IN THE HIGH COURT OF UNITED REPUBLIC OF TANZANIA
LABOUR DIVISION

AT MWANZA

LABOUR REVISION No. 21 OF 2021

(Originating from the decision of the Commission for Mediation and Arbitration, Labour Disputes No. CMA/MZ/ILEM/414/2019/24/2020)

BETWEEN

ALIETH ALOYCE.. APPLICANT

VERSUS

TANZANIA POSTS CORPORATION .... RESPONDENT

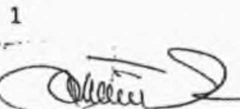
JUDGMENT

19th November, 2021 & 10th February 2022

TIGANGA, J

This judgment is in respect of an application for Labour Revision No.21 of 2021 filed by a notice of application and chamber summons supported by an affidavit sworn and filed by **Alieth Aloyce**, hereinafter referred to as the applicant.

The application was preferred under section 91(1)(a) (b) and (2)(a)(b) and (c) as well as section 94(1)(b)(i) of the Employment and Labour Relations Act No. 6 of 2004, (as amended by section 14(b) of the



Written Laws (Miscellaneous Amendment) Act No. 03 of 2010, Rules 24(1), 24(2) (a), (b), (c), (d), (e), (f), 24(3), (a), (b), (c) and (d) 28(1) (c)(d) and (e) of the Labour Court Rule GN No. 106 of 2007 and any other enabling provisions of the law.

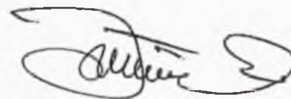
The applicant herein calls upon this court to grant the following orders;

(i) To revise and set aside the whole award of the; Commission for Mediation and Arbitration at Mwanza, delivered by Hon. Safina Msuwakollo (Arbitrator) on 08th day of March, 2021.

(ii) To declare that the Award dated 08th March, 2021 delivered by the Commission for Mediation and Arbitration was improperly procured due to procedural irregularities and illegalities at the mediation and Arbitration stages.

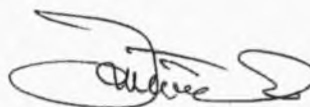
(iii) Any other relief and/or further orders the Court may deem fit to grant.

Briefly, the background of this dispute as reflected in the record and affidavit sworn in support of the application is that the appellant was employed by the respondent with effect from 13/07/2015 as Post Clerk III

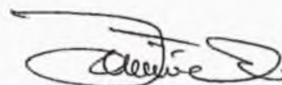


and posted at Mwanza duty station. She served in that capacity for four years up to when she was terminated. Her termination can be traced way back on 13/07/2019 when she was called in the office of the acting manager, and told that she caused a loss of Tshs. 5,000,000/= which was occasioned at Ngudu and Misungwi stations and that she was supposed to pay the money or else she would be terminated from employment. Following that threat by the acting manager she on that day paid Tshs. 500,000/=. However between 21/03/2019 up to 26/03/2019 there was auditing at her duty station where the Internal Auditor found the loss. Following that discovery by Internal Auditor, she was called by her manager in the presence of the Internal Auditor and told that he caused the loss of Tshs. 4,944,200/= at Misungwi and Ngudu Post Offices and an insistence was made that she pay that money.

According to her evidence, she on that date paid Tshs. 1,000,000/= and was given an official receipt to acknowledge the receipt of that money. She was also instructed to commit herself when would she pay the remaining unpaid balance which commitment she made in writings. The receipts and the commitment letter were collectively tendered and admitted as exhibit AB-1.



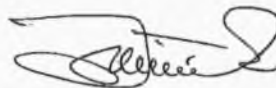
It is also on record that, on 28/04/2019, she received the charge sheet i.e exhibit AB-2, which was dated on 10/04/2019 it required her to file her defence which she filed. That was before she received a letter on 03/06/2019 informing her to attend the disciplinary committee on 10/06/2019, i.e. exhibit AB-3. She attended in response of that summons but the hearing was adjourned to another date. On 19/07/2019, she received another letter concerning the hearing which was to be conducted on 26/07/2019 at Posta House Dar Es Salaam, i.e exhibit AB-4. That letter informed her that she had a right to have a personal representative of own choice but at her costs and was allowed to call witnesses to defend her. She said she attended but without the representative and witness because she had no money to pay for their costs as the hearing was conducted in Dar es Salaam, a place far from her work place in Mwanza. After the hearing, the disciplinary hearing committee decided that, she be terminated. However, she was given the right of appeal against the decision. On 02/08/2019 as reflected in exhibit AB-5 she appealed against the disciplinary committee but on 21/10/2019 she was informed that her appeal had failed. The decision of appeal is exhibit AB-6 and she was



