



REDESO
Relief to Development Society

RELIEF TO DEVELOPMENT SOCIETY (REDESO)

STAFF REGULATIONS (HR MANUAL)

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1 INTRODUCTION

1.1 GENERAL

1.1.1 Relief to Development Society (REDESO) is a Tanzania registered National NGO in 1998 under the Society Ordinance Number S.O. No. 9459 of 1954. The main objectives of the organization focus on relief and community development programs. The Staff Regulations are set of rules and guidelines, which embody the fundamental conditions of service and the basic rights, duties and obligations of staff members of organisation.

1.1.2 Vision

To be a community where refugees and other vulnerable people have access to equal opportunities

1.1.3 Mission

REDESO strives to provide relief services and promote sustainable development to vulnerable communities through capacity enhancement interventions

1.1.4 The Core Values of REDESO Staff

The core values of REDESO revolve around Professionalism; Responsiveness; Respect; Team Work; Volunteerism and Integrity. These core values reflect the REDESO ideas and principles, and hence serve as guidelines for the Organisation and its officials in the conduct of their responsibilities.

1.2 SHORT TITLE, AUTHORITY AND EFFECTIVE DATE

1.2.1 These Terms and Conditions of service and Code of Ethics may be cited as the REDESO Staff Regulations and shall be deemed to have come into effect after approval of the Governing Board.

1.3 SCOPE AND APPLICATION

1.3.1 These Staff Regulations shall apply to all employees including Contract employees save where individual contract provide otherwise;

1.3.2 These Staff Regulations are to be read together with the Financial Regulations, the Procurement Manual, Scheme of Service and other regulations, rules, instructions and circulars as may be issued from time to time by the Management or the Board;

1.3.3 Where there is a conflict between any provisions of these regulations under any written law, such written laws shall prevail;

1.3.4 These Terms and Conditions of Employment are the subject to the Employment Labour Relations (ELRA) Act no. 6 of 2004, any relevant law, which may be in force from time to time in United Republic of Tanzania;

1.3.5 The authority for implementing these Staff Regulations lies with the Chief Executive Officer of REDESO, and is responsible for all matters of the organization.

1.4 INTERPRETATION

1.4.1 Singular words shall stand for plural and words in the plural include the singular.

1.5 DEFINITIONS

1.5.1 The following terms/words used in these regulations shall have the meaning as hereunder defined:

Appointing Authority means the Governing Board and the Chief Executive Officer.

Approved Medical Officer means a medical practitioner duly registered according to the written law of the country and approved by and accepted by the organization.

Board means the Governing Board of the organization established under the constitution of REDESO "Board shall include any committee of the Governing Board or a committee authorized by the Board.

Code of Ethics means the Code of Ethics and Grievances Procedure for the Organisation approved by the Board.

Dependent Children means all children including those born out of wedlock and stepchildren, who are not more than eighteen years of age, those still attending formal education and above eighteen years, unmarried, and wholly maintained by the employee.

Directive means any directive issued from time to time by the Chief Executive Officer

Domicile means the place where a person was born or which he/she has made his/her permanent home as declared in his/her appointment records. Female staff getting married may change that place of domicile to that of the husband

Employer means REDESO.

Employee means a person employed by the REDESO on either: (i) a contract for an unspecified period (permanent); (ii) a contract for a specific period; or (iii) a contract for specific task.

Chief Executive Officer means the Chief Executive Officer of REDESO appointed in accordance with the constitution of REDESO.

Family means an employee and his or her spouse (only one), married legally, recognized with a marriage certificate registered in the Employer's records and, if any, the children to a maximum of four under 18 years of age, and/or up to 21 years of age if the child is in secondary school or vocational institute (as evidenced by written confirmation from educational establishment

Management Means the Chief Executive Officer, Deputy Chief Executive Officer and Senior Managers, Project Controller and Quality Assurance Manager responsible for day-to-day running of the organisation's programmes.

Medical Team means competent and approved medical practitioners appointed by REDESO.

Organisation means REDESO in accordance with the constitution of its formation.

Promotion means appointment of an employee to a higher grade.

REDESO means Relief to Development Society (REDESO), an organization formed in June 1998 with registration No.9459 under the Societies Ordinance of 1954

Salary means wages paid to employee.

Senior Management Team means a group of senior members of staff including the Chief Executive Officer, Deputy Chief Executive Officer, Quality Assurance Manager Head of Departments, Senior Managers at Branches.

Service means work rendered by employees of the organization

Spouse means a wife or a husband. For the purpose of privileges and entitlements for which an employee qualifies, means one spouse.

Staff means persons employed and working for REDESO

Staff Regulations means a document or instrument spelling out the rules, procedures and restrictions or sanctions aimed at regulating the actions of employees in their day-to-day conduct of REDESO business.

Transfer means deploying staff to a new working station or department.

Wife/husband means legally married spouse (Wife/Husband)

Written Laws means Acts of the Parliament of the United Republic of Tanzania including but not limited to the Employment and Labour Relations Act, 2004, Workers Compensation Act, Labour Institutions Act, 2004 and Social Security Regulatory Authority Act 2008.

1.6 AMENDMENTS

- 1.6.1 Every amendment of /or incorporation into these regulations shall be authorized and approved by the Governing Board.
- 1.6.2 These Regulations shall be reviewed from time to time in light of changes and experience of the Organisation

1.7 PROMULGATION

- 1.7.1 A copy of these Regulations shall be issued to every employee, and every employee shall have his/her attention drawn to them. Acceptance of an offer of appointment shall be deemed to include acceptance of the provisions of these Regulations.

1.8 ORGANISATION STRUCTURE AND STAFF ESTABLISHMENT

- 1.8.1 There shall be an Organisation Structure and Staff Establishment based on the optimum requirements of the Organisation approved by the Board. The Heads of Departments/Branches will determine their staffing needs in consultation with the Head of Human Resources.
- 1.8.2 There shall be no increase in the establishment at any grade or at any station, which will be made without the approval of the Chief Executive Officer. Staff may be re-deployed between work areas including stations for positions, which do not involve promotions at the discretion of Head of Department or Branch in consultation with the Head of Human Resources.

1.9 GENERAL OBLIGATIONS OF THE ORGANISATION

- 1.9.1 The basic aim of the Organisation is to properly manage the organization so that employees will find satisfaction while working toward the accomplishment of its

objectives. The following general obligations of the Organisation are considered essential to the achievement of the above aim:

- a) To have a stable staff to ensure efficient and economic conduct of REDES operations.
- b) To have all positions in the REDES structure filled by persons who are loyal, diligent and properly suited to their positions by virtue of their knowledge, skills, experience, physical condition, personality and interest.
- c) To provide a work environment that will maintain and foster interest and growth.
- d) To maintain as far as possible a salary and benefits at reasonable levels to facilitate highest contribution to the realization of the REDES objectives.
- e) To have at each level in the Organisation a sufficient number of employees who are capable to ensure that when vacancies occur or new positions develop, the properly qualified personnel are available to fill them
- f) To ensure there is no any type of harassment and discrimination, including sexual harassment and gender discrimination, among employees. Each employee has the right to be treated fairly and with respect.
- g) To enhance transparency and accountability

2 EMPLOYMENT AND APPOINTMENT

2.1 PRINCIPLE OF SELECTION AND APPOINTMENT

2.1.1 Basis for employment

- a) Recruitment and hiring will only be made in accordance with the current approved organization structure and establishment.
- b) The Organisation is an equal opportunity employer. It will therefore provide equal access to employment and ensure that the best available person is appointed to any given position free from discrimination of any kind and without regard to factors like gender, marital status, tribe, religion and disability which does not impair ability to discharge duties

2.2 TYPES OF APPOINTMENTS

2.2.1 There shall be three types of appointments/service: -

- a) Contract of unspecified period (Permanent) -Comprises of all staff engaged on specified period of time (permanent terms) and who have been confirmed in their appointment. Persons filling these posts can be expected to make a full career in the service of the Organisation until the normal age of retirement, unless their appointments are otherwise terminated.
- b) A contract for a specified period of time (Fixed Term contract)-An appointment on a contract for a specified period of time (fixed contract) terms will normally be for a period not more than 1 year from the date of first appointment. A contract may be renewed for further period at the discretion of the Appointing Authority and staff good performance.
- c) A contract for specific Tasks (Temporary Employee) – If for some reason the workload demands more manpower than is available from current staff and the phenomena appears to be of a temporary nature, tasks contract staff may be engaged provided the work or work place is not sensitive. An appointment on task term shall be on a month-to-month basis for a period not exceeding six months.

2.2.2 Recruitment and Selection

In line with its policy, REDES0 shall aim at recruiting the best candidates in its work force after seeking applications through comprehensive advertising.

2.3 PROCEDURES FOR APPOINTMENTS

2.3.1 Where a vacancy occurs, the Appointing Authority shall fill the vacancy by promotion or internal transfer of any competent Employee. If there is no suitable candidate within the organisation then the post shall be advertised.

2.3.2 Staff Requisition and Interviews

Prior requests for staff shall be submitted to Human Resources Department through a formal request. Recruitment activities shall not commence until approval is obtained from the Chief Executive Officer. The request shall be submitted under a covering memo with supporting information to the effect that: -

- a) The vacancy to be filled is within the approved establishment

- b) The request does not exceed the authorized target manning level for the job group unless it is a replacement of a staff who has left the Organisation.
- c) Interview shall be conducted by the interviewing panel of the relevant Appointing Authority

2.3.3 Appointing Authority

Position/Grade	Recommending Authority	Composition	Approving Authority
Senior Management Team (D1)	Chief Executive Officer	Board	Board
Manager (D2 and C)	Chief Executive Officer	Board Committee	Board
Other position (B/A)	Senior Management	Management	Chief Executive Officer

2.3.4 Power of Appointing Authorities

The Appointing Authorities shall have powers: -

- a) To make appointment or promotion or transfer of an Employee;
- b) To confirm the appointment of an Employee appointed on probation;
- c) To extend the probationary period of an employee appointed on probation provided that such probationary period shall in no event be more than twelve (12) months; and
- d) Subject to the labour laws of the country, to terminate the appointment of an Employee as provided under the provisions of these Regulations.

2.3.5 Interview Panel

There shall be an interview panel which shall constitute a minimum of four members one of whom will be the CEO/ Deputy CEO, Senior Manager to whom proposed candidate will report to the Manager/Program Coordinator

Interviewers shall conduct interviews as follows: -

- a) Interview for Chief Executive Officer – Governing Board
- b) Interview for Program Manager – Board Committee and Chief Executive Officer.
- c) Interview for Branch Program Officers, Line officers – Senior Management Team and Chief Executive Officer.
- d) Other staff – by the Chief Executive Officer and or Senior Management Team

2.4 LETTERS OF APPOINTMENT

2.4.1 All appointment letters, terms and conditions of service for all new employees in all categories will be approved and signed by the relevant appointing authority, and thereafter a candidate shall undergo an induction program prior to acceptance of the offered appointment.

2.4.2 When approval for an appointment has been granted, a letter of appointment shall be issued, setting out the main terms and conditions of service, salary offered and details of the position. The offer shall include as far as possible the job description and performance standards for the job. The candidate shall confirm acceptance of an offer

and shall indicate the date of reporting for duty within one month. The offer of appointment shall be valid for six weeks from the date of offer.

2.4.3 Letters of appointment shall only be valid if signed by the Chief Executive Officer or an officer authorized to sign on his behalf.

2.4.4 Medical Examination Report

All first appointment candidates shall undergo medical examination and have to be proved medically fit by a Medical Team appointed by REDESO to hold the post to which he/she has been appointed. For this purpose, the request for **Medical Examination Form** shall be duly filled.

2.4.5 First Appointment

An employee on first appointment (coming from a distant place of recruitment) shall be entitled to free board and lodging or equivalent subsistence allowance for a maximum number of 7 days. In addition, he/she will qualify for one month's salary advance repayable within three months.

2.4.6 This shall be subject to the availability of fund or Project condition.

2.5 VETTING/LETTER OF REFERENCE

2.5.1 All staff appointed from outside REDESO for positions of Senior Officer and above shall be vetted/or have their reference taken from previous employers and independent referees as may be deemed fit by the Appointing Authority. However, at the discretion of the Chief Executive Officer or the Board any staff may be vetted.

