IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA

LABOUR DIVISION

AT MOSHI

LABOUR REVISION NO. 27 OF 2021

(Arising from Labour Dispute No. CMA/KLM/MOS/ARB/110/2020 of the Commission for Mediation and Arbitration of Kilimanjaro at Moshi)

KKKT DAYOSISI YA KASKAZINI UMOJA LUTHERAN HOSTEL..... APPLICANT

VERSUS

MECKSON SHAYO.....RESPONDENT

JUDGMENT

06/07/2022 & 02/08/2022

SIMFUKWE, J.

KKKT Dayosisi ya Kaskazini Umoja Lutheran Hostel hereinafter referred to as the Applicant filed this application after being aggrieved with the award of the Commission for Mediation and Arbitration (herein after referred to as CMA) in Labour Dispute No. CMA/KLM/MOS/ARB/110/2020 of Moshi dated 25th June, 2021. The application was brought under **section 91 (1)(a), section 91 (2) (b) (c)** and **section 94 (1) (b) (i) of the Employment and Labour Relations Act, No. 6 of 2004, Cap 366 R.E 2019** (ELRA); read together with **Rule 24(1) (2) (a) (b) (c) (d) (e) and (f) and 24(3) (a) (b) (c) and (d) and Rule 28 (1)(b) (c)**

(d) and (e) and Rule 55(1)(2) of the Labour Court Rules, GN No. 106 of 2007, The Applicant prayed for the following orders:

1. *That, this Honourable court may be pleased to call upon the records of the Commission for Mediation and Arbitration at Moshi for purpose of revising the whole proceedings and decision pertaining to an Award in a labour Dispute designated as MGOGORO WA KIKAZI NAMBA CMA/KLM/MOS/ARB/110/2021 delivered on 25th day of June 2021 by Hon G.P.Migire (Arbitrator) to satisfy itself as to correctness, legality regularity and propriety.*
2. *That upon revising the said decision, this honourable court be pleased to overrule the whole decision of the Commission for Mediation and Arbitration of Moshi and to grant the Applicant the substantive claims presented in the Affidavit in support of this Application.*
3. *Any other relief(s) and order(s) as this honourable court may deem fit and proper to grant.*

The application was supported by an affidavit sworn by Ms Rebecka Peter, learned advocate for the applicant which was contested by the counter affidavit sworn by the Respondent.

The factual background of the dispute is that, the respondent was employed by the applicant as an Accountant at various working stations. He was transferred to different places; the last place of work being Umoja Lutheran Hostel. The Respondent's employment contract became sore when he was served with notice of termination his employment through the letter dated 22/10/2020 on allegations that he was displaying inappropriate behavior towards clients and colleagues, he failed to fulfill

the legitimate duties entrusted to him and disobeying the instructions of his Chief Staff.

Following such allegations, the applicant conducted the Disciplinary Committee meeting. Following the outcome of the disciplinary Meeting, the applicant wrote a termination letter. Subsequently to such termination, the respondent instituted a Labour Dispute before the CMA which was decided in his favour. The CMA found that the applicant herein terminated the employment of the respondent unfairly and unprocedurally. It awarded the respondent a total of Tshs 34,252,589 being 12 months salaries as compensation for unfair termination, salary arrears, one month salary in lieu of notice, two months' salaries for two annual leaves of 2019 and 2020 and severance pay. Dissatisfied by the CMA award, the applicant herein preferred this application for revision on the following grounds that:

i. *The Trial Arbitrator erred in law and fact by failing to evaluate the evidence which was before him.*
ii. *The trial Arbitrator erred in law and fact by manufacturing facts and evidence not submitted before him by neither the Applicant nor the respondent and using all such facts and evidence in reaching his decision in favour of the Respondent.*
iii. *That the trial Arbitrator misdirected himself in arriving at a decision that there was no valid reason for termination of the Respondent's employment.*
iv. *That the Trial Arbitrator erred in law and in fact by disregarding undisputed evidence brought to him by the Applicant and not consider the same in his decision.*

v. *That the Trial Arbitrator omitted to consider the submission made before him on the incredibility of the Respondent as a witness and the weakness of the evidence submitted during trial.*

vi. *That the Trial Arbitrator erred in law and in fact by reasoning that the disciplinary hearing was not conducted fairly whilst both parties admitted having a fair hearing.*

