

# **STATUTORY INSTRUMENT 240 OF 1992**

## **Collective bargaining Agreement: Air Transport Industry: Members of National Airways Workers' Union (General Conditions)**

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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 84 of the Labour Relations Act, 1985.

### **SCHEDULE**

#### **EMPLOYMENT COUNCIL FOR THE AIR TRANSPORT INDSTRY**

#### **COLLECTIVE BARGAINING AGREEMENT : AIR TRASPORT INDSTRY: MEMBERS OF NATIONAL AIRWAYS WORKERS' UNION (GENERAL CONDITIONS)**

Memorandum of agreement made in accordance with the provisions of the Labour Relations Act, 1985, and entered into by and between Air Zimbabwe Corporation (herein referred to as "the employer") of the one part and National Airways Workers' Union (herein referred to collectively as "the employee") of the other part the Union and the Corporation being parties to the Employment Council for Air Transport Industry.

### **INDEX**

#### *Section*

- 1. Scope and application of agreement.**
- 2. Interpretation of terms**
- 3. Period of operation of agreement.**
- 4. Inoperative provisions**
- 5. Exhibition of agreement.**
- 6. Administration of agreement.**
- 7. Terms of employment contract and notice**
- 8. Grading and salary.**
- 9. Stoppages and deductions.**
- 10. Conversion of rates.**
- 11. Hours of work/rest days.**
- 12. Meal provisions.**
- 13. Shift compensation.**
- 14. Overtime.**
- 15. Public holidays.**
- 16. Vacation leave.**
- 17. Sick leave benefits.**
- 18. Annual bonus.**
- 19. Long service awards.**
- 20. Exemptions.**

**ANNEXURE I: Grades and salary scales.**

**ANNEXURE II: Grade and occupation titles.**

**ANNEXURE III: Allowances.**

**ANNEXURE IV: Exemption form.**

#### *Scope and application of agreement*

1. (1) The provisions of this agreement shall be observed by Air Zimbabwe Corporation and those employees of the Corporation who are members of the National Airways Workers' Union.

(2) The extent to which the provisions of this agreement shall be observed by Air Zimbabwe Corporation and those other employees of the Corporation not covered by subsection (1) shall be as determined by the Minister as set out in the statutory instrument under which this agreement is made binding.

### *Interpretation of terms*

2. Any expression used in this agreement which are defined in the Labour Relations Act, 1985, shall have the same meaning as in that Act unless inconsistent with the context of this agreement.

“Act” means the Labour Relations Act, 1985;

“aircraft maintenance engineer’s licence” means a valid licence issued in terms of section 13 of the Air Navigation Regulations entitling the holder to act in the capacity of that licence as specified in these regulations;

“Air Navigation Regulations” means the Aviation (Air Navigation) Regulations, 1988, published in Statutory Instrument 79 of 1988;

“Air Transport Industry” means, without in any way limiting the ordinary meaning of the expression, the industry in which the employer and the employees are associated together for the purpose of one or more of the following activities-

(a) the carriage by air, for hire or reward of passengers, mail or cargo on scheduled or non-scheduled flights;

(b) the provision of one or more of the following services for hire or reward-

(i) air charter services;

(ii) flying training and instruction;

(ii) aircraft hire;

(iv) special aerial services including agricultural and survey services;

(c) the servicing, maintenance, overhaul or repair of aircraft and aircraft engines and any part or component thereof;

And shall include all operations and activities incidental thereto, including the transport by road motor vehicle of such passenger, mail or cargo and the maintenance of such employers’ motor vehicles;

“apprentice” means a person serving under a valid contract of apprenticeship in terms of the Apprenticeship Training and Skilled Manpower Development Act, 1984, and not as such an “employee” in terms of this agreement.

“approval” means a valid approval issued by or on behalf of the Director of Civil Aviation in terms of the Air Navigation Regulations;

“basic salary” means annual salary excluding and allowances, bonus, shift or overtime payments;

“calendar month” or “month” means any of the twelve portions into which the calendar year is divided;

“calendar year” or “year” means the period from the first of January in any year to the thirty-first of December of the same year both dates inclusive;

“continuous service” means the total period of an employee’s current unbroken service with the employer; continuous service shall be deemed to be broken only by the death, resignation, retirement or discharge of the employee concerned;

Provided that an employee who is re-engaged by the same employer within two months or sixty days of such resignation, retirement or discharge shall be deemed not to have broken continuous service.

“council” means the Employment Council for the Air Transport Industry;

“day” means that period of a calendar day falling between the hours of 0500 hours and 1700 hours;

“duty period” means the total elapsed time between the duty starting and finishing times of a rostered shift of an employee;

“emergency work” means work which must be performed to prevent harm to the employer’s assets, the employees, or nearby persons or property, or to cater for a sudden unplanned situation which demands immediate remedial action;

“employee” means a person who has a contract of employment with the employer and is engaged in any occupation covered by the registered interests of the union, and for whom conditions of employment are contained herein;

“employer” means Air Zimbabwe Corporation;

“main base” means the place at which the employer’s head office is established;

“medical practitioner” means a person who is or would be legally permitted to practise as a medical practitioner in Zimbabwe;

“night” means that period of two consecutive calendar days falling between the hours of 1700 hours on the one day and 0500 hours on the following day;

“overtime” means any time worked outside of or in excess of an employee’s normal rostered daily duty period;

“outstation” means any work place other than main base;

“rest day” means such a day or days in a week on which an employee is not required to work and for which he is not paid;

“shift worker” means an employee whose rostered hours of work are such that the provisions of section 13 apply;

“skilled worker class 1” (journeyman) means a person who has successfully completed a recognised apprenticeship in a designated trade;

“skilled worker class II, III and IV” means a person who has been certified by the Registrar of Apprenticeship and Skilled Manpower as skilled worker class II, III or IV in a designated or recognised trade in terms of the Manpower Planning and Development Act, 1984;

“week” means a period of seven consecutive days and starting on a Monday;

“working day” means any day, other than a rest day on which an employee is normally required to work, except where the working day is also a public holiday;

“working hours” means those hours of actual work falling within a duty period or an overtime period excluding all meal breaks but including tea breaks.

### ***Period of operation of agreement***

3. (1) This agreement shall come into operation on the first day of the month following its registration.

(2) This agreement shall remain in force until further notice subject to the provisions of section 79 of the Act.

