

# SANITATION AND WATER ACTION (SAWA)



## Human Resource Manual

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## **ACRONYMS IN THE HUMAN RESOURCES MANUAL**

<b>ED</b>	Executive Director
<b>FAO</b>	Finance and Admin Assistant
<b>COLA</b>	Cost of Living Adjustment
<b>NGO</b>	Non-Governmental Organisation
<b>NSSF</b>	National Social Security Fund
<b>PAYE</b>	Pay As You Earn
<b>SAWA</b>	Sanitation and Water Action
<b>WASH</b>	Water, Sanitation and Hygiene
<b>iWASH</b>	integrated Water, Sanitaion and Hygiene
<b>FY</b>	Financial Year

## **1.0 Introduction**

Sanitation and Water Action (SAWA) is a local NGO, based in Dar es Salaam registered in June 2009 with a registration number 0884. SAWA constitutes majority of professionals who previously worked with WaterAid in Tanzania. SAWA was established to meet the evolving need for water resources and environmental development services in the country. It also provides opportunity for professionals in the sector to use the rich expertise and experience to improve lives of the people. SAWA works with government, public and private sector to provide cost effective and imaginative solutions for water and Sanitation projects. It aims to contribute to the improvement of water and sanitation to the community through sustainable resources management and community empowerment.

SAWA is committed to a world where vulnerable community members together achieve their individual and collective local capacity, realize aspirations and have an equal opportunity to sustained water, sanitation and hygiene services worldwide. Therefore, SAWA is committed to providing technical support and undertaking Integrated Water, Sanitation and Hygiene (WASH) program.

### **1.2 Purpose of these policies**

This human resource manual has been issued under the authority of Sanitation and Water Action (SAWA) Tanzania as a framework to guide and give clear understanding of the conditions of service. It will apply to all hired consultants, temporal and permanent employees of Sanitation and Water Action (SAWA).

The manual is made in accordance with the Employment and Labour Relations Act 2004, Labour Institutions Act 2004 and the regulations made under such Acts. The manual shall be amended as Sanitation and Water Action (SAWA) changes and its projects develop.

### **1.3 Vision**

SAWA's vision is becoming a credible organization that promotes and facilitates safe access to sustainable, affordable and quality sanitation, hygiene and water supply services to un-served communities.

### **1.4 Mission**

Our Mission is to ensure sustainable sanitation, hygiene and water supply services through appropriate programs that are managed by the communities and/or private sector.

### **1.5 Our Values and Principles**

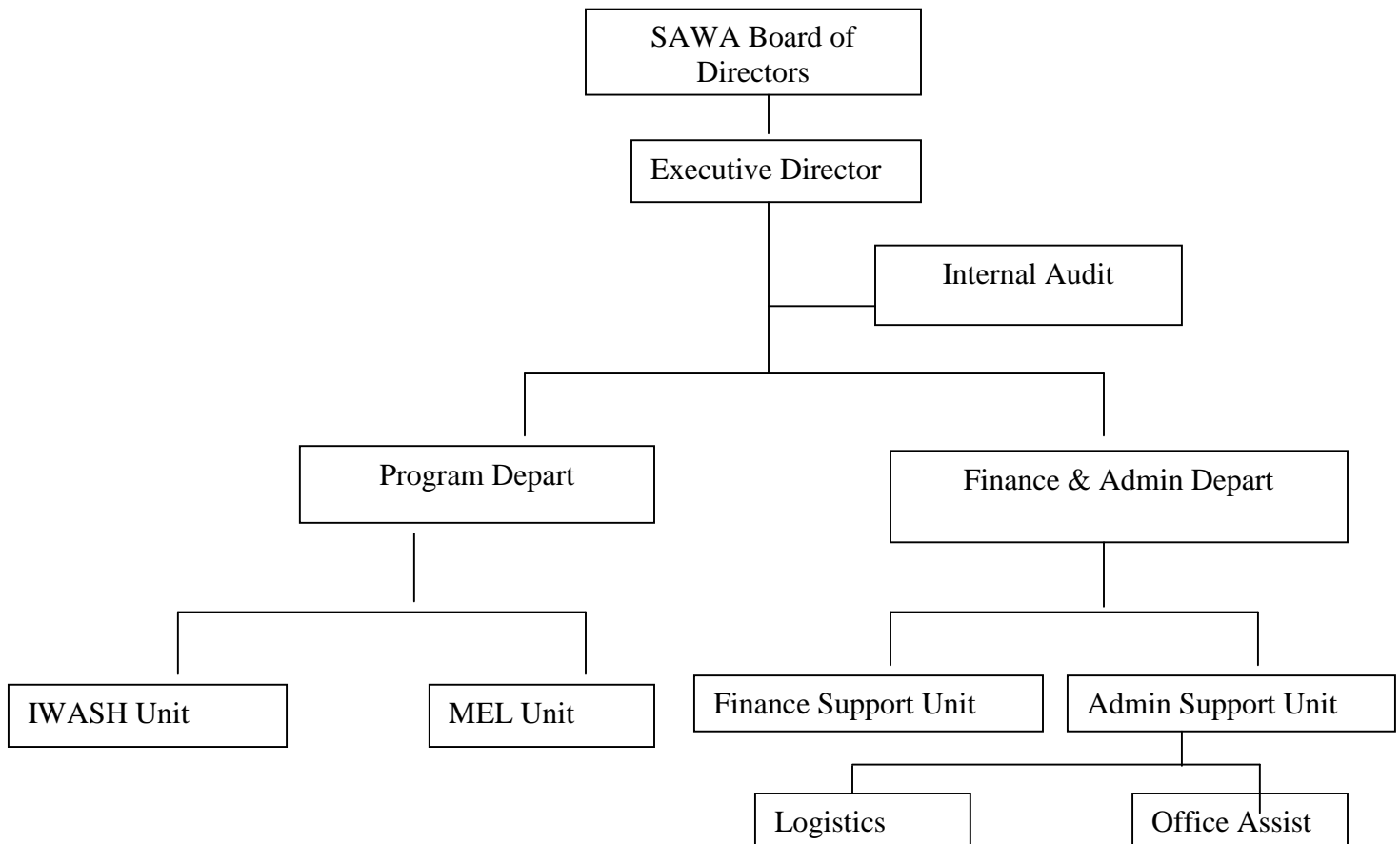
"Integrity, Team work, Service Excellence, and Accountability are our core values to reach our beneficiaries". Our principles guiding our operations and activities are:

