

Collective Bargaining Agreement: Catering Industry (General
Conditions)

IT is hereby notified that the Collective Bargaining Agreement set out in the Schedule, which further amends the agreement published in Statutory Instrument 167 of 1991, has been registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING
INDUSTRY OF ZIMBABWE

COLLECTIVE BARGAINING AGREEMENT: CATERING
INDUSTRY (GENERAL CONDITIONS)

Further Agreement

This further agreement shall be read as one with the principal agreement published in Statutory Instrument 167 of 1991 (hereinafter referred to as “the principal agreement”), in accordance with the Labour Act [*Chapter 28:01*], made and entered into between the Catering Employers’ Association of Zimbabwe (hereinafter referred to as “the employers” or “the employers’ organisation”), of the one part, and the Zimbabwe Catering and Hotel Workers’ Union (hereinafter referred to as “the employees” or “the trade union”), of the other part, being parties to the National Employment Council for the Catering Industry of Zimbabwe.

The purposes of this further agreement is to consolidate and update the principal agreement in light of the several amendments that have taken place over time and to incorporate further agreements reached by the parties.

SCHEDULE

INDEX TO AGREEMENT

Clause

1. Scope of application of agreement.
2. Alteration of agreement.

Collective Bargaining Agreement: Catering Industry (General
Conditions)

Clause

3. Definitions.
4. Administration of agreement.
5. Exemptions.
6. Designated agents.
7. Trade union representation on the council.
8. Registration of employers.
9. Registers.
10. Wages, grading and increments.
11. Overtime rates of pay.
12. Conversation of rates.
13. Deductions from wages.
14. Payment of wages.
15. Transport, housing and meals allowances.
16. Service charge.
17. Contract and notice.
18. Hours of work.
19. Expenses of council.
20. Vacation leave.
21. Compassionate leave.
22. Sickness or incapacity.
23. Maternity leave.
24. Nursing mothers.
25. Continuous service.
- 25A. Record of service.
26. Piece-work, task-work or work on ticket system.
27. Special provisions: commis cooks, commis waiters, learner barman and learner receptionists.
28. Proportion on ratio of employees.
29. Uniforms and protective clothing.
30. Claims for benefits.

Clause

31. Application of agreement.

32. Code of Conduct.

ANNEXURE A: The role of the trade union.

ANNEXURE B: Incremental scale in recognition of continuous service, 3 to 15 years.

ANNEXURE C: Incremental scale in recognition of continuous service, 18 to 27 years.

ANNEXURE D: Classification of establishments

ANNEXURE E: Minimum schedule of uniforms and protective clothing.

NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING
INDUSTRY

Agreement

In accordance with the provisions of the Labour Act [*Chapter 28:01*], this agreement is made and entered into between the Catering Employers' Association of Zimbabwe (hereinafter referred to as "the employer "or employers' organisation"), of the one part and the Zimbabwean Catering and Hotel Workers' Union (hereinafter referred to as "the employees" or "the trade union), of the other part, being parties to the National Employment Council for the Catering Industry.

Scope of application of agreement

1. (1) The provisions of this agreement shall be observed by all employers falling within the terms of the definition of "Catering Industry" contained in clause 3, and by those of their employees for whom wages are prescribed in this agreement.

(2) Establishments shall be divided into three classes, as follows: 1A, 1 and 2 which shall relate to the location and type of the establishment as tabulated in "Annexure D" of this agreement.

(3) For the removal of doubt, the restaurant, and bar at Woodvale Airport, Bulawayo, shall be deemed to fall within Class 1.

(4) The provision of this agreement shall apply to part-time workers.

Collective Bargaining Agreement: Catering Industry (General Conditions)

Alteration of agreement

2. If either party desires to alter the terms of the agreement, such party shall give one month's written notice to the Secretary of the Council. The notice shall give full details of the desired amendment and on receipt thereof, the secretary shall immediately send a copy of the notice to the other party of the agreement. The proposed amendment shall be considered and voted upon at a meeting of the Council held not later than three months after receipt of the notice by the secretary.

Definitions

3. Any expressions used in this agreement which are defined in the Labour Act [*Chapter 28:01*] as amended and extended other than those defined in this clause, shall have the same meaning as in that Act. Further words importing masculine gender to include female gender unless inconsistent with the context—

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

“agent” means a person appointed by the Council to assist in giving effect to the terms of any agreement entered into by the parties to the Council;

“allowances” means transport allowances, housing allowances and meals;

“bar clerk” means an employee employed at an airport issuing goods for sale on aircraft, keeping records of issues, balancing cash received with records kept and duties related thereto;

“bar hand” means an employee employed in washing glasses, cleaning bars and public rooms, and who may be employed upon general labouring duties;

“barman” means an employee employed in dispensing and serving drinks in a dispensary, private, public or service bar or effecting sales in an off-sales department and who is responsible for cash and liquor stocks under his or her control;

“barman head” means an employee who has served at least three years in a public or private bar, is fully conversant with all types of drinks, in charge of not less than two barmen and is responsible for the operations of the bar;

“barman learner” means an employee training as a barman for a period of six months under the direct supervision of a barman;

“barman senior” means an employee who has served at least three years in a public or private bar and is in charge of not less than two barmen;

“bedroom hand” means an employee who carries out any of the following duties; cleaning bedrooms, making beds, giving general bedroom service to customers and any duties related thereto;

“bedroom hand senior” means an employee employed on general household duties and the supervision of not less than four or more than eight bedroom hands;

“bedroom hand/waiter” means a bedroom hand who; within the hours of his or her employment is also employed on waiting duties:

Provided that should this employee’s waiting duties exceed, in aggregate, more than twenty-four hours per week for the purposes of clause 10 he or she shall be deemed to fall within Grade IV.

“billiard-maker” means an employee employed to take care of billiard rooms and billiard-tables and to look after customer’s requirements when the game is being played;

“bill office clerk” means an employee who is engaged in one or more of the following duties; receiving money from guests, billing guests, preparing and allocating guest’s bill, balancing pre-lists from various departments and/or receiving cash from such departments or guests, checking all debtor’s bills prior to dispatch to companies or customers and duties related thereto, in a bill office;

“bill office clerk head” means an employee who allocated revenues received in his or her department and is in charge of one or more bill office clerks;

“boiler hand” means an employee employed in firing and regulating boilers;

“bookkeeper” means an employee who is wholly or substantially in recording any aspect of the financial

Collective Bargaining Agreement: Catering Industry (General Conditions)

transactions in the books of his or her employer up to trial balance;

“catering teller” means an employee who is engaged in a dining-room, restaurant, cafe or help-yourself lunch or snack room or take away establishment or any similar room where meals may be served, to receive payment and give change at a fixed point to customers for meals supplied, and who is required to account for his or her takings;

“cashier” means an employee employed in receiving payments from and giving change to customers in a restaurant, dining room, casino or reception office, keeping records and analysing sales and sums received and balancing cash taken with records kept and who may be required to act as a central cashing up point for other departments;

“cashier head” means an employee employed to supervise the work of more than one cashier;

“casino technician” means an employee employed in repairing and maintaining all electrical or mechanical equipment in the establishment falling within the catering industry as defined in clause 3 of this agreement;

“casual worker” means an employee who is employed on an occasional basis at irregular intervals, who is not employed for more than twenty hours in any one-week or for a period of not more than six weeks in any three successive calendar months, and who does not fall within the definition of part time worker;

“catering industry” or “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—

- (a) carrying on an activity on any premises other than premises operated as a club or beer hall by an employer in the Mining Industry for the benefit of his or her employees and which are situated on a mining location or special grant as defined in the Mines and Minerals Act [*Chapter 21:05*] for which an employer is required to hold—

- (i) one or more of the following licences in terms of the Liquor Act [*Chapter 14:12*]: airport liquor licence, bar liquor licence, beer hall liquor licence, hotel liquor licence, passenger vessel liquor licence, night club liquor licence, park and game liquor licence, theatre club liquor licence, camp and caravan liquor licence, restaurant (ordinary) liquor licence, club liquor licence, restaurant (special) liquor licence;
- (ii) a permit in terms of section 85 of the Liquor Act [*Chapter 14:12*] in respect of the operation of any canteen or mess of the Air force, the Army, the Police or the Prisons;
- (iii) a licence in terms of the Lotteries and Gaming Act [*Chapter 10:26*] of 1998;
- (b) providing accommodation and/or refreshments and/or meals and/or take away foods in hotels, boarding houses, restaurant, cafes, takeaway establishments, canteens and messes nor required to be licensed in terms of the Liquor Act [*Chapter 14:12*] or the Lotteries and Gaming Act [*Chapter 10:26*] but does not include the undertakings of the National Railways of Zimbabwe.
- (c) for the purpose of paragraph (a) of this definition —
 - (i) “hotels and boarding houses” means premises not required to be licenced in terms of the Liquor Act [*Chapter 14:12*] or the Lotteries and Gaming Act [*Chapter 10:26*], wherein provision is made for sleeping accommodation for not fewer than five persons (excluding members of the family and employees of the employer who occupies the premises);
 - (ii) “restaurant, cafes, takeaways, canteens, and messes” means premises not required to be licenced in terms of the Liquor Act

Collective Bargaining Agreement: Catering Industry (General Conditions)

[Chapter 14:12] or the Lotteries and Gaming Act [Chapter 10:26] but conforming in all respects with the following description — all establishments in which food is prepared or cooked and provided for sale and consumption on or away from the premises, irrespective of the size of the kitchen, accommodation and the seating capacity of the dining room (if any), save for those catering establishments which are part of a commercial undertakings of Zimbabwe, for example, *inter alia*, restaurants in departmental stores;

- “cash in transit clerk” an employee who collects cash from outlets and deposits or banks the cash collected;
- “catering teller” means an employee who is engaged in a dining-room, restaurant, cafe or help yourself lunch or snack room or takeaway establishment or any similar room where meals may be served, to receive payment and give change at a fixed point to customers for meals supplied, and who is required to account for his or her takings;
- “chef” means an employee fully experienced in all departments of the kitchen, who orders food and draws up all forms of menu, and who is responsible for the control and supervision of the kitchen and its staff;
- “chef Class 1” means an employee fully experienced in all departments of the kitchen of a recognised international *a la carte* restaurant, who orders food and draws up all forms of menus, and who is responsible for the control and supervision of the kitchen and its staff, and who is employed by and in establishments, the grading of which in terms of the Tourism Act [Chapter 14:20] is two stars or more or an establishment required to hold a Restaurant (Special) Liquor Licence;
- “class” means a class prescribed in Annexure D to this agreement;
- “clerk” means an employee who is engaged in routine posting from a book or source of original entry to a ledger and balancing such ledger, or making entries in

- sales, purchases or similar journals and balancing such journals;
- “clerk junior” means an employee engaged mainly in office work, such as writing, filing or any other form of clerical work, or in using various office machines, or who is substantially engaged in routine posting from a book of source of original entry to a ledger, and whose duties may include the operating of a telephone appliance;
- “clerk senior” means an employee who supervises the work of other clerks, and whose duties may include costing, indenting and stock control;
- “club steward” means an employee experienced in various aspects of a private or residential club, who assist management and may control employees in one or more departments but is not a *maitre d’ hotel*;
- “continuous service” means the total period of an employee’s unbroken service with an employer or in an establishment as described in clause 25 of this agreement;
- “cook catering school graduate” means an employee who has graduated from a recognised hotel and catering school;
- “cook commis” means an employee employed in the kitchen for a period of two years training as a cook and who is under immediate supervision in his or her section;
- “cook head” means an employee who is employed in the kitchen and controls all sections;
- “cook junior section” means an employee who has worked as a commis cook for at least two years;
- “cook pastry” means an employee who has completed four years in the kitchen, and who prepares and makes pastries, sweets, ices, pudding and similar articles related to pastries;
- “cook senior section” means an employee who has worked as a junior section cook for at least two years;
- “council” means the National Employment Council for the Catering Industry;
- “counter hand” means an employee employed in the servicing of customers without handling money in a restaurant,