handed over the termination letter, i.e exhibit AB-7 written on 30/07/2019 but it was served to her on 21/10/2019.

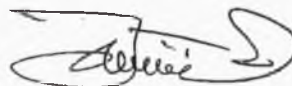
According to her, he was also served with the cheque with her all entitlement, but she was told that the amount should be used to pay the unpaid balance on the money which she caused loss or else she would face an economic charge. That amount did not manage to clear the liability, it had a deficit of Tshs. 18,500/= which she paid through a bank pay-in slips, i.e exhibit AB-8 collectively. It was after she had done all these when she decided to lodge the complaint before the CMA.

Before the CMA, she complained of unfair termination. However after full hearing, the CMA was satisfied that there were valid reasons for termination as there was enough evidence most of the evidence being the applicant's own admission to have caused the loss, through a letter of self commitment to pay, her conduct of paying Tshs. 1,500,000/= when she was still in employment and the defence which she actually advanced against the charge, which all were quoted in verbatim in the award given by the CMA. The other reason is that, what she was blamed to have committed was the disciplinary offence in the code of conduct, and it is a known misconduct with its sanction also known.



Regarding as to whether the employer followed fair procedure in terminating the respondent, the CMA, was of the view that the procedure was followed because the employee was given a chance to present her defence. Regarding the complaint that she failed to pay the costs of the representative and the employer said she is not responsible to cater for those costs, the CMA found that it is not the responsibility of the employer to cater for the costs of the personal representative of owner choice of the employee.

That it was the responsibility of the employee herself and had she needed one she would have asked for the adjournment up to when she would have been financially stable to manage for the costs of her personal representative. It was further the finding of the CMA, that the employer played his part in terms of rule 13(1),(2),(3),(4),(5),(6),(7),(8),(9),(10),(11),(12), and (13) of the Employment and Labour Relations (Code of Good Practice), GN No. 42 of 2007. Following that findings, the matter was dismissed for the failure of the applicant to establish her claim.



In this application, the applicant advanced six a grounds which she considers as procedural irregularities and illegalities which are to be based upon by the court to revise the award.

i. That, mediation was improperly conducted out 30 days prescribed period of time from the referral of the dispute without an extension thereof.

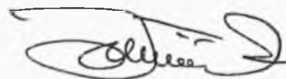
ii. The respondent was represented by a person unknown to the Commission without a legal Notice of representation as required by law.

iii. That the non settlement form was signed by the person not a party to the dispute and without legal mandate.

iv. That the award was improperly procured for being delivered out of 30 days prescribed period of time.

v. That the Arbitrator failed to reasonably assess the evidence tendered and the testimonies of witnesses in regard to the unfairness of termination.

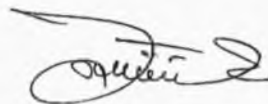
vi. That the arbitrator failed to reasonably consider the submission filed in showing how termination was unfair.



The application was opposed by the respondent by filing a notice of opposition and the counter affidavit sworn by one Sabina Yongo, learned State Attorney from the office of the Solicitor General who said to have been assigned to take the conduct of the matter at hand. In the counter affidavit the learned state attorney deposed that she noted the fact that the applicant was employed by the respondent since 13/07/2015 but avers that the applicant was terminated for committing the offences of misappropriation of corporations fund and gross dishonest which was a serious offence to justify termination. It was further deposed that he was terminated fairly and by following the procedures for termination provided by the law.

Further more, she deposed that the non settlement deed was issued and signed on the part of the respondent by Mr. Aggrey Mheche, Principal Post Officer, a principal officer of the respondent who was authorized to do so and the applicant did not oppose the same, something which shows that there is no miscarriage of justice.

