

Premium Leaf Zimbabwe - Response to the UNHRC Letter Dated 22nd May 2018

Premium Leaf Zimbabwe (PLZ) does have corporate governance policies in place (see attached Appendix 1) that strictly mandate that all forms of child labour and exploitive labour practices will not be tolerated. In addition there is substantial farmer training carried both pre-season and during the season by Premium's field technicians.

PLZ's contracts with farmers (see attached Appendix 2) also sets out that these unacceptable labour practices must not be carried out by farmers and they will be subject to sanction if they do after there has been a field technician intervention.

The assertions and allegations contained in the UNHRC letter to Premium Tobacco and PLZ, dated 22nd May 2018 are individually addressed in the below response. Many of the practices set out below do have documentary evidence showing that they are being applied in the field by technicians.

It is noted in the "A Bitter Harvest" publication issued by Human Rights Watch in April 2018, which appears to be basis of the above mentioned letter, that 125 people involved in tobacco production were interviewed, of which only 64 were small scale farmers, but does not state whether they were contracted or not, and if contracted, to whom and what the basis of selection was. PLZ has no control or supervision on non-contracted farmers who sell their crop on the auction floors. The vast bulk of tobacco that PLZ buys is through contracted farmers. This should be taken in the context that there are approximately 144,000 small scale farmers in Zimbabwe and PLZ contacts with approximately 12,500 small scale farmers, representing 8.7%.

In 2014 the Premium Tobacco group signed up to a pledge as a member of the Elimination of Child Labour in Tobacco growing communities (ECLT) the pledge commits Premium to:

- Uphold a robust policy on child labour
- Conduct due diligence and provide remediation consistent with the United Nations Guiding Principles of Business and Human Rights

Assertions and allegations per Page 2 of the letter:

1. It is alleged that workers involved in tobacco production in Zimbabwe face serious health and safety risks.

The chemicals that PLZ uses are all green label coded to ensure that they are the least toxic, but effective, chemical that is supplied to our growers. All contracted farmers are trained in all relevant aspects of health and safety, are given suitable protective clothing and field technicians monitor adherence. This forms part of PLZ's Agricultural Labour practices (ALP) training. Local legislation is adhered to as a minimum.

Details of the colour labelling is attached in Appendix 3. This labelling code was established by the Zimbabwe Ministry of Health's Hazardous Substances Board and falls under the Fertilizers Farm Feeds and Remedies Act, 1996, Chapters 18 to 22.

2. Workers have insufficient information, training and equipment to protect themselves from exposure to pesticides and other toxic chemicals.

As stated above, all PLZ contracted farmers are trained and given suitable protective equipment. (See training materials field staff ALP standards and ALP training materials in attachment Appendix 4). Each chemical that is supplied also comes with specific usage and handling instructions and associated training by field technicians.

3. Reports that workers hired on large scale farms suggest that workers, including some children, are coerced into working hours that are in excess of agreed time and without overtime compensation.

Zimbabwe does have labour laws and a contractual requirement for any farmer that is contracted by PLZ is that these laws are adhered to as a minimum. PLZ contracts with 18 commercial farms. The large scale, or commercial farms, usually have workers committees where working conditions are agreed with the farmer and variances to this are usually subject to mutual agreement. Labour is in shortage and non-compliance would lead farmers not being able to attract their required labour requirements. In addition the General Agricultural and Plantation Workers Union of Zimbabwe is active on most large scale commercial farms and protects workers against the alleged abuses.

PLZ has not experienced this allegation, though in the 2018 season PLZ contracted with approximately 12,500 small scale farmers are we cannot state categorically that it does not occur occasionally

4. Workers are denied their wages and forced to go weeks or months without pay.

As stated above, PLZ has not experienced this though in the 2018 season the company contracted with approximately 12,500 small scale farmers and we cannot state categorically that it does not occur occasionally. Labour is in short supply, and non-payment for work already carried out would lead to workers working elsewhere where payment would be made for work undertaken. As stated above the union is represented on the commercial farms to protect workers against abuses as alleged.

5. Workers who have refused to work overtime without additional pay have allegedly been dismissed or have been threatened with dismissal.

As stated in points 3 and 4 above.

Assertions and allegations per Page 3 of the letter:

1. It is reported that neither government officials nor company representatives have provided workers with adequate information about nicotine poisoning and pesticide exposure.

PLZ cannot comment on government officials providing workers with adequate information on nicotine poisoning and pesticide exposure. Premium's agronomy team and its field technicians conduct field training sessions with all contracted farmers in all relevant aspects of health and safety in both pesticide handling and exposure to nicotine sickness.

Farmers are also given suitable protective clothing and field technicians monitor adherence. (See photographs per attachment Appendix 5) Local legislation is adhered to as a minimum.

2. Insufficient training or comprehensive education to protect themselves

As stated above, PLZ does formally train the farmers in the field and also gives training seminars at the relevant stage of production.

