee who calls out data related to graded cotton;

“grading room assistant” means an employee who assist a grader in performing their duties;

“long-term employee” means any employee engaged for 12 months or more during any given period

“machine operator” means an employee who is required to observe ginning machinery for minor signs of mechanical faults and to take remedial action to clear such faults under the direct supervision of a senior machine operator’s Council before 1st February 1982, and recognized

“medical practitioners” means any person who is certified under the Health Professions Act [Chapter 27:19], or registered by the Traditional Council;

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

“overtime” means anytime worked beyond normal working hours;

“parent industry” means as defined in the Manpower Planning and Development Act [Chapter 28:02];

Permanent contract has the same meaning ascribed to it in the Labour Act {Chapter 28:01}

“piece work” means work done under any system by which earnings are calculated wholly on the quantity or output of work done, irrespective of the time spent on such work;

“Seasonal work” means work for which an employee is engaged by an employer for intake and ginning of cotton during the season. Such employee shall be engaged for less than 12 months in any given year.

- “seasonal worker” means an employee who is employed for intake and ginning of cotton during a specific cotton season;
- “stack master” means an employee responsible for building and maintaining stacks;
- “skilled worker” means a person who has been certified by the Registrar of Apprenticeship and Skilled Manpower as a Skilled worker Class I, II, III or IV in a designated or recognized trade in terms of the Manpower Planning and Development Act [Chapter 28:02] or the holder of a journeyman registration certificate issued by a National Council before 1st February 1982 and recognized by the Registrar of Apprenticeship and Skilled Manpower;
- “skilled worker assistant” as defined in the Manpower Planning and Development Act [Chapter 28:02];
- “switchboard operator” means an employee engaged to operate a switchboard;
- “typist receptionist” means an employee engaged to copy type and man reception area;
- “ticket system” means a system whereby an employee is engaged at a wage calculated by reference to the completion of a ticket based on an agreed number of days worked or a record based on the number of days worked;
- “trainee” means an employee appointed as a trainee for a defined period;
- “wage/salary” means the basic earning of an employee excluding any payment, in respect of overtime or any bonus and other benefits;
- “watchman” means an employee engaged in depot-protection duties;
- “working day” means any day other than a day off or an industrial holiday;

Application

3. This agreement shall apply to both permanent, contract, and seasonal employees engaged in cotton procurement, cotton ginning including seed processing and marketing in occupations listed in the First Schedule of this agreement. This statutory instrument shall apply to all employers and employees in the cotton industry within the area of Zimbabwe.

Administration of the agreement

4. (1) The council shall be responsible for the administration of this agreement.
 - (2) The council reserves the right to delegate any of its powers under this agreement to any person or persons it may deem fit.
 - (3) The council reserves the right to nullify or revoke any decision made in terms of this agreement by itself or by any of its committees or by any delegate it appoints.
 - (4) The parties to this agreement shall give every assistance to the council’s agents in conducting investigations as the council deems necessary into the operation of this agreement and specifically to identify whether or not the provisions thereof are being complied with.
 - (5) Should any of the provisions of this agreement be declared ultra vires by any competent court of law, the remaining provisions shall be deemed to be the agreement, and shall remain in force.
 - (6) Any person who fails to comply with this collective bargaining agreement which is binding on all parties shall, without derogation from any other remedies that may be

available against him for its enforcement, be guilty of an offence and liable to a fine not exceeding two thousand dollars or to imprisonment for a period not exceeding one year or to both such fine and such imprisonment.

Availability exemption and variation of the agreement

5. Every employer shall keep a copy of this agreement freely available at all times for inspection or reference by the employees.
6. (1) The council may grant exemption from or a variation of any of the provisions of this agreement or that which the council deems necessary to any employer or employee and may at any time likewise vary or cancel such exemption or variation.

(a) A company that has difficulties in meeting the minimum requirements may apply for exemption to the NEC Exemption and Variation Committee in terms of sections 5 and 6 of Statutory Instrument 150 of 2010:

Provided that such application, with effect from 1 October 2022, shall be accompanied by a non-refundable fee of USD\$2000.00 or equivalent, and the NEC reserves the right to grant or deny such application.

(b) A company paying in United States Dollars (USD) shall be entitled to a 15% discount and a company paying in Zimbabwean Dollars (ZWL), at a prevailing auction rate, shall add a 10% premium. The prevailing rate to be used for each month will be that set on the last Tuesday of every month by the Reserve Bank of Zimbabwe.

