

# COLLECTIVE BARGAINING AGREEMENT 2013 Between TANZANIA UNION OF INDUSTRIAL AND COMMERCIAL WORKERS FIELD BRANCH OF TPCC And TANZANIA PORTLAND CEMENT COMPANY

- 1. INTRODUCTION
- 2. DEFINITIONS
- 3. GENERAL PROVISIONS
- 4. RECOGNITION
- 5. PEACE AND OBLIGATION
- 6. LEAVING COMPANY EMPLOYMENT
- 7. RETRENCHMENT, REDUNDANCY AND LAY-OFF
- 8. TUICO FIELD BRANCH OFFICIALS
- 9. INCENTIVES
- 10. DEATH AND FUNERAL
- 11. PROTECTIVE CLOTHING/GEAR AND COMPENSATION
- 12. LEAVE
- 13. ANNUAL SALARY ADJUSTMENT
- 14. CANTEEN MEALS
- 15. EDUCATION
- 16. FURNITURE ALLOWANCE
- 17. LITIGATION ALLOWANCE
- 18. SPORTS AND RECREATIONAL ACTIVITIES
- 19. TAXATION
- 20. INTERPRETATION

# COLLECTIVE BARGAINING AGREEMENT 2013 Between TANZANIA UNION OF INDUSTRIAL AND COMMERCIAL WORKERS FIELD BRANCH OF TPCC And TANZANIA PORTLAND CEMENT COMPANY

Principles:

Provisions under Parliamentary enactments, like Employment and Labour Relation Act, Labour Institutions Act, Workman's Compensation, Occupational Health and Safety Act as repealed from time to time are not repeated in this Agreement.

Provisions covered in the Company Staff Regulations as reviewed from time o time are not repeated in this agreement.

## 1. INTRODUCTION

Two parties hereto, the Tanzania Union of Industrial and Commercial Workers (hereinafter referred to as TUICO) Field Branch of Tanzania Portland Cement Company Limited on behalf of its members of the one part and Tanzania Portland Cement Company Limited (hereinafter referred to as TPCC) of the other part, do hereby declare that they have agreed to establish and sign this Collective Bargaining Agreement with a view' of promoting better working relationships and regulate terms and conditions of service for the employees of the Company in areas stated therein the agreement.

## 2. DEFINITIONS

In this Agreement, unless the context otherwise requires:-

AGREEMENT Means this Collective Bargaining Agreement 2013/2014.

AGENCY SHOP Means a Union security arrangement in terms of which employees in a bargaining unit, who are not members of the recognized trade union, are required to pay an agency fee to the Trade Union.

BOARD Means the Board of Directors of TPCC as appointed by the Shareholders as per the Memorandum and Articles of Association.

CHILD Means the Employee's unmarried child, child born out of wedlock, legally adopted child or child of a deceased near relative aged 18 years and below as evidenced by proper and accepted Birth/Adoption Certificate and who is wholly maintained by the employee. No age limit for a disabled child due to mental or physical infirmity hence a fully dependant of an employee, provided that such disabilities should be approved by the Company Medical Practitioner.

COMPANY Means the Tanzania Portland Cement Company Limited as registered with the Registrar of Companies.

CONTRACTUAL EMPLOYEE Means a worker employed by Tanzania Portland Cement Company Limited on a renewable specified time contract period of minimum twelve months.

DISCUSSIONS Means joint meetings of any level between leaders of TUICO TPCC Field Branch and Management of TPCC discussing matters affecting the Employees and the Company.

**EMPLOYEE** Means a worker employed by Tanzania Portland Cement Company Limited on specified or/and unspecified terms of employment. Employees who are currently (effective 1M January 2013) under specified period upon renewal of contract it will be not less than thirty six (36) months renewal period. Employees on special tasks (or projects) are not covered under this definition.

