



MWAKA WA 84

14 Machi, 2003

TOLEO NA. 11

GAZETI

BEI SH. 380/=

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.
Notice <i>re</i> Supplement	Na. 154		137	Mkataba wa Hiari Baina ya COTWU			
In the Court of Appeal of Tanzania				(T) - DSM na T.T.C.L - DSM	Na. 160		146/58
at Mbeya	Na. 155	138/9		Amendments on the Voluntary			
Kupotea kwa Hati za Kumiliki Ardhi...	Na. 156-7	139		Agreement Between T.T.C.L.			
Bodi ya Taifa ya Usimamizi wa Vifaa				and COTWU (T)	Na. 161		158/61
(NBMM) Kusajili Maafisa Ugavi na				Uthibitisho wa Usimamizi wa Mirathi...	Na. 162		161
Wahakiki Mali	Na. 158	140/42		Deed Poll on Change of Name	Na. 163		161
Mkataba wa Hiari Baina ya RAAWU-				Appointment of Justice of Appeal, High			
DSM na CHUO KIKUU -				Court Judges and Law Reform			
Mzumbe, Morogoro	Na. 159	142/6		Commission Secretary	Na. 164		162

TAARIFA YA KAWAIDA NA. 154

Notice is hereby given that Regulation and Orders as set out below, have been issued and are published in Subsidiary Legislation Supplement No. 11 dated 14th March, 2003 to this number of the *Gazette*:-

Regulations under the East African Customs and Transfer Tax Management Act, 1970 (Government Notice No. 40 of 2003).

Order under the Customs Tariff Act, 1976 (Government Notice No.41 of 2003).

Order under the Income Tax Act, 1973 (Government Notice No.42 of 2003).

Order under the Income Tax Act, 1973 (Government Notice No.43 of 2003).

Order under the Excise Tariff Ordinance (Government Notice No.44 of 2003).

Order under the Road and Fuel Tolls Act, 1985 (Government Notice No.45 of 2003).

Order under the Water Works Ordinance (Government Notice No.46 of 2003).

Order under the Water Works Ordinance (Government Notice No.47 of 2003).

Matangazo yahusuyo 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 KAWAJIDA NA. 155

CAUSE LIST

IN THE COURT OF APPEAL OF TANZANIA AT MBEYA

Before: LUBUVA, J.A., MROSO, J.A., AND MUNUO, J.A.Monday the 24th Day of March, 2003

In Court at 09.00 a.m.

*For Hearing**Criminal Appeals*

No. 9/99

MT9590 WO Ahmad Minachi

Versus

The Director of Public Prosecutions

No. 18/99

Edmund Mjengwa and Six Others

Versus

John Mgaya and Four Others

Before: LUBUVA, J.A., MROSO, J.A., AND MUNUO, J.A.Tuesday the 25th Day of March, 2003

In Court at 09.00 a.m.

*For Hearing**Criminal Appeals*

No. 27/99

The District Sales Tax Officer
Mpanda*Versus*

The Manager, Dimon (T) Ltd.

No. 93/99

Juma Bandoma

Versus

The Republic

Before: LUBUVA, J.A., MROSO, J.A., AND MUNUO, J.A.Wednesday the 26th Day of March, 2003

In Court at 09.00 a.m.

*For Hearing**Criminal Appeals*

No. 143/99

Makokoi Chandema

Versus

Hassani Mtete

No. 66/2001

Livinus Daud Manyuka

Versus

The Republic

Before: LUBUVA, J.A., MROSO, J.A., AND MUNUO, J.A.Thursday the 27th Day of March, 2003

In Court at 09.00 a.m.

*For Hearing**Criminal Appeals*

No. 4/2001

Zacharia Chikuba

Versus

The Republic

No. 16/2002

Venant Mapunda and Another

Versus

The Republic

Before: LUBUVA, J.A., MROSO, J.A., AND MUNUO, J.A.Friday the 28th Day of March, 2003

In Court at 09.00 a.m.

*For Hearing**Criminal Appeals*

No. 58/2002

Alex Yakobo Kahela

Versus

The Republic and Another

No. 59/2002

Zaituni Issa

Versus

The Republic

Before: LUBUVA, J.A., MROSO, J.A., AND MUNUO, J.A.Monday the 31st Day of March, 2003

In Court at 09.00 a.m.

*For Hearing**Criminal Appeals*

No. 126/2002

Hassani Said Nondo

Versus

The Republic

No. 127/2002

Ramadhani Mohamed Bushiri and
Another*Versus*

The Republic

Tuesday the 1st Day of April, 2003

In Court at 09.00 a.m.

*Judgements**Before:* LUBUVA, J.A., MROSO, J.A., AND MUNUO, J.A.Wednesday the 2nd Day of April, 2003

In Court at 09.00 a.m.

*For Hearing**Criminal Application for Revision*

No. 1/2001

Herdian Mbilinyi

Versus

Venance Mbuna and Another

Civil Application for Revision

No. 2/2001

Amede Shokole and Another

*Versus*The Town Director, Songea
Township*Before:* LUBUVA, J.A., MROSO, J.A., AND MUNUO, J.A.Thursday the 3rd Day of March, 2003

In Court at 09.00 a.m.

*For Hearing**Civil Applications for Revision*

No. 3/2000

Kakanga Kabuka

Versus

Gwankakabale Chejo

Civil Reference

No. 2/2001

Wilson Mwambeni

Versus

Samson Masindi

Before: LUBUVA, J.A., MROSO, J.A., AND MUNUO, J.A.

Friday the 4th Day of April, 2003

In Court at 09.00 a.m.

For Hearing

Civil Reference

No. 16/99

Mary Kayuni

Versus

Job Mwanjisi and Another

No. 17/99

John Ngonde

Versus

Job Mwanjisi

Before: LUBUVA, J.A.

Friday the 7th Day of April, 2003

In Chambers at 08.45 a.m.

For Hearing

Civil Applications

No. 1/96

Wilfred Kajula

Versus

Mamboleo Mwatis

No. 8/2000

Sao Hill Timber Ltd.

Versus

Thomas Msovela and Another

Before: MROSO, J.A.

Friday the 7th Day of April, 2003

In Chambers at 08.45 a.m.

For Hearing

Civil Applications

No. 9/2000

Maria Wasele

Versus

Mwaishumo M. Mwalyale and Another

No. 8/2001

Festo Sudi

Versus

Ihombe Village Council

Before: MUNUO, J.A.

Friday the 7th Day of April, 2003

In Chambers at 08.45 a.m.

For Hearing

Civil Applications

No. 9/2001

William Mwakatobe

Versus

Samwel Njombe

No. 4/2002

Njelu Mulagala Kasaka

Versus

Sander Samson Sanga and Another

Before: LUBUVA, J.A., MROSO, J.A., AND MUNUO, J.A.

Thursday the 8th Day of April, 2003

In Court at 09.00 a.m.

For Hearing

Civil Appeals

No. 37/2002

Ambakisye Twisa Mwafula

Versus

Daudi Mwakosya

No. 79/2002

Bernard Mwakagugu

Versus

The Headmaster of Mbalizi Secondary School and Two Others

Wednesday the 9th Day of April, 2003

In Court at 09.00 a.m.

For Judgements/Ruling

END OF SESSIONS

Dar es Salaam,
28th February, 2003

F. L. K. WAMBALI,
Deputy Registrar,
Court of Appeal

TAARIFA YA KAWAIDA NA. 156

KUPOTEA KWA HATI YA KUMILIKI ARDHI

Sheria ya Uandikishaji wa Ardhi

(Sura 334)

Hati Nambari: 30699.

Mmiliki aliyeandikishwa: TANZANIA LIVESTOCK DEVELOPMENT AUTHORITY.

Ardhi: Kiwanja Na. 733 Kitalu '47' Kijitonyama, Jijini Dar es Salaam.

Mwombaji: Receiver & Manager of NAPOCO.

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, S. L. P. 1191, Dar es Salaam.

Dar es Salaam,
21 Februari, 2003

REHEMA NTIMIZI,
Msajili wa Hati Msaidizi Mwandamizi

TAARIFA YA KAWAIDA NA. 157

KUPOTEA KWA HATI YA KUMILIKI ARDHI

Sheria ya Uandikishaji wa Ardhi

(Sura 334)

Hati Nambari: 41413.

Mmiliki aliyeandikishwa: VILET KOKULENGYA RWEASIRA.

Ardhi: Kiwanja Na. 378 Kitalu 'E' Tegeta, Jijini Dar es Salaam.

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, S. L. P. 1191, Dar es Salaam.

Dar es Salaam, SUBIRA SINDA,
13 Machi, 2003 *Msajili wa Hati Msaidizi Mwandamizi*

TAARIFA YA KAWAIDA NA. 158

NBMM

BODI YA TAIFA YA USIMAMIZI WA VIFAA NATIONAL BOARD FOR MATERIALS MANAGEMENT

Kusajili Maafisa Ugavi na Wahakiki Mali (Registration of Supplies Officers and Stock Verifiers)

Katika kikao cha 88 cha Bodi ya Wakurugenzi kilichofanyika tarehe 13 Januari, 2003 katika kuzingatia vifungu vya 5(i), 6(i) na 7(i) vya sheria nambari 9 ya 1981 ya usajili wa Maafisa Ugavi na Wahakiki mali (Supplies Officers and Stock Verifiers Registration) inatangaza kuwa wataalamu wafuatao wamesajiliwa kama:-

- (a) Maafisa Ugavi walioidhinishwa
(Authorized Supplies Officer) AUs
- (b) Maafisa Ugavi waliohibitishwa
(Approved Supplies Officer) APs
- (c) Maafisa Ugavi waliohibitishwa kwa muda
(Provisional Approved Supplies Officer) PAPs

Ofisi ya Msajili
Bodi ya Taifa ya Usimamizi wa Vifaa
S. L. P. 5993
Dar es Salaam.

C. P. TESHA,
Msajili

(i) MAAFISA UGAVI WALIOIDHINISHWA

Na. AU 00363
Jina: William F. M. Masanja,
Anwani: Geita District Council,
P. O. Box 139,
Geita.
Sifa: CSP - Agosti, 1994

Na. AU 00364
Jina: Peter Kiwalaka,
Anwani: Tanesco,
P. O. Box 44,
Songea.

Sifa: CSP - July, 1995
Na. AU 00365
Jina: Marius F. Lubuva,
Anwani: Temeke Municipal Council,
P. O. Box 46343,
Dar es Salaam.

Sifa: CSP - July, 1996

Na. AU 00366
Jina: Mansour R. Hamdun,
Anwani: Helamega Investment,
P. O. Box 4101,
Dar es Salaam.

Sifa: CSP - Februari, 1995

Na. AU 00367
Jina: Ally H. Songoro,
Anwani: P. O. Box 40798,
D. T. Dobie & Co. (T) Ltd.,
Dar es Salaam.

Sifa: CSP - Agosti, 1994

Na. AU 00368
Jina: Mzee H. Boma,
Anwani: T.I.A.,
P. O. Box 9522,
Dar es Salaam.

Sifa: Gr. CIPS - May, 1982
IMM - Desemba, 1986
CSP - Novemba, 1987

(ii) MAAFISA UGAVI WALIOHIBITISHWA

Na. AP 00770
Jina: Richard N. Urrio,
Anwani: Tanzania Portland Cement Co. Ltd.,
P. O. Box 1950,
Dar es Salaam.

Sifa: ADMM - Novemba, 1996

Na. AP 00771
Jina: John I. Masinde,
Anwani: P. O. Box 11705,
Dar es Salaam.

Sifa: ADMM - Desemba, 1995

Na. AP 00772
Jina: Emmanuel C. Kisanko,
Anwani: Tanesco,
P. O. Box 57,
Arusha.

Sifa: ADMM - Desemba, 1995

Na. AP 00773

Jina: Nyabuyenze Kirondera,
Anwani: P. O. Box 77915,
Dar es Salaam.

Sifa: ADMM - Desemba, 1995

Na. AP 00774

Jina: Eusebio E. Kikoti,
Anwani: Tanesco,
P. O. Box 57,
Lindi.

Sifa: ADMM - Novemba, 1994

Na. AP 00775

Jina: Bundara M. Musiba,
Anwani: P. O. Box 2228,
Dar es Salaam.