- Poorest communities are our primary beneficiaries
- Support communities in realizing their potentials
- Community empowerment
- Respect for beneficiaries and promoting equality
- Community participation in making decisions
- Respect for the environment

### 1.6 Governance and Organization Structure

SAWA is managed through Board Members who comprise of a Chairperson, Executive Director, Board Members (4), Finance Admin Officer and part time personnel (depending on assignments). The organizational structure of SAWA is presented in the diagram below;

#### 1. 6.1 SAWA Organization Structure:



## 2.0 Code of conduct

### Purpose

The purpose of the code of conduct is to promote and safeguard the interest of **Sanitation and Water Action (SAWA)**, and create conditions for all employees to conduct themselves with integrity and work together to create a good working environment. Failure to comply with the code of conduct shall be considered as a breach of the terms of employment and warrant disciplinary action.

### 2.1 Performance of duties

Every employee shall perform the duties entrusted to him/her with the highest degree of excellence, professionalism, skill, punctuality, integrity and loyalty to **Sanitation and Water Action (SAWA)**. Every employee shall comply with all lawful instructions regarding the work of SAWA given to him/her by the board of directors, executive director and/or line manager as the case may be. Every employee shall devote working hours to the work of **Sanitation and Water Action (SAWA)**, and may not undertake private work during working hours, unless dully approved/authorized.

#### 2.2 learning and development /staff development

Every employee is responsible for his/her learning and development. Every employee is expected to seek to continually reflect and learn about how she/he can perform his/her responsibilities and contribute to **Sanitation and Water Action (SAWA)** more effectively. Each year the employee shall develop a learning plan in conjunction with the needs of his/her job responsibilities and the advice from his/her line manager. **Sanitation and Water Action (SAWA)** shall in turn promote an environment that fosters learning and development through activities such as learning sessions, coaching and engagement with others.

### 2.3. Reputation of **Sanitation and Water Action (SAWA)**

All employees shall at all time act in a manner that shall enhance the reputation and wellbeing of **Sanitation and Water Action (SAWA)**. No employee shall act in a manner that could bring the reputation of **Sanitation and Water Action (SAWA)** into disrepute or otherwise jeopardize its standing.

#### 2.4 Mutual respect and non-discrimination

Every employee shall conduct him/herself with courtesy, respect and integrity towards all persons in the course of doing his/her work. No employee may discriminate against any other person on the basis of race, ethnicity, age, sex, sexual orientation, marital status, origin, disability, creed, political belief, religion or HIV status. No employee may abuse or deliberately intimidate any other person. No employee may make sexual advances where he/she knows or ought to know that solicitation is unwelcome or in any other way sexually harass another person.

#### 2.5 Zero tolerance for corruption

**Sanitation and Water Action (SAWA)** has zero tolerance for corruption, theft, fraud and dishonesty. No employee may request, induce, demand or accept gifts, financial or otherwise, for actual or perceived direct or indirect performance of assigned responsibilities. All gifts received by **Sanitation and Water Action (SAWA)** or employees in the course of

working as SAWA shall be reported to management and duly registered in the gift register. No employee may falsify or otherwise provide false information. An employee who engages in such illegal actions shall be subject to termination on misconduct. An employee who has caused loss to **Sanitation and Water Action (SAWA)** through illegal actions may additionally be held liable for reimbursing the cost of the loss or damage caused.

#### 2.6 Conflict of interest

No employee shall, while in the employment of **Sanitation and Water Action (SAWA)**, engage in any business or activity that would undermine his/her performance or conflict with the interests of the organization. **Sanitation and Water Action (SAWA)** shall legally not enter into agreements with or procure goods or services from employees, directors or their relatives, except for exceptional circumstances where it is demonstrated to be in the best interest of **Sanitation and Water Action (SAWA)** and no viable alternatives are possible. All such decisions shall be fully documented and disclosed/communicated in writing to the board. No employee or director may involve him/her in any decision-making process, or seek to in any way to influence it where he/she or his/her relatives may be in a position to gain privately from the decision. All employees shall disclose forthwith any or potential conflict of interest and seek approval before proceeding.

#### 2.7 Use and care of **Sanitation and Water Action (SAWA)** property

**Sanitation and Water Action (SAWA)** properties, equipment and other assets may only be used for the work of the organization, unless authorized otherwise in writing by the Board or Executive Director as the case may be. The official seal and stamp of SAWA may only be used by the Executive Director or officer designated by him/her to do so in writing. All employees shall safeguard all properties and materials entrusted to them, and exercise the utmost care in their use.