The allegation that the arbitrator did not analyse the evidence is vehemently disputed, as according to her, the arbitrator properly analysed the evidence adduced by the applicant which clearly showed that the



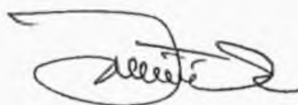
termination was fair and that the award issued by the commissioner was not in any way tainted with illegality or irregularities and there was no any miscarriage of justice.

At the hearing of this application, the applicant had no representation; she was in person, while the respondent was represented by Ms. Sabina Yongo, learned State Attorney.

From the background of the dispute as reflected from the record, the motion documents which include the Notice of application, the chamber summons, the affidavit and counter affidavit as well as the submissions filed in support and against the application shows that the main complaint as reflected in, the 1st, 2nd, 3rd, and 4th grounds is based on non compliance of the provision of the procedural laws by CMA in the award.

The first ground raises a complaint that, mediation was improperly conducted out 30 days prescribed period of time from the referral of the dispute without an extension thereof.

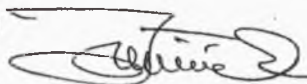
In her submission filed in support of this ground the applicant submitted that she referred her dispute to the CMA on 19/11/2019 where and the same was mediated and a certificate of non-settlement issued on 27/02/2020 which was 101 days from the referral contrary to section 86(4)



of the Employment and Labour Relations Act No. 06 of 2004 read together with Rule 16(4) of the Labour Institution (Mediation and Arbitration) Rules GN. 64 of 2007 which provides that, the mediator shall resolve the dispute within thirty days of the referral or any longer period to which the parties agree in writing.

Since, in this case mediation was conducted in 101 days without extension, the applicant prays that, the award was improperly procured and such irregularity renders the whole mediation conducted invalid which irregularity affects the award, thus the applicant prays the court to revise the decision and order fresh mediation in compliance with the law.

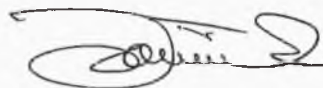
In the reply submissions filed by the learned State Attorney for the respondent, she submitted regarding the first ground for revision that she in fact conceded that, mediation was conducted out of 30 days. However, she said that delay was justified by the reasons that the CMA was to first determine the preliminary objection filed by the respondent before conducting mediation. It is her submission that it was after the ruling which disposed the preliminary objection, parties consented on the proposed mediation date and by mediation being conducted on the date which was



agreed, there was no miscarriage of justice caused to the applicant and if any then the applicant did not plead the same in her sworn affidavit.

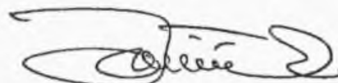
From the above submission there is no dispute that section 86(4) of the Employment and Labour Relations Act No. 06 of 2004, which provides that, subject to the provisions of section 87 of the same Act, the mediator shall resolve the dispute within thirty days of the referral or any longer period to which the parties agree in writing. Section 87 of the same Act to which the application of section 86(4) has been subjected, in its subsection (1)(a)(b) and (2)(a)(b) empowers the mediator to extend period within which to conduct mediation, while rule 16(4) of the Labour Institution (Mediation and Arbitration) Rules GN. No. 64 of 2007 which has also been referred to by the applicant insists on the issuance of mediation certificate within 30 days after mediation.

The issue remains to be, what are the consequences of non compliance of the law? While entirely agreeing that the provision which is alleged to be violated is couched in the mandatory terms, I find however that, it does not seem to have taken into account the situation where, there may be some other proceedings to be conducted before mediation like in this case, where the preliminary objection was raised, which by



practice needs to be resolved before mediation has been conducted. Moreover, one would probably say, that, that would have been the fit case in which the extension of time would have been granted in terms of section 87(1)(a)(b) and (2)(a)(b) of ELRA, or where the parties would have agreed in writing for a longer period than the prescribed one, as provided under section 86(4) of the same Act. Now that has not been done what is the consequence of that non compliance?

