

Helsingør, 21. januar 2005

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| LO I NORGE | | |
| SAK-DØKNR. 03/02354-38 | ARK.NR. 873.1 | |
| 27 JAN 2005 | | |
| AVD. IFS | SAKSBEH. Nm | BEH.I MØTE |

Kære Øystein

Vedlagt følger evalueringsrapport vedr. IUF projektet i Zambia og Tanzania. Som tidligere nævnt har jeg lagt vægt på det operationelle. Rapportens konklusioner og anbefalinger skulle gerne kunne benyttes i LO's videre arbejde. Jeg syntes ikke, at jeg kunne komme med én enkelt anbefaling på baggrund af de resultater, der er opnået. Jeg synes, der til trods for mange "shortcomings" er opnået gode resultater, som det i det mindste er vigtige at fastholde. Men samtidig synes jeg, at LO burde overveje om man ikke skulle være endnu mere ambitiøs - evt. i samarbejde med en eller flere andre donorer - og satse på et projekt for organisering inden for hele den ekspanderende turistsektor i Østafrika + Zambia.

Jeg ved naturligvis, at nogle af de "shortcomings", som jeg nævner er korrigeret i LO's arbejde bl.a. gennem en mere konsekvent brug af LFA, men de må alligevel nævnes. Et af de forhold, som jeg måske synes er allervigtigst at understrege, er behovet for pålidelig statistik allerede fra starten af et projekt.

Det har været en interessant opgave. Der er naturligvis altid punkter, jeg kunne have tænkt mig at gå dybere i, men jeg håber, at rapporten giver et rimeligt dækkende billede. Jeg er naturligvis gerne til rådighed mht. en egentlig debriefing i Oslo.

Med venlig hilsen


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Evaluation of the IUF - LO-N Project
“Organising and training in the hotel- and restaurant sector” in
Tanzania and Zambia.

15th to 28th of November, 2004

Report prepared by
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January 2005

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Acknowledgement

I would like to express my thanks to all officials and individuals met for the hospitality, the support and valuable information which I received during my mission to the IUF regional office in Johannesburg, South Africa and the two project countries Zambia and Tanzania. I am also very grateful for the logistic and other assistance provided by HCWUZ, Zambia and CHODAWU, Tanzania, which highly facilitated the evaluation work.

I would also like to thank the IUF-headquarters in Geneva for providing valuable supplementary information during a meeting in January.

Finally I am grateful to LO Norway that supplied me with written and electronic documentation.

While I have received a lot of information, I am solely responsible for the content of the report.

Per Bo.

EXECUTIVE SUMMARY

Background

The first initiative to start a project for the Hotel sector in Tanzania and Zambia began with a contact between the Hotel union of Tanzania, CHODAWU and its Norwegian counterpart HFTU. Later a contact was taken with the international organization to which both were and are affiliated, IUF - the International Union of Food, Agricultural, Hotel, Restaurants, Catering, Tobacco and Allied Workers Associations. IUF had also been in contact with the Zambian affiliate HCWUZ and a project application to support the two affiliates was sent to LO-Norway with which HFTU also had been in contact.

Through the consultations the project became a multilateral project with IUF responsible for project-implementation, but the project started without clearly defined objectives. Objectives were mentioned and project-planning workshops were conducted, but there was neither a contract nor one project document shared by all the stakeholders.

In both countries there has been growth as far as potential members are concerned in particular as the tourist sector has been growing, but there has also been new challenges as changes have taken place within the hotel sector, in particular in connection with privatization.

Findings – Conclusions.

The activities have been very relevant to the needs of the two unions providing training on recruitment, on collective bargaining, and providing special training for women. One of the best indicators of this has been that the two unions have been able to enter into an impressive number of comprehensive Collective Bargaining Agreements - CBAs. Although the statistical data is not quite reliable, there is no doubt that the number of members has increased. The project seems to have strengthened the structures of both unions and it should be possible for the two unions to sustain a critical level of activities.

A lot of changes have taken place within the hotel- and tourist-sector within the life span of the project. Most of the changes have been outside the influence of the unions. New opportunities have shown up with the growth of the tourist-sector, however ownership of hotels/restaurants has changed frequently with immediate negative consequences for the members as the existing CBA normally becomes invalid and a new one has to be negotiated.

The unions have been able to overcome some of the problems, which have led to an increase in membership, but the full potential has not been exploited.

On the positive side it should be mentioned that both unions seem to have devoted leaders.

As far as project implementation was concerned the project was hampered by – as mentioned – the lack of a joint unambiguous agreement. Instead of an agreed logic project document the applications served as directions.

Although a lot of data have been collected, the statistics have often been unreliable and not seen as an important management tool.

The project has, in reality, been two projects one via IUF with HCWUF and one via IUF with

CHODAWU. There has not been any direct exchange of experiences between the two unions, hence no clear synergy

The project did not seriously address one of the major stated objectives: to deal with the Hotel chains. Proper data had not been available and does not seem to have been a concern neither for the two unions nor for IUF

The resources allocated to IUF – the regional office, Africa – to implement and supervise the project did not seem to be sufficient which meant delays and that opportunities were lost. The financial management of the project had not been quite satisfactory. That was agreed, but the different stakeholders gave different reasons. The consequence was cuts in allocations, which did not solve the real problem

The advice from IUF was appreciated, but the role of IUF, in reality, seems to have been project management rather than advice in the field where IUF should have its comparative advantage that is to provide expert advice specifically geared towards the hotel sector and in a wider context the tourist sector.

It seems that although good results have been achieved, the potential of the project has not been fully utilised.

Recommendations.

Good results and lack of utilisation of the potential has also been the point of departure when considering what to recommend for the future beyond 2005, hence two options are presented. As they are quite different in scope and financial consequences neither of the two sets of recommendations is favoured.

In both cases the point of departure has been the good results that have been obtained.

One the first alternative tries to sustain the achievements that have been obtained through the project and the other alternative tries to exploit the potential of the project. In both cases the point of departure has been the good results that have been obtained.

1. The first alternative is to recognise the achievements, which have been obtained and during the remaining period of the project - until end 2005 - develop a strategy to sustain those achievements.

In this case it is recommended to consider that the project is extended for a short period of time, say two years, while the external financial support is faced out. The project is not recommended to expand as far as countries and sectors are concerned. It should be limited to the hotel sector, hence major changes as far as project management is not suggested.

In the case the project is extended for say two years it is however recommended that a project document is worked out with clear objectives and a clear strategy on how to reach the level of sustainability that has been agreed.

2. The second alternative is much more ambitious. It is recommended to consider a project, which deals with the hotel and restaurant sector as part of the Tourist sector in full. The tourist sector is an

important sector and a growth sector in Africa as far as employment and income is concerned not the least in East Africa.

If the more ambitious approach is chosen, it has other implications. In that case it is recommended

- To consider to station an (expert) adviser on tourism etc. in the area covered by the project, and
- it should be considered to include more countries i.e. Kenya and Uganda as suggested by IUF.

However if the unions of the two countries are to be included it is recommended that before the inclusion a proper assessment of both opportunities and risks of including the two unions should be carried out.

It is also recommended to consider a project structure where LO Norway has the management and financial responsibility for the project. (See appendix 2, figure 2).

At the same time it is recommended to consider the establishment of a project advisory committee (PAC) consisting of the primary stakeholders: the four unions, IUF, LO Norway and HFTU, Norway. This should enhance exchange of experience between the stakeholders. (Appendix 2, figure 3).

It is recommended that - if an advisor on tourism is to be included in the project - to consider the Terms of Reference for the advisor He or she may be employed by IUF and be seconded to the project or directly to the project by LO-N. (In either case it is important that the experience gained through the project can be shared with other member-organisations of IUF). A research component should also be included in the project (it could be part of the responsibility of the advisor on tourism).

It is also recommended to make a provision to support study visits to relevant countries/institutions and to facilitate relevant exchange visits between the stakeholders.

It is recommended - as the costs of this ambitious project for the tourist sector may become high - to consider a multi-donor approach.

In either alternative the unions are facing communication problems. Often that is considered primarily a transport problem. There is definitely a transport problem. However, in order to find sustainable solutions it is recommended to try to put emphasis on electronic communication wherever possible, as the price on the hardware for electronic communication (computers both stationary and portable) is expected still to fall in real terms, hence it is recommended as part of a sustainability strategy to consider through the project to provide computers (if possible laptops) to those regions in the two (four) countries that have the biggest potential. Access to the Internet - e-mail-communication - should be considered. It is also recommended to include relevant computer training. At the same time it is recommended that the two unions be obliged to provide support for other regions with a potential, as income from membership dues increases.

1. INTRODUCTION

1.1 Background

In 1998 the young Union of Hotel workers of Tanzania Chodawu got in contact with its Norwegian counterpart, The Hotel and Restaurant Workers' Union of Norway - HRAF which eventually resulted in an application in 1999 from the International Union of Agricultural, Hotel, Restaurant, Catering, Tobacco and Allied Workers – IUF to the Norwegian Federation of Trade Unions - LO-Norway - for project-support for two of IUF's affiliates CHODAWU of Tanzania as well as HCWUZ of Zambia. The application was approved and the project began operation in the second half of year 2000. The project was also supported by the Norwegian counterpart - HRAF.

The project has continued since then. The procedure has been that IUF every year has sent an application to LO-Norway. The applications have been approved but during the later years the budgets applied for have been reduced due to non-utilization of the funds previously allocated.

The main stakeholders of the project are HCWUZ of Zambia, CHODAWU of Tanzania, IUF and in Norway the Norwegian Union of Hotel and Restaurant Workers (HRAF) and LO-Norway.

The IUF has the over-all responsibility for implementation of the project. The project structure is shown in appendix 2, figure 1. The IUF headquarters in Geneva has the responsibility towards LO-Norway while it is the IUF regional representative, Africa who is in practice is in charge of the implementation.

In 2003 IUF suggested that the project should be enlarged to include the affiliate unions in Kenya and Uganda. LO-Norway did not want to include the two unions at that stage. It was implicitly understood that the current project should be evaluated before a decision on enlargement should be taken.

1.2. Purpose of the evaluation

In 2004 LO Norway decided that the IUF-project on "organising and training in the hotel- and restaurant sector in Tanzania and Zambia", which they had supported since 2000 should be evaluated. The target groups have been leaders, shop stewards and members of these two national unions. The activities have mainly been training and assistance towards membership recruitment.

The purpose of the evaluation was to assess the performance and progress, and to see if the results and objectives were being met. It was further required to evaluate the projects in order to form a basis for decisions in LO-Norway regarding possible finalising or continuation of the co-operation with IUF in this sector after 2005.

The strengths or weaknesses of the project and the involved parties should be reviewed, and if appropriate recommendations should be made for follow-up regarding the remaining period for the

project (up to the end of 2005) as well as recommendations regarding possible continuation or termination of the project after 2005.

It was decided that an evaluation should take place in 2004 and the 7th of October a contract was signed with the undersigned consultant to carry out an evaluation of the project according to the Terms of Reference annexed in appendix 1.

Hence the evaluation is limited to the terms of reference.

1.3 Methodology

Collection of project documentation

The LO-Norway made an extensive number of documents available either through paper copies or electronically.

The documentation included correspondence with IUF and with NORAD.

The IUF regional office provided further information as did the two unions in Zambia and Tanzania.

Interviews

Interviews were made with LO-N in Norway, with the IUF regional representative, Africa in Johannesburg, with the LO-Norway regional representatives (Africa), with HCWUZ in Zambia including national leaders and some branch leaders and participants in the training and with Chodawu in Tanzania including national leaders and some branch leaders and participants in the training. The full list of people interviewed is shown in appendix 3

The interviews were normally carried out as open interviews followed-up by a structured interview according to (or checked against) the Terms of Reference. In this way the TOR did not a priori limited the subjects which were discussed.

Site visits

Offices of the unions as well as Hotel sites were visited.

1.4 General observations

Problems faced

The Terms of Reference for the evaluation have been clear. However a major concern has been that from the start there has not been a clear project document or a contract between LO Norway and IUF which normally otherwise would be the case. The annual applications from IUF seem to have served the purpose of a project document. The LFA was not applied from the start but gradually more and more elements have been included in the annual applications. It should however be mentioned that a

planning seminar was held with the Tanzanian organisation Chodawu in July 2000. During that seminar some "Goals", "Purposes", "Immediate and Long Term objectives" were drawn up.

In the correspondence between LO Norway and IUF a life span of three years for - the first phase of - the project is mentioned.

There has been confusion about the terminology and the definition of the different elements and sometimes they have been mixed. For instance a confusion between what are development and what are immediate objectives. The code word for development objectives is to contribute, which means that the objective is not necessarily to be reached within the life span of the project. The code word for the immediate objectives is to achieve, which means that the objective is to be achieved within the life span of the project.

(As mentioned there has been improvement and it should be noted that the IUF has tried to apply the Nordic-Dutch handbook for project-applications).

