



THE CATHOLIC UNIVERSITY OF HEALTH AND ALLIED SCIENCES
[CUHAS]

HUMAN RESOURCES MANUAL

August, 2018

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PREFACE

The declaration made by the Tanzania Episcopal Conference in 1994 marks the initial thought of establishing a medical school at Bugando. This decision was made based, among other reasons, on the need for the Catholic Church to contribute to the training of more doctors and other health professionals in Tanzania. This decision, considering the human resource crisis in the health sector Tanzania, was facing was timely. The medical school was established in 2003 as a Constituent College of the Saint Augustine University of Tanzania and was upgraded to a full-fledged university in the name of the Catholic University of Health and Allied Sciences in 2011. The University was established to *provide skilled and competent human resources in the health sector that are vested with moral and ethical values, Search, discover and communicate the truth to advance the frontiers of knowledge and provide quality services to the community*".

The vision of the University is *"To be an outstanding Tanzanian Catholic University excelling in health care, training and research; while remaining responsive to societal needs"*.

The success of CUHAS depends on effective implementation of its strategic goals which requires a clear understanding by all employees of the University to understand the rights and obligations of the University towards the employees and its employees to the University. Clear understanding of such fundamental issues is foundation for creation of harmonious relationship between the University and its employees and thereby minimise disputes and grievances arising out of terms and conditions of service.

The Manual has been prepared to cover most general circumstances related to service in public and private setting. Because of the organic nature of higher learning institutions, it is recognised that it is not always possible to cover or foresee every eventuality involving the University staff. Therefore, the Manual will be subject to revisions where and when necessary in order to take into account new developments and circumstances as may result from national, regional and global policies changes.

The Manual will be circulated to all staff and where necessary and consultations with the staff will be organised in order to provide opportunity to all staff to understand the contents of the Personnel Manual for mutual benefit. The Manual shall constitute an important component of employment of all CUHAS staff.

The Personnel Manual shall be read and interpreted in line with other CUHAS Policies and operational procedures and guidelines.

Prof. Paschalis G. Rugarabamu

Vice Chancellor

1. INTRODUCTION

- 1.1 These General Conditions of Service of the Catholic University of Health and Allied Sciences (CUHAS) came into effect on 1st September, 2013; and apply to all employees of the University except where, and in so far as, other provisions have been made for any employee, category or group of employees. In August 2018, CUHAS Management decided to review the document to modify the challenging areas by removing some or/and adding new conditions of service to adjust to current practices and implement the requirements of the University Strategic Plan. The changes also incorporated the retirement guidelines for Administrative and Technical Staff.
- 1.2 The objective of these General Conditions of Service is to state clearly the rights and obligations of the University towards its employees, and its employees to the University, promote harmonious relations between the University and its employees and thereby minimise disputes and grievances arising out of the terms and conditions of service.
- 1.3 It is recognised, however, that it is not always possible to cover, or to foresee, every eventuality or set of circumstances involving the University's personnel. The Vice Chancellor may, therefore, interpret and apply these General Conditions of Service in so far as such interpretation and application is not in conflict with the principles and spirit of these General Conditions of Services.
- 1.4 These General Conditions of Service are made and prescribed by the Council of the Catholic University of Health and Allied Sciences in accordance with the provisions of Part IV and VI of the Catholic University of Health and Allied Sciences Charter of Incorporation (2011). Council shall have the discretion to vary the procedures and policies herein, provided such variation shall not be to the disadvantage of any individual directed thereby. Any relaxation or variation so permitted by the Council shall not prejudice the Council's right strictly to enforce all the procedures and policies hereunder and shall not be taken to bind the Council as a precedent.
- 1.5 It shall be the general policy of the University to consult staff in order to keep them informed of any matters which may affect them and to provide staff with an opportunity to come up with ideas which will be of mutual benefit to both staff and the University. Such consultation shall be carried out through various approved internal structures.
- 1.6 The General Conditions of Service shall form part of the Contract of Employment, and upon entering into such contract of employment with the University, employees undertake and agree to abide by these General Conditions of Service, as amended from time to time, and to discharge their responsibilities to the University with diligence at all times.
- 1.7 Where applicable, more detailed explanations of the General Conditions of Service and procedures will be issued in the form of Administrative Memoranda.

- 1.8 It is the policy of the University that there should be no discrimination among staff, whether academic, technical or support staff on the basis of marital status, gender, religion, race, ethnicity or political beliefs, except as specified in the General Conditions of Service.
- 1.9 Acceptance of a job offer shall mean that the employee agrees to the General Conditions of Service and any other policies of the University.
- 1.10 Where an employee has direct or indirect interest in any undertaking resulting in a conflict of interest situation such employee is required to declare their interest as and when it arises and shall act in a professional and ethical manner.
- 1.11 Employees shall at all-time act in a manner that is consistent with the vision and values of the University. Any act or behaviour that negatively impacts on the ability of the University to accomplish its mission shall constitute misconduct warranting disciplinary action.

2. INTERPRETATION

- 2.1 Authority for the interpretation of the Human Resource Manual and General Condition Service is vested in the Vice Chancellor.
- 2.2 In the event of any conflict between the Human Resource Manual and any written laws (Canon or civil) the later shall prevail.
- 2.3 In the event of a conflict between the conditions contained herein, and such conditions of service which may have been agreed upon in writing or contained in a letter of appointment, between the University and an employee, or any by-law, directive, operating instructions or manuals issued by the University, the Vice Chancellor or any authorised officer of the University affecting an individual employee or group of employees, such conditions shall apply notwithstanding that they may be in conflict with these General Conditions of Service.
- 2.4 Any dispute as to the interpretation and application of these General Conditions of Service shall be referred in the first instance in writing to the Vice Chancellor. In the event an employee remains aggrieved by a decision of the Vice Chancellor in respect of an interpretation of these General Conditions of Service, the employee may appeal the interpretation to Council.
- 2.5 Such appeal must be made in writing within thirty (30) days of the decision of the Vice Chancellor and contain comprehensive grounds for the appeal and addressed to the Chairperson of Council with a copy to the Vice Chancellor. The appeal shall be included in the Agenda of the next scheduled meeting of Council, and the decision of Council in respect of the appeal shall be final.
- 2.6 Singular words shall also where applicable stand for plural and words in plural include singular.
- 2.7 For the purpose of interpretation, the following definitions shall apply:

“Academic Staff”:- means an employee of the University whose terms and conditions of service include the obligation to undertake teaching, research and service and/or holders of posts declared by Council on the advice of Senate to be Academic.

“Accommodation”:- means flat, house or bungalow, room(s) furnished or unfurnished.

“Administrative and Technical Staff”:- Means employees of the University whose terms and conditions of service do not include the primary obligation to undertake teaching and research.

“Appointing Authority”:- means the University Council after recommendation from the Appointments Committee, having power to make appointments to any university post and includes the person whom such power has been delegated and as may be provided by the CUHAS Charter.

“Authorized Establishment”:- shall mean the number of staff positions in a department or unit approved by Council.

“Casual Employee”:- shall mean those employees engaged in terms of Section 3 of these General Conditions of Service who are engaged by the University to work for not more than three consecutive days, or more than five days in any one month.

“Catholic Secretariat”:- means the Central Administrative offices of the Tanzania Episcopal Conference under the direct control of the Secretary General.

“Chancellor”:- shall mean the person holding the Office of Chancellor in Accordance with Section 10 of the Charter.

“Charter”:- shall mean the CUHAS Charter of Incorporation (2011).

“Citizen”:- means a citizen of the United Republic of Tanzania.

“Committee of Administrative and Technical Staff”:- shall mean group of support staff nominated to represent their respective departments.

“Contract Employment”:- shall mean employment for a fixed period of time.

“Contract Extension”:- shall mean an addition to the contract of a staff member which is less than 24 months.

“Contract Employees”:- shall mean employees appointed in terms of Section 3 of these General Conditions of Service whose employment is for a fixed period of time.

“Council”:- shall mean the University Council established under Section 17 of the Charter.

“Day”:- shall mean calendar day unless otherwise defined.

“Dean”:- means a person appointed to head a Faculty or School under Part IV, Section 16 of the Charter.

“Dependent children”:- means children of the employee, including legally adopted children who are not more than eighteen (18) years of age, unmarried and wholly maintained by the employee. Also any children regardless of age that because of severe physical or mental infirmity are unable to lead a living and are therefore, wholly maintained by the employee; and if these persons are also recognized by the Income Tax Department as such.

“Deputy Vice Chancellor”:- means a Deputy Vice Chancellor appointed under Section 13 of the Charter.

“Director”:- shall mean the head of an administrative department of the University, or head of an academic Centre or institute.

“Domicile”:- means the place where a person was born or which he has made his permanent home as declared on his appointment.

“Employee”:- shall mean any employee of the University unless otherwise define.

“Established position”:- shall mean a position on the authorised Establishment of the University.

“Family”:- Means the spouse and the dependent children of an employee.

“Government”:- means the Government of the United Republic of Tanzania.

“Head of Department”:- means a person appointed to head an academic Department under Part I, Section 2 of the Charter.

“Home”:- means the nearest place that can be reached by scheduled transport service to the place of domicile.

“Month”:- shall mean a calendar month unless otherwise defined.

“Non-Pensionable Employees”:- means citizen employees who are not members of Pension Fund.

“Owner:-” shall mean **the Tanzania Episcopal Conference**

“Pensionable age”:- is the age at which the member of the relevant pension scheme becomes entitled to access his or her pension benefits

“Pension Fund”:- shall mean PSSF or NSSF,

“Promotion”: means appointment of an employee to a higher post.

“Retirement Age”: Means attainment of 55 (voluntary) and 60 (compulsory) years of age.

“Secondment”:- means an appointment on temporary basis to a position in the University or another organisation, as the case may be.

“Senate”:- means the Senate of the University established under Section 32 of the Charter."

“Spouse”:- means an employee’s marital partner (wife/husband)

“SSRA”:- means Social Security Regulatory Authority

“Staff Development Fellowship”:- means an employee of the University whose contract provides for a period of formal study or training before the employee is eligible to be a member of the Academic Staff.

“Statutes”:- means the University of CUHAS Statutes promulgated by Council under Section 2 of the Charter.

“Temporary Employee”:- shall mean employee of the University appointed in terms of Section 3 of these General Conditions of Service.

“University: - shall mean the Catholic University of Health and Allied Sciences as established in terms of Section 3 of the Charter.

“Vice Chancellor”:- shall mean the person appointed to the position of Vice Chancellor in terms of Section 12 of the Charter.

“Week”:- shall mean a period of five days from Monday to Friday inclusive, unless otherwise defined.

“Year”:- shall mean a calendar year unless otherwise defined.