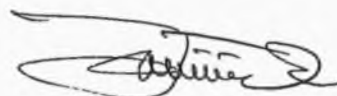
Currently position of the law is that, not every noncompliance with the law vitiates the proceedings and the decision reached. This position has been blessed in a way by the amendment of the law, which introduced the principle of overriding objective, as introduced by the Written Laws (Miscellaneous Amendments) (No. 3) Act, 2018 [Act No. 8 of 2018] which now requires Courts to focus on the substantive justices rather than being swayed by procedural technicality. With this position, a new principle, "a prejudice principle" has been formulated. Under this principle, a mere complaint by a party that there is non compliance of the law is not enough, that person needs to go a step further and establish that, the non compliance prejudiced his right. One of such good example is the decision



in the case of **Ally Ramadhani Shekindo and Another vs R**, Criminal Appeal No. 532 of 2017.

In this case, the applicant did not tell the court through his affidavit or submissions filed in support of the application, how that failure to conduct and complete mediation within 30 days, prejudiced her. It should also be noted that, she has not disputed the fact that there was a preliminary objection which was to be argued and disposed by the CMA before mediation was conducted, and that after the ruling which overruled the preliminary objection, she was aware that 30 days had already lapsed, however she did not advise for the formalisation of the proceeding, that insinuates that, she condoned that non compliance and the only conclusion is that it did not prejudice her. That said, I find the 1st ground to have no merit, it is hereby dismissed.

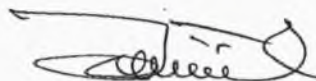
The second and third grounds for revision are that the respondent was represented by a person unknown to the Commission without a legal notice of representation as required by law. Also, that, that person signed who was not a party to the dispute, signed a non settlement form without legal mandate.



In support of these two grounds, the applicant submitted that, one Aggrey Mhecha who represented the respondent at mediation is not known in the whole CMA record contrary to section 86(6)(a) and (b) of the Employment and Labour Relations Act (supra) which requires a party before the CMA to be represented by an official of the trade union or employers organization or an Advocate or a representative of ones own choice. However, Aggrey Mhecha who appeared for the respondent does not fall in any of the categories of representatives listed above, thus making the proceedings in which he appeared and signed to be in violation of the law.

Regarding these two grounds i.e the second and third grounds, the learned State Attorney submitted that, the non settlement deed was signed by Mr. Aggrey Mhecha who is not a stranger, but the Principal Post Officer of the respondent who was dully authorized to sign the deed of non settlement in the representation of the respondent.

She reminded the court of the provisions of Article 107A (2) (e) of the Constitution of the United Republic of Tanzania read together with section 3A and 3B of Civil Procedure Code [Cap 33 R.E 2019] which requires the court to deliver justice without being tied up by technicalities



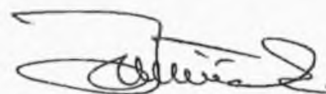
provisions which obstruct justice. In her view, these provisions entails the principle of overriding objective which requires the court to deal with substantive justice rather than dwelling on technicalities. She invited the court to rely on the decision of **Bruno Charles Matalu & Another vs Ndala Hospital,** Labour Revision No.20 of 2018, High Court of Tanzania at Tabora (Unreported) at page 4 where it was held that,

> *".........wherein this court observed that the days when one would almost invariably get away with Technical points of law and avoid going into merits of the case are part of history."*

In these two grounds, the provisions which were alleged to have been not complied with is section 86(6)(a) and (b) of the ELRA, (supra) which provides that,

> *"86(6) In any mediation, a party to a dispute may be represented by- (a) a member or an official of that party's trade union or employers' association; (b) an advocate; or (c) a personal representative of the party's own choice.*

Now, looking at the nature of these two grounds, the complaints is based on non compliance of the provisions hereinabove cited, it should be equally noted that although it has not been proved by the record that there is no notice of representation filed introducing the so called Aggrey Mhecha

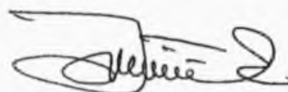


as a personal representative, it has not been disputed that the respondent is a legal person and that being a legal person, it acts through its officials and principal officers.

