**PERMANENT EMPLOYMENT CONTRACT/CONTRACT WITHOUT LIMIT OF TIME**

**(For the Agriculture Industry in Zimbabwe)**

PART A: EMPLOYEE AND EMPLOYER DETAILS

1. Employer (Farm/Estate Name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Address of Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Agricultural Subsector

The employee is employed on fixed term contract in the Agriculture Subsector:

☐ Agro
☐ General Agriculture
☐ Horticulture
☐ Tea and Coffee
☐ Timber

☐ Sugar-cane
☐ Kapenta

1. Employee Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. National I.D Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Gender: ☐ Male  ☐ Female  ☐ Other (Specify): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. Employee Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. Employee Contact Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
7. Emergency Contact Person & Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PART B: EMPLOYMENT TERMS

1. Position/Job Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Department/Section: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. NEC Grade/Category: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Reporting To (Supervisor/Manager): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. Date of Commencement (Joining): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. Working Hours per Day/Week: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
7. Normal Working Days: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
8. Probation Period (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PART C: REMUNERATION AND BENEFITS

1. Basic Monthly Salary (ZWG/USD): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Allowances (apart from prescribed allowances in terms of CBA for the subsector): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Payment Cycle (e.g., Monthly): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Leave Days Accrual Rate (per month): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. Annual Leave Entitlement (days/year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. Sick Leave Entitlement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
7. Pension and Statutory Deductions: ☐ NSSA  ☐ ZIMDEF  ☐ NEC  ☐ Others: \_\_\_\_\_\_\_\_\_\_\_

PART D: OTHER TERMS AND CONDITIONS

1. Accommodation Provided: ☐ Yes  ☐ No  If Yes, specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Uniforms/Protective Clothing Provided: ☐ Yes  ☐ No  Details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Medical Aid (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Tools and Equipment Provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PART E: CODE OF CONDUCT AND DISCIPLINE

The employee agrees to comply with the National Employment Council (NEC) Agriculture Code of Conduct, which governs employee behaviour, disciplinary procedures, and grievance handling.

Any breach of contract or misconduct will be handled in accordance with the said NEC Agriculture Code, which includes:

* Written and verbal warnings
* Hearings and fair disciplinary processes
* Appeal rights
* Termination where applicable, based on procedural fairness

The Employee acknowledges that they have read and understood the provisions of the NEC Agriculture Code and will abide by the established rules and standards of conduct.

PART F: TERMINATION

This contract may be terminated under the following conditions:

* By mutual agreement
* By the employee giving three month's written notice
* For justifiable reasons in accordance with the NEC Agriculture regulations
* Retirement age reached, or permanent incapacitation

**PART G: SIGNATURES**

Employee Declaration:
I, the undersigned, confirm that I have read, understood, and voluntarily entered into this employment contract and agree to abide by the terms herein.

Employee Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employer/Representative Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Name (optional): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTE:

This contract shall be governed by the Labour Act [Chapter 28:01], the relevant Collective Bargaining Agreement for the Agriculture Industry, and other applicable Zimbabwean labour laws.

Declaration by the employee:

I, the undersigned, hereby declare as follows:

1. Voluntary agreement

I confirm that I have entered into the contract of employment freely and voluntarily, without any coercion, intimidation, pressure, misrepresentation, or undue influence from the employer or from any other person acting on behalf of the employer.

1. Understanding of terms

I confirm that I have read and fully understood the terms and conditions of the contract of employment. Where clarification was required, it was provided to me in a manner that I understood.

1. Opportunity to seek and take advice

I acknowledge that I was given the opportunity to seek independent legal advice and/or to consult with my trade union representative or any other advisor of my choice prior to signing the contract.

1. Informed Consent

I understand that by signing the contract of employment, I am entering into a legally binding agreement and I do so with full knowledge of its legal implications.

Signed at:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

**DISCLAIMER AND HOLD HARMLESS CLAUSE**

**Disclaimer:**

Illustrative purposes only. This draft contract of employment is provided solely for illustrative and informational purposes and does not constitute legal, commercial, or professional advice. It is not intended to create, and shall not be construed as creating, any legally binding obligations between the parties. Users of this draft are advised to seek appropriate legal guidance and to adapt the contract to suit their specific operational, legal, and regulatory context.

**No Liability:**

NEC Agriculture expressly disclaims any and all liability whether direct or indirect, arising from the use, reliance on, modification of, or failure to adapt this draft contract for actual use in employment or in any other context.

**Hold Harmless:**

By using this draft contract, the user agrees to hold harmless and indemnify NEC Agriculture, its officers, employees, agents, and affiliates, from and against any claims, liabilities, losses, damages, or expenses (including legal fees)arising from or related to the use or misuse of this illustrative document.