



TANZANIA PLANTATION AND AGRICULTURAL WORKERS UNION (TPAWU)

**TPAWU REVIEWED NEGOTIATIONS STRATEGIES
AND COLLECTIVE BARGAINING AGREEMENT (CBA) MODEL**

ACKNOWLEDGEMENTS

Many thanks to Forum for International Cooperation (FIC) for their technical and financial support that enabled TPAWU to review negotiation strategies and develop a Collective Bargaining Agreement Model.

Contents

LIST OF ABBREVIATIONS	5
EXECUTIVE SUMMARY.....	6
CHEPTEr ONE	7
1.0. GENERAL INFORMATION.....	7
1.1. Negotiation	7
1.2. Collective Bargaining.....	7
1.3. Collective Bargaining in Tanzania.....	8
1.4. The Objectives of the Negotiation Strategies.....	9
CHAPTER TWO	10
2.0. NEGOTIATION INSTRUMENTS IN TANZANIA.....	10
2.1. The Constitution of the United Republic of Tanzania (URT)	10
2.2. The Employment and Labor Relation Act.....	10
2.3. Labor Institution Act (LIA)	11
CHAPTER THREE	12
3.0. AFFIRMATION OF NEGOTIATION & COLLECTIVE BARGAINING IN TPAWU AND CHALLENGES.....	12
3.1. Affirm of Collective Bargaining.....	12
3.2. Challenges for Collective Bargaining.....	13
CHAPTER FOUR.....	13
4.0. NEGOTIATION STRATEGIES	13
4.1. Introduction.....	13
4.2. Model of Negotiation.....	14
4.3. Negotiation Strategies.....	14
4.3.1 The Art of Effective Negotiation	15
4.3.2 Negotiation Process	15
4.4 Negotiation Techniques.....	17
CHAPTER FIVE.....	19
5.0. CHALLENGES OF EFFECTIVE NEGOTIATION.....	19
5.1. Individualism;	19
CHAPTER SIX.....	21
6.0 CHARACTERISTICS OF EFFECTIVE NEGOTIATION	21

CHAPTER SEVEN	23
7.0 CONCLUSION AND RECOMENDATINS	23
TPAWU COLLECTIVE BARGAINING AGREEMENT MODEL	24
Bibliography.....	52

LIST OF ABBREVIATIONS

ATE	-	Association of Tanzania Employers
BATNA	-	Understand your Best Alternative to a Negotiated Agreement
CBA	-	Collective Bargaining Agreement
CAP	-	Chapter
ELRA	-	Employment and Labor Relation Act
FIC	-	Forum for International Cooperation
ILO	-	International Labor Organization
R.E	-	Revised Edition
TPAWU	-	Tanzania Plantation and Agricultural Workers Union
TUCTA	-	Trade Union Congress of Tanzania
TAT	-	Tea Association of Tanzania
TAHA	-	Tanzania Horticultural Association
SAT	-	Sisal Association of Tanzania

EXECUTIVE SUMMARY

Collective bargaining remains an essential instrument for labor market governance. Collective bargaining can determine working conditions and terms of employment, reduce or abolish gender and wage inequalities, regulate relationship between employers or employer's association on one hand and workers or workers association on the other hand. Also collective bargaining can promote enterprise sustainability and provide inclusive labor protection.

Tanzania has ratified several ILO Conventions on freedom of association and collective bargaining. Also, the Right to Organize and Collective Bargaining in Tanzania is secured by the Constitution, labor laws including Employment and Labor Relation Act, [CAP 366 R.E 2019], Public Service (Negotiation Machinery) Act 2003 and The Labor Institution Act.

TPAWU has concluded 178 CBAs equal to 70% of the unionized farms benefiting about 32,100 workers up to year 2021. Despite these great achievements in signing great CBAs, there are still various challenges facing the union at present in term of negotiations. The challenges consists of low level of education on labor issues; lack of awareness on the benefits of collective bargaining; lack of Negotiation and Bargaining skills and knowledge; absence of a clear Negotiation strategy and guiding manual; long bargaining process; Low capacities of all stakeholders to negotiate in good faith and the size of the informal workers in the sector.

TPAWU with a support from the Forum for International Cooperation (FIC) conducted a review of the Union negotiations strategy with the aim of identifying challenges and weakness in the process in order to improve them. The methodologies applied to develop this strategy included documents review, simple group discussion with Union workers and members as well as in-depth interviews.

CHEPTER ONE

1.0. GENERAL INFORMATION

1.1. Negotiation

Negotiation is a technique of discussing issues among parties in order to reach a conclusion benefiting all parties in the discussion. It is one of the most effective ways to manage conflicts and tensions.

In negotiation, each party tries to persuade the other to agree with his or her point of view. By negotiating, all involved parties try to avoid arguing but agree to reach some form of compromise. In the world of work negotiation is done in form of collective bargaining.

1.2. Collective Bargaining

Collective Bargaining “extends to all discussion which takes place between an employer, a group of employers or one or more employers’ organizations, on the one hand, and one or more workers’ organizations, on the other” (ILO, 2015).

Collective bargaining referred as the process in which working people, through their unions, negotiate with their employers to determine their terms of employment, including but not limited to payments, benefits, hours, leave, job health and safety policies, ways to balance work and family, and more (<https://iflacio.org>).

Collective bargaining remains an essential instrument for labor market governance. It can determine working conditions and terms of employment; regulate relations between employers and employees; reduce or abolish gender and wage inequalities and promote enterprise sustainability and provide inclusive labor protection.



1.3. Collective Bargaining in Tanzania

The United Republic of Tanzania has ratified the ILO conventions on Freedom of Association and the Right to Collective bargaining which are:-

- Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87).
- Right to organize and Collective Bargaining Conventions 1949 (No. 98). Collective Bargaining Convention, 1981 (No. 154). Right of Association (Agriculture) Convention, 1921 (No. 11).
- Workers' Representatives Convention, 1971 (No. 135).

Collective Bargaining in Tanzania also is secured by the Constitution, labor laws including Employment and Labor Relation Act, [CAP 366 R.E 2019], Public Service (Negotiation Machinery) Act 2003 and The Labor Institution Act.

Despite these ratifications and provisions in labor laws securing the same, collective bargaining mechanisms have not been fully implemented. Low wages remain the reality for thousands of workers in Agriculture sector and other sectors in Tanzania. This challenge is attributed to, among other things, low bargaining power of workers with their employers, lack of clear negotiation strategies, lack of minimum standard for Collective Bargaining, lack of negotiation skills by the parties and lack of cooperation by the employers who are sometimes unwilling to negotiate in a good faith (ATE, TUCTA & Government Report, 2021).