vii. *That the Trial Arbitrator erred in law and fact by awarding the Respondent payment for compensation for unfair termination amounting to 16,930,320/- in the presence of fair reasons and fair procedure for termination.*

viii. *The Trial Arbitrator erred in law and fact by awarding the Respondent payment of salary arrears to the tune of 9,292,220/- in the inclination that salary payment was done against the Respondent whilst the Respondent held a top management position therefore no decision could be made against his will and further did not consider that the Respondent made no complaint about the deductions until 6 months later when his employment was terminated.*

ix. *That the Trial Arbitrator erred in law and fact by awarding payment in lieu of leave for the year 2019 and 2020 the total of which was 2,821,720/- while the Respondent had already enjoyed his leave.*

x. *That the Trial Arbitrator erred in law and fact by ruling that the Respondent's salary at the time of termination*

was 1,410,860/- when evidence showed that the salary was 150,000/-

xi. *The Trial Arbitrator erred in law and fact to make conclusion in favour of the respondent who had failed to prove his case on balance of probabilities.*

xii. *The Trial Arbitrator erred in law by failing to apply the Best Evidence Rule in the right time and place.*

The application was argued orally. Ms. Rebecka Peter learned counsel argued the application for the applicant, while Mr. Manase Gideon Personal Representative from TASIWU, opposed the application for the respondent.

In support of the application, the applicant's advocate on the outset stated that their prior intention to settle the matter amicably did not mean that their application has no merit. That, they did so as a religious institution with good faith.

Ms. Rebecka adopted her affidavit in support of this application to form part of her submission.

She submitted that the Arbitrator did not evaluate evidence which was adduced before him properly as the decision was against a wrong person since the employer of the respondent was the Principal Secretary as shown at page 5 of the CMA ruling.

Ms. Rebecka also submitted that the issue that there was no valid reason for termination at page 7 of his ruling the Arbitrator based on facts which were not raised by any party. The words like *'wateja walijenga chuki'* were the findings of the Arbitrator which Ms. Rebecka was of the view that the same influenced his decision. She stated that the decision of the court

must be based on evidence adduced before it. To cement her argument, she referred the court to the case of **Ismail Rashid vs Mariam Msati, Civil Appeal No. 75 of 2015 CAT at DSM** at page 9, first paragraph.

On that basis she prayed the court to find that what was done by the CMA was illegal thus the matter should be ordered to be retried.

The applicant's advocate also challenged the reliefs granted to the respondent by the CMA in respect of salary arrears, leave payment and severance pay.

Concerning salary arrears, Ms Rebecka submitted to the effect that before the CMA, the respondent herein alleged that he was claiming salary arrears at the tune of Tsh 9,292,220/=. In its ruling, the CMA ordered the said amount to be paid. However, according to the adduced evidence the respondent was not entitled to be paid such amount of money as it was impossible for him to deduct his own salary unlawfully. That, the respondent herein was the one who was responsible for preparing salaries of employees including his salary. That the issue of salary arrears was an afterthought which raised after termination of employment of the respondent. He had never claimed for the same prior to his termination. Thus, the Arbitrator erred to order payment of the salary arrears.

Regarding payment of leave, Ms Rebecka challenged it by arguing that **section 31(7) of ELRA** was contravened. That, the employee had never requested for leave and denied. The employee being part of management it was not possible to deny his right to vacation. Therefore, the Arbitrator erred to order that the respondent was entitled to leave payment.

Regarding severance pay, it was submitted that the Arbitrator erred by ordering the same as **section 42(3) of ELRA** prohibits payment of severance pay where termination is on the ground of misconduct.

The learned counsel submitted further that the law prescribes unfair termination either for lack of valid reasons for termination or for failure to comply to termination procedures. **Section 37(1) and (2) of ELRA** is relevant. The learned advocate referred to the case of **Vedastus Ntulanyenka and 6 Others vs Mohamed Trans Ltd, Labour Revision No. 4 of 2014**, at page 18 last paragraph, HC at Shinyanga which discussed the issue of misconduct, that:

> *"(iv) To promote the employer's business and act in good faith. This duty is automatically the consequence of any employment. This duty exists even if it does not expressly form part of the employment contract. It is not even regarded as an implied term of the contract, but an integral part of the contract."*

Ms Rebecka argued that the facts of this case fit the facts of the case of **Vedastus Ntulanyenka** (supra). That at page 15 of the same decision justifiable reasons for termination pursuant to **Rule 12(3) of GN No.42 of 2007** are gross dishonesty and gross insubordination. Thus, in this case reasons for termination were the same and were proved before the disciplinary hearing.