Contract of Employment

7. (1) In respect of every employee, there shall be a contract of employment in writing by the employer and duly signed by both the employee and the employer at the time of engagement. One copy of such contract shall be retained by the employer and the other copy handed over to the employee.
 - (2) The contract shall state the occupation, grade in which the employee is placed, his wage or salary and details of all allowances payable and regular deductions which are mutually agreed upon on engagement or authorized in terms of this agreement or terms of the Labour Act [Chapter 28:01].
 - (3) In case of any disagreement arising as to the grade in which the employee has been placed, such disagreement shall be referred by either party to the Council whose decision shall be final.
 - (4) No alteration to a contract shall be enforceable by either party to the contract unless such alteration has been mutually agreed upon and duly endorsed by the parties to such contract.
 - (5) No employer shall enter into a legally enforceable contract of employment with a minor person as defined in the Labour Act [Chapter 28:01].
 - (6) Where an employer has failed to renew a contract of employment on time for whatever reason, the contract shall be deemed to have been renewed for the same period as that which existed in the previous contract.

Grading

8. (1) Every employee shall be placed by the employer upon engagement in a grade commensurate with his or her occupation in terms of classification of occupations contained hereunder.
 - (2) An employee in a lower grade who obtains qualifications or certification suitable for position in higher grades may be considered for such higher grade only if a vacancy exists or the employer is satisfied that he has the appropriate qualities for the higher-grade job.
 - (3) To promote equity and the principle of equal pay for equal work, there shall be a single grading system for all employees regardless of whether they are permanent employees, employed on long term contracts or seasonal workers, hence employees shall be graded in accordance with their qualifications, nature of work and experience.

Remuneration

9. (1) The employer shall pay an employee at least a wage/salary commensurate with his grade minimum as prescribed from time to time by the NEC
 - (2) There shall be a 3% difference in basic salary between grades and 5% difference between bands.
 - (3) No employee shall accept a wage/ salary less than that prescribed for his/ her grade.
 - (4) after commencing work, no employee shall be paid less than the full day or shift, unless—
 - (a) he or she is removed from his place of work or sent home for being under the influence of alcohol or non-medically prescribed drugs or has been suspended in terms of regulations made in line with the provisions set out in the Labour Act [chapter 28:01] and amendments therefrom; or
 - (b) he ceases work on his or her own accord for reasons other than sickness or a work-related accident whose gravity justifies cessation of work and which has been reported to the supervisor;
 - (c) where employment is terminated, terminal benefits other than pension benefits due to the employee should be paid within 14 days from the date of such termination; and
 - (d) all basic earning payment should be accompanied by a pay slip

Hours of work

10. (1) The normal or ordinary hours of work for all employees shall not exceed forty-five hours per week or nine hours per day.
 - (2) An employer shall not require or allow an employee to work and an employee shall not work extended hours other than the hours specified in subsection (1);

Provided that overtime shall be worked in an emergency, or to maintain essential services or where emergencies of the situation so demand.
 - (3) Where the employer requires an employee to work overtime, he shall whenever possible give the employee at least twelve hours' notice. This notice provision shall not apply in an emergency or where essential services have to be maintained or where urgencies of the situation demand.

- (4) where an employee work overtime, he shall be paid overtime as prescribed in section 11.

Conversion of rates

11. (1) For the purpose of converting a weekly wage to
- (a) the hourly equivalent, the weekly wage shall be divided by the number of hours ordinarily worked in a week; or
 - (b) the monthly equivalent, the weekly wage shall be multiplied by four and one third.
- (2) An employee who is required to work overtime shall be credited with—
- (a) full thirty minutes for the first thirty minutes or less worked on any one day;
 - (b) the actual overtime worked taken to the nearest thirty minutes for overtime worked in excess of thirty minutes but under forty-five minutes;
 - (c) the actual overtime worked taken to the nearest hour for overtime worked in excess of forty-five minutes but under fifty-nine minutes.
- (3) An employee required to work overtime shall be remunerated for such overtime worked as prescribed below—
- (a) where overtime is worked on a normal working day, payment shall be at the rate of one and half times the current basic wage/salary;
 - (b) where overtime is worked on a public holiday or Sundays' payment shall be at double rate.
- (4) Overtime shall be calculated on an hourly wage/salary and for purposes of converting—
- (a) basic wage/salary per day/shift to an hourly rate, the employees' current basic wage/salary per day/shift shall be divided by eight;
 - (b) monthly basic wage/salary to an hourly rate, the employees' current monthly basic wage/salary divided by 190 hours.
- By mutual consent between the employer and the employee the employer may give the employee equivalent time off in lieu of overtime payment.