1.4. The Objectives of the Negotiation Strategies

This negotiation strategy offers techniques to TPAWU officials and members to perform effective negotiation and social dialogue activities basing on the following objective;

- (i) To understand the current state of economy and collective bargaining in TPAWU and identify some key challenges that TPAWU and other social partners face to engage in collective bargaining.
- (ii) To equip the negotiators and social partner with knowledge and skills on Negotiation and Collective Bargaining.
- (iii) It draws recommendations on how collective bargaining could be improved in TPAWU and perhaps to other trade unions in Tanzania.
- (iv) To set the minimum standard for collective bargaining.

It is expected that the information, analysis and the template presented will serve as the basis for discussion among the partners in Tanzania Plantation and Agricultural Workers Union.

CHAPTER TWO

2.0. NEGOTIATION INSTRUMENTS IN TANZANIA

2.1. The Constitution of the United Republic of Tanzania (URT)

Freedom of association as a fundamental right is secured by laws of Land. The constitution of URT guarantees it in Article 20(1) as follows.

“Every person has a freedom, to freely and peaceably assemble, associate and cooperate with other persons, and for that purpose, express views publicly and to form and join with associations or organizations formed for purposes of preserving or furthering his beliefs or interests or any other interests.”

Being a constitutional right and one of the fundamental rights, freedom of association cannot be easily taken away by whomsoever.

2.2. The Employment and Labor Relation Act

This is the principal legislation regulating trade union and employer’s organizations in Tanzania. Under Section 3, the principal objectives of the Act are, among others, is to provide a framework for voluntary collective bargaining; and generally to give effect to the core conventions of the ILO as well as other ratified conventions. Part VI of the Act provides a clear guide on how to conduct a collective bargaining. Section 70 (1) states that, “An employer that has recognized a trade union under this part shall allow the union to engage effectively in collective bargaining. Section 73 (1) of the Act gives the opportunity to the trade union and an employer or employers association conclude a collective agreement establishing a forum for workers participation in a workplace.

Section 9 (1) states that, “every employee shall have the right to form and join a trade union or to participate in the lawful activities of the trade union”. Section 9(3) prohibits an employer to discriminate an employee on the ground that the employee belongs to or has belonged to a trade union.

To this extent, the rights to freedom of association and the right to collective bargaining are guaranteed according to ELRA.

2.3. Labor Institution Act (LIA)

Labor institution Act [CAP. 300 R.E 2019] is the primary mechanisms for formulation and implementation of labor governance through social dialogue policies. They provide the institutional framework and machinery for effective labor governance centered on social dialogue. Key institutional players, for purposes of collective bargaining include tripartite bodies which may plan an advisory role to the government; ministry of labor which is responsible for administration and enforcement of labor laws and nongovernmental organizations such as trade unions and employers associations, which together with the government, in their unity as social partners may seriously engage in social dialogue and promote collective bargaining as a tool for improvement of, among others, working conditions and labor market policies.

Good example is the powers or rights granted to trade unions for exercising collective bargaining are highlighted in Rule 50 of the Code of Good Practice. Rule 50(1) says all employers or employers association shall recognize trade union as a collective bargaining agent of the employees and for that matter, a recognized trade union shall engage with employer or employers association with the following objective; to represent employees in their dealings with their employer; to negotiate and conclude collective agreement; and to prevent and resolve labor disputes.

CHAPTER THREE

3.0. AFFIRMATION OF NEGOTIATION & COLLECTIVE BARGAINING IN TPAWU AND CHALLENGES

3.1. Affirm of Collective Bargaining

Information collected identified a number of collective agreements signed by TPAWU, such as the Sectorial agreement negotiated with Association of Tanzania Employers (ATE) on behalf of the Sisal Association of Tanzania (SAT) for all sisal plantation and its industries associated at SAT; Tea Association of Tanzania (TAT) and with the Tanzania Horticultural Association (TAHA). At the work place level TPAWU also signed the collective agreement with various employers to mention few includes Kilombero Sugar Company, Mtibwa Sugar, Kagera Sugar, New Forest Farm, Dekker Bruins Ltd, Vasso Agroventures, Oasis Young Plants Ltd, Fides, Hortanzia, Green Resources Ltd, Rijk Zwaan Afrisem and Qsem etc.

To date TPAWU have concluded agreements with 70% of the unionized farms in the country. According to Section 71 (7) of ELRA the parties to a collective agreement required to lodge a copy of the agreement with the Labor commissioner. By lodging a copy the collective agreement attains the status of a decree, and its provisions may automatically be enforced as a decree issued by the Labor Court.

The act of not lodging the CBAs to the Labor Commissioner's office casts doubt to the implementation of those agreements. As stated near the beginning, the failure to lodge a copy, the Collective Agreement lack the status of a decree, therefore its provisions may not automatically be enforced as a decree issued by the Labor Court.

Most of the life time of CBAs in the union is 2 or 3 years with a clause which gives a room for the CBAs to continue being active even after a time of expiring until the new agreement is signed. This clause seems to have been strategically placed to protect those CBAs against employers who do not like negotiations.

3.2. Challenges for Collective Bargaining

In spite of the difficulties in having an accurate picture of the practice of collective bargaining it is clear that a union faces several challenges to reach collective agreement.

According to the respondents interviewed, the challenges in the union includes low level of education on labor issues from all labor stakeholders including knowledge on statutory rights such as the minimum wage in the different categories of workers; lack of awareness on the benefits of collective bargaining; lack of Negotiation and Bargaining skills and knowledge; long bargaining process - while the statutory procedures establish 30 days, it can take from four to six months to conclude a CBA; Low capacities of all stakeholders to negotiate in good faith and the size of the informal workers in the sector.

The other stated challenges are the government's reluctance to revise the minimum wage in private sector since 2013 which demoralize the trade unions to take to task employers by the way of collective bargaining; reluctance of employers to recognize the union as the exclusive bargaining agent at the work place; absence of defined and trained negotiation unit in the union as well as unclear stated procedures of negotiations/collective bargaining especially lodging a copy of CBA to the Labor Commissioner.

CHAPTER FOUR

4.0. NEGOTIATION STRATEGIES

4.1. Introduction

Negotiation is a technique of discussing issues among parties in order to reach a conclusion benefiting all involved in the discussion. It is one of the most effective ways to address labour related conflicts and tensions. When individuals do not agree on an issue, they sit together, discuss issues on an open forum, negotiate with each other and come to an alternative which satisfies all.

