

# DAR ES SALAAM INSTITUTE OF TECHNOLOGY

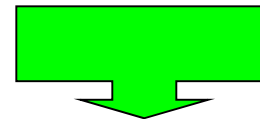
BACHELOR OF ENGINEERING  
MEU 08106 LAWS FOR ENGINEERS

# 1. EMPLOYMENT LAW

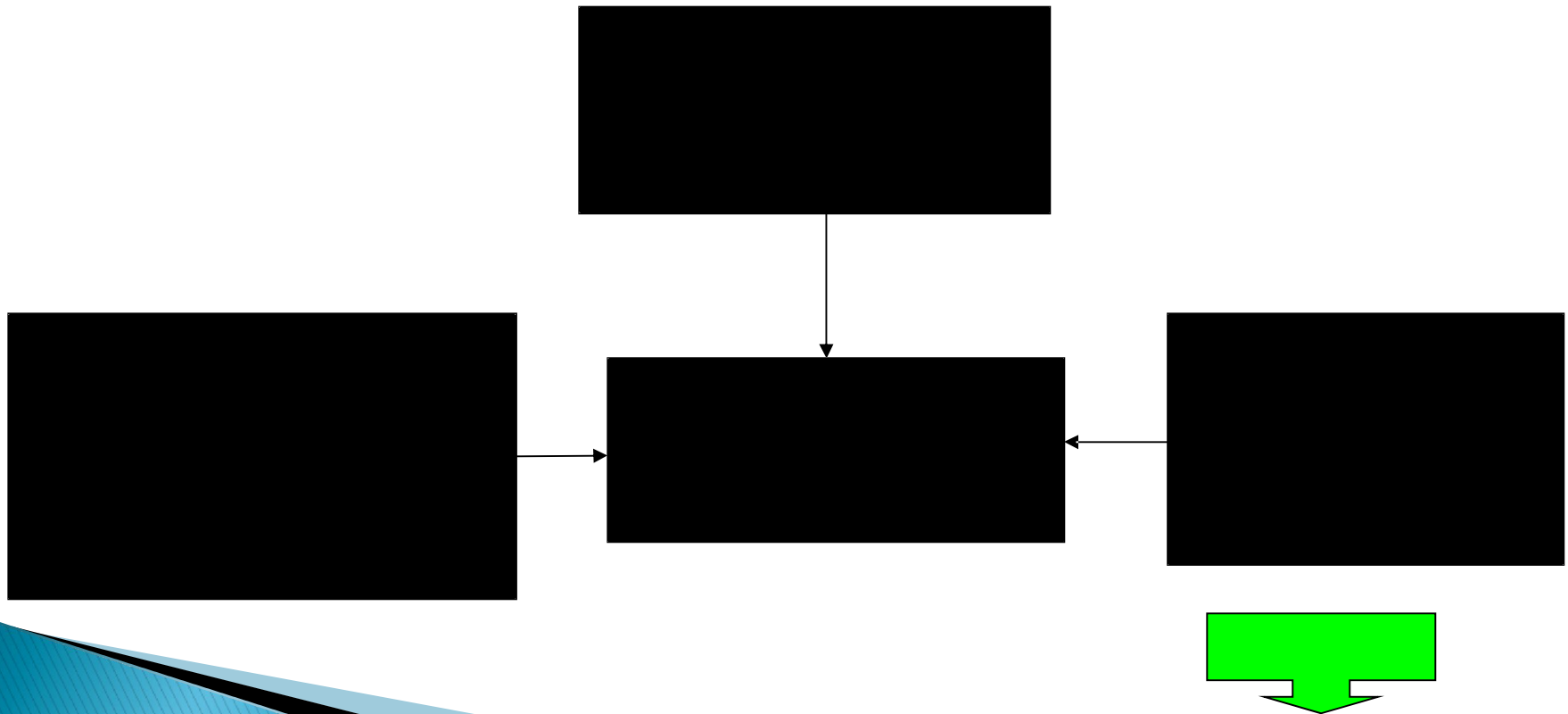
# 1.1 INTRODUCTION

A law is a rule of human conduct enforceable in the courts.

It spells what can be done and what should not be done.



# 1.1.1 FRAMEWORK FOR EMPLOYMENT LAW



# Statute law

It is written law formed through Acts of Parliament. Example.

Employment and Labour Relations Act, 2004,

The Occupational Health and Safety Act, 2003.

# Common law

It is unwritten law that originates from acceptable custom and practice.

For example  
employment contracts,  
  
law of torts.

# Law of Contract

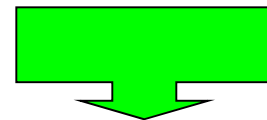
It is especially related to business people made by private agreements.

A contract is an agreement,

but not every agreement is a contract.