### ***Inoperative provisions***

4. Should any provision of this agreement be, or become, inoperative or be *ultra vires* the parties or the Minister before or after publication of the agreement in terms of section 85 of the Act, then such deficiency shall not affect the remainder of the agreement, which shall then constitute the agreement.

### ***Exhibition of agreement***

5. The employer shall cause copies of this agreement to be exhibited in a position readily accessible to all employees.

### ***Administration of agreement***

6. (1) The Council shall be responsible for administering this agreement in terms of sections 68 and 69 of the Act.

(2) The expenses of the Council shall be met from a levy on every employee covered by this agreement and an equal total amount levied on the Corporation. Such levies shall be paid to the Council monthly in arrears following implementation of this agreement or any replacement agreement but shall not be due when no agreement is in force.

### ***Terms of employment contract and notice***

7. (1) The employer shall inform an employee, in writing, upon engagement of the nature of his contract including –

- (a) the occupation, title and grade; and
- (b) the salary and any allowances applicable; and
- (c) the period of notice required to terminate the contract of employment; and
- (d) the applicable hours of work; and
- (e) the details of any medical aid and pension plan; and
- (f) the provisions for benefits during sickness; and
- (g) the provisions for vacation leave and public holidays; and
- (h) the details of any bonus scheme.

(2) The employee shall perform such duties as may be recognisable within the terms of his employment occupation and those which the employer may reasonably require or regulate for the proper execution of such duties.

(3) The employees shall, for the performance of said duties, proceed to any place away from his normal base as required by the employer and is entitled to claim subsistence, accommodation and travel expenses whilst on that duty as necessary subject to rates laid down in staff regulations.

(4) If so required by the employer, the employee shall, when on duty, wear such attire as may constitute a uniform or protective clothing shall be issued and reissued on an exchange basis from time to time by the employer free of any charge to the employee and the employee shall at his own

cost, maintain such uniform or protective clothing in a state of cleanliness and repair acceptable to the employer. Such issued uniform or protective clothing shall remain the property of the employer, at all times and shall be returned to the employer in the event of termination of contract or otherwise the cost thereof shall be debited against the employee subject to fair wear and tear depreciation.

(5) An employee, upon initial engagement, shall be required by the employer to serve a probationary period of not less than three months nor by extension more than six months. During this probationary period, notice of termination of contract shall be seven days by either party in writing. At the end of such probationary period which is satisfactory to the employer, the employee shall be given confirmation, in writing of his appointment. In the event of unsatisfactory performance of or during any probationary period, the employer shall terminate the contract.

(6) Following confirmation of appointment, notice of termination of contract shall be one calendar month, except where a greater period of notice is agreed to by the parties. Such notice, however, may be waived by mutual agreement of the parties in which event the termination of contract may be immediate provided that where such early or immediate termination is at the initiative of the employer, the employee shall retain the right to payment in lieu of the prescribed applicable notice period.

(7) Neither the employer nor the employee shall give notice of termination of contract during any period of absence on vacation leave, special leave or unpaid leave, but excluding sick leave, which has been approved by the employer except by mutual agreement in writing.

(8) An employee who has given or received notice of termination of contract shall not be permitted to apply for vacation leave during the currency of such notice period except where such prior permission is authorised by the employer in writing to the employee.

### ***Grading and salary***

8. (1) An employee who, at the date of commencement of this agreement, is in receipt of a higher basic salary for his particular grade and occupation than the maximum basic salary prescribed in terms of Annexure 1 of this agreement shall not, by reason of implementation of this agreement, suffer any reduction in his basic salary. Such an employee's basic salary shall be considered frozen static without further increment until such time as the prescribed maximum basic salary for the grade and occupation exceeds that of the employee.

(2) The employer shall place an employee in the grade appropriate to his occupation in accordance with Annexure II and the employer shall pay and the employees shall accept not less than the minimum basic salary prescribed for that grade in Annexure I.

(3) The employee's incremental date shall be the 1<sup>st</sup> July of each year irrespective of the date of joining or promotion or regarding or transfer. A *pro-rata* increment as applicable shall be applied to effect any date change necessary.

(4) Subject to a satisfactory recommendation by the employer, an employee shall receive an increment as prescribed in Annexure I according to his performance appraisal. Any written record of misconduct or unsatisfactory performance during the period covered may, at the employer's discretion, be deemed to be sufficient cause to cancel an increment until the next succeeding annual assessment. Such a cancelled increment shall not be reinstated.

(5) Notwithstanding that it may be lawful to do so, the employer shall not by reason of any job regarding exercise, reduce the basic salary of an employee but shall be permitted to treat that basic salary as frozen static in terms of subsection (1).

(6) In the event of demotion due to misconduct, the employer shall be permitted to reduce the basic salary of an employee to not less than the prescribed minimum basic salary applicable to the grade in which the employee is finally placed.

(7) The employer shall pay a salary to an employee monthly in arrears not later than the last working day of each month; at a rate of one twelfth of annual basic salary plus a twelfth of any applicable annual allowances.

(8) Shift compensation and or overtime payments due to an employee in respect of any calendar month, after adjustments in respect of over payments and or under-payments in previous months, shall be calculated according to the basic salary appertaining to that calendar month and paid to the employee by the employer not later than the normal salary payment date of the calendar month immediately following.

(9) All remuneration shall be paid by the employer by transfer into an employee's account where specified or by cheque or by cash payment at the preference of the employer and the employee shall receive an advise of pay slip showing –

- (a) the name, occupation, title and grade of the employee;
- (b) the basic monthly pay;
- (c) the period covered by such payment;
- (d) the amounts of any other payments, bonus shift compensation, overtime or allowances paid to the employee;
- (e) the amounts of any authorised deduction;
- (f) the net amount of remuneration.

(10) Any device of alteration in salary or allowances which reaches pay office –

- (a) after the fifteenth day of a calendar month, shall be implemented with effect from the first day of the following month;
- (b) on or before the fifteenth day of a calendar month shall be implemented with effect from the first day of that month.