**EMPLOYER** Means Tanzania Portland Cement Company Limited

**FAMILY** Means the Employee's marital spouse and up to six youngest children aged up to and including 18 years. Children above 18 years but not above 23 years can be included if they are full time students of registered secondary school or education/vocational center/institution. For all relevant family members, personal particulars accompanied with the necessary and accepted relevant documents evidencing the same shall be registered in the Company's record/Personal File. A disabled child due to mental or physical infirmity hence a fully dependent of employee, will remain a family member with no age limit provided that such disabilities should be-approved by the Company Medical Practitioner.

**LABOR COURT** Means Labor Court as a division of High Court of Tanzania as ascribed in the Labor Institutions Act no. 7 of 2004.

**LAY-OFF** Means a temporary separation of an Employee from employment, without prejudice as a result of slack work in the company or because of other reasons not associated with termination for lawful cause, resignation or retirement through sickness or injury.

**MANAGING DIRECTOR** Means the Chief Executive Officer of TPCC.

**MEDICAL BOARD** Means a team of Occupational Medicine Practitioners appointed by the Company or its agent to asses and provide expert medical opinion on the health condition of suitability of an employee to continue to perform the job one is employed to do, following a prolonged illness without improvement.

**MEMBER** Means an Employee of TPCC who has joined TUICO TPCC Field Brach and pays membership fees every month.

**PLACE OF DOMICILE** Means

- a. The Employee's home District and village as evidenced by proper and accepted records;
- b. For female Employee under (a) above, the address may change after first legal marriage and official denouncement of the originally declared place of domicile

**RECONCILIATION/ MEDIATION** Means settlement of a dispute in pursuance of trade and/or labor harmonization or in pursuance of natural justice as in accordance with the Employment and Labor Relations Act of 2004, Labor Institutions Act no. 7 of 2004, Occupational Health and Safety Act of 2003, Workmen compensations Act or other Labor Laws as amended from time to time or repealed by newly enacted laws.

**REDUNDANCY** Means the act of terminating un-needed surplus Employees to requirement of the company or for other reasons not associated with dismissal for lawful cause, resignation and retirement through sickness or injury but does not include termination of employment through lay-off, or on completion of a task work contract or of specified limited period contract.

**RETRENCHMENT** Means the act of terminating or reorganizing employment contracts' necessitated by the Employer's decision to restructure and reorganize various company operations with a view' to reducing costs and increasing efficiency.

**SPOUSE** Means the Employee's marital partner as evidenced by proper and accepted marriage certificate.

**STAFF/ REGULATION** Means TPCC existing staff regulations currently in force and amended from time to time.

**TRADE/DISPUTE** Means disputes arise from the Employer and Employee failing to reach an amicable solution over an issue which calls third party intervention in order to find a solution in accordance with and pursuant to the Commission for Mediation and Arbitration or Labor Court provisions.

**TUICO** Means Tanzania Union of Industrial and Commercial Workers.

**UNION** Means Tanzania Union of Industrial and Commercial Workers or TUICO.

### 3. GENERAL PROVISIONS

#### 3.1 Title

The Title of this agreement is TPCC Collective Bargaining Agreement of 2013 signed between TUICO TPCC Field Branch and TPCC as parties to the Agreement.

#### 3.2 Applicability

The provisions of this agreement shall apply to all Employees as defined in section 2.

#### 3.3 Effective date and validity

The agreement shall come into effect from 1st January, 2013 and shall be valid for a period of two years up to and including 31st December, 2014.

#### 3.4 Amendment

The parties to this Agreement may mutually agree to amend or delete any paragraph in this Agreement during the period of validity in sub-section 3.3 above.

### 4. RECOGNITION

#### 4.1 Recognition of TUICO TPCC Field Branch

TPCC shall recognize and acknowledge TUICO TPCC Field Branch as the sole representative of its members.

#### 4.2 Recognition of TPCC

TUICO TPCC Field branch shall recognize TPCC Management as the only qualified Administrative Body in the context of this Agreement.