# AN AGREEMENT TO A CONTRACT

- } To make an agreement a contract the following factors must stand firm;
- Intention to have legal consequences
  - Made between at least two people
  - Made between suitable people who have complete freedom and maturity
  - Entered into freely
  - Clearly stated
  - Could be implemented immediately
  - Parties must be of one mind, i.e., no any kind of misunderstanding





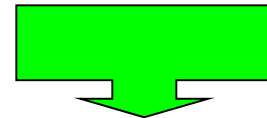
# Law of Torts

It involves legal obligations which  
a person or group of people  
have to do to others.

# INCLUDED IN LAW OF TORTS

} Law of Torts may include among other matters as;

- Negligence
- Trespass
- Nuisance
- Defamation
- Etc,



# Case law

It is the stock of cases

which have already been decided upon

in the courts of law or labour tribunals.

# 1.2 EMPLOYMENT CONDITIONS

These are expressed in the employment contract between the employer and the employee.

In it there are explicit terms and implicit terms.

# 1.2.1 EMPLOYMENT CONTRACT

There is a difference between

'contract of service' and

'contract for service'.

# Contract Of Service

An employee made with the employer to have a continuous service relationship for a specified time.

The employee gets legal rights for example not to be unfairly dismissed.

# Contract For Service

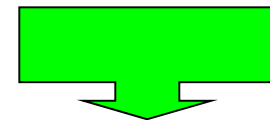
It is made between an independent contractor to perform some specified job.

Once this job is done successfully to completion, the contract is over.

## 1.2.2 TERMS OF EMPLOYMENT CONTRACT

These are the obligations of both the employer and employee derived in the common law.

- } The employer is obliged to pay wages or salaries, to provide work to the employee, to take sensible care of the employee, to indemnify (cover) the employee for liabilities and expenses incurred in due course of employment, to treat the employee with courtesy.





# Employer Obligations

- } Pay wages or salaries,
- } Provide work to the employee,
- } Take sensible care of the employee,
- } Indemnify (cover) the employee for liabilities and expenses incurred in due course of employment,
- } Treat the employee with courtesy.

# Employee Obligations

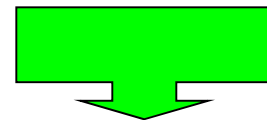
- } Be physically present personally at the work place and serve,
- } Be sensibly careful in performing duties,
- } Obey reasonable instructions from the employer, and
- } Act in good faith towards the employer.

# 1.2.3 EXPLICIT TERMS OF EMPLOYMENT CONTRACT

These are the  
  
visible features of employment contract.

# Visible Features Of Employment Contract.

- } Letter of employment,
- } Job description,
- } Written conditions of employment,
- } Organisation's rule book,
- } Collective agreements between employer and employee,
- } Subsequent confirmation and promotion.



## 1.2.4 IMPLIED TERMS OF EMPLOYMENT CONTRACT

- } They are put in overall qualification statements such as 'The list is not all exhaustive..' for the rules, offences etc.

# Disciplinary Matters

In disciplinary matters,  
every case must be judged  
on its own merit.

## 1.2.5 VARIATION OF TERMS OF EMPLOYMENT CONTRACT

- } The employee has very little or no chance of varying employment terms.
- } The employer can change them as long as a notice is given first.

## 1.3 EQUAL OPPORTUNITIES FOR EMPLOYMENT

This is the concept of giving individuals

equal chances to access to employment,  
training, promotion and other services related  
to employment,

in the absence of unfair discrimination.



## 1.3.1 SEX DISCRIMINATION

The law against sex discrimination has the aim of

eliminating unfair discrimination against individuals on the grounds of their sex or marital status.

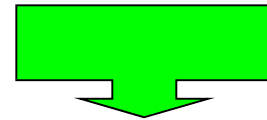
## 1.3.2

# RELIGIOUS DISCRIMINATION

- } The law against religious discrimination has the aim of
- } eliminating unfair discrimination against individuals on the grounds of their religion.

## 1.3.3 DISABBBLED PEOPLE

- } There are three forms of discrimination against disabled persons.
- } Direct discrimination. The manager treats a disabled unfavourably.
- } The employer purposely fails to make adjustments to work conditions and makes a disabled greatly disadvantaged.
- } Discrimination by victimisation. For example a disabled gives evidence against a person but looses the case on unfair grounds.



## 1.3.4 EQUAL OPPORTUNITIES FOR ALL

- } An organisation can give equal opportunities for all for example,
- } Promoting women in leadership position when qualified ones show up.
- } Educating women whenever they qualify.
- } Removing the assumption that men are career minded and women are not.

## 1.3.5 EMANCIPATION OF WOMEN

- } The aim is to
- } encourage women to hold key leadership and managerial positions
- } which were in the past dominated by men, in all walks of life.

# THE END

# THANK YOU FOR LISTENING