Collective Bargaining Agreement: Catering Industry (General Conditions)

- or take away establishment, and who is not a catering-teller or waiter;
- “cutter” means an employee wholly or substantially engaged in cutting meat from the carcass for dispatch to the kitchen;
- “customer” includes guest, member or visitor;
- “day” means a period of twenty-four consecutive hours calculated from the time when an employee commences work;
- “day off” means any full day in a week on which an employee is not normally required to work;
- “doorman” means an employee employed to look after the main entrance of an establishment, who welcomes guests and generally assists them, and who is not a porter;
- “driver class 4” means an employee possessing a motor-vehicle driver’s licence Class 4 and who is employed in transporting customers, staff or merchandise;
- “driver class 1” means an employee possessing a motor-vehicle driver’s licence Class 1 and who is employed in transporting customers, staff or merchandise;
- “driver class 2” means an employee possessing a motor-vehicle driver’s licence Class 2 and who is employed in transporting customers, staff or merchandise.
- “driver/salesman” means an employee who is employed to drive/sell liquor to various customers;
- “dry cleaning machine operator” means an employee who operates a washing and dry cleaning machine;
- “duties related thereto” means those duties, which historically and in practice form part of, or are closely linked to, the defined occupations but which are not set out in detail therein;
- “duty officer (uplift)” means an employee responsible for the operation of an uplift department, and is answerable to the manager-in-charge of shift;
- “emergency work” means work, which is required to be performed in excess of the maximum hours of work

- prescribed, due to circumstances beyond the control of the employer;
- “employee” means a person for whom wages are prescribed in clause 10;
- “employer” means an employer who is engaged in the Catering Industry.
- “establishment” means any place or safari camp in which any activity falling within the definition of “Catering Industry” or “industry” is carried on;
- “floor supervisor” means an employee employed on general household duties and the supervision of not less than nine bedroom hands;
- “florist” means an employee who is mainly engaged in making flower arrangements;
- “florist learner” means an employee training as a florist to make flower arrangements for a period of six months under the direct supervision of a florist;
- “florist senior” means an employee in charge of several florists;
- “food vendor” means an employee who delivers food orders to customers at their place of work on a bicycle or on foot and who may operate under the employer’s hawkers licence;
- “fortnight” means a period of fourteen consecutive days commencing at 2300 hours on a Sunday;
- “functions co-coordinator” means an employee who handles all function books of an establishment;
- “general duties hand” means an employee performing general labouring or cleaning duties;
- “general secretary” means the General Secretary of the council;
- “grade” means a grade prescribed in a subclause (1) of clause 10.
- “green keeper” means an employee who is responsible for the general maintenance and management of the golf course;

Collective Bargaining Agreement: Catering Industry (General Conditions)

- “groom head” means an employee who is in charge of grooms, monitors the health and fitness of the horses on a day-to-day basis;
- “grounds and garden hand” means an employee engaged in looking after gardens, grounds, golf courses, bowling, greens, tennis courts and similar places;
- “gardener/grounds men head” means an employee who is in charge of not less than five Grounds and Garden hands;
- “handyman” means an employee who carries out repairs or renovations of a minor nature to the property of his or her employer, and who is not required to embark upon or carry out any single task in a trade designated or deemed to have been designated in terms of the Manpower Planning and Development Act [*Chapter 28:02*];
- “holding company” has the meaning assigned to it by the Companies and Other Business Entities Act [*Chapter 24:31*] No. 4 of 2019;
- “horse master” means an employee who is in charge of feeding horses, monitoring the health of the horses, overseeing the stables and going out on riding expeditions with guests. He or she is in charge of the head groom, groom and stable hand;
- “horse master head” means an employee who is in charge of the horse master, groom and head groom, stable hand, monitors the health of the horses and administers treatments and makes recommendations to the veterinary surgeon on diseases;
- “hotel or house policeman” means an employee employed to safeguard the property and to scrutinise the movements of staff coming onto or leaving duty and customers coming into or leaving the premises;
- “hotels” means hotels, lodges, boatels, boarding houses and other similar establishments falling within the definition of Catering and Hospitality Industry or industry as defined in clause 3 wherein provision is made for accommodation;

- “housekeeper” means an employee employed on general household administration, selection and control of domestic staff, overseeing the general cleanliness of the establishment;
- “housekeeper head” means an employee who has served at least three years as a housekeeper, is fully conversant with all duties, is in charge of not less than three housekeepers, and is responsible for the operation of the housekeeping department.
- “ice-cream maker” means an employee who operates and cleans an ice-cream machine, prepares, serves and receives cash for ice cream sold, and who is not a pastry cook;
- “kitchen porter” means an employee who is employed on one or more of the following duties: cleaning the kitchen and preparing raw vegetables or fish, plucking poultry or game, collecting, cleaning, washing or sorting plates, crockery or glass, conveying, loading and unloading and unloading foodstuffs an ancillary equipment to an aircraft, and duties related thereto;
- “kitchen porter head” means an employee employed in supervising at least three other kitchen porters;
- “kitchen supervisor head” means an employee who supervises the kitchen staff and distribution and collection of all foods, and may also be responsible for drawing up menus and ordering food;
- “laundry hand” means an employee employed in washing and ironing laundry;
- “linen supervisor” means an employee who is responsible for the linen and who supervises other staff in collecting and distributing and repairing linen;
- “matre d’ hotel” means an employee experienced in all aspects of a recognised international *a’la carte* restaurant, who is in sole charge of and responsible for the operation of the restaurant and staff of at least one head waiter and twelve waiters, and who is employed by an establishment the grading of which in terms of the Tourism Act [*Chapter*

Collective Bargaining Agreement: Catering Industry (General Conditions)

14:20] is two stars or more of an establishment required to hold a restaurant (special) liquor licence.

“medical practitioner” means a person registered as a medical practitioner by the Medical, Dental and Allied Professions Council or registered traditional medical practitioner;

“messenger” means an employee employed in delivering parcels or posting letters for customers or the employer;

“milling attendant” an employee who is employed to monitor the grinding mill and may assist in packaging;

“night auditor” means an employee employed to undertake an internal audit of daily financial transactions of an establishment;

“night work” means all the time worked on any turn of duty when that turn of duty includes not less than three hour’s work between midnight and 0600 hours;

“nurse” means an employee employed to attend to employees’ medical needs and is in the possession of a professional nursing certificate issued by the Ministry of Health and Child Care. Grading is per parent ministry;

“overtime” means anytime worked outside the ordinary hours prescribed in clause 18;

“page and bell attendant” means an employee employed in running errands delivering messaged and answering bells and telephone calls;

“part-time worker” means an employee who is engaged to undertake regular daily work during specified hours not exceeding a total of five hours per day in not more than two work-periods per day to a maximum of thirty hours per week;

“party” means the employer’s organisation or the trade union;

“personnel assistant” means an employee solely employed in keeping time and wages records, preparing wage sheets, who makes NEC returns, completes contracts of employment and supervises the booking in and out of staff who may sign staff on and off on behalf of his or her employer, and may draw up duty-roasters;

- “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;
- “porter” means an employee engaged in carrying luggage, cleaning and duties related thereto, also occasionally handling a small night telephone switchboard or telephone;
- “porter head” means an employee in charge of the porter’s desk and who supplies information to customers and generally assist them and who is in charge of other porters;
- “porter night” means an employee employed at night attending to requirements of customers, carrying out of household duties, including cleaning premises and making up fires and boilers, and cleaning boots and shoes;
- “post office” means the principal post office at the place mentioned;
- “printer” means an employee employed to print menus and other literature required by an establishment;
- “process attendant” an employee responsible for monitoring the brewing process and ensure the direct composition;
- “receptionist” means an employee who receives guests, attends to and keeps lists of bookings, makes out accounts, receives money and issues receipts and who may do clerical work, and who is employed in the reception office;
- “receptionist head” means an employee who has had at least five year’s experience as a receptionist, is fully conversant with all duties, is in charge of not less than three receptionists, and is responsible for the operation of receptionist office;
- “receptionist learner” means an employee training as a receptionist for a period of one year under the direct supervision of a receptionist;
- “receptionist senior” means an employee with not less than three year’s experience as a receptionist, and who

Collective Bargaining Agreement: Catering Industry (General Conditions)

- is in charge of the receptions and not less than two other receptionists in an establishment where no head receptionist is employed;
- “representative” means a person appointed by a party to represent it on the council;
- “reservationist” means an employee employed to take accommodation bookings and to maintain records of such bookings;
- “reservationist head” means an employee employed to supervise the work of other reservationists;
- “restaurant” means and includes restaurants, cafes, takeaways, canteens, messes and other similar establishments falling within the definition of Catering and Hospitality Industry or industry as defined in clause 3;
- “safari camps” means lodges whose primary activities are the provision of accommodation and or meals but do not include provision of safari activities;
- “seamstress” means an employee employed in repairing and preserving linen and making up linen requirements with the exception of garments;
- “service charge” means a charge which is made to customers and which is distributed in terms of clause 16.
- “shift Leader” means an employee employed in the uplift department, and who is in charge of the shift, and answerable to the duty office.
- “skilled worker” means a person who has been certified by the Registrar of apprenticeship and skilled Manpower, as a skilled worker, Class 1, Class 2, Class 3 or Class 4 in a designated or recognised trade in terms of the Manpower Planning and Development Act [*Chapter 28:02*];
- “stable hand” means and employee in charge of cleaning the stable and doing general maintenance of the stable. The position is available in hotels or lodges where horses are provide for tourists;

- “still room hand” means an employee employed in preparing light beverages, refreshments, sandwiches and similar articles, and cleaning the still-room;
- “stores man” means an employee who is in sole charge of catering and/or liquor stores of an establishment and/or who is responsible for the receipt, issue and safekeeping of goods and the recording thereof;
- “subsidiary company” has the meaning assigned to it by the Companies and Other Business Entities Act [*Chapter 24:31*] No. 4 of 2019;
- “supervisor back house” means an employee employed to supervise general duties hands cleaning the back of the house and basement areas;
- “supervisor laundry” an employee who supervises all activities in the laundry department;
- “supervisor takeaway establishment” means an employee who sees to the general running of a takeaway establishment and who is not a manager;
- “task-work” means the setting by an employer to an employee of stated task to be completed as a condition of earning wages;
- “telephone operator” means an employee who is employed in the operation of a telephone switchboard, and who is not a porter;
- “telephone operator senior” means an employee who is a telephone operator with at least one year’s experience, and who is in charge of not less than one telephone operator;
- “tips” means gratuitous payment made by a customer to an employee or employees in an establishment for disbursement by the employee or employees, at his or her or their discretion, and over which the employer shall have no discretion both regarding collection and distribution of such tip and gratuity;
- “tractor driver” means an employee employed in driving a tractor for the purpose of maintenance of the grounds of the establishment and the conveyance of goods;

Collective Bargaining Agreement: Catering Industry (General Conditions)

“typist” means an employee employed in typing and who may be employed in general office duties;

“valet” means an employee who is employed in caring for customer’s clothing and who may be required to perform the duties of a waiter;

“wages” means the earnings of an employee, but does not include any payment in respect of overtime, service charge or any bonus, tips or other like benefits;

“waiter” means an employee who has been employed as a commis waiter for not less than six months, and who is employed in serving food and/or drinks to guests, preparation, laying and cleaning of tables and on duties related thereto;

“waiter commis” means an employee who is employed upon waiting duties for a period of six months training, upon completion of which he or she shall be classified as a waiter;

“waiter head” means an employee who is in charge of a dining room, or restaurant, or lounge, or veranda, and not less than seven waiters, and who may be responsible for table setting, functions, cleanliness, and stock taking of equipment in his or her department, and who may receive payment and give change;

“waiter assistant head” means an employee who has worked in all various grades of waiters and who can relieve a head waiter;

“waiter senior” means an employee who is in charge of a dining room, or restaurant, or lounge, of veranda and not less than three or more than six waiters;

“working day” means any day other than any day off;

“work period” means any period on a working day during which an employee is required to work;

Administration of agreement

4. The council shall be the body responsible for the administration of this agreement, and it may issue expressions of opinion not inconsistent with the provisions hereof for the guidance of employers

and employees and may delegate any of its duties or powers to its executive committee or to committees appointed by council.