2.6 RECOMMENDATION OF FORMER EMPLOYER AND/OR VERIFICATION OF CERTIFICATES

2.6.1 The Department responsible for Human Resources shall obtain recommendations from immediate former employers, referees and shall verify certificates from the relevant institutions for all successful interviewees before confirmation.

2.7 ORIENTATION

The Organisation will conduct orientation programme or induction for newly recruited staff.

2.8 DISQUALIFICATIONS FROM APPOINTMENT TO THE ORGANISATION

2.8.1 No person who has been convicted of a criminal offence involving moral turpitude or who has been terminated from the service previously may be appointed to the service of REDESO without the prior sanction of the Board.

2.8.2 Offences involving moral turpitude shall include:

- a) An act or behaviour that gravely violates the moral sentiment or accepted moral standard of the community; or
- b) The immorally culpable quality held to be inherent in some criminal offences as distinguished from others.

- c) Where an employee has been appointed in contravention of Regulation 2.6 of these Regulations, the appropriate appointing authority shall terminate such employee immediately.

2.9 DECLARATION FOR OATH

- 2.9.1 All employees have a duty not to disclose without proper authority any information that has been obtained in the course of official duties. This rule extends to all documents, records, and information stored electronically. Likewise, employees are required to protect the privacy of persons in official dealings.
- 2.9.2 Engagement in any of the following ways of misusing official information is unacceptable and may lead to prosecution and/or disciplinary action: -
 - a) Leaking information;
 - b) Use of information for personal or private gain;
 - c) Taking advantage of a person on the basis of information gained through official records; and
 - d) Removing, altering or destroying official records

2.10 PERIOD OF PROBATION

- 2.10.1 All *new* employees will serve a probation period of three (3) months, at the commencement of their employment. An employee shall receive a written confirmation of employment upon successful completion of the probation period
- 2.10.2 Where there is doubt about the employee suitability, management reserves the right to extend the probationary period for further period of three months in order to give more time to improve.
- 2.10.3 There shall be a probation period of 90 days for all newly employed staff.
- 2.10.4 During the probation period the employee shall be directed and guided in the performance of his duties by his/*her* superior through notification in writings informing the employee where *his/her* performance or conduct is unsatisfactory.
- 2.10.5 If it appears to the Management that more time may be required for the new employee to adapt to new working conditions and that this can be achieved by extending the probation period, then such period may be so extended by the Management. Provided that the employee should be informed in writing of such extension and when the extended probation will end. Provided further that the probation period cannot be extended for more than two periods of 90 days following the initial 90 days probation period.
- 2.10.6 At the end of the probation period or such further extension imposed, the Management may take either of the following options:
 - (i) The immediate supervisor may recommend confirmation of the employee whose performance of duties is satisfactory upon completion of the probation period. Provided always that the confirmation has to be in writing and recommendations from the supervisor or the Head of Department shall not be binding upon the Management; or

- (ii) The employee whose performance is not satisfactory during the probation may be terminated; and
- (iii) If it becomes necessary to terminate appointment due to unsatisfactory work performance during the probation period, the Management shall notify the employee in writing of its intention to terminate the appointment at least one week before the final decision is taken, in order to give an opportunity to respond to those concerns.

2.11 PROMOTION AND DEMOTION

- 2.11.1 Promotion will take place if vacancies exist at higher grades and if there are employees who are good enough to be promoted and the basis of promotion shall be the ability of the officer to perform at a higher post to which he/she is promoted.
- 2.11.2 Every employee who has performed a satisfactory work performance in an annual appraisal is eligible to apply for a higher position, which falls vacant after one year of service in his or her current position.
- 2.11.3 On receiving application for employment, promotion or relocation, preference shall be given to those already in employment provided they are as equal qualified as the external applicants. The Organisation reserves the right to hire the most qualified person for the job.
- 2.11.4 An employee promoted to a higher salary scale will normally enter the new scale at the minimum of that scale unless the appointing authority decides otherwise or unless he/she is already drawing a salary higher than the minimum of the new scale in which case will retain the higher salary. A letter of promotion should be issued.
- 2.11.5 Every employee who has been promoted shall be on probation in the new position for a period of 2 months.
- 2.11.6 During the probation period, the employee on probation shall be paid the salary stipulated for the new position.
- 2.11.7 Employee shall be confirmed in the new position at the end of such probation period subject to good work performance.
- 2.11.8 Employee shall be demoted or cancel promotion to her/his previous position on unsatisfactory performance during probation
- 2.11.9 Employee shall be given an opportunity to defend him/herself orally or in writing to the appointing officer.
- 2.11.10 Once the promotion has been cancelled or demoted the employee shall revert to his/her previous position without loss of seniority but he will immediately stop receiving salary and benefits, which go with the higher position.

2.12 TRANSFERS

- 2.12.1 In the context of these regulations transfer means movement of staff from one place of work or post to another and may be done at any time as may be deemed necessary due to exigencies of service

- 2.12.2 The Organisation reserves the right to transfer an employee from one position to another depending on its current needs.
- 2.12.3 An employee may be relocated from one duty station (geographical location) to another in order to meet operational requirements.
- 2.12.4 In the event of relocation, the Organisation will meet the cost of travel (fare and luggage) of the employee and immediate family members plus a subsistence allowance of 7 days to enable the employee find suitable accommodation.

2.13 ACTING APPOINTMENT

- 2.13.1 Appointment to act in the post will be made by the Chief Executive Officer upon proposal of the name by the Senior Manager/Manager or Program Coordinator.
- 2.13.2 No Employee shall be appointed to act in any post for a period exceeding six (6) months, of a vacant post.
- 2.13.3 **Selection of Officer for Acting Appointment**

An officer may not be selected for an acting appointment unless it is intended that he/she should perform his/her full duties and assume all the additional responsibilities of the office in which he/she is properly qualified to do so. Due to the urgency of duties all Senior Managers and Coordinators should make sure that they have competent and reliable employees who can be able to act in their absence. This calls for proper guidance of staff working immediately below such Head of Department.

3 REMUNERATION AND WAGES

3.1 SALARIES

- 3.1.1 REDESO shall endeavour to have fair competitive and attractive compensation scheme so as to be able to recruit and retain qualified professional staff.
- 3.1.2 Salaries are differentiated among staff based on the following appropriately weighted points:
- (i) Scope of responsibility and authority connected to the job position,
 - (ii) Level of education and training needed for the job,
 - (iii) Shortage/availability of certain skills required for certain jobs, and
 - (iv) Market rates specific jobs aimed at attracting best possible staff.
- 3.1.3 The salary scales of employees shall be as contained in the scheme of service as amended from time to time.
- 3.1.4 Salaries shall be fixed on an annual basis and shall be paid in equal monthly instalments, each instalment becoming payable by the end of the month in which it is due.
- 3.1.5 Salaries shall be paid on monthly basis through employee's bank *account*.
- 3.1.6 Salaries and any allowances shall be subject to taxation according to applicable Tanzanian laws and regulations and each party shall bear his portion of the tax liability according to law.
- 3.1.7 On or before payday, the employee shall be issued with a pay slip showing pay details, including all payments applicable deductions and statutory contributions.
- 3.1.8 Salaries will be reviewed from time to time based on performance management system evaluations, availability of funds and economic conditions of the country.

3.2 SALARY ADVANCES

- 3.2.1 Interest free salary advances may be made only in the most exceptional and unforeseen emergency circumstances, which shall be stated, in writing by the employee. Advances made shall be limited to one month's net salary.
- 3.2.2 The Organisation may make advances to employees only for the purposes of facilitating travel or purchase of goods and services in the course of business operations.

3.3 SALARY REVIEW

- 3.3.1 Salary review date shall be during budget submission and REDESO will provide a figure in the current year's budget, which will go towards salary increments for the staff.
- 3.3.2 Senior Management Team shall determine the salary increments taking into account the recommendations of the different immediate supervisor as well as the performance management system results.

3.4 BASIS FOR ASSESSING AN EMPLOYEE FOR INCREMENTS

- 3.4.1 Increment will be awarded or withheld on the basis of the performance management system of the organization as well as the financial performance of the organization, which means that annual salary increment is not automatic.

3.5 SALARY WHILE ON TRAINING

- 3.5.1 While an employee pursues his/her studies in an approved training programme in a specified period of time, he/she shall be treated as being on leave of absence for the period required completing his/her studies. During his/her studies he/she will be paid such salary and/or allowances as are applicable in accordance with REDESO remuneration package.

3.6 COMPENSATION FOR DEATH OR INJURY AT WORK PLACE

- 3.6.1 REDESO shall register all employees to Worker's Compensation Fund and contribute to the Fund.
- 3.6.2 Worker's Compensation Fund shall pay/compensate employee on death or injury at work in accordance with the respective legislation in force.

3.7 STAFF PENSION

- 3.7.1 All staff joining REDESO shall join NSSF as approved pension scheme.
- 3.7.2 REDESO shall contribute 10% of gross salary and Employee shall contribute 10% of gross salary toward pension scheme.

4 STAFF TRAINING AND DEVELOPMENT

4.1 TRAINING OBJECTIVES

- 4.1.1 The Organisation *gives* great importance to training of its employees. The objective is to have sustainable training opportunities in order to address present and future skills; knowledge and attributes of its employees to ensure the Organisation's business strategies are fulfilled.
- 4.1.2 The objectives of the training offered to REDESO staff will broadly focus on the following: -
- a) Meet present and future human resources needs with regard to trained and skilled staff;
 - b) To provide skills and knowledge which are necessary to increase REDESO's productivity and efficiency;
 - c) To provide personal advancement or employee's chances of development in his/her career;
 - d) To enable employee's to face future challenges with confidence and creativity;
 - e) To enable REDESO be self sufficient in terms of professional staff;
 - f) To expose staff to sound work/professional practice; and
 - g) To increase job satisfaction.
- 4.1.3 The Organisation will do all it can to encourage and assist employees to: -
- a) Become as knowledgeable, proficient and professional as possible in the positions they hold;
 - b) Achieve the advancement in the Organisation for which they have equipped themselves through the exercise of their abilities in the task assigned to them and through the advancement of their skills.
- 4.1.4 The Organisation shall endeavour to hire persons who are qualified for the positions they are offered. The Organisation shall ensure that providing frequent on the job and other forms of training advances the career and professional development of employees.
- 4.1.5 Organisation shall also encourage employees to participate in job-related self-improvement and professional development courses.
- 4.1.6 The Organisation, in some cases with prior approval of Chief Executive Officer, may finance special job-related study programs, after hours or on release time, normally on a cost-shared basis to be mutually agreed between the Organisation and the employee concerned.
- 4.1.7 All employees and their Supervisors shall specify individual training needs as part of the performance review exercise and as part of the planning process.

4.2 TRAINING GUIDELINE

- 4.2.1 Every employee will be given an opportunity for training that is appropriate for the performance of his/her job.
- 4.2.2 Training must be linked to the type of the work the employee is engaged to do, need for training at the particular period in time, suitability of the participant and the budget,
- 4.2.3 Training should be considered as a continuous process

4.3 TRAINING REPORTS

- 4.3.1 Upon completion of any training each employee shall be required to submit a final report on his/her training detailing skills and knowledge including benefit gained.

5 PERFORMANCE MANAGEMENT

5.1 PERFORMANCE APPRAISALS OR REVIEW

- 5.1.1 The Management shall set the Performance Appraisal System to determine appropriate standards of performance for all employees, which shall prescribe the minimum requirements to be achieved in each category.
- 5.1.2 An employee's performance shall be formally evaluated at least twice in the year of employment contract.
- 5.1.3 Supervisors on continual basis shall advise employees on their job performance.
- 5.1.4 Salary increases and promotions are directly contingent upon the performance appraisal results.
- 5.1.5 Performance appraisals will be conducted by the employee and his/her immediate Supervisor and must be approved by the Management.
- 5.1.6 All appraisals must be completed on the basis of the existing performance plans and must be submitted to the Management by the end of the week in which they are due.
- 5.1.7 It is the responsibility of the Supervisor to go over the evaluation with the employee and have the employee sign and date it.
- 5.1.8 Either the Supervisor or the employee may request initiation of an evaluation at mid-year or annual performance review.

