



MWAKA WA 81
TOLEO NA. 47

24 Novemba, 2000

GAZETI

BEI SH. 260/=

LA

DAR ES SALAAM

JAMHURI YA MUUNGANO WA TANZANIA

Linatolewa kwa Idhini ya Serikali na
Kuandikishwa Posta kama
Gazeti

YALIYOMO

Taarifa ya Kawaida		Uk.	Taarifa ya Kawaida		Uk.
Kuajiriwa na Kukabidhiwa Madaraka...	Na. 799	567	Kupotea kwa Hati za kumiliki Ardhi....	Na. 802-3	572/3
Notice re Supplement.....	Na. 800	568	Mkataba wa Hiari.....	Na. 804	573/4
Watumishi wa Serikali waliopewa vibali kufanya kazi katika Miradi na Mashirika mbalimbali kwa kuazi- mwa, kushikizwa likizo bila malipo...	Na. 801	568/72	Uchunguzi wa Migogoro ya Kikazi.....	Na. 805-7	574/81
			Deed Poll on Change of Name.....	Na. 808-9	581

KUAJIRIWA NA KUKABIDHIWA MADARAKA

TAARIFA YA KAWAIDA NA. 799

Ofisi ya Rais—Idara Kuu ya Utumishi

Kuwa Afisa Tawala Mwandamizi, Daraja la I:

STEPHEN N. S. HUMBI, kuanzia tarehe 1 Julai, 2000.

ELLYN B. MCHA, kuanzia tarehe 1 Julai, 2000.

Kuwa Afisa Utumishi Mwandamizi, Daraja la I:

MWAMTUMU B. SIMBA, kuanzia tarehe 1 Julai, 2000.

CLOTHILDA F. KOMBA, kuanzia tarehe 1 Julai, 2000.

ADELARD M. S. SHAYO, kuanzia tarehe 1 Julai, 2000.

JOSEPH S. MUSUNGA, kuanzia tarehe 1 Julai, 2000.

ALLY M. KIMOPWIKE, kuanzia tarehe 1 Julai, 2000.

DUSHHOOD M. K. MNDEME, kuanzia tarehe 1 Julai, 2000.

SALU S. KALELE, kuanzia tarehe 1 Julai, 2000.

BURA M. H. I. GWANDU, kuanzia tarehe 1 Julai, 2000.

SIMFROSA A. MMARI, kuanzia tarehe 1 Julai, 2000.

Kuwa Afisa Utumishi Mwandamizi, Daraja la II:

VICTORIA L. NINDI, kuanzia tarehe 1 Julai, 2000.

RICHARD J. MNINOI, kuanzia tarehe 1 Julai, 2000.

JACOB R. PWITI, kuanzia tarehe 1 Julai, 2000.

CONSOLATA P. M. MGIMBA, kuanzia tarehe 1 Julai, 2000.

SAUMU BENDERA, kuanzia tarehe 1 Julai, 2000.

BENJAMIN M. MWOMBEKI, kuanzia tarehe 1 Julai, 2000.

Kuwa Afisa Utumishi Mwandamizi, Daraja la I:

CONSTANTINE MYUMBI, kuanzia tarehe 1 Julai, 2000.

**Kuajiriwa na Kukabidhiwa Madaraka—(inaendelea
tazama ukurasa wa 582)**

Matangazo yahasuyo mali za watu waliofariki, kuvunja mikataba ya ushirikiano na mengineyo, yakiwa ya manufaa kwa umma yaweza kuchapishwa katika *Gazeti*. Yapelekwe kwa Mhariri, Idara Kuu ya Utumishi—Ofisi ya Rais, S.L.P. 2483, Dar es Salaam, Simu za Ofisi 118531/4. Kabla ya Jumamosi ya kila juma.

TAARIFA YA KAWAIDA NA. 800

Notice is hereby given that Sheria Ndogo, By-laws and Order as set out below, have been issued and are published in Subsidiary Legislation Supplement No. 44 dated 24th November, 2000 to this Number of the *Gazette*:—

Sheria Ndogo za Halmashauri ya Wilaya ya Tabora (Hifadhi ya Mazingira) ya mwaka, 2000 (Tangazo la Serikali Na. 460 la mwaka 2000).

Sheria Ndogo za (Ada na Ushuru) (Marekebisho) za Halmashauri ya Wilaya ya Mbozi, 2000 (Tangazo la Serikali Na. 461 la mwaka 2000).

The Dodoma Municipal Council (Service Levy) By-laws, 2000 (Government Notice No. 462 of 2000).

The Shinyanga Municipal Council (Livestock Cess) (Amendment) By-laws 2000 (Government Notice No. 463 of 2000).

The Mbozi District Council (Produce Cess) (Amendment) By-laws, 2000 (Government Notice No. 464 of 2000).

The Bukoba Town Council (Registration of Motor-Cycles and Bicycles) By-laws, 2000 (Government Notice No. 465 of 2000).

Order under the Value Added Tax (VAT) Act, 1997 (Government Notice No. 466 of 2000).

TAARIFA YA KAWAIDA NA. 801

WATUMISHI WA SERIKALI WALIOPEWA VIBALI KUFANYA KAZI KATIKA MIRADI NA MASHIRIKA
MBALIMBALI KWA KUAZIMWA, KUSHIKIZWA NA LIKIZO BILA MALIPO

Ofisi ya Rais

Idara Kuu ya Utumishi

A. WALIO KATIKA LIKIZO BILA MALIPO

<i>Jina la Mtumishi</i>	<i>Cheo na Kituo cha Kazi</i>	<i>Shirika/Miradi</i>	<i>Tarehe ya Kuanza</i>	<i>Tarehe ya Kumaliza</i>
1. Bw. Massawe Francis A.	ARO III—Kilimo	Catholic Relief Services (CRS)	5/6/2000	4/6/2001
2. Bw. Mazengo F. Elisha	Afisa Misitu Maliasili na Utalii	Mradi wa Uluguru Mountain Biodiversity	1/6/2000	31/5/2001
3. Bw. Mukare J. Magori	Senior Ex. Engineer - Maji	Hesawa Mwanza	13/7/2000	12/7/2001
4. Bw. John L. Msuya	Mhasibu - Wizara ya Fedha	Government Accounts Development Project	1/6/2000	31/5/2001
5. Bibi Elitha J. Kahembe	ATFO - Wizara ya Kilimo na Ushirika	Mradi wa Programu ya Maji Shinyanga	1/7/2000	30/12/2000
6. Bi Onoria K. Ambrose	PSI - RAS Iringa	Mradi wa Uendelezaji Ng'ombe wa Maziwa Nyanda za Juu Kusini (SHDDP)	1/8/2000	31/7/2003
7. Dr. Ignatus N.F. Mwakalile	Vet. Off. II - RAS Iringa	Mradi wa Uendelezaji Ng'ombe wa Maziwa Nyanda za Juu Kusini (SHDDP)	1/8/2000	31/7/2003
8. Mary M. Kinabo	Typist II Wizara ya Afya	Kumfuata mume Norway	1/8/2000	30/9/2001
9. Bw. Peter J.K. Mziray	Afisa Mifugo Utafiti Kilimo	Kushiriki katika Ubunge	4/8/2000	18/8/2000
10. Bw. M. M. K. Ndimbo	Mchumi Mwandamizi Kilimo	Kushiriki katika Ubunge	4/8/2000	18/8/2000

<i>Jina la Mtumishi</i>	<i>Cheo na Kituo cha Kazi</i>	<i>Shirika/Miradi</i>	<i>Tarehe ya Kuanza</i>	<i>Tarehe ya Kumaliza</i>
11. Bibi Zaina Matiku	Mwalimu - Wizara ya Elimu na Utamaduni	Kumfuata Mume nchini Zimbabwe	1/8/2000	31/7/2004
12. Bw. Amon Manyama	Mchumi I - Wizaraya Fedha	TRA	Okt. 1998	Okt, 2000
13. Bibi Halima Iddi Kamote	LRO I Wizara ya Kilimo	Barbo Johanson Girls Education Trust	1/8/2000	31/7/2002
14. Bw. Billie Edmont	Afisa Misitu IV - Maliasili	UNDP/GEF East African Cross Border Biodiversity Project	1/7/2000	30/6/2002
15. Bw. Katana Solomon Kalage	Afisa Misitu Mwandamizi I - Maliasili na Utalii	UNDP/GEF East African CrossBorder Biodiversity Project	1/7/2000	30/6/2002
16. Bw. George P.E. Lauwo	Katibu/Mkurugenzi Msaidizi Wizara ya Viwanda na Biashara	TRA	1/6/1999	31/5/2002
17. Bibi Nanai N. A. K.	Afisa Maendeleo ya Jamii - PMO	Mradi wa Lake Victoria Environmental Management	1/7/2000	30/6/2002
18. Dr. Nimrod J. A. M. Mateke	Daktari - Afya	Swaziland	10/5/2000	9/5/2001
19. Bibi Emiliana Babwebeiya	Mwalimu I D-Maendeleo ya Jamii Wanawake na Watoto	UNV Swaziland	1/8/2000	31/1/2002
20. Bw. Seleman Omari Mku-fya	Mwandishi wa Habari Radio Tanzania	Idhaa ya Kiswahili Radio Japan	17/7/2000	16/7/2001
21. Dr. Omolo Silas	Principal Vet. Res. Off. III - Kilimo	Kagera Livestock Development Programme (KALIDEP)	1/1/2000	31/12/2003
22. Bibi Iluminata Amalo	Mhudumu wa Afya Mwandamizi III-Afya	Kumfuata mume Namibia	26/7/1999	25/6/2001
23. Bibi Lilian F. Ngowi	Accounts Asst. I - RAS Arusha	Kumfuata mume Marekani	1/9/2000	31/8/2005
24. Demetrida Sosthenes	OMS II Wizara ya Fedha	Kugombea Ubunge wa Viti Maalum (Wanawake)	4/8/2000	Tarehe watakapotangazwa rasmi
25. Bw. Makwali S. R. Saad	Afisa Afya III — RAS Dodoma	Water Aid Programme Wilayani Kiteto	1/7/2000	30/6/2002
26. Bw. Ishegize A. Ishegize	Mjiologia Mwandamizi II - Nishati na Madini	Mradi wa Geodesa chini ya kituo cha Uendelezaji wa Madini Kusini na Mashariki mwa Afrika	22/7/2000	21/7/2002
27. Bw. Laurent V. Mtaroni	Techn. Catography III - Wizara ya Ardhi	Mradi wa Usangu Wetland and its Catchment	1/9/2000	31/8/2001