Ms. Rebecka also referred to **Rule 9(4)(a) of GN No.42 of 2007** which prescribes another reason for termination to be the behaviour of the employee.

Moreover, it was the learned advocate's submission that before the CMA, there was no dispute that the respondent was accorded right to be heard

and representation. She argued that the aim of the law is not to prohibit employers from disciplining their employees rather to comply to the prescribed procedures. **Rule 13 of GN No.42 of 2007** is to the same effect. Thus, in this case the Arbitrator departed from evidence which was adduced before him.

Ms. Rebecka also contended that the respondent was not entitled to payment of notice.

On the strength of the above submission, the applicant's advocate prayed this application to be granted and set aside the decision of the CMA.

Opposing the application, Mr. Manase Gideon, Personal Representative for the Respondent prayed to adopt the counter affidavit of the respondent to form part of their submission. He argued that the decision of the CMA was justifiable and complied to the law.

Mr. Manase submitted that the allegations against the respondent that he had solicited for bribe and that he had no good relations with his fellow employees were not proved by the applicant before the CMA. He said that they expected that the employer could have summoned those who were asked for bribes to testify before the CMA. However, the said customers of Umoja Hostel did not testify before the CMA. That the CMA accorded an opportunity for each party to call witnesses but the employer failed to call the Principal Secretary to testify before the Commission.

On the issue of salary arrears, Mr. Manase replied that the applicant had not stated the salary of the respondent at the time when he was terminated. He argued that the respondent's salary was Tshs 1,410,860/= and they managed to prove the same before the CMA by producing a salary slip (Exhibit D2).

Mr. Manase contended that the arrears were Tshs 9,291,220/= and the employer was aware of the said arrears. That they proved before the CMA with a letter dated 17/11/2020 (Exhibit D4). Also, the said arrears were part of the claims which were filled in Form No. 1 (CMF 1).

Responding to the claim that the respondent was supposed to sue the Principal Secretary, it was submitted that the respondent was employed by KKKT DAYOSISI YA KASKAZINI as an experienced qualified accountant. That, he worked on different working stations of the applicant including the Headquarters, Vunjo Secondary School and Umoja Hostel where he was terminated.

Concerning the reasons for termination, the advocate for the respondent submitted that the CMA found out that the reasons for termination of employment of the respondent were not substantiated. The amount of bribe solicited was not mentioned, date, time, place and how the said bribe was solicited was not stated.

On the reason that the respondent had no good terms with his fellow employees, Mr. Manase responded that the said employees were not called to testify. He submitted that termination of employment of the respondent was coupled with malice without any valid reason.

Responding to the allegations that the respondent was not obedient to his employer, it was stated that the respondent was obedient to his employer and that these allegations were not proved.

As far as procedures of terminations are concerned, Mr. Manase submitted that the employer did not comply to the laid down procedures. That, two disciplinary hearing were conducted but no minutes of the said hearing were produced before the CMA or the hearing form. The respondent was

suspended from work pending investigation, however, to date the outcome of the said investigation was not served to the respondent and no copy of the said investigation was tendered before the Commission.

That, the Disciplinary Hearing Committee decided that Meckson should be terminated. He appealed to the Board Chairman who never heard him. Also, the respondent was told orally that he should refer his appeal to the Principal Secretary. Thereafter, on 22/10/2020 the respondent was terminated.

Mr. Manase submitted further that **section 39(1) of ELRA** provides that the employer should prove beyond reasonable doubts the misconducts of an employee. That, in the instant case the employer failed to prove the misconduct of the respondent. Thus, the CMA complied to the provision of **section 40 of ELRA** to award the respondent.

Mr. Manase was of the view that the award was justified and the CMA was satisfied that the respondent deserved to be paid all his claims as prayed. He urged this court to enhance the awarded compensation if it finds the same justifiable.

It was the opinion of Mr. Manase that this dispute was supposed to be referred to the PCCB which could have investigated into the matter and dealt with the respondent accordingly. However, the employer did not refer the matter to the PCCB.

The Personal Representative of the respondent prayed the matter to be dismissed with costs.