3. Some workers reportedly are not provided with, and often lack the means to procure equipment necessary to protect themselves despite legal provision requiring employers to ensure that workers handling hazardous substances, including pesticides, and informed about the risks of the work, and provided with proper protective equipment.

As stated above, PLZ does supply its contracted farmers with suitable protective clothing along with the season inputs such as seed, fertilizers CPA's etc. There is a paper trail evidence that this does take place.

4. There is insufficient information among nearby communities about pesticides used on the farms.

In the majority of areas where PLZ contracts its farmers, they are geographically in a community with most, if not all, of the community being contracted tobacco farmers.

PLZ is also undertaking a new initiative in the next growing season by putting up posters widely in the growing communities as additional educational tools with regards health and safety in dealing with both hazardous materials and green leaf sickness.

Assertions and allegations per Page 3, Children section of the letter:

1. It is alleged in the tobacco industry in Zimbabwe children are involved in work on farms and other parts of the production process and do so in hazardous conditions, often performing tasks that threaten their health and safety or interfere with their education.

PLZ places a great deal of emphasis on the good Agricultural Labour Practices (ALP) policies mandated by customers as well as by internal governance policies. ALP places focus on child labour as an unacceptable practice and this is monitored by field technicians.

In Zimbabwe there is strictly adhered to legislation about sending children to school and local chiefs and village headmen tend to enforce this.

2. During the labour intensive planting and harvesting seasons, high rates of absenteeism are recorded in schools near tobacco farms as children are engaged in work either as individual or as part of their families.

As stated above, PLZ field technicians do monitor this and where these unacceptable practices are noticed they are recorded and the relevant farmers are advised that this is in breach of the contractual arrangements with PLZ and if they persist the farmer will be dropped by the company.

3. A lack of social protection and minimum living conditions force parents to bring their children to work with them.

This is beyond the control of PLZ, but where cases are noted they are addressed and it is ensured that children do not carry out any work.

4. Pre-set production volumes further force families to employ their children in order to reach these pre-set targets.

Contracted farmers are not given pre- set volume targets. In the contracts (Appendix 2) only the hectareage the farmer has agreed to plant and plants per hectare are mandated. Inputs are supplied according to these specifications.

5. Children are exposed to pesticides while working on tobacco farms in Zimbabwe.

The training given to PLZ's farmers strictly addresses this point as being unacceptable. PLZ cannot categorically state that this does not occur, but makes all efforts to ensure that it does not occur.

6. Children mix, handle and apply pesticides directly.

As per 5, above. Farmers are given limited quantities of CPA's that are just sufficient to carry out the task they are intended for and packed in sachets to limit handing and only the addition of water is required.

7. Children are also exposed to pesticides that have been applied to areas close to where they were working.

This is beyond the control of PLZ, but where cases are noted they are addressed.

8. Children work long hours handling green or dried tobacco leaves and as a result suffer specific symptoms associated with acute nicotine poisoning and pesticide exposure.

PLZ does not have evidence of this being a systemic issue, and if cases are found, the relevant farmer is subject to sanction if the practice is continued.

Appendices:

- Appendix 1 Company policies
- Appendix 2 Farmer contract
- Appendix 3 CPA colour labelling
- Appendix 4 ALP training standards and materials
- Appendix 5 Protective clothing photograph

Appendix 1

Company policies:

- Usage storage and handling of crop protection agents.
- Child labour
- Agricultural labour practices

USAGE, STORAGE AND HANDLING OF CROP PROTECTION AGENTS

Premium Leaf Zimbabwe (PLZ) follows the principles of good agricultural practices, as defined under the Sustainable Tobacco Program (STP) and aims to apply the best standards of practice in all aspects of its operations which relate to the use, storage and handling of crop protection agents (CPA's).

- CPA's refer to the pesticides, insecticides, nematicides, fungicides, herbicides or compounds of a similar nature, which are applied in the field.
- The policy of the company is to comply with the Tobacco Research Board (TRB) who is responsible for the registration and approval of CPA's for use in tobacco cultivation in Zimbabwe.
- Over and above national and international regulations the use of CORESTA Guidance Residue Levels (GRL's) are used and applied as a strict guideline to determine CPA residue levels.
- Through contractual clauses all contracted growers to the company must comply with the use of recommended CPA's in order to fulfil the supplier contract.
- Publications of approved, banned and recommended CPA's are provided to growers by management and through agronomy staff to all suppliers for referrals.
- Where possible or deemed necessary tests of CPA chemical composition are conducted through the arrangements by management and agronomy staff.
- Through training and monitoring by management and agronomy staff, all chemicals will be handled, stored and applied in conformity with the recommendations of the manufacturer, local laws and regulations or those demanded by our customers.

This policy will be review and amended by management on an annual basis.

Signed:.....

