



MWAKA WA 84

29 Agosti, 2003

TOLEO NA. 35

GAZETI

BEI SH. 200/=

LA

DAR ES SALAAM

JAMHURI YA MUUNGANO WA TANZANIA



Linatolewa kwa Idhini ya Serikali na
Kuandikishwa Posta kama
Gazeti

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KUAJIRIWA NA KUKABIDHIWA MADARAKA

TAARIFA YA KAWAIDA NA. 760

Ofisi ya Rais:

Menejimenti ya Utumishi wa Umma

*Kuwa Mkurugenzi wa Idara ya Maendeleo ya Watoto
katika Wizara ya Maendeleo ya Jamii, Jinsia na Watoto*

BIBI ALICE KIDERE RUGUMYAMHETO, kuanzia tarehe
18 Juni, 2003.

*Kuwa Mkurugenzi Msaidizi Sehemu ya Jinsia katika
Idara ya Jinsia, Wizara ya Maendeleo ya Jamii, Jinsia
na Watoto.*

BIBI CONSTANSIA PETER GABUSA, kuanzia tarehe 18
Juni, 2003.

*Kuwa Mkurugenzi Msaidizi Sehemu ya Sera ya
Maendeleo ya Jamii katika Idara ya Maendeleo ya Jamii
Wizara ya Maendeleo ya Jamii, Jinsia na Watoto.*

BW. CHRISOSTOM ALONSO LUSHIKU, kuanzia tarehe
18 Juni, 2003.

TAARIFA YA KAWAIDA NA. 761

Notice is hereby given that Rules and Orders set out
below, have been issued and are published in Subsidiary
Legislation Supplement No. 33 dated 29th August, 2003
to this number of the Gazette:—

Rules under the Plant Protection Act, 1997 (Government
Notice No. 261 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 2118531/4. Kabla ya Jumamosi ya kila Juma.

Order under the Interpretation of Laws and General Clauses Act, 1972 (Government Notice No. 262 of 2003).

Order under the Water Ordinance (Government Notice No. 263 of 2003).

Order under the Refugees Act, 1998 (Government Notice No. 264 of 2003).

TAARIFA YA KAWAIDA NA. 762

KUPOTEA KWA HATI YA KUMILIKI ARDHI

Sheria ya Uandikishaji wa Ardhi
(Sura 334)

Hati Nambari: 262.

Mmiliki aliyeandikishwa: THE SUPRIM PATEL.

Ardhi: L.O. No. 129461, Kiwanja Na. 262, Shangani Low Density, Mtwara Mjini.

Eneo: 1,802, Futi za Mraba.

TAARIFA IMETOLEWA kwamba Hati ya kumiliki ardhi iliyotajwa hapo juu imepotea na ninakusudia kutoa Hati nyingine 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. 877, Mtwara.

10 Desemba, 2002

R. M. NTIMIZI,
Msajili wa Hati Msaidizi
Mwandamizi

TAARIFA YA KAWAIDA NA. 763

KUPOTEA KWA HATI YA KUMILIKI ARDHI

Sheria ya Uandikishaji wa Ardhi
(Sura 334)

Hati Nambari: 962.

Mmiliki aliyeandikishwa: FIROZ KASSAM.

Ardhi: L.O. No. 151834, Kiwanja Na. 764, Shangani West Mtwara Mjini.

Eneo: 1,448, Mita za Mraba.

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, lazima irudishwe kwa Msajili wa Hati Msaidizi, S.L.P. 877, Mtwara.

22 Septemba, 2002

R. M. NTIMIZI,
Msajili wa Hati Msaidizi
Mwandamizi

TAARIFA YA KAWAIDA NA. 764

KUPOTEA KWA HATI YA KUMILIKI ARDHI

Sheria ya Uandikishaji wa Ardhi
(Sura 334)

Hati Nambari: 42 MTW.

Mmiliki aliyeandikishwa: FARIDA AMIRALI KHANJIL.

Ardhi: L.O. No. 128969, Kiwanja Na. 195, Kitalu "H" Rahaleo, Mtwara Mjini.

Eneo: 583, Mita za Mraba.

TAARIFA IMETOLEWA kwamba Hati ya kumiliki ardhi iliyotajwa hapo juu imepotea na ninakusudia kutoa Hati nyingine 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. 877, Mtwara.

R. M. NTIMIZI,
Msajili wa Hati Msaidizi
Mwandamizi

TAARIFA YA KAWAIDA NA. 765

LD/148571

UBATILISHO WA HAKI YA KUMILIKI ARDHI

Haki ya kumiliki ardhi juu ya Kiwanja Na. 36 Kitalu "C", Eneo la Viwanda Mkuu Rombo iliyokuwa inamilikiwa na KIBO MATCH CORPORATION LIMITED imebatilishwa na Mheshimiwa Waziri wa Ardhi na Maendeleo ya Makazi kwa Amri ya Mheshimiwa Rais mnamo tarehe 6 Mei, 2003.

Dar es Salaam,
6 Agosti, 2003

ALBERT ADIEL MSANGI,
Kamishna wa Ardhi

TAARIFA YA KAWAIDA NA. 766

LD/200918

UBATILISHO WA HAKI YA KUMILIKI ARDHI

Hati ya Haki ya kumiliki ardhi juu ya Kiwanja Na. 44 Kitalu "M", Eneo la Tabata Jijini Dar es Salaam iliyokuwa inamilikiwa na ZENA YUSUF imebatilishwa na Mheshimiwa Waziri wa Ardhi na Maendeleo ya Makazi kwa Amri ya Mheshimiwa Rais mnamo tarehe 6 Mei, 2003.

Dar es Salaam,
25 Julai, 2003

ALBERT ADIEL MSANGI,
Kamishna wa Ardhi

TAARIFA YA KAWAIDA NA. 767

LD/1021114

UBATILISHO WA HAKI YA KUMILIKI ARDHI

Hati ya Haki ya kumiliki ardhi Na. 27898 juu ya Kiwanja Na. 1356 Eneo la Magomeni Makurumla Jijini Dar es Salaam iliyokuwa inamilikiwa na MURTAZA ESMAIL KOKOTONIWALLA imebatilishwa na Mheshimiwa Waziri wa Ardhi na Maendeleo ya Makazi kwa Amri ya Mheshimiwa Rais mnamo tarehe 6 Mei, 2003.

Dar es Salaam,
6 Agosti, 2003

ALBERT ADIEL MSANGI,
Kamishna wa Ardhi

TAARIFA YA KAWAIDA NA. 768

LD/99267/14

UBATILISHO WA HAKI YA KUMILIKI ARDHI

Hati ya Haki ya kumiliki ardhi juu ya Kiwanja Na. 280, Kitalu "C" Eneo la Mbezi Jijini Dar es Salaam, iliyokuwa inamilikiwa na SUDHESH MOTOBAI PATEL imebatilishwa na Mheshimiwa Waziri wa Ardhi na Maendeleo ya Makazi kwa Amri ya Mheshimiwa Rais mnamo tarehe 23 Julai, 2003.

Dar es Salaam,
1 Agosti, 2003

ALBERT ADIEL MSANGI,
Kamishna wa Ardhi

TAARIFA YA KAWAIDA NA. 769

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT
(No. 4 OF 1999)

NOTICE OF ABANDONMENT

Under section 51

Ref. No. ILA/327/9/DDM

TO: MOHAMED IQBAL SIDDIQ ALIMOHAMED OF P.O. BOX 275, DAR ES SALAAM.

I, ALBERT ADIEL MSANGI, Commissioner for Lands HEREBY GIVE NOTICE of Abandonment of the Land the subject of the right of occupancy registered under the above reference:

1. Location of the Land: Plot No. 56, Block "M" Kariakoo – Dar es Salaam City.
2. Name of the Occupier: Mohamed Iqbal Siddiq Alimohamed.
3. Extent and boundary of the Land: All that land known as Plot No. 56, Block "M" Kariakoo area Dar es Salaam containing two thousand seven hundred (2,700) square feet as it appears on the Registration Plan No. 188.

