

**ANALYSING EFFECTIVENESS OF COLLECTIVE BARGAINING
AGREEMENT IN TEA INDUSTRY IN MALAWI**

**MA. (HUMAN RESOURCES MANAGEMENT AND INDUSTRIAL
RELATIONS) THESIS**

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UNIVERSITY OF MALAWI

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Submitted to the Department of Political and Administrative Studies, Faculty of
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Arts Degree in Human Resources Management and Industrial Relations

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DECLARATION

I, the undersigned, declare that this thesis is my own original work which has not been submitted to any other institution for similar purposes. Where I have used other authors' work, I have made the necessary acknowledgements.

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CERTIFICATE OF APPROVAL

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DEDICATION

I dedicate this paper to my uncle, Fabiano Chaona, for making me the person I am today through financial and emotion support.

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ABSTRACT

The study aimed at analyzing the effectiveness of collective bargaining in tea industry in Malawi. It was conducted to help bridge the existing information gap in the area of industrial relations in the African Continent as noted by Budhwar (2003), Wood (2008) and Pyman et al. (2010). It was conducted in the Shire Highlands of Malawi particularly at Eastern Produce and Chitakale Tea Estates in Mulanje and Lujeli Tea Estate and Conforzi Plantations in Thyolo. The population under study was all workers in the tea industry including those in management positions and those working for Tea Association Malawi (TAML) Secretariat. It adopted a Mixed Approach Design. Systematic Random Sampling Technique was used to select 80 respondents for the questionnaire. Purposive Sampling Technique was used to select 9 participants for the in-depth interviews. Secondary data was collected from documents such as Collective Bargaining Agreement (CBA), the Recognition Agreement, the Employment Act of Malawi 2000 and the Labour Relations Act of Malawi 1996. Quantitative data gathered was analyzed using Statistical Package for the Social Sciences (SPSS) while qualitative data was analyzed using narrative analysis. The study, among others, established that although the process of collective bargaining in the industry is not done in good faith, it has partly improved the general working conditions in the industry. On compliance the research found that there is partial compliance to the terms that were agreed in the CBA. For example, the study found that despite having collective agreements governing wages and overtime payments, only 88.4 percent of the workers get at least the industry's minimum wage. In terms of overtime pay, the study discovered that only 18.6 percent of the workers always get overtime pay while 32.56 percent get occasional overtime payments, whereas 48.84 percent do not receive overtime pay at all. The study observed a similar fragmental outcome regarding safety of the workers. Practically there no efforts that ensure employers comply with the agreed terms in the collective bargaining. This brings about lack of trust especially on the part of the employees. Finally factors such as economic and political influences have negatively impacted the process of collective bargaining in the industry. Based on these findings, it was concluded that CBA implementation in the tea industry is partially effective.

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LIST OF ABBREVIATIONS

CB	Collective Bargaining
CBA	Collective Bargaining Agreement
ILO	International Labour Organisation
LRA	Labour Relations Act of Malawi 1996
MCTU	Malawi Congress of Trade Unions
NGO	Non-Governmental Organisations
PAWU	Plantation and Allied Workers Union
TAML	Tea Association of Malawi Limited

CHAPTER ONE

INTRODUCTION AND BACKGROUND

1.1 Introduction

This chapter presents an introduction, problem statement, research questions, research objectives and study outline. The chapter ends with a chapter conclusion.

1.1.1 Collective bargaining

The study examined the effectiveness of Collective Bargaining Agreement (CBA) between Tea Association of Malawi Limited (TAML) and Plantation and Allied Workers Union (PAWU) in the tea industry in Malawi. More specifically, it explored how the development of collective bargaining agreement in the industry has influenced wages and allowances, working hours, overtime pay, and safety of the work environment. It also explored how the process is practiced and analysed the factors that have necessitated or hindered implementation of the same.

Windmuller et al. (1987) define collective bargaining as a process of decision making between parties representing employer and employee interests which implies negotiation and continuous application of an agreed set of rules to govern the substantive and procedural terms of the employment. Johansson (2017) opines that the concept is a legally binding agreement that outlines policies that have been agreed upon by both the employer and the employees, hence it is sometimes referred to as the “law” of the workplace. Since the fundamental principles of collective bargaining emphasize on mutual agreement, then the expectation is that what is mutually agreed upon, is expected to be respected by both parties to the agreement. Under normal circumstances, failure to honor a legal agreement such as collective bargaining should result in some sanctions that should bring about compliance. Salamon (2000) argues that CBAs are unique to a particular organisation but most CBAs include provisions that address compensation, promotions, job standards and discipline procedures. Indeed, it is

expected that the collective bargaining practices cannot be the same world over, but its basic elements should be similar to what Salamon (2000) proposes.

In terms of its coverage, Lamarche (2015) argues that collective bargaining agreements vary across the world making it hard for any single generalization on how it is practiced. Indeed, since countries differ in terms of the level of economic development and the legal system, among other things, then one should find it quite hard to generalize how the concept is practiced. Accordingly, Eldring and Nauman (2012) conclude that almost two-thirds of all employees in countries under European Union are covered and protected by various collective bargaining agreements thereby making collective bargaining in Europe the highest in the world. Elsewhere, Lamarche (2015) findings revealed that in Africa, collective bargaining coverage rates range from less than 15% in countries like Morocco and Burundi to more than 70% in other countries such as Sudan, Ethiopia and Senegal. A similar pattern is seen in South America, where coverage is less than 15% in countries such as Brazil, Chile, Colombia and Peru and more than 70% in Argentina, Bolivia, and Uruguay (Lamarche, 2015).

In the SADC region, Smit (2015) argues that most of the countries have provisions and legislations that promote collective bargaining yet the level of implementation varies greatly due to variations in economic and political developments. In Malawi, scholars such as Dzimbiri (2016) have explained how the country's legal framework undermined freedom of association, collective bargaining and the right to strike through for instance, the Trade Union Act (1958) which wholesomely empowered the Registrar of Trade Unions to control the formation, registration, affiliation and financial management of unions, consequently yielding oppressive working conditions. Despite the suppression of freedom of association and collective bargaining, labor unions in the tea industry started in 1994. Consequently, Malawi rose out of employers' exploitative labor practices (Dzimbiri, 2016). Unions fought for constitutional protection for several years and eventually achieved their end following the enactment of the 1996 Labor Relations Act which protect the workers' right to collective bargaining and freedom of association. Complimentarily, the ILO Constitution reaffirmed this right in the 1998 ILO Declaration on Fundamental Principles and Rights at Work.

In terms of its effectiveness, scholars have different opinions of the same. Proponents of collective bargaining such as Bendix, (2010), Appah and Emieh (2012), and Longe (2014) argue that collective bargaining can be effective so long as both parties involved negotiate in good faith. On the other hand, critics of collective bargaining such as Omole et al. (2006), Adams (2008), and Lee and Rolee (2009) opine that the right to collective bargaining is a fundamental right world over but manifestation of this right has not trickled down to the workers on the ground. This study believes that the mechanism can only be effective if there are necessary and working legislations and policies governing the same. What is key to effective collective bargaining in the view of this study is having legislations and policies that are there not just on paper but must be enforced to ensure agreements are respected and honored entirely. In other words, political will is paramount in this case.

1.2 Background of the study

Although current legislations in Malawi provide for collective bargaining and freedom of association (LRA, 1996), there is a need to sufficiently explore how the process of collective bargaining is done. The area of collective bargaining in Malawi has quite a number of grey areas that need to be investigated especially regarding the extent to which the agreed terms in different collective bargaining agreements are honored and implemented. Again, scholars have not yet wholesomely analysed how collective bargaining is practiced and have not exhausted examining the factors affecting the implementation of the same. Therefore, this study bridges the existing knowledge gap by exploring the practice and effectiveness of collective bargaining in Malawi's tea industry.

According to Dzimbiri (2016), in Malawi, tea is mostly grown on commercial basis in the Shire Highlands of Malawi particularly in Mulanje and Thyolo districts. Just as is the case in many African countries, tea farming in Malawi is labor intensive with a lot of human capital needed at different stages of production such as pruning, plucking and grading of tea leaves. Consequently, the industry has become one of the largest in terms of labour absorption in Malawi, employing over 50,000 workers during its peak seasons (Chikoko, 2017). Such being the case, the industry registers a myriad of labour and industrial relations cases relating to contracts, remuneration procedures, general

working conditions and labour benefits and disciplinary procedures (Anker & Anker, 2014).

In reaction to the outcry by the workers, the Malawi 2020 Tea Report (2016) disclosed that different stakeholders such as producers, brokers and traders, tea buyers and retailers, as well as unions, NGOs, international donors, and government agencies, came up with two major developments namely; the Malawi 2020 Tea Revitalization Programme, which came into effect in September, 2015 and the Collective Bargaining Agreement (CBA) between Tea Association of Malawi (TAML) and Plantation and Allied Workers Union (PAWU) which was signed in 2016. The two frameworks are coordinated by a multiple-stakeholder steering committee comprising TAML, which represents producers, the Sustainable Trade Initiative, Oxfam and the Ethical Tea Partnership (ETP).

According to the Malawi Tea 2020 Report (2016), TAML, an organisation responsible for promoting the tea industry in Malawi together with PAWU signed the industry's first ever Collective Bargaining Agreement. The agreement, among other things, was aimed at creating a tea industry that is competitive and profitable for all Malawians, where workers in the industry earn a living wage and smallholder farmers earn a living income.

Despite making what seemingly was one of the important developments towards uplifting the welfare of the workers in the industry, there was a need to conduct a research on how effective this TAML and PAWU agreement had been before making any conclusions or suggestions. The study therefore attempted to provide a comprehensive analysis of effectiveness of collective bargaining in Malawi Tea Industry since its development in 2016.

1.3 Problem Statement

According to Anker and Anker (2014) and Dzimbiri (2016), unilateral setting of wages and allowances and other working conditions by TAML has been a contributing factor to low wages and poor working conditions among workers in the tea industry in Malawi. Van Der Wal (2008) revealed that in Malawi, the basic wage for tea workers for all daily rated employees was US\$0.72 (MWK 101.00) per day; tea plucking rate

for seasonal and casual worker was at US\$0.02 (MWK2.29) per kg of green leaf plucked; minimum wage in tea estates was US\$25 (MWK3, 500) with a maximum of US\$35.7 (MWK5, 000) per month; and workers on temporary employment earned US\$0.72 (MWK101.00) per day, which totaled to about US\$21.64 (MWK3, 030) per month. In contrast, wages in other tea growing regions in Africa are high. For instance, Van Der Wal (2008) notes that in Kenya, wages for tea pluckers ranged from US\$50 (MWK7, 014) during the low season and jumped to US\$100 (MWK14, 028) per month during the high season or peak period. Kenyan Tea Estates paid about double, in other cases, three times what Malawian Tea estates paid (Van Der Wal, 2008).

Again, an analysis of wages as a percentage of cost of tea production amongst the major tea producing nations by Sarkar (2015) also ranked Malawi Tea industry as the least paying. A summary of the analysis is presented in the table below.

Table 1: Showing cost of production of tea and cost of labor in major tea producing countries (US Dollars) per kg of tea in 2013

Country	Cost of production	Labour cost	Wage share (%)
India	1.62	0.81	50.00
Sri Lanka	1.23	0.74	60.16
Bangladesh	0.32	0.16	50.00
Kenya	1.16	0.55	47.41
Malawi	0.84	0.27	32.14

Source: Sarkar (2015)

The table above shows total costs of tea production (in dollars) per kilogram in five tea major growing areas in the world. It is shown that in the year 2013, out of the five tea growing regions, India spent the most (1.62 dollars) and Bangladesh spent the least (0.32 dollars) to produce one kilogram of tea. Malawi spent 0.84 dollars, a little more than what Bangladesh spent to produce the same one kilogram of tea. However, analysis of the wage share in relation to total cost of producing one kilogram of tea in these regions shows that Malawi spent 32.14 percent, which is the least, out of the five tea growing regions. This implies that wages in Malawi Tea Industry are the lowest of the five tea growing regions.

Coming to Malawi industry setup if one is to compare plantation agriculture (in which tea is one of them) to other industries, the Malawi Labor Profile (2015) ranked plantation agriculture as the least paying formal jobs in the country. A summary of average wages per sector between the period 2005 and 2006 is shown below;

Table 2: Average annual remuneration per employee by sector in Malawi, 2005-2006

Agriculture	Manufacturing and Mining	Electricity & Water	Construction	Wholesale & Retail	Hotels & Restaurants	Transport & Telecommunications
57,450	282,700	409,350	63,950	310,050	292,000	617,500
Banking & Intermediation	Leasing & Credit Granting	Insurance & Pension	Auxiliary Financial Intermediation	Regulatory Activities	Education & Health	Recreation Sports & Laundry
1,764,000	1,462,950	1,534,000	1,778,350	316,300	468,750	346,350

Source: Durevall and Mussa (2010)

The information in shows 2 annual remuneration per employee in each sector. Out of the 14 sectors in Malawi, it is shown that in the period between 2005 and 2006, the agricultural sector paid the least with an average annual employee of K57, 450 and the banking and intermediation sector paid the most with an average annual employee remuneration of K1, 764,000.

Analysed together, the two tables show that wages in Malawi Tea Industry are one of the lowest amongst the major tea growing areas in the world. One may indeed argue that the economy of Malawi does not justify paying high wages to tea workers and that the economies of the other tea growing regions are much better than that of Malawi. This understanding may equally be true but the second table justifies that much as Malawi's economy may not necessitate high wages to tea employees, domestically it has been shown that the industry is the least paying. This is against the background that the agricultural industry is the highest forex earner in the country (Kandoole, 2018). This simply means there is a problem in the industry.

As such, in trying to improve the wages, allowances and other working conditions in the industry, in 2016 the industry developed the first ever collective bargaining agreement thereby shifting all big decisions regarding working conditions to TAML and PAWU (Malawi Tea 2020 Report, 2016). The development was expected to translate into improved wages and working conditions setting process through greater worker representation. This, was subsequently envisaged to yield improved industrial relations where workers have properly established contracts, better wages and benefits, work within the legally stipulated eight hours, are compensated for working overtime, the overall working environment is safer and that they are permitted to go on annual, sick and maternity leave when need be without necessarily compromising their work as well as their earnings.

Since the development of the collective bargaining however, Mtenje (2017) notes that while in the initial implementation year of 2017, workers received a 24 percent pay increase from K950 to about K1, 240 per day but there was no improvement in the general working conditions. Mtenje (2017) further notes that, in the subsequent year, wages increased by 11.29 percent to K1, 380 (about \$1.90) but workers still complained that the general working conditions remained static. Sometimes workers work without

contracts and, at times, they work for more than 8 hours as stipulated in the Employment Act of Malawi 2000, without overtime pay. When workers feel aggrieved and try to engage management to present their grievances, they are sometimes taken less seriously and, in worse cases, are ignored (Chikoko, 2017).

In terms of scholarship on collective bargaining, there are a number of empirical studies that have been conducted pertaining to the same in Africa in general. Some of the studies conducted include but not limited to the following; Influence of collective bargaining on employees' job performance (Babola & Ishola, 2017) in which it was concluded that collective bargaining process is very critical in determining organizational industrial relations which in turn helps to improve job related outcome such as employees' job performance. Addison et al. (2004) studied the link between collective bargaining and productivity and concluded that the former could provide positive influence on the latter due to workers' higher motivation and satisfaction; Adewole and Adebola (2010) conducted a research on collective bargaining as a Strategy for Industrial Conflict Management and concluded that collective bargaining plays active role in the management of industrial conflicts; Jensen and Rässler (2007) studied collective bargaining with emphasis on the effects of the same on organisation performance and found that the effects of collective bargaining on efficiency is mostly ignored. The studies are many but so far, the focus has been on management and/or employee perception on collective bargaining, collective bargaining and organizational or employee performance, collective bargaining and productivity or collective bargaining as a tool for conflict resolution. Researchers have not explored much or tried to evaluate effectiveness of collective bargaining.

Narrowing it down to Malawi, and the tea industry in particular, according to the findings of a research conducted by Malawi Centre for Advice Research and Education on Rights (CARER) in 2008, it was revealed that despite the fact that tea industry is one of the country's economic backbones, there is a need for more research on issues affecting the industry. To date, a number of research studies in the industry have been conducted. Some of the major studies that have been conducted include but not limited to the following; A study by Van Der Wal (2008) focuses on critical issues and assesses social, economic and ecological conditions in the tea sector in six leading producing countries from the perspective of sustainable development and poverty eradication.

Herre et al. (2014), focuses on ways to strengthen the power of plantation workers and the trade unions that represent them and proposes policy steps towards an agenda on rights for plantation workers that would ensure their human right to food. Again Anker (2014) focuses on living wage for rural Malawi in 2014 with special focus on tea growing area in the Southern Malawi namely; Mulanje and Thyolo Districts. Furthermore, Dzimbiri (2016) studied the working conditions in the tea industry and concluded that industrial relations in Malawi Tea Industry are poor. Dzimbiri (2016) went further to focus on how freedom of association and collective bargaining was prohibited under the colonial rule and the one party era up to the extent of persecuting union leaders by detaining them without trial or even killing them. Dzimbiri (2016) argued that in the present industrial system in Malawi, there is the legal framework that necessitates freedom of association and collective bargaining but lack of the former in tea industry affected workers negatively through poor wages and work environment.

After critical analysis of the studies done in the industry, it can be argued that not much has been done to evaluate the effectiveness of the TAML and PAWU collective bargaining agreement. In light of the above problem, the study sought to stimulate debate on the practices and effectiveness of the CBA in the industry by among other things attempting to answer the questions below:

- Is collective bargaining agreement in tea industry in Malawi effective?
- How is collective bargaining process carried out in the tea industry in Malawi?
- To what extent are the CB agreements effected?
- What are the factors that affect the implementation of the CB in the tea industry in Malawi?

1.4 Objectives of the study

1.4.1 Main objective

The main objective of this study is to analyze the effectiveness of Collective Bargaining Agreement (CBA) in tea industry in Malawi.

1.4.2 Specific objectives

- To examine the process of collective bargaining in tea industry
- To assess the extent to which CB agreements are effected

- To analyse factors affecting the implementation of CB

1.5 Justification of the study

Budhwar (2003), Wood (2008) and Pyman et al. (2010) all agree that there is limited scholarly contribution on industrial relations from developing nations especially on the African continent. Furthermore, a study by Malawi Centre for Advice Research and Education on Rights (2008) revealed that there is a need for more research on issues affecting tea industry in Malawi. While there are studies on collective bargaining, conducted by Dzimbiri (2016), application of the same as a tool for determining terms and conditions of employment in the tea industry in Malawi has not received adequate research attention. To fill this information gap and stimulate more research on the same, this study was designed to investigate the effectiveness of Collective Bargaining Agreement (CBA) between Tea Association of Malawi (TAML) and Plantation and Agricultural Workers Union (PAWU) in the industry.

1.6 Study outline

The study is divided into five chapters and it is organized as follows;

Chapter one is an introduction of the study. It begins with an introduction of collective bargaining. Then it proceeds to provide background of the study, the problem statement, research questions, main and specific objective, justification of the study and the ends with chapter conclusion.

Chapter two provides a critical review of some of the literature related to the topic understudy. It includes a review of literature pertaining to the concept of collective bargaining, general overview of collective bargaining in in the world, collective bargaining in Malawi Tea Industry, debate on whether collective bargaining can be effective or not, the concept of effectiveness and how it is measured and lastly it provides the theoretical framework of the study.

Chapter three discusses the research methodology of the study. The chapter gives details of the design of the research, the sampling techniques and sample sizes, the tools

used to collect data and how data was analysed. The chapter also provides the ethical considerations of the study.

Chapter four presents and discusses the findings of the study. It presents and discuss the findings on each specific objective of the study.

Chapter five presents the conclusion and implications of the study. The chapter also presents suggestions on arrears of future research.

1.7 Chapter Conclusion

This chapter has presented the background information to the study on examining the effectiveness of Collective Bargaining Agreement (CBA) between Tea Association of Malawi (TAML) and Plantation and Allied Workers Union (PAWU) in the tea industry in Malawi. In addition, the chapter has presented the problem statement, questions of the study, main objective as well as specific objectives and the justification of the study.

CHAPTER TWO

LITERATURE REVIEW

2.1 Introduction

This chapter provides a critical review of some of the scholarly works by other authors and researchers in the area of collective bargaining and the concept of effectiveness. The chapter starts with the concept of collective bargaining. Then it critically analyses the debate on collective bargaining. It further goes on to the concept of effectiveness and its measures. Finally, the chapter ends with the theoretical framework underpinning the study.

