
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TANZANIA PLANTATION AND AGRICULTURAL WORKERS UNION ("TPAWU")

AND

FIDES TANZANIA LIMITED ("the Employer" or "the Company")

1.0 PREAMBLE

1.1 WHEREAS the parties have met voluntarily and agreed on various terms and conditions as stipulated in this agreement. The two parties agree on the following:

- a) There is no clause in this voluntary agreement intended to contravene the labour laws of the country.
- b) In case of any dispute at workplace, the same shall be resolved in accordance with labour laws applicable.
- c) There will be a programme of rewarding best employees as stipulated by individual company's policy.
- d) Employees are required to work very hard to maximize efficiency and productivity at workplace.
- e) Collective Bargaining Agreement should bind the signatories thereto and all employees on whose behalf the agreement is concluded.
- f) Stipulations in contracts of employment which are contrary to Collective Bargaining Agreement should be regarded as null and void and be automatically replaced by the Corresponding stipulations of the Collective Bargaining Agreement.
- g) This agreement shall come into operation effective on the date of signing.

1.2 INTERPRETATION

"Agriculture" shall include crop production, forest activities, animal husbandry and insect raising; the primary processing of agriculture and animal products by or on behalf of the operator of the undertaking as well as use and maintenance of machinery, equipment, appliances, tools and agricultural installations, including any process, storage, operation or transportation in agricultural undertaking including cooperatives which are related to agricultural production.

"Collective Bargaining Agreement" means a written agreement concluded by a registered trade union and an employer or registered employers association on any labour matter

"Dependent" means Father, Mother, Husband or Wife and children of the employee.

"Senior Management employee" means an employee who, by virtue of his/her position makes policy on behalf of the employer and is authorized to conclude collective agreements on behalf of the employer.

"TPAWU" means Tanzania Plantation and Agricultural Workers Union

"TPAWU " is a registered trade union

"HORTICULTURE" is the science or art of cultivating fruits, vegetables, flowers, spices or ornamental plants.

2.0. RECOGNITION

1. TPAWU is herein referred to as a representative of employees within bargaining unit.
2. Fides Tanzania Ltd is hereby recognized as a sole Employer.
3. Association of Tanzania Employers (ATE) is hereby recognized as the representative of the Employer and will have the right to review and advise Employer before signing.

3.0 BENEFICIARIES OF THIS AGREEMENT

1. All rights and privileges contained in this agreement shall apply to all employees of Fides Tanzania Ltd below the Senior Management level.

4.0 MEMBERSHIP OF TRADE UNION – TPAWU

1. Employees may join trade union at their own will after confirmation of their employment.
2. An employee shall authorize the Employer in writing to deduct 2% of his/her basic salary as union dues in a prescribed form.
3. All deductions shall be sent to the designated bank account through a bank transfer. 10% of such deduction that was supposed to remain at TPAWU Branch at work place will be collected from the Zonal Office.
4. TPAWU Branch Leaders shall be responsible and accountable to ensure they safe guard peace and harmony at the work place. And they should set a high standard of conduct and be good examples to the rest of the employees.

5.0 PROCEDURE FOR DISPUTE RESOLUTION

1. In resolving disputes, for the purpose of bringing peace and harmony at workplace, both parties have agreed to use procedures stipulated in the law and the Employer's policies and procedures provided the same are not contrary to the labour laws.
2. If a dispute is not resolved amicably between two parties it shall be referring to the Commission for Mediation and Arbitration (CMA).

6.0 EMPLOYMENT

1. All Employees shall be issued with written employment contracts as prescribed in the labour laws.
2. Along with the Letter of Employment, employees shall be given a job description in writing describing their duties and responsibilities at work.
3. The Employer shall provide Tea to all employees at morning tea break

4. The employer shall provide the right quality protective gears to workers according to the Department requirements and nature of task and in accordance to OSHA laws.

7.0 REMUNERATION

1. Both parties agrees that the minimum wage shall be **Tshs. 150,000/=**
2. The Employer shall continue to improve employee's remunerations according to its set procedure

8.0 OUT OF STATION ALLOWANCE

1. Out of station allowance(s) shall be given to an employee according to the Employer's policy, taking into consideration the government rates.

9.0 HEALTH AND MEDICATION

1. The Employer shall incur medical expenses for their employees treated in the hospital designated by the Employer. This should be in accordance with the Employer's policy regarding medical services to its employees.
2. The Employer shall ensure that health and safety requirements are adhered to as stipulated in the Occupational Health and Safety Act, 2003
3. Employees are obliged to apply for sick leave from office before taking sick leave
4. Employees are encouraged to enroll their family members to NSSF Medical Benefit so as to assist them and their families for medical cost.

10.0 DEATH AND BURIAL SERVICES

1. In case of death of an employee, the Employer shall provide **Tshs 1,500,000/=** as condolences which amount will also assist to transport the body to the burial place, linen and coffin.
2. In case of Death of a dependent registered in the Employee's bio data form, the employer shall provide **Tshs 400,000/=** as condolences to the Employee. Provided the employee provides a Death Certificate as proof of death.
3. In addition to the Condolence paid the employee shall also be entitled to a compassionate leave of 7 calendar days that include any weekend and public holiday that falls in between.