<i>Jina la Mtumishi</i>	<i>Cheo na Kituo cha Kazi</i>	<i>Shirika/Miradi</i>	<i>Tarehe ya Kuanza</i>	<i>Tarehe ya Kumaliza</i>
28. Bw. Vitalis Peter Mnyanga	Executive Engineer - Maji	Lake Victoria Environment Management LVEMP	1/1/2001	31/12/2002
29. Bibi Rachel Masamu Kyowaya	Physiotherapist - Wizara ya Elimu na Utamaduni	Christian Outreach Relief Development Project (CORD) Kigoma	15/9/2000	14/9/2002
30. Bi. Hollo Makwaia	Wakili wa Serikali Sheria	ICTR	8/8/2000	7/8/2001
31. Bw. Juma Shaaban	Katibu Tarafa RAS Mwanza	Kituo cha Mafunzo ya kuboresha Mazingira na Kilimo Adilifu (KIM KUMAKA)	1/7/2000	30/6/2002
32. Bibi Anna Mtani	Afisa Mipango Miji Mwandamizi - Wizara ya Ardhi	Mradi wa Safer Cities	1/9/2000	31/12/2000
33. Bw. Richard R.W. Mwai-pungu	Mwalimu Mhandisi	Konoike Tanzania Ltd.	1/9/2000	31/12/2000
34. Bibi Hellen Nguya	Mkufunzi Kilimo Msaidizi 1-Maendeleo ya Jamii Wanawake na Watoto	Miradi ya Uwiano wa Maendeleo Jimbo Katoliki Mbulu	1/10/2000	30/9/2002
35. Bibi Hellen G. Kembo	Afisa Biashara Mkuu 1-Viwanda na Biashara	Mradi wa USAID/RCSA Nchini Botswana	21/9/2000	20/9/2003
36. Bw. Herbert J. Kasilila	Executive Engineer III - Maji	Water Aid Tanzania Tabora	1/5/2000	30/4/2003
37. Dr. Rukia Mihiko Ali	Daktari - Wizara ya Afya	Serikali ya Mapiinduzi Zanzibar	1/9/2000	31/8/2001
38. Bw. Hussein K. Iddi	Mhasibu - Wizara ya fedha	Government Accounts Development project	1/8/2000	31/5/2002
39. Bw. John M. Kiyeyeu	Hakimu Mkazi Mkuu-Mahakama ya Rufaa	Mahakama ya Umoja wa Mataifa inayoshughulikia kesi ya mauaji ya Rwanda	1/8/2000	31/7/2001
40. Bibi Giescker Reuben	Afisa Ugavi 1- Wizara ya Fedha	UNV Timor Mashariki	1/10/2000	30/9/2001
41. Bw. Richard Mwanakulya	Mhandisi Kilimo III-Wizara ya Kilimo	Mradi wa HIMA Mufindi	2/7/2000	1/7/2001
42. Yahaya M. Mhina	Afisa Kilimo Wizara ya Kilimo	Mradi wa Wakulima Wadogo Wadogo Madibira	1/6/1999	31/12/2000

<i>Jina la Mtumishi</i>	<i>Cheo na Kituo cha Kazi</i>	<i>Shirika/Miradi</i>	<i>Tarehe ya Kuanza</i>	<i>Tarehe ya Kumaliza</i>
43. Dr. Aichi Kitalya	Afisa Utafiti/Mifugo Mwandamizi - Wizara ya Kilimo	Shirika la Regional Land Management Unit (RELMA)	1/9/2000	30/9/2002
44. Bw. Kateleza K. C. E.	Wizara ya Mawasiliano na Uchukuzi	ICAO - UNV Somalia	8/4/1993	31/12/2000

B. WALIO KATIKA MPANGO WA KUAZIMWA/KUSHIKIZWA.

<i>Jina la Mtumishi</i>	<i>Cheo na Kituo cha Kazi</i>	<i>Shirika/Mradi</i>	<i>Tarehe ya Kuanza</i>	<i>Tarehe ya Kumaliza</i>
1. Bw. E. M. S. Ndanshau	Afisa Kilimo Wizara ya Kilimo	Mradi wa Hifadhi ya Mazingira (HIMA) Wilaya ya Makete	1/7/2000	30/6/2001
2. Bibi Mary Katunzi	Clinical Officer Wizara ya Afya	Mradi wa Plan International	1/1/2000	29/2/2002
3. Bw. Idris A. Mtandi	Afisa Mipango TAMISEMI	Mradi wa Maji na Afya (WSHPMA) Dodoma	17/2/2000	30/6/2001
4. Bibi Consolata Basondole	Mpiga Taipu RAS Dodoma	Mradi wa Maji na Afya (WSHPMA) Dodoma	17/2/2000	30/6/2001
5. Dr. N. D. T. M. Rukazambuga	ARO III Kilimo	Mradi wa Kagera Agricultural & Environmental Mgt. (KAEMP) Kagera	30/9/1998	29/9/2002
6. Bw. L. G. Mukandala	ARO II Kilimo	Mradi wa Kagera Agricultural & Environmental Mgt. (KAEMP) Kagera	30/9/1998	29/9/2002
7. Mwalimu Juliana B. Mosi	Mwalimu Wizara ya Elimu na Utamaduni	Taasisi ya Elimu ya Watu Wazima	1/5/2000	30/4/2001
8. Ms. Verdiana Nkwabi Macha	Wakili wa Serikali Mkuu Sheria	Tanzania National Roads Agency (TanRoads)	1/8/2000	31/7/2001
9. Bw. Amos Mwijage	ARO III RAS Lindi	Mradi wa "Rural Integrated Project Support" RIPS Phase III Mtwara na Lindi	12/4/2000	11/4/2002
10. Bw. Francis Marmo	Mhandisi Mwandamizi Ujenzi	Wakala wa Barabara	14/6/2000	13/6/2001
11. Bw. Chacha Mwita	Mhandisi Mwandamizi Ujenzi	Wakara wa Barabara	14/6/2000	13/6/2001
12. Bw. Boniface Nyiti	Mhadindisi Mwandamizi Ujenzi	Wakala wa Barabara	14/6/2000	13/6/2001

<i>Jina la Mtumishi</i>	<i>Cheo na Kituo cha Kazi</i>	<i>Shirika/Mradi</i>	<i>Tarehe ya Kuanza</i>	<i>Tarehe ya Kumaliza</i>
13. Bi Highness Ndossa	Typist II Ujenzi	Bodi ya Usajili wa Wahandisi	30/3/2000	28/2/2001
14. Bw. L. J. A. Kisoza	Livestock Training Officer III Kilimo	Chuo Kikuu Huria	1/8/2000	31/7/2001
15. Bw. Richard Rugemalira	SGO II	Marine Park Reserve Unit	1/7/2000	30/6/2000
16. Bw. Modest Kiwia	Fisheries Off. II	Marine Park Reserve Unit	1/7/2000	30/6/2000
17. Bw. Anthony S. Melele	Afisa Uvuvi Msaidizi II	Marine Park Reserve Unit	1/7/2000	30/6/2000
18. Bibi Hadija M. Mbaraka	P/S - Wizara ya Maliasili na Utalii	Marine Park Reserve unit	1/7/2000	30/6/2000
19. Bw. Mohamed K. Lutta	Afisa Michezo Mwandamizi I Wizara ya Elimu na Utamaduni	Taasisi ya Elimu Tanzania	3/7/2000	2/7/2001
20. Bibi Beatrice D. Chonjo	Mhasibu Waziri Mkuu	TIC	1/9/2000	31/8/2001
21. Bw. Mkama A. Ruzangi	Accountant I kilimo	Mfuko wa Pembejeo	1/10/2000	30/9/2002
22. Bw. Ronald Mberwa Lwakatare	Mhandisi Mtendaji III Ujenzi	Road Fund Board	12/2/2000	11/2/2001
23. Bw. Charles Rumisho Massawe	Mhandisi Mtendaji Mwanda-mizi III	Road Fund Board	12/2/2000	11/2/2001
24. Geraldina N. Benjamin	Typist RAS Mara	Open University Musoma Centre	1/9/2000	31/8/2001
25. Bw. Mohamed Omari Kapera	Mhasibu III - Wizara ya Fedha	TRA	1/10/2000	30/9/2001
26. Bw. Charles S. A. Yongolo	ARO I - Kilimo	COSTECH	17/1/2000	16/1/2001
27. Bw. Emmanuel T. K. Mangulla	Mhandisi wa Radio Mwandamizi I - Radio Tanzania	Tume ya Utangazaji	1/12/2000	30/11/2001

C. WAMBURA (BIBI)
Kny. Katibu Mkuu (Utumishi)

TAARIFA YA KAWAIDA NA. 802

KUPOTEA KWA HATI YA KUMILIKI ARDHI
Sheria ya Uandikishaji wa Ardhi
(Sura ya 334)

Hati Nambari: 19535.

Mmiliki aliyeandikishwa: ABDIEL MMBAMBO wa S.L.P. 932 Dodoma.

Ardhi: L. O. No. 29629 Kiwanja Namba 92 Kitalu Airport Mwanispaa ya Dodoma.

Eneo: Futi za Mraba 2, 800

TAARIFA IMETOLEWA kwamba Hati ya kumiliki Ardhi iliyotajwa hapo juu imepotea na ninakusudia kutoa hati mpya badala yake iwapo hakuna kipingamizi kwa muda wa miezi miwili tokea tarehe ya taarifa hii itakapotangazwa katika gazeti la Serikali

Hati ya asili ikionekana irudishwe kwa Msajili wa Hati Msaidizi, S.L.P. 1062, Dodoma.

