

Statutory Instrument 28 of 2023.

[CAP. 28:01

Collective Bargaining Agreement: Food and Allied Industries  
(Milling Industry Sub-sector)

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IT is hereby notified that the Collective Bargaining Agreement set out in the Schedule has been registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL: FOOD AND ALLIED  
INDUSTRIES

COLLECTIVE BARGAINING AGREEMENT: FOOD AND  
ALLIED INDUSTRIES (MILLING INDUSTRY SUB-SECTOR)

Made and entered into in accordance with the provisions of the Labour Act [*Chapter 28:01*] between the Employers' Association of the Milling Industry (hereinafter referred to as "the employers" or the "employers' organization"), of the one part, and the Milling Industry Workers' Union (hereinafter referred to as the "employees" or the "trade union"), of the other part, being parties to the National Employment Council: Food and Allied Industries to lay down certain conditions of service to the Milling Industry of Zimbabwe.

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*Title and operation*

1. (1) This agreement may be cited as the Collective Bargaining Agreement: Food and Allied Industries (Milling Industry Sub-sector) 1998.

(2) Notwithstanding the date of publication, this agreement shall be deemed to have come into operation on 1st July, 2015, as amended and shall remain binding on the persons specified in section 2 until further notice.

*Application*

2. (1) Under the provisions of section 80 of the Act the terms of this agreement are binding upon and shall be observed by—

- (a) The employers and employees in the Milling Industry who are members of the employers' organisation and trade union, respectively, in the area of Zimbabwe;
- (b) All other employers and employees in the industry in the area of Zimbabwe.

(2) No employer or employee may waive any provision of this agreement, whether or not the said provision creates a benefit to or obligation on 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. In the event of any provision of this agreement being inoperative or *ultra vires*, the powers of the parties, or the Act, or regulations made there under, either before or after registration of this agreement under the provision of the Act, shall in no way affect the remainder of the agreement, which shall in that event, constitute the agreement.

(3) Wherever in this agreement or in amendments thereto, terms and conditions of employment and rights and obligations differ from those previously existing, the new terms, conditions rights and obligations shall have effect from the date of registration of this agreement, or of the amendment, as the case may be, unless it is otherwise specifically provided.

*Interpretation*

3. In this agreement—

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- “act” means the Labour Act [*Chapter 28.01*] and any amendments thereto;
- “agreement” means this agreement and any future agreement between the parties to the agreement, which relates to employment in the Milling Industry;
- “artificer” means an employee who is skilled in any craft by experience and after in-service trade testing, and performs the whole function of the craft without supervision, and includes a skilled worker (class II);
- “clerk” means an employee who is able to read and write in the English Language, and whose work consists of recording on paper or in books information which is used for the purpose of the employer’s accounting or statistical records, or whose work consists of sorting, classifying or filing documents for accounting or record purposes.
- “continuous service” means the total period of unbroken service of an employee with an employer;
- “council” means the National Employment Council for Food and Allied Industries – Milling Industry Sub-sector.
- “day off” means Sunday or that day in the week in place of Sunday on which an employee is not normally required to work;
- “day-shift” means any shift which is not a night shift;
- “emergency work” means work which must be performed immediately in order to prevent harm to the plant or the employees, or to near-by persons or properties;
- “grade” means a grade listed on the First Schedule;
- “handyman” means an employee who performs tasks in one or a variety of craft skills without supervision, but is not qualified as an artificer or journeyman in any particular skill, either by experience or training, and includes a skilled worker (class III)
- “heavy motor- vehicle” means a motor vehicle the net mass of which exceeds two thousand three hundred kilograms, designed or adapted for the carriage of goods, including, if the net mass exceeds two thousand three hundred

kilograms, an articulated goods vehicle, an ambulance, a hearse, a fire-engine, a motorized caravan and a breakdown van, but does not include an omnibus;

“public holiday” means any day prescribed as a public holiday in terms of section 16;

“journeyman” means an employee who performs journeyman’s work;

“journeyman’s work” has the meaning assigned to it in the respective parent industry agreements;

“light motor vehicle” means a motor-vehicle designed or adapted for the carriage of passengers or goods, or both including, if the net mass does not exceed two thousand three hundred kilograms, an articulated vehicle, an ambulance, a hearse, a fire engine, a motorized caravan and breakdown van, but does not include a motor-cycle or an auto-cycle;

“medical practitioner” means any person who is legally permitted to practice as a medical practitioner in Zimbabwe;

“miller” means an employee who has served an apprenticeship of not less than four years in the milling industry and has thereby qualified as a miller;

“milling industry” means without in any way limiting the ordinary meaning of the expression, the industry in which employees and employers are associated together for the purpose of:—

- (a) grinding, gristing and crushing cereals;
- (b) the production of any raw cereal product by grinding, gristing and crushing;
- (c) the production of any processed cereal product or product of cereal if produced by an employer and his employees engaged in any of the activities referred to in paragraph (a) or (b) and in the same premises as the said activities are carried on, other than—
  - (i) ready-to- serve breakfast foods; or

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- (ii) rolled oats and oatmeal processed and sold for human consumption and; or
- (iii) cooked or raw macaroni, vermicelli, spaghetti and noodles;
- (d) mixing, preparing or processing foodstuff for livestock if produced by an employer and his employees engaged in any of the activities referred to in paragraph (a) or (b) and in the same premises as the said activities are carried on;
- (e) the wholesale distribution by the manufacturer of the products specified in paragraphs (a) to (d), other than the products referred to in subparagraphs (i) to (iii) of paragraph (c);