It is important to measure the impact of the project. That is the reason why it is required to have "indicators of achievement". To give an example in the application for 2004 the following "indicators of achievement" are mentioned:

- Increased membership of the trade unions
- Availability of collective agreements in branches established
- A cadre of activists trained as organisers, educators and negotiators
- Women representation in decision-making levels
- Mutual support and solidarity among the participating unions

But how do you measure/quantify "increased membership" ?

What does it mean: Nominal members ? Signed up members or Dues paying members ?

Collective Bargaining Agreements - CBAs:

How do you count ?

Number of CBAs ? or Number of people covered by CBAs ?

There are a lot of questions to be answered.

Statistics.

It was found that there was a big need for developing "relevant" statistics. The statistics have been faulty and it has not been possible to use the statistics as a "management tool". For instance the statistics very often the only included new recruited members and did not include members lost for various reasons. Neither would it be possible to work out a proper strategy for sustainability.

"Sustainability" is mentioned in the applications, but it appears that it is only lately that a more serious discussion about "sustainability" has taken place.

The question about sustainability is a crucial question and a question that should be dealt with from the very start of a project. (It could be a topic at the project planning workshop).

A serious discussion about sustainability will also - nearly automatically - lead to a discussion on other crucial matters as project strategy and statistics and data-collection.

It also leads to a discussion about the expected life-span of the project and to the level of activities
As well as the responsibilities of each of the partners.

In the following the overall project structure is presented .

After that the two programmes in Tanzania and Zambia respectively are presented in the context of the
political, social and economic environment of the respective countries.

The findings according to the Terms of Reference -TOR are presented in section 5 followed by
conclusions and recommendations.

2. PROJECT STRUCTURE

At present the IUF has the overall responsibility of the implementation of the project. The structure of the project (line of responsibilities) is shown in appendix 2 figure 1.

In practice the responsibility has been with the IUF regional representative, Africa. The activities have normally been carried out as agreed and there has been room for flexibility. However it seems the capacity of the IUF regional office is a constraint. In three consecutive years 2002, 2003, 2004 the project has not according to LO-Norway been able to utilise the funds allocated and the non-utilised funds had to be returned to NORAD, although it was claimed by HCWUZ as well as Chodāwu that they would have been in a position to utilise more funds through extension of relevant training.

The HCWUZ and Chodawu thought it would be a good idea that funds were allocated directly from LO-N.

The LO-N has visited the project (HCWUZ and Chodewu) several times, normally represented by the LO-Norway regional representative(s) and/or the desk officer from Norway.

The IUF regional representative has not participated in those visits and would have liked that there had been better communication in that connection.

In a possible future project one should consider whether to revise the structure of the project in order to

1. secure that the stakeholders are taking care of the fields in which they have comparative advantages and to
2. rationalise the financial management.

3. THE PROGRAMME IN TANZANIA

3.1. Tanzania, Political, Social and Economic situation

Basic data:

| | Tanzania | Norway |
|--|----------|--------|
| Area, 1000 km ² : | 945 | 323 |
| Population, million: | 35,9 | 4,6 |
| Population density, persons per km ² : | 41 | 15 |
| Life expectancy at birth, years: | 43 | 79 |
| Under-five mortality per 1,000 live birth: | 165 | 4 |
| GNI, Billion USD: | 10.2 | 197.7 |
| GNI per capita, USD: | 290 | 43,350 |
| PPP GNI per capita, USD: | 610 | 37,300 |
| Energy use per capita (kgs. of oil equivalent): | 404 | 5,896 |
| GNI per capita, ranking: | 187 | 3 |
| PPP GNI per capita, ranking: | 206 | 4 |
| Human development index: | 0.407 | 0.956 |
| Human development ranking: | 162 | 1 |

The United republic of Tanzania was formed the 26. of April 1964 through a merger of Tanganyika, which got its independence from the United Kingdom in 1961 and Zanzibar, which got its independence from the United Kingdom in 1963. Zanzibar has a semi-autonomous status within the Union.

The first President was Julius K. Nyerere. After a long time with formal – or de facto – one-party rule multiparty democracy was introduced in 1992. However the “old” government party Chama Cha Mapinduzi – CCM still holds a clear majority in parliament with 244 out of 274 seats. The President is Benjamin W. Mkapa (CCM).

Tanzania is one of the poorest countries of the world (See above). Since 1967 when Tanzania adopted its policy of Ujamaa the economy was dominated by state intervention. However after 1986 when Tanzania adopted Structural Adjustment Programmes under IMF/WORLD BANK supervision the economy has been liberalised.

Agriculture has been the most important sector as far as employment is concerned and traditionally also as far as export-earnings were concerned. Major export crops have been coffee, cotton, tea and sisal. In the later years mining has become more important and not the least tourism.

Tanzania has during the years given refuge to a number of refugees in particular from its neighbouring countries. is placed in a region where civil wars have been going on in neighbouring countries. Tanzania has more than 440.000 refugees from Burundi and 150.000 from the Democratic Republic of the Congo - DRC.

Tourism potential

In "Profile of the Labour Market and Trade Unions in Tanzania" it is mentioned that Tanzania has experienced a major increase in Tourism as far as the number of visitors is concerned and as far as earnings are concerned and it is mentioned that Tanzania has a big potential for tourism.

- "After many years of neglect, tourism is now a high priority sector with private investments on the rise, following the trade liberalisation policy. The strategy is geared towards promoting a "low volume, high yield" tourism.

Although the tourism industry has cast doubt on the reliability of the data, according to the Directorate of Tourism the number of visiting tourists has risen from 201,744 in 1992, which earned US\$ 120 million in foreign exchange, to 627,325 in 1999, earning a total of US\$ 733 million. This represents an annual growth rate in earnings of around 25 %. There has been rapid growth in visitors from the EU, which now accounts for around 55 % of the total, with around 25 % of visitors coming from the US ".

Those figures are now five years old. Since then the sector has experienced further growth and the number of employees in the industry has increased and with that the potential membership of Chodawu.

3.2. Labour market and industrial relations

The Labour market, structure and policy as of 2001 is described in "Profile of the Labour Market and Trade Unions in Tanzania" a survey sponsored by the LO-FTF council of Denmark.

With the political transition from 1990 - from a one-party system to a multiparty system - the role of the workers' and employers' organisations (the social partners) changed, giving the partners a challenge to seek stronger influence on the socio-economic development. The social partners in

Tanzania can generally be described as weak, due to insufficient membership, lack of funds, lack of manpower, lack of equipment, lack of sufficient training and lack of influence in the political arena.

Workers' and employers' organisations were not prepared for their new roles in the collective bargaining system after their years as state-based organisations. The legal framework (for instance for independent trade unions) was not in place. Nor were there institutional structures and capacity in place adequate to facilitate the industrial relations system.

Meanwhile the country suffered from the consequences of Structural Adjustment Programme (SAP) with massive retrenchment and rising costs of living, leading to a fall in real income and a consequent threat to industrial peace and harmony.

Tanzania's Labour Laws, among the oldest in Africa, have constituted a problem, as the roughly 15 different laws were very inconsistent in content and style. Recently a reform process has been under way, involving a tripartite taskforce, with the purpose of producing a new, integrated body of labour law. This process, however, has not run smoothly, partly due to traditional conflicts of interest and partly due to low capacity in the Ministry of Labour. The task force is expected to present its recommendations by September 2002. The reform process has been supported by DANIDA.

At present, there are two types of collective agreements in Tanzania, namely statutory agreements and voluntary agreements. The Civil Government and Local Government have their own negotiation system, regulated in two separate acts. The teachers are not included in the statutory machinery. The voluntary agreements, initiated either by the employer or the unions, are registered with the Industrial Court. In the fishing industry, however, the employer has to sign a collective agreement to obtain a fishing licence.

Collective bargaining only takes place in the private sector. Wages for government and parastatal employees are set administratively by the government.

Most unions operate with two different agreements. One contains matters relating to working conditions, annual leave, transport and food allowances, medical expenditure, loans for school fees etc. The other agreement only deals with wages agreed upon at workplace-level, company-level, industrial level or national level. The wage agreements are normally negotiated yearly. The agreements have to be registered at the Industrial Court through the Labour Commissioner and the Minister of Labour and Youth Development. Normally it takes 2- 3 years to have an agreement registered and the agreement has by then long expired.

The Industrial Court can refuse to register an agreement that is not in line with the government's economic policy. "Essential" service workers are not permitted to strike. Other workers have the legal right to strike only after complicated and protracted mediation and conciliation procedures ultimately leading to the Industrial Court, which receives direction from the Minister of Labour and Youth Development. These procedures can prolong a dispute by months without resolving it. Facing this prolonged delay, frustrated workers have frequently staged impromptu, illegal wildcat strikes and walkouts.

- The Industrial Court Act No.3 of 1990 provides for the functions of the Industrial Court, which are:

to determine disputes between employers and workers;
to review and inquire into trade disputes;
to assist in and register collective agreements;
to register production targets;
to register bonuses.

The negotiation machinery also includes the Labour Advisory Board (1-2 meetings yearly), the Wage Council (which has been inactive for a long time) and the Minimum Wages Board. Furthermore, the social partners are represented in national organisations such as the National Vocational Training Council and the National Productivity Council.

Sub-sections under the Regulations of Wages and Terms of Employment Ordinance provide for the creation of staff committees, comprising employers and workers' representatives, with the aim of improving relations between employers and workers. If more than 10 workers in a workplace are unionised, a branch can be formed.

The dispute settlement process is complex, bureaucratic, long and complicated. In principle, the workers enjoy the right to strike, but unions have to follow the procedures involving mediation, conciliation and an Industrial Court decision. The result is that most strikes are illegal. Workers are also practising "lock outs" of management, although it is illegal.

Tripartite bodies

There are a number of tripartite bodies within the labour market, including at national level:

Labour Advisory Board

To advise the Ministry of Labour on all matters relating to labour.

The Minimum Wage Board and Wages Council

For regulating remuneration and terms of employment.

The joint Staff Council for the civil service

To provide a procedure for the settlement of disputes between the government and certain civil servants.

The Industrial Court

To provide for the settlement of trade disputes.

The National Social Security Fund

To operate a social security system for employees who are not covered by other schemes.

To some extent the tripartite structures may seem to be mainly window-dressing, as the government tends to involve the bodies only when it suits them. This seems to be due both to lack of resources and

lack of commitment in the Ministry of Labour. Government has also tended to handpick members without consulting the parties they are supposed to represent, etc.

International Labour Standards.

Tanzania has ratified a total of 35 ILO - Conventions including all the eight fundamental Conventions.

The employers' organisations

In the past, the Association of Tanzania Employers' (ATE) membership comprised parastatals but with the ongoing privatisation of parastatals and the entry of new investors, ATE's membership has declined and ATE is no longer perceived as an organisation representing all the employers. The Confederation of Tanzanian Industries (CTI) and the Tanzanian Chamber of Commerce, Industry and Agriculture (TCCIA) have moved in to fill this vacuum and have begun exerting influence in shaping the government's privatisation, trade and investment policies. In addition there are several industrial sector associations including textile, metal engineering, motor traders, tea, and sisal.

ATE has 850 members with a total of 210,000 employees. ATE is the employers' representative in various tripartite bodies and deals with all legal aspects of industrial relations, including appointing assessors to the Industrial Court. ATE does not have any sectoral structures matching those of the trade unions. It does not have any regional offices, and the secretariat in Dar es Salaam has only four professional staff. ATE has played a role in advocating tripartism and strengthening the labour market system. In July 1995, ATE withdrew from all tripartite bodies, including the assessors at the Industrial Court, due to lack of initiatives from government to reactivate the tripartite machinery for collective bargaining and to revise the labour legislation. ATE later resumed its participation. ATE was heavily involved in the drafting of the Trade Union Bill of 1998 and fought almost side by side with TFTU for labour market legislation reform.

CTI emanated from the Chamber of Commerce and was established as a private chamber in 1991. Today CTI has approximately 245 members from the core of the industry, ranging from the largest industrial companies to smaller, newly started enterprises. The members embrace manufacturing, tourism, construction, transport and infrastructure, media and information technology, consultancies and other supporting businesses. CTI's main activity is to represent the economic interests of the industry -to "Lobby, influence and advice the Government and those with the power to effect change." In addition, CTI organises and runs membership services such as trade fairs, match making, statistics and information about manufacturing and related industries. CTI has succeeded in positioning itself as a relatively strong organisation promoting the economic interests of industry."

3.3. Structure and Organization of Trade Unions

The Labour movement in Tanzania emerged between 1920s and 1955. The conflict of interest between the colonial employers and the employed people was a blessing in disguise for the workers, since it motivated and helped them to develop a working class consciousness which grew among the workers

from common problem and experiences in production, and later expressed itself in the formation of craft unions, sectoral unions and professional associations. Trade Unions were initiated both by labour through class struggle and the colonial state to contain them.