Sifa: ADMM - Aug. 2000

Na. AP 00776

Jina: Gastory A. Lugali,
Anwani: Government Stores,
P. O. Box 9150,
Dar es Salaam.

Sifa: CSP - Aug. 2001

Na. AP 00777

Jina: Sophia H.N. Swai,
Anwani: UDSM,
P. O. Box 35091,
Dar es Salaam.

Sifa: ADBA - (MM) Dec. 1982

Na. AP 00778

Jina: Daud J. Katungulentomo,
Anwani: Tanesco,
P. O. Box 77,
Mlimba.

Sifa: ADMM - Nov. 1997

Na. AP 00779

Jina: Alosius K. Sanane,
Anwani: Tanesco,
P. O. Box 44,
Songea.

Sifa: ADMM - Novemba, 1993

Na. AP 00780

Jina: Erasmi M. Tengia,
Anwani: TRA,
P. O. Box 112,
Shinyanga.

Sifa: ADMM - Novemba, 1994

Na. AP 00781

Jina: Ernest Rubirya,
Anwani: P. O. Box 7724,
Mwanza.

Sifa: ADMM - Novemba, 1999

Na. AP 00782

Jina: Khalid U. Rubama,
Anwani: T.H.A.,
P. O. Box 9410,
Dar es Salaam.

Sifa: NMMD - May, 1993

Na. AP 00783

Jina: Revocatus K.K. Bayona,
Anwani: T.I.A.,
P. O. Box 9522,
Dar es Salaam.

Sifa: ADMM - Oct. 1992

Na. AP 00784

Jina: Samwel M. Nindi,
Anwani: T.D.L.,
P. O. Box 9412,
Dar es Salaam.

Sifa: NMMD - Novemba, 1989

Na. AP 00785

Jina: Ellieshi P. Nyiti,
Anwani: P. O. Box 14641,
Dar es Salaam.

Sifa: NMMD - Jan. 1997

Na. AP 00786

Jina: Pendason Nyamlilo,
Anwani: Brooke Bond (T) Ltd.,
P. O. Box 40,
Mufindi.

Sifa: CSP - Aug. 2001

Na. AP 00787

Jina: Theresia N. Nsanzugwako,
Anwani: Audit Control & Expertise,
P. O. Box 77101,
Dar es Salaam.

Sifa: CSP - Aug. 2001

Na. AP 00788

Jina: Julie J. Mtambo
Anwani: P. O. Box 15459,
Dar es Salaam.

Sifa: CSP - July. 2002

Na. AP 00789

Jina: Bakari M. Bakari,

Anwani: Hortline Investment,
P. O. Box 33266,
Dar es Salaam.

Sifa: CSP - July. 2002

Na. AP 00790

Jina: Abbas B.N.M. Badiri,

Anwani: Kigoma Regional Hospital,
P. O. Box 16,
Kigoma.

Sifa: ADMM - Dec. 1991

(ii) MAAFISA UGAVI WALIOTHIBITISHWA KWA MUDA

Na. PAP 00311

Jina: Mwajuma Mohamed.

Anwani: P. O. Box 45463,
Dar es Salaam.

Sifa: CSP - July. 2002

Na. PAP 00312

Jina: Veronica Bartholomew,

Anwani: P. O. Box 71475,
Dar es Salaam.

Sifa: ADMM - Nov. 2001

TAARIFA YA KAWAIDA NA. 159

MKATABA WA HIARI
NA. 11 WA MWAKA 2002
Baina ya
RAAWU - Dar es Salaam
na
CHUO KIKUU MZUMBE - Morogoro

12/2/2002

Coram: C. E. R. William - D/C
Ass: Mr. S. Baweni, CHODAWU - Yupo
RAAWU Branch: Mr. Charles Semango- M/kiti - Yupo
Mr. Amri Kamunte - Katibu - Yupo
Menejiment: Mr. Didace M. Baasha, A/Utumishi - Yupo
c.c. A. Ngozi.

TUZO

William - D/C

Hayo ni maombi ya kusajili mkataba wa hiari baina ya Chama cha Wafanyakazi wa Taasisi za Elimu ya Juu, Sayansi, Teknolojia, Habari na Utafiti (RAAWU) kwa upande mmoja na menejiment Chuo Kikuu Mzumbe kwa upande mwingine. Mkataba huu wa hiari unahusu hali bora ya wafanyakazi.

RAAWU (Tawi) limewasilishwa na Mwenyekiti wake sehemu ya kazi Bw. Charles Semango na Bw. Amri Kamunte Katibu Tawi na kwa upande wa menejiment imewasilishwa na Afisa Utumishi Bw. Didace Baasha.

Baada ya kupitia na kusoma mkataba huu kifungu kwa kifungu na kufanya masahihisho pale palipotakiwa, mahakama imeona hakuna shaka kuwa umekidhi matakwa ya sheria. Kwa hali hiyo unafaa kusajiliwa na kuwa TUZO ya Mahakama ya Kazi na unakuwa na nguvu ya kisheria mara moja.

Tuzo hii imetolewa nami leo hii tarehe 12 Agosti 2002 mbele ya wahusika wote.

C. E. R. WILLIAM,
Naibu Mwenyekiti,
12/8/2002

1.0 Utangulizi

1.1 Sisi Chama cha Wafanyakazi wa Taasisi ya Elimu ya Juu, Sayansi, Teknolojia, Habari na Utafiti [RAAWU] tujulikanao kama Umoja wa Wafanyakazi na CHUO KIKUU MZUMBE ambacho kimeanzishwa kwa Sheria Na. 21 ya 2001 (kifungu cha 4(1) inayofuta Sheria ya Chuo cha Uongozi wa Maendeleo Mzumbe, Sheria Na. 15 ya 1972 (kifungu cha 68)) kijulikanacho hapa kama Mwajiri, kwa hiari yetu na katika hali ya maelewano tumefikia makubaliano katika masuala mbalimbali katika kumbukumbu hii, ambayo yanaweka hali bora zaidi za kazi zikiwemo nyongeza za mishahara katika kila ngazi au vikundi vya wafanyakazi walioajiriwa na Chuo hiki kulingana na mabadiliko ya Sheria za Kazi maelekezo ya Serikali.

2.0 Utambuzi na Ufafanuzi

2.1 (a) Chama cha Wafanyakazi wa Taasisi za Elimu ya Juu, Sayansi Teknolojia, Habari na Utafiti [RAAWU] kinatambua CHUO KIKUU MZUMBE kwamba ndiye Mwajiri pekee ambaye anaajiri wafanyakazi ambao pia ni wanachama wake.

(b) Kadhalika CHUO KIKUU MZUMBE kinatambua kwamba Chama cha Wafanyakazi wa Taasisi za Elimu ya Juu, Sayansi na Teknolojia, Habari na Utafiti [RAAWU] ndicho chombo cha Wafanyakazi kinachotetea maslahi yao.

2.2 Kwa ujumla kila chombo kinatambua kuwepo kwa chombo kingine kisheria na ushirikiano baina yao.

2.3 Katika mkataba huu isipokuwa kama itatamkwa vinginevyo, maneno yaliyotumika yatakuwa na maana zifuatazo:-

Bora - Mfanyakazi anayeteteleza wajibu wake kwa kujituma, na ni mbunifu katika utekelezaji wa majukumu yake ya kazini.

- Hodari - Mfanyakazi anayetimiza wajibu wake kutokana na maagizo ya mwajiri.
- Wadhifa - Makamu Mkuu wa Chuo, Katibu wa Baraza au mtu yeyote aliteuliwa na Makamu Mkuu wa Chuo.
- Sheria husika- Sheria ya Mahakama ya Kazi [Industrial Court Act] ya mwaka 1967 [kama ilivyofanyiwa marekebisho] na Sheria ya Usalama Kazini Sura Na. 366 ya mwaka 1964.

3.0 Wahusika

- 3.1 Mkataba huu utawahusu wafanyakazi wote waliorithiwa kutoka kilichokuwa Chuo cha Uongozi wa Maendeleo, Mzumbe kwa mujibu wa Kifungu cha 67 cha Sheria Na. 21 ya mwaka 2001 kama ilivyofafanuliwa kwenye "Third Schedule," Kifungu cha 4(1), na watakoajiriwa na Chuo Kikuu Mzumbe kwa masharti ya kudumu.

4.0 Muda wa Kudumu na Tarehe ya Kuanza Mkataba

- 4.1 Pande zote mbili zimekubaliana kwamba mkataba huu uanze kutumika kuanzia tarehe 25 Juni, 2002 na kudumu kwa muda wa mwaka mmoja. Upande wowote utakaokusudia kufuta kifungu chochote au kuongeza, kufanya marekebisho yoyote katika mkataba huu unaweza kufanya hivyo kwa kumpa taarifa ya mwezi mmoja upande wa pili kuelezea sababu za makusudio hayo.
- 4.2 Bila kuathiri kifungu Na. 4.1 hapo juu, endapo Mkataba huu utahitajika kufanyiwa marekebisho, Uongozi wa Chuo na RAAWU watakaa na kufanya maamuzi yanayostahili juu ya mabadiliko yanayotakiwa kwa kuzingatia mabadiliko ya Sheria na maelekezo ya Serikali.

5.0 Ajira

- 5.1 Wafanyakazi wa kudumu wa Chuo hiki wataajiriwa kwa mshahara wa mwezi katika masharti ya kudumu baada ya kupitia utaratibu ufuatao:-

(a) Majaribio

Wafanyakazi wote watakuwa katika majaribio ya miezi 12 kabla ya kuajiriwa katika masharti ya kudumu katika ajira/taaluma zinazohusika.

(b) Kuthibitishwa

Baada ya kumaliza vyema muda wa majaribio mfanyakazi atapata barua ya kuthibitishwa katika ajira yake kulingana na Kanuni na Sheria za Kazi zilizopo.

- 5.2 Ajira ya vibarua itaendelea kuwepo tu kwa zile kazi ambazo hazidumu kwa zaidi ya miezi mitatu au kwa kazi za matukio (dharura).

6.0 Kuacha, Kuachishwa au Kufukuzwa Kazi

- 6.1 Kunakuwepo sababu yoyote ya kimsingi ya kumwachisha au kumfukuza kazi mfanyakazi, taarifa itatolewa katika utaratibu uliowekwa na Sheria zinazohusika.
- 6.2 Mwajiri au Mwajiriwa anaweza kukatisha mkataba wa ajira kwa kutoa taarifa ya miezi mitatu au mshahara ghafi wa mwezi mmoja badala ya taarifa.

7.0 Upunguzaji wa Wafanyakazi

- 7.1 Pande zote mbili zinakubaliana kujizatiti katika kulinda nafasi za kazi zilizopo na kufanya kila juhudi kuzuia uwezekano wa kupunguza wafanyakazi ambao tayari wana nafasi zao katika ajira.

- 7.2 Upunguzaji wa wafanyakazi utafanyika tu baada ya Uongozi wa Chuo kushauriana na viongozi wa Tawi wa Chama kinachohusika na kutoa taarifa kwa ngazi ya Kanda ya RAAWU baada ya kufikiria njia mbalimbali za kukabiliana na hali hiyo ikiwa ni pamoja na kuwahamisha wafanyakazi kutoka Kitivo, Taasisi, Kurugenzi, Idara, Kitengo kimoja kwenda kingine mpaka hapo hali itakapokuwa nzuri au kama lazima kwa kuwapunguza kwa awamu.

- 7.3 Endapo njia zote zitashindikana [7.2] kwa kadri ya uzito wake utaratibu wa "FILO" [yaani wenye umri mdogo kazini ndio watakoafikiwa kwanza] utafuatwa katika kupunguza wafanyakazi. Pamoja na zoezi hili masuala muhimu yafuatayo yatatakiwa yatazamwe kwanza:-

- muda kazini,
- Umri,
- Uwezo wake, ujuzi, ufanisi na uzoefu,
- Wale wote wanaopunguzwa kazi wawe wa kwanza kurejeshwa kazini hali inaporuhusu ajira kufanyika.