#### 4.3 Meetings between TUICO TPCC and TPCC Management

There will be conducted meetings between TUICO TPCC Field Branch and TPCC Management on quarterly basis to discuss matters affecting promotion of productivity and efficiency, harmonious working relations and employee's welfare. Under special circumstances meetings will be held more frequently as agreed between the parties of this Agreement. Either party will forward proposed dates and agenda for the meetings with at least three days notice.

#### 4.4 Union Dues/Fees

##### 4.4.1 TUICO Membership

Both parties have agreed that joining the Union is voluntary and that:-

a) Every employee who is a TUICO member shall authorize in writing in the prescribed form the Employer to deduct membership fee of two percent (2%) of his monthly remuneration and /or as will be amended from time to time according to the TUICO Constitution.

b) TUICO and the Employer have concluded a Collective Agreement providing for an agency shop for which employees that are non - TUICO members within the Bargaining Unit are required to pay TUICO a monthly agency fee of 1.8% from their basic salaries.

##### 4.4.2 Remittance of TUICO Membership and Agency Fee

Both parties have agreed that the Employer shall be responsible in deducting the fees in 4.4.1 above and remit same on check - off system into the following Accounts:-

a) TUICO Membership fee Account for deductions made from remuneration of employees who are TUICO members; and

b) Agency fee Account for deductions made from employees who are non - TUICO members.

## 5. PEACE AND OBLIGATION

Both parties hereto undertake to honor this Agreement and to promote industrial peace and Productivity. TUICO TPCC Field Branch on its part will ensure that Employees assist Management in fulfilling its obligations, avoiding waste of resources, respecting the confidentiality of certain matters including trade secrets, act honestly and work for continued and increased productivity; and that both parties realize their obligations to Owners of the Company (Shareholders), Managers (Management), Customers (Clients) and Fellow Employees and Society at large.

## 6. LEAVING COMPANY EMPLOYMENT

### 6.1 Terms of Notice

In the event of cessation of employment other than termination for lawful cause and resignation, the Employer shall give the below terms of notice in months or pay in cash in lieu of such notices:

Table 6.1: Terms of Notice

Service Period	01-02	03-MI	M2-M3
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After probation to 2 years	1	2	3
Above 2 years up to 5 years	2	2	3
Above 5 years	3	3	3

#### 6.2.1 Compulsory Retirement Benefits for employees with unspecified period of employment

An Employee with an unspecified period of employment shall, on reaching the normal retirement age of sixty years, receive from the Employer both statutory and non-statutory benefits as follows:

- a) Notice according to one's job grade and length of service as per table 6.1 above.
- b) Salary including outstanding overtime hours to date of end of employment by retirement.
- c) Payment for accrued outstanding annual leave days but not exceeding 56 days, if any:
- d) NSSF (NPF) or PPF benefits and Jubilee Insurance administered Staff Pension Scheme benefits and/or Group Endowment Assurance Scheme benefits in accordance with the Rules of each scheme.
- e) Fare to place of domicile for the Employee and family.
- f) Cash 20% of fare above to the Employee as sundry costs.
- g) Per Diem allowance based on the length of journey.
- h) Luggage/baggage allowance to place of domicile depending on one's salary scale as per bellow table:-
- i)

Table 6.2.1(h): luggage weights on retirement

01-02	03-M1	M2 and above
3000 kgs	4000 kgs	5000 kgs

- i) A monetary reward, at the time of retirement, of TZS. 1,500,000 to be reviewed annually,
- j) One month's salary times the number of complete years in service
- k) Cement as per the below table at the time of retirement.

Table 6.2.1 (k): Cement receive on retirement

Length of service	Tonnage cement

10 years	17 tons
	22 tons
11-15 years	27 tons
16-20 years	32 tons
21 -25 years	37 tons
26-30 years	37 tons plus 7 tons per completed year of service above 30 years.
31 years and above	

NOTE: No cash will be paid in lieu of cement.