Alex Mackay

Managing Director

Premium Leaf Zimbabwe (Pvt) Ltd

CHILD LABOUR POLICY

Premium Leaf Zimbabwe (Pvt) Ltd (PLZ) is committed to recognize and maintain Child Labour employment guidelines as stated in (International Labour Organization) ILO 1973 Convention No. 138 (ratified 2000) and ILO Convention No. 182 (ratified 2000) along with sections 19 and 81 of the Constitution, section 11 of the Labour Act 1985 [Chapter28:01] and Section 3 of the Labour Amendment Act. This policy's commitment and integrity is upheld through:

1. Engagement with stakeholders in the effort to eradicate Child Labour. As well as supporting and endorsing through membership / participation / funding of organizations that works towards the eradication of child labour and the promotion of education.
2. The company will not employ any children as defined by ILO Convention No. 138 on the minimum age for admission to employment of 1973. This is a commitment the company applies throughout the supply chain, from tobacco production, provision of materials, distribution and sale of processed tobaccos, as well as to the recovery and disposal of waste materials.
3. PLZ recognizes that not all work done by children should be classified as child labour that is to be targeted for elimination. Children's or adolescents' participation in work that does not affect their health and personal development or interfere with their schooling is generally regarded as being something positive. This includes activities such as helping their parents around the home, assisting in a family business or earning pocket money outside school hours and during school holidays. These kinds of activities contribute to children's development and to the welfare of their families; they provide them with skills and experience, and help to prepare them to be productive members of society during their adult life.' [International Labour Organization].

Nevertheless, the company aims to apply commitment and principles to contracted leaf growers by education through its field extension service, seeking to ensure that:

- The welfare and health and safety of children are paramount at all times.
- In accordance with 1973 ILO Convention 138, Article 7, paragraph 1 and 2, employment of 'light' work will be recognized as any form of farm practice including tobacco growing activities undertaken by children for the development of craft skills, do not conflict with or impede their proper educational development including school attendance.
- As matter of ensuring its compliance with this Child Labour policy, PLZ will carry out periodical surveys and monitoring reviews. These will be conducted throughout the season on an unannounced basis. In areas of non-conformance, the appropriated actions will be taken after thorough investigation into the case and official warning to the violator(s) with the possibility of terminating contracts if suitable.

This policy will be reviewed and amended by management on an annual basis.

Signed:.....

Alex Mackay

Managing Director

Premium Leaf Zimbabwe (Pvt) Ltd

AGRICULTURAL LABOUR PRACTICES

Premium Leaf Zimbabwe (PLZ) is dedicated to eliminating child labour in the supply chain. PLZ is equally committed to address all labour abuses which encompass but are not limited to safety, rights of workers, and fair treatment.

PLZ recognizes the need to work within the framework of State and National Laws and the relevant labour standards as defined by the International Labour Organization (ILO), and the ILO Conventions 138 & 182.

Farmers contracted in the respective origins will be given support and training about complying with the Agricultural Labour Practices Code. Leaf technicians in these origins will be given the necessary training and provided with tools with which they can observe, record and respond to any serious breaches of the code should they occur. Farm Contracts will include a clause which covers Agricultural Labour Practices Code.

PLZ has a clear methodology to deal with any extreme breaches of the Agricultural Labour Practices code.

PLZ Agricultural Labour Practices principles are based on the following:

- **Child Labour:** Any incidence of child labour is unacceptable, with emphasis on children working with green tobacco or Crop Protection Agents (CPAs).
 - Zimbabwe Legislation provides strict guidelines with regard age of children and their admission to work in that no person under the age of 16 shall be employed in any capacity.
 - Persons under 18 years shall be excluded from any type of hazardous work (*see Annex 1)
 - Light work for children 13-16 years on family farms is acceptable provided there is no interference on school attendance and does not involve tobacco growing.
- **Workers' rights:** All farmers are expected to provide a legal and safe environment for their employees.
 - Farmers must treat their workers in a respectful manner without abusing, exploiting or discriminating against any worker or section of workforce
 - Workers are not to be forced to work and must be free to leave without prejudice
 - Farmers must adhere to local legislation with regard working hours, fair wages and freedom of association.
- **Safety within the working environment:**
 - All farmers are expected to provide and be responsible for conditions which safeguard the health and prevent injury to workers as per ILO Convention 184: "in so far as is compatible with national laws and regulations, the employer shall have a duty to ensure the safety and health of workers in every aspect related to the work".

The following should be considered:

- Safe storage and use of CPAs, including the issuance and use of appropriate Personal Protective Equipment (PPE) and ensuring that vulnerable persons (minors; nursing or pregnant women) do not apply CPAs
- Training and suitable protective equipment must be provided with regard prevention of GTS (Green Tobacco Sickness)
- Workers are protected from possible injury from hand-tools and machinery through appropriate safety procedures and equipment
- Safety procedures during transport of crop and people must be implemented

- Where accommodation is provided, it should meet the basic needs of workers and their dependents, including access to potable water
- Access to suitable first aid shall be available

Annex 1: Hazardous Work:

- Lifting heavy loads
- Handling CPAs
- Handling green, wet tobacco
- Working long hours (exceeding legislated work hours) or at night
- Working at unprotected heights without suitable equipment (barn-loading)
- Operating dangerous (sharp, moving) machinery
- Unauthorized use of motorized farm machinery
- Excessive exposure to extreme heat, cold, humidity (tunnel), noise and dust

This policy will be review and amended by management on an annual basis.