In a layman's language it is also termed as bargaining collectively. **Negotiation helps to achieve goals without hurting anyone.** Your goal in this Negotiation is essential in corporate as well as personal lives to ensure peace and happiness.

4.2. Model of Negotiation

(a) Win - Win Model

In this model, each and every individual involved in negotiation wins. Nobody is at loss in this model and everyone benefit the negotiation. This is the most recommended model of negotiation.

(b) Win Lose Model

In this model one party wins and the other party loses. In such a model, after several rounds of discussions and negotiations, one party benefits while the party remains dissatisfied.

(c) Lose - Lose Model

As the name suggests, in this model, the outcome of negotiation is zero. No party is benefited out of this model.

In this model, generally the two parties are not willing to accept each other's views and are reluctant to compromise. No discussions help.

4.3. Negotiation Strategies

One of the key indicators of a strong union is that of growing number of CBAs. Thus the union needs to constantly negotiate strategically so as to conclude a good number of CBAs. The future strength of a trade union depends on how the union negotiate strategically on behalf of workers as well as efforts employed by union to ensure the implementation of concluded CBA so as to advocate for better life to the members.

The effective negotiation process aiming at reaching expected outcome must undergo clear Negotiation Process and Techniques.

4.3.1 The Art of Effective Negotiation

- ❖ Know yourself
- ❖ Know your own organization
- ❖ Know the opposite party

“In good deal making, 90% of the real negotiation happens before you sit down to negotiate” “effective negotiation is 90% attitude and 10% technique.”

4.3.2 Negotiation Process

4.3.2.1 Gather General Information

- ❖ Know yourself & your organization:
 - Personal Style,
 - Organizational Strategy
- ❖ Know the product or technology of the company/organization and its position in the marketplace.
- ❖ Know your potential partner: Culture, Strategy, Management,
- ❖ Know about labor laws, minimum wage in the sector and the economic inflation of the country.

4.3.2.2 Organizing a Team

Before initiating meeting you need to have a team with;

- ❖ Skills and knowledge on negotiation and labor laws and
- ❖ Well informed on economic issues,
- ❖ Good personality
- ❖ Patience and tolerance
- ❖ confidence

4.3.2.3 Planning Tools

- ❖ Create agenda Jointly with the bargaining team
- ❖ Make a chart of what issues or terms you will give up, what you must keep, what you want to get, and what could be a surprise.

- ❖ Create a chart of information that you will disclose to the other party, keep from the other party, want to get from the other party, and what would surprise you if they gave it to you.
- ❖ Create a communication plan within your team so the message is always the same.
- ❖ Begin to define and structure the type of deal your organization is seeking:
 - Understand your Best Alternative to a Negotiated Agreement (BATNA).
 - Analyze comparable deals.
 - Reaffirm your BATNA in the context of your draft term sheet.
- ❖ Ensure the broad definition of the deal is communicated effectively internally.
- ❖ Remember, **information** is **power** in a negotiation.

4.3.2.4 Preparation for Initial Contact

- ❖ Establish the objective for the initial contact
- ❖ Have all your planning tools together and completed Information needs, possible scenarios, etc.
- ❖ Prepare your introduction statement envisaged relationship
- ❖ Possible outcomes and probability of success
- ❖ Make initial contact; assess and establish interest.

4.3.2.5 During Meeting(s)

- ❖ Communicate interests, issues and needs
- ❖ Identify the gaps
- ❖ Address needs, resolve the issues
- ❖ Close the gaps
- ❖ Close the deal

4.3.2.6 Caucuses

During the negotiation a party may request the other party to sit for a caucus. It happens when a party need to agree on a certain matter before concluded. It may happen in a meeting to have several caucuses. Caucuses happened especially when a party in a negotiation comes with counteroffer where the other had no idea.

4.4 Negotiation Techniques

❖ **Be well informed with everything related to the deal.**

- Find out information even the trivial detail you think is important and you might require at the time of negotiation.
- Be prepared for everything. Remember the second party might ask you anything.

❖ **Take good care of your posture as well as your body movements.**

- Look confident. While speaking, don't look around or play with things. It's just a discussion; no one will kill you if you are not able to close the deal.
- Don't stammer in between or start sweating in front of others. The second party will take advantage if they find you nervous.
- Take care of your dressing as well. Don't wear anything which is too casual. If you dress casually people will not take you seriously.

❖ **Be much focused.**

- One should be very specific what he wants. First ask yourself what is the purpose of this negotiation? What do you actually want? What is the affordable price for you? Be firm and stick to it. Be very specific and clear.

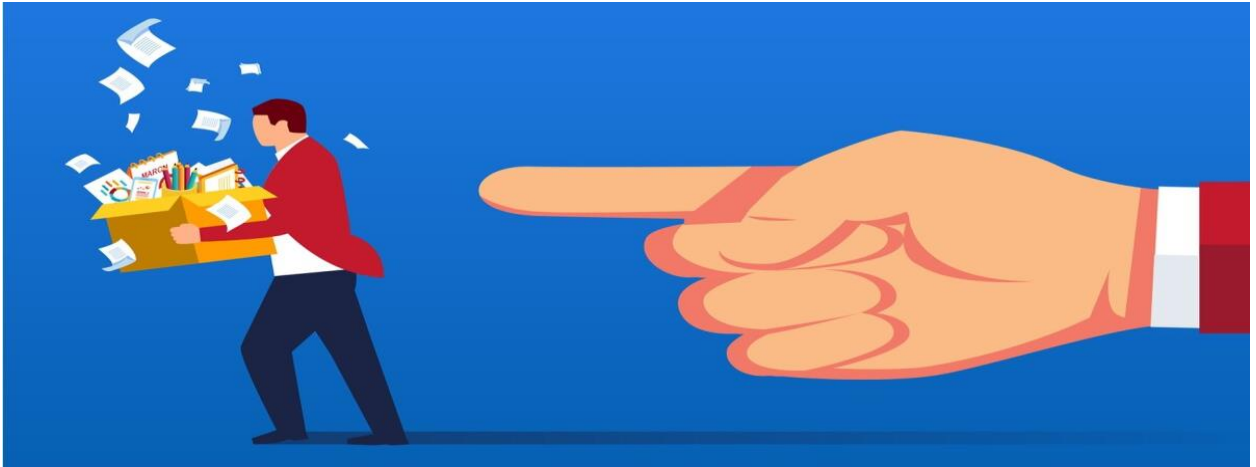
❖ **Never keep things to yourself and crib later.**

- Don't assume that the other person can read your mind on his own. One needs to ask for what he wants.