Exemptions

5. 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 and employee. Such exemption may be cancelled by the council, at its discretion.

Designated agents

6. The council may appoint specified persons to assist in giving effect to the terms of this agreement, and it shall be the duty of any employer or employee in the industry to permit such person to institute such inquiries and to examine such books or documents as may be necessary for ascertaining whether the provisions of the agreement are being complied with.

Trade union representation on the council

7. It shall be the duty of every employer, provided that he or she has been notified, to give to those of his or her employees who are representatives and/or alternates of the council every reasonable facility to attend to their duties in connection with the work of the council and such representative and/or alternate shall not suffer any reduction in remuneration allowances.

Registration of employers

8. (1) Every employer whose name was not on the register of employers as at the date of expiry of Statutory Instrument 167 of 1991 shall within one month of coming into force of this agreement, notify the secretary of the following particulars—

- (a) full name and address—
 - (i) in case of a single employer, his or her full name and if he or she carries on business under a trade name, such trade name in full;
 - (ii) in case of two or more persons carrying on a business or partnership, the full names and addresses of the partners and manager, the full partnership or trade name and the address at which the partnership business is carried on;

Collective Bargaining Agreement: Catering Industry (General Conditions)

- (iii) in case of a corporate body, the full names and addresses of its directors and manager, the full registered name of the company and trading name, the address of its registered office, the address at which operations will fall within the scope of agreement are carried on, the name of its holding company, if any, and its subsidiary companies, if any, together with the addresses of their respective directors and the addresses of all establishments owned or controlled by any of such companies;
- (b) a description of trade or operation carried on by the employer.

(2) Every employer who enters the industry after the coming into force of this agreement shall, within one month of becoming an employer in the industry, tender a declaration to the secretary containing the following particulars, in the form prescribed—

- (a)—
 - (i) family name of owner, licensee and manager; and
 - (ii) christian or given name of owner, licensee and manager; and
 - (iii) residential addresses of owner, licensee and manager; and
 - (iv) the trading name of the establishment from which the employer is carrying on business; and
 - (v) address of the establishment from which the employer operates; and
 - (vi) in the case of a corporate body or partnership, the name of the company or trading name of the partnership and the names and addresses of the directors;
- (b) a person making the declaration prescribed in subclause (2) shall pay a declaration fee of either 4%, 5% or 6% of the minimum wage of the class of establishments that the new employer would be classified into if the employer employs less than five, six to ten or more than ten employees respectively including Value Added Tax

(VAT) in terms of the Income Tax Act [*Chapter 23:06*] and, in addition, shall deposit with the council such sum of money as may be required by the council from time to time:

Provided that for the period 1st April, 2021 to the 30th September, 2021, the declaration fees excluding VAT are as follows —

Class of Establishment	Gr. 1 Min. Wage	Less than 5 Employees	6–10 Employees	More than 10 Employees
		(4%)	(5%)	(6%)
Class 2	\$10 000,00	\$400,00	\$500,00	\$600,00
Class 1	\$10 900,00	\$436,00	\$545,25	\$654,50
Class 1A	\$11 881,00	\$475,24	\$594,05	\$712,86

- (c) the secretary shall cause the trading name of every employer who has complied with the requirements of this clause to be entered into the council’s register of employers;
- (d) the provisions of subclause (2) shall not apply to any employer registered as an employer as at the date of the introduction of this agreement, and the trading name of any such employer shall be deemed to have been entered into the council’s register in terms of paragraph (c);
- (e) notwithstanding the provisions of paragraph (d), however the council reserves unto itself the right, at any time, to require an employer registered prior to the date of the introduction of this agreement to deposit with the council such sum of money as may be required by the council from time to time, and such required deposit shall be forwarded to the secretary within ten days of the date of request made by the council;
- (f) in the event of an employer failing, for two successive months to submit a return to the council as required in terms of any of the council’s agreements, the council shall have the right to deduct from the deposit made to the council by the employer in respect of each successive month during which he or she fails to submit a return, the amount paid to the council by the employer on the last occasion when he or she did submit such return.

Collective Bargaining Agreement: Catering Industry (General
Conditions)

The council shall pay the amounts so deducted from the employer's deposit to appropriate fund or funds in the appropriate amount or amounts as are required in terms of such agreements, and the employer shall be liable, forthwith, to submit such returns as are outstanding amounts due, such amounts being used in the first instance to restore the amount of the deposit to its original total;

- (g) should an employer default in payment of deductions and contributions for two consecutive months and still not make payment thereof within a calendar month of being requested to do so by the council, such employer shall have his or her registration cancelled, and forfeit any deposit paid;
- (h) on application by an employer who ceases to operate in the industry, the council shall refund him or her, any deposit made to the council, less any deductions from such deposit made in terms of this or any other agreement relating to the Catering Industry.

(3) In the event of a change in any of the particulars required to be furnished in terms of subclause (1), the employer shall within ten days of the date of such change, give notice thereof, in writing to the secretary.

(4) The council shall enter the trading name of every employer in the Register of employers.

(5) An employer shall inform the secretary, in writing, not less than seven days before ceasing to be an employer in the industry.

(6) Notwithstanding anything to the contrary for the purposes of this clause an employer who conducts his or her business through various establishments shall register each establishment separately and shall pay the declaration fee referred to in paragraph (2)(b) above.

Register

9. The secretary shall maintain a register of all employers in the industry and a record of the number of employees returned in terms of clause 19.

Wages, grading and increments

10. (1) Every employer shall place each employee in the grade prescribed appropriate to his or her occupation, and shall pay wages to such employee at least the amount prescribed hereunder for the employee's grade and class for the period 1st April, 2021 to the 30th September, 2021, and no employee shall accept wages amounting to less than the amount prescribed for him or her:

Provided that establishments that are trading in foreign currency and are able to pay the remuneration in part or in full in foreign currency are encouraged to do so.

CLASSIFICATION OF OCCUPATIONS IN GRADES

ANNEXURE A

CLASS 1A

<i>Occupation number</i>		<i>Monthly rate</i>	<i>Weekly rate</i>
<i>Grade 1</i>			
002 Boiler hand	1 to 12 months		
003 General duties			
Hand continuous service		\$11 881,00	\$2 746,88
004 Grounds and garden hand			
005 Stable hand	13 to 36 months		
	Continuous service	\$12 237,43	\$2 826,20
<i>Grade 2</i>			
021 Porter	1 to 12 months		
022 Bedroom hand	Continuous service	\$12 237,43	\$2 826,20
023 Laundry hand			
024 Bar hand			
025 Kitchen porter	13 to 36 months		
026 Page and bell attendant	Continuous service	\$12 604,55	\$2 910,98
027 Counter hand			
<i>Grade 3</i>			
041 Bedroom hand/waiter	1 to 12 months		
043 Commis waiter	Continuous service	\$12 604,55	\$2 910,98
045 Kitchen porter, head	13 to 36 months		
	Continuous service	\$12 982,69	\$2 998,31
<i>Grade 4</i>			
061 Billiard maker	1 to 12 months		
062 Commis cook	Continuous service	\$12 982,69	\$2 998,31
065 Messenger			
066 Still room hand	13 to 36 months		
067 Waiter	Continuous service	\$13 372,17	\$3 088,26
068 Food vendor			
069 Seamstress			

**Collective Bargaining Agreement: Catering Industry (General
Conditions)**

<i>Occupation number</i>		<i>Monthly rate</i>	<i>Weekly rate</i>
<i>Grade 4A</i>			
071 Waiter (3 Star Htl/Lic Res)	1 to 12 months		
	Continuous service	\$13 672,17	\$3 088,26
	13 to 36 months		
	Continuous service	\$13 773,34	\$3 180,91
<i>Grade 5</i>			
080 Cutter	1 to 12 months		
081 Groom	Continuous service	\$13 773,34	\$3 180,91
082 Caddie-Master			
083 Doorman	13 to 36 months		
084 Head gardener/G/man	Continuous service	\$14 186,54	\$3 276,34
085 Junior dection cook			
086 Linen supervisor			
087 Night porter			
088 Senior bedroom hand			
089 Senior waiter			
090 Valet			
091 Cook—Catering school graduate			
<i>Grade 6</i>			
101 Head porter	1 to 12 months		
102 Hotel or house Policeman	Continuous service	\$14 186,55	\$3 276,34
103 Assistant head waiter			
104 Learner barman			
105 Dry cleaning machine operator	13 to 36 months	\$14 612,13	\$3 374,63
106 Senior section cook	Continuous service		
107 Telephone operator			
108 Catering teller			
109 Porter head			
110 Ice-cream maker			
<i>Grade 7</i>			
121 Driver Class 4	1 to 12 months		
122 Floor supervisor	Continuous service	\$14 612,13	\$3 374,63
123 Pastry cook			
125 Tractor driver	13 to 36 months		
	Continuous months	\$15 050,50	\$3 475,86
<i>Grade 8</i>			
141 Handyman	1 to 12 months		
142 Junior clerk	Continuous service	\$15 050,50	\$3 475,86
144 Learner receptionist			

S.I. 25 of 2022

<i>Occupation number</i>		<i>Monthly rate</i>	<i>Weekly rate</i>
145 Telephone operator senior	13 to 36 months		
146 Floor supervisor senior	Continuous service	\$15 502,01	\$3 580,14
147 Typist			
<i>Grade 9</i>			
161 bar clerk	1 to 12 months		
162 Hotel or house policeman head	Continuous service	\$15 502,01	\$3 580,14
163 Head cook			
164 head waiter	13 to 36 months		
165 Leaner florist	Continuous service	\$15 967,07	\$3 687,55
166 Back house supervisor			
167 Milling attendant			
168 Barman			
169 Receptionist			
170 Driver/salesman			
<i>Grade 10</i>			
181 Process attendant	1 to 12 months		
182 Cash in transit clerk	Continuous service	\$15 967,07	\$3 687,55
183 Bill office clerk			
184 Cashier			
185 Clerk	13 to 36 months		
186 Horse master	Continuous service	\$16 446,08	\$3 798,17
187 Housekeeper			
188 Kitchen supervisor			
189 Barman senior			
190 Receptionist senior			
<i>Grade 11</i>			
191 Florist	1 to 12 months		
192 Shift leader (uplift)	Continuous service	\$16 765,42	\$3 871,92
193 Supervisor takeaway			
194 Horse master, head			
197 Driver Class 2	13 to 36 months		
198 Laundry supervisor	Continuous service	\$17 268,39	\$3 988,08
201 Barman head			
202 Housekeeper head			
203 Clerk senior			
204 Receptionist head			
206 Personnel assistant			
207 Bookkeeper			
208 Stores man			
209 Bill office clerk head			
210 Reservationist			

Collective Bargaining Agreement: Catering Industry (General Conditions)