Dodoma,
25 Septemba, 2000

E. T. MKUDE,
Msajili wa Hati Msaidizi

TAARIFA YA KAWAIDA NA. 803

KUPOTEA KWA HATI YA KUMILIKI ARDHI*Sheria ya uandikishaji wa Ardhi*
(Sura 334)*Hati namba: 341-DLR.**Mmiliki: MICHAEL GENDAYENA KADEHA, S.L.P.145, IRINGA.**Ardhi: L.O.NO.45716, Plot No.264, Kitalu "C", Iringa Mjini.**Eneo: Futi za Mraba 3,150.*

TAARIFA IMETOLEWA kwamba hati ya kumiliki ardhi iliyotajwa hapo juu imepotea na ninakusudia kutoa hati mpya badala yake iwapo hakuna kipingamizi kwa muda wa miezi miwili tokea tarehe ya taarifa hii itakapotangazwa katika *Gazeti la Serikali*.

Hati ya asili ikionekana irudishwe kwa Msajili wa Hati Msaidizi Mwandamizi, S.L.P. 2984, Mbeya.

M. J. MZIRAY

Msajili wa Hati Msaidizi
Mwandamizi.

11 Septemba, 2000

TAARIFA YA KAWAIDA NA. 804

MKATABA WA HIYARI NA.15

Baina ya

OTTU/CHODAWU

na

HOTEL & TOURS MANAGEMENT**MAHAKAMA**

Baada ya Mahakama kupitia kifungu kwa kifungu cha mkataba huu imeona ya kuwa unafaa kusajiliwa. Kwa hivyo Washauri wa Mahakama pamoja nami tunaukubali kuusajili Mkataba huu na kuwa TUZO ya Mahakama.

(Sgd)

L. C. MLELWA,

Naibu Mwenyekiti

6/11/98

*Coram: L.C. Mlelwa - D/C**Ass: Sultan, ATE**H. Chamzimu (TUICO)**ottu Branch: Hayupo.**Kny. Ottu Branch: S. Wamba.**Menejiment: Mr. A. M. Shaka - Meneja Mkuu.*

Nakala: Katibu Mkuu,
OTTU /CHODAWU,
S.L.P 15549,
Dar es Salaam.

Nakala: Meneja Mkuu,
Hotel & Tours,
S.L.P 5350,
Dar es Salaam.

Nakala: Mwenyekiti wa Tawi OTTU/CHODAWU,
HTL,
Dar es Salaam.

Certified true copy of the original

B. E. NYAMUBI,
Registrar

30 Machi, 2000

HOTEL AND TOURS MANAGEMENT LIMITED
(HTL)

S.L.P 5350, DR ES SALAAM

MEMORANDUM OF AGREEMENT OF EMOLU-
MENTS FOR HTL EMPLOYEES FOLLOWING
CHANGE OF OWNERSHIP AND MANAGEMENT OF
HOTELS FORMALLY UNDER THE MANAGEMENT
OF HOTEL AND TOURS MANAGEMENT LIMITED
(HTL)

PART ONE**1.0 Preamble**

MEMORANDUM OF AGREEMENT OF EMOL-
MENTS FOR HTL EMPLOYEES FOLLOWING
CHANGE OF OWNERSHIP AND MANAGEMENT
OF HOTELS FORMALLY UNDER THE MANAGE-
MENT OF HTL, has today DATED 08/05/1998, been
made between Hotel and Tours Management Limited, the
Company incorporated under company ordinance cap
212, on September, 27th 1977, Registration Number 5931,
P.O. Box 5350, Dar es Salaam, as EMPLOYER and the
CONSERVATION, HOTEL, DOMESTIC and ALLIED
WORKERS UNION (CHODAWU) /OTTU on behalf of
EMPLOYEES.

The employer hereby declares that following the change
of Ownership and Management of the Hotels under the
Management of HTL employees.

Therefore, the purpose of this MEMORANDUM OF
AGREEMENT is made to supervise the terminal ben-
efits of the workers including all rights and emoluments
following termination of their employment.

PART TWO**2.0 Termination of Employment**

2.1 Each employee affected by this move will be paid his/her
rights and emoluments in accordance with the personeel
and policies Manual (PPM) of HTL.

2.2 The termination of employment for the workers follow-
ing change of ownership and management of the hotels

formally under HTL will be done in phases depending on the conclusion of change of the ownership of each hotel.

- 2.3 The Employer (HTL) will pay all the employees as soon as the respective hotel changes ownership. However, the pension and Endowment Scheme will be paid later after receiving the money from NIC and NPF respectively.

PART THREE

3.0 THE STATUTORY BENEFITS TO BE PAID TO EMPLOYEES

3.1 STATUTORY PAYMENTS

- 3.1.1 Three months, salary and allowances in lieu of notice.
 3.1.2 Accumulated leave to the maximum of sixty (60) days.
 3.1.3 Fare of the employee and family of more than seven dependants to place of domicile.
 3.1.4 Transport of luggage in accordance with entitlement from place of work to place of domicile (3 tons for category I-IV)
 (1.5 tons for category V-X)

Transport cost is Shs. 350/= per ton per Kilometer.

3.2 GRATUITY

- 3.2.1 Any employee will be paid salaries and allowances for 12 months if he/she worked with company for five or more years.
 3.2.2 Any employee will be paid salaries and allowances for 9 months if he/she has worked with the company for less than five years.

3.3 OTHER PAYMENTS

- 3.3.1 Payment of Pension Endowment Scheme will be paid to the employee as soon as the money is received from National Insurance Corporation.
 3.3.2 NPF will be claimed by the each employee according to the NPF procedures.
 3.3.3 Company indebtedness by each employee will be recovered from the terminal benefits.

4.0 PART FOUR

WHEREUPON the parties have executed these presents on the day and in the manner hereinafter appearing.

For and in behalf of the Conservation, Hotel, Domestic and Allied Workers Union (CHODAWU).

Name. SAID S. WAMBA
 Designation. GENERAL SECRETARY
 Signature. (Sgd)
 Date. 8th May, 1998

For and on behalf of Hotel and Tours Management Limited

Name. A.M. SHAKA
 Designation. GENERAL MANAGER
 Signature. (Sgd)
 Date. 8th May, 1998

Representatives from the respective Hotel Units

4.1 Bahari Beach Hotel Limited

Name. ALBERT H CURRUSA
 Designation. GENERAL MANAGER
 Signature. (Sgd)
 Date. 8th May, 1998

4.2 New Arusha Hotel Limited

Name. P.M. MUGASSA
 Designation. GENERAL MANAGER
 Signature. (Sgd)
 Date. 8th May, 1998

4.3 Morogoro Hotel Limited

Name. L. A. S. MNUKWA
 Designation. GENERAL MANAGER
 Signature. (Sgd)
 Date. 8th May, 1998

4.4 Mkonge Hotel Limited

Name. A.M. SHOLA
 Designation. GENERAL MANAGER
 Signature. (Sgd)
 Date. 8th May, 1998

TAARIFA YA KAWAIDA NA. 805

UCHUNGUZI WA MGOGORO WA KIKAZI

Baina ya

OTTU KNY. R. P. KALULU NA WENZAKE
 na

SHIRIKA LA NDEGE TANZANIA - DAR ES SALAAM

UAMUZI

Walalamikaji Raymond Kalulu na Marceline Dalaji walijiriwa na Shirika la Ndege Tanzania, Shirika ambalo linajulikana kwa kifupi kama ATC (Air Tanzania Corporation) kwa tarehe tofauti na nyadhifa tofauti. Hatimaye kwa sababu mbalimbali wamejikuta kuwa wamepoteza ajira zao. Walalamikaji hawa, kupitia kwa kamishna wa Kazi wamelifikisha lalamiko lao la kupoteza ajira katika Mahakama hii kwa ajili ya uchunguzi na uamuzi. Wakati wa kuanza kusikilizwa kwa uchunguzi wa mgogoro huu Bwana Afisa Utumishi Mwandamizi wa ATC, alitoa mapingamizi matatu ya awali. Pingamizi la kwanza ni kwamba kwa mujibu wa madai ya Walalamikaji yaliyowasilishwa hapa Mahakamani kwa barua Kumb. Na. COT/AT/M1/7/V.1/9 ya tarehe 31/8/98 malalamiko haya yalikuwa ya Bwana Charles Samang'ombe kwa niaba ya OTUU na sio OTTU kwa niaba ya Walalamikaji. Kwamba ATC ina mgogoro na OTTU kwa niaba ya Walalamikaji kama alivyoleta kamishna wa kazi na sio Samang'ombe dhidi ya ATC. Akimalizia hoja hii Bwana Mbezi alisema ya kuwa kwa sababu hakuna madai ya walalamikaji katika Mahakama hii ATC inaona yakuwa madai ya walalamikaji hayapo na hivyo hakuna shauri lolote la kuchunguza katika Mahakama hii dhidi ya ATC.

Katika pingamizi la pili Bwana Mbezi alieleza ya kuwa kwa kuwa Walalamikaji walipoteza ajira zao kwa tarehe tofauti na sababu tofauti haikuwa sahihi kwa kamishna wa kazi

kuyaleta mashauri yao hapa Mahakamani kama shauri moja (joint suit). Akifafanua zaidi kuhusu pingamizi hili, Bwana Mbezi alisema ya kuwa Bwana Kalulu ambaye ni Mlalamikaji wa kwanza aliachishwa kazi tarehe 5/12/94 kwa kosa la uzembe na kusababisha hasara kwa mwajiri ambapo Mlalamikaji wa pili Bwana Dalali alijifukuzisha kazi (abscondment) tarehe 25/10/93. Kwamba matukio yaliyozusha mmoja kuachishwa kazi na mwingine kufukuzwa kazi hayaoni, muda wa matukio hayo ni tofauti hata ushahidi utakaotolewa hautawagusa wote kwa sababu hakuna lalamiko la pamoja kati ya walalamikaji.

Kuhusu pingamizi la tatu, Bwana Mbezi alisema kwa kifupi ya kuwa Walalamikaji Walishughulikiwa chini ya Sheria ya Usalama Kazini, kwa hiyo haikuwa sahihi kuacha mkondo huo na kuchukua mkondo mwingine yaani Sheria ya Mahakama ya kazi. kuthibitisha pingamizi hili Bwana Mbezi alitoa kama vielelezo Karatasi Na. 1-3 chini ya sheria ya Usalama kazini kuhusu Bwana Kalulu (vielelezo D.7-8) pia alitoa karatasi Na. 4 (Kielelezo D.9) kumhusu Bwana Dalali. Kwamba Baadaye mlalamikaji huyu wa pili aliandika barua (kielelezo D.11) kwa Mwenyekiti wa Baraza la Usuluhishi kufuta rufaa yake katika Baraza hilo ombi ambalo lilikubaliwa na Mwenyekiti huyo (kielelezo D.12). Huu alikuwa ndio mwisho wa maelezo ya pingamizi la awali la upande wa Walalamikiwa ATC.