“night shift” means a shift the majority of hours of which fall between 8 p.m and 5 a.m.;

“overtime” means any time worked outside the ordinary hours of work required to be exhibited in terms of sections 5 and 6;

“Parent industry agreement” means—

- (a) in respect of the building trades listed in the definition of “designated trade” therein, the agreement published in Statutory Instrument 402 of 1983, as amended or replaced from time to time;
- (b) in respect of the mechanical and electrical engineering trades listed in the definition of “journeyman” therein, the agreement published in Rhodesia Government Notice 1134 of 1971, as amended or replaced from time to time;
- (c) in respect of the motor trades listed in the definition of “journeyman” herein, the agreement published in Statutory Instrument 107 of 1982, as amended or replaced from time to time;
- (d) in respect of printing trades listed in the definition of “designated trade” therein the agreement published in Statutory Instrument 234 of 1981, as amended or replaced from time to time;

Provided that, if any agreement specified in this definition expires and is not replaced by a further definition shall be construed as being a reference to that agreement as last amended prior to its expiry;

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

“shift worker” means an employee engaged on shift work in an establishment in which two or more shifts per day are worked according to a shift roster laid down by the employer;

“task work” means a stated task by an employer for an employee which has to be completed as a condition for earning a wage;

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

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

“working day” means any day other than a day off or a public holiday;

“workshop assistant” means an employee who performs simple tasks to make or repair any items in any material under the supervision of an artificer or a journeyman, or who assists an artificer or a journeyman, in the performance of his or her tasks, and includes a skilled worker (class IV).

#### *Grading and wages*

4. (1) An employer shall place each employee in a grade listed in the First Schedule appropriate to his or her occupation, and shall pay a wage to such employee of at least the amount prescribed therein for the employee’s occupation, and no employee shall accept a wage amounting to less than that amount.

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(2) An employee who, at the date of commencement of this agreement, is in receipt of a higher wage for his or her particular occupation than the wage prescribed in terms of this section shall not, by reason of this agreement, suffer any reduction in his wage.

(3) On promotion to a higher grade, an employee shall be paid not less than—

- (a) the wage which he or she last received prior to his or her promotion; or
- (b) the minimum wage prescribed for such grade; whichever is the greater.

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

(5) An employee who is required to perform work in excess of one day in a higher grade than that in which he or she is normally employed shall be paid the wage applicable to such higher grade for all hours spent working in the higher grade.

(6) An employee, working in a higher vacant position on an acting capacity should not work in that higher vacant position for a period exceeding three months.

(7) Where an operation performed by an employee is not specified in the First Schedule—

- (a) the employer shall provisionally place the employees in a grade; and
- (b) the employer shall notify the Secretary to the National Employment Council who will notify the Milling Industry Sub-sector Job Evaluation Committee.

Provided that if the final classification by the National Employment Council places the employee in a grade—

- (i) higher than the employee's current grade, he or she shall be paid not less than the minimum wage prescribed for such higher grade with effect from the date upon which such classification is determined.



- (ii) lower than the employee's current grade, it shall be lawful to reduce his or her wage to not less than the minimum wage prescribed for such lower grade, with effect from the date upon which such classification is determined.

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

Provided that this subsection shall not apply to time not worked during either any period of short time working as provided in section 7 or any agreement to work short time as an alternative to retrenchment in terms of the relevant provisions of the Labour Act as read with the Retrenchment Regulations (Statutory Instrument 404 of 1990, as amended).

*Hours of work: employees other than shift workers*

5. (1) Subject to the provisions of subsection (1) of section 6, the provisions of this section shall not apply to shift workers.

(2) The ordinary hours of work for employees, shall not exceed forty-eight hours per week.

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

(3) An employer may request, but shall not require an employee to work overtime, and shall, whenever possible, give at least twenty four hours notice to such employee of such request.

Provided that an employee needed to render overtime work shall not decline requests to work overtime without reasonable excuse.

(4) Every employee shall receive at least one day off duty in each week.

(5) An employee shall not be required to work on his or her day off, except in cases of emergency work, but no employee shall be permitted to work on his or her day off in successive weeks.

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(6) No employer shall permit an employee, other than a manual – boiler attendant, to work for a continuous period of more than five hours without a break of at least twenty minutes.

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

(7) The employer shall provide each worker with a free beverage during the prescribed twenty minutes break.

*Hours of work – shift workers*

6. (1) The provisions of subsections (4) to (7) of section 5 shall apply to shift-workers.

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

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

(3) No employer shall permit a shift-worker to work for a continuous period of more than five hours without a break of at least fifteen minutes.

(4) The employer shall provide each shift-worker with a free beverage during prescribed fifteen minutes break, or adequate facilities for preparing a beverage, in which case the break shall be for a period of at least thirty minutes.

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

(6) Nothing contained in this section shall confer any right to payment for overtime on any shift-worker who is required to work two shifts in one day for the purpose of changing shifts.

(7) No shift-worker shall be kept on night shift for a continuous period of more than four weeks without his or her consent.

(8) A shift-worker who is changed from night shift to day shift

shall be placed on day shift for a period at least equal to the period during which he or she was on night shift, unless he or she otherwise agrees.