### ***Stoppages and deductions***

9. No deduction or set-off of any description shall be made or allowed from any remuneration due to an employee except –

- (a) where an employee is absent from work without the prior permission of the employer or where such absence is not subsequently approved by the employer, a *pro-rata* amount of basic salary for the period of such absence;
- (b) where an employee is absent from work on approved unpaid leave; a *pro-rata* amount of basic salary for the period of such absence;
- (c) for standard contributions to the pension fund, medical aid society or insurance schemes;
- (d) by a written stop-order signed by the employee; subscriptions to a trade union or any other concerns approved by the employer;
- (e) for overpayment of remuneration;
- (f) for statutory deductions required to be made in terms of this agreement or deduction required to be made or sanctioned by any law or legal process;
- (g) by written consent of the employee, for repayment of money lent, services or goods rendered by the employer to the employee;
- (h) for shortfalls in any payments due to the Corporation incurred during the course of the employee's work;
- (i) for costs incurred by the Corporation on the employee's behalf;

(j) for any advance payments to an employee not subsequently cleared within a period considered reasonable by the Corporation;

(k) for any costs of damages incurred by the Corporation resulting from misconduct of an employee;

### ***Conversion of rates***

10. For the purpose of converting an annual basic salary to –

(a) the hourly equivalent, the annual basic salary shall be divided by the number of hours scheduled for work in a calendar year (2218 hours).

(b) the daily equivalent, the annual basic salary shall be divided by the number of days scheduled for work in a calendar year (261 days).

(c) the monthly equivalent, the annual basic salary shall be divided by twelve.

### ***Hours of work/rest days***

11. (1) The normal rostered weekly hours of work of an employee excluding any meal breaks shall be an average of forty-two and one half hours per week provided that in no single week shall the actual total hours of work be permitted to exceed a maximum of fifty-two hours.

(2) The normal rostered hours of work for an employee excluding any meal breaks shall not total less than five hours per day nor more than nine and one half hours per day and which shall be completed within the maximum elapsed duty period of ten and one half hours starting to finishing time.

(3) No employee shall be required or permitted to work for a continuous period of more than five hours without a meal break of not less than thirty minutes. Such meal breaks shall be unpaid and not included in the hours of work.

(4) No employee shall be required or permitted to commence work on a normal rostered daily duty period until at least a minimum rest period of nine continuous hours has elapsed since the completion of the preceding normal rostered daily duty period.

(5) In the event of emergency overtime being worked immediately following a normal rostered daily duty period, a minimum rest period of nine continuous hours shall be granted to such an employee before being expected to return to a following normal rostered daily duty period.

Any time lost of that normal rostered daily duty period falling within such minimum rest period shall be granted as paid approved time off to the employee.

(6) The employer shall permit an employee two ten minute breaks during any normal rostered daily duty period – one before the scheduled meal break and one after the scheduled meal break.

Such ten minute breaks shall be paid and included in the hours of work and the breaks times shall be laid down by the employer.

(7) The employer shall permit an employee an average of two rest days free of all duty per week. At least once in each roster cycle this shall be a consecutive Saturday and Sunday. Where a five and one half day week (Monday – Saturday) is worked, rest days per week shall be one and one half days per week.



(8) The shall draw up and publish the normal rostered daily duty periods and working hours of employees as required for each area of the Corporation in accordance with the provisions of this section.

One month's advance notice of any subsequent changes thereto shall be given and published for the advice of employees concerned.

(9) In the case of aircraft crew members, the hours of work and rest day provisions shall be in accordance with the schemes approved by the Director of Civil Aviation in terms of the Air Navigation Regulations.

(10) The provisions of subsections (3) to (8) inclusive of this section shall also apply to an employee scheduled by the Corporation on a normal working week of forty hours of work, Monday to Friday or equivalent.

### ***Meal provisions***

12. Intentionally blank.

### ***Shift compensation***

13. (1) The provisions of this section shall not apply in respect of any hours classified as:-

- (a) overtime; or
- (b) approved time-off; or
- (c) absence from work approved or otherwise; or
- (d) meal breaks; or
- (e) falling within the twenty-four hour period of a public holiday.

(2) Any employee whose normal rostered daily hours of work impinge upon these hours for which shift compensation is paid shall be entitled to claim payment therefor on a time sheet for such compensation in respect of such of the actual hours of work which impinge.

(3) The shift compensation rate for any actual hours of work which falls between the hours of 1700 hours on a day and 0500 hours the following day shall be at a quarter of the basic hourly rate of the employee concerned per hour.

(4) The shift compensation rate for any actual hours of work which fall between the hours of 0500 hours and 1700 hours on a Sunday shall be at one fifth of the basic hourly rate of the employee concerned per hour.

(5) The provisions of this section shall not apply to an employee who receives a fixed annual allowance for shift work compensation.

### ***Overtime***

14. (1) Any employee who is requested or required by the employer to start work before and/or to continue working after his/her normal rostered daily duty period for any day or to work on a rostered rest day off or on a public holiday may do so and shall be deemed to be working overtime and entitled to claim payment therefor on a time sheet in accordance with the provision of this section.

(2) For each hour or part of an hour to the nearest quarter of an hour of overtime actually worked an employee shall be paid for such overtime at the following rates –

(a) from Mondays through to Saturdays and on the first, third, fifth and seventh rest days in a calendar month at a rate of one and one half times the employee's basic hourly rate;

(b) on Sundays, public holidays, and on the second, fourth, sixth and eighth rest days in a calendar month; at a rate of double the employee's basic hourly rate.

(3) Employees on less than a forty-two and one half hour average working week shall be granted equivalent time-off in lieu of payment for any overtime worked on the following basis –

(a) overtime in terms of paragraph (a) of subsection (2) of this section – one and one half hours per hour of overtime;

(b) overtime in terms of paragraph (b) of subsection (2) of this section – two hours per hour of overtime.

(4) An employee requested to work through any meal break shall not be granted overtime payment but shall be afforded another meal break in lieu on that day.

(5) The employer shall give an employee as much notice as possible of a request to work overtime: Provided that an employee needed to render emergency work may not decline such a request to work overtime without a reasonable excuse.

(6) An employee who is called out from his home by the employer to render emergency work outside his normal rostered daily hours shall be paid for such overtime period or for not less than a three hour period of overtime, whichever is the greater.

(7) The employer shall endeavour to reduce overtime to the absolute minimum. The employer shall be responsible for the authorisation of all overtime.

#### ***Public holidays***

15. (1) The employer shall grant an employee leave of absence, and no deduction from the employee's basic salary shall be made in respect of such absence, on each of the public holidays as gazetted.

(2) Where a public holiday falls on a Sunday and is redeclared on another day, such other day shall be considered as the public holiday and not the Sunday.

(3) Notwithstanding the provisions of subsection (1), the employer may require an employee to forego his leave of absence and to work overtime on a public holiday and the employee shall do so provided that no deduction from the employee's basic salary shall be made in respect of such a public holiday and that the employer shall compensate the employee for the actual overtime work done on the public holiday in accordance with the provisions of section 14.