3. RECRUITMENT AND APPOINTMENTS OF VARIOUS CUHAS STAFF

3.1 Appointing Authority

Authority to appoint the Vice Chancellor is vested with the Tanzania Episcopal Conference in accordance with the provisions of CUHAS Charter of Incorporation upon recommendation of Council. The Authority to appoint other staff is delegated as given in the table below. **For the purpose of this Manual; ‘Appointment’ refers to New Employment, Confirmation and Contract Renewal.**

SN	APPOINTMENTS	RESPONSIBLE (APPOINTING) AUTHORITY	PROCESS	COMMITTEE / BODY	FINAL APPROVING AUTHORITY
1	Vice Chancellor	The Owner	Search Committee/Team will conduct Interviews and Recommend candidate to Council	Council will recommend candidate to the OWNER	OWNER
2	Catholic Chaplain	The Owner			OWNER
3	Corporate Counsel	The Council			COUNCIL
4	Deputy Vice Chancellors	Chancellor after consultation with the Owner	Search Committee/Team will conduct Interviews and Recommend candidates to	Council will recommend candidate to the	Chancellor

SN	APPOINTMENTS	RESPONSIBLE (APPOINTING) AUTHORITY	PROCESS	COMMITTEE / BODY	FINAL APPROVING AUTHORITY
			Council	Chancellor	
5	Senior University Officials				
	Bursar, Dean of Students	The Council on recommendation of APC	<ul style="list-style-type: none"> For new employment: Interviews and normal recruitment procedures. For confirmation: Appraisal form and recommendation letter from the immediate supervisor. For contract renewal: the staff will request for renewal through the immediate supervisor. 	APC will Recommend candidates to Council	COUNCIL
	Internal Auditor	The Council on recommendation of APC.	<ul style="list-style-type: none"> For new employment: Interviews and normal recruitment procedures. For confirmation: Appraisal form and recommendation letter from the immediate supervisor. For contract renewal: the staff will request for renewal through the immediate supervisor. 	Must pass through Auditing Committee to advice APC. APC will Recommend candidate to Council	COUNCIL
	Deans, Directors and Associate Deans/Director	The Council on recommendation of APC	Search Committee/Team will conduct Interviews and Recommend candidate to the APC	APC will Recommend the Appointment to Council	COUNCIL
	Professors and Associate Professors	The Council on recommendation of APC	<ul style="list-style-type: none"> For new employment: Interviews and normal recruitment procedures. For confirmation: Appraisal form and recommendation letter from the immediate supervisor. For contract renewal: the staff will request for renewal through the immediate supervisor. 	APC will Recommend to Council	COUNCIL
6	Heads of Departments	The APC	Search Committee/Team will conduct Interviews and Recommend candidate to the CDD	CDD will Recommend the Appointment to APC. After APC will go to Council for noting.	APC
7	Senior Administrative	The Appointments	<ul style="list-style-type: none"> For new employment: Interviews and normal 	Pass through CDD first for	APC

SN	APPOINTMENTS	RESPONSIBLE (APPOINTING) AUTHORITY	PROCESS	COMMITTEE / BODY	FINAL APPROVING AUTHORITY
	Officers (Administrative and Technical staff with salary Scale BSSN 17 and above)	Committee	<p>recruitment procedures.</p> <ul style="list-style-type: none"> • For confirmation: Appraisal form and recommendation letter from the immediate supervisor. • For contract renewal: the staff will request for renewal through the immediate supervisor. 	<p>recommendations before being taken to APC for Approval. After APC will go to Council for noting.</p>	
8	Academic Staff (Tutorial Assistant to Senior Lecturer)	Vice Chancellor after consultation with the DVC PFA subject to approval by APC.	<ul style="list-style-type: none"> • For new employment: Interviews and normal recruitment procedures. • For confirmation: Appraisal form and recommendation letter from the Department and the School. • For contract renewal: the staff will request for renewal through the HoD and the Dean of the School. 	<p>Pass through CDD for recommendations before being taken to APC for Approval. After APC will go to Council for noting.</p>	APC
9	Administrative and Technical staff with salary Scale from BSSN 10 to 16	Vice Chancellor after consultation with the DVC PFA	<ul style="list-style-type: none"> • For new employment: Interviews and normal recruitment procedures. • For confirmation: Appraisal form and recommendation letter from the immediate supervisor. • For contract renewal: the staff will request for renewal through the HOD or immediate supervisor. 	<p>Pass through CATS and CDD for recommendations to the VC. Will go to APC for noting</p>	VC
10	The support staff (Administrative and Technical staff with salary Scale from BSSN 1 to 9)	The Deputy Vice Chancellor for Administration	<ul style="list-style-type: none"> • For new employment: Interviews and normal recruitment procedures. • For confirmation: Appraisal form and recommendation letter from the immediate supervisor. • For contract renewal: the staff will request for renewal through the HoD or immediate supervisor. 	<p>Pass through CATS for recommendations to the DVC-PFA. Will go to APC for noting</p>	DVC-PFA

NB: Institute Tutors will fall on category 5, 7 & 8 depending on their salary levels.

3.2 Priority on Appointment

- (i) In general, recruitment of new employees shall be for entry into the lower grades, and where vacancies occur in more senior positions these shall be filled wherever possible through the promotion of suitably qualified serving citizen members of staff who meets the requirements of the University Schemes of Service.
- (ii) In filling vacant positions, the University shall give preference to suitably qualified and experienced candidates fulfilling requirements of such positions in the following order of priority:
 - (a) Serving citizen employees
 - (b) Other citizen applicants
 - (c) Non-citizen serving employees
 - (d) Other non-citizen applicants

3.3 Appointment limited by established posts and budget

The financial provisions created in the annual budget shall limit the total number of posts in the service. No appointments shall be made to posts for which no such provisions have been made or any increase in the establishment provided for in the budget without prior approval of Council.

3.4 Advertisement of Vacant Posts

- (i) The University will advertise all vacant positions through an internal circular inviting applications from serving employees (except where it is clear that there is no qualified candidate internal) and if no suitable qualified candidates are found, the positions will be advertised externally (nationally and internationally).
- (ii) It will not be necessary to advertise when a post is to be filled by a clergy or religious person.

3.5 Appointment on Secondment

- (i) Employees may be seconded to or from the University for periods not exceeding three years.
- (ii) During the period of secondment, such employees shall be subject to the terms and conditions of service of the University, unless the terms of such secondment specify otherwise.

3.6 Contract Appointments

- (i) Contract appointment shall be made for a definite term which shall be clearly stated in the letter of appointment.
- (ii) When an employee is appointed to any post, the effective date of employment shall be the reporting date.
- (iii) All Religious personnel or member of a Society shall be employed on terms in accordance with Clause 161 of the by-laws of the Tanzania Episcopal Conference.

- (iv) Contracts with Secular Priests shall be in accordance with clauses 162 of the by-laws.
- (v) All other employees of the university, irrespective of age, shall be employed on contract terms in accordance with this manual and CUHAS Staff Regulations.
- (vi) All Contracts of Service shall normally be for a term of three years but may be renewed on mutual agreement subject to the performance of the respective employee being satisfactory and the post being still required.
- (vii) The employment on contract terms shall expire upon the expiry of the period of the contract unless previously terminated as provided for in the contract, or a period of employment has been renewed or extended by mutual agreement; provided that the University shall not be obliged to offer the renewal or extension of a contract by virtue of this provision.
- (viii) Contract employees below the age of 55 will be required to register with a NSSF Pension Fund or any other fund as provided in pension laws and SSRA.

3.7 Appointment of a person with criminal record

No person with a known criminal record or who has been convicted of an offence involving moral turpitude may be appointed to the service of the University without the knowledge and special clearance by the Council.

3.8 Vice Chancellor and Deputy Vice Chancellor Appointments

- (i) Citizens appointed to the position of Vice Chancellor and Deputy Vice Chancellor shall be appointed on such terms and conditions as provided for by the University Charter and as may be determined by Council.
- (ii) At the end of the employee's term as Vice Chancellor or Deputy Vice Chancellor, he/she shall revert to the previous academic position on such terms as apply to that position

3.9 Temporary Appointments

- (i) The University may appoint persons on a temporary basis for such periods, and on such terms and conditions as may be determined from time to time by the University.
- (ii) Temporary appointments shall be for period not exceeding twenty-three (23) months.
- (iii) A temporary employee must sign a letter of Appointment of temporary staff and report for duty before the appointment takes effect.
- (iv) The appointment shall be subject to renewal after every three months if the appointment needs to be continued.
- (v) All appointments-On-temporary terms shall be on non-incremental salary and generally at the minimum of the salary and scale.
- (vi) Salaries of employees on temporary employment terms shall be paid monthly in arrears as negotiated.

3.10 Casual Employees

- (i) Casual employees are employees who are engaged in work of a casual nature. Casual employees are not entitled to the benefits or allowances provided for in terms of

these General Conditions of Service other than overtime payment for any time worked in excess of the normal daily hours of work, or work performed on a public holiday, and Workmen's Compensation.

- (ii) Casual employees who are engaged on part time duties will be paid a daily wage as stipulated by the Government.

3.11 Appointment on Contract after Retirement

Staff who have reached the compulsory retirement age may be appointed on contract terms of employment at the discretion of the University as long as their services are still needed, and they are capable of performing their duties effectively, provided that such appointments shall be for contracts not exceeding three (3) years duration at a time and retirement guidelines for respective cadres are followed as per appendix I.

3.12 Applications for Employment

- (i) All applications for first employment with the University shall be made in writing in accordance with a format prescribed by the University.
- (ii) Applicants shortlisted for appointments may also be required to undergo an interview and/or take pre-employment competency and/or aptitude tests.
- (iii) The University shall not be required to assign any reasons in the event that an application for employment is unsuccessful.

3.13 Medical Examination

- (i) An offer of appointment shall be conditional on an appointee undergoing a full medical examination by a registered medical practitioner approved by or acceptable to the University. Confirmation of appointment is subject to the appointee passing the medical examination to the satisfaction of the University. Such medical examination shall not be at the expense of the University.
- (ii) At any time, the University may require an employee to undergo a medical examination at the expense of the University, for any purpose. Such medical examination shall be carried out by a medical practitioner approved or appointed by the University.
- (iii) The University shall be liable for the cost of any treatment required as a result of such examinations.
- (iv) Employees or prospective employees shall not be discriminated against for reasons of their HIV/AIDS status. No medical test shall be administered on an employee or appointee with the view to establish his/her HIV/AIDS status unless it is the requirement of a job for such a test to be administered.

3.14 Letter of Appointment

- (i) All successful applicants shall receive a letter of appointment stating the nature of the appointment, salary and the General Conditions of Services.
- (ii) All employees wishing to accept an offer of employment shall sign a copy of the Letter of Appointment or write an Acceptance Letter which MUST be received by the University within thirty (30) days from the date of offer of appointment.

- (iii) In the case of an employee under the age of 18 years, the letter of appointment MUST also be signed by the employee's parent or legal guardian, dully certified.

4. PROBATION

4.1 Probationary Period

- (i) The probationary period for employees requiring education level below bachelor's degree) other than casual employees, and employees on temporary terms shall be six (6) months.
- (ii) All other employees, other than employees mentioned on 4.1(i), will upon first appointment be required to serve a probationary period of twelve (12) months from the date of taking up appointment.

4.2 Confirmation of appointment

- (i) At least four (4) weeks prior to the expiry of the probationary period, the employee on first appointment shall be informed whether the probationary period has been satisfactorily completed and the date of confirmation or otherwise.
- (ii) If the employee does not receive a notification in terms of the above provision it shall be deemed that the probationary period has been successfully completed, and the employee has been confirmed in employment.

4.3 Termination of employment during probationary period

During the probationary period, either party may terminate the contract with not less than thirty (30 days) or pay calendar days' notice (other than termination for disciplinary reasons) and such termination shall be deemed to have been made for just case.

5. ACTING APPOINTMENTS

- (i) An employee who has been confirmed in employment or working on contract terms of employment may be appointed to act in any position. Such appointment may be made on temporary basis to cover the absence of the substantive holder of the position on leave or on training or to give an employee experience at a more senior post to assess suitability for promotion.
- (ii) An acting appointment made in terms of the above section shall be in writing by the officer authorised to make such appointments, stating the length of the acting appointment.
- (iii) Acting appointments shall not normally exceed six (6) months. However, the University, at its discretion may extend the period, provided that an acting appointment shall not extend beyond twelve (12) months without the mutual consent of the employee.

6. PROMOTION

- (i) Promotion to a position of higher administrative responsibility is dependent upon there being a vacancy in such position, and promotion will not be automatic upon

the attainment of any qualifications, or through length of service or upon reaching the top of a salary scale.

- (ii) Promotion is based on merit, and in selecting employees for promotion the University shall consider among other things, the requirements of the job, the individual employee's qualifications and experience, length of service, and above all proven work ability and potential to perform work at a high level of responsibility. In addition, the University may require an employee being considered for promotion to take such tests as may be determined by the University.
- (iii) Promotion from one rank to a higher rank will be as provided for in the CUHAS Scheme of Service and guidelines for the promotion of academic staff.