Deductions

12. (1) No deductions or set-off of any description shall be made or allowed from any remuneration due to an employee except—
- (a) where an employee is absent without leave from work on days other than paid public holidays or any form of leave, a pro-rata amount of his salary/wage only for the period of such absence; or
 - (b) by a written stop order for contribution to insurance policies, pension fund, medical aid societies, trade union dues; or
 - (c) any amount which an employer is compelled by law or legal processes to pay on behalf of an employee; or
 - (d) with written consent of the employee, for repayment of money lent to him by the employer or any other monies he owes or repayment due to a local authority or building society in respect of a housing scheme, including interest thereon if any; or
 - (e) by written stop order in favour of a personal savings account; or

- (f) for the payment, if accommodated by the employer of rentals, water, telephone, electricity bill including any other related incidental expenses.
- (2) Where an employee requests to have deduction from his wage/salary towards the union dues cancelled, he is required to give one month notice in advance through the union.
- (3) Where an employee terminates his employment prior to giving the notice of cancellation of the deductions towards the union dues the employer shall deduct such dues from his terminal benefits.
- (4) Total deductions in terms of this paragraph shall not exceed 25 percent of the gross remuneration due to the employee concerned.
- (5) An employee who is a trade union member shall authorize in writing, the payment of his or her current trade union subscriptions by deductions made from his or her wages and such written authority shall be –
 - (a) addressed to the employer; and
 - (b) sent to the union’s head office
 - (c) non-trade union members shall have three percent deducted from their income as a levy for services rendered whenever a collective bargaining agreement dealing with wages and salaries has been concluded;
 - (d) upon receipt of a written authority referred to in subsection (5), the Trade Union Secretary shall—
 - (i) endorse the written authority as having been duly registered; and
 - (ii) transmit the written authority to the employer to whom it is addressed;
 - (e) upon receipt of such written authority, the employer shall on the next pay preceding the authorization to deduct money and thereafter on the first day of each succeeding month, deduct the prescribed amount from the employee’s wages and cause the same to be sent to the Trade Union Secretary on or before the third day of each month, accompanied by the statement.

Standby duty

- 13. (1) An employer may appoint, in writing, an employee for standby duty and an employee so appointed shall perform such when called upon to do so.
- (2) The employer shall give not less than twenty-four (24) hours’ notice to the employee who has to be on standby. Notwithstanding the above, a shorter notice may be given in case of an emergency.
- (3) The employee who is appointed to perform standby duty shall remain at his residence outside normal working hours should he wish to be away from home he should get approval from the employer and he must advise the employer of his whereabouts.
- (4) Unless by mutual consent, an employee who has completed a period of seven days on standby duty shall be given at least seven days before being appointed to perform a further period of standby duty.
- (5) An employee on standby duty shall be paid standby allowance and call out allowance as prescribed in section 17.

Leave

14. (1) Vacation leave—

- (a) In this section, for purposes of calculating the accrual of vacation leave, “continuous service” includes any period of national service;
- (b) any employee in his first year of employment shall accumulate normal vacation leave but may not go on such leave until he has completed six months continuous service but may proceed on such leave with the consent of the employer;
- (c) an employee shall give at least one week’s notice of his intention to proceed on leave and shall be entitled to proceed on such leave except where---
 - i. undue hardship would be caused to the employer in which case, proceeding on such leave shall be deferred to a later date by the employer;
 - ii. has an annual shutdown and an employee and an employee will take his vacation leave during such shutdown; and
 - iii. an employee engaged in work with seasonal peak may be required to take his vacation leave during the off season;
- (d) an employee shall accumulate at least 30 days’ vacation leave or 22 working days per annum. Any leave in excess of 90 vacation days will be forfeited. Such forfeiture will not result in the employer requesting the employee to defer taking of his/her leave.
- (e) any employee who has accumulated leave may with the consent of the employer, elect to be paid cash in lieu of leave accrued or a portion thereof;
- (f) an employee whose employment is terminated for whatever reason shall be paid cash equivalent to any leave accumulated;
- (g) an employee recalled to work whilst on leave shall be granted a refund of any direct additional expenses incurred including a proportion of overhead costs such as hotel and travel expenses;
- (i) the rate of leave accrual applicable should be as prescribed in section 16;
- (h) public holidays- all the days prescribed as public holidays in terms of the Public Holidays [chapter10:21] shall be for public holidays;
- (i) special leave – employees shall be entitled to special leave on full pay not exceeding twelve days in a calendar year. The provisions of section 14B of the Labour Act shall apply.