2.2 The concept of collective bargaining

Salamon (2000) defines collective bargaining as a method through which employers and employees determine the terms and conditions of employment and results in a collective agreement which may be applied uniformly across a group of employees. According to Purcell (2003), parties to collective bargaining negotiate for working conditions (such as wages, allowances, benefits, working time, overtime and rest periods), terms of employment (such as promotion, transfer and dismissal) and the regulation of relations between employers or employers' organizations and one or more trade unions (such as facilities for trade union representatives, procedures for the resolution of disputes and consultation, cooperation and information sharing provisions)

As suggested by Muller-Jentsch (2004), Beatrice and Sydney Webb are the first authors who tried to explaining the concept of collective bargaining. The idea is that collective bargaining should contain provisions that reflect terms and conditions of employment; defining rights, privileges and responsibilities of employers on one hand and employees on the other hand.

The concept is based on the general understanding that when workers are bound together through negotiated agreements then there is a creation of balance of power with employers. In essence collective bargaining agreements are there to ensure that there is alignment of interests between employers and union employees in regards to agreements on wages, benefits and working conditions (Marginson & Galetto, 2016). It is, or perhaps, it ought to be a mechanism for establishing employment conditions and for representing the voice and interests of workers. It provides a framework for understanding how unions and management can develop an employment agreement or partnership for a defined period of performance (Freeman & Han, 2012).

Essentially, collective bargaining is based on the understanding that employers enjoy greater social and economic power than individual workers (Muller-Jentsch, 2014). This argument therefore implies that in individual contracting there is power imbalance in determining contract of employment as it is mostly determined by the employer since the employer owns the factors of production. To be precise, in individual contracting, the employer is in a stronger position and is likely to exert more influence on individual contracts than the employee. As such, most of the times workers resort to accepting any terms and conditions offered to them, even if they turn out to be exploitative. This is quite true, especially for employees who enter the labour market without special skills as is the case in Malawi tea industry. The high unemployment rates facing most African countries has also forced employees to accept the offers on the table even if the wages are low and the working conditions are poor. As such, it is critical that individual workers organise themselves in labour unions and fight for collective bargaining agreement to act as a countervailing force against the powers of management. Indeed, collective bargaining has in some cases proven to be a reliable mechanism that redresses the inherent power imbalance in the employment relationship and somehow limits managerial prerogative (Malebona, 2008).

It is an agreement collectively arrived at by the representatives of the employees and the employers and can be done in many forms. For example, it can occur between trade unions and Individual companies (single-employer bargaining), or between union organizations and employer associations (multi-employer bargaining) or indeed national level bargaining (Dzimbiri, 2016). However, this study is of the view that these

levels are not necessarily mutually exclusive. Different issues may override at different levels of the bargaining process.

Collective bargaining provides a framework within which the parties to the agreement can negotiate and define the scope of those covered by such an agreement (Bratton & Gold, 1999). It is concerned with bipartite relationship between the employer and the employee. According to Article 2 of Collective Bargaining Convention 1981 (No. 154), collective bargaining determines working conditions and terms of employment and regulates the relationship between employers or employers' organisations and employees or employees' organisations (unions). It is a process, or perhaps, it is supposed to be a process that allows workers and employers to reach a voluntary agreement on the terms of employment. Basically, it involves joint decision making and helps in building trust and mutual respect between employers and employees.

Collective bargaining is regarded as one of the main instruments of establishing workplace justice (Muller-Jentsch, 2014). A study by Beardwell et al. (2004) shows that where employees have their terms and conditions of employment determined through collective bargaining and where there is support of unions by management, there is normally improved industrial relations environment. Beardwell et al. (2004) findings are also consistent with Luqman et al., (2012) who agree that collective bargaining helps in promoting cooperation and mutual understanding between workers and management by providing a framework for dealing with industrial relation issues without resort to industrial actions such as strikes and lockouts. Beardwell et al. (2004) and Luqman et al. (2012) seem to suggest that where there is collective bargaining, then there is industrial peace. This view may not be really true in cases where the concept is not effective. Perhaps it would have been better if the authors emphasized that effective collective bargaining, and not just collective bargaining, brings about industrial peace. Beardwell et al. (2004) and Luqman et al. (2012) should have emphasized on effective CBA being the conduit of industrial peace.

The concept of CBA entails that no party is supposed to be compelled to accept the terms of the other. However, Johnston (1999) suggests that the process of collective bargaining is not entirely voluntary and straight forward. Johnston (1999) and Doellgast and Benassi (2014) agree that failure of one party to meet or accept the demands of the

other may result in tension between the two parties which may subsequently result into antagonistic legal tactics, such as strikes and lockouts, in an attempt to apply economic pressure and force agreement or find other means to coerce the other party into acceptance. Indeed, Smith (2015) argues that people should not expect collective bargaining process to be easy since it involves fighting for resources which are already limited. This study agrees with Smith (2015) argument since it seems to be rather practical and reasonable. Where there are limited resources expect manipulation of power such that the one with more power stands to benefit more than the other. If such is the case, since the employer owns the factors of production, then the employee is bound to suffer. In spite of the contrasting views, the ultimate goal of any collective bargaining process is a collective bargaining agreement. This study however emphasizes that the focus should be on effectiveness of the agreement.

2.3 General Overview of collective bargaining in in the world

As Lamarche (2015) argues it is quite difficult, if not impossible to make single generalization in terms of the practice of collective bargaining since it varies across the world. Doellgast and Benassi (2014) expresses similar sentiments by arguing that collective bargaining varies across the world due to differences in countries' legal framework coupled with differences in traditions and organisation structures of both employers and labour unions. It is quite true that the practice does not have to be uniform. By nature, countries differ in a number of things such as the legal structure, level of economic development and the level of political development, just to mention but a few. This subsequently should differentiate the practice of collective bargaining globally. A good example of institutional difference across the world is government's ability to protect the right to join labour unions and encourage collective negotiations (Doellgast & Benassi, 2014). In Jackson (2005) and Lamarche (2015) it is revealed that collective bargaining among countries also differs depending on the level of centralization or decentralization. For instance, in centralized bargaining, national or industry level collective bargaining is predominant while in decentralized bargaining, company level bargaining is dominant (Schulten et al., 2015).

In terms of coverage, Voss et al. (2015) argues that in Europe, although there are varying degrees of differences in the bargaining traditions, systems and frameworks, collective bargaining is widely regarded as an important part of a common set of social

values and norms. As such EU (2015) reveals that nearly two-thirds of all employees in Europe fall within the scope of collective bargaining. This is also supported by Voss et al, (2015) who notes that despite a constant fall in the number of employees covered by collective bargaining, Europe remains the highest continent with the highest percentage of employees covered by collective bargaining and suggest that over 60 percent of employees are covered by the machinery. Schulten et al. (2015) and Doellgast and Benassi (2014) attribute this to multi-employer bargaining which is common in many European countries. This is supported by Visser (2013) who argues that countries where multi-employer bargaining predominates are likely to have a wider bargaining coverage than those where company bargaining predominates. Schulten et al. (2015) further attribute this large number of bargaining coverage to organizational strengths and negotiation capacity of the social partners as well as strong legal regulations and support from the state which has necessitated the success of collective bargaining in Europe.

As Medina et al. (2017) put it, in most African countries, a lot of people work in the informal economy making it hard for collective bargaining to be effective. Lamarche (2015) argues that collective bargaining in Africa ranges from less than 15% in Morocco, Burundi, and Mauritania to more than 70% in Sudan, Ethiopia, and Senegal. Lamarche (2015) further argues that variations in the economies make it difficult to establish a generic picture of collective bargaining in Africa.

When it comes to implementation, researchers mostly in the African region, have not adequately tried to investigate the extent to which the agreed terms in different collective bargaining agreements are honored and implemented. Ibietan (2013) opines that in Africa, collective bargaining has not yet received firm footing. There is deliberate refusal or perfidy among employers and management to honor fully the terms agreed upon in the collective bargaining. Concurring with Ibietan's findings, Fajana and Shadare (2012) study revealed that in the African continent, the process of collective bargaining has been treated with considerable elevating policies but less seriousness when it comes to implementation.

Narrowing it down to the SADC region, countries have established legal frameworks and provisions that necessitate the development of collective bargaining. However,

Smit (2015) argues that the level of implementation, like most parts of the world, varies quite greatly and is mostly dependent on the levels of economic and political development. Success or failure of collective bargaining is a resultant of the maturity levels and strengths of the negotiating parties. This is evidenced by Ibietan (2013) and Fajana and Shadare (2012) who opine that in the region, collective bargaining is not warmly embraced by employers. Unions are mostly seen as distractors to the company objectives since they always fight for more money. Indeed, in some organizations, employers refuse to accept unions as legal entities with the right to bargaining on behalf of their members (Ibietan, 2013).

2.4 Collective bargaining in Malawi Tea Industry

During the colonial system when tea had just been introduced to the country, the industrial system was not so conducive. As Dzimbiri (2016) alludes to it, the Trade Union Act 1958 restricted the freedom of association and did not provide for the legal framework for collective bargaining. A number of rights and privileges of workers were withdrawn. The industrial relations system continued to be so hostile even during the one party system. Unions were repressed and workers were not allowed to bargain for better working conditions. In addition, they were not allowed to exercise any industrial action if they felt impinged (Dzimbiri, 2016). In fact, there was persecution of union leaders and all those who seemed to fight for the rights of the workers at that time. This put every worker in a state of fear and suspense. Most union leaders who seemed to be against the government were detained without trial and some fled out of the country in search of refuge in the neighboring countries (Dzimbiri, 2016).

Fast forward to multiparty system, the industrial strikes of 1992-93 prompted the Ministry of Labour to announce policies that necessitated collective bargaining and allowed the growth of trade unions. To date, Malawi has ratified a number of International Labour Organization (ILO) Conventions that promote collective bargaining, including convention 87 on “Freedom of Association, and Protection of the Right to organize”, Convention 98 on the “Right to organize and Collective Bargaining” and also other conventions relating to workers’ rights. Again in 1995 Malawi enacted the Labour Relations Act of Malawi 1996. The prominent features of the Labour Relations Act of Malawi 1996 are to promote freedom of association, encourage the growth of trade unions and recognize the right to effective collective

bargaining, which is a voluntary mechanism for regulating terms and conditions of employment.

Just as Dzimbiri (2016) points out, the Labour Relations Act of Malawi 1996 in sections 25 and 26 also provides for the right of employers and employees to bargain collectively at enterprise or organization level and at industry or sectoral level. According to the act, the requirement is that at least 20 percent of employees (excluding senior managerial staff) must belong to a union before it can engage in collective bargaining at the enterprise (company level) and at least 15 percent of employees must be union members for collective bargaining at the sector (industry) level. The Malawi Congress of Trade Unions (MCTU) is a national trade union center in Malawi. MCTU was reestablished in 1995 after having been banned during the years when Malawi was a one party state under Dr. Hastings Banda (Malawi Labour Profile, 2016). All collective bargaining agreements are supposed to be registered with MCTU. As of 2016, MCTU had registered 85 Collective Bargaining Agreements (CBAs) however only 18 percent of paid employed workers were covered by the CBAs (Malawi Labour Profile, 2016). The findings of latest study by Malawi Labour Market (2019) still indicate that collective bargaining agreements are applied in Malawi, but with very low coverage of the workforce. The findings revealed that workers on one hand often lack knowledge and awareness of CBAs content while employers on the other hand often resist entering CBAs in the workplace (Malawi Labour Market, 2019)

Narrowing it down further to Malawi Tea Industry, according to a statement from the Malawi Tea 2020 Report (2016), TAML, an organisation responsible for promoting the tea industry in Malawi together with PAWU signed the industry's first ever Collective Bargaining Agreement. The agreement, among other things is aimed at creating a tea industry that is competitive and profitable for all Malawians, where workers in the industry earn a living wage and smallholder farmers earn a living income. This was a key milestone on the Malawi Tea 2020 journey towards a living wage for plantation workers but the achievement of this target is still dependent on all actors in the value chain playing their part in order to secure wage increases and good working conditions on the part of the workers.

2.5 The process of collective bargaining

Aluchio (1998) and Cole (2002) argue that collective bargaining process starts with a claim from union which is usually followed by a counterclaim from management. Aluchio's and Cole's understanding of the process of collective bargaining is similar to Bendix (2010), who argues that the process is union initiated and that if employees did not form unions and demand that employers bargain with them, then bargaining might never occur. Similarly, Sokoh (2018) agrees with both Cole (2002) and Bendix (2010) by suggesting that the most important step in the collective bargaining process is for the employer or the employers' association to recognize the trade union as a bargaining agent for the employees within the bargaining unit, in relation to terms and conditions of employment. By arguing that without a claim from union there would be no collective bargaining, Cole (2002) assumes that employees are always the ones with issues to "demand" from the employer. This view may particularly not be true considering that employers also have expectations from the employees. As Cloutier et al. (2012) suggest, the negotiations should generate mutual influence between the employer and the union with an objective of reaching mutual agreement on employees' working conditions. Therefore, it may be misleading to assume that it is simply at the "demand" of workers that there should be the process of negotiations. This study therefore opines that the process should not always start with union representatives only but rather either party should be able to initiate the process if it is to be embraced by both parties.

Akhaukwa et al. (2013) argue that following management's response to the claim, the parties should come together for actual negotiations. As a process, each stage of collective bargaining is very important. However, this study is of the view that this is the most crucial stage. As such it is very vital that each party should have clear objectives and devise strategies that would assist in the attainment of such objectives. A study by Trif (2005) argues that on the employer side, management appoints the team responsible for collective bargaining while on the employees' side, respondents reported that shop stewards initially have meetings with all members to discuss their demands. Union representatives then gather to decide the collective bargaining proposal and the negotiation team. Thus, based on the authors arguments one may conclude that there is strong evidence which suggests that unions make an effort to find out members' demands which form part of the employees' objectives.

Cole (2002) further argues that during the negotiation process, a settlement is supposed to be reached without undue delay and bitterness. Indeed, Cole (2002)'s argument seems to be true especially if the outcome of the process is to be acceptable to both parties. The need for a fair and transparent process should be critical to attainment of objectives of the goals of collective bargaining.

At this point it is very critical to note that level of trust built up between management and workforce, through their union representatives, during the process of negotiations, determines the quality of bargaining agreement. Cole (2002) suggests that the level of trust is inversely proportional to industrial actions. Thus, to say where the trust is high, it is less likely that one side or the other will resort to sanctions. In a similar way, Johnstone et al. (2004) reveal that lack of feedback, trust and accountability creates tensions between union representatives and employers, hence denting credibility of the process. Timely feedback builds trust among members from both sides of the negotiations. Gall, (2007) also agrees with Johnstone et al. (2004) that when the employer refuses to engage in meaningful bargaining, by for instance, not giving timely feedback, making the first offers final offers or by imposing changes in terms and conditions rather than negotiating over them, then chances are that tension between the two parties would arise. As such Cole (2002) emphasizes that there should be genuine willingness from the parties to give and take at the bargaining table. That is to say there should be mutual cooperation and consideration of fairness during the process.

As Gomez et al. (2003) argue, collective bargaining process requires the parties involved to show good faith in bargaining. Good faith in bargaining is described by Razak and Mahmood (2019) as the ability of the two negotiating parties to meet and discuss with each other issues relating to their work relationship (such as wages, hours of work and conditions of employment) at a reasonable time and place while making sincere attempts to reach an agreement in the process. On the other hand, Lee (2005), describes bad faith bargaining as the ability to strategically employ pressure tactics to compel one party into accepting the terms put forward by the other. Such pressure tactics may include ethically questionable negotiating tactics, such as withholding or misrepresenting information, using various kinds of 'stand-over' tactics, dismissing workers if they won't agree, and unilaterally changing working conditions.

Again, Akhaukwa et al. (2013) argue that as part of negotiating in good faith, the parties have to document what they have agreed by signing a written contract which will subsequently bind them to it. Such being the case, Hunter (1999) argues that the process bars the employer from taking any unilateral action by changing the condition of which bargaining is first required. If a party intends to terminate or modify an existing agreement before it expires then it is expected that party gives the other adequate notice, although what is “adequate notice” has not been defined by the researchers. This study however opines that, employers should be allowed to vary the terms unilaterally only if the employer varies the terms to the benefit of the employees.

To sum up, Doellgast and Benassi (2014) and Lamarche (2015), argue that collective bargaining process is specific to different industrial relation systems. While Voss et al, (2015) argues that in Europe collective bargaining is widely regarded as an important part of a common set of social values and norms, in Africa, Ibietan’s et al. (2012) argue that the machinery has not received firm footing mainly because employers have not yet embraced it. The legal systems of African industrial relations have so far not been able to support implementation of the system. In Malawi tea industry, Dzimbiri (2016) argues that there are policies and provisions governing the same. However, Dzimbiri (2016) does not reveal how effective the machinery has been in the industry. This study therefore, focuses on the actual process of collective bargaining in the tea industry from the negotiation to implementation and monitoring then back to renegotiation. It analyzes whether collective bargaining in the industry conforms to theory or not. Special attention is given to the level at which the lowest ranked worker is involved in collective bargaining. It also establishes whether collective bargaining is representative enough and reveals some of the challenges which the workers face regarding their involvement in collective bargaining.

2.6 Debate on whether Collective Bargaining can be effective or not

In terms of its effectiveness, there is a wide divergence of opinions from different scholars. Proponents of collective bargaining such as Bendix, (2010), Appah and Emieh (2012) and Longe, (2014) support collective bargaining as a necessary tool for industrial peace. Bendix (2010) argues that when the process of collective bargain is done in good faith and is effectively implemented, people should expect an industrial

system that amicably solve differing interests between employers and workers. In other words, effective collective bargaining aligns the interest of the workers to those of the employees such that cases of industrial unrests are minimized. Fashoyin (1992) opines that collective bargaining can be effective and when it does, then it eliminates the inequalities that emanates from unilateral decision making and unwillingness of employers.

In cases of any industrial conflicts, when effectively implemented, collective bargaining acts as an effective conflict management tool (Kinge, 2014; Owoseni, 2014; Ekwuoba et al., 2015). Consequently, conflicts are well managed and results in avoidance of bitter industrial actions thereby ensuring industrial peace and harmony in work establishments (Longe, 2014). Similarly, Appah and Emieh (2012) argue that effective collective bargaining sets out rules that govern the professional relationship of workers and employees and clearly outline discipline settlement procedures. When it comes to the issue of wage inequalities amongst employees, Charlood (2007) opines that collective bargaining can be an effective means of compressing wage structures. Charlood (2007) opines that wage distribution under individual contracts is more unequal than earning under collective bargaining. Indeed, this suggests that if there is will then collective bargaining can be effective.

On the flip side of the coin, there are critical voices against collective bargaining. Omole et al. (2006) in their study argue to say that the concept of collective bargaining is a good idea but in practice it does not bear any fruits on the workers' welfare as most agreements reached are hardly implemented. Adams (2008) also opines that the right to organize and bargain collectively is well-established across many industrial relations systems but manifestation of this right has not tricked down to the workers on the ground. Lewin et al. (2012) also opine that if not properly checked, the mechanism would give unnecessary power to public workers who are hired to perform essential services for the goodness of the public and that the potential threat of strikes and lockouts that comes with any impasses in collective bargaining negotiating process could harm the public, which relies on essential services provided by the specific agency where workers are striking.

Similarly, Lee and Rolee (2009) question the effectiveness of collective bargaining by arguing that the mechanism is just a platform where union leaders would want to advance their personal interests. This view is supported by Arif (2018) who pinpoints how in Bangladesh Tea Industry, disagreements among leaders rendered unions infective and subsequently weakened the workers' collective bargaining position. Ahmmed and Hossain (2016) opine that collective bargaining is not an effective mechanism for addressing the concerns of the workers because usually leaders of unions are inefficient such that there is still power imbalance between employers and workers' association. Furthermore, according to Arif (2018), collective bargaining is made even harder by management and union leaders who keep themselves busy with their own interests and do little for workers. Arif (2018) further argues that in plantation agriculture, owners of the farms give special facilities to union leaders so that they can be influenced and used to suppress any resistance from garden workers. Such tactics seem not to go away and so they make the process of collective bargaining not to be effective.

A similar study done in Kenya by the Kenya Human Rights Commission (2008) revealed that effective representation of workers and collective bargaining especially in Kenyan Tea Estates is not effective because of being violated by union leaders who sideline their fellow workers during the collective bargaining process. Such union inefficiencies, according to the study, have created apathy among the workers who seem more interested in salary increments only during the collective bargaining process.