8.0 Saa za Kazi

- 8.1 Chuo kitakuwa na siku tano (5) za kazi kwa juma la kazi lenye jumla ya masaa ya kazi 40 tu yaani masaa nane (8) kila siku kuanzia saa 1.30 hadi saa 9.30 mchana. Jumamosi na Jumapili na sikukuu zote zinazotambulika Kitaifa zitakuwa ni siku za mapumziko.

- 8.2 Saa yoyote ya ziada inayozidi masaa 8 katika juma italipwa malipo ya ziada overtime/honoraria kwa utaratibu ufuatao:-

(a) Kwa siku za kawaida

Jumatatu hadi Ijumaa saa moja ya ziada itakuwa kwa mujibu wa Taarifa ya Serikali (Namba 366 ya 1990)

(b) Kwa siku za Jumamosi, Jumapili na Sikukuu

Mfanyakazi atalipwa mara 2 ya mishahara wa saa kwa kila saa moja ya kazi ya ziada kwa mujibu wa Taarifa ya Serikali (Namba 366 ya 1990).

9.0 Vima vya Mishahara kila Kikundi na Nyongeza

9.1 Mishahara ya kila kada na nyongeza za mishahara itafuata Sera ya Tija Mapato na Bei na maagizo ya Serikali pamoja na "Staff Regulations", "Schemes of Service" za Chuo.

10.0 Kustaafu

10.1 Pande zote mbili zinakubaliana kwamba umri wa kustaafu ni miaka 60 hata hivyo mfanyakazi anaweza kuomba kustaafu akiwa na umri wa miaka 55.

10.2 Mwajiri hana budi kumlipa haki zake zote mfanyakazi anayestaafu kabla ya kuondoka. Haki hizo ni nauli ya mizigo, nauli na posho ya njiani ya mfanyakazi mume/mke na watoto wasiozidi wanne.

11.0 Tuzo kwa Watumishi Bora na Hodari

11.1 Pande zote mbili zimekubaliana kwamba katika utekelezaji wa mkataba huu Chuo kimeanzisha utaratibu wa kuwazawadia wafanyakazi wenye utumishi, bora na hodari kama ifuatavyo:-

(a) Kichuo:-

Mfanyakazi Bora/Hodari katika ngazi ya Chuo atutuzwa kama ifuatavyo:-

(1) Bora atapata Tsh. 300,000/=

(2) Hodari atapata Tsh. 250,000/=

(b) Kitivo, Taasisi, Kurugenzi, Idara, Kitengo.

Mfanyakazi Bora na Hodari katika sehemu hizo ambaye hakuchaguliwa kuwa Mfanyakazi Bora/Hodari katika ngazi ya Chuo atutuzwa kama ifuatavyo:-

(1) Bora atapata Tsh. 50,000/=

(2) Hodari atapata Tsh. 40,000/=

Zawadi hizo zinaweza kuongezeka kutokana na mapato ya Chuo baada ya mashauriano kati ya RAAWU na Menejimenti.

11.2 Zawadi hizi zitakuwa zinatolewa katika siku ya kilele cha Sikukuu ya Wafanyakazi, Mei Mosi.

12.0 Posho ya Safari za Kikazi

12.1 Mfanyakazi ambaye anatakiwa kwa mujibu wa ajira yake au kwa kutumwa kazi maalum, kusafiri kutoka katika kituo chake cha kazi kwenda nje, atalipwa masurufu ya safari kwa mujibu wa taratibu zilizopo kulingana na viwango vitakavyotangazwa na Serikali.

13.0 Likizo

13.1 Likizo ya Mwaka

(i) Kila Mtumishi wa Umma atakuwa na haki ya kupewa likizo ya mwaka yenye malipo kwa siku ambazo zitapangwa na Serikali.

(ii) Likizo ya mwaka itakuwa ni ya malipo kamili. Mbali ya kulipwa ujira sawa na siku zake za mapumziko mfanyakazi atalipwa kiasi cha Sh. 6000/= [yaani Sh. 3000 x 2] kama posho ya safari kutoka sehemu afanyayo kazi mpaka anakohitaji kwenda kwa mapumziko. Pia malipo kwa madhumuni hayo hayo yatafanyika kwa familia yake kama ifuatavyo:- mke/mume wake Sh. 6000/= [yaani 3000/= x 2] na kila mtoto asiyezidi miaka 18 atalipwa 3000/= [Sh. 1500/= x 2] ili mradi watoto watakaolipiwa wasizidi wanne. Kiasi hiki cha malipo kitatolewa kila mwaka.

(iii) Likizo isiyochukuliwa haitafidiwa na itafutwa. Katika mazingira maalum, mwajiriwa atakubaliwa kuahirisha likizo yake kwa kiasi kisichozidi siku 10 za likizo ya mwaka mmoja kwenda mwaka mwingine. Kipengele hiki kitatekelezwa kulingana na hali halisi ya mazingira ya Chuo.

13.2 Likizo ya Uzazi

Mfanyakazi wa kike [mjamzito] atapewa likizo ya uzazi ya siku 90 yenye malipo kamili kwa kufuata Sheria Na. 1 ya 1975 au kama itakavyokuwa inarekebisha mara kwa mara.

13.3 Endapo mfanyakazi mjamzito, atapenda kuchukua likizo yake kabla ya likizo ya uzazi atafanya hivyo kulingana na Kanuni za Utumishi (Standing Orders).

14.0 Mwenendo wa Mashauri/Migogoro

14.1 Mashauri/Migogoro yoyote ya kikazi itakayotokea mahali pa kazi baina ya Mwajiri na wafanyakazi, yatafuata Sheria za Kazi na Kanuni za utatuzi wa migogoro ya kazi zilizopo wakati huo.

15.0 Ufanisi

15.1 Pande zote mbili zinakubaliana kuweka mipango ya kazi iliyo mizuri kufuatana na Waraka wa Serikali Na. 1 wa 1981 juu ya Sera ya Tija, Mapato na Bei.

16.0 Elimu kwa Wafanyakazi

16.1 Pande zote mbili zimekubaliana kwamba Mwajiri atatoa mafunzo kwa wafanyakazi wake yatakayowawezesha kupata ujuzi wa kuzifanya kazi zao kwa ufanisi kulingana na uwezo wa kifedha na Sera ya Mafunzo ya wakati huo.

16.2 Pande zote mbili zimekubaliana kwamba programu ya mafunzo kwa wafanyakazi wote itakuwa ya bayana na kwamba itakapoonekana inafaa mafunzo ya vikundi yatakapotayarishwa na Mwajiri, Taifa au vyombo vya ndani na nje ya nchi yafanyike.

16.3 Waraka wa Waziri Mkuu wa 1973 wa Elimu ya Wafanyakazi nchini utazingatiwa na kwamba Mwajiri atamteua Afisa Mafunzo/Elimu mwenye mwelekeo unaofaa kwa utekelezaji wa waraka huo.

16.4 Ili kutekeleza programu ya mafunzo kwa wafanyakazi, juhudi kazini itatiliwa mkazo ili kupata mafanikio mazuri zaidi kwa Chuo kwa kuzingatia yafuatayo:-

- (i) Uangalifu wa mali ya Chuo,
- (ii) Uhusiano mzuri kati ya wakuu wa kazi na wafanyakazi,
- (iii) Uaminifu

17.0 Burudani

17.1 Tumekubaliana kwamba ili kuleta afya bora na ukakamavu kwa wafanyakazi na kulitangaza jina la Chuo ndani na nje ya nchi, Chuo kiimarisha vikundi mbalimbali vya michezo.

18.0 Matibabu

18.1 Mfanyakazi mke au mume, watoto wao na wengine wanaowategemea kisheria watapata matibabu bure katika kituo cha Afya cha Chuo. Pia Mwajiri atatoa hati ya tiba [sick sheet] kwa mfanyakazi mgonjwa ikilazimika kutibiwa katika Hospital inayotambulika. Habari muhimu zinazohusu mahudhurio ya Hospitali, ugonjwa, matibabu na uamuzi wa daktari ni vitu ambavyo vinategemewa kuwepo katika hati ya tiba ya mgonjwa.

18.2 Upatikanaji wa dawa, na matibabu mengine yasiyoweza kupatikana Chuoni, yatagarimiwa na Mwajiri baada ya kupata kibali cha Mkuu wa Idara ya Afya.

18.3 Mfanyakazi pamoja na familia yake anayestaafu ama kupunguzwa kazi ataendelea kupata matibabu bure hapa Chuoni kwa kile kipindi ambacho anasubiri maslahi yake.

19.0 Vifo na Mazishi

19.1 Gharama za mazishi zinatolewa kwa mfanyakazi aliyefariki akiwa bado katika utumishi.

19.2 Mwajiri atatoa sanduku/ubao, sanda na shada la maua kwa kifo cha mfanyakazi au mke au mume wake na kiasi cha Sh. 100,000/=, fedha taslimu kwa gharama nyinginezo za mazishi. Baada ya makubaliano kati ya Mwajiri na wafiwa, Mwajiri atasafirisha mwili wa marehemu mfanyakazi, mke au mume wake hadi mahali pa mazishi. Tawi la RAAWU litashauriana na Mwajiri katika kutekeleza hili.

19.3 Chuo kitatoa fedha taslimu kiasi cha Sh. 50,000/= kwa mfanyakazi aliyefiwa na mtoto au mzazi anayeishi naye katika kituo cha kazi. Kama mke na mume wote ni wafanyakazi fedha hizo atapewa Mfanyakazi mmojawapo wa hao wawili.

20.0 Wanachama wa Raawu

20.1 Tumekubaliana kwamba wafanyakazi wote walio-ajiriwa na watakapo ajiriwa Chuoni hawana budi kuwa wanachama wa RAAWU kwa kulipa asilimia mbili [2%] ya mshahara inayotamkwa na sheria husika.

20.2 Pande zote mbili zimekubaliana kwamba ada ya uanachama itakuwa inakatwa kutokana na mishahara ya wafanyakazi ya kila mwezi.

21.0 Nguo za Kazi [Uniform] na Vifaa vya Kinga

21.1 Wafanyakazi wote waliomo katika fani zifuatazo wastahili kupata sare za kuhifadhi miili kikazi na vifaa vya kinga [Protective gears], kwa mwaka kama ifuatavyo:-

- Karakana
- Mafundi wa Kompyuta,
- Uchapishaji,
- Zahanati,
- Ulinzi
- Jikoni,
- Bohari
- Mabweni,
- Huduma za ofisi
- Na wahudumu wengine wote ambao hawamo kwenye orodha kufuatana na matakwa ya Sheria ya viwanda [Sura Na. 297]

22.0 Kufuta Mkataba wa Zamani:

22.1 Mkataba huu wa Hiari unafuta Mkataba wa Hiari Na. 22 wa mwaka 1995 uliosajiliwa na Mahakama ya Kazi tarehe 2 Februari, 1996.

Mkataba huu umefikiwa makubaliano na kutiliana saini zetu leo hii siku ya _____ tarehe _____, 2002.

KWA NIABA YA CHUO:

Jina: PROF. MOSES MHONWA DAUD WARIOBA

Saini:

Anwani: S. L. P. 1, Mzumbe

Wadhifa: Makamu Mkuu wa Chuo

KWA NIABA YA RAAWU [TAWU]

Jina: GEORGE ROMANUS IGULU

Saini:

Anwani: S. L. P. 1, Mzumbe

Wadhifa: Katibu wa Tawi

Jina. _____

Saini _____

KAMISHNA WA KAZI
[LABOUR COMMISSIONER]

Jina: _____

Saini _____

MSAJILI WA HAZINA
[TREASURY REGISTRAR]

Jina: _____

Saini _____

Waziri wa Kazi

Mbele ya:

Jina: _____

Saini _____

Wadhifa: _____

TAARIFA YA KAWAIDA NA. 160

MKATABA WA HIARI NA. 17 WA 2001
baina ya

COTWU (T) - DAR ES SALAAM
na

T. T. C. L. - DAR ES SALAAM.

Coram: C. E. R. William, D/C

Assessors - Mr. Mbezi, ATE - yupo

Mr. Pazi CHODAWU - yupo

For COTWU Branch - Mr. Omboli CM - yupo

COTWU HQ - Mr. Ngoda, Secretary - yupo

For Management - Mr. Kaisi, DAP - yupo

C. C. - J. Mwambona

TUZO

Haya ni maombi ya kusajili Mkataba wa Hiari baina ya Chama cha Wafanyakazi COTWU kwa upande moja na, Menejimenti ya Kampuni ya Simu Tanzania (TTCL) kwa upande mwingine.