#### 2.8 Representation and delegation

- 2.8.1 The spokesperson for **Sanitation and Water Action (SAWA)** shall be the Executive Director. No employee, intern or other staff shall, without the express authority of the Executive Director, speak with the media, publish or make other or transmit official statements on behalf of **Sanitation and Water Action (SAWA)** and/or its projects. All official publications or statements shall be signed by the Executive Director or an employee delegated by him/her in writing. Notwithstanding these provisions employee may share prior published or approved information with interested parties.
- 2.8.2 When the Executive Director is absent from the duty station for two days or more ,she/he may appoint a to serve as Acting Executive Director
- 2.8.3 Persons serving in acting appointments shall be adequately briefed and prepared to undertake their roles. Major issues and guidelines should be discussed during the handover process, as a general rule a written handover not shall be prepared and copied to Executive Director. The powers of officers in acting positions shall normally be limited to managing the day to



day affairs commensurate the position, and shall not extend to changing agreed programs/work-plans, reversing prior decisions or deciding on major matters that shall incur obligations over a longer term beyond the acting appointment.

- 2.8.4 All acting appointments and duration thereof shall be authorized in writing, communicated to staff and recorded in a register established for the purpose

### **2.9 Confidentiality**

- 2.9.1 Confidentiality of information should be respected at all times. No employee may disclose any unpublished information related to the work of **Sanitation and Water Action (SAWA)** or its partners which come to his/her knowledge as a result of his/her employment. Particular case shall be taken not to disclose, furnish or give any information to unauthorized persons that may harm the reputation or interests of **Sanitation and Water Action (SAWA)**.

- 2.9.2. Every staff of **Sanitation and Water Action (SAWA)** will sign a declaration form of confidentiality and any breach of confidentiality will lead to disciplinary action.

### 3.0 Employee Resourcing (employment and recruitment)

**Sanitation and Water Action (SAWA)**'s resourcing strategy focuses on ensuring that SAWA obtains and retains the people it requires and that they are employed effectively. All recruitment is centralised at the SAWA's Head Office and managed by FAO. Employees with delegated authority may engage employees on temporary contracts not exceeding 1 month, upon justification of the need to hire. Copies of such employment contracts must be filed in the SAWA's Head office.

SAWA is an equal opportunity employer and does not discriminate against anyone due to race, tribe, ethnic background, religion, colour, gender, age, national origin or disability. This equal opportunity policy extends to all aspects of the employment relationship including hiring, training, placement, employee development, promotion, transfer, compensation, benefits, termination and retirement.

To promote career and personal development of existing employees, SAWA will provide opportunities for existing employees to compete for available opportunities in the organisation. External resourcing will be considered when determined by the Board to be necessary to meet the organisational needs.

Family members can work in the organisation as long as there is no direct supervisory relationship. It is expected that if a new employee is recruited into the organisation, they should declare the same.

Employees who enter into a relationship with one another after beginning employment with SAWA may continue to work for the organisation provided one is not a supervisor of the other, or they both do not hold managerial positions in a related department whereby conflict of interests could occur.

All employment will be based on the availability of an approved position in the organisation.

## **3.1 Employment Categories**

### **3.1.1. Open Ended Contract**

Employees whose roles are determined to be long term and core to the business of the organization are categorized as permanent. Employees under this category will be subject to this Manual.

### **3.1.2 Fixed-Term contract**

An employee may be engaged for a specified period **depending** on the assignment or project duration to undertake specific roles and responsibilities. Such contracts are categorized as fixed-term contracts. An employee on a fixed term contract will not be eligible for redundancy as the term of employment is clearly defined in the contract. An employee under this category of employment will be subject to this Manual. After completion of the project an employee may apply for consideration for any other position in SAWA subject to its availability.

An employee under fixed term contract may be offered an open ended contract upon satisfactory performance in 3 years continuous.

### **3.1 .3 Temporary Employment or part time**

An employee who is engaged continuously for a period not exceeding three months. This category of staff is not entitled to any benefits in the organization other than outlined in their contract but will be expected to adhere to the Code of Conduct that will be provided to anyone serving the organization.

#### **3.1.4 Intern**

A person who contribute to the work of SAWA primarily for learning purposes and to gain from the experience, and not entitled to benefits of part time or other contract employees.

#### **3.1.5 Volunteer**

A person who voluntarily contributes to the work of SAWA at no charge, and not entitled to benefits of part time or other contract employees.

#### **3.1.6 Consultant**

A professional who provides advice or services to SAWA in a particular area of expertise for a specific period of time and for a specific fee specified in the contract of engagement ,and not entitled to benefits of part time or other contract employees

#### **3.1.7Labourer**

A non-professional who performs a specific support or clerical tasks for SAWA for specified period of time and agreed payment ,and not entitled to benefits of part time or other contract employees

## **3.2 Advertising**

Job vacancies may be advertised by the following means;

- Internal notices posted on notice boards
- Advertisements in local newspapers
- Through other NGO's and partners

- Other means deemed appropriate

All advertisements will be based on the job profile of the position to be filled and will state the minimum level of academic qualifications, work experience, skills, competencies required, and any other special requirements.

### **3.3 Short listing Of Applicants**

This will be coordinated by the Finance and Admin Officer (FAO) under management of ED

### **3.4 Interviews**

Interviews shall be conducted using appropriate methods that will ensure that;

- the results demonstrate the competencies, skills and experience desired
- there is objectivity
- there is no discrimination
- there is adequate documentation of the process
- Governed by transparency

Selection shall base on ability to perform the work effectively, reliably and with quality. Criteria to be considered shall vary depending on the post but shall normally include work experience, academic background, commitment to SAWA mission and values and demonstrated skill level.