In rejoinder, Ms. Rebecka responding to the allegations that those who testified before the Disciplinary hearing did not testify before the CMA and

that the minutes of the said Disciplinary Hearing were not tendered before the Commission, stated that evidence which was adduced before the CMA was in respect of the issues which were in dispute and not otherwise. That, it was not disputed that the disciplinary hearing was conducted, witnesses testified and the respondent (employee) attended the said Disciplinary hearing together with his representatives. She referred to **section 7 of the Evidence Act, Cap 6 R. E 2019** which provides that:

> *"Subject to the provisions of any other law, evidence may be given in any suit or proceeding of the existence or non-existence of every fact in issue, and of such other facts as are hereinafter declared to be relevant, and of no others."*

On the basis of the above provision, it was Ms. Rebecka's argument that evidence should be tendered in respect of facts which are in issue. Thus, the employer was right.

Ms. Rebecka also noted that, the respondent had not disputed the fact that he was the one who used to prepare salaries and other payments. That, the claim of salary arrears was introduced after the dispute had risen thus the same was an afterthought.

Further to that, the respondent's counsel insisted that evidence was adduced against the Principal Secretary and the decision was against Umoja Lutheran Hostel which is under the Principal Secretary who is the Employer. That's why it has been alleged that the respondent worked on different working stations.

Ms Rebecka prayed to reiterate her submission in chief and prayed the court to grant this application.

I have considered the submissions of both parties, the affidavit of the applicant's counsel, the counter affidavit of the respondent and the CMA record. I am of considered opinion that issues for determination are:

1. *Whether there were valid reasons for termination of Employment of the respondent.*
2. *Whether the employer adhered to fair procedures.*
3. *To what reliefs each party may be entitled to?*

The above issues will categorically discuss all the grounds of revision as raised and submitted by the applicant.

Starting with the first issue; this covers the 1st,2nd, 3rd, 4th, 11th and 12th grounds of revision as stated under paragraph 10 of the affidavit of the applicant's counsel. The learned counsel for the applicant argued that the Arbitrator did not evaluate the evidence before him which led him to decide against the wrong person. That, the respondent's employer is the Principal Secretary. She also argued that there were valid reasons for termination of the respondent and that the Arbitrator based his decision on the facts which were not raised by any party.

Concerning the allegations that the ruling was against the wrong person. Mr. Manase for the respondent replied that the respondent was employed by KKKT DAYOSISI YA KASKAZINI and worked on different working stations.

Before the CMA, the applicant did not raise such concern. However, looking at the transfer letters as well as other documentary evidence including the termination letter, it reveals that the respondent was employed by KKKT DAYOSISI YA KASKAZINI and signed by Principal

Secretary. Basing on that fact, it is my considered observation that the employer is KKKT DAYOSISI YA KASKAZINI and not Principal Secretary. Thus, the learned advocate for the applicant misdirected herself by claiming that the decision was against the wrong person.

Another allegation is found under paragraph 10(i) of the affidavit that the Arbitrator failed to evaluate the evidence and that he manufactured the facts and evidence not submitted before him giving the example of the words like '***wateja walijenga chuki***'. The Personal Representative of the respondent argued to the contrary.

This allegation referred me to the ruling of the CMA. I keenly passed through the same especially from page 7 last paragraph where the Arbitrator had this to say:

> *"Katika mazingira hayo hapo juu Tume imeona kwamba wateja hao walimzushia Meckson Shao tuhuma za uongo na kuziripoti kwa Katibu Mkuu wa Dayosisi ili kumharibia kazi. Ni wazi kwamba wateja hao walijenga chuki kutokana na namna Meckson Shayo alivyokuwa anatekeleza wajibu wake kwa uweledi. Maelezo ya Mlalamikaji hapo juu yanajieleza vizuri jinsi ambavyo hao wateja walikuwa wanajaribu kwenda kinyume cha utaratibu kwa maslahi yao binafsi."*

The above quoted paragraph speaks for itself. That, it was the opinion of the Arbitrator and not the facts of either party to the dispute. Also, the above paragraph is not the only reason which was relied upon by the Arbitrator in reaching into conclusion that the termination of the

respondent was unfair. Thus, the allegation that the Arbitrator relied upon the facts which were not submitted by the parties is misplaced.

Turning to the issue as to whether there were valid reasons for termination of employment; Ms. Rebecka argued that there were valid reasons for termination of employment which are gross misconduct and insubordination. Mr. Manase argued that there were no valid reasons since the alleged reasons were not substantiated before the CMA.