7. TRANSFER

- (i) If the needs of the University so require, an employee appointed to an established post may be transferred to any Department, Centre, Unit or Office of the University.
- (ii) A staff member appointed to an established position within the University may request to be transferred to any Department, Centre, Unit or Office of the University. In the event that such transfer is accepted, it shall be on terms as shall be determined by the University.
- (iii) The procedures for transfer will be outlined in the relevant Guidelines for Appointment, Promotion and Review of staff.
- (iv) Poor work performance shall not be a reason for a transfer of staff. In such cases, provisions of the staff disciplinary rules shall be applied to correct the employee behaviour, conduct or work habit.
- (v) Employees transferred to a position attracting a lower salary shall be accorded salary protection except those transferred on demotion with salary reduction as one of the sanctions or those transferred on their own initiative.
- (vi) Any employee refusing to comply with such an order of reassignment shall render himself/herself liable to disciplinary action.

8. SALARIES

8.1 Payment of Salaries

- (i) Salaries will be paid in monthly arrears.
- (ii) Salaries and wages are paid only by direct credit into an employee's current or savings account at a registered commercial bank, building society or savings bank.

8.2 Salary adjustments

Adjustments to salaries will be implemented as and when determined by Council. In line with the pay philosophy of the University, Management will carry out market surveys on an annual basis and make recommendations to Council. However, the University does not bind itself to adjust salaries annually, notwithstanding any movement in the market or increases in the cost of living.

8.3 Advances against salary

- (i) Advances of salary may only be granted in exceptional circumstances defined as extraordinary, unanticipated expenditure or an unforeseen emergency.
- (ii) Advances against salary will not normally exceed equivalent of one **(1)** month's gross basic salary and must be repaid within the following **three**-month period unless otherwise approved. An employee may be required to provide evidence to prove the advance was used for the purpose for which it was granted.
- (iii) Applications for an advance salary, stating the nature of the emergency should be made in writing to the Deputy Vice Chancellor (Planning, Finance and Administration) whose decision shall be final.
- (iv) No advance against salary shall be granted until any existing advance or travel advance has been fully repaid.
- (v) No interest will be charged on advances against salary, and an advance of salary is excluded from earnings limit for the purpose of calculating eligibility for staff loans.

8.4 Assignment of salary

Employees may not cede or assign their salaries or other monies due from the University to a third party without prior written consent of the University. However, in Principal, the University strongly discourages such practices.

8.5 Deductions from salary

- (i) The University shall deduct from the monthly salary of employees such sums as are payable by the employee by way of taxation, overpayment of wages, or overpayment of accrued leave, pension fund and unauthorised absence from work in accordance with the provisions of the Employment Act (2004)
- (ii) Subject to the written agreement of an employee, the University may also deduct such amounts which may be due from an employee in respect of:
 - (a) Contribution to any medical aid or insurance fund, or pension fund which the employee is a contributing member.
 - (b) Subscriptions or contributions to any union or staff association recognised by the University.
 - (c) All charges for private telephone, fax or telex calls and Internet chargeable to the employee.
 - (d) Repayment of any loan or advance of salary granted to the employees in accordance with the written agreement entered into between the employee and the University at the time of granting such loan or advance.
 - (e) The cost of any training course, instructional material, equipment, registration or examination fees which the University may have advanced to the employee.
 - (f) Any shortage of cash or property of the University or the cost of repairing any damage to University property where the employee responsible has acknowledged responsibility in writing for the safe-keeping and accuracy of such cash or property of the University and acknowledges further in writing that such cash or property is missing or acknowledges responsibility for such damage.

- (g) Instalments for the re-payment of any bond due to the University as a result of any costs incurred by the University in training an employee, where such employee has entered into a bonding agreement with the University which provides for any such repayments.
- (h) Such amounts due to the University by way of rents and/or utility charges as provided for in any agreement between the University and an employee.
- (i) The retirement of any outstanding travel advance in terms of Section 13.
- (j) Such other amounts the University may be entitled to deduct by virtue of any written agreement with the employee or such amounts that the employee has requested the University to deduct and the University has so agreed in writing.

8.6 Salary supplementation

The University may supplement salaries whenever necessary to attract or retain individuals who would otherwise not accept job offers or remain in the employ of the University on account of the remuneration package.

9. PERFORMANCE MANAGEMENT

- (i) The University shall adopt a Performance Management System which shall be used to assess the performance of individual employees.
- (ii) Departmental Heads shall submit Performance Appraisal reports on all staff working under them whether on normal contract; religious, priests or society contract after having evaluated and discussed 'with the concerned staff. The reports shall be submitted to the Vice Chancellor for final approval and then kept under custody.
- (iii) Performance Reports on employees on Probation; Departmental Heads shall submit such reports in respect of employees on probation that will reach the Appointing Authority not less than one month before the expiry of the probationary period.

10. ALLOWANCES AND BENEFITS

10.1 General

- (i) Council shall determine the range of allowances and benefits, eligibility and prevailing rates.
- (ii) Unless otherwise stated, allowances and benefits shall not be included in total emoluments for the purpose of calculating any terminal benefits due to an employee and shall be taxed in accordance with the provisions of the Income Tax Act as amended from time to time.

10.2 Passages and Baggage Allowance

10.2.1 Non-citizens

- (i) Passages are issued to assist those eligible to travel to the University from their home countries or places at which they will be spending their vacation leave, as the case may be, subject to the limitations provided for under section 10.2.1(viii) Passages are

- not an entitlement but benefits aimed at assisting staff members defray actual travel costs. Passages shall only be issued where a staff member and/or qualified dependants actually travel and cash shall not be paid in lieu of passages.
- (ii) Passages may only be issued to the staff member, spouse and up to four dependent children under the age of eighteen years. The children of contract staff shall cease to be eligible for passages when they reach the age of 18 years, except that any child who reached that age while in Tanzania who is unmarried and wholly dependent on the staff member shall be eligible to a passage from Tanzania to their home as defined in the contract.
 - (iii) In all cases where the staff member is to be issued with passage for them, their spouse and up to three dependants under 18 years of age, the amount of passages shall be reduced by any contribution made by any other institution to that amount and the staff member shall advise of any contributions made.
 - (iv) The University shall in its sole discretion, decide on the rates of passages and the route and whether the latter shall be by air, by sea, or by land, save that all rail, travel in Africa shall be at the first class rate, and air fare is by economy class unless otherwise determined by Council. Passages shall only be issued on the basis of the most direct route of travel. Sea travel is permitted provided that the combined cost of sea and inland travel shall not exceed the combined cost of an economy class airfare and baggage entitlement.
 - (v) A staff member who chooses to use their private transport shall claim the kilometre allowance or the cost of the airfare, whichever is less.
 - (vi) If the staff member resigns before the expiration of their contract for reasons other than ill-health, (certified by a Medical Board appointed by the University) the University shall not pay the cost of repatriating the employee and any dependent members of the employee's family in Tanzania at the time of such termination to the employee's place of recruitment designated in the contract. The University shall not be liable for the cost of transporting the employee's personal and or household effects either.
 - (vii) Staff appointed on contract terms shall on first appointment be issued with single passages for themselves, spouse and up to three dependent children under the age 18 years, who accompany the staff member or join the staff member from the place of recruitment before half of the period of the contract has elapsed. Dependent children above the age of 18 who are still in full time education may be covered at the discretion of the Director, Human Resources.
 - (viii) Staff appointed on contract terms who have completed their contract and who have not been offered another contract shall be issued with return economy passages for themselves, their spouse and up to four dependent children under the age of 18 years to their home as defined in the contract or to any destination provided that the maximum amount payable by the University shall be limited to the cost of the passages by the most direct route to the staff member's designated home as defined in the contract.
 - (ix) Inter-Contract passages may only be issued at the expiry of the contract. Passages not claimed within 12 months following expiry of contract shall be forfeited.
 - (x) A reimbursable baggage allowance shall be paid against actual expenditure and receipted bills as provided for under 10.2.1(xiii) and shall not exceed the cost of

transportation of the baggage by the most direct route. The University will not be responsible for the cost of insurance, customs duties and any other charges from the transportation of personal belongings.

- (xi) Baggage allowance is limited to the employee, spouse and up to three dependent children.
- (xii) Baggage allowance is only payable on arrival for the first contract and up on departure for the final contract.
- (xiii) The maximum reimbursable amounts payable in terms of this section shall be in accordance with the Schedule that will be published from time to time based on the transportation costs to the following regions Eastern Africa, Southern Africa; Rest of Africa and Europe; North and South America; Indian Sub-Continent; and Far East.
- (xiv) Where a married couple is employed by the University, only one set of passages shall be provided to the family.

10.2.2 Citizens

- (i) On first appointment, citizen staff and his/her family, shall be provided with fare or equivalent cost of public transport from their place of recruitment in Tanzania to the University as provided in 13. Citizen staff recruited from outside Tanzania shall be issued with single passages for themselves, spouse and up to three dependent children under the age of 18 years only on first appointment.
- (ii) Alternatively, staff may with the approval of the Deputy Vice Chancellor (PFA) use their own transport and claim mileage at prevailing rates at the time. Air travel may be used with the approval of the Deputy Vice Chancellor (PFA).
- (iii) The University will transport baggage for citizen staff on first appointment and termination of employment using the least cost means of transport from the place of recruitment to the University or as provided on section 10.5.

10.3 Passages and Baggage Allowances on Termination

- (i) Upon termination of employment for whatever reason an employee is entitled to the same passage allowance as applicable on first appointment to transport the employee, spouse and up to three dependent children under the age of 21 years then residing with the employee, and the employee baggage to the employee's designated place of residence as specified in the contract.
- (ii) An employee may be permitted to amend the designated place of residence for the purpose of allowances on termination of employment provided that the cost of such allowances shall not exceed the amount the University would have incurred had the employee's designated place of residence not been changed.
- (iii) An employee must claim these allowances within 21 days of termination of employment after which the University's liability to provide such allowances shall cease.
- (iv) The baggage allowance will only be paid against receipts, or directly to company engaged by the employee to pack and transport baggage and household effects.

10.4 Accommodation on Appointment

- (i) Upon first appointment the University will provide hotel, other suitable accommodation, to all eligible staff taking up appointment, where such appointment has necessitated a change in normal country, city town or village of residence.
- (ii) The University shall be responsible for such accommodation and meals for a maximum period of **fourteen (14)** days for the staff member, spouse and up to three dependent children commencing from the date of arrival of the employee on first appointment.
- (iii) Where the University has agreed to provide accommodation for more than fourteen (14) days, the University will continue to pay cost of accommodation but will only pay 50% of the cost of meals. Where a spouse, and/or dependent children arrive after fourteen (14) days and accommodated by the University in accordance with this provision, the University will meet 50% of the cost of their meals commencing from the date of their arrival.

10.5 Transfer Allowance

- (i) If an employee is transferred permanently to another location of the University which requires a change of region the employee shall receive a transfer allowance at the prevailing rate.
- (ii) When an employee is transferred from one duty station to another, he/she shall be entitled to free transport for his/her baggage provided that the weight shall be in accordance with the employer's grade of travel as set out below:-

Sn	Title	Weight (kg)
1	Vice Chancellor	3,000
2	Deputy Vice Chancellor	2,500
3	BSSA 14 -BSSA 21 BSSN 14 - BSSN 21	2,000
4	BSSA 12 - BSSA 13 BSSN 1 - 13	1,500

10.6 Standby Allowance

- (i) Some employees may have to be on Standby Duty at week-ends and Public holidays. An employee designated and rostered to be on Standby duty must be immediately available for duty and at all times thereafter as required.
- (ii) Employees required for Standby Duty are entitled to a Standby Allowance at the prevailing rates. The Allowance may only be claimed when the employee is on authorised rostered standby.

10.7 Entertainment Allowance

Staff holding designated positions or in a designated category are entitled to an annual taxable non-accountable entertainment allowance at the prevailing rates.