*Short time working*

7. (1) On agreement between the Employer and Employees, an employee may be placed on short-time working on conditions laid down in this section and on such agreement the Employer shall within one week notify Council. If no agreement can be reached between Employers and Employees, the Employer can make application to Council for authority.

(2) The employer shall give at least one week's notice to each employee concerned of the requirement to work short time.

(3) Notwithstanding the provisions of section 19, the employee may, at any time during the one week's notice referred to in subsection (2), give his or her employer notice of termination of his or her contract of employment as from the time when short time working is to start.

(4) During a period of short-time working, an employee shall be paid for not less than the hours worked by him or her:

Provided that no employee shall be paid less than fifty percent of his or her current weekly wage.

(5) An employer shall give his or her employees at least one working day's notice of resumption of normal hours of work.

*Conversion of rates*

8. (1) For the purpose of converting a monthly wage to—
- (a) the weekly equivalent, the monthly wage shall be divided by four and one third; or
  - (b) the daily equivalent, the monthly wage shall be divided by the number of days ordinarily worked in a month; or
  - (c) the hourly equivalent, the monthly wage shall be divided by ordinary hours in a month.

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(2) For the purpose of converting a weekly wage to—

- (a) the hourly equivalent, the weekly wage shall be divided by the number of hours ordinarily worked in a week; or
- (b) the daily equivalent, the weekly wage shall be divided by the number of days ordinarily worked in a week; or

(3) For the purpose of converting a daily wage to the hourly equivalent, the daily wage shall be divided by the number of hours ordinarily worked in a day.

*Payment for overtime*

9. (1) An employer shall pay for overtime at one and half times the current hourly wage of an employee for each or part of an hour worked on working days in excess of ordinary hours of work.

(2) For each hour or part of an hour worked by an employee on a day off, an employer shall pay for overtime at double the employee's current hourly wage.

(3) In addition to the payment prescribed in subsection (2) of section 16, for each hour or part of an hour in excess of fifteen minutes worked by an employee on a public holiday, an employer shall pay for overtime at not less than twice his or her normal rate of pay for all hours worked on that public holiday.

*Deductions*

10. (1) No deduction or set-off of any description shall be made from any remuneration except—

- (a) where an employee is absent from work on days other than public holidays or days of leave to which he or she is entitled, the proportionate amount of his or her remuneration only for the period of such absence;
- (b) amounts which an employer is compelled by law or legal process to pay on behalf of an employee;
- (c) where an employee has received an advance remuneration due, the amount of such advance, up to an amount not exceeding twenty-five *per centum* of the gross remuneration owed;

- (d) by written stop-order for contributions to insurance policies, pension funds, medical aid societies, building societies, burial societies and registered trade unions;
- (e) by written consent of an employee, for repayment of money lent by the employer on terms that have been mutually agreed to between the parties concerned;
- (f) an amount recovered for payments made in error.

(2) The aggregate amount of permissible deductions that may be made from the remuneration of any employee in any pay interval shall not exceed twenty five *per centum* of the employee's gross remuneration for that interval but this excludes deductions operating in terms of the law such as income tax and promulgated levies.

(3) Upon termination of a contract of employment, the employer may deduct from the total remuneration due to an employee any amount of money still owing to the employer in terms of paragraph (e) of subsection (1).

#### *Payment of wages*

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

Provided that payment for overtime, bonuses and allowances shall be paid to each employee, weekly or monthly, as the case may be, within three working days of due date.

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

(3) All remuneration shall be paid in cash or by cheque, and shall be accompanied by a wage slip showing—

- (a) the name and grade of the employee; and
- (b) the wage – rate; and
- (c) the total number of hours worked; and
- (d) the amount of overtime; and
- (e) bonus and allowances; and

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- (f) deductions for absence without leave or other deductions permitted in terms of section 10; and
- (g) the net amount received by the employee; and
- (h) the period for which payment is made

*Piecework, task-work and work on a ticket system*

12. No employer shall give out, and no employee shall perform, work on—

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

*Incentive production schemes*

13. Notwithstanding the provisions of section 12, an employer may operate an incentive production scheme whereby the remuneration of the employee in excess of the minimum wage and overtime if any, may be determined by the quantity of output or the measurement of work performed.

*Subsistence allowances*

14. (1) An employee who is required to work so far from his or her usual place of work as to necessitate his or her sleeping away from home shall be conveyed to and from such place at the employer's expense, and shall be paid, in addition to his or she wages for the time during which he is away from home.

(2) A subsistence allowance in respect of accommodation and food as fixed from time to time.

(3) All necessary proved incidental expenses.

*Vacation leave*

15. (1) In this section:—

“qualifying service” in relation to vacation leave accrued by an employee, means any period of employment following the completion of the employee's first year of employment with an employer.

(2) Unless more favourable conditions have been provided for in any employment contract or in any enactment, paid vacation leave shall accrue in terms of this section to an employee at the rate of one twelfth of his or her qualifying service in each year of employment, subject to a maximum accrual of ninety days' paid vacation leave.

Provided that, if an employee is granted only a portion of the total vacation leave which may have accrued to him or her, he or she may be granted the remaining portion at a later date, together with any further vacation leave which may have accrued to him at that date, without forfeiting any such accrued leave.

(3) All Saturdays, Sundays and gazetted public holidays falling within a period of vacation leave shall be counted as part of vacation leave.

(4) Where an employee has no vacation leave accrued, he or she may be granted vacation leave without pay.