The law governing matters of termination is the **Employment and Labour Relations, Act,** (supra) and **the Employment and Labour Relations (Code of Good Practice Rules) 2007, GN No. 42 of 2007 (Code of Good Practice).** For ease reference I quote the provisions hereunder. **Section 37(2) and (4) of ELRA**, provides that:

> *"(2) A termination of employment by an employer is unfair if the employer fails to prove-*
>
> *(a) that the reason for the termination is valid;*
>
> *(b) that the reason is a fair reason-*
>
> *(i) related to the employee's conduct, capacity or compatibility; or*
>
> *(ii) based on the operational requirements of the employer, and*
>
> *(4) In deciding whether a termination by an employer is fair, an employer, arbitrator or Labour Court shall take into account any Code of Good Practice published under section 99."*

Rule 9 (3) of Code of Good Practice (supra) provides that:

"...the burden of proof lies with the employer but it is sufficient for the employer to prove the reason on balance of probabilities...."

In the case of **St. Joseph Kolping Secondary School vs Alvera Kashushura (Civil Appeal 377 of 2021) [2022] TZCA 445** at page 12 the Court of Appeal had this to say in respect of termination of employment:

"Termination of service is said to be fair according to section 37(2) if it is based on fair and valid reasons and carried out in observance of fair procedures stipulated in the provisions of ELRA. The fairness requirement under the ELRA emanates from the provisions of Termination of Employment Convention 158 of 1982, which establishes the core elements of the employee's rights as to include requirement for valid reason for any termination. The Convention recognizes three valid reasons as misconduct, incapacity and operational requirements which have been duly incorporated in section 37(2) (b) (i) and (ii) of the ELRA."

The Arbitrator at page 7 to 9 of the Award when dealing with this issue elaborated the reasons to substantiate that the termination was unfair. At page 7 he said that:

"Katika mazingira hayo hapo juu Tume imeona kwamba wateja hao walimzushia Meckson Shao tuhuma za uongo na kuziripoti kwa Katibu Mkuu wa Dayosisi ili kumharibia kazi. Ni wazi kwamba wateja hao walijenga chuki kutokana

na namna Meckson Shayo alivyokuwa anatekeleza wajibu wake kwa uweledi. Maelezo ya Mlalamikaji hapo juu yanajieleza vizuri jinsi ambavyo hao wateja walikuwa wanajaribu kwenda kinyume cha utaratibu kwa maslahi yao binafsi."

At page 8 he continued to say that:

"Pamoja na yote hayo mbele ya Tume hii hao wateja (Domitilda Urassa, Mama Anita Mamuya na John Ngowi) hawakufika kutoa Ushahidi. Pia muhtasari wa kikao cha nidhamu haukuletwa mbele ya Tume ili kuona Ushahidi wa hao wateja. Hata Fomu ya kusikiliza Shauri (hearing form) haikuletwa mbele ya Tume kama Kielelezo.

Hata Ushahidi wa mchunguzi (DW-2) Victor Mshana hauonyeshi chochote cha maana kuhusu tuhuma hizo za rushwa. Uchunguzi wake ulielekea kwenye mambo mengine ya uwasilishaji wa returns za kodi na VAT...."

The arbitrator continued to state that:

"Tuhuma za rushwa ni nzito na zinachafua jina la mhusika hivyo zinapaswa kufanyiwa uchunguzi wa kina na kuthibitishwa ipasavyo. Ushahidi uliotolewa mbele ya Tume haujitoshelezi na wala haukuthibitisha kosa la rushwa wala tabia isiyofaa."

Basing on the reasons stated by the Arbitrator, I am convinced that his findings were justified. That, there was no enough evidence presented before the CMA to substantiate the allegations posed against the

respondent. Pursuant to the case of **St. Joseph Kolping Secondary School** (supra) and **Rule 9(3) of Code of Good Practice,** the employer herein was duty bound to prove that the termination was based on valid reasons. That, the applicant should have presented before the CMA evidence to prove the allegations that the respondent was displaying inappropriate behavior towards clients and colleagues, he failed to fulfill the legitimate duties entrusted to him and that he disobeyed the instructions of his Chief Staff. That, the said clients were not called before the CMA to testify. Even the amount which was alleged to be solicited by the respondent from those clients were unknown. Evidence of DW2 was to the effect that he audited the respondent and found that the respondent did not present the report. However, there was no documentary evidence tendered to substantiate the claims as rightly decided by the Arbitrator. Moreover, there was no single witness who was a fellow employee who testified to prove the allegations that the respondent herein had no good terms with his fellow employees.