**Sanitation and Water Action (SAWA)** will endeavor to ensure that the interviewing panels have;

- gender representation
- technical representation
- Supervisor representation
- human Resources representation

### **3.5 Reference Checks**

Employment of any candidate is subject to **Sanitation and Water Action (SAWA)** obtaining satisfactory professional references including from previous employers. The references must be obtained as soon as possible, but no later than the end of the first 3-month probation period. The references will be obtained through written communication.

### **3.6 Appointment Authority**

The authority to appoint employees in **Sanitation and Water Action (SAWA)** is vested in the Board of Directors. The board will be responsible for appointing the Executive Director. For other posts the Executive director shall employ in consultation with the Board of Directors. Appointments for temporary employees may be signed by employees with delegated authority. All appointment letters must be signed by the Chairperson or her/ his delegate. All appointments for regular staff are subject to the

terms and conditions stated in this Manual unless otherwise stated in the appointment letter.

### 3.7 Letter of Appointment

A successful candidate will be issued with a Letter of Appointment prior to commencement of employment. The appointment letter will include the;

- effective date of employment
- position title and reporting relationship
- duty station
- salary and other benefits
- probationary period

The letter of appointment will be valid only after appending of signatures by the ED and the employee respectively.

Upon appointment, the new employee will be provided with a job description.

### 3.8 Documents to be submitted upon employment with SAWA

Each newly hired employee is required to submit within the first month of appointment, the following documents to the FAO;

- (a) NSSF/PPF membership number
- (b) Two passport size photos
- (c) Legally Certified copies of Academic qualifications, Birth certificates of dependants/children/adopted children

### 3.9 Probation

Newly recruited employees in the organization will serve under probation for three months in order to assess his/her suitability for job and capacity to fit into the organization. For short term (below one year) appointment, the probationary period will be one month.

In the event of an employee's performance being unsatisfactory or for any other justifiable reason, **Sanitation and Water Action (SAWA)** may, on the recommendation of the employee's supervisor, extend the probation period for another three months or discharge the employee. However, these actions require the consultation of the FAO/ED as deemed necessary. If, after the extension of the probation period the employee's performance remains unsatisfactory, their services will be terminated.

### 3.10 Orientation

SAWA recognises the importance of orientation in supporting new employees to adjust within a new working environment within the shortest time possible or for supporting existing employees adjust to new staff, shifts in job emphasis, and scope. This will cover

general orientation and specific orientation regarding employee's job. The supervisor will be responsible for the orientation process.

An employee on an orientation program will be expected to provide feedback to the supervisor and the FAO on the Lines covered during the course of the orientation within two weeks. It is expected that this process will provide a basis for improvement of the orientation process.

## **4.0 Job Profile, Responsibilities and Performance Standards, and records**

### **4.1 Job profiles**

All positions in the organization are determined and approved prior to the recruitment process. The job profiles indicate working relationships, position title, job location, key roles, required job qualifications, skills and work experience.

### **4.2 Job description, performance indicators and standards.**

Upon the engagement of a new employee, the supervisor together with the employee will develop a comprehensive job description based on the existing Job Profile. The Job Description will describe the title, duties, responsibilities, authority, reporting relations and performance indicators of the job. The employee and their supervisor will sign the job description to indicate agreement to the contents therein. The job responsibilities and performance standards will be formulated jointly by the employee and his immediate supervisor.

It is the primary duty of the employees to fulfill the tasks assigned to them under the job description. This and the performance objectives will form the basis for performance evaluation and management. Frequent and regular assessments by both employee and supervisor will be conducted to support this goal.

### **4.3 Employee Records**

**Sanitation and Water Action (SAWA)** shall maintain personal file for each employee recruited for three or more months for the purpose of providing a record of the key aspects of the employee's qualification, family details for distribution of benefits, conduct and performance.

#### **4.3.1 File contents**

Each employee's personal file shall contain the following:

- Application letter, CV, copies of relevant academic certificates and transcript
- Letters of reference ( if confidential these will not be accessible to the employee)
- Copies of driving licence and key passport pages ( if applicable)
- Personal data form record (updated annually) that include names and key details of the employee's family , next of kin and emergency contacts
- Record of medical examination undertaken during recruitment, if any
- Signed copy of contract(s)
- Signed copy of job descriptions

- Records of annual earnings of salaries, pension, gratuity and other benefits
- Copies of pension and health plan identity cards
- Copies of letters/memos written to or by the employee regarding his/her conduct
- Notes for the record regarding the employee's conduct, copies of performance appraisal and other assessments.
- Copies of annual learning plan and monitoring report
- Record of attendance and different types of leave
- Current passport size photograph of the employee
- Any other information that Executive Director or supervisor believes to be relevant

4.3.2 Each employee shall cooperate with the organization to provide required information on time and to update it from time to time as appropriate.

#### **4.4 Confidentiality and access**

Personnel files are maintained by the FAO and will contain employment related documentation. The employee has the right to make copies of documents in her/his file with prior permission from the Executive Director. Line manager may have access to employee's file through the Executive director. Employee's file shall be kept open until the contract with him/her has ended without renewal and all outstanding matters have been settled. After this the personal file shall be formally closed and kept for the period of not less than three years from the effective date of contract end.