#### 6.2.2 Terminal Benefits for employees with specified periods of employment

An employee with specified period of employment shall, at the expiry of his /her contract with TPCC and subject to non renewal of the contract, receive only once for all from the Employer the following statutory and non -statutory benefits:-

- a) Notice according to one's job grade and length of service as per table 6.1 above.
- b) Salary including outstanding overtime hours to date of end of employment by contract expiry.
- c) Payment for accrued outstanding annual leave days but not exceeding 56 days, if any:
- d) NSSF pension/lump sum payment including Group Endowment Assurance scheme and/or Jubilee Insurance administered Staff Pension scheme benefits in accordance with the scheme procedure.
- e) One month's salary times the number of complete years in service, minimum one complete year of service.
- f) Fare to place of domicile for the employee and family.
- g) Cash 20% of fare above to the Employee as sundry costs.
- h) Per Diem allowance based on the length of journey.
- i) Luggage/baggage allowance to place of domicile depending on one's salary scale as per bellow table:-

Table 6.2.2 luggage weight at non-renewal of contract

01-02	O3 – M1	M2 and above
3000 kgs	4000 kgs	5000 kgs

- j) Monetary reward, at the time of expiry of contract, of TZS 1,500,000/=
- k) Cement as per the below table at the time of expiry of contract.

Table 6.2.2(k) cement receivedat none renewal of contract

Length of service	Tonnage cement
5-10 years	17tons 22 tons
11-15 years	27tons
16-20 years	32tons
21-25 years	37tons
26-30 years	37tons plus 7tons per completed year of service above 30 years.
31 years and above	

NOTE: No cash will be paid in lieu of cement

### 6.3 Voluntary Retirement Benefits

The normal statutory retirement age is sixty (60) years. However, an Employee may volunteer for retirement at age fifty five by writing an application to Management. Subject to approval by the Managing Director and the Employee signing a consent form annexed herewith this Voluntary Agreement as attachment 1, a voluntary retiree, will be given benefits befitting normal retirement package plus a per centum of his/her annual salaries for the remaining years to normal retirement age of sixty (60) years as per table 6.3 below.

Table 6.3 Additional Voluntary Retirement Benefits

Employee Salary Grade	01-02	03-MI	M2-M3
Per centum of annual salaries	Eighty eight (88)	Seventy five (75)	Sixty five (65)

### 6.4 Company and/or Employee Initiated Early Retirement Benefits

6.4.1 The company may require an Employee and/or the Employee may consult the Company to take early retirement at age below fifty five (55) due to the following reasons or unlikely events or circumstances:-

- (i) Unproved and or circumstantial poor work performance due to incapacity caused by aging contrary to age recorded in personal file.
- (ii) Need for a higher skilled person in any position and there is no position available for the replaceable employee.
- (iii) Other circumstantial disciplinary breaches (no proved gross misconduct) done by Employee following consultation and agreement between Employee and Management to take early retirement.

6.4.2 If an agreement is reached by the retiring Employee signing a consent form annexed

Here with this Voluntary Agreement as Attachment 2, retirement benefits for such an employee will be as follows:-



a) If the Employee is within five years of retirement, retirement benefits will be those befitting normal retirement package plus a per centum of his /her annual salary for the remaining years to retirement age of sixty years as per table 6.4 here below:-

Table 6.4 Additional Early Retirement Benefits

Employee Salary Grade	01-02	03-MI	M2-M3
Per centum of annual salaries	Eighty eight (88)	Seventy five (75)	Sixty five (65)

b) If the Employee is further than five years from normal retirement age, the compensation will be as in 6.4.2(a) above, plus additional amount to be negotiated between the retiring Employee and Management

#### 6.5 Retirement on medical grounds

Benefits for retirement on medical grounds will be as in clause 6.4.2 of this CBA.

#### 6.6 Terminal Benefits in General

Every Employee who will leave Company employment through lawful termination (including death) or retirement will receive terminal benefits befitting the applicable mode of exit from the Company as per clause 6.2 above of this Voluntary Agreement, the laws of the Land and Staff Regulations amended from time to time shall be applicable.

