



Climate Smart Solutions (CSS)

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HUMAN RESOURCES POLICY & PROCEDURES MANUAL

January, 2022

PREAMBLE

This manual is meant for use as a reference by management staff in the areas of human resource to guide them for effective and efficient running of the Organization

The manual will also assist all members of staff to know and be conversant with the basic procedures, terms and conditions of service of CSS so as to increase efficiency and competence in their day to day operations.

For Human Resource Department, the manual is meant to inject efficiency in management and particularly to ensure that adequate numbers of the right calibre of staff are available and ready to perform the company duties in a responsible and effective manner.

The Manual is divided into seven chapters.

Chapter 1: General Description of the organization, the Introduction and Background describes the **CSS** services, specifies the vision and mission statements, core values, core products and services, the purpose and scope of the manual, the objectives, distribution of the manual, who should use it and the organisational structure.

Chapter 2: Staff Recruitment and Deployment deals with rules and procedures of how human resources are sourced, tested, selected and successfully recruited into the services of CSS.

1. **Chapter 3: Standard Employment Terms and Condition** for every employee and staff who shall sign an Employment Agreement with the organization stipulating terms of service and rules and regulations governing terms and conditions of the engagement such as termination, confidentiality, indemnity, among others.

2. **Chapter 4: Standard working terms and conditions** for serving staff and covers a wide range of issues affecting staff working conditions and welfare such as working hours, staff deployment, handing over procedures, dressing code, staff

remuneration, transport, medical insurance, pension scheme, remuneration, transport, medical insurance, pension scheme, annual leave among others.

3. **Staff Code of Conduct** relating to general staff conduct, dealing with clients, inter-staff relationship, privacy and disciplinary procedures.

4. **Staff Performance Appraisal, Training and development** sets out general guidelines for performance evaluation, annual performance appraisal, use of performance appraisal, monitoring performance of employees and staff training and development.

5. **Staff Occupational safety and Health.**

This chapter outlines the organization's responsibility for staff occupational safety and health and its policy on prevention and management of staff diseases.

I am confident that all **CSS staff** will dedicate their time to digest the contents of this manual and endeavour to apply the knowledge therein contained in effectively and diligently discharging their roles at **CSS** in particular and serving our great nation Tanzania at large.



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CSS EXECUTIVE DIRECTOR

Date. 01/02/2022



CHAPTER ONE

GENERAL DESCRIPTION OF THE ORGANISATION

1.0 Background and introduction:

Agricultural production and productivity in Tanzania, like many other African countries is very low, while genetic and natural environmental potential is high by 5-7 folds than current productivity. Low production in turn causes food insecurity and poverty for societies depending on agriculture for livelihoods. In addition, poor farming practice increased environmental degradation such as soil erosion and fertility depletion water resources pollution. Low knowledge of the best improved good agronomic practices and innovative capacities for developing enterprises along the agricultural value chains and best natural resources management practices not only cause low production but also heightened unemployment rates and poverty.

Research and development effort in the country have come out with number of improved farming practices and products and improving the values chains, which include improved crop seeds and animal breeds, fertilizer products, nature management, safe pesticides, grading, processing etc. However, the uptake of these seeds or breeds, products and practice are still low due to inadequate knowledge in the society, few opportunities in educational and exposure of transformative ideas and actions, which in turn hold back pace for sustainable development in Tanzania. CSS has experienced and expert human resources for increasing innovative capacities and learning opportunities to transform farming communities using human centred action research and development approach in appropriate innovations for sustainable intensification of production and entrepreneurship in commodity value chains. This would increase productivity, alleviate poverty and increase employment opportunities.

1.1 LEGAL STATUS OF CSS

CSS Climate Smart Solutions (CSS) is a local non-governmental organization registered on 7th September, 2021 under Non-Governmental Organizations Act, No. 24 of 2002, with registration number 00NGO/R/2284, the office is mandated to work in all the districts in Tanzania mainland. The head office is based in Arusha, within OIKOS East Africa grounds Street, c/o Oikos East Africa, Haile Selassie Rd., Plot 165, House N 12, P.O. Box 23101, Arusha, Tanzania.

1.2 Vision and Mission Statements

1.2.1 Vision Statement:

Building a sustainable economy of underserved rural communities that provides life to present and future generation.

1.2.2 Mission Statement:

CSS committed to Works with rural, indigenous communities toward building an economy that provides for a healthy and resilient natural environment; biodiversity conservation, clean water, healthier food, and meaningful livelihoods and vibrant cultures and inclusive societies.

1.2.3 CSS Core Values

Integrity: Trustworthiness, fairness and sincerity to members, public and development partners.

Transparency: Openness and honesty in dealing with development partners, members and public in general.

Teamwork Spirit: Solidarity, togetherness and collaboration in sharing resources, executing activities among members and with partners and the public.

Equality: Ensure equal opportunity and non-discrimination irrespective of gender, class, race, location, religion, color, disability, ethnicity etc.

Volunteerism: Passion for organization, commitment and dedication of resources at time of need in service delivery.

Innovation: Creativity in developing solutions, managing resources and delivery of services.

People Centred Development: Improving local communities' self-reliance, social justice, and participatory decision-making in social, political, and environmental values and practices.

Mutual Respect: Recognize development ideas and contribution of all people, typology and value of diversity.

Passion: Tolerance, participation and accountability and strive to become and remain a member driven organization.

Objectives

12.1 The Organization's main objective:

Contributing and facilitating sustainable development in Tanzania, Africa and world at large through innovation and transfer of knowledge in climate change mitigation and adaptation with climate smart technologies in relation to forest and biodiversity conservation, as well as water management while developing value chains derived from natural resources for rural entrepreneurship and employment opportunities, while ensuring ecological, social and economic sustainability.

12.2 The Organization's specific objectives include, but not limited to:

- a. Promote and foster innovative integration of sustainable and productive ecosystem services with environmental conservation at local and national levels into policies and implementation of programmes that is relevant and aligned to commitments of agenda 2030 of the United Nations Sustainable Development Goals
- b. Improve knowledge of society members on climate smart technologies applied in agriculture and natural resources management for sustaining agricultural productivity, the environment and biodiversity conservation.

- c. Establish and promote effective human centred development approach that incorporates a gender perspective in planning, monitoring and evaluation of community in agriculture and natural resource (water, forest and land) management for ensured social welfare.
- d. Promote food security programmes and/or projects that support the society's capacity to integrate innovative agriculture and natural resource management practices.
- e. Assess differential impacts of various agricultural activities on the environment and the society and recommend measures that will restore a clean and healthy environment for the society.
- f. Carbon financing

1.3 Purpose and Coverage of the Manual

The guidelines in this policy document are intended to facilitate smooth operations of the organisation in order to achieve its overall objective in an effective and efficient manner. The manual serves as a working and guidelines of what the employees expect from the organisation and what organisation expect from them. The rules and regulations in this policy document apply to all categories of staff assigned to or contracted by CSS. In cases where this policy document does not provide rules and regulations, the Management Board in consultation with the Executive Director shall provide guidance.

The immediate objectives of this policy document are to:

- i. Provide for objective and transparent decision making in company management and staff management issues;
- ii. Provide detailed systems and procedures for personnel, financial and administrative management.
- iii. Specify responsibilities within the organization
- iv. Provide a structure for information flow within the management and administrative structures.
- v. Act as point of reference for matters relating to staff and organization in general.

The manual will help to initiate, nurture and develop a corporate culture, which is essential for sustainability and prosperity of the organization. The development of corporate culture is a long process that requires deliberate effort and commitment by all members of the organization.

1.4 Distribution and Revision of the Manual

Distribution

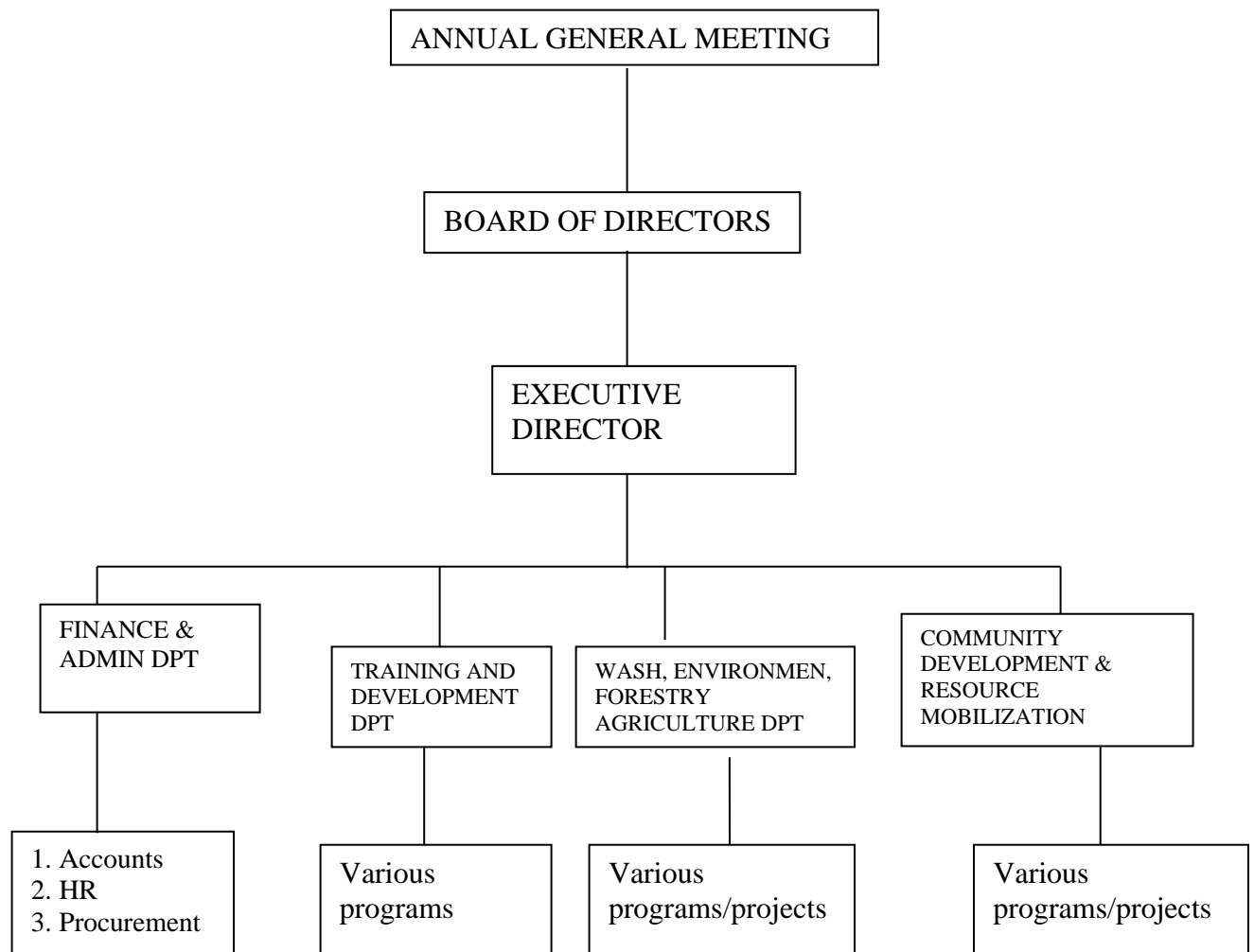
All employees and Board shall have access to copies of the manual. The manual will under no circumstances serve as a public document. It is only for internal use, limited to CSS and its employees. Its distribution outside organization shall be at the discretion and approval of the Board.

Bound copies of the manual shall be prepared and distributed to the Board, the Management and heads of department and all staff including new ones as they are deployed in the organization.

Revision

- This manual shall be updated periodically as need arises but shall be completely revised every five years to reflect changes in the organizational operational environment.
- Updating of the manual shall be initiated by the Human resource manager with approval of the Executive Director.
- Any endorsed modification before the 5 years period shall be distributed to the Board management and management staff.

THE CSS ORGANIZATION STRUCTURE



THE ANNUAL GENERAL MEETING

The general meeting shall be the supreme organ of the organization. The general meeting shall be composed of all persons whose membership is valid as per CSS constitution at that particular time.

THE DUTIES OF THE ANNUAL GENERAL MEETING

- i. Receive and adopt the Chair persons' report on the organization activities since the last annual general meeting.
- ii. Receive the accounts statement for the preceding financial year
- iii. Elect the Chairperson and members of the Board of directors after every three years
- iv. Review the Board of Directors reports
- v. Approve audited reports
- vi. Appoint an Auditor for the ensuing year and fix the auditors' fees
- vii. To admit members to the organization
- viii. To provide the legal protection to organizations' assets and properties
- ix. To approve acquisition, disposal, transfer or sales of the organizations' properties and assets
- x. To approve the general policies and guidelines in relation to organization activities
- xi. To direct the board of directors to undertake any specific activities in line to organization development
- xii. Transact any other issues of an urgent nature of which a due notice has been given
- xiii. Delegate any such power to the board of directors as it may consider necessary

THE BOARD OF DIRECTORS

The management and control of CSS is entrusted to the Board of Directors which is responsible to the General meeting.