4. Grounds for determining that the land has been abandoned: The occupier owes rent in respect of the land and has continued to owe such rent for a period of five years from the date on which rent first fell due to be paid.

Any person claiming to have an interest on the land must show cause within sixty (60) days from the date of publication of this notice in the *gazette*, why the land should not be declared to be abandoned.

Dated at Dar es Salaam this 21st day of May, 2003.

.....
Commissioner for Lands

TAARIFA YA KAWAIDA NA. 770

MAHAKAMA YA KAZI

MKATABA WA HIARI NA. 14 WA MWAKA 2002

Baina ya

COTWU (T) –DAR ES SALAAM

Na

MIC TANZANIA LTD. –DAR ES SALAAM

15/8/2002

Coram: C. E. R. William –DC

Ass: Mr. S. L. Mbezi, ATE - Yupo

Mr. F. M. Pazi, TUCTA - Yupo

COTWU BRANCH: Juma Zengo - Yupo

Mr. Amandus Masinde, Mjumbe - Yupo

Mr. Prosper Bwemero, Mjumbe - Yupo

Menejimenti: Mr. Z. K. Minja, Human

Resources Manager - Yupo

Mr. F. S. Walele, P & Admin.

Manager - Yupo

c.c. A. Ngozi.

TUZO

William –DC

Haya ni maombi ya kusajili Mkataba wa hiari baina ya Chama cha Wafanyakazi cha Mawasiliano na Usafiri (COTWU) (T) kwa upande mmoja na Menejimenti ya kampuni ya Mobitel (MIC) kwa upande mwingine.

Mkataba huu wa hiari unahusu upunguzaji wafanyakazi (Redundancy). (COTWU) (T) Tawi limewakilishwa na Mwenyekiti Bw. Juma Zengo na Wajumbe Bw. Amandus Masinde na Prosper Bwemero na Menejimenti imewakilishwa na Bw. Z. K. Minja (Human Resource Manager) na Bw. F. S. Walele Personnel and Administrative Manager.

Mkataba huu wa hiari wa upunguzaji wafanyakazi ni kwa pande zote. Baada ya kupitia au kusoma mkataba huu kifungu kwa kifungu na kufanya masahihisho pale palipotakiwa, mahakama imeona ya kuwa unafaa na hakuna shaka kuwa umekidhi matakwa ya sheria. Kwa hali hiyo umesajiliwa na kuwa TUZO ya Mahakama ya Kazi na unakuwa na nguvu kisheria mara moja.

Tuzo hii imetolewa nami leo hii tarehe 15 Agosti, 2002 na mbele ya wahusika wote.

15 Agosti, 2002

C. E. R. WILLIAM,
Naibu Mwenyekiti

NEGOTIATED AGREEMENT ON REDUNDANCY

Dated this day of 2002

BETWEEN

The Management of
MIC TANZANIA LIMITED of P.O. Box 2929
Dar es Salaam – Tanzania. (Hereafter called
“MOBITEL”) of one part.

AND

COMMUNICATIONS AND TRANSPORT WORKERS
UNION (COTWU) (T) MIC TANZANIA LIMITED
FIELD BRANCH (hereinafter collectively called
“COTWU (T)”) of the other part.

PART ONE

INTRODUCTION AND DEFINITION OF THE
NEGOTIATED AGREEMENT ON REDUNDANCY

PREAMBLE:

WHEREAS the marketing environment of Telecommunications products (Cellular services) has become very competitive and that in order to remain competitive the company must make some fundamental changes to its organization and cost base. Such organizational changes will inevitably result in a number of job losses.

AND WHEREAS realising the current incompetitive business trend within Mobitel has led MOBITELE to make serious decisions to reorganize and restructure the company with a view to reducing its operating costs and increasing its efficiency in order to be competitive in a market that has drastically changed with the introduction of pre-payment system and the growth of major competitors.

AND WHEREAS to that end, the Management has made necessary consultations with the trade union (ie. COTWU (T) MIC TANZANIA LIMITED FIELD BRANCH) as required by Section 6(1)(g) of The Security of Employment Act, 1964 which provides that one of the functions of the Trade Union Field Branch is to consult with employer on any impending redundancy and the application of any the agreement on redundancy in order to reach a Voluntary agreement on Redundancy.

AND WHEREAS it was resolved by MIC TANZANIA LIMITED to restructure and reorganize the establishment of the Company so as to introduce the following changes to with:

(a) Merging activities of some departments;

(b) Outsourcing some company activities to third parties e.g security services and some technical services;

(c) Reduction of several employees in order to cut down operational costs and create efficiency.

1.2 DEFINITION & INTERPRETATION:

In this Agreement, except where stated otherwise, the following words shall mean:—

(a) Government: shall mean the GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA.

(b) MOBITELE shall mean MIC TANZANIA LIMITED;

(c) COTWU (T) FIELD BRANCH shall mean COMMUNICATIONS AND TRANSPORT WORKERS UNION (T);

(d) Court: shall mean the Industrial Court (as defined by the Industrial Court Act No. 41 of 1967 and amended by Act No. 3 of 1990);

(e) BOARD OF DIRECTORS shall mean Board of Directors of MIC TANZANIA LIMITED;

(f) EMPLOYER: shall mean the Management of MIC TANZANIA LIMITED;

(g) SALARY: shall mean the monthly Basic Salary of a MOBITELE employee excluding any other allowances;

(h) REDUNDANCY: shall mean the act of terminating or reorganizing employment contracts necessitated by the Employer's decision to reorganize and restructure various Department in the Company with a view to reducing costs and increasing efficiency;

(I) EMPLOYEE: shall mean:

(a) any person who is, other than management, employed by MOBITELE on permanent terms.

(b) any person who is employed by MOBITELE on temporary engagement for a period exceeding 280 days as required by law on permanent terms.

(j) Word, or sentence used in singular shall also imply plural and the plural use of words or sentences shall imply the singular.

MINUTES:

This Negotiated Agreement on redundancy shall be read together with the minutes of the meeting held between the management and COTWU (T) regarding redundancy/retranchment of employees and shall from part of this Agreement as Appendix A. Paragraphs of the headings of these minutes shall not have independent meaning but the contents of each paragraph shall be read together with this Negotiated Agreement in order to arrive at the intended meaning.

1.3 RECOGNITION:

- (a) The Employer recognizes COTWU (T) Field Branch located in Dar es Salaam to be sole legitimate Trade Union which caters for the wish and welfare of all its members for Dar es Salaam itself including those at all Upcountry stations i.e Arusha, Moshi, Tanga, Mwanza, Dodoma, Morogoro, Iringa, Mbeya, Bukoba, Mtwara, Shinyanga, Kigoma and Zanzibar in matters pertaining to salaries fringe benefits, redundancy or otherwise.
- (b) COTWU (T) Field Branch on their part do recognize that the Management of MIC TANZANIA LIMITED is the legitimate employer with whom they will perform the redundancy exercise of employees.
- (c) The Management and COTWU (T) Field Branch both acknowledge the importance of matching the activities of the Company with the number of employees in order to be in line with the Company policy of reducing operating costs and increasing efficiency.