Sick leave

15. (1) Sick leave shall be granted to an employee on the following grounds –

- (a) if an employee claims to be unfit for work owing to sickness or an accident the employer shall grant such an employee the opportunity to be examined by a medical practitioner or a registered traditional healer;
- (b) upon such examination, the employee shall obtain a medical certificate stating whether or not he is fit for work;
- (c) if he is not fit for work, the period for which he is likely to be unfit for work;

- (d) if an employee has obtained a certificate from a medical or traditional practitioner stating that he is unfit for duty, he shall be paid his full salary or wage by the employer for a period not exceeding ninety days in any one year of service and half salary for additional ninety (90) days in terms of the Labour Act;
- (e) any sick leave taken in excess of one hundred and eighty (180) days give the employer the right to terminate the employees contract of employment on medical grounds;
- (f) an employee shall be entitled to both his salary or wage and benefits during sick leave:
Provided that the injury was not self-induced or self-inflicted and that the employee did not refuse to get medical attention.
- (g) any period of absence or sick leave in excess of ninety days shall not be counted as service for purposes of assessing vacation leave entitlement;
- (h) female employees forced to withdraw their services because of pregnancy prior to their qualifying for maternity as defined in the Labour Act shall be entitled to apply for vacation leave.

(2) A pregnant female employee who qualify for maternity leave as provided in the Labour Act shall furnish her employer with a medical certificate confirming the date of birth of the child and shall be entitled to ninety-eight days paid maternity leave. The rate of pay is as follows—

(a) where the female employee fails to work for any reason other than death, dismissal or retrenchment for a period at least as long as the period for which she was absent on maternity leave, she shall be liable for reimbursement to the employer of all the salary or wages and benefits received while on such leave;

(b) a female employee shall be entitled to be paid for maternity leave once in any two-year period and up to a maximum of three times with one employer;

(c) a sucking mother shall be granted at least one hour or two half hour periods to nurse her child. The one hour or two half hour periods may be combined with normal breaks to give an extended period, provided this does not interfere with her normal production requirements;

(d) the suckling mother shall be entitled to the one hour or two half hour period referred to in paragraph (d) only up to a maximum period of six consecutive months.

Special provisions on contract and seasonal workers

16. (1) Vacation leave: a contract worker shall accrue paid vacation leave at the rate of 2.5 days per month. Where such leave cannot be taken during employment the employee shall be paid cash equivalent to days accrued upon termination of contract of employment.

(2) Sick leave –

(a) shall be as provide under section 15 and shall apply to contract worker with exception of the maternity leave entitlement;

- (b) shall be calculated according to a maximum of ninety (90) days per annum or worked on a pro rata basis depending on the period of the contract;
- (c) a contract worker cannot proceed on sick leave unless he has served for a continuous period of three months with the same employer. Where sick leave is recommended before the employee has completed the qualifying period, the employer may grant such as unpaid leave or terminate the contract of employment;
- (d) any leave taken in excess of the regulated number of days as in subsection (2)(b) above, give the employer the right to terminate the employee's contract of employment.

Allowance

17. (1) Standby: an employee appointed for standby duty as prescribe in section 13 shall be paid standby allowance as provided below

- (a) an amount equal to his daily basic rate of pay for each week of standby completed;
- (b) where the employee on standby is called out on duty, he/she shall also be paid overtime over and above standby allowance for the period worked as prescribed in section 11;
- (c) the employee on standby has to comply with employment regulations;

(2) Shift allowance: a shift worker whose occupation is classified as grade A1 C2 as defined in this agreement shall be paid an allowance of RTGS\$60.00 for shift worked per month. No shift worker is allowed to work for more than one shift per one day. The allowance is reviewed from time to time.

(3) Subsistence allowances: an employee who is required to work at a place far away from his usual work place as to necessitate his sleeping away from home shall be conveyed to and from such place at the expense of the company and shall be paid in addition to his wage for the time during which he is away from home, either

(a) proved expenses for meals and accommodation reason ably and necessarily incurred by him; or

(b) in respect of unproved expenses for an absence of more than four hours from station the following minimums shall apply—

Breakfast	\$3.00
Lunch	\$5.00
Dinner	\$5.00
Accommodation	\$30.00
Incidentals	\$2.00

The rates are reviewed from time to time

Where an employee is transferred on permanent basis to another Centre he and his family may be accommodated at hotel or boarding house conveniently situated to his place of work for 30 days or alternatively be paid an allowance not exceeding 50% of the hotel charges applicable.

Provided further, that no allowance of any nature shall be paid to an employee who is transferred at his own request.

