IT is hereby notified that the Collective Bargaining Agreement set out in the Schedule, which further amends the agreement published in Statutory Instrument 51 of 2023, has been registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING & HOTELS INDUSTRY OF ZIMBABWE

COLLECTIVE BARGAINING AGREEMENT: CATERING AND HOTELS INDUSTRY (GENERAL CONDITIONS)

Further Agreement

This further agreement shall be read as one with the principal agreement published in Statutory Instrument 25 of 2022 (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' organization"), of the one part, and the Zimbabwe Catering and Hotel Workers' Union and Catering and Hospitality workers' union of Zimbabwe (hereinafter referred to as "the employees" or "the trade union"), of the other part, being parties to the National Employment Council for the Catering and Hotels Industry of Zimbabwe.

The purpose of this further agreement is to incorporate further agreements reached by the parties.

SCHEDULE

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NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING AND HOTELS 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 and Hotels 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 AND HOTELS" contained in clause 3, and by those of their employees for whom wages are prescribed in this agreement. The provisions of this agreement shall be observed by all employers including entities engaged in Labour Broking.

(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.

Alteration of agreement

2. If either party desires to alter the terms of the agreement, such party shall give one months' 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 and 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 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 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 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 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 transactions in the books of his employer up to trial balance;

"caddie" means an employee who carries a golfer's clubs and provides other assistance during practice and matches.

"caddie master" means an employee who supervises, controls and allocates golf caddies.

"captain" means an employee who drives a house boat or any other motor boat to transport tourists and goods and who is issued with a licence by authorities

"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 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 AND HOTELS as defined in clause 3 of this agreement;

"casual worker" means an employee who is employed on an occasional basis at irregular intervals, 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 and hotels" 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—

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 165*] for which an employer is required to hold—

one or more of the following licences in terms of the Liquor Act (No. 9 of 1984): 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;

a permit in terms of section 85 of the Liquor Act (No. 9 of 1984) in respect of the operation of any canteen or mess of the Air force, the Army, the Police or the Prisons.

a licence in terms of the Lotteries and Gaming Act [*Chapter 10:26*] of 1998

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 No. 9 of 1984) or the Lotteries and Gaming Act [*Chapter 10:26*] but does not include the undertakings of the National Railways of Zimbabwe.

For the purpose of paragraph (a) of this definition—

"hotels and boarding houses" means premises not required to be licenced in terms of the Liquor Act (No. 9 of the 184) 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);

"restaurant" cafes, takeaways, canteens, and messes" means premises not required to be licenced in terms of the liquor Act (No.9 of 1984 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;

"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 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 establishments the grading of which in terms of the Department of Tourism Act, 1975 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.

"cash in transit clerk" an employee who collects cash from outlets and deposits or banks the cash collected.

"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 positing 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 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 and Hotels Industry of Zimbabwe;

"counter hand" means an employee employed in the servicing of customers without handling money in a restaurant, 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 form 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 from 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 and Hotels Industry of Zimbabwe;

"establishment" means any place or safari camp in which any activity falling within the definition of "Catering and Hotels" 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 11 p.m. on a Sunday;

"functions co-coordinator" means and 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 sub clause (1) of clause 10;

"green keeper" means an employee who is responsible for the general maintenance and management of the golf course;

"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 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 Apprenticeship Training and Skilled Manpower Act [*Chapter 266*];

"holding company" has the meaning assigned to it by the Companies and Other Business Entities Act [*Chapter 24:31*] of 2020;

"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 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" menus 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 and 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 sore 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 Development of tourism Act, 1975 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 6:00 a.m.;

"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 Welfare. 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 years' 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 years' experience as a receptionist, and who 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, 1984;

"stable hand" means an employee in charge of cleaning the stable and doing general maintenance. The position is available in hotels or lodges where horses are provided 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 Companies and Other Business Entities Act [*Chapter 24:31*] of 2020;

"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 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;

"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 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. (1) The council may in its sole discretion and upon such terms and conditions as it may determine grant exemption, in writing, from any of the provisions of this agreement to any employer and employee. The application for exemption shall be made on notice to the other party. Such exemption may be cancelled by the Council, at its discretion.

(2) The exemptions/retrenchment Committee shall not exceed thirty working days to consider and determine applications.

If the application is not concluded within the prescribed period, the matter shall be referred to the Executive Committee for consideration.

Appeals and reviews of the decision of the exemptions/ retrenchment committee shall be made to the executive committee within seven working days of the date of receipt of the decision.

Designated agents

6. The council may appoint specified persons with powers as provided for in terms of sections 63 and 93 of the Act 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 has been notified, to give to those of his 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 in terms of Statutory Instrument 25 of 2022 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 full name and if he 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;

(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.

(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 from the 1st January, 2026, 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	US$212,00	US$8,48	US$10,60	US$12,72
Class 1	US$231,08	US$9,24	US$11,55	US$13,86
Class 1A	US$251,88	US$10,08	US$12,59	US$15,11

Value Added Tax (VAT) in terms of the Income Tax Act [*Chapter 23:06*] of 1996 and, in addition, shall deposit with the council such sum of money as may be required by the council from time to time.

(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 sub clause (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 fails to submit a return, the amount paid to the council by the employer on the last occasion when he did submit such return. 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.