Signed:.....

Alex Mackay

Managing Director

Premium Leaf Zimbabwe (Pvt) Ltd

Appendix 2

Grower Contract for 2017/18 Season

(Tobacco leaf Purchase Agreement and right of first refusal to purchase the tobacco surplus)

Between

Premium Leaf Zimbabwe (Pvt) Ltd. (the “Buyer”)

And

_____ (the “Grower”)

Grower No: _____ **Grower ID:** _____

1. Object

- a) The object of this agreement is specifically established as being: the selling by the grower of bundled tobacco leaves, in accordance with the Zimbabwe Tobacco Industry Marketing Board and Ministry of Agriculture regulations, effective in the set delivery period, that he planted and grew for the 2017/18 crop within the limits of the estimated production resulting from the cultivation herein set, and the purchase by **Premium Leaf Zimbabwe P/L** of the said production within the limits and under the conditions hereby settled.
- b) **Premium Leaf Zimbabwe P/L** undertakes to purchase from the grower, and the grower undertakes to sell to buyer his entire Tobacco leaf production up to the set estimated yield.
- c) **Premium Leaf Zimbabwe P/L** reserves the right of first refusal to purchase any tobacco surplus of the production hereby contracted.

2. Grower obligations

- a) The Grower has agreed to grow _____ () hectare/s of tobacco. (15 000 plants/ha)
- b) The grower agrees to allow permission for Premium Leaf Zimbabwe or any nominated personnel to undertake periodic assessments of their crop
- c) The grower guarantees to utilize the supplied inputs **ONLY** on the tobacco crop, as instructed by Premium Leaf Zimbabwe field staff/agronomists. No inputs of any other nature whatsoever shall be used by the Grower for growing the tobacco crop, except for those supplied by Premium Leaf Zimbabwe, save with the express, written consent of Premium Leaf Zimbabwe.
- d) The grower agrees not to sell or utilize the inputs for other cropping programmes.
- e) The grower agrees to produce sustainable tobacco and to follow “Good Agricultural Practices” whilst adhering to the company procedures, guidelines and technical advice of the Premium Leaf Zimbabwe Field Technicians and shall further comply with applicable national and regulatory requirements of using Crop Protection Agents (C.P. A's)
- f) Grower will adhere to seedbed destruction (31st of December), stalk destruction (15th Of May) and sowing dates (1st Of June) as stated by law.
- g) Grower will construct and maintain all necessary conservation measures on arable land being used for production of all crops.
- h) The grower agrees to produce, plant out and maintain a minimum of 500 trees, either produced from inputs provided or purchased from Premium Leaf Zimbabwe sources.
- i) Grower will use fuel from a sustainable source for curing, either wood or coal.
- j) Grower will comply with national and international child labour laws and not use child labour or prevent his child/ren from attending school.
- k) No persons under the age of 18 shall perform hazardous work.
- l) Grower will comply with all national labour laws and will treat any employees fairly
- m) Grower will adhere to safe farm practices as demonstrated in the Premium Leaf Zimbabwe training seminars
- n) Grower will commit to doing everything in their control to avoid Green Tobacco Sickness (GTS) as instructed in the Premium Leaf Zimbabwe training seminars
- o) Grower will not use any chemical containers for domestic use, and will follow Premium Leaf Zimbabwe system of safe disposal/destruction of all chemical containers.
- p) Grower will ensure his tobacco production and handling areas are free of NTRM and the grower is aware of the NTRM retrieval/recovery scheme.
- q) Grower will make every effort to improve his curing system based on advice given by Premium Leaf Zimbabwe.
- r) Grower will have at least 2 barns.

- s) The grower agrees to deliver and sell all the tobacco from the resulting crop to Premium Leaf Zimbabwe, utilizing the Premium Leaf Zimbabwe Contract Floors and adhering to the booking system to ensure orderly marketing. No tobacco will be sold through the other auction floors
- t) The grower understands that the funds realized from all sales will go against the total debt until such time as the debt is cleared.
- u) The grower will deliver sufficient tobacco to **clear his debt before 31st May** of the current selling year. Failure to comply will result in a debt recovery action by agents of Premium Leaf Zimbabwe P/L.