## 7. RETRENCHMENT, REDUNDANCY AND LAY-OFF

### 7.1 Notification

Where the need for an exercise of retrenchment and/or redundancy arises, the Employer shall by written notice inform the TUICO TPCC Field Branch giving out the reasons and the number of Employees to be affected by the exercise.

### 7.2 Consultation Meeting

The Employer shall arrange for a consultation meeting with TUICO TPCC Field Branch to discuss and agree on how to carry out the retrenchment and/or redundancy exercise.

### 7.3 Retrenchment and/or Redundancy Agreement

There shall be a written implementation agreement between the Employers on the one hand and the TUICO TPCC Field branch on the other hand before a retrenchment and/or redundancy exercise is affected. The Agreement shall show:

- a) The criteria to be used to determine the positions/persons to be retrenched/declared redundant;
- b) A list of all benefits to those who will be declared redundant/ retrenched subject to revision based on the company's financial capability,
- c) The procedure to be followed including the channels of appeal.

### 7.4 Lay-off

Whenever it becomes necessary to lay off some of the Employees for a specific period of time, the Employer shall, in writing, inform the TUICO TPCC Field Branch of such intention. Mean while, the Employer shall immediately convene a meeting to discuss the intended lay-off. After an Agreement is reached, Employees subject to lay off exercise shall be informed in writing. It shall clearly be stated whether they will be paid salary or not during the period of which they shall be off the job and the duration of such lay off.

## 8. TUICO FIELD BRANCH OFFICIALS

Where there will be a need to retrench/lay off a person in a given position and that person is a TUICO TPCC Field Branch official, Management shall meet and discuss with TUICO TPCC Field Branch committee the reasons and procedure to effect such a retrenchment/lay-off.

## 9. INCENTIVES

### 9.1. Long Service Award

#### 9.1.1. Employees on unspecified period of employment

The company shall give long service awards of Twiga cement extra in kind or in monetary equivalent to all employees engaged on unspecified period with TPCC in accordance with the length of service as per the below table:

Table 9. 1: long Service Award.

Length of service	Award
5 completed years	13 tons
10 completed years	15 tons
15 completed years	17 tons
20 completed years	19 tons
25 completed years	22 tons
30 completed years	26 tons
31 completed years and above	8 tons of cement per completed year of service above 30 years.

Delivery within larger Dar-es-salaam area will be on Company Account.

NOTE: No cash will be paid in lieu of cement.

#### 9.1.2. Employees on specified period of employment

The company shall give long service awards of 5 tons of Twiga extra cement to all employees with specified periods of employment on completion of every two consecutive years of service with TPCC. No cash will be paid in lieu of cement. Delivery within larger Dar-es-salaam area will be on Company Account.

### 9.2 May Day Celebrations

### 9.2.1 Best/Ingenious Worker (s) Award

Before every May Day (Workers' International day) Celebrations, Management will select thirteen (13) Best Workers and one (1) Ingenious Worker based on work performance. Award for a Best Worker will be TZS 600,000 plus tax while that for the Ingenious Worker will depend on the contribution made by that Worker but not less than TZS 2,000,000/= plus tax.

### 9.2.2 Participation of TPCC in May Day Celebrations

(a) When celebrations are held in Dar es Salaam, best Workers, TUICO Branch members and agreeable number of employees to be given May Day outfit and transport to venue of celebrations.

(b) When celebrations are held outside Dar es Salaam, One Ingenious Worker, if any, two TUICO TPCC Field Branch members plus 5 workers and Management rep to be provided with May Day outfit and duty travel allowances as on duty outside work station.

### 9.3 Driving License Renewal and Passport Fee

The company will pay for the renewal of driving licenses for Employees engaged to drive registered company vehicles and also pay passports fee for those Employees traveling on duty abroad.

### 9.4 Sickness Allowance

A sickness allowance of TZS 25,000 per day will be paid only during hospitalization period.