Mkataba huu wa Hiari unahusu mahusiano mazuri katika chombo hiki cha kazi. kwa upande wa Chama cha Wafanyakazi Tawi linawakilishwa na Bw. Ombori-Mwenyekiti wa Tawi, sehemu ya kazi pamoja na Bw. Samang'ombe-Katibu Mkuu (T) na Bw. Ngodo-Katibu wa Tawi na Menejiment inawakilishwa na Bw. Kaisi - Afisa Utumishi.

Mkataba huu wa hiari kwa pande zote pamoja na marekebisho yaliyofanywa kabla ya kuuleta unakidhi matakwa ya Sheria na kwa hali hiyo unasajiliwa kama ulivyoletwa.

Usajili wa mkataba huu wa hiari unakuwa ni TUZO ya Mahakama ya Kazi na unakuwa na nguvu ya kisheria mara moja.

Tuzo hii inatolewa nami leo hii tarehe 5 mwezi Julai, 2002 mbele ya wahusika wote.

C. E. R. WILLIAM
Naibu Mwenyekiti
5/7/2002

1.0.0 Preliminary

1.1.0 Both parties, upon mutual agreement and after discussions have agreed to form and maintain partnership arrangement and good industrial relations between themselves for the benefit of the workers, the company and the nation as a whole.

1.2.0 The Company and the Union have mutually agreed to jointly discuss and consult each other for purposes of maintaining partnership and good industrial relations on the principles and arrangements as follows:—

1.2.1 "That, the objective of this Agreement is to guide both parties into discussions and consultations on terms and conditions of work, productivity, privileges, rights and duties of the Unionisable employees of the Company and to urge the importance of cooperation and good industrial relations for purposes of providing quality services."

1.2.2 That, both parties shall ensure that any industrial problem facing any individual worker any group of workers or the workers or the Company shall be dealt with/discussed jointly for purposes of reaching an amicable settlement for both parties.

1.2.3 That, any agreement entered into between the parties shall be explained explicitly and in a well understood language to the implementers, the workers and the leadership of both parties to this Agreement.

1.2.4 That, in case a provision of this Agreement conflicts with any written law in force or any Government directive or rules or regulations pertaining to the Company or the workers, the written law or Government directive shall prevail. Provided that, in such a case both parties shall meet and deliberate on the implementation of the matter at issue.

2.0.0 Interpretation

In this Agreement, unless the context otherwise requires or in any other written law in force:—

2.1.0 "Labour Officer"—Means a representative of the Labour Commissioner or the Government dealing with enforcement of labour laws and reconciliation of disputes between employers and employees;

2.2.0 "Council"—Means the Negotiating Council involving the Company on one part and the Union on the part, whereby, the parties convene and deliberate on the terms of service, employment procedures, privileges, schemes of service, salary structure of the Unionisable employees as well as rights and duties of the employer and the employee'

2.3.0 "Reconciliation Board"— means the Reconciliation Board dealing with disputes/appeals of employees/ employers as provided under the Security of

- Employment Act No. 62 of 1964 as amended from time to time;
- 2.4.0 "Board of Directors"—means the Board of Directors of TTCL;
- 2.5.0 "Trade Union"—means the Communication and Transport Workers' Union of Tanzania (COTWU (T)).
- 2.6.0 "Right"—means the entitlement of an employee or employer in accordance with his employment Agreement, terms and conditions of service, and any other written law in force;
- 2.7.0 "Department"—means any Department of or any administration section at TTCL Headquarters;
- 2.8.0 "Labour Commissioner"—means the Labour Commissioner or representative of the Government dealing with enforcement of labour laws and reconciliation and determination of industrial disputes between employees and employers;
- 2.9.0 "Company"—means the Tanzania Telecommunications Company Ltd;
- 2.10.0 "Zone"—means any TTCL Zonal Office or any Administrative area outside TTCL Headquarters, managing TTCL business affairs;
- 2.11.0 "General Secretary"—means the General Secretary of the Union or the Chief Executive of the Union or a duly authorised officer appointed to represent the Chief Executive or act on his behalf.
- 2.12.0 "District/Regional/Zonal Secretary"—means District or Regional or Zonal Secretary of the Union respectively or a representative of the General Secretary in an area known as District or Region or Zone;
- 2.13.0 "Industrial Court"—means the Industrial Court of Tanzania established under the Industrial Court of Tanzania Act No. 41 of 1967 as amended by Act No. 2 of 1993.
- 2.14.0 "Employment and Disciplinary Authority"—means the TTCL Board of Directors or the Management with delegated powers to employ and discipline on behalf of the Board;
- 2.15.0 "Terms and Conditions of Service"—means the terms and conditions of service of TTCL unionisable employees.
- 2.16.0 "Privileges"—means any remuneration or payment made to an employee as an incentive in his employment;
- 2.17.0 "Management"—means the Chief Executive of TTCL or any duly authorised officer appointed to represent the Chief Executive or act on his behalf;
- 2.18.0 "Unionisable employee"—means a permanent employee or any other employee outside the Management group as agreed between the two parties.
- 2.19.0 "Industrial dispute"—means a non-reconciliation situation over a issue/matter concerning an individual employee or a group of employees or all employees of the Company.
- 2.20.0 "Strike"—means the cessation of work or an interruption of work or performance of work on a go-slow basis by employees as a means of compelling an employer or any person or body of persons employed to accept or not to accept terms or conditions of or affecting employment;
- 2.21.0 "Head of Department"—means the Chief Operating Officer of a Division or Director or his representative of an independent department of TTCL;
- 2.22.0 "Area Business Manager"—means a TTCL Manager responsible for commercial activities in a specified area.
- 2.23.0 "Area Network Manager"—means a TTCL Manager responsible for management and operations of the network in a specific area.
- 2.24.0 "Chief Executive Officer"—means a TTCL Chief Executive Officer appointed by the Board of Directors to oversee the management of TTCL business affairs;
- 2.25.0 "Salary"—means a wage or payment made to the employee in accordance with the Service/Employment Agreement;
- 2.26.0 "Member"—means an employee of the Company who on his own will has decided to join the Trade Union.
- 2.27.0 "Security of Employment, Act"—means the Security of Employment Act No. 62 of 1964 as amended from time to time;
- 2.28.0 "Labour Laws"—means all labour laws in the United Republic;
- 2.29.0 "Government"—means the Government of the United Republic or the Revolutionary Government of Zanzibar.
- 2.30.0 "Minister of Labour"—means the Minister responsible for labour matters in the Government of the United Republic or the Revolutionary Government of Zanzibar;
- 2.31.0 "Principal Ministry"—means a Ministry in the Government of the United Republic or the Revolution Government of Zanzibar; responsible for Communication and Transport affairs.
- 3.0.0 *Recognition*
- In respect of the aforementioned matters provided in the Preliminary part of this Agreement:—
- 3.1.0 The Company
- 3.1.1 Recognises and understands that the Trade Union (COTWU (T) is the only representative of the Unionisable employees in the Company on matters regarding employment terms and conditions which shall include Schemes of Service, Salary Structure, Fringe benefit, HR policies and Regulations.
- 3.1.2 *Recognises and Understands* that, the Trade Union Field Branch leaders are legal representatives of the Union at the place of work and that, they shall perform their duties in accordance with the provisions of the Security of Employment Act No. 62 of 1964.

3.1.3 Shall permit the Union Field Branch leaders to attend meetings, Seminars or any other course relating to the Union without unreasonable interruption to performing the roles and responsibilities attached to their positions held in TTCL and without losing any right or privileges in their services as stipulated in the Security of Employment Act 1964.

3.1.4 Shall provide office and furniture to the Field Branch for use by the Union as stipulated in the Security of Employment, Act 1964.

3.1.5 Unless it is so agreed upon by the individual, the Chairman or Secretary of the Field Branch of the Union shall not be transferred to another work station without first there being consultations and agreement between the Management concerned and the office of the General Secretary. For other members of the Field Branch there has to be consultations between Union Branch leaders and the relevant Manager.

3.1.6 Shall deduct membership fee and contributions from the salary of such members at a rate to be fixed by the Union and shall submit such fees and contributions to the Union;

3.2.0 Trade Union

3.2.1 Recognises and understands that, the Company is the lawful employer of all employees including those who are Unionisable and THAT the company has the right to manage its affairs in accordance with the provisions of the law that establishes it.

3.2.2 Shall make available to the Company, names of all Union leaders as representatives in the Company and any change of leadership from time to time;

3.2.3 Recognises that, in the event the Union leader has to perform some duties pertaining to the Union during hours of work, prior permission has to be sought from the head of department by that person.

3.3.0 Both Parties

3.3.1 Recognise and Accept that both the employer and employee have an obligation to ensure they provide high quality services and increase productivity in meeting the set targets as agreed between themselves for the benefit of the parties and the nation as a whole;

3.3.2 Recognises that, both parties are duty bound to ensure that while discharging their duties they provide good quality services as well as complying with all laws of the Land, HR policies and regulations, job descriptions, work instruction manuals and voluntary agreement in force.

4.0.0 Representation Arrangements

4.1.0 Council-In consideration of the organizational structure of the Council as shown in Annex "A" to this Agreement together with the organisational structure of the Company as shown in Annex "B" and as may be changed from time to time, representation and communication for purposes of settling industrial disputes between the Company and the Union shall be as stipulated under articles 4.2.1 and 4.2.2.

4.2.0 Industrial Complaints Settlement

4.2.1 Employee(s) Disciplinary Complaint

(a) Employee(s) falling under the provisions of the Security of Employment Act No. 62 of 1964.

All employees except employees in Zanzibar and Pemba shall be dealt with by both parties in accordance with the provisions of this Law.

(b) Employee(s) falling under the provisions of the Industrial Court Act No. 41 of 1967

All employees who are not subjected to the provisions of the Security of Employment Act 1964 shall be dealt with by both parties in accordance with the provisions of the Industrial Court Act of Tanzania.

4.2.2 Non-Disciplinary Complaints

(a) Individual complaints or industrial dispute;

(i) An employee with a complaint may complain orally or in writing to his supervisor and where necessary upon request of such employee, a Union representative shall be present during the presentation of his oral complaint. The Supervisor shall give his decision five days from the date of the presentation of the complaint or show steps intended to be taken;

(ii) If the employee is aggrieved by the decision made by the Supervisor, he shall appeal to the head of the section or area of work and such head is obliged to make a decision on the matter within ten days;

(iii) If the employee is aggrieved by the decision of the controlling officer he shall appeal to the Regional Business Manager/Supervisor Maintenance Centre, Area Business Manager/Area Network Manager, Director and the Chief Operating Officer of the Department.

(iv) If the employee is aggrieved by the decision made by the Chief Operating Officer, Director, he shall appeal to the Chief Executive through the Director of Employee and Organisation Services and the Chief Executive shall give his determination within thirty (30) days. Internally there shall be no appeal against the decision beyond the Chief Executive Officer.

(v) In the event that the internal administrative appeal structure fails or is not used by an employee at all or is used up to some stage, the employee may forward the complaint to the Union (starting with the Executive Committee of the Field Branch);

(vi) The Union shall defend its members following the proper procedures as covered by the Labour Laws taking into account the organizational structure of the company and also the best and quickest ways of settling the dispute between the member and the Management/Company, especially where the complaint pertains to a loss of employment in whatever manner.

- (b) Complaints or industrial dispute by more than one employee

Complaints of this nature relate to employees at a certain section or department of the Company, or all employees if there is change of terms and conditions of service/employment, their welfare or any other matter that is disagreed by employees of the Company. In such situation representations or communication between the Company and the Union shall be as follows:-

- (i) At the place of work, the Union Branch shall discuss with the leader of that section and if there is no settlement the matter shall be referred to the respective Manager, as indicated under 4.2.2 (iii) and the information shall be forwarded to the Zonal Secretary of the Union.
- (ii) In the event the Manager or Director in consultations with the Zonal Secretary of the Union, find it difficult to handle the matter referred, the concerned office shall forward it to the Chief Operating Officer for decision.
- (iii) If complaints are made against a higher office than the Head of a section on any changes made as stipulated under 4.2.2 (b), communication shall commence at the Union Headquarters upon receipt of the complaint by the Union, if the matter being complained at has been effected by the Company Headquarters.