6 MEDICAL BENEFITS

6.1 EMPLOYEE MEDICAL BENEFITS

- 6.1.1 All employees shall be entitled to contributory medical scheme approved by the Governing Board such as National Health Insurance Fund (NHIF) or any other Insurance Medical Scheme of Employee's choice, **at no additional cost** to the Employer.
- 6.1.2 Employee shall contribute based on Medical Insurance Scheme policy approved by the Governing Board.
- 6.1.3 The wives/husbands and children of employees shall also be covered according to the approved Medical Insurance Scheme.

6.2 MEDICAL EXAMINATION

- 6.2.1 All employees need to be medically fit for work. All employees will be required to undergo a pre-employment medical examination prior to their engagement.
- 6.2.2 Medical examination will be carried out at Organisation appointed hospital(s) and the employer will meet the cost of such examination. Medical fitness will determine the employment of the employee.

6.3 REIMBURSEMENT OF MEDICAL EXPENSES

- 6.3.1 The approved Medical Insurance provider shall reimburse any expenses incurred by an employee to buy medicine or other hospital supplies prescribed by the accredited Doctor where the same are not available at the dispensary or hospital

7 LEAVE AND HOLIDAYS

7.1 ANNUAL LEAVE

7.1.1 It is the policy of the Organisation to grant paid annual leave to employees. The Organisation believes that taking leave contributes to the well-being and health of its employees.

7.1.2 All employees of the Organisation shall be entitled to annual leave **28 days** inclusive of public and weekend days with full pay in accordance with the following provisions:

- a) Leave shall be deemed to accrue starting on the date of appointment and annual leave shall accrue at the rate of (2.3) days in respect of every month of service, and shall include rest-days and authorized public holidays.
- b) Each Department/Branch must maintain an annual leave roster. It is the responsibility of the employees to apply for their leave at least two weeks before going on leave by using the application form detailed for these regulations.
- c) The Management may recall an employee from leave if there is need for such recall. Where an employee's leave is ended prematurely by reason of such recall the Chief Executive Officer shall approve the balance of his leave to be deferred, or in their discretion approve a cash payment in lieu of deferral.
- d) Leave shall be taken only upon written authorization such authorization to be applied for through the Supervisor and copied to the Head of Department. All such applications for leave shall be submitted at least two months before the day the leave is intended to commence.
- e) Every employee should take leave every year. Under no circumstances will accumulation of leave be allowed. Written approval must be obtained for record purposes.
- f) Before departing for leave, the employee shall ensure a proper handing-over of all working tools and documents/materials, and submit a report to the Supervisor regarding the status of pending assignments. The employee should complete all assignments that can be completed and ensure those that cannot be completed are fully explained to enable other employees to complete them.
- g) An employee who fails to resume duty *of his/her leave without written request and approval from the Supervisor* shall be deemed absent from duty without permission.

7.2 EMERGENCY LEAVE

7.2.1 An employee may be allowed to take emergency leave not more than 7 days, which shall be deducted from his/her annual leave after presenting evidence that he/she has genuine problems to attend

7.3 EMPLOYMENT WHILE ON LEAVE

7.3.1 No Employee shall take up paid employment whilst on leave without the prior permission of the Chief Executive Officer. Such permission, however, shall only be

granted in most exceptional circumstances to employees who are on final leave pending retirement/termination of employment.

7.4 SICK LEAVE

- 7.4.1 An employee may be granted sick leave, on recommendation by an approved Medical Officer. All employees on permanent terms of service shall receive full pay up to 63 days and half pay for the subsequent 63 days in any one sick period. After the expiry of these periods when the need arise the Employee may be retired on medical grounds on recommendations by a Medical Board.
- 7.4.2 An employee who is absent from duty due to illness shall only be entitled to paid sick leave if that employee has complied with all procedures required under these conditions.

7.5 COMPASSIONATE LEAVE

- 7.5.1 An Employee shall be granted five (5) days compassionate leave to attend funeral of family members and parents i.e. Employee's husband wife, child, father or mother, close relatives (but not more than four) such leave shall be approved by Chief Executive Officer/Immediate Supervisor.
- 7.5.2 Compassionate leave will be separate from the normal leave.

7.6 MATERNITY LEAVE

- 7.6.1 A female employee shall, upon producing a Medical Officer's certificate certifying that she is expecting to deliver a child, be entitled up eighty-four days of paid maternity leave, which may be taken all at once in every three years.
- 7.6.2 Female employees on contractual terms of service shall be granted up to 84 or 100 days (in case of birth to more than one) paid maternity leave once in every three years with pay subject to such other terms and conditions of the applicable labour laws.
- 7.6.3 The period of three years shall be reckoned from the last day of her previous maternity leave.
- 7.6.4 An Employee shall in relation to any pregnancy be deemed to have taken the whole of her maternity leave to which she is entitled under these Regulations if she does, in relation to pregnancy, take the whole eighty four days (84) days or any part of the pre-natal or post –natal maternity leave.
- 7.6.5 Maternity leave with full pay may be granted to a female Employee within three (3) years cycle where the first pregnancy has aborted or where a child dies within a year of its birth.
- 7.6.6 A female employee who proceeds on maternity leave will not forfeit annual leave days due prior thereto.
- 7.6.7 A female employee shall not be entitled to any maternity leave with pay at any time within three years immediately preceding the date on which the previous application of maternity leave was taken. Where an employee fails to qualify for paid maternity leave, the Organisation, may at its discretion permit the employee to take unpaid maternity leave and annual leave entitlement a combination of which shall not exceed 84 days.

7.6.8 No paid maternity leave shall be availed to a newly employed staff with less than eight months with the Organisation.

7.6.9 A female employee shall, within a period not exceeding six months after maternity leave, be allowed to leave office up to two hours before the end of the office hours every day to breastfeed her child. This leave shall only be granted to a female employee who has a breastfeeding child.

7.7 PATERNITY LEAVE

7.7.1 The male Employee shall be allowed at least five (5) days leave to assist his wife after delivery. These days shall not be deducted from annual leave entitlement. The leave shall be taken within seven (7) days from the birth of the child.

7.8 PUBLIC HOLIDAYS

7.8.1 REDESO shall observe Gazetted Public Holidays as announced by the Government. Employees shall therefore be entitled to all gazetted public holidays with full pay except in case of mutual agreement where an employee may be required to work on such a day.

7.9 WORKING OUTSIDE REDESO

7.9.1 No staff may render professional assistance or accept any work without a written permission of the appointing authority. All outside employment must be brought to the attention of the authority.

7.9.2 Generally, there will be no objection for a member of staff holding honorary post as office bearers to (or) religious bodies, charitable institutions, etc. as long as those activities do not cause interference in the work of the organization.

7.9.3 Employees will be required to devote their time fully to the service of the organization.

8 ALLOWANCES

8.1 ALLOWANCES POLICY

8.1.1 It is the policy of the Organisation to pay allowances to employees to enable them discharge their duties effectively

8.1.2 Employees are entitled when appropriate, to receive the following allowances:-

- a) Subsistence (Travelling) allowance
- b) Transfer Allowance
- c) Mobile phones and Airtime allowance
- d) Housing Allowance
- e) Transit Allowance
- f) Overtime Allowance

8.1.3 Subsistence (Travelling) Allowance - Local

An employee travelling on duty in Tanzania shall be entitled to Daily Subsistence Allowance (DSA) at the rate to be determined by the Governing Board from time to time to cover for the cost of boarding and lodging. It shall not be applicable where an overnight stay is not involved.

8.1.4 Transfer Allowance

The purpose of this allowance is to help the employee's upkeep at the new workstation before he/she gets permanent accommodation.

- a) Seven (7) days subsistence allowance at the rate to be determined by the Board from time to time shall be paid to staff on transfer.
- b) When an employee who is in transfer or first appointment and is forced to spend a night/nights on the way, because of circumstances beyond his/her control. He/she may be paid full per diem rate for himself/herself and spouse and half per diem rate for dependent children based on the respective group of towns.

8.1.5 House Allowance

Housing allowance shall be built into the salary for all employees.

8.1.6 Mobile phones and Airtime Allowances

Senior Management Team/Program Coordinators shall be provided with mobile phone handset and airtime assistance at the rates to be determined by Management from time to time. Mobile phone charges in excess of authorized limits shall be borne by respective officers

8.1.7 Transit Allowance

Transit allowance shall be paid to staff staying overnight on a train or a bus or a plane when travelling on duty. It will be paid as night allowance for the night spends on transit.

8.1.8 Claim of Allowances

Claims of allowance shall be made on the appropriate form provided under financial regulations manual. Such forms shall be completed and signed by an employee concerned and later countersigned by the immediate supervisor for endorsement and subsequent approval by relevant authority.

8.1.9 Privileges of Officers on Acting Appointments

An officer who has been appointed on acting capacity shall enjoy all privileges attached to the post in which he/she is acting, such as leave travel, entertainment.

8.2 OVERTIME ALLOWANCES

8.2.1 Working After Office Hours

- (i) Due to the exigencies of service, management may require an employee to work after the office hours including rest day and Public Holiday
- (ii) Given the nature of work of certain categories of staff, i.e. drivers, messengers, watchmen, etc. hours of work might become irregular hence working after office hours might become necessary.

8.2.2 Payment of Overtime

All employees below Officer level shall be entitled to overtime allowance, who worked beyond normal working hours in new assignment/tasks approved or on Sunday or Public Holidays.

The following conditions govern the payment of overtime.

- (i) The supervisor will always plan their work and ensure that all employees plan their work and finish it within the normal working hours.
- (ii) All overtime work must be approved before commencement by an appropriate authority and no overtime should be approved retrospectively
- (iii) As far as possible overtime may be compensated for by allowing an employee time off equal to the number of hours worked overtime or the time may be built into monthly pay. Cash payment for overtime shall be limited to maximum of 15 overtime hours per week per person.
- (iv) Payment for all overtime must be made through the salary system and should take into account the tax element and must be paid through the payroll.

8.2.3 Supervision Employees Working Overtime

A senior employee who is not entitled to any overtime pay must always supervise employees who are required to work overtime. The supervisor or appointed in charge will be the last person to leave the office premises.

9 OCCUPATIONAL HEALTH AND SAFETY

9.1 HEALTH AND SAFETY

- 9.1.1 The Organisation values health and safety of its employees. Therefore, all employees are expected to comply with the Organisation health and safety policies and procedures, including to work in a safe manner and to report any safety concerns to their superiors for their protection and well - being.
- 9.1.2 REDESO shall comply with all OSHA rules and regulations governing occupational health and safety

9.2 EMPLOYEE'S HEALTH

- 9.2.1 A medical check-up examination will be mandatory for all new employees immediately *after* being appointed.
- 9.2.2 *Working Conditions*
- a) REDESO shall as much as possible establish and develop working conditions, which ensure that the safety and health of staff are safeguarded.
 - b) The aim is to safeguard the life, health, physical integrity, aptitude, professional skills and human dignity of employees.
 - (i) Machinery and equipment used in all workplaces shall be securely guarded according to the relevant legislation:
 - (ii) Safe use of any chemicals, which may be applied, shall be done according to the relevant legislation,
 - (iii) Observance of hygienic conditions in all work place shall be applied according to the appropriate legislation, and
 - (iv) Environmental aspects shall always be taken into consideration with regard to the working conditions.

9.3 ACCIDENT PREVENTION AND SAFETY EQUIPMENT AND CLOTHING

- 9.3.1 Relevant safety rules and equipment will be availed to staff throughout the organisation premises for the protection of all employees. Supervisors are responsible for training staff on the use of the equipment and to enforce safety rules by warning employees who disregard Safety rules.
- 9.3.2 For operations that require employees to wear protective gears or the supervisors shall be responsible for ensuring that employees follow proper safety precautions and wear such clothing as required.

9.4 DRUGS AND ALCOHOL

- 9.4.1 The Organisation is committed to maintaining a drugs and alcohol free workplace.
- 9.4.2 The use, possession and distribution of illegal drugs or being under the influence of illegal drugs or alcohol during working hours is strictly prohibited.
- 9.4.3 Employees may at any time during working hours be required to be alcohol tested. Refusal to be tested will constitute an offence under these Staff Regulations.