Katika kujibu pingamizi la kwanza, Bwana Samang'ombe katibu Mkuu wa COTWU kwa niaba ya Walalamikaji alijibu ya kuwa kumbukumbu ya madai ya chama (COTWU) iliandaliwa na yeye kwa niaba ya chombo kinachosimamia uendeshaji wa mgogoro hapa Mahakamani kwa niaba ya Walalamikaji. Isitoshe, Bwana Samang'ombe katika kujibu hoja hii kwa maandishi ameendelea kueleza ya kuwa Chama (COTWU) haifahamu sheria inayowataka wahusika na mgogoro wowote ule nao waweke saina zao katika kumbukumbu inayoandaliwa na mwakilishi wao.

Kuhusu hoja ya pili Bwana Samang'ombe alijibu ya kuwa kutokana na Walalamikiwa kutotoa ushirikiano kwa kamishna wa kazi licha ya kuandikiwa barua mara mbili, kamishna huyu hakuwa na jambo lingine la kufanya ila kulileta shauri hili hapa Mahakamani kama lilivyoripotiwa kwake na katibu Mkuu wa OTTU bila kupata maelezo kutoka kwa Walalamikiwa.

Juu ya ufuataji wa mkondo wa Sheria ya Usalama Kazini, Bwana Samang'ombe alijibu ya kuwa ni kweli kuwa Bwana Kalulu alipata karatasi Na. 1 tarehe 18/8/94 na kwamba hilo lilikuwa pendekezo tu na siyo hatua. Kwamba kwa mujibu wa matakwa ya utaratibu wa Sheria ya Usalama Kazini hatua inachukuliwa kwa kupitia karatasi Na. 10. Kwamba kielelezo Na. D.3 yaani barua ya kuachishwa kazi haiwezi ikasimama badala ya karatasi Na. 10. Kwa upande wa Bwana Dalali, aliendelea kueleza Bwana Samang'ombe, Mlalamikaji huyu hakujaziwa karatsi yoyote na ATC kuhusu Sheria ya Usalama Kazini. Kwamba kuwepo kwa vielelezo D. 10-12 na P. 3 kulitokana na kubabaika kwa Mlalamikaji na kutoelewa ipasavyo utaratibu wa sheria hiyo.

Ukijibu hoja au majibu ya upande wa Walalamikaji, upande wa Walalamikiwa (ATC) umeeleza ya kuwa kuna maamuzi mawili ya Mahakama hii ambayo yametaka na kumtaka kuwa Walalamikaji sharti watie saina hati ya malalamiko/ madai. Maamuzi hayo yalitolewa katika mgogoro wa kikazi Na. 38/97 TRAWU kny. Njaidi na wenzake dhidi ya TRC (Mh. Jaji Mwaikasu -Mwenyekiti) na uchunguzi wa mgogoro Na. 11/95 Likohugu na wenzake dhidi ya ATC na DAHACO (Mh. Tendwa -Naibu Mwenyekiti).

Kuhusu kuunganishwa kwa Walalamikaji katika shauri moja, upande wa Walalamikiwa bado ulisisitiza ya kuwa matukio yaliyosababisha Walalamikaji kupoteza ajira zao yanatofautiana hali kadhalika nyakati na kwamba hakuna uwiano wowote ule kimakosa au kinyakati. Juu ya Walalamikaji kufuata mkondo wa sheria ya Usalama kazini, upande wa Walalamikiwa wamejibu ni kweli yakwamba Walalamikaji wote wawili walifuata mkondo wa sheria iliyotajwa hapo juu na kwamba hawana sababu yakuleta shauri hili mbele ya Mahakama ya kazi.

Baada ya kupata maelezo ya pande zote mbili niliomba kupata maoni ya Waheshimiwa Washauri wa Mahakama jambo ambalo nitalizungumzia hapo baadaye.

Katika kujadili pingamizi hizi za awali, nitaanza na hoja ya pili inayohusu kujumuishwa kwa Walalamikaji katika shauri moja. Hakuna ubishi katika shauri hili ya kuwa Mlalamikaji wa kwanza na wapili wote walikuwa waajiriwa wa Walalamikiwa yaani ATC. Hakuna ubishi pia ya kuwa Bwana Dalali ambaye ni Mlalamikaji wa pili alikuwa wakwanza kuchukuliwa hatua za kinidhamu kwa kile mwajiri alichokiita "abscondment" yaani kutokuwepo kazini kwa siku kadhaa. Jambo hili lilitokea kati ya mwezi Septemba na Oktoba, 1993. Mwaka uliofuata yaani tarehe 7/10/94 Mlalamikaji wa kwanza yaani Bwana Kalulu alipatikana na janga lakupoteza kazi yake. Huyu hakufukuzwa kazi kama Mlalamikaji wa pili, bali yeye aliachishwa kazi. Isitoshe kosa lililomfanya aachishwe kazi sio la "abscondment" kwa la Mlalamikaji wa pili, yeye alituhumiwa kuwa mzembe na kusababisha mwajiri wake ATC kupata hasara ya Shs.325,500/=. Ni dhahili ya kuwa Walalamikaji hawa hawawezi wakasimama pamoja Mahakamani na kumda mwajiri wao katika shauri moja. Kufanya hivyo nikwenda kinyume na Amri ya 1 ya kanuni ya 1ya sheria ya mwenendo wa kesi za Madai (Order 1 rule 1 of the civil procedure code) Na. 49 ya mwaka, 1996.

Ebu tuone kanuni hiyo inasema nini.

"All person may join in one suit as plaintiffs in whom any right to relief in respect of or arising out of the same act or trans action or series of acts or transactions is alleged to exist....."

Mahakama hii hushughulikia mashauri yenye mwelekeo wa mwenendo wa madai na sio wa kijinai. Kwa hiyo kwa kiasi kikubwa hufuata utaratibu ulioomo katika sheria iliyotajwa hapo juu. Licha ya kwamba kuwaruhusu Walalamikaji kuwa na shauri moja dhidi ya Walalamikiwa -ATC kutahalifu kanuni iliyotajwa hapo juu, kufanya hivyo kutakuwa ni kwenda kinyume na misingi ya sheria ya ushahidi (The Evidence Act No.6 of 1967) kwasababu ushahidi utakaotolewa kuthibitisha

kufukuzwa kazi kwa Mlalamikaji wa pili hautamhusu kabisa Mlalamikaji wa kwanza. Kama wote wangefukuzwa kazi kwa tuhuma moja na iliyotokea kwa wakati mmoja katika utekelezaji wa kazi zao, kweli wangefungua shauri moja dhidi ya Mlalamikiwa. Lakini katika shauri hili kuna sababu tofauti za kupoteza ajira na kwa muda tofauti. Mlalamikaji wa kwanza anamlalamikia mwajiri wake kwa kuachishwa kazi isivyo halali kutokana na uzembe. Ambapo Mlalamikaji wa pili ana mlalamikia mwajiri kwa kumfukuza kazi isivyo halali, je. 'Ni sahihi kwa Walalamikiwa hawa kuwa na shauri moja dhidi ya mwajiri wao? Nakubaliana na moja kati ya Waheshimiwa Washauri wa Mahakama aliyepata wasaa wakuniandikia maoni yake kuwa si sahihi kwa Walalamikaji kuwa na shauri moja (joint suit). Upande wa Walalamikaji unashauriwa kufuta (withdraw) shauri hili. Kamishna wa kazi aombwe kuripoti upya Mahakamani migogoro miwili ya Walalamikaji, kila mmoja mgogoro wake peke yake na kufunguliwa majalada mawili tofauti, moja dhidi ya lalamiko la kuachishwa kazi na mwingine dhidi ya hatua ya kufukuzwa kazi.

Baada ya kueleza hayo, sina sababu ya kuendelea kuzungumzia hoja au pingamizi la kwanza na la tatu; wala mapingamizi hayo ambayo sikuyajadili na kuyatolea uamuzi hayatahusika na kanuni ya 'res judicata' katika hatua zijazo iwapo Walalamikaji watapenda kutekeleza ushauri uliotolewa hapo juu.

Uamuzi huu umetolewa leo tarehe 12/8/1999 mbele ya wahusika katika shauri hili la uchunguzi.

(Sgd)

L. C. MLELWA

Naiibu Mwenyekiti

Certified true copy of the original.

22/Machi, 2000

B. E. NYAMUMBI
Registrar

TAARIFA YA KAWAIDA NA. 806

UCHUNGUZI WA MGOGORO WA KIKAZI NA. 15 WA 1998
baina ya

HASSANI KABALI - DAR ES SALAAM
na

TANZANIA ELIMU SUPPLIES LTD - DAR ES SALAAM
UAMUZI

Mlalamikaji Hassani Kabali (PW.1) aliajiriwa na Shirika la Vifaa vya Elimu Tanzania liljulikanalo kwa kifupi kama TES (Tanzania Elimu Supplies Ltd) mwezi Juni mwaka, 1973 kama Fundi Maabara (Laboratory Technician). Aliendelea na kazi katika shirika hilo na kupanda vyeo hadi kufikia cheo cha Kaimu Mkurugenzi wa Masoko. Mnamo tarehe 17/4/1997 aliachishwa kazi kwa shutuma za kukiuka taratibu za shirika katika kuhamisha daftari 5000 aina ya 'E' zenye kurasa 40 toka tawi la Moshi kuja Dar es Salaam, pili kulisababishia shirika hasara ya Shs. 225,000/=. Bwana Kabali hakuridhika

na hatua ya mwajiri ya kuachishwa kazi ndipo alipokwenda kwa Kamishna wa Kazi kulalamika. Kamishna wa Kazi naye kwa barua yake Kumb. Na. KZ/U.10/MG/954/7 ya tarehe 30/3/1998 amelileta shauri hilo katika Mahakama hii chini ya kifungu cha 8 (a) cha Sheria ya Mahakama ya Kazi Na.41 ya mwaka, 1967 kama ilivyorekebishwa na Sheria Na. 2 ya mwaka, 1993 kwa uchunguzi na uamuzi.