#### **4.5 Transfers and Reassignments**

SAWA may transfer an employee to other offices to meet the requirements of the organisation, employee needs, or as a result of structural changes in the organisation. Transfers and reassignment will take place subject to availability of a vacancy. Careful consideration will be given to employees' special personal considerations in reassignments and transfers. The Line Manager and the ED will approve these types of relocation. The employee will be entitled to accommodation, food and incidentals. Any other expenses incurred while out of station will be subject to the provisions of travel and travel advance policies and procedures.

### **5 Working hours**

This section describes regulations regarding hours of work, overtime, work during evenings and weekends, public holidays and short absences from work ( of less than 4 hours)

#### **5.1 working hours:**

5.1.1 All full time employees shall normally work 40 hours per week.

5.1.2 The official office opening hours shall normally be Monday to Friday from 08.00 to 16.30. 5.1.3 All employees are encouraged to be present at the work during the office opening hours. however, an employee may exercise flexibility in working hours, with the consent of his/her line manager provided :

(a) Employee works during "core" working hours of 0800 – 16.30 Monday to Thursday and 0800-15.30 Friday

- (b) By working flexible hours employee does not miss any meetings or other planned engagements, including those planned during opening hours, or otherwise inconvenience the work of the organization,
- (c) employee informs the line manager in advance, and
- (d) the employee fulfills the 40 hours/week work commitment

5.1.4 Notwithstanding the above, it is recognized that on rare occasion an employee may need to leave early or arrive late for personal reasons beyond the core hours noted above. In such cases the employee may negotiate additional time off from his/her line manager, and proceed should the request be approved, provided such time is compensated as soon as possible. This provision should only be invoked on a rare and limited basis.

5.1.5 Where the use of flexible hours is experienced as disrupting or inconveniencing the work of the organization, the line manager and/or the Executive Director reserves the right to curtail or stop an employee from working flexible hours.

## **5.2 Public holidays**

SAWA recognizes the following national holidays in Tanzania.

- New Year's Day
- Zanzibar Revolution Day
- Eid-el-Hadj (Depend on Sighting of the moon)
- Good Friday
- Easter Monday
- Karume Day
- Union Day
- Workers Day
- Maulid/Prophet Mohammad Birthday
- Christmas Day
- Trade day
- Farmers Day
- Mwalimu Nyerere day
- Eid-el-Fitr
- Independence Day
- Boxing day

Additional days may be added if declared national holidays by the Government of Tanzania. If a holiday falls within a period of approved paid leave, the employee will not be charged leave on the holiday.

## **5.4 Overtime**

**Sanitation and Water Action (SAWA)** shall strive to create work-life balance that enables employees to have adequate time outside official working hours for family, rest and recreation. Employee shall undertake what is necessary to deliver on agreed output and in a timely manner.

## **6. REMUNERATION & BENEFITS**

SAWA determines its remuneration and benefits to attract and retain professional employees who are able to execute the organisations strategy. To realise this objective, SAWA's strategy will be guided by the following principles;

- the organizations pay and benefits are competitive
- there is internal equity
- there is uniformity in the application of pay structures and policies

### **6.1 Salary**

Staff salaries are recommended by the ED and approved by the Board based on factors that include;

- Job value- determined through the job evaluations and grading
- Market surveys
- Cost of living
- Budget availability/constraints

### ***Entitlements***

All employees shall;

- receive a monthly salary through their bank accounts. An employee should inform the FAO of the bank details and any other subsequent changes of such details
- receive a pay-slip for each month's pay, indicating how the salary has been calculated
- have all statutory deductions made e.g. PPF/NSSF, PAYE or any other such payments as required by the Government of Tanzania

### ***Procedure***

- The FAO, shall administer the salary and benefits in accordance with the guidelines of this Manual
- Salary payment to employees shall be made monthly and will be paid by the 25th day of each calendar month, or the nearest working day thereto, unless otherwise authorised by the ED
- Salaries for new employees will be calculated from the day one reports to work and monthly thereafter.
- Cost Of Living Adjustment (COLA) will be determined by the underlying rate of inflation in the country during the year. The ED will make recommendations for approval by the Board. This is subject to the budgetary availability and other considerations



- All incomes received by the employees will be subject to income tax as per the applicable income tax regulations in Tanzania

## **6.2 Leave Allowance**

An employee who has served for a full year (January to December) shall be entitled to one month's basic salary being leave allowance to cover travel expenses during the leave period.

An employee, who joins SAWA within the year, shall have the allowance calculated on a pro-rata basis based on the duration of employment in a given year. The amount is paid in December each year for ease of administration.

## **6.3 Overtime**

No overtime payments will be paid unless the employee is officially authorised in writing to work overtime.

## **6.4 NSSF/PPF**

SAWA makes contributions on behalf of all employees' to the PPF Pension fund withheld from the monthly salary payment and remitted to the Fund on their behalf as required by law.

- SAWA will contribute 10 % of consolidated salary to PPF for all employees on open-ended and fixed term contracts upon confirmation.
- Each employee will contribute an additional 10 % of their salary to the PPF Scheme
- Employees on probation are not eligible for PPF membership. However upon confirmation employees become eligible. This will however be governed by the rules and regulations of the Fund.

## **6.5 Working Out Of Station**

An employee may occasionally be required to undertake duties outside their stations or participate in learning and development initiatives. These types of undertakings or initiatives will need to be justified and documented,

The ED will approve these types of relocation. An employee who works out of station will be entitled to accommodation, food and incidentals. Any other expenses incurred while out of station will be subject to the provisions of travel and travel advance policies and procedures.