9.5 SMOKING

- 9.5.1 The Organisation has a duty to protect its employees by providing a healthy and safe working environment. Employees shall therefore not smoke in any office premises owned or rented by the Organisation or in any vehicle owned or hired by the Organisation.

9.6 INFECTIOUS AND LIFE THREATENING ILLNESS

- 9.6.1 The Organisation will respond to employees with infectious and life threatening illness with support, compassion and understanding by giving the same consideration as an employee with any other illness.
- 9.6.2 An employee who has a life threatening illness will continue working as long as he can perform the essential functions of his job and possess no health risk to others.
- 9.6.3 An employee who has infectious illness like meningitis, tuberculosis, conjunctivitis, cholera etc. Shall only be allowed to return to work when a doctor certifies that he can return to work.
- 9.6.4 The Organisation shall deal humanely and appropriately with employees who have life threatening diseases by establishing a supportive workplace environment. REDES0 will support treatment of life threatening diseases to its employees.

9.7 HIV/AIDS

- 9.7.1 The Organisation will endeavour to provide employees with updated information on HIV/AIDS to protect the staff and their families from HIV/AIDS infection and encourage openness about HIV/AIDS partly through sensitisation of staff at all levels.
- 9.7.2 HIV/AIDS awareness programmes shall be integrated into the induction programmes and other training programmes conducted by the REDES0.

10 TERMINATION OF EMPLOYMENT

10.1 GENERAL

10.1.1 Subject to the labour laws (Employment Labour Relations Act 2004) of the country, termination may occur due to the following reasons: -

10.2 TERMINATION DUE TO MISCONDUCT/DISCIPLINARY GROUNDS

10.2.1 Generally subject to the provisions of any written law for the time being in force, an Employee may be terminated from the service of the Organisation if he/she neglects, or refuses, or from any cause or fails to comply with any lawful order or if he/she unlawfully discloses any information regarding the affairs of the Organisation to any unauthorized persons, or in any manner misconduct him/herself

10.2.2 Further, where an Employee breaches the provisions of the Organisation's Offences and Penalties Code, he/she shall be liable to a disciplinary action.

10.3 TERMINATION DUE TO POOR WORK PERFORMANCE

10.3.1 The service of an Employee on contract terms may be terminated by the Organisation for poor performance by giving him/her a minimum of one (1) month or three (3) month's notice in writing or by paying him/her one month's salary in lieu of such notice.

10.3.2 Similarly, an Employee on contract terms may terminate his/her employment by giving a minimum of one (1) month or three (3) month's notice in writing of his/her intention to resign from the services of the Organisation or by paying one month's salary in lieu of such notice.

10.4 10.4. TERMINATION DUE TO INCAPACITY/INCAPABILITY

10.4.1 An Employee's incapacity may be due to ill health, injury or generally poor work performance.

10.4.2 When determining the fairness of termination for poor work performance, the performance standard must not only be reasonable but must be known to all employees.

10.5 TERMINATION DUE TO RESTRUCTURING/OPERATIONAL REQUIREMENTS/REDUNDANCY

10.5.1 Where it is deemed necessary that the Organisation must re-organize and restructure its activities to enhance efficiency and lack of fund from our partner/donor, or some of the refugees return to their countries, the Organisation may terminate services of the redundant employees.

10.6 REDUNDANCY PROCEDURE POLICY

10.6.1 When in the opinion of the Organisation it becomes necessary to reduce manning levels as a result of economic, financial, technological and/or operational requirements which may affect the jobs of employees, the Organisation will consult the Workers Union (staff representative) on such impending redundancies as required by Employment and Labour Relations Act, 2004.

10.6.2 The Organisation shall give the Union (staff representative) at least two (2) months' notice of: -

- a) The reason for the proposed redundancies;
- b) The number of workers likely to be affected by the proposed redundancies;
- c) The proposed date on which the contemplated redundancy exercise is scheduled to take place; and
- d) The proposed dates for consultations between the Organisation and the union.

10.6.3 The purpose of the consultation shall be to.

- a) Discuss the reasons for, and provide information regarding the proposed redundancies;
- b) Consider the redundancy package and recall rights; and
- c) Determine the criteria for the selection of employees to be affected by the exercise. These shall include, but not limited to voluntary applications, employee's skills, work experience, performance, attendance and years of service.

10.6.4 The contravention of the disciplinary code where an employee has served the full penalties shall not be included as a factor in determining whether he/she will be declared redundant or not.

10.7 TERMINATION DUE TO DEATH

10.7.1 Employment of an Employee shall cease upon his/her death.

10.7.2 The organization shall pay respect and honour to its deceased employees as a moral and social obligation. On information that an employee has passed away, the organization shall do at least the following:

- (i) Express condolences to the family of the deceased;
- (ii) Amount to be paid as minimum to cover for funeral costs and meet the cost of transportation of the deceased staff to the place of burial determined by the relatives, but acceptable by the organization, shall be set by the Board;
- (iii) Inform the family of any benefits that they are entitled to from the organization; and
- (iv) Send a representative at the funeral from the closest branch/Centre.

10.8 TERMINATION DUE TO RETIREMENT

10.8.1 **Compulsory Retirement.** An employee appointed on permanent and pensionable terms shall retire from the services of the REDESO upon reaching statutory retirement age of 60 years old. The Organisation shall remind an employee of his/her date of retirement within a period of six months prior to his/her compulsory retirement.

10.8.2 **Determination of Age:** Where only the year (and not the actual date) of birth of an employee has been recorded, his age shall be determined by deeming his date of birth to be the first day of January of the year. Or where only the month and year of birth have been recorded, the date of birth shall be deemed to be the fifteenth day of that month.

10.8.3 Where the REDES0 Appointing Authority is of the opinion that an employee is incapable of satisfactorily discharging the functions of his office due to ill health, or if the employee so request, the Corporation shall call upon such an employee to present himself before an Approved Medical Board with a view to ascertaining whether or not such an employee is incapable as aforesaid.

10.8.4 After the Medical Board has examined the employee the report of the examination with recommendations shall be forwarded to the Appointing Authority for a decision.

10.8.5 A period of one-month notice will be given to an employee who is required to retire on medical grounds.

10.9 RESIGNATION

10.9.1 A confirmed employee may resign by giving notice of not less than one month of his intention to do so. Alternatively, he may issue a twenty-four (24) hours notice and pay to the Organisation a one-month basic salary.

10.9.2 The Organisation shall not give notice to any employee who is on leave and, conversely, an employee shall not give notice to run concurrently with leave. All outstanding leave due to an employee will be cleared by a cash settlement.

10.10 TERMINATION DURING PROBATION

10.10.1 The services of an Employee on probation who fails to perform his/her duties satisfactorily may be terminated by the Organisation by giving him/her a seven (7) days notice in writing or by paying him/her one (1) month's salary in lieu of such notice.

10.10.2 An Employee on probation may terminate his/her employment in a similar manner.

10.11 RETENTION OF EMPLOYEES RECORDS

10.11.1 Personal records of an employee whose service has terminated shall be classified as "Document" and shall be kept for a period of not less than 5 years by the organization for the purpose of references.

10.12 CERTIFICATE OF SERVICE

10.12.1 A certificate of service shall be issued to employees leaving the service of the organization. The appointing authority on behalf of the Chief Executive Officer shall sign the certificate in person at the employee's station of deletion. One copy of the certificate will be delivered to the employee and the other shall be retained in the employee's file.

10.13 TERMINAL BENEFITS ON TERMINATION

- a) Any remuneration for work done before the termination,
- b) Any annual leave pay due to an employee under section 31 of employment and labour relations Act-2004 for leaves that the employee has not taken,
- c) Any annual leave pay accrued during any incomplete leave cycle determined in accordance with sec 31 (1),
- d) Any notice pay due, under sec 41 (5),
- e) Any severance pay due under sec 42, and

- f) Any transport allowance due under section 43.

10.14 EXIT INTERVIEW

- 10.14.1 The Organisation will whenever possible conduct exits interviews for employees leaving employment on their own accord as a way of obtaining valuable information from them on reasons for their leaving. A record of the exit meeting will be kept in the confidential file of the leaving employee and any useful findings will be immediately brought to the attention of the relevant party for action.
- 10.14.2 The Immediate Supervise of employee leaving the Organisation shall be responsible for conducting exit interview for employee leaving.

11 TRANSPORT AND TRAVELLING BENEFITS

11.1 ENTITLEMENT TO FREE TRANSPORT

11.1.1 REDESO will provide transport to staff subject to the provision of this section and of any other relevant sections in the following circumstances.

- a) On first appointment to place of recruitment in accordance with Section 43 sub-section (2) of Employment & Labour Relations Act 2004,
- b) When travelling on duty,
- c) On transfer to new station,
- d) On termination of appointment up to the place of recruitment,
- e) When travelling to obtain necessary specialist medical treatment,
- f) On retirement, and
- g) On death of the employee employer will provide transport for the employee's body to place of burial.

11.2 PROCEDURES FOR PROVIDING TRANSPORT BENEFITS

11.2.1 Transport on First Appointment

REDESO will meet the reasonable costs of transportation of staff only and personal effects on first appointment, upon approval by the appropriate appointing authority. Only the most economical mode travel will be financed by the organisation.

11.2.2 Transport when Travelling on Duty

The organization will meet all reasonable costs of travel to an employee travelling on duty and outside his/her duty station. Such costs will include necessary fare for appropriate economical mode of travel, which will be most economical to the organization and daily subsistence allowance. Travelling on duty will include attending courses, conferences, and seminars, study tours, workshops and meetings.

11.2.3 Transport on Transfer to a New Duty Station

Transfer benefit to be met by REDESO for an employee transferred from one duty station to another will be the same as those paid to employees on first appointment.

11.2.4 Transport on termination of employment

- a) In accordance to section 43 of Employment and Labour Relations Act 2004, REDESO will provide transport for a terminated employee, spouse and dependent children below the age of eighteen together with personal household effects at the allowed tonnage, to the place of recruitment.
- b) Leave travel assistance will be provided for travel to the employee's place of recruitment and will not cover accommodation, meals, fuel for his/her personal transport, and the hiring of vehicles/taxis during the leave period.

11.2.5 Transport related to retirement

REDESO will be responsible for payment of transport costs for an employee who retires from the services of organization. Such costs will include travel fare for staff; spouse and dependent

children below than age 18 at government approved travel rates for public transportation and costs for transporting personal effects at the allowed tonnage in accordance with the grade of the category of the employee.

11.2.6 Transport on Death of employee's spouse and/or child.

In the event of death of an employee's spouse, or bona fide children, an employer will contribute towards transport of the body to the place/location of burial determined by the immediate relative.

11.2.7 Transport when Travelling for Treatment

REDES shall pay for transport fare for an employee travelling for treatment in referral hospital as recommended by Medical Doctor.

11.2.8 Transportation of Personal Effects

Employees on first appointment who are posted to stations away from the place of their recruitment or on transfer or on retirement, shall be entitled to receive transport assistance towards the carriage of their personal effects as follows: -

- a) REDES may give transport assistance in respect to luggage and other personal effects beyond that provided free on the passenger ticket.
- b) Personal effects will include clothing, furniture and other household effects; the total weight of personal effects will be subject to organization regulations.

12 DISCIPLINARY MEASURES AND PROCEDURES

12.1 INTRODUCTION

12.1.1 The procedure has been very carefully instituted to make sure that no prejudice pre-conceived concept or biases are allowed to influence disciplinary proceedings. Complete impartiality shall be applied to maintain fairness and preservation of continued good disciplinary standards. In every respect the interest of the organization shall be considered and need for protection and consequent disciplinary action shall be taken in any disciplinary breach, which may or not have been subject to warnings.

12.2 DISCIPLINARY ACTION

12.2.1 An employee will not be terminated except for breach of disciplinary Code, these Conditions and other laws governing the contract of employment.

12.2.2 In addition to the disciplinary procedures as laid down under the Employment and Labour Relations ACT 2004, The Organisation shall follow procedures stipulated in these conditions when initiating disciplinary action against an employee.