10.8 Travel Concession

- (i) Citizen employees, who have completed two years continuous service with the University, and every two years thereafter, may claim a Travel Concession at the prevailing rates.
- (ii) The Travel Concession is non-cumulative and must be claimed within six (6) months from the date the employee becomes eligible to receive the allowance or it is forfeited.
- (iii) Staff on study leave shall not be entitled to the Travel Concession.
- (iv) The Priests and other Religious personnel will also be entitled to leave travelling assistance equal to actual costs for traveling between the duty station and home of domicile every other year but their society may do otherwise based on their own contract provisions.

10.9 Travel concession for medical treatment

Employees who are required to travel from the station of posting to a different station for the purpose of obtaining medical treatment because such treatment is not available at their station of posting shall be entitled to transport assistance provided that the medical officer of the station of posting certify that it was necessary for the employee to undertake the journey and obtain such treatment.

10.10 Telephone Allowance

Staff holding designated positions or in designated category are entitled to a Telephone Allowance at the prevailing rates.

10.11 Medical Aid

- (i) Medical care and treatment will be provided by the Employer to the Employee, his spouse and up to **four** legal dependent children under the age of 18 years.
- (ii) Employees are eligible to join a medical aid/insurance scheme of which the University is a member.
- (iii) The University shall contribute part of the premium payable to the medical aid society on behalf of the employee, at a rate set by Council from time to time.
- (iv) In instances where the Medical Scheme does not fully cover the medical expenses of the staff or dependants, the University shall cover the difference as part of the medical coverage to an employee.
- (v) Staff and dependants admitted at BMC will be accommodated in the Private Wing, with the exception of the Vice Chancellor and Deputies who will be admitted in the VIP Wing.
- (vi) In the event that an employee/dependent gets sick and the treatment is not covered by the Medical Scheme used by the employer, prior information should be sent to the Deputy Vice Chancellor - Planning Finance and Administration before being treated on employee's expenses and ask for refund.

10.12 Funeral Benefit

- (i) In the event that an employee of the University dies the University is obliged to give burial assistance.
- (ii) The cost in respect of burial of a deceased employee on contract terms will be borne by University at the prevailing rate as may be determined by the University Council from time to time and will include:
 - (a) Coffin
 - (b) Grave preparation
 - (c) Shroud
 - (d) Wreath
 - (e) Transport of the body to the place/location of domicile
 - (f) Meals for two days (The day of paying last respect (if the burial ceremony will be out of Mwanza) and the day of Burial Ceremony)
- (iii) In addition, the University will provide 'Rambirambi' at Tshs. 350,000/= to the deceased employee's family.
- (iv) All other burial assistance apply to a deceased spouse of an employee. Similarly, the benefits extend to the employee's children who are entitled to medical treatment except that burial assistance is limited to 50%.
- (v) The University will provide 'Rambirambi' of Tshs. 350,000/= for the death of the parent of the employee.
- (vi) The University will send one staff member to accompany the grieving staff or the staff's family and represent the Institution at the burial ceremony. The Institution will also provide transport and per diem to the delegate, depending on the destination to which the burial ceremony will be conducted, however the allowance shall not exceed three days.
- (vii) In the event that an external member of the University Executive Committees dies while attending a meeting, the University shall provide a coffin at the prevailing rate and transport assistance to his/her place of residency. In addition, the University will provide 'Rambirambi' at Tshs. 500,000/= to the deceased member's family. In case the death occurs elsewhere, the University will provide only 'Rambirambi' at Tshs. 500,000/= to the deceased member's family.
- (viii) All costs are subject to change from time to time as may be approved by the Council

10.13 Group Personal Accident and Insurance Scheme

- (i) All staff members will be covered under the Workmen's Compensation Ordinance.

10.14 Policy on Non-Citizen Staff Death Benefit

The University's non-citizen staff are expected register and contribute to an insurance scheme that provides cover in the event of death. However, the employer will contribute an amount that is equivalent to the staff's two-months' salary to cover the funeral expenses of the staff member.

10.15 Staff Uniforms and Protective Clothing

The University will provide uniform and protective clothing to designated employees upon such terms as maybe determined by Council from time to time.

10.16 Training Allowances and Benefits

Details of the University's Training Allowances and Benefits are contained in the University's Staff Training and Development Policy.

10.17 Position Based Allowances

Allowances and benefits for staff holding the positions of Vice Chancellor, Deputy Vice Chancellor, Dean, Director, Head of Department and any other specified positions shall be determined by Council from time to time.

10.18 Responsibility Allowance

Deans, Directors and Heads of Departments shall receive responsibility allowances as may be determined from time to time by Council.

10.19 Shift Allowance

Employees who are designated Shift Workers shall be entitled to such Shift Allowance as may be determined by Council from time to time.

10.20 Tuition Fees

- (i) The University shall waive the tuition fees for full-time employees, and 50% of the tuition fees for spouse and up to three dependent children of an employee who have registered for a programme of study at the University provided that such exemption shall only apply for one programme for the employee, spouse and up to three dependent children. The employee must have worked with the Institution for at least five years for his/her spouse and dependants to be given the 50% fees waiver.
- (ii) The tuition fee waiver shall extend to BMC staff with academic status who have worked with CUHAS for at least five years.
- (iii) Notwithstanding being exempted from the payment of tuition fees, an employee, spouse or dependent child of a full-time employee must have satisfied the requirements for admission to the programme of study and have been properly registered.
- (iv) Council may extend the waiver to church personnel from time to time as may be provided by CUHAS scholarship policy.

10.21 Scarcity Allowance

The University may pay scarcity allowance where it is unable to attract and retain sufficient numbers of staff with particular skills that are in short supply in the labour market. The Scale of the allowance shall be set by Council from time to time.

10.22 Disturbance allowance

- (i) When an employee is transferred from one station to another, he will be paid disturbance allowance at the rate of 10% of his annual basic salary or as

determined by the Council. The allowance shall be paid at least two weeks before the move, to assist the staff to make the necessary preparations for the move.

- (ii) When transferred with salary adjustment, an employee's annual basic salary shall be taken as being that of the scale to which the employee has been placed on transfer.

10.23 Other remunerative employment

- (i) Any employee of the University may be employed on a remuneration basis in giving part-time instruction outside normal working hours at the University; Government or Church/Government aided educational training instruction with the written approval of the Vice Chancellor.
- (ii) Generally, there will be no objection to employees of the University at holding honorary posts as office bearers of charitable institutions.

10.24 Presents and gifts

- (i) Employees of the University are forbidden to solicit or accept gifts or presents for whatever service they may have rendered in their capacity as employees of the University.
- (ii) Where valuable presents are sent to an employee or to his/her family because of service rendered by the employee in his/her official capacity, the guidelines stipulated in the Staff Code of Conduct shall apply.

11. WORKING WEEK, WORKING HOURS AND OVERTIME

11.1 Working Week

11.1.1 Administrative and Technical Staff

- (i) The normal working hours per day for Administrative and Technical Staff of the University (other than Shift Workers) are 8 hours per day (excluding the lunch-break), Monday through Friday giving a normal working week of 40 hours and a working month of 160 hours.
- (ii) Normal hours of work per day are as follow but these may vary according to the requirements of particular Departments, or Divisions within a Department and the University reserves the right to vary actual hours of working accordance with the needs of the University.
- (iii) Monday - Friday: Morning: 7:30 a.m. – 4.30 p.m.
- (iv) If there is an exception to the rule above and an employee is required to work beyond the normal working hours or is required to work on Saturdays or Public Holidays, he/she will be paid overtime for hours worked in excess of 45 hours a week at 1.5 times his/her normal hourly rate on week days; and 2 times the normal hourly rate for hours worked on Saturdays and Public Holidays.
- (v) Overtime payment is restricted to those not entitled to a Responsibility Allowance.
- (vi) The University may refuse payment of overtime when an employee has not been authorized by his/her supervisor to work after normal hours.

11.1.2 Academic Staff

The hours of work for Academic staff shall be those necessary for Academic staff to fulfil their responsibilities and shall be available for consultation with students and for carrying out duties that they may be assigned from time to time.

11.2 Shift Workers

Certain categories of staff of the University are designated as shift Worker who will normally work an average of 22 shifts of eight hours per month or such other arrangement by Departments to meet the requirements of such departments. Public holidays, Saturdays and Sundays are treated as normal shift days. Actual daily hours of work will vary according to a shift roster.

11.3 Overtime

Generally, overtime payments (or time off in lieu of overtime) are not available to all Senior Staff as provided in Section 11 of the Charter and to members of the staff whose salary is in (BSSN 13, BSSA 13) and above. All overtime shall be paid in accordance with provisions of the Financial Manual.

- (i) All staff on Salary Scale (below BSSN 13 and BSSA 13) inclusive (other than Shift Workers) are entitled to overtime at the following rates:
 - Monday - Friday: One and a half of the time multiplied by basic hourly rate for all hours worked in excess of 8.00 hours per day.
 - Saturdays: One and a half of the time multiplied by basic hourly rate for all hours worked.
 - Sundays & Public holidays: Twice the time multiplied by basic hourly rate for all hours of holiday worked.
- (ii) A supervisor or senior employee must always supervise employees who are requested to work overtime. The supervisor or senior employee will be the last person to leave the office premises on such occasions.

11.4 Overtime for Shift Workers

- (i) Shift Workers Salary Scale (below BSSN 13 and BSSA 13) inclusive are entitled to overtime in accordance with the following provisions:
 - (a) Any hours worked in excess of the normal hours of work on a shift shall be paid at one and a half times the basic hourly rate.
 - (b) Any hours in excess of the normal hours of work, worked when a shift falls on a Public Holiday shall be paid at twice the basic hourly rate.
- (ii) If a shift worker is required to work on a designated rest day, or two consecutive shifts all hours worked shall be paid at twice the normal hourly rate (in the case of the second shift).

11.5 Absence from duty

- (i) Employees shall not absent themselves from their respective working premises during working hours without the knowledge of and authority of their immediate Supervisor, a Head of Department and the Head of Human Resources.

- (ii) In case of absence through sickness, employees should ensure that information is sent to their supervisor as soon as possible and a doctor's certificate stating the reason for incapacity inputs be delivered to the appropriate officer responsible for manpower management at the respective place of work.
- (iii) Breach of this regulation shall constitute misconduct.
- (iv) When an employee is absent from duty without leave or reasonable excuse shall be subject to disciplinary action under the provisions of the CUHAS Staff Code of Conduct and other Employment and Labour Laws.
- (v) When the whereabouts of the employee charged under number (iv) above are not known, a copy of the charge sheet shall be served by leaving it at the place of his/her residence prior to his/her absence or by sending it to his last known address
- (vi) Service of the charge in accordance with the provisions of number (v) above shall be deemed to be a good service for the purpose of disciplinary proceedings beings initiated under this Human Resources Manual and CUHAS Staff Code of Conduct.

11.6 Time off in Lieu of Overtime

Employees not entitled to overtime pay, who; are required to work excessive hours and/or, on weekends and Public Holidays, or who are required to travel during week-ends or on Public Holidays may, at the discretion of their supervisor be granted paid time off.

11.7 Public Holidays

- (i) The University observes all Gazetted Public Holidays and all employees shall be paid for such days as if they were normal working days.
- (ii) The University is free to declare any Holiday in addition to the public holidays that have been announced by the Government.
- (iii) In addition to the Public Holiday the University shall be free to observe religious holidays applicable in the Roman calendar.
- (iv) The Council will have the sole discretion to determine which Roman festivals shall be declared as Day of Obligation within the University.

12. LEAVE

12.1 Annual Leave

All CUHAS staff (Academic and Administrative and Technical) are entitled to 28 days as annual leave each particular year.

Academic Staff:

Academic Staff may not take annual leave or end of contract leave during term time except under special circumstances. All academic staff will take 28 days.