THE DUTIES OF THE BOARD OF DIRECTORS

- i. The Chairperson shall be the spokesperson of the organization
- ii. To fix the date of general meeting and propose the meeting agenda
- iii. To review the action plans, programs activities, staff terms of services, budgets and any other matters proposed by the management team
- iv. To define the strategies for activities implementation of resolutions of the General Meeting and give instruction to the Executive Director to carry out implementation of the programs
- v. Fund raising activities through borrowing, donation or gifts in form of money or any other asset
- vi. To recruit the Executive Director and terminate him/her of any misconduct
- vii. To appoint and or dismiss a senior of the organization up on recommendation by Executive Director
- viii. To review the financial statement of the organization and present to the general meeting
- ix. To propose members to be admitted to the organization
- x. To propose acquisition, sales, disposal, or transfer of properties and assets of the organization
- xi. The Board of Directors may delegate powers to Chairperson of the Board as may be necessary
- xii. To conduct annual Board Self assessment
- xiii. The Board shall have such power to invite any person to its meeting as may deem necessary.

The Executive Director,

- i. He /She shall be the secretary to Board of Directors and shall attend all meetings of the Board and shall be responsible for

the day to day undertakings of the organization and report to the Board.

- ii. Develop the organization's strategic plan for approval by the Board of Directors
- iii. Implement the approved strategic plan including leading the development of a growth strategy and annual work program for the organization, including short, medium, and long-term milestones, budget, regular reporting mechanisms (including financial progress reports), and a monitoring and evaluation framework to measure results and impact, as well as proposed strategic linkages to all stakeholders
- iv. Identify potential funders of the organization, develop fundraising plans, and prepare requisite presentations, concept notes and proposals.
- v. Conduct outreach, stakeholder awareness, and engagement as well as stakeholder awareness and engagement with external partners for the organization;
- vi. Prepare donor progress reports related to the status of implementation of the organization;
- vii. Development and implementation of organization's training programmes

THE MANAGEMENT TEAM

The management team of the organization shall compose of heads of Departments and any other co-opted professional or technical staff as may deem necessary. The management team works under the chair ship of the Executive Director and shall act as advisory organ to him/ her.

STAFF JOB DESCRIPTION

- i. Shall be responsible for all departmental activities and man power
- ii. Supervises the implementation of the departmental plans and reports on their implementation to the Executive Director

- iii. Collaborate with other head of departments
- iv. In charge of departmental meetings and reports to the management team
- v. Lead the departmental plans and budget
- vi. Implementation of departmental activities as planned
- vii. Any other role assigned by the Executive director.

Finance and Administration Manager

Financial

- i. Oversee all finance and accounting functions including budgeting; asset management; cash flow management; payroll; management reporting; financial, variance and accounts analysis; in accordance with generally accepted accounting principles, financial policies and procedures and all other applicable laws, rules and guidelines. Establish and implement financial procedures in line with organizational requirements
- ii. Recording and reconciliation of project recoveries and income recognition.
- iii. Timely and accurate recording of all financial transactions in line with organizational and donor requirements and deadlines.
- iv. Establish and prepare accurate and timely information for budget monitoring and progress reporting of programme funds and grants.
- v. Provide financial management advice on revisions of budgets, preparing periodical forecasts and any changes needed
- vi. Monitoring of the petty cash and bank balances to ensure sufficient funds are always available depending on the programme needs.
- vii. Management and reconciliation of the bank and cash accounts, preparation of the weekly cash counts and monthly financial records including cashbooks, ensuring financial and resource accountability and effective management for records as required for auditing.

- viii. Disbursement of cash advances and reconciliation to ensure recovery.
- ix. Control of salary payments to staff, including national insurance and tax liabilities, reconciling the same and monitoring medical expenses, subsistence allowances, mobile phone usage, etc.
- x. Collection and filing of regular financial reports and budget records.
- xi. Represent budgets and finances to relevant stakeholders when requested
- xii. Recruit and manage Finance/Administration staff in line with good organizational practice

Administration/ Logistics

- i. Oversee all aspects of human resource management for all employees including but not limited to recruitment, induction, development and termination, in consultation with relevant organs of the incubator, performance management, facilitating the process of setting benefit and compensation packages, and implement Board-approved employee policies in accordance with relevant Employment law requirements
- ii. Establish and implement administration and logistics procedures in line with organizational requirement
- iii. Identify, establish and manage an effective working office for the programme ensuring effective security.
- iv. Identify, establish and manage accommodation for international staff ensuring effective security.
- v. Establish and manage all procurement and logistics activities including possible management of vehicles and drivers.
- vi. Cover essential duties in the absence of other personnel o Represent the organization at relevant meetings
- vii. Contribute to the adherence of all security guidelines
- viii. Preparation and delivery of basic book keeping training and related subjects.

- ix. Provide support, guidance and training to financial and nonfinancial managers and colleagues.
- x. Other duties as assigned by Executive Director

Accountant(s)

Accountant(s) will report to the Head of Administration and Finance and will assist him/ her in the following:

- i. To supervise that all financial books of the organization are maintained properly
- ii. To endorse purchases and expenditures
- iii. To be responsible for issuing petty cash vouchers, receipt books, delivery note books etc.
- iv. To endorse imprests and allowances
- v. Endorse issuing of goods and purchases
- vi. Supervises organization purchases
- vii. Supervises organization stock taking twice per annum
- viii. To supervise the compilation of financial reports for the specific units and the organization as a whole
- ix. To follow up the flow of external financial contributions
- x. Prepare monthly payrolls
- xi. To check the cash book and bank book weekly and monthly
- xii. To make sure that financial regulations are implemented accordingly
- xiii. To inform the management of the financial situation of the organization
- xiv. Do monthly bank reconciliation
- xv. Any other duty assigned by FA head

Procurement officer

Procurement Officer(s) will report to the Head of Administration and Finance and will assist him/ her in the following:

- i. Estimate and establish cost parameters and budgets for purchases

- ii. Create and maintain good relationships with vendors/suppliers
- iii. Make professional decisions in a fast-paced environment
- iv. Maintain records of purchases, pricing, and other important data
- v. Review and analyze all vendors/suppliers, supply, and price options
- vi. Develop plans for quotation in purchasing equipment, services, and supplies
- vii. Negotiate the best deal for pricing and supply contracts
- viii. Ensure that the products and supplies are high quality
- ix. Maintain and update list of suppliers and their qualifications, delivery times, and potential future development
- x. Work with team members and Procurement Manager to complete duties as needed
- xi. Any other responsibility assigned by FA head

Training and development

- i. Oversee curriculum design and development
- ii. Improve the quality of training materials from time to time according to the prevailing policies and market demand
- iii. Coordinate both long and short-term capacity development among organization staff
- iv. Provide training and consultancy to the external clients
- v. Assessment of capacity development needs within the organization
- vi. Enrol both short and long-term students
- vii. Collaborate with other National training institutions
- viii. Any other roles assigned to him by the Executive Director

Environment, Biodiversity & water management

- i. Conduct training on improved Climate smart techniques

- ii. increasing environment conservation while ensuring agricultural productivity to support increased incomes, food and nutritional security
- iii. Establishment and management of farmers field schools and demo plots
- iv. Conduct applied research on restoration, permaculture, sustainable agriculture and nutrition
- v. Enhance sustainable intensification in forestry management
- vi. Coordinate all environmental management strategic plan and policy issues
- vii. Reduce water pollution, water management and soil conservation
- viii. Advocacy on climate smart practices
- ix. Strengthening national and local knowledge, information, and evidence on different CS practices
- x. Wider adoption of climate smart agriculture technologies and practices through strengthening of the extension services on climate related matters and conducting of farmer field trials for various climate smart agriculture practices
- xi. Any other related responsibilities assign by ED

Community Development and Resources mobilization

- i. Mobilization and support of communities to form associations as a learning platform
- ii. Sensitization and capacity building of communities on matters of forestry and water management as well the gender mainstreaming
- iii. Resource mobilization through proposals, fund raising and establishment of income generating activities
- iv. Linking communities to potential organizations to support their economic activities
- v. Promoting community participation in problem identification, planning for problem solving,

implementation, monitoring and evaluation for ownership and independence

- vi. Monitoring project implementation by the groups to ensure adherence to the funding conditions and achievement of value for money
- vii. To prepare and coordinate implementation of the Community Development Policy such as child safeguarding and protection
- viii. To develop guidelines on participation of people in the process of community development using available local resources
- ix. Research, develop, disseminate and encourage the use of appropriate technologies as the means of improving productivity particularly in rural areas.

CHAPTER 2

STAFF RECRUITMENT AND DEPLOYMENT

2.1. Principles of staff recruitment

CSS is conscious to the policy of providing equal opportunity for all applicants and respects the doctrine of non-discrimination in employment, regardless of race, colour, tribe, religion, sex, age, or political affiliation. The procedures of recruitment shall be transparent, fair and guarantee equal opportunities. Only persons who meet the highest standards of morality and professional qualifications will be considered for employment in the organization.

2.1.1. JOB VACANCY ANNOUNCEMENT

Job vacancies will be advertised by the Executive Director through announcements to CSS and public office notice board, in newspapers, and other means, as deemed appropriate. All advertisements will be based on the relevant job description and will indicate requirements for level of education, work experience, and special skills, as applicable. The advertisement will also clearly indicate deadline for submitting applications, referees etc.

2.2. INTERNAL RECRUITMENT

2.2.1. Principle

A competitive process will be followed in all recruitments. Applicants from within the organization will be placed in the pool of candidates to be considered for the position.

However, in the event that the selection comes down to two candidates with equal potential for a position, one from inside organization and one from outside, preference will normally be given to the internal candidate. It is also expected that

experience with organization culture and philosophy will make an applicant more competitive.

2.2.2. Procedures for recruitment

The following is the description of the normal procedures followed in recruitment for vacant positions.

- (a) A vacancy will be announced through newspapers or other means deemed appropriate
- (b) Anyone having the qualification and wishing to apply for the position should do so.
- (c) The closing date shall be three weeks since the first appearance of the announcement
- (d) Normally, all candidates meeting the basic requirements for the vacant position will be interviewed.
- (e) All candidates interviewed will receive notification of the results of the interview.

2.2.3. Screening

Screening and short listing of applicants will be the responsibility of the head of finance and administration and the respective head of department for the position with the support of the Executive Director and any other senior staff whenever necessary. As applications come into the head of finance and administration/head of department, they will review and screen out those that obviously do not meet the minimum requirements for the position. All other applications will be passed on in a timely way to the Executive Director for the position for review and short-listing. In situations where a position may be accountable to more than one Head of department, all Head of departments must be involved in the process of screening and short listing. The number of short list will be agreed during screening. In case the minimum requirements were not met by more than two third of the applicants, the position will be re-advertised in order to have more competitive pool.

The screening for senior staff for such as head of departments shall be done by Executive director, Head of finance and administration, one senior staff served the organization for more than 5 years and one body member.

Screening for the position of Executive Director will be done by the chairperson of the board and one board member in collaboration with the head of finance and administration.

2.2.4. Interview process

After short listing process is complete, the candidates will be notified the date of interview. There shall be two interviews, oral and written which will be done in the same date. The interview questions will be set according the skill required by the position in question. The interview for the position of head of department and above shall be done by the executive director, at least two board representatives and any other two experienced officials from outside the organization. For the position of Executive Director, the process will be executed by all board members, head of finance and administration and any other two invited senior individuals from outside the organization. For ordinary staff the process will be done by the Executive Director, respective head of director in which the position is vested and the management team.

There shall be no any refund claimed by the candidate(s) for the interview

2.2.5. Salary Determination

The salary allocated for new recruits under normal circumstances will be at the entry level (band) of the position being offered. However, in cases where candidates may have significant experience and strong qualifications, the interview committee may recommend a higher starting point to the Executive Director with justification and rationale provided. Once the offer has

been agreed by the interview committee, the Executive Director will make the job offer to the successful applicant. If the candidate doesn't accept the offer, then the executive director will provide the offer to the second candidate in grade and inform the board accordingly. In any circumstances where the first and second candidates both reject the offer, the executive director shall inform the board on the circumstances. The board shall therefore give the directives on next decision. All prospective candidates should be informed at the time of interview that once the offer is made reference checks would be sought.

2.2.6. Reference Checks and probation period

Confirmation of employment to any candidate is subject to CSS obtaining satisfactory references from at least two responsible persons, one of who should be a character referee and the other a professional referee. Once a candidate has been selected and has accepted the offer, the executive director will send out a standard reference form to all the candidate's referees. The candidate will be under probationary period for the initial period of three months. Upon satisfactory performance and meeting all other terms and conditions after the initial probation period, the candidate shall be confirmed. However, under the circumstances where the candidates' performance is questionable during the first probationary period, another three months probation period will be granted with serious mentorship and coaching. If the candidate didn't improve after the second probation period then he/she shall be terminated from service.