(3) In the event of a change in any of the particulars required to be furnished in terms of sub clause (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 business through various establishments shall register each establishment separately and shall pay the declaration fee referred to in paragraph (2) (b) above.

(7) The agreement shall apply to all employers and employees in the Catering and Hotels notwithstanding that the employer has not registered with the Council.

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 occupation and shall pay wages to such employee at least the amount prescribed from time to time and no employee shall accept wages amounting to less than the amount prescribed for him or her.

(2) "Where a new occupation which is not graded in the collective bargaining agreement exists or is discovered, the employer and employee concerned or through the internal structures such as Workers' Committee or Works' Council shall mutually agree on a provisional grading for the occupation for the purposes of determining the level and rate of remuneration. The employer shall forthwith notify the Secretary of the new occupation specifying the following among others—

(a) name or title of the occupation;

(b) description of the duties and responsibilities;

(c) qualification, skills and or experience required to perform the job;

(d) subordinates that can work under the occupation holder.

(e) to whom the occupation holder reports to;

(f) provisional grading for the occupation agreed to and reasons and justification thereof;

(g) recommended grading for the occupation;

(h) any other relevant information;

(3) Upon receipt of the notification and information, the Secretary shall—

(a) notify the parties to Council of the issue and request submission of comments and recommendations;

(b) investigate the issue at the establishment concerned and others where the same position exists;

(c) upon receipt of the submissions by parties to Council and investigation report, refer the matter for consideration by the Legal and Governance Committee. The recommendations of the Legal and Governance Committee shall be referred to Council for ratification;

(d) if approved by Council, the Secretary shall proceed to promulgate the amendment to the principal collective bargaining agreement.

CLASSIFICATION OF OCCUPATION GRADES

NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING & HOTELS INDUSTRY OF ZIMBABWE

CLASSIFICATION OF OCCCUPATION IN GRADES

ANNEXURE A

Grade 1

002 Boiler Hand
003 General Duties Hand
004 Grounds and Garden Hand
005 Stable Hand

Grade 2

021 Porter
022 Bedroom Hand
023 Laundry Hand
024 Bar Hand
025 Kitchen Porter
026 Page & Bell Attendant
027 Counter Hand

Grade 3

041 Bedroom Hand/Waiter
043 Commis Waiter
045 Kitchen Porter, Head

Grade 4

061 Billard Maker
062 Commis Cook
065 Messenger
066 Still Room Hand/ Barrister
067 Waiter
068 Food Vendor
069 Seamstress

Grade 4A

071 Waiter (3 Star Hotel/Licensed Restaurant)

Grade 5

080 Cutter
081 Groom
082 Caddie-Master
083 Doorman
084 Head Gardener/Grounds man
085 Junior Section Cook
086 Linen Supervisor
087 Night Porter
088 Senior Bedroom Hand
089 Senior Waiter
090 Valet
091 Cook—Catering School Graduate

Grade 6

101 Head Porter
102 Hotel or House Policeman
103 Assistant Head Waiter

104 Learner Barman
105 Dry Cleaning Machine Operator
106 Senior Section Cook
107 Telephone Operator
108 Catering Teller
109 Porter Head
110 Ice—Cream Maker

Grade 7

121 Driver Class 4
122 Floor Supervisor
123 Pastry Cook
125 Tractor Driver

Grade 8

141 Handyman
142 Junior Clerk
144 Learner Receptionist
145 Telephone Operator Senior
146 Floor Supervisor Senior
147 Typist

Grade 9

161 Bar Clerk
162 Hotel or House Policeman Head
163 Head Cook
164 Head Waiter
165 Leaner Florist
166 Back House Supervisor
167 Milling Attendant

168 Barman
169 Receptionist
170 Driver/Salesman

Grade 10

181 Process Attendant
182 Cash In Transit Clerk
183 Bill Office Clerk
184 Cashier
185 Clerk
186 HORSE MASTER
187 Housekeeper
188 Kitchen Supervisor
189 Barman Senior
190 Receptionist Senior

Grade 11

191 Florist
192 Shift Leader (Uplift)
193 Supervisor Takeaway
194 Horse Master, Head
197 Driver Class 2
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

Grade 12

221 Chef
222 Club Steward
223 Casino Technician
224 Head Cashier
225 Senior Florist
228 Hotel School Graduate Chef

Grade 13

231 Maitre d'Hotel
232 Duty Officer (Uplift)
233 Head Reservationist
234 Functions Co-ordinator
235 Printer
238 Driver Class 1
239 Night Auditor
241 Chef Class 1

Grade 14

260 Green Keeper
261 Captain
264 Bunjee Attendant
266 Hunter

Grade 888

888 Voluntary Member

(4) The wages are denominated in United States Dollars and payable as follows:

(i) at least 55% in United States Dollars

(ii) subject to sub clause (i) up to 45% payable in local currency at the official prevailing exchange rate applicable on the date of payment.

Provided that establishments that can offer better and more favourable conditions are encouraged to do so.

(iii) Establishments that are already paying wages at higher rates and thresholds than the minimum specified in clause 10 (1) (a) (i) and (ii) above, shall not revert to less favourable rates except after engaging and consulting the employees through established internal structures.

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

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

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

(8) An employee who is required to perform work in a higher grade than that in which he 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 is so employed.

(9) 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 place of work but the employer was unable and unwilling to furnish him with work.