<i>Occupation number</i>		<i>Monthly rate</i>	<i>Weekly rate</i>
<i>Grade 12</i>			
221 Chef	1 to 12 months		
222 Club steward	Continuous service	\$17 603,70	\$4 065,52
223 Casino technician			
224 Head cashier	13 to 36 months	\$18 131,81	\$4 187,48
225 Senior florist	Continuous service		
228 Hotel school graduate chef			

<i>Grade 13</i>			
231 Maître d' hotel	1 to 12 months		
232 Duty officer (uplift)	Continuous service	\$18 483,88	\$4 268,79
233 Head reservationist			
234 Functions Co-coordinator	13 to 36 months	\$19 038,40	\$4 396,86
235 Printer	Continuous service		
238 Driver Class 1			
239 Night auditor			
241 Chef Class 1			

<i>Grade 14</i>			
260 Green keeper	1 to 12 months		
261 Captain	Continuous service	\$19 408,07	\$4 482,23
	13 to 36 months		
	Continuous service	\$19 990,32	\$4 616,70

Grade 888
888 Voluntary member

After 36 months' continuous service, refer to Annexure B

ANNEXURE A

CLASS 1

<i>Occupation number</i>		<i>Monthly rate</i>	<i>Weekly rate</i>
<i>Grade 1</i>			
002 Boiler hand	1 to 12 months		
003 General duties hand	Continuous service	\$10 900,00	\$2 517,32
004 Grounds and garden hand			
005 Stable hand	13 to 36 months	\$11 227,00	\$2 592,84
	Continuous service		

<i>Grade 2</i>			
021 Porter	1 to 12 months		
022 Bedroom Hand	Continuous service	\$11 227,00	\$2 592,84
023 Laundry Hand			

S.I. 25 of 2022

<i>Occupation number</i>		<i>Monthly rate</i>	<i>Weekly rate</i>
024 Bar hand			
025 Kitchen porter	13 to 36 months		
026 Page and bell attendant	Continuous service	\$11 563,84	\$2 670,63
027 Counter hand			
<i>Grade 3</i>			
041 Bedroom hand/waiter	1 to 12 months		
043 Commis waiter	Continuous service	\$11 563,84	\$2 670,63
045 Kitchen porter, head	13 to 36 months	\$11 910,72	\$2 750,74
	Continuous service		
<i>Grade 4</i>			
061 Billiard maker	1 to 12 months		
062 Commis cook	Continuous service	\$11 910,72	\$2 750,74
065 Messenger			
066 Still room hand	13 to 36 months	\$12 268,05	\$2 833,27
067 Waiter	Continuous service		
068 Food vendor			
069 Seamstress			
<i>Grade 4A</i>			
071 Waiter (3 Star Htl/Lic Rest)	1 to 12 months		
	Continuous service	\$12 268,05	\$2 833,27
	13 to 36 months		
	Continuous service	\$12 636,09	\$2 918,26
<i>Grade 5</i>			
080 Cutter	1 to 12 months		
081 Groom	Continuous service	\$12 636,09	\$2 918,26
82 Caddie-master			
083 Doorman			
084 Head gardener/grounds man	13 to 36 months		
085 Junior section cook	Continuous service	\$13 015,17	\$3 005,81
086 Linen supervisor			
087 Night porter			
088 Senior bedroom hand			
089 Senior waiter			
090 Valet			
091 Cook—Catering school graduate			
<i>Grade 6</i>			
101 Head porter	1 to 12 months		
102 Hotel or house policeman	Continuous service	\$13 015,17	\$3 005,81
103 Assistant head waiter			
104 Learner barman	13 to 36 months		

Collective Bargaining Agreement: Catering Industry (General Conditions)

<i>Occupation number</i>		<i>Monthly rate</i>	<i>Weekly rate</i>
105 Dry cleaning machine operator	Continuous service	\$13 405,63	\$3 095,99
106 Senior section cook			
107 Telephone operator			
108 Catering teller			
109 Porter head			
110 Ice-cream maker			
<hr/>			
<i>Grade 7</i>			
121 Driver Class 4	1 to 12 months		
122 Floor Supervisor	Continuous service	\$13 405,63	\$3 095,99
123 Pastry Cook			
125 Tractor Driver	13 to 36 months		
	Continuous months	\$13 807,79	\$3 188,87
<hr/>			
<i>Grade 8</i>			
141 Handyman	1 to 12 months		
142 Junior clerk	Continuous service	\$13 807,79	\$3 188,87
144 Learner receptionist			
145 Telephone operator senior	13 to 36 months		
146 Floor Supervisor Senior	Continuous months	\$14 222,03	\$3 284,53
147 Typist			
<hr/>			
<i>Grade 9</i>			
161 Bar clerk	1 to 12 months		
162 Hotel or house policeman head	Continuous service	\$14 222,03	\$3 284,53
163 Head cook			
164 Head waiter	13 to 36 months		
165 Leaner florist	Continuous service	\$14 648,69	\$3 383,07
166 Back house supervisor			
167 Milling attendant			
168 Barman			
169 Receptionist			
170 Driver / salesman			
<hr/>			
<i>Grade 10</i>			
181 Process attendant	1 to 12 months		
182 Cash in transit clerk	Continuous service	\$14 648,69	\$3 383,07
183 Bill office clerk			
184 Cashier	13 to 36 months		
185 Clerk	Continuous service	\$15 088,15	\$3 484,56
186 horse master			
187 Housekeeper			
188 Kitchen supervisor			
189 Barman senior			
190 Receptionist senior			

S.I. 25 of 2022

<i>Occupation number</i>		<i>Monthly rate</i>	<i>Weekly rate</i>
<i>Grade 11</i>			
191 Florist			
1 to 12 months			
192 Shift leader (uplift)	Continuous service	\$15 381,12	\$3 552,22
193 Supervisor takeaway			
194 Horse master, head	13 to 36 months	\$15 842,56	\$3 658,79
197 Driver Class 2	Continuous service		
198 Laundry supervisor			
201 Barman head			
202 Housekeeper head			
203 Clerk senior			
204 Receptionist head			
206 Personnel assistant			
207 Bookkeeper			
208 Stores man			
209 Bill office clerk head			
210 Reservationist			
<i>Grade 12</i>			
221 Chef	1 to 12 months		
222 Club Steward	Continuous service	\$16 150,18	\$3 729,83
223 Casino Technician			
224 Head Cashier	13 to 36 months	\$16 634,68	\$3 841,73
225 Senior Florist	Continuous service		
228 Hotel school graduate chef			
<i>Grade 13</i>			
231 Maître d' hotel	1 to 12 months		
232 Duty officer (uplift)	Continuous service	\$16 957,69	\$3 916,33
233 Head reservationist			
234 Functions co-coordinator	13 to 36 months		
235 Printer	Continuous service	\$17 466,42	\$4 033,81
238 Driver Class 1			
239 Night auditor			
241 Chef Class 1			
<i>Grade 14</i>			
260 Green Keeper	1 to 12 months		
261 Captain	Continuous service	\$17 805,57	\$4 112,14
	13 to 36 months	\$18 339,74	\$4 235,51
	Continuous service		

Grade 888

888 Voluntary Member

After 36 months continuous service, refer to Annexure B

Collective Bargaining Agreement: Catering Industry (General
Conditions)

ANNEXURE A

CLASS 2

<i>Occupation number</i>		<i>Monthly rate</i>	<i>Weekly rate</i>
<i>Grade 1</i>			
002 Boiler hand	1 to 12 months		
003 General duties hand	Continuous service	\$10 000,00	\$2 309,47
004 Grounds and garden hand			
005 Stable hand	13 to 36 months		
	Continuous service	\$10 300,00	\$2 378,75
<hr/>			
<i>Grade 2</i>			
021 Porter	1 to 12 months		
022 bedroom hand	continuous service	\$10 300,00	\$2 378,75
023 Laundry hand			
024 Bar hand			
025 Kitchen porter	13 to 36 months		
026 Page and bell attendant	Continuous service	\$10 609,00	\$2 450,12
027 Counter hand			
<hr/>			
<i>Grade 3</i>			
041 Bedroom hand/waiter	1 to 12 months		
043 Commis waiter	Continuous service	\$10 609,00	\$2 450,12
045 Kitchen porter, head	13 to 36 months		
	Continuous service	\$10 927,27	\$2 523,62
<hr/>			
<i>Grade 4</i>			
061 Billiard Maker	1 to 12 months		
062 Commis Cook	Continuous service	\$10 92,27	\$2 523,62
065 Messenger			
066 Still Room Hand	13 to 36 months		
067 Waiter	Continuous service	\$11 255,09	\$2 599,33
068 Food Vendor			
069 Seamstress			
<hr/>			
<i>Grade 4A</i>			
071 Waiter (3 Star Htl/ Lic Rest)	1 to 12 months		
	Continuous service	\$11 255,09	\$2 599,33
	13 to 36 months		
	Continuous service	\$11 592,74	\$2 677,31
<hr/>			
<i>Grade 5</i>			
080 Cutter	1 to 12 months		
081 Groom	Continuous service	\$11 592,74	\$2 677,31
82 Caddie-master			
083 Doorman			
084 Head Gardener/Grounds man			

S.I. 25 of 2022

<i>Occupation number</i>		<i>Monthly rate</i>	<i>Weekly rate</i>
085 Junior section cook			
086 linen supervisor	13 to 36 months		
087 Night porter	Continuous service	\$11 940,52	\$2 757,63
088 senior bedroom hand			
089 Senior waiter			
090 Valet			
091 Cook—catering school graduate			
<i>Grade 6</i>			
101 Head porter	1 to 12 months		
102 Hotel or house policeman	Continuous service	\$11 940,52	\$2 757,63
103 Assistant head waiter			
104 Learner barman	13 to 36 months		
105 Dry cleaning machine operator	Continuous service	\$12 298,74	\$2 840,36
106 Senior section cook			
107 Telephone operator			
108 Catering teller			
109 Porter head			
110 Ice-cream maker			
<i>Grade 7</i>			
121 Driver Class 4	1 to 12 months		
122 Floor supervisor	Continuous service	\$12 298,74	\$2 840,36
123 Pastry cook			
125 Tractor driver	13 to 36 months		
	Continuous service	\$12 667,70	\$2 925,57
<i>Grade 8</i>			
141 Handyman	1 to 12 months		
142 Junior clerk	Continuous service	\$12 667,70	\$2 925,57
144 Learner receptionist			
145 Telephone operator senior	13 to 36 months		
146 Floor supervisor senior	Continuous Service	\$13 047,73	\$3 013,33
147 Typist			
<i>Grade 9</i>			
161 Bar clerk	1 to 12 months		
162 Hotel or house policeman Head	Continuous service	\$13 047,73	\$3 013,33
163 Head cook			
164 Head waiter	13 to 36 months		
165 Leaner florist	Continuous service	\$13 439,16	\$3 103,73
166 Back house supervisor			
167 Milling attendant			
168 Barman			

Collective Bargaining Agreement: Catering Industry (General Conditions)

<i>Occupation number</i>		<i>Monthly rate</i>	<i>Weekly rate</i>
169 Receptionist			
170 Driver/salesman			

Grade 10

181 Process attendant	1 to 12 months		
182 Cash in transit clerk	Continuous service	\$13 439,16	\$3 103,73
183 Bill office clerk			
184 Cashier	13 to 36 months		
185 Clerk	Continuous service	\$13 842,34	\$3 196,84
186 Horse Master			
187 Housekeeper			
188 Kitchen Supervisor			
189 Barman Senior			
190 Receptionist Senior			

Grade 11

191 Florist	1 to 12 months		
192 Shift leader (uplift)	Continuous service	\$14 111,12	\$3 258,92
193 Supervisor takeaway			
194 Horse master, head	13 to 36 months	\$14 534,46	\$3 356,69
197 Driver Class 2	Continuous service		
198 Laundry supervisor			
201 Barman head			
202 Housekeeper head			
203 Clerk senior			
204 Receptionist head			
206 Personnel assistant			
207 Bookkeeper			
208 Store man			
209 Bill office clerk head			
210 Reservationist			

Grade 12

221 Chef	1 to 12 months		
222 Club steward	Continuous service	\$14 816,68	\$3 421,87
223 Casino technician			
224 Head cashier	13 to 36 months	\$15 261,18	\$3 524,52
225 Senior Florist	Continuous service		
228 Hotel School Graduate Chef			

Grade 13

231 Maître d'hôtel	1 to 12 months		
232 Duty officer (uplift)	Continuous service	\$15 557,51	\$3 592,96
233 Head reservationist			
234 Functions co-coordinator	13 to 36 months	\$16 024,24	\$3 700,74
235 Printer	Continuous service		

S.I. 25 of 2022

<i>Occupation number</i>		<i>Monthly rate</i>	<i>Weekly rate</i>
238 Driver Class 1			
239 Night auditor			
241 Chef Class 1			
<hr/>			
<i>Grade 14</i>			
260 Green keeper	1 to 12 months		
261 Captain	Continuous service	\$16 335,39	\$3 772,61
	13 to 36 months		
	Continuous service	\$16 825,45	\$3 885,79

Grade 888
888 Voluntary Member

After 36 months' continuous service, refer to Annexure B

(2) An employee who, at the coming into force of this agreement, is in receipt of a higher rate of pay for his or her particular occupation than the rate prescribed in this clause shall not suffer any reduction in his or her rate of pay.