12.2 Calculation of Leave Entitlement

Leave entitlement shall commence from the date of appointment and shall be earned on an annual basis in accordance with the following schedule:

Month	Leave schedule
January	2
February	2
March	3
April	2
May	3
June	2
July	2
August	2
September	2
October	3
November	2
December	3
Total	28

12.3 Application for leave

- (i) Application for leave must be made in writing to the employee's Head of department at least 30 days before starting date.
- (ii) While every effort will be made to grant such leave, the requirements of the University may make it necessary for an employee's leave to be deferred to another date more convenient to the University.
- (iii) No employee may proceed on leave *before* receiving prior written approval for such leave.

12.4 Minimum and Accumulated Leave

- (i) Every employee must take a minimum of eight days annual leave within six months of the period in which the leave was earned.
- (ii) Any balance of leave not taken in accordance with 12.4 (i) above may be accumulated for a period of up to 56 days but must be taken within two years of the date from which leave was first accumulated or it shall be forfeited. The University will allow the staff member to take their accumulate leave in a manner that will not jeopardise University activities.

12.5 Leave Earning Periods

- (i) All periods of authorised absence from duty shall be leave earning with the exception of:
 - (a) Any period of authorised Leave Without Pay
 - (b) Any period of Study Leave
 - (c) Sabbatical leave

12.6 Compassionate Leave

- (i) An employee on contract terms may be granted a Compassionate leave of up to 14 days for the following events:
 - a. Death of close relative
 - b. Serious illness of close relative
 - c. Own wedding
 - d. Any other condition as from time to time determined by Council
- (ii) For the purpose of this Section, close a relative shall be deemed to be spouse, child, parent, sibling or grandparent.
- (iii) Compassionate leave shall not exceed 14 days per year.
- (iv) Such compassionate leave shall not count against an employee's annual leave entitlement. Any unused Compassionate Leave may not be carried over from one year to the next.
- (v) Applications for compassionate leave should be submitted to the Deputy Vice Chancellor (PFA).
- (vi) Any leave taken in excess of fourteen (14) working days per annum shall be debited against an employee's annual leave entitlement.

12.7 Emergency Leave

- (vii) Emergency leave may be granted in cases of serious illness or accident in the family, or the death of a family member not covered in section 12.6 above, or to enable an employee to attend to urgent private affairs.
- (viii) Emergency Leave will normally be granted immediately upon application and will be deducted from the employee's accrued leave. If an employee has no accrued leave emergency leave may still be granted and held against future earned leave.
- (ix) Applications for Emergency Leave should be submitted to the Deputy Vice Chancellor (PFA).

12.8 Special Leave without Pay

- (i) Leave of absence without pay for the purpose of taking up appointment with another organization including the civil service or for any other purpose *may* be considered by the Vice Chancellor at any time on an individual basis for prescribed periods not exceeding thirty-six (36) months and twelve (12) months, respectively. At the expiry of such period, the employee shall return to the University or automatically cease to be an employee of the University.
- (ii) Absence on leave without pay shall not count as service for the purpose of these General conditions of Service. Leave without pay shall not count as service qualifying for promotion, pension or gratuity nor shall it earn leave.

12.9 Leave of Absence to Attend Conferences

- (i) Leave of absence for staff to attend conference, workshop, University or academic functions may be granted at the discretion of the Vice Chancellor and/or DVC-ARC (For academic staff) or DVC-PFA (Administrative and Technical Staff) upon the recommendation of the Supervisor/Head of Department/Dean/Director. A staff member shall not leave his/her duty station without a written approval.

- (ii) Applications for such leave, clearly stating out the nature, venue and the duration of such leave, shall be lodged with the employee's supervisor who **MUST** be satisfied that adequate provision has been made for carrying out of the duties and responsibilities of the employee during the period of leave. Reasonable travel time to conferences shall be considered as part of leave of absence.

12.10 Leave to accept Public Office

- (i) Citizen staff on pensionable or contract terms of employment who have served the University for not less than five years (excluding period spent on study) may seek election to a public office or accept a nominated Government position.
- (ii) Such staff must communicate their intention in writing to the Vice Chancellor through their Head of Department/Director (in the case of Administrative and Technical staff) or Dean (in the case of Academic staff) to ascertain what arrangements may be required for their replacement during the period of the employee's absence from the University.
- (iii) Staff may be granted leave to accept public office without pay for a continuous period not exceeding five years. For the purpose of length of service or any terminal benefits, leave to accept public office shall **NOT** count as service to the University.
- (iv) If an employee wishes to continue in public office for more than five years, the employee **MUST** terminate their employment with the University.

12.11 National Service Leave

- (i) Employees chosen to participate in a recognised national sporting or cultural event or chosen to represent Tanzania in any official capacity or as a member of any official delegation may be granted up to ten **(10)** working days leave of absence per calendar year upon request by the relevant Government Department, Ministry or recognised non-governmental organisation.
- (ii) Applications for National Service leave must be submitted to the Deputy Vice Chancellor (PFA). Applications for more than ten **(10)** days leave will be considered on merit at the sole discretion of the Deputy Vice Chancellor (PFA) and the number of days in excess of ten **(10)** shall be debited against an employee's annual leave entitlement.

12.12 Sabbatical Leave for Academic Staff

- (i) Sabbatical leave, as hereinafter set out, is a privilege and not a right, and the following principles shall apply:
 - (a) Leave may be granted to enable staff members to enhance their qualities as scholars and as teachers and thereby to assist the University to achieve greater excellence in its basic areas of responsibility. The utilisation of such leave shall be of mutual benefit to the University and the staff member.
 - (b) The staff member shall normally give at least three months notification of their intention to seek sabbatical leave.
 - (c) The Sabbatical leave period shall be arranged in the first instance with the Head of Department in consultation with the Department who shall then refer the

matter to the Dean. The Dean shall make a recommendation to the Vice Chancellor for final approval.

- (d) The Vice Chancellor shall be satisfied that adequate provision has been made for their responsibilities during the period of such leave.
- (e) The staff member shall submit through the Head of Department, the Dean, a detailed description of the planned programme of study and/or research and upon return to the University shall submit to the Vice Chancellor, (ARC) a detailed report of the work undertaken while on sabbatical leave.
- (f) Sabbatical leave shall be granted to citizen and non-citizen contract or pensionable staff. When there is competition between equally meritorious applications in the same department preference shall be given to the application from the citizen member of staff.
- (g) Sabbatical leave may not be taken as terminal leave and if a staff member gives notice of resignation or has employment terminated, sabbatical leave shall be cancelled and all remaining benefits may be forfeited.
- (h) Sabbatical leave may be granted after four years of continuous service for a period of up to six **(6)** months; OR after a period of five years of continuous service for a period of up to twelve **(12)** months.
- (i) A staff member who is granted sabbatical leave must undertake return to the University and serve a minimum period equivalent to sabbatical leave taken. An employee who fails to comply with this requirement shall be in breach of the contract of employment.
- (j) On taking Sabbatical leave, a staff member shall be provided with an economy class return air ticket to the destination where the employee intends to spend sabbatical leave, provided the employee spends minimum of three months at the place designated for sabbatical leave.
- (k) Such staff member shall disclose to the University any assistance towards the cost of air received from any other source and the University may reduce its contribution towards the cost of air fare by the amount of any such assistance.
- (l) Sabbatical leave shall be granted on full salary. It shall be incumbent upon a member to disclose to the University any financial assistance being received from any other source and the University may reduce the pay of such member by the amount being received from other sources.
- (m) Staff on sabbatical leave may not be replaced and Departments shall make provision to cope with their responsibilities during their absence.
- (n) Staff on sabbatical leave shall not earn vacation leave.

12.13 Sabbatical Leave - Administrative and Technical staff

- (i) Sabbatical leave herein set out, is a privilege and not a right and shall be granted for purposes of attachment to or temporary employment with relevant organizations for the purpose of gaining specialized knowledge or experience in the staff member's area of responsibility or to carry out research applicable to their job the utilization of such leave shall be of mutual benefit to the University and the staff member.
- (ii) Sabbatical leave may be granted to senior staff members in administrative and technical positions.
- (iii) Sabbatical leave shall not be granted for a period in excess of twelve **(12)** months.

- (iv) The staff member shall submit through the Head of Department a detailed description of the planned programme of study and/or research and upon return to the University shall submit to the relevant Deputy Vice Chancellor (PFA) or Vice Chancellor and Director, Human Resources a detailed report of the work undertaken while on leave.
- (v) The Sabbatical leave period shall be arranged in the first instance with the Head of Department, who shall in consultation with the Department, make a recommendation to the Vice Chancellor (PFA) for final approval.
- (vi) Sabbatical leave shall be granted to pensionable staff and to both citizen and expatriate staff who are appointed on fixed contracts. When there is competition between equally meritorious applications in the same Department, preference shall be given to fee application from the citizen member of staff.
- (vii) Sabbatical leave may not be taken as terminal leave and if a staff member gives notice of resignation, or has employment terminated, sabbatical leave shall be cancelled.
- (viii) Sabbatical leave may be granted after four years of continuous service for a period of up to six **(6)** months OR after a period of five years of continuous service for a period of up to twelve **(12)** months.
- (ix) A staff member who is granted sabbatical leave must undertake to return to the University and serve a minimum period equivalent to the sabbatical leave taken.
- (x) On taking sabbatical leave a staff member shall be entitled to an economy class return fare to the destination where the employee intends to spend sabbatical leave provided the employee spends a minimum of three months at the place designated for sabbatical leave.
- (xi) Such staff member shall disclose to the University any assistance towards the cost of fares received from any other source and the University may reduce its contribution towards the cost of fares by the amount of any such assistance.
- (xii) Sabbatical leave shall be granted on full salary. It shall be incumbent upon a member to disclose to the University any financial assistance being received from any other source and the University may reduce the pay of the employee by the amount of any such assistance. Staff on sabbatical leave may not be replaced and departments shall make provision to cope with their work responsibilities.

12.14 Research Leave

- (i) Research leave for a period not exceeding three **(3)** months may be granted to enable academic staff to enhance their qualities as scholars. Such leave shall not be granted to a staff member more than once in every two years.
- (ii) Research leave shall be arranged in the first instance with the Head of the Department in consultation with the Department who shall then refer the matter to the Dean. The Dean shall make a recommendation to the Vice Chancellor after being satisfied that adequate provision has been made for the teaching responsibilities of the staff member.
- (iii) Staff on research leave will not be replaced and departments shall make provision to cope with their responsibilities during their absence.

12.15 Study Leave

- (i) Serving citizen employees may apply for study leave with the provisions of the CUHAS Staff Training and Development Policy (2018).
- (ii) Employees granted Study Leave in accordance with the Policy shall be required to enter into an agreement to return to the University and continue to service the University for a period which is stipulated in the Staff Training and Development Policy, appropriate to the individual employee's training circumstances. An employee who fails to comply with this requirement shall be in breach of the contract of employment.

12.16 Examination Leave

- (i) An employee who is following a course of self-study, or a block or day release course approved by the University will be granted two **(2)** paid days examination leave per subject immediately prior to any formal examination including the day of the examination itself.
- (ii) In any one calendar year, an employee shall not be granted fifteen **(15)** working days examination leave.
- (iii) Applications for examination leave should be submitted to the Director, Human Resources at least fourteen **(14)** days before commencement of the leave and must be made through Heads of Departments or supervisors. Such applications should be accompanied by examination advice or timetable from the examining body.