3. Buyer obligations

- a) Premium Leaf Zimbabwe will assist the growers with agronomic and technical advice through its field technicians and agronomists, as well through field demonstrations and training seminars.
- b) Premium Leaf Zimbabwe has agreed to deliver a pre-determined package of inputs to allow the grower to achieve his objectives. All chemicals and fertilizers are of suitable quality such that they are registered for use on tobacco in Zimbabwe.
- c) The breakdown of inputs supplied per hectare will be made available to the farmer. Inputs or assistance outside this list are at the discretion of Premium Leaf Zimbabwe.
- d) Coal will be supplied to all farmers who cannot source sufficient wood from a sustainable source.
- e) The value of the inputs supplied will be debited to the growers account.
- f) Premium Leaf Zimbabwe will pursue an input scheme for maize, the costs of which will be added to the total debt.
- g) Premium Leaf Zimbabwe will deliver the tobacco programme inputs to predetermined drop-off points. Each grower will sign for the inputs received.
- h) Premium Leaf Zimbabwe will provide the grower with the necessary inputs, to produce 500 tree seedlings per contracted hectare. Should the grower fail to produce his own seedlings in sufficient number and quality by the intended planting date of 1st December, Premium Leaf Zimbabwe will supply the grower with the seedlings to the growers cost.
- i) Premium Leaf Zimbabwe agrees to buy all the tobacco resulting from the above crop according to the price matrix of the day. Premium Leaf Zimbabwe undertakes to pay growers on the day of sale, unless there are unforeseen circumstances.
- j) The payments to farmers will be made through electronic cards.
- k) Premium Leaf Zimbabwe shall register such Stop Orders over its tobacco crop grown during the season covered by this Agreement and in respect of any other seasons selected by Premium Leaf Zimbabwe to cover any and all amounts which are owed by the Grower to Premium Leaf Zimbabwe for any reason whatsoever.
- l) Premium Leaf Zimbabwe reserves the right to renew contracts and is not bound to renew all contracts on an annual basis. Each contract is for one growing season.
- m) Premium Leaf Zimbabwe reserves the right to enter a grower's premises to recover any/all outstanding tobacco if it believes that the grower is/has attempted to divert the crop to his/her own benefit, thereby avoiding the repayment of the debt incurred in accepting the inputs provided and signed for.

In the event of any default of any nature whatsoever by the Grower in performing his obligations in terms of this Agreement, then Premium Leaf Zimbabwe shall have the right to terminate this Agreement forthwith and recover all amounts due to it by the Grower from the tobacco crop grown by the Grower and/or any other assets of the Grower including any and all costs including legal costs which Premium Leaf Zimbabwe incurs as a result of the Growers default. It is recorded that Premium Leaf Zimbabwe may recover from the proceeds of any tobacco grown by the Grower in the season of this agreement and any season thereafter and from any source which is available to it from the Grower.

GROWER

PREMIUM LEAF ZIMBABWE (Pvt) Ltd.

Name:

Name:

Signature:

Signature:

Date:

Date:

LABELS, TOXICITY AND PROTECTIVE CLOTHING

All labels are carefully scrutinised to protect the manufacturer and the user by excluding unsubstantiated claims of efficacy. The "Warnings" and "Precautions" have been compiled to safeguard the user against damage and poisoning or unnecessary contamination of the treated commodity and the environment.

Coloured Triangles - A Warning System

An approved label for a registered product bears a variety of details including the company brand or symbol, the brand name of the product, the registration number, and an equilateral coloured triangle printed (green, amber, red or purple) in the main panel of the label.

The colour of the triangle provides a visual indication of the toxic category of the pesticide formulation i.e. **green triangle** products are the least toxic (to be treated with caution), **amber triangle** products (poison) are more toxic than green, whereas **red** are dangerous poisons and the **purple** category is the most toxic of all. There are also Protective Clothing Regulations (Statutory Instrument 129 of 2007) which stipulate the safety precautions to be taken when handling these products. In essence, there are recommended precautions for each toxic colour category or triangle.

The acute toxicity levels and precautions for each coloured triangle are listed below.

	Green triangle	Amber triangle	Red triangle	Purple triangle
Oral Toxicity (mg/kg body weight) (LD50)	> 2000	501-2000	101-500	0-100
Dermal Toxicity (mg/kg body weight) (LD50)	> 4000	2000-4000	400-2000	< 400
Recommended Protective Clothing	Rubber gloves, long sleeved overalls	Rubber gloves, long sleeved overalls	Rubber gloves, boots, mask, strong cloth jacket or overalls (ULV-use respirator)	Rubber gloves, boots, waterproof jacket and trousers, hat, face mask or respirator

Appendix 4

- PLZ's Field Staff ALP Standards
- ALP Training Materials

AGRICULTURAL LABOUR PRACTICES

2017/2018



ALP Pillars

1. Ending Child Labour

2. Respecting Rights of Workers

3. Ensuring Workplace Health & Safety

CHILD LABOUR	RIGHTS OF WORKERS	WORKPLACE HEALTH & SAFETY
Minimum age	Respectful treatment	Prevention of Green Tobacco Sickness (GTS)
Hazardous activities	Forced or compulsory labour	Management of Crop Protection Agents (CPA)
	Compensation and benefits	Machinery and hand tools
	Working hours	Accommodation
	Freedom of association	First aid
		Transport

Child Labour

Child labour is not acceptable

- **Minimum Age:** In Zimbabwe, the minimum age for employment is 16 Years Old
- **Light Work:** Children between the ages of 13 and 16 years old may do light work, as long as it does not threaten their health, safety, or hinder their education or vocational orientation and training
- **Hazardous Work:** "Work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children." Children under 18 should not perform hazardous work

LIST OF HAZARDOUS WORK

Lifting and handling heavy loads	Handling wet green tobacco leaves and harvesting, topping and suckering of tobacco
Handling toxic, caustic or acid chemicals	Operating sharp or powered farm tools
Frequently working long hours	Driving or operating motorized farm machinery
Working at unprotected heights	Prolonged exposure to intense hot weather, humidity and direct sunshine
Working at night	Exposure to excessive noise, vibration or dust

Crop Protection Agent (CPA) Management

The grower shall follow the security, storage, handling, preparation, application and safe-disposal instructions provided by the CPA manufacturer.