Early 1930s the colonial government passed trade union ordinance in Tanganyika (mainland Tanzania) and a decree in Zanzibar. Formation of trade unions was slow but the dock-workers were already militant. The 1950s saw more proliferation of trade unions and workers' associations both on the Mainland and on Zanzibar. In October 1955, the trade unionists representing workers ranging from Railways, Commerce, agriculture, public servants, Posts and Telecommunications, Docks etc. met to form a federation, the Tanganyika Federation of Labour (TFL). In Zanzibar trade unions based along occupational lines met to form the Zanzibar and Pemba Federation of Labour (ZPFL) in 1959.

At the same time, the 1950s witnessed the emergence of a strong nationalist movement in the form of Tanganyika African National Union (TANU) formed in 1954 and led by Julius Nyerere. In Zanzibar Afro-Shirazi Party (ASP) was born in 1957. The Trade unions' federation in the mainland complimented the political movement in the struggle for independence.

After the attainment of independence in mainland Tanzania in 1961, the trade unions enjoyed some freedom from TANU government interference for about three years. However, in 1964 TFL was banned and a new organisation named the National Union of Tanganyika Workers (NUTA) was established by an act of parliament. It was the government's baby and all independent unions were reduced into mere sectoral units and were lumped together at the national centre. The Secretary General of NUTA was also given the portfolio of minister for labour in order to pre-empt workers' strikes. NUTA was an affiliate of the ruling party. Its main role was to spread the party policies and propaganda. NUTA had branches at district and regional levels.

In 1977, TANU of Mainland Tanzania and the Afro Shirazi Party of Zanzibar voluntarily merged to form Chama Cha Mapinduzi, CCM, and the trade unions were included in the constitution of CCM hence making the workers' organisation as one of the five mass organisations of the party. Other mass organisations were: Women, Youth, Co-operatives and the Parents organisations. In 1978, JUWATA was created to replace NUTA and to cover both mainland Tanzania and Zanzibar. JUWATA's role was to carry party directives to workers and ensure harmony and tranquility between workers and employers. CCM – the ruling party assumed the role of nominating the leadership of JUWATA. JUWATA's structure was similar to its predecessor – NUTA. There were four levels of the union: The national level, the regional level, the districts level and the field branches.

For almost three decades, the workers in Tanzania have been urging the government and the ruling party to reinstate freedom in the labour movement. Since 1992, the trade unions have gradually been freed legally from the patronage of the ruling party.

In August, 1991, the Organisation of Tanzania Trade Unions (OTTU), a transitional apex organisation, was established following the decision made by a JUWATA extraordinary congress. OTTU further obtained its legal status through an act of parliament enacted in 1992. There followed a period of building the organisations whereby new independent trade unions, eleven in number, put their constitutions in place and then held free democratic elections from branch to national eleven. When all

the eleven unions had completed electing their leadership, a national congress of OTTU was held in Dodoma in August 1995. That historical congress made three important decisions: It debated and adopted a new constitution, changed the name of the apex organisation, from OTTU to the Tanzania Federation of Free Trade Unions (TFTU) and finally elected the new national leadership.

The twelve independent unions affiliated to TFTU were:

- I Tanzania Teachers' Union (TTU)
- II Tanzania Union of Industrial and Commercial Workers (TUICO)
- III Tanzania Plantation and Agricultural Workers' Union (TPAWU)
- IV Tanzania Mines and Construction Workers' Union (TAMICO)
- V Researchers, Academicians and Allied Workers' Union (RAAWU)
- VI Tanzania Railway Workers' Union (TRAWU)
- VII Tanzania Local Government Workers' Union (TALGWU)
- VIII Tanzania Union of Government and Health Employees (TUGHE)
- IX Communication and Transport Workers' Union (CUTWU(T))
- X Tanzania Seamen's Union (TASU)
- XI Conservation, Hotels, Domestic and Allied Workers' Union (CHODAWU)
- XII Tanzania Union of Journalists (TUJ)

The structure of the national centre has changed. It no longer maintains regional and districts offices. Affiliate unions have their own structures from branch to national level depending on their numerical strength, needs and financial capability.

But still these unions and the Apex organisation – TFTU continued to operate under the umbrella of OTTU ACT NO 20 of 1991 which registered OTTU as the sole union. In order to operate freely and independently as free Trade Unions and as a National Centre, the Trade Union Act No. 10 of 1998 was enacted in July 2000 which required all unions and the Apex to be registered within the period of three months from July to September 2000. So by September 2000 all eleven unions were registered and in April 2001 the National Congress was held in Dodoma debated and adopted a new Constitution, changed the name of the Apex Organisation once again now from TFTU to TUCTA (Trade Union Congress of Tanzania) and finally elected the new national leadership. The total declared membership in 2001 according to the survey conducted by the LO-FTF council was 308,656.

3.4. CODAWU – Conservation, Hotels, Domestic and Allied Workers' Union

CHODAWU serves the workers employed in Conservation, Hotels, Domestic and Allied Workers sectors.

The Conservation sector includes workers in the National Parks, Game Reserves and other areas of historical importance like the Kaole Ruins on the Coast of Indian Ocean in Bagamoyo District and Environmental Associations and Institutions.

The hotels include those of International status like the Royal Palm Hotel, New Africa, Hotel Embassy and Restaurants, Bars and Tour Operators.

Domestic includes those employed mainly in the private households, in shops, guest houses, butcheries and bakeries.

The "allied section" include those employed mainly in political parties, Trade Unions, Associations, NGO's, Institutions, Security Companies and Petrol stations.

In the informal sector CHODAWU deals with Saloons, Food vendors, Kiosks, Casinos, Laundries, Shoe makers and Shiners, Social and Entertainment clubs and Bars.

CHODAWU – Conservation, Hotels, Domestic and Allied Workers Union was founded in June, 1995 as a Free i.e. independent Trade Union which became affiliated to TFTU now TUCTA.

CHODAWU is registered under the trade union act no. 10 with registration no. 011 issued on 15th September 2000.

Membership Profile:

According to CHODAWU it has about 18,000 dues paying members. About 66% of them are men and 34 % are women. The majority of CHODAWU members are located in Arusha Region. This region has about 38 % CHODAWU also has a large number of members in Dar Es Salaam (Ilala & Kinondoni districts) with a total of about 14.8% i.e. 2,304

The first 6-7 Regions in descending order with total membership are as follows:

- | | |
|------------------|---------------|
| 1. Arusha | 6,840 Members |
| 2. Dar es Salaam | 2,304 Members |
| 3. Morogoro | 1,288 Members |
| 4. Mwanza | 786 Members |
| 5. Kilimanjaro | 777 Members |
| 6. Pwani (Coast) | 680 Members |

As the tourist industry is growing there should be a big potential for more members. CHODAWU has estimated the potential to be at least 50,000 (IUF application for 2004).

CHODAWU'S Structure:

CHODAWU operates around the members and staff structures based on the constitution. The National Executive Council implements the policies laid down by the General Council and directs CHODAWU activities.

The General Secretary of CHODAWU coordinates the planning, implementation and evaluation of all policies and programmes carried out by CHODAWU. Activities have been decentralized in seventeen regions, which are coordinated by Regional Secretaries.

Lastly, Branches complete the Union structure. Union Branches are opened at workplaces provided the number of members is from ten onwards.

3.5. The project

According to CHODAWU the initiative to the project was taken in 1998 when the young Union of Hotel workers of Tanzania - Chodawu got in contact with its Norwegian counterpart, the Hotel and Restaurant Workers' Union of Norway - HRAF. Later contact was established to the International Union of Agricultural, Hotel, Restaurant, Catering, Tobacco and Allied Workers - IUF to which both CHODAWU and HRAF are affiliated. This contact eventually resulted in an application in 1999 from IUF to the Norwegian Federation of Trade Unions - LO-Norway - for project-support for two of IUF's affiliates CHODAWU of Tanzania as well as HCWUZ of Zambia. The application was approved and the project began operation in the second half of year 2000.

4. THE PROGRAMME IN ZAMBIA

4.1. Zambia, Political, Social and Economic situation

Basic data:

| | Zambia | Norway |
|--|--------|--------|
| Area, 1000 km ² : | 752 | 323 |
| Population, million: | 10,4 | 4,6 |
| Population density, persons per km ² : | 14 | 15 |
| Life expectancy at birth, years: | 37 | 79 |
| Under-five mortality per 1,000 live birth: | 182 | 4 |
| GNI, Billion USD: | 3.9 | 197.7 |
| GNI per capita, USD: | 380 | 43,350 |
| PPP GNI per capita, USD: | 850 | 37,300 |
| Energy use per capita (kgs. of oil equivalent): | 638 | 5,896 |
| GNI per capita, ranking: | 176 | 3 |
| PPP GNI per capita, ranking: | 194 | 4 |
| Human development index: | 0.389 | 0.956 |
| Human development ranking: | 165 | 1 |

Zambia is a republic, which got its independence from the United Kingdom in 1964. In 1991 multiparty democracy was reintroduced after a de facto one party system under Kenneth Kaunda of the United National Independence Party - UNIP. The present constitution is from 1991. In 1991 the Movement for Multiparty Democracy - MMD came into power and Frederic Chiluba became president. Frederic Chiluba had until he took office as the President of the Republic been President of the Zambia Confederation of Trade Unions - ZCTU. After having failed to amend the constitution to allow a third presidential term Chiluba stepped down. His successor became the present President Levy Mwanawasa also coming from the MMD. The president is also the head of government.

MMD does not have a majority in the parliament, hence for the first time Zambia experiences a minority government, which has to get a majority from case to case. The government has initiated a reform programme, which includes fight against corruption. The fight includes charges against former President Chiluba for embezzling government funds during his term of office.

Zambia is one of the world's poorest countries. (See above). The copper industry has traditionally been the cornerstone of the economy. Hence fluctuations in the price of copper have had great influence on the economy. As the price of copper dropped during the last decades the standard of living decreased. The MMD-government, which came into power in 1991, began to implement full-fledged structural adjustment programmes and the economy was put on a path of sustained market liberalisation. The government has tried to diversify the economy with particular emphasis on agriculture and tourism. Zambia has a big potential in both sectors, but stability in the region as well as a healthy investment climate are necessary pre-conditions for utilising this potential.

During recent years the economy has been doing a little better. The estimate for real GDP growth for 2004 is 4 %.

Zambia is placed in a region where civil wars have been going on in neighbouring countries. The civil war in Angola only ended a couple of years ago and the situation in the Democratic Republic of Congo is not stable. Zambia has more than 150,000 refugees from Angola and 50,000 from the DRC. With the death of UNITA leader, Jonas Savimbi, and the development of peace in Angola, the relationship between Zambia and Angola is improving and an influx of Angolan refugees is unlikely to happen.

4.2. Trade Union and Labour market Situation

Zambia has a long history with Trade Unions, which were particularly strong in the copperbelt where mineworkers were organised. The Trade Union Movement was one of the cornerstones in the Movement for Multiparty Democracy. The apex organisation ZCTU got strength and its President Frederic Chiluba became President of the republic. However conflicts erupted between the MMD government and ZCTU. During his term of office Chiluba tried to split the trade union movement that he had previously headed. During those years the ZCTU was weakened.

Tripartism

According to ILO the unions are still weak, although most of the splinter unions have come back to the apex organisation, ZCTU. Similarly, the employers, ZFE are rather weak and losing members to the chambers of commerce, ZACCI. In general the social partners have substantial ground to cover before a genuine tripartite system is in place. Although tripartite meetings are scheduled 2-3 times annually, the institution is weak and has no secretariat. Generally government unilaterally determines the interventions in the labour market and the partners are inexperienced in how to use the system to solve such conflicts.

International Labour Standards:

According to ILO Zambia's record is generally excellent as far as ratifications of international standards are concerned. Zambia has ratified a total of 40 Conventions, a great number of which upon independence in the early 1960s, then at a regular pace over the 1970s and 1980s. Having wished to denounce the ban on underground work by women (in the name of gender equality and given the changes in its national laws), it consulted NORMES and denounced Convention No. 45 in March 1998, following the advice of the Committee of Experts to ratify in parallel the more modern Convention on mines, No. 176.

Zambia has ratified all the eight fundamental Conventions including Convention 182 on child labour.

4.3. Hotel Catering Workers Union of Zambia - HCWUZ

The HCWUZ was founded in the year of Zambia's independence, 1964 and has thus existed for 40 years. It is affiliated to ZCTU.

The HCWUZ organise workers in hotels and restaurants as well as lodges. The changes in the economic environment of Zambia have had great influence on how HCWUZ has to work. Until the economic reforms most hotels were parastatals and until 1997 according to HCWUZ every employee of the parastatals had to be a member. But that law was repealed in 1997. Until year 2000 HCWUZ had one CBA with the Hotel Employers' Association covering all Hotels. But since 2000 – more or less from when the project started – HCWUZ had to enter into CBAs with each individual Hotel or Restaurant. Instead of one CBA HCWUZ now has 124 CBAs. This has been a big challenge because of the number and because of the attitudes of the employers differ very much according to HCWUZ.