(3) On promotion to a higher grade, an employee shall be paid not less than the wage, which he or she last received prior to his or her promotion.

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

(5) An employee who is required to perform work in a higher grade than that in which he or she is normally employed shall be paid the wage applicable to such higher grade on and after one day working in the higher grade for the period during which he or she is so employed.

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

(7) —

(a) a part-time worker shall be paid not less than the hourly equivalent of the grade in which they are placed and calculated as provided in clause 12;

Collective Bargaining Agreement: Catering Industry (General Conditions)

(b) casual workers shall be paid not less than twice the hourly equivalent of the grade in which they are placed and calculated as provided in clause 12.

(8) No employee shall work for wages or any other consideration while absent on paid sick leave.

(9) Where a general duties hand employee is employed on night work, he or she shall, for the purposes of this clause, be deemed to fall within Grade 3.

(10) Notwithstanding the wages prescribed in terms of sub clause (1) hereof, employees having three or more years of continuous service with the same employer shall be paid the following—

- (a) upon completion of three year's service a wage not less than that stipulated in scale A of Annexure B to this Agreement;
- (b) upon completion of six year's service a wage not less than that stipulated in scale B of Annexure B to this Agreement;
- (c) upon completion of nine year's service, a wage of not less than that stipulated in scale C of Annexure B of this agreement;
- (d) upon completion of twelve year's service, a wage of not less than that stipulated in scale D of Annexure B of this agreement;
- (e) upon completion of fifteen year's service, a wage not less than that stipulated in scale E of Annexure B of this agreement;
- (f) upon completion of eighteen year's service, a wage not less than that stipulated in scale F of Annexure C of this agreement;
- (g) upon completion of twenty-one year's service, a wage not less than that stipulated in scale G of Annexure C of this agreement;
- (h) upon completion of twenty-four year's service, a wage not less than that stipulated in scale H of Annexure C of this agreement;

- (i) upon completion of twenty-seven year's service, a wage not less than that stipulated in scale I of Annexure C of this agreement.

Provided that continuous service performed prior to the 1st April, 1991, shall also be taken into account when calculating length of service in terms of this sub clause.

(11) Wages of skilled workers as defined in clause 3 of this agreement shall not be less than the wage stipulated by the parent industry as applicable to his or her trade or Ministry of Labour and Social Welfare where this is not available.

(12) Where an employer fails to pay the wages as stipulated in clause 10 (1) above the wages shall become payable to the General Secretary of Council who shall have the right to claim the wages on behalf of all employees covered by this agreement:

Provided that where payment is not made within the time stipulated in clause 14(2) and (3) of this agreement, interest shall be chargeable at the rate which shall be three points above the base lending rate.

Overtime rates of pay

11. (1) The employer shall pay overtime rates at one and half times the employee's current hourly wage.

(2) Notwithstanding the provisions of sub clause (1) at the option of the employee, the employer shall either pay overtime rates at double the employee's current hourly wage for overtime on a day off or substitute an additional day off within the fortnight.

(3) Where an employee who does not reside on premises situated at the place of work is required by his or her employer to work overtime, and such overtime work is commenced not earlier than two hours after completion of the employee's ordinary hours of work, the employer shall, in addition to pay for the hours of overtime worked, pay such employee for one hour at overtime rates.

Conversion rates

12. For the purpose of converting monthly wages to their hourly, daily, weekly, and fortnightly equivalents, the following computations shall apply —

Collective Bargaining Agreement: Catering Industry (General Conditions)

- (a) to obtain the hourly rates of pay, the weekly wage shall be divided by forty-five;
- (b) to obtain the daily rate of pay, the weekly wage shall be divided by six;
- (c) to obtain the weekly rate of pay, the monthly wage shall be divided by four and one-third;
- (d) to obtain the fortnightly rate of pay, weekly wage shall be multiplied by two;

Provided that—

- (i) calculation for payment in lieu of vacation leave shall be in terms of sub clause (2) of clause 20;
- (ii) where the national minimum wage applies, the calculation of the hourly rate of pay shall be arrived at by dividing the monthly wage by 195.

Deductions from wages

13. No deductions or set-off of any description shall be made or allowed from any wage due to an employee, except—

- (a) where an employee is absent from work on days other than those falling within periods of paid vacation leave or sick leave, a deduction proportionate to the period of absence calculated on the basis of the wage which such employee was receiving in respect of his or her ordinary hours of work at the time thereof;
- (b) with the written consent of the employee, contributions to insurance funds or subscriptions to the trade union party to this council;
- (c) such deductions as are prescribed in sub clause (1) of clause 19, or as may be prescribed in any other agreement of the council, or, which he or she is compelled by law or legal process to make on behalf of an employee;
- (d) where a local authority levies the employer for fuel consumed by an employee housed in a hostel, irrespective of whether the amount is levied as a separate item or as an element in the composite rental, an amount not exceeding twenty cents per month;

- (e) with the written consent of the employee, deductions to recover the repayment of a loan made or goods supplied by the employer to the employee:

Provided that—

- (i) any deductions made in terms of this paragraph shall not exceed in the aggregate, twenty-five *per centum* of the employee's gross remuneration;
- (ii) such goods supplied have not been supplied at the direction or dictation of the employer.

Payment of wages

14. (1) Every employer shall keep records for all employees for whom wages are prescribed in this agreement, which shall reflect the following—

(a)—

- (i) Pension fund number; and
 - (ii) full names; and
 - (iii) grade and occupation; and
 - (iv) date of engagement; and
 - (v) wage rate; and
 - (vi) daily and total number of hours worked; and
 - (vii) amount of overtime; and
 - (viii) bonus and allowances; and
 - (ix) deductions from wages and;
 - (x) gross and net wages; and
 - (xi) date of payment and signature of recipient;
- (b) these records shall be kept at the establishment at all times and shall be made available for inspection by a council designated agent at any time on demand;
 - (c) such records shall be kept for a period of not less than three years.

(2) Every employer shall pay all remuneration, including wages, overtime, service charges, bonuses and allowances at least once every month and by not later than the last day in each month:

Collective Bargaining Agreement: Catering Industry (General Conditions)

Provided that the employer shall pay wages—

- (a) weekly in case of weekly paid employees and by not later than Saturday; and
- (b) fortnightly paid employees and not later than each alternate Saturday.

(3) When an employee's services are terminated, payment of all remuneration due shall be made immediately, unless the service of such employee is terminated summarily, when a payment shall be made within twenty-four hours of the termination of service.

(4) Wages and benefits payable to any employee or to his or her estate in terms of this clause shall not form part of or be construed as a retrenchment package, which an employee is entitled to where his or her employment has been terminated as a result of retrenchment in terms of section 12C of the Labour Act.

(5) All remuneration shall be paid in cash or, at the option of the employee, by cheque, and shall be accompanied by a written statement 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) deductions for absence without leave, or other deductions permitted in terms of clause 13;
- (f) bonus and allowances; and
- (g) the net amount received by the employee.

Transport allowance, housing allowance and meals

15. (1) Every employer shall pay a transport allowance of \$2 534.00 per month to each employee for the period 1st April, 2021 to 30th September, 2021, except—

- (a) where material transport is being provided free of charge by the employer to such employee;
- (b) where free accommodation is provided by the employer within the premises of the employee's place of work;

- (c) where such accommodation is provided outside the premises but within a reasonable walkable distance from the employee's place of work;
- (d) where the employee resides within a reasonable walkable distance from his or her place of work:

Provided that where a dispute arises as to the interpretation of this provision, either party shall refer the matter to the Exemptions/Retrenchment Committee for consideration and determination in terms of clause 5 of the principle agreement.

(2) Every employer who does not provide free accommodation to his or her employee shall pay a minimum accommodation allowance of \$1 267,00, per month, for the period 1st April, 2021 to 30th September, 2021.

(3) Every employer shall supply each of his or her employees at least one cooked meal per day when on duty, free of charge.

Service charge

16. Where an establishment levies a service charge, the employer shall account separately for sums raised, and shall, not later than the 20th day of each month, distribute the total amount so collected among the employees of the establishment or section of the establishment as the case may be, according to the following formula—

$$\frac{a \times c}{b} = \text{employee's proportionate share of service charge;}$$

Where: a = sum total of service charge collected during month;
b = sum total monthly wages of employees concerned;
c = employee's monthly wage

Contract and notice

17. (1) Upon engagement, or any change of occupation, the employer shall inform the employee, in writing, in the form prescribed by council, of the full terms and nature of his or her contract, which shall include—

- (a)—
 - (i) his or her grade; and
 - (ii) his or her rate of pay and when it will be paid; and

Collective Bargaining Agreement: Catering Industry (General Conditions)

- (iii) provision for accommodation; and
 - (iv) the period of notice required to terminate the contract of employment; and
 - (v) the hours of work; and
 - (vi) the details of any service charge, bonus or incentive scheme in operation;
- and

- (b) the employer and employee shall each sign three copies of the contract form, of which the first copy shall be forwarded to the secretary within twenty – two days of the date of engagement, the second copy shall be handed to the employee and the third copy shall be retained by the employer.

(2) Except where a longer period of notice has been provided for under a contract of employment or in any relevant enactment, and subject to subclause (3) , (4) and (5), notice of termination of the contract of employment to be given by either party shall be—

- (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 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 three 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.

(3) Subject to the provisions of subclause (4), an employer or employee desiring to terminate a contract of employment shall give the requisite notice of termination, in writing, on or before the working day immediately preceding the period of notice on the expiration of which employment is to terminate.

(4) Notwithstanding the provisions of subclause (3)—

- (a) an employer may terminate the contract of employment at any time without notice, on paying to the employee,

in lieu of notice, the wage and allowances to which such employee would have been entitled had his or her employment been terminated by notice given in terms of subclause (2) or (3);

- (b) an employee may terminate his or her contract of employment at any time without notice, on paying his or her employer one day's pay for every day on which he or she would have been required to work had he or she given notice of termination in terms of subclause (2) or (3).

(5) Neither the employer nor the employee shall give notice of termination of contract whilst the employee is absent on paid sick leave or vacation leave.