- Crop chemical containers should be stored in a lockable room/cupboard out of reach of children and away from any food/drinking water
- Farmers must ensure they use the provided Personal Protective Equipment when handling any chemicals
- Farmers must adhere to the re-entry times indicated on chemical containers. Farmers must only enter their fields after spraying or applying chemicals once it is safe to do so

- Farmers must keep accurate Seedbed CPA and Fertiliser Application records which include the following information:
 - Name of Chemical or Fertiliser applied
 - Date applied
 - Crop stage
 - Application Rate
 - Name of person/s who did the application
 - Never reuse empty pesticide containers. Pesticide residues can contaminate the new contents and cause serious harm
 - Never pour pesticides down the sink, toilet, sewer, or street drain
 - Dispose of crop chemical containers in the correct manner. Containers should be punctured, crushed or broken to avoid them being used again
-

Green Tobacco Sickness (GTS)

Green Tobacco Sickness (GTS) is a type of nicotine poisoning caused when nicotine is absorbed through the skin from wet tobacco leaves. The grower shall ensure that workers understand the risks of GTS and apply reasonable measures and practices to prevent it in accordance with the PLZ recommendations provided to growers.

Protect yourself by:

- Avoid handling wet, green tobacco
 - Wear the correct clothing and PPE where possible
 - Gloves
 - Long sleeved shirts
 - Longs
 - Water resistant clothing
 - Wash your clothes thoroughly after work
 - Drink lots of water during the day
-

Observations and Reporting

Non-Extreme Breach

A non-extreme breach is where a field technician has noticed a deviation from ALP standards during a farm visit. For Example:

- A child working in the field
- A person under the age of 18 doing hazardous work
- A farmer is handling chemicals without wearing the correct PPE
- Workers handling wet, green tobacco and not wearing the appropriate clothing

Non-extreme breaches do not require any escalation. The field technician is required to conduct an incident report and enter into a verbal discussion with the farmer to explain what the issue is and on how to avoid it in the future.

CHART 1: NON-EXTREME BREACH PROCEDURE



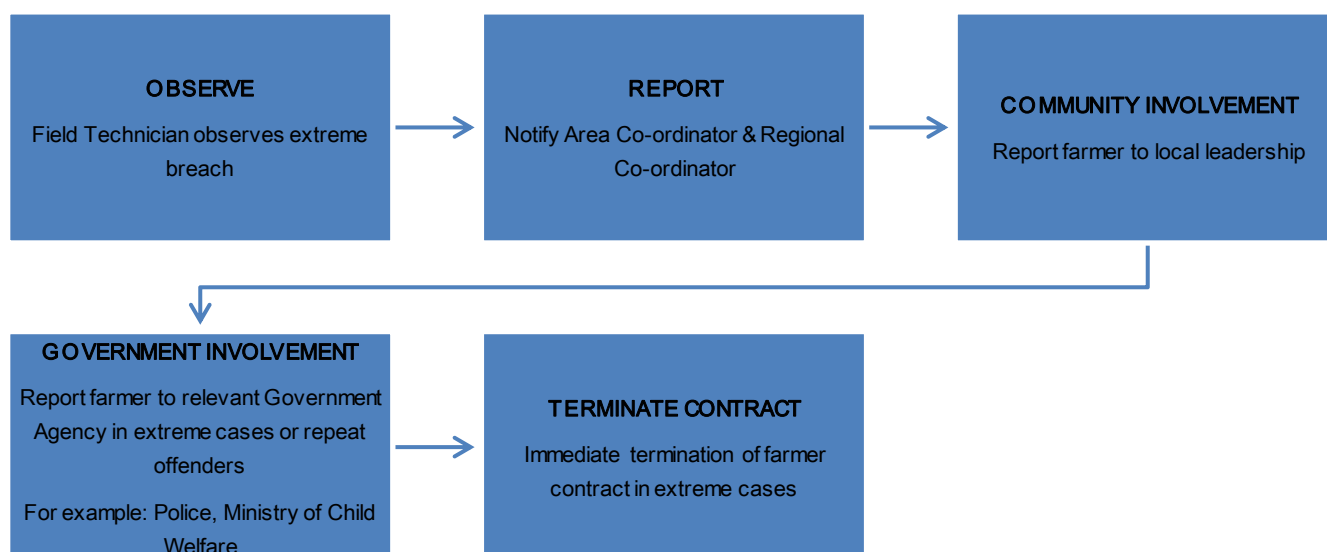
Extreme Breach

An extreme breach is an instance whereby there is an immediate risk to the victim's life and limb. For example:

- Slavery
- Systemic, forced labour
- Human Trafficking
- Abuse
- Violence

It is important that the farmer who is involved with the extreme breach is not involved at any stage in the reporting procedures.