(10)—

(a) A part—time workers shall be paid not less than the hourly equivalent of the grade in which they are placed and calculated as provided in Clause 12;

(b) casual workers shall be paid wages which are not less than the minimum remuneration or wage fixed in a collective

bargaining agreement as the minimum rate of remuneration or minimum wage for the undertaking or industry, and grade and type of occupation governed by that collective bargaining agreement, in which event the employee concerned shall be entitled to be paid the difference between what he or she has earned in that period of two months and one month's remuneration or wage

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

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

(13) 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 years' service, a wage not less than that stipulated in scale A of Annexure B to this Agreement;

(b) upon completion of six years' service. a wage not less than that stipulated in scale B of Annexure B to this Agreement;

(c) upon completion of nine years' service, a wage of not less than that stipulated in scale C of Annexure B of this agreement;

(d) upon completion of twelve years' service, a wage of not less than that stipulated in scale D of Annexure B of this agreement;

(e) upon completion of fifteen years' service, a wage not less than that stipulated in scale E of Annexure B of this agreement;

(f) upon completion of eighteen years' service, a wage not less than that stipulated in scale F of Annexure B of this agreement;

(g) upon completion of twenty-one years' service, a wage not less than that stipulated in scale G of Annexure B of this agreement;

(h) upon completion of twenty-four years' service, a wage not less than that stipulated in scale H of Annexure B of this agreement;

(i) upon completion of twenty-seven years' service, a wage not less than that stipulated in scale I of Annexure B 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.

(14) 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 trade or Ministry of Labour where this is not available.

(15) 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 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—

(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. In addition to the provisions of 12A(6) of the Act or as amended, 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 failing 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 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 is compelled by law or legal process to make on behalf of an employee;

(d) 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.

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 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 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, transfer into a bank account or, at the option of the employee and shall be accompanied by a payslip 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 US$80,00 per month to each employee for the period 1st January to 31st December, 2023 subject to any subsequent changes 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 place of work;

(e) the allowance shall be payable as follows:

(i) at least 55% in United States Dollars and 45% payable in local currency at the official prevailing exchange rate applicable on the date of payment.

(ii) Provided that establishments that can offer better and more favourable conditions are encouraged to do so.

(iii) Establishments that are already paying wages at higher rates and thresholds than the minimum specified in clause 15(1)(i) and (ii) above, shall not revert to less favourable rates except after engaging and consulting the employees through established internal structures.

(f) where an employer operates through a split shift system, a commensurate additional allowance agreeable at the workplace is payable.

(g) 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 principal agreement.

(2) Every employer who does not provide free accommodation to his employee shall pay a minimum accommodation allowance of US$50,00 per month for the period 1st January to 31st December, 2023, subject to any subsequent changes.

(3) The allowance shall be payable as follows—

(a) at least 55% in United States dollars and 45% payable in local currency at the official prevailing exchange rate applicable on the date of payment;

(b) provided that establishments that can offer better and more favourable conditions are encouraged to do so;

(c) establishments that are already paying wages at higher rates and thresholds than the minimum specified in clause 15(1) (i) and (ii) above, shall not revert to less favourable rates except after engaging and consulting the employees through established internal structures.

(4) Every employer shall supply each of his 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—

$\frac{a}{b} \times c$ = 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 contract, which shall include—

(a) his or her grade; and

(b) his or her rate of pay and when it will be paid; and

(c) provision for accommodation; and

(d) the period of notice required to terminate the contract of employment; and

(e) the hours of work; and

(f) the details of any service charge, bonus or incentive scheme in operation;

and

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

(a) one day in the case of casual work or seasonal work; or

(b) three months in any other case.

(3) A contract of employment may be terminated only on the part of an employee by his or her resignation, retirement, incapacitation or death and in the following cases on the part of the employer—

(a) by mutual agreement in writing;

(b) for misconduct in terms of an applicable registered code of conduct;

(c) retrenchment in terms of section 12C of the Labour Act;

(4) Except where a longer period of notice has been provided for under a contract of employment or in any relevant enactment, notice to be given by the employee 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 six months or more but less than one year.

(d) two weeks in the case of a contract for a period of three months or more but less than six months.

(e) one day in the case of a contract for a period of less than three months or in the case of casual work or seasonal work.

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

(6) Notwithstanding the provisions of sub clause (3) and (4)—

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

(8) Notwithstanding anything contained in this agreement, no employer shall give notice of termination of employment except in conformity with the Labour Act and this agreement.

(9) An employer may discharge his 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.

(10) "Whenever an employee has been provided with accommodation directly or indirectly by his employer, the employee shall not be required to vacate the accommodation before the expiry of a period of one month after the period of notice specified in terms of subclause (3) or (4)."

(11) 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 engage and employ an employee on fixed term contracts for periods exceeding a total of twenty–four consecutive months.

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.

(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 day off, but no employee shall be required to work on his 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 day 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 work period on any working day and the commencement of his work period on the next succeeding working day;

(b) an employee may be required to work during his off duty and shall be compensated in terms of clause 11 (2) of this agreement.

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

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

(10) 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 employees for whom wages are prescribed in this agreement.

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

(3) The council levy contributions shall be effected, deducted and remitted in the currencies and proportions in which the wages were paid.

(4) Every employer shall forthwith after paying wages to his or her employees and effecting deductions forward to the secretary all Council levy payable in accordance with the provision of sub clause (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 10th 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.