12.2.3 Whenever an employee is in breach of Rules of Regulations of the Organisation, the Supervisor shall whenever possible, take such measures to counsel the employee responsible and assist him in reforming and in resolving the problem. If there is no sufficient improvement, the employee is subject to disciplinary action according to the gravity of the offence committed.

12.2.4 Where such efforts do not result in a positive change of behaviour, and the breach or breaches committed are of a serious nature, the Supervisor, at his absolute discretion and under the guidance of the Management, shall initiate disciplinary proceedings against the employee. Provided that the Management shall Endeavour to act fairly and in a consistent manner and comply with Code of Good Practice of the ELRA 2004

12.2.5 The Organisation shall not make any severance payment to an employee who leaves the Organisation either voluntarily or involuntarily.

12.3 PROCEDURES FOR DISCIPLINARY ACTION

12.3.1 The Organisation may take any of the following disciplinary action, depending upon the seriousness of the offence or situation

- a) Verbal warning
- b) Written warning
- c) Severe warning
- d) Termination

12.3.2 Verbal Warning

- (i) A verbal warning is an informal warning, of which no formal record is kept.
- (ii) Preceding a verbal warning is a sincere attempt by the manager to understand the reasons behind the employee's conduct or poor performance and counselling by the manager as to the required standard of conduct and/or performance

12.3.3 Written Warning

- (i) A written warning may be given when a verbal warning has failed or where a verbal warning is considered inadequate because of the seriousness of the offence.
- (ii) A written warning will remain valid for six (6) months from the date of issue.

12.3.4 Severe Warning

- (i) A final severe warning may be given either where a written warning is considered inadequate because of the seriousness of the offence, or where the offence is committed within six (6) months of receiving a prior written warning.
- (ii) A Severe warning will remain valid for six (6) months from the date of issue.

12.3.5 Termination

- (i) In cases where termination is appropriate, demotion may, in exceptional circumstances, be considered as an alternative sanction.
- (ii) The termination is the last disciplinary action taken against employee where separation is necessary and no more corrective measure to be taken based on serious offence committed.

12.4 DISCIPLINARY BREACHES AND PUNISHMENT

12.4.1 Relevant disciplinary breaches that may constitute disciplinary action are as mentioned in provisions below under this section of these regulations and those in the employment and labour relation Act 2004 and any other enabling labour laws.

The following are some of the breaches and the punishments intended to be instituted for each offence: -

Misconduct

Employees, who breach any staff rules under these regulations, which constitute misconduct, shall be served with a written warning after each breach.

Gross Misconduct

Employees who breach any general staff rules under these regulations, which constitute gross misconduct, shall be terminated. Offences amounting to gross misconduct include:

a) Neglect of duty: -

- (i) When an employee during working hours impairs efficiency in performance of his/her work, and fails to carry out his/her work reasonably because of the use of alcoholic or drugs, he/she shall be guilty of gross misconduct, and
- (ii) An employee, who fails to obey any proper instruction given by his/her immediate supervisor, shall be guilty of gross misconduct. Proper instructions shall include written orders and these regulations.

b) Loss or injury: -

- (i) Any employee who, as a result of his/her negligence, causes any loss whatsoever to the organization or injury to any employee of the organization shall be charged of gross misconduct,

- (ii) It is the duty of every staff to protect the interest of organization and have a feeling of responsibility to the assets and property, and
- (iii) Theft shall be handled with strict firmness and where necessary reported to the relevant state organs for handling.
 - Abuse or insulting language. Any employee, who uses abusive or insulting language, shall be guilty of gross misconduct.
 - Sexual abuse. Any employee who sexually abuses, exploits or harasses another commits gross misconduct.

12.4.2 Punishments

The following punishments may be imposed upon employee as a result of proceedings under this part of the regulations.

- a) Termination of service with forfeiture of all terminal benefits and other privileges in accordance with the provision of any written law that is in force.
- b) Demotion in rank, that is, removal to a lower grade with immediate reduction in salary.
- c) Fine for any loss caused to the organization through a wilful act, omission, or negligence in his/her duties.

12.4.3 Suspension

- a) When an employee is alleged to have committed a disciplinary offence and the act or omission that constitutes a criminal offence under any written law, the disciplinary authority shall suspend such an employee from exercising the powers and functions of his/her office until after the conclusion of the criminal proceedings.
- b) When an employee is suspended in accordance with this regulation the employee shall, with effect from the date of suspension, be entitled to receive full salary.
- c) When an employee suspension is followed by termination shall follow the ELRA 2004 and its regulations of 2007.

12.4.4 Disciplinary Authority

The appointing authority shall be disciplinary authority in respect of employees under their respective jurisdictions.

12.5 APPEALS AND GRIEVANCE PROCEDURE

12.5.1 Appeals Procedure

An employee who has been subject to disciplinary action shall have the right to appeals.

The machinery of appeals shall be as follows: -

- a) An appeal against any senior employee should be submitted to his/her or her immediate supervisor.
- b) Appeal should follow the procedural mechanism and provision of the constitution, labour and enabling laws.

- c) Where under those regulations any punishment imposed to any employee by the disciplinary authority, such employee may appeal against such decision to appellate authority in accordance with machinery of appeal as set above.
- d) Where an employee desires to appeal under sub section (a) above of this regulation against any decision, he/she shall within ten days of the receipt by him/her of the decision, give note in writing to the appellate authority, of his/her intention to so appeal and shall, within thirty days of such receipt, submit his/her petition of appeal to such authority.

12.5.2 Machinery of Appeal

- a) Where an employee desires to appeal under sub section (a) above of this regulation against any decision, he/she shall within 14 days of the receipt by him/her of the decision, give note in writing to the appellate authority, of his/her intention to so appeal and shall, within thirty days of such receipt, submit his/her petition of appeal to such authority.
- b) An appellate authority shall, on receipt of notes of petition under sub section (b) above serve a copy of such notes or petition upon the person or authority against whose decision the appeal is brought.
- c) On an appeal under this regulation the appellate authority may, in its absolute discretion, allow both the appellant and the deciding authority whose decision is being appealed against, or either of them any opportunity to be heard in support or as the case may be, against the appeal.
- d) In every disciplinary proceeding and every appeal under these regulations, the accused shall be entitled to a copy of the findings made by the disciplinary.

12.6 GRIEVANCES PROCEDURE

- a) An employee who is discontented shall discuss his/her grievances with his/her immediate Supervisor within 30 days of the event, giving rise to the grievance. The Supervisor shall endeavour to resolve the matter.
- b) If the immediate Supervisor fails to resolve the matter to the satisfaction of the aggrieved employee, the aggrieved employee may appeal to the next level of command within thirty days of being notified the decision of the immediate Supervisor.
- c) If the employee remains aggrieved after the matter has been decided on, he/she may appeal to Head of Department/Branch within thirty days of being advised of the decision.
- d) Any grievance remaining at this stage will be referred to the Head of Human Resources within one month after the decision and in the event that the employee is further not satisfied he can appeal to the Chief Executive Officer. The Chief Executive Officer decision will be final.
- e) Heads of Department/Branch may refer their grievances to the Chief Executive Officer and finally to the Board within one month.
- f) In all cases of handling grievance the official or body considering the grievance shall:
 - (i) Arrange for a hearing of the grievance as soon as is practicable;
 - (ii) Enquire into the grievance and the surrounding circumstances;
 - (iii) Offer counselling where necessary with a view to arriving at an amicable solution;

(iv) Use the best endeavours to speedily resolve the matter; and

(v) Give a decision as to how the grievance is to be resolved.

Specifically he may:

- Direct that any actions giving rise to the grievance should cease;
- Reject the employee's representations if they are not justified; or
- Suggest some appropriate compromise to resolve the matter.

13 MISCELLANEOUS

13.1 ABSENCE FROM WORK

13.1.1 Absenteeism causes unnecessary long working hours, increases workload, disrupts work schedules, causes breakdown in productivity and demoralize other employees. Disciplinary actions, which may lead to termination of an Employee, shall be taken against an Employee who is absent from work without permission or without acceptable reason for a minimum of five (5) working days.

13.1.2 Notice of Absence

When the need for being absent from work is known in advance an employee must request and obtain approval in advance from the immediate supervisor.

13.1.3 Absence from Duty due to Illness

No employee shall absent himself from duty on grounds of illness without producing to his Head of Department or immediate supervisor a medical certificate signed by an Approved Medical Officer.

13.1.4 Failure to Give Notice of Absence

If an employee fails to give notice of absence, he shall be liable for disciplinary action.

13.2 ATTENDANCE AND PUNCTUALITY

13.2.1 Employees are expected to be at their work places in accordance with the hours of work established by the Organisation. The staff shall sign the attendance register and indicate the time when they report to work.

13.2.2 Office hours

The office hours for REDESO staff shall be:

- Monday to Friday: 8.00 am – 4:30pm

13.2.3 Normal minimum and maximum working hours

Normal minimum and maximum working hours for all staff shall be 45 hours a week, with at least one-hour break in each day and the spirit of voluntarism shall prevail. At times staff may have to work long hours when circumstances require doing so.

13.3 LATE ATTENDANCE AND ATTENDANCE REGISTER

13.3.1 Punctuality is of utmost importance and disciplinary action shall be taken against employees who fail to maintain a good record of punctuality, as this shall constitute misconduct. Hence employees must sign an Attendance Register at their place of work on arrival and departure, recording the exact time of arrival and departure.

13.4 PRESENCE AND PERFORMANCE

13.4.1 Employees shall be required to remain and work continuously at their work places during the prescribed working hours unless permitted otherwise by the Supervisors

13.5 SLEEPING ON DUTY

13.5.1 Sleeping on duty without acceptable reason constitutes misconduct, and an Employee may maybe subject to a disciplinary action by the Employer for such misconduct.

13.6 COMMUNICATION WITH THE PRESS, RADIO AND OUTSIDERS

13.6.1 No Employee shall, except on the specific authority of the Chief Executive Officer, communicate with the press or radio on any matter concerning the Organisation. Authority to communicate such matters as may concern the day to day running of the Organisation is vested with the Chief Executive Officer.

13.6.2 Breach of these Regulations will constitute gross misconduct and render the employee liable to disciplinary action taken against him/her. Written communication with outsiders shall be signed on his behalf: -

- a) **Communication with the Public** – Only the Chief Executive Officer or an Officer authorized by him/her can make Public Statements on behalf of the Organisation.
- b) **Internal Communication** – Any employee who wishes to submit matters for consideration by higher authorities shall submit the same through his immediate supervisor. In forwarding, letters sent through them the supervisors shall give their appropriate comments.

13.7 FAMILY STATUS AND CHANGE

13.7.1 Change of marital status, nationality and birth of children or death of a member of the family shall be reported by the Employee to the authorities concerned. The Appointing Authority may, at its discretion, require the Employee concerned to supply proof thereof.

13.8 DRESS

13.8.1 The dress and appearance of all employees should reflect a professional image. Public perceptions and work practices can be influenced by the appearance of employees. At all times clothing should be appropriate to the duties and generally established standards and employees appearance should be neat, clean and tidy.

13.8.2 The employee of the REDESO shall, for reasons of prestige and dignity, dress smartly.

13.9 LANGUAGE

13.9.1 The working language of the Organisation shall be Kiswahili and English. The Management and Board papers should, as far as possible, be in English and presented as such.

13.10 EMPLOYEES NOT TO ENGAGE IN PRIVATE BUSINESS

13.10.1 No Employee shall, while he/she is employed with the Organisation, take up any full time employment with any person, firm or corporation except with the authority of the Chief Executive Officer

13.10.2 The Code of Conduct shall apply, but these Regulations shall not be considered as in any way restricting an Employee from engaging him/herself during his/her off duty hours in any lawful business.

13.11 PRESENTS AND GIFTS

- 13.11.1 Employees of the Organisation are forbidden from soliciting or/and accepting valuable gifts or presents or money for whatever service they may have rendered in their capacity as employees of the Organisation. Breach of this regulation, if established, shall constitute serious misconduct and render the employee liable to dismissal disciplinary action.
- 13.11.2 Where such valuable presents or money are sent to an Employee, the Employee shall promptly return them to the donors with an explanation that the acceptance of such presents is not allowed under these Regulations.
- 13.11.3 Provided that where the return of the presents shall cause offence and embarrassment, they shall be surrendered to the Organisation.