Akikanusha tuhuma hizo mlalamikaji Hassani Kabali (PW.1) alieleza Mahakama ya kuwa kwa barua Kumb. TES/MS/BR/DM/95/7 ya tarehe 31/3/1995 (kielelezo P.7) ofisi yake ilipata taarifa ya kuwa daftari aina ya 'E' zenye kurasa 40, hazikuwa na soko katika tawi la Shirika la Vifaa vya Elimu huko Moshi. Kwa hiyo alimwagiza Afisa wa Ununuzi, Ugavi na Usambazaji ajaze fomu ijulikanayo kama 'branch stock requisition' (kielelezo P.2) ili kuhamisha daftari 22,000 (ishirini na mbili elfu) toka katika tawi la Moshi kuja Dar es Salaam. Kwamba fomu hiyo (kielelezo P.2) ilijazwa hapa Dar es Salaam na kupelekwa Moshi na kwamba tawi la TES Moshi, baada ya kupata fomu hiyo, mnamo tarehe 17/7/1995 lilijaza fomu au hati ijulikanayo kama 'internal transfer of stocks' (kielelezo P.3) lakini daftari hizo hazikutumwa Dar es Salaam hadi tarehe 28/11/95 badala ya tarehe ya awali na kutaka daftari 5000 tu zihamishiwe Dar es Salaam badala ya agizo la awali la kuhamisha daftari 22,000. Kwamba alipakia daftari hizo kwenye bus na kuja nazo hapa Dar es Salaam ambapo alizipokea mtu mmoja aitwaye Khalidi na kupelekwa kwa Sunni Muslim Cultural Development. Mlalamikaji alizidi kuiambia Mahakama ya kuwa alifuata taratibu zote za mauzo na kwamba mali ilikwenda kwa mteja moja kwa moja ambaye alitia saina katika hati iitwayo 'delivery note' ya tarehe 2/12/1995 (kielelezo P. 4), kwamba wanunuzi wa daftari hizo yaani Sunni Muslim Cultural Development walipokea mali hiyo (daftari) na kuilipia kupitia katika 'account' ya TES iliyokuwa katika Benki ya Taifa ya Biashara (NBC) tawi la Samora. (Pay in slip ya tarehe 26/6/1996 - kielelezo P. 5).

Isitoshe, alizidi kuendelea kueleza Bwana Kabali (PW.1) wanunuzi wa daftari hizo waliliandikia Shirika la TES barua (kielelezo P. 6) kufahamisha ya kuwa wamelipia daftari hizo kupitia katika account ya shirika. Kwamba sio kweli ya kuwa shirika lilipata hasara, aliendelea kueleza mlalamikaji Bwana Kabali, kwa sababu bei ya daftari moja ilikuwa Shs. 33/50 na kwamba kwa daftari 5000 TES ilitakiwa ilipwe Shs. 167,500/= na sio Shs.225,000/=. Akiendelea kueleza kuhusu mauzo ya daftari hizo Mlalamikaji aliiambia Mahakama ya kuwa yeye kama Kaimu Mkurugenzi wa Mauzo alikuwa na uwezo wa kutoa 'discount' ya 8% ya mauzo kwa bidhaa iliyokuwa haiuzikiki kiurahisi au kama mteja aliweza kununua mali nyingi kwa mara moja. Kuhusu utaratibu wa kumwachisha kazi Bwana Kabali alilalamika ya kuwa hakupewa hati ya mashtaka ili aweze kujitetea kwenye chombo chake cha ajira na nidhamu, pili hakupata wasaa wa kusikilizwa na chombo hicho cha ajira na nidhamu. Kwamba waliomwandikia barua ya kumsimamisha kazi (kielelezo P. 10), barua iliyomtaka ajieleze kuhusu uhamishaji wa daftari 5000 (barua kielelezo P. 11) na ile ya kumwita kwenye Bodi (kielelezo P. 12) hawakurwa na mamlaka ya kuziandika barua hizo. Mlalamikaji alimalizia ushahidi wake kwa kuiomba Mahakama ibatilishe uamuzi wa uongozi wa TES wa kumwachisha kazi na kuamuru

kuwa arudishwe kazini na kulipwa kiasi cha Shs. 70,900/= alizokatwa kutoka katika mafao yake ili kufidia hasara bandia. Akijibu swali toka kwa Bwana Msirikale wakili wa TES, Mlalamikaji alisema ya kuwa bei ya TES ya daftari aina ya 'E' yenye kurasa 40 ni Shs. 30/50, kwamba tawi la Shirika hilo huko Moshi lilikuwa likiuzwa daftari za aina hiyo kwa Shs. 40/= kila moja kwa uuzaji wa jumla na kwa bei ya rejareja daftari hizo zilikuwa zikiuzwa kwa bei ya Shs. 45/= kila moja. Kwamba Bodi haikumpa nafasi ya kujieleza bali aliulizwa maswali ambayo Bodi ilitaka kumuuliza. Katika swali jingine mlalamikaji alijibu ya kuwa Sunni Muslims Cultural Development walilipia daftari hizo baada ya yeye mlalamikaji kusimamishwa kazi.

Upande wa utetezi yaani upande wa Shirika la Vifaa vya Elimu Tanzania (TES) ulileta Shahidi mmoja Bwana Rashidi Mpundile. Shahidi huyu aliliambia Mahakama ya kuwa anafanya kazi katika Shirika la Vifaa vya Elimu Tanzania kama Mkaguzi Mkuu na kwamba mnamo mwaka, 1995 alikuwa Mkaguzi katika shirika hilo. Bwana Mpundile aliendelea kuiambia Mahakama ya kuwa mwezi Machi, 1996 alimtuma Mkaguzi aitwaye Rajabu Lusaku kwenda Moshi kwenye tawi la TES kufanya ukaguzi wa kawaida kwamba katika ukaguzi huo ilionekana kuwa kulikuwa na daftari elfu tano (5000) zilizohamishwa kwenye tawi la Shirika hilo hapa Dar es Salaam toka katika tawi la Moshi. Kwamba pamoja na ukweli kuwa daftari hizo zililhamishwa mwezi Novemba, 1995 lakini hakuna hati ijulikanayo kama 'good received note' iliyotolewa na tawi la TES Dar es Salaam kuonyesha ya kuwa daftari hizo zilipokelewa na tawi la TES Dar es Salaam. Bwana Mpundile alizidi kueleza ya kuwa daftari hizo zilikuwa zimehamishwa na mlalamikaji katika shauri hili ambaye kwa wakati huo alikuwa Kaimu Mkurugenzi wa Masoko wa TES. Shahidi na kupelekwa kwenye tawi inakopelekwa mali hiyo.

Baada ya tawi kupokea mali, tawi lililopokea mali hurudisha fomu moja ya hizo za 'internal transfer stock' ikiambatanishwa na fomu nyingine iitwayo 'goods received notes' na kuzipeleka kwenye tawi lililohamisha mali. Kati ya fomu mbili za 'internal transfer of stock' zilizobaki kwenye tawi lililohamisha mali, fomu moja hupelekwa kwenye makao makuu ya TES kitengo cha Uhasibu na nyingine hupelekwa kwenye kitengo cha usambazaji. Shahidi huyu alidai Mahakamani ya kuwa katika kuhamisha daftari 5000 zinazohusika katika shauri hili utaratibu huo haukufuatwa, na kwamba daftari hizo hazikufika TES makao makuu wala kwenye tawi la shirika hilo la hapa Dar es Salaam. Kwamba kama daftari hizo zingepokelewa na ofisi inayohusika, ofisi hiyo ingeandika hati ya 'goods received note'. Bwana Mpundile alipoonyesha kielelezo P.4 alisema ya kuwa hati hiyo 'issue note' hutumika katika kutoa vitu kwa matumizi ya ofisi na sio kwa ajili ya kutolea mali iliyouzwa. Hati inayotumika katika kutolea mali iliyouzwa kwa mteja hujulikana kama 'combined invoice and delivery notes' na kwamba kama mali hununuliwa kwa fedha taslim basi ni 'cash sale' ndiyo inayotumika. Bwana Mpundile aliendelea kueleza Mahakama ya kuwa hapakuwa na hati yoyote iliyoonyesha kuwa TES iliuzwa mali kwa Sunni Muslim Cultural Development na kwamba ilibidi Shirika hilo kufanya utafiti. Kwamba kutokana na mawasiliano ya maandishi ilionekana kuwa daftari hizo zilipelekwa Suni

(kielelezo P.6). Kwani katika tawi la TES la Dar es Salaam au katika makao makuu ya shirika hilo hapakuwepo na hati yoyote iliyoonyesha kuwa taasisi hiyo ya Suni Muslim Cultural Development iliuziwa daftari. Katika utafiti, Bwana Mpundile alizidi kuiambia Mahakama, nyuma ya 'pay in slip' (kielelezo P.5) kuliandikwa 'delivery note' (kielelezo P.4) na kwamba kwa kuwa shahidi huyu na wenzake ofisini kwao walizifahamu hati au mwandiko (hand writing) wa mlalamikaji ndiye hivyo walijua ya kwamba Mlalamikaji aliyepeleka benki fedha za mauzo ya daftari zinazohusika katika shauri hili, kwa sababu si rahisi mtu wa nje kufahamu banki account ya TES. Kwamba kesi ya jinai iliyokuwa inamkabili mlalamikaji ilifutwa kwa sababu mlalamikaji alikwisha lipa fedha za daftari zinazohusika. Shahidi huyu alimalizia ushahidi wake kwa kusema ya kuwa baada ya mlalamikaji kusamehewa katika kesi ya jinai na kumwachisha kazi, mahesabu yalisawazishwa kwa kumkata mlalamikaji toka katika mafao yake tofauti kati ya thamani ya daftari na fedha iliyopelekwa benki. Shahidi huyu alipohojiwa na Bwana Ndolezi Wakili wa Mlalamikaji alijibu kuwa Bodi ya Wakurugenzi ya TES iliidhinisha ya kuwa mtu anayenunua mali yenye thamani ya Shs. 500,000/= anaweza kupata msamaha (discount/ commission?) ya 8% ya thamani ya mali iliyouzwa. Kwamba mlalamikaji aliuzwa mali chini ya Shs. 500,000/= kwa hiyo hakustahili kutoa msamaha wowote.