11.0 ANNUAL LEAVE

1. Annual leave shall be according to the Employment and Labour Relations Act, 2004
2. An employee shall be entitled to be paid travel allowance/leave allowance of **Tshs 50,000/=** on each annual leave.
3. Sick Leave

An employee shall be entitled to sick leave of 140 in every 36 months of consecutive employment

- The first 70 days shall be paid full wages
- The second 70 days shall be paid half wages
- An employer shall not be required to pay for the employee sick leave if such employee fails to produce a medical certificate.



12.0 MATERNITY LEAVE

1. A Female employee, upon giving birth, shall be entitled to the following:-
 - a. 89 days paid maternity leave upon delivery of one child.
 - b. 105 days paid maternity leave upon delivery of more than one child at the same time
 - c. Maternity leave with full pay shall be granted in every three years of consecutive employment maximum four terms
 - d. Where an employee is breast-feeding she shall be allowed 2.5 hours during working hours for breast feeding for at least 3 months after returning to work

13.0 PATERNITY LEAVE

1. Male employees, upon birth of their child, shall be entitled to four (4) days paid paternity leave within the first Week (7) days of the birth of a child.
2. Paternity and Maternity leave is among forms of leave which shall not be affected by any other form of leave.

14.0 EMPLOYEES EDUCATION AND TRAINING

1. Employees shall be given opportunity to strengthen their knowledge through various trainings organized by both the Employer and the trade union including occupational health and safety at workplace. The Employer shall prepare schedule and timings of those trainings

15.0 BEST EMPLOYEES

The management shall set guidelines and procedures of selecting best employees to participate in May Day every year.

16.0 LONG SERVICES AND RETIREMENT

The management may assist in the process of claiming retirement benefit/pension from respective Social Security where retiring employee was contributing.

17.0 SEVERANCE PAY

1. The Employer shall pay severance pay to terminated employees as per labour laws.
2. The reasons whereby the employee is entitled to Severance pay are:
 - In case of Retrenchment
 - In case of Retirement
 - In case of termination on Medical Ground after a solid proof
3. The employer's obligation to pay severance pay shall not apply to an employee who is terminated on grounds misconduct or capacity, compatibility or operational requirements of the Employer but who unreasonably refuses to accept alternative work with that employer or any other employer
4. The rate of severance pay is equal to the **half of the employee's monthly basic salary** for each completed year of service.

18.0 PARLIAMENTARY ACTS AND LAWS OF THE UNITED REPUBLIC OF TANZANIA

1. This agreement shall not contravene Parliamentary Acts and Laws of the United Republic of Tanzania
2. Incase of any amendments in this agreement by either party, the party intending to amend the agreement shall notify the other party in writing of its intention. Thereafter the parties



shall meet to discuss the proposed amendments and the same shall be concluded within thirty (30) days after receipt of the notice.

3. The amendment(s), as agreed upon and endorsed by both parties, shall be part of this agreement and shall be binding.

19.0 DURATION OF THE AGREEMENT

1. This agreement shall be valid for the period of 24 months effective from this 22 day of February 2017.

20.0 BOTH PARTIES OFFICIALS

We the undersigned agree the terms and conditions of this CBA on behalf our workers.

1. For and On behalf of TPAWU:

Name CECILIA GASPER Signature [Signature]
Zonal Secretary

Name PHILIP MESHAKI Signature [Signature]
Branch Chairman

Name NAIKOSAMURAN NAILO Signature [Signature]
Branch Secretary

ZONAL SECR
TPAWU
ARUSHA

2. For the Company:

Name S. van Lankveld Signature [Signature]
Managing Director – Fides Tanzania Ltd

FIDES TANZANIA LTD
P.O. BOX 1304
ARUSHA - TANZANIA

21.0 WITNESS OF THE AGREEMENT

This agreement has been concluded on 22 this day of February 2017

a. Witnesses

1. DAUDI AWE
Name

HRM - FIDES (T) LTD
Designation

2. _____
Name

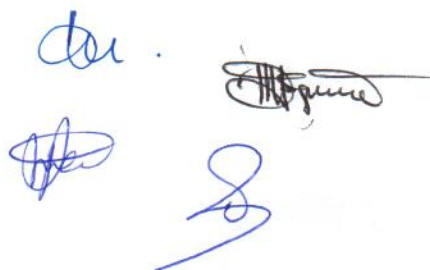
Designation

[Signature]

22.0 GENERAL

1. This agreement constitutes of the entire agreement between two parties and no amendments shall be binding unless the amendment is reduced to writing and consented and signed by both parties
2. This agreement shall come into effect on the date of signing

Dated this 22 day of 02 2017

Four handwritten signatures in blue ink are located at the bottom of the page. The signatures are arranged in two rows: the top row has two signatures, and the bottom row has two signatures. The signatures are stylized and appear to be in blue ink.