In law, the requirement to file the notice of representation is provided under rule 43(1)(a)(b) of the Labour Court Rules, GN No. 106 of 2007, which provides that;

> *"A representative who acts on behalf of any party in any proceedings shall, by a written notice advice the Registrar and all other parties of the following particulars-*
>
> *(a) The name of the representative*
>
> *(b) The postal address and place of employment or business and any available fax number e-mail and telephone number"*

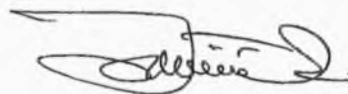
Form the provision herein above, the notice of representation is a requirement before the Labour Court to inform the Registrar and the other party or parties, the particulars of the person to be served with the process. It does not seem to be the requirement at CMA and especially during mediation. Further more reading between lines the provisions of rules 12 to 17 of the Labour Institutions (Mediation and Arbitration) Rules, 2007 GN. No. 64 of 2007, it is apparent that the proceedings for mediation are intended to be scheduled and end at that stage and nothing of it shall



be carried to arbitration. Further more, it should be noted that, had there been any complaint that the person who signed, the non settlement certificate was not authorised then that complaint was supposed to be coming from the respondent, who fortunately did not raise such a complaint.

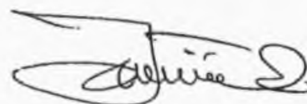
It is worthy to note with emphasis that, the way the complaint itself was raised was an afterthought. This finding is based on the fact that, the applicant did not raise the objection when she got an order that, the application was to be heard exparte, neither did she raise it during the time when mediation was conducted despite the fact that she had all the information that the person who so appeared had no notice of representation. Last but not least, the applicant did not at any point tell the court how she was prejudiced by the non compliance complained about. That being the state of affairs, I also find these two grounds to be without merits.

The fourth ground for revision which raises the complaint that the award was improperly procured for being issued out of the prescribed period of thirty days. She submitted in support of the this ground for revision that, section 88(9) of the Employment and Labour Relations Act



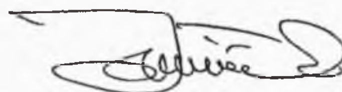
(supra) provides that the award must be issued in within thirty days from the date of conclusion of hearing. In this case the submissions were completed on 05/02/2021 but the award was issued on 08/03/2021 which is 34 days after its conclusion of hearing. She cited the case of **Bulyanhulu Gold Mine Ltd vs Samson Hango & 11 Others**, (Labour Revision No. 07 of 2019), Labour Court at, Shinyanga, in which it was held that, an award issued out of 30 days as per law suffices to be nullified. That is why the applicant is asking for the nullification of the award for being improperly procured.

On this the learned State Attorney submitted that, the ground is baseless because although the same was issued beyond the prescribed time, there is no miscarriage of justice caused by the award being issued beyond 30 days. The applicant was heard exparte and was fully given right to be heard but failed to prove that the termination was unfair. In that regard, it is her submission that, the case of **Bulyanhulu Gold Mine Ltd vs Samson Hango & 11 Others** (supra) is distinguishable as its facts are different from the case at hand. In her views, while the **Bulyanhulu Gold Mine Ltd case,** (supra) was heard interpartes the case at hand was heard exparte without the involvement of the respondent.



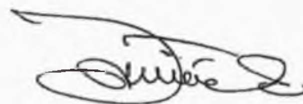
After assessing the submission made in support and against this ground, this too is based on the non compliance of the law by issuing an award out of 30 days contrary to the law cited herein above. Basing on the holding in the preceding grounds, and taking into account the facts that the dispute was heard exparte, and taking into account the provision of article 107A (2) (e) of the Constitution of the United Republic of Tanzania read together with section 3A and 3B of Civil Procedure Code [Cap 33 R.E 2019] which require Courts to focus on the substantive justices rather than being swayed by procedural technicalities and taking into account the "prejudice" principle which requires the party not only to allege the non compliance but also to prove that such non compliance prejudiced him or her as held in the case of **Ally Ramadhani Shekindo and Another vs R**, (supra) and **Bruno Charles Matalu & Another vs Ndala Hospital,** (supra). I thus find this ground to be devoid of merit, it is therefore dismissed.