5.0.0 *Disciplinary Action, Proceedings and Criminal Offences*

- (a) Disciplinary action

The Company is justified and obliged to take disciplinary action against any employee who contravenes the disciplinary code, laws, and the Terms and Conditions of Service which include HR Policies and Regulations and code of Conduct.

- (b) Taking disciplinary action

In taking disciplinary action against an employee, the Management shall abide by the provisions of the labour laws and the Company's HR policies and Regulations. To this effect, the management shall clearly show offences done and relevant provisions contravened in charging and disciplining the employee.

- (c) Criminal offences

Where any employee commits a disciplinary offence which is also a criminal offence and the Company wishes to take disciplinary action against him/her it has to act accordingly and comply with the provisions of the relevant laws including reporting him/her to the relevant Government organs responsible for crime(s) handling.

6.0.0 *TTCL appeal organs*

- 6.1.0 The TTCL appeal organs shall be all those organs having the power to employ and discipline staff as shown in annexure "C" in this Agreement.

- 6.2.0 Unionisable employees having complaints against any disciplinary action taken by their employer through relevant disciplinary bodies shall appeal to such higher

disciplinary bodies and that, they shall in so doing report to the nearest available higher disciplinary body.

7.0.0 *Termination*

- 7.1.0 Notwithstanding the circumstances described under 4.2.2 (a) both Parties recognize that every person has the right to work in the United Republic of Tanzania and earn his livelihood for the benefit of his family and the Nation as a whole;

- 7.2.0 Subject to the provisions of 7.1.0, it is agreed by both parties that there won't be termination of employment without good cause and that, the following shall be insufficient reasons for terminating an employee's services.

- 7.2.1 Participation in affairs of the Union.

- 7.2.2 Being a Union member or leader or contesting for leadership in the Union;

- 7.3.2 To complain or give evidence without any ill-motive on matters affecting the Company or an employee who contravenes the law, national security or causing loss on Company property, provided that person is not contravening any law in force;

8.0.0 *Change of right or privileges or conditions*

- 8.1.0 Both parties are obliged to protect the rights or privileges and the conditions of employment/service in place for Unionisable employees and either party may bring forth any matter in dispute for negotiations and determination;

- 8.2.0 Subject to the preceding provisions of 8.1.0 neither party shall change a right or privilege or conditions or service/employment without negotiations/consultations and agreement by both parties.

9.0.0 *Agreement, Records and Record Keeping*

- 9.1.0 Agreement — Any collective decision made by both the Company and Employees/Union after negotiations shall be deemed to be "AN AGREEMENT" and the meaning of an agreement shall also extend to include a "DISAGREEMENT" where there is an "agreement to disagree".

- 9.2.0 Records — The negotiations done by parties in their meetings shall be recorded during such meetings and such record shall be two types as follows:—

- 9.3.0 Minutes of meetings shall be in brief and used as reference and shall be confirmed by the Council and signed by the Chairman and Secretary of the Council;

- 9.4.0 Resolutions of meetings shall be in brief and be used as reference and shall be signed by the Chairman of the Council and the Spokesmen of both parties;

- 9.5.0 Record keeping — Every member has a duty to keep proper records of the minutes and resolutions of meetings, notwithstanding that the Secretary of the Council is the one responsible for keeping and maintaining proper record of the same;

10.0.0 *Confirmation of some of the Agreements*

- 10.1.0 Any agreement reached in a joint negotiating

meeting shall be obliging and executed by concerned party from the agreed effective date, unless the executing party states otherwise during negotiations and such state of things shall be expressly stated and agreed by the meeting.

10.2.0 If approval by the highest Authority of either party (Chief Executive Officer on the part of the Company) and (General Secretary on the part of the Union) is required on any agreement by the parties, its execution shall be done after such approval provided that the said authority has not made alterations, otherwise the relevant party of the two sides shall refer the matter to the Council meeting for further consultations and agreement;

10.3.0 Approval by the relevant body of an agreement reached should be prompt so as to avoid delay in the commencement of any agreement. Further, as provided under 10.2.0 the relevant bodies with powers to approve agreements of both parties is the Chief Executive Officer on behalf of the Company and the General Secretary on behalf of the Union.

11.0.0 Annexures as Part of Agreement

All annexures to this Agreement shall be deemed to be part of this Agreement.

12.0.0 Amendments to the Agreement

12.1.0 Neither party has the power or authority to amend any provisions in this Agreement;

12.2.0 Notwithstanding the preceding provision (12.1.0), any paragraphs(s) in this Agreement may be amended through agreement by both parties;

12.3.0 Either party intending to amend any provision in this Agreement is obliged to give a 30 days notice to the other party on such intention;

13.0.0 Dispute Resolution

13.1.0 Where both parties cannot reach an amicable to a dispute, that dispute shall be dealt with in the following manner:-

13.2.0 Either party aggrieved in a dispute may refer the matter to the Labour Commissioner in accordance with provisions of the Industrial Court of Tanzania Act, 1967;

13.3.0 It shall be referred to a labour officer to be dealt with the Conciliation Board under the Security of Employment Act, 1964 in cases where the disciplinary action taken against an employee has been done in accordance with the provisions of that law;

13.4.0 Any complaint or problem not falling under the Security of Employment Act, 1964, shall be dealt with initially by the Union Field Branch and the relevant management to reach a settlement. If the matter is not solved the complaint or problem shall be dealt with under the provisions of the Industrial Court of Tanzania Act No. 41 of 1967.

13.5.0 Neither party shall report an industrial dispute without

giving the other party a notice to that effect;

14.0.0 Nullification of Agreement

14.1.0 This Agreement shall be nullified if the Union or Company is dissolved or wound up;

14.2.0 Either party which is desirous to have this agreement annualled shall give a notice of a minimum of four months (4) to the other party of such intention;

15.0.0 AGREEMENT PERIOD

This Agreement commences on and shall be in operation unless amended in the manner so provided under paragraphs 8.2.0, 10.1.0 and 10.2.0 or is annualled in the manner so provided under articles 12.2.0 and 12.3.0;

In witness hereof, the parties have signed and executed this Agreement this

.....
CHARLES M. SAMMANG'OMBE
General Secretary COTWU (T)

.....
NIGEL WILLIAMS
Chief Operating Officer
Corporate Services (TTCL)

.....
PHILIP OMBORI
Chairman-Extelecomms
Field Branch-COTWU (T)

.....
EDWARD MALLANGO
Director Employee and
Organisation Services (TTCL)

.....
KHALIDI NGODA
Secretary - DSM Central
Field Branch-COTWU (T)

CONSTITUTION OF THE COUNCIL

1.1.0 Name: There is established a Council known as the TTCL Central Joint Industrial Council or C. J. I. C in its acronym and its members shall be constituted from the Company and the Union as shown under article 1.2.0

1.2.0 Membership:

1.2.1 One Member (1) from the the Union Headquarters who shall normally be the Chief Executive of the Union or his representative and who shall be the Spokesman on behalf of the employees' Side of the Council.

1.2.2 Fourteen (14) other members from the Union in the Company, who shall be nominated by the Union through a procedure that the Union deems fit.

1.2.3 One (1) member from the Company headquarters, who shall be nominated by the Company and shall be the Spokesman of the Management's Side of the Council.

1.2.4 Six (6) other members from the Company who shall be nominated by the Chief Executive/ Company from the Department/Zone as the Company deems fit.

1.2.5 The Chairman of the Council shall not be an employee of either the Company or the Union

and the name for Chairmanship shall be proposed by the council itself to the Board of Directors for appointment. To avoid Council meetings convening with no Chairman at times, there shall be a Vice - Chairman who shall be nominated and appointed in the same manner used for the Chairman.

1.2.6 Tenure of office of the Chairman and Vice Chairman shall be two (2) and that this shall be eligible for a further term of two (2) years. The Chairman and the Vice Chairman may resign after giving a one months' written notice letter sent to the Secretary of the Council. The Council may propose the resignation of the Chairman or Vice Chairman by giving a one months' notice of such desire to the Board of Directors if their performances are not satisfactory.

1.2.7 The Council shall have a Secretary who will be nominated by the Chief Executive and approved by the Council. The Union side shall also have a Council's Secretary on minutes writing, recording of agreements and preparing meetings. These Secretaries shall not be members of the Council.

1.3.0 *Attendance at the Council's Meeting by the Vice Chairman*

To enable to the Vice Chairman be conversant with all the Council's proceedings, the two sides agree that the Vice-Chairman shall attend all Council meetings. To this effect both the Chairman and Vice-Chairman will be obliged to attend all Council meetings.

2.0.0 *Objects of the Council*

The objective of the Council is to maintain and sustain cooperation and collaboration between the Company and the Union and among the employees through negotiations on the basis of this agreement.

3.0.0 *Functions of the Council:*

3.1.0 To Negotiate and or consult on all issues relating to employment, rights, benefits, property connected to work, for the Unionisable employees and Industrial Relations in the Company.

3.2.0 To negotiate on Schemes of Service, Salary structure, terms and Conditions of Service and HR policies and Regulations in the Company for the Unionisable employees.

3.3.0 Advise the Company on provision of training and on education in general. However, the Council shall not in any way have a say in respect of these areas.

3.4.0 To find solutions to employees' problems and complaints which need the attention of the Council.

3.5.0 To establish committees to undertake special tasks of crucial importance to the Council.

3.6.0 To establish a working timetable for the Council and to review the agreement and the constitution.

4.0.0 *Procedure of the Council:*

4.1.0 The Council shall ordinarily meet at least twice in a year but may meet at any other time when there is an extraordinary or emergence matter upon mutual agreement by both parties and with the Chairman's consent. The Council's meetings will be held in rotation in the regions or TTCL Zones.

4.2.0 All matters to be discussed by the Council in its ordinary meetings shall be forwarded to the Secretary of the Council within 21 days before the meeting day. Any other matters shall be discussed only under "Any other Business" after the consent of the Chairman and consideration of both parties.

4.3.0 The Council shall have the power to establish committees that will deal with specified matters and the Vice-Chairman shall preside over such meetings. In establishing such committees both parties shall elect their representatives in equal number and the elected members will be confirmed by the Council.

4.4.0 The Secretary shall record all agreements reached by the Council and its Committees and these shall be read out before the Council and signed by the Spokesmen of each side and the Chairman of the Council.

4.5.0 The signed agreements reached shall be forwarded to the Chief Executive of the Company and the General Secretary of the Union for appropriate action.