(4) Where an employee is required to work for a period of five continuous hours or more on a public holiday, a meal break of at least thirty minutes shall be granted which break shall be unpaid and not included in the hours of work.

(5) For the purpose of this section, public holidays shall be deemed to start at 0001 hours on the declared or redeclared public holiday date and end at the following midnight.

(6) Where the rest day of an employee falls upon a public holiday, the employer shall at the employer's discretion –

(a) grant the employee paid leave of absence on another normal working day, which grant shall be taken within thirty days; or

(b) pay the employee public holiday allowance equivalent to one working day's basic pay. The provisions of this subsection shall not apply where vacation leave, sick leave vacation or absence precedes, interrupts or follows a rostered rest day or days.

### ***Vacation leave***

16. (1) With effect from the 1<sup>st</sup> of January, 1991, the employer shall grant every employee vacation leave at the rate of thirty-six consecutive days per calendar year or *pro-rata* at three consecutive days per calendar month or one consecutive day per ten consecutive days.

(2) Whilst on vacation leave an employee shall be paid the basic salary in respect of such leave including any allowances prescribed on an annual basis if any.

(3) Vacation leave shall not accrue to an employee for absence whilst on study leave, unpaid leave or when an employee is suspended without pay and other benefits.

(4) An employee shall not be permitted to apply vacation leave whilst on probation, or during the first six months of service or whilst on suspension without pay and other benefits.

(5) Subject to the provisions of subsection (4), an employee may apply for vacation leave at any time but may only then proceed on leave following receipt of the employer's approval to do so. Such approval of the employer may not be reasonably withheld other than where the exigencies of the employee's operations cannot be satisfied. Where a vacation leave application is refused or cancelled by the employer, the reason thereof shall be advised to the employee in writing.

(6) Every employee is required to take minimum period of at least fourteen consecutive days vacation leave in each calendar year failing which forfeiture of vacation leave up to fourteen days shall be effected unless the provisions of subsection (5) are pertinent.

(7) An employee shall be permitted to carry forward accumulated vacation leave of up to a maximum of one year's entitlement from one calendar year to the next. Any vacation leave outstanding in excess of the prescribed maximum shall be forfeited without compensation unless the employee was unable to take leave due to the exigencies of the employer's operations and was advised of this in writing in accordance with subsection (5). In the event such excess shall also be carried forward.

(8) An employee proceeding on approved vacation leave for a period of fourteen consecutive days or more may, on request, be paid his/her current basic salary for the period of such leave before departing on vacation leave.

(9) An employee whose employment is terminated or who resigns or retires shall be paid the cash equivalent of any accumulated vacation leave outstanding on severance.

(10) The employer may at his discretion, grant unpaid leave to an employee on application where such employee has exhausted his/her vacation leave.

(11) An employee on reaching the age of fifty-five years may be permitted to accumulate unlimited vacation leave until retirement subject to satisfying the provisions of section (6) of this section and provided a health record satisfactory to the Corporation is maintained.

### ***Sick leave benefits***

17. (1) An employee shall not be entitled to the benefits of this section if his sickness or injury –  
(a) arise during the employee's probationary period following initial agreement;

(b) was self-induced or wilfully self-inflicted as in cases due to intemperance or aggravated by intemperance or due to other causes within the employee's control or due to participation in dangerous sporting activities or any general fracas;

(c) resulted from the employee's failure to observe the advice of medical practitioner or the employer's instruction based on the advice of a medical practitioner or advisor;

(d) was not duly notified to the employer by the employee on the first day of absence unless with good cause and subsequently supported by a medical certificate issued by a medical practitioner showing the nature of the sickness or injury and the period of time the employee was unfit for duty except that a medical certificate need not be submitted for an absence of three consecutive days unless specifically asked for by the employer.

(e) is certified by a medical practitioner as being a case of general malaise or nervous strain where leave is recommended to relieve the situation;

(f) is not supported by a medical certificate, in terms of item (d), presented to the employer by the employee immediately or prior to the employee's return to duty certifying that the employee is in fact to return;

(g) was the result of an industrial accident covered by the provisions of the Workmen's Compensation Act [Chapter 269], the State Services (Disability Benefits) Act [Chapter 274] or any similar enactment relating to compensation therefor.

(2) Subject to the conditions of subsection (1), an employee shall suffer no reduction in basic salary as a result of any period of absence from work due to sickness or injury which absence is subsequently approved by the employer and which absence does not exceed the employee's sick leave benefits for the calendar year.

(3) An employee's sick leave benefits shall be –

(a) in the first calendar year of service, twenty-six consecutive days or *pro-rata* this amount depending on the actual period of service in that calendar year;

(b) forty-two consecutive days during the second calendar year of service;

(c) ninety consecutive days during the third and subsequent calendar years of service.

(4) The employer may, at any time, require an employee to be examined by a medical practitioner nominated by the employer and the employee shall accept such a requirement.

(5) If an employee, whilst at work, falls sick or becomes otherwise unfit for further duty the employer shall provide, or arrange for, such facilities as may be necessary for the employee to be examined.

(6) Whilst an employee is absent on sick leave, no staff travel privileges or entitlements in terms of this agreement shall apply to the employee:

Provided that with the expressed authority of the employer applied for in writing by the employee, the employee may be entitled to staff travel privileges in order to obtain medical treatment.

(7) Any basic salary deductions resulting from uncertified or unapproved sick absence or sick absence in excess of benefits shall be made in respect of such working day(s) lost only.

(8) The sick leave benefits of subsection (3) cannot be accumulated from one calendar year to the next following calendar year in cases of continuous sick absence.

### ***Annual bonus***

18. (1) The provisions of this section shall not apply to any employee who, as at 30<sup>th</sup> November of the year, is effectively –

(a) a probationary employee who is still serving his probationary period; or

(b) a casual or temporarily contracted employee; or  
(c) an employee under a separate exclusive contract of employment; or  
(d) an employee who is suspended from duty and who is subsequently dismissed from the service of the Corporation; or  
(e) an employee who has tendered his resignation to avoid dismissal; or  
(f) an employee with an unsatisfactory performance appraisal extant.

(2) The employer shall otherwise pay to a confirmed employee, at the end of November each year and based on the annual basic salary as at that November, an annual bonus based on a maximum of twelve months of service from the preceeding 1<sup>st</sup> December, amounting to eight and one third per cent of annual basic salary:

Provided that where less than twelve months has been served by an employee up to 30<sup>th</sup> November, a *pro-rata* amount as applicable shall only be paid.