These critics seem to suggest that collective bargaining agreement is a powerful tool that if not properly and effectively managed, could have adverse impact even on secondary stakeholders especially in the event of a negotiation stalemates. As such they question the effectiveness of the concept.

2.7 The concept of effectiveness

According to Ivancevich and Matteson (2002) it is argued that researchers have so far found it a bit challenging to agree on what really constitutes effectiveness and how the concept is measured, although they all agree that it involves attention to goals, satisfaction of constituents and relationship with the external environment. Indeed, it is

true that while many scholars have tried to understand and subsequently defined effectiveness to mean doing the right things, this research found it quite a bit challenging to come up with a universally agreed criteria or formula for measuring the same. Similarly, Oghojafor et al. (2012) also opine that it is somehow not easy to define the concept of effectiveness because it means different things to different people depending on perspectives and frames of references as such any definition of the same is a function of who is defining or who is evaluating effectiveness and why he or she is doing so. Katz and Kahn (1978) also contend that sometimes the system is very complex with many wanted and unwanted by different constituents, making a unitary view of effectiveness inadequate and unrealistic.

Having given a little bit of the arguments on effectiveness then it is important to give the various definitions of the same. Bernard (1938), defines effectiveness as the accomplishment of recognized objectives of cooperative effort and emphasizes that the degree of accomplishment is the degree of effectiveness. A similar definition of effectiveness was provided by Sammons (1996) that it is a measure of the extent to which a specific intervention, procedure or service, when deployed in the field in routine circumstances, does what it is intended to do for a specified population. In more recent times Robbins and Coutler (2002) and An et al., (2011) define it as a measure of how well the outputs of a particular policy or program or service achieves the stated objectives or desired outcomes. Bernard (1938), Katz and Kahn (1978) and Oghojafor et al. (2012) all agree that the goals are at times difficult to define, are inconsistent, they are difficult to measure, seen differently by different organizational members or even used as camouflage for the hidden agenda of the powerful forces within an organization, as such effectiveness can be defined by situation.

2.8 Measuring effectiveness in collective bargaining

Ivancevich and Matteson (2002) argue that in a similar way that there are problems with the meaning of effectiveness, there are also problems with measuring effectiveness because each perspective introduces a different dimension to the meaning. In other ways there is no single criterion to measure effectiveness. Effectiveness is also a function of the internal function, dynamics and values of any given organisation and each organisation runs its affairs in such a way that it believes will lead to effectiveness (Robbins & Coutler, 2002). Oghojafor et al. (2012) argue that some measures of

effectiveness contradict each other giving an example that a measure cannot be more rewards to shareholders and more compensation to employees at the same time.

Indicators of effectiveness of a particular policy, program or process generally focus on measuring the changes in outcomes of certain objectives. In other words, measuring effectiveness of a particular policy, program or process requires setting targets that imply an improvement on what would otherwise not have happened. However, for the purposes of fulfilling the objective of this research, collective bargaining will be assessed based on the indicators suggested by Luqman et al. (2012). Luqman et al. (2012), suggested the factors below as necessary for effective collective bargaining.

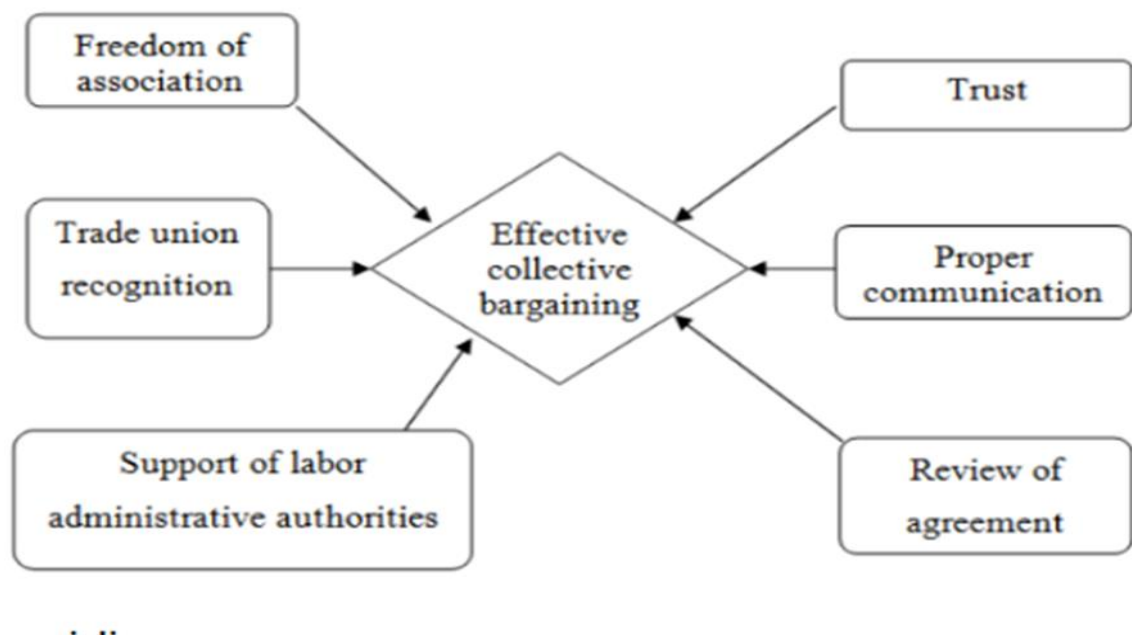


Figure 1: Factors necessary for effective collective bargaining

Source: Luqman et al. (2012)

As shown in figure 1 above, a study by Luqman et al. (2012) concluded that for effective collective bargaining to happen, the work environment needs to be conducive to necessitate the same. Luqman et al. (2012) argue that a conducive environment entails existence of an enabling legal framework that encourages collective bargaining, prevalence of freedom of association among involved parties, existence of recognizable unions, and also trust and communication among the parties. Finally there should be review of the agreement.

Ahmmmed and Hossain (2016), agree with Luqman et al (2012), stating that for effective collective bargaining, associations or trade unions need to be accorded recognition and respect they deserve. Similarly, ILO (2015) emphasizes that effective collective bargaining can be achieved if the parties involved or their representative negotiate in good faith within the established collective bargaining legal framework. Reaching an agreement alone does not suffice effective collective bargaining but there is also a need to give effect to the agreement by making sure that what the two parties agree is implemented and subsequently monitored and reviewed.

2.9 General working conditions in tea industry

There is general agreement in the literature that working conditions in tea industry in Malawi and other parts of Africa in general are extremely poor, characterized by low wages, long hours, inadequate accommodation and very poor healthcare facilities, leaving the workers in the industry lagging behind most of the industries. For instance, Ntenje (2017) reveals that workers in the industry continue to be subjected to poor working conditions and harsh treatment from their bosses. Van Der Wal (2008) argues that workers on both permanent and temporary employment in tea estates suffer from low wages. For this Van Der Wal (2008) blames government for setting the minimum wage too low. Herre et al. (2014) is also of the view that the level at which minimum wages are fixed in Malawi is mostly outdated.

Health and sanitation have also been a challenge in the industry. Again, a study by (Herre et al., 2014), reveals that workers have for long bemoaned poor housing, poor drinking water, poor pit latrines and lack of protective equipment, just to mention but a few. Van Der Wal (2008) findings also revealed poor living conditions of workers and sometimes unsanitary conditions. For instance, at one time Conforzi Plantations made only one pit latrine available for about hundred people (Van Der Wal, 2008).

On the issue of working hours the Employment Act of Malawi 2000 under section 36 provide that the maximum legal working hours is 8 in a day and 48 in a week, with a mandatory weekly 24-hour rest period. The law requires payment for overtime work and prohibits compulsory overtime. Although such is the case, research has revealed that such provisions are not effectively enforced and employers, including in the tea

industry, frequently violate statutory time restrictions (Malawi Labour Profile, 2016). When asked if the workers are paid for the extra hour that they work, the findings of Van Der Wal (2008) revealed that those that work on permanent basis hardly get overtime while those that are on temporary basis, their payment is based on the work output so the more hours they spend on the estates the more they earn.

The studies by, for instance, Van Der Wal (2008), Herre et al. (2014) and Dzimbiri (2016) were all conducted before the development of collective bargaining, this research therefore will attempt to establish the current working conditions and indeed try to establish a link between the current working conditions and collective bargaining.

2.10 Theoretical Framework

Walton and McKersie Theory of Collective Bargaining

Walton and McKersie (1991) start by proposing that collective bargaining should be examined as a process. This contradicts Dunlop (1958), who viewed collective bargaining as a structure. In the theory Walton and McKersie argue that ‘web of rules’, and environmental influences are accepted as given. The focus therefore is supposed to be on the process whereby the rules are changed, consisting of ‘goal-directed activity – a set of instrumental acts which can be more or less intelligently conceived and more or less expertly executed. As such Walton and McKersie (1991) argues that the collective bargaining, as an instance of social negotiations, is comprised of four systems of activity, which they called “sub-processes” each with its own internal logics and its own set of instrumental acts or tactics.

In distributive bargaining, the method of agreement starts off with the assumption that the organization is in an interwoven relationship with its workers, although their interests may be opposed (Walton & McKersie, 1991). The underlining assumptions of this notion is that employees need the employer to sustain their livelihood while the employer needs labour supplied by such employees. As such due to the limited nature of resources each party negotiate to benefit from such resources. Consequently, one party’s gain is normally the other’s loss. The parties therefore enter the negotiations with an idea of what they would want to gain with regards to monetary resource, other

resources, and workforce or working conditions. If the expectations are not sufficiently met, either party may leave the table in a stalemate that may result in strikes or lockouts.

Integrative bargaining is a collaborative form of agreement that is used to create a framework based on mutual interest between opposing parties in a negotiation (Walton & McKersie, 1991). It generally aims at generating mutual wins and concessions for both parties in the negotiation process and so it is at times called interest-based bargaining or win-win negotiation. A big chunk of work occurs behind the scenes, and each party presents their demands at the table.

In intra-organizational bargaining, the union officials and management representatives, who negotiate on behalf of opposing parties such as labor versus management, need to reconcile their stakeholder needs and ensure that they understand and represent the total of interests of the respective constituents (Walton & McKersie, 1991). Walton and McKersie (1992) proposed that labor and management negotiators engage in an intra-negotiation process before engaging in an inter-negotiation process with each other.

Finally, in attitudinal restructuring opposing negotiating parties develop perspectives and perceptions about each other, which can dictate the outcome of current negotiations and impact future negotiations (Walton & McKersie, 1991). Further, the inability of opposing parties to resolve differences within their own bargaining units or with their constituents can affect the potential trade-offs or concessions made during integrative or distributive bargaining.

The theory explains the different types of collective bargaining and so it will help especially when analyzing the process of collective bargaining in the industry. However, it does not explain much on how the concept is applied. As such the theory is not conclusive in this research. That's why the research adopts another theory to build a better understanding of the application of collective bargaining in general. This will subsequently provide a better understanding of the application of collective bargaining in the industry.

Webb's Classical Approach to Collective Bargaining

According to Hameed (2016), Sidney and Béatrice Webb Theory argues that collective bargaining is essentially an economic model. The Webbs regard the mechanism of collective bargaining as a method through which workers, through unions, try to protect and improve their working conditions. The theory understands collective bargaining in rather a narrow-minded sense by considering it as the collective equivalent to contract of employment which workers individually enter into with the employer. The Webbs argue that in practice, collective bargaining is exclusively a trade union method with no implicit or explicit interest on the part of employers. Despite its narrow mindedness, the theory is still relevant to the study because it forms the basis of understanding whether collective bargaining in the industry is really something that is forced on the employers or not.

The theory argues that apart from their organization building activities, unions also provide their members with various benefits, bargaining with their employers and press for legislations that favor their interest. It also regards collective bargaining as an economic process which is forced upon employers against their will by strikes and other sanctions. This basically means that according to the theory, collective bargaining is usually not embraced by the employers since it is just imposed on them. However, despite being narrow minded, the theory is still relevant to the study as it forms the basis for understanding whether the machinery is embraced by both parties to the agreement by among other things making sure that what is agreed in the CBA is implemented fully or indeed it is something that is forced on the employer. If the TAML chooses not to implement what is agreed in the CBA then it can be argued that the machinery is forced on the employer.

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2.11 Chapter Conclusion

The chapter has reviewed some of the work by other authors and researchers on collective bargaining and the concept of effectiveness. The first part of the chapter presented the concept of collective bargaining and its underlying process. Then the chapter went on to review collective bargaining across the world before narrowing the discussion to Malawi and tea industry in particular. This was proceeded by an evaluation of some of the scholarship debates around collective bargaining as well as

effectiveness. The chapter concluded with the theatrical framework underpinning this research. The next chapter of this research is the Methodology.

CHAPTER THREE

RESEARCH METHODOLOGY

3.1 Introduction

This chapter aims at providing a synopsis of the methodological approaches and procedures that were adopted in order for the research to achieve its objective. Specifically, the chapter describes the research design, study populations and sample. It also discusses the sampling frame and the methods that were used in collecting and analyzing data. The chapter ends with limitations of the study and ethical consideration issues.

Leedy and Ormrod (2001) and Williams (2011) described research methodology as the holistic steps a researcher embarks on when doing a research. It offers the theoretical underpinning for understanding which method, set of methods or best practices which can be applied to specific case

3.2 Design of the Research

According to Welman and Kruger (2001), a research design is a framework which attempts to describe how a particular research was carried out. It explains the structure that guided the execution of the research methods used and also explains methods that were used in analyzing the data. In other words, a research design articulates the kind of data required, provides a guide on the methods that were used in collecting and analyzing data and explains how the research question were answered. Hence two methods namely Qualitative Research Design and Quantitative Research Design are identified (Saunders et al, 2003). However, if both techniques are used in the same research then the design becomes Mixed Approach (Denscombe, 2008).

Palmer and Boldiston (2006) define qualitative research as an interpretative approach to research which attempts to gain insights into the specific meanings and behaviors experienced in a certain social phenomenon through the subjective experiences of the participants. Mixed approach has been described by Lodico et al. (2006) as an approach to inquiry involving collecting both qualitative and quantitative data, integrating the two forms of data and using distinct designs that may involve philosophical assumptions and theoretical frameworks. Quantitative research is described by Choy (2014) as a numerical representation and manipulation of observations for the purpose of describing and explaining the phenomena that those observations reflect.

This research is a case study and in order to satisfy its objective, it adopted a mixed research approach. This approach was adopted because the study responded to an objective that is both qualitative and quantitative in nature.

In trying to examine the process of collective bargaining in tea industry and to analyze factors affecting the implementation of objectives the research adopted the qualitative research approach. The approach was adopted due to the fact that the study needed to obtain detailed data by interacting with employees who work in the tea industry in order to obtain relevant information about the effectiveness of collective bargaining in the industry. As Morgan and Kunkel (2001) argue, using qualitative approach to addressing a problem enables a researcher to present the participants' reality as faithfully as possible from their own point of views. In other words, while stressing the uniqueness of each one of the workers, qualitative research enabled workers to reveal their experiences, before and after the CBA. This thinking is in agreement with Burns and Grove (2003) who argue that qualitative approach helps to design a systematic and subjective approach that describes life experiences and situations to give them meaning. Again, qualitative studies offer a complete description and analysis of a research subject, without limiting the scope of the research and the nature of participants' responses (Collis & Hussey, 2003).

In trying to assess the extent to which the agreed terms are effected, this study thought it would be best addressed with statistics and numbers and so it was decided to apply the quantitative approach. In this case, the quantitative method helped in collecting and interpreting data which consisted numbers. As Saunders et al, (2003) note, quantitative

method in research enables the researcher to interpret data into meaningful statistical figures which subsequently allows generalization of the findings.

3.3 Location

The study was conducted in the Shire Highlands of Malawi particularly at Eastern Produce and Chitakale Tea Estates in Mulanje and Lujeli Tea Estates and Conforzi Plantations in Thyolo. According to Oliva and Agar (2006) in terms of company profile, four of the seven tea estates in Malawi namely; Eastern Produce, Kawalazi, Lujeri and Makandi are owned by multinationals. The remaining three estates namely; Namingomba, Satemwa and Zoa are privately owned local companies. Such being the case, the author purposively picked two multinational estates (Eastern Produce and Conforzi) and two locally owned estates (Chitakale and Lujeri). All the four estates are members of TAML and all the four estates were part of the development of CBA in 2016 thereby making them relevant to this study. The research also involved the office of The Tea Association of Malawi secretariat at Ginnery Corner, Limbe.

3.4 Population

Population in research is defined by Taherdoost (2016) as the entire set of cases from which research sample is drawn. In this research the population under study was all the workers in the tea industry, including those in management positions and officials from TAML. These groups have the elements of the population being studied as such they were perceived to have had the necessary information that would help the research establish the effectiveness of collective bargaining in the industry.

3.5 Sample and Sampling Techniques

3.5.1 Sample size

A sample is defined as a sub-unit of the population involved in the research work (Taherdoost, 2016). According to Amin (2005) sampling is a process of extracting a portion of the population under study from which generalization to the population can be made. This in essence enables the researcher, study a relatively small number of units or object but the data that is obtained is still representative of the study population (Wisker, 2001).

In order to generalize from a random sample and avoid sampling errors or biases, a random sample needs to be of adequate size. There is no universally agreed figures that suggests adequacy or lack of the same in sampling. Indeed Taherdoost (2017) argues that what is adequate depends on several issues which often confuse people doing surveys for the first time. According to Taherdoost, (2016), the complexity of sampling in research comes about because what is important in sampling is not the proportion of the research population that gets sampled, but rather depends on the absolute size of the sample selected relative to the complexity of the population, the aims of the researcher and the kinds of statistical manipulation that will be used in data analysis.

In this case study, quantitative data, that was used to measure the extent to which CB agreements are effected, was collected from a sample size of 80 respondents targeting management, union leaders and union members. Since quantitative data is about generalization of the results, then the sample size needs to be representative of the entire population. Leedy and Ormrod (2001) as well as Williams (2011) argue that “Quantitative research involves the collection of data so that information can be quantified and subjected to statistical treatment in order to support or refute alternative knowledge claims” as such the data collected needs to be representative of the population. To ensure that the sample is representative of the population, which subsequently enhances the validity and reliability of the results, the research used a random sampling technique to identify respondents for the questionnaire. This is a statistical population in which each member of the subset has an equal probability of being chosen. To arrive at this sample, the researcher adopted the (Mugenda & Mugenda, 2003) approach which says that for the purposes of quantitative research, in order to collect data that is representative of the population, a researcher has to use a sample size of 10-50 percent. In the case at hand, the total number of union membership for the year 2019 during peak season was about 8,500. So, using the (Mugenda & Mugenda, 2003) approach, the sample size was expected to be at least 850 respondents but since the research was conducted between September, 2019 and January 2020, which was off season in the industry, PAWU had a total population of only 729 people. Therefore, a sample size of 80 gives at least the 10 percent required by (Mugenda and Mugenda, 2003).

In gathering qualitative data, the researcher carried out individual interviews with a total of 9 respondents which included, two respondents from TAML secretariat, four estate Human Resources Officers and three respondents from PAWU leadership. This sample was chosen because it only targeted those people who were presumed to have the necessary information.

3.5.2 Sampling Techniques

Sampling is defined by Amin (2005) as a process through which a portion of the study population is selected from which generalization about the whole population can be made. It allows researchers study a sub set of a population and obtain data that represents the whole population. Taherdoost (2016) argues that in order to generalize from a sample and avoid sampling errors or biases, a sample needs to be of adequate size. Taherdoost (2017) however, argues that what is important is not the proportion of the research population that gets sampled, but the absolute size of the sample selected relative to the complexity of the population, the aims of the researcher and the kinds of statistical manipulation, if any, that will be used in data analysis.

There are several sampling techniques that researchers may use based on different research standards and requirements. Specific objectives one and three are qualitative in nature and so there was a need to use qualitative approach in selecting respondents while specific objective number two is quantitative and so the research had to adopt quantitative approach when selecting respondents.

Purposive sampling technique was used to identify respondents for gathering qualitative data because the researcher had targeted PAWU leaders, TAML and management officials who were presumed to provide the required information. Brayman (2004) argues that purposive sampling aims at identifying respondents with critical information. In this case the researcher only targeted those workers and management who could provide the much-detailed information on collective bargaining. Bernard (2002) also emphasize that purposive sampling is a non-random technique and it does not need underlying theories or a set number of informants but the researcher decides what is needed to be known and so sets out to find people who can and are willing to provide the information needed either because of their knowledge or experience.