#### *Special leave*

16. Special leave on full pay not exceeding twelve days in a calendar year shall be granted by an employer to an employee: —

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

#### *Maternity leave*

17. (1) Unless more favourable conditions have otherwise been provided for in any employment contract or in any enactment,

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maternity leave shall be granted in terms of this section for a period of ninety eight days on full pay to a female employee who has served at least one year with the current employer.

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

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

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

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

(6) During the period when a female employee is on maternity leave in accordance with this section, her normal benefits and entitlements including her rights to seniority or advancement and the accumulation of pension rights, shall continue uninterrupted in the manner in which they would have continued had she not gone on such leave, and her period of service shall not be considered as having been interrupted, reduced or broken by the exercise of her right to maternity leave in terms of this section.

(7) A female employee who is the mother of a suckling child shall, during each working day, be granted at her request at least one hour or two half hour periods, as she may choose during normal working hours, for the purpose of nursing her child, and such employee may combine the proportions of time to which she is so entitled with any other normal breaks so as to constitute longer periods that she may find necessary or convenient for the purpose of nursing her child.

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

(9) Notwithstanding subsections (g) and (h), the granting of breaks during normal working time to a female employee for the



purpose of nursing her child shall be made in accordance with all the exigencies of her employment and nothing done to prevent any disruption of normal production processes or any interference with the efficient running of an undertaking or industry shall be held to be in contravention of subsection (8).

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

*Public holidays*

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

(2) Subject to the provisions of subsection (3), every employee shall be granted leave of absence on public holidays and shall be paid his or her current daily wage for every public holiday.

(3) An employer may request an employee to work on a public holiday, in which event he or she shall either—

- (a) with the consent of the employee, grant the employee leave of absence on another day instead of the public holiday and pay him or her not less than his or her daily wage in respect of both the public holiday and that other day; or
- (b) pay the employee in terms of subsection (3) of section 9 in respect of time worked.

*Benefits during sickness*

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

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

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

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

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

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

(6) An employee who falls ill or is injured while on vacation leave may cancel his or her vacation leave and apply for sick leave but shall be required to immediately notify his or her employer of his intention to do so and shall furnish his or her employer with a sick note for the period that he or she wishes to convert to sick leave.

*Contract and notice*

20. (1) An employer shall inform every employee, in writing, upon engagement, of the nature of his or her contract, including—

- (a) the name and address of employer;
- (b) the period of time, if limited, for which the employee is engaged;
- (c) the terms of probation, if any;
- (d) the terms of any employment code;
- (e) particulars of the employee's remuneration, its manner of calculation and the intervals at which it will be paid;

- (f) particulars of the benefits receivable in the event of sickness or pregnancy;
- (g) hours of work;
- (h) particulars of any bonus or incentive production scheme;
- (i) particulars of vacation leave and vacation pay;
- (j) particulars of any other benefits provided under the contract of employment.

(2) Notice of an intention by either party to a contract to terminate that contract shall be at the following levels—

- (a) for an open ended employment contract or a contract exceeding two years, three months notice;
- (b) for a contract of less than two years but more than a year, two months notice;
- (c) for a contract of less than a year but more than six months, one month's notice;
- (d) for a contract of less than six months or a casual or seasonal contract, two weeks notice, assuming the casual or seasonal employment is of sufficient duration for the notice to be able to be given, failing which the employment shall cease at the completion of the agreed period without the necessity of notice;
- (e) for a contract period of three months, twenty-four hours notice.

Provided that it shall not be necessary for an employee to give notice where he or she is unable to do so because of some personal emergency or compelling necessity.

(3) No employer shall give notice of termination of contract to an employee whilst the employee is sick or disabled unless the employee has exhausted his sick leave.

(4) Neither the employer nor the employee shall give notice of termination of contract whilst the employee is on vacation leave.

(5) An employee who has given or received notice to terminate employment shall not be required or permitted to take vacation leave during the currency of such period of notice, except by mutual

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agreement, in writing.

(6) Subject to the provisions of subsection (8) of section 15, an employee who has given or received notice to terminate employment shall, upon termination of his or her employment, be paid such leave pay as may have accrued to him or her on the date of termination.

(7) An employer may discharge his or her obligations by paying an employee his or her full wage and allowances for, and in place of, the period on notice required to be given in terms of this section.

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

*Duration of fixed term contract*

21. (1) The maximum duration of consecutive fixed term contracts for the Milling Sector shall be four (4) years thereafter the employee shall be deemed to have become an employee on a contract without limit of time.

(2) The period between any two consecutive fixed term contracts, which shall render the continuous period broken is two months.

(3) Clauses 1 and 2 shall apply with effect from (date of registration)

*Continuous service*

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

(2) An employee who is discharged and re-engaged by the same employer within one month of such discharge shall be deemed not to have broken his or her continuous service:

Provided that, if the employee has been paid a gratuity in terms of section 22, he shall, on termination of employment, be paid a gratuity in terms of that section less the amount which he or she has already been paid.

(3) A period of absence without permission of the employer, or a period of absence between discharge and re-engagement of less than one month, shall not be taken into consideration in calculating any benefits in terms of section 4, 15, 17 or 22.

(4) If, upon the change of ownership of the establishment, an employee enters the service of the new owner, or continues his or her employment in the establishment, his or her service with the previous owner shall be reckoned as service with the new owner, and shall be deemed not to have been broken by such change of employer;

Provided that if, upon the change of ownership of the establishment, an employee is paid by the previous owner a gratuity in terms of section 22 in respect of his or her service with that owner, the gratuity payable by the new owner on the death, resignation or discharge of such an employee may be reduced by the amount of the gratuity paid by the previous owner.