PART TWO

2.0 VALIDITY OF THE NEGOTIATED AGREEMENT ON REDUNDANCY AND ITS IMPLEMENTATION.

2.1 TIME AND DATE OF COMMENCEMENT OF THE AGREEMENT:

- (a) All parties agree that the Negotiated Agreement on redundancy shall come into force upon completion of the following conditions:-
 - (i) Signing of the Negotiated Agreement on redundancy by all parties concerned;
 - (ii) Registration of the Negotiated on redundancy Agreement in accordance with the Industrial Court Act No. 41 of 1967 as amended Act No. 3 of 1990 and a amended from time to time. The employer and COTWU (T) Field Branch shall use their best endeavours to register the Negotiated Agreement on redundancy with the Industrial Court, provided that if the Industrial Court does not register this voluntary agreement on redundancy within three months of its submission thereto for registration, the parties may commence implementing it as provided by the Proviso to section 39(4) of the Industrial Court of Tanzania Act as amended by Act No. 25 of 1982.
- (b) This Negotiated Agreement on redundancy shall apply to not more than one hundred employees and may be applicable to further redundancy of employees provided that all

parties concerned shall meet and agree on the package payable pursuant to the redundancy within the validity period under the same terms and conditions of this Agreement.

2.2 VALIDITY:

The Validity of this Negotiated Agreement on redundancy shall be for a period of One (1) year from the date of signing.

2.3 CRITERIA FOR SELECTION OF EMPLOYEES TO BE DECLARED REDUNDANT:

The Employer and COTWU (T) Field Branch have jointly agreed that some or all of the following criteria shall be applied to select employees to be declared redundant:

- (a) Employees whose duties will not longer exist due to the restructuring exercise;
- (b) Employees who cannot be absorbed into the new establishment due to lack of required qualifications/skill/ability;
- (c) Employees whose Department or office functions will have to be closed down and cannot be absorbed elsewhere in the new organization;
- (d) Employees who were the most recent to be engaged on the basis of the first in last out principle;
- (e) Employees whose record of performance has proved to be poor in the opinion of the employer;

PART THREE

3.0 BENEFITS AND OTHER ADDITIONAL BENEFITS TO BE PAID TO EMPLOYEES DECLARED REDUNDANT:

3.1 STATUTORY BENEFITS:

- (a) One month basic salary in lieu of notice;
- (b) Transportation of personal effects to place of engagement i.e where one was hired Rates applicable as per government regulations;
- (c) Outstanding leave dues if any;
- (d) Transportation of employee by a one way fare to place of engagement i.e where one was hired with family members recognized by the employer and paid according to the company regulations as per approved schedule of rates attached as appendix B. The payments of benefits under this category shall be payable and confined to the company employee, his spouse and a maximum of 4 own children supported by appropriate marriage and birth certificates. Children considered are those below 18 years of age and proved to be totally dependant on the employee;
- (e) Due severance allowance as provided by law for those who are eligible;
- (f) NSSF Benefits: The employees will be given the relevant support that will enable them to get their benefits from the NSSF authorities.

3.2 NON-STATUTORY BENEFITS:

(a) GOLDEN HANDSHAKE:

Every full time confirmed employee affected by this agreement shall be paid a golden handshake of a flat rate of TShs. 1,000,000/= (Tanzania Shillings One Million Only) regardless of his position or tenure in the company.

(b) RECOGNITION OF SERVICE:

Every full time confirmed employee affected by this agreement shall be paid in recognition of his years of service as follows:

Cummulative full year of service	Total cumulative monthly basic salary in respect of cumulative full year of service
1	3
2	6
3	9
4	11
5	13
6	15
7	18
8	20

PART FOUR

4.0 OUTSTANDING:

- 4.1 Any other outstanding balance on any retrenched employee's personal account shall be recovered by the Employer from that employee's redundancy benefits. Provided that if employee declared redundant is owed by the Company, he/she will refunded before leaving.

PART FIVE

5.0 NOTIFICATION OF REDUNDANCY:

An Employee who will be declared redundant shall be issued with redundancy notification letter indicating effective date of her/his redundancy as well as statutory and non statutory benefits which he/she is entitled to be paid. Together with redundancy notification letter, the employee declared redundant shall also be issued with a cheque for all his/her above stated benefits except NSSF benefits which will be paid to his/her at a later date when the employer will have assisted the employee to secure relevant cheques from the NSSF.

PART SIX

6.0 APPEAL.

Any employee declared redundant who will have complaints regarding the implementation of this Agreement shall contact COTWU Field Branch not

later than 7 days after their having been served with a redundancy notification letter.

In WITNESS WHEREOF this negotiated Agreement for redundancy has been voluntarily executed and delivered as on the date first above written.

SEALED and DELIVERED with the common seal of MIC TANZANIA LIMITED this 23rd day of July, 2002 at Dar es Salaam in our presence

Name: JOHN G. TUMUZY
Signature:
Address: P.O. Box 2929
Dar es Salaam
Designation: General Manager

Name: FADHILI S. WALELE
Signature:
Address: P.O. Box 2929
Dar es Salaam
Designation: Personnel & Admin. Manager

In the Presence of:

Name: TOBBY K. MMBAGA
Signature:
Address: P.O. Box 8764
Dar es Salaam
Qualification: Advocate

SIGNED and DELIVERED)
by the said)
COTWU MIC TANZANIA)
FIELD BRANCH)
this 23rd day of July, 2002)
at Dar es Salaam)

CHAIRMAN MEMBER

SECRETARY MEMBER

MEMBER MEMBER

MEMBER MEMBER

MEETING ON THE COMPANY'S IMPENDING DECISION OF STAFF REDUCTION BETWEEN THE MANAGEMENT AND THE WORKERS UNION FIELD BRANCH WHICH TOOK PLACE ON 10TH JULY 2002 AT COMPANY HQS

ATTENDANCE

MANAGEMENT:- (1) John G. Tumelty - General Manager
 - (2) Z. K. Minja - H.R.M
 - (3) F. S. Walele - P & AM Secretary
 FIELD BRANCH - (1) Juma Zengo - Chairman
 - (2) Prosper Bwemero - Member
 - (3) Amandus Masinde - Member
 - (4) Alwyin Kissasi - Member

AGENDA STAFF REDUCTION:

The General Manager opened the meeting at 16:45hrs and proposed that Mr. Walele takes down the minutes which will ultimately be signed by Mr. Minja and Mr. Zengo for the Management and the Field branch respectively.

He then explained the main agenda of the meeting, which was the impending company decision to reduce a staff situation which is prompted by a need for the efficient operation of the undertaking enabling it to better meet the demands of its customers.

The cellular industry all over the world is undergoing changes to better address current business issues and meeting customer needs. To effectively attain this phenomenon, the General Manager emphasizes, we need to re-organize ourselves in order to bring about the required improvement as a result of which staff reduction can not be avoided.

He then called upon the field branch members to fully participate in this consultation meeting as their views and proposals were vital in reaching a mutual agreement beneficial to both parties in the execution of the exercise.

DISCUSSION:

During the lengthy discussion the meeting recognized the inevitable need and right of the Management to reduce the work force. Several other issues emerged. These were put forward by the meeting participants in the format of questions and answers. Main issues the field branch wanted to know were (1) Reasons for the exercise (2) How the organization would look like after exercise and (3) The type of package to those who would be affected by the exercise.

After lengthy discussions, the meeting unanimously resolved as follows:-

1.0 That changes in any growing organization were inevitable as long as they were supported by compelling reasons.

1.2 That the changes be based on a precise criteria giving due weight to the interests of both the company and the workers.

1.3 Members agreed that the reasons underlying the reduction in Mobitel current workforce were valid and inevitable in the circumstances and therefore unanimously resolved that the exercise be implemented forthwith.

2.0 That an award (package) to employee in the form of a redundancy package must be made. A range of proposals were made for consideration based on between a month to four months pay for every completed year of service.

3.0 That the ongoing consultations would impact upon the final results in terms of a more focused and strategic organization.

It was finally agreed that a fundamental agreement could not be reached in that forum as each side needed more time to consult in order to come up with more input that would make the next consultation meeting, set for 11/07/2002 at 16:45hrs more fruitful:

The meeting was closed at 17:30hrs.