Acting appointments

18. (1) An employee may be appointed to act in a position senior to his own during the absence of the permanent incumbent of that post or during any period that such post is vacant.
- (2) An employee appointed to act in a senior post in terms of subsection (1) above shall be entitled to payment of an acting allowance of not less than 25% of his/her salary.
- (3) No employee who has been appointed to act in a senior post shall continue to act in such post for a continuous period exceeding twelve (12) months after which such post is deemed to have been filled in by the acting person.

Contract notice

19. (1) Every contract of employment shall provide that an equal period of notice to terminate such contract shall be given by either party as prescribed in the Labour Act [Chapter 28:01] except that
 - (a) where a month's notice has been mutually agreed to it shall be taken to run from the first day of the month following the date on which such notice is given;
 - (b) it shall not be necessary for an employee to give notice where he is unable to do so because of some personal emergency or compelling necessity.
- (2) The employer shall not give notice of termination of contract to an employee whilst such employee is sick.
- (3) Neither the employer nor an employee shall give notice of termination of contract whilst such employee is on vacation leave.
- (4) An employee who has given or received notice to terminate his employment shall not be required or permitted to take vacation leave during the period of such notice, except by mutual agreement in writing.
- (5) The employer may discharge his obligation by paying an employee his full wage and allowances for and in place of the period of notice required to be given in terms of this section.

Continuous service

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

Provided that an employee who is discharged and re-engaged by the company within two months of such discharge shall be deemed not to have broken his continuous service.
- (2) If, upon the change of ownership of the establishment, an employee enters the service of the new owner, or continues his employment in the establishment his service with the previous owner shall be reckoned as service with the new owner, and shall be

deemed not to have been broken by such change of employer. This will be applied in terms of the Labour Act;

Provided that, if, upon the change of ownership of an establishment, an employee is paid by the previous owner a gratuity in terms of section 21 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 the gratuity paid by the previous owner.

Record of service and gratuities on termination

21. (1) An employee whose service are terminated, for any cause, whatsoever, may request a record of service from the company.
- (2) The record of service form shall be provided by the National Employment Council and completed by the employer specifying the period of service and occupation of the employee.
- (3) An employee shall be eligible for payment of gratuity when—
- (a) he or she has achieved eligible years whilst on continuous employment or on continuously renewable long-term contract; or
 - (b) he or she has achieved eligible years to be paid gratuity whilst on permanent employment; or
 - (c) both (a) and (b) shall apply only to those who are not on pension scheme; and
- (4) Notwithstanding the provision of subsection (3) above, if an employer has already made provision for pension, the gratuity as outlined in subsection (3) shall not apply.
- (5) If an employee who has completed three or more years of continuous service dies before receiving a gratuity in terms of subsection (3) above, there shall be paid to his or her estate the sum which the employee would have received if his contract of employment had terminated on the day of his death.

Protective clothing

22. (1) The company shall supply annually, free of charge water-proof caps, overcoats, overalls or suitable protective clothing to every employee who, in the course of his duties, is habitually exposed to inclement weather, or such protective clothing as is reasonably required for the occupation or operation in which the employee is engaged.
- (2) Any clothing supplied to an employee in terms of this section, apart from any emblems or insignia provided by the company to be worn on such clothing, shall become the property of the employer and employee shall ensure that such clothing is maintained in a satisfactory condition.

Retirement

23. With respect to retirement, this is in accordance with the applicable pension rules

Copy of regulations and notice

24. (1) The employer shall exhibit a copy of these regulations and all amendments thereto in a place easily accessible to every employee.

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

Registration and council levies

25. (1) Every employer engaged in the industry shall within one month of the coming into force of this agreement, notify the secretary of the council of the following particulars concerning himself
- (a) Full name;
 - (b) Trading name
 - (c) Address at which business is conducted
 - (d) The nature of business conducted
 - (e) The number of employees in each of the specified grades
- (2) A registered employer shall forthwith advise the council, in writing, of any alterations in the particulars given in the application form or as change in personnel of the business and in the case of registered company of any change of manager whose name was submitted to the council.
- (3) For the purpose of meeting the expense of the council, every employer shall deduct 2.5% from the salary/wage of each of his/her employee and the employer shall contribute the same amount. The total amount shall be remitted to the secretary of the council monthly, on or before the 30th of that month but not later than the 3rd of the following month.
- (4) Levies that are not paid on the said date shall accrue at interest rate of 10% per annum. Please note that the penalty is not calculated on a pro rata basis but applies fully irrespective of the number of days.

Further Agreement

- (5) On the last month of the season, all employers shall deduct levies equivalent to three months or levies multiplied by three in order to meet the expenses of the National Employment Council.