(5) 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 sub clause (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 sub clause (6), vacation leave shall accumulate at the rate of two and half days for each month of continuous service;

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

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

(4) 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.

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

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

(7) 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 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 AND HOTELS;

(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 superintended, 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 sub-clause "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.

(i) 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) A certificate issued by a registered medical practitioner or a State Registered Nurse shall be accepted.

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

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

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

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

(b) subject to subsection (3), one hundred- and eighty-days' sick leave on full and half pay; the employer may terminate the employment of the employee concerned.

(9) An employee who so wishes may be granted accrued vacation leave instead of sick leave on half pay or without pay.

(10) The employer shall be entitled to terminate the contract of employment on medical grounds upon fulfilment of the provisions.

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 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.

(2) Unless the employer grants sick leave for medical reasons other than maternity, sick leave may not be granted once maternity leave has begun.

(3) 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 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 combines 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 sub clause (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 sub clause (1)

(3) A female employee shall be entitled to the benefits under sub clause (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 than 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 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 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

25. A (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, 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 occupation

(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 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 sub clause (1) and (2), the prescribed period of training shall be worked continuously with the same employer:

Provided that—

(a) 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;

(b) 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 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 occupation has been completed.

(6) The council may authorise the issue of the certificate referred to in sub clause (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 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.

(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 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 and not later than two 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 whose adoption shall be approved by Council.

(2) The establishment codes shall be subject to review after every five-year periods.

(3) Subject to sub clause (1), the catering and hotels hereby adopts the model employment code referred to in subsection (9), Statutory Instrument 15 of 2006 for use by the industry.

Enforcement of determinations handed down in terms of section 63(3a) of the Act

33. (1) A Designated Agent's determination handed down shall be recognised as binding on the parties.

(2) An appeal or review of a determination shall lie to the Labour Court in terms of sections 92D, 92E and 92EE of the Labour Act.

(3) Any party to whom a determination relates may submit for registration the copy of it furnished to him in terms of section 63 (3a) to the court of any Magistrates which would have had jurisdiction to make an order corresponding to the determination had the matter been determined by it, or, if the determination exceeds the jurisdiction of any Magistrates court, the High Court.

(4) Where a determination has been registered in terms of sub clause (2) it shall have the effect, for purposes of enforcement, of a civil judgment of the appropriate court."

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 2nd day of March, 2026.

K. DERA,
for and on behalf of the Employers Organisation.

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

M. MANYATERA,
for and on behalf od Catering and Hospitality Workers' Union of Zimbabwe.

T. T. MAKAVANI,
General Secretary.

N. MUKWEHWA,
Council Chairperson.

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.

Annexure B

WAGES JANUARY TO MARCH 2026

NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING INDUSTRY						
		CLASS 2				
	1st January 2026 - 31st March 2026					
		ANNEXURE A				
	1 TO 12 MONTHS			13 TO 36 MONTHS		
GRADE	MONTHLY	WEEKLY		MONTHLY	WEEKLY	
1	$ 212.00	$ 48.96		$ 218.36	$ 50.43	
2	$ 218.36	$ 50.43		$ 224.91	$ 51.94	
3	$ 224.91	$ 51.94		$ 231.66	$ 53.50	
4	$ 231.66	$ 53.50		$ 238.61	$ 55.11	
4A	$ 238.61	$ 55.11		$ 245.77	$ 56.76	
5	$ 245.77	$ 56.76		$ 253.14	$ 58.46	
6	$ 253.14	$ 58.46		$ 260.73	$ 60.22	
7	$ 260.73	$ 60.22		$ 268.56	$ 62.02	
8	$ 268.56	$ 62.02		$ 276.61	$ 63.88	
9	$ 276.61	$ 63.88		$ 284.91	$ 65.80	
10	$ 284.91	$ 65.80		$ 293.46	$ 67.77	
11	$ 299.16	$ 69.09		$ 308.13	$ 71.16	
12	$ 314.11	$ 72.54		$ 323.54	$ 74.72	
13	$ 329.82	$ 76.17		$ 339.71	$ 78.46	
14	$ 346.31	$ 79.98		$ 356.70	$ 82.38	
After 2 years of continuous service, refer to Annexure B						