JUMA ZENGO,
 Chairman - COTWU
 Field Branch
 Date: 11th July, 2002

Z. KRISTOS MINJA,
 Human Resource
 Manager

SECOND MEETING ON THE COMPANY'S IMPENDING DECISION OF STAFF REDUCTION BETWEEN THE MANAGEMENT AND THE WORKERS UNION FIELD BRANCH WHICH TOOK PLACE ON 11TH JULY 2002 AT COMPANY HQS.

ATTENDANCE

MANAGEMENT:- (1) John G. Tumelty - General Manager
 - (2) Z. K. Minja - H. R. M
 - (3) F. S. Walele - P & AM

FIELD BRANCH - (1) Juma Zengo - Secretary
 - (2) Prosper Bwemero - Chairman
 - (3) Amandus Masinde - Member
 - (4) Alwyin Kissasi - Member
 - (5) Damares Kinabo - Member
 - (6) Jones Mcharo - Member

This being a follow up meeting the General Manager proposed to the Chairman of the field branch that, the best approach was for the meeting to either endorse or further discuss the resolutions already agreed upon, in the previous meeting.

The minutes of that meeting were reviewed and agreed as correct.

The field branch led by its chairman put forward three package proposals to be considered by the meeting as follows:-

1st Proposal

That the company pays:-

- (i) 25% of annual basic salary as House Rent.
- (ii) 10% of annual basic salary as Transport Allowance.
- (iii) 3 months basic salary to cater for medical attention
- (iv) Repatriation to Place of Domicile.
- (v) To write off outstanding loans if any.
- (vi) All above payments to be made tax free and in addition:
- (vii) A golden handshake of Tshs 1 Million.
- (viii) 1 year basic pay for those in service of between 0 - 3 years.
- (ix) An additional 2 months pay for every year above 3 years of service.

2nd Proposal

- (i) A golden handshake of Tshs. 3 million across the board, and
- (ii) 3 months pay for every year worked.

3rd Proposal

The company comes up with a convincing package for voluntary resignation.

The Management accepted that a proposal similar in format to the first proposal be considered although some items would have to be excluded.

As for proposal number 1, which was now open for discussion, the Management asked for time to assess the quantum of the proposal so that they could offer an alternative.

Management also noted that certain aspects of the proposal were not equitable and they agreed to address this issue in the proposal.

The Management noted that the proposal would apply on the basis that the re-organization was to provide optimum performance of the business against the current market consultations and demands.

This criteria for identifying employees to whom scheme will apply will be a re-drafting of the organization to meet this objective and the assignment of personnel to the position best suited to their skills and experience.

It was finally resolved that discussion on this area be postponed to the following day when a further consultation has been made.

The meeting was closed at 17,30hrs and the next set for 12/07/02 at 10.00hrs.

JUMA ZENGO,
 Chairman - COTWU
 Field Branch
 Date: 15th July, 2002

Z. KRISTOS MINJA,
 Human Resource
 Manager

THIRD MEETING ON THE COMPANY'S IMPENDING DECISION OF STAFF REDUCTION BETWEEN THE MANAGEMENT AND THE WORKERS UNION FIELD BRANCH WHICH TOOK PLACE ON 12TH JULY 2002 AT COMPANY HQS

ATTENDANCE

MANAGEMENT: - (1) John G. Tumelty - General Manager

- (2) Z. K. Minja - H.R.M
 - (3) F. S. Walele - P & AM - Secretary

FIELD BRANCH - (1) Juma Zengo - Chairman
 - (2) Prosper Bwemero - Member
 - (3) Amandus Masinde - Member
 - (4) Alwyin Kissasi - Member
 - (5) Damares Kinabo - Member
 - (6) Jones Mcharo - Member

AGENDA STAFF REDUCTION:

The General Manager opened the meeting at 10.30hrs.

The General Manager addressed the main agenda of the meeting to present the company's alternative to the field branch proposal 1 made on July 11, 2002.

The company agreed to present an alternative proposal to items (i), (ii), (iii), (vii), (viii) and (ix) from the field branch Proposal 1.

It was agreed that item (iv) was a statutory entitlement and would be dealt with accordingly.

The company after due consideration did not believe it appropriate to agree to the inclusion of items (v) and (vi)

As an alternative to items (i),(ii), (iii), (vii), (viii) and (ix) the company proposed that one of the following three options be agreed based on which was viewed as most equitable by the field branch.

Company proposal	1	2	3
Golden handshake	Tsh 1,000,000	Tsh 800,000	Tsh 500,000

Cumulative full years of service	Monthly basic paid in respect of cumulative full years of service
----------------------------------	---

1	2	2	2
2	4	4	4
3	6	6	6.5
4	8	8	9
5	10	11	12
6	12	14	15
7	14	17	18

The meeting was adjourned from 11.00 till 11.20 to allow the field branch to consider. Thereafter the field branch offered the following alternative proposal.

Field Branch proposal
Golden handshake Tshs 1,000,000

Cumulative full year of service	Monthly basic paid in respect of cumulative full year of service
---------------------------------	--

1	4
2	6
3	12
4	14
5	16
6	18
7	20

After due consideration it was agreed that the following was a proposal acceptable to both sides and should form the basis of a proper agreement to be drawn up to reflect this.

That the Company pays:-

1. Golden handshake - every full time confirmed employee affected by this agreement shall be paid a golden handshake of a flat rate of Tshs 1,000,000 regardless of this position or tenure in the company.

2. Recognition of service - every full time confirmed employee affected by this agreement shall be paid in recognition of his years of service the following:

Cumulative full year of service	Monthly basic paid in respect of cumulative full year of service
---------------------------------	--

1	4
2	6
3	12

4	14
5	16
6	18
7	20

Both sides expressed their satisfaction at having concluded the consultations on an agreed basis and noted the spirit of co-operation that both sides had exhibited during the process.

It was also agreed that following the successful conclusion of the consultations an agreement between the management and the field branch be drawn and executed between all the parties before being registered with the industrial Court of Tanzania after completion of due legal procedural requirements.

The meeting was closed at 11.40hrs.

JUMA ZENGO,
Chairman - COTWU
Field Branch

Z. KRISTOS MINJA,
Human Resource
Manager

FOURTH MEETING ON THE COMPANY'S IMPENDING DECISION OF STAFF REDUCTION BETWEEN THE MANAGEMENT AND THE WORKERS UNION FIELD BRANCH WHICH TOOK PLACE ON 15TH JULY, 2002 AT COMPANY HQS.

ATTENDANCE

MANAGEMENT: - (1) John G. Tumelty - General Manager

- (2) Z. K. Minja - H.R.M

- (3) F. S. Walele - P & AM Secretary

FIELD BRANCH - (1) Juma Zengo - Chairman

- (2) Prosper Bwemero - Member

- (3) Amandus Masinde - Member

- (4) Alwyin Kissasi - Member

- (5) Damares Kinabo - Member

- (6) Jones Mcharo - Member

AGENDA: STAFF REDUCTION

The General Manager opened the meeting at 1030 hours.

1. The meeting agreed on the minutes of the 2nd meeting that took place on the July 11th, 2002. The minutes were signed.

2. The minutes of the third meeting were presented.

- It was agreed that the statutory obligations appearing on the minutes of the third meeting be deleted because they were not earlier discussed.

- The COTWU chairman observed that the item (iii) of the minutes of the second meeting were not addressed in these minutes.

After lengthy discussion, it was unanimously agreed that medical benefits as per the current company procedures be extended to all who will be affected by the exercise for three months.

3. Statutory requirements:

The following pertinent statutory requirements were presented to the meeting.