In collecting quantitative data, when selecting respondents from the workers, the research adopted the Systematic Random Sampling Technique. The union leadership was kind enough to invite the researcher to the union's meetings. As such, to select respondents for the questionnaire the members were given numbers. Every third worker was asked to voluntarily take part in the research. The procedure was repeated several times until the required sample size was attained. This sampling technique enabled each worker to have a known non-zero probability of selection. In other words, each worker had an equal probability of being chosen to partake in the research. This technique was specifically chosen because it reduced the chance of systematic errors and also eliminated errors that could otherwise come due to personal biases. In turn, it increases the reliability and validity of the data obtained and subsequently enabled inferences drawn from the sample to be generalizable to the population. Again, to ensure validity and reliability of the research it was critical that appropriate methodology was chosen, taking into account the characteristics of the study. The most suitable sampling methods and sample sizes for the study were selected. Finally the respondents were not coerced in any ways to select specific choices among the answer sets. All the ensured validity and reliability of the results.

3.6 Data Collection Instruments

Data collection instruments refer to instruments which researchers use when collecting raw data.

3.6.1 Primary Data

Qualitative data was collected using in-depth interviews. According to Fisher (2005), in-depth interviews are personal and unstructured interviews, whose aim is to identify participant's emotions, feelings, and opinions regarding a particular research subject. The interviews guide had open ended questions covering issues of how the process is carried out, frequency of pay raise, frequency of overtime and safety of the work environment, refer to Appendix 1. The main advantage of in-depth interviews is that they involve personal and direct contact between the researcher and interviewees. This subsequently helped to eliminate non-response rates. Again, these unstructured interviews offered flexibility in terms of the flow of the interview, thereby leaving room for the generation of conclusions that may not initially have been planned to be derived from the research subject. However, just as Wilson (2003) argues it was critical that

the researcher developed the necessary skills to carry out the interviews successfully. At the same time, there was a risk of deviating from the pre-specified research aims and objectives (Gill & Johnson, 2002). As such the researcher the interview had to be directed towards the satisfaction of the research objectives by making sure that the questions asked were non-judgmental but at the same time probing. Data was also collected from observing documents developed by TAML and PAWU.

To collect quantitative data the researcher used questionnaire. Odiya (2009) described a questionnaire as a device that is used to gather facts, opinions, perceptions, attitudes and beliefs, from participants of a study. In this research, the questionnaire was designed to gather primary data from the participants. It comprised rating scale, open-ended questions and closed ended questions covering most of the questions needed to be asked in order to address the objective of the study. It covered issues to do with working hours, overtime pay status, annual leave status and issues of safety of the work environment, refer to appendix 2. The Likert Scale provided the researcher with room to use closed questions that required respondents to choose from predetermined set of responses or scale points, in order to obtain data relating to their judgements and perception on a series of statements from the participants.

3.6.2 Secondary data

Secondary data was collected through document analysis and observations. It was collected from both published and unpublished literature and other documents from public offices such as the Ministry of Labour and National Statistical Office.

3.7 Data analysis techniques

Shamoo and Resnik (2003) argue that data analysis is the process of systematically applying statistical and/or logical techniques to describe and illustrate, analyse, condense, and evaluate data. Shamoo and Resnik definition is similar to Polit (2010) who defines data analysis as the process of bringing order, structure and meaning to the mass of collected data. A more encompassing definition of data analysis was provided by Bogdan and Biklen (1982) who described it as working with data, organizing it, breaking it into manageable units, synthesizing it, searching for patterns, discovering what is important and what is to be learned and describing what the researcher would want others to learn from it.

In this research, qualitative data gathered was analyzed using narrative analysis. Through this technique every interview had a narrative aspect and so the interviewer sorted out and reflected upon them, enhance them and then presented them in a revised shape. Data was in the form of field notes, interview recordings and the researcher's own observations. It was particularly chosen because it enabled the researcher to reformulate and present workers stories in different contexts and based on their individual experiences.

Quantitative data was analyzed using a computer package known as Statistical Package for the Social Sciences (SPSS). Through this statistical package the researcher was able to produce tables, charts and charts in the analysis of quantitative data to produce meaningful information. Cooksey, & McDonald, (2011) argue that tables produce good summaries of data collected and make interpretation of the data easy. Similarly, Odiya (2009) alludes that tables and charts provide relatively easy tabulation of frequencies of respondents.

3.8 Limitations of the study and mitigation strategies

The research study depended on having access to workers and other organization of necessity such as Tea Association of Malawi (TAML) and Plantation and Allied Workers Union (PAWU). Since some of the information is sensitive, it proved challenging to obtain some of the important data or documents especially from the employers. Some employers were reluctant to allow the interviewer to meet the workers possibly because they did not want some of the information to come out. After a fruitful discussion with officials from TAML secretariat, however they facilitated the get through to individual estates. This did not compromise the study since the researcher was able to meet the workers although data collection process was delayed for about 14 days.

The other limitation was lack of basic knowledge of the concept of collective bargaining that was shown by a good number of workers. This proved to be a challenge especially when selecting participants because since the researcher used the Systematic Random Sampling Technique, at times it happened that the next supposed to be

participant was not quite conversant with the concept. The researcher therefore had to repeat the sample process until the desirable participant was obtained.

Finally, on a lighter note time effect was also a factor in this research. Unlike other research studies where researchers can take long period, for instance years, to investigate a research problem in academic research the researcher is pretty much constrained by the due dates. In this research however, time became a factor because estates management took time to grant the interviewer permission to go ahead and collect the data. Still more, the interviewer managed to devise a timetable that ensured the research was completed within the specified timeframe.

3.9 Ethical Considerations

This study respected the rights of the respondents to freely partake in the research. In research it is important that researchers ensure that every person from whom data is collected for the purposes of research consents freely to the process on the basis of adequate information. As such, during data collection the participants were allowed to freely participate or withdraw from the study. To this effect the participants were asked to sign consent form, see Appendix 4.

Data Protection Act provides that information obtained from and about a participant during a research study be treated with confidentiality. As such the respondents of this research were assured that the data obtained would be treated with confidentiality and anonymity. This was achieved by not attaching a name to the interview and not asking the respondents to write their names on the questionnaires. The researcher ensured that this was upheld even during the data analysis.

3.10 Chapter Conclusion

This chapter has explained the research methodology that was used in conducting the study. It explains the design of the research. A mixed method was used in order to respond to the requirements of the research objective. The research used systematic sampling method to obtain the desired study sample for quantitative data. For qualitative data, the research used purposive sampling. Sample size, primary data collection and analysis methods are other issues that have also been discussed in this chapter. The chapter ended with presentations of limitations of the study and ethical

considerations that were observed in the study. The next chapter presents and discusses the study findings.

CHAPTER FOUR

FINDINGS AND DISCUSSIONS

4.1 Introduction

The study sought to achieve the following specific objectives: to examine how the process of collective bargaining in tea industry is carried out; to assess the extent to which collective bargaining agreements are effected in the industry; and to analyse factors that affect the implementation of CBA in the industry.

4.2 Examining the process of collective bargaining in the industry

According to the rules set forth in the collective bargaining agreement between the two parties, in order for the association to recognize the union for the purposes of collective bargaining, then it must comprise at least fifteen percent (15%) representation across the tea industry. This is what is contained in the collective bargaining. In the subsequent paragraphs this will be explained further as one of the challenges affecting the development and implementation of the TAML and PAWU collective agreement as expressed by TAML leadership.

In practice this research established that TAML has made great strides to recognize PAWU for the purposes of collective bargaining negotiations even though sometimes the union hardly reaches the 15 percent industry wide representation. One top official from TAML revealed that at the time of developing the first ever collective bargaining agreement in the industry union representation was at about 13 percent which was less than what is required. Despite union representation failing short of the 15 percent requirement, TAML still recognized the union and ultimately collective bargaining was developed.

As a union we still recognize PAWU even if sometimes its membership does not reach the 15 percent requirement. I can recall that during the first collective bargaining, its membership was around 13.4 percent but we still went ahead to the negotiation table” TAML Official, on 3rd September, 2019.

Such sentiments were also echoed by PAWU leadership which revealed that sometimes the union does not reach the required percentage but for the purposes of CBA, TAML allows it to negotiate with them. This conforms to the model of collective bargaining as suggested by Luqman et al. (2012) who argue that effective collective bargaining, cannot be achieved if associations or trade unions are not accorded the recognition and the respect they deserve. This is also in line with existing literature by Bendix (2010), Cole (2002) and Sokoh (2018) who all agree that the first stage to successful CBA is for the employer to recognize the workers’ union. Again, the process mostly conforms to the Labour Relations Act of Malawi 1996 which requires at least 15 percent union representation for the purposes of industry wide CBA negotiations although one would be tempted to say that it is not all the times that negotiations in the industry conforms to the Act as it can clearly be seen that sometimes negotiations still go ahead even though the union does not meet the minimum percentage requirements.

Since collective bargaining agreements are negotiated by workers through their representatives, then it is important that union leaders engage their members prior to the negotiation process. This provides workers with the opportunity to have their voice in the negotiations since not everyone can sit on the negotiation table. As such, when it comes to participation of the union members, the research established two contradicting developments.

Firstly, workers from Lujeri, Eastern Produce and Conforzi Estates revealed that their respective leaderships consult them before initiating the bargaining process. Shop stewards organize meetings with members of the union where the members express their views pertaining to both the expiring CBA and the upcoming negotiations of the new CBA. This practice conforms to the findings of a research done by Trif (2005) which revealed that respondents on the employees’ side reported that shop stewards initially have meetings with all members to discuss their demands. As such, based on

the practice by union leadership in these three estates, the research concludes that there are efforts by the union leadership to incorporate members' interests in the CBA and so on this indicator, TMAL/PAWU CBA is effective.

We do not have any problems with our leadership so far. We appreciate the effort they do to improve our wellbeing. For instance, they organise trainings, sometimes with their own money just to keep us informed of what our rights are. Most importantly before they go for CBA negotiations, we are afforded the opportunity to put in our voice. a male Chemical Handler from Conforzi, revealed on September 5, 2019. Similar sentiments were also expressed by workers from both Lujeri and Eastern Produce Estates.

Secondly, workers at Chitakale revealed that they are not afforded the opportunity to participate in CBA through their shop stewards. Workers expressed lack of platform to express their views on CBA because their leadership is almost nonexistent. This seems to support the arguments by Lee and Rolee (2009), Arif (2018) and Ahmmed and Hossain (2016), that union leaders are normally the ones make the process ineffective due to either their inefficiencies or due to the fact that they put their personal interest ahead of the union's interests. Again, this contravenes the model of effective collective bargaining as proposed by Luqman et al. (2012) who argues that another condition for effective collective bargaining is proper communication among union members and between the union and the employers, thereby rendering the process ineffective.

Our leaders are normally silent. Imagine we are now over 8 months into this year but the leadership of PAWU, this far hasn't called us to a meeting to discuss our concerns. It's like they are there just as figureheads because they also fear management actions. Most of the times we are not consulted on what we would want our leaders to include in the CBA a female Supervisor at Chitakale Estate revealed, on 30th August, 2019

Similar concerns were raised by PAWU leadership secretariat which revealed that Chitakale Tea Estate operates as if it is not a member of TAML. PAWU leadership revealed that in the agreement, PAWU agreed not to interfere with any operations

and/or strategic decisions of their respective estates. In turn TAML promised to take all the necessary steps to prevent any form of intimidation or victimization of any member of the union. However, the situation on the ground seems to be inconsistent with this agreement. Respondents revealed that most of the times their management makes all the necessary efforts to frustrate the union. For instance, PAWU leadership revealed that right from the day of orientation of new recruits, management makes the necessary attempt to dissuade the new recruits from joining the union by among other things telling the new recruits that they should not be compelled to join various groups on the estate. Perhaps the findings just cement the findings of a study by Fajana and Shadare (2012) that in the African continent, the process of collective bargaining has been treated with considerable elevating policies but less seriousness when it comes to implementation. This suggests that there is lack of trust between TAML and PAWU. As suggested by Luqman et al. (2012) lack of trust between the negotiating parties renders CBA ineffective. As such it can be argued here that on this indicator, the TAML/PAWU CBA is not effective.

Again, at Chitakale Estate, respondents revealed that as part of continued efforts to weaken the union at the estate, when a union member appears to be vibrant at the estate, they let his or her contract run down and they do not renew it. The leaders revealed that union membership is almost zero at the estate and if PAWU secretariat makes attempts to go and mobilize workers to join the union, management does not welcome them with open arms. Indeed, of the ten respondents that took part in this study at this estate, only five were members of the union, confirming Ibietan (2013) argument that in Africa, collective bargaining has not yet received firm footing.

inuyo mukapita kuchitakale kukakamba zamgwirizano wa collective bargaining sakakulandirani. Mabwana safuna kuti anthu adzilowa mu union ndikumakamba za collective bargaining” a male PAWU leader, 3rd September, 2019.

According to the CBA negotiating guideline document developed by the parties, once the union representation of fifteen percent (15%) has been verified by the association, then in the early days of the month of May, the union is supposed to submit its proposal

to TAML which is followed by a counter proposal from TAML. Before the month of May ends, the association is supposed to submit its substantive negotiations dates.

The findings on the ground established that once individual estate meetings have been finalized then, according to the data gathered from both the association representatives and union representatives, the practice has been that the process of collective bargaining continues with a written proposal that is submitted by PAWU's leadership to TAML secretariat. Then TAML responds to the proposal with a counter proposal within ten (10) working days of its receipt.

By starting with a proposal from PAWU and then a counter proposal from TAML, the CBA negotiation process is consistent with the existing literature. Aluchio (1998), Bendix (2010) and Cole (2002), all agree that CBA is union initiated. Furthermore, the findings seem to back up the view of Bendix (2010), who opines that there would be no CBA if union does not initiate the process. This is specifically true in this industry as some union leaders revealed that TAML does not particularly seem pleased with the development of collective bargaining as it feels some decision-making power has been taken away from it.

However, it is the view of this study that the negotiation process should not always be initiated by union if the concept is to be embraced by both parties. The concept would rather be universally accepted if either party accepts that both stand a chance to benefit from it and so either party should be happy to initiate the process. Employers, especially in the industry, fail to embrace the concept because they feel the costs associated with the same are high hence their reluctance to embrace it.

The findings support Muller-Jentsch (2004) ideas and indeed the Webb's Theory of Classical Approach to Collective Bargaining which argue that collective bargaining is generally an economic model that tries to improve the workers wellbeing. On the other hand, this study opines that where workers are able to voice out their views through such platforms as collective bargaining and where the employment relationship and working conditions are governed by an effective CBA then the benefits that the employer gets should be relatively greater than the associated costs. As such the notion by Webb's Theory of Classical Approach that CBA is an economic model that benefits

the workers only with no intrinsic or extrinsic benefits to the employers is not entirely correct. In other words, it is more of a give and take process. Under normal circumstances an enthusiastic work force should be able to deliver more than a work force that is not satisfied with the working environment in general. Again, cases of stoppages due to strikes and lockouts, for instance, should be minimal in such environments. As such it is particularly important to note that the CBA in the industry was as a result of the Malawi 2020 programme which compelled the employer to listen to workers who had been pushing for the CBA development for a long period. Perhaps this explains why the negotiation process is not quite as smooth as one would expect to find.

For the purpose of actual negotiations, both parties to the negotiating table have to choose representatives who would be involved in the actual negotiations. Hence it was established that in the industry the collective bargaining negotiation committees comprises one shop steward per member estate of the Association, a minimum of two PAWU leaders from secretariat, a maximum of Eight Association Representatives (TAML), that is at least one representative per member estate and two officials from TAML secretariat.

Continuing with the findings, the negotiation committees then go on the negotiating table within days of submitting the counter proposal to PAWU by TAML. Usually, the negotiations according to both parties, last not more than two days. If there are any disagreements arising from the discussions, TAML usually proposes that those issues be kept for another day. Similarly, if PAWU insists on discussing issues that TAML feels not comfortable with, such issues are “reserved for another day.”

Careful analysis of the collective bargaining for the two parties, both in the first and the second agreements, it was found that emphasis on these negotiations is on the terms of employment with little focus on the terms that regulate the relationship between the two parties. In other words, the collective bargaining agreements that have so far been developed in the industry dwell much on such terms as increasing the minimum wage, overtime pay and trying to improve the work environment of the workers. Little focus has been placed on issues to do with procedural matters such as promotion procedures, discipline handling procedures, dismissals and procedures to do with strikes if one party

feels aggrieved. This seems to contradict with the notion of collective bargaining as pinpointed by Purcell (2003), who argued that terms of employment in collective bargaining are as equally important as the terms that govern the relationship between the two parties to the agreement. Purcell (2003) argument therefore suggests that the process of collective bargaining in the industry is perhaps not yet up to the expected standard, well, probably one of the reasons may be due to the fact that collective bargaining is still in the infancy stage in the industry.

The findings also seem to be in agreement with critics of CBA such as Omole et al. (2006) and Adam (2008) who all seem to suggest that the negotiating process is usually not fair. For instance, it was established in this research that it is not always the case that TAML bargains in good faith. The fact that TAML only allows a few terms to be discussed or negotiated on implies that TAML does not bargain in good faith. Hunter (1999) also argues that in fair collective bargaining process, the employer cannot unilaterally vary the terms that the parties had agreed upon. In the TAML/CBA however, TAML deliberately included a provision which allows it to vary the terms of the agreement unilaterally. This is against the process of collective bargaining. The compromise in the principle of fairness in negotiations has created some sort of tension between the two parties and it is consistent with the view of Gall (2007) who argued that where there is unfairness between the parties, there bound to be tension. Again, this brings about lack of trust between TAML and PAWU, which eventually brings about ineffectiveness in the process as suggested by Luqman et al. (2012).

Then once the parties finish the discussions, the resulting CBA is then printed and signed by the representatives from both parties. It becomes effective on August 1. Then after 2 years the existing collective bargaining is reviewed by the parties. This is in line with Luqman et al. (2012) argument that effective collective bargaining can be achieved if the existing CBA is reviewed regularly. Therefore, it can be argued that the regular review of the machinery follows the model of collective bargaining effectiveness as suggested by Luqman et al. (2012).

Furthermore, the research also established that so long as the CBA is operational, the union cannot go on strike even if there are things in the CBA that the employer seems not to address. In cases of impasse, the union is supposed to wait for the employer to

set dates for negotiating such issues. By the time the researcher went to the field, union leaders revealed that there were a number of outstanding issues that they had been pushing to discuss with TAML but the latter always acts dodgy. The practices of banning strikes seem to deviate from Walton and McKiesie Theory Collective Bargaining. Theory which suggests that if the expectations are not sufficiently met, either party may leave the table in a stalemate that may result in strikes or lockouts. The theory therefore suggests that strikes and lockouts are part of collective bargaining agreements. As such rating the negotiation process in relation to the theory then this study would be inclined to argue that the process is not entirely fair.

Similarly, it has been noted by Johnston (1999) and Lewin et al. (2012) that one of the fundamental rights of the workers and employers, is the right to strike and lockout respectively. This ensures that in cases of impulse in negotiations of CBAs, workers are protected. If employers seem reluctant to bargain in good faith, workers should be able to engage in a lawful strike by following proper procedures stipulated in, for instance, the Labour Relations Act of Malawi, 1996. Johnston (1999) also suggests that the process of collective bargaining is not entirely voluntary and straight forward hence it is normal for parties to engage in antagonistic legal tactics, such as strikes and lockouts in times of impasses. The fact that TAML inserted a deliberate clause in the collective bargaining agreement that forbids workers to go on strike is a deliberate ploy on the part of the employer to act as they wish so long as it is to their benefit. It is as if TAML is giving the employers the right to bargain with one hand and taking away with the other hand some of the associated rights that come along with CBA. Perhaps this partly explains why some of the employers in the industry still undermine their workers as it will be seen in the subsequent paragraphs.

These findings suggest that collective bargaining in the industry has adopted Walton & McKersie (1991) Attitudinal Restructuring Theory. Collective bargaining in the industry is based on the ability of one negotiating party to influence the attitude of the other. The employer uses a number of tactics in order to undermine the power of the union to the negotiating table. Again, the implications of the finding on the Webbs Classical Approach Theory are that to a large extent the findings are inconsistent with the theory. They dispute the notion of theory that collective bargaining is something that is forced onto the employers by union members through such industrial actions as

strikes and other sanctions. Just as it has been shown, TAML enters the collective bargaining willingly and it is able to adjust workers upwards unilaterally without being forced by threats of industrial actions by the employees. Industrial actions may form part of collective bargaining process but they only happen when the parties have reach impasse stage. To a smaller extent however the findings seem to agree with the theory that the machinery of collective bargaining is not always embraced by the employer as it implies more costs. The employer mainly focuses on the cost aspects and little attention is paid to the associated costs.