The paid-up membership has increased from about 3000 to 9000. The potential membership has also increased with the expanding tourist industry.

The HCWUZ has a structure with representation in the provinces and branches at the places of work.

The members pay 2 % of the Gross basic salary as membership due to HCWUZ. Out of that HCWUZ at national level gets 65%, the HCWUZ branch 5% and ZCTU 30%.

There are clear indications that the union has increased its income. One indication is the newly rented premises.

4.4. The project

The project came very timely as mentioned above as the one CBA with the Hotel Employers' Association covering all Hotels had to be substituted with CBAs at each individual hotel or restaurant. At the same time the employees were no longer automatically covered by the agreement. Hence it was

found that training focusing on recruitment in order to increase membership, in providing training of branch officials in negotiation of CBAs and providing special training for women was very relevant.

According to IUF the initiative to include HCWUZ in a project came after a dialogue between IUF and HCWUZ, which materialised in the present project.

The consultant found that the HCWUZ has a devoted leadership and a good organisational structure. The HCWUZ has done a commendable job in establishing CBAs in an increasing number of workplaces. The consultant was shown a list of the establishments with which the CBAs have been agreed. The consultant was also shown samples of CBAs. A sample is enclosed in appendix.... It shows that a CBA is a comprehensive agreement, which covers a number of topics and requires knowledge in many fields.

5. FINDINGS

5.1. Relevance

- 5.1.1. The support from LO Norway through IUF was found relevant. The IUF added that it came timely.
- 5.1.2. The project was found to have targeted the needs of the organisations. Both unions – CHODAWU and HCWUZ found that the project had addressed their immediate needs.
- 5.1.3. It was found that the priorities: organising, training on collective bargaining and special training for women had been the right ones and were still valid
- 5.1.4. It was found that there had been flexibility to address changing needs of the partners. For instance it was mentioned that it had been possible to include training on HIV/AIDS. (It has been the IUF regional representative who has taken decisions on changes)

5.2. Efficiency and implementation

- 5.2.1. It was found by the unions and the LO Norway regional representative that the IUF had the appropriate competence. However the consultant found that although the IUF may have appropriate competence on regional level as far as general training on recruitment special training for women etc.was concerned, it was not the case as far as training on specialised issues in relation to the problems facing the hotel sector was concerned. Although IUF might have that competence.it was found that it was not made available at regional level.

It was found that the capacity of IUF was insufficient. (All the respondents were of the opinion that the capacity of IUF was a problem).
- 5.2.2. The unions did not find that there was added value of using IUF in connection with the project implementation. They would have preferred that LO Norway had been in charge of project implementation. (This on the other hand would have put more pressure on LO Norway's capacity in Africa).
- 5.2.3. The unions found that the present structure was not satisfactory. It was considered too long. (This is consistent with the answers above).

It was felt that there were too few consultations. The IUF regional representative found that the structure basically was good. Both unions have co-ordinators. The only reservation was that there was no direct feed back from LO Norway when they had visited the projects.

- 5.2.4. It was found that the work that had been carried out had been done in a way that the financial and human resources had been used in an appropriate and cost-effective manner. According to IUF the scrutiny of the budgets by IUF secured cost-effectiveness in connection with the selection of training venues. However there is a reservation as all funds have not been utilised as planned.
- 5.2.5. It was found that not all of the parties were sure of what had been agreed as they had not been presented with one agreed document.
- 5.2.6. It was found that there were different opinions on whether the discussions between the parties or any of the recommendations thereof had been followed up in an appropriate manner. The two unions on the one hand did not feel that it had been the case. IUF on the other hand and to a certain extent the LO Norway regional representative felt that it had been the case.
(The consultant noticed that there had not been joint meetings between all the involved stakeholders).

5.3. Results

- 5.3.1. The two unions and the IUF regional representative found that the objectives had been clear and realistic.
However the consultant found that it was surprising as there has not been one agreed project document with specific objectives.
- 5.3.2. The two unions found that it was not likely that the objectives would be met, and that all the expected results of the project would be produced by the end of 2005. The IUF regional representative mentioned that one of the problems was that the "expected results" were not clearly defined as there had not been a project document based on LFA.
A major reason being that all activities have not been carried out because funds were not transferred in time.
- 5.3.3. With that reservation it was found that the activities of the projects had reached the members of the organisations.

5.4. Sustainability

- 5.4.1. It was found that the two beneficiary organisations to a certain extent would be able to continue the type of work that has been carried out through the project when LO-Norway's funding ends. However sustainability has not been seriously discussed and it is not clear to which extent the two organisations will be able to sustain the achievements of the project.
- 5.4.2. It was found that the competence and capacity of the two organisations have improved. However it is not possible to assess whether it will have a more permanent impact.

The indicators of these achievements are that HCWUZ as well as CHODAWU has got more – dues paying – members and that it has been possible for HCWUZ to move into better premises and to increase the capacity through an increase in the number of staff members. Both organisations have been able to increase the number of CBAs as well as the number of members covered by a CBA.

5.5. External and internal impact

- 5.5.1. Both organisations have been able to improve their performance towards the employers. The number of CBAs is a clear indication of that. The consultant had the opportunity to meet employers and to see several examples of CBAs which are normally rather comprehensive. Both unions mentioned the training on collective bargaining as relevant and important and the major reason for the achievements. (A specimen of a CBA is shown in appendix 5).
- 5.5.2. Both unions have been able to improve services to the union members. More branches have been established which are able to deal with members' grievances and the number of members covered by a CBA has increased. The results achieved can to a big extent be credited to the training carried out through this project. In some instances training of leadership has also been carried out by other projects. In the case of CHODAWU some interviewees mentioned that they had benefited from the TUCTA project sponsored by DANIDA.
- It was specifically mentioned that the project had benefited female members as special training had been provided.

5.6. Other findings

It was found that the project in particular in Zambia has had an impact on the participation of women members. However the full impact of the training through the project will only show itself gradually.

It was found that the two unions both have a devoted leadership. The union structures seemed appropriate.

A major challenge to the unions - which has often had an immediate negative impact on membership - has been privatisation or change of ownership of hotels, lodges and restaurants. The consultant was informed that it creates a problem for the union as the negotiated CBAs normally will be invalidated.

It was found that although in several documents it has been mentioned that the objective of the project was to improve working conditions for workers in international hotel and restaurant chains no special action has been taken to deal specifically with the international chains for instance chains owned by South African investors.

It was found that there had been no joint workshops/seminars between HCWUZ and CHODAWU. In practice the project seems to have been carried out as two parallel projects.

6. CONCLUSIONS

It can be concluded:

- that although the statistics are not fully reliable there is no doubt that the project has definitely strengthened the two unions
- that the two unions have got more members
- that the two unions have entered into more collective agreements both as far as number of agreements are concerned and as far as the number of workers covered by the agreements are concerned
- that the two unions have devoted leaders
- that the project has been relevant to the needs of the two unions providing training on recruitment, on collective bargaining, and providing special training for women
- that the two unions have been able to enter into an impressive number of comprehensive Collective Bargaining Agreements - CBAs
- that the two unions will be able to sustain a critical level of activities
- that the two unions have a potential for further expansion in particular if they are supported in that effort
- that both unions today have stronger structures
- that there has not been a project document
- that the data collected and in particular the statistics are scarce and/or unreliable (very often the statistics only included new recruited members and did not include members lost for various reasons)
- that statistics have not been seen as an important management tool
- that there has been no clear strategy for the project which is recognised by IUF-Africa
- that the project in reality has been two projects one via IUF with HCWUF and one via IUF with Chodawu
- that there has not been any direct exchange of experiences between the two unions hence no clear synergy

- that it has not been clear whether the project was a project for the Hotel and restaurant sector as a whole or some part of it or for the whole tourist sector
- that the project has not seriously addressed one of the major stated objectives: to deal with the Hotel chains. Proper data has not been available and does not seem to have been a concern neither for the two unions nor for IUF
- that the resources allocated to IUF – the regional office, Africa – to implement and supervise the project has not been sufficient which has meant delays and that opportunities have been lost
- that these problems have not been addressed - apart from cuts in allocations - that has not been seen as a constructive way to address the problem
- that the financial management of the project has not been quite satisfactory (Different reasons were given by the different stakeholders).
- that a lot of changes have taken place within the hotel- and tourist-sector within the life-span of the project. Most of the changes have been outside the influence of the unions. New opportunities have shown up (I.e. in the case of Zambia more tourists go to Zambia because of the situation in Zimbabwe). Ownership of hotels/restaurants has changed frequently with immediate negative consequences for the members as the existing CBA normally becomes invalid and a new one has to be negotiated.
- that the advice from IUF has been appreciated even though it has not been specialised advice dealing specifically with the hotel-industry or in a wider context the tourist-industry
- that the project has been too small to provide sufficient advice to unions to deal with the tourist industry
- that the structure of the project has not been optimal as it has not among other factors taken into consideration the relative strength and weaknesses of each of the partners. The structure has specifically not been optimal as far as financial management is concerned.
- that the size of the project has meant that the role of IUF in reality has been project management and less advice in the field where IUF should have its comparative advantage that is to provide expert advice specifically geared towards the Hotel sector and in a wider context the tourist sector
- that the potential of the project has not been fully utilised

7. RECOMMENDATIONS

In the Terms of Reference it is said: "The consultant may make recommendations regarding continuation or termination of the project after 2005"

Based on the conclusions the consultant sees two different options. As they are quite different in scope and hence financial consequences it has not been possible to favour one set of recommendations.

In both cases the point of departure has been the good results that have been obtained.

Hence it is recommended that one of two alternatives is chosen. One that tries to sustain the achievements that have been obtained through the project and an alternative one that tries to exploit the potential of the project.

1. The first alternative is to recognise the achievements which have been obtained and during the remaining period of the project - until end 2005 - develop a strategy to sustain those achievements.

In this case it is recommended to consider that the project is extended for a short period of time say two years while the external financial support is faced out. The project is not recommended to expand as far as countries and sectors are concerned. It should be limited to the hotel sector. Hence major changes as far as project management is not suggested.

However in the case that the project is extended for say two years it is recommended that a project document is worked out with clear objectives and a clear strategy on how to reach the level of sustainability that has been agreed.

2. The second alternative is much more ambitious. It is recommended to consider a project which deals with the hotel and restaurant sector as part of the **Tourist sector** as a whole. The tourist sector is an important sector and a growth sector in Africa as far as employment and income is concerned not the least in East Africa.

If the more ambitious approach is chosen it has other implications. In that case it is recommended

- to consider to station an (expert)adviser on tourism etc. in the area covered by the project, and
- it should be considered to include more countries i.e. Kenya and Uganda as suggested by IUF.

However if the unions of the two countries are to be included it is recommended that before the inclusion a proper assessment of both opportunities and risks of including the two unions should be carried out.

It is recommended to consider a project structure where LO Norway has the management and financial responsibility for the project. (The present structure is shown in figure 1, while the alternative is shown in appendix 2, figure 2).

At the same time it is recommended to consider the establishment of a project advisory committee (PAC) consisting of the primary stakeholders: the four unions, IUF, LO Norway and HFTU, Norway. This should enhance exchange of experience between the stakeholders. (Appendix 2, figure 3).

It is recommended that - if an advisor on tourism is to be included in the project - to consider the Terms of Reference for the advisor He or she may be employed by IUF and be seconded to the project or directly to the project by LO-N. (In either case it is important that the experience gained through the project can be shared with other member-organisations of IUF).

It is recommended that a research component is included in the project (it could be part of the responsibility of the advisor on tourism).

It is recommended to make a provision to support study visits to relevant countries/institutions (Many hotels are owned by international chains hence an exchange of information within a particular hotel-chain could be relevant).

It is recommended that the project will facilitate relevant exchange visits between the stakeholders.

It is recommended - as the costs of this ambitious project for the tourist sector may become high - to consider a multi-donor approach.

In either alternatives the unions are facing communication problems. Often that is considered primarily a transport problem. There is definitely a transport problem, however in order to find sustainable solutions it is recommended to try to put emphasis on electronic communication where-ever possible as the price on the hardware for electronic communication (computers both stationary and portable) is expected still to fall in real terms. Hence it is recommended as part of a sustainability strategy to consider through the project to provide computers (if possible laptops) to those regions in the two (four) countries that have the biggest potential. Access to the internet - e-mail-communication - should be considered. It is also recommended to include relevant computer training. At the same time it is recommended that the two unions should be obliged to provide support for other regions with a potential as income from membership dues increases.

8. LESSONS LEARNED

Some of the lessons learned from the evaluation of the project are:

1. It is important to have (a) clear agreement(s) between the involved partners:
There should be a contract and a project document, which is clear and logic (LFA)
2. It should be transparent. All the involved partners should know what has been agreed.
3. It is important to have the relevant data/statistics. (What is relevant should be discussed already before the start of the project).
4. It is important that the concept of sustainability is discussed from the start of the project

APPENDICES

**Evaluation of the IUF - LO-N Project
“Organising and training in the hotel- and restaurant sector” in
Tanzania and Zambia.**

15th to 28th of November, 2004

APPENDIX 1:

TERMS OF REFERENCE FOR THE EVALUATION THE IUF PROJECT:

“Organising and training in the hotel- and restaurant sector” in Tanzania and Zambia.