12.17 Sick Leave

- (i) When employees are unable to attend duty by reason of sickness, they must make every effort to inform their supervisor, preferably at the start of the day on which' the employee is absent.
- (ii) Any periods of absence exceeding 24 consecutive hours must be supported by a medical certificate from a recognised medical practitioner, which must be presented to the supervisor as soon as practicable after it is issued by the medical practitioner.
- (iii) Periods of absence unsupported by a medical certificate, with the exception of periods of absence not exceeding 24 hours in any one month shall be treated as unauthorised absence and shall be deducted from the employees' annual leave entitlement and may constitute an offence for which disciplinary action may be taken. The University reserves the right to require the employee to account for such absence.
- (iv) On recommendations of an approved Medical officer an employee on contract terms other than those on probation shall be entitled to twelve **(12)** month paid sick leave under the following conditions: During the same illness/sick period, shall receive full pay for the first six **(6)** months and half pay for the subsequent six months. At the end of the year of sick/convalescent leave the employee shall be required to submit an examination before a medical specialist determines whether or not the employee should have his/her contract terminated on medical grounds.
- (v) During the probationary period an employee shall be entitled to one hundred twenty six **(126)** days paid sick leave, of which the first 63 days will be with full pay and the second **63** days with half pay. At the end of the second half if the employee

- continues to be sick, his/her contract will be discussed for termination on medical grounds subject to medical report provided by the specialist
- (vi) Continued absence on sick leave must be supported by medical certificates from a medical practitioner recognised by the University submitted monthly during the period of prolonged absence.
 - (vii) The University reserves the right to require an employee to be medically examined by a medical practitioner designated by the University at the expense of the University at any time and at the discretion of the University, in the case of any employee who is absent from duty or is likely to be absent from duty, on authorised sick leave for a continuous period of three (3) months or more, or is absent for a total of more than sixty (60) days in any year.
 - (viii) If, in the opinion of such medical practitioner, the employee is likely to remain unfit for duty for at the end of sick leave, the university may, at its own sole discretion, terminate the contract of employment with notice on the grounds of health.
 - (ix) Prior to the termination of an employee on medical grounds the University shall convene a Medical Board composed of three (3) medical practitioners nominated by the University.
 - (x) The Medical Board shall review the employee's medical records and shall make a recommendation to the Vice Chancellor as to whether the employee is fit to resume duty, or that the employee's contract should be terminated on medical reasons.
 - (xi) The decision of the Vice Chancellor with respect to termination of employment on medical grounds shall be final.
 - (xii) Every temporary employee shall receive a month's full pay during the first month of illness and half pay during the second month of the same sick period. After the second month the employee shall be on unpaid sick leave for the remaining one month of his contract.

12.18 Maternity Leave

- (i) Female employees of the University are entitled to a maximum of twelve (12) consecutive weeks of maternity leave under the Labour Laws Act, 1975, commencing not later than two (2) weeks or earlier than six (6) weeks, from the date of expected confinement; provided that an employee must take a minimum of six (6) weeks Maternity Leave after confinement.
- (ii) Any maternity leave not taken prior to confinement may be carried forward and taken after the date of confinement.
- (iii) Maternity leave will be paid at the employee's full basic monthly salary and the employee shall continue to receive any allowances applicable to the employee's salary, position and grade during the period of maternity leave.
- (iv) In order to claim paid maternity leave, not later than six (6) weeks prior to the date of confinement the employee must present to the University a medical certificate stating the expected date of confinement. Within twenty on (21) days of confinement the employee must present a certificate confirming the date of confinement.
- (v) A female employee shall not be entitled to paid maternity leave if she did, at any time three years before her application for maternity leave, take any paid maternity leave.

- (vi) When a female employee has availed herself of the whole or part of her maternity leave and the pregnancy results in abortion or death of the child within twelve months of delivery, the employee shall be entitled to maternity leave relating to a subsequent pregnancy notwithstanding that such subsequent pregnancy occur within the period of three years.
- (vii) Maternity leave taken in any calendar year and completed in the succeeding calendar year shall be deemed to have been taken in the calendar year in which it was completed.
- (viii) An employee shall be granted a further two (2) weeks of paid maternity leave, in addition to the six (6) weeks after confinement, if such leave is supported by a medical certificate, and is not related to the birth of the child. After this period an employee will be required to take sick leave.
- (ix) An employee who is nursing a child shall be permitted a period of absence, or period a of absence not exceeding two hours, in any working day for the purpose of nursing the child until the child is six (6) months old.

12.19 Paternity Leave

- (i) During any leave cycle, an employee shall be entitled to at least Seven (7) days paid Paternity Leave
- (ii) The leave must be taken within Seven (7) days of the birth of a child;

12.20 Employment whilst on leave

No employee of the University may take up paid employment whilst on leave without prior permission of the University. Such permission, however, will be granted under exceptional circumstances and will normally only be to an employee who is on his/her final leave pending completion of contract.

12.21 Recall from leave

Any employee, who is on leave, may, if the exigencies of service so require, will be recalled at any time prior to completion of his/her leave. It shall be understood and communicated to the employee in writing that his/her leave will be taken later, preferably during the same year for which the employee is entitled to his/her annual leave.

12.22 Thirteenth Cheque

The employer will be obliged to give an employee on contract terms a 13th cheque on top of his normal twelve months salary every other year as a payment in lieu of *transport* during annual leave.

13. TRANSPORT, TRAVEL AND TRAVEL ALLOWANCES

13.1 Transport Assistance

- (i) Employees will be entitled to transport assistance at the expense of the University when travelling on:

- (a) First Appointment,
- (b) Transfer to new duty station,
- (c) Duty,
- (d) Annual Leave,
- (e) Medical grounds,
- (f) Termination of appointment,
- (g) Completion of contract,
- (ii) The University will provide official vehicle for the use of the Vice Chancellor, and Deputy Vice Chancellors.
- (iii) Where the University is not in a position to provide official transport and the officer opts to use his/her private vehicle the officer will be entitled to a fuel allowance at a rate to be determined by Council from time to time.

13.2 University Motor Vehicles

- (i) The Deputy Vice Chancellor (PFA) may authorise an employee to drive a University motor vehicle on official duty.
- (ii) Any misuse of a University motor vehicle, including any damage or loss attributable to an employee's negligence or carelessness, shall constitute disciplinary offence.
- (iii) The University shall not be liable for any fines, charges, or other offences committed by an employee whilst driving a motor vehicle, except where the fault is attributable to the University.

13.3 Use of Private Motor Vehicles for official duties

- (i) Where a University motor vehicle is not available for an official trip, employees may be given permission to use their own private motor vehicles on University business. Authority to use a personal vehicle shall be made to the Deputy Chancellor (PFA) through a Head of department or Supervisor.
- (ii) Employees may only be authorized to use their own private motor vehicles for official University duties where such motor vehicles are comprehensively insured.
- (iii) Employees authorised to use their own motor vehicles shall be entitled to claim a Mileage allowance at the prevailing rates.
- (iv) Employees claiming mileage allowance must keep log books of duty journeys and submit claims for monthly mileage allowance duly supported by the log sheet.
- (v) The University will not be responsible for any damage, accident or loss from, or of, a private motor vehicle used on official duty or for any fines or third-party claims arising there from.

13.4 Travel by Air

Employees of the University who are required to travel by air on official duties are Senior Officers (as defined on Part IV section 11 of the CUHAS Charter). They will be entitled to the class of air travel as indicated below, for all travel that will take more than six hours:

- (a) Vice Chancellor and Deputy Vice Chancellors: Business Class
- (b) All other Senior Officers: Economy Class
- (c) All travelling by air in less than six hours shall be in economy class.

- (d) All other employees shall travel by bus or be given an amount equal to bus fare and will top up the difference to travel by air.
- (e) Staff on special assignments, far from Mwanza, can be allowed to travel by air at the discretion of the University

13.5 Travel by Road, Water or Rail

- (i) All employees travelling by road/water/rail on official University business will be entitled to travel first class or with luxury bus.
- (ii) An employee may claim a transit allowance when travelling for more than eight hours. The rate will be determined by the University from time to time. Currently half per diem will apply.

13.6 Travel Allowances within Tanzania

- (i) An employee who travels on duty within Tanzania will be eligible to claim traveling/subsistence allowance per night of absence from duty station (per diem) apart from the cost of his own transport. This amount will be determined by Council from time to time. In the event that the traveling employee is female with a child under the age of 2 accompanying her, the child will be given 50% of the subsistence allowance to cover the cost of the babysitter. The child will also be given transport fare.
- (ii) When a traveling employee stays at a hotel, he/she may claim in lieu of travelling allowance the actual cost in respect of board and lodging on production of receipted bills provided that the hotel is of appropriate standard bearing in mind the status of the employee and the availability of alternative hotel accommodation at the place concerned.
- (iii) Claims for reimbursement of travel expenses within Tanzania MUST be supported by authenticated vouchers and receipts and MUST be submitted within seven (7) working days of the employee's return.

13.7 Subsistence Allowance

- i. New Employees who have been recruited outside of their duty station and are entitled to be given accommodation by the University shall be given a subsistence allowance of fourteen days during their arrival at the new working station in case there are no houses available to accommodate them.
In the event that the new employee is married and has children under the age of 18 accompanying him/her during the arrival, the employee's spouse will be given 50% of the subsistence allowance to cover for meals. The same will apply to employee's children older than three years but not exceeding eight years old. Children from nine years old and above will be given 100% of the subsistence while children under the age of four will not be paid.

13.8 Meal Allowance

- (i) An accountable Meal Allowance, at the prevailing rates is payable to employees who are required to spend a day, or part of a day including a normal time on duty away

from their normal place of work, and where it would be impractical for the employee to go home for the meal, or meals.

- (iv) Employees may not claim both a Meal Allowance and a Subsistence Allowance. However, where an employee is returning to their duty station after an official trip involving night or nights away from home the employee may claim the Meal Allowance for that day.

13.9 Travel Allowance outside Tanzania

- (i) The rate of travel Allowance for employees travelling outside Tanzania on official University Business for periods exceeding 24 hours will be paid in accordance with rates established by the Government of the Republic of Tanzania from time to time, unless Council determines otherwise.
- (ii) Where the rate for a particular country is deemed to be inadequate because of the high cost of accommodation which is unaffordable, the Deputy Vice Chancellor (PFA) may authorise the reimbursement of the full cost of accommodation in which case the employee shall only be entitled to claim 50% of the rate for such country.
- (iii) The allowance for travel outside Tanzania is non-accountable and is intended to cover costs of accommodation, meals, laundry, local transport, gratuities and incidental expenses. In addition to the allowance, an employee travelling outside Tanzania will be reimbursed for any other reasonable incidental expenses such as the cost of visas, airport tax, and official telephone calls, fax and internet services on production of receipts.
- (iv) An employee attending a meeting, conference, or seminar outside Tanzania on University business where the host organisation provides at no expense to the employee, full accommodation and meals, the employee will not be entitled to the allowance applicable to that country. However, in order to meet out off-pocket expenses such as taxis, laundry etc. an allowance equivalent to 25% of the rate shall be payable.
- (v) Where the host organisation provides accommodation only, or only meals and no accommodation, the University will pay 50% of the rate for that country.
- (vi) The University will reimburse the cost of car hire in respect of the Vice Chancellor, Deputy Vice Chancellors and such staff authorised to utilise car hire facilities by the Deputy Vice Chancellor (PFA) on a case by case basis. Prior approval is required before car hire facilities are utilised.
- (vii) Such incidental expenses shall be supported by receipts and vouchers.
- (viii) If an employee spends a night in transit from one country to another the subsistence allowance payable shall be that applicable to the country from which the employee has departed except in the case of any night spent in transit from Mwanza or Dar es Salaam, in which case the subsistence allowance shall be that applicable to the country to which the employee is going.
- (ix) Where an employee only spends one day on University business outside Tanzania and returns home the same day, the employee shall be reimbursed for reasonable expenses for food and transport against the production of receipts.

13.10 Travel Entertainment Allowance

Where the Vice Chancellor, a Deputy Vice Chancellor, a Dean, Director or employee designated by the Vice Chancellor, a Deputy Vice Chancellor as leader of an official University delegation travelling on an officially sanctioned trip outside Tanzania, the employee shall be entitled to a daily non-taxable entertainment allowance at the prevailing rate.