- (i) One month basic salary in lieu of notice.
- (ii) Transportation of personal effects to place of domicile i.e. where one was hired. Rates applicable as per government regulations.
- (iii) Outstanding leave dues if any.
- (iv) Transportation of employee by a one way fare to place of domicile i.e. where one was hired with family members recognised by the employer and paid according to the company regulations as per approved schedule of rates. The payments of the benefits under this category shall be payable and confined to the company employee, his spouse and a maximum of 4 own children supported by appropriate marriage and birth certificates. Children considered are those below 18 years of age and proved to be totally dependant on the employee.
- (v) Due severance allowance as provided by law.
- (vi) NSSF benefits shall be paid to affected employees after receiving respective cheques from NSSF. The employer undertakes to make special efforts to facilitate disbursement of the cheque and follow up on benefits.

Items (iv), and (vi) were subjected to lengthy discussions and finally agreed that:

Item (iv): The place of domicile is the place of birth.

Item (vi): This was rephrased as follows:

"The employees will be given the relevant support that will enable them to get their benefits from the NSSF authorities".

The meeting ended at 1135 hours with an agreement that at 16.00 hours another meeting be held to agree on the final document.

JUMA ZENGO,
Chairman - COTWU
Field Branch

Z. KRISTOS MINJA,
Human Resource
Manager

FIFTH AND FINAL MEETING ON THE COMPANY'S PENDING DECISION OF STAFF REDUCTION BETWEEN THE MANAGEMENT AND THE WORKERS UNION FIELD BRANCH WHICH TOOK PLACE ON 15TH JULY 2002 AT COMPANY HQS

ATTENDANCE

- MANAGEMENT: - (1) John G. Tumelty - General Manager
 - (2) Z. K. Minja - H.R.M
 - (3) F. S. Walele - P & AM Secretary
- FIELD BRANCH - (1) Juma Zengo - Chairman
 - (2) Prosper Bwemero - Member
 - (3) Amandus Masinde - Member
 - (4) Alwyn Kissasi - Member
 - (5) Damares Kinabo - Member
 - (6) Jones Mcharo - Member

AGENDA: STAFF REDUCTION

The General Manager opened the meeting at 1600hrs, summarizing the following items agreed between the Management and COTWU Branch Office.

1. Statutory requirement.
 - (i) One month basic salary in lieu of notice.
 - (ii) Transportation of personal effects to place of domicile i.e. where one was hired. Rates applicable as per government regulations.
 - (iii) Outstanding leave dues if any.
 - (iv) Transportation of employee by a one way fare to place of domicile i.e. where one was hired with family members recognised by the employer and paid according to the company regulations as per approved schedule of rates. The payments of the benefits under this category shall be payable and confined to the company employee, his spouse and a maximum of 4 own children supported by appropriate marriage and birth certificates. Children considered are those below 18 years of age and proved to be totally dependant on the employee.
 - (v) Due severance allowance as provided by law.
 - (vi) NSSF benefits: The employee will be given the relevant support that will enable them to get their benefits from the NSSF authorities.
2. Non Statutory:
 - (i) Golden handshake - every full time confirmed employee affected by this agreement shall be paid a golden handshake of a flat rate of Tshs 1,000,000 regardless of his position or tenure in the company;
 - (ii) Recognition of service - every full time confirmed employee affected by this agreement shall be paid in recognition of this years of service as follows;

Cumulative full years basic of service	Total cumulative monthly paid in respect of cumulative full years of service
1	3
2	6
3	9
4	11
5	13
6	15
7	18
8	20

Both sides expressed their satisfaction at having concluded the consultations on an agreed basis and noted the spirit of co-operation both sides had exhibited during the process.

It was also agreed that following the successful conclusion of the consultations an agreement between the management and the field branch be drawn and executed between all the parties before being registered with the Industrial Court of Tanzania after completion of legal procedural requirements.

The meeting was closed at 1645 hours.

JUMA ZENGO,
Chairman - COTWU
Field Branch

Z. KRISTOS MINJA,
Human Resource
Manager

15 Julay, 2003

APPENDIX B

SCHEDULE OF RATES OF TRANSPORTATION ON TERMINATION

● TRANSPORTATION OF EX - EMPLOYEE

The company will provide ticket or equivalent funds to enable the employee, spouse and up to 4 children to travel as follows.

Managers: First class surface travel.

Non Managers: Second-class surface travel.

● TRANSPORTATION OF PERSONAL EFFECTS

Personal effects of weight of not exceeding three and a half metric tons will be transported on surface at the company expense.

Three quotes from 3 different transporters must be submitted with the request; the company has the right to choose any or none of the transporters' quotes submitted.

TAARIFA YA KAWAIDA NA. 771

MGOGORO WA UCHUNGUZI

Na. 34 wa 2000

baina ya

GEOFFREY E. MATEMBA AND ANOTHER - DAR ES SALAAM
na

HOSCO - DAR ES SALAAM

23/4/2002

Coram: C. E. R. WILLIAM - D/C
Assessor: MRS. E. I. MLOLI, ATE

MR. F. M. PAZI CHODAWU - Yupo
Walalamikaji: Bw. G. E. MATEMBA - Yupo
Kny: " MR. H. M. CHAMZIMU, TUICO - Yupo
Menejiment: MR. MYALIZE - Yupo
C. C A. NGOZI

AMRI

Kufuatana na maombi ya Bw. Chamzimu aliyoyatoa hapa mahakamani kwamba mgogoro huu haukuletwa na Kamishna wa Kazi chini ya Kifungu cha 8(a) cha Sheria ya Mahakama ya Kazi Na. 41/67 kama ilivyorekebisha, Bw. Chamzimu alisema kwamba mgogoro huu uliwasilishwa na Bw. Killo, Kaimu Kamishna wa Kazi ambaye hakuwa na mamlaka hayo kisheria. Aliyoyasema Bw. Chamzimu vile vile yalibainishwa pia na Katibu Mkuu, Wizara ya Kazi kwa barua yake yenye Kumb. Na. KZ/M.30/Vol.11/20 ya tarehe 4/2/2002 kuwa Kaimu Kamishna wa Kazi hakuwa na mamlaka hayo kisheria. Kwa maana hiyo hakuna mgogoro uliowasilishwa mbele ya mahakama hii. Sina budi kuufuta mgogoro huu na jalada la mahakama linafungwa. Jalada la Kamishna wa Kazi litarudishwa kwake na Msajili kwa hatua zake zaidi.

C. E. R. WILLIAM,
Naibu Mwenyekiti
23/4/2002

TAARIFA YA KAWAIDA NA. 772

MGOGORO WA UCHUNGUZI

baina ya

OTTU/TAWI - DAR ES SALAAM

na

WALFORD MEADOWS - DAR ES SALAAM

9/5/2002

Coram: A. A. M. SHAYO - D/C
Ass: Bw. S. L. MBEZI, ATE - Hayupo
" MR. F. M. PAZI CHODAWU - Yupo
Walalamikaji: KATIBU MKUU - MR. P. KILIMA - Yupo
Kny: " WANACHAMA WAO - Yupo
Menejiment: MR. KISUSI, ADV. - Yupo
C. C KAMUGISHA

AMRI

Mgogoro huu wa Uchunguzi hauna uhalali mbele ya Mahakama hii kwa kuwa haukuwasilishwa na Kamishna wa Kazi kwa mujibu wa uwezo aliopelewa na kifungu cha 8(a) cha Sheria ya Mahakama ya Kazi na. 41/67 kama ilivyorekebisha na Sheria Na. 2/93. Kinyume chake, uliwasilishwa na kaimu Kamishna wa Kazi Bw. H. I Kitumbo ambaye kama Katibu Mkuu Wizara ya Kazi alivyothibitisha kwa barua yake yenye Kumb. Na. KZ/M.30/Vol.II/20 ya tarehe 4/2/2002, hakuwa na uwezo huo wa kisheria.