LO Norway has since 2000 supported the IUF's project to assist in training and organising in the hotel- and restaurant sectors in Tanzania and Zambia. The partner organisations in these countries have been the Chodawu (Conservation, Hotels, Domestic and Allied Workers' Union) in Tanzania and the HCWUZ (Hotel and Catering Workers' Union of Zambia). Target group has been leaders, shop stewards and members of these two national unions. The activities have mainly been training and assistance towards membership recruitment.

LO Norway wants to evaluate this project of the IUF in 2004, in order to assess the performance and progress, and to see if the results and objectives are being met. It is further required to evaluate the projects in order to form a basis for decisions in LO-Norway regarding possible finalising or continuation of the co-operation with IUF in this sector after 2005.

LO Norway will hire Mr. Per Bo from Denmark as a consultant to do the evaluation. Mr. Bo has worked for many years in the Danish trade union movement, and has for several years worked in Tanzania. The evaluation will take in November 2004. The cost of the evaluations will be covered by the LO-Norway's global evaluation project 2004NEVA1 in 2004.

Field visits will be done to the IUF Head office in Geneva (Switzerland), the regional IUF office in Johannesburg (South Africa) and to Tanzania and Zambia. Written materials from the files of LO-Norway and IUF will be an important source for the review of both projects. Further information should be sought through interviews with the relevant persons of LO Norway (the desk officer in Norway, as well as LO's regional consultants), key IUF personnel and trade union leaders and shop stewards in Tanzania and Zambia. Interviews of employers' representatives may be considered if relevant in the two countries.

The consultant should review any strengths or weaknesses of the project and the involved parties, and if appropriate make recommendations for follow-up regarding the remaining period for the project (up to the end of 2005). The consultant may make recommendations regarding possible continuation or termination of the project after 2005.

In total 20 working days are calculated for this evaluation. In addition to ca. 12 working days for the mission, the consultants may use ca. 8 working days for preparations and reporting to LO. The consultant should complete a report in English to LO by the 20th of December 2004.

* * *

The content of the evaluation:

1. Has LO's support been relevant? Has the project targeted the needs of the organisations? Have the priorities been the right ones? If the project has been changed during its implementation, has it been modified in accordance with any changing needs of the partners?
2. The efficiency and implementation of the project. The principal parties involved in the project are IUF and the two beneficiary organisations Chodawu and HCWUZ in the two participating countries. Has IUF had appropriate competence and capacity to manage the project? What has been the added value of the IUF to the project implementation?

The organisational structure for project planning, implementation and monitoring of the co-operation should be reviewed. How efficient have the various structures been in the implementation of the project? Has the work been carried out, and the financial and human resources been used in an appropriate and cost-effective manner? Has the co-operation been carried out as agreed by the parties? Have discussions between the parties or any recommendations thereof been followed up in an appropriate manner? The consultant may review or recommend alternative channels or organisational set-up for implementation of any future project in this area.

3. What are the results of the project so far? Have the objectives been clear and realistic? Is it likely that the objectives will be met, and that all the expected results of the project will be produced by the end of 2005? Has the activities of the projects reached the grass roots of the organisations? If some answers are negative, - why?
4. Sustainability. Are IUF or the two beneficiary organisations able to continue the type of work done through the project when LO-Norway's funding ends? Has the competence and capacity of the organisations been permanently improved? If so, what are the indicators of these achievements?
5. External and internal impact. Has IUF and the two beneficiary organisations been able to improve their performance towards employers, and to improve services to the union members as a direct or indirect result of the project? Outcome of collective bargaining could be important indicators of this.
6. Other findings. In addition to the above the evaluation team is may also consider other relevant issues, including to judge if gender issues have been adequately taken care of in the project.

Oslo, 7th October 2004.

LO Norway – International Department

Øystein Gudim

Head of Division for International Trade Union Solidarity

Appendix 2: Project structure.

Figure 1: Present project structure

Figure 2: Project structure, Alternative 2

Figure 3: Project structure, Alternative 2, Project Advisory Committee - PAC

Figure 1

Present project structure

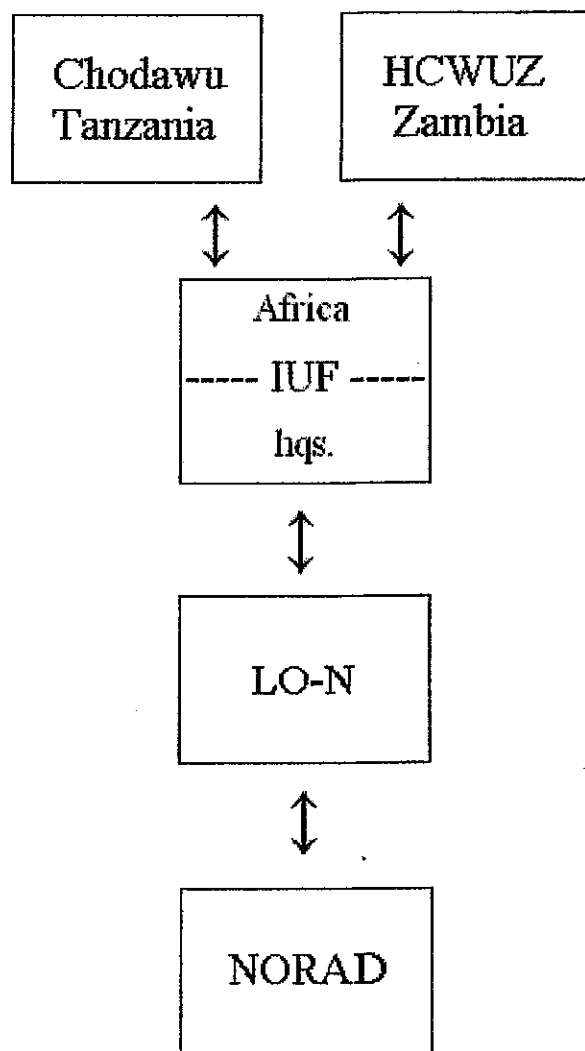


Figure 2

Project structure

Alt.2

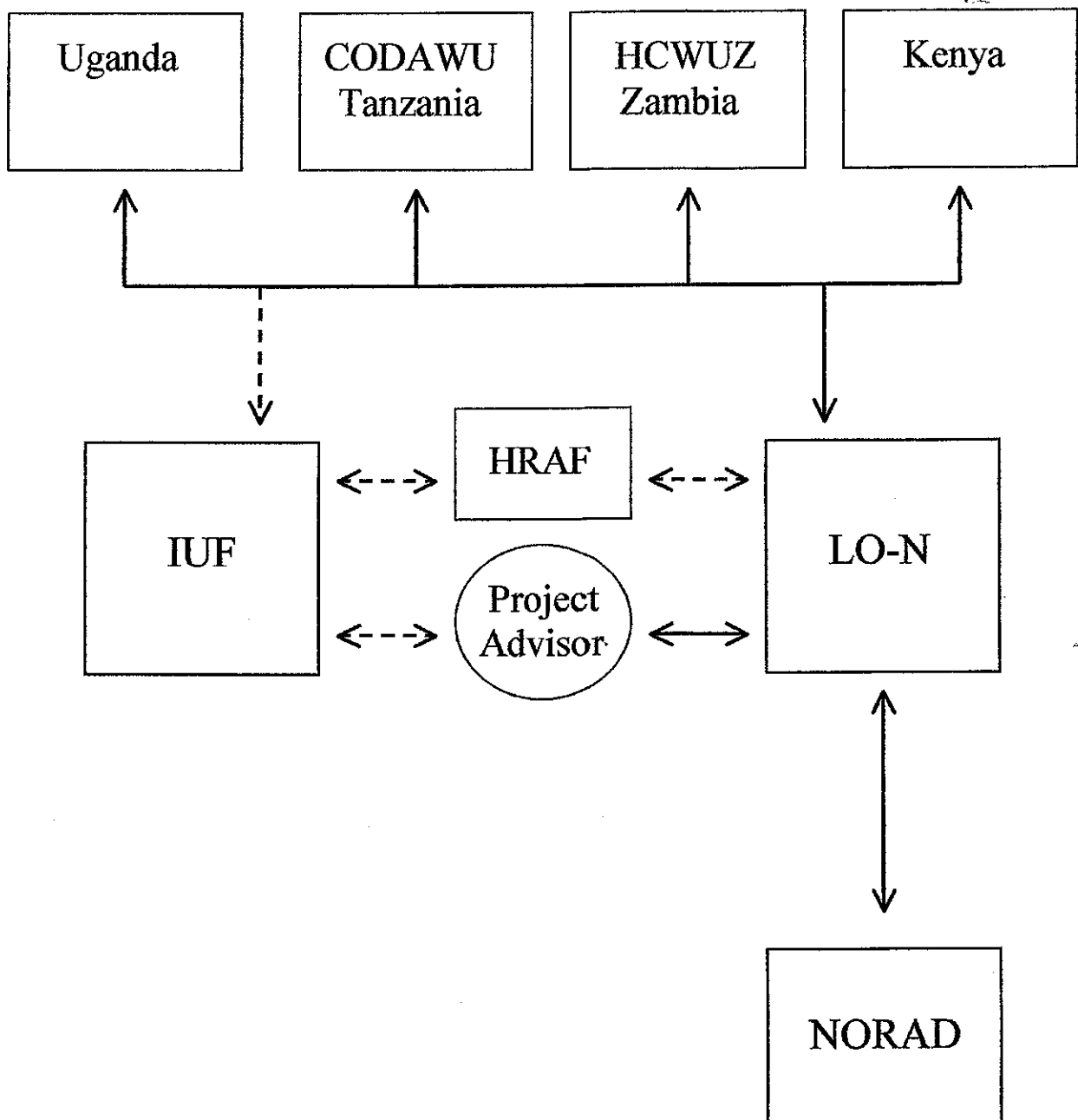
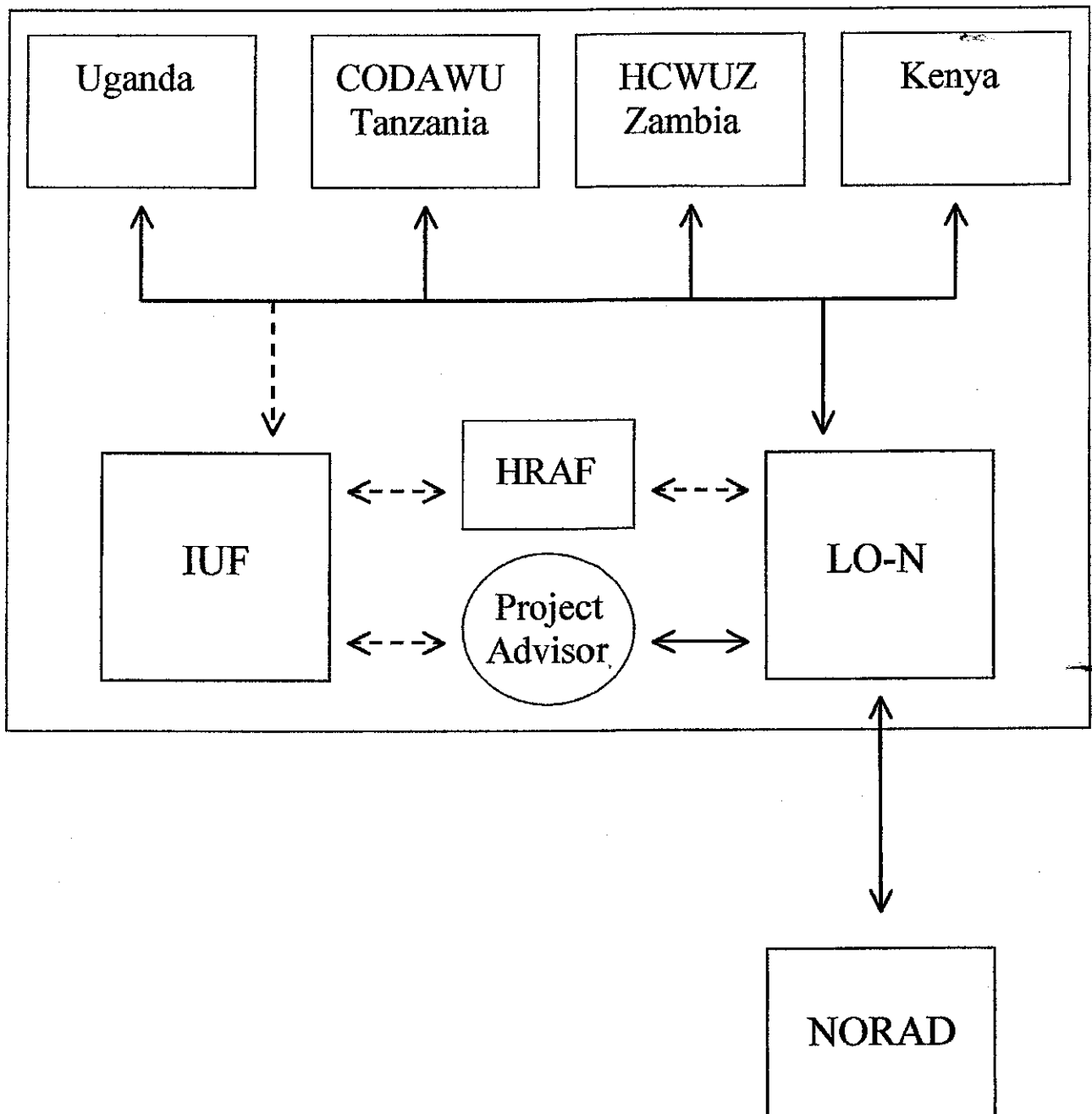