13.12 CONFIDENTIALITY

- 13.12.1 Except for the purposes of the performance of his functions or when so required or authorized by the Chief Executive Officer or the Board or by any written law, no Employee shall disclose to anyone any information of a confidential nature which he/she acquired in the course of his/her duties.
- 13.12.2 Breach of this regulation shall, where the Disciplinary Authority deems fit, be treated as a gross misconduct.

13.13 BEHAVIOUR AT WORK

- 13.13.1 Disciplinary action which may lead to termination of Employment of an Employee where;
- a) Abusive behaviours, assaults, threatened assaults or any other unacceptable conduct towards other employees, customers, clients or members of the public has been done by an Employee;
 - b) Employee is found to be under the influence of alcohol or drugs whilst at work or consuming alcohol or drugs whilst on duty.
- 13.13.2 Every Employee shall conduct himself in a manner designed to the well being of the organisation. He shall not be expected to indulge himself in hooliganism, gossiping, shouting, loitering or doing petty business transactions during official hours. Any Employee contravening this Regulation shall be guilty of misconduct.

13.14 INSUBORDINATION

- 13.14.1 Where an Employee omits to obey or disobeys any proper command or lawful order or instruction of any person placed in authority over him/her (which shall include all written orders), disciplinary action, which may include termination of his/her employment, shall be taken against him/her.

13.15 UP-DATING PERSONAL RECORDS

- 13.15.1 Up-to-date personal information is necessary for many reasons including ensuring proper administration of an Employee's benefits. It is the Employee's responsibility to notify Head of Human Resources department of changes of home address, telephone

number, name, marital status, number of children, or anything else that would affect Employee's benefits or the Organisation's ability to quickly contact the Employee. It is also the responsibility of the Human Resources Department to update all personal records.

13.16 CONFIDENTIAL PERSONAL FILES

- 13.16.1 The Department responsible for Human Resources shall keep and maintain confidential personal files for each employee under lock and key.
- 13.16.2 When an employee leaves the Organisation the open personal file will be removed from active files six months after cessation of employment and be held for a period of 5 years before it is destroyed.
- 13.16.3 All open and confidential personal files shall be properly indexed and stored in safe custody. Confidential personal files shall be kept in a separate confidential registry and handled by separate vetted person.
- 13.16.4 No employee shall be allowed to handle his personal file. In case of any problem regarding a personal file, the concerned employee shall contact the Head of Human Resources for assistance.

13.17 HANDING OVER NOTES

- 13.17.1 Any staff leaving the office shall hand over duty to another staff. If the period of absence is expected to exceed fourteen (14) days and for projects staff (5) days the incumbent shall be required to prepare handover notes.
- 13.17.2 The handover notes shall contain part or all of the following information.:-
- (i) Incomplete tasks or assignments at the time of handing over.
 - (ii) Pending Correspondence.
 - (iii) Location of sensitive files or information
 - (iv) Key contact addresses
 - (v) Available sensitive or major office equipment

13.18 WORKING CONDITIONS

13.18.1 Office Cleanness

All staff has the responsibility of ensuring that their desk and office equipment are kept in a neat and orderly condition. It is also important that all equipment shall be properly covered at the close of each working day and that all windows should be closed.

13.18.2 Office Equipment and Materials

- (i) It is prohibited to move/transfer office equipment or materials without permission of Administration/Logistics officer. Office equipment may not be used for personal purposes without a written permission of the appropriate authority.
- (ii) Every staff should ensure that property entrusted to him/her is kept clean, well maintained and safeguarded against damage or theft. He/she or she should make

sure that light/power is turned off, cables unplugged from main power source before leaving the office.

- (iii) All staff is required to handle and use organization properties with utmost care. Damage caused by negligence or improper use will be subject to penalty and compensation.
- (iv) Disciplinary action will be taken against employees who misuse REDESO properties, which may include termination, depending on the gravity of the breach.

13.18.3 Electric Mail and Facsimile Services

Employees are advised to be economical when dispatching message by using the organization's e-mail, Internet and facsimile services. The use and management of computer related mails should strictly be in accordance with the approved communication procedures and approval of the organization.

13.18.4 Office Telephone

Personal telephone calls by staff are discouraged. All telephone calls should be registered and all international calls are prohibited. Private calls are on chargeable terms.

13.18.5 Personal Mail

There is no objection to employees receiving personal mail through the REDESO postal office letterbox.

13.18.6 Reporting on Losses or Damages

All losses or suspected loss of REDESO property shall be reported at once to the immediate supervisor who shall cause investigations to be instituted and where fraud or theft is apparent or suspected, issue direction as to whether or not police assistance should be sought in the matter.

In case the immediate supervisor is suspected on the loss, then the matter should be reported to the next level supervisor.

13.18.7 Reporting of Theft/Burglary

Any incident of theft or burglary shall be reported immediately to the police. The Chief Executive Officer shall be advised verbally wherever possible followed by a written report of incident and action taken.

13.18.8 Reporting on Accidents

When an accident that causes injury to any person or damage to property of the organization occurs, the matter shall be reported to immediate supervisor within 24 hours from the time of occurrence. Failure to report any type of accident or damage is a serious offence that may lead to disciplinary action against the concerned employee.

- (i) Reporting on Serious illness or Death
- (ii) When an employee is seriously sick, his/her immediate supervisor shall inform the immediate supervisor and the employee's next of kin and keep himself/herself informed of the employees condition,

- (iii) The death of an employee of the organization shall be reported to the branch head office and to the next of kin by the quickest possible means. Instruction should be sought from the next of kin, on how to handle the body of deceased.

The office where the deceased employee worked shall report to the Executive Director with copies to all other branch offices.

14 CODE OF CONDUCT AND ETHICS

These Regulations read together with the Code of Good Practice under the Employment Labour Relations Act 2004 shall form the code of conduct for all employees. In the performance of their duties, all employees shall abide to this Code of Conduct and Ethics.

14.1 PREAMBLE

- 14.1.1 The purpose of this Code of Conduct (the “Code”) is to set standards for the employees of REDESO as are reasonably necessary to promote good industrial relations in the Organisation, there is a need to provide a framework within which the obligations of both the employee and the employer and the sanctions thereof are communicated and effected.
- 14.1.2 The Code of Ethics is intended to provide such a framework by defining what constitutes acceptable behaviour at the work place or within the duties and scope of one's employment and the penalties for violations thereof.
- 14.1.3 It also provides the means by which aggrieved employees can seek redress or have their grievances addressed.

14.2 APPLICATION AND SCOPE

- 14.2.1 **The Code of Conduct and Ethics (Appendix I)** shall apply and bind all employees of the Organisation to a common and acceptable behaviour in order to meet the objectives of the REDESO. All staff are required to sign the Code of conduct and Ethic.

14.3 POLITICAL NEUTRALITY AND IMPARTIALITY

- 14.3.1 Employees shall be neutral and impartial while delivering Service to the public without any bias due to his political affiliation and shall observe the following limitation:
- a) Can take part in political activities provided that when by so doing they do not do anything that will compromise or might be seen to compromise their impartiality, which can compromise or be seen to compromise his loyalty to Organisation activities.
 - b) Shall not conduct or engage in political activities during official hours or at work promise.
 - c) Shall neither pass information nor documents availed through his position at REDESO to his political party.
 - d) Employees have the right of being a member of any political party and can vote both for his political party and in general election except where he is prohibited by any Law, Regulations or Directive.

14.4 LOYALTY TO THE ORGANISATION

- 14.4.1 REDESO employee shall be loyal to the Organisation.

14.5 COMPLIANCE WITH THE LAWS

- 14.5.1 Employees must comply fully with the laws. Offences relating to legislation are regarded most serious when committed by REDESO employees.

- 14.5.2 Employees who commit offences involving prohibited drugs, fraud, seeking or accepting bribes; or illegal importation or exportation of goods will be subject to disciplinary action, regardless of any penalties applied as a result of criminal proceedings.
- 14.5.3 All employees are required to inform their Senior Managers, Project Coordinators /Manager as soon as they become the subject of criminal or possible criminal proceedings. Such information shall be submitted to the Head of Human Resources for guidance.
- 14.5.4 Employees must not use their official positions or relationships established in the course of their duty to inappropriately influence or interfere with action being contemplated in any investigations.

14.6 INTERVENTION BY POLITICAL LEADERS

- 14.6.1 Employee shall not seek any political leader's intervention when pursuing matters of his/her service.

14.7 GOOD CONDUCT

- 14.7.1 All employees without exception shall be expected to conduct themselves in a manner befitting REDESO employee. Rude or insulting language from either a superior to a subordinate or vice versa is not permitted.
- 14.7.2 All employees of the Organisation are expected to exhibit exemplary conduct at all times, within and outside Organisation premises, so as not to bring the Organisation into disrepute

14.8 INSUBORDINATION

- 14.8.1 Every employee shall abide by the Staff Regulations for the time being in force and by the specific instructions issued to him by the Management from time to time. An employee who is disrespectful or discourteous in word, act, or who wilfully disobeys any lawful order issued by an appropriate authority, shall be guilty of insubordination and liable to disciplinary action.

14.9 CONFLICT OF INTEREST

- 14.9.1 No member of staff shall be allowed to profit from transaction he/she carries out on behalf of the Organisation
- 14.9.2 No employee shall use his official position to further his private interest, if as part of his duties an employee is called upon to deal with any matter or issue in which he has a personal interest, such an employee shall immediately disclose his interest to the Management.
- 14.9.3 No employee shall subordinate his official duty to his private interest, neither shall an employee put himself in a position where his duty and private interest conflict.

14.10 PRIVATE LIFE

- 14.10.1 While out of office, an employee shall conduct his personal life in such a manner that it does not affect his services or bring REDES0 into disrepute and shall voluntarily comply with existing laws in his private dealings.

14.11 CORRUPTION

- 14.11.1 REDES0 employee shall under no circumstances solicit, demand, offer or accept bribes from any person either by doing so in person or by using another person.

14.12 SEXUAL HARRASSMENT

- 14.12.1 The Organisation requires that all employees work in an environment free from non-verbal, verbal or physical harassment, which is sexual in nature. Thus all forms of sexual harassment are strictly prohibited. For the purposes of these conditions sexual harassment is defined as:

‘Unwelcome sexual advances, requests for sexual favours, and other conduct that creates a coercive, hostile, intimidating, or offensive work environment’. The harassment of a sexual nature may be directed to a person of the same or opposite sex. The key elements are that the behaviour is uninvited, unreciprocated and unwelcome and causes the person involved to feel threatened, humiliated or embarrassed’

- 14.12.2 All complaints of sexual harassment shall be reported as appeared in the REDES0 Protection from Sexual and Exploitation Abuse (PSEA) policy.

14.13 SIGNING OF CODE OF CONDUCT AND ETHICS

- 14.13.1 Each employee shall sign Code of Conduct and Ethics and copy is retained in his/her personal file as annex to this regulations.

APPENDICES

APPENDIX (1) EMPLOYMENT REQUISITION

Department Originated:

JOB TITLE

Does job description exist?.....

Date Required

Department Requisition required for

Replacement.....

Addition.....

Temporary..... Name and job Title of Last incumbent

Daily Working Hours Number of hours per work week Length of Employment if
Temporary Is this position covered by your current department budget?

Please mention skills and qualifications required for this position

.....
.....
.....
.....

REMARKS:.....
.....
.....
.....

APPROVAL

I APPROVE/DO NOT APPROVE

Name..... Title.....

Signature..... Date.....

Name..... Title..... Signature..... Date.....