(6) Notwithstanding anything contained in this agreement, no employer shall give notice of termination of employment except in conformity with the prevailing laws and regulations of the Ministry of Public Service Labour and Social Welfare.

(7) An employer may discharge his or her obligations by paying the employee full wages and allowances for, and in lieu of, the period of notice required to be given in terms of this clause.

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

Provided that no employer shall employ an employee on a month to month basis without the approval of the Council. Any employee engaged on a fixed term contract basis shall be entitled to all the benefits enjoyed by an employee who is engaged on a full time basis.

Hours of work

18. (1) The ordinary hours of work for employees shall not exceed one hundred and ninety-five hours per month, ninety hours per fortnight, or in the case of weekly paid employees, forty-five hours per week, nor, in any period of twenty-four hours—

- (a) ten hours for employees in Grades I and II;
- (b) fourteen hours for employees in all other grades.

Collective Bargaining Agreement: Catering Industry (General Conditions)

(2) No employer shall require and no employee shall be obliged to work more than two split- shifts in any period of twenty-four hours.

(3) An employer may require an employee to work overtime, and shall whenever possible, give twenty-four hours notice to such employee of such requirement.

(4) No employer shall require or permit an employee to work more than seventy hours ordinary time and overtime included, in any one week, except in the case of emergency work.

(5) Every employee shall receive at least two days off duty in each fortnight.

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

(7) No employer shall require or permit any employee to work for a continuous period of more than five hours per week without a break of at least thirty minutes:

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

(8)—

(a) subject to the provisions of paragraph (b), every employee shall be entitled to an off-day period of eight consecutive hours between the conclusion of his or her work period on any working day and the commencement of his or her work period on the next succeeding working day;

(b) an employee may be required to work during his or her off duty:

Provided that—for each hour or part thereof worked during such off-duty period, such employee shall, within the week next succeeding, be granted one and a half hours time off, or shall, at the option of the employee be paid overtime rates at one and a half times the employee's current hourly rate;

(c) nothing contained in this subclause shall affect any other provisions of this agreement for the payment of overtime rates.

(9) Any employer may, at the discretion of the secretary, be instructed to maintain an attendance register.

Expenses of the council

19. (1) For the purposes of meeting the expenses of the council every employer shall each month make a deduction equivalent to 1,5 percent from basic wages of each of his or her employees for whom wages are prescribed in this agreement.

(2) To the amount so deducted in terms of subclause (1) the employer shall contribute an equivalent amount.

(3) On or before the seventh of each month in respect of the previous month's contributions, every employer shall forward to the secretary all money's payable in accordance with the provision of subclause (1) and (2), together with a statement in the form prescribed by the council. Such statement shall be endorsed as a "nil" return where an employer does not employ any employees from whose wage deductions are due.

Provided that if payment is made by the 25th of the following month in respect of the previous month's contributions and deductions, interest shall be chargeable at a rate which shall be three points above the base lending rate.

(4) Where an employer fails to forward to the Secretary all moneys payable in terms of sub clauses (1), (2) and (3) above, court action shall be taken to recover the money. Such action shall be issued from any Court with appropriate jurisdiction.

Vacation leave

20. (1) Subject to the provisions of subclause (6), an employee shall accumulate vacation leave at the rate of 30 consecutive days for each year of continuous service.

(2) For the purpose of payment in lieu of any period of leave due—

- (a) on termination of employment any portion of a month worked in excess of two weeks shall be regarded as a full month;
- (b) subject to the provision of subclause (6), vacation leave shall accumulate at the rate of two and half days for each month of continuous service;

Collective Bargaining Agreement: Catering Industry (General Conditions)

(c) the monthly wage shall be divided by twenty-six to obtain the daily rate of pay.

(3) An employer shall permit his or her employee to proceed on vacation leave within six months of his or her application thereof.

(4) An employee proceeding on vacation leave shall receive his or her leave pay for the period of such leave prior to his or her going on leave.

(5) An employee who has accumulated vacation leave may, with the consent of the employer, elect to be paid the cash value in lieu of any vacation leave, in place of proceeding on such leave.

(6) During the first year of service—

(a) an employee who has completed three months continuous service and whose employment is terminated by his or her employer shall be paid cash equivalent of any leave accumulated;

(b) where an employee terminates his or her employment but has not completed three months continuous service, such employee shall not be entitled to the benefits of this clause.

(7) If an establishment observes a holiday, such holiday shall not be offset against an employee's accumulation of vacation leave.

(8) No employee shall be entitled to take vacation leave during his or her first year of continuous service.

(9) Vacation leave and sick leave shall not run concurrently. An employee who becomes ill or is injured during a period of vacation leave may cancel his or her vacation leave and apply for sick leave.

Compassionate/Special leave

21.(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 instruction of a 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 Catering Industry;
- (d) who is detained for questioning by the police;
- (e) on the death or serious illness of a spouse, parent, child, grandparents, brother, sister or legal dependent;
- (f) on any justifiable compassionate ground.

(2) Such employee shall, upon his return produce official documentary evidence on headed paper or date-stamped and signed by the issuing authority, who shall be either a registered medical practitioner, hospital superintendent, district administrator, officer of the Zimbabwe Republic Police, district councillor, school headmaster, or a registered traditional medical practitioner that such special circumstances did exist.

Sickness or incapacity

22. (1) For the purpose of this subclause "sickness or incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own fault, neglect or misconduct.

(2) Sick leave and vacation leave shall not run concurrently.

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

(4) Upon being medically examined, an employee shall obtain a certificate and shall produce such certificate to his or her employer within four days of his or her proceeding on such leave:

Provided that—

- (i) an employee who due to his or her own sickness or incapacity, is absent from work for a period exceeding six consecutive days, shall obtain and submit to his or her employer a medical certificate stating the nature of his or her sickness or incapacity and the probable duration of his or her unfitness for duty;

Collective Bargaining Agreement: Catering Industry (General Conditions)

- (ii) it shall be a condition precedent to payment for sickness or incapacity that the employee shall have reported such sickness or incapacity to his or her employer within four days of its occurrence.

(5) If an employee has obtained from a medical practitioner a certificate certifying that he or she is unfit for work, he or she shall, whilst to unfit be paid his or her wage by his or her employer for the period stated by the medical practitioner at the rate of two and a half days for every month's service, but not exceeding, in aggregate thirty working days in any one year of service.

(6) In the case of the employee who has been in continuous service for more than six months but for less than three years, and who is still unfit for work at the conclusion of the period of sick leave calculate in terms of subclause (5), such employee shall obtain a further certificate from the same medical practitioner stating the probable duration of unfitness for work, and upon production of such certificate to his or her employer, shall be paid half his or her wages by his or her employer for such further period as may be stated by the medical practitioner, but not exceeding, in aggregate, thirty working days in any one year of service.

(7) In the case of an employee who has been in continuous service for not less than three years, and who is still unfit for work at the conclusion of the period of thirty working days referred to in subclause (5) such employee shall obtain a further certificate from the same medical practitioner stating the probable duration of unfitness for work and upon production of such certificate to his or her employer for such further period as may be stated by the medical practitioner,, but not exceeding in aggregate, thirty working days in any one year of service.

(8) The employer shall be entitled to terminate the contract of employment upon fulfilment of the provisions as the case may be, of subclause (5), (6) or (7), and subclause (6) of clause 17.

(9) A certificate issued by a district administrator, a magistrate or a State Registered Nurse shall be accepted in place of a medical certificate when no medical practitioner is available.

(10) The provisions of sub clauses (5) to (8) shall not apply to any sickness or incapacity which is covered by the provisions of the Workmen's Compensation Act [*Chapter 269*].

Maternity leave

23. (1) Unless more favourable conditions have otherwise been provided for in any employment contract or in any enactment, maternity leave shall be granted in terms of this clause 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 or state registered nurse certifying that she is pregnant, a female employee may proceed on maternity leave not earlier than the forty-fifth day and not later than the twenty-first day prior to the expected date of delivery.

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

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

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

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

(6) During the period when a female employee is on maternity leave in accordance with this clause, her normal benefits and entitlements, accumulation of pension rights, shall continue uninterrupted in the manner in which they would have continued had she not gone on leave and the 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 clause.

Nursing mothers

24. (1) A female employee who is the mother of a suckling child shall during each working day, be granted at her request at least one

Collective Bargaining Agreement: Catering Industry (General
Conditions)

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 portion or portions of time 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.

(2) Notwithstanding subclause (1), 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 process or any interference with the efficient running of an undertaking shall be in contravention of subclause (1).

(3) A female employee shall be entitled to the benefits under subclause (1) for the period during which she actually nurses her child or six months, whichever is the lesser.

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

Continuous service

25. (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—

- (a) in the case of a single employer or two or more persons carrying on business in partnership, continuous service shall be deemed not to have been broken by the transfer of an employee from service in any one establishment owned or controlled by such employer or partnership to service in any other establishment owned or controlled by such employer or partnership;
- (b) in the case of an employer, which is a body corporate, continuous service shall be deemed not to have been broken by the transfer of an employee from the service of the employer to the service of its holding company,

or the transfer of an employee from the service in any establishment of such employer, or its holding company, or any of its subsidiary companies, or any other subsidiary of its holding company.

(2) A period of absence between discharge and re-engagement of less than two months shall be deemed not to break employee's continuous service, and shall count towards the purpose of conferring any benefits in terms of clause 10.

(3) If, upon a change of employer at an establishment, and employee enters the service of the new employer or continues his or her service in the establishment, service with the previous employer shall be reckoned as service with the new employer and shall count towards the purpose of conferring may benefits in terms of this agreement.

Record of service

25A. (1) An employee whose services are terminated, for what any cause whatsoever, may request and shall be issued with a record of service from his or her employer.

(2) The record of service supplied shall specify the period of service, occupation(s) in which the employee was employed and the reasons for leaving employment.

Piece-work, task-work or work on ticket system

26. (1) No employer shall give out, and no employee shall perform work on

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

(2) No employee shall be employed on a ticket system basis.

Special provisions; commis cook, commis waiters, learner's barmen and learner receptionist and leaner florists

27. (1) An employee employed as a commis cook, who has successfully completed a cook's training course of not less than twelve months duration at a school recognised by the council shall be deemed to have completed one year's training in his or her occupation.

Collective Bargaining Agreement: Catering Industry (General Conditions)

(2) An employee employed as a commis waiter, who has successfully completed a cook's training course of not less than four months duration at a school recognised by the council shall be deemed to have completed four months training in his or her occupation.

(3) Subject to the provisions of sub clauses (1) and (2) the "prescribed period of training" means two years in case of the commis cook, one year in case of a leaner receptionist, six months in the case of a commis waiter, a leaner barman and leaner florist.

(4) Subject to the provisions of subclauses (1) and (2), the prescribed period of training shall be worked continuously with the same employer:

Provided that—

- (i) where an employee has completed not less than one-half of the prescribed period of training, the council may, for good and sufficient reason, arrange the transfer of the employee concerned from one employer or establishment in the industry for the purpose of completing the prescribed period of training, and, in this event, such period shall be regarded as continuous;
- (ii) where an establishment wishes to employ a leaner receptionist, leaner barmen, commis cook, commis waiter or leaner florist to serve under the employer, manager, licence, or member or his or her family, prior approval thereto should be obtained from the council.

(5) On completion of the prescribed period of training, a commis cook, commis waiter, leaner barman, leaner receptionist or leaner florist, as the case may be, may apply to the council for a certificate stating that the prescribed period of training in his or her occupation has been completed.

(6) The council may authorise the issue of the certificate referred to in subclause (5), such certificate to be signed by the employer with whom or on behalf of the establishment at which the prescribed of training was completed.

(7) An employer shall not employ an employee as a commis cook, commis waiter, learner barmen, leaner receptionist or leaner

florist if upon engagement, such employee exhibits a certificate of completion in his or her occupation to the employer concerned.