Baada ya kupata ushahidi wa pande zote mbili katika shauri hili niliomba kupata maoni ya Waheshimiwa Washauri wa Mahakama. Maoni yao hayakutofautiana kabisa na maoni yangu. Maoni hayo nitayaeleza huko mbele katika uamuzi huu.

Kamishna wa Kazi alipolileta shauri hili hapa Mahakamani kwa uchunguzi, alitaka mambo yafuatayo yachunguzwe na hatimaye kuyatolea uamuzi. Mambo hayo ni:-

- kama kupeleka daftari 5000 moja kwa moja kwa mteja ilikuwa ni kinyume na taratibu zilizowekwa na shirika.
- kama mlalamikaji alizingatia taratibu zote zilizowekwa na Shirika kuhusu uhamisho wa mauzo ya mali iliyohamishwa toka Moshi na kuletwa Dar es Salaam.
- kama mlalamikaji alikiuka taratibu zilizowekwa na Shirika kwa makusudi na kwa ajili ya manufaa yake binafsi.
- kama shirika lilipata hasara ya Shs. 225,000/= kutokana na uhamisho huo wa daftari 5,000 toka Moshi kuletwa Dar es Salaam.
- kama Bodi ya Wakurugenzi ilitenda haki kumwachisha kazi mlalamikaji kutokana na tukio hili.

Nimeamua kushughulikia vipengele au hoja (a) (b) na (c) kwa pamoja kwa sababu hoja hizo zinazungumzia utaratibu wa kuhamisha daftari toka Moshi kuja Dar es Salaam na matokeo yake.

Haupo ubishi ya kuwa daftari aina ya 'E' zenye karatasi 40 hazikuwa na soko Moshi wakati wa tukio la shauri hili na kwamba hati ijulikanayo kama 'Branch Stock Requisition' (kielelezo P.2) iliandikwa Dar es Salaam na kupelekwa Moshi ili kuhamishia daftari hizo Dar es Salaam. Haibishaniwi pia ya kuwa baada ya tawi la TES Moshi kupata hati (P. 2) tawi hilo chini ya usimamizi wa Mlalamikaji liliandika hati iitwayo

'internal transfer of stocks' (3) ili kuhamisha daftari 5000 kuja kwenye tawi la TES Dar es Salaam. Jambo hili limeoneshwa wazi wazi katika hati hiyo ya 'Internal Transfer of Stock' (P.3) kwa maneno 'Transfer from Moshi Branch to Dsm. Branch'. Kuna ushahidi pia kuwa Mlalamikaji ndiye aliyeamuru kuwa daftari hizo zipakiwe katika 'bus' na alisafiri nazo kuja Dar es Salaam. Kutokana na ushahidi wa Radhidi Mpundile (DW.1) ni kuwa uhamisho wa daftari hizo ulitakiwa uambatane na nakala nne za hati hiyo ya 'internal transfer of stocks' (P. 3). Yaani mlalamikaji alipochukua daftari hizo alitakiwa pia achukue hati nne hizo. Katika hati nne hizo, hati moja ingebaki katika tawi la TES Dar es Salaam ambako daftari zimehamishiwa. Nakala ya pili ingerudi Moshi zilikohama daftari, hati hii ya pili ambayo ingerudi Moshi ingeambatana na hati nyingine iitwayo 'Goods received note' ambayo ingetolewa na tawi la TES Dar es Salaam kuliirifu tawi la Moshi kuwa daftari hizo zimepokelewa. Nakala mbili zilizosalia zote zingepokelewa TES makao makuu kwenye kitengo cha uhasibu na nyingine kwenye kitengo cha usambazaji. Kuna ushahidi kuwa utaratibu huu haukufuatwa. Mlalamikaji ameeleza ya kuwa alipofika na daftari hizo hapa Dar es Salaam alikabidhi kwa wateja moja kwa moja na kwamba alifanya hivyo kwa mujibu wa 'Operating Manual for Marketing Department ya shirika (kielelezo P.1). Ebu tuone sehemu inayohusika ya kielelezo hicho inaeleza nini na ninanukuu:-

"10.15. DIRECT ISSUE OF STOCK TRANSFERRED IN

In this case of a branch, under special circumstances, direct issues of stocks occur when a customer pays for goods at the branch and personally collects the same from the head office Warehouse. The fact that the goods do not pass through the branch Warehouse shall not in any way make the transaction different from the rest".

Maelezo ya hapo juu yana maana kwamba iwapo kuna kuhamisha bidhaa toka kwenye ghala ya makao makuu kwenda tawini na mteja akalipia mali hiyo kwenye tawi inakohamishiwa mali lakini akaenda mwenyewe kuchukua mali hiyo toka kwenye ghala ya makao makuu, kule kutopitishia mali hiyo kwenye ghala ya tawi hakutaathiri utaratibu wa manunuzi na uhamishaji wa mali inayohusika. Sharti kubwa katika kanuni hii ni kwanza kulipia mali (pays for the goods) katika tawi lile kunako hamishiwa mali. Baada ya hapo mteja anaruhusiwa kuchukua mali toka kwenye ghala la makao makuu hata kama mali hiyo haipitii kwenye ghala ya tawi mteja alikoilipia mali hiyo. Katika shauri hili wateja hawakuilipia mali kabla ya kuchukua, wao walichukua mali bila kulipia. Kwa hiyo Kanuni aliyoinukuu mlalamikaji haihusiki katika shauri hili. Pili mlalamikaji hakupeleka nakala za "Internal tranfer of stock" katika tawi la TES la hapa Dar es Salaam au kwenye makao makuu ya Shirika hilo kama ushahidi wa Rashidi Mpundile (PW.1) ulivyoeleza. Ndiyo kusema bila kufanya ukaguzi ingalikuwa vigumu kufuatilia ulipwaji wa daftari zinazohusika katika shauri hili kutokana na kutofuatwa utaratibu wa kuhamisha mali ya shirika toka tawi moja kwenda katika tawi jingine. Kwa hivi katika kujibu hoja (a) (b) na (c) zilizomo katika barua ya

Kamishna wa Kazi ni kwamba kupelekwa daftari 5000 moja kwa moja kwa mteja haukuwa kinyume cha utaratibu kama mlalamikaji angezingatia taratibu zilizowekwa na Shirika kuhusu uhamisho na mauzo ya mali iliyohamishwa toka Moshi na kuletwa Dar es Salaam. Isitoshe mlalamikaji akiwa Kaimu Mkurugenzi wa Masoko alitakiwa awe mfano katika kutekeleza kanuni za uhamisho na mauzo ya mali inayohamishwa kati ya matawi ya shirika. Kutofuata kwake utaratibu huo kunaweza kutafsiriwa kuwa ni uzembe au makusudi lakini sio kwamba hakujua kanuni au taratibu hizo.

Hoja ya nne ni iwapo shirika lilipata hasara ya Sh.225,000/= kutokana na uhamisho wa daftari 5000 toka Moshi kuletwa Dar es Salaam. Jawabu ni kuwa shirika lilipata hasara lakini si kwa kiwango cha Sh.225,000/=. Nimesoma kwa makini sana maelezo ya mwisho (final submissions) za upande wa mlalamikaji imedhihirika ya kuwa daftari zinazohusika kwanza zilitoka hapa Dar es Salaam kwenda Moshi ambako kwa bei ya reja reja zingeuzwa kwa Sh.40/= kila moja. Hii ina maana ya kuwa katika kufikia bei hiyo kulitiliwa maanani gharama za kusafirisha daftari hizo toka Dar es Salaam hadi Moshi. Mnamo tarehe 28/11/95 daftari hizo zilipakiwa kwenye "bus" na kuzirudisha Dar es Salaam.

Jee! Hazikutozwa gharama za usafirishaji? Kama zililipiwa ilikuwa halali kuziua kwa Sh.30/50 kama vile zilikuwa hapa hapa Dar es Salaam tangu awali?

Hivyo kama nilivyoeleza hapo awali, shirika lilipata hasara kwa mlalamikaji kuuza daftari hizo kwa Sh.30/50 kila moja hasa ikitiliwa maanani kuwa mali hiyo kwanza ilitoka hapa Dar es Salaam kwenda Moshi na kisha kurudishwa hapa Dar es Salaam na kwamba hakuna uthibitisho kuwa ilisafirishwa bure.

Hoja ya mwisho ni kuwa iwapo Bodi ya Wakurugenzi ilitenda haki katika kumwachisha kazi mlalamikaji kutokana na tukio hili. Kutokana na ushahidi uliotolewa katika Mahakama hii kama ilivyofafanuliwa hapo juu. Waheshimiwa Washauri wa Mahakama pamoja nami tumefikia uamuzi ya kuwa kuachishwa kazi kwa Mlalamikaji kuliwa ni halali.

Uamuzi huu umetolewa leo 28/9/1999 mbele ya wahusika.

(Signed)
L. C. MLELWA
Naibu Mwenyekiti

Certified true copy of the original

22 Machi, 2000

B. E. NYAMUBI
Registrar

AARIFA YA KAWAIDA NA. 807

TRADE DISPUTE NO. 2 OF 1998

Between

**MOHAMED KAZINGUMBE - DAR ES SALAAM
and****TANZANIA BREWERIES LTD. - DAR ES SALAAM
RULING**

This ruling in this Trade Dispute is a result of Preliminary point of Objection raised by the Respondent the Tanzania Breweries Ltd, through their Advocate Mr. C. Tenga of Law Associates.

The Respondent raised two points of Preliminary Objection, which are:—

- (1) That the dispute is bad in Law for want of compliance with the Tanzania Industrial Court Act, and
- (2) That the dispute is also incompetent before the Court for failure to observe the prescribed period of limitation.

In arguing the points of Preliminary Objections the Advocates for both parties were asked to file written submissions.

In his submission, Counsel for the Respondent in elaboration and substantiation of his points of Preliminary Objection argued that ; The jurisdiction of this Court is restricted to disputes brought to it in accordance with the provisions of its enabling statute. The Counsel showed the procedure to which the Complainant was bound to follow in reporting a trade dispute, by quoting the provisions of section 4(2) and (3) of the Industrial Court of Tanzania Act, 1967 as amended by Act No. 2 of 1993, as follows:—

- "4 (2) Subject to subsection (1) shall first report a trade dispute to the Union Branch at the place of work within 7 days of its occurrence and the Union Branch shall within fourteen days report the trade dispute to the Labour Officer.
- (3) Where there is no Union Branch, the trade dispute shall be reported within fourteen days to the District Secretary of the registered trade union or if he is not member of a trade union or he is an employer, the District labour Officer".