APPENDIX (2) PERSONEL PARTICULARS FORM FOR THE YEAR: _____

A: PERSONAL INFORMATION:

1. Full Name: _____
2. Sex: Male/Female

3. Date of Birth: _____
4. Place of Birth:
Village _____
5. District

Region _____
6. Place of Domicile : _____ District _____
Region _____
7. Permanent Address: _____
8. Nationality/Tribe

9. Religion: _____
10. Citizenship (i) By Birth right/ By Registration: _____

(ii) Registration Number: _____

11. Marital Status:

- (a) Married/Not Married _____
- (b) Divorced/Widow/Widower _____
- (c) Name of spouse: _____
Address of the spouse _____

Telephone of the spouse _____

11. Language:

Spoken: _____, _____

Written: _____, _____

B: FAMILY INFORMATION:

12. Children.

No	NAME OF A CHILD	SEX(M/F)	DATE OF BIRTH

13. Name of your parents:

(i) Father's name : _____ Living/Deceased

(ii) Mother's name: _____ Living/Deceased

C: EDUCATION, OTHER TRAINING ATTENDED AND WORK EXPERIENCE.

14. Normal education (primary and secondary) and Higher Learning institutions.

No.	SCHOOL/COLLEGE	FROM	TO	AWARD

15. Other training attended (short courses and seminars):

No.	TYPE OF THE TRAINING	PLACE	DURATION OF THE TRAINING	AWARD

16. Work experience:

No.	EMPLOYER	FROM	TO	POSITION HELD

D: OTHER INFORMATION:

17. Membership:

(i) Membership in Professional bodies:

1. _____
2. _____
3. _____

(ii) Other membership:

1. _____
2. _____
3. _____

18. Publication done:

1. _____
2. _____
3. _____
4. _____

19. Hobbies:

1. _____
2. _____
3. _____
4. _____

E. NEXT OF KIN:

20. Information of your next of kin:

A: (a) Full Name: _____

(b) Relationship: _____

(c) Address: _____

(d) Telephone: _____

B: (a) Full Name: _____

(b) Relationship: _____

(c) Address: _____

(d) Telephone: _____

2. Declaration:

I, (Full name) _____, hereby
declare that what I have stated herein above is true to the best of my knowledge.

Signature: _____ **Date:** _____

APPENDIX (3): INVITATION TO ATTEND INTERVIEW

P.O.

Tel.

No.

Ref. No. Date

Mr/Mrs/Miss

.....
.....

RE: INTERVIEW

With reference to your letter of application for employment, we are pleased to advise that you are invited to attend an interview on at.....(time). The interview will be held at our offices situated at/along.....

You are kindly requested to bring along with you original of all your certificates. Further, you should bring testimonials and references. If any.

REDESO will not be responsible for payment of travel expenses incurred by the interviewee.

Yours faithfully

For. Executive Director/Branch Manager

APPENDIX (4): MEDICAL ENGAGEMENT REPORT

This is to be completed by a Medical Officer from any recognized hospital and return to REDESO using the address mentioned below under confidential cover to:

**CHIEF EXECUTIVE OFFICER
P.O. Box 2621
REDESO
DAR ES SALAAM**

Surname: First Name:

Date of Appointment: Time to Appointment:

Date of Birth:

Married/Single:

Height: Weight

General Appearance:

Past Medical History:

Allergies:

Present Chronic Illness: - Hypertension, Diabetes Mellitus

Other

Disability:

STATE OF:

Central Nervous System (CNS):

Cardio Vascular System (CVS):

Respiratory System (RS):

Digestive System (GIT):

Dental:

Genital Urinary System (GVT):

Ear, Nose Throat (ENT):

Visual Acuity:

Family and Social: Smoking?

Alcohol?

REMARKS:

.....
.....
.....

Name of Medical Officer:

Signature/Official Stamp:

Date:

APPENDIX 5(A): LETTER OF APPOINTMENT

P.O.Box

Tel No.....

Ref. No: Date

To:

Re: Letter of appointment,

Please refer to your letter dated in which you applied for employment with REDES0 and the subsequent interview held onwhich you passed.

I am pleased to offer you appointment as on the terms and conditions as set below. Your appointment is effective from the date you report for duty.

- 1) Your salary shall be shs. p.m in the salary scale of i.e. Shs. to shs P.m system as well as the financial performance of REDES0.
- 2) Your duty station shall be but subject to the exigencies of service. You will be liable to be transferred to any Branch.
- 3) You will be required to serve a probationary period of six months. If at the end of such period services have been satisfactory, you will be confirmed in your appointment.
- 4) REDES0 reserves the right to terminate your services during the probationary period.
- 5) Your employment may be terminated at any time by either Party giving one month's notes in writing to the other twenty four hour's notice with one month's gross salary in lieu of notice.
- 6) Your appointment will be governed by terms and conditions of services stipulated in REDES0 Personnel Manual and as supplemented by circulars and directives, which may be amended from time to time. Your attention is particularly drawn to this manual and you must make sure that you carefully read it.
- 7) After confirmation you will be entitled to 28 Calendar days leave per annum inclusive of weekends and holidays.
- 8) You and your family will be eligible for medical allowance amounting to shs. equivalent to 10% of your gross salary per month.
- 9) Your duties and responsibilities will be as per attached job description.
- 10) In addition to accepting the terms and conditions of this letter, the following attached forms should be completed by approved Medical Officer and return to REDES0 for retention.
 - i. Request for Medical Examination
 - ii. Medical Engagement Report.

If you accept the terms and conditions of this letter, please sign the agreement at the footnote of this letter and return two copies to the undersigned.

Yours Sincerely,

.....

Chief Executive Director/Branch Manager - REDES0

APPENDIX 5(B): ACCEPTANCE OF APPOINTMENT

I hereby accept the appointment as stipulated above and that:

I (full name) being a staff of the REDES0, do hereby solemnly and sincerely declare that I will strictly observe secrecy prospecting all business of REDES0 and the state of any organisation documents, verbal relations, application, applicant's affairs, and I pledge myself not to reveal matters which may come to my knowledge in the discharge of my official duties of the organisation or by a court of Law at the request of a person to whom such matters relate.

I also sincerely declare that I will strictly observe and abide by the terms and conditions of service stipulated in the Personnel Manual, Personnel Policy, the Authority Manual and Disciplinary Code of Conduct which I have carefully read and understood and do hereby declare that I shall serve the REDES0 with loyalty and devotion.

By my signature and right thumb finger below I make this declaration and so accept the appointment and the terms of this letter and will take up appointment on

.....
Signature Date
Right Hand Thumb

Finger Print (to be witnessed by Authorized REDES0 official)
Signature of Witness (REDES0 OFFICIAL)
Position:
Date:

cc: Project Administration
Branch Manager
..... branch
P.O.Box
.....

APPENDIX 5(C): DECLARATION OF SECRECY

I hereby accept the appointment as above and that;

I (full name) being a staff of REDESΟ, do hereby solemnly and sincerely declare that I will strictly observe secrecy prospecting all business of the REDESΟ and the state of any organization documents, verbal relations, application, applicant’s affairs, or matters relative there to, and I pledge myself not to reveal matters which may come to my knowledge in the discharge of my officially duties except when required to do so by the Executive or a duly authorized officer of REDESΟ or by a Court of Law or at the request of a person to whom such matters relate.

I also sincerely declare that I will strictly observe and abide by the terms and conditions of service stipulated in the Personnel Manual, and do hereby declare that I have accepted them and that I shall serve the organization with loyalty and devotion.

By my signature and right thumb finger print below I make this declaration and so accept the appointment and the terms of this letter and take up the appointment on (date)

.....
.....
Signature Date

Right Hand Thumb

Finger Print (to be witnessed by Authorized REDESΟ Officer)

Signature of Witness (REDESΟ)
Position:
Date:.....

APPENDIX 5(D): APPOINTMENT ON TEMPORARY BASIS

P.O.Box

Tel No.....

Ref. No:

Date:

To:

RE: LETTER OF APPOINTMENT ON TEMPORARY TERMS

- 1) I have pleasure in offering you appointment on temporary terms as with effect from
- 2) The salary attached to your temporary position will be shs. p.m which will be non-incremental.
- 3) Subject to any special terms in this letter your employment will be governed by the Personnel Manual.
- 4) This appointment may be terminated at any time either party giving one month's notice in writing to the other or by paying one month's salary in lieu of notice.
- 5) As a temporary employee neither you nor your dependant children will be entitled to medical treatment at the organization expenses.
- 6) On acceptance of this offer and subject to your being found medically fit and free from any known criminal record, you should arrange to report for duty on (date)

Your appointment will take effect from the date you report for duty.

.....
For **Chief Executive Director /Branch Manager**

APPENDIX (6): CONFIRMATION

P.O.Box
Tel No.
Ref No. Date
Mr./Mrs./Miss
u.f.s
.....
.....

1 RE: CONFIRMATION

I am pleased to inform you that you are confirmed in your position/appointment as
.....
w.e.f

I am taking this opportunity to congratulate and wish you well in your career.

Yours faithfully,

REDESO

2 EXECUTIVE DIRECTOR/PROJECT MANAGER

Cc: Administrator/Project Manager
Cc: Branch

APPENDIX 7: PROMOTION

P.O.Box
.....
Ref. No
Mr./Mrs./Miss
u.f.s
.....
.....
.....
Tel. No.
Date:

3 RE: PROMOTION

I am pleased to inform you have been promoted to the post of at a salary of Shs. p.m in the salary ofi.e. shs to Shs. P.m with effect from

Your promotion will be on trial basis for a period of three months and on successful completion, you will be confirmed to the post.

I would like to take this opportunity to give congratulation on your promotion and wish you the best of luck in your new assignment.

4 Executive Director/Branch Manager

cc: Administrator

5 Declaration

I hereby accept/do not accept the promotion with the understanding that if I fail to show myself to be sustainable for the promotion during the trial period.

.....
Signature Date

APPENDIX 8: CERTIFICATE OF SERVICE

ID No. Date

Full Name:

Date joined REDESO:

Date left REDESO:

Last Position Held:

Period in last position: From:..... To:

Causes of termination of Employment:

.....

.....

.....

General Conduct:

Human Resource Officer:

Name:

NOTES:

Efficiency and general conduct are assessed as “Very Good”, “Good” (i.e. normal or average), or “poor”.

APPENDIX 9: CERTIFICATE OF DISCHARGE

In CONSIDERATION of payment of shillings hereby
acknowledged and accepted as full and **final terminal benefits**.

I renounce and forego further claim,
damages, actions and suits at law of whatever nature against REDESO however related
to the **terminal benefits** herein above mentioned or any incidental claims thereof.

Date this Day of 200

Signed

(staff)

Witness of the employee: Signature

Position:

Name: Signature:

Position:

APPENDIX 10(B): OVERTIME RECORD SHEET

EMPLOYEE: DESIGNATION

DEPARTMENT:

BASIC SALARY: MONTH

BRANCH

Date	Time		Hours		Details of work	Engaged by (Signature)
	From	To	WD	HD		

WD x 1 1/2 = Hours The overtime is approved

HD x 2 = Hours

APPENDIX 11 LEAVE APPLICATION FORM

SECTION I
APPLICANT (EMPLOYEE)

Name of Employee:

.....

Title: Department:

.....

Emergency contact Address

.....

Telephone:

.....

Date of Application: No of days requested

From To: Sign:

.....

SECTION II
ADMINISTRATION

No. of days entitled: Last date of taking leave:

No of days recommended: Balance (days)

I approve/not approved

Name:

Signature:

Date:

Remarks:.....

SECTION III
SENIOR PROGRAMME MANAGER /DCEO /CEO

Recommendation: Leave Allowed/Not allowed

Comments:

.....

.....
.....

Name:

Sign:

Date:

Stamp:

APPENDIX 12: LEAVE RECORD SHEET

Mr./Mrs./Miss Staff No.

Date of Appointment

LEAVE CYCLE		LEAVE DAYS		REF.NO. (F/M)	RECORDED BY	SIGNATUR E	REMARK S
FROM	TO	EARNE D	TAKEN	BALANCE			

APPENDIX 13: RETURN FROM LEAVE

I do hereby state and confirm that I commenced my annual leave on and completed on and that I have reported for duty on

Signature Date

CONFIRMATION BY HEAD OF DEPARTMENT

It is confirmed that the above information has been verified and found to be correct/incorrect.

(If incorrect explain)

.....
.....
.....
.....