Based on the findings, on the process of collective bargaining in the industry, the research has mixed findings. The research finds that the process conforms to Luqman et al. (2012) argument that effective collective bargaining starts with recognition of union by management. TAML recognizes PAWU and the parties are able to negotiate. However, on the need for proper communication, the process does not conform to Luqman et al. (2012). It has been revealed that there is lack of proper communication between TAML and PAWU. Similarly, PAWU expressed some level of dissatisfaction especially on the tactics that TAML uses on the negotiating table in order to undermine some of the issues. Ultimately lack of proper communication and inability to negotiate in good faith brings about lack of trust in the process. That is to say there is lack of trust first of all at an estate level between management and the union and secondly at an industry wide level between TAML and PAWU. The research also reveals that there no enforcement actions on the part of TAML to get all its members comply with the process or in default, punish the offenders. On paper members of TAML agreed that those who do not comply with the terms set forth in the CBA would not be allowed to sell their tea through the association. This yet to be implemented. Again, government, through such offices as the Ministry of Labour or the court system, does very little to ensure compliance to the process. That is to say the legal system that necessitate effectiveness of CBA in the industry is lacking. Little efforts have been put in place to ensure that TAML and PAWU negotiate in good faith. Therefore, if one is to base their judgement on this objective alone, then it can be concluded that collective bargaining in the industry is partially effective. However, there are other objectives that need to be looked into and this takes the study to the next objective.

4.3 Assessing the extent to which CB agreements are effected

Under this objective, the study presents and discusses the findings on the ground particularly to do with compliance by both PAWU and TAML to what the parties agreed in collective bargaining. The focus is on wages, working hours and overtime pay as well as health and sanitation issues.

4.3.1 Wages

To start with, it is very important to note that despite the industry having a collective bargaining that stipulates the minimum wage in the industry, the overall workers' wages vary a lot. Information provided by TAML official revealed that wages vary depending on a number of factors such as season of the year, tea estate, type of worker (whether Plucker, factory worker, field worker etc.) and whether a worker is a seasonal or permanent. This will help in understanding the findings even better.

According to the first collective bargaining agreement document between PAWU and TAML, which was dully signed on 23rd day of July 2016, both parties agreed that wage increment would be based on each employee's current wage as at 31st July 2016. The first wage increment was to be for a period of 2 years from August 1, 2016 to 31st July 2018. As at the time the minimum wage in the industry was at K962. All employees on Grades A1 to A3 were to receive an increase of 24 percent (24%) based on each employee's basic wage as at 31st July 2016. Employees on Grade B1 to B5 were supposed to receive a wage increment of Eighteen percent (18%) based on each employee's basic wage as at 31st July 2016.

The parties also agreed that while the first CBA was still operational the parties would still meet to ascertain if the country's economic situation warranted a further adjustment on the wages or not. As such, CBA led to an across the board wage increase of 11.29% for all members of the bargaining unit for the period between 2018 and 2019. For the period between 2019 and 2020, CBA led to an across the board wage increase of 5% for all members of the bargaining unit. This suggests that there is continued monitoring of the agreement just as by Luqman et al., (2012) proposes.

As one respondent observed 'since the development of collective bargaining, we have received an increment in our salaries in each and

every year unlike before the development of the same when we could work for years without salary increment. A male Chemical Handler at Lujeri, on 5th September, 2019

As agreed in the CBA of 2019 to 2020 the minimum wage in the industry was supposed to be K1586.00. Respondents from Eastern Produce and Lujeri estates acknowledged that all workers in these estates receive at least the minimum wage agreed in the collective bargaining agreement. However, workers from Chitakale, estates owned by Mulli Group of Companies still get the Government minimum wage which is lower than what was agreed in the collective bargaining.

We just hear from our colleagues in other estates that their wages were adjusted upwards following what they call CBA. Our wages have not yet increased. A male tea Plucker, Chitakale Tea Estate, on 30th August, 2019.

A summary of the findings is presented in the table below.

Table 3: Responses on Minimum wage status

		Minimum wage		Total
		No	Yes	
Estate	Chitakale	57.10%	42.90%	100.0%
	EP	0	100.0%	100.0%
	Lujeri	0	100.0%	100.0%
	Comforzi	0	100.0%	100.0%
Total		11.60%	88.40%	100.0%

The table shows that 88.40 percentage of the workers in the industry get at least the industry's daily minimum wage of K1586.00 while the remaining 11.60 percent revealed that they get less than the minimum wage. As noted by Steers (1991), a policy or program is said to be fully effective if it fully attains the set objectives. In the case at hand, it can be argued that implementation of the minimum wage is yet to be fully complied with but there has been a great improvement with 88.40 percent of workers now getting at least a minimum wage per day. This means that there is a significant improvement from the findings by Herre et al. (2014) and Van Der Wal (2008). As

such, based on this indicator, it can be argued that collective bargaining in the industry has been 88.40 percent effective. This agrees with the views of the proponents of collective bargaining such as Charlood (2007), Appah and Emieh (2012) and Longe (2015) that indeed collective bargaining can be effective if there is genuine willingness to negotiate. Indeed, to a large extent the findings disputes the notion by The Webb's Classical Approach that collective bargaining is something that is imposed upon the employers by union through such sanctions as strikes. It can be argued here that the 88.40 percent has been implemented without any sanctions from the union. As such The Webb's argument may not be entirely correct.

However, as seen in the chart below, it was further revealed that Chitakale Tea Estate does not fully comply with the minimum wage requirement. The graph, shows that the 11.60 percent of the workers who responded that they do not get the minimum wage is from Chitakale supporting the idea of Lee and Rolee (2009) that not all agreed terms in collective bargaining are implemented. Some employers deliberately undermine some of the terms of the agreement and little effort is made to force compliance. In turn this contravenes with Luqman et al, (2012) proposition that for effective collective bargaining to happen there must be trust between the parties. Trust in this case can be achieved by making sure that all the terms that are in the agreement are fully complied with. However, these findings suggest that there is partial compliance. Consequently, there is lack of trust between the parties. Indeed, lack of trust between the parties has undermined the effectiveness of the machinery in the industry.

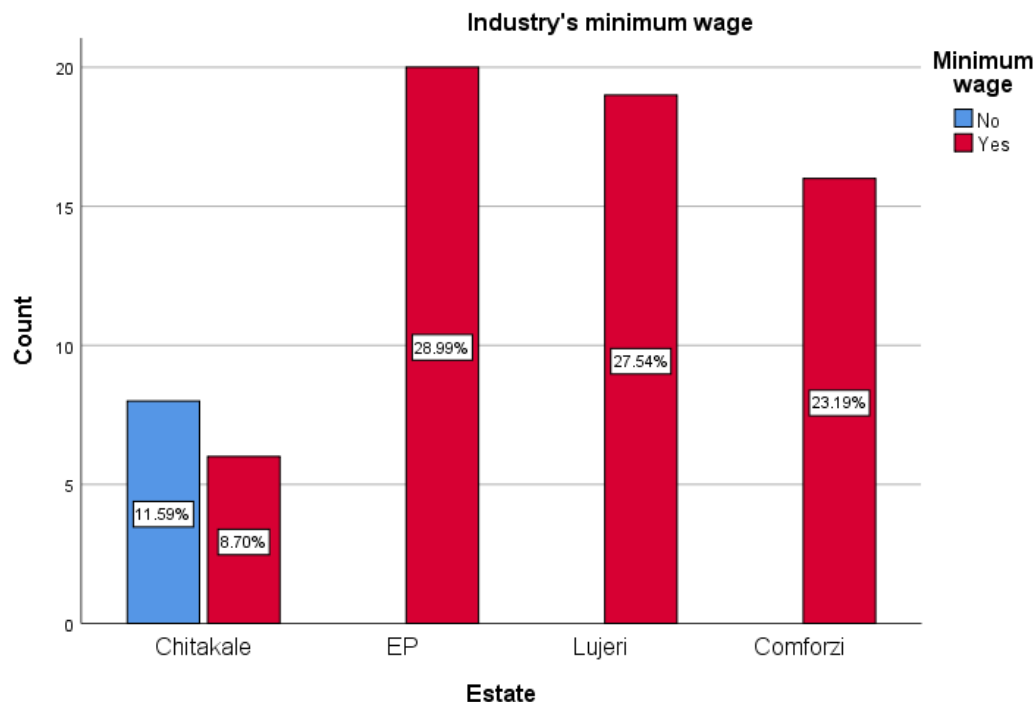


Figure 2: Responses on industry minimum wage

Chitakale worker's sentiments were echoed by union leaders. The leaders revealed that following the monitoring and evaluation which they carried out some months earlier, they found that the estate was yet to comply with some of the terms they agreed in the CBA. One of them was concerning industry minimum wage implementation.

As union leaders, in trying to evaluate implementation of collective bargaining, we found out that all but one estate under TAML have revised the minimum wage upwards as agreed in the CBA. Despite being a member of TAML, Chitakale and Siteco, which are owned by Mulli Group of Companies, for one reason or the other, are still paying government minimum wage which is on the lower side. Surprisingly TAML secretariat has done very little to get this particular employer to comply with what was agreed in the CBA. Possibly is because of the political influence that the owner of the estates has in the country." A male union leader, on 3rd September, 2019.

During the interview it was also revealed that as a measure to ensure compliance of the CBA, TAML secretariat, PAWU leadership, together with representatives of Malawi Tea 2020 Programme, had agreed that noncompliance of the same should be punished by among other things barring the estate from selling tea outside the country through

the association's channels. However, a few years down the line, it appears some enforcement actions are yet to be taken. This suggests that policies to ensure effective collective bargaining are there but just as Ibietan (2013) findings suggest, in the African Continent, CBA has been treated with considerable elevating policies but lacks seriousness when it comes to implementation.

Indeed, despite the fact that the legal framework of Malawi provides for freedom of association and collective bargaining, there is lack of support from the relevant administrative authorities, such as the courts and the labour office. Again, this does not go along with Luqman et al. (2012) model of effective collective bargaining. This implies that collective bargaining effectiveness in the industry is also undermined by labour administrative authorities which do very little to ensure employers honor fully what they had agreed with their employees in the CBAs.

Despite the challenge of lack of compliance by Chitakale Estate, workers at Lujeri, Eastern Produce and Conforzi Estate reported that since the development of the collective bargaining agreement wages have somehow stabilized. Unlike before development, workers now know how compensation changes with different tasks and job categories. Before the CBA, workers were paid only part of the daily wage if there was no enough work for a full day, but after the CBA they are paid for full day, irrespective of the length of work. Daily wages are also protected against bad weather and other unforeseeable events that may affect productivity.

ife tikuwona kuti mgwirizanowo watithandiza chifukwa zaka zammbuyomu usanabwere mgwirizanowu tikagwira osakwanitsa ticket amatilipira zochepa osaganizira kuti nyengo ilibwanji koma pano timalandira yonse ya ticket patsiku ngatisitinakwanitse chifukwa chamavuto azanyengo” A female tea Plucker, Lujeri Tea Estate, on 5th September, 2019.

The findings revealed that there has been a steady improvement despite the workers' claims that the wages are still low. Workers have acknowledged that before CBA came into place, the industry could go four or five years without any improvement in the daily wage. Now that CBA is in place, the workers are now able to bargain and get a wage increment every year. This is consistent with the findings of Purcell (2003),

Malebona, (2008) and Muller-Jentsch (2004) who argue that workers are able to earn a little more if they bargain as a group than when they bargain individually. On the other hand, the findings are inconsistent with the findings of Omole et al. (2006) who concluded that the concept does not bear any fruits on the workers' welfare as agreements reached are hardly implemented. While it is true that some workers have not wholesomely benefited from the development in the CBA, it is also evident that other workers have benefited from the same. As such it is not entirely correct to assume that the concept bears no fruits at all. These findings suggest that collective bargaining can actually be effective.

This view may not really be correct however, if one is to go by the case of Chitakale Estate which continue to pay government minimum wage which is lower than the industry's minimum wage. Perhaps this is the reasoning behind the thinking of Ibieta (2013) and Fajana and Shadare (2012) who opined that in Africa, CBAs are not effective because the concept is not warmly embraced by employers and that unions are mostly seen as distractors. The findings as revealed from the interviews of Chitakale Tea Estate are also consistent with the findings of Adam (2008) that much as the right to bargain collectively is an international right, the common worker does not really benefit from the same as employers still manipulate the process to suit their needs.

In general, despite the stability of the wages, workers still believe not much has been done in terms of improving their leaving wage. While wages have stabilized, daily wages are still quite low and expenses surpass the income for most families. Most workers revealed that they still find it hard to provide for their families and that they mostly survive out of borrowings. Perhaps this is a general concern of the Malawi economy.

In my understanding the CBA and the Malawi 2020 Programme were developed to improve the leaving wage of us tea workers on the ground. As much as we appreciate the wages are now stable and we know what to expect in terms of our daily wage, wages are still so low that we cannot afford to provide for our families. A male Factory Supervisor at Lujeri Tea Estates, on 5th September, 2019.

Sitimadziwa kuti mgwirizanowo umawoneka bwanji. Koma malipiro athu akwerako pang'ono chabe. Koma pali zambiri zofunika kuti zichitike kuti ife ogwira ntchito tizisangalale. Mwachisanzo malipiro omwe timalandira ndiochepabe moti sitikwanitsa kudyetsa mabanja athu. A male seasonal worker at Eastern Produce, interview conducted on 2nd September, 2019.

Respondents also revealed that due to the improved wages, the employers had subsequently increased the daily expected productivity for tea pluckers. Daily task for the pluckers of green leaf was increase from 48 Kilograms to a minimum of 53 kilograms on average per tea plucker per day. Any extra kilograms of the green leaf are sold to management at a rate of MK22.23 per kilogram.

poyamba ticket imakwana ndi 48kg koma pano inakwera kufika pa53 a female Tea Plucker at Lujeri, interview conducted on 2nd September, 2019.

In their various studies, Gomez et al. (2003), Bendix (2010), Appah and Emieh (2012) and Longe, (2015) all emphasized on negotiating in good faith in order to achieve effective collective bargaining. This may be another example where the employer does not bargain in good faith. The employer tries to present itself as if it has raised the minimum wage with 24 percent but at the same time, they increased the task from 48 kilograms to 53 kilograms per day so that the increment in wages is offset by the increment in the task.

4.3.2 Working hours and overtime

According to the terms in the first CBA, both parties agreed to fully comply with provisions in Section 36 of the Employment Act of Malawi No 6 of 2000 which stipulates that all employees within the bargaining unit engaged on hourly or daily rate work are supposed to work for a maximum of Eight (8) hours per day which translates to 48 hours per week. Further, the parties also agreed that overtime be paid as per the provisions of the Employment Act of Malawi 2000 in section 39 for any hours worked above the normal hour.

Going on the ground, this study found quite a number of issues. Responses by Factory Workers, Chainsaw Operators, Chemical Handlers, Tractor Drivers, and Guards revealed that most of the employees work for more than the required 8 hours.

Table 4: percentage of employees that work overtime versus those that do not

		Work hours		Total
		No	Yes	
Estate	Chitakale	42.90%	57.10%	100.0%
	EP	25.00%	75.00%	100.0%
	Lujeri	36.80%	63.20%	100.0%
	Comforzi	50.00%	50.00%	100.0%
Total		37.70%	62.30%	100.0%

The table above shows that over 62 percent of the employees have at some point worked for more than the required 8 hours while the remaining 37.68 percent indicated that they have never worked for more than eight hours. The summary of the findings is further presented in the following chart:

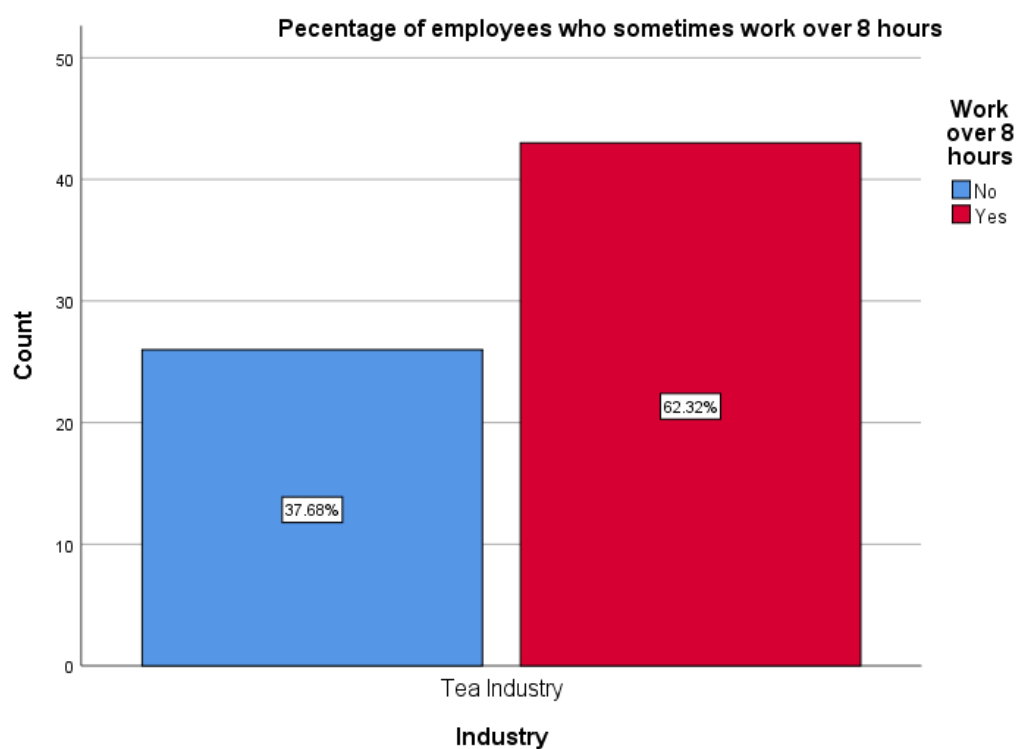


Figure 3: Percentage of employees working overtime in the industry

However, during the in-depth interview that the researcher carried out, over 60% of the respondents, especially Tea Pluckers and Factory workers, work beyond 8 hours but they do not know that they have worked beyond the required hours. It is important to keep in mind that one of the prerequisites of effective collective bargaining as suggested by Luqman et al, (2021) is proper communication. Ultimately proper communication between the employer and the employee builds trust. In this case if there was proper and effective communication in the industry, one would expect that all the employees are aware of the overtime hours that they accrue. On the contrary, as it is shown from the graph in figure 4, that over 60 percent of the workers work more than the required 8 hours but they are not aware that they are supposed to be paid for the extra hours. Indeed, to some extent, the findings of this study agree with the findings by Van Der Wal (2008) and Anker R and Anker, M. (2014) who also revealed that workers in the industry are subjected to long hours of work but not compensated for the extra hours. However, there is gradual improvement in terms of compensating the extra hours.

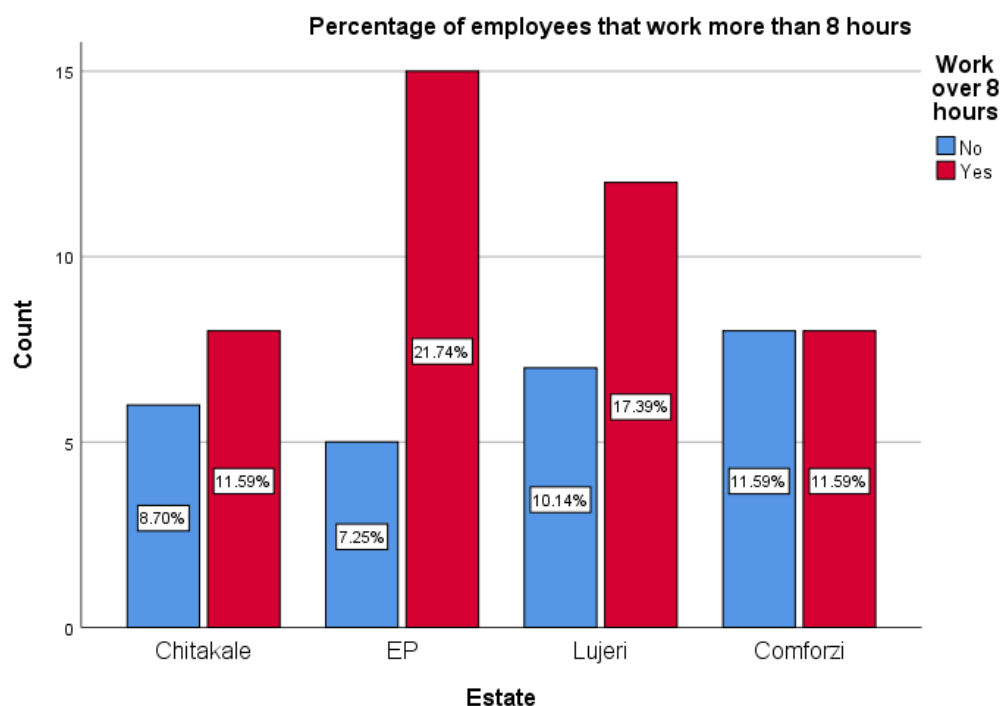


Figure 4: Percentage of employees working overtime in each estate

The chart shows percentages of employees who sometimes work for more than the required 8 hours in each of the four estates. In each of the estates, the findings suggest that at least 50 percent of the employers work beyond the stipulated 8-hour period.