(3) Additionally, that an employee with more than one year of continuous service, who before 30<sup>th</sup> November of a year –

- (a) retires on pension; or
- (b) is required to retire or who resigns on grounds of ill-health; or
- (c) is discharged due to redundancy or ill-health; or
- (d) dies in service;

Shall be paid, or have paid into his estate, a *pro-rata* bonus based on his months of service since the preceeding 1<sup>st</sup> December and the annual basic salary at severance.

(4) For the purpose of calculating the amount of annual bonus, unpaid leave, unpaid study leave, and unpaid absence shall not be included in the service period. Such absence reduce the bonus paid on a *pro-rata* basis by 1/365 for each day of absence.

#### ***Long service awards***

19. (1) The provisions of this section shall not apply to any employee who would otherwise qualify for an award but who at the anniversary date –

- (a) is suspended from duty and who is subsequently dismissed from the service of the Corporation; or
- (b) has tendered his resignation to avoid dismissal; or
- (c) has a valid final warning for misconduct in effect.

(2) With effect from 1<sup>st</sup> January, 1990, an employee in current service shall be granted a long service award by the employer on his/her 1990 applicable anniversary of and each future applicable anniversary of the last date of joining the Corporation as follows:

- (a) a certificate attesting to the applicable service with the Corporation on the specified anniversary date;
- (b) a cash award as applicable amounting to –
  - \$500.00 at 10 years of continuous service;
  - \$750.00 at 15 years of continuous service;
  - \$1 000.00 at 20 years of continuous service;
  - \$1 250.00 at 25 years of continuous service;
  - \$1 500.00 at 30 years of continuous service;

And so of the like.

#### ***Exemptions***

20. The Council may, in its sole discretion and upon such terms and conditions as it may determine, grant exemption to the employer or the employee, in writing, in the form specified in Schedule 1,

from any of the provisions of the agreement and any such exemption may be cancelled at any time by the Council in its sole discretion.

### **DECLARATION**

The employer and the employees, having arrived at the agreement set forth herein, the undersigned hereby declare that the foregoing is the agreement arrived at and affix their signatures thereto.

Signed at Harare this 20<sup>th</sup> day of August, 1991.

**T. GARABGA,**  
**For the employer.**

**K. C. CHIPATO,**  
**For the employees.**

**J. B. DEAS,**  
**Chairman.**

**K. C. CHIPATO,**  
**Vice Chairman.**

**L. R. K. POSTINGS,**  
**Secretary.**

## GRADES AND SALARY SCALES

(effective 1<sup>st</sup> July, 1990)

## A. ANNEXURE II

| <b>Grades</b> | <b>(Per annum)<br/>Basic<br/>Minimum<br/>\$</b> | <b>Basic<br/>maximum<br/>\$</b> |
|---------------|---|---------------------------------|
| A1            | 4 831.00  | 9 191.00                        |
| A2            | 5 756.00  | 10 944.00                       |
| A3            | 6 857.00  | 13 036.00                       |
| B1            | 8 657.00  | 16 331.00                       |
| B2            | 10 921.00                                       | 19 430.00                       |
| B3            | 13 008.00                                       | 21 834.00                       |
| B4            | 15 493.00                                       | 24 533.00                       |
| B5            | 18 454.00                                       | 27 563.00                       |
| C1            | 21 024.00                                       | 32 118.00                       |
| C2            | 24 341.00                                       | 35 412.00                       |
| C3            | 28 174.00                                       | 39 038.00                       |
| C4            | 32 615.00                                       | 43 037.00                       |
| C5            | 37 755.00                                       | 47 451.00                       |
| D1            | 40 914.00                                       | 53 031.00                       |
| D2            | 45 108.00                                       | 55 693.00                       |
| D3            | 49 728.00                                       | 58 479.00                       |
| D4            | 54 814.00                                       | 63 899.00                       |

## B. Pilots and flight engineers

| <b>Grades</b> | <b>Occupation</b>         | <b>Minimum<br/>\$</b> | <b>Maximum<br/>\$</b> |
|---------------|---------------------------|-----------------------|-----------------------|
| F4            | First Officer B737/BAe146 | 32 057.00             | 45 108.00             |
| F5            | First Officer B707        | 37 111.00             | 49 731.00             |
|               | Flight Engineer           | 37 111.00             | 49 731.00             |
| F6            | First Officer B737        | 40 914.00             | 54 829.00             |
|               | Chief Flight Engineer     | 40 914.00             | 54 829.00             |
| P3            | Captain B737/BAe146       | 49 731.00             | 81 006.00             |
| P4            | Captain B707              | 54 829.00             | 85 056.00             |
| P5            | Captain B767              | 60 449.00             | 89 309.00             |

## C. Annual increments – all grades and occupations

1. The annual increment of a confirmed individual employee shall henceforth be determined from the last recorded performance appraisal.

## GRADES AND OCCUPATIONAL TITLES

| <b>General Manager's Office<br/>General Across Divisions</b>  | <b>Finance</b>  | <b>Engineering</b>  | <b>Marketing</b>  | <b>Traffic/Operations</b>  |
|---|---|---|---|--|
| A3 Teller<br>Head<br>Messenger  |   | Eng. Asst (Avionics)<br>Eng. Asst. (Maintenance)<br>Aircraft Printer Asst.<br>Class III J/Person<br>Eng. Asst. (Mech. O/haul) | Snr. Terminal Asst.   | Cargo Checker<br>Bus Ticket Issuer   |
| A2 General Hand<br>(Sanitation)<br>Waiter<br>Messenger  |   |   | Terminal Asst.  | Porter<br>Laundryman/Labourer<br>(Flight Services)<br>Pump Attendant<br>General asst.  |
| A1 General Hand<br>Kitchen Hand   |   | Carpet Cleaner<br>General Hand (TTS)  |   | General Hand   |
| B5 Sec. In GM's Office<br>Asst. Claims Officer<br>Stenographers (Dept.)<br>Personnel Clerk<br>Staff Rec. Officer<br>Head Chef | Tape Librarian/<br>C/Clerk<br>Operator (EDP)  | Tech. Clerk (W/plan)<br>Progress Officer<br>Snr. Storekeeper  | Telex Supervisor<br>Switchboard Supersor.<br>Staff Travel Officer<br>Distribution Supevsor.<br>Senior Sales Asst. | Senior Traffic Asst.<br>Senior Cargo Asst.<br>Snr. Flight Attendant/Check Instructor<br>Snr. Cabin Serv. Asst.<br>Senior Lounge Attendant    |
| B4 Dept./Pool<br>Typist<br>Asst. Security Officer   | Asst. D/Capture Suprvsor.<br>Asst. Tape Librarian/Control Clerk<br>Snr. Stock Take Clerk<br>Asst. | Storekeeper<br>Stores Clerk (Stat. Unif. Cat. MT)<br>Tech. Clerk (C/Control)<br>Clerk (Goods Inwards)                         | Public Relations Asst.<br>Sales Asst.<br>Asst. Staff Travel Off.  | Cabin Svs Asst.<br>Rostering Clerk/Asst.<br>Lounge Attendant<br>Admin. Sup. (MT Drivers)<br>Flight Attendant<br>Head Driver<br>Traffic Asst. |