- Speak your heart out. If you are not satisfied with the deal, show your displeasure to others. Express that you are not very happy with the price and it needs to be revised.
- ❖ **Be a good and patient listener.**
 - Listen to others as well. Think about their interest and needs as well. Don't ask for anything which would not benefit the second party. Don't jump to conclusions and never interfere when the other person is speaking. Listen to the other party's proposal as well; he might come up with something unique which you could not even think.
- ❖ **Be realistic.**
 - Don't ask for something impossible. One should be a little practical in his approach. Don't ask for irrational issues. Be logical. It's nothing bad to think about your personal interests, but one should not be mad for it. If you want to purchase something, also remember that the store owner has to earn his profits as well.
- ❖ **Don't be in a hurry to close the deal.**
 - Take your time to discuss things among yourselves. Make sure you are deciding something which would be a win - win situation for all. Never drag any discussion and make the conversation too long. Too much of pleading and persuasion result in a big zero and no conclusion can be drawn out of it.
- ❖ **Know when and where to compromise.**
 - An individual has to compromise sometimes to come to an output. If you feel that if you accept some terms and conditions, things would be better and it would not harm you much, go ahead. Everyone needs to compromise sometimes or the other. Even in marriages, one partner needs to negotiate with the other for better understanding.

❖ **Communication**

- Speak clearly and precisely. One should not confuse others. Playing with words is one of the biggest threats to negotiation. Don't use derogatory or lewd remarks against anyone.
- ❖ **It is always better to sign a contract or have something in black and white so that no body backs out later.**
 - It's always better to sign agreements in the presence of both the parties for better transparency.



CHAPTER FIVE

5.0. CHALLENGES OF EFFECTIVE NEGOTIATION

5.1. Individualism;

The biggest challenge to negotiation is when **individuals are not ready to understand the second party at all**. There are individuals who only think about their interests and tend to ignore the interest and needs of the other.

5.2. Lack of time;

One should never be in a hurry. You need time to convince others. Never be in a rush to close a deal. Analyze things carefully and then only come to conclusions.

5.3. Going unprepared for a negotiation;

Don't underestimate the second party. One should do his homework carefully. Check out even the smallest details before going for a negotiation. Don't think that the second party is not as smart as you, they can ask you anything and remember even they will try their level best to convince you. You need to have valid answers for their questions.

5.4. Lack of patience;

Every individual has the right to express his/her views and one should not interfere in his/her speech. You might not agree to him/her but at least listen to him/her first. Sit with the second party and make them realize how the deal would benefit you as well as them.

5.5. Criticism, sarcasm, derogatory remarks;

Never ever say anything which might hurt others. Remember everyone is here to defend his/her interests so be logical and justified. Don't get too involved and over emotional. One should be a little diplomatic and intelligent for an effective negotiation.

5.6. Last minute changes.

They result in confusions and misunderstandings. The two parties must be very clear on what they expect from each other, and must stick to it. Don't change statements every now and then. Once a conclusion is reached or a deal is cracked, it's always better to sign an agreement in presence of both parties.

5.7. Being too rigid

Be a little flexible. Compromise to your best extent possible and don't crib always. One should adopt a positive attitude and try his level best to adjust with each other and find out a solution which will satisfy all.

5.8. Lack of confidence

Don't forget to make an eye contact with the person sitting on the other side of the table. It's important to be serious but that does not mean you will not even greet the other person. Be straightforward and crisp in your communication.

CHAPTER SIX

6.0 CHARACTERISTICS OF EFFECTIVE NEGOTIATION

6.1 Communication in Negotiation

An effective communication is directly proportional to an effective negotiation. The better the communication is the better the negotiation would be. Discussion does not mean fighting and shouting, instead it is simply the exchange of one's ideas, thoughts and opinions with each other. One needs to have excellent communication skills for a healthy and an effective discussion.

One should very sensibly convert his thoughts into a speech by carefully selecting relevant words. Be careful about your words. One should never use derogatory sentences or foul words in his speech. Understand the power of speech. The way you present your thought matters a lot. Haphazard thoughts and abstract ideas only lead to confusions.

6.2 Personality

An impressive personality goes hand in hand with good communication for an effective negotiation, being sincere rather than being serious and smart dressed. Dressing plays an important role in enhancing our personality. A shabbily dressed person will find it very difficult to convince the other person. Keep in mind that, the first impression is the last impression and one has to be very careful about it.

6.3 Patient.

The experience indicates that impatient individuals are poor negotiators. **Be flexible and learn to compromise.** It's okay to give priority to one's personal interests but one should not be selfish. If you are the first one to accept something, you will not become unimportant or lose anything, instead the other person would look up to you and both of you will gain whatever you want.

6.4 Be tactful and diplomatic.

Being diplomatic does not mean being clever. There is a difference between the two. One needs to be intelligent and should know what to speak and what not to speak. Analyze the situation and respond accordingly.

6.5 Emotions in negotiation

If one is in a happy mood, everything seems perfect and good to him. Individuals with a positive attitude tend to trust each other better. They take keen interest in the negotiation and actively participate in discussions. Try to be cheerful always. One looks his best when he smiles.

Anger is one of the most negative emotions acting as a hurdle to an effective negotiation. A person loses control on his mind and is not in a position to think constructively in a state of anger. One's anger must be kept under control for an effective negotiation. Don't overreact on petty issues. Anger only leads to conflicts and misunderstandings and does not solve any problem.

CHAPTER SEVEN

7.0 CONCLUSION AND RECOMENDATIONS

7.1 Conclusion

Negotiation (Bargaining Collectively) is fundamental right and constitutes an essential instrument for labour market governance. Once it has done effectively, can reduce gender inequality, promote enterprise sustainability and productivity and provide inclusive labour protection.

Challenges for effective negotiation among of others, includes lack of negotiation skills, difficulties in having recognition as exclusive bargaining agent at the workplace, lack of trust among of the parties, long bargaining process, absence of negotiation guide manual and Collective Bargaining template.