The deductions shall only be affected on—

- (a) Seasonal workers—
 - (i) Whose contracts have come to an end; or
 - (ii) Who were employed between April and December; and
 - (b) Short-term contract workers employed between April and December.
- (6) Notwithstanding the provision of subsection (3) and (4) --
- (a) The minimum levy subscription shall not be less than USD\$2000,00 or equivalent in the off season, or USD\$4000,00 or equivalent during the cotton buying and ginning season with effect from 1 October 2022.
 - (b) Companies paying in USD shall be entitled to a 15% discount and companies paying in ZWL at the prevailing auction rate shall add a 10% premium. The prevailing rate to be used for each month will be that set on the last Tuesday of every month by the Reserve Bank of Zimbabwe.
 - (c) where a company has deducted more than the stipulated minimum, the actual amount deducted shall be remitted to the NEC.

(d) NEC minimum levies and exemptions application fee will be reviewed quarterly

(7) Any person who contravenes or fails to comply with subsection (1) to (4) of this section commits an offence and shall be liable, on conviction, to a fine or imprisonment as prescribed in the Labour Act, section 82(3)(b).

(8) In this section—

“Cotton buying season” means the period covering 1st June to 30st September of each year in which there is the buying and ginning of cotton;

“off season” means the period outside the cotton buying season, that is the period between October and May of the following year”

Codes of conduct

26. (1) All cotton companies shall register in-house company codes and such codes shall be registered with the Registrar of Labour Relations and shall incorporate an appeal procedure as outlined below.

(2) If the employee is not happy about the manner in which the appeal was conducted and the decision, may appeal to the Appeals Committee of the National Employment Council for the Cotton Industry. Appeal to the NEC must be for any decision except for first and second written warning. The appeal must be lodged within five (5) days with the grounds of the appeal clearly stated. The NEC Appeals Committee shall make a determination after allowing the parties to present their case on paper and/or in person.

(3) The total period will be fourteen (14) days of this appeal process. Out-of-time appeals may be considered when there is a reasonable excuse for the delay determined by the Committee. All decisions of the Committee shall be based on deliberative votes and if there is a deadlock, the chairperson must have a casting vote.

(4) Appeals to the National Employment Council shall be considered by the NEC Appeals Committee comprising of at least one representative or their alternate from each of the parties and a chairperson;

-Providing that no member shall sit on an appeal involving the organisations in which he is employed;

-The appeals committee may determine an appeal on the record of the proceedings or in its sole discretion admit evidence in addition to that contained in the record if the interests of justice so require

(5) The secretary of the Employment Council or his/her appointee shall attend all meetings of the appeals committee for the purpose of recording the proceedings.

(6) The decision of the appeals committee shall be final, subject to a right of appeal to the external mechanisms in terms of the Labour Act, as amended from time to time.

Ruling confirmation expenses

26A. The cost in terms of the provisions of section 93(5a) of the Labour Act [Chapter 28:01] must be borne by both parties:

Provided that either of the parties may proceed to pay the cost and make a claim against the other party.”

Dispute procedure

27. Where the parties to the agreement fail to reach accord on any matter brought before the Council, the dispute shall be referred to arbitration in terms of section 93 of the Labour Act.

Prohibition of child labour and employment of young persons

28. (1)(a) No persons under the age of 18 shall be engaged in any work in the Cotton Industry.
- (b) No employer shall offer any work to any child under any circumstances whatsoever including in any of the activities listed in the Appendix 4 or to be engaged in any activities which could be defined as child labour whether or not such activities are for gain.
- (c) If an employer is found to be in violation of the provisions of paragraph (a) and (b) such an employer shall be guilty of an offence and liable in terms of section 11 of the Labour Act.

Payroll administration

29. (1) Every company shall put on the payroll all its employees and accordingly deduct the prescribed subscription for the NEC, Union and other statutory bodies like National Social Security Authority (NSSA) and Zimbabwe Revenue Authority (ZIMRA); and
- (2) failure by the employer to put an employee on the payroll shall attract an NEC fine of US\$1000-00, per employee on the part of the employer; and
- (3) the NEC shall report the matter to NSSA and ZIMRA within three working days.