Kwa hali hiyo mgogoro huu wa uchunguzi unafutwa na jalada linafungwa. Inaamriwa kuwa jalada la Kamishna wa Kazi lirudishwe kwake na Msajili, kwa hatua zake kadri atakavyoona inafaa.

Sdg.

A. A. M. SHAYO,
Naibu Mwenyekiti
9/5/2002

Certified true copy of the original.

C. E. R. WILLIAM,
Deputy Chairman
Ag. Registrar

TAARIFA YA KAWAIDA NA. 773

MGOGORO WA UCHUNGUZI

Na. 63 wa 2000

baina ya

SILVANO A. MNAPE & 6 OTHERS - DAR ES SALAAM

na

W. D. C. - DAR ES SALAAM

16/5/2002

Coram:	A. A. M. SHAYO	- D/C
Mlalamikaji:	MR. SILVANO MNAPE	- Yupo
Kny:	MR. CHAMZIMU, TUICO	- Hayupo
Menejimenti	MR. S. LEONARD	- Hayupo
C.C	KAMUGISHA	

AMRI

Mgogoro huu wa Uchunguzi haukuwasilishwa na Kamishna wa Kazi kwa mujibu wa Kifungu cha 8(a) cha Sheria ya Mahakama ya Kazi Na. 41/67 kama ilivyorekebisha na sheria Na. 2/93. Kinyume chake uliwasilishwa hapa Mahakamani na Kaimu Kamishna wa Kazi, Bw. I. S. Killo ambaye imethibitika kwamba hakuwa na uwezo wa kisheria kufanya hivyo.

Ndiyo kusema hakuna chochote kilichowasilishwa kwa vile alicholeta Kaimu Kamishna wa Kazi ni batili, na

Mahakama haina uwezo wa kuchunguza kile kilicho batili. Hivyo mgogoro huu unafutwa na jalada linafungwa. Jalada la Kamishna wa Kazi lirudishwe kwake na Msajili, kwa hatua zake muhimu.

Sdg.
A. A. M. SHAYO,
Naibu Mwenyekiti
16/5/2002

Certified true copy of the original.

C. E. R. WILLIAM,
Deputy Chairman
Ag. Registrar

TAARIFA YA KAWAIDA NA. 774

MGOGORO WA UCHUNGUZI

Na. 27 wa 2000

baina ya

MOHAMED CHILUNDUMA - DAR ES SALAAM
na

KAMPUNI YA SIMU TANZANIA - DAR ES SALAAM

10/4/2002

Coram:	A. A. M. SHAYO	- D/C
Ass:	Bw. S. L. MBEZI, ATE	- Yupo
	Bw. M. MJEMA, COTWU	- Yupo
Mlalamikaji:	Bw. M. CHILUNDUMA	- Yupo
Menejimenti:	MR. KARIWA, ADV	- Yupo
C. C	KAMUGISHA	

AMRI

Kwa kuwa mgogoro huu wa uchunguzi haukuwasilishwa mahakamani na Kamishna wa Kazi kwa mamlaka aliyopewa na Sheria - Kifungu cha 8(a) cha Act 2/93, na badala yake uliwasilishwa na Kaimu Kamishna wa Kazi, Bw. Killo, na ambaye kama Katibu Mkuu Wizara ya Kazi alivyothibitisha, hakuwa na mamlaka au uwezo wa kisheria kufanya hivyo, naufuta mgogoro huu na jalada linafungwa. Inaamriwa kuwa Msajili alirudishe jalada la Kamishna wa Kazi kwake, kwa hatua zake muhimu kadri atakavyoona inafaa.

Sdg.
A. A. M. SHAYO,
Naibu Mwenyekiti
10/4/2002

B. E. NYAMUBI,
Registrar

TAARIFA YA KAWAIDA NA. 775

UCHUNGUZI WA MGOGORO WA KIKAZI

NA. 6 WA MWAKA 1997

baina ya

OTTU KNY. F. M. KALIWAYA NA WENZAKE 189 - DAR ES SALAAM
na

DARBREW LIMITED - DAR ES SALAAM

UAMUZI

Shayo, D/C

Mpaka naandika uamuzi huu wa pingamizi la awali, hakuna Muungwana mshauri hata mmoja aliyeweza kuniletea maoni yake kimaandishi kama walivyokuwa wametakiwa. Hivyo, naongelea mwenyewe katika kutayarisha uamuzi huu. Wakati wa kusikiliza shauri hili, maombi yalitolewa na wawakilishi wa pande zote mbili kuruhusiwa kuleta "Written submissions" juu ya pingamizi la awali lililotolewa na mlalamikiwa, na ombi hilo lilikubaliwa. Awali kabisa katika utetezi wao, mlalamikiwa alikuwa ametoa pingamizi la awali lenye hoja mbili. Kwanza, kwamba mambo yaliyowasilishwa Mahakamani kwa uchunguzi kamwe hayahusiani na mgogoro wa kikazi bali teknolojia ya uzalishaji na uuzaji wa pombe ambayo si jukumu la Mahakama hii kuhoji. Pili, kwamba walalamikaji hawana walichopungukiwa na wala hawakuomba tuzo wala ufumbuzi wowote iwapo Mahakama itathibitisha malalamiko yao, hivyo uchunguzi huu ukifanyika hakuna faida yoyote kwa tu walalamikaji bali kupoteza muda muhimu wa Mahakama na Mlalamikiwa.

Msomi Kariwa ambaye anamwakilisha mlalamikiwa, akielezea hoja ya kwanza alifafanua kwamba kwa kawaida mgogoro wa kikazi unaotakiwa kufanyiwa uchunguzi ni ule unaoathiri ajira ya wafanyakazi au mikataba inayohusiana na ajira zao wafanyakazi. Alidai kuwa kifungu cha 15(2) (a) cha Act 3/90 kinaainisha wazi mamlaka ya Mahakama hii iwapo kuna mgogoro wa kikazi unaohitaji kutatuliwa. Aliendelea kudai kwamba kilichowasilishwa mahakamani ni suala la teknolojia ya uzalishaji na uuzaji wa pombe ambayo siyo jukumu la Mahakama hii kuhoji. Kwamba walalamikaji wameshindwa kuonyesha au kuthibitisha ni jinsi gani matumizi ya unga mbovu na hamira iliyoharibika, matumizi mabaya ya fedha kutengeneza magari ya watu binafsi, au kupangishiwa mtumishi wa kiwanda hicho nyumba, vimeweza vipi kuathiri ajira zao au kuhusiana na mgogoro wa kikazi.

Malalamiko kama hayo, anasema yalitakiwa yapelekwe kwa Manejiment ya Kiwanda, kwani hayawezi kuathiri ajira za walalamikaji bali yanaweza kuathiri uzalishaji au watumiaji, kitu ambacho siyo jukumu la Mahakama hii kuhoji. Kwa hali hiyo, anasema Msomi Kariwa, madai haya yapo mahakamani kinyume cha Sheria kwa kutokuwepo Mgogoro wa Kikazi kufanyia uchunguzi. Kilichopo ni

majungu tu ambayo hayahusiani na Mgogoro wa Kikazi, anasema. kuhusu hoja ya pili, msomi Kariwa aliendelea kubaini kuwa walalamikaji, kama ilivyo kawaida hawakuomba tuzo iwapo madai yao yatathibitishwa mahakamani. Ni hoja yao kwamba hata kama Mahakama hii tukufu itafanyia ufumbuzi madai hayo itakuwa inapoteza muda wake muhimu kwani walalamikaji hawakuomba tuzo yoyote baada ya uchunguzi huo. Ni rai ya Mlalamikiwa kwamba kilichowasilishwa mahakamani ni majungu yenye nia ya kumsumbua mlalamikiwa na kupoteza muda muhimu wa mahakama; kwa kuitaka mahakama hii ifanyeie uchunguzi madai ambayo hayana uhusiano na ajira wala mazingira ya ajira zao. Hivyo anaomba madai ya walalamikaji yatupiliwe mbali maana hayana msingi wowote na yapo mahakamani kinyume cha taratibu.