If a negative reference is received from at least two referees, then the offer will be nullified. All reference checks will be treated as confidential documents and therefore will be filed in the employee personal confidential file. Submission of any false information pertaining to references will cause a summary dismissal of the employee. If the referees don't respond with no

apparent reason for the first three months beside several remainders, then probation period will be extended while other decision shall follow afterwards and Executive Director will notify the employee up such decision.

2.3. Appointment Authority

The final authority for all appointments lies with the Board of Directors. This authority will have final say on all re-assignments and resolving disputes that may arise between the Executive Director and other management team members.

2.4. Acceptance of an Employment offer

Offer of employment with CSS shall be in writing stating the post on offer and outlining terms and conditions of service. All letters of appointment shall be signed by the head of Finance and Administration or delegated authority. The appointee shall be required to communicate acceptance of the offer in writing before taking up the appointment.

Every employee shall upon acceptance undergo medical examination by a registered medical practitioner.

Details will be available in the Finance and Administration Manager's office. An offer of a job shall remain valid for a period not exceeding two calendar months.

Effective date of employment shall be the first day of reporting on duty and salary for the first month shall be determined for the number of days worked in that month on a prorate basis.

A standard contract shall be offered to all staff. The contract shall specify for the individual appointee the following:

- i) Effective date and duration of appointment
- ii) Job title
- iii) Salary scale, starting salary, and other benefits accruing from the position
- iv) Duty station

v) Supervisor

A signature on the contract by the employee shall be an indication of acceptance of the terms and conditions as stipulated in the contract, the CERDS policy document and the terms of reference of the position offered. No staff shall be paid a salary or any other entitlements without a duly signed contract

2.5. MEDICAL FITNESS

All employment is subject to a physical examination given by approved government physician, including a urine test, blood test, and chest X-ray. The organization will cover the cost of the medical examination, if any. CSS reserves the right to deny employment if serious health problems are identified which would find the candidate unfit for the position. The medical examination result will be treated with the high level of confidentiality and integrity

All drivers will be required to take an eye examination.

2.5.1. Age restriction

The minimum age for employment with CSS is 18 (eighteen) years, effective on the date of employment. No persons under the age of 18 shall be employed by CSS. The above limit shall not exceed 60 years. The employee has the right to voluntary retirement at the age of 55 years. However, under special circumstances a person above the age of 60 years can be hired up on explicit approval of the Board.

2.6. Education and authentication of personal data

At the time of appointment, every member of staff shall be required to submit copies of their national identity cards (ID), detailed curriculum vitae, academic and professional certificates and two current passport size photographs to the management and fill a personal data form available in the Executive Director's Office.

The above submissions shall be filed in the personal file of the employee. The date of birth shall be, disclosed by the appointee and must be testified by an original birth certificate or an affidavit. For purposes of medical benefits, the staff shall indicate in writing his/her immediate family members.

Every staff shall be required to declare in writing their next of kin, who may be contacted in case of an emergency. The member of staff shall reserve the right to change or cancel the next of kin at any time in writing. CSS reserves the right to authenticate, in such manner as it shall deem necessary, a prospective employee's employment and salary history, educational qualifications and references.

2.6.1. Induction and Orientation

All new employees shall receive a formal programme of induction and orientation to familiarise them with the goals, objectives, policies, structure, working relationships and work practices of the organization and on-job training, where necessary. The management shall plan and schedule the programme and liaise with and co-opt senior members of staff to participate in the presentation of the programme.

2.6.2. Long- Term Contract

Employees provided with a contract for two or more years are considered long term contract staff. However, this type of contract does not guarantee continued employment beyond the period of the contract, and does not preclude termination of the employee due to a reduction in work force, budget cuts/restraints, poor work performance, or disciplinary cases. For new staff whose positions are funded within a specific project, the ending date of employment indicated on the initial contract of employment should be the ending date of the project.

2.6.3. Short Term Contract

Employees provided with a contract for a specified period less than 12 months are considered short-term (temporary employment) contract staff.

2.6.4. Acting Appointments and Job Rotation

Where a post is likely to remain unoccupied or vacant for any reason for more than one month, an appropriate member of staff in the same or next lower rank shall be appointed to fill the unoccupied post in an acting capacity on the recommendation of the management to the relevant appointing authority.

Acting appointments shall not exceed six (6) months, save for special circumstances approved by the Board. Acting appointments shall be reviewed after this period by the management, which will then make an appropriate decision with a view to confirming the incumbent in that position, if it is vacant. The Board shall be informed on such management decisions

2.6.5. Recruitment of Experts /Consultants

For the special task that cannot be done by the CSS staff, local or international consultants shall be recruited through selective or competitive bidding. In case of selective or competitive bidding, a bidding consultant shall submit an approach memo on the basis of the Terms of Reference, giving a detailed operational plan for the consultancy, including a proposed timeframe, budget and payment schedule.

All bidding documents shall be evaluated by a committee comprising the Board, the Executive Director and any other co-opted person. An evaluation report shall be produced by the Board on the basis of which a consultant shall be selected.

CSS shall develop detailed Terms of Reference (ToR) for each consultancy. The Terms of Reference shall stipulate at least the background, objectives, activities, outputs, report outline (where relevant) and timeframe.

The selected consultant shall negotiate the final Terms of Reference and the consultancy fees shall be established through negotiations and according to qualifications, experience and local/international rates subject to availability of funds. An advance of 50% payment can be made before starting the activity and the remaining 50% being paid after the satisfactory completion of the consultancy and submission of all required deliverables

2.6.6. Casual Contract

Employees who are provided with specific short-term work on a daily, weekly or monthly basis are considered casual employees. These employees are not entitled to any benefits apart from their payments for the work done. Casual employees can be hired for no more than 90 continuous days. Employees hired as casual labourers are not required to sign a contract. A muster roll will be kept for effecting payments of casual labourers.

CHAPTER 3

Standard EMPLOYMENT TERMS AND CONDITIONS

3.1. EMPLOYMENT TERMS AND CONDITION

Every employee and staff shall sign an Employment Agreement with the organization stipulating terms of service and rules and terms and conditions of the engagement. He/she shall be provided with a chance to go through this Human Resource Manual as part of their orientation to CSS.

3.2. Employee Records

Every employee shall have his/her own file to keep various records throughout his/her entire service with the organization.

The open personal file contains the following:

- 1) The employee's copies of certificates, etc.
- 2) Personal Resume or Curriculum Vitae.
- 3) Personal Particulars Form.
- 4) Copy of birth certificates or some other form of identification.
- 5) Application letter.
- 6) Originals of references received concerning employee.
- 7) Original Contract of Employment.
- 8) Job Description.
- 9) Medical Clearance Certificate.
- 9) Annual Performance Appraisals.
- 10) All other documents, evaluations, personnel memos, letters of reprimand, warning, etc.

Personal files are strictly confidential and will only be accessible to authorized staff. Unauthorized viewing of personal files will be reason enough for disciplinary action. Employees have free access to their own personal files, however, under the supervision of the office secretary to insure that additions or

removals are not made to the contents of the file while it is outside of the file cabinet.

3.2.1. File Numbering

It is the responsibility of Head of Finance and Administration to work out file numbering. However, the basic factor is that each file will start with the letters **CSS/TZ/PF**—followed with the year in which the staff has been employed. This concerns the open personal file. As regards to the confidential personal file it will be abbreviated as **CSS/TZ/CPF..**

3.3. Changes in Status

Employees are responsible for informing the Executive Director in writing with copies to the HR and head of departments whenever changes occur in marital status, dependants, home address, contact information, and so on.

3.4. CONTRACT RENEWALS

On completion of a contract period, CSS may offer an employee the opportunity to renew an existing contract subject to the following conditions:

- The employee has performed well during the contract period and this is demonstrated through evaluation.
- There is a continued need of the services of the employee in the position to which he/she has been serving.
- There is continued funding to meet all expenses of the employee (salary, benefits, etc.).

Contract renewals for staff whose positions are funded from a specific project, the length of the contract renewal will correspond to the length of the project that is funding the continuation of the current position (with the second phase of a project, for example) or the new position to which the employee is being assigned.

Employees are duty bound to ask for contract renewal three months before the expiry of contract. Failure to do so may be taken for granted that the employee has no intention to renew the contract.

3.5. Employee transfer policy

CSS reserves the right to transfer personnel (apart from casual employees, consultants, or volunteers) when and where necessary within the working area. The organization primary obligation is to provide the best-qualified personnel and coverage to achieve its organizational goals. The Executive Director will inform employees in writing about the respective transfer.

An employee may request reconsideration of the decision regarding assignment or transfer if he/she has genuine reasons within three working days of the transfer notification. The final decision, nevertheless, rests with the Executive Director. Employees transferred outside of their place of engagement will be eligible for transport support and transfer allowance. The amount of allowance is the equivalent of 7 days of per diem at the going rate for the location of the new post. This payment will be made at, and after, the employee has physically moved to the new post. CSS will not cover any additional food, lodging, or incidental costs associated with the transfer.

3.6. Transportation of Family and Personal Effects

In principle, CSS will assist her employees in transporting their families and personal effects when proceeding to take up appointment at a new duty station. If staff is recruited within the same work station s/he will not be entitled to transfer assistance. In addition, entitlement for the assistance to transport family and personal effects is extended to contract employees whose contracts are of no less than two years duration. Contract employees are not entitled to receive this benefit however until after they have completed their

probationary period. However, if CSS has the means to provide transport for family and/or personal effects through vehicles that are available and the employee chooses to make use of this facility, then additional cash support will not be provided. Otherwise, the organization will cover the costs of transport as described below:

The distances for which **CSS** will cover costs are from the place of hire, or the current duty station, to the new duty station. The following policies apply:

1. Transportation of personal effects will be covered with a one-time payment calculated as Tonnage times distance times rate per ton per kilometre subject to a maximum of three metric tons. The current rate that may be subject to change is Tshs. 1,000 per ton per kilometre. Alternatively the management will determine the appropriate rate depending on existing market prices.
2. CSS will pay for ground transport of the employee and the employee's family members up to a maximum of one (1) spouse and four (4) children subject to the following restrictions:
 - (a) The employee has successfully completed probation period.
 - (b) The employee's family members are dependent on her/him in that they are either the legal spouse or children who are under 18 years as or 21 years if s/he is still in school/college
 - (c) The mode of transport used by family members is the most economical rail/road transport.

The following procedures will be followed:

1. After successful completion of the probation period, the employee may request for a short leave to collect the family. CSS will provide the employee a maximum of 7 unearned leave days. Additional days will have to be offset against earned leave.

2. The Head of Finance and Administration will verify the distance and rates applicable before approval of the request for funds to cover moving expenses for family members and personal effects.
3. The employee will thereafter shoulder the entire responsibility of movement of her/his family and personal effects.

3.7. The end of contract

At the completion of an employment contract, CSS will pay the expenses of repatriating an employee and his or her dependents. Transportation of personal effects will be covered for maximum of three metric tons. CSS will pay for ground transport of the employee and the employee's dependants up to a maximum of one (1) spouse and four (4) children using the most economical ground transport.

3.8. Misrepresentation

Should it become evident, subsequent to an employee's appointment, that the employment was the result of the employee's submission of false, unreliable, or flawed information, declarations, recommendations or certificates, the employee assuming an untrue personality or the employee deliberately concealing or keeping silent concerning an incident or a circumstance relevant to the employment requirements of CSS, the contract shall become null and void and the employee will be terminated without prior notice and without compensation.

3.8. Personnel categories and qualifications

Five main categories of personnel are distinguished. Most categories have several bands. Most of the bands have a particular job description and takes into account the present staffing reality that is already known to the organization.

3.8.1. General criteria for the staff categories

- Personnel of all categories are supposed to be directly employed.
- Grade 1 and 2 are expected to possess at least a Master's degree and have an experience of at least 5 years in a senior management position.
- Grade 3 and 4 are expected to possess a degree, advanced diploma or diploma, have at least 3 years NGO (or other relevant) experience.
- Grade 5 personnel are expected to possess a diploma or certificate and have at least 2 years working experience related to the field of speciality. Other personnel in this category are expected to have attained ordinary level secondary education and in case of drivers must have attended driving course in a recognized institution and have a valid license. The salary for each category shall be set by the board of directors from time to time as shall deem necessary.

Category 1

Executive Director:

Must possess a Masters degree and above or equivalent qualifications in the relevant field of the organization's focus areas.

The incumbent must have worked for a minimum of 7 years in senior management position out of which 3 years should be in an NGO. Should be able to work under pressure and meet deadlines.

Category 2: Head of Department or Programme head

Preferably the incumbent should have Master degree/Post graduate professional qualifications. Must have worked for a minimum of 5 years in management position out of which 2 years should be in an NGO. Should be able to work under pressure and meet deadlines.

Category 3

a) Project Officer

The incumbent should be a graduate and/or holder of advanced diploma. S/he must have worked for at least three years in a similar position. Should be able to work under pressure and meet deadlines. Entry band will depend on work experience.

b) Accountant

Must possess a degree in accounting or advanced diploma. The incumbent must have worked for a minimum of 5 years of post-qualification experience. In addition the accountant must be literate on computer common accounting software.