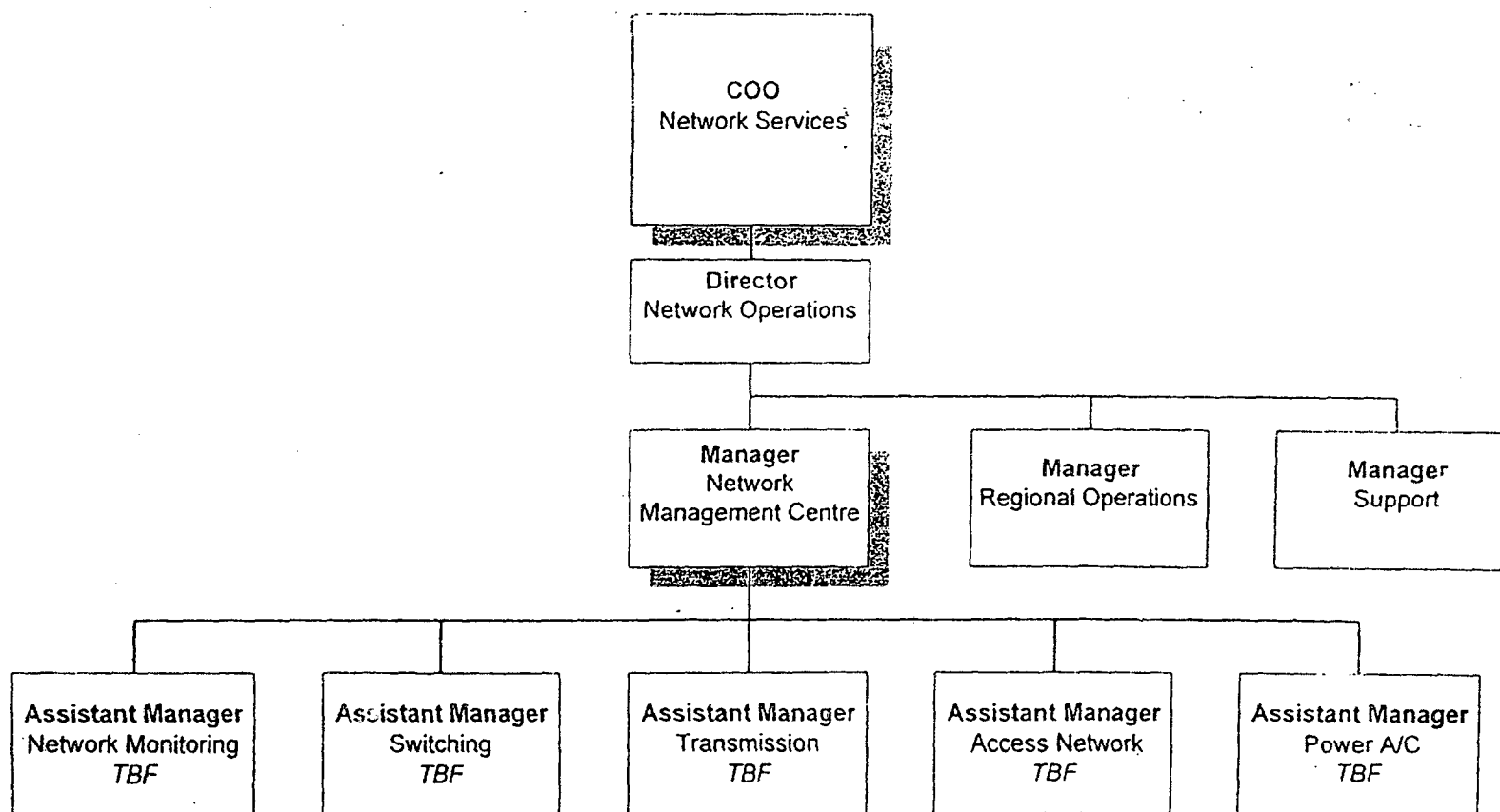
4.6.0 Minutes of the Council's meetings shall be recorded by the Secretary and its copies sent to the Chief Executive, the General Secretary and all Council members within 21 days from the date of the meeting.

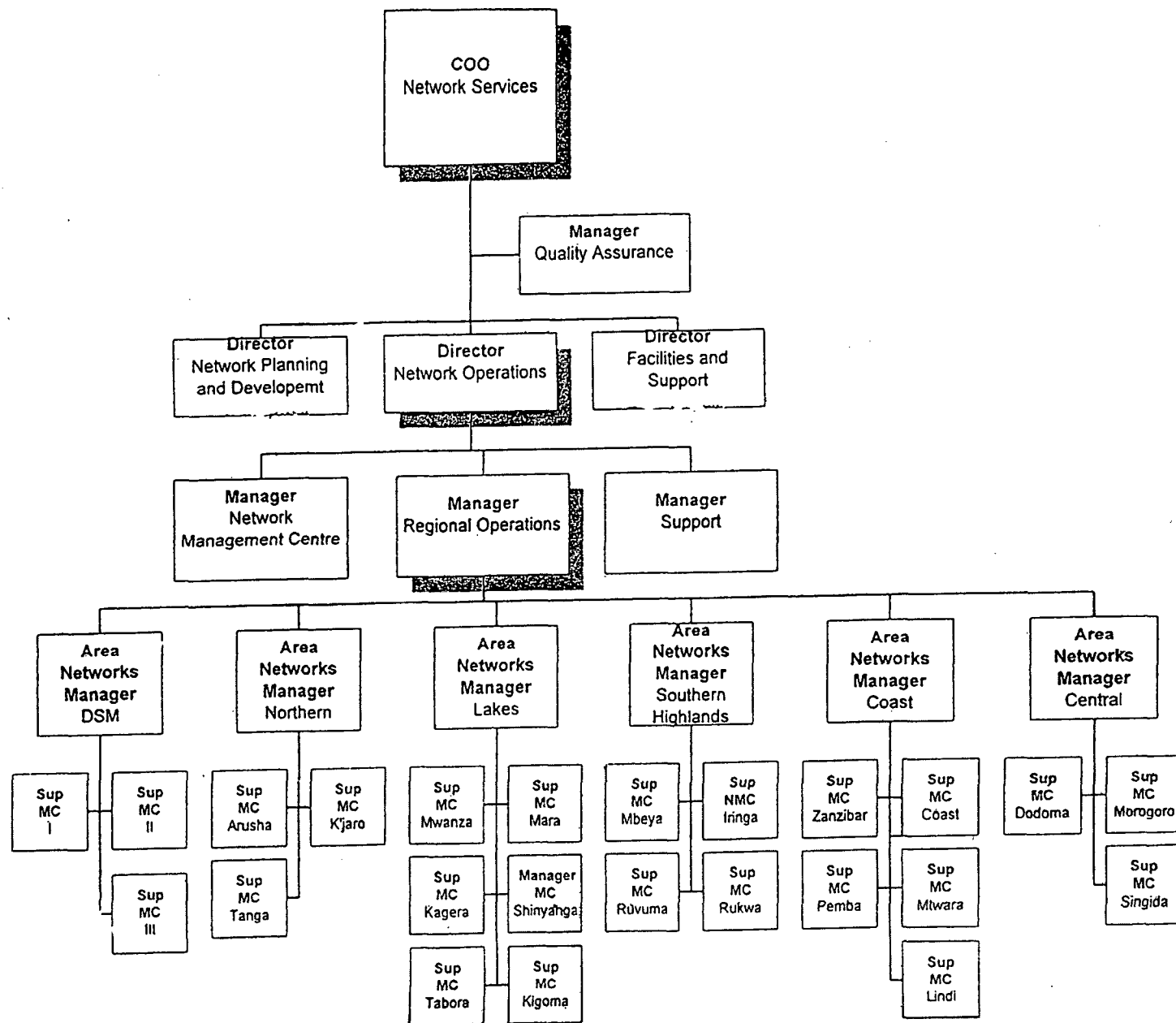
4.7.0 The Council or its Committees with the consent of the Chairman, have the right to call witnesses to give evidence on any hearing.

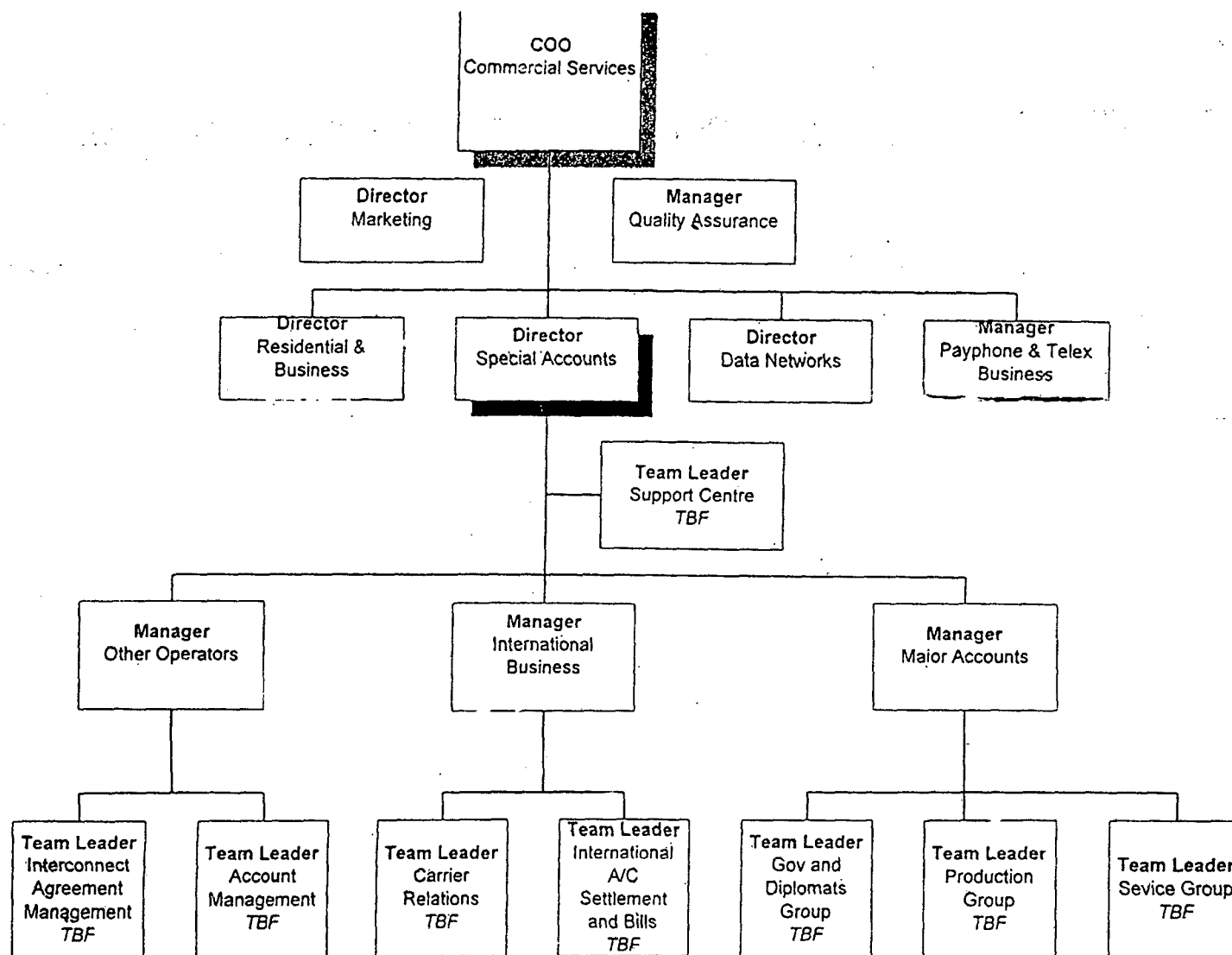
4.8.0 All expenses for Council members during the meetings of the Council and its Committees and for the Chairman or Vice Chairman shall be borne by the Company, except for the member from the Union Headquarters.