Classification of zones

30. --

- (1) The following areas are classified as urban zones
- Harare
 - Mutare
 - Gweru
 - Kadoma
 - Chiredzi
 - Kwekwe
 - Chegutu
 - Norton
 - Glendale
 - Bindura
 - Chinhoyi
 - Gokwe
- (2) (a) Areas with ginneries to be considered for Housing Allowances. The areas are as follows:
- Muzarabani
 - Nembudziya
 - Sanyati
 - Checheche
 - Mt Darwin

- Rushinga
 - Shamva (Tafuna)
- (b) the application of the housing allowance in clause (a) above shall be based on whether a ginnery is operating at the time of payment of the allowances.
- (c) sections 3(a) and 3(b) above are binding on all companies within the Cotton Industry with effect from 6 August 2019.

Capping of fixed term contracts

31. (1) (a) A fixed - term contract of employment shall be deemed to be a contract of employment without limit of time upon the expiry of five years of continuous service.
- (b) Sub section (1.1) is read together with section 21 of Statutory Instrument 150 of 2010 (Collective Bargaining Agreement: Cotton Industry), which provides as follows:
 ‘‘Continuous service shall be deemed to be broken only by the death, resignation, retirement or discharge of employee concerned provided that an employee who is discharged and re-engaged by the company within two months of such discharge shall be deemed not to have broken his continuous service’’.
- (2) Seasonal work is not considered under this arrangement irrespective of the period worked. Parties arrived at this agreement guided by the following principles:
- (a) To protect the existing seasonal jobs and promotion of future job creation.
 - (b) To promote future productivity of the cotton industry.

Declaration

32. The employer’s organisation and the trade union having arrived at the agreement set forth herein, the undersigned hereby declare that the foregoing is the agreement arrived at and affix their signatures thereto. This agreement shall be deemed to have come into operation on the date of its signing and shall remain binding until replaced by a substitute agreement or terminated by mutual agreement of the parties thereto or is otherwise nullified, suspended or modified in terms of the min Act.

Repeal

33. The agreement published in Statutory Instrument 150 of 2010 is hereby repealed.

Signed at Harare thisday of2022

For and on behalf of, National Employment Council for the Cotton Industry

.....
Chitemere T.

.....
Madarani-Farirai M.

For and on behalf of, Cotton Marketing Worker Union of Zimbabwe

.....
Makwarimba A.

.....
Fukai T.

For and on behalf of, Cotton Industry Employers Association of Zimbabwe

.....
Dimba C.

.....
Chitsa E.F.

Appendix 1
GRADES
Classification of Occupations Grades

<p>Grade A1</p> <ol style="list-style-type: none"> 1. Bale Pusher 2. Bale Sticher 3. General Hand 4. Pack Sorter 	<p>Grade A2</p> <ol style="list-style-type: none"> 1. Boiler Assistant 2. Canteen Assistant 3. Gardener 4. Carrier 5. Contamination Checker 6. Fork Hand (Mixing Floor) 7. Office Support Staff 8. Hooper Attendant 9. Knife Hand (Mixing Floor) 10. Lint Bale Pusher 11. Cleaner 12. Solvent Extraction Plant Hand 13. Stack Breaker 	<p>Grade A3</p> <ol style="list-style-type: none"> 1. Motes Tower Attendant 2. Handling Assistant 3. Mass Adjuster 4. Stackman 5. Stencillor 6. Watchman 7. Press Attendant
<p>Grade B1</p> <ol style="list-style-type: none"> 1. Assistant Fitter 2. Assistant Machine Operator 3. Assistant Plumber 4. Cook 5. Front End Loader Operator 6. Stores Assistant 7. Handyman 8. Laboratory Sampler 9. Sewing Machine Operator 10. Stack Master 11. Security Guard 12. Tractor Driver 13. Weighbridge Clerk 14. Workshop Assistant 15. Assistant Machinist 	<p>Grade B2</p> <ol style="list-style-type: none"> 1. Assistant Welder 2. Classing Assistant 3. Crane Operator 4. Dispatch Clerk 5. Driver 6. Fork Lift Operator 7. Grading Room Caller 8. Grading Room Clerk 9. Hoist Operator 10. Micronaire Tester 11. Mixing Floor Clerk 12. Mobile Workshop Assistant 13. Module Builder Operator 14. Module Feeder Operator 15. Receiving Clerk 16. Records Clerk 17. Refinery Attendant 18. Reserve Osmosis Operator 19. Seed Room Clerk 	<p>Grade B3</p> <ol style="list-style-type: none"> 1. Accounts Clerk 2. Administration Clerk 3. Allocations Assistant 4. Boiler Attendant 5. Cashier 6. Commercial Clerk 7. Data Capture Clerk 8. HVI (High Volume Instrument) 9. Inputs Clerk 10. Laboratory Assistant 11. Lint Clerk 12. Logistics Clerk 13. Motes Baler Operator 14. Procurement Clerk 15. Production Clerk 16. Receptionist 17. Salaries Clerk 18. Senior Fork Lift Driver 19. Stores Clerk 20. Caretaker