Category 4

Field/ Extension Officer:

Must possess a diploma in the field related to the post that is vacant. To qualify for the position of field or extension officer one must have worked for a minimum of 3 years in relevant field.

Category 5 Supporting staff

a) Assistant accountant:

He/she must be a holder of diploma in Accountancy from the recognized institute. He/she must have worked in the same field for at least 3 years in NGO institution. He/she must be able to use computer especially spread sheet and accounting packages.

b) Secretary:

He/she must be a holder of a certificate or diploma in secretarial services from a recognized institute and must have worked in the same field for at least 3 years. He/she have skills in office practice and versatile in word processing and spread sheet soft wares. Secretary should also be able to manage files, archives, and library and maintains office

equipments and provides logistical support. He/ she must handle confidential document with high level of integrity.

c) Cashier/Storekeeper

Cashier must possess basic book-keeping certificate and be able to work under minimum supervision. S/he must have worked in the same field for at least 3 years in NGO institution. An employee must be computer skilled, manages petty cash and stores.

d) Driver/Mechanic

A driver must possess a valid class 'C' driving licence. Must have worked within the organization for at least 3 years

e) Office Attendant:

Must be physically fit and able to read and write properly. S/he shall have a work experience of at least 2 years in the similar position.

f) Watchman

The security services shall be contracted to a reputable security company. The incumbent must have attended a militia training and have certificate or a National service training. He /She must be able to read and write.

3.9. EMPLOYEES BENEFITS AND COMPENSATION.

All staff unless otherwise specified in their contracts will be entitled to receive the following compensation usually paid on a monthly basis. Each employee shall pay all statutory requirements, income tax and National Social Security Schemes, or as may be required by the Government of Tanzania from time to time. The Board in relation to the budget shall decide the compensation package.

3.9.1. Salary Scales

The remuneration system is offered based on the following key criteria;-

- Education background

- Relevant experience
- Level of responsibility and supervisory role inherent in the job
- The complexity of the job
- A performance and learning evaluation system
- Available salary budget in the project

3.9.2. Basic Salary

The base salary is the monthly sum stipulated by the category and band/scale stated in the employee's contract of employment.

3.9.3. Payment procedures

- a. All employees will be paid according to the CSS scale.
- b. Payment of the first salary will start after the employee has started officially his/her duties. If the date of appointment differ from the actual start of the job, the actual start of the job will be the starting date of the salary
- c. A scheme of service shall be put in place so as to avoid confusion and grudges among staff especially professionals
- d. Salary increase or change from time to time shall depend on the availability of funds

3.9.4. Transport Allowance

Transport allowance will be paid 10% of the individual's basic salary.

3.9.5. Medical Allowance

(a) Cost of medical treatment

Generally this service will be provided by relevant social security scheme and in this case then workers are advised to choose social security scheme that offers best medical services.

3.9.10. OTHER STAFF BENEFITS

3.9.10.1. Workmen's Compensation

CSS will abide by the provisions of the Workmen's Compensation Cap 263 by ensuring that accurate payments are made by the organization on behalf of all its employees.

3.9.10.2. Severance Allowance

Subject to the provisions of Severance allowance Act, Cap 487 of 1963 and its amendments *Mutatis mutandis*, the employee who has been in continuous employment for a period of one year after probation confirmation shall be entitled to get severance allowance. Severance allowance is calculated by taking 5% of the last employee's basic salary multiply by number of months of continuous employment. This amount will be subject to tax deductions.

3.10. Social security contributions

CSS will make contributions to social security schemes on behalf of employees as required by the law.

3.11. Termination benefits

In case where the employment relationship with an employee has been terminated by **CSS** for reasons other than disciplinary actions, **CSS** may provide a termination benefit at the discretion of the Executive Director prior board approval. The situations in which this termination benefit may be provided are when:

- (a) An employee's contract ends and a new contract is not offered
- (b) An employee's contract ends and the employee has given 30 days notice
- (c) An employee's contract has been terminated for reasons other than cause, e.g. project funding has ended.

The rate for this terminal benefit is calculated as 5% of the total base annual salary for each year of continuous service with CSS or part of a year exceeding three months in the first year of employment and exceeding six months in the second and subsequent years.

The terminal benefits is payable at the time of termination of employment.

3.12. Burial of Deceased Employee or Dependants

CSS will pay a deceased employee's salary, allowances and other benefits calculated to the date of death to a court-appointed administrator of the deceased employee's estate. If there is any dispute over the designation of administrator, CSS must withhold final payment of death benefits until the dispute has been resolved legally.

For the death of **CSS** employee, the organization will:

- (a) Pay the family a two month's gross salary and a sum of Tshs. 200,000/= as a contribution towards funeral expenses, and provide a coffin, wreath and shroud.
- (b) Facilitate transportation of the deceased body, by the most direct, economical, and convenient route and means, to its final resting place.
- (c) Facilitate transportation of the deceased's dependants, up to a maximum of one (1) spouse and four (4) official children, to the deceased's burial place and then to the family's new residence, if different from the burial town.
- (d) Facilitate transportation of the deceased's personal effects to the family's new residence.

Additional provisions for deaths include:

- i) For the death of an employee's spouse, **CSS** will contribute TZs. 400,000 towards funeral expenses, and transport the body to the place of burial by the most direct, most economical and most convenient route and means.

- ii) In case of death of an employee's child the organisation will provide: a coffin, wreath and shroud.
- iii) For the death of the employee's father or mother, or legal children the employee will be granted ten days leave to allow him or her deal with funeral functions. Such a leave will not be deducted from the annual leave.

3.13. SALARY INCREMENTS

Salary increments are awarded in two ways by **CSS** under the authorization of the Executive Director. These are performance increments and inflationary increments that are only awarded subject to availability of funds.

3.13.1. Performance Increment and Salary Adjustment

A performance increment is an upward (scale) adjustment in the base salary within the grade that has been assigned to the job that an employee is holding. This increment is granted to an employee on the basis of job performance as determined by an Annual Performance Appraisal. Annual Performance appraisals are conducted in December for staff who have completed at least six months of employment including his or her probationary period. Performance increments are awarded effective January every year and are not automatic on completion of one year's service with **CSS**.

3.13.2. Inflationary Increments

Inflationary increments are awarded effective January every year. When an inflationary increment is awarded, the entire salary scale is adjusted by a percentage that reflects movements in the national cost/price index. Such adjustments will change the amount of base salary for each category and will not change the scales that have been assigned to employees.

3.13.3. Salary/Wage Payment

In cases where the employee is on a contract of one year or longer, the salary will be paid on a monthly basis, usually on

the 25th day of the month. If the 25th day falls on weekend or on public holiday then payments should be effected on previous work day.

In the case of consultants and casual contract employees, the manner and timing of payment will be specified in the contract. All salary payments will be made through bank cheque in Tanzania shillings unless otherwise authorized by the Executive Director.

3.13.4. Salary during Suspension

Except where an employee is suspended for criminal offence, which is also a breach of the disciplinary code, while on suspension an employee will be entitled to receive half salary. If the matter caused suspension is resolved following investigation and he/she is found not guilty, the employee is reinstated, he or she will be entitled to receive the balance of salary. An employee suspended for a criminal offence, which is also a breach of the disciplinary code will not be reimbursed the remaining half salary if convicted.

3.13.5. Right to Salary on Dismissal

When an employee is dismissed/ terminated for lawful cause, he or she shall be paid one salary in lieu of the termination

3.13.6. Salary Ceiling

When a staff member reaches bar scale in the grade for his or her position, he or she will no longer receive performance increments; instead, he/she will only receive the approved inflationary increments of 10% per year. Movement to a higher grade can only occur as the result of a significant change in the job responsibilities or functions such that a new job evaluation will produce a score different from the initial evaluation.

3.13.7. Salary Deductions

Deductions for Income Tax and for the National Social Security Scheme will be made at the end of every month. Other deductions may be effected as requested and/or authorized by the employee and/or approved by the Executive Director. **CSS** reserves the right to make salary deductions from any employee for the following reasons:

- 1) Any unauthorized absence from work, which is determined as leave without pay;
- 2) Leave taken in excess and beyond the entitlement;
- 3) Legally mandated salary deductions in accordance with the Government of Tanzania's laws;
- 4) Any other outstanding advances, imprest and or miscellaneous receivable made to the employee which is reimbursable to **CSS**.
- 5) To defray the cost of any item/equipment that may be damaged, misplaced or lost and that is directly attributable to the negligence of the employee.

3.13.8. Salary Advances

As a general rule, employees are not entitled to salary advances. Only in circumstances of extreme emergency may a salary advance be requested. If permissible, a staff member will be allowed to take a maximum of one month's basic salary and shall be recovered within 3 months time. A salary advance must be authorized and approved by the Executive Director. Request for salary advances should state the required amount, justifications for the advance, method and period of repayment which shall not exceed 3 months. No employee will be granted a salary advance or loan if a previous advance or loan is still outstanding.

3.14. TRAVEL EXPENSES

3.14.1. Travel Advance

A travel advance can be obtained prior to travel based on an estimate of the amount of per diem and accommodation costs

required for the trip. All travel advances must be cleared through an approved Imprest Retirement Form within seven working days after completion of travel, and no travel advance will be issued to an employee who has an outstanding imprest.

3.14.2. Per Diem

Employees who are required for official work purposes to make overnight trips to areas outside their places of assignment will normally be entitled to claim per Diem. Per Diem is provided to the employee to compensate for meals, lodging and incidental expenses associated with travel.

The Executive Director must approve all travel requests that are made through Imprest Requisition Forms.

These rates are subject to revision, from time to time depending prevailing living and National inflation.

3.14.3. Entitlements:

Per Diem is allowed for travel outside one's station of assignment that involves a justified stay.

For overnight trips in which the trip began before 12:00 noon, a full per diem entitlement applies for the first day of the trip at the rate for the location of the accommodation. For trips beginning after 12:00 noon, half per diem is entitled for the first day.

For the last day of a trip, half per diem is entitled at the rate for the location of the accommodation for the previous night for trips that end before 17:00 hours on return. For trips that end after that time, full per diem is entitled for the last day of the trip. Staff are discouraged from purposely scheduling trips to begin late so that arrival occurs after 17:00 in order to obtain full per diem.

3.14.4. Government of Tanzania Staff not Seconded, not Assigned or not on a Consultants Contract

Government of Tanzania staff not seconded, not assigned/attached, or not on a consultant's contract, but travelling in support of **CSS** activities are entitled to receive per diem at same rate as employees of the organization.

3.14.5. International Travel

For the International travel related to official travel to workshops or training the per diem rate will be determined by the management and shall be reviewed from time to time as need may arise.

3.14.6. Lunch allowance on travel day

Staff travelling during day trip for over 8 hours consecutively the rate of allowance is as indicated in appendix **4.5.3.**

3.14.7. Air travel tickets

Following the principle of cost consciousness, the air transport must be used only when there is no alternative means for ground transport.

International travel that is funded by other projects must abide by **CSS** travel policy.

CHAPTER 4

STANDARD WORKING TERMS AND CONDITIONS

4.1. Official Working Hours

Normal weekly office hours, for all full-time employees, unless otherwise stated in their appointment letters, are forty (40) hours from 08.30 am to 04.30 pm Monday to Friday except during public holidays. No overtime shall be paid unless authorized in advance by the Executive Director.

Repeated tardiness, early departures and absences will result in disciplinary action and shall be sufficient grounds for dismissal.

4.2. ATTENDANCE POLICY

All employees, when not on a field trip or taking officially approved leave, will in person sign the Daily Attendance Register immediately upon arrival at the office, indicating time of arrival. Appropriate arrangements will be made in all work stations to ensure accountability in this regard. A designated representative in each office will be responsible for maintaining records of attendance for each employee therein. Failure to sign an attendance shall be regarded as absenteeism from duty.

4.3. Unauthorised Absence from Duty

All employee have to be punctual, constructively work and no employee shall leave duty during official working time unless with permission from the relevant supervisor.

No employee shall be absent from duty for any length of time without permission from his/her immediate supervisor. Employees for such circumstances that will make him/her either absent or late to report on duty, he/she must inform his/her supervisor immediately using any possible means at least within 6 hours.

- ◆ Where a member of staff remains absent from duty for five consecutive working days and does not furnish his/her contact address and reasons for his/her absence, his/her supervisor shall report to the Management who will take appropriate action including reporting the matter to Police.
- ◆ Where a member of staff, who has been absent from duty without permission, reports for duty within seven (7) days and gives acceptable reasons for his/her absence, he/she shall be allowed to resume duty. This shall not prejudice the right of the Management to withhold pay for the period of absence and/or to impose any other disciplinary action that might be considered appropriate by his/her supervisor as regards his/her inability to attend duty.
- ◆ If the reasons for his/her absence are not acceptable to the Management, the employee shall be interdicted, and a report shall be prepared by his or her supervisor and forwarded through the appropriate channels to the officer or authority concerned for action.
- ◆ Members of staff who fail to report for duty within seven (7) consecutive days without authorisation, the supervisor shall submit a report through the official channels to the Management for appropriate action. Such absent staff shall be liable to being regarded as having absconded. The Management may terminate the service of such staff.