			Class 2 - Annexure B							
			1st January 2026 - 31st March 2026							
	Scale "A"		Scale "B"		Scale "C"		Scale "D"		Scale "E"	
	THREE YEARS		SIX YEARS		NINE YEARS		TWELVE YEARS		FIFTEEN YEARS	
	SERVICE		SERVICE		SERVICE		SERVICE		SERVICES	
GRADE	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY
1	$ 224.91	$ 51.94	$ 231.66	$ 53.50	$ 238.61	$ 55.11	$ 245.77	$ 56.76	$ 253.14	$ 58.46
2	$ 231.66	$ 53.50	$ 238.61	$ 55.11	$ 245.77	$ 56.76	$ 253.14	$ 58.46	$ 260.73	$ 60.22
3	$ 238.61	$ 55.11	$ 245.77	$ 56.76	$ 253.14	$ 58.46	$ 260.73	$ 60.22	$ 268.56	$ 62.02
4	$ 245.77	$ 56.76	$ 253.14	$ 58.46	$ 260.73	$ 60.22	$ 268.56	$ 62.02	$ 276.61	$ 63.88
4A	$ 253.14	$ 58.46	$ 260.73	$ 60.22	$ 268.56	$ 62.02	$ 276.61	$ 63.88	$ 284.91	$ 65.80
5	$ 260.73	$ 60.22	$ 268.56	$ 62.02	$ 276.61	$ 63.88	$ 284.91	$ 65.80	$ 293.46	$ 67.77
6	$ 268.56	$ 62.02	$ 276.61	$ 63.88	$ 284.91	$ 65.80	$ 293.46	$ 67.77	$ 302.26	$ 69.81
7	$ 276.61	$ 63.88	$ 284.91	$ 65.80	$ 293.46	$ 67.77	$ 302.26	$ 69.81	$ 311.33	$ 71.90
8	$ 284.91	$ 65.80	$ 293.46	$ 67.77	$ 302.26	$ 69.81	$ 311.33	$ 71.90	$ 320.67	$ 74.06
9	$ 293.46	$ 67.77	$ 302.26	$ 69.81	$ 311.33	$ 71.90	$ 320.67	$ 74.06	$ 330.29	$ 76.28
10	$ 302.26	$ 69.81	$ 311.33	$ 71.90	$ 320.67	$ 74.06	$ 330.29	$ 76.28	$ 340.20	$ 78.57
11	$ 317.37	$ 73.30	$ 326.90	$ 75.50	$ 336.70	$ 77.76	$ 346.80	$ 80.09	$ 357.21	$ 82.50
12	$ 333.24	$ 76.96	$ 343.24	$ 79.27	$ 353.54	$ 81.65	$ 364.14	$ 84.10	$ 375.07	$ 86.62
13	$ 349.91	$ 80.81	$ 360.40	$ 83.23	$ 371.21	$ 85.73	$ 382.35	$ 88.30	$ 393.82	$ 90.95
14	$ 367.40	$ 84.85	$ 378.42	$ 87.40	$ 389.78	$ 90.02	$ 401.47	$ 92.72	$ 413.51	$ 95.50
	After 15 years of continuous service, refer to Annexure C									

			Class 2 - Annexure C					
			1st January 2026 - 31st March 2026					
	Scale "F"		Scale "G"		Scale "H"		Scale "I"	
	EIGHTEEN YEARS		TWENTY ONE YEARS		TWENTY FOUR YEARS		TWENTY SEVEN YEARS	
	SERVICE		SERVICE		SERVICE		SERVICE	
GRADE	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY
1	$ 260.73	$ 60.22	$ 268.56	$ 62.02	$ 276.61	$ 63.88	$ 284.91	$ 65.80
2	$ 268.56	$ 62.02	$ 276.61	$ 63.88	$ 284.91	$ 65.80	$ 293.46	$ 67.77
3	$ 276.61	$ 63.88	$ 284.91	$ 65.80	$ 293.46	$ 67.77	$ 302.26	$ 69.81
4	$ 284.91	$ 65.80	$ 293.46	$ 67.77	$ 302.26	$ 69.81	$ 311.33	$ 71.90
4A	$ 293.46	$ 67.77	$ 302.26	$ 69.81	$ 311.33	$ 71.90	$ 320.67	$ 74.06
5	$ 302.26	$ 69.81	$ 311.33	$ 71.90	$ 320.67	$ 74.06	$ 330.29	$ 76.28
6	$ 311.33	$ 71.90	$ 320.67	$ 74.06	$ 330.29	$ 76.28	$ 340.20	$ 78.57
7	$ 320.67	$ 74.06	$ 330.29	$ 76.28	$ 340.20	$ 78.57	$ 350.40	$ 80.92
8	$ 330.29	$ 76.28	$ 340.20	$ 78.57	$ 350.40	$ 80.92	$ 360.92	$ 83.35
9	$ 340.20	$ 78.57	$ 350.40	$ 80.92	$ 360.92	$ 83.35	$ 371.74	$ 85.85
10	$ 350.40	$ 80.92	$ 360.92	$ 83.35	$ 371.74	$ 85.85	$ 382.90	$ 88.43
11	$ 367.92	$ 84.97	$ 378.96	$ 87.52	$ 390.33	$ 90.15	$ 402.04	$ 92.85
12	$ 386.32	$ 89.22	$ 397.91	$ 91.90	$ 409.85	$ 94.65	$ 422.14	$ 97.49
13	$ 405.64	$ 93.68	$ 417.81	$ 96.49	$ 430.34	$ 99.39	$ 443.25	$ 102.37
14	$ 425.92	$ 98.36	$ 438.70	$ 101.32	$ 451.86	$ 104.35	$ 465.41	$ 107.49

Transport and Housing allowances have been reviewed to US$80.00 and US$50.00 per month, respectively.