#### *Record of service*

23. (1) An employee whose services are terminated, for any cause whatsoever, may request a record of service from his or her employer.

(2) The record of service supplied by the employer to the employee should specify the period of service served by the employee and the occupation in which he or she was employed.

(3) This Collective Bargaining Agreement provides for maintenance and access of records of an employee.

#### *Protective clothing*

24. (1) An employer shall supply, free of charge, suitable protective clothing to every employee who, in the course of his or her duties is habitually exposed to inclement weather, or such protective clothing as is reasonably required for the occupation or operation in which the employee is engaged.

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

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

Provided that emblems, insignia and security identity cards to be worn on such clothing shall remain the property of the employer.

*Gratuities on termination of employment*

25. (1) All continuous service of an employee shall count for the purposes of this section.

(2) An employee who has completed one or more years shall be paid a gratuity as set out below:

*Gratuities*

Length of service	Percentage of monthly wage on termination of employment multiplied by the number of continuous years served.
1-5	10
6	16
7	17
8	18
9	19
10	20
11	21
12	22
13	23
14	24
15	25
16	26
17	27
18	28
19	29

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Length of service	Percentage of monthly wage on termination of employment multiplied by the number of continuous years served.
20	30
21	31
22	32
23	33
24	34
25	35
26	36
27	37
28	38
29	39
30	40
31	41
32	42
33	43
34	44
35	45

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

(2) Notwithstanding the provisions of subsections (2) to (3), no gratuity shall be payable to, or to the estate of, an employee under this section if the employer has made provision for him by means of a pension or gratuity scheme, registered as a fund in terms of the Pension and Provident Funds Act [*Chapter 24:09*] which provides benefits which are not less favourable than those prescribed in this section.

*Non-preclusion*

26. The existence of a collective bargaining agreement shall not preclude an employer and his or her employees from agreeing to the introduction of higher rates of pay or other more favorable conditions

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of employment before the expiry of such collective bargaining agreement, so however that the rights and interests of the employees are not thereby diminished or adversely affected:

Provided that the collective bargaining agreement shall be endorsed to reflect such higher rates of pay or other more favourable conditions of employment.

*Tea break*

27. If tea is not provided within a reasonable walk to the canteen, the tea break shall be 20 mins.

*Exemptions*

28. The Council may at its discretion and upon such terms and conditions as it may determine, grant an exemption in writing from any of the provisions of this agreement to an employer or an employee. Any application for an exemption shall be in writing addressed to Council giving adequate reasons for the exemption sought. Council may at any time for adequate reason withdraw any exemption given by Council.

*Registration of Council levies*

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

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

(3) The levy shall be paid by both employer and employee at the rate as decided by the Council from time to time:

Provided that—



- (a) no levy shall be payable where owing to short time working or any other cause an employee's pay is reduced to below seventy five per centum of his wage or salary;
- (b) no deduction shall be made in respect of an employee who is off work sick for a period in excess of 30 days and not in receipt of a sick leave pay or a substitute payment;
- (c) deductions shall be made in advance from the leave pay paid to an employee prior to commencing his leave.

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

(5) The provisions of this section shall apply to casual and contract employees.

*Copy of regulations and notice*

30. (1) Every employer shall exhibit a copy of this Agreement and all amendments thereto, together with any details of incentive schemes in operation, in a place easily accessible to every employee.

(2) Every employer shall exhibit a notice, in the form set out in the Second Schedule, showing the number of ordinary working hours per week and the normal daily times of starting and times of finishing work in his or her establishment for each grade or group of employees, and the public holidays in section 16.

(3) No person shall alter, deface or remove, or cause to be altered, defaced or removed, the copy of the agreement and any amendments thereto, save on the instructions of the employer when carrying out his or her responsibilities under subsections (1) and (2).

*Repeals*

31. The regulations specified in the Third Schedule are repealed.

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*Declaration*

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

Signed at Harare on behalf of the employees and employers on this 14th August, 2015.

P. CHIPONDA,  
Milling Industry Workers Union

M. M. SHUMBA,  
Employers Association, Milling Industry

Y. ELIAS,  
Milling Industry Workers Union

E. RUBENI,  
Employers Association, Milling Industry

E. RUSERE,  
Milling Industry Workers Union

A. CHIWARE,  
Employers Association, Milling Industry

M. MPANGO,  
General Secretary  
N.E.C Food and Allied Industries

T. ZIMONDI,  
N.E.C Chairperson

FIRST SCHEDULE

The following titles and grades were adopted for the Milling Industry.

A1 CLEANER

1. Sweeps company premises, inside and outside.
2. Cleans windows, roofs, walls, furniture, toilets, and any other equipment.
3. Sifts sweepings, discards rubbish.
4. Makes tea.
5. Digs, plants cultivate, weeds, waters gardens, trims hedges, cuts grass with hand or motor – mower, etc.
6. Performs other unskilled work.

A2 DELIVERY ASSISTANT

1. Carries out the duties of a bag carrier when delivering product.
2. Travels with a delivery vehicle to customers' premises, rotates, arranges and displays Company products in customer's premises.
3. Assists sales delivery representative with duties other than driving.