4.4. OUT OF STATION LEAVE

All employees going outside the work station will be required to fill an out of station form that will be filed in open personal file for records. This form shall specify if the travel is private or official and its purpose. Failure to fill in this form will be taken as a breach of disciplinary code and penalties will be sanctioned accordingly.

4.5 HOLIDAYS

CSS will observe official public holidays as announced by the government of Tanzania. This will be determined by the national holidays of the country.

CSS will also observe any public holiday declared by the government of Tanzania on occasions like elections, disasters, and so on. An employee required to work by their Head of department on an official holiday may be entitled to meal allowances.

4.6 ANNUAL LEAVE

4.6.1. Entitlement

All employees who have worked for **CSS** for a period greater than eight (8) months and have successfully completed their probationary periods are entitled to annual leave. Employees cannot take annual leave during the first six months of employment probation. However, annual leave entitlements will be retroactive to the first day of employment with **CSS**. Once an employee has completed his or her probationary period, the annual leave entitlement is accrued on a calendar year basis from the date of employment at a rate of twenty-eight (28) calendar days per calendar year. For employees who join **CSS** mid-way through the calendar year. Leave days are counted from the first day of official reporting in the organization up to the end of that calendar year.

When leave is taken, all calendar days from the first day the employee is not in the office, up to the day in which the employee returns to the office must be counted as leave days. For example, if an employee takes leave beginning on a Friday and returning to work a week later on Friday, seven leave days are counted. If an employee takes leave beginning on Friday for one week and returns to work on Monday the week after, ten leave days are counted.

4.6.2. Policy

All employees are encouraged to use annual leave as a way to rekindle their fatigue and meet other social obligations. It is the responsibility of head of department to ensure that leave for their subordinates is scheduled without interfering other organizations' undertakings.

If an employee is sick during his or her annual leave, the period of sickness will be charged against sick leave rather than annual leave provided the employee submits official medical certificates validating her or his sickness. Confirmed or continuous abuse of the sick leave policies, e.g forged illness certification will be subjected to disciplinary action.

4.6.3. Procedure

An employee will be required to submit to his or her Head of department a tentative leave schedule at the beginning of each calendar year. It is the employee's responsibility to plan her or his leave in such a manner that leave is not forfeited at the end of the year.

All requests for annual leave must be approved three weeks in advance of the requested leave (see Appendix 5.5.1 for the Leave Application Form). The leave request application must first be submitted to the employee's immediate Head of department who will make a recommendation as to whether or not the leave should be approved based on the workload of the employee and the arrangements that can be made to temporarily reassign the employees' responsibilities for the leave period requested. If the Head of department decides not to recommend approval of the leave, agreement should be reached between the employee and his or her Head of department on rescheduling the leave.

The reasons for not recommending leave approval and the agreement on rescheduling the leave should be noted on the leave application, which is then put in the employee's personal file.

If the Head of department recommends approval of the leave application, the head of Finance and Administration who maintains the leave records will verify the leave balance and submit the application for final approval by the Executive Director. For the Executive Director, the board chairman should endorse the application for leave.

4.7. Annual Leave Transport Reimbursement

For all employees who are entitled to annual leave, an annual leave transport reimbursement will be provided for the employee, one spouse, and up to maximum of four dependent children once per calendar year. Dependents, spouse and children must be listed on the Personal Particulars Form to be included in this benefit.

The reimbursement is based on the home of record of the employee as stated in the most current Personal Particulars.

The annual leave transport reimbursement cannot be carried over from one year to the next.

The responsibility to arrange transport and obtain information on actual transport costs rests with the employee. The organization will only provide cash reimbursement for actual transport expenses based on the information obtained from transporters. Reimbursement will not be provided for any travel costs other than transport. All dependents must travel in order to receive this benefit.

4.7.1. COMPASSIONATE LEAVE

Compassionate leave is provided to all employees to cover the death of an immediate member of the family.

Application for compassionate leave must be made through the Head of Finance and Administration.

4.7.2. SICK LEAVE

4.7.2.1. Policy

Sick leave is provided to cover occasional, short-term

illnesses, which prevent an employee from attending work. All employees except consultants are eligible to receive sick leave benefits from the date of employment. Illness, however, must not be the result of the employee's own negligence or gross misconduct.

Absence due to illness for more than three (3) days must be certified by a registered medical doctor. If no medical certificates are produced as required for an alleged illness, the leave will be charged against annual leave or leave without pay.

Unused sick leave cannot be carried over into the following calendar year, and payment will not be made for unused sick leave.

All employees reporting sick must inform their superiors by 10 a.m. that day or where communication is difficult, within twenty-four hours. Failure to do so may result in the reduction of the employees annual leave days or considered as leave without pay. Permission for absence must be approved by the employee's head of department. If the head of department recommends approval of the absence application, the HFA who maintains the leave records will keep the form in personal file. For Executive Director, Board Chairman will be notified. For the extended sickness which will force an employee to be absent from work for an extended period as recommended by registered medical doctor, medical leave of up to three months at full salary and up to an additional three months at half salary will be provided.

After expiration of the three months half pay, and upon persistence of the illness, **CSS** may, at the discretion of the Executive Director in consultation with the board, such employee shall be terminated from services on medical grounds, place the employee on leave without pay, or offer reassignment. For employees who are under probation period, such probation period will be extended or terminated from services.

4.7.2.2. MATERNITY/PATERNITY LEAVE

Every female employee, regardless of marital status, is entitled to a paid maternity leave of ninety (90) calendar days on being certified pregnant by a registered medical doctor.

The maternity leave is in addition to sick leave or extended medical leave. There is no initial qualifying period of service. On the recommendation in writing of a registered medical doctor, maternity leave can be taken in whole or in part before the seventh month of pregnancy. Without this recommendation, maternity leave can be taken any time after the commencement of the seventh month of pregnancy and must begin no later than the day following the delivery. **CSS** can require the employee to obtain verification from a Medical Practitioner to the effect that she is at or past the seventh month of pregnancy.

Maternity leave can be taken once every three years. However where a female employee has availed herself of the whole or part of her maternity leave entitlement and the pregnancy results in an abortion or the child dies within twelve months of delivery, the employee will be entitled to full maternity leave again if she conceives within a period of less than three years.

When a female employee takes her paid maternity leave she forfeits her paid annual leave entitlement for that year. If she has already taken annual leave for the year in which she is taking maternity leave, she forfeits annual leave in the calendar year following the delivery. The leave days taken beyond the 90 days of maternity leave entitlement will be considered as leave without pay subject to reimbursement to **CSS** or summary dismissal to the limit of 60 days.

In cases where a pregnant employee is incapable of performing her duties effectively due to the pregnancy and has chosen not to take maternity leave, **CSS** reserves the right to request the employee to take maternity leave based on certification by a registered medical doctor of the employee's inability to perform her duties.

4.7.2.3. Paternity leave

Full time male employees shall be entitled up to seven (7) days or five (5) working days of paternity leave with full pay provided he has not benefited from the same type of leave in the previous thirty six months, unless his partner experienced miscarriage or his child died within one year of birth. The male employee may request leave to cover a combination of the late stages of his partners' pregnancy and early days of taking care of the newborn. Paternity leave may only be requested and used genuinely taking care of the newborn and supporting the mother of the child.

4.7.2.4. BREAST-FEEDING STAFF

A breast-feeding employee may be allowed half an hour twice per day to breast-feed her child. Breast-feeding mothers, however, are expected to ensure that their assigned duties for the day are successfully and conclusively performed.

4.7.2.5. LEAVE WITHOUT PAY

Under special circumstances, after due consideration, an employee with no leave to his or her credit may be authorized by the Executive Director to proceed on leave without pay. Application for leave without pay should follow the same process as that for annual leave. The employee must attach a written statement to the application clearly describing the reasons why leave without pay is being requested. The duration of leave without pay must not exceed two months in one contract period.

4.7.2.6. UNAUTHORIZED LEAVE

Leave taken by an employee without prior authorization by **CSS** as per the procedures stated above shall be treated as unauthorized leave and will result in disciplinary action and can lead to termination.

Each day's absence from work will be regarded as a separate breach of conduct. If an employee is absent for five

consecutive days without reasonable cause, he/she can face a summary dismissal.

4.8. STAFF DEVELOPMENT PRIORITIES

CSS will give priority to staff development either through training, coaching, mentoring or other means that will lead to more efficient operations and the sharpening of technical and management skills. The organization encourages personal and professional growth for employees for the organization to meet its objectives.

4.8.1. STAFF DEVELOPMENT RESPONSIBILITIES

The overall responsibility for defining and interpreting policy on staff development within **CSS** is under the custody of Executive Director, Board of Directors and heads of departments. The responsibility of the management team is to provide support in identifying staff development needs, identifying appropriate training activities, providing professional support in other staff development techniques and evaluating the impact of staff development activities.

4.8.2. STAFF TRAINING NEEDS IDENTIFICATION

Heads of departments also have the immediate responsibility to identify the training needs for their subordinates. In performance management process, the employee and head of department identify the skills of the employee that need strengthening as well as the additional skills that could be acquired to enable him or her to be more effective in his or her work.

4.8.3. STAFF DEVELOPMENT ACTIVITIES

New Staff Orientation

All new employees undergo an orientation of **CSS** and their new positions.

4.8.4. In-house Training Events

CSS provides training to staff by drawing upon the experience and skills of its management and technical staff. Staffs are encouraged to participate in an in-house training event relevant to their work.

4.8.5. Training programme Organized by Other Organizations

CSS will identify training programmes that are organized by other organizations to meet training needs for its staff. The Executive Director is responsible for seeking out these training programmes and passing the information on to the appropriate heads of department after assessing the potential of these training opportunities.

Participants for such training opportunities must be approved by the Executive Director. The Executive Director should document the selection process used, the benefits expected, and the source of funding for the cost of the training. In addition, Post-Training Commitment signed by the employee should be attached.

External training should not exceed four weeks, except as approved by the Executive Director in consultation with the board.

4.8.6. Coaching and Mentoring

CSS also provides training through coaching and mentoring by head of departments or any other staff with a special expertise.

Part-time or After-Hours Continuing Education Programme

The organization will provide facilities at the discretion of the Management Team and with the approval of the Executive Director to enable employees attend part time education classes in Tanzania provided that the course they wish to take is appropriate to their work and contribute to the overall organizational goals. Classes outside of working hours are preferred. However, if after working hours classes are not

available for such a course, employees may be allowed time off duty without loss of pay to enable them to attend classes during working hours up to a maximum of two and half days per week subject to guarantee that his/her work is maintained.

4.8.7. Attending sandwich training programmes

A staff who gets an opportunity to attend a sandwich programme i.e. a programme which requires a member of staff to be in classroom for some days and come back to his/her work station will be allowed after stating clearly the measures he/she will take to ensure that his/her duties will be implemented as planned.

4.9. PERFORMANCE MANAGEMENT

4.9.1. Performance Evaluation

Performance evaluation will be the system of measuring both quantitatively and qualitatively an employee's worth or merit and his/her capacity in relation to his/her job. Its emphasis will be performance and potential of an employee.

4.9.2. Performance Appraisal

Promotions, annual excellence performance awards, training, demotions and disciplinary actions shall be based on periodic appraisals of the employee's performance.

Performance appraisals shall be conducted after every six (6) months or any other period approved by the Board between the employee and his/her supervisor on the basis of set targets.

A member of staff's appraisal shall be conducted by a supervisor or by the Board, if applicable. A template will be available in the Executive Director's office.

All employees shall have access to their appraisals and be given an opportunity to discuss them with their immediate supervisors and the appraisal, promotion and disciplinary committee. These joint review opportunities shall be used to establish agreed

performance targets and standards to be achieved by the employee during the forthcoming appraisal period.

Completed appraisal forms once reviewed shall be signed by the employee and his/her immediate supervisor and the Management. Thereafter they shall be placed in the employee's confidential personal file.

An employee shall have a right of appeal to higher authority if he/she feels dissatisfied. If an employee wilfully refuses to fill and/or sign the form, he/she will have committed a serious offence.

4.9.3. Use of Performance Appraisal

The organization may decide on certain actions based in the annual performance review. Such actions may include salary adjustment, assignment to training and development programmes, special assignments, temporary or permanent transfers, promotions, demotions, termination of service or any other action as deemed fit.

The decision shall be communicated to the respective appointing authority depending on the hierarchical level of the incumbent members of staff.

4.9.4. Monitoring Performance of Employees

The organization will endeavour to motivate its employees through recognition of excellent performance. Rewards will be made to those who come with innovations that are original or that add value to the organization overall goals.