Figure 3

PAC – Project Advisory Committee
Project structure alt. 2



- 19.11 **LO Norway Regional Consultant Africa**
Robinson H. Sikazwe Regional Consultant (Africa)

TANZANIA

- 22.11 **CHODAWU HEADOFFICE**
Saïdi S. Wamba General Secretary
Salum Kuumba Secretary of Education, Planning and Research

- 23.11 **CHODAWU MOROGORO REGION**
Rehema Kyelula Regional Secretary
Filosi Hunja Chairman, Shylock Hotel
Monica Exaury Secretary, Shylock Hotel
Peter Chilimba Member, Shylock Hotel
Hellen Msongole Member, Shylock Hotel
Ally Mbegu Hotel Manager, Shylock Hotel
Hamisi Salu Branch Secretary., Mount Uluguru Hotel
Ibrahim Baisari FBS., Mount Uluguru Hotel
Nuhu Kashfa FBS., Mount Uluguru Hotel
F. A. Mtutuma Hotel Manager, Mount Uluguru Hotel
Anna Manmbi ..., Mount Uluguru Hotel

- 24.11 **TUCTA-DANIDA COMPONENT**
Steven Vallik Project Senior Advisor

- 25.11 **CHODAWU ARUSHA REGION**
Lauren E. M. Mollèl Asst. Regional Secretary
J. S Manyanga Asst. Regional Secretary
E. P. Mbagà Asst. Regional Secretary
Lothy Kisiri Chairman, Hotel 77 Branch
Ally Kimwaga Board member, "
Abdalleh Sehn Board member, "
Richard Loishooek Board member, "
I. B. Massaju Leader,
S. Katabaco Board member

Amon B. Ayo

Branch Secretary

GENEVA

12.1

IUF

Omara

Barbro Budin

Wolfgang Weinz

Health and Safety Coordinator

Equality & Education Officer

Project Coordinator

Appendix 4:

Schedule of meetings

The schedule of the evaluation was as follows:

| | |
|------------------------------|--|
| 7 th of October | Meeting with LO Norway |
| 16 th of November | Arrival in Johannesburg. Meeting with IUF Regional representative, Africa: Hella Karen Alikuru Briefing on the Programme and first discussion. |
| 17 th of November | Meeting with IUF Regional representative, Africa: Hella Karen Alikuru Travel from Johannesburg to Lusaka. |
| 18 th of November | Meeting with five staff-members of HCWUZ led by the General Secretary, Dainess Chawinga Meeting at Taj Padmodzi Hotel with Branch Chairperson and two trustees Courtesy meeting with General Manager Meeting at Hotel Holiday Inn with Branch Chairperson |
| 19 th of November | Meeting with LO-N Regional consultant (Africa), Robinson H. Sikazwe. |
| 20 th of November | Report writing |

21th of November

Travel from Lusaka to Dar es Salaam.

22th of November

Meeting with the General Secretary Chodawu, Saidi Mwamba and National Project Co-ordinator S.O. Kūūmba

Travel from Dar es Salaam to Morogoro together with General Secretary and National Project Co-ordinator

23th of November

Meeting with the Regional secretary, Morogoro Region and regional office staff.

Manager

Meeting at Shylock Hotel with Branch committee and Hotel

Hotel Manager

Meeting at Mt. Uluguru Hotel with Branch committee and

Travel from Morogoro to Dar es Salaam

24th of November

Meeting with Steven Vallik, Project Advisor
TUCTA-DANIDA Trade Union Component

Travel from Dar es Salaam to Arusha

25th of November

Meeting with Regional secretary, Arusha Region and regional office staff.

Meeting at Hotel 77 with Branch committee

Meeting with the General Secretary Chodawu,
Saidi Mwamba

Report Writing.

26th of November

Report writing.

27th of November

Report Writing.

Departure from Arusha

12th of January

Meeting at IUF headquarters, Geneva

Appendix 5, Specimen of CBA:

COLLECTIVE AGREEMENT

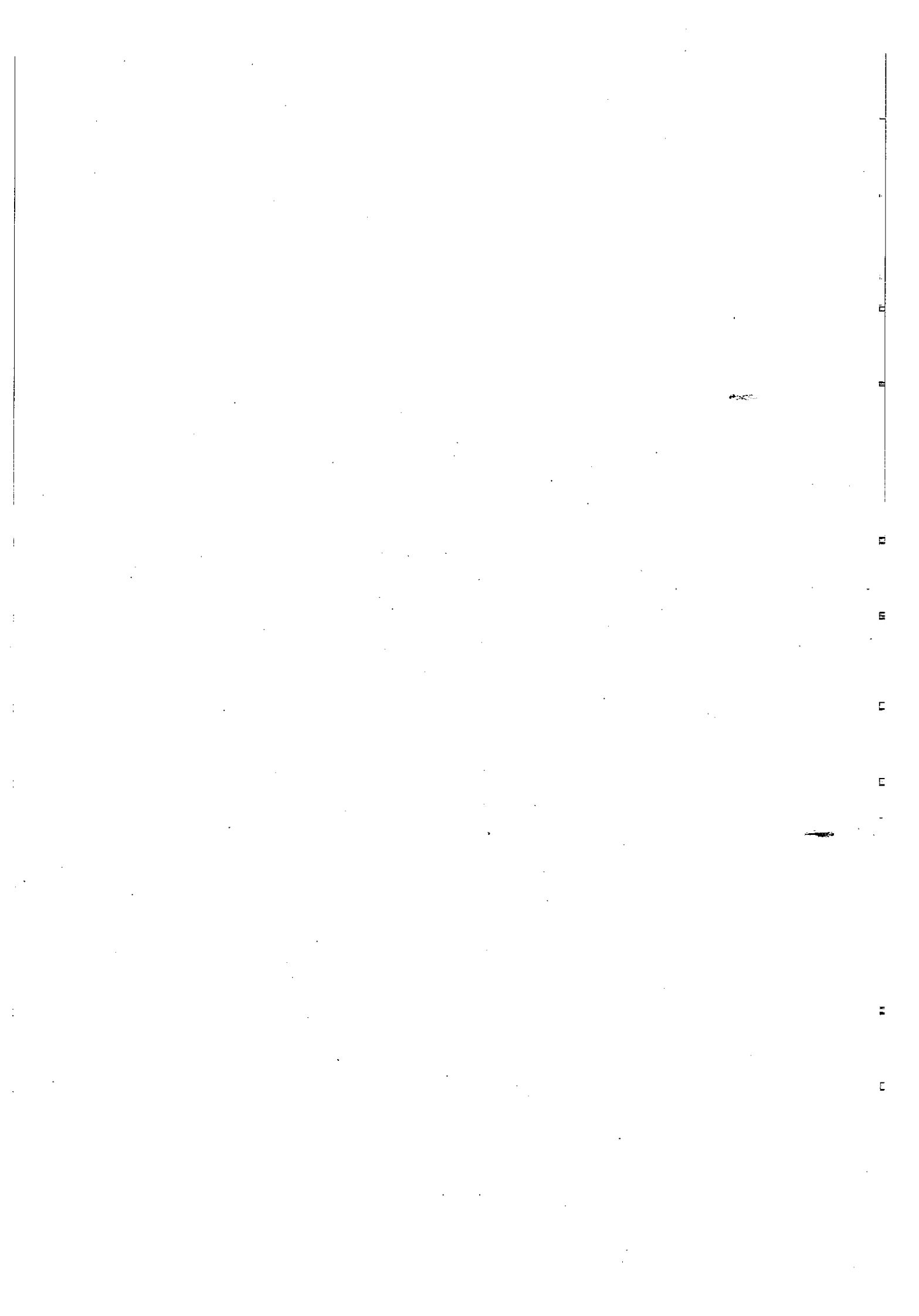
BETWEEN

MUMANA PLEASURE RESORT

AND

**HOTEL CATERING AND ALLIED WORKERS UNION OF
ZAMBIA**

1ST JANUARY 2004 – 31ST DECEMBER 2005



CLAUSE 1: ENGAGEMENT AND PROBATION

- a. Every candidate shall complete a company application form for employment.
- b. A probation period of three months shall be served. During the probation period, either party may terminate employment by giving the other party twenty-four hours notice in writing or pay in lieu thereof.
- c. A graded worker shall be paid the basic rate for the job during the probationary period. Past experience and training in the Hotel Industry shall be taken into account at the time of employment.
- d. At all times the employer reserves the right to require the employee to submit himself/herself to a medical examination at the employer's expense. No prospective employee shall be engaged without first being pronounced medically fit for employment.

CLAUSE 2: CONTRACT OF SERVICE

The Contract of Service shall be in writing and shall be permanent unless Otherwise specified.

CLAUSE 3: REDUNDANCY

- a. Where through the force of circumstances, it is necessary to reduce staff, an employer will negotiate with the Union, which employees will be declared redundant, taking into consideration efficiency, length of service, loyalty, diligence, past disciplinary record and health. The employer shall inform the Union three months in advance of its intentions to apply redundancy.
- b. Where an employee is declared redundant after serving for a minimum of one year he/she shall be entitled to two months notice or pay in lieu thereof. He/She shall be entitled to two months pay for completed year of service.
- c. Where an employee is declared redundant after serving for a period of six years he/she shall be entitled to two months notice or pay in lieu thereof. He/She shall also be entitled to three and half months pay for each completed year of service.
- d. In computing the benefits as aforesaid, the basic salary last drawn shall apply.

CLAUSE 4: RETRENCHMENT

In all cases of retrenchment, the employer shall negotiate with the Union on the Package deal.

CLAUSE 5: LIQUIDATION OF COMPANY

In the event of a Company going into liquidation, the provisions of the Companies Act 1995 shall apply.

CLAUSE 6:

A: RETIREMENT

The normal retirement age shall be 55 years for both male and female employees. either party (the employer or the employee) may request in writing at least six months in advance that the employee retire before normal retirement age,

Provided that the employee has rendered at least fifteen years continuous service. applications for early retirement may be considered at the discretion of the employer and if approved, the retirement benefits will be paid to the employee.

B: RETIREMENT BENEFITS

- i. A retiring employee as defined in Clause 6 (a) above shall be entitled to retirement benefits as follows:

| Length of Service | Payment |
|--------------------------|--|
| 1 – 5 years of service | 2 months pay for each completed year of service. |
| 6 – 10 years of service | 3 months pay for each completed year of service. |
| 11 – 19 years of service | 4 months pay for each completed year of service. |
| 20 years and above | 5 months pay for each completed year of service. |

- ii. If an employee is discharged on medical grounds or dies, he/she or the heir shall receive whatever retirement benefits the employee would have been entitled to had he/she retired on that date, in addition to any other earned entitlement due.

C: DISCHARGE

If an employee is discharged on disciplinary grounds, he/she shall receive whatever retirement benefits he/she has accumulated except in the case of summary dismissal.

CLAUSE 7: RESIGNATION

- a. An employee wishing to resign on his own accord must give one month's notice of his/her intention to resign. He/She will be entitled to receive the following benefits.

| Length of Service | Payment |
|--------------------------|--|
| 1 – 9 years of service | 2 month pay for each completed year of service. |
| 10 years and above | 4 months pay for each completed year of service. |

- b. In computing the benefits as aforesaid, the basic salary last drawn shall apply.

CLAUSE 8: MEDICAL DISABLEMENT DISCHARGE

- a. When an employee is unable to continue employment for medical reasons as confirmed by a certified medical practitioner, or as a result of disablement caused at work, he/she shall receive, in addition to any statutory benefits due, termination benefits as follows:

| Length of Service | Payment |
|--------------------------|--|
| 6 months to 1 year | 2 months pay for each completed year of service. |
| 1 year – 9 years | 4 months pay for each completed year of service. |
| 10 years and above | 4.5 months pay for each completed year of service. |

- b. In computing the benefits as aforesaid, the basic salary last drawn shall apply.
- c. Employee claiming benefits under Clause 6 will not be entitled to receive the benefits accrued under Clause 8 (Medical).