A2 BAG CARRIER – SINGLE TASK

1. Loads and offloads bags from point A to point B.
2. Ensures cleanliness of working area

A2 MESSENGER

1. Delivers and collects messages, letters, parcels, internally or externally.
2. Runs errands, internally or externally.
3. Operates duplicating machines.
4. Distributes mail.
5. Assists with simple office duties, e.g. rubber-stamping forms, distributing stationery, petty filing.
6. Performs other general duties of a messenger.

A2 CANTEEN ASSISTANT

1. Cleans and scrubs kitchens, dining rooms, storerooms, cold rooms, cooking and catering utensils.
2. Prepares food for cooking under supervision.
3. Makes tea.
4. Fills cooking utensils and stirs food.
5. Serves food.
6. Performs general canteen duties.

A3 GENERAL HAND

1. Perform any or all functions of unskilled work including functions of sewer, mixer, packer, weigher, machine feeder, bag liner, sampler and all loading and offloading of goods.
2. Ensures the cleanliness and orderliness of the work area.

A3 BAG CARRIER – MULTI TASK

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1. Loads and offloads bags from point A to point B and further performs multi tasks of unskilled work including functions of sewer, mixer, packer, weigher, feeder, sampler and bag liner.
2. Ensures cleanliness of working area.

**B1 SKILLED WORKER – CLASS IV**

Performs workshop tasks as determined by superior.

**B1 TRAINEE MILLER (FIRST YEAR)**

Performs milling duties as directed by superior.

**BI. WORKSHOP ASSISTANT**

1. Cleans parts and workshop equipment.
2. Drains oil.
3. Greases machinery parts.
4. Performs manual tasks.
5. Sweeps and cleans premises.

**B1 MERCHANDISER**

1. Advises shopkeepers on rotation, display, old stock, damage, and sealing.
2. Ensures efficient movement of product from warehouse to the shelf.
3. Cleans shelving/products and displays products.
4. Performs demonstrations as and when required.
5. Liaise with sales rep on customer queries.

**B1 HANDYMAN**

1. Performs tasks of a minor nature as determined by superior in one or a variety of craft skills but is not qualified as an artisan.

**B1 WEIGHBRIDGE ATTENDANT**

1. Captures gross and tare weight.
2. Maintains log of vehicles or rails trucks.
3. Maintains clerical records in relation to weighbridge and to vehicles and rail trucks arriving or departing.
4. Checks vehicles or rail truck loads physically against loading sheets,

invoice or consignment note where there are discrepancies.

**B1 FILING CLERK**

1. Files documents as required by the company.
2. Keeps miscellaneous records.

**B2 SECURITY GUARD**

1. Patrols premises to prevent and detect signs of intrusions and ensure security of doors windows and gates.
2. Monitors and authorizes entrance and departure of employees, visitors and other persons to guard against theft and any disturbances, and to maintain security of premises.
3. Writes reports of daily activities and any irregularities.
4. Checks and verifies goods/stocks/equipment leaving or being delivered into the premises based on company systems and procedures.

**B2 STOCK CONTROL CLERK**

1. Maintains records of stock received, dispatched and on hand and reconciles with stock on hand as per company systems and procedures.
2. Checks returned goods.
3. Orders internal requirements.
4. Issues out/transfers stocks.

**B2 ROLLERMAN**

1. Ensures that the rolls are in good working order.
2. Spreads the feed across the roll surface.
3. Reports breakdowns.

**B2 TRACTOR DRIVER**

1. Moves raw materials and products with a tractor and trailer.
2. Shunts railway wagons.
3. Checks roadworthiness and service condition of tractor and trailer daily and reports.
4. Holds tractor driver's license.
5. Co-ordinates and supervises bag carriers.

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**B2 MOTOR CYCLE MESSENGER**

1. Rides a motor cycle to perform the duties of an office messenger.
2. Checks roadworthiness and service condition of motor cycle daily and reports.

**B2 FORK LIFT DRIVER**

1. Moves raw materials and products including any other equipment with a fork lift.
2. Checks roadworthiness and service condition of forklift daily and reports.

**B2 COOK**

1. Cooks meals on instructions without supervision.
2. Performs other general canteen duties.

**B2 RECEIPTS/DESPATCH CHECKER**

1. Checks loading and off-loading of rail wagons or vehicles in terms of loading lists, invoices or consignment notes.
2. Ensures correctness of load.

**B2 PLANNED MAINTENANCE CLERK**

1. Captures job cards
2. Reconciles job card issues to purchase orders.
3. Compiles breakdown analysis reports.
4. Carries out job card and project costing.

**B2 GRAIN DRAWER**

1. Draws grain from silos to the plant.
2. Checks proper flow of grain.
3. Maintains correct records of grain drawn.
4. Controls correct amount of water.
5. Performs any other related duties as assigned by superior.

**B2 MACHINE OPERATOR**

1. Starts, stops and operates machine.
2. Regulates and checks flow of product rate and availability of raw material.

3. Reports malfunctions, breakdowns, chokes.
4. Makes minor repairs and adjustments, fits belts, clears chokes.
5. Adds additives as instructed.
6. Recycles as instructed.
7. Cleans machines and work area.

**B2 RECEPTIONIST/SWITCHBOARD OPERATOR**

1. Receives, announces and directs visitors.
2. Takes and relays messages.
3. Operates switchboard.
4. Receives and signs for incoming mail and parcels.
5. Orders stationery.
6. Reports telephone faults.
7. Types correspondence.
8. Performs any other related duties.