An annual innovations reward scheme will be set up so as to encourage staff to be innovative, creative and enterprising. The Management will work out details of the scheme and adopt it.

4.9.5. PERFORMANCE PLANNING

In most cases, planning takes place in January and is completed by the beginning of the performance year on December 31. The

planning process involves an active dialogue between the Head of department and each employee he or she supervises.

This planning is usually done at the time the annual performance appraisal for the previous year is completed and includes a review and revision of the current job description, development of an individual operation plan based, agreement on the competencies against which the employee will be evaluated at the end of the performance period and review of the priority training needs for the coming period.

A copy of the revised job description and a revised training needs assessment summary, if changes have been made should be sent to the administrator. A copy of all documentation produced in this performance planning process should be included in the employee's office level personal file. For heads of department this exercise will be done with the Executive Director and for the Executive Director the exercise will be done by the Board of Directors.

JOB DESCRIPTIONS

All employees will receive a job description, initially as part of their employment contract, clearly describing the title, location, Head of department, direct reports, functions, areas of responsibility, key contacts and authority levels for the position. All job descriptions are reviewed and revised if necessary during the performance planning process in December. Job descriptions are also normally reviewed and updated by the Executive Director in collaboration with the Head of departments for the position whenever the position becomes vacant prior to recruitment of a new person to fill the position.

When a position has other staff directly reporting to it, the job description for the position should clearly describe the performance management responsibilities.

INDIVIDUAL OPERATING PLANS

CSS operational planning process begins with the Long Range Strategic Plan (LRSP), usually covering a five-year period. The annual milestones that have been set in the LRSP are operational objectives that are included in the organizations' annual operating plan which covers a period of a fiscal year from January to December. The annual operating plan also includes other priority objectives that the organization may identify as important for a particular planning period. The annual operating plan is usually drafted between November and December every year.

Activities are identified for each objective in the annual operating plan. These activities become objectives for the various sections.

Sections are made up of employees who work together to achieve the section's objectives. The contributions that an individual employee is expected to make toward achieving the section objectives are described as objectives in the employee's individual operating plan. In addition, the individual operating plan also contains objectives that are related to the normal responsibilities of the employee. The individual operating plan is developed jointly by the employee and his or her Head of department and reflects an agreed upon work plan clearly describing expectations for the performance planning period. It is important that the objectives set are measurable and achievable.

ON-GOING INFORMAL PERFORMANCE FEEDBACK

CSS performance management process places significant value on on-going informal performance feedback in encouraging good performance. On-going informal feedback refers to unstructured occasions when a Head of department may sit down with an employee to provide some positive or negative feedback on performance. This may take the form of sitting down with the employee after a field visit, workshop or some other event. Such

reflection briefing is very important to be done regularly or when there is a special outcome whether negative or positive. The feedback may or may not be documented.

MANAGING UNDESIRABLE BEHAVIOR

Occasionally employees may exhibit behaviour that is undesirable. The disciplinary code describes the expectations that CSS has for employees while at work as well as behaviour that is defined as misconduct. It is the responsibility of Head of departments to respond promptly to employees who are behaving improperly beginning first with direct feedback and continuing with disciplinary procedures.

REWARDING EXEMPLARY BEHAVIOR AND BE BEST WORKER OF THE YEAR

CSS offers opportunities to recognize staff demonstrating high levels of performance through the Employee Recognition programme and letters of recommendation from the Head of department or Executive Director as the case may be.

Best Worker Award

Every year the organization will select two staff considered to have displayed the highest performance during the year to be the organization's best workers. During departmental meeting, staff in each section will nominate amongst themselves one staff they consider to be the best worker in the section. The nomination will be done confidentially and will consider criteria such as efficiency, effectiveness, timely delivery of outputs, harmonious relations with subordinates, peers and Head of departments, and overall contribution to the growth of the organization. With nominations from each section, the management team will select two amongst the nominees, whom they consider the best workers of the year. Such workers will be awarded a present as determined by the management depending on the organization's financial position. The event is preferred to be done during workers day in 1st May every year.

CHAPTER 5

WORK REGULATIONS

5.0. PROFESSIONAL CONDUCT

5.1. Professional Conduct

Each employee of **CSS** is expected to devote his or her full time during working hours to the work assigned to him or her. Personal visits and calls are not encouraged and should be limited. Any employee who is found transacting personal business using **CSS** facilities and/or property is subject to disciplinary action.

CSS expects all employees to conduct themselves in an appropriate manner in the best interests of the organization and to further the good reputation that **CSS** enjoys in the country. All employees are also expected to abide by the directions and orders of their Head of departments and shall work diligently, faithfully and professionally.

In like manner, all employees shall also abide and be governed by the laws of the country and any infringement shall become the sole responsibility of the employee. **CSS** shall be absolved of any involvement in such infringement and/or activity that may be considered as unlawful.

5.2. Discretion/Publications

Any publications or reports that are prepared by the employee on behalf of **CSS** are for the use by **CSS** exclusively. No material may be released or published unless **CSS** has reviewed and specifically approved the copy, the material itself, and/or the media or types of media in which the material will be placed.

CSS review of all the said material shall be restricted to matters affecting organization interests and reputation. No

reports will be released prior to the written consent and approval of the Executive Director.

5.3. Financial Dealings

False entries to financial records will be grounds for immediate dismissal and any embezzlement resulting there from will be prosecuted in the courts of law.

Payments are not approved or made with the intent that any part of the payment will be used for any purpose other than that described in the supporting documentation.

Receipt by **CSS** staff member of any unauthorized rebates from suppliers will be ground for dismissal.

Any money borrowed from a colleague is considered a personal affair and the organization is in no way obligated to become involved in a settlement.

No undisclosed or unrecorded **CSS** owned asset is to be established or maintained for any private purpose. Any employee who knows of any unrecorded assets or any prohibited act must promptly report it to the Head of Finance and Administration.

5.4. Confidentiality

Employees are expected to maintain the principles of personal and professional confidentiality. Personal matters relating to health, finance and job appraisals are not the domain of public discussion. Privacy is to be maintained for letters and correspondence stamped personal, private or confidential and distributed to the addressee only. All incoming mails should be sorted by the Executive Director's Secretary and distributed to their final addressee accordingly.

5.5. Conflict of Interest

Employees will work for full-time and agree not to assume any other jobs that might, in the judgment of the Executive Director, or designate, interfere with the employee's duties for **CSS**. Most often staff tends to go for outside jobs for which they will be paid honoraria or allowances. Such jobs will be taken up only if they are of interest to **CSS**. As much as possible the time spent for such jobs shall be deducted from one's salary or 25% of such payment shall be deposited to the organisation to compensate for the time when one was absent. However, one will be allowed to work for other organizations if and only if the man days for their own work are not affected. The Executive Director may prohibit the employee from engaging in any such activity including, but not limited to, political activity, if in the judgment of **CSS**, such activity is detrimental to the interests of the organisation.

Employees are not allowed to speak or write to the media on behalf of **CSS** without the prior consent of the Executive Director.

5.6. Use of CSS Assets

Employees are not allowed to utilize **CSS** resources, including vehicles, telephones, faxes, cameras, computers, photocopiers etc for personal use, unless authorized by the Executive Director. Unauthorized use will result in disciplinary action. However self drive of vehicles is encouraged for the organizations' work provided staff have a valid driving licence.

5.7. Use of Alcohol and Controlled Substances

Possessing, using, consuming, purchasing, distributing, manufacturing, dispensing or selling alcohol or controlled substances or any other contraband items, or having alcohol or controlled substances in one's body system without medical authorization on the office premises of **CSS** during business

hours or while conducting organization activities is strictly prohibited and will be cause for dismissal.

5.8. GRIEVANCES

5.8.1. Policy

When an employee feels aggrieved by superiors, colleagues or working conditions, he or she is encouraged to follow the procedure described below for addressing his or her grievance.

It is the responsibility of Head of departments to ensure that:

- Employees understand the **CSS** grievance procedures.
- Employees are aware that no reprisals will be taken against them for using the procedures.
- All officially recorded grievances will be responded to thoroughly and quickly.

Procedure

An employee who has a work-related grievance should first discuss such grievance with his or her immediate senior who shall attempt to settle it. If the employee is not satisfied with the conclusion of the discussion, the grievances should be placed to the next senior or finally to the Executive Director in writing.

The immediate senior is required to send a copy of the written grievance to the head of Finance and administration along with his or her written reply to such grievance within ten working days.

If the employee is not satisfied with the immediate senior's written reply, he or she should direct the grievance to the next senior or Executive Director.

The decision of the Executive Director shall be final or else the matter may be referred to the Board Chairperson. The board chairperson may take up the matter to the board depending on the weight of the matter at hand.

If a staff member has to report an act of misconduct of a serious nature (e.g. fraud), s/he should write to his/her immediate senior with a copy to the Chairperson of the board.

5.8.2.DISCIPLINARY PRINCIPLES

It is the policy of **CSS** to create and develop a conducive working climate, which fosters standards of conduct necessary for the safe, orderly and efficient performance of tasks. The responsibility for creating and maintaining these standards rests with heads of department. The principles within which **CSS** will implement disciplinary policies are to:

- i.** Treat employees equitably
- ii.** Give employees adequate rights and means of representation in cases in which disciplinary action is envisaged
- iii.** Consider every offence in the light of its own circumstances
- iv.** Decide upon disciplinary action according to the merits of the case, including the employee's record
- v.** Provide rights of appeal
- vi.** Base all decisions on facts and evidence.

By accepting an appointment with **CSS**, an employee will thereby agree to work in a responsive, loyal, disciplined, harmonious and productive manner and to act in a manner conducive to **CSS** values.

The employee will agree to abide by the rules and regulations of the organization as stated in this Manual and in any other lawful, reasonable instruction written or verbal given by the authorized officers.

Any act of misconduct by an employee will be dealt with according to the disciplinary guidelines stated below.

5.9. MINOR MISCONDUCT

5.9.1. Definitions

The following offences are defined as minor misconduct subject to disciplinary action described further below:

- a) Lateness for work without reasonable cause.
- b) Absence from work without reasonable cause or Head of department's permission.
- c) Failure to complete assigned tasks in the specified period of time.
- d) Neglect of duties but not so as to endanger the safety of persons or property.
- e) Failure to comply with Head of department's instructions relating to work (including all duties listed in the job description).
- f) Harassment of another employee.

5.9.2. Disciplinary Action

For any or the minor misconduct described above, the following disciplinary actions are authorized.

Occurrence	Action	Comment	Responsible person
First Breach	Verbal Warning	Copies to Head of Finance and Administration	Head of department
Second Breach	Reprimand	Copies to Head of Finance and Administration	Head of department
Third Breach	Fine	The amount is limited to one day's pay. Copies to Head of Finance and Administration	Head of department
Fourth Breach	Summary Dismissal	Recommendation by copies to Head of Finance and	Executive Director

		Administration following investigations	
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5.9.3. Disciplinary Procedure

The appropriate sequence of disciplinary actions to be taken in the case of the commitment of an offence defined as minor misconduct is as follows;-

- i. Where the employee's immediate Head of department has determined that the employee has committed his or her first offence, the Head of department will first investigate the facts by requesting a written statement from the alleged offender on his or her reasons for committing the offence obtaining information from witnesses and a written summary of the investigation. If it is deemed that a minor misconduct offence has been committed, the Head of department shall issue a warning letter making reference to the previous occurrence of the offence with a copy to the employee's personal files along with all other documentation assembled with the investigation.
- ii. Should a second occurrence of the same type of misconduct be committed by the same employee within six months of the written warning, the Head of department shall inform the Executive Director who will investigate the incident by requesting a written statement from the alleged offender on his or her reasons for committing the offence obtaining information from witnesses, and writing a summary of the investigation. If it is deemed that a minor misconduct offence has again been committed, the Executive Director shall issue a letter of reprimand making reference to all previous occurrences of the offence with a copy to the employee's personal files along with all other documentation assembled with the investigation.
- iii. Upon the third occurrence again within six months of the previous occurrence, the head of department shall

investigate and if an offence has occurred authorize the imposition of a fine via salary deduction in the amount of the employee's pay for the number of hours or days of work that he or she missed through tardiness or absence without reasonable cause or the equivalent of one day's pay for all other offences of minor misconduct.

- iv. Should a fourth offence be committed within six months of the previous occurrence, the Executive Director will issue a letter to the employee outlining the offence committed, suspending the employee from work, informing the employee of **CSS** intent to summarily dismiss him or her, and asking the employee to show cause, within seven days, why such disciplinary action should not be taken against him or her. If, after receipt of the employee's reply, it appears that reasonable cause exists for explaining the offence, the Executive Director will issue a letter reinstating the employee to his or her work. If however, it becomes obvious that reasonable cause does not exist to explain the offence, then the Executive Director will issue a letter of summary dismissal.

All disciplinary letters, together with all the relevant attachments including investigation documentation, should always be copied to the Head of Finance and Administration.