Furthermore, respondents revealed that since the development of collective bargaining, their wages, although still low, have improved since they are now able to raise more through overtime pay which was not the case before CBA was developed. Workers described how hours of work became a little transparent after the CBA and, in particular, how the provisions regarding overtime and overtime pay were observed a little closely. This shows that there is an improvement in overtime pay since the development of collective bargain. The findings differ from Van Der Wal (2008)'s findings which revealed that workers were not paid overtime in the industry. In a way this dispute the argument by Fajana and Shadare (2012) that collective bargaining in Africa is rather just on paper and nothing on ground. It shows where there is will the machinery can be an important instrument to improve the relationship between employers and employees.

*kale tisanapange mgwirizano wabargaining samatipatsa kalikonse
tikagwira nthawi zowonjezera, koma pano amatipatsa”* A male
union leader, 3rd September, 2019.

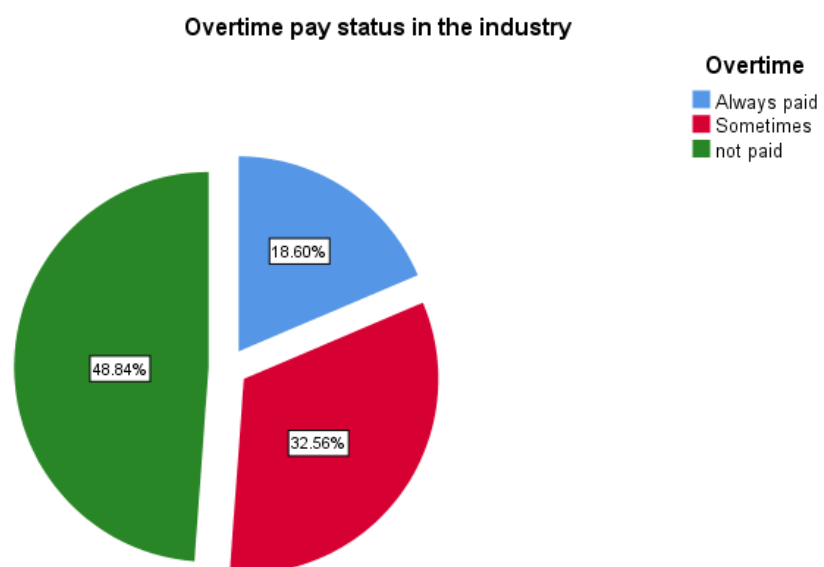
Again, based on the in-depth interview conducted on 5th September, 2019, it was revealed that in all estates Tea Pluckers do not receive overtime when they work extra hours above the normal 8 hours. As per the collective bargaining agreement, the Pluckers are supposed to pluck a minimum of 53 kilos of green leaf. However, the Tea Pluckers receive bonus pay when they pluck more than the minimum prescribed rate of 53 kilos of green leaf tea per day. As such the amount of overtime or bonus Tea Pluckers get depend on how much effort one puts in plucking the tea. The Pluckers revealed that getting the required minimum 53 kilos of green leaf, let alone extra kilos, is relatively easy to achieve during peak season than in off season. This means that Pluckers earn a little more in peak season but not so much in off season because quite a big chunk of pay in peak season is earned because of long hours. The findings are similar to the findings by Van Der Wal (2008) and Anker and Anker, (2014). This show that collective bargaining has not effected any change in terms of overtime for tea Pluckers.

Once tea is plucked in the field, the Tea Pluckers are supposed to wait right beside their tea until officials from the office (Capitaos and Drivers of the Tractors) arrive and

weigh the green leaf and subsequently load it onto the estate's tractor. Almost all Tea Pluckers revealed that despite the CBA stipulating that they work at most 8 hours for normal daily wage, sometimes they start work from 7AM and knock off as late as 9PM or later, but they are not compensated for the extra hour they spend waiting for the Capitaos from the office. A certain female worker expressed concern that they spend a lot of time in the field waiting for officials from the office to come and weigh the green tea but are not properly compensated for the extra hours they spend waiting.

Once we have finished plucking our tea, we wait for the Capitaos to weigh the tea and then load it onto the tractor. They sometimes come as late as 9PM or even later than that. Even if one finishes plucking his or her minimum 53 kilos for the day, he or she cannot leave the field until evening when the Capitaos come with the tractor to weigh the tea, yet we are not paid overtime for the extra hours we spend waiting for them. We feel this is against our agreement in the CBA which requires that every worker be paid for the extra hours above the normal 8hours” A female Tea Plucker at Eastern Produce, interview conducted on 2nd September, 2019.

Similarly, from the questionnaires administered, it was revealed that overtime pay is not entirely honored.



Filtered by Estate variable

Figure 5: Overtime pay status in the industry

The table above shows that at least 18.60 percent of the workers always get paid overtime when they work for more than 8 hours and at least 32.50 percent of the workers get paid overtime sometimes. This shows that there is some progress if one is to compare to the findings of the study by Van Der Wal (2008) which showed that no permanent worker was paid overtime and that for temporally workers, the level of their output defined what they could get at the end of the day. The findings also dispute Smit (2015), Ibietan (2013) and Fajana and Shadare (2012) findings which revealed that the concept of CBA is rather on paper and nothing is done to actually ensure that the concept is applied on ground. This research has reveals that there is CBA implementation but it is a question of the extent to which the agreed terms are effected. This study shows that terms are effected up to a certain level which the employer deems necessary. Beyond that, the employer acts shady and eventually little and sometimes nothing is done at all.

To some up on the issue overtime, it is evident that workers in the industry work long hours. However, unlike the findings by Van De Wal (2008), this time with at least 18 percent of all workers getting overtime on regular basis and 49 percent getting overtime pay sometimes. The rest are either totally in the dark as far as the issue of overtime is concerned or they chose to ignore the fact that when one works for more than eight hours is supposed to get overtime. Again, this shows that communication is not effective. Luqman et al. (2012) suggestion of communication being paramount to effective collective bargaining seem to be lacking in this case.

4.3.3 Annual leave, sick leave and maternity leave

According to the Employment Act of Malawi 2000 and the collective bargaining agreement, tea garden workers are entitled to various types of leave namely annual leave, sick leave and maternity leave. This research has established that annual leave, sick leave or maternity leave is generally allowed in the estates but it all depends upon the will of management. Some respondents stated that they get leave when necessary while others reported that they did not get leave in time of need. On the part of TAML officials justified denial of leave as necessary on occasions where the tea garden has huge pressure of work and that workers are granted leave once the pressure is over. Another important finding on annual leave is that many workers do not know how

annual leave works as such they do not apply for it. On maternity leave, workers acknowledged that they are now allowed to go on leave and still get they wages. This defeats the who purpose of negotiating in good faith as advocated by Luqman et al. (2012) who argue that negotiating in good faith brings about trust between the negotiating parties. As shown in the responses some employees do not know their rights as far as the issue of holiday is concerned. Employers have a duty of advising workers to take accrued or annual leave (ILO, 2020).

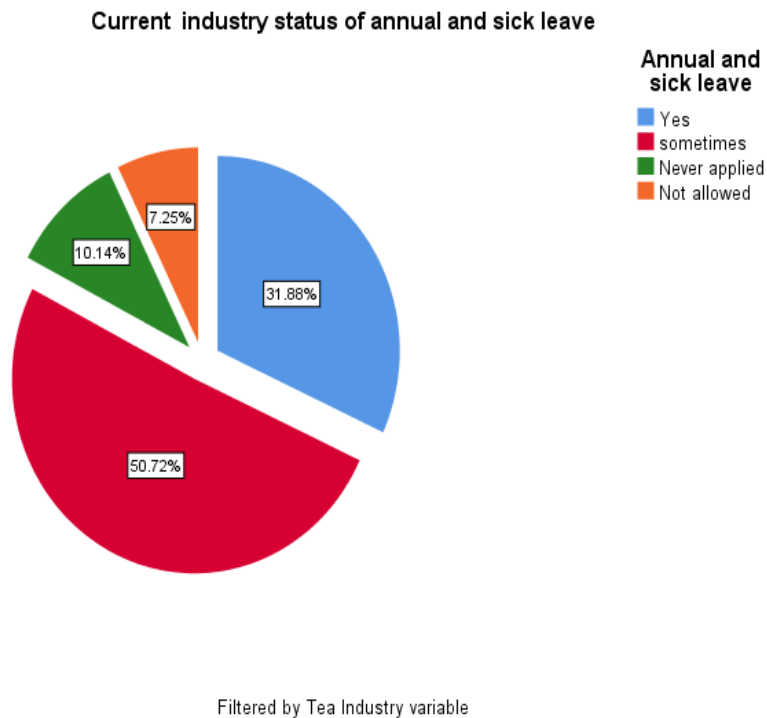


Figure 6: Industry wide current annual and sick leave status

The chart show that 31.86 percent of the workers responded that they always go for annual and sick leave, if need be, 50.72 percent responded that sometimes they are allowed, 10.14 percent responded that they have never applied for the same while the remaining 7.25 percent responded that they are not allowed to go for annual leave. The results clearly show that there is partial implementation of collective bargaining as far as the issue of annual leave is concerned.

The next chart looks into the status of maternity leave.

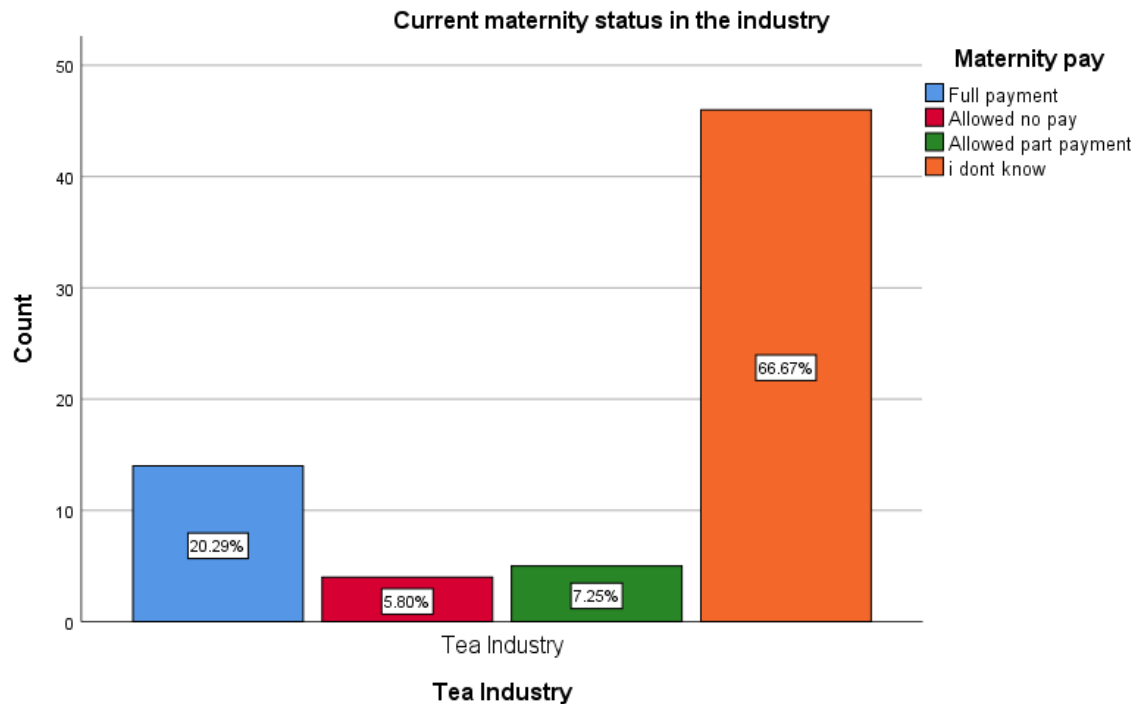


Figure 7: Industry wide current maternity leave status

The chart above shows various percentage of the status of maternity leave in the industry. It is seen that 20.29 percent of the employees acknowledged that female workers on permanent employment are allowed to go for maternity and still get full pay, 5.80 percent said that female workers do not get paid when they go for maternity, 7.25 percent responded that once female workers go for maternity they do not get full pay and finally 66.67 percent expressed ignorance on the issue. As Anker and Anker (2014) reveals, before the development of the CBA, workers were not paid their daily wages if they did not work regardless of the reason. This research however reveals that those working in permanent positions are paid provided they have genuine reasons for their absence from work. Workers are now allowed to go on maternity leave and still get paid. The findings contradict Omole et al, (2006), argue to say the concept of collective bargaining does not bear any fruits on the workers' welfare as agreements reached are hardly implemented. This shows that to a certain extent the agreements are implemented.

Safety and Sanitation

As per the collective bargaining agreement signed on 23rd day of July 2016 in terms of safety, the two parties had agreed the following on Personal Protective Equipment (PPEs);⁸

Table 5: PPE requirements for each category of worker

Category of the worker	PPE type to be provided
Green Tea Pluckers, Plucking Capitaos, Tractor Drivers	Industrial boots, overalls, and rain capes.
Chain Saw Operators, Sawmill Operators, Stokers and Welders	industrial boots
Herbicide Applicators, Cement and Concrete Mixers, Sanitary Cleaners, Daily Operators, Builders, Irrigation Operators and any other employee engaged in the use of detergent material	wellington boots, overall, protective gloves and dust coast
Vehicle Mechanics, Builders, Factory Mechanics, Drivers, Plant Operators, Chainsaw Operators, painters and any other factory operators.	Boiler suits or factory overalls.

For temporally employees the agreement was that they should be provided with PPEs which would be withdrawn at the end of the week and then reissued in the following week.

According to the results of an in-depth interview conducted on the 6th September, 2019, officials from TAML revealed that they had agreed in the collective bargaining that all its members should provide the necessary PPEs to the workers. Since then, there has been improvement in PPEs in the estates.

We agreed in the corrective bargaining negotiations that workers should be provided with the necessary protective clothes at all time. So far we have tried to do as such although there are some challenges in

terms of compliance by all the estates a TAML Official reveled, on 3rd September, 2019.

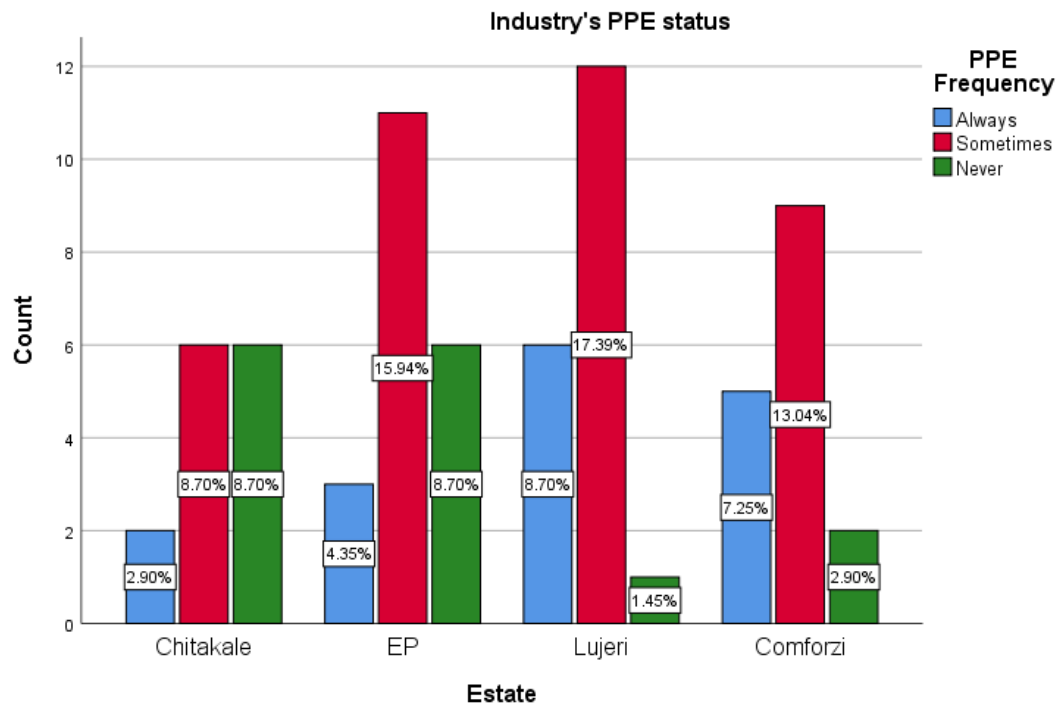


Figure 8: PPE status in each estate

The chart shows percentages of the times when workers put on PPEs in each of the estates under study. A consolidated industry wide status of the PPEs is presented in the next chart.

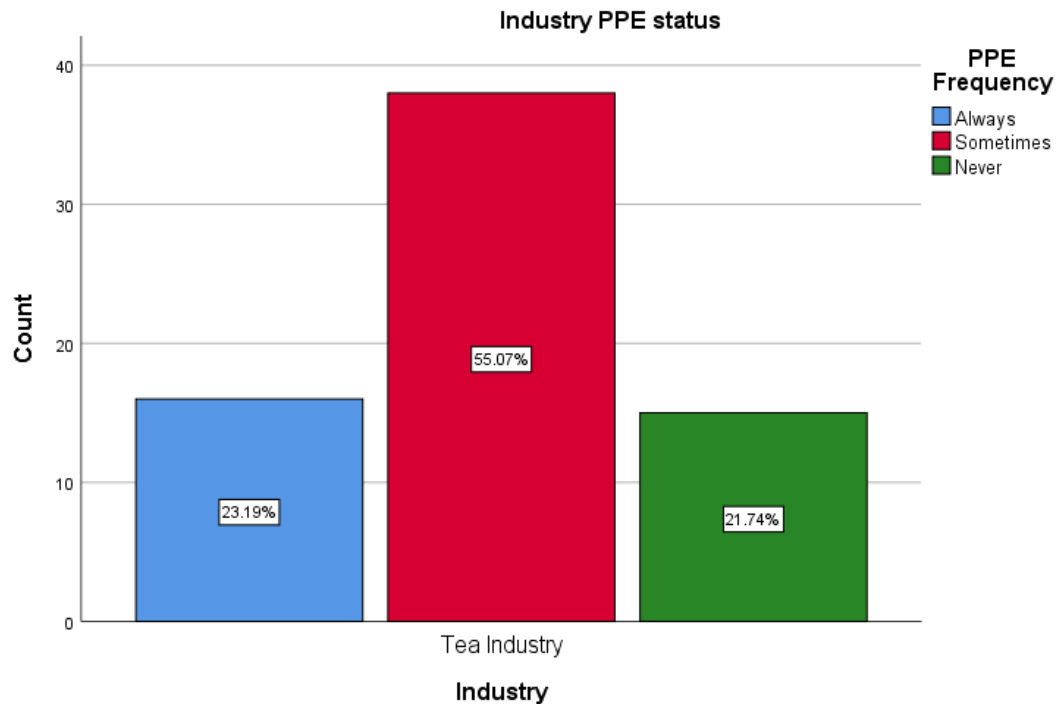


Figure 9: Industry wide PPE status in each estate

The chart shows that only 23.19 percent of the workers always put on PPEs, while 55.07 percent put on the PPEs but not always and the remaining 21.74 percent do not put on PPEs at all. This is against what was agreed in the CBA. Workers are supposed to put on PPEs at all times. Again one worker was quoted as saying

most of the times those of us in the factories are given the necessary PPEs. Our colleagues in other departments however, use their own clothes except for the chemical handlers. In such departments as tea plucking management only becomes serious with PPEs when it hears that officials from government are coming for inspection. When that time comes then management ensures that the front-line workers who meet such officials are in full PPES. They only do this to cover their tracks. A male Factory Workers at Eastern Produce, on 2nd September, 2019.