**B2 LIGHT VEHICLE DRIVER**

1. Drives light vehicles with passengers or goods.
2. Checks roadworthiness and service condition of vehicle daily and reports.
3. Performs the functions of a Messenger using a light vehicle.

**B2 STOREMAN**

1. Receives and signs for goods, reports discrepancies.
2. Maintains stock record of goods and tools received, on hand and delivered and reports.
3. Issues and accounts for goods delivered.

**B2 DROSKY OPERATOR**

1. Operates drosky machine.
2. Feeds raw materials into machine.
3. Mixes raw materials according to formulation.
4. Changes screens.
5. Bags-off raw materials from holding bins into bags.

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6. Checks product quality.
7. Carries out minor repairs/adjustments to the machine and reports any malfunctions.

**B2 CUBER/PELLET OPERATOR**

1. Operates cuber/pellet machine.
2. Monitors steam and pressure levels.
3. Checks quality of cubers/pellets.
4. Reports any malfunctions of the machine.
5. Makes minor repairs and adjustments.
6. Cleans working area.

**B3 EXTRUDER OPERATOR**

1. Starts, stops and operates machine.
2. Adjusts steam and cutter to produce require quality of product.
3. Ensures smooth running of the plant.
4. Reports malfunctions/breakdowns.
5. Cleans machines and work area.

**B3 GYRO WHIP OPERATOR**

1. Drills bins using machine.
2. Clears hanging and coated product.
3. Opens and closes slides.
4. Liaises with control room operators.
5. Ensures the smooth running of the machine.

**B3 PRODUCTION CLERK**

1. Calculates and records daily, weekly and monthly production.
2. Calculates raw material usage.
3. Records raw material receipts.
4. Takes internal order.
5. Orders raw materials.



**B3 BOILER OPERATOR**

1. Stokes, fills, blows down, adjusts, removes ashes, adds additives, cleans boilers.
2. Maintains required supply of steam.
3. Reports malfunctions.

**B3 TRAINEE MILLER (SECOND YEAR)**

Performs Milling duties as directed by superior.

**B3 HEAVY VEHICLE DRIVER CLASS II**

1. Collects and delivers goods with a heavy vehicle.
2. Co-ordinates and supervises bag carriers and delivery assistants.
3. Signs for and accounts for goods carried.
4. Checks roadworthiness and service condition of vehicle daily and reports.
5. Performs any other related duties that maybe required.

**B3 SKILLED WORKER – CLASS III**

Performs workshop tasks as determined by superior.

**B4 GRAIN INTAKE ATTENDANT**

1. Receives grain by road or rail, operates switches to store it in a specified silo.
2. Records weight of grain received.
3. Bundles and counts empty bags and reconciles with grain received.
4. Checks vehicle or rail truck loads physically against loading sheet, invoice or consignment note.
5. Compiles reports.

**B4 FLOW ATTENDANT**

1. Checks bin/silo stock levels.
2. Checks and reports malfunctions of silos/bins
3. Channels product to appropriate bins.
4. Monitors product milling.
5. Carries out minor adjustments to elevators and chain conveyors.

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B4 HEAVY VEHICLE DRIVER CLASS I

1. Performs the duties of a heavy vehicle driver Class II including driving of bulk tanker (operates the loading and off-loading machinery), bus, etc.
2. Collects, signs for and account for goods returned to the Company.

C1 ADMINISTRATIVE ASSISTANT

1. Performs general administrative duties as assigned by superior including
  - Cash handling
  - Invoicing
  - Banking
  - Secretarial/receptionist tasks
  - Sales administration.

C1 CASHIER

1. Accepts and accounts for payments from internal and external customers.
2. Reconciles, accounts for, and banks all receipts daily.
3. Prepares deposit slips for such banking.

C1 LABORATORY ASSISTANT

1. Conducts repetitive laboratory experiments as per company system and procedure.
2. Records findings.

C1 TRAINEE MILLER – THIRD YEAR

1. Performs milling duties as directed by supervisor.
2. Coordinates and supervises mill workers as directed by supervisor.
3. Successful completion of 2nd year.

C1 SKILLED WORKER – CLASS II

Performs workshop tasks as determined by superior.

C1 SALES CLERK

1. Receives orders, prepares invoices.
2. Prepares credit notes.
3. Sells products for cash.

4. Reconciles COD sales.
5. Files documents.

C1 LOGISTICS CLERK

1. Reconciles fuel stocks.
2. Liases with outside service providers such as forklift companies etc.
3. Co-ordinates delivery of orders and directs drivers accordingly.
4. Communicates with customers when delivery queries are encountered.

C1 FOREMAN

1. Coordinates and supervises the work of subordinates based on both verbal or written instructions.
2. Keeps and records a tally of work performed or of all material or products received, on hand or removed.
3. Keeps attendance records, and machine operational times.
4. Performs minor repairs and adjustments to machinery.
5. Liases with other workers regarding work programme.

C1 DESPATCH/WAREHOUSE OVERSEER

1. Assumes responsibility for all aspects of warehousing including stock rotation, fumigation, record keeping, quality and supervision of workers.
2. Directs repacking or recycling.
3. Ensures that the warehouse area is clean.

C1 STOCK CONTROL OVERSEER

1. Performs the function of a stock control clerk.
2. Coordinates and supervises stock control clerks.

C1 PLANT OVERSEER

1. Checks and ensures plant readiness before production.
2. Carries out minor plant maintenance.
3. Ensures general plant cleanliness.
4. Checks and ensures adherence to health and safety standards as per policy.