Proportion of ratio of employees

28. (1) For the purpose of this clause, casual workers or part time employees shall not be reckoned as employees.

(2) An employer shall not employ more than –

- (a) one leaner barman for every barman;
- (b) one leaner receptionist for every receptionist;
- (c) one commis cook for every two cooks;
- (d) one commis waiter for every five waiters;
- (e) one leaner florist for every florist employed by him or her.

Uniforms and protective clothing

29. (1) An employee may be required to launder any uniforms or attire issued to him or her;

Provided that adequate laundering facilities and cleaning material are made available, at the expense of the employer.

(2) Every employer shall provide, free of charge, and shall maintain in good condition, adequate protective clothing, where necessary, capes, gloves, leggings, footwear and protective ointment for any employee who is exposed to wet or dirty process, cold, heat, or any poisonous, corrosive or other injurious substance liable to cause injury or disease to the person or damage to clothing.

(3) Every employee in attendance on the public, and every employee engaged in the handling and preparation of food and drink, or the handling of utensils used in the preparation of service of food or drink, shall be provided with a suitable uniform or attire, free of charge.

(4) Every employer shall provide, free of charge, a waterproof cap, overcoat or suitable protective clothing to all employees, in the course of their duties who are habitually exposed to inclement weather.

(5) Drivers and vehicle attendants engaged in the loading, unloading and delivery of goods on or from commercial vehicles shall be provided with adequate protective clothing.

Collective Bargaining Agreement: Catering Industry (General
Conditions)

(6) Employees shall wear clothing supplied to them, and the employer shall take all reasonable steps to ensure that the clothing worn are or used by such employees.

(7) Any clothing supplied to an employee in terms of this clause shall remain the property of his or her employer, and shall be returned to him in good condition on the resignation, retirement or discharge of such employee.

Claims for benefits

30. Claims for overtime, rent, leave pay, or any other benefits accrued to an employee shall be claimed by the employee, if not paid by the employer within one year of its becoming due, not later than three years after it becomes due.

Application of agreement

31. (1) No employee may waive the provisions of this agreement, whether or not the said provisions create a benefit to or an obligation upon the employer or employee concerned. Each provision shall create a right or obligation, as the case may be, independently of the existence of other provisions.

(2) Should any of this agreement be declared ultra vires by any competent court of law, the remaining provisions of the agreement shall be deemed to be the agreement, and shall remain in force for the unexpired period of this agreement.

Code of conduct

32. (1) Subject to section 101(1a), (1b) and (1c) of the Labour Act, a works council may apply in the manner prescribed to the Registrar to register an employment code of conduct that shall be binding in respect of its undertaking or workplace.

(2) Subject to subclause (1), the Catering Industry hereby adopts the model employment code referred to in subsection (9), Statutory Instrument 15 of 2006 for use by the industry.

Declaration

The employers' 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 hereto:

Signed at Harare this 26th day of April, 2021.

M. MULEYA,
for and on behalf of the Employers Organisation.

F. NYAMUNDA,
for and on behalf of the trade union.

N. BORE,
Acting General Secretary.

ANNEXURE A

THE ROLE OF THE TRADE UNION

The trade union has a special role to play in promoting industrial harmony and productivity. As it represents the employees in the Industry, it will be interested in a wide range of issues affecting staff.

They include—
Labour and Wages
Social Welfare
Culture and education;
Sport and recreation;
Courses of instruction;
Housing;
Holidays;
Canteens;
Industrial safety;
Advising on personal finances;
Legal matters;
Catering for retired workers;
Unemployed workers.

Such assistance as can be rendered to the trade union by employers such matters will be regarded as being in the interests of the industry as a whole.

Collective Bargaining Agreement: Catering Industry (General Conditions)

NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING INDUSTRY

Class 2 – Annexure B

1st April 2021–30th September 2021

GRADE	Scale "A" THREE YEARS SERVICE		Scale "B" SIX YEARS SERVICE		Scale "C" NINE YEARS SERVICE		Scale "D" TWELVE YEARS SERVICE		Scale "E" FIFTEEN YEARS SERVICE	
	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY
1	10,609.00	2,450.12	10,927.27	2,523.62	11,255.09	2,599.33	11,592.74	2,677.31	11,940.52	2,757.63
2	10,927.27	2,523.62	11,255.09	2,599.33	11,592.74	2,677.31	11,940.52	2,757.63	12,298.74	2,840.36
3	11,255.09	2,599.33	11,592.74	2,677.31	11,940.52	2,757.63	12,298.74	2,840.36	12,667.70	2,925.57
4	11,592.74	2,677.31	11,940.52	2,757.63	12,298.74	2,840.36	12,667.70	2,925.57	13,047.73	3,013.33
4A	11,940.52	2,757.63	12,298.74	2,840.36	12,667.70	2,925.57	13,047.73	3,013.33	13,439.16	3,103.73
5	12,298.74	2,840.36	12,667.70	2,925.57	13,047.73	3,013.33	13,439.16	3,103.73	13,842.34	3,196.84
6	12,667.70	2,925.57	13,047.73	3,013.33	13,439.16	3,103.73	13,842.34	3,196.84	14,257.61	3,292.75
7	13,047.73	3,013.33	13,439.16	3,103.73	13,842.34	3,196.84	14,257.61	3,292.75	14,685.34	3,391.53
8	13,439.16	3,103.73	13,842.34	3,196.84	14,257.61	3,292.75	14,685.34	3,391.53	15,125.90	3,493.28
9	13,842.34	3,196.84	14,257.61	3,292.75	14,685.34	3,391.53	15,125.90	3,493.28	15,579.67	3,598.08
10	14,257.61	3,292.75	14,685.34	3,391.53	15,125.90	3,493.28	15,579.67	3,598.08	16,047.06	3,706.02
11	14,970.49	3,457.39	15,419.60	3,561.11	15,882.19	3,667.94	16,358.66	3,777.98	16,849.42	3,891.32
12	15,719.01	3,630.26	16,190.58	3,739.16	16,676.30	3,851.34	17,176.59	3,966.88	17,691.89	4,085.89
13	16,504.96	3,811.77	17,000.11	3,926.12	17,510.12	4,043.91	18,035.42	4,165.22	18,576.48	4,290.18
14	17,330.21	4,002.36	17,850.12	4,122.43	18,385.62	4,246.10	18,937.19	4,373.49	19,505.31	4,504.69

NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING INDUSTRY

Class 2—Annexure C

1st April 2021–30th September 2021

RADE	Scale "F" EIGHTEEN YEARS SERVICE		Scale "G" TWENTY ONE YEARS SERVICE		Scale "H" TWENTY FOUR YEARS SERVICE		Scale "I" TWENTY SEVEN YEARS SERVICE	
	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY
1	12,298.74	2,840.36	12,667.70	2,925.57	13,047.73	3,013.33	13,439.16	3,103.73
2	12,667.70	2,925.57	13,047.73	3,013.33	13,439.16	3,103.73	13,842.34	3,196.84
3	13,047.73	3,013.33	13,439.16	3,103.73	13,842.34	3,196.84	14,257.61	3,292.75
4	13,439.16	3,103.73	13,842.34	3,196.84	14,257.61	3,292.75	14,685.34	3,391.53
4A	13,842.34	3,196.84	14,257.61	3,292.75	14,685.34	3,391.53	15,125.90	3,493.28
5	14,257.61	3,292.75	14,685.34	3,391.53	15,125.90	3,493.28	15,579.67	3,598.08
6	14,685.34	3,391.53	15,125.90	3,493.28	15,579.67	3,598.08	16,047.06	3,706.02
7	15,125.90	3,493.28	15,579.67	3,598.08	16,047.06	3,706.02	16,528.48	3,817.20
8	15,579.67	3,598.08	16,047.06	3,706.02	16,528.48	3,817.20	17,024.33	3,931.72
9	16,047.06	3,706.02	16,528.48	3,817.20	17,024.33	3,931.72	17,535.06	4,049.67
10	16,528.48	3,817.20	17,024.33	3,931.72	17,535.06	4,049.67	18,061.11	4,171.16
11	17,354.90	4,008.06	17,875.55	4,128.30	18,411.81	4,252.15	18,964.17	4,379.72
12	18,222.65	4,208.46	18,769.32	4,334.72	19,332.40	4,464.76	19,912.38	4,598.70
13	19,133.78	4,418.89	19,707.79	4,551.45	20,299.02	4,688.00	20,908.00	4,828.64
14	20,090.47	4,639.83	20,693.18	4,779.03	21,313.98	4,922.40	21,953.39	5,070.07

Transport and housing allowances have been reviewed to \$2,534.00 and \$1,267.00 per month, respectively.

M. MULEYA,
for and on behalf of the Catering Employers' Association of Zimbabwe.

F. NYAMUNDA,
for and on behalf of the Zimbabwe Catering and Hotel Workers' Union.

N. BORE,
Acting General Secretary of National Employment
Council for the Catering Industry.

Collective Bargaining Agreement: Catering Industry (General Conditions)

NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING INDUSTRY

Class I — Annexure B

1st April 2021–30th September 2021

GRADE	Scale "A" THREE YEARS SERVICE		Scale "B" SIX YEARS SERVICE		Scale "C" NINE YEARS SERVICE		Scale "D" TWELVE YEARS SERVICE		Scale "E" FIFTEEN YEARS SERVICE	
	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY
1	11,563.81	2,670.63	11,910.72	2,750.74	12,268.05	2,833.27	12,636.09	2,918.26	13,015.17	3,005.81
2	11,910.72	2,750.74	12,268.05	2,833.27	12,636.09	2,918.26	13,015.17	3,005.81	13,405.63	3,095.99
3	12,268.05	2,833.27	12,636.09	2,918.26	13,015.17	3,005.81	13,405.63	3,095.99	13,807.79	3,188.87
4	12,636.09	2,918.26	13,015.17	3,005.81	13,405.63	3,095.99	13,807.79	3,188.87	14,222.03	3,284.53
4A	13,015.17	3,005.81	13,405.63	3,095.99	13,807.79	3,188.87	14,222.03	3,284.53	14,648.69	3,383.07
5	13,405.63	3,095.99	13,807.79	3,188.87	14,222.03	3,284.53	14,648.69	3,383.07	15,088.15	3,484.56
6	13,807.79	3,188.87	14,222.03	3,284.53	14,648.69	3,383.07	15,088.15	3,484.56	15,540.79	3,589.10
7	14,222.03	3,284.53	14,648.69	3,383.07	15,088.15	3,484.56	15,540.79	3,589.10	16,007.02	3,696.77
8	14,648.69	3,383.07	15,088.15	3,484.56	15,540.79	3,589.10	16,007.02	3,696.77	16,487.23	3,807.67
9	15,088.15	3,484.56	15,540.79	3,589.10	16,007.02	3,696.77	16,487.23	3,807.67	16,981.84	3,921.90
10	15,540.79	3,589.10	16,007.02	3,696.77	16,487.23	3,807.67	16,981.84	3,921.90	17,491.30	4,039.56
11	16,317.83	3,768.55	16,807.37	3,881.61	17,311.59	3,998.06	17,830.94	4,118.00	18,365.87	4,241.54
12	17,133.73	3,956.98	17,647.74	4,075.69	18,177.17	4,197.96	18,722.48	4,323.90	19,284.16	4,453.62
13	17,990.41	4,154.83	18,530.12	4,279.47	19,086.03	4,407.86	19,658.61	4,540.09	20,248.37	4,676.30
14	18,889.93	4,362.57	19,456.63	4,493.45	20,040.33	4,628.25	20,641.54	4,767.10	21,260.78	4,910.11