## 10.DEATH AND FUNERAL

### 10.1 Death of an Employee

When an Employee, appointed on permanent/temporary/contractual terms of service dies, whether such death occurs while on leave, the Employer shall contribute towards funeral costs as follows:

- a) Make a payment of TZS.700, 000 to cover coffin. Wreath and shroud, etc.
- b) Meet expenses of transporting the deceased's body up to the burial place as will be agreed upon between TPCC and the bereaved family members
- c) Make a payment of TZS. 1,200,000 where an Employee is buried without the company incurring any transport costs.
- d) Make a payment of TZS. 1.200,000 as company condolence to the bereaved family
- e) Meet on duty travel allowances for up to five Employees including a management representative escorting the deceased when transporting by road services or for two Employees when transporting by air.
- f) Make a payment of TZS, 1,200,000' being TPCC Employee's condolence to the bereaved family which shall be equally recoverable from the Employees' salaries the following two immediate payroll months.
- g) For terminal benefits, section 6.5 of this Agreement will apply.
- h) An advance equivalent to three months' salary of the deceased employee should be paid to the registered spouse within three months. The advance will be deducted from the terminal benefits.

## 10.2 Death of a family member/biological parent

Where a family member or biological parent of an Employee appointed on

Permanent or temporary or contractual terms of service dies the following contribution will be given:

a) TZS 1,200,000/= as company condolence

b) Make a payment of TZS 1,200,000/= being TPCC Employee's condolence to the bereaved family which shall be equally recoverable from the Employees' salaries the following two immediate payroll months in case of death of a registered family member or biological parent.

## 11.PROTECTIVE CLOTHING/GEAR AND COMPENSATION

### 11.1 Entitled personnel

Employees not working in an office will be provided yearly with two sets of uniforms or other protective clothing depending on the nature of work as detailed in the table below:

Table 11.1: Uniforms

Operations, Maintenance and Procurement	Two overall or two overcoats per year, safety boots one pair per year, a helmet once only, rubber boots in three years if required  Note: only if required
Drivers	Two pairs of shirts and trousers per year and one pair of shoes every two years.
Packing plant operators only.	Gloves and aprons to be replaced as they get worn-out.
Sales office staff	Uniforms (skirt, blouse and scarf or shirt, trouser and tie) two pairs every year and one pair of shoes every two pairs every year and one pair of shoes every two years.

### 11.2 Safety equipment and protective Gear

Safety equipment and protective gears will be supplied to all employees as per requirement of work environment. The company shall provide to every new employee with any relevant material for building awareness on safety.

#### Penalty for failure to put on uniforms/protective gear

All uniforms and protective gears including Employee ID CARDS/BADGES supplied to Employee shall be worn and Employee ID card/Badge displayed visibly during working hours as per nature of work without default. An Employee who has been given company uniforms/protective gears but fails to put it on shall be subject to a penalty of TZS 10,000 after three occurrences. The penalty will be deducted from Employee's salary and shall be recorded in the Employee's Personal file.

### 11.3. Workmen's Compensation

When an Employee dies or suffers temporary or permanent partial incapacitation arising from work environment related diseases or accident, he will be compensated as assessed by an Area Labor Officer in accordance with the Workmen's Compensation Act as amended from time to time. Management has to make a frequent follow' up of such compensation to enable payment within six months after the assessment from Labor Officer.

## 12. LEAVE

### 12.1 Annual leave

In addition to the statutory 28 days annual leave and the two days granted by the company for traveling, if a public holiday falls within the annual leave period being taken, it will be added to that annual leave.

### 12.2 Maternity leave

If a public holiday falls within the statutory 84 days maternity leave and the two days granted by the company for traveling, it will be added to that maternity leave.

### 12.3.Paternity leave

Seven days paternity leave shall be granted to a male Employee whose female spouse has delivered, the leave will be allowed within thirty days after discharge of his spouse from a hospital.