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C2 HUMAN RESOURCES ASSISTANT

1. Processes engagements, promotions and terminations by completing the relevant forms.
2. Maintains employee records by creating personal files and filing relevant papers in appropriate files.
3. Facilitates disciplinary and grievance hearings and appeals by investigating cases, advising on correct procedures and appropriate disciplinary action.
4. Advises on the correct interpretation and implementation of industrial regulations and the company code of conduct in promoting good industrial relations.
5. Monitors general cleanliness of the site by supervising cleaners.
6. Prepares monthly HR Reports.
7. Performs any other duties that may be assigned for the department.
8. Prepares payroll and processes payroll creditors.
9. Performs general HR administrative function.

C2 ACCOUNTS CLERK

**Debtors**

1. Reconciles debtors' accounts.
2. Ensures accuracy of statements.
3. Attends to customer queries and maintains a register thereof.
4. Checks authorisation before raising credit and debit adjustments.
5. Follows up payments due from customers.
6. Compiles data for vetting of credit applications.
7. Maintains credit applications register.
8. Maintains register of cheques received and banked.

**Creditors**

1. Collates invoices received from suppliers with orders, delivery notes and goods received vouchers.
2. Sends invoices received from suppliers to Heads of Department for authorisation.
3. Checks casts and extensions on invoices to ensure accuracy.

4. Ensures by inspection that costs have been allocated to the correct cost centres.
5. Batches and posts creditors' invoices.
6. Reconciles individual creditor accounts.
7. Processes payments to creditors.
8. Follows up with suppliers on missing documentation- invoices, credit notes, statements, and debit notes, etc.

**Cash Book**

1. Captures data concerning receipts and payments.
2. Checks continuity and completeness of data.
3. Performs bank reconciliations.
4. Follows up queries with the bank and maintains a register of such queries.
5. Informs Credit Control Department of any cheques returned by the Bank

**Stocks**

1. Maintains a record of stock received, despatched and reconciles with record of stock on hand.
2. Investigates stock variances and reports.
3. Prepares month end stock reconciliation for the various warehouses and locations.
4. Collates stock returns from branches.

**General**

1. Supervises accounts staff (B-Band).
2. Maintains registers of queries and follows up thereon.
3. Files and maintains all documentation.
4. Reports to Superior.

**C2 SECRETARY**

1. Performs duties as a Secretary to one or more persons.
2. Types documents, schedules and gives general administrative support to Superior and department.
3. Retrieves and files documents in filing cabinets.

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4. Handles routine enquiries on behalf of Superior and department.
5. Receives and directs visitors accordingly.
6. Performs any other duties that may be assigned for the department.

C2 TELE-SALES REPRESENTATIVE

1. Performs telephone sales calls, including research on existing and potential customers.
2. Prepares weekly reports detailing tonnage of products sold.
3. Acts as liaison between the customer and the company.
4. Performs administrative duties, quotes prices and credit terms and prepares sales contracts.
5. Monitors opposition activities and gives detailed price comparison quotes.
6. Handles customers' complaints by taking corrective action and giving advice.

C2 TRAINEE MILLER –4TH YEAR

1. Performs milling duties as directed by Superior.
2. Coordinates and supervises mill workers as directed by Superior.

C2 GRAIN INTAKE SUPERVISOR

1. Supervises offloading and storage of grain in silos, checks quantities, and keeps records.
2. Assumes responsibility for grain stored and grain intake and silo areas.
3. Accounts for grain drawn.
4. Coordinates grain intake and silo workers.

**Please Note**

Where an operation performed by an employee is not specified in this Schedule.

- (a) The employer shall, provisionally place the employees in a grade and;
- (b) The employer shall, within six months, notify the Secretary to the National Employment Council who will notify the Milling Industry Sub-Sector Job Evaluation Committee which committee shall within 6 months evaluate and place the position in a grade.

SECOND SCHEDULE (*Section 25*)

FORM OF NOTICE

Name of establishment .....

In terms of section 25 of the Collective Bargaining Agreement:

Food and Allied Industries (Milling Industry Sub-sector), 1996 –

- (a) The number of ordinary working hours per week for each grade or group of employees is .....
- (b) The normal daily times of starting and finishing work for each grade or group of employees are .....

THIRD SCHEDULE (*Section 26*)

REPEALS

<i>Title</i>	<i>Statutory Instrument</i>
Industries (Milling Industry Sub-sector) as amended by 41 of 1998.	
Industries (Milling Industry Sub-sector) as amended by 279 of 1999.	
Industries (Milling Industry Sub-sector) as amended by 289 of 1999.	
Industries (Milling Industry Sub-sector) as amended by 381 of 1999.	
Industries (Milling Industry Sub-sector) as amended by 214 of 2001.	
Industries (Milling Industry Sub-sector) as amended by 311 of 2001.	
Industries (Milling Industry Sub-sector) as amended by 67 of 2019.	
Industries (Milling Industry Sub-sector) as amended by 165 of 2021.	
Industries (Milling Industry Sub-sector) as amended by 166 of 2021.	
Industries (Milling Industry Sub-sector) as amended by 167 of 2021.	
Industries (Milling Industry Sub-sector) as amended by 168 of 2021.	
Industries (Milling Industry Sub-sector) as amended by 25 of 2023.	

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