After 15 years of continuous service, refer to Annexure C

NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING INDUSTRY
Class I—Annexure C
1st April 2021—30th September 2021

GRADE	Scale "F" EIGHTEEN YEARS SERVICE		Scale "G" TWENTY ONE YEARS SERVICE		Scale "H" TWENTY FOUR YEARS SERVICE		Scale "I" TWENTY SEVEN YEARS SERVICE	
	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY
1	13,405.63	3,095.99	13,807.79	3,188.87	14,222.03	3,284.53	14,648.69	3,383.07
2	13,807.79	3,188.87	14,222.03	3,284.53	14,648.69	3,383.07	15,088.15	3,484.56
3	14,222.03	3,284.53	14,648.69	3,383.07	15,088.15	3,484.56	15,540.79	3,589.10
4	14,648.69	3,383.07	15,088.15	3,484.56	15,540.79	3,589.10	16,007.02	3,696.77
4A	15,088.15	3,484.56	15,540.79	3,589.10	16,007.02	3,696.77	16,487.23	3,807.67
5	15,540.79	3,589.10	16,007.02	3,696.77	16,487.23	3,807.67	16,981.84	3,921.90
6	16,007.02	3,696.77	16,487.23	3,807.67	16,981.84	3,921.90	17,491.30	4,039.56
7	16,487.23	3,807.67	16,981.84	3,921.90	17,491.30	4,039.56	18,016.04	4,160.75
8	16,981.84	3,921.90	17,491.30	4,039.56	18,016.04	4,160.75	18,556.52	4,285.57
9	17,491.30	4,039.56	18,016.04	4,160.75	18,556.52	4,285.57	19,113.22	4,414.14
10	18,016.04	4,160.75	18,556.52	4,285.57	19,113.22	4,414.14	19,686.61	4,546.56
11	18,916.84	4,368.79	19,484.35	4,499.85	20,068.88	4,634.84	20,670.94	4,773.89
12	19,862.68	4,587.22	20,458.56	4,724.84	21,072.32	4,866.59	21,704.49	5,012.58
13	20,855.82	4,816.59	21,481.49	4,961.08	22,125.94	5,109.92	22,789.71	5,263.21
14	21,898.61	5,057.42	22,555.57	5,209.14	23,232.23	5,365.41	23,929.20	5,526.37

Transport and housing allowances have been reviewed to \$2,534.00 and \$1,267.00 per month, respectively.

M. MULEYA,
for and on behalf of the Catering Employers' Association of Zimbabwe.

F. NYAMUNDA,
for and on behalf of the Zimbabwe Catering and Hotel Workers' Union.

N. BORE,
 Acting General Secretary of National Employment
 Council for the Catering Industry.

Collective Bargaining Agreement: Catering Industry (General Conditions)

NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING INDUSTRY

Class 1A—Annexure B

1st April 2021–30th September 2021

GRADE	Scale "A"		Scale "B"		Scale "C"		Scale "D"		Scale "E"	
	THREE YEARS SERVICE	WEEKLY	SIX YEARS SERVICE	WEEKLY	NINE YEARS SERVICE	WEEKLY	TWELVE YEARS SERVICE	WEEKLY	FIFTEEN YEARS SERVICE	WEEKLY
1	12,604.55	2,910.98	12,982.69	2,998.31	13,372.17	3,088.26	13,773.34	3,180.91	14,186.54	3,276.34
2	12,982.69	2,998.31	13,372.17	3,088.26	13,773.34	3,180.91	14,186.54	3,276.34	14,612.13	3,374.63
3	13,372.17	3,088.26	13,773.34	3,180.91	14,186.54	3,276.34	14,612.13	3,374.63	15,050.50	3,475.86
4	13,773.34	3,180.91	14,186.54	3,276.34	14,612.13	3,374.63	15,050.50	3,475.86	15,502.01	3,580.14
4A	14,186.54	3,276.34	14,612.13	3,374.63	15,050.50	3,475.86	15,502.01	3,580.14	15,967.07	3,687.55
5	14,612.13	3,374.63	15,050.50	3,475.86	15,502.01	3,580.14	15,967.07	3,687.55	16,446.08	3,798.17
6	15,050.50	3,475.86	15,502.01	3,580.14	15,967.07	3,687.55	16,446.08	3,798.17	16,939.47	3,912.12
7	15,502.01	3,580.14	15,967.07	3,687.55	16,446.08	3,798.17	16,939.47	3,912.12	17,447.65	4,029.48
8	15,967.07	3,687.55	16,446.08	3,798.17	16,939.47	3,912.12	17,447.65	4,029.48	17,971.08	4,150.36
9	16,446.08	3,798.17	16,939.47	3,912.12	17,447.65	4,029.48	18,510.21	4,274.88	18,510.21	4,274.88
10	16,939.47	3,912.12	17,447.65	4,029.48	17,971.08	4,150.36	18,510.21	4,274.88	19,065.52	4,403.12
11	17,786.44	4,107.72	18,320.03	4,230.95	18,869.63	4,357.88	19,435.72	4,488.62	20,018.79	4,623.28
12	18,675.76	4,313.11	19,236.03	4,442.50	19,813.11	4,575.78	20,407.51	4,713.05	21,019.73	4,854.44
13	19,609.55	4,528.76	20,197.83	4,664.63	20,803.77	4,804.57	21,427.88	4,948.70	22,070.72	5,097.16
14	20,590.03	4,755.20	21,207.73	4,897.86	21,843.96	5,044.79	22,499.28	5,196.14	23,174.26	5,352.02

NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING INDUSTRY

Class 1A – Annexure C

1st April 2021–30th September 2021

GRADE	Scale "F"			Scale "G"			Scale "H"			Scale "I"		
	EIGHTEEN YEARS SERVICE			TWENTY ONE YEARS SERVICE			TWENTY FOUR YEARS SERVICE			TWENTY SEVEN YEARS SERVICE		
	MONTHLY	WEEKLY	WEEKLY	MONTHLY	WEEKLY	WEEKLY	MONTHLY	WEEKLY	WEEKLY	MONTHLY	WEEKLY	WEEKLY
1	14 612,13	3 374,63	3 374,63	15 050,50	3 475,86	3 475,86	15 502,01	3 580,14	3 580,14	15 967,07	3 687,55	3 687,55
2	15 050,50	3 475,86	3 475,86	15 502,01	3 580,14	3 580,14	15 967,07	3 687,55	3 687,55	16 446,08	3 798,17	3 798,17
3	15 502,01	3 580,14	3 580,14	15 967,07	3 687,55	3 687,55	16 446,08	3 798,17	3 798,17	16 939,47	3 912,12	3 912,12
4	15 967,07	3 687,55	3 687,55	16 446,08	3 798,17	3 798,17	16 939,47	3 912,12	3 912,12	17 447,65	4 029,48	4 029,48
4A	16 446,08	3 798,17	3 798,17	16 939,47	3 912,12	3 912,12	17 447,65	4 029,48	4 029,48	17 971,08	4 150,36	4 150,36
5	16 939,47	3 912,12	3 912,12	17 447,65	4 029,48	4 029,48	17 971,08	4 150,36	4 150,36	18 510,21	4 274,88	4 274,88
6	17 447,65	4 029,48	4 029,48	17 971,08	4 150,36	4 150,36	18 510,21	4 274,88	4 274,88	19 065,52	4 403,12	4 403,12
7	17 971,08	4 150,36	4 150,36	18 510,21	4 274,88	4 274,88	19 065,52	4 403,12	4 403,12	19 637,48	4 535,22	4 535,22
8	18 510,21	4 274,88	4 274,88	19 065,52	4 403,12	4 403,12	19 637,48	4 535,22	4 535,22	20 226,61	4 671,27	4 671,27
9	19 065,52	4 403,12	4 403,12	19 637,48	4 535,22	4 535,22	20 226,61	4 671,27	4 671,27	20 833,41	4 811,41	4 811,41
10	19 637,48	4 535,22	4 535,22	20 226,61	4 671,27	4 671,27	20 833,41	4 811,41	4 811,41	21 458,41	4 955,75	4 955,75
11	20 619,36	4 761,98	4 761,98	21 237,94	4 904,84	4 904,84	21 875,08	5 051,98	5 051,98	22 531,33	5 203,54	5 203,54
12	21 650,32	5 000,07	5 000,07	22 299,83	5 150,08	5 150,08	22 968,83	5 304,58	5 304,58	23 657,89	5 463,72	5 463,72
13	22 732,84	5 250,08	5 250,08	23 414,83	5 407,58	5 407,58	24 117,27	5 569,81	5 569,81	24 840,79	5 736,90	5 736,90
14	23 869,48	5 512,58	5 512,58	24 585,57	5 677,96	5 677,96	25 323,13	5 848,30	5 848,30	26 082,83	6 023,75	6 023,75

Transport and housing allowances have been reviewed to \$2 534,00 and \$1 267,00 per month, respectively.

M. MULEYA,

for and on behalf of the Catering Employers' Association of Zimbabwe.

F. NYAMUNDA,

for and on behalf of the Zimbabwe Catering and Hotel Workers' Union.

N. BORE,

Acting General Secretary of National Employment Council for the Catering Industry.

Collective Bargaining Agreement: Catering Industry (General Conditions)

ANNEXURE D

CLASSIFICATION OF ESTABLISHMENTS

The table below indicates the class an establishment falls under according to the type and location of the establishment.

	(a) Urban	(b) Other	(c) Communal
Hotels: 4 and 5 Star	1A	1A	1A
3 Star	1	1	1
2 Star	1	1	2
1 Star	1	2	2
Ungraded/Licensed	1	2	2
Ungraded/Unlicensed	2	2	2
Licensed Restaurant and Bars ..	1	1	2
Unlicensed Restaurants	2	2	2
CLUBS: Residential	1	1	2
Non-residential	2	2	2
Casino	1	1	2

*All hotels, whose grading in terms of the Development of Tourism Act is three stars shall, for the purposes of clause 10, be deemed to fall within Class 1 irrespective of their location—

- (a) “urban” means all centres designated with city, municipal, or town status in terms of the Urban Councils’ Act (Chapter 29:15) and shall include all establishments in the area within a radius of sixteen kilometres from the post office at Bindura, Bulawayo, Chegutu, Chinhoyi, Chitungwiza, Gwanda, Gweru, Harare, Marondera Masvingo, Mutare, Redcliff, Rusape, Shurugwi, Victoria Falls, Zvishavane;
- (b) other covers all establishments not falling under (a) or (c) and shall include—
 - (i) designated growth points; and
 - (ii) agricultural and commercial areas;
- (c) communal lands and rural areas;
- (d) provided that where a casino is located and housed by another establishment in the industry, the casino shall assume the classification of the establishment housing it.

ANNEXURE E

MINIMUM SCHEDULE OF UNIFORMS AND PROTECTIVE CLOTHING

In terms of clause 29; uniforms and protective clothing, the following schedule represents the minimum initial issue, which shall be provided and replaced, free of charge, by the employer, as and when necessary, due to fair wear and tear, on production of the used article.

<i>Department</i>	<i>Uniform and protective clothing</i>
Kitchen:	Caps or suitable head wear, jackets and/or shirts; trousers and/or shorts; footwear.
Bedrooms:	Jackets and/or shirts; trousers and/or shorts/ skirts/overalls and/or dustcoats; caps*, footwear.
Grounds:	Overalls; rain caps/coats; footwear.
Front office:	Jackets and/or shirts; trousers or skirts (alternatively shorts); Footwear, *Ties

Notes:

1. *Where required as part of uniform and a particular type, colour or pattern is to be worn, the employer shall provide and maintain the article, free of charge.
2. It is a condition of employment that uniforms and protective clothing shall remain on the premises of the employer.