|   |  |  |  |  |
|---|--|--|--|--|
|   | Purchasing Off.<br>Asst. C/Clearing<br>Off.  | Class II<br>Journeyman<br>Welder<br>(GHES)<br>Tech. Clerk<br>(Process)<br>Tech. Clerk<br>(M/Plan.)<br>Tech. Clerk<br>(D.O)   |  | Cargo Asst.  |
| B3 Security<br>Assistant<br>G M's Driver  | Data Capture<br>Operator<br>Accounts Clerk<br>Shipping<br>Supervisor   | Clerk Stores<br>Clerk Progress   | Telex Operator<br>Data Analyst<br>Staff Travel<br>Asst.<br>Snr.<br>Distribution<br>Asst.<br>Snr. Display<br>Asst.<br>Editorial Asst. | Mechanics Asst.<br>Jnr. Traffic Asst.<br>Jnr. Cargo Asst.<br>Jnr. Cabin Svs Asst.<br>Flight Tech. Asst.<br>Jnr. Flight Attendant<br>Jnr. Lounge<br>Attendant |
| B2 Registry<br>Supvsor.<br>Telephonist<br>Receptionist<br>Cleaning Svs<br>Supvsor<br>Chef | Coding Clerk<br>Stock Take<br>Clerk<br>Shipping Clerk  | Snr. Stores<br>Asst.<br>Eng. Clerk<br>(C/Control)<br>Production<br>Rec. Clerk<br>Section Leader<br>(Hangar)<br>Clerk Hangar<br>Tech. Records<br>Clerk<br>Section Leader<br>(MOH) | Display Asst.<br>Switchboard<br>Operator<br>Machine<br>Operator  | Warehouse<br>ClerkSection Leader<br>Bus Driver<br>Snr. Driver/Shift<br>Leader  |
| B1 Security<br>Guard  | Clerk Filing<br>Filing Clerk<br>Jnr. Accounts<br>Clerk<br>Shipping Asst.<br>Snr. Filing Clerk<br>(Pax)<br>Filing Clerk<br>(Supp)<br>Filing Clerk<br>(Rec./Pur)<br>Clerk (Misc) | Eng Asst.<br>(Process)<br>Eng. Asst<br>(Mains./Elect)<br>Driver<br>(Maintenance)<br>Stores Asst.   | Distribution<br>Asst.  | Snr. Cargo Checker<br>Driver (Traffic Ramp)<br>Porter (Fit. Svs)<br>MT Asst.   |
| C5 Chief<br>Security<br>Officer   | Systems<br>Analyst   | Production<br>Controller<br>Supervisors<br>Tech.<br>Instructor<br>Snr. Line<br>Engineer  | Planning Supt.<br>Planning<br>Economist<br>Manager<br>(VEA)<br>Public<br>Relations   | Asst. Station<br>Manager (P)<br>Snr. Traffic Off.<br>(BUR/AEA)<br>Asst. Station Mgr.<br>(Cargo)<br>Traffic Inspector   |

|   |  |   |  |  |
|---|--|---|--|--|
|   |  |   | Supt.<br>Chief Res<br>Syst. Off.   | Traffic Services Supt.<br>MT Supervisor  |
| C4 Internal<br>Auditor<br>Training Off.<br>(Comm)<br>Training Off.<br>(T/C) | Asst.<br>Accountant<br>Snr. Purchasing<br>Officer<br>Analyst<br>Programmer                     | Planning<br>Engineer<br>Prod. And<br>Warranty Off.<br>Tech. Officer<br>(T/Svs)<br>Modifications<br>Officer<br>Reliability<br>Engineer<br>Process &<br>Test Eng.<br>Stores<br>Inspector<br>NDT<br>Technician<br>ECM Engineer<br>Outstation<br>Engineer | Cargo<br>Marketing<br>Supt.<br>Snr. Planning<br>Analyst<br>Asst. To SM<br>(R and O)<br>Chief<br>Reservations<br>Off.<br>Display<br>Superintendent<br>Marketing Svs.<br>Supt<br>Snr. Tariffs<br>Officer<br>Sales Officer<br>Tours Officer | Snr. Duty Traffic<br>Officer<br>Snr. Duty Cargo<br>Officer<br>Flight Tech. Officer<br>Flight Safety Off.<br>Cabin Svs Officer                          |
| C3 Nursing<br>Sister<br>Conf. Sec. To<br>GM<br>Secretary to<br>GM           | Snr. Accounting<br>Officer<br>Snr.<br>Programmer   | Journeyman<br>Line Engineer<br>Lab<br>Technician<br>Draughtsman<br>Tech. Officer<br>(QA)<br>Chief<br>Storekeeper  | Commercial<br>Svs. Supt.<br>Snr.<br>Reservations   | Journeyman (MT)<br>Cabin Staff Supt.<br>Snr. Operations Off<br>Duty Traffic Off<br>Duty Cargo Off<br>Interline Supervisor<br>Station Off.<br>(KAD/HWN) |
| C2 Claims<br>Officer<br>Secretary to<br>AGM<br>Caterer<br>(Canteen Mgr)     | Programmer<br>Accounting<br>Officer<br>Snr. Shift<br>Leader (EDP)                              | Snr. Tech.<br>Librarian<br>Routing Officer  | Charters<br>Officer<br>Display Officer<br>Planning<br>Officer<br>Public<br>Relations Off.<br>Sales<br>Representativ<br>e<br>Snr. Staff<br>Travel Off.  | Rostering Officer<br>Dep. Cabin Staff Supt   |
| C1 Snr. Staff<br>Records Off.<br>Nursing Asst.<br>Security Off.             | Shift Leader<br>(EDP)<br>Data Capture<br>Supvsor<br>Asst.<br>Accounting Off.<br>Purchases Off. | Technical<br>Librarian<br>Prod. Records<br>Officer<br>Tech. Records<br>Officer  | Cargo Mkting<br>Off.<br>Reservations<br>Off.<br>Asst. Tours<br>Officer   | Flight Dispatcher<br>Operations Off.<br>Traffic Officer<br>Cargo Officer<br>Chief Instructor (C/S)   |
| D5  |  |   |  |  |
| D4  | Data Processing<br>Mgr   | Avionics Mgr.<br>Maint. Mgr.  | Mkting Mgr.<br>Planning Mgr.   | Manager Ground Ops<br>Manager Flight Ops.  |