<p>Grade B4</p> <ol style="list-style-type: none"> 1. Grading Room Checker 2. Heavy Duty Driver 3. Machine Operator 4. Refinery Operator 5. Seed Analyst 6. Senior Driver 7. Senior Security Guard 8. Site Overseer 9. Creditors Clerk 	<p>Grade B5</p> <ol style="list-style-type: none"> 1. Assistant Diesel Plant Fitter 2. Assistant Electrician 3. Assistant Mechanic 4. Bulk Handling Overseer 5. Senior Accounts Clerk 6. Field Assistant 7. Head Cook 8. Loss Control Assistant 9. Senior Machine Operator 10. Storage Chargehand 	<p>Grade C1</p> <ol style="list-style-type: none"> 1. Administration Assistant 2. Builder 3. Plumber 4. Press Console Operator 5. Secretary 6. Senior Seed Analyst 7. Stores Officer 8. Welder
<p>Grade C2</p> <ol style="list-style-type: none"> 1. Automobile Electrician 2. Commercial Assistant 3. Fitter 4. Mechanic 5. Shipping Officer 6. Accounting Assistant 	<p>Grade C3</p> <ol style="list-style-type: none"> 1. Dispatch Supervisor 2. Human Resources Assistant 3. Laboratory Technician 4. Logistics Officer 5. Machinist 6. Quality Assurance Supervisor 7. Research Supervisor 8. Sales And Marketing Assistant 9. Security Supervisor 10. Senior Stores Officer 	<p>Grade C4</p> <ol style="list-style-type: none"> 1. Electrician 1. Grader 2. Instrument Technician Engineering 3. Lint Classifier 4. Salaries Officers 6. Procurement Assistant
<p>Grade C5</p> <ol style="list-style-type: none"> 1. Agriculture Extension Officer 2. Assistant Accountant 3. Head Grader 4. It Systems Administrator 5. Maintenance Supervisor 6. Mobile Equipment Mechanic 7. Process And Maintenance Supervisor 8. Research Agronomist 9. Sales And Marketing Officer 10. Senior Machinist 11. Senior Research Supervisor 12. Shift Supervisor 13. Technical Data Officer 14. Systems Technician 15. Seed Crop Inspector 		

Appendix 2

Grades classification and minimum rates applicable

Salaries and wages

1. (a) The minimum salary or wage applicable to all employees increases by 64.44% from ZWL\$68,108.00 to ZWL\$112,000.00 per month for Grade A1 employees.
- (b) Over and above the basic salary, employees shall be paid a Cost of Living Adjustment (COLA) of USD\$25.00 per month which can be paid at the prevailing interbank rate.
- (c) (i) Housing allowance for employees in urban zones remains at USD\$75.00 per month payable at the prevailing interbank rate.
(ii) Housing allowance for employees in areas with ginneries increases from USD\$37.50 to USD\$40.00 per month payable at the prevailing interbank rate.
- (d) (i) Transport allowance for employees in Harare remains at USD\$30.00 per month payable at the prevailing interbank rate.
(ii) Transport allowance for all other employees in urban areas as per graded zones remains at USD\$15.00 per month payable at the prevailing interbank rate.
- (e) Ginning shift allowance remains at USD\$10.00 per shift per month payable at the prevailing interbank rate.
- (f) Notwithstanding the date of signing, the effective date for the above increments shall be 1 October 2022.
- (g) The agreement is binding on ALL companies within the Cotton Industry
- (h) Companies that can afford are encouraged to pay more than the stipulated minimums and Employers who have access to US \$ (United States Dollars) are encouraged to pay in US \$.

2(a) SCHEDULE A - MINIMUM SALARIES AND WAGES APPLICABLE TO ALL EMPLOYEES WITH EFFECT FROM 1 OCTOBER 2022

Grade	Graded Salary RTGSS
A1	112 000.00
A2	115 360.00
A3	118 821.00
B1	124 762.00
B2	128 505.00
B3	132 360.00
B4	136 331.00
B5	140 421.00
C1	147 442.00
C2	151 865.00
C3	156 421.00
C4	161 113.00
C5	165 947.00

APPENDIX 3

Gratuities

Length of service in years	% of monthly salary on termination Of employment x number of years served
3	35
4	38
5	40
6	42
7	44
8	46
9	48
10	50
11	52
12	54
13	56
14	58
15	60
16	62
17	64
18	66
19	68
20	70
Above 20	75