### 12.4.Sick leave

An Employee on sick leave shall be entitled to 12 months full pay. After the period of 12 months until the date of retirement on medical grounds as recommended by a medical board and approved by the Management, the sick Employee will be on half pay.

## 13. ANNUAL SALARY ADJUSTMENT

At the end of each year TPCC Management will meet with TUICO TPCC Field Branch to discuss and consider a review and adjustment of Employee's annual salaries so as to maintain the cost of living. The adjustment will be based on inflation rates in Tanzania and the performance of the Company. The adjustments will be implemented in January of each year.

## 14. CANTEEN MEALS

In order to promote health, efficiency and productivity, the Employer will provide Employees with fully subsidized meals in the Company canteen. Meals standards shall be assessed by the Health and Safety Committee.

## 15.EDUCATION

### 15.1.Education allowance

An amount of TZS 1,500,000 per year of this Agreement will be paid every January to every employee who has a registered child aged 2.5 years to 23 years at an approved kindergarten or primary school or secondary school or education/vocational center/institution as assistance for children education.

15.2 Reference materials including books, journals etc, will be available where it is required but not necessarily at HR Division.

## 16. FURNITURE ALLOWANCE

The Company will pay an amount of TZS 325,000 to every employee every year as Furniture Allowance.

## 17. LITIGATION ALLOWANCE

An amount of TZS 30,000/- will be paid per day as litigation allowance to a TUICO TPCC Field Branch Committee member and/or any other Employee on account of his/her attendance at the CMA and or Labor/ Civil Court sessions on litigations involving TPCC.

## 18. SPORTS AND RECREATIONAL ACTIVITIES

To an extent that the Company's financial situation will allow, the Company will provide Employees with sports facilities to enable them get recreational activities.

## 19. TAXATION

All benefits in cash or in material under this Agreement are subject to taxation in accordance with the tax laws of the Land.

## 20. INTERPRETATION

### 20.1 Parliamentary Act

This Agreement is not, in any manner, intended to replace or act contrary to any Parliamentary Act. Where any section or provision of this Agreement tends to contravene any Parliamentary Act, such Parliament Act shall override the respective provision or section.

### 20.2 TPCC Staff Regulations

The Company shall provide to every new employee with a set of staff regulations and disciplinary procedure code. Where any provision or section in this Agreement will give an improvement to the Employees compared to the Company Staff Regulations, then the provision of this Agreement shall prevail. The Staff Regulations shall be transparent and TUICO TPCC Field Branch will be informed in case of amendments affecting this Agreement.

### 20.3 Financial Ability

Benefits under this Agreement might be deferred if the company's financial ability does not allow.

### 20.4 Expiry of Agreement

At the end of this Agreement, at least three months before the expiry date of 31st December, 2014, either party can request for negotiations of a new Agreement. The negotiations must be concluded within the three months before the above expiry date and the new Agreement shall commence on the next day after the expiry date and signing it. Should the negotiations go beyond the expiry date; the Agreement will remain valid and applicable till the new one is signed. Should neither party

request for new negotiations, the running Agreement will be deemed renewed for another twelve (12) months automatically.

#### 20.5 Contract Guardian

Any change of ownership either by all or part or change of the Company name shall not affect/infringe on this Agreement unless under section 3.4 herein above. Likewise, any change of TUICO Field Branch office bearers shall not affect/infringe on this Agreement unless under section 3.4 herein above

#### 20.6 Difference in Interpretation

Where there will be any difference arising in the interpretation of this Agreement, both parties shall openly and with due transparency deliberate together with a view to find a satisfactory solution, and if need be, through the Commission for Mediation and Arbitration or the labor Court or High Court or Court of Appeal of Tanzania.

This Agreement has been entered upon and witnessed this ...14thDay of December, 2012.

For and on behalf of:

TANZANIA PORTLAND CEMENT COMPANY LTD (TPCC)

TANZANIA UNION OF INDUSTRIAL AND COMMERCIAL WORKERS

KINONDONI REGIONAL SECRETARY