7.2 Recommendations.

Recommendations to strengthen negotiation and collective bargaining

- i. Developing defined Collective Bargaining Agreement Model with clear minimum standard for collective bargaining template to guide all Negotiations (**as attached in here below**)
- ii. An awareness raising campaign should be designed for workers and employers to understand the basic of collective bargaining; the benefits it can bring to workers' rights and employers; pre conditions for effective collective bargaining, etc.
- iii. Provide capacity building for trade union officials and employer's representatives on ILO fundamental rights to freedom of association and collective bargaining, existing provisions in national laws and regulations – statutory rights of workers' representatives and procedures for collective bargaining and minimum wage.
- iv. Put emphasize on effective organizing and recruitment strategies to attain the number of majority.
- v. Establishment of clear and trained Negotiation Team in the union

vi. The union must lodge a copy of the agreement with the Labor commissioner in term of Section 71 (7) of ELRA.

TPAWU COLLECTIVE BARGAINING AGREEMENT MODEL

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

.....

(“THE EMPLOYER/ASSOCIATION”)

AND

.....

(“TPAWU”)

TABLE OF CONTENTS

CHAPTER ONE

1.1. INTRODUCTION

- 1.1.1. Parties
- 1.1.2. Objectives
- 1.1.3. Recognitions
- 1.1.4. Definitions

1.2. DATE OF COMMENCEMENT, VALIDITY AND APPLICABILITY

1.3. PROCEDURE

- 1.3.1. Collective Bargaining
- 1.3.2. Retrenchment Procedure

CHAPTER TWO

2. TERMS AND CONDITIONS OF EMPLOYMENT

2.1. Employment

- 2.1.1. Employment Policy
- 2.1.2. Discrimination
- 2.1.3. Medical Examination
- 2.1.4. Basis of Employment
- 2.1.5. Working Hours
- 2.1.6. Probation
- 2.1.7. Recruitment
- 2.1.8. Transferability

2.2. Leaves

- 2.2.1. Annual Leave
- 2.2.2. Sick leave
- 2.2.3. Maternity Leave
- 2.2.4. Paternity Leave
- 2.2.5. Compassionate and Bereavement Leave
- 2.2.6. Leave Without Pay
- 2.2.7. Public Holidays

2.3. Salaries and Benefits

2.3.1. Salaries Structure

2.3.2. Minimum Wage

2.4. Safety and Medical Service

2.4.1. Health and Safety

2.4.2. Medical Treatment

2.4.3. Optical Treatment

2.4.4. Dental Treatment

2.5. Employees Welfare

2.5.1. Family day

2.5.2. Employees Development

2.5.2.1. Education Training

2.5.3. Annual Bonus

2.5.4. Standby Allowance

2.5.5. Night Allowance

2.5.6. Subsistence Allowance

2.5.7. House Allowance

2.5.8. Acting Allowance

CHAPTER THREE

3.0. Termination of Employment

3.1. Operational requirement

3.2. Retirement

3.2.1. Normal Retirement

- 3.2.2. Voluntary Retirement
- 3.2.3. Retirement on Medical ground
- 3.2.4. Retirement Packages/Benefits

3.3. Death and Funerals' Obligation

3.4. Severance Pay

3.5. Statutory Deductions

3.6. Corporate Social Responsibility

CHAPTER FOUR

4.0. Conclusive Clauses

- 4.1. Agreement Amendment
- 4.2. Authority and Implementation
- 4.3. Language
- 4.4. Governing Law(Public Service/Employment and Labour Relation Act)

CHAPTER FIVE

5.0. Formal addresses and signature:

THIS AGREEMENT is made on

This day Year.....

BETWEEN

....., a limited Company
..... incorporated under the Laws of Tanzania and having
its registered office at, of P.O.Box.....,,
Tanzania (hereinafter referred to as “**The Employer/Association**”) of the one
part.

AND

.....of P.O.Box,.....,
Tanzania (hereinafter referred to as “**TPAWU**”) of the other part.

WHEREFORE; Both the Employer/Association and TPAWU to be referred to as
the “Parties” or individually as a “Party”

CHAPTER ONE

1.1. INTRODUCTION:

1.1.1.Parties

We, (TPAWU)..... hereinafter referred to as Trade Union and.....hereinafter referred to as **EMPLOYER/ASSOCIATION** do hereby confirm that, of our own freewill and mutual understanding between us.

NOW, THEREFORE, THIS AGREEMENT WITNESSED as follows

1.1.2.OBJECTIVES

Both parties to this agreement,herein called the “Union” andhere in called the “Employer” are desirous of achieving the following objectives:-

- (i) Provide extensive support during business hardship caused by force majeure and facilitate awareness to unionized staffs.
- (ii) Acceptance and dissemination of information to unionized staffs on the financial hardship of the Organization.
- (iii) Support and facilitate disposition of disciplinary measures to and when need arises
- (iv) Put emphasis on safety, health and environment issues.
- (v) Streamline the staffs ‘welfare including terms and conditions of service.
- (vi) Fully support to the management in ensuring productivity in whatever field the employees are engaged in.

- (vii) To create a healthy and motivating work environment build on mutual trust and respect for each other; and
- (viii) To create harmony at the place of work.
- (ix) Realization of decent work and labor rights as defined by ILO and the elimination all forms of precarious work

1.1.3.RECOGNITION

- i. The Employer recognizes the TPAWU as the legitimate representative of all employees covered by this agreement in as far as their social and economic welfare and terms of service are concerned.
- ii. TPAWU recognizes the Employer's rights and obligations to run the business including the employment and development of employees.
- iii. Both parties agree that the Company reserves the right to develop the business of the Employer and in collaboration with TPAWU to promote the welfare of the employees.
- iv. Both parties agree that in order to maintain amicable relations, TPAWU Leaders will be the legitimate representatives and participants in ensuring that whatever has been agreed upon implanted. TPAWU Field Branch Representative shall report any in compliance of the signed agreement to the employer and TPAWU.
- v. Both parties agree that Monthly Union dues shall be deducted by the employer, from TPAWU member's salaries as per TPAWU Constitution and agency fees shall be deducted from the remuneration of employees who are not members of the TPAWU but

who enjoy the service of the Union and the remitted to the Secretary General of the TPAWU. The Secretary General or his representative shall notify the Employer the rate of the Union dues payable along with the current list of the members and will communicate any changes as and when they occur as per the requirement of the law on deductions of Union dues.

- vi. Both parties agree that this agreement shall cover all employees as defined in this agreement.
- vii. Both parties recognize that transferring of employees within the Company is fully at the discretion of the employer. However, if the transfer involves a Trade Union Leader, the Employer should consult the TPAWU Regional Secretary prior to the transfer.
- viii. Both parties agree that if a vacancy arises in the Organization advertisement for the position should be done internally and externally simultaneously. First priority to be given to internal candidates meeting the position requirements.