|   |   |  |   |   |
|---|---|--|---|---|
|   | Exp Accounting Mgr.<br>Rev. Accounting Mgr.<br>Man.<br>Accounting Mgr.<br>Purchasing Mgr.           | Mech/Overhaul Mgr.<br>Tech. Svs Mgr.<br>Q/Assurance Mgr.<br>Tech. Training Mgr.                              | P.R Mgr.<br>Sales Mgr. (DOM)<br>Sales Mgr. (R&O)  |   |
| D2  |   | Asst. Maintenance Mgr.<br>Asst. Mech/Overhaul Mgr.<br>Chief Tech. Instructor                                 | Asst. Planning Mgr.<br>Asst. Mkt Mgr. (E.O)<br>Asst. Mkt.Mgr.(A&R)<br>Reservations Mgr. | Asst. Mgr. Grounds Ops  |
| D1 Snr. Internal Auditor<br>Personnel Officer (A&P)<br>Personnel Officer (M)<br>Personnel Officer (T)<br>Snr. Ind. Rel. Dev. Off. | Development Analyst<br>Snr. System Analyst<br>Operations Supt.<br>Accountant<br>Project Team Leader | Foreman<br>Snr. Planning Engineer<br>Snr. Tech. Officer<br>Quality Ass.<br>Surveyor<br>Snr. Tech. Instructor | Area Mgr.<br>Tariffs Mgr.<br>Editor<br>Mgr. HRE CAT<br>Mgr. BUQ CAT                     | Station Mgr. (HRE)<br>Station Mgr. (O/B)<br>Foreman (MT)<br>Flight Tech Supt. |

## ENGINEERING ALLOWANCE

1. **Proficiency allowance** ..... \$1 000.00 per annum.

This allowance shall continue to be enjoyed by current holders as at 30<sup>th</sup> June, 1991, but with effect from 1<sup>st</sup> July, 1991, shall only be payable, subject to the endorsement of the Assistant General Manager (Engineering), to aircraft skilled workers class 1 (journeyman) who have at least two years of post apprenticeship experience with the Corporation.

| 2. <b>Approved allowance</b> | <b>Tech II</b>              | <b>Tech I</b>  |
|------------------------------|-----------------------------|----------------|
| 1 approval                   | \$1 000.00 p.a irrespective | \$1 500.00 p.a |
| 2 approvals                  | of number of approvals      | \$2 500.00 p.a |
| 3 approvals                  |                             | \$3 500.00 p.a |
| 4 approvals                  |                             | \$4 500.00 p.a |

These allowances shall be payable with effect from 1<sup>st</sup> July, 1991, to holder users.

### 3. **AME licence allowances**

The following licence allowances are payable with effect from 1<sup>st</sup> July, 1991, to holders of currently valid Zimbabwe DCA licences applicable to aircraft and aircraft components in use in the Corporation fleet.

|   |                  |
|---|------------------|
| 3.1 "A" licence (airframes)                         |                  |
| 1. Light aircraft (TBA)                             | \$150.00 p.a TBA |
| 2. BAE 146  | \$300.00 p.a     |
| 3 B707  | \$250.00 p.a     |
| 4 B737  | \$300.00 p.a     |
| 5 B767  | \$400.00 p.a     |
| 3.2 "C" licence (engines)                           |                  |
| 1 Light aero engines (TBA)                          | \$150.00 p.a     |
| 2 ALF 502   | \$300.00 p.a     |
| 3 JT3D-7  | \$250.00 p.a     |
| 4 JT8D-17A  | \$300.00 p.a     |
| 5 PW4056  | \$400.00 p.a     |
| 3-3 "X" licence (instruments) ( <i>Schedule 1</i> ) |                  |
| Group 1   | N/A              |
| Group 2   | N/A              |
| Group 3   | \$300.00 p.a     |
| Group 4   | \$600.00 p.a     |
| 3.4 "X" licence (electrical) ( <i>Schedule 1</i> )  |                  |
| Group 1   | N/A              |
| Group 2   | N/A              |
| Group 3   | N/A              |
| Group 4   | \$600.00 p.a     |
| 3.5 "X" licence (radio) ( <i>Schedule 1</i> )       |                  |
| Group 1   | \$300.00 p.a     |
| Group 2   | \$300.00 p.a     |
| Group 3   | \$300.00 p.a     |
| Group 4   | \$300.00 p.a     |
| 3.6 "X" licences supplements ( <i>Schedule 2</i> )  |                  |
| Group 1 instruments                                 | N/A              |
| Group 2 instruments                                 | N/A              |
| Group 3 instruments                                 | \$50.00 p.a      |
| Group 4 instruments                                 | \$100.00 p.a     |

|                                     |              |
|-------------------------------------|--------------|
| Group 1 electrical                  | N/A          |
| Group 2 electrical                  | N/A          |
| Group 3 electrical                  | N/A          |
| Group 4 electrical                  | \$100.00 p.a |
| Group 1 radio                       | \$75.00 p.a  |
| Group 2 radio                       | \$75.00 p.a  |
| Group 3 radio                       | \$75.00 p.a  |
| Ground proximity warning<br>Systems | \$100.00 p.a |
| Inertial navigation systems         | \$100.00 p.a |
| Compasses direct reading            | \$100.00 p.a |
| Compass remote                      | \$200.00 p.a |
| Autopilot group 1                   | \$50.00 p.a  |
| Autopilot group 2                   | \$50.00 p.a  |
| Autopilot group 3                   | \$75.00 p.a  |

**Note 1** – Category “X” licence group references are in accordance with the terms of Airworthiness Notice No. 2, Appendix B, Issue 12.