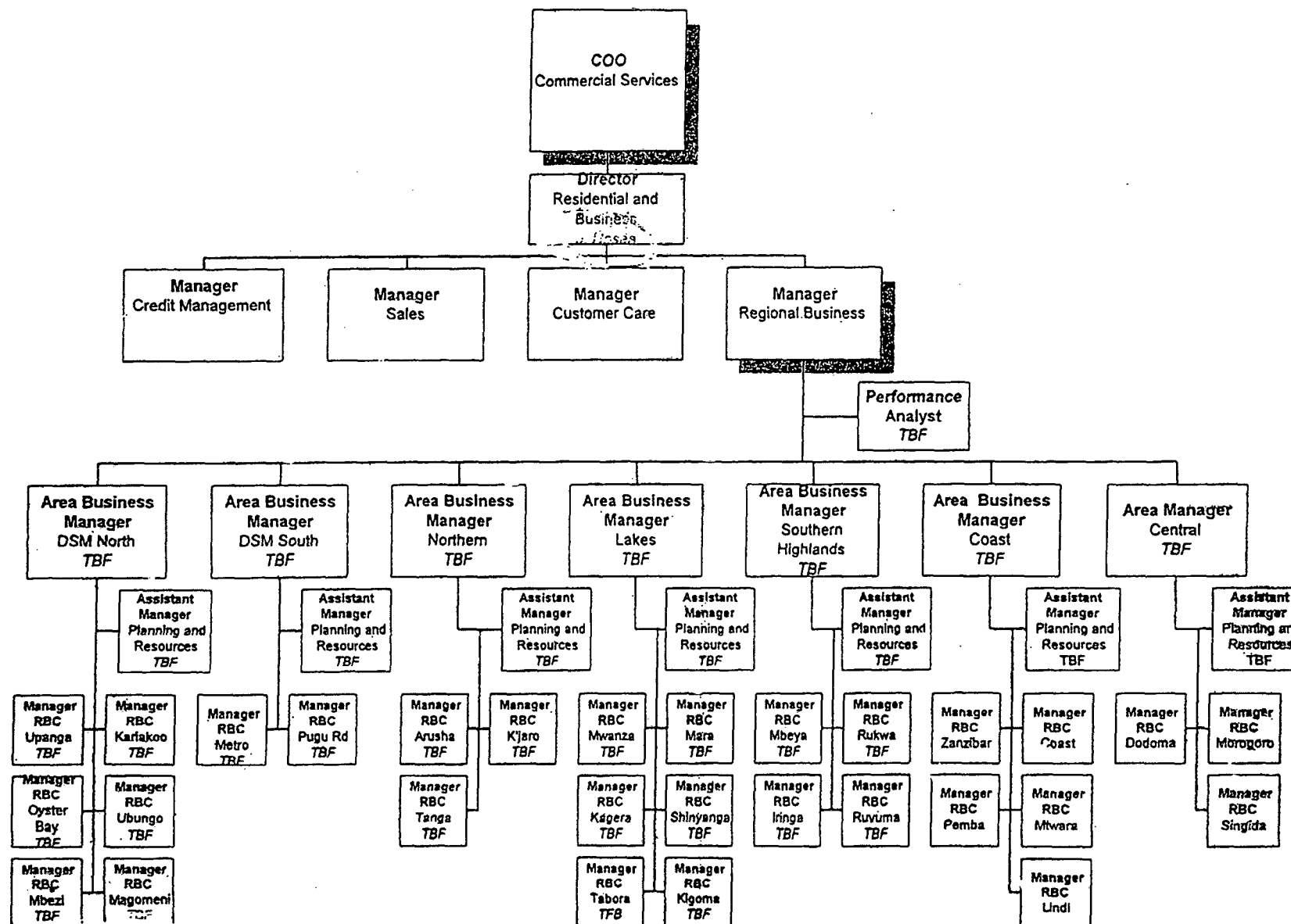
4.9.0 In case the Council fails to reach an agreement on any matter, the aggrieved party may report the matter as an industrial dispute to the Labour Commissioner in accordance with the labour laws in force.

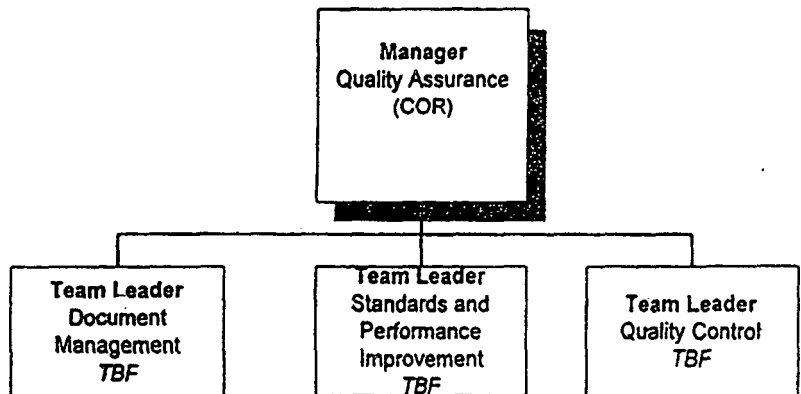
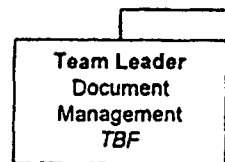
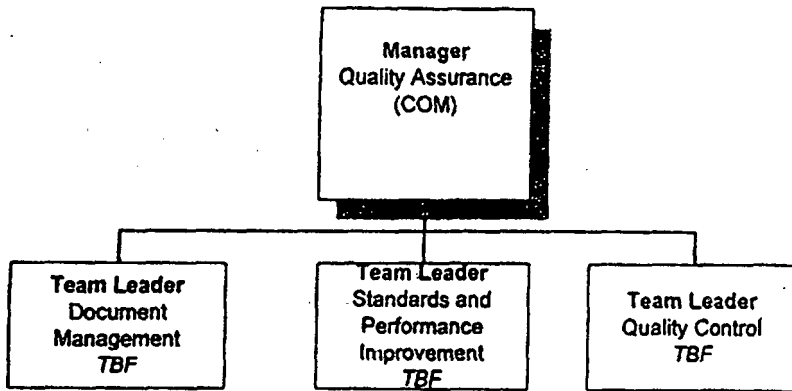
4.10.0 The Constitution of the Council may be amended by the Council at its extra-ordinary meeting following there being proposals to that effect made to the Chairman by either party.

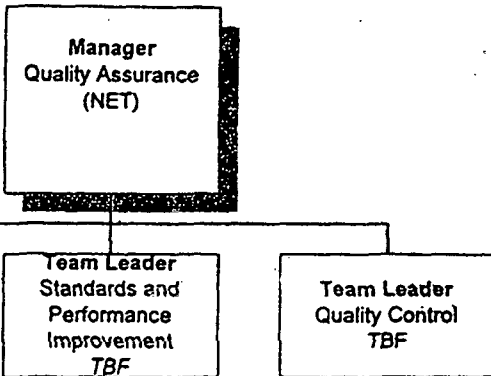




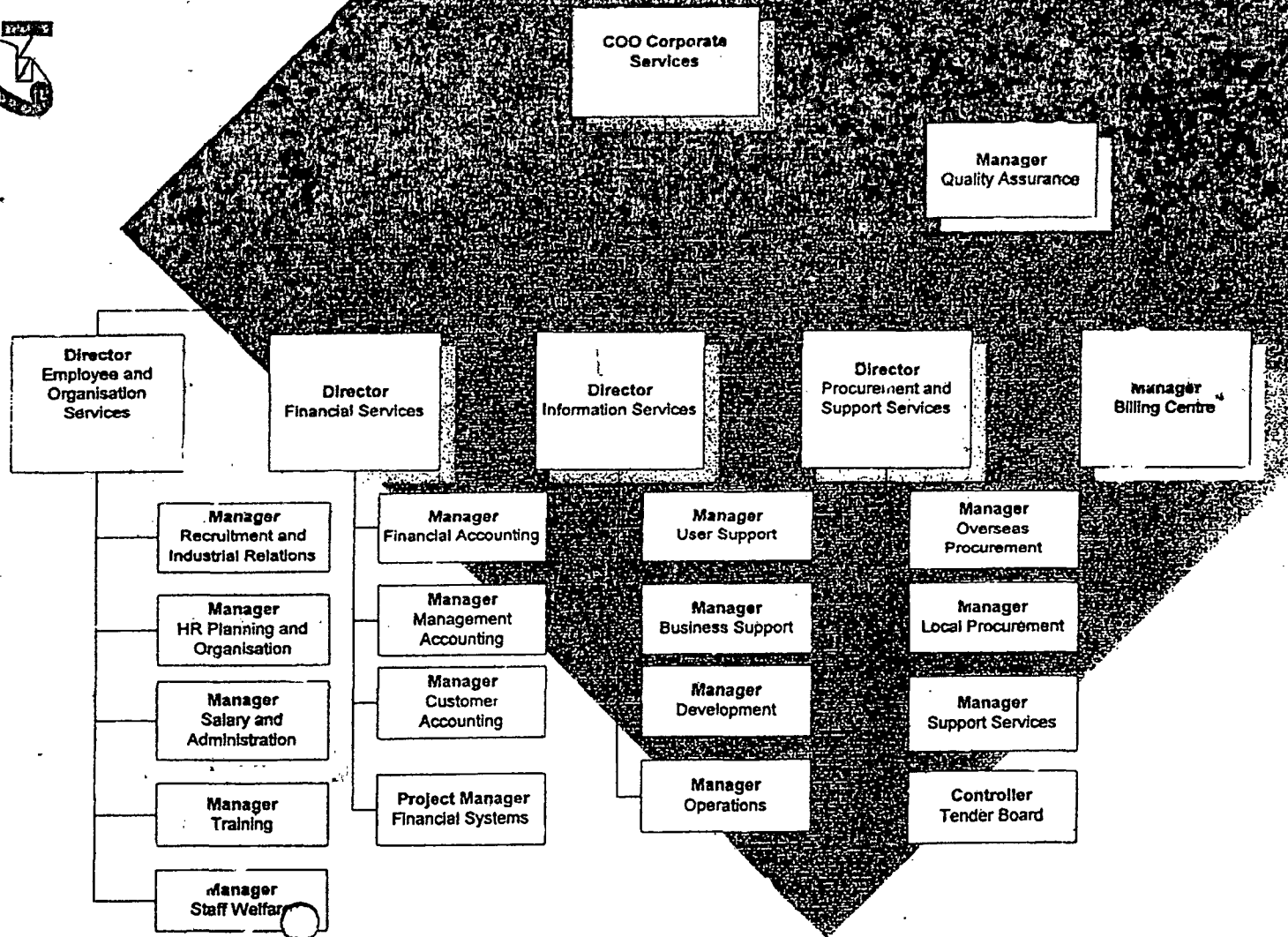








Level 4 Organisation concept



"ANNEXTURE C"

TTCL APPOINTING AND DISCIPLINARY AUTHORITIES

1.1 *The "B" Directors of the Board.*

Shall exercise appointing and disciplinary authority in respect of the Chief Executive Officer.

1.2 *The Chief Executive Officer.*

Shall exercise appointing and disciplinary authority in respect of the Chief Operating Officers with the consent of the "B". Directors of the Board.

1.3 *The Chief Operating Officer.*

Shall exercise appointing and disciplinary authority in respect of Directors and Managers with the consent of the Chief Executive Officer as delegated by the Board of Directors.

1.4 *Directors:*

Shall exercise appointing and disciplinary authority in respect of Assistant Managers/Team Leaders, Supervisors of maintenance centers with the consent of respective COO's. The Directors will also exercise such authority in respect of all other staff with the advice of Managers.

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AMENDMENTS ON THE VOLUNTARY AGREEMENT
BETWEEN TTCL AND COTWU (T)1.2.1 *Old version:*

THAT, the objective of this Agreement is to guide both parties into conducting joint negotiations and consultations on terms and conditions of employment, improved productivity and efficiency, privileges, rights and duties of the Management as well as the workers of the Company and the nation and to urge the importance of cooperation and good industrial relations for purpose of providing quality services.

New version:

THAT, the objective of this Agreement is to guide both parties into discussions and consultations on terms and conditions of work, productivity, privileges, rights and duties of the Unionisable employees of the company and to urge the importance cooperation and good industrial relations for purposes of providing quality services.

2.2.0 *Old version:*

"COUNCIL" means the Negotiating Council dealing with the Company on one part and the Union on the other part, whereby, the parties convene and deliberate on the terms of service, employment procedures, privileges, schemes of service, salary structure; rights and duties of employer and employee;

New version:

"COUNCIL" means the Negotiating Council dealing with the Company on one part and the Union on the other part, whereby, the parties convene and deliberate on the terms of service, employment procedures, privileges, schemes of service, salary structure of the Unionisable employees as well as rights and duties of employer and employee;

2.14.0 *Old version:*

"EMPLOYMENT AND DISCIPLINARY AUTHORITY" means the TTCL Board of Directors or any other body with delegated powers to employ and discipline on behalf of the Board;

New version:

"EMPLOYMENT AND DISCIPLINARY AUTHORITY" means the TTCL Board of Directors or the Management with delegated powers to employ and discipline on behalf of the Board;

2.15.0 *Old version:*

"TERMS AND CONDITIONS OF SERVICE" means the terms and conditions of service of TTCL.

New version:

"TERMS AND CONDITIONS OF SERVICE" means the terms and conditions of service of TTCL unionisable employees.

2.18.0 *Old version:*

"EMPLOYEE" means a permanent employee of TTCL;

New version:

"UNIONISABLE EMPLOYEE" means permanent employee or any employee outside the Management as agreed between the two parties.

2.22.0 *Old version:*

"ZONAL DIRECTOR" means a TTCL Zonal Director or representative of the Zonal Director;

New version:

"AREA BUSINESS MANAGER" means a TTCL Manager responsible for commercial activities in a specified area;

2.23.0 *Old version:*

"RESIDENT DIRECTOR" means a TTCL Resident Director of Zanzibar or the representative of the Resident Director of Zanzibar.