13.11 Stop-Over Allowance

- (i) Where an employee is proceeding to a course, conference or seminar where the expenses are not met by the host organisation, and an employee is required to spend more than six hours in transit, and room accommodation is not provided by the airline, the employee shall be entitled to Stop-over Allowance equal to half the country subsistence allowance.
- (ii) In the event that the half subsistence allowance does not meet the costs incurred during the stop over, the University will reimburse the additional expenses upon the submission of a claim supported by receipts and voucher.
- (iii) In the event that the Stop-over requires the employee to be in transit for more than 18 hours, the employee may receive the full subsistence allowance for that country.

13.12 Travel Advance

- (i) Employees travelling on duty may apply for a Travel Advance to meet the reasonable expenses incurred whilst away from the University. Generally, applications for a Travel Advance should be made on the prescribed form not later than three (3) working days prior to the commencement of the proposed trip and must be authorised.
- (ii) Upon the employee's return, all Travel Advance funds must be accounted for and supported by valid receipts and vouchers where required, not later than 10 working days after the employee's return. No further Travel Advance will be issued until any outstanding Advance has been retired, and the University reserves the right to deduct the amount of the Travel Advance from the employee's monthly salary without further notice in the month following the employee's return as provided for in Section 8.

13.13 Acting Allowance

- (i) Acting allowance shall be paid if, and only if, the officer acts in a post for 30 days or more, subject to a maximum of 12 months. After 12 months, the one acting has to be confirmed to the post acted upon or another person be appointed if he does not qualify.
- (ii) Acting-allowances for employees, who are appointed to act in positions of Deputy Director and above, shall be calculated at the rate of 10% of the employee substantive basic salary and shall be paid for the duration of the acting appointment, provided that the employee acted in the position for 21 consecutive calendar days. Deans, Deputy Deans and Heads of Departments who are appointed to act shall be paid responsibility allowance at the prevailing rates.
- (iii) Acting allowance shall not be paid to employees acting in a position on the same or equivalent grade to their substantive position.

- (iv) For the purposes of calculation of any terminal benefits due to an employee, the acting allowance shall not be deemed to be part of the employee's aggregate emoluments, provided that where any employee has been in receipt of an acting allowance within three years of retiring from the University, such acting allowance shall be included for the purpose of calculating any pension or gratuity entitlements.
- (v) If an employee acts continuously for 21 days or more and then reverts to his/her substantive post, and if he/she is then appointed to act in the same position within 14 days, he/she will be entitled to an acting allowance and will not be required to act for a further qualifying period of 21 days.

14. HOUSING AND RENTALS

- (i) The University may build, erect, or hire housing for the purpose of accommodating its employees.
- (ii) The University is under no obligation to provide employees with residential accommodation except where the provision of accommodation forms part of an individual's contract of employment as determined by Council.
- (iii) The University has residential units which may be rented by entitled and eligible staff on such terms as may be determined by the housing policy as approved by Council.
- (iv) Entitled staff shall include all employees of the University on academic duties, senior staff, those on Religious/Secular employment or lay volunteers, Heads of Departments and those on special duties as approved by the Vice Chancellor.
- (v) The Eligible staff shall include all employees other than entitled staff.
- (vi) Employees residing in any University housing will be required to enter into a tenancy lease agreement with the University and to abide by the conditions attached thereto and shall authorise the University to deduct from their monthly salary the rental payable monthly.
- (vii) The University reserves the right to withdraw the allocation of a University house to an employee at any time for any breach of the terms and conditions of the lease agreement.

15. TERMINATION OF EMPLOYMENT

15.1 Right to Terminate Employment

A Contract of Employment with the University may be terminated at any time in accordance with the following provisions:

- (i) **Termination upon Retirement**
Upon attaining the age of 60 years an employee shall retire from the pensionable service of the University with full pension rights and shall be paid such amounts as shall be due to the employee in respect of any accrued leave which has not been taken during the period of service with the University, and any amounts due in terms of the employee's entitlements in terms of the University Pension Scheme.
- (ii) **With the permission of the University**, an employee may opt for early retirement after reaching the age of 55 years.
- (iii) The University may require an employee to retire from his/her post upon attainment of the age of 55 years.

15.2 Resignation of Employee

- (i) Employees of the University may terminate their contract of employment at any time, subject to having given the requisite notice as provided for hereinafter or having made a payment in lieu of notice equivalent to the amount of basic salary which would have been earned had the employee served notice.
- (ii) Upon the termination of employment through the resignation of an employee, the employee shall be paid such terminal benefits which are due.

15.3 Notice Periods

The notice periods shall be 90 days in the event of the resignation of an employee or termination of the contract by the University with notice.

15.4 Termination on the Grounds of Poor Performance

- (i) The University may terminate a contract of employment with notice on the grounds of an employee's poor work performance being defined as the failure of an employee to achieve a satisfactory standard of performance in the grade or capacity in which the employee is employed.
- (ii) Employment shall not be terminated on the grounds of poor work performance unless the employee has had two prior written warnings to improve their performance.

15.5 Termination of Employment with notice

- (i) The University may terminate the contract of employment of any employee at any time for the following reasons, subject to notice having been given, or payment made in lieu of notice, as provided for in paragraph 15.3 above:
 - (a) For disciplinary reasons where termination is justified subject to the University's Disciplinary Procedures having been followed.
 - (b) For medical reasons subject to the University giving notice as provided under Section 15.3.
 - (c) For the purpose of reducing the University's work force.
 - (d) Any other reason in the interests of the University's operations.
- (ii) An employee whose contract of employment is terminated shall be paid for any accrued leave not taken during, the employee's service with the University, and any benefits due in terms of the University's Pension Fund and any other benefits to which the employee is entitled.
- (iii) The University may make a payment in lieu of notice and such payment shall be equivalent to the basic gross salary the employee would have earned had the employee served notice.

15.6 Termination of Employment without notice

- (i) A contract of employment of an employee may be terminated without notice in accordance with the provisions and procedures laid down in the University's Disciplinary Procedures.
- (ii) An employee whose contract of employment is terminated without notice shall be paid in respect of any outstanding leave due which has accrued during the period of

service with the University. An employee whose contract of employment is terminated for any act which, in the opinion of the University constitute serious misconduct, or resigns, to avoid such termination, may at the discretion of the Trustees of the Fund, lose part of the benefits due in terms of the Rules of the Fund.

15.7 Waiver of Requirement to Serve Notice

The Vice Chancellor may waive the requirement for an employee to serve notice on termination of employment under special circumstances that warrant such action. The Vice Chancellor shall cause any such waivers to be reported to the Appointments Committee for endorsement.

15.8 Deductions from Terminal Payments

The University may deduct up to 80% from the terminal benefits due to the employee any monies or the value of any property owed to the University by the employee provided that the University shall not be entitled to withhold any pension benefits due to the employee.

16. PENSION FUND AND STAFF SAVINGS SCHEME

16.1 Pension Fund

- (i) The Catholic University of Health and Allied Sciences does not have a University Staff Pension Fund.
- (ii) Full details of the pension schemes available in the country may be obtained from the office of the Director of Human Resources and Administration.

16.2 Staff Savings Scheme for Fixed Contracts

- (i) Citizen employees holding fixed term contract of employment, and non-citizen employees whose contracts of employment provide for an end of contract Staff Savings Scheme shall be entitled to an end of contract Fund from the Staff Savings Scheme at the rates given in the table below:

Contract	Duration	Staff Savings Scheme
1 st	Up to 36 months	25% of total basic salary earned during the period of the contract
2 nd	Not less than 36 months	27% of total basic salary earned during the period of the contract
3 rd and above	Not less than 36 months	30% of total basic salary earned during the period of the contract

- (ii) A staff member recruited on contract terms shall be eligible to receive Funds from Staff Savings Scheme as categorized on 16.2 (i). However; in case the University is contributing 10% to the Pension funds each month, then the amount of Funds from Staff Savings Scheme paid will be the amount shown in 16.2(i) less the amount paid in the Pension Funds. Also, implementation of 27% and 30% shall be subject to availability of funds as per University financial budget.

- (iii) A staff member who fails to complete his/her probationary period shall not be eligible for payment of Funds from Staff Savings Scheme.
- (iv) Where the University terminates the employment of an employee on contract, other than for misconduct, or when an employee ends his contract such an employee shall be entitled to a proportional payment of their Funds from Staff Savings Scheme.
- (v) Provided that upon termination of employment, other than for disciplinary reasons, or when an employee ends his contract the employee's Funds from Staff Savings Scheme shall be calculated on a pro-rata basis from the date upon which the employee commenced his contract.
- (vi) In the event that an employee dies, the proportionate payment of Funds from Staff Savings Scheme shall be payable to a legally appointed recipient.

17. STAFF LOANS

17.1 General-Provisions

- (i) The University does not provide direct financial assistance to staff other than in the form of an advance on salary in the case of emergencies. However, the University has entered into agreements with financial institutions under which the University will consider the provision of financial guarantees to assist employees to purchase a motor vehicle or to purchase or build a principal place of residence.
- (ii) Notwithstanding the generality of the above, the total amount that the University will guarantee on behalf of any employee will be limited to an amount, or amounts, under which the total monthly deductions do not exceed 65% of the employee's gross monthly salary.
- (iii) However, such loan guarantees are granted at the sole discretion of the University and are not a right in terms of employees' terms and conditions of employment. The University reserves the right, at its sole discretion, to cancel, amend, or change the provisions of any loan guarantee scheme without prior consultation with staff.

17.2 Motor Vehicle Advance Guarantee Scheme

- (i) All citizen employees whose conditions of employment provide for gratuity every three years, and contract employees whose contract period is not less than 24 months, are eligible to receive assistance for the purchase of private motor vehicles in terms of the University's Employee Motor Vehicle Loan Guarantee Scheme. The University reserves the right to turn down any application for financial assistance under the Scheme, and the granting of such assistance is at the sole discretion of the University and is not an explicit or implied condition of employment.
- (ii) The University guarantees the loan which is secured from a financial institution and the maximum amount guaranteed will be determined by Council from time to time. Employees may purchase new or used motor vehicles that are not more than ten (10) years old.
- (iii) The repayment period for new and used vehicles shall be determined by Council from time to time provided that in the case of non-citizen contract employees repayment period shall not exceed the remaining period of the contract at the time the vehicle was purchased.

- (iv) Employees of the University will be entitled to only one Motor Vehicle Loan Guarantee under the scheme at a given time. However, employees who have finished paying for a motor vehicle purchased under the scheme may re-apply for another guarantee.
- (v) The Council shall determine from time to time any minimum earning levels for eligibility to apply for a bank guarantee under this section.
- (vi) All motor vehicles bought through the scheme shall be comprehensively insured at the employee's expense and failure to insure the vehicle will result in the University withdrawing the guarantee.

17.3 Residential Property Guarantee Scheme

The University has a Housing Loan Guarantee Scheme under which the University may guarantee a housing loan from recognised financial institutions on behalf of an employee who has completed probationary period or a citizen employee on contract. The University reserves the right to turn down any application for financial assistance under the scheme, and the granting of such assistance is at the sole discretion of the University.

18. TRAINING AND BONDING

- (i) The University attaches great importance to the training of its staff. The University therefore undertakes to provide training to its employees at all levels in order to enhance efficiency and effectiveness in order to achieve its institutional objectives of teaching, research and quality service delivery.
- (ii) The University may decide what specialized training is given to employees locally in Tanzania and in countries other than Tanzania, if funds for the training are available.
- (iii) Long term training will normally be considered for an employee that has completed three years of service but where deemed appropriate may be open to direct employees recruited for the specific job. Criteria for Eligibility and Conditions for training are provided for in the CUHAS Staff Training and Development Policy.
- (iv) Overseas training shall only be awarded to employees of the University who are citizens of Tanzania.
- (v) An employee selected for training within or outside Tanzania, and the training lasts for one year or more, he/she shall be required to give a written undertaking, prior to his/her departure. The undertaking shall state that on completion of his/her studies, he/she will be bound to work for the University for a minimum period of years as stipulated in the CUHAS Staff Training and Development Policy.