Signature: Date:

APPENDIX 14: APPLICATION FOR MATERNITY LEAVE

A. PERSONAL PARTICULARS:

1. Name in full

2. Title
 3. Department:
 4. Emergency contract number:
 5. My leave address will be:
- Signature of Applicant Date

B. For Human Resource/Administration Use.

1. Number of days entitled: from..... to
 2. Last paid maternity leave was taken from to
 3. Last earned normal annual leave was taken from
to for the leave cycle period of
 4. Earned unspent/spend normal annual leave was taken from approved number of days
.....
 5. This application is approved/not approved on the following grounds:
.....
- Name:Signature..... Date.....

**C. APPROVAL OF LEAVE
SENIOR PROGRAMME MANAGER/DEPUTY CEO/CEO**

Leave approved/not approved for the following reasons:

.....
Name:
Signature:.....Date:.....

CC: Employee, "PF"

APPENDIX 15: APPLICATION FOR PATERNITY LEAVE

(To be completed in block capitals or type written in triplicate)

A. PERSONAL PARTICULARS:

1. Name in full
2. Designation
3. Department/Branch

B. LEAVE PARTICULARS:

4. Proposed period of leave
5. Date of completion
6. Last paid paternity leave was taken from to
7. Last earned normal annual leave was taken from
to for the leave cycle period of
8. My leave address will be:

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

C. APPROVAL OF LEAVE

1. leave approved/not approved for the following reasons:

.....
.....
.....
.....

Head of Department _____
Date _____

2. For Administration Department use:

- i. Last paid paternity leave was taken from to
- ii. Earned unspent/spend normal annual leave was taken from
approved number of days

3. This application is approved/not approved on the following grounds:

Administrative Officer..... Signature

Date.....
Authorising Officer Date

CC: Employee
"PF"
Administration Dept"

APPENDIX 16: SICK SHEET

1. To Medical Officer

Of Mr./Mrs./Miss..... Who is
staff/spouse/child/parent of

Mr./Mrs./Miss..... Is sent for treatment for and on behalf
of REDESO.

Executive Director/Project Manager

Date

2. To: Executive Director/Project Manager

I hereby certify that Mr./Mrs./Miss is able or unable to
follow his/her occupation/Admitted/treated as outpatient.

.....
Signature of Doctor

.....
Date

*Delete as necessary

3. I hereby certify that Mr./Mrs./Miss Has now sufficiently recovered to
resume his/her occupation.

Date TimeSignature and Stamp of Doctor.....

Record of attendance and visits

Date	Time	Description/Remarks	Signature of Medical officer

APPENDIX 17: CODE OF CONDUCT



RELIEF TO DEVELOPMENT SOCIETY CODE OF CONDUCT AND ETHICS

1.0 PURPOSE AND SCOPE

The purpose of this Code of Conduct (the “Code”) is to set standards for the employees of Relief to Development Society (“REDESO”) as are reasonably necessary to promote:

- Honest and ethical conduct, including the ethical handling of actual or apparent conflict of interest between personal and professional relationships;
- Compliance with applicable governmental and regulatory laws, rules, codes and regulations;
- Immediate internal reporting of any violations of this Code; and
- Accountability for adherence to this Code.

All employees must become familiar and fully comply with this Code. As this Code cannot and does not cover every applicable situation or provide answers to all questions that might arise, all employees are expected to use common sense in determining what is right or wrong, including a sense of when it is proper to seek guidance from, senior managers, managers or supervisors on the appropriate course of conduct.

This Code may be reviewed by SMT from time to time. Any changes to this Code will be notified to the employees after the Governing Board has approved such changes.

2.0 COMPLIANCE WITH LAWS

All employees must conduct themselves in compliance with all applicable laws, rules, codes and regulations (the “Laws”), wherever REDESO conducts business and this Code shall apply subject to the Laws.

If an employee has questions as to whether an action or conduct arising from his/her duty complies with the law, the Head of Human Resources, or Head of Finance should be contacted.

3.0 CONFLICT OF INTEREST

All employees must maintain objectivity and must avoid conflict of interest and subordination of judgment in the performance of their duties and responsibilities for REDESO.

Objectivity requires employees to be impartial and free of conflict of interest. Employees must not subordinate their judgment to personal gain an advantage or to the judgment of others, or be unduly influenced by their own interests or by the interests of others in forming judgments. Employees must not participate in any activity or relationship that would constitute a conflict of interest.

A conflict of interest would generally arise if an employee participates in any activity or relationship, directly or indirectly, that may impair or be presumed to impair the employee's objectivity, or that is somehow inconsistent with or opposed to the best interests of REDESOS.

A non-exclusive list of situations where a conflict of interest could arise includes:

- An employee participates as an officer or employee of, or consultant to, or has an interest in securities or other ownership interest in any organization or individual that has, or is seeking to have, a business relationship with REDESOS (such as a partner, supplier, or customer include refugees), or that is a competitor of REDESOS.
- An employee buys, sells or leases any kind of property, materials, supplies, services, facilities or equipment from or to REDESOS, or to any organization or individual that has, or is seeking to have, a business relationship with REDESOS (such as a refugee, partner, supplier, or customer).
- Any of the above-mentioned situations, but involving a family member of the employee, including benefits accruing to a family member, rather than the employee himself.

Employees may not solicit any personal advantage from clients, suppliers or any person in connection with REDESOS business. In addition, employees should decline advantages offered directly or indirectly in connection with their duties. The term "advantage" may be defined as including but not be limited to a gift, loan, fee, reward, office, employment, service and favour.

This Code cannot and does not set forth every possible conflict of interest scenario. Therefore, there is no substitute for sound judgment by the employee in each case based upon the particular facts involved.

4.0 CORPORATE OPPORTUNITIES

Employees must not:

- Take for themselves personally any opportunities discovered through the use of property, or information of, or position with REDESOS;
- Use any property, or information of, or position with REDESOS for personal gain; or
- Compete with REDESOS.

REDESOS employees owe a duty to REDESOS to advance its legitimate interests when the opportunity to do so arises.

Unless expressly required or authorized by REDESOS employees must not participate as an officer, director or employee of, or consultant to, or have an equity interest in (other than owning securities of a publicly traded company, any organization or individual that is a direct competitor to REDESOS. Alternatively, plans to be, engaged in any type of business that is similar to the types of businesses carried on by REDESOS.

5.0 FAIR DEALING AND INTEGRITY

Employees should endeavour to deal fairly with customers who may include refugees, suppliers, competitors and employees of REDESO, partners, NGOs, governmental authorities and the public at large.

Employees should not take unfair advantage of/or injure anyone through manipulation, concealment, abuse of privileged or confidential information, misrepresentation of material facts, fraudulent behaviour or any other unfair dealing practice.

Employees must perform their duties and responsibilities for REDESO with the highest degree of integrity and probity.

Integrity requires employees to perform their work with honesty, diligence, and responsibility and in accordance with applicable laws. In the performance of their work, employees must not be a party to any illegal activity or engage in acts that may discredit REDESO. Integrity requires employees to observe both the form and the spirit of the ethical principles contained in this Code.

6.0 NO DISCRIMINATION OR HARASSMENT

REDESO is committed to providing a work environment that is free from all forms of discrimination, such as race, ethnicity, gender, creed, religion, age, disability or sexual preference. It is REDESO policy to provide equal opportunity to all employees with regard to hiring, pay rates, training and development, promotions and other terms of employment.

REDESO does not tolerate harassment, including sexual harassment, in any form.

REDESO encourages Employees to embrace the following core values, which are: Professionalism, Responsiveness, Respect, Team Work, Volunteerism, and Integrity. These are also embraced by the ability to deal with change, respect for humanity, personal dignity and privacy.

REDESO is also committed to providing a positive work environment that values the wide-range perspectives inherent in the workforce and fosters individual growth and achievement of business goals.

Any act of discrimination or harassment when dealing with employees, customers and/or suppliers will not be tolerated and the offender will be subject to severe disciplinary action, which may include termination of employment.

For the purpose of this Code, harassment includes inappropriate conduct, which has the purpose or effect of: -

- Creating an intimidating, hostile, or offensive work environment; or
- Unreasonably interfering with an individual's work performance.

Forms of harassment include, but are not limited to, behaviour toward another person based on that person's race, ethnicity, gender, creed, religion, age, disability or sexual preference which is unwelcome and personally offensive to its recipient.

Individuals who believe they have been subjected to discrimination or harassment should immediately report the incident to their supervisors and the Head of Human Resources All complaints will be promptly and thoroughly investigated.

No retaliation will be taken against any employee because he/she reports a problem concerning acts of discrimination or harassment. Employees can raise concerns and make reports without fear of reprisal. Employees who observe or become aware of

harassment should immediately advise their supervisors and the Head of Human Resources.

Upon receipt of any complaints or concerns on acts of harassment to the immediate supervisor, Head of Human Resources who should notify the Chief Executive Officer so that appropriate corrective steps can be taken.

7.0 PROTECTION AND PROPER USE OF ORGANISATION ASSETS

Assets of REDESO shall be used by employees for legitimate business purposes only and are not for personal use. Assets of REDESO include, among other things, information, materials, equipment, buildings, supplies, money, property (including intellectual property, software, hardware and facilities).

Employees should protect the assets of REDESO by avoiding carelessness and waste and by using such assets prudently and efficiently to conduct the business of REDESO for its customers and partners.

The personal use of assets of REDESO without permission from the organisation is strictly prohibited.

8.0 ORGANISATION INFORMATION

Employees are responsible for providing honest, accurate information in the course of their work with REDESO. Such information includes:

Accounts, financial reports, tax returns, research reports, marketing information, investigative reports, expense accounts, time reports, claims, records, human resources information and documents of REDESO must be kept in such a way as to accurately and completely reflect all transactions.

Knowingly providing false, incomplete or inaccurate information is improper and in some situations may be illegal. Employees must not withhold or fail to provide information to their supervisors or management.

9.0 CONFIDENTIALITY

Employees must not disclose any confidential information of REDESO, its customers, suppliers, business partners, employees or stakeholders, except when disclosure is required by law or authorized in writing by REDESO in accordance with the relevant policies in force from time to time.

Confidential information includes all non-public information relating to, among other things, decisions, operations, procedures, plans, earnings, financial or business forecasts, databases, names and addresses, competitive bids, formulas, designs, configurations, technical processes, methods or business secrets, supplies or materials, research, development, strategies and know-how, regarding REDESO, its customers, suppliers, business partners, business relationships, employees, that might be of use to competitors or harmful to REDESO, its partners, customers, suppliers, business relationships, employees or stakeholders, if disclosed.

10.0 REPORTING OF ILLEGAL OR UNETHICAL BEHAVIOUR

Employees should report the conduct or action by any employees that does not comply with the law or with this Code. Reports will be treated as confidential to the extent possible as allowed by law. No employee will be disciplined for reporting a concern in good faith. However, the company will take disciplinary action against any employee

who intentionally provides false or malicious information in connection with an alleged violation of the law or with this Code.

Actual or suspected incidents of corruption, theft, fraud, embezzlement or similar offences must be reported on a confidential basis to the Chief Executive Officer and/or the Deputy Chief Executive Officer or Senior Manager immediately.

11.0 NON-COMPLIANCE WITH THIS CODE OF CONDUCT

Non-compliance with this Code shall result in disciplinary action. Serious and/or deliberate non-compliance may result in termination of employment.

The undersigned has read, understood and agreed to the provisions of this Code. The undersigned further understands that he/she must comply with the standards as set out in this Code, and that failure to comply with any of these standards could result in disciplinary action, including termination of employment.

Employee Name: _____

Employee ID Number: _____

Position/Grade: _____

Signature: _____

Date: _____

15.0 APPROVAL OF HUMAN RESOURCE MANUAL

APPROVED BY:

Chairman of the Board

Name: SENEN MPONDA



Signature:

Date: 17/04/2021

Secretary of the Board

Name: ABEID KASAIZI



Signature:

Date: 17/04/2021



Approvals

Prepare by:

CROWN ASSOCIATES
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Dar es Salaam, Tanzania

Approved by:

Governing Board
REDESO Head Office
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P.O Box 2621

15.0 APPROVAL OF HUMAN RESOURCE MANUAL

APPROVED BY:

Chairman of the Board

Name: SENEN MPONDA

Signature:

Date: 17/04/2021

Secretary of the Board

Name: ABEID KASAIZI

Signature:

Date: 17/04/2021



Dar es Salaam, Tanzania

Date of approval: _____, 2020.