1.1.4. Definition/Interpretations

“ABS” Means Annual Basic Salary

“Employer” Means as defined under the Employment and Labour Relations Act, 2004 CAP 366 (RE 2019)

“Employee” Means as defined under the Employment and Labour Relations Act, 2004 CAP 366 (RE 2019)

“Contract Employee” Means an Employee who is employed under a defined fixed period of time of not less than one year or an employee employed to carry out specific piece of work.

“Family” For the purpose of this Agreement, the employee’s family shall mean:

- i) Employee’s marital spouse, but only one will be recognized by Employer.
- ii) The Employee’s own or legally adopted children below the age of Eighteen (18) years or maximum of 23 years of age if they are schooling.
- iii) Particulars of the above persons shall be registered with the Employer, accompanied by necessary and relevant documents.

“Medical Examination” Means an examination of an Employee of the carried out by a recognized Medical Practitioner.

“Misconduct” Means an improper or unacceptable misbehavior as provided by the laws and organization policy

“Overtime” Means work over and above ordinary hours of work as per the Act.

“Permanent Employee” Means an Employee of who has been employed by the employer for an unspecified period of time.

“Subsistence Allowance” Means out of station allowance while travelling on duty within and outside the Country for each night spent outside ones ‘duty station.

“On Transit Allowance” Means an Allowance paid to an employee who is travelling on Official duties.

“The Act” Means the Employment and Labour Relations Act No. 6 of 2004 CAP 366 (RE 2019) and its thereto any other related labour Laws.

“TPAWU” Means Tanzania Plantation and Agricultural Workers Union.

1.2. DATE OF COMMENCEMENT, VALIDITY AND APPLICABILITY:

This Collective Agreement shall commence immediately after the date of signing and shall be valid for a period of months. However, thereafter this agreement shall be deemed to be in force until the signing of the other Collective Bargaining Agreement if neither party filled a notice of intention to renegotiate after the expiration date, or in order to conclude a new agreement. ”Notwithstanding the validity period, the terms agreed hereto shall be binding on the parties until superseded by other terms to be agreed by way of a fresh agreement.”

1.3. PROCEDURES:

1.3.1. COLLECTIVE BARGAINING

- (a) The scope of the CBA will include: Salaries, Staff Welfare, Employment Standards, Long Service Award, bonus, Occupational Health, Safety, Policies concerning employment and Procedural issues are Subject to negotiations.
- (b) Either party may request the renegotiation of this Agreement. Notice of intent to renegotiate must be given in writing to the other party not less than two (2) months prior to either an earlier negotiation date or the expiry of the prevailing Agreement. Such notice shall stipulate the section(s) to be the subject of the renegotiation, and indicate the proposed changes. The parties shall endeavor to start negotiations not

less than one (1) month prior to the expiry of the existing Agreement.

- (c) All agreements reached shall be in writing and shall be signed by both parties and a copy of the said Agreement shall be lodged to a Labour Commissioner by parties to the agreement.

CHAPTER TWO

2.0. TERMS AND CONDITIONS OF EMPLOYMENT

2.1. EMPLOYMENT

2.1.1. Employment Policy

Employment policy, consulted and agreed by both parties should be in place.

2.1.2. Non Discrimination

The employer shall not discriminate directly or indirectly any employee or persons seeking employment and shall prohibit

any forms/acts of discrimination at workplace not only in the employment policy even in practice.

2.1.3. Medical Examination

- (i) All new employees shall be required to undergo medical examination (Not HIV/AIDS) at the Employer's expense by an approved medical practitioner.
- (ii) At least.....a year the employer shall carry out Medical Examination for all employees and the results be revealed to the employee concerned.

2.1.4. Basis of Employment

- (i) Contract of Employment shall depend on Operations requirement and Act.
- (ii) All new employees shall serve probationary period of Six 6 months during that period the employee's performance and adaptation to his/her new work environment will be assessed. Probation period may only be extended to a maximum period of three (3) months.
- (iii) The confirmation shall be deemed granted at the end of the probationary period if the employer fails to communicate after such period and after the extended period.

2.1.5. Working Hours

- a) An employee shall be required to work for a maximum number of forty five (45) hours in a week, Encourage flexible working environment. The Employer shall observe public holidays as declared by the Government.
- b) An employee may be required to work beyond the normal working hours when necessary.

- c) Employees whose nature of work does not fall under the normal business hours schedule, shall be required to work a total of forty five (45) hours in a week.
- d) Pregnant employees shall not be subjected to night work two (2) months before the expected date of delivery or before that date if the employee produces a medical certificate that she is no longer fit to perform night work and within nine (9) months after delivery.

2.1.6. Probation

- i. Appointments on contracts for an unspecified period of time and appointments of existing staff to management and supervisory positions shall be subject to probation for the specified period.
- ii. The purpose of probation is to enable management to make an informed assessment of whether the employee is competent to do the job and suitable for employment or promotion.
- iii. On successful completion of the probation period, the employee shall be confirmed in writing on his/her position.

2.1.7. Recruitment

2.1.7.1. Principles

- a) There shall be is an equal opportunity employer. It is therefore the Employer's policy to recruit, employ, train and promote individuals as well as administer all personnel actions without discrimination as stated in the Act.
- b) Selection of candidates for appointment to different positions shall be based on merit as prescribed under Recruitment Policy.

2.1.7.2. Transferability

- (a) An Employee may be transferred by the Employer to other station of work. Every effort will be made to accommodate Employee's personal and specific needs and circumstances.
- (b) The Employer reserves the right to transfer any Employee on a particular station of work within the same City/Region. Transfers at the same station will not qualify for any allowances. The Employer will inform the Employee in writing once the transfer has been affected.
- (c) The Employer shall pay for actual travel expenses at the prevailing market rate for an employee and his/her family while being transferred from one working place to another.
- (d) Where an employee is being transferred from one working place to another the Employer shall pay for the Transportation of his personal effects Tshs per kilometer and maximum of Tons.
- (e) An employee being transferred from one place to another shall be entitled to..... days transfer allowance equivalent to Subsistence allowance rates to enable him/her pay for hotel bills while looking for permanent Accommodation.
- (f) An employee being transferred from one place to another shall be entitled to ... days Incidental allowance at a rate of Tshs per day to enable him/her pay to settle in.
- (g) Where an employee is being transferred from one working place to another the Employer shall pay On transit Allowance actual expense.