However, for Tea Pluckers, who form the largest number of tea workers, they are hardly provided with PPEs or at best they are given PPEs which are not of good quality and lasts for a few months at most. The rest of the season, tea pluckers do not put on PPEs. The pluckers revealed that they mostly dress up in their personal clothes. For instance,

when plucking tea workers are usually on their feet for hours carrying baskets on their backs. However previous research studies revealed that despite tea plucking being a hard work, workers often have to protect themselves from work related injuries through their own means ((Van Der Wal, 2008). The situation for the pluckers appears not to have changed much since then. This in essence means that those who cannot afford to protect themselves do the task without protection.

Nthawi zambiri timagwira ntchito opanda zozitetezera chifukwa samatipatsa Mikhwacha kapena nthawi zina amatipatsa mikhwacha yosalimba. Ngakhale kugwe mvula timagwira ntchito opanda zovala ndi nsapato zozitetezera A female Tea Plucker at Eastern Produce, interview conducted on 2nd September, 2019.

According to the respondents, most of the times they work without protective clothes. Indeed this was also observed during a tour of the estate. The respondents revealed that they are given Mikhwacha (protective clothes) meant to last the whole season but they are usually not strong enough. Barely a few months into plucking season the clothes are worn-out. When that happens despite the CBA stipulating that they have protective clothes at all times, management refuses to give them another set. Even when it is raining, they usually don't have rain coats and the right shoes.

Again, the findings take us back to the findings by Ibietan (2013) who argued that there is continued perfidy among employers and management to honor fully the terms agreed upon in the collective bargaining. As such, when the employers continue to refuse to engage in meaningful bargaining, then chances are that there is going to be continued tension between the two parties would arise just as Gall, (2007) and Johnstone et al. (2004) suggested.

On the same issue of health and safety, as part of improving the sanitation of the estates, the collective bargaining agreement stipulates that the estates should provide pit latrines in the tea fields. According to both sides the issue of pit latrines arose during the CBA negotiations because for long Tea Pluckers have struggled when they are in the fields because management did not construct pit latrines for them. Tea Pluckers from all the estates under study acknowledged that since the development of CBA there have been efforts to improve the sanitation of the field works by among other things constructing

pit latrines. However, the respondents expressed dissatisfaction on the small number of the pit latrines to compared to the larger number of field workers.

we acknowledge that we have pit latrines in the fields now although the number is too small compared to the number of Tea Pluckers” Female Tea Plucker at Lujeri, on 5th September, 2019.

Pit latrines for the field workers have been constructed. However, the maintenance of the pit latrines is lacking. Due to rains, some pit latrines got damaged and no efforts are made to maintain them. There have been efforts on the part of PAWU to push management of different estates but so far the response from management has not been forth coming. Female Tea Plucker at Eastern Produce. On 2nd September, 2019.

One may wish to know that besides all these unsafe work conditions, most of the workers are not on any medical insurance. When such workers fall sick, they are taken to local health centers and normally the employer is never concerned with the wellbeing of the worker. Improvement of health care facilities should be given higher priority in order to create empowered and sustainable tea growing communities in Malawi.

All these conditions show how poor the work environment in tea estates is when it comes to issues of diseases and injuries. Most of the employer take advantage of the fact that officials from Ministry of Labour hardly do work environment inspections to determine its conduciveness. It is always important to remember that prevention is better than cure and for a country that struggles to have proper medical care in its hospitals, it is imperative that the work environment for these workers is safe.

In general, the findings have different implications on the Webbs Classical Approach to collective bargaining. In the first place the findings seem to agree with the theory that the concept is an economic model than enables workers to earn more although the findings also reveal that collective bargaining is much more than just an economic model. This research has revealed that workers do not just bargain for conditions that are economic in nature only but they are also able to bargain for other non-economic working conditions such as safety of the work environment. Secondly the findings of this research dispute the theory's view that collective bargaining is exclusively a union

method which has no implicit or explicit interests on the part of the workers. As it has been revealed in the findings, as an employer, TAML was able to bargaining for improved productivity of the green leaf thereby showing that employers do have explicit interests in the mechanism. Again, a workforce that is well rewarded and has safe and good working conditions is expected to result into improved productivity and possibly low labor turnover which shows there is also implicit interest for the employers.

Based on the findings of this objective, in terms of effectiveness of collective bargaining in the industry, it has been revealed that so far TAML has partially complied with the terms the parties agreed in the collective bargaining by implementing some of the terms while ignoring others. The workers acknowledge that there is implementation on the ground of minimum wages, partial implementation of overtime pay, leave and safety. Again, this has brought about lack of trust between TAML and PAWU. Another revelation is that there are no enforcement actions on the part of TAML to get all its members comply with the CBA in terms of implementation or in default, punish the offenders. This is in contrary to the model of effective collective bargaining as proposed by Luqman et al. (2012). However, the findings partly dispute the theory proposed by The Webbs that the machinery is exclusively a union method that is forced on the employer. This is evidenced by the fact that despite have no industrial actions withing the period that the agreement has been operational, TAML has managed to comply with some of the terms in the agreement. TAML has ensured that at least seven members comply with the minimum wage set in the agreement. Therefore, based on this objective, it can be concluded that collective bargaining in the industry is partially effective.

4.4 Factors affecting the implementation of collective bargaining in tea industry.

Despite collective bargaining being a key milestone on the Malawi Tea 2020 journey towards a living wage for plantation workers, there are quite a number of factors that affect the effectiveness of the same. Some of the major factors that both PAWU and TAML pinpointed to have impacted collective bargaining are now discussed in this section.

4.4.1 Structural Factors

Structural factors have affected the collective bargaining in the industry both positively and negatively. On one hand, the development of the Malawi Tea 2020 Programme, in which TAML and PAWU are affiliates have necessitated the development of the machinery. Previously, before the programme was initiated, employers were not willing to enter into collective bargaining. Employees were either forced to accept the terms that were unilaterally put on the table by the employer or quit if they felt unsatisfied. The coming in of the Malawi Tea 2020 programme has ensured, or rather, has attempted to bring together employer and employee to among other things bargain collectively.

On the other hand, officials from TAML and PAWU leadership expressed concern with seasonality nature of the industry contracts. This has been a great challenge for the industry, especially with regards to collective bargaining because for there to be collective bargaining, then the 15 percent discussed earlier on has to be there. So far it has proved that re-engaging members after they are recruited back from off season has not been an easy job for PAWU leadership. This has resulted in low union density. According to both TAML and PAWU, the highest has been 19 percent. Other times, union density gets even lower than the required 15 percent making it hard for PAWU to bargain. As it was argued by Keane (1992), the strength of labor union, and ultimately the quality of the negotiations in CBA, depends on three factors, namely: members regularly paying the annual fee to the labor union, members willing to participate in the activities arranged by the labor union, and the size of the labor union itself. Evidently, it is not entirely wrong to say that the seasonality nature of the contracts does seem to weaken the union in a number of ways. Among other things, it was found that there is reduced membership during off season and the annual subscription fee that the union gets from its members is not on regular basis.

On 3rd September, 2019, Union leader revealed,

when individual contracts come to an end, those who are union members stop to be members and so this reduces the membership further. As PAWU we would have to start again approaching employees to convince them to join the union, which is not an easy task.”

Although Gall (2005), suggested that it may be possible that unions that have a large number of members are weak because members may be passive with respect to the labor union's activities or may not participate in the union's activities, Kneitshel (1986) argued that the strength of workers' union in collective bargaining is among other things determined by solidarity of the members and the economic independence of the union.

4.4.2 Social Factors

Most of the workers are so illiterate that they are easily dissuaded by estate managements from joining PAWU making the union weak. It should be noted that for years, workers in the industry have struggled to get the employers to the bargaining table. It was not until Malawi Tea 2020 Partnership was introduced by various stakeholders is the industry to, among other things, compel employers to pay a living wage to the workers. Such being the case, the employers are not entirely happy to see a vibrant PAWU. As such they use all the necessary means to make it weak.

When we try to get more workers to join PAWU, individual employer easily dissuades the workers from joining. They do this so that PAWU remains weak. They do not want a strong and vibrant union because they know that some of their decisions would be challenged.” A male Shop Steward, 3rd September, 2019.

In this study it was also found that as a result of high levels of unemployment in the country, and more especially amongst the not so educated masses, who leave in the remote areas of Malawi, workers tend to accept anything that is offered on the table by the employer. When the research was conducting interviews, it was evident that even some union leaders do not understand the whole concept of collective bargaining. As such TAML has more bargaining power than PAWU. The study findings are consistent with the findings by Freeland (1999) and Mawonera and Lee (2000) who all argued the relationship between an employer and the worker is typically the relation between the bearer of power and one who is not a bearer of power. Even during the process of bargaining, workers are subjected to submission while the employer manipulates the bargaining process. In turn, such tactics the employers use include curtailment of the right to strike as a form of dispute settlement. Workers cannot withhold their labour without facing some sort of penalties. These are some of the intimidating tactics and

approaches usually employed by some of the members of TAML. This in turn weakens the bargaining ability of PAWU members as employees' representatives fear to be victimized by their employer.

4.4.3 Political Factors

Another major factor as revealed by union leadership and through the researchers own observation is that there is lack of support from the government. The political will to necessitate the development and implementation of collective bargaining in the industry is not there. As Luqman et al. (2012) and Smit (2015) suggest, the level of political will determines the effectiveness of CBA. This is particularly seen in Europe where strong legal regulations and support from the state has brought about success of collective bargaining (Schulten et al., 2015). In the case at hand PAWU officials believe that the policies and legislations are there in place but those in position of political influence deliberately undermine them knowing that they will not in any way be punished. This takes us back to the issue of Chitakale paying the government minimum wage despite the CBA having its own minimum wage.

If government was really committed to improving the quality of tea and the welfare of the workers in estates then by now it should have been really serious to ensure that laws governing labour relations in these plantations are followed. However, it appears there is little concern for us in the plantations. For instance, as PAWU leadership, we have tried to get SITECO and Chitakale to comply to the CBA but to no avail. As a punishment for lack of compliance, we agreed that the employer cannot export tea but those two are at liberty to do as they wish and walk away with it. Possibly because the owner of these estates is politically attached to the ruling party."

4.4.4 Economic Factors

One of the basic requirements for the smooth operation of an organisation is the financial capacity of the organization. Similarly, just as Ahmmed, and Hossain, (2016) opined to ensure that a trade union runs its affairs smoothly, it has to be financially independent otherwise it will not be able to operate effectively. PAWU mostly depends on membership subscription for its finances. Members are deducted one percent of their wages as an annual membership fee. Considering that the wages are already low the

union does not get enough. This means that an organisation of about 8500 raises about K3,400,000.00 on average which is supposed to cover its operations for the whole year. This, according to PAWU leadership, has proven to be a challenge because the funds that the union raises are not enough to cover for its activities.

The findings, however, seem to disagree with the finding by Lee and Rolee, (2009), Arif (2018) and Ahmmed and Hossain (2016) who had suggested that collective bargaining is rendered ineffective by union leaders who seem to promote their own interest first. On the contrary, much as the leadership of PAWU is weak, the findings clearly suggest that the leaders have been the ones promoting the interest of both union and non-union members. As pointed out earlier some union leaders even go to the extra mile of using their own resources just encourage union members. As such to suggest that collective bargaining is rendered ineffective by union leaders, at this level then it would be totally untrue. Indeed, during one of the visits to PAWU secretariat, in Thyolo, it was found out that during one of the leadership meetings, leaders had to use their own personal to cater for transport from all over the country. As such some leaders did not show up for the meeting for a number of reasons including issues to do with lack of means of transport

4.5 Chapter Conclusion

This chapter has presented, interpreted and discussed the results of the study. It started with discussing what TAML and PAWU had agreed in the CBA then proceeded to reveal the findings on the ground and then discussed the findings. The next chapter presents conclusion and recommendations for further studies.

CHAPTER FIVE

CONCLUSION AND RECOMMENDATIONS

5.1 Introduction

This chapter presents the conclusion based on the findings of the study. It also makes further recommendations for future research areas and presents policy implications of the findings. The chapter starts with a summary of the study and ends with implications of the findings.

5.2 Summary of the study

The purpose of the study was to analyse the effectiveness of collective bargaining agreement in the tea industry in Malawi. Specific focus was on how the process of collective bargaining is carried out in the industry, evaluating the extent to which the agreed terms in the collective bargaining are implemented and last, but not least, the research analysed some of the factors that have necessitated or hindered the success of collective bargaining in the industry.

In summary for there to be effective collective bargaining, Luqman et al. (2012) argues that the work environment needs to be conducive to necessitate the same. According to Luqman et al. (2012), conducive environment entails existence of an enabling legal framework that encourages collective bargaining, existence of recognizable unions, prevalence of freedom of association among involved parties, trust and communication among the parties and also regular review of the CBAs.

In this research it has been established that TAML recognizes PAWU for the purposes of collective bargaining even if PAWU representation fails short of the minimum requirements. Indeed this contributes to the effectiveness of the machinery. However, TAML does not always act in good faith.

This is shown when, despite recognizing PAWU for the purposes of collective bargaining, evidence at hand proves that workers in the industry do not associate freely. This is in contrary to Luqman et al. (2012) proposition that effective collective bargaining requires workers to associate and make decisions freely. In turn, this brings about lack of trust between the parties, thereby deviating from another condition that Luqman et al. (2012) suggest is necessary for effective bargaining

In terms of the actual negotiations and implementation Bendix (2010), Luqman et al. (2012), Appah and Emieh (2012), and Longe (2015) all agree that for there to be effective collective bargaining, then the parties must negotiate in good faith which consequently brings about trust between the parties. However the research established that the negotiations are not done in good faith. This is shown when TAML still acts shady in the negotiating process by, among other things, dictating what terms can be negotiated upon and what cannot be negotiated upon. Again, the research established that there is partial compliance to the terms that were agreed in the CBA. For example, the study found that despite having collective agreements governing wages and overtime payments, only 88.4 percent of the workers get at least the industry's minimum wage. In terms of overtime pay, the study discovered that only 18.6 percent of the workers always get overtime pay while 32.56 percent get occasional overtime payments, whereas 48.84 percent do not receive overtime pay at all. The study observed a similar fragmental outcome regarding safety of the workers. This brings about mistrust between the parties there by compromising the process.

Another requirement for effective collective bargaining as noted by Luqman et al., (2012) and Ahmmed and Hossain (2016), is that there should be legal frameworks and policies that encourages collective bargaining, by among other things, ensuring compliance. These frameworks and policies can only bring about effectiveness if labour administrative authorities ensure that the legal frameworks and policies are working and adhered to. In this study it has been established that collective bargaining frameworks and policies are there but PAWU lacks support of labour authorities. Finally factors such as economic and political have negatively impacted on the process of collective bargaining in the industry. These challenges compromise CB effectiveness in the industry.

On the basis of these findings the study concludes that collective bargain in tea industry is partially effective. Manifestation of the machinery of collective bargaining in the industry, where most workers are not so educated and labour is so much in abundance, is limited to the will of the employers. However the findings dispute Webb's Classical Approach to Collective Bargaining which argues that collective bargaining is simply an economic model which is forced on the employers by unions through such sanctions as strikes and no implicit or explicit interest on the part of employers.

5.3 Recommendations for further studies

There are a lot of grey areas for research on collective bargaining in Malawi. Not many authors have researched this concept here in Malawi. One area that is yet to be researched on is the issue of collective bargaining and productivity. Researchers have not yet explored how the development of collective bargaining in the industry has affected productivity of the workers. Again, considering that women in the industry are in large numbers, one may find it interesting to explore the collective bargaining concept in relation to gender by exploring the impact of the same on women and gender issues.

5.4 Policy Implications

Research has shown that when employers work as individuals, then it can be difficult to negotiate with an employer. Individual workers are mostly faced with "take it or leave it" type of offer. If an employee does not take it, then the employer hires someone else to do the work. On the other hand, through collective bargaining workers band together to create a louder voice that can help provide one another with a mutually beneficial outcome. This therefore, implies that lack of definite policy compliance approaches coupled with lack of knowledge or skills on collective bargaining will still leave workers suffering from cases low wages, unsafe safe environment, unfair dismissals, among others, since employers will continue operating as if there is no collective bargaining.

Finally, Beardwell et al. (2004) and Luqman et al. (2012) argues that collective bargaining brings about industrial peace and harmony. Consequences of lack of the same need not to be overemphasized. There are clear growing inequalities, economic insecurity and precarious work are among some of the effects. Consequently, this may

result in tensions which may further result in increased industrial actions such as strikes and lock out. In the long run the industry may suffer from reduced productivity in terms of output quality as well as quantity.

REFERENCES

- Adams, R. J., (2008). The Human Right of Police to Organize and Bargain Collectively. *Police Practice & Research*, 9 (2), 165-172.
- Addison, J.T., Schnabel, C. & Wagner, J., (2004). The Course of Research into the Economic Consequences of German Works Councils. *British Journal of Industrial Relations*, 42 (2), 255 - 281.
- Adewole, O.A., & Adebola, O. G., (2010). Collective bargaining as a strategy for industrial conflict management in Nigeria. *Journal for Research in National Development*, 8(1), 326-339.
- Ahmmed, F., & Hossain, M., (2016). *A Study Report on Working Conditions of Tea Plantation Workers in Bangladesh*. ILO Country Office for Bangladesh
- Akhaukwa, P.J., Maru, L., & Byaruhanga, J., (2013). Effect of Collective Bargaining Process on Industrial Relations Environment in Public Universities in Kenya. *Mediterranean Journal of Social Sciences*, 4(2), 275-286.
- Aluchio, L.P.A., (1998), *Trade unions in Kenya: Development and the system of industrial relations*. Jomo Kenyatta Foundation, Nairobi.
- Amin, M.E., (2005). *Social science research; Conception, Methodology and Analysis*: Makerere University, Kampala
- An, J. Y., Yom, Y. H., & Ruggiero, J. S. (2011). Organizational culture, quality of work life, and organizational effectiveness in Korean university hospitals. *Journal of Transcultural Nursing*, 22(1), 22-30.
- Anker, R., and Anker, M., (2014) *Living wage for rural Malawi with focus on tea growing area of Southern Malawi*.
https://www.researchgate.net/publication/322402942_Report_Living_Wage_for_rural_Malawi_with_Focus_on_Tea_Growing_area_of_Southern_Malawi.
- Appah, E., & Emeh, A., (2012). Employee Reporting and Collective Bargaining in Organisation. A need for Disclosure: Kuwait Chapter of Arabian. *Journal of Business and Management*, 1(8), 25 – 36.
- Arif, M. (2018). *Tea garden workers are the marginalised of the marginalised*. Dhaka Tribune, 3February 2018. <http://www.dhakatribune.com/magazine/arts-letters/2018/02/03/tea-garden-workers-marginalised-marginalised/>
- Babola, S.S., & Ishola, A.A., (2017). Perception of Collective Bargaining and Satisfaction with Collective Bargaining on employees' job performance. *Corporate Ownership & Control*, 14(2), 296-301.
- Beardwell, I., Holden L., & Clayton, T., (2004). *Human resource management: A contemporary approach* (4th Ed.). Pearson Education ltd. London

- Bendix, S., (2010). *Industrial relations in South Africa; commonality, conflict and power in collective bargaining* (5th ed.). Juta, Cape Town.
- Bernard, H.R., (2002). *Research methods in anthropology: Qualitative and quantitative approaches*. 3rd Alta Mira Press, California.
- Bernard, C.I., (1938). *The functions of the executive*. Harvard University Press, Cambridge.
- Bogdan, R.C., & Biklen, S.K., (1982) *Qualitative Research for Education: An Introduction to Theory and Methods*. Allyn and Bacon, Boston.
- Bratton, J., & Gold, J., (1999) *Human Resource Management: Theory and Practice*. Macmillan. London.
- Bryman, A. (2004). *Social Research Methods* (2nd ed.). Oxford University Press.
- Budhwar, P. S., (2003). Employment relations in India. *Journal of Industrial Relations*, 25(2), 132-148.
- Burns, N., & Grove S. (2003). *Fundamentals of research methodology for health care professionals* (2nd ed.). Juta and Co
- Charlwood, A., (2007). The de-collectivisation of pay setting in Britain 1990-98: incidence, determinants and impact. *Industrial Relations Journal* 38(1), 33-50.
- Chikoko, R., (2017). *Riding on the back of tea farmers, workers*. The Nation Newspaper. 30 Nov, 2017.
- Centre for Research on Multinational Corporations (2008). *The Malawi Tea Research*.
- Choy, L.T., (2014). The Strengths and Weaknesses of Research Methodology: Comparison and Complimentary between Qualitative and Quantitative Approaches. *IOSR Journal of Humanities and Social Sciences*, 19(4), 99-104.
- Cloutier, J., Denis, P.L., & Bilodeau, H. (2012). Collective Bargaining and Perceived Fairness: Validating the Conceptual Structure. *Relations industrielles/Industrial Relations*, 67 (3), 398-340.
- Cole, G. A., (2002). *Personnel and Human Resource Management*. Book Power Thomson Learning. London.
- Collis, J., & Hussey, R., (2003). *Business Research: A practical guide for undergraduate and postgraduate students*. Macmillan Press Ltd, London.
- Cooksey, R. & McDonald, G. (2011). *Surviving and thriving in postgraduate research*, Prahran, VIC, Tilde University Press.