Basing on these findings, I am of considered view that there were no valid reasons for termination of the respondent's employment.

Coming to the second issue *Whether the employer adhered to fair procedures for termination;* **Rule 13 (1) to 13 (13) of Code of Good Practice Rules** (supra) provide for the procedures to be adhered to in termination of employee's employment.

The applicant's advocate was of the view that the procedures were followed and the employee was accorded right to be heard. Mr. Manase argued that the procedures were not followed since no minutes were tendered before the CMA. That, the respondent was suspended from work

pending investigation which to date the outcome of the said investigation have not been served to the respondent.

While dealing with this issue, the Arbitrator concluded that the procedures were not followed on the reason that the Investigation report which was conducted by DW2 was not produced before the Commission. Also, the Disciplinary hearing minutes were not tendered to prove that the same complied with the law and procedures.

In the case of **Sharifa Ahmed vs Tanzania Road Haulage 1980 Ltd, Revision No. 299 of 2014, Labour Division, DSM,** it was held that:

> *"What is important is not the application of the Code in the checklist fashion, rather to ensure that the process used adhered to basics of a fair hearing in the labour context depending on circumstances of the parties, so as to ensure that, act to terminate is not reached arbitrarily,"*

It was Ms Rebecka's argument that the procedures were complied with since the respondent was accorded right to be heard.

With due respect to Ms. Rebecka, right to be heard is not the only requirement to be adhered in the disciplinary hearing. Other procedures must be complied with. In order to conclude that the hearing followed the laid down procedures, the Minutes of the Disciplinary meeting must be presented before the CMA for scrutiny to ascertain if at all the same complied to the law. Thus, the learned Arbitrator reasoned well that there was no documentary report tendered before the CMA to ascertain if the Disciplinary hearing was conducted according to the law.

The last issue is on reliefs granted to the respondent. Ms. Rebecka challenged the same in respect of salary arrears that the respondent was not entitled as it was impossible for him to deduct his own salary unlawfully as he was the one who was preparing salaries.

With due respect to Ms. Rebecka, the claim of salary arrears was proved on balance of probabilities that the respondent claimed the same through the letter dated 7/11/2020 (exhibit D4). The respondent also tendered Exhibit D2 which is a salary slip. The applicant did not give evidence to dispute the claim of salary arrears. Thus, the allegations that it was the respondent who was preparing salaries cannot hold water at the revision stage. Moreover, the employer's witness **Sista Kimambo (DW-3)** at page 12 of the typed proceedings of CMA stated that:

> *"Alilipwa mshahara pungufu toka April,2020 wakati akiwa kasimamishwa kazi."*

Other claims like the allegations that the respondent did not deserve to be awarded payment of leave and severance pay cannot stand on the reason that the same were not disputed by the applicant by producing evidence to the contrary. Being the employer, the applicant had the onus of proving that the respondent did not deserve to be paid the alleged claims. However, the CMA records show that the respondent was issued with notice of 28 days dated 22/10/2020. Thus, payment of Tshs. 1,410,860/= in lieu of notice was not justified. At page 9 of his ruling at paragraph 3, the learned Arbitrator mentioned the said notice.

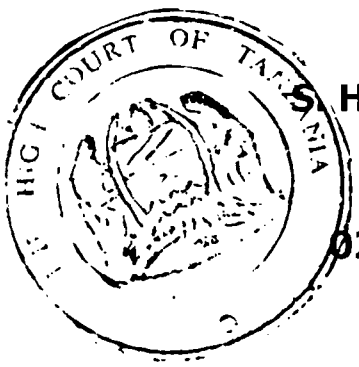
Therefore, since the respondent was unfairly terminated as established above, it is the opinion of this court that he was properly awarded as required under **section 40(1), 43 and 44 of the ELRA,** save for the

award in respect of notice. Thus, I find no basis to fault the Arbitrator's well-reasoned findings.

In the upshot, I partly grant this application in respect of notice only, I dismiss the rest of the application and uphold the CMA award. Therefore, the respondent is entitled to be paid Tshs. 32,841,729/= only, after deducting one month salary in lieu of notice from the total awarded amount. Since this is a labour dispute, no order as to the costs.

It is so ordered.

Dated and delivered at Moshi this 2nd day of August, 2022



S. H. SIMFUKWE

JUDGE

02/08/2022