2.2. TYPES OF LEAVE

2.2.1. Annual Leave

- a) All employees will be entitled to Working days annual leave in line with the approved annual leave roster. The Employer shall pay a leave allowance equivalent to one month Basic Salary and pay all leave-travelling costs to a place of domicile every year to employee, spouse and up to four own/ legally adopted children who are under 18 years of age or above who are schooling.
- b) Annual leave has working days exclusive of weekends and public holidays that may fall within the period of leave.
- c) Earned leave days shall be taken not later than twelve (12) months after the end of the leave cycle.
- d) Accrued leave days shall not be exchanged for cash except in the event of death, termination, resignation or retirement.
- e) When an employee is required to cut short his leave for critical work exigencies, the head of department shall request for approval from the employer. Such an employee shall be compensated and allowed to take the remaining leave days at a date to be agreed between the employee and the employer.

2.2.2. Sick Leave

An employee may be granted sick leave upon recommendations of a Registered Medical Practitioner or any other recognized medical practitioner accepted by the Employer.

- a) days full paid.
- b) days half paid.

2.2.3. Maternity Leave

- a) A female employee shall be granted days paid maternity leave ordays in case the employee gives birth to more than one child at the same time. Such leave shall be granted once in every three (3) years circle. Breast feeding time granted to a mother shall be Two (2) hours for the period of..... Months after the completion of Maternity Leave.
- b) Where the employee delivers within a leave cycle, following death of child within one year of birth, the employee shall be entitled to an additional ... days paid maternity leave or days in case of more than one child at the same time.
- c) Where an employee gives birth of a child within leave circle an employer will grant a paid leave of not less than 50 days

2.2.4.Paternity Leave

- a) A male employee shall be entitled to paid consecutive days as paternity leave following birth of his child.
- b) The leave will be granted once every three (3) years and must be taken within calendar days from the date of the child's birth.

2.2.5.Compassionate and Bereavement Leave

An Employee shall be entitled days paid Compassionate leave per year in the event of death or sickness of employee's parents, spouse, Child, Siblings, grandparents and grandchildren .

2.2.6.Leave Without Pay

Employee upon request will be eligible for unpaid leave up to Five Years due further Education and other valid reasons.

2.2.7.Public Holidays

- a. The Employer recognizes the statutory public holidays as paid working days.
- b. Should an Employee be required to work on such a holiday, the Employer will give him/her at leasthours notice.

2.3. Salaries and Benefits.

Employee’s salaries and benefits shall be negotiated by the parties. Annual Salary increments shall be reviewed upon agreement reached between the parties. Every year salary increment starting shall be Percent of Employees Basic Salary depending on Inflation rate prevailing and Performance.

2.3.1. Salaries Structure.

- a) An employee shall receive a Monthly Salary in accordance with the Scheme of Service and salary structure in place based on performance.
- b) All changes in salary shall be communicated to employees.

2.3.2. Minimum Wage.

- a) The Minimum Wage entry shall be Tshs.....
- b) The parties agreed that, Career Development shall be negotiated annually taken into consideration market price of the position.

2.4. SAFETY AND MEDICAL SERVICES

2.4.1. Health and Safety

- (a) There shall be Occupational Health and Safety committee at Workplace for the purpose of ensuring health and safety issues and resolve problems related to health and safety.

This committee will be comprised of..... representatives of the employees per unit,.....representatives from the Union and..... management representatives.

- (b) Occupational Health and Safety committees will be established at every Workplace for the purpose of ensuring health and safety issues and resolve problems related to health and safety at the Branch. The Union and Management will have an equal number of delegations.

2.4.2. Medical Treatment

The Employer shall provide full coverage of Medical treatment to all employees, their spouses and four children/ dependants of years andyears for those who are in schooling at approved Hospital.

Any employee, forced by circumstances(up employers approval) to be treated outside the contracted hospital shall be refunded by the employer upon the submission of genuine documents.

2.4.3. Optical Treatment

The Employer shall provide an Optical treatment to employees, their spouses and four children/dependants of age up toyears of age and those who are schooling under custody of an employee as approved by the doctor. The Employer shall provide eyes spectacles upon recommendation by a registered doctor. The cost of such spectacles should not be less than TZS

2.4.4. Dental Treatment

The employer shall meet full cost for dental treatment for employees, their spouses and four children/dependants of age up to years of age and those who are schooling under custody of an

employee as approved by the doctor. The cost of such Dental treatment should not be less than TZS

2.5. EMPLOYEES WELFARE

2.5.1. Family Day

The parties agreed that, there shall be aStaff's Family Day once a year onfor the purpose of uniformity the employer shall provide and Other cover all expense taken into consideration establishment of Independent Committee which will comprise representatives from Union, Employees and Management.

2.5.2. Employees Development

2.5.2.1. Education Training

Employees are encouraged to develop themselves further by studying through relevant part time, professional or distance learning programmes, from time to time. Study plans will be made available to selected employees detailed of the study plan may be obtained from Human Resources Training and Development section as governed by the Company strategy and training plan.

2.5.3. Annual Bonus

There shall be annual consultation and agreement of any proposed bonus scheme(s) between The Employer and the Union , principles governing for distribution, Criteria and mode of bonus payment shall be communicated to employees by the parties.

2.5.4. Standby Allowance

Employee shall be paid standby allowance amounting to Tshs.... Cash while on call.

2.5.5. Night working allowance

- i. Night shall mean the hours after twenty hours and before six hours.
- ii. Employees will be paid 5% of his/her hourly salary for each hour worked at Night.
- iii. For avoidance of doubt, if the Night hours worked are overtime hours an employee will be paid overtime rate.

2.5.6. Subsistence Allowance

A subsistence allowance shall be paid to Employees at the rate of Tshs....
Per day.

2.5.7. House allowance

- a) House allowance is provided to employees to assist in rental obligations.
- b) The Employer shall provide house allowance on monthly basis to employees which shall be% of his/her basic salary.

2.5.8. Acting Allowance

- a) An Employee shall qualify for an Acting allowance after having consecutively served for a period of at least.... consecutive days in the same acting position. Duration for acting shall not be more than three months.

The Acting Allowance shall be paid at a rate of...% of the Acting position current basic salary.

CHAPTER THREE

3.0. TERMINATION OF EMPLOYMENT AND SEPARATION

3.1 TERMINATION

- (a) The parties agreed that, termination of employment may be effected by either party i.e. Employer/Employee by giving days written notice or one month salary in lieu of notice;
- (b) Termination by either party requires the completion of the exit process as per policy, Labor laws applied in Tanzania and their rules.
- (c) In case of termination by an employer in accordance to labor laws, the affected employee shall be entitled to the terminal benefits such as:-
 - i) Accruals (e.g. Salaries, leave, overtime, bonus etc.)
 - ii) 1 Month notice pay
 - iii) Severance pay as per the Labour Law
 - iv) Transport costs for the employee and his family to a place of recruitment/Domicile as per employee contract.
 - v) Personal effect to a place of recruitment according to a grade of the concerned staff.
 - vi) Status of the Social Security contribution and benefits.
 - vii) Certificate of service.
- (d) In case of termination of the employee (Resignation) the employer shall pay Remuneration for days worked accruals, social security status and certificate of service.