Katika majibu yake Bw. Chamzimu kwa niaba ya walalamikaji amedai, kuwa hoja ya kwanza, Mahakama hii ya Kazi inayo mamlaka ya kufanya uchunguzi wa shauri hili kwa sababu huu ni mgogoro wa uchunguzi uliowasilishwa na Kamishna wa Kazi kwa mujibu wa kifungu cha 8(a) cha Act Na. 2/93. Akinukuu kifungu hicho, Bw. Chamzimu aliendelea kudai kuwa Kamishna ametimiza wajibu wake wa Kisheria kwa kuwasilisha mgogoro huu hapa kufanyiwa uchunguzi na kisha mahakama itoe tuzo au kumfahamisha Kamishna ipasavyo. Aidha amedai kuwa mlalamikiwa amejichanganya kwa kuufananisha mgogoro huu wa uchunguzi na Mgogoro wa Kikazi, hivyo ni rai yake kuwa hoja hii itupiliwe mbali. Kuhusu hoja ya pili, ameendelea kudai kuwa madai ya mlalamikiwa kwamba hawakuomba tuzo hayana msingi kwa sababu kwenye aya ya 3.2 ukurasa wa 3 ya Kumbukumbu yao ya madai, wanaomba mahakama hii katika kuchunguza kwake iangalie jinsi ya kupatia ufumbuzi wa hayo yaliyojitokeza katika mgogoro huu. Pia anasema, kwenye aya ya 3.3 wameiachia Mahakama ya Kazi itoe maono au maamuzi yake yoyote ambayo itaona yanafaa. Bw. Chamzimu amepinga pia madai ya walalamikiwa kuwa kilichopo mbele ya Mahakama hii ni majungu, na kusema kuwa mashahidi wataitwa wakati wa kusikilizwa shauri lenyewe, na ndipo Mahakama itakapobaini na kutoa uamuzi wake. Kwa hali hiyo, ni rai ya walalamikaji kuwa hoja ya pili haina nguvu itupiliwe mbali; na hivyo pingamizi la awali litupiliwe mbali na shauri liendeleo kusikilizwa.

Baada ya kupitia na kutafakari kwa makini na kwa kina maelezo ya hoja za pande zote mbili kuhusiana na pingamizi la awali la mlalamikiwa, ni vema nikasema tu na mapema kwamba utata uliobainika kutokana na majibizano ya kimaandishi ya pande zote mbili ni tafasiri sahihi ya neno "Trade Dispute" (mgogoro wa Kikazi) unatakiwa kufanyiwa uchunguzi na Mahakama ya Kazi. Ni kweli kwamba, na hilo halina ubishi, kuwa huu ni mgogoro wa uchunguzi, uliowasilishwa na Kamishna wa kazi kwa mujibu wa kifungu cha 8(a) cha Sheria ya Mahakama ya Kazi Na. 41/67 kama ilivyorekebishwa na Act. 2/93. Lakini ni ukweli pia kwamba kinachopaswa kufanyiwa uchunguzi chini ya kifungu hicho si mgogoro

kama anavyodai. bw. Chamzimu; bali ni mgogoro wa Kikazi (trade dispute). kama hivyo ndivyo, ni mambo yapi yanayotakiwa kuangukia kwenye tafsiri ya "trade dispute" ili yaweze kufanyiwa uchunguzi. Kupata jibu la hilo, hatuna budi kuangalia tafsiri ya "trade dispute" kama ilivyoainishwa kwenye kifungu cha 3 cha Act 41/67, (as amended by Act 2/93), nanukuu:-

"Sec. 3.

"Trade dispute" means any dispute between an employer and employee in the employment of that employer connected with employment or non-employment or the terms of employment, or with the conditions of labour of those employees or such an employee".

Kwa tafsiri ya kiswahili chepesi, ina maana kwamba ili mgogoro uwe na sifa ya kuitwa mgogoro wa kikazi, ni lazima uwe baina ya mwajiri na mwajiriwa au waajiriwa, unaohusiana na ajira au kukosa ajira au hali za ajira au hali ya kazi ya waajiriwa au mwajiriwa. (msisitizo ni wangu). Jambo muhimu la kuuliza sasa ni kama madai ya walalamikaji waliyo peleka kwa Kamishna wa Kazi, na kisha yeye kuyawasilisha, Mahakama ya Kazi kufanyiwa uchunguzi yanahusiana na mgogoro wa kikazi kwa maana ya tafsiri hiyo. Sawa na alivyosema msomi Kariwa, na kulingana na kumbukumbu zilizopo, malalamiko au madai yaliyotolewa yalihusu matumizi ya unga mbovu na hamira katika uzalishaji wa pombe ya chibuku, na matumizi mabaya ya fedha za kiwanda kutengeneza magari ya watu binafsi na kumpangishia mtumishi wa kiwanda hicho nyumba, kulikofanywa na mwajiri wao Kiwanda cha Darbrew Ltd. Sina budi kuungana na msomi Kariwa na kusema kwamba, mambo yote matatu yanayo lalamikiwa na walalamikaji hayahusiani kamwe na tafsiri ya mgogoro wa kikazi. hayo ni masuala ya teknolojia ya uzalishaji na uuzaji wa pombe na utawala, ambayo hayaathiri au kukwamisha ajira na maslahi ya wafanyakazi/walalamikaji. Hayana mwingiliano au athari zozote na suala la ajira, au kukosa ajira au hali ya kazi au ajira ya waajiriwa/walalamikaji. Sana sana hayo ni matatizo ya uendeshaji na utawala ambayo yangaliweza kushughulikiwa na kurekebisha na Menejimenti ili mradi hayaathiri ajira au hali ya ajira au hali ya kazi ya waajiriwa.

Kama hivyo ndivyo, ni ukweli usiopingika kuwa madai hayo ya walalamikaji yaliyowasilishwa na Kamishna wa Kazi kufanyiwa uchunguzi kamwe hayahusiani na mgogoro wa kikazi, bali yanalenga kwenye teknolojia ya uzalishaji, uuzaji wa pombe (marketing) na utawala, mambo ambayo si jukumu la mahakama kuhaji au kufanyiwa uchunguzi. Ndiyo kusema kwamba Mahakama hii ya Kazi haina uwezo mamlaka ya kufanya uchunguzi mambo hayo yaliyoletwa kinyume cha Sheria kwa kutokuwepo mgogoro wa kikazi wa kufanyiwa uchunguzi kama sheria inavyotaka. Kwa hiyo, hoja ya kwanza ya pingamizi la awali la mlalamikiwa inakubaliwa na madai ya walalamikaji yanatupiliwa mbali.

Sasa kwa vile imeshaonekana na kuamuliwa kwamba hapakuwepo na mgogoro wa kikazi wa kufanyiwa uchunguzi moja kwa moja nayo hoja ya pili haina maana tena kuwepo. Kwa hiyo basi mgogoro huu wa kikazi wa uchunguzi hauna uhalali wowote mbele ya Mahakama hii na unatupiliwa mbali na jalada linafungwa.

Uamuzi huu unakuwa tuzo ya Mahakama ya Kazi na kuwa na nguvu ya kisheria mara moja.

Umetolewa nami leo hii Ijumaa tarehe 15/3/2002 mbele ya wahusika.

A. A. M. SHAYC
Naibu Mwenyekiti
15/3/2002

Certified true copy of the original.