5.10. GROSS MISCONDUCT/DISCIPLINARY CODE

5.10.1. Definition

The following offences are defined as breach of the Contract of Employment/Gross misconduct and shall constitute grounds for the summary dismissal of the employee:

- a) Will full damage, misuse or misappropriation of buildings, machinery, raw materials, other property or tools or any object used in connection with the employee's work.

- b) Neglect or failure to carry out duties so as to endanger self or others or property, or neglect or failure to comply with any instructions relating to safety or welfare.
- c) Committing any unjustifiable assault, whether or not at the place of work, on the employer, member of the employer's immediate family, or a member of the management staff.
- d) Committing any serious or repeated act of insubordination on **CSS** premises or during working hours against the employer, or members of the management staff.
- e) Inability to perform work efficiently by reason of the use of alcohol or drugs.
- f) Conviction by any court of any unlawful act at the place of or in the course of, work, unless there is a successful appeal against such conviction.
- g) Guilt of an immoral act at the place of or in the course of work.
- h) Conviction by a court of an offence involving fraud or dishonesty, or for which the employee was sentenced to imprisonment, unless there is a successful appeal against such conviction.
- i) Disclosure or conveyance, without due authority, of any information or any technical trade or confidential matter to the prejudice of the employer.
- j) Drunkenness whilst on duty.
- k) Being convicted of any offence and being sentenced to imprisonment without the option of a fine.
- l) Absence by the employee from duty for five consecutive days without prior permission or without medical certificate or other good reason.

5.10.2. Disciplinary Action

For commission of an act of gross misconduct, the disciplinary action that is stipulated by the labour laws is summary dismissal.

5.10.3. Disciplinary Procedure

In case involving gross misconduct, the following procedure should be used:

1. The Executive Director, who will already have been informed by the employee's Head of department, will issue a suspension letter to the employee telling him or her reason for the suspension and the other requirements during that period. During the suspension, the employee will be entitled to half pay while the investigation is under way. Management discretion will be used to decide whether or not the employee remains at their duty station depending on the nature of the offence. In cases of imprisonment, or detention in lawful custody, the employee will not be entitled to any wages during such period.
2. The Executive Director will immediately open consultation with the Advisory Committee and on the necessity of forming a Probe Committee will be determined and the committee so formed. If a committee is not formed, it will be the responsibility of the Executive Director in consultation with Head of Finance and Administration to investigate and document the investigation findings as described in more detail below.
3. If a Probe Committee has been established, the committee will during the course of its duties summon the subject employee and all witnesses and require their account of the incident in writing, perhaps also supplemented by proceedings of whatever interviews it may deem necessary to hold.
4. When investigations are completed, if it is established that reasonable cause exists for explaining the offence,

the Executive Director will issue letter reinstating the employee to his or her job and paying him or her back the other half pay that was withheld. If, after receipt of his or her reply, however, it becomes obvious that reasonable cause does not exist to explain the offence, then the Executive Director will issue a letter of dismissal.

5.10.4. HARASSMENT ON THE JOB

Definition

Harassment is a behaviour displayed by one individual to another that can be interpreted as abusive (either verbally or physically), deliberate, unsolicited and unwelcome. This includes physical contact, remarks, jokes or innuendoes about a person's gender, race, age, religion, tribal affiliation, physical disability or attire.

Sexual harassment in particular is further defined as:

1. A demand, implied or expressed, by a superior that his or her subordinate submit to sexual relations as a *quid pro quo* for continued employment, salary increments, promotions, beneficial decisions, or any other conditions of employment; or
2. Creation of a situation through comments, conduct, jokes, or photographs of a suggestive nature that is embarrassing, demeaning or contrary to accepted cultural morals in Tanzania.

There is a broad range of conduct which can, in certain circumstances, be considered sexual harassment, and this includes, but is not limited to, sexually suggestive remarks, sexually suggestive objects or pictures, sexually suggestive gesturing, verbal harassment or abuse of sexual nature, subtle or direct propositions for sexual favours, pinching and any unnecessary touching or patting. Sexual harassment may be overt or subtle.

Policy

Harassment is prohibited among staff, and all employees should be aware of the fact that it will not be tolerated. Engagement in harassment will be considered an act of misconduct and will be treated accordingly.

Procedure

Employees are encouraged to report harassment and will be assured confidentiality for such reporting. Harassment can be reported directly to the Executive Director or to the employee's immediate Head of department who should follow the guidelines for disciplinary action for misconduct.

5.10.5. SECURITY GUIDELINES

Official travel after dark is strictly discouraged. If unforeseen circumstances prevent timely return, staff wherever possible stay overnight and commence the return journey the following morning. All staff are responsible to familiarise themselves with the security guidelines in place at the **CSS** office to which they are assigned to.

5.10.5.1. USE OF VEHICLES

CSS regulations prohibit the use of **CSS** vehicles, for purposes other than official, unless otherwise authorised by the Executive Director or his/her designate. This includes transport between home and office. Employee's dependants, however, will be allowed access to vehicles during emergencies, provided prior approval of the Executive Director, has been obtained and that the dependants are made to understand that they do so at their own risk. This risk also applies to target group members while on duty such as exchange visits.

Any employee who has been authorized personal use of a vehicle for a particular purpose is responsible for all fuel and maintenance costs as well as security of the vehicle.

If there is an accident during this personal use for which the employee is at fault, the employee will be responsible for the cost of the damage.

Only personnel authorized by the Executive Director are entitled to drive **CSS** vehicles. The organizations' personnel authorized to drive vehicles must possess a valid driving license for the particular class/type of vehicle, and this license must be carried on the person when driving the vehicle. On no account can a non- **CSS** authorized employee drive a vehicle or motorcycle unless otherwise allowed exclusively by the Executive Director.

The driver and all passengers will fasten and thereby utilize seat belts when a vehicle is in motion.

A helmet will be worn anytime a motorcycle is used.

Persons authorized to drive organization's vehicles should do so in a responsible and defensive manner. All traffic regulations will be observed which will include speed limits, parking, entering a no-entry zone/area, etc. Any violation of traffic rules will be the sole responsibility of the person driving the vehicle and the organization will not be responsible for the payment of fines due to the Tanzanian Government, even if the person driving is on official duty.

Driving under the influence of alcohol, or any drug, which may affect driving performance, is considered a major misconduct and is subject to disciplinary action.

Only **CSS** "authorized" passengers are permitted to travel in organization's vehicles.

Only **CSS** material/goods or other goods authorized by **CSS** may be transported in an organization's vehicle.

All accidents, whether major or minor should be reported immediately to the Head of Finance and Administration who shall be required to take the necessary measures.

5.11. PERSONAL RELATIONS BETWEEN A HEAD OF DEPARTMENT AND AN EMPLOYEE THAT HE OR SHE IS SUPERVISING

CSS encourages positive working relationships between employees and does not mean to interfere with voluntary social relationships between employees that may extend beyond the workplace. However, it discourages Head of departments from directly supervising any employee with whom there is an intimate personal relationship. If employees find that a relationship has developed under such circumstances, they are advised to bring this to the attention of the Head of Finance and Administration/Executive Director so that a satisfactory solution can be found to the situation. If the employees fail to do so, **CSS** reserves the rights to take appropriate action. It is the organization's expectation that all employees will exercise discretion and good judgment in pursuing personal relationships.

5.12. PROPER WORK ATTIRE & UNIFORMS

(a) Working Gears

Working clothes (uniforms, coats, overalls) will be given every year to the: office attendant and drivers/mechanics. The cost for such uniform will be borne by the employer. As for the field extension workers they will be provided with gumboots and raincoats on cost-sharing (50%) basis.

The exact type of uniform as much as possible should bear the **CSS** logo for visibility purpose.

(b) Responsibility of CSS

It is the responsibility of all non-uniformed employees to assess their attire as to whether or not it is appropriate for a representation and good image of the organization. Head of departments must ensure that proper standards are maintained. All staff while in field should put on proper clothes that are desirable according to Tanzania's culture and norms

The HFA will be responsible to see that all uniformed employees are provided with the proper attire. Those staff designated to wear uniforms are responsible for ensuring that uniforms are properly maintained and are accountable for the uniforms.

The HFA is supposed to ensure that where uniforms or protective clothing is issued it must be worn on duty. The staff member is responsible for keeping it clean and tidy.

END OF SERVICE

5.14. CIRCUMSTANCES OF SEPARATION

The employment of an individual with **CSS** may end or be terminated on the occurrence of any of the following:

- a) Either the employee or **CSS** decides to terminate the employment relationship during the employee's probationary period. The employee resigns on his own accord.
- b) The employee is summarily dismissed without notice in case of gross conducts.
- c) The employee retires compulsorily on reaching the age of 55 years, or voluntarily any time between age 50 and 55, or on medical grounds.
- d) Subject to compliance with the provisions of the Security of Employment Act No. 62 of 1964 (see "The Second Schedule" sections 19, 20, page 29 and 30), the employee's services have become redundant and are terminated by **CSS**.
- e) The contract of the employee expires.
- f) The executive director in consultation with the management team can suspend an employee who has committed severe mistakes while investigations are going on.
- g) In case it concerns the Executive Director his/her termination will be effected by the Board of Directors.
- h) In case an employee is absent without prior notice for 5 days consecutively.
- i) The employee dies.

According to the labour laws, the termination of the work contract has basically to be as follows:

- a. The organisation gives a notice of three months.
- b. The employee gives a notice of three months.
- c. The organisation gives a 24 hours notice and pays the employee one month's salary in lieu of notice.
- d. The employee gives a 24 hours notice and pays one month's salary in lieu of notice.
- e. The employee gives a one month notice and surrenders one month's salary in lieu of notice.
- f. The employer gives a one month's notice and pays the employee one month's salary.

The termination procedures and benefits for each of these cases are presented below.

5.15. TERMINATION DURING PROBATIONARY PERIOD

During the probationary period, a notice of 24 hours may be given by either party to terminate the employment contract. The notice must be given in writing and need not indicate reason for terminating the employment.

Staff whose employment has been terminated during probation will be entitled to base salary, housing allowance and transport reimbursement up to the last day of employment minus any receivables that the employee may have accrued, for example, un-cleared travel advances, personal telephone calls and so on. The employee is not entitled to a termination gratuity. **CSS** will pay the expense of repatriating the employee to the place of previous employment or home of record. **CSS** will not pay for transportation of dependants or personal effects. An employee whose employment has been terminated during probation is not entitled to receive payment for unused annual leave.

5.16. RESIGNATION

1. Procedure

Employees may resign and are obligated by contract to provide thirty days' notice. Any employee wishing to resign should submit his or her resignation in writing to the Executive Director stating the reasons for resignation and the effective resignation date. The Executive Director will confirm acceptance of resignation in writing once the decision has been made final.

2. Salary and Benefit Entitlements for Resignation without 30 Days Notice

Failure by the employee to provide 30 days' written notice of intention to resign from **CSS** may result in the employee forfeiting the equivalent of one month's salary.

Staff who has resigned will be entitled to base salary, transport reimbursement and payment for unused annual leave up to the last day of employment minus one month's salary and any receivables that the employee may have accrued, for example, un-cleared travel advances, personal telephone calls and so on. An employee who resigns without providing a full 30 days notice is not entitled to a termination benefits, unless his or her replacement has been identified and turnover of responsibilities has occurred.

For employees who leave employment without handing over **CSS**, the organization reserves the right to withhold payment of any dues subject to appropriate clearance, refuse to provide reference or recommendation to any prospective employer or pursue legal action so as to recover whatever is due to **CSS**.

3. SUMMARY DISMISSAL

Summary dismissals shall be administered in accordance with the disciplinary code of this manual and in compliance with the labour legislation currently in force.

An employee who is summarily dismissed will be entitled to base salary and payment for unused annual leave up to the last day of employment minus any personal receivables that the employee may have accrued, for example, un-cleared travel advances, telephone calls, and so on. An employee who has been summarily dismissed is not entitled to a termination benefits and **CSS** will pay the expense of repatriating the employee only and will not pay for transportation of personal effects.

RETIREMENT

Compulsory Retirement

The retirement age for **CSS** will be upon the employee attaining the age of 60. Any employee planning to retire upon reaching that age is required to provide three months notice of the intention to retire to enable the organization to have sufficient time to recruit a replacement. Similarly, **CSS** will inform an employee three months in advance that his or her employment will be terminated due to retirement.

Voluntary Retirement

Anytime after the age of 50 years, a contract employee may voluntarily retire from service of **CSS**, provided notice of 3 months has been given by the employee so as to avail adequate time for the organization to arrange for a replacement.

3. Retirement on Medical Grounds

Where the Executive Director has reason to believe that, by reason of any disease of body or mind, the employee has become unable to discharge his or her duties efficiently, **CSS** may request for an examination of the employee by a certified medical doctor and shall, on the affirmative recommendation of such practitioner, retire the employee on medical grounds. Likewise, the employee may procure such recommendation and request for retirement on medical grounds.