## **6.6 Medical Services**

SAWA employees will be eligible to support for medical services to the limit of 800,000 per family per year upon submission of genuine receipts.

Special treatments like optical and dental will be considered SAWA will only support for glasses up to the maximum of 50,000 Tsh.

## 6.7 Funeral Allowance

In the event of death of a member of staff or family member (a spouse and up to 4 children under 21 years), as registered in the employee's details, the following will apply;

- SAWA will pay Tshs 500, 000 for funeral expenses
- When the burial is within the operation area, SAWA will provide one vehicle for transportation to the burial area.
- When the burial is outside the operation area, SAWA will pay Tshs 800,000 in lieu of transport.

## 7 LEAVE

SAWA endeavors to ensure that an employee through the various types of leave maintains a proper work / life balance. Therefore, various types of leave entitlements are outlined in this manual to be responsive to an employee's needs. However it should be understood that occasionally, leave may have to be rescheduled depending on work priorities.

Leave entitlements will be calculated per SAWA's Fiscal Year (FY) which runs from July 1<sup>st</sup> to June 30<sup>th</sup>. Leave applications should be made to the Line Manager in coordination with the FAO.

### 7.1 Annual Leave

Annual leave entitlement will be pro-rated for each calendar month of service however, for ease of administration the entire annual leave entitlement, being 25 working days, shall be credited to the employee at the beginning of each FY. Supervisors and their staff will determine the most convenient time within the FY when the leave may be taken.

An employee on probation is encouraged to complete the probation period before applying for annual leave. However, under special circumstances, annual leave may be granted against days earned.

### Entitlements

- An employee will be entitled to 22 working days annual leave for each year.
- It is recognised that under certain circumstances it may not be possible for an employee to utilise all his/her leave days within a given fiscal year. In such a case, an employee may carry over up to a maximum of ten (10) days of unused annual leave into the next financial year. Any carried over leave in excess of the ten (10) days allowed must be approved by the Line Manager/ED with justification.

## **7.2 Combined leave**

Different types of leave may be taken one after another. For example;

- Cases of documented continuing illness, which may be covered first by sick leave and then by annual leave and then by leave without pay
- Maternity leave may be combined with the annual leave for the year. If leave has already been taken, then only remaining days are added to maternity leave.

## **7.3 Compensatory Leave – Time Off In Lieu (TOIL)**

An employee will be entitled to TOIL for working over the weekends and public holidays. This will be approved in advance by the Supervisor or formalised within five days upon return to the duty station.

## **7.4 Sick Leave**

### **7.4.1 Sick Leave**

- An employee shall be entitled to a maximum of thirty calendar days sick leave per year, with full pay.
- An employee who is admitted in hospital while on annual leave will qualify for sick leave upon proof of admission.
- When an employee has a child who is admitted in hospital and there is need for him/her to stay with the sick child in hospital, then absence from duty will be charged to sick leave subject to the 30 days sick leave allocation. Failure to provide a medical certificate may be grounds for disciplinary action.
- Any absence from work due to sickness must be justified by the employee through a medical certificate from a doctor or a recognised medical practitioner.
- Sick leave will not be carried over to the following year.

### **7.4.2 Long term illness leave**

As a response to the prevalence of long-term illnesses at the work place and the organisation's commitment to provide support the following will apply;

- An employee with long-term illness shall be entitled to sick leave up to a maximum of sixty-calendar days per year, with full pay. The eligibility for long-term illness leave will be considered upon documented request for this type of leave by the employee, with justification from a recognised medical practitioner. An employee applying for this leave will not be entitled to any other type of sick leave. The normal leave application procedure will apply.

- If an employee has not recovered, he/she will be entitled to additional sick leave up to a maximum of 90 calendar days on half pay. Thereafter, any absence from work will be without pay for up to a maximum of 90 calendar days.
- If the employee is not able to resume work after the expiry of the three months without pay the matter will be referred to the ED who may consider separation.

### **7.5 Maternity Leave**

- A female employee is entitled to ninety calendar days maternity leave. This does not affect the normal annual leave entitlement which is extra to these ninety calendar days.
- An employee on probation is eligible for maternity leave; however, the probationary period will be put on hold and will resume upon an employee's return to work.
- Nursing mothers may take one hour off-duty each working day, for breast-feeding until the baby is six months old. It is the responsibility of an employee and her line manager to document what has been agreed on.

#### **Procedure**

All applications for maternity leave must be submitted in writing, through the Line Manager for approval and thereafter forwarded to the FAO. If a temporary replacement is required, the same will be determined during this notice period. It is the responsibility of the Line Manager to inform FAO on the need for a replacement.

An employee should make an application for such leave 2 months in advance informing her Line Manager of the day upon which she plans to commence maternity leave.

### **7.6 Paternity Leave**

A male employee shall be eligible for 10 working days per annum as paternity leave on full pay. This entitlement can be utilized two weeks before or after the delivery of the baby.

#### **Procedure**

An application for paternity leave must be submitted in writing through the line manager for approval and forwarded to the FAO.

### **7.7 Compassionate Leave**

An employee is entitled to 10 days per annum as compassionate leave. It is provided to an employee upon the death or during the terminal illness of an immediate member of the family and close relatives. These will include a spouse, children, parents, brothers, sisters, sister and brother in-law grand parents and

parents-in law of the employee only. Such leave will not be deducted from annual leave or sick leave.

### **Procedure**

An application for compassionate leave must be submitted in writing through the line manager for approval and thereafter forwarded to the FAO.