The Counsel argued, the Complainant Mohamed Kazingumbe pleaded in paragraph 17 of his Memorandum of Complaint, that having been aggrieved by the decision of the Respondent he reported the dispute to the District Labour Officer. One is of a person who is not a member of a trade union and second is if he is an employer. He further argued that the status under which the Complainant is not known. Is he an employer, that is employed under Management of the Respondent? If so, then the Certificate of a Labour is missing which is under the Law a prerequisite condition. If the complainant was not a member of a trade union, the certificate of a Labour Officer required to show as to whether

the Complainant was an employer or that he is not a member of a trade union.

The counsel for the Respondent's second leg of argument is that the trade dispute before the Court is time barred. He argued that , the Complainant was dismissed from the Respondent's service on 13th March, 1998, and referred the matter to the District Labour Officer by filing up TD 2 form dated 17/3/1998. The Labour Officer tried to effect settlement as required by Law but failed and consequently referred the dispute to the Labour Commissioner via a letter dated 16th April, 1998. The Labour Officer was required to report to the Labour Commission within 21 days from the date the dispute was reported to him as provided under section 6(1) of the Industrial Court Act. Between 17th March, 1998 and 16th April, 1998 is a period of 29 days.

The counsel for the Respondent concluded his submission by saying that the Complainant failed to adhere to the procedure which had the intention of ensuring that the Labour disputes are properly reported before the Court. He prayed this Court not to entertain a dispute which is not properly before the Court and must therefore be accordingly dismissed.

In reaction to the Respondent's Counsel Submission on points of Preliminary Objection, Mr. Abdul Mwengela, advocate for the Complainant, argued that the cited provisions of law by the Respondent's advocate are not applicable under the Circumstances of the present proceedings. He advanced the reasons being that, the Complainant being a member of the management was not a member of the Trade Union and therefore the cited provisions of law which are applicable to his client are sections 4(3), 6(3) of the Industrial Court Act, 1967. He argued further that the Complainant reported the dispute to the Labour Officer within 14 days of its occurrence as required by law. The District Labour Officer failed and on 26th day of March, 1998 reported his failure to effect settlement to the Labour Commissioner, within 21 days as required by law. He argued that the discrepancy appearing in annexure 10 to the Complaint bearing reference DAR/MG/5.98, in his view is purely clerical and not legal, because the date failure to effect settlement was marked "Given under my hand this 26th day of March, 1998" which should be the date of reporting to the Labour Commissioner and not that of the correspondence that is 16th April, 1998, which was the date of dispatching the report.

He concluded his submission by arguing that the Complainant was competent to lodge his complaint the way he did and that the matter is not affected by limitation of time. He prayed the Court to dismiss the preliminary objections raised by the Respondent, with costs.

Having filed their submissions as analysed here in above, the assessors were called upon to deliberate the submissions of both parties in respect of the points of Preliminary Objections and gave their opinions. Both assessors were of the opinion the procedure adopted by the complainant to report and later transmission of this trade dispute violated the Legal requirements as provided for by the Industrial Court Act No.2

of 1993. The assessors opined that since the Complainant's Advocate admitted in his submission that his Client was employed in the Management business of his employer, he was mandatorily required to be issued with a Certificate from the Labour Officer certifying that he is employed in the business management of his employer as provided under section 10 of Act No. 2 of 1993, and Regulation 4(1) made under GN. 289 of 2nd June, 1995. Likewise assessors opined that, the Labour Officer contravened the mandatory requirement of section 6(1) of the Industrial Court Act No. 2 of 1993, by not abiding with limitation period of 21 days to transmit the unsettled dispute to the Labour Commissioner. The Labour Officer having failed to settle the dispute on 26th March, 1998 did not transmit the dispute to the Labour Commissioner until 16th April, 1998. The assessors did not agree with the argument of the Complainant's Advocate that the date of transmission of the dispute to the Labour Commissioner was a Clerical error. They unanimously advised me to dismiss the dispute as incompetent and not properly before the Court.

I have already analysed the submissions of Counsels for both parties as shown here in above, and have also shown the opinion of assessors as opined in respect of this Preliminary Objection, It is now my duty to give a ruling.

The Counsel of the Respondent raised two points of Preliminary Objections on points of law, complaining that;

- (a) That the dispute before Court is bad in law for want of compliance with the Industrial Court of Tanzania Act.
- (b) That it is also in competent before the Court for failure to observe the prescribed period of Limitation.

In substantiating his objections, the Counsel for the Respondent argued that the Complainant in filing and reporting the dispute did not obtain a Certificate from the Labour Officer certifying that he was employed in the Management business of his employer as required by law. I have looked into the Industrial Court Act No. 2 of 1993, and observed the provisions of section 10 of the Act which provides as follows;

"10 Without prejudice to the provision of the Act, a trade dispute may be between an employee and employer *Provided that no employee shall institute a trade dispute under this Act without a Certificate of Labour Officer that he is employed in the Management of the business of his employer*" (emphasis is mine).

In his memorandum of Complaint the complainant in paragraph 5 of the Memorandum indicated that and I quote;

"----- He was promoted to various posts, junior to senior positions including Audit Clerk, Welfare Officer, Acting Human Resources Manager and Human Resources Officer -----".

This being part of the pleading of the Complainant as shown in his Memorandum of Complaint it is an unambiguous admission of the Complaint that he was employed in the business management of his employer. The Law therefore

under section 10 of Act No. 2 of 1993, required him not to institute a trade dispute "Without a certificate of a Labour Officer certifying that he is employed in the management of the business of his employer".

This mandatory requirement is emphasised by Regulations made under GN. 289 of 2nd June 1995 whereby Regulation 4(1) requires the Labour Officer to fill form TD 1 and it says:-

"4 (1) Form TD 1 in the schedule *shall* be used by the Labour Officer in certifying that an employee *is or is not employed* in management of the business of his employer".

With the above finding and analysis of the Legal position, I agree with the submission of the Counsel for the Respondent and assessors opinion that the trade dispute before the Court is incompetent for contravention the provisions of section 10 of the Industrial Court Act No. 2 of 1993, and Regulation 4(1) of GN 289 of 2nd June, 1995.

The second point of objection now becomes an academic exercise, however I cannot leave it to hang without dealing with it. Assuming that the complainant was right as according to his Advocate that the relevant provisions of Law which apply to him are section 4(3), 6(2) of Industrial Court Act, 1967 as amended by Act No. 2 of 1993.

Section 4(2) of the Industrial Court Act No. 2 of 1993 provides that:-

"4(3) Where there is no union branch the trade dispute shall be reported within fourteen days to the District Secretary of the registered trade union or if he is not a member of a trade union or he is the employer, to the District Labour Officer".

The factual submission of the Advocate for the Complainant do not disclose the status of the Complainant as to whether he is an *employer* or that *he is not a member of a trade union*. The status of the Complainant is only disclosed in the memorandum of complaint that he was a Human Resources Officer, the fact which has already being dealt with as above shown. The report to the Labour Officer was well in time. His services were terminated on 13th March, 1998 and reported the matter to the Labour Officer on 17th March, 1998, well in time before the Expiry of a period of 14 days. The Law however requires the Labour Officer on receipt of the dispute, having failed to effect settlement must transmit the same to the Labour Commissioner within 21 days from the date of receipt of the dispute in question, as provided under section 6(1) of the Industrial Court Act No. 2 of 1993, which says and I quote:-

"6(1) Where a Labour Officer is unable to effect settlement of the trade dispute, he shall report in writing to the Labour Commissioner within twenty one days of receiving the dispute".

It is in evidence from annexure a letter of transmission of the report to the Labour Commissioner with Ref. DAR/ MG/5/98 that the report was transmitted on 16th April, 1998. The Labour Officer received the dispute on 17th March, 1998, but failed to effect settlement on 26th March, 1998, but reported the same to the Labour Commissioner on 16th April, 1998, which was twenty nine days from the date of receipt of the dispute. The Law mandatorily require the dispute be transmitted to the Labour Commissioner within twenty one days and not otherwise. It is therefore in contravention of section 5(1) of the ICT Act No. 2 of 1993. The dispute to this effect is time barred, and cannot under such circumstances qualify to be entertained and determined by this Court.

All in all the Trade Dispute before the Court by the Complainant MOHAMED KAZINGUMBE is in competent for contravening the law as shown herein above and is here by dismissed.

This ruling is delivered this day of 24th day of June, 1999 and is Award of the Court

sgd.
J. B. TENDWA,
Deputy Chairman

Certified true copy of the Original.

B. E. NYAMUBI,
Registrar

TAARIFA YA KAWAIDA NA 808

DEED POLL (UNDER CAP. 117)

By this deed, I MAWAZO ZIDADU TAWETTE of Box 4997 DAR ES SALAAM do hereby absolutely renounce and abandon the use of former name of ZIDADU TAWETTE and in lieu thereof do assume and adopt the name of MAWAZO ZIDADU TAWETTE.

And in pursuance of such change of name as aforesaid I do hereby declare that I shall at all material times herein after in all records deeds and instruments in writing and in all actions, proceedings and in all dealings and transactions and upon all occasions whatsoever use and sign the name of MAWAZO ZIDADU TAWETTE as my name in lieu of former name of ZIDADU TAWETTE renounced as aforesaid.

And I hereby authorise and request all persons to designate and address me by such assumed name of MAWAZO ZIDADU TAWETTE.

I make this declaration consecocously believing the same to be true in accordance with the provision of oaths and statutory Act, 1966.

Signed and addressed by the said
MAWAZO ZIDADU TAWETTE formerly
known as ZIDADU TAWETTE this 2nd
day of October, 1998. M. Z. TAWETTE,

BEFORE ME:

Honorary Magistrate

TAARIFA YA KAWAIDA NA. 809

DEED POLL ON CHANGE OF NAME

By this Deed Poll, I, ELIAON ELIA LYIMO, of P. O. Box 75977, Dar es Salaam, do hereby wholly and absolutely renounce relinquish and abandon the use of all my former names aforementioned and adopt as from the day of the date hereof the name of: EDWIN HAROLD MLAY in lieu of and in substitution of my former names abovestated.