- Denscombe, M., (2008). Communities of practice. A research paradigm for the mixed methods approach. *Journal of Mixed Methods Research*, 2, 270–283
- Doellgast, V., Benassi, C., (2014). *Edward Elgar Handbook of Employee Voice*. London School of Economics and Political Science.
- Dunlop, J. T., (1958) *Industrial Relations Systems*. Holt Rinehart and Winston. New York
- Durevall, D. & Mussa, R., (2010). *Employment Diagnostic Analysis on Malawi. A report prepared for the Government of Malawi*. Geneva: ILO, 2010.
- Dzimhiri, L. (2016). *Industrial Relations in a Developing Society: The Case of Colonial Independent One-party and Multi-party Malawi* (2nd ed.). Academic Books Publishers
- Ekwoaba, J., Ideh, D., & Ojikutu, K., (2015). Collective Bargaining: An Evaluation of Conflict Management Strategies in the University of Lagos, Nigeria. *Journal of Emerging Trends in Economics and Management Sciences (JETEMS)*, 6 (7), 220 – 227.
- Eldring, L. & T. Schulten (2012), Migrant workers and wage-setting institutions: Experiences from Germany, Norway, Switzerland and the UK. *EU labour migration in troubled times*. Surrey: Ashgate
- Employment Act of Malawi 2000.
- Fajana, S., & Shadare, O., (2012). Workplace Relations. Social Dialogue and Political Milieu in Nigeria; *International Journal of Business Administration*, 3(1), 75 – 83.
- Fashoyin, T. (1999) *Industrial Relations in Nigeria* (2nd ed.) Longman Nig. Ltd, Lagos.
- Fischer, C.T., (2005). *Qualitative research methods for psychologists: Introduction through empirical studies*, Academic Press
- Freeman, R.B., & Han, E., (2012). The War against Public Sector Collective Bargaining in the US. *Journal of Industrial Relations*, 54(3), 386–408.
- Gall, G., (2007). Turning full circle? Changing industrial relations in the magazine industry in Britain. *Personnel Review*, 36(1), 91-108.
- Gill, J., & Johnson, P., (2002). *Research Methods for Managers*, Sage, London.
- Gomez, M., Luis R., Balkin, D. B., & Cardy, R. L., (2003). *Managing Human Resources*. Pearson Education. Delhi India:
- Hameed, S.M.A., (2016). A Theory of Collective Bargaining. *Relations industrielles / Industrial Relations*, 25(3), 531-551

- Herre, R., Hurst, P., Longley, S., & Luig, B., (2014). *Harvesting Hunger Plantation Workers and the Right to Food*. Bischöfliches Hilfswerk Misereor e.V. Mozartstraße.
- Huebler, O. & U. Jirjahn (2003). Works councils and collective bargaining in Germany: The impact on productivity and wages. *Scottish Journal of Political Economy* 50(4), 471-491
- Hunter, R.P., (1999). *Michigan labour laws: What every employee should know*. Available: <http://www.macknac.org/article> (October 4, 2019).
- Ibietan, O., (2013). The legal framework of collective bargaining in the Nigerian public sector: A process approach. *International Journal of Administration and Development Studies*, 3(1). 145-156
- Idris, I. (2018). *Modern slavery within the tea industry in Bangladesh*. K4D Helpdesk Report. Brighton, UK: Institute of Development Studies.
- ILO, (2008). *Freedom of association in practice: Lessons learned. Global Report under the follow-up to the ILO Declaration on Fundamental Principles and Rights at Work*. Geneva, International Labour Conference 97th Session.
- ILO, (2015). *Collective Bargaining: a policy guide/International Labour Office, Governance and Tripartism Department (Governance), Conditions of Work and Equality Department (WORKQUALITY)*: Geneva:
- Ivancevich, J.M., & Matteson, M.T., (2002) *Organisational behaviour and management* (6th ed). McGraw-Hill, Boston.
- Jackson, G., (2005). *Contested Boundaries Ambiguity and Creativity in the Evolution of German Coordination. Beyond Continuity*. Institutional Change in Advanced Political Economies. New York, Oxford University
- Jensen, U., & Rässler, S., (2007). *The Effects of Collective Bargaining on Firm Performance: New Evidence based on Stochastic Production Frontiers and Multiply Imputed German Establishment Data*. IAB Forschungsbericht.
- Johnston, T. (1999). *Employment Relations*. London, McGraw Hill.
- Johnstone, S., Wilkinson, A. & Ackers P. (2004). Partnership paradoxes: A case study of energy company. *Employee Relations*, 26(4), 353-376.
- Katz, D., & Kahn, R.L., (1978). *The social psychology of organisations*. (2nd ed). Wiley, New York.

- KHRC, (2008). *A Comparative Study of the Tea Sector in Kenya: A Case Study of Large Scale Tea Estates*. Nairobi, Kenya
- Labour Relations Act of Malawi 1996
- Lamarche, C., (2015). *Collective bargaining in developing countries*. IZA World of Labor, 2015, No 183 . <https://wol.iza.org/articles/collective-bargaining-in-developing-countries/long>
- Lee, M. (2005). Crafting remedies for bad faith bargaining, coercion and duress: Relative ethical flexibility in the twenty-first century. *Australian Journal of Labour Law*, 18(1), 26–52.
- Lee, J., & Rolee, D., (2009). Labor-management partnership at Korean firms: Its effects on organizational performance and industrial relations quality. *Personnel Review*, 38 (4), 432-452.
- Leedy, P., & Ormrod, J., (2001). *Practical research: Planning and design* (7th ed.). Upper Saddle River, NJ:
- Lewin, D., Keefe, J.H., & Kochan, T.A., (2012). The New Great Debate about Unionism and Collective Bargaining in U.S. State and Local Governments. *Industrial and Labor Relations Review*, 65(4), 749-778.
- Lodico, M., Spaulding, D., & Voegtle, K., (2006). *Methods in educational research: From theory to practice*. San Francisco: Jossey-Bass.
- Longe, O., (2015). Impact of Workplace Conflict Management on Organizational Performance: A Case of Nigerian Manufacturing Firm. *Journal of Management and Strategy*, 6(2), 83-92.
- Longe, O., (2014). Workers' Participation in Decision-Making and Workplace Management in Emerging Economies: A Case of Nigeria. *International Journal of Management Sciences*, 3(8), 559-570.
- Luqman, R., Shahzad, R., Shaheen, S., & Kiran, T., (2012). Collective Bargaining and Its Implementation “A case study of HBFC in Pakistan. *Interdisciplinary Journal of Contemporary Research in Business*. 3(9), 969-974.
- Malawi Tea 2020 Wages Committee Progress Report, (2016). *A living wage for Malawian tea workers comes one step closer*
- Malawi Tea 2020 Wages Committee Progress Report, (2018). *A living wage for Malawian tea workers comes one step closer*
- Malebona, K., (2008). *Collective Bargaining and Labour Disputes Resolution – Is SADC Meeting the Challenge?* International Labour Organization, Harare. Zimbabwe.
- Marginson, P., & Galetto, M., (2016) Engaging with Flexibility and Security: Rediscovering the Role of Collective Bargaining. *Economic and Industrial Democracy*, 37(1), 95-117.

- Medina, L., Jonelis, A., & Cangul, M., (2017). *The Informal Economy in Sub-Saharan Africa: Size and Determinants*. Washington, D.C. International Monetary Fund (IMF).
- Morgan, L & Kunkel, S., (2001). *Aging: The Social Context*. Thousand Oaks, CA: Pine Forge Press
- Mugenda, O. M., & Mugenda, A. G., (2003). *Research methods: Qualitative and Quantitative Approaches*. Acts Press, Nairobi.
- Müller-Jentsch, W. (2004). *Theoretical Approaches to Industrial Relations; Theoretical Perspectives on Work and the Employment Relationship*. IRRA Series
- Ntenje, A, (2017). *Tea Workers Bemoan Unfavorable Working Conditions*. The Nation Newspaper. 21 july, 2017.
- Odiya, N.J., (2009). *Scholarly writing: Research Proposals and Reports in APA and MLA publication Style*. Kampala: Makerere University Printery
- Oghojafor, B.E.A., Muo, F.I., & Aduloju, S.A., (2012). Organisational Effectiveness: Whom and What Do We Believe? *Advances in Management & Applied Economics*, 2(4), 85-86
- Oliva. M, & Agar. J, (2006). *Credit demand and Supply study of Malawi's tea sector: Deepening*
- Omole, M., Noah, S. & Powell, H. (2006). *Deregulation of bargaining in Nigeria: Problems and prospects*, *African Journal of Labour Studies*, 25(1), 1-12.
- Owoseni, O. O., (2014). The influence of some personality factors on entrepreneurial intentions. *International Journal of Business and Social Science*, 5(1), 278-284.
- Palmer, C. & Bolderston, A. (2006). A Brief introduction to Qualitative Research. *The Canadian Journal of medical radiation technology*, 37(1), 16-19.
- Polgar. S., & Thomas, S., (2000). *Introduction to Research in the Health Sciences* (4th Ed.). Churchill Livingstone, U.K.
- Polit, D.F., (2010). *Statistics and Data Analysis for Nursing Research*, (2nd ed.). Pearson Education, New Jersey.
- Purcell, J., (2003). *Good Industrial Relations, Theory and Practice*. McMillan, London.
- Pyman, A., Holland, P., Teicher, J., & Cooper, B.K., (2010). Industrial relations climate, employee voice and managerial attitudes to unions: An Australian Study. *Journal of Industrial Relations*, 48(2), 460–480.

- Robbins S.P., and Coulter M., (2002). *Management* (7th ed). Upper Saddle River, New Jersey.
- Razak, S.T.A & Mahmood, N.A.K.N., (2019). An analysis of the good faith bargaining practice in the trade union recognition process: Reform of the Malaysian Trade Union Legal Framework. *IIUM Law Journal*, 27(2), 501 – 524.
- Salamon, M. (2000). *Industrial Relations – Theory and Practice* (4th ed), Prentice Hall.
- Sammons, P., (1996). Complexities in the judgement of school effectiveness. *Educational Research and Evaluation*, 2(2), 113–149.
- Sarkar, K., (2015). *Wages, mobility and labour market institutions in tea plantations: The case of West Bengal and Assam*. NRPPD Discussion Paper 46.
- Saunders, M., Lewis, P., & Thornhill, A., (2003) *Research Methods for Business Students*. (3rd ed). FT Prentice Hall. Harlow.
- Schulten T., Eldring L. & Naumann R. (2015) The role of extension for the strength and stability of collective bargaining in Europe, In Van Gyes G. and Schulten T. (eds.) *Wage bargaining under the new European Economic Governance: alternative strategies for inclusive growth*, Brussels. *ETUI*, 361–400.
- Shamoo, A.E., and Resnik, B.R., (2003). *Responsible Conduct of Research*. Oxford University Press
- Smith, P., (2015). Labour under the law: a new law of combination, and master and servant, in 21st-century Britain? *Industrial Relations Journal*, 46 (5), 345-364.
- Sokoh, G.C., (2018). Collective Bargaining and Industrial Harmony in Higher Institutions in Delta State: A Study of Ozoro Polytechnic, Ozoro Delta State, Nigeria. *Journal of Humanities and Social Science (IOSR-JHSS)*, 23 (5). 50-63.
- Steers R.M., (1991). *Introduction to organisational behaviour* (4th ed.). Pearson Education, New York.
- Taherdoost, H., (2016). Sampling Methods in Research Methodology; How to Choose a Sampling Technique for Research. *International Journal of Advance Research in Management*, 5(2), 18-27.
- Taherdoost, H., (2017), Determining Sample Size; How to Calculate Survey Sample Size. *International Journal of Economics and Management Systems*. 2, 237-239
- Trif, A., (2005). *Explaining Diversity in Industrial Relations at Company Level in Eastern Europe: Evidence from Romania*. Max Planck Institute for the Studies of Societies, Cologne, Discussion Paper 05(3).

- Van der Wal, S., (2008), *Sustainability Issues in the Tea Sector; A Comparative Analysis of Six Leading Producing Countries*. Sarphatistraat
- Visser, J., (2013). *Flexibility and Security in Post-Standard Employment Relations: The Case of the Netherlands*. Russell Sage, New York.
- Voss, C., Johnson, M., & Godsell, J., (2015). *Revisiting case research in Operations Management*. Conference: EurOMA, At Neuchatel, Switzerland
- Walton, R.E., & McKersie. R.B., (1991). *A behavioral theory of labor negotiations: An analysis of a social interaction system*. (2nd ed). ILR Press, New York.
- Welman, J. & Kruger, S. (2001). *Research Methodology*. Oxford University Press, Cape Town.
- Williams, C., (2011). Research methods. *Journal of Business & Economics Research (JBER)*, 5(3).
- Wilson, A., (2003). *Marketing Research, an Integrated Approach*, Essex: Prentice Hall
- Windmuller, P., (1987). *Collective Bargaining in Industrialised Market Economies: A Reappraisal*. International Labour Office, Geneva.
- Wisker, G. (2001). *The postgraduate research handbook*. U.K.: Palgrave.
- Wood, G., (2008). Introduction: Employment relations in Africa. *Employee Relations*, 30(4), 329-332.

APPENDICES

Appendix 1: Interview Guide

Opening Remarks

This interview guide aims to examine the effectiveness of Collective Bargaining Agreement (CBA) between Tea Association of Malawi (TAML) and Plantation and Allied Workers Union (PAWU) as a tool for determining terms and conditions of employment in the tea industry in Malawi. The interview is being conducted solely for this purpose and participation to it is voluntary. The data obtained from the interview is confidential and will be treated as such.

1. Understanding the process CB

Who starts the process of collective bargaining?

Who are the people involved during the process of CB?

On average how long do negotiations of CB take?

When there are disagreements during the process what do you do?

How satisfied are you with the way the process of CB negotiations is carried out? Any need for improvement?

How often do you meet with employees/leaders to discuss issues to do with what is contained in the CBA?

2. Understanding the extent to which CB agreements are effected

How often do you get salary adjustment?

How many days do you work in a week?

What time do you start work and break for lunch?

What time do you knock off?

Are you always paid for your overtime hours?

During work hours what protective clothes do you wear?

How does the estate ensure safety of its workers?

How do you make sure that the agreed terms and conditions in the CBA implemented?

If certain terms in the CBA are not implemented what efforts does PAWU leadership take to ensure the same?

Have there been any changes to what you agreed in the CBA?

In cases of any changes do you document and have them signed by PAWU and TAML representatives sign?

3. factors affecting the implementation of CB

What could be factors that have necessitated the development and implementation of CBA?

What challenges does PAWU face with regards to the development and implementation of CBA?

What challenges does TAML face with regards to the development and implementation of CBA?

What do you think could be done to ensure the success of CBA?

Appendix 2: Questionnaire

Dear respondents,

I am Godfrey Lajabu, currently pursuing Master's Degree in Human Resource Management at the University of Malawi, Chancellor College. I am conducting a research on "Analysing the Effectiveness of Collective Bargaining in Tea Industry in Malawi" The information you provide will solely be used for academic purposes of this research. In addition, your responses will be very anonymous and the highest degree of confidentiality will be maintained. Your participation in this research is highly appreciated.

Evaluating the extent to which collective bargaining is effected

Fill in the blank spaces (tick where appropriate)

1. Which estate are you coming from?

(i) Chitakale ☐ (ii) Eastern Produce ☐ (iii) Lujeri ☐ (iv)
Conforzi ☐

2. What type of contract do you have?

(i) Permanent ☐ (ii) Temporary ☐

3. Position held in the estate

4. What time do you start work?.....

5. What time do you break for lunch and what time do you restart work after lunch?.....

6. What time do you knock off?.....

7. Do you get paid a daily wage of at least K1380?

(i) Yes I do ☐ (ii) No I don't ☐

8. How often do you receive salary increment?

(i) Annually ☐ (ii) After two years ☐ (iii) after more than two years ☐

9. Have you ever worked beyond the required 8 hours?

(i). Yes I have ☐ no I have never ☐

10. If you have answered yes in question 8 above then, are you paid for any extra hours you work above the required 8 hrs?

(i). Always paid for the extra hours ☐ (ii). Sometimes paid ☐ (iii). I don't get paid ☐

11. Are you allowed to go on annual leave whenever you have applied for the same?

(i). Yes I am allowed ☐ (ii) No I'm not allowed ☐ (iii) Sometimes ☐ (iv) I have never applied for one ☐

12. Are female workers allowed to go for maternity leave and still get paid?

(i). Yes they are and they get full payment ☐ (ii) no they are not allowed ☐ (iii) they are allowed but don't get paid ☐ (iv) they are allowed but they get part payment ☐

13. Are you aware that according to CBA you are supposed to put on PPEs during working time?

(i). Yes ☐ (i). No ☐

14. How often do you put on the required PPEs during work time?

(i). Always (ii). Sometimes (iii). I have never put on PPEs

15. Do union leaders consult workers before they go for CBA negotiations?

(i). they always do (ii). Sometimes they do (iii). They never do

16. How satisfied are you with the performance of union leaders in ensuring that the agreed CBA is implemented?

(i) Very satisfied (ii) partially satisfied (iii) not satisfied.

Thank You

Appendix 3: Reference letter



Principal
Prof. Richard Tambulasi, BA (Pub Admin), BPA (Hons), MPA, Ph.D
Our Ref: PA/1/1
Your Ref:

CHANCELLOR COLLEGE
P.O. Box 280, Zomba, Malawi
Telephone: (265) 01524 222
Fax: (265) 01524 046
Email: principal@cc.ac.mw

Department of Political and Administrative Studies

10th June, 2019

TO WHOM IT MAY CONCERN

Dear Sir/Madam,

LETTER OF INTRODUCTION: MR. GODFREY LAJABU (MA/HRMIR/03/17)

The bearer of this letter is Mr. **Godfrey Lajabu**. He is a student in Master of Arts in Human Resource Management and Industrial Relations programme in the Department of Political and Administrative Studies at Chancellor College.

Our students are required to write a dissertation in order to complete their master's programme. Therefore, Mr. Godfrey Lajabu intends to carry out a data gathering exercise for this purpose in your office.

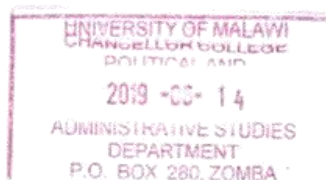
Any assistance rendered to him in the course of this exercise will be highly appreciated. Let me also point out that the information gathered will be treated as confidential and purely for academic purposes.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'M. Chasukwa'.

M. Chasukwa, PhD
HEAD OF DEPARTMENT

MC/ck



Appendix 4: Interview Consent Form

ANALYSING EFFECTIVENESS OF COLLECTIVE BARGAINING AGREEMENT IN TEA INDUSTRY IN MALAWI

Research Study by Godfrey Lajabu

The interview will take about 15 minutes. I don't anticipate that there are any risks associated with your participation, but you have the right to stop the interview or withdraw from the research at any time.

Thank you for agreeing to be interviewed as part of the above research project. Ethical procedures for academic research require that interviewees explicitly agree to being interviewed and how the information contained in their interview will be used. This consent form is necessary to ensure that you understand the purpose of your involvement and that you agree to the conditions of your participation.

Read the accompanying **information** and then sign this form to certify that you approve the following;

- That the interview will be recorded and a transcript will be produced
- That the transcript of the interview will be analysed by Godfrey Lajabu as research investigator
- That access to the interview transcript will be limited to Godfrey Lajabu and academic colleagues and other researchers.
- That any summary interview content, or direct quotations from the interview, that are made available through academic publication or other academic outlets will be anonymized so that you cannot be identified, and care will be taken to ensure that other information in the interview that could identify yourself is not revealed
- That the actual recording will be kept by Godfrey Lajabu
- That any variation of the conditions above will only occur with your further explicit approval
- I agree to be quoted directly if my name is not published and a made-up name (pseudonym) is used

By signing this form I agree that;

1. I voluntarily agree to participate in this research and that I understand that I don't have to take part, and I can stop the interview at any time I am voluntarily taking part in this project;
2. The transcribed interview or extracts from it may be used as described above;
3. I don't expect to receive any benefit or payment for my participation;

Printed Name

Participants Signature

Date

Researchers Signature