4. Compensation and Benefits for Employees Who Retire

An employee who retires will be entitled to base salary and payment for unused annual leave up to the last day of employment minus any receivables that the employee may have accrued, for example, un-cleared travel advances, personal telephone calls, and so on. An employee who retires is entitled to a termination benefits. **CSS** will also pay the expense of repatriating the employee and his or her dependants and transporting personal effects to the place of previous employment or home of domicile.

5. TERMINATION UPON REDUNDANCY

Due to the nature of **CSS** activities, that is the implementation of various projects via agreements with various donors, it may be necessary, due to project completion, termination, or cancellation, or withdrawal of donor funds to terminate the employment of staff assigned to these projects or of staff whose primary funding (the donor that pays the highest percentage of the employee's salary) is provided from the affected project.

Regular staff who is assigned to such projects will be given first priority and preference for available positions in other projects and **CSS** will make every effort to find a means to retain an employee who has been regularized.

Unless still on a probationary period, employees will be notified thirty days in advance of such termination, or be given payment in lieu of the thirty days' notice.

Staff who have completed probation and been terminated through a reduction in force will be entitled to base salary, housing and payment for unused annual leave up to the last day of employment minus any receivables that the employee may have accrued, for example, un-cleared travel advances, personal telephone calls, and so on. An employee who has been terminated due to reduction in force is also entitled to a termination benefits. If the termination occurs after completion of at least three months of employment, **CSS** will pay the expense of repatriating the employee and his or her dependants and transporting personal

effects to the place of previous employment or home of domicile. If the period of employment is far less than three months, **CSS** will pay the expense of repatriating the employee only and will not pay for transportation of personal effects.

5.16. CONTRACT COMPLETION

All contracts stipulate an ending date for the contract. If an employee is interested in extending or renewing the contract, he or she will be required to write a letter to that effect six months before contract completion date.

At the expiration of a short-term or long-term contract, an employee will be entitled to base salary, severance allowance and payment for unused annual leave up to the last day of the contract minus any receivables that the employee may have accrued, for example, un-cleared travel advances, personal telephone calls and so on. **CSS** will also pay the expense of repatriating the employee and his or her dependants and transporting personal effects to the place of previous employment or home of record.

5.17. DEATH BENEFITS

The estate of a deceased employee relative to **CSS** will include the base salary and payment for unused annual leave up to the date of death of the employee minus any receivables that the employee may have accrued, for example, un-cleared travel advances, personal telephone calls, and so on. **CSS** will also provide a termination benefits. This compensation will become part of the deceased's estate and must be disposed of after the appointment of an administrator or next of kin by a court and receipt of the court's notification of such appointment by **CSS**.

5.18. DEPARTING STAFF CHECKLIST

An employee departing from **CSS** must complete a 'Departure Checklist' in consultation with the respective head of department and or executive director. This checklist is a

handing-over process which will include all the assets that were being used by the departing staff.



LEAVE APPLICATION FORM

PART I:

(To be completed by the applicant in triplicate and sent to officer authorizing the leave at least two weeks before the date the leave is due to commence)

1. Name of applicant.....in full
2. Designation.....Department.....Station.....
3. I hereby apply for.....days Annual/emergency leave* to commence on.....and terminate on...../..... for the following reasons (in case of an emergency leave)
4. My postal address while on leave will be.....
phone number.....
5. Place of domicile.....District/Region.....
6. Spouse.....(name) and children whose details are given below will accompany me:

Name of Child	Date of Birth	Age
1.
2.....
3.....
4.....

7. My Salary is Tshs.....p.m. in the salary scale.....

And I wish my leave salary to be paid:

- (a) in advance prior on my departure for leave or

(b) to be Credited to my Bank Account
No.....with.....(Banker)

Date..... Signature of Applicant.....

PART II:

(To be completed by Head of Department)

8. I recommend/do not recommend* the leave applied for the following reasons:.....

Date.....

Signature of Head of Department.....

PART III:

(To be completed by Officer responsible for leave matters)

9. I recommend/do not recommend the leave applied for (if not recommended give reasons below:

.....
.....

Leave recommended is as detailed below:

i) Annual leave entitlement.....days

ii) Leave taken so far during the year.....days

iii) Leave accumulated with permission.....days

iv) Balance to the applicant.....days

v) Number of days now requested.....days

vi) Balance to be taken later/forfeited*.....Days

10. Leave travelling fare of Tshs.....to be paid/not to be paid because (if not to be paid).....

11. Leave Salary to be paid/not to be* paid in advance to the credit of his/her Account No.....the..... (Bank)

DateSignature.....Designation.....

PART IV:

(To be completed by Authorizing Officer)

12. Leave recommended above is approved/not approved* for the following reasons.....

Date.....signature.....Designation.....



FOMU YA TATHMINI YA MTUMISHI

Kumb. Na. CSS/TZ/PF/.....

Tarehe.....

Kipindi Kutoka.....Mpaka.....

1. SEHEMU YA KWANZA (Ijazwe na Mtumishi)

i. Jina.....

ii. Cheo.....

iii. Tarehe ya kuajiriwa.....

iv. Mshahara wa sasa: Tshs.....

v. Muda uliofanya chini ya kiongozi wako.....

vi. Eleza aina ya kazi zako kwa kifupi

.....
.....

vii. Eleza mafanikio ya kazi yako kwa kipindi husika.....

.....
.....

viii. Eleza matatizo uliyokumbana nayo kwa kipindi husika.

.....
.....

ix. Mapendekezo.

.....
.....

Tarehe Sahihi.....

II. SEHEMU YA PILI (Ijazwe na Kiongozi wa mtumishi)

Muhimu:

(a) Uandikapo taarifa hii, inakupasa kutoa picha halisi ya sifa ya utendaji wa kazi wa mtumishi bila ependeleo wala uonevu.

(b) Mwandikie mtumishi alama ya "✓" kwenye chumba kinachostahili.

Alama

(A)= Vizuri sana (B) = Vizuri (C) = Inaridhisha (D) = Dhaifu
(E) = Duni

	Maoni ya Kiongozi wa Idara	A	B	C	D	E
i.	Anaielewa kazi yake vizuri					
ii.	Ana maarifa ya kutosha kuweza kufanya kazi yake barabara					
iii	Anao ujuzi wa kutosha					
iv	Ana uwezo wa kujieleza kimaandishi					
v	Ana uwezo wa kujieleza kwa kunena					
vi	Ana uwezo wa kumudu kazi za ziada					
vii	Tabia na nidhamu					
viii	Uwezo wa kufuata maagizo na kanuni					
ix	Uaminifu na utii					
x	Uwezo wa kufanya kazi bila usimamizi					
xi	Wepesi wa kufanya kazi kwa haraka na kwa wakati wake					

Wastani wa alama _____

Maoni ya Mkuu wa Idara

Nathibitisha kwamba habari nilizoeleza hapo juu ni za kweli kwa ujuzi wangu na kwamba napendekeza:

- (a) Mtumishi aliyetajwa hapo juu athibitishwe kazini
(b) Muda wa kutazamwa (Probation) uongezwe kwa miezi mingine

Tarehe..... Jina la Mkuu wa Idara:.....

Sahihi



STAFF LEAVING AN ORGANISATION CLEARANCE CERTIFICATE

I Mr/Mrs/Ms.....who was employed CSS as
..... from tohere
with handover my duties to as follows:

SPECIFIC DUTIES OF THE EMPLOYEE

(a) (b) (c)etc.
Explain what was going on and is not yet completed hence needs
to completed

OFFICE EQUIPMENT/TOOLS

In addition to my duties I handover the office equipment and
tools which were under my custody as follows:

S/N	Description of item (s)	Code No.	Quantity	Condition	Signature Outgoing staff	Signature of the person handed over to

IMPREST/LOANS STATUS

The outgoing staff has cleared all the outstanding
imprest/loans of Tshs..... by paying cash.....or
s/he had no outstanding balances.

Name of the Supervisor/Head of Department

Signature

Date

Name and Signature Head of Finance and
Administration.....

Name and Signature of the Executive Director



CONTRACT OF EMPLOYMENT

An AGREEMENT is made on the day of. of the year between CSS of c/o Oikos East Africa, Haile Selassie Rd., Plot 165, House N 12, P.O. Box 23101, Arusha, Tanzania, represented by (Hereinafter referred to as the "Employer") on the one part and Mr/Mrs..... (Hereinafter referred as the "Employee") on the other part.

A. PERSONAL PARTICULARS

The employee furnishes his/her personal particulars to the Employer as hereunder spelled out:

- a) Place of birth:.....
- b) Date of birth:.....
- c) Marital status:.....
- d) Number of children:.....

Names and Age of Children:

- 1. Name.....age.....
- 2. Name.....age.....
- 3. Name.....age.....
- 4. Name.....age.....

Home (leave) area:

- e) Home address.....
- f) Place of domicile.....

B. DURATION OF ENGAGEMENT

WHEREAS the employer is desirous of engaging the employee in the capacity of..... and the employee has agreed to work for CSS for a period of Years (with effect from to

On the other hand, the Employee has agreed to serve as and to undertake the Employers duties on the terms and conditions hereinafter set out and as per the annexed Terms of Reference which form wholly as part to this agreement.

IT IS HEREBY AGREED AS FOLLOWS:

C. PERSONNEL EXPERIENCE AND CATEGORY

According to CSS personnel policy and regulations, the employee is rated as category based on qualification and experience.

D. WORK

1. You will be working in the
2. The job description for the period under agreement is as specified in the Terms of Reference (TOR) which are attached and forms part of this contract and are well known to the employee. Notwithstanding to this TOR, the employer may adjust the job contents as and when required so as to suit the changing circumstances and/or to maximize the effectiveness of team-work, if and when the employee agrees to the impending changes.
3. The employee shall execute his duties to his best ability in accordance with the specified TOR and subject to such directions as the employee may from time to time receive from the Head of Department, Executive Director or Management Team.
4. The employee acknowledges to be fully aware of the objectives, target group and approach, strategies, mission and vision of CSS.
5. The employee undertakes to at all times act in a manner as is compatible with these objectives and not to disrepute CSS, and undertakes at all times to strife to uphold and achieve the aims and objectives of CSS.
6. The employee shall not, except so far as is necessary and proper in the ordinary course of his/her* employment, make public or disclose to any person any information pertaining to

the internal affairs of CSS or as to any other matters which may come to the employees knowledge in the course of his employment.

7. While in the office, duties shall be performed between 7.30 a.m. and 3.30 p.m. on every working day and the employee shall not be absent at any time during the said hours without the prior consent of the Head of section or Executive Director. If and whenever it may be reasonably necessary for the proper implementation of employee's duties and in line with the CSS **core values**, the employee shall attend at such places as may be required as such earlier hour or of such longer periods as may be required without additional remuneration.

8. The employee undertakes to ensure, in consultation with CSS management, full reporting and/or proper handing over of duties before leaving his engagement with CSS.

FRINGE BENEFITS, SOCIAL, SECURITY, LEAVE, OTHER PROVISIONS:

The employee is entitled to other benefits as per the CSS Staff Regulations for directly employed staff.

REMUNERATION

Considering the employee is a category staff under CSS and is directly employed will pay:

Basic salary.....TZS

Transport allowance.....TZS

Housing allowance.....TZS

Gross monthly pay Tshs.

E: PROBATION

1. An employee will be given a probation period of 3 months from the date of employment. In case the probation period has elapsed and the performance of the employee is not according to the expectations of the employer, the latter may extend the probation period to a maximum of 6 months.
2. During the probation period the employee shall have to undergo medical examination to an Authorised medical practitioner

3. The employee's employment may be terminated should the employee's performance, conduct, discretion or adherence to the CSS Code of conduct, as described in the CSS Staff Regulations, fall below the expected standard.
4. During probation period, either party shall be free to terminate this contract by giving the other party the notice as described in the CSS staff regulations.
5. The employee shall be bound by the terms of CSS disciplinary Code. Failure to adhere to this code may constitute grounds for the summary dismissal of the employee.

F. CSS STAFF REGULATIONS

The terms and conditions provided under this agreement are complementary to the **CSS** personnel policy, staff regulations and conditions and are hereby declared an integral part of this contract.

G: CONTRACT TERMINATION

1. Should the organization and/or project cease or be stalled for one reason or another under circumstances which are beyond control which necessitates stopping of the organization's and/or projects' planned activities, then this contract shall be deemed NULL and VOID in such an event.
2. Either party shall be free to terminate this contract by giving the other party the notice as described in the CSS personnel policy and regulations.

H: CONCLUDING TERMS

1. For those subjects which are not covered in this agreement, the personnel policy and regulations of **CSS** shall apply, taking into consideration any future amendments.
2. In case of any possible dispute arising from the application of this contract, both the Employer and the Employee are bound to strive for an amicable settlement among themselves.
3. No variation to any of the aforesaid terms and conditions will be of any force and effect unless agreed by entering into writing and thereto signed by the two parties.

4. The Parties here to agree on all clauses stipulated above and there unto sign this agreement as hereunder.

Signed in this..... day of by parties
witnessed hereunder:

.....

.....

Name of employee.....signature.....

Chairperson of the Board.....Signature.....