1. K. DERA.....
For and on behalf of the Catering Employers' Association of Zimbabwe

2. F. NYAMUNDA .....
For and on behalf of the Zimbabwe Catering & Hotel Workers' Union

3. M. MANYATERA
For and on behalf of the Zimbabwe Catering & Hospitality Workers' Union of Zimbabwe

4. T. T. MAKAVANI.....
General Secretary of National Employment Council For The Catering and Hotels Industry

5. N. MUKWEHWA .....
Chairperson of National Employment Council for the Catering and Hotels Industry

NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING INDUSTRY

CLASS 1

1st January 2026 - 31st March 2026

ANNEXURE A

GRADE	1 TO 12 MONTHS		13 TO 36 MONTHS	
	MONTHLY	WEEKLY	MONTHLY	WEEKLY
1	$ 231.08	$ 53.37	$ 238.01	$ 54.97
2	$ 238.01	$ 54.97	$ 245.15	$ 56.62
3	$ 245.15	$ 56.62	$ 252.51	$ 58.32
4	$ 252.51	$ 58.32	$ 260.08	$ 60.07
4A	$ 260.08	$ 60.07	$ 267.89	$ 61.87
5	$ 267.89	$ 61.87	$ 275.92	$ 63.72
6	$ 275.92	$ 63.72	$ 284.20	$ 65.63
7	$ 284.20	$ 65.63	$ 292.73	$ 67.60
8	$ 292.73	$ 67.60	$ 301.51	$ 69.63
9	$ 301.51	$ 69.63	$ 310.55	$ 71.72
10	$ 310.55	$ 71.72	$ 319.87	$ 73.87
11	$ 326.08	$ 75.31	$ 335.86	$ 77.57
12	$ 342.38	$ 79.07	$ 352.66	$ 81.44
13	$ 359.50	$ 83.03	$ 370.29	$ 85.52
14	$ 377.48	$ 87.18	$ 388.80	$ 89.79

After 2 years of continuous service, refer to Annexure B

		NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING INDUSTRY									
				Class 1 - Annexure B							
				1st January 2025 - 31st March 2028							
	Scale "A"		Scale "B"		Scale "C"		Scale "D"		Scale "E"	
	THREE YEARS		SIX YEARS		NINE YEARS		TWELVE YEARS		FIFTEEN YEARS	
	SERVICE		SERVICE		SERVICE		SERVICE		SERVICES	
GRADE	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY
1	$ 245.15	$ 56.62	$ 252.51	$ 58.32	$ 260.08	$ 60.07	$ 267.89	$ 61.87	$ 275.92	$ 63.72
2	$ 252.51	$ 58.32	$ 260.08	$ 60.07	$ 267.89	$ 61.87	$ 275.92	$ 63.72	$ 284.20	$ 65.63
3	$ 260.08	$ 60.07	$ 267.89	$ 61.87	$ 275.92	$ 63.72	$ 284.20	$ 65.63	$ 292.73	$ 67.60
4	$ 267.89	$ 61.87	$ 275.92	$ 63.72	$ 284.20	$ 65.63	$ 292.73	$ 67.60	$ 301.51	$ 69.63
4A	$ 275.92	$ 63.72	$ 284.20	$ 65.63	$ 292.73	$ 67.60	$ 301.51	$ 69.63	$ 310.55	$ 71.72
5	$ 284.20	$ 65.63	$ 292.73	$ 67.60	$ 301.51	$ 69.63	$ 310.55	$ 71.72	$ 319.87	$ 73.87
6	$ 292.73	$ 67.60	$ 301.51	$ 69.63	$ 310.55	$ 71.72	$ 319.87	$ 73.87	$ 329.46	$ 76.09
7	$ 301.51	$ 69.63	$ 310.55	$ 71.72	$ 319.87	$ 73.87	$ 329.46	$ 76.09	$ 339.35	$ 78.37
8	$ 310.55	$ 71.72	$ 319.87	$ 73.87	$ 329.46	$ 76.09	$ 339.35	$ 78.37	$ 349.53	$ 80.72
9	$ 319.87	$ 73.87	$ 329.46	$ 76.09	$ 339.35	$ 78.37	$ 349.53	$ 80.72	$ 360.02	$ 83.14
10	$ 329.46	$ 76.09	$ 339.35	$ 78.37	$ 349.53	$ 80.72	$ 360.02	$ 83.14	$ 370.82	$ 85.64
11	$ 345.94	$ 79.89	$ 356.32	$ 82.29	$ 367.01	$ 84.76	$ 378.02	$ 87.30	$ 389.36	$ 89.92
12	$ 363.23	$ 83.89	$ 374.13	$ 86.40	$ 385.36	$ 89.00	$ 396.92	$ 91.67	$ 408.80	$ 94.43
13	$ 381.40	$ 88.08	$ 392.84	$ 90.72	$ 404.63	$ 93.45	$ 416.76	$ 96.25	$ 429.27	$ 99.14
14	$ 400.47	$ 92.49	$ 412.48	$ 95.26	$ 424.85	$ 98.12	$ 437.60	$ 101.06	$ 450.73	$ 104.09
After 15 years of continuous service, refer to Annexure C										

NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING INDUSTRY

Class 1 - Annexure C

1st January 2026 - 31st March 2026

	Scale "F"		Scale "G"		Scale "H"		Scale "I"	
	EIGHTEEN YEARS SERVICE		TWENTY ONE YEARS SERVICE		TWENTY FOUR YEARS SERVICE		TWENTY SEVEN YEARS SERVICE	
GRADE	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY
1	$ 284.20	$ 65.63	$ 292.73	$ 67.60	$ 301.51	$ 69.63	$ 310.55	$ 71.72
2	$ 292.73	$ 67.60	$ 301.51	$ 69.63	$ 310.55	$ 71.72	$ 319.87	$ 73.87
3	$ 301.51	$ 69.63	$ 310.55	$ 71.72	$ 319.87	$ 73.87	$ 329.46	$ 76.09
4	$ 310.55	$ 71.72	$ 319.87	$ 73.87	$ 329.46	$ 76.09	$ 339.35	$ 78.37
4A	$ 319.87	$ 73.87	$ 329.46	$ 76.09	$ 339.35	$ 78.37	$ 349.53	$ 80.72
5	$ 329.46	$ 76.09	$ 339.35	$ 78.37	$ 349.53	$ 80.72	$ 360.02	$ 83.14
6	$ 339.35	$ 78.37	$ 349.53	$ 80.72	$ 360.02	$ 83.14	$ 370.82	$ 85.64
7	$ 349.53	$ 80.72	$ 360.02	$ 83.14	$ 370.82	$ 85.64	$ 381.94	$ 88.21
8	$ 360.02	$ 83.14	$ 370.82	$ 85.64	$ 381.94	$ 88.21	$ 393.40	$ 90.85
9	$ 370.82	$ 85.64	$ 381.94	$ 88.21	$ 393.40	$ 90.85	$ 405.20	$ 93.58
10	$ 381.94	$ 88.21	$ 393.40	$ 90.85	$ 405.20	$ 93.58	$ 417.36	$ 96.39
11	$ 401.04	$ 92.62	$ 413.07	$ 95.40	$ 425.46	$ 98.26	$ 438.22	$ 101.21
12	$ 421.09	$ 97.25	$ 433.72	$ 100.17	$ 446.73	$ 103.17	$ 460.14	$ 106.27
13	$ 442.14	$ 102.11	$ 455.41	$ 105.17	$ 469.07	$ 108.33	$ 483.14	$ 111.58
14	$ 464.25	$ 107.22	$ 478.18	$ 110.43	$ 492.52	$ 113.75	$ 507.30	$ 117.16

Transport and Housing allowances have been reviewed to US$80.00 and US$50.00 per month, respectively.

1. K. DERA.....
For and on behalf of the Catering Employers' Association of Zimbabwe

2. F. NYAMUNDA .....
For and on behalf of the Zimbabwe Catering & Hotel Workers' Union

3. M. MANYATERA
For and on behalf of the Zimbabwe Catering & Hospitality Workers' Union of Zimbabwe

4. T. T. MAKAVANI.....
General Secretary of National Employment Council For The Catering and Hotels Industry

5. N. MUKWEHWA .....
Chairperson of National Employment Council for the Catering and Hotels Industry

NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING INDUSTRY

CLASS 1A

1st January 2026 - 31st March 2026

ANNEXURE A

GRADE	1 TO 12 MONTHS		13 TO 36 MONTHS	
	MONTHLY	WEEKLY	MONTHLY	WEEKLY
1	$ 251.88	$ 58.17	$ 259.44	$ 59.92
2	$ 259.44	$ 59.92	$ 267.22	$ 61.71
3	$ 267.22	$ 61.71	$ 275.24	$ 63.56
4	$ 275.24	$ 63.56	$ 283.49	$ 65.47
4A	$ 283.49	$ 65.47	$ 292.00	$ 67.44
5	$ 292.00	$ 67.44	$ 300.76	$ 69.46
6	$ 300.76	$ 69.46	$ 309.78	$ 71.54
7	$ 309.78	$ 71.54	$ 319.07	$ 73.69
8	$ 319.07	$ 73.69	$ 328.65	$ 75.90
9	$ 328.65	$ 75.90	$ 338.51	$ 78.18
10	$ 338.51	$ 78.18	$ 348.66	$ 80.52
11	$ 355.43	$ 82.09	$ 366.09	$ 84.55
12	$ 373.20	$ 86.19	$ 384.40	$ 88.78
13	$ 391.86	$ 90.50	$ 403.62	$ 93.21
14	$ 411.46	$ 95.02	$ 423.80	$ 97.88