The fifth ground for revision raises the complaint that, the arbitrator failed to reasonably asses the evidence tendered, and the testimony of witnesses with regard to the fairness of termination. In support of this ground for revision she submitted that the CMA missed the point when he



failed to apply the principle in section 39 of the Employment and Labour Relations Act (supra) which provides that the burden of proof in termination cases are on the shoulder of the employer, but to the contrary, in this case, the burden of proof was put on the shoulder of the applicant as if she terminated herself. On that, the court was referred to page 23 of the proceedings.

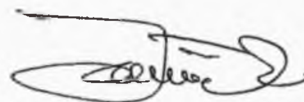
Further to that, it was submitted that the arbitrator reasonably failed to appreciate that, the applicant was initially punished and ordered to pay for the purported loss even without any investigation report or any hearing. In her submission, referring at page 5 of the CMA award, the applicant submitted that she was told to pay Tshs. 5,000,000/=or else she would be terminated. According to her, this clearly shows how the applicant was intimidated and forced to pay the monies without even a hearing, which facts amounts to denial of the right to hearing contrary to the rule of Natural Justice and Article 13 of the Constitution of the United Republic of Tanzania, as well as rules 12 and 13 of the Employment and Labour Relations (Code of Good Practice), Rules GN. No. 42 of 2007 which requires fairness of the procedure and reasons before imposing a sanction to an employee. Furthermore the fact that the disciplinary hearing was



conducted in Dar es Salaam, and after the applicant had already paid Tshs. 1,500,000/=means that, he begun to serve the penalty before hearing.

Last on that ground is that, the requirement to attend the hearing in Dar es Salaam made her fail to fully enjoy the right to be heard as she could not manage to assemble witnesses from Mwanza, where she works, to Dar es Salaam where the hearing was to be conducted on her own costs. She also submitted that despite the fact that, during the hearing, she asked the hearing to be scheduled at Mwanza where she was working and his fellow staff could assist her in her defence, the employer refused as evidenced by page 6 of the CMA award. It is on that base the applicant asks the court to find that the procedures were flouted and the applicant was condemned unheard, by being denied a right of representation.

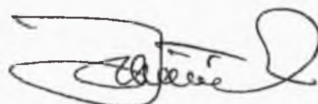
Regarding the sixth ground for revision, which raises a complaint that, the arbitrator failed to reasonably consider the submission filed in proving how the termination was unfair. The applicant submitted that, her submissions she filed at CMA was never considered anywhere during determination of the matter. In her view failure to consider the submission is fatal as had the same been considered the award could not have been the same.



Regarding these two last grounds, the learned State Attorney submitted that, these grounds ran short of merits. The base of that submission is that, the arbitrator properly evaluated and assessed the evidence before her which without any malingering of doubt showed that the termination was procedurally and substantively fair.

Regarding the complaint that the arbitrator shifted the burden of proof to the applicant, she submitted that this case was heard exparte without the defendant defending her case, therefore it was the duty of the applicant to prove on the balance of probability that her termination was unfair.

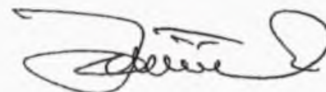
Regarding the complaint that the applicant was not afforded opportunity to be heard, she submitted that, the applicant was given full right and opportunity to defend herself in the disciplinary hearing whereby she admitted to have committed the disciplinary offence. According to her, even before the commission the applicant was still unable to prove that the termination was unfair as she did not adduce cogent evidence or testimony to prove that she was unfairly terminated. She submitted that, before the CMA, the issues were; **first,** whether there were fair reasons for termination, and **second,** whether the procedure were followed.



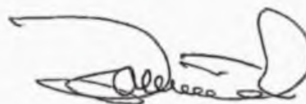
According to her, in the award issued by the CMA after assessing the evidence basing on the exhibit AB-2 page 11 in which the applicant admitted to commit the disciplinary offence it was satisfied that the reasons were fair. She said the CMA found that although it was the first offence, but it was serious therefore it merited termination thus making the reasons for termination to be fair and valid.

On the second issue, she submitted that the arbitrator was justified to find that, the procedure was properly adhered to, and basing on the testimony of the applicant as summarized and reflected at pages 5-7 of the award, which includes the quotation of the charge sheet and defence letter, i.e exhibit AB-2 collectively, a letter to attend the first disciplinary hearing and second letter to attend the adjourned disciplinary hearing, i.e exhibit AB-3 collectively.