CHART 2: EXTREME BREACH PROCEDURE



ALP TRAINING DETAILS

SEMINAR 1: SEEDBEDS AND FORESTRY

FIGURE 1: SLIDE 3 - CHILD LABOUR




**Premium Contracting is:
A CHILD SAFE SCHEME**

SAFETY STARTS WITH
you!




FIGURE 3: SLIDE 11 – WORKPLACE HEALTH AND SAFETY

FIGURE 2: SLIDE 4 – CHILD LABOUR



CHILD LABOUR


ANY CHILDREN MUST NOT BE PREVENTED FROM ATTENDING SCHOOL

LIGHT WORK
Children between the ages of 13 and 16 years old may do light work, as long as it does not threaten their health, safety, or hinder their education or vocational orientation and training

HAZARDOUS WORK
Children under the age of 18 should not perform hazardous work

- Lifting and handling heavy loads
- Handling chemicals
- Handling wet green tobacco leaves and harvesting
- topping and suckering of tobacco
- Working at unprotected heights
- Working at night

FIGURE 4: SLIDE 21 - WORKPLACE HEALTH AND SAFETY



STORAGE AND HANDLING OF CPA'S

- Crop chemical containers should be stored in a lockable room/cupboard out of reach of children and away from any food/drinking water
- Farmers must ensure they use the provided Personal Protective Equipment when handling any chemicals






FIGURE 5: SLIDE 23 - WORKPLACE HEALTH AND SAFETY



Step 9 – Seedbed CPA and Fertiliser Application records

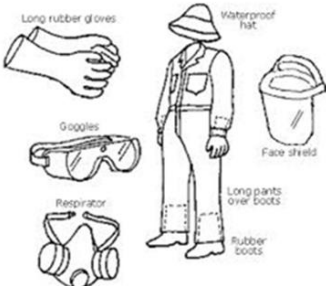
- Name of Chemical or Fertiliser applied
- Date applied
- Crop stage
- Application Rate
- Name of person/s who did the application

FIGURE 6: SLIDE 24 - WORKPLACE HEALTH AND SAFETY



Termite and Aphid Control

- **Imidacloprid (CONFIDOR)** control termites and aphids.
- **At Sowing** - Immediately after MULCHING apply CONFIDOR to the seedbeds.
- **Application rate** - 1 x No. 5 cup per watering can (3 cans/bed)
- **1 week before pulling** (Or by 15th November) – this will protect seedlings at planting time
- **Application rate** - 1 x No. 5 cup CONFIDOR per watering can (3 cans/bed)



Always wear gloves and face masks when handling crop chemicals



Insect Control

- **Decis Forte** is used to control insects and Leaf eaters
- **3 weeks after germination** – apply Decis Forte to the seedbeds.
- **Application rate** - 1 x 5 ml sachet per 40 litres of water. Apply 20 litres per bed (1 mix does 2 beds)
- **Repeat every 2 weeks until planting starts.**
- **Additional sachets have been added to seedbed pack to allow application until planting**
- **Store all chemicals in a safe place, away from food, children, living areas. Lock door at all times – think safety!**





FIGURE 7: SLIDE 26 - WORKPLACE HEALTH AND SAFETY

Chemical Application Knapsack Sprayer

- To ensure good disease control both **Copper Oxychloride** and **Mancozeb** should be **sprayed**, starting **4 weeks after germination** and then again **every 2 weeks**
- Copper Oxychloride application rate** - Mix 6 x 30 cups /4 litres. Apply 2 litres per bed (1 sprayer per 2 seedbeds)
- Mancozeb application rate** – Mix 3 x 30 cups /4 litres of water Apply 2 litres / bed (1 sprayer per 2 seedbeds)
- Do not clean nozzles with wire – a fine spray is the best for maximum cover of leaf area.*




Handle all crop chemicals with care and adhere to any re-entry times indicated in the packs


FIGURE 8: SLIDE 29 - WORKPLACE HEALTH AND SAFETY

DISPOSAL OF CPA CONTAINERS


- Follow all disposal instructions on the pesticide label.
- Never reuse empty pesticide containers. Pesticide residues can contaminate the new contents and cause serious harm.
- Never pour pesticides down the sink, toilet, sewer, or street drain.



Products with these labels are typically hazardous waste when disposed.



Dispose of crop chemical containers in the correct manner. Containers should be punctured, crushed or broken to avoid them being used again.



SEMINAR 2: EARLY SEASON

FIGURE 9: SLIDE 3 - CHILD LABOUR

Premium Contracting is: A CHILD SAFE SCHEME

SAFETY STARTS WITH YOU!