**Note 2** – Schedule 1 “X” licence allowances are due to an aircraft skilled worker class 1 (journeyman) who qualifies in his own designated “X” trade group.

Schedule 2 “X” licence supplemental allowances are additionally due to an aircraft skilled worker class 1 (journeyman) who qualifies in these in these other designated trade groups in addition to his own designated trade group (dual qualified).

**Note 3** – At the discretion of the Assistant General Manager (Engineering), a one-off acquisition premium, equal in amount to the relevant per month licence allowance, may additionally be paid to a licence holder on acquisition of a licence if the holder is to a user of that licence.

A *pro-rata* repayment of any acquisition premium shall be made by any employee who receives such an award and who leaves the Corporation before twelve months from the date of the award has elapsed.

#### 4. **Welding approval allowances**

With effect from 1<sup>st</sup> July, 1991, an allowance of \$50.00 per annum for each configuration marked by an A in the following table shall be paid, if required by the employer, for a valid approval issued by the Zimbabwe DCA. Such welding approvals shall not entitle the holder to Tech. II approval allowances as laid down in this annexure.

| <i>Category and material</i>         | <i>Test<br/>Peice</i> | <i>Oxy<br/>acety</i> | <i>Tig</i> | <i>Plasma</i>  | <i>Resistance</i> |
|--------------------------------------|-----------------------|----------------------|------------|----------------|-------------------|
| 1. Aluminium and aluminium<br>Alloys | S to S<br>S to T      | ----                 | A<br>---   | -----<br>----- | -----<br>-----    |

|                                       |        |       |     |       |       |
|---------------------------------------|--------|-------|-----|-------|-------|
|                                       | T to T | ----  | --- | ----- | ----- |
| 2. Magnesium alloys                   | S to S | ----  | A   | ----- | ----- |
|                                       | S to T | ----  | --- | ----- | ----- |
|                                       | T to T | ----  | --- | ----- | ----- |
| 3A. British carbon steels             | S to S | ----  | +   | ----- | ----- |
|                                       | S to T | ----  | +   | ----- | ----- |
|                                       | T to T | ----  | +   | ----- | ----- |
| 3B. American carbon steels            | S to S | A     | A   | ----- | ----- |
|                                       | S to T | A     | A   | ----- | ----- |
|                                       | T to T | A     | A   | ----- | ----- |
| 4. Stainless and hear resisting Steel | S to S | ----  | A   | A     | A     |
|                                       | S to T | ----  | --- | ----- | ----- |
|                                       | T to T | ----  | --- | ----- | ----- |
| 5. Nickel alloys                      | S to S | ----  | A   | A     | A     |
|                                       | S to T | ----- | --- | ----- | ----- |
|                                       | T to T | ----- | --- | ----- | ----- |
| 6. Copper alloys                      | S to S | N/A   | N/A | N/A   | N/A   |
|                                       | S to T | N/A   | N/A | N/A   | N/A   |
|                                       | T to T | N/A   | N/A | N/A   | N/A   |
| 7. Titanium alloys                    | S to S | ----  | A   | ----- | ----- |
|                                       | S to T | ----- | --- | ----- | ----- |
|                                       | T to T | ----- | --- | ----- | ----- |

Satisfactory tests in category 3BA automatically qualifies the holder for approval in category 3A+ but no additional allowance is payable.

#### **5. Foreign certificate allowances**

No allowance.

#### **6. Appointment allowances (in lieu of shift, compensation and *ad hoc* overtime)**

6.1 Foreman, senior planning engineer, senior technical officer and production controller - \$2 400.00 p.a.

6.2 Senior line engineer, outstation engineer, shift working supervisors - \$2 000.00 p.a.

6.3 Technical instructors, non-shift working supervisors - \$1 200.00 p.a.

6.4 Line engineer - \$600.00 p.a.

#### **7. Miscellaneous**

7.1 Clothing allowance (process shop only) - \$120.00 p.a.

7.2 Acting allowance – 5% of basic salary per day.

Due and payable only after the first thirty days of such acting and thereafter until acting ceases. Not paid for less than thirty days in any acting capacity.

#### **8. Critical areas allowance (15%)**

8.1 Critical areas allowance as defined and provided in the relevant enabling statutes and regulations as at November, 1998, shall be reinstated as applicable at that date in

respect of entitlement and the rate applicable. This reinstatement shall be with effect from 1<sup>st</sup> July, 1991.

8.2 In the event that the contents of the afore-going paragraph are established to have been changed by law or through government policy, then the issue has to be revisited to the extent of that change or in the event that the change resulted in abolition then those entitled will be reimbursed to the extent that they were financially prejudiced from November, 1998, to the date of abolition.

#### **9. General notes**

9.1 Allowances paid to an employee in terms of this annexure in respect of any aircraft/engine type or equivalent which is withdrawn from service shall only be due and payable until the end of the calendar month during which such aircraft/engine/equipment was withdrawn.

Provided that an employee who is required to exercise a licence to certify any aircraft/engine/equipment following withdrawal from service shall be paid the appropriate licence up until the end of the calendar month during which certification was completed.

9.2 Allowances not specified in this collective bargaining agreement are hereby rescinded and cancelled with effect from 1<sup>st</sup> July, 1991.

### **FIRST SCHEDULE**

#### **EMPLOYMENT COUNCIL FOR THE AIR TRANSPORT INDUSTRY**

Certificate of exemption from the provisions of section \_\_\_\_\_  
of the agreement

Number \_\_\_\_\_

In terms of section 20 of the agreement, published in Statutory Instrument \_\_\_\_\_ of 19\_\_\_\_, it is hereby certified that, subject to the conditions set out hereunder, the Employment Council has exempted .....

.....  
(name of employer/employee) from the provisions of section(s) .....  
Of the said agreement.

The conditions subject to which this certificate of exemption is issued are .....

.....  
And this certificate serves to exempt the said .....

(name of employer/employee) from the provisions of section(s) .....  
Of the said agreement so long as the conditions herestated are observed.

In terms of section 20 of the agreement, the Council may, after one week's notice in writing, withdraw this certificate of exemption at any time.

Issued at ..... this ..... day of .....  
19....., for the Employment Council for the Air Transport Industry.

Signed: .....  
(Secretary of the Council or authorised person)

*Supplement to the Zimbabwean Government Gazette dated the 21<sup>st</sup> August, 1992. Printed by the Government Printer, Harare.*