That this change of names is necessitated by the fact that all my previous names, to wit, ELIAON ELIA LYIMO, are from my maternal grandfather's clan and were given to me by him as he is the one who brought me up. Now that I'm an adult would like to assume names derived from my paternal side, to wit, that of EDWIN HAROLD MLAY.

For the purpose of evidencing such determination, I hereby declare that I shall at all times hereafter in all records, deeds, documents, and other writings and all actions suits and proceedings as well as in all public and private dealings and transactions and on all occasions whatsoever, use and subscribe the name of: EDWIN HAROLD MLAY as my new name in substitution for my former name: ELIAON ELIA LYIMO so relinquished as aforementioned so that I may hereafter be called, known or distinguished not by my former name hereinbefore stated but by my new name of EDWIN HAROLD MLAY.

I hereby expressly authorise and require all and every person and persons whoever at all times after the date hereof to designate, describe and address me by the adopted name of: EDWIN HAROLD MLAY accordingly.

IN WITNESS WHEREOF, I have hereunto subscribed my new name: EDWIN HAROLD MLAY and set my hand at Dar es Salaam this 24th day of August, in the year of our Lord Two Thousand.

SIGNED and DELIVERED by the said
EDWIN HAROLD MLAY who is
known to me or identified to me
by K. MWAMUKUNDA the latter being
known to me personally this
16th day of November, 2000

EDWIN HAROLD MLAY,

Signature:

Postal Address:

Qualification: Advocate.....

DRAWN GRATIS BY.
KELVIN MWAMUKONDA,
LEGAL OFFICER,
BP TANZANIA LIMITED,
P. O. Box 9043,
DAR ES SALAAM.

Kuajiriwa na Kukabidhiwa Madaraka:—Inaendelea kutoka Ukurasa wa 567

Ofisi ya Rais—Idara Kuu ya Utumishi

Kuwa Afisa Utumishi Mwandamizi Daraja la I:

VICTORIA F. FOVO, kuanzia tarehe 1 Julai, 2000.
 NORBERT B. NKUMULA, kuanzia tarehe 1 Julai, 2000.
 BONAVENTURA E. MBUYE, kuanzia tarehe 1 Julai, 2000.
 SAID MOKKA, kuanzia tarehe 1 Julai, 2000.
 MARTHA B. NZUNGU, kuanzia tarehe 1 Julai, 2000.
 TWAHIRU R. MUSHI, kuanzia tarehe 1 Julai, 2000.
 HABIL R. MSHANA, kuanzia tarehe 1 Julai, 2000.
 ABDALLA S. A. MGONEKE, kuanzia tarehe 1 Julai, 2000.
 JOSEPH CHOTA, kuanzia tarehe 1 Julai, 2000.
 EMMANUEL NZUNDA, kuanzia tarehe 1 Julai, 2000.
 MKUNDE P. MGANGA, kuanzia tarehe 1 Julai, 2000.
 ALEX BANTU, kuanzia tarehe 1 Julai, 2000.
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 PORTACIA G. BENITO, kuanzia tarehe 1 Julai, 2000.
 JACOB M. V. SWALE, kuanzia tarehe 1 Julai, 2000.
 EDNA B. NJAU, kuanzia tarehe 1 Julai, 2000.
 WINSTON R. MRUMA, kuanzia tarehe 1 Julai, 2000.
 AILINE L. MARO, kuanzia tarehe 1 Julai, 2000.
 CLEMENT M. C. BILLAU, kuanzia tarehe 1 Julai, 2000.

Kuwa Afisa Mafunzo Mwandamizi, I:

JOSEPH WALYUBA, kuanzia tarehe 1 Agosti, 2000.

Kuwa Afisa Tawala Mwandamizi II:

LAURENT KILINGO MHOJA SHAURI, kuanzia tarehe 1 Julai, 2000.

Kuwa Mpokea Simu Mwandamizi, Daraja la II:

ZALIA O. BUKINI, kuanzia tarehe 1 Julai, 2000.
 JOSEPH M. KUNAMELA, kuanzia tarehe 1 Julai, 2000.
 ESTHERIA S. MAGANGA, kuanzia tarehe 1 Julai, 2000.
 SOPHIA H. MFAUME, kuanzia tarehe 1 Julai, 2000.
 GAUDENSIA J. KIDUGULU, kuanzia tarehe 1 Julai, 2000.
 DOMINIKA MGALAWA, kuanzia tarehe 1 Julai, 2000.

Kuwa Afisa Tawala Daraja la III:

CREDO LUGAILA, kuanzia tarehe 30 Desemba, 1999.
 ANTHONY M. K. PRONETH, kuanzia tarehe 18 Januari, 2000.
 EMMANUEL M. SIGALLA, kuanzia tarehe 3 Septemba, 1998.
 SANIA A. MWANGAKALA, kuanzia tarehe 7 Septemba, 1998.
 MUSTAFA S. SAID, kuanzia tarehe 11 Januari, 2000.

CHELE L. NDAKI, kuanzia tarehe 2 Januari, 2000.
 PRISCA E. SHEWALI, kuanzia tarehe 1 Julai, 1999.
 HAMIDU H. MBEGU, kuanzia tarehe 28 Desemba, 1999.
 LESILE N. LWENDO, kuanzia tarehe 28 Aprili, 2000.
 DICKSON M. JOHN, kuanzia tarehe 24 Aprili, 2000.
 PAUL CHEYO, kuanzia tarehe 25 Aprili, 2000.
 ANGELA P. TIRUMANYWA, kuanzia tarehe 18 Aprili, 2000.
 AGNES B. SHAYO, kuanzia tarehe 18 Januari, 2000.

Kuwa Afisa Mafunzo, Daraja la III:

SYLVIA S. CHINGUWILE, kuanzia tarehe 8 Septemba, 1998
 SALVATORY M. J. MBILINYI, kuanzia tarehe 26 Agosti, 2000.
Kuwa Afisa Tawala, Daraja la I:

LOTHAM LAMSON SIMKOKO, kuanzia tarehe 1 Julai, 2000.
 MALLOW ZACHARIA LIVOGA, kuanzia tarehe 1 Julai, 2000.
 STEPHEN T. LEONE MUSHI, kuanzia tarehe 1 Julai, 2000.

Kuwa Waangalizi wa Ofisi Waandamizi, Daraja la II:

TIMOTHY J. BUDODI, kuanzia tarehe 1 Oktoba, 1999.
 BERTHA A. MKUNGO, kuanzia tarehe 1 Oktoba, 1999.
 AFRED T. N. INANA, kuanzia tarehe 1 Oktoba, 1999.
 SELEBIA J. KIGERA, kuanzia tarehe 1 Oktoba, 1999.
 ASHA S. NAMPANDA, kuanzia tarehe 1 Oktoba, 1999.
 CHARLES F. IFUNYA, kuanzia tarehe 1 Oktoba, 1999.

Wizara ya Mambo ya Ndani

Kuwa Uhamiaji Msaidizi, Daraja la I:

MARCELINO CONSTANTINE MTEGA, kuanzia tarehe 15 Desemba, 1999.
 CHUM KOMBO AMOUR, kuanzia tarehe 15 Desemba, 1999.
 STELLA JULIUS BALUA, kuanzia tarehe 15 Desemba, 1999.
 TAUSI KATAMBE MUSSA, kuanzia tarehe 15 Desemba, 1999.
 MARIA DAVID MWAMWAJA, kuanzia tarehe 15 Desemba, 1999.
 AMANI DISMAS MANGARA, kuanzia tarehe 15 Desemba, 1999.
 SWAHIBA HABIBU MDEME, kuanzia tarehe 15 Desemba, 1999.
 MOHAMED AHMED NGUNGUTI, kuanzia tarehe 15 Desemba, 1999.
 MARGRETH VALERIA RASHID, kuanzia tarehe 15 Desemba, 1999.
 JOYCE PHILLIP GAMBISHI, kuanzia tarehe 15 Desemba, 1999.
 JUMA HAJI MOHAMED, kuanzia tarehe 15 Desemba, 1999.
 JOHN CHEDIEL KIHARA, kuanzia tarehe 15 Desemba, 1999.
 HASSAN SULEIMAN AMEIR, kuanzia tarehe 15 Desemba, 1999.
 MOHAMED HAJI HAJI, kuanzia tarehe 15 Desemba, 1999.
 GLORY GODFREY SHAYO, kuanzia tarehe 15 Desemba, 1999.

ESTHER ELIAS IKOMBA, kuanzia tarehe 15 Desemba, 1999.
ADAM PETRO MKUYU, kuanzia tarehe 15 Desemba, 1999.
SALMA MAHBOOB MKADAL, kuanzia tarehe 15 Desemba, 1999.

ALFED MWENDA, kuanzia tarehe 15 Desemba, 1999.
HASSAN JAHU MLANZI, kuanzia tarehe 15 Desemba, 1999.
STELLA PAKOMIUS MAPUNDA, kuanzia tarehe 15 Desemba, 1999.

PETRO ELIAZAR JORIGA, kuanzia tarehe 15 Desemba, 1999.
PATRICK LEO MKANDE, kuanzia tarehe 15 Desemba, 1999.
CHARLES JAMES OBADO, kuanzia tarehe 15 Desemba, 1999.
FAKIH BAKARI NYAKUNGA, kuanzia tarehe 15 Desemba, 1999.

MAKAME ISSA HAJI, kuanzia tarehe 15 Desemba, 1999.
MAKAME ISSA JECHA, kuanzia tarehe 15 Desemba, 1999.
EMMA ALEX KALYEMBE, kuanzia tarehe 15 Desemba, 1999.
MOSES NDEMBO, kuanzia tarehe 15 Desemba, 1999.

HAIDARY SAIDI KUFAKUNOGA, kuanzia tarehe 15 Desemba, 1999.

PRISCA PASCAL SABUGO, kuanzia tarehe 15 Desemba, 1999.
DANIEL JAMES MWAUKAMBO, kuanzia tarehe 15 Desemba, 1999.

MOON KAMUGISHA MAGONGO, kuanzia tarehe 15 Desemba, 1999.

SEIF MOHAMED SEIF, kuanzia tarehe 15 Desemba, 1999.
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