Safe Child Scheme

FIGURE 11: SLIDE 23 - GREEN TOBACCO SICKNESS

GREEN TOBACCO SICKNESS

HOW TO REDUCE EXPOSURE

- Avoid handling wet tobacco
- Use the correct PPE equipment when reaping
 - Gloves
 - Long sleeved shirts
 - Longs
 - Water resistant clothing
- Drink lots of water to stay hydrated

Green Tobacco Sickness (GTS) is a type of nicotine poisoning caused when nicotine is absorbed through the skin from wet tobacco leaves.

FIGURE 10: SLIDE 4 - CHILD LABOUR

CHILD LABOUR

ZIMBABWE MINIMUM AGE FOR EMPLOYMENT: 16 YEARS OLD

ANY CHILDREN MUST NOT BE PREVENTED FROM ATTENDING SCHOOL

LIGHT WORK
Children between the ages of 13 and 16 years old may do light work, as long as it does not threaten their health, safety, or hinder their education or vocational orientation and training

HAZARDOUS WORK
Children under the age of 18 should not perform hazardous work

- Lifting and handling heavy loads
- Handling chemicals
- Handling wet green tobacco leaves and harvesting
- topping and suckering of tobacco
- Working at unprotected heights
- Working at night


FIGURE 12: SLIDE 35 - WORKPLACE HEALTH AND SAFETY

CPA (Chemical) Usage

- The cigarette manufacturing companies require "Chemical free" tobacco, so have put in place CPA monitoring systems.
- Tobacco samples are taken from crops (both "green" and packed tobacco) and tested for chemical residues
- If a chemical residue is detected above the "minimal residual level" the manufacturer will not purchase the packed product.
- To ensure CPA free crops:
 - Only use chemicals if absolutely necessary – **scout** before using
 - Only use the crop chemicals provided by Premium
 - Follow the recommendations on both the **timing and rate** of application.
 - For any other pests that are seen ask your Leaf Technician for advice on how to control the pests.

DO NOT USE ANY INPUTS NOT SUPPLIED BY PREMIUM

FIGURE 13: SLIDE 40 - WORKPLACE HEALTH AND SAFETY




Aphid Control on Seedbeds

FINAL REMINDER!

- 2nd Application of IMIDACLOPRID (Confidor) is due BEFORE planting
- Apply by the 15th November UNLESS there is indication of planting rains before this time

Application rate:

- 1 x No. 5 cup/can
- 3 x cans/bed



Dangerous chemicals

Use protective gloves and mask when applying the chemicals
 DO NOT take risks!

SEMINAR 3: PEAK SEASON

FIGURE 14: SLIDE 6 - CHILD LABOUR



Premium Contracting is:

A CHILD SAFE SCHEME

SAFETY

STARTS WITH

you!




Safe Child




Scheme





FIGURE 16: SLIDE 36 - GREEN TOBACCO SICKNESS



Green Tobacco Sickness



No reaping by children!
Allow them to GO TO SCHOOL

Protect yourself by:

1. Wearing the correct clothes
2. Trying to work when the crop is not wet
3. Wash your clothes thoroughly after work
4. Drink lots of water during the day




FIGURE 15: WORKPLACE HEALTH AND SAFETY



Handling of chemicals

- Dispose of crop chemical containers in the correct manner. Containers should be punctured, crushed or broken to avoid them being used again.
- Crop chemical containers should be stored in a lockable room/cupboard out of reach of children and away from any food/drinking water
- Farmers must ensure they use the provided Personal Protective Equipment when handling any chemicals




THINK



SAFETY FIRST

WEAR PERSONAL


PROTECTIVE

EQUIPMENT

SEMINAR 4: GRADING AND BALING

FIGURE 17: SLIDE 3 - CHILD LABOUR

CHILD LABOUR



DO NOT USE YOUR SCHOOL CHILDREN TO REAP – THEY MUST GO TO SCHOOL!

LIGHT WORK
Children between the ages of 13 and 15 years old may do light work, as long as it does not threaten their health, safety, or hinder their education or vocational orientation and training

HAZARDOUS WORK
Children under the age of 18 should not perform hazardous work

- Lifting and handling heavy loads
- Handling chemicals
- Handling wet green tobacco leaves and harvesting
- topping and suckering of tobacco
- Working at unprotected heights
- Working at night

FIGURE 18: SLIDE 5 - GREEN TOBACCO SICKNESS

GREEN TOBACCO SICKNESS



HOW TO REDUCE EXPOSURE

- Avoid handling wet tobacco
- Use the correct PPE equipment when reaping
 - Gloves
 - Long sleeved shirts
 - Longs
 - Water resistant clothing
- Drink lots of water to stay hydrated



Copyright

Green Tobacco Sickness (GTS) is a type of nicotine poisoning caused when nicotine is absorbed through the skin from wet tobacco leaves.

Appendix 5

Protective clothing issued to contracted farmers