CLAUSE 9: DEATH OF EMPLOYEE IN SERVICE

An employee who dies in service shall be entitled to receive the benefits accrued under Clause 8 (Medical).

CLAUSE 10: RE-DEPLOYMENT

It is hereby agreed that it may be necessary to re-deploy employees within the organization, as a measure to raise efficiency. Such workers shall be given necessary retraining where possible to keep up with the new skills required.

CLAUSE 11: NOTICES

- a. Where the employer is required to serve an employee with a written notice relating to the terms and conditions of employment, termination of employment, or occupation by the employee of any employer's property, such notices shall be deemed to have been properly served, if it has been handed to the employee or posted to his last known place of abode, or posted on any notice board prominently kept by the employer for the purpose of communication of information to employees.
- b. Where the employee is required to serve any written notice on the employer relating to the terms and conditions of employment, termination of employment, or occupation by the employee of any employer's property, such notice shall be deemed to have been properly served, if it has been handed to the Employer's Personnel Officer or the employee's supervisor.

CLAUSE 12: BASIC SALARY

- a. Wage rates shall be as negotiated and agreed between the Union and the Mumana Pleasure Resort and shall form part of the Agreement, provided that the employer shall be at liberty to pay wages at higher rates taking into consideration his ability to pay.
- b. During the period of the Collective Agreement, the wages/salaries asset out below shall apply and shall be payable by the last working day of each calendar month. These wages/salaries have been

adjusted and increased as K 40,000.00 plus 10% on the Basic Salary across the board with effect from 1st January 2004, the constituents of the Basic Salary are fully described in Clause 44 below.

| GRADE | B A S I C S A L A R Y | | |
|-------|-----------------------|--------------|--------------|
| | 2002 | 2003 | 2004 |
| 1 | K 177,656.88 | K 232,656.88 | K 299,922.57 |
| 2 | K 180,582.84 | K 235,582.84 | K 303,141.12 |
| 3 | K 181,704.10 | K 236,704.00 | K 304,374.40 |
| 4 | K 187,787.41 | K 242,787.42 | K 311,066.16 |
| 5 | K 191,165.44 | K 246,165.44 | K 314,782.00 |
| 6 | K 194,543.48 | K 249,543.48 | K 318,497.82 |
| 7 | K 197,917.94 | K 252,917.94 | K 322,209.73 |

Increment by: K 55,000.00 K 40,000.00 plus 10%

In computing the benefits under Clause 6 (b) and Clause 6 (c) as aforesaid, the Basic Salary last drawn shall apply.

- c. Those employees already employed and receiving the above minimum basic salary/wage or more will still be awarded the said amount in 12 (b) above.
- d. Subject to the condition laid down in the Agreement relating to sick pay, leave pay and public holidays, an employee shall be paid only for the days and hours actually worked.

CLAUSE 13: PROMOTION

Promotion from one grade to another is entirely at the discretion of the employer. on being promoted, the employee shall receive the minimum basic rate of pay for the new grade. The employer shall be at liberty to pay such higher wages as he may, in his sole discretion, deem fit. A policy of internal promotion will be followed wherever possible.

CLAUSE 14: DEMOTION

- a. In accordance with good industrial relations practice, demotion will only be applied where in the opinion of the employer and after consultation with the Trade Union and in accordance with the Industrial and Labour Relations Act, if the employee is incompetent on the job.
- b. No employee shall be demoted to a grade or position lower than his previous position.

CLAUSE 15: LEAVE

a. ANNUAL LEAVE

- i. Employees shall normally qualify to take leave after completing six months continuous service.
- ii. All employees shall be entitled to full pay at the rate of 2.5 working days for every completed month, subject to a maximum of 30 days calendar days per annum.
- iii. Leave will only be taken at the convenience of the employer's business.

- iv. It is the interest of both parties that employees are encouraged to take their annual leave each year and that no leave shall accumulate for the period in excess of 3 years, except with the written approval of the employer to do so. The employer may request the employee to accumulate or to commute his/her leave beyond this limit.
- v. Except on termination of employment, annual leave shall not normally be commuted for cash. In exceptional cases this may be done at the discretion of the employer. In such cases, it will be calculated on the employee's basic salary last drawn.

b. SPECIAL LEAVE

Special Leave will be granted upon written application and supported by evidence in the event of the following:

- i. Death of employee's spouse, own child up to 25 years old, father, mother – up to 14 days.
- ii. Marriage of the employee – 5 days.
- iii. Participation in the course examination approved by the employer – the necessary time.
Special Leave shall be free and therefore not recoverable from the employee's accrued leave. An employee may obtain an addition to special leave, which will be recoverable from the accrued leave at the discretion of the employer.

c. UNPAID LEAVE

- i. Unpaid Leave shall not normally be given unless in the opinion of the employer there is special justification for it and all accrued leave has been taken.
- ii. Should an employee be elected to a full time position in the Trade Union, his absence will be treated as Unpaid Leave. Upon loss of such appointment through democratic means, he shall go back to his former employer and resume duties in his former grade.

d. MATERNITY LEAVE

- i. A female employee shall be entitled to ninety (90) days paid Maternity Leave on production of a medical certificate as to her pregnancy signed by a registered medical practitioner if she has completed two years of continuous service from the date of first engagement with the employer or since the last Maternity Leave was taken.
 - ii. Maternity Leave shall be in addition to any other leave to which the employee may be entitled.
 - iii. In case of an illness which arises out of pregnancy and results in the female employee becoming incapable of performing her official duties, such an employee shall be entitled to sick leave in accordance with the provisions of Clause 15 (g) of this Agreement.
- e. Female employees shall be entitled to one day's absence from work on full pay each month without having to produce a medical certificate as provided for under Section 54 (2) of the Employment Act.

f. UNION LEAVE

Leave for training purposes shall fall under Sub-Clause (b) (iii) hereof. Leave Requests for domestic Union business shall not be unreasonably refused.

g. SICK LEAVE

Subject to the provision of Section 54 (2) of the Employment Act, an employee according to the judgement of a registered medical practitioner or institution designated by the employer, is unable to execute his work, by reason of sickness or an accident shall on producing a medical certificate be granted sick leave as follows:

- i. During the probationary period after completing one-month service; up to a maximum of 26 working days on full pay.
- ii. For permanent employees, a maximum of 60 calendar days per year on full pay.
- iii. In the case of prolonged illness, the employee shall be granted Unpaid Leave for a further period of 30 days.
- iv. During the above period of illness, subject to the maximum of ninety days, an employee shall be entitled to receive his share of the service charge.
- v. Sick Leave entitlement arises every year and shall not be accumulated. Where an employee exhausts his sick leave days including the covered under (iv) above, the employer may after consultation with the Trade Union terminate the employee's contract of service on grounds of prolonged absence, or at his discretion grant such further unpaid sick leave as he may deem fit. Provided that, if the illness or accident came about as a result of and/or during the course of work, the employee's contract of service shall not be terminated unless the requirement of the Workmen's Compensation Act have been complied with.

Notwithstanding anything in this section here-in-before contained, wages payable to an employee under the provisions of this Section will be reduced by the amount of any compensation awarded to such an employee in respect of such period of incapacity under any law relating to the Workmen's Compensation Act.

CLAUSE 16: MEDICAL CERTIFICATE

- a. Subject to the provisions of Section 54 (2) of the Employment Act, an employee absents himself/herself from work even for one day on account of sickness, he/she will be regarded as absent unless he/she produces a certificate from a registered medical officer/practitioner or other persons recognized by the employer within 48 hours of reporting back from duty.

Employees requiring medical treatment during working hours must obtain permission for the same.

CLAUSE 17: RETURN TO WORK OF EMPLOYEE AFTER SICK LEAVE

- a. If an employee has been on leave under the terms of Clause 15 (g) above, efforts shall be made for such an employee to resume employment after the period of incapacity or absence in his previous grade or occupation, provided such an employee is fit to undertake work in such grade. Otherwise he/she shall be found work in a grade, which shall be nearly as possible, to the one previously held by him/her, but he/she shall be paid the rate for this grade.
- b. Should any other employee have been engaged either from or within or without the organization, to perform such temporary work occasioned by the employee being incapacitated through sickness or absence on maternity leave, such an employee shall vacate such position when required to do so in favour of the returning employee whose fitness, skill and ability have been considered and found satisfactory. If such an employee was recruited from within the organization, he/she may be reverted to his/her original grade.

CLAUSE 18: REPATRIATION BENEFITS

The provisions of this Clause shall be in conformity with the provisions of the Employment Act as amended from time to time.

An employee shall be transported to his place of recruitment with his family by employer, or paid a repatriation allowance equal to the current cost of travelling by public transport and by the most direct route to his place of recruitment, except in cases of death, medical discharge and retrenchment, where the Trade Union will negotiate with the employer.

CLAUSE 19: CERTIFICATE OF SERVICE

An employee shall be given a Certificate of Service when leaving employment in accordance with the provisions of the Employment Act and the Zambia National Provident Fund (Amendment Act) 1995 stating:

- a. Name of Employer.
- b. Name of Employee.
- c. Date of Engagement.
- d. Date of Discharge.
- e. Nature of Employment.
- f. National Registration Card Number.
- g. NAPSA Membership Number.
- h. NAPSA Statutory Contributions.
- i. NAPSA Fund Supplementary Contributions.

CLAUSE 20: ACCIDENT

All accidents occurring at the employee's place of work whether involving injury (minor or serious) or not must be reported immediately by the employee to his supervisor. The employer shall report all such accidents to the Workmen's Compensation Fund Control Board and other statutory bodies.

CLAUSE 21: SHIFT DIFFERENTIAL

Employees required to work a full shift between 22:00 hours and 08:00 hours shall be paid their basic rate for the days so worked.

CLAUSE 22: TRANSPORT

The employer shall provide suitable transport to and from work for employees required to commence or finish work between 20:00 hours and 06:00 hours.

CLAUSE 23: PAID PUBLIC HOLIDAYS

- a. All Public Holidays as will be gazetted from time to time shall be paid. Such holidays at the moment are as follows:

New Year's day, Youth Day, Good Friday, Easter Saturday, Labour Day, Africa Freedom Day, Unity Day, Heroes Day, Farmer's Day, Independence Day, Christmas Day.

- b. The employer in consultation with the Trade Union shall consider Christmas bonus payable to employees.

CLAUSE 24: WORKING HOURS AND OVERTIME

- a. The normal weekly hours of work for any employee shall not exceed forty eight hours, provided that an employee may be required to work overtime, and if so required, shall be paid at the following rates.
- i. Ordinary overtime at one and half times the normal rate. Ordinary overtime is the time worked on any working day in excess of normal working hours or work performed on any day which is normally regarded as a day off.
 - ii. Holiday rate of double the normal rate. Holiday overtime is the time worked on a Paid Public Holiday or on a Sunday where Sunday does not form part of the normal working week.
- b. This Clause shall not apply to a watchman.

CLAUSE 25: SERVICE CHARGE

- a. A Hotel shall charge to every bill a service charge of 10% of the price charged for the services, excluding statutory impositions, which shall be paid in equal shares to all employees who are unionised or are eligible for Union membership.

- b. Employees serving under specified conditions of employment other than those jointly agreed by Mumana Pleasure Resort Limited and the Hotel Catering and Allied Workers Union of Zambia (H.C.A.W.U.Z) shall not be entitled to the service charge.
- c. In re-event of the Service Charge being statutorily removed, Mumana Pleasure Resort Limited and the Hotel Catering and Allied Workers Union of Zambia shall endeavour to meet within 30 days thereof to re-negotiate all Clauses relevant to the employee's pay and benefits.

CLAUSE 26: HOUSING ALLOWANCE

Housing Allowance shall be K 40,000.00 across the board.

CLAUSE 27: RESPONSIBILITY ALLOWANCE

- a. An employee who is temporarily required to perform a job with higher grade of pay than his substantive post for a continuous period of fifteen days or more shall receive the difference between his substantive basic rate of pay and the minimum basic rate of pay in which he is acting.
- b. In the event of acting towards substantive appointment in a new grade continuously for three months, the employee shall receive the wages of his new grade or if unsuccessful in his new job, shall revert to his old grade and rate of pay.
- c. The provision of the above Clause shall be read, where applicable, in conjunction with Clause 17 (b) of this Agreement.

CLAUSE 28: FREE RATION

- a. All employees required to work eight hours shifts shall be provided with duty meals.
- b. All employees who so work and are not provided with the duty meals shall be paid meal allowance as follows:
 - i. K10,000.00 for each such working shift for the calendar year 2004.
 - ii. K15,000.00 for each such working shift for the calendar year 2005.

CLAUSE 29: UNIFORMS AND PROTECTIVE CLOTHING

- a. The employer shall from time to time provide protective clothing, footwear or uniforms to the employee according to the requirement of their jobs. Employees are obliged to wear such protective clothing or uniforms as designated by the employer. New issues of such items will be made only on producing the old ones. Any items lost or damaged through the fault of the employee shall be paid for by the employee on a pro-rata basis in accordance with the assessed value of the article and its life expectancy.
- b. Where the employer provides protective clothing or uniform, the employer shall be responsible for its laundry. The employee shall be responsible for its upkeep and custody.
- c. All non-service, non-uniformed employees shall be paid K10,000.00 per month if using their own clothes and if laundry is not available to them at the place of work.