### 7.8 Unpaid Leave

- Under special circumstances and after due consideration, an employee with no leave to their credit may be granted by the ED unpaid leave up to a maximum of one month in a given financial year.
- SAWA may allow an employee who has served in the organization for a minimum of 2 years of service, unpaid leave of a maximum of six months to undertake a course. An application for such leave will be submitted through ED for approval by the Board of Directors.

## **8. TRAVEL**

An employee travelling on SAWA business outside his/her duty station will be provided with a travel advance and or entitled to allowances where applicable.

### 8.1 Per diems

An employee who travels on SAWA business outside his/her duty station will be provided with per diems to meet accommodation, food and out of pockets expenses. Details are provide in finance and admin policies of SAWA.

### 8.2 Reimbursement of Other Travel and Related Expenses

Where an employee uses his / her own funds to meet work related expenses, he / she will be entitled to a reimbursement of the same.

## **9. DISCIPLINE & GRIEVANCE**

### 9.1 Discipline

- The policy and procedures on disciplinary matters and performance at work is designed to safeguard and protect the interest of the individual, other employees and SAWA's reputation by providing a framework for management and employees to ensure that the high standards of performance and conduct that are required, are met and maintained.
- Disciplinary action may be necessary where expected standards of performance or behaviour are not met.

- Disciplinary matters will be dealt with in a fair and equitable manner in accordance with the procedures outlined herein.
- All disciplinary cases will be handled in a transparent manner with both parties being updated at each stage of the process.
- At every step of the disciplinary process the employee will be given an opportunity to be heard and state their case in writing.
- SAWA expects that all employees will demonstrate high level of performance and discipline and respect the rules and regulations of the organization and any other authorised verbal or written lawful and reasonable instructions thereby enabling a conducive and productive work environment.

## 9.2 Misconduct

This refers to behaviour and actions that contravene the laid down rules and regulations of SAWA. Misconduct will be classified as minor or gross misconduct depending on the resulting impact to work processes in SAWA and the relevant regulations in the Employment Act.

### **Minor Misconduct**

The following but not limited to this, will constitute minor misconduct;

- (a) Absence from duty without showing proper cause or without reporting the absence in good time
- (b) Habitual lateness to work
- (c) Failure to carry out all duties as listed in the Job Description
- (d) Continuous underperformance

### **Minor Misconduct Action**

It is advisable that when managing issues of indiscipline the matter is brought to the attention of the employee and the employee is given an opportunity to state their case. If indiscipline is determined then the employee will be given a verbal warning. A note to this effect will be placed in the employee's file. The note should give an indication of the required improvement or change in behaviour.

However the following disciplinary procedures will apply to the management of minor misconduct if the above remedial action does not produce the desired results;

#### **Step 1**

If there is no improvement or change of behaviour, the supervisor will issue a first warning letter. This letter will describe this particular offence and prescribe that the offence should not be repeated and/or that performance or change in behaviour should improve over a specified period.

#### **Step 2**

On a second offence; the employee will be issued with a second warning letter.

#### **Step 3**

If there is still no improvement or change in behaviour, the supervisor will recommend to the ED the third and final warning letter which will be marked 'Third and Final Warning Letter'.

#### **Step 4**

If there is still no change or improvement in behaviour the management may terminate the services of the employee with cause without any further reference to the employee.

#### **Note**

- An issue does not have to relate to a previous issue to require a warning letter in the sequence mentioned above.
- A warning letter expires after a period of 12 consecutive months as long as no other offence is committed within the period.
- The employee will have the right of reply or explanation on receipt of any of the above actions. This written reply must be submitted within two working days of receipt of the action notice
- Each warning letter and employees defence will be submitted to the FAO for filing in the employees' confidential file
- All warning letters must be acknowledged in writing by an employee or should be witnessed by at least two Board members.

#### **Gross Misconduct:**

Examples of gross misconduct include;

- (a) Fraud or misuse of SAWA's funds, equipment or material of any nature, or submission of false claims
- (b) Breaching of the confidentiality clause
- (c) Giving or accepting bribes or kickbacks in the form of money, services, gifts, or discounts
- (d) Engaging directly or indirectly in trade, commercial activity, other employment, or any other activity deemed to be in conflict with SAWA's interest, without the written permission of the ED or any other SAWA staff with delegated authority
- (e) Publication to any person, group or agency, any information or material relating to SAWA or its work, without written authorisation from the ED or any other SAWA staff with delegated authority
- (f) Misuse of SAWA's vehicles and any other resources
- (g) Insubordination

- (h) Physical violence
- (i) Discrimination or harassment based on race, colour, tribe, nationality, cast, creed, sex, age or disability
- (j) Repeated or frequent commission of minor misconducts
- (k) Intentional damage to SAWA property
- (l) Gross negligence
- (m) Criminal conviction
- (n) Use of abusive or insulting language in the work place
- (o) Being intoxicated during working hours
- (p) Sexual harassment
- (q) Any behaviour that contravenes the SAWA's Code of Conduct
- (r) Absenteeism from work without leave or a lawful cause
- (s) Misrepresentation or behaving in a manner that can put SAWA's name into disrepute

**Gross Misconduct Action:**

Allegations of gross misconduct should be documented by the supervisor and reported immediately to the ED and the FAO. An employee accused of committing a gross misconduct may be suspended on full pay to allow for an independent investigation which should be carried out immediately and expeditiously.

An employee accused of any act of gross misconduct will be given an opportunity to state their case. If gross misconduct is proven, it may result in summary dismissal.