After 2 years of continuous service, refer to Annexure B

			NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING INDUSTRY							
			CLASS 1A Annexure B							
			1st January 2026 - 31st March 2026							
	Scale "A"		Scale "B"		Scale "C"		Scale "D"		Scale "E"	
	THREE YEARS		SIX YEARS		NINE YEARS		TWELVE YEARS		FIFTEEN YEARS	
	SERVICE		SERVICE		SERVICE		SERVICE		SERVICES	
GRADE	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY
1	$ 267.22	$ 61.71	$ 275.24	$ 63.56	$ 283.49	$ 65.47	$ 292.00	$ 67.44	$ 300.76	$ 69.46
2	$ 275.24	$ 63.56	$ 283.49	$ 65.47	$ 292.00	$ 67.44	$ 300.76	$ 69.46	$ 309.78	$ 71.54
3	$ 283.49	$ 65.47	$ 292.00	$ 67.44	$ 300.76	$ 69.46	$ 309.78	$ 71.54	$ 319.07	$ 73.69
4	$ 292.00	$ 67.44	$ 300.76	$ 69.46	$ 309.78	$ 71.54	$ 319.07	$ 73.69	$ 328.65	$ 75.90
4A	$ 300.76	$ 69.46	$ 309.78	$ 71.54	$ 319.07	$ 73.69	$ 328.65	$ 75.90	$ 338.51	$ 78.18
5	$ 309.78	$ 71.54	$ 319.07	$ 73.69	$ 328.65	$ 75.90	$ 338.51	$ 78.18	$ 348.66	$ 80.52
6	$ 319.07	$ 73.69	$ 328.65	$ 75.90	$ 338.51	$ 78.18	$ 348.66	$ 80.52	$ 359.12	$ 82.94
7	$ 328.65	$ 75.90	$ 338.51	$ 78.18	$ 348.66	$ 80.52	$ 359.12	$ 82.94	$ 369.89	$ 85.43
8	$ 338.51	$ 78.18	$ 348.66	$ 80.52	$ 359.12	$ 82.94	$ 369.89	$ 85.43	$ 380.99	$ 87.99
9	$ 348.66	$ 80.52	$ 359.12	$ 82.94	$ 369.89	$ 85.43	$ 380.99	$ 87.99	$ 392.42	$ 90.63
10	$ 359.12	$ 82.94	$ 369.89	$ 85.43	$ 380.99	$ 87.99	$ 392.42	$ 90.63	$ 404.19	$ 93.35
11	$ 377.08	$ 87.08	$ 388.39	$ 89.70	$ 400.04	$ 92.39	$ 412.04	$ 95.16	$ 424.40	$ 98.01
12	$ 395.93	$ 91.44	$ 407.81	$ 94.18	$ 420.04	$ 97.01	$ 432.64	$ 99.92	$ 445.62	$ 102.92
13	$ 415.73	$ 96.01	$ 428.20	$ 98.89	$ 441.04	$ 101.86	$ 454.26	$ 104.91	$ 467.90	$ 108.06
14	$ 436.51	$ 100.81	$ 449.61	$ 103.84	$ 463.10	$ 106.95	$ 476.99	$ 110.16	$ 491.30	$ 113.46
	After 15 years of continuous service, refer to Annexure C									

NATIONAL EMPLOYMENT COUNCIL FOR THE CATERING INDUSTRY

CLASS 1A Annexure C

1st January 2026 - 31st March 2026

	Scale "F"		Scale "G"		Scale "H"		Scale "I"	
	EIGHTEEN YEARS SERVICE		TWENTY ONE YEARS SERVICE		TWENTY FOUR YEARS SERVICE		TWENTY SEVEN YEARS SERVICE	
GRADE	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY	MONTHLY	WEEKLY
1	$ 309.78	$ 71.54	$ 319.07	$ 73.69	$ 328.65	$ 75.90	$ 338.51	$ 78.18
2	$ 319.07	$ 73.69	$ 328.65	$ 75.90	$ 338.51	$ 78.18	$ 348.66	$ 80.52
3	$ 328.65	$ 75.90	$ 338.51	$ 78.18	$ 348.66	$ 80.52	$ 359.12	$ 82.94
4	$ 338.51	$ 78.18	$ 348.66	$ 80.52	$ 359.12	$ 82.94	$ 369.89	$ 85.43
4A	$ 348.66	$ 80.52	$ 359.12	$ 82.94	$ 369.89	$ 85.43	$ 380.99	$ 87.99
5	$ 359.12	$ 82.94	$ 369.89	$ 85.43	$ 380.99	$ 87.99	$ 392.42	$ 90.63
6	$ 369.89	$ 85.43	$ 380.99	$ 87.99	$ 392.42	$ 90.63	$ 404.19	$ 93.35
7	$ 380.99	$ 87.99	$ 392.42	$ 90.63	$ 404.19	$ 93.35	$ 416.32	$ 96.15
8	$ 392.42	$ 90.63	$ 404.19	$ 93.35	$ 416.32	$ 96.15	$ 428.81	$ 99.03
9	$ 404.19	$ 93.35	$ 416.32	$ 96.15	$ 428.81	$ 99.03	$ 441.67	$ 102.00
10	$ 416.32	$ 96.15	$ 428.81	$ 99.03	$ 441.67	$ 102.00	$ 454.92	$ 105.06
11	$ 437.14	$ 100.96	$ 450.25	$ 103.98	$ 463.76	$ 107.10	$ 477.67	$ 110.32
12	$ 459.99	$ 106.03	$ 472.76	$ 109.18	$ 486.94	$ 112.46	$ 501.55	$ 115.83
13	$ 481.94	$ 111.30	$ 496.40	$ 114.64	$ 511.29	$ 118.08	$ 526.63	$ 121.62
14	$ 506.04	$ 116.87	$ 521.22	$ 120.37	$ 536.86	$ 123.99	$ 552.96	$ 127.70

Transport and Housing allowances have been reviewed to US$80.00 and US$50.00 per month, respectively.

1. K. DERA.....
For and on behalf of the Catering Employers' Association of Zimbabwe

2. F. NYAMUNDA .....
For and on behalf of the Zimbabwe Catering & Hotel Workers' Union

3. M. MANYATERA
For and on behalf of the Zimbabwe Catering & Hospitality Workers' Union of Zimbabwe

4. T. T. MAKAVANI.....
General Secretary of National Employment Council For The Catering and Hotels Industry

5. N. MUKWEHWA .....
Chairperson of National Employment Council for the Catering and Hotels Industry

ANNEXURE C

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/Licenced.....		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—

(g) 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 D

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.

Department	*Uniform and protective clothing*
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.

3. It is a condition of employment that uniforms and protective clothing shall remain on the premises of the employer.