CLAUSE 30: LOANS AND ADVANCES

- a. It is agreed by both the parties that it is the interest of the employees that they remain free from debts as far as possible and that in this connection the facility for loans and salary advances should be used sparingly and the loans and advances obtained shall be used properly.

- b. The employer will continue to give consideration to assisting employees provided that the employer has the ability to meet such requests.

CLAUSE 31: ANNUAL LEAVE TRAVEL ALLOWANCE

An employee who has completed one year's continuous service shall be entitled to a Leave Travel Allowance of K180,000.00 for 2004 and K 200,000 for 2005, which will be paid when proceeding on annual leave. This entitlement will not be accumulated. Where the employee does not avail of the Annual Leave or is permitted to commute annual leave, he/she is not entitled to the above stated allowance.

CLAUSE 32: FUNERAL ASSISTANCE

- a. In the event of death of an employee, spouse or own child up to 25 years of age, the employer shall provide the following:
 - i. Funeral Grant - K 200,000.00
 - ii. Standard Coffin
 - iii. One suitable vehicle to transport mourners to and from the local cemetery.
 - iv. 150 Kg Mealie Meal.
 - v. Firewood.
- b. In the event of death of worker's own father or mother, the employer shall provide a Funeral Grant of K 200,000.00. In such an event the employer may, at his discretion, render extra assistance to the employee.

CLAUSE 33: CHANGE OF OWNERSHIP OF BUSINESS ENTERPRISE

In the event of change of ownership of business enterprises, the current employer shall pay all benefits accrued to the employee in accordance with Clause 6 of this Agreement in addition to all statutory payments due, for such employees who have not consented to the transfer of contract or service as provided for under Section 35 of the Employment Act.

CLAUSE 34: DISTURBANCE ALLOWANCE

- a. Employees may be transferred from one station to another and upon being so transferred, the employer shall be responsible for moving the employee's personal effects.
- b. Employees on transfer from one station to another shall be paid a Disturbance Allowance of 50% of his/her monthly basic salary.

CLAUSE 35: VACATION OF ACCOMMODATION AFTER TERMINATION OF SERVICE

- a. Upon termination of services for any reasons whatsoever, the employee shall vacate the accommodation provided by the employer within 30 days of the date of such termination. In the event of death of the employee, the accommodation provided may be retained for up to 60 days.
- b. The employer may at his sole discretion permit the employee to stay in the house for such further period as he may deem fit.

CLAUSE 36: SUBSISTENCE ALLOWANCE

For an employee travelling on duty and spending the night away from the station of work, the employer shall provide accommodation and meals while on such duty.

CLAUSE 37: TOOLS ALLOWANCE

- a. The employer shall provide the necessary tools required by the employee in the performance of his/her duties.
- b. An employee who is required to use his own set of tools for the employer's business shall be paid Tools Allowance of K 20,000.00 per month.

CLAUSE 38: EDUCATION BONUS

An employee will, after qualifying in a professional examination relevant to his profession and approved by the employer at any level or part, be awarded an Education Bonus and salary increases.

CLAUSE 39: LONG SERVICE AWARDS

An employee will, after completing ten years of continuous service be considered for a Long Service Award, negotiated by the Employer with the Works Committee, taking into consideration the ability of the Employer to pay for such awards.

CLAUSE 40: SENIORITY DIFFERENTIAL

- a. Based on the number of years continuous service as at 1st January, 2004 all permanent and confirmed employees shall be eligible for a Seniority Differential detailed below which shall be added to salary as a one-time adjustment.
 - i. 1 to 5 years service - K 9,000.00
 - ii. 6 to 9 years service - K11,000.00
 - iii. 10 to 14 years service - K13,000.00
 - iv. 15 years and above - K16,000.00

CLAUSE 41: EMPLOYEES' SAFETY

- a. The employer and the Union shall organise for the conduct of health and safety lectures regularly at the place of work, to devise rules and regulations regarding the health and safety of employees which shall be appropriate to each section on the basis of its operations. Such rules and regulations shall include the provision of first aid kits at the place of work.
- b. In conjunction with the Union the employer shall from time to time provide training for his/her employees on matters relating to their health and safety.
- c. The employer shall endeavour to provide medical adequate attention to employees.

CLAUSE 42: AIRLINE FOOD HANDLING

All employees engaged in Airline Food Handling shall be entitled to handling charge negotiated by the Union and the Employer on food served to international aircraft and international routes undertaken by local aircraft.

CLAUSE 43: RISK ALLOWANCE

Employees engaged in safari expeditions shall be entitled to Risk Allowance to be negotiated by the Union with the employer, i.e. Expeditions, Sobek Fishing Competition, Game Viewing etc.

CLAUSE 44: TAXABLE ALLOWANCES INCORPORATED IN BASIC SALARY

The Agreement recognises that the following allowances have been incorporated in the Basic Salary.

- a. Transport.
- b. Education.
- c. Medical.

and therefore will not be paid separately.

CLAUSE 45: PENSION SCHEME

The Association shall in conjunction with the employers and the Union endeavour to establish an approved Pension Scheme, either collectively for all the employers or for individual employers, to be administered by approved Pension Trust Fund. The Pension Scheme will be contributory on the part of the employee and the employer. Such a Pension Scheme, when introduced, will be in place of the existing retirement benefits structures covered in Clause 6 to Clause 9 of this Agreement and not in addition thereto. The decision to join or not to the Pension Scheme will be at the sole discretion of the employer unless made obligatory by law. The Association, the employer and the Union shall endeavour to ensure that such a Pension Scheme provides for benefits to the employees that are, at least equal to the alternative benefits under the retirement benefits scheme.

CLAUSE 46: DISCIPLINE

46. A POLICY

The Union acknowledges that it is the function of the employer to maintain order, discipline and efficiency and that it may be necessary to discharge, dismiss, suspend or otherwise penalize employees for proper causes, in accordance with agreed statement of disciplinary policy for the industry, provided that the disciplinary actions are made known to the Union and may be subject to discussion.

46. B SUSPENSION

The employer reserves the right to suspend an employee from employment with or without pay for a maximum of thirty days depending on the gravity of the offence. The employer shall have the discretion to extend the suspension subject to agreement of the Union Branch Committee. If after completion of the investigations, the employee is not found guilty of any offence, he or she shall be entitled to full pay for the period of suspension.

46. C CODE OF DISCIPLINE AND PENALTIES

C 1 OFFENCE – Late coming of twenty minutes and above within a thirty day Period.

- 1st Breach – Written warning.
- 2nd Breach – Written warning.
- 3rd Breach – Final written warning.
- 4th Breach – Discharge.

C 2 OFFENCE – Absence from work without permission for less than five continuous days.

- 1st Breach – Written warning and loss of pay for the period of absence.
- 2nd Breach – Final written warning and suspension without pay for up to 7 days.
- 3rd Breach – Discharge.

C 3 OFFENCE – Absence from work without permission for five or more consecutive Days (deemed as desertion).

- 1st Breach – Discharge.

C 4 OFFENCE – Lack of efficiency, leaving workstation without permission, negligence, disturbing fellow workers, failure to comply with company instructions communicated in writing.

- 1st Breach – Written warning.
- 2nd Breach – final written warning.
- 3rd Breach – Discharge.

C 5 OFFENCE – Insubordination, use of abusive language, threatening, violating safety rules, sleeping on duty, issuing unauthorised press statements, soliciting assistance or influence outside the terms of grievance procedures.

- 1st Breach – Written warning and suspension without pay for not more than 30 days.
- 2nd Breach – Discharge.

C 6 OFFENCE – Drunkenness on duty, fighting at work premises, and causing disruption as evidenced by a worker's representative wherever possible.

- 1st Breach – Discharge.

C 7 OFFENCE – Gross Misconduct

- 1st Breach – Discharge.

C 8 OFFENCE – Unauthorised consumption of alcohol whilst on duty, using or attempting to use services provided by the establishment for the customers, or serving any member of staff or providing him/her with facilities provided by the establishment for customer without authority from the Management.

- 1st Breach – Written warning and suspension without pay for not more than 30 days.
- 2nd Breach – Discharge.

C 9 OFFENCE – Assault, Theft, Fraud, Forgery, Malicious damage to Company property, riotous behaviour at a work place, refusal to obey lawful instructions at a work place, starting or provoking a fight with a customer at a work place.

- 1st Breach – Summary Dismissal.

C 10 OFFENCE – Gross Negligence

- 1st Breach – Summary Dismissal.

CLAUSE 47: DURATION OF AGREEMENT

This Agreement shall be valid and binding on the parties for a period of two years from 1st January, 2004 except for Clause 12 relating to Basic Salary, which shall be reviewed annually by mutual agreement between the parties hereto.

For and on Behalf of the
Hotel Catering and Allied
Workers Union of Zambia

.....
DENNIS CHIRWA
Information and Research
Secretary.

.....
SYLVESTER MUSOKA
Organising Secretary.

.....
MORGAN NGWENYA
Witness/Branch Chairman.

DATE:

For and on Behalf of Mumana
Pleasure Resort Limited

.....
SYLVIA ENEKE
Managing Director.

.....
MR MAPACH
Accountant.

.....
MR F.K PHIRI
Administration Manager.

DATE:

Appendix 6: Statistics

Table 1:
Allocations and actual spending in NOK, 2000-2005.

| <u>Year</u> | <u>Budget</u> | <u>Revised Budget</u> | <u>Actual expenditure</u> |
|-------------|---------------|-----------------------|---------------------------|
| 2000 | ... | | ... |
| 2001 | ... | | 126.802 |
| 2002 | 340.000 | | 347.783 |
| 2003 | 327.613 | 319.088 | 172.137 |
| 2004 | 310.000 | 272.400 | . |
| 2005 | 320.000 | 200.000 | . |

Source: LO Norway's annual report to NORAD

Table 2:
Nominal and potential membership in HCWUZ and Chodawu, 2000-2005.

| <u>Year</u> | <u>HCWUZ</u> | | <u>Chodawu</u> | |
|-------------|---------------------------|-----------------------------|---------------------------|-----------------------------|
| | <u>Nominal membership</u> | <u>Potential membership</u> | <u>Nominal membership</u> | <u>Potential membership</u> |
| 2000 | 3.000 | 18.000 | 21.000 | 80.000 |
| 2001 | 3.000 | 18.000 | 21.000 | 80.000 |
| 2002 | 3.000 | 18.000 | 21.000 | 80.000 |
| 2003 | 3.000 | 18.000 | 21.000 | 80.000 |
| 2004 | ... | ... | ... | ... |
| 2005 | ... | . | ... | . |

Source: LO Norway's annual application/report to NORAD

Appendix 7:

List of documentation and literature.

Applications from IUF to LO Norway
2000-2004

Reports from IUF to LO Norway
2001-2003

Reports from LO Norway to NORAD
2000-2003

Applications from LO Norway to NORAD
2000-2005

"Profile of the Labour Market and Trade Unions in Tanzania",
The LO-FTF Council, April 2003

World Development Report, The World Bank

World Bank Atlas, The World Bank

Human Development Report, UNDP

ICFTU, AFRO

Various documents from CHODAWU

Various documents from HCWUZ

The following web-sites have been used:

www.icftu.org

www.icftuafro.org

www.ilo.org

www.worldbank.org

www.imf.org

www.undp.org

Appendix 8:

Abbreviations.

| | |
|---------------------|--|
| CHODAWU | Conservation Hotels Domestic and Allied Workers Union, <u>Tanzania</u> |
| CBA | Collective Bargaining Agreements |
| DANIDA | Danish International Development Assistance, <u>Denmark</u> |
| HCWUZ | Hotel Catering Workers Union of <u>Zambia</u> |
| ICFTU | International Confederation of Free Trade Unions |
| ICFTU - AFRO | ICFTU Regional Organisation, Africa |
| ILO | International Labour Organisation |
| IUF | International Union of Food, Agricultural, Hotel, Restaurants, Catering, Tobacco and Allied Workers Associations |
| HRAF | Norwegian Hotel and Restaurant Workers Union, <u>Norway</u> |
| KUDHEIHA | <u>Kenya</u> Union of Domestic, Hotels, Educational Institutions, Hospitals and Allied Workers Union |
| LO | The Norwegian Confederation of Trade Unions, <u>Norway</u> |
| NORAD | The Norwegian Agency for Development Co-operation, <u>Norway</u> |
| TFTU | <u>Tanzania</u> Federation of Trade Unions (now: TUCTA) |
| TUCTA | Trade Unions' Congress of <u>Tanzania</u> (Previously TFTU) |
| UHFAWU | <u>Uganda</u> Hotels, Food and Allied Workers Union |
| ZCTU (Za) | Zambia Congress of Trade Unions |