An employee who has been subjected to any disciplinary action as stipulated above has the right of appeal, which should be submitted to the ED in writing within 14 calendar days of receipt of the penalty that is being contested. The appellant will not be discriminated against in any way because of this appeal. The ED may request the Board for a review of any decision or order which has been made concerning a disciplinary matter. The decisions by the Board on the appeal will be final.

**9.3 Grievance**

A grievance arises when an employee is dissatisfied on an issue within SAWA. Typical grievances may concern term as and conditions of service, discrimination, harassment, or any other unfair treatment by peers or the employee's supervisors.

SAWA is committed to fostering a climate of open communication with all employees. This will enable the organisation to listen and respond to employee grievances more effectively.



In the event that a grievance occurs an employee is encouraged to follow the laid down procedures for addressing their grievances.

## **Procedure**

### **Stage 1**

The employee should set out their grievance in writing to their supervisor. If the grievance touches on the supervisor, the grievance should be directed to the next higher level of management. The resolution of the grievance should be done at this level and within 14 calendar days of reporting of the grievance.

### **Stage 2**

If the matter is not resolved at stage one, the grievance should be taken in writing to the next level of management by the employee with full knowledge of level one parties within 14 calendar days of reporting.

### **Stage 3**

Should the matter remain unresolved the employee may take the grievance in writing to the ED. The ED may order an investigation into the matter and make their decision based on the findings within one month of reporting. The ED's decision will be final.

## **Notes**

- It is the responsibility of the employee to raise the grievance
- SAWA discourages the use of anonymous letters in the reporting of grievances
- Grievances will be handled confidentially and no reprisals will be taken against employees for reporting grievances
- All grievances will be thoroughly investigated and responded to promptly

## **9.4 SEPARATION FROM THE ORGANISATION**

This section deals with the manner in which an employee may separate from employment of SAWA. Separation may be voluntary or involuntary.

An employee may separate from SAWA at any given time through resignation, termination, end of programme activity/ redundancy, death in service, summary dismissal or retirement.

SAWA is committed to ensuring that the rights and dignity of any separating employee is upheld during the separation process.

Separation from the organisation is categorised in the following:-

## 9.5 Resignation

An employee, who has been confirmed, may resign from the organisation upon giving one month's written notice or one month's salary in lieu of notice.

An employee on probation may resign at any time without giving reason but should give seven (7) days written notice.

### **Procedure**

An employee who resigns from the employment of SAWA will submit his/her resignation in writing to the ED, indicating the effective date of resignation with due regard to the required notice period.

A resignation is considered accepted upon the confirmation in writing by the ED. If an employee is under investigation for misconduct, or for any other justifiable cause, the ED may decide not to accept the resignation. In the event that the ED does not accept a resignation, this decision will be communicated to the employee within 7 days.

The effective date of any resignation is the day after the last day worked, unless otherwise stated.

Management may use its discretion to release an employee from employment at any time during the notice period. However, such an employee will be paid his/her dues up to the end of the notice period.

### **Entitlement**

The calculation of the terminal dues will be based on the following:

- NSSF/PPF contributions as per the rules and regulations of the Trust Deed and the Retirement Benefits Authority rules and all subsidiary legislation made there under, applicable at the time of the separation.
- Any salary due for the days worked as at the date of separation.
- Any outstanding advances or losses caused or incurred by an employee will be deducted from the above terminal dues.

## 9.6 Termination

### **Policy**

Termination of employment occurs when SAWA discontinues the employment agreement with an employee. The termination of an employment contract will be in accordance with the labour laws requiring one month's written notice, or payment of one month's salary in lieu of notice.

The official termination date is the day after the last day worked, unless otherwise stated.

The calculation of the terminal dues following termination of employment will be the same as those outlined under the section on resignation (9.1) and is subject to the above stated clearance procedure.

### 9.7 Redundancy

An employee may be terminated from employment due to reduction or end of program activities or any matter commonly referred to as redundancy. In the event that it becomes necessary to do so, SAWA will pay all entitlements as stipulated in section 9.1 as applicable.

### 9.8 Summary

### Dismissal

An employee may be summarily dismissed without notice when he/she commits an act that is proved to amount to gross misconduct. The notification of the dismissal will be with cause.

A copy of the dismissal will be acknowledged by the employee or endorsed by two witnesses noting the time and place of delivery. A copy of this letter will be filed in the personnel file.

A brief written report informing on the termination and the actual reason of termination will be made to the labour officer of the Line concerned within seven (7) days from the dismissal by the ED.

### **Entitlement**

An employee who is summarily dismissed will not be entitled to any of the terminal benefits except;

- Salary payment for the days worked up to the time of the dismissal
- NSSF/PPF contributions as per the rules and regulations of the NSSF/PPF and the Retirement Benefits Authority rules and all subsidiary legislation made there under, applicable at the time of the separation.
- Any outstanding advances or losses caused or incurred by an employee will be deducted from the above terminal dues.

### 9.9 Termination upon death in service

If an employee dies while still in the employment of SAWA the beneficiary or the legally appointed administrator of the estate will receive the following accrued benefits;

- NSSF/PPF contributions as per the rules and regulations of the Trust Deed and the Retirement Benefits Authority rules and all subsidiary legislation made thereunder, applicable at the time of the separation.
- Any salary due for the days worked but not paid by the time of death.

#### 9.10 Certificate of service

An employee will be entitled to a certificate of service which will indicate the following;

- The name of the employee
- The date when employment commenced
- The nature and usual place of employment
- The date when employment ceased