It is her submission also that the applicant was paid all her benefits, as proved by the award at page 20 paragraph 2. She in the end submitted that, the grounds of revision are meritless and deserve to be dismissed. She in the end asked the court to dismiss the application for revision with costs for the reasons given.

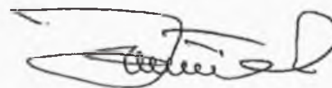


In deciding these two grounds of revision, I will deal with the issues in the manner they were submitted by the parties. Regarding the first issue of ground number five, I entirely agree with the applicant that section 39 of ELRA (supra) imposes to the employer in cases relating to termination of employment, the duty to prove that the termination of the employee was fair and procedural. I also agree with her in that, that duty never shifts to the employee. Therefore the employee needs to allege that she/he was unfairly terminated. However, in the circumstances where the dispute is heard exparte and the applicant is an employee, then the CMA considers the evidence of the applicant only, as the employer will have no chance to prove the fairness of the termination. As earlier on intimated, the employee needs only to allege that she was unfairly terminated. However, that does not prevent the court to consider all other evidence brought by him/her. In this case although the dispute was heard exparte but the applicant brought in evidence showing how the whole process was conducted, and the reasons and grounds for termination. On that base therefore, I find the finding of the arbitrator to have been justified because it was based on the evidence of the applicant herself which was against her favour.



Regarding the complaint that the applicant was punished un heard when she was forced to pay Tshs. 1,500,000/=, reading between lines the evidence on record, it is apparent that the findings based on the evidence submitted by the applicant herself that; from the evidence, she was accused of causing loss, she admitted to have been liable and committed herself to pay the lost money. She went far and actually paid part of the money which she was accused of. That is proved by exhibit AB-1 collectively, now can we say that to be a punishment? The arbitrator did not term it to be a punishment but an undertaking to clear the liability, the task which seems to be carried out at will, as there is no evidence to prove that the applicant was in any way forced, to pay the money or that the money was deducted from any of her sources without her consent.

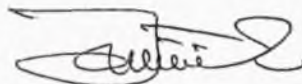
That can also be seen in her defence to the disciplinary hearing where in paragraph 4 she admitted to have caused loss and actually apologized and promised not to repeat again. From the foregoing, it can be safely concluded that, it was her personal commitment which also constituted the admission to the accusation. It was not a punishment which would constitute double jeopardy, this is because under normal circumstances a person causing loss if proved has a reciprocal duty to



make it good that is why even the disciplinary hearing ordered for her to pay the money she lost.

Regarding the right to hearing, the complaint is that, the applicant failed to fully enjoy the right to be heard as she could not manage to assemble witnesses from Mwanza where she works to Dar es Salaam where the hearing had to take place on her own costs. She also submitted that during the hearing he asked the disciplinary committee hearing to be scheduled in Mwanza where she was working and his fellow staff could assist her in her defence but the employer refused as evidenced by page 6 of the CMA award. There is a proof that the hearing was conducted in Dar es Salaam, however, the proceedings do not show her to have asked the hearing to be conducted at Mwanza. There is also no complaint that the proceeding did not record her request in the proceedings and that did not form part of grounds of appeal to the Posta Master General.

Is should also be noted that, costs for procuring and maintaining of the person representative of the employees own choice are customarily not supposed to be footed by the employer. It is normally incurred by the employee or a trade union to which he is a member. Therefore, it cannot be gainsaid that, the fact that she had no personal representative because



she had no money to foot for her costs denied her the right to be heard she did not complain that having no one would results into her failure to defend herself. That said I find the fifth ground of appeal to have no merit and dismissed.

The sixth ground of revision raises the complaint that, the CMA did not consider the submissions she filed in support of the application. I have passed through the award, I find the Arbitrator to have considered all the materials presented by the applicant (including the submissions) in her award. On the basis of that finding, I also find the sixth ground also to have no merit, it is also dismissed, thus rendering the whole application to have no merit and suffer dismissal. Since it is labour dispute, I make no order as to costs.

It is accordingly ordered.

DATED at **MWANZA** this 10th day of February 2022

J. C. TIGANGA

JUDGE