New version:

"AREA NETWORK MANAGER" means a TTCL Manager responsible for management and operations of the network in a specified area.

3.1.1 *Old version:*

"RECOGNISES AND UNDERSTANDS THAT" the Trade Union COTWU (T) is the only representative of employees in

the Company on matters regarding employment procedures, schemes of service, salary scales, salary, fringe benefits, their development and employees obligations;

New version:

Recognises and understands that the Trade Union COTWU (T) is the only representative of the Unionisable employees in the Company on matters regarding employment terms and conditions which shall include Schemes of Service, salary structure, fringe benefits, HR policies and Regulations.

3.1.3 Old version:

"SHALL" permit the Union Field branch leaders to attend meetings, seminars or any other course relating to the Union affairs without losing any right or privileges in their services as stipulated in the Security of Employment, Act, 1964.

New version:

"SHALL" permit the Union Field branch leaders to attend meetings, seminars or any other course relating to the Union without unreasonable interruption to performing the roles and responsibilities attached to their positions held in TTCL and without losing any right or privileges in their services as stipulated in the Security of Employment Act, 1964.

3.2.1 Old version:

"RECOGNISES AND UNDERSTANDS THAT" the Company is the lawful employer of all employees including those who are Union members and THAT the Company has the right to manage its affairs in accordance with the law that establishes it;

New version:

"RECOGNISES AND UNDERSTANDS THAT" the Company is the lawful employer of all employees including those who are Union asable and THAT the Company has the right to manage its affairs in accordance with the law that established it.

3.3.2 Old version:

"RECOGNISES THAT" both parties are duty bound to ensure that while discharging their duties they provide good quality services as well as complying with labour laws, staff rules and regulations, job descriptions and work instruction manuals;

New version:

"RECOGNISES THAT" both parties are duty bound to ensure that while discharging their duties they provide good quality services as well as complying with all laws of the Land, HR policies and regulations, job descriptions work instruction manuals and voluntary agreement in force.

4.2.2 (a) (iii) Old version:

If the employee is aggrieved by the decision of the controlling officer he shall appeal to the Chief Operating Officer of the Department, Zonal Director, Resident Director or the Regional Manager as the case may be, who shall give his determination within twenty one (21) days.

New Version:

If the employee is aggrieved by the decision of the controlling officer he shall appeal to the Regional Business Manager/Supervisor Maintenance Centre, Area Business Manager/Area Network Manager, Director and the Chief Operating Officer of the Department.

4.2.2 (a) (iv) Old version:

If the employee is aggrieved by the decision made by the Chief Operating Officer, Director, he shall appeal to the Chief Executive through the Director of Personnel and the Chief Executive shall give his determination within thirty (30) days;

New version:

If the employee is aggrieved by the decision made by the Chief Operating Officer, Director, he shall appeal to the Chief Executive through the Director of Employee and Organisation Services and the Chief Executive shall give his determination within thirty (30) days. Internally there shall be no appeal against the decision beyond the Chief Executive Officer.

(v) Old version:

If the employee is aggrieved by the decision made by the Chief Executive he shall appeal to the Chairman of the Board of Directors through the Chief Executive and the Board shall give its determination within three months;

New version:

In the event that the internal administrative appeal structure fails or is not used by an employee at all or is used up to some stage, the employee may forward the complaint to the Union (starting with the Executive Committee of the Field Branch);

(vii) Old version:

The Union shall defend its members following the proper procedures taking into account the organizational structure of the Company and also the best and quickest ways of setting the dispute between the member and the management/company, especially where the complaint pertains to the loss of employment in whatever manner.

New version:

The Union shall defend its members following the proper procedures as covered by the Labour Laws taking into account the organizational structure of the Company and also the best and quickest ways of setting the dispute between the member and the management/company, especially where the complaint pertains to the loss of employment in whatever manner;

(b) (i) Old version:

At the place of work, the Union branch shall discuss with the leader of that section and if there is no settlement the matter shall be referred to the Regional Manager, Zonal/Resident/Director and the information shall be forwarded to the Regional/Zonal Secretary of the Union.

New version:

At the place of work, the Union branch shall discuss with the leader of that section and if there is no settlement the matter shall be referred to the respective Manager, as indicated by the new version under 4.2.2 (iii) and the information shall be forwarded to the Zonal Secretary of the Union.

(ii) Old version:

In the event the Zonal Department or Resident Director in consultation with the Regional/Zonal Secretary of the Union, find difficult to handle the matter referred, the concerned office shall forward it to the Chief Executive for decision.

New version:

In the event the Manager of Director in consultation with the Zonal Secretary of the Union, find difficult to handle the matter referred, the concerned office shall forward it to the Chief Operating Officer for decision.

5.0.0 (a) Old version: Disciplinary action:

The Company is justified and obliged to take disciplinary action against any employee who contravenes the disciplinary code, laws, and the Terms and conditions of Service/Employment.

New version: Disciplinary action

The Company is justified and obliged to take disciplinary action against any employee who contravenes the disciplinary code, laws, and the Terms and Conditions of Service which includes HR Policies and Regulations and code of conduct.

(b) Old version: Taking disciplinary action:

In taking disciplinary action against the employee, the management shall abide by the labour laws and the Company's Rules and Regulations. To this effect, the

management shall clearly show offences done and relevant provisions contravened in charging the employee.

New version: Taking disciplinary action:

In taking disciplinary action against the employee, the management shall abide by the labour laws and the Company's HR policies and Regulations. To this effect, the management shall clearly show offences done and relevant provisions contravened in charging the employee.

6.2.0 Old version:

Except those employees who are employed and disciplined by the Board of Directors, (highest disciplinary body of the Company), employees having complaints against any disciplinary action taken by their employer and disciplinary bodies shall appeal to such higher disciplinary bodies and that, they shall in doing so report to the nearest available higher disciplinary body.

New version:

Unionisable employees having complaints against any disciplinary action taken by their employer and disciplinary bodies shall appeal to such higher disciplinary bodies and that, they shall in doing so report to the nearest available higher disciplinary body.

8.1.0 Old version:

Both parties are obliged to protect the rights or privileges and the conditions of employment/service in place and either party can bring forth any matter in dispute for negotiations and determination;

New version:

Both parties are obliged to protect the rights or privileges and the conditions of employment/service in place for Unionisable employees and either party can bring forth any matter in dispute for negotiation and determination;

ANNEXTURE A*(Constitution of the Council Amendments)***3.1.0 Old version:**

To consult on all issues related to employment, rights, benefits, property connected to work, or industrial relations in the Company.

New Version:

To consult on all issues related to employment, rights, benefits, property connected to work, for the Unionisable employees and Industrial Relations in the Company.

3.2.0 Old version:

To negotiate on organization structure, Schemes of Service, Scales, terms and Conditions of services and Rules and Regulations in the Company

New version:

To negotiate on Schemes of Service, Salary structure, terms and Conditions of Service and HR policies and Regulations in the Company for the Unionisable employees.

3.3.0 Old version:

Advise the Company on strategies to be used by employees to ensure provision of quality commercial service - (deleted).

3.4.0 Old version:

Advise the Company on promotion procedures, provision of training and on education in general. However, the Council shall not in any way have a say in respect of these areas.

New version:

To find solutions to employee's problems and complaints which need the attention of the Council.

4.4.0 Old version:

The secretary shall record all agreements reached by the Council and its Committees and these shall be read before the Council and signed by the spokesmen of each side and the Chairman of the Council.

New version:

The Secretary shall record all agreements reached by the Council and its Committees and these shall be read out before the Council and signed by the spokesmen of each side and the Chairman of the Council.

4.5.0 Old version:

All decisions made shall be forwarded to the Chief Executive of the Company by the Secretary General of the Union if need be.

New version:

The signed agreements made shall be forwarded to the Chief Executive of the Company and General Secretary of the Union for appropriate action.

4.6.0 Old version:

All expenses for Council members during the meeting of the Council and its Committees shall be borne by the Company, except for a member from the Union headquarters.

New version:

All expenses for Council members during the meeting of the Council and its Committees and for the Chairman or Vice Chairman shall be borne by the Company, except for a member from the Union headquarters.

Annexure B - New organization structure.

Annexure C - New Appointing and Disciplinary Authorities.

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UTHIBITISHO NA USIMAMIZI WA MIRATHI
(Katika Mahakama Hakimu Mkuu Mkazi Kisutu,
Dar es Salaam)

SHAURI NA. 23 YA MWAKA 2003

Maombi ya Barua za Usimamizi wa Mirathi ya
Mohanlal Meghji Rathod, Marehemu

na

Nitin Mohanlal Meghji Rathod, mwombaji

TAARIFA YA KAWAIDA
(Kanuni ya 75)

Watu wote wanaodai kuwa na haki katika Mirathi ya Marehemu aliyetajwa hapo juu wanafahamishwa kufika na kuangalia mashauri haya katika jalada kama wanaona inafaa kabla ya kutolewa kwa barua ya usimamizi wa Mirathi kwa muombaji aliyetajwa hapo juu.

Mappingamizi yoyote kuhusu maombi haya yawe yameandikishwa mnamo au kabla ya tarehe 6 ya mwezi Juni, 2003.

Imewasilishwa Dar es Salaam leo tarehe 6 mwezi Machi, 2003.

.....
Hakimu Mkuu Mkazi

TAALIFA YA KAWAIDA NA. 163**DEED POLL ON CHANGE OF NAME*****The Registration of Documents Ordinance (Cap 117)***

By this Deed I the undersigned ANSAR ABOUBAKAR KACHWAMBA formerly known as ANISWALI KACHWAMBA do hereby absolutely renounce and abandon the said name of ANISWALI KACHWAMBA and in lieu thereof do assume the name of ANSAR ABOUBAKAR KACHWAMBA.

IN PURSUANCE of such change of name as aforesaid I hereby declare that I will be known at all time hereinafter in all actions and proceedings in all dealings and transactions and upon all occasions whatsoever use and sign the name of ANSAR ABOUBAKAR KACHWAMBA as my name in lieu of my former name ANISWALI KACHWAMBA renounced as aforesaid.

And I do hereby authorise and request all persons to designate, describe and address me by such assumed name of **ANSAR ABOUBAKAR KACHWAMBA**.

IN WITNESS WHEREOF I have hereunto subscribed my old name **ANISWALI KACHWAMBA** and the new name **ANSAR ABOUBAKAR KACHWAMBA** and have set my hand at Dar es Salaam this 17th day of February, 2003.

.....
ANISWALI KACHWAMBA

Old Name

.....
ANSAR ABOUBAKAR KACHWAMBA

New Name

SIGNED in my presence
this 17th day of February 2003

Name: **BENHAJI SHAABAN,**

Signature:

Postal Address: **P.O. Box 12379,
Dar es Salaam.**

Qualification: **Advocate**

TAARIFA YA KAWAIDA NA. 164

**THE CONSTITUTION OF THE UNITED REPUBLIC OF
TANZANIA, 1977**

NOTICE

**APPOINTMENT OF JUSTICE OF APPEAL, HIGH COURT JUDGES
AND LAW REFORM COMMISSION SECRETARY**

It is hereby notified for general information that the following having been appointed by the President took

prescribed oaths on 4th March, 2003 before entering upon the duties of their respective offices:

- (i) Hon. Judge Harold Reginald Nsekela,
Justice of Appeal.
- (ii) Mr. Njengafibili Mponjoli Mwaikugile,
High Court Judge.
- (iii) Ms Salome Suzette Hamisi Kaganda,
High Court Judge.
- (iv) Mr. Project Aloys Rugazia,
High Court Judge.
- (v) Ms. Raziabegum Hassan Sheikh,
High Court Judge
- (vi) Mr. Salum Abdallah Ligho Massati,
High Court Judge
- (vii) Mr. Augustine Felix Shangwa,
High Court Judge
- (viii) Ms. Mary Simbo Shangali,
Law Reform Commission Secretary

STATE HOUSE,
Dar es Salaam,
05th March, 2003

M. Y. C. LUMBANGA,
Secretary to Cabinet