3.2 RETRENCHMENT

- (a) The parties share the hope that retrenchments will occur on an exceptional case, and not a regular one, but recognize that circumstances change from time to time.

- (b) When, in the opinion of the Employer, it becomes necessary to reduce manning levels as a result of Operational reasons which may affect the employment of workers, the Employer undertakes to give the Union at least One (1) months' notice for;
- (i) The reason for the proposed reduction in manning levels;
 - (ii) The number of workers likely to be affected by the proposed reduction of manning levels
 - (iii) The proposed date on which the contemplated reduction of manning levels is scheduled to take place; and
 - (iv) The proposed dates for consultations between the Union and the Employer.
- (c) The purpose of the consultations shall be to:-
- (i) Discuss the reasons for, and provide relevant information regarding, the proposed reduction of manning levels; and
 - (ii) Consider ways to avoid or minimize retrenchment, which may include:-
 - Putting a freeze on the employment of permanent employees.
 - Restricting overtime;
 - Terminating the employment of workers;
 - Voluntary retrenchment;
 - Transferring employee;
 - Reviewing the use of outside contracting services;

- Training and/or retraining suitable employees, where possible, to fill alternative positions.
- (iii) Consider and Negotiate the retrenchment Package.
- (d) The acceptance of individual employee`s voluntary retrenchment shall be at management`s discretion subject to the requirements of the.....
- (e) Where alternate measures do not result in a sufficient reduction in manning levels, the Employer and TPAWU should consult on the following issues:-
- The number of employees to be affected by the retrenchment;
 - The criteria for the selection of employees to be retrenched, which will include the employee`s skills, experience, performance, job duties and years of service.
 - The time table or retrenchment and the notice period applicable to retrenchees.
- (f) The concept of LIFO (Last In First Out) will apply when a selection has to be made between employees with similar jobs, skills, experience and performance.
- (g) The contravention of the disciplinary code where the worker has served the full penalties shall not be included as a factor in determining whether an employee should be retrenched.
- (h) Recall Rights; Any new recruitment which may take place within six months after a retrenchment exercise shall be subject to the requirement that retrenchees be given first consideration.
- (i) Retrenchees living in quarters/houses or who rented houses from thewill be allowed to stay in that house governed by Contract of employment maximum of ...days after being retrenched.

3.3. Retirement

3.3.1. Normal Retirement

Employees will be required to retire from the services upon reaching the age of sixty (60) years.

3.3.2 Voluntary Retirement

An Employee may exercise the option to retire early, with the consent of the Employer. This may be done any time within the ...years period prior to him/her reaching the age of sixty (60) years.

3.3.3 Retirement on Medical Ground

In certain circumstances it may be necessary for the Employer to retire an Employee prior to the age of Fifty Five (55) years for reasons of ill health. These cases must be supported by the Official report from Medical Practitioner recognized by the Employer.

3.3.4 Retirement Packages/Benefits

Addition to the normal terminal benefits from Social Security contribution Fund. A retired Employee will receive the following benefits:-

- (a) Transport of personal effects TSh..... Per kilometer withtons. One way bus /train/Air ticket to place of origin with spouse and maximum of four (4) children. Exceptions may be made in certain circumstances. However these cases will be reviewed on an annual basis.
- (b) Golden handshake amounting to..... Of his/her last salary for each completed year of service.

CHAPTER FOUR

4.0 OTHER BENEFITS

4.1 DEATH AND FUNERALS' OBLIGATION

The Employer shall assist and contribute towards the funeral and burial costs of Employee who have died in service, Wife/Husband, or Child. The Contributions towards the funeral and transportation expenses shall be Tshs..... in addition to Spouse and family condolence amount of Tshs.....

4.2 SEVERANCE PAY /RECOGNITION OF SERVICE

- (a) The employer shall pay to the employee severance pay..... salary for each year of services during termination of employment done by the employer due to Operational requirement(Retrenchment) as recognition of Service.
- (b) The employer shall pay Long service award of Tshs to the employee who reaches interval of five year continuous service with the Employer.

4.3 STATUTORY DEDUCTIONS

The parties agreed that, an employer shall deduct and remit statutory deduction to respective organs.

4.4 CORPORATE SOCIAL RESPONSIBILITY

The employer shall contribute or donate to Community, the parties agreed that contribution or donation should be governed by Corporate Social Responsibility Strategy.

CHAPTER FIVE

5. CONCLUSIVE CLAUSE

5.1 Agreement Amendment

This Agreement constitutes the entire Agreement between the Parties. The agreement can be amended or modified by giving notice of thirty (30) days to the other party; Parties should meet and mutually agree to the changes.

5.2. Authority and Implementation

The Parties hereto declare that they have authority to enter into this Agreement and that they shall take all steps which are necessary for the implementation of the Agreement.

5.3 Language

The Agreement shall be in English language however it may be translated into Kiswahili in which case, the English version will prevail in the event of any dispute on interpretation.

5.4 Governing Law

This Agreement shall in every respect conform to and be interpreted in accordance with the Law (Employment and Labour Relation Act No.6 of 2004 as may be amended from time to time.

5.5 Change of Ownership of the Company

The parties hereto declare and agree that in the event of change of ownership of the company, the new owner shall respect this agreement and comply with all provisions in this agreement.

CHAPTER SIX

6 FORMAL ADDRESSES AND SIGNATURE:

IN WITNES WHEREOF, the parties have duly executed this Agreement hereinafter appearing.

.....(*Employer*)
SEALED with Common Seal of the said
.....
And DELIVERED in the presence of us this
.....day ofYear.....

Name:.....
Signature.....
Postal Address: P.O.Box
.....
Title:.....

Name:.....

Signature.....
Postal Address: P.O.Box
.....

Title:.....

.....(*TPAWU*)
SEALED with Common Seal of the said
.....
And DELIVERED in the presence of us this
.....day ofYear.....

Name:.....

Signature.....

Postal Address: P.O.Box

.....

Title:.....

Name:.....

Signature.....

Postal Address: P.O.Box

.....

Title:.....

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