B. E. NY. 37
Registra

TAARIFA YA KAWAIDA NA. 776

DEED POLL ON CHANGE OF NAME

By this deed I TIMOTHY JAMES HOLM of P.O. Box 261 ARUSHA do hereby wholly, absolutely and utterly renounce, relinquish and abandon the use of my former name TIMOTHY JAMES HOLM and in substitution of my former name, the name of TIMOTHY JAMES HOLM MALLORY.

For the purpose of evidence of such determination hereby declare that I shall at all times here after in all records, deeds documents and other writings and in all suits and proceedings as well as in all public and private dealing and transactions and occasions whatsoever use and subscribe the said name of TIMOTHY JAMES HOLM MALLORY as my name in lieu of substitution for my former name TIMOTHY JAMES HOLM.

I hereby expressly, authorise and require all and every person and whosoever at all times after the date here of to designate described address it by the accepted name of TIMOTHY JAMES HOLM MALLORY.

In witness where of I here in substitute my old name TIMOTHY JAMES HOLM by the new name of TIMOTHY JAMES HOLM MALLORY and have set my hand at Arusha this 18th of July, 2003.

This declaration has been
Subscribed before me this
23rd day of July, 2003

Deponent's Signature

Resident Magistrate Commission for Oath

TAARIFA YA KAWAIDA NA. 777

UTHIBITISHO NA USIMAMIAJI WA MIRATHI
(Katika Mahakama Kuu ya Tanzania, Dar es Salaam)

SHAURI NAMBARI 31 YA MWAKA 2003

*Maombi ya Barua za Usimamiaji wa Mirathi ya**Harish Velji Pitamber, Marehemu*

na

Rajan Harish Pitamber, Msimamizi

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 za usimamiaji wa Mirathi kwa muombaji aliyetajwa hapo juu/Waombaji waliotajwa hapo juu.

Mapingamizi yoyote kuhusu maombi haya yawe yameandikishwa mnamo au kabla ya tarehe 3 Mwezi wa Novemba Mwaka wa 2003.

Imewasilishwa Dar es Salaam leo tarehe 5 Mwezi wa Agosti Mwaka wa 2003.

.....
Naibu Msajili Mwandumizi

TAARIFA YA KAWAIDA NA. 778

UTHIBITISHO NA USIMAMIAJI WA MIRATHI
(Katika Mahakama Kuu ya Tanzania, Dar es Salaam)

SHAURI NAMBARI 25 YA MWAKA 2003

*Maombi ya Barua za Usimamiaji wa Mirathi ya**Severine F. Lupala, Marehemu*

na

Joseph Lupala

Catherine Mwaipungu,

} Waombaji

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 za usimamiaji wa Mirathi kwa waombaji waliotajwa hapo juu.

Mapingamizi yoyote kuhusu maombi haya yawe yameandikishwa mnamo au kabla ya tarehe 12 Mwezi wa Novemba Mwaka wa 2003.

Imewasilishwa Dar es Salaam leo tarehe 12 Mwezi wa Agosti Mwaka wa 2003.

.....
Naibu Msajili Mwandumizi

TAARIFA YA KAWAIDA NA. 779

UTHIBITISHO NA USIMAMIAJI WA MIRATHI
(Katika Mahakama Kuu ya Tanzania, Dar es Salaam)

SHAURI NAMBARI 28 YA MWAKA 2003

*Maombi ya Barua za Usimamiaji wa Mirathi ya**Rasikbhai Shankerbhai, Marehemu*

na

Manojkumar Rasikbhai Patel, Muombaji

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 za usimamiaji wa Mirathi kwa muombaji aliyetajwa hapo juu.

Mapingamizi yoyote kuhusu maombi haya yawe yameandikishwa mnamo au kabla ya tarehe 13 Mwezi wa Oktoba Mwaka wa 2003.

Imewasilishwa Dar es Salaam leo tarehe 1 Mwezi wa Agosti Mwaka wa 2003.

.....
Naibu Msajili Mwandumizi

TAARIFA YA KAWAIDA NA. 780

IN THE HIGH COURT OF TANZANIA AT MTWARA
PROBATE AND ADMINISTRATION CAUSE NO. 1 OF 2003

*In the matter of the Estate of the late**Omari Hassani*

and

In the matter of the Application for probate by Abdallah
Saidi Napembeja

GENERAL CITATION

(Rule 75)

All persons claiming to have any interest in the estate of the above named deceased are here by cited to come and see the Proceedings if they think fit before the grant of probate is made to the above named petitioner.

Objections to the grant should be filed within 90 days of the publication of this citation in the gazette

Dated at Mtwara this 5th day of June, 2003

.....
District Registrar Mtwara

TAARIFA YA KAWAIDA NA. 781

KUTANGAZA SIKU ZA UTEUZI WA WAGOMBEA
KATIKA CHAGUZI NDOGO ZA MADIWANI(Chini ya kifungu cha 41(1) cha sheria ya Uchaguzi wa
Madiwani Na. 4 ya 1979)

Kwa mujibu wa kifungu cha 41 (1) cha Sheria ya Madiwani ya 1979, Tume ya Taifa ya Uchaguzi inatangaza kwamba siku ya Uteuzi wa Wagombea Udiwahi katika kata zilizotajwa hapa chini itakuwa tarehe 22 Oktoba, 2003 saa 10.00 alasiri.

Hivyo atakayependa kugombea anatakiwa kuwasilisha fomu za uteuzi kwa Msimamizi/Msimamizi Msaidizi wa Uchaguzi wa Kata inayohusika siku ya tarehe 22 Oktoba, 2003 kabla ya saa 10.00 alasiri.

Halmashauri ya		Kata	
1	Wilaya ya Dodoma	1 2 3	Mwitikira Bahi Mphamantwa
2	Manispaa ya Dodoma	1 2	Kikuyu Kusini Chamwino
3	Wilaya ya Iringa	1	Kiwere
4	Manispaa ya Moshi	1	Pasua
5	Wilaya ya Hai	1 2	Masama Kusini Masama Rundugai
6	Wilaya Same	1	Mhezi
7	Mji wa Kigoma - Ujiji	1	Bangwe
8	Wilaya wa Kibondo	1 2	Nyamtuksa Kasanda
9	Mji wa Bukoba	1	Hamgembe
10	Wilaya ya Biharamulo	1	Makurugusi
11	Wilaya ya Ngara	1	Rusumo

Halmashauri ya		Kata	
12	Mji wa Lindi	1	Makonde
13	Wilaya ya Ruangwa	1	Nambilanje
14	Wilaya ya Burda	1	Namhula
15	Wilaya ya Musoma	1	Bukima
16	Mji wa Musoma	1	Nyakato
17	Wilaya ya Geita	1	Nyakagomba
18	Wilaya ya Misungwi	1	Misasi
19	Wilaya ya Ulanga	1	Lupilo
20	Wilaya ya Tandahimba	1	Mdimba Mnyoma
21	Wilaya ya Kyela	1	Ikama
22	Manispaa ya Mbeya	1	Nsalinga
23	Wilaya ya Mkuranga	1 2	Mbezi Shungubweni
24	Wilaya ya Songea	1	Mpitimbi
25	Wilaya ya Mbinga	1	Linda
26	Wilaya ya Bariadi	1	Nkoma
27	Manispaa ya Shinyanga	1	Ibadakuli
28	Manispaa ya Tanga	1	Tangasisi
29	Wilaya ya Handeni	1 2	Chanika Kabuku
30	Wilaya ya Lushoto	1 2	Mng'aro Kwai
31	Manispaa ya Tabora	1	Kanyenye
32	Wilaya ya Tabora	1	Bukumbi
33	Wilaya ya Tunduru	1	Mtina

Dar es Salaam,
29 Agosti, 2003

R. R. KIRAVU,
Mkurugenzi wa Uchaguzi