19. COMMUNICATION

- (i) The University's main Spokesperson is the Vice Chancellor
- (ii) All communication concerning University business should go through an employee's immediate Supervisor.
- (iii) **Communication with the Chairman of Council**
Any employee of the University who wishes to submit matters for consideration by the Chairman shall submit them in the first instance through his/her

respective Head of Department to the Vice Chancellor for transmission to the Chairman.

(iv) **Communication with the Vice Chancellor**

- (a) Any employee who wishes to submit matters for consideration by the Vice Chancellor shall submit them in the first instance through his respective Departmental Head for transmission to Vice Chancellor through Dean or Director.
- (b) In forwarding communication sent through them, Departmental Head shall give his/her personal opinion/comments on the matters.

(v) **Communication with the Press, Television, Radio and Social Media Outlets**

No employee in their capacity as employees of the University shall, except on the specific authority of the Vice Chancellor communicate with the Press (newspapers), television Radio or social media on any matter concerning the University, whether verbally or through any written communication media.

20. FAMILY CHANGES OF STATUS

- (i) Change of name, nationality, marital status and residence of the employee must be reported within a month.
- (ii) Employees must report any change in family heads, death, and marital status within the same period after the change.
- (iii) The Appointing Authority will require the employee concerned to supply proof thereof.

21. LANGUAGES

The use of Kiswahili and English shall take precedence over the other languages in correspondence, meetings, conferences and other fora. Only when necessity demands warrant shall other languages be used when transacting official business.

22. SALARY ADMINISTRATION

22.1 General

- (i) The Salary scales of contract employees at CUHAS shall be prescribed by the Council and shall be known as CUHAS Salary Scale.
- (ii) The Salary scales shall conform to the Government Minimum Wage regulations but *shall not be confined* to the limits obtained in the Government and Parastatal Sectors.

22.2 Salaries of Contract employees

- (i) Salaries of contract employees will be paid monthly.
- (ii) Normally contract basis of employment require adjustment after expiry of a contract except where the nature of contract depends on research or certain conditions or when the contract worker achieves a higher qualification after

agreement; in which case the current contract is determined and a new one entered into reflecting the new achievements.

- (iii) In Addition to the monthly salary, the University shall contribute both to a Pension scheme and a gratuity to a total sum as provided in 16.2 if so agreed in the Contract for employees less than 55 years.
- (iv) CUHAS shall pay a full gratuity for those above 55 years of age provided that part 16.2 (ii) is observed.

22.3 Forfeiture of Salary of an Employment

An employee who has been absent from duty without permission and fails to produce acceptable reasons for such absence and an employee who is unable to carry out his duties due to his/her inability will be subjected to disciplinary procedures under the Disciplinary Code; which includes forfeiture of his/her salary.

22.4 Leave Salary

An employee proceeding on leave may be paid his/her salary in advance.

22.5 Salary increments on contract employees

- (i) Increments are granted to employees on incremental scales of salary applicable to them on annual basis provided his/her performance in the annual performance appraisal had satisfied the University norms and standards, efficiency and effectiveness. The performance of all employees in the University will be evaluated every year during the contract to determine whether or not they should continue with the contract and whether to renew the contract or not at the expiration of one's contract.
- (ii) Unless otherwise directed, increments and the dates of such increments will be at the beginning of another contract unless a salary adjustment is considered appropriate during the currency of a contract.
- (iii) In the case of an employee's increment being withheld, the Deputy Vice Chancellor (PFA) shall inform the employee of the reasons for doing so. The situation may be reviewed after three months.

22.6 Salary while on training

- (i) While an employee pursues his studies, he/she shall be treated as being on leave of absence for the period required to complete his/her studies away from his duty station. During his studies he will be paid salary and/or allowance, at the University rate of 90% of his/her basic salary. The remaining 10% shall be the student's contribution or as the University may fix from time to time.
- (ii) This shall not be applicable for students on studies while working/ performing normal responsibilities at the normal working station

23. DISCIPLINE

- (i) Every employee of the University shall abide by the provisions of the University Statutes and shall in addition, abide by the specific instructions issued to him by the University either directly or through a Senior Officer.

- (ii) Every employee shall conduct himself or herself in a manner desirable to the good name and image of the University. Any employee failing to conduct himself/herself may be guilty of misconduct and will be subject to disciplinary action as per CUHAS Code of Conduct of 2018.

24. MISCELLANEOUS

- (i) **Report of loss**
 - (a) All losses or suspected loss of the University property shall be reported at once to the Deputy Vice Chancellor (PFA) through immediate supervisors.
 - (b) The Deputy Vice Chancellor (PFA) shall cause investigations to be instituted and if fraud or theft is suspected, issue directions as to whether or not police assistance will be required.
- (ii) **Reporting of an accident**

When an accident occurs that causes injury to any person or damage to property of the University, the matter shall be reported to the Administration immediately.
- (iii) **Reporting accidents to motor vehicle**

The driver of the University vehicles or any employee of the University present at the scene of an accident involving a University vehicle shall report the matter immediately to the Police and to the Officer under whom the driver of the vehicle is working and to head of Administration. The officer shall in turn report the matter to the Deputy Vice Chancellor (PFA) who will in turn report to the Vice Chancellor.
- (iv) **Reporting of serious illness**
 - (a) When an employee is seriously sick his immediate supervisor shall inform the Administration and the Vice Chancellor and the employee's next of kin and keep himself informed of the sick employee's condition.
 - (b) When death occurs to an employee of the University, it shall be reported to the Vice Chancellor and the next of kin by the quickest possible means. Instructions should be sought from the Next of Kin and the Vice Chancellor on how to handle the body of the deceased.

25. AMENDMENTS

This Human Resource Manual is subject to amendments that may be necessary from time to time by the Vice Chancellor with the approval of the Council. It is further subject to amendments by circulars and directives that may be issued from the time to time by the Vice Chancellor in compliance with changes of Government Policy, Civil or Canon Legislation.

FORM FOR ACCEPTANCE OF APPOINTMENT

Acceptance of an appointment of the Academic, Technical and Administrative staff of the university shall be deemed to be acceptance of the foregoing General Conditions of Service. In the case of a new appointment the offer shall be subject to provision of satisfactory medical examination results including X-ray(s) from a registered medical practitioner.

Two copies of this document shall be sent with each offer of appointment which are to be signed by the Appointee, witnessed and returned to the University Directorate/Department of Human Resources.

A: STAFF MEMBER

Entered into this day of 20.....
at and signed by:

(i)
(Name) (Signature)

Who hereby affirms having read the contents therein and understands and agrees to the conditions of employment set down and witnessed by:

(ii)
(Name) (Signature)

.....
(Designation) (Date)

B: ON BEHALF OF THE UNIVERSITY

Entered into this day of 20.....
at and signed by:

.....
(Name)

On behalf of the University in this capacity as:

.....
(Designation)

and witnessed by:

.....
(Name)

.....
(Signature)

.....
(Designation)

.....
(Date)

RETIREMENT GUIDELINES FOR ADMINISTRATIVE AND TECHNICAL STAFF (AGE LIMIT)

1. INTRODUCTION

1.1. Purpose

- 1.1.1 This policy provides a statement of the University's approach to employee retirement with effect from 1st September 2018. The University believes that a clear policy will assist employees in planning for their retirement, or for an extension of their working lives, and will allow for effective succession and activity planning within the University.
- 1.1.2 This policy applies to all employees of Catholic University of Health and Allied Sciences (CUHAS), except for those employees working as academicians.
- 1.1.3 This policy clarifies the different circumstances under which Administrative and Technical staff members may retire. The policy also identifies the circumstances under which an individual may be given employment contract after the age of compulsory retirement.

1.2 Statement of Policy

- 1.2.1 The University aspires to the highest levels of excellence in academics, research and consultancy. It is important that in striving to achieve these aims; Departments, Schools and Directorates can plan their staffing structures to allow maximum effectiveness across these activities, whilst considering the wishes of individual employees in relation to their work plans.

1.3 Retirement options

- 1.3.1 **Normal Retirement:** As matter of policy and in accordance with Tanzanian Employment and Labour Laws, the age of compulsory retirement is 60 years. This will be used as the base for Social Security Fund to all CUHAS employees. With exception of Academic and Administrative/ Technical staff directly involved in academic activities all other staff must retire at this age.

- 1.3.1.1 The normal retirement date is the end of the month following the general staff member's 60th birthday. For Administrative and Technical staff involved directly in academic

activities like Prosector and Health Scientist, the normal retirement date is the end of the academic year after reaching age 60 (usually 31st August of the academic year in which a University officer reaches the age of 60). Employees should notify Pension Fund at least six months prior to their anticipated retirement date. Written notice to University Management should follow the terms of agreement, if applicable.

1.3.1.2 In addition to normal retirement, a number of other options are available including early retirement, post-retirement employment.

1.3.2 Early Retirement

1.3.2.1 Any employee may retire before their normal retirement date in accordance with Tanzanian Employment and Labour Laws. Early retirement arises when a staff member decides to retire after his or her 55th birthday and before the end of the year he or she turns 60. A staff member may elect to retire at any time after attaining the age of 55 years. The required notice must be given.

1.3.2.2 Early retirement may also arise for operational and/or transformational reasons when deemed necessary by the University Management. This can take place any time after the staff member attains the age of 55 and before the year in which they turn 60. Reasons for early retirement by Management include:

- i. To facilitate the reorganization of an area or unit;
- ii. In order to retain or advance staff who are promotable;
- iii. To advance an employment equity plan, or for employment equity reasons.

1.3.3 Post retirement

1.3.3.1 Post-retirement employments are exceptional and not normal. The contract will not extend beyond the year in which the individual turns 70. Post retirement is the Re-employment or Re-engagement of Retired Administrative and Technical staff directly involved in teaching. It is recognized that there will be occasions when an individual has fully retired from the University or any other Institution but the University wishes to return or employ them on contract terms or via the Temporary Employment Service.

1.3.3.1.1 An Administrative and Technical staff directly involved in teaching who wishes to continue their employment for a limited period of time beyond the normal retirement age should discuss their intentions with the relevant University Management at the

earliest opportunity. If they wish to proceed, relevant request must be submitted to the Appointing Authority at least six months prior to the intended employment. The request will be considered against the evaluative criteria set on part 1.3.3.2 with regard to the University's needs and requirements, including the need for such contracts to be objectively justified

1.3.3.2 In exceptional circumstances, particularly where it is important to avoid or lessen the loss of expertise of Administrative and Technical the owner though the University Council has discretion to retain staff or extend a contract to a retired staff, when they deem it necessary on the following grounds:

- i. Where the employment takes place in order to undertake or finish a specific project. The contract must specify an end date in all cases.
- ii. Where there is an identified need to transfer specific knowledge and skills or for mentorship purpose. Clear objectives and outcomes must be detailed in the contract and monitored. The post- contract must specify an end date.
- iii. Where, as a result of scarce skills, it is difficult or impossible operationally to find an individual in the short term who can be employed to the post. The skills must be identified and a plan put forward to accommodate for the transfer of skills and/or for the future accommodation of the scarcity of the skills. The contract must specify an end date:
- iv. The employment is subject to normal recruitment and selection criteria.
- v. Conditions of service pertaining to the contract will be adhered to.
- vi. Any medical aid subsidy will not be awarded during such time as the 'retiree' is employed full time at CUHAS especially when the employee is covered by NHIF card for retirees.

CUHAS TRAVEL ALLOWANCES (PER DIEM) WITHIN TANZANIA

(From 1st September 2022)

S/N	SALARY SCALE	CITY AND MUNICIPAL	REGIONAL HEAD QUARTERS AND DISTRICT HEAD QUARTERS	OTHER PLACES
1.	VC, DVCs	180,000/=	150,000/=	130,000/=
2.	BSSA 13 - BSSA 21 BSSN 15 - BSSN 21	150,000/=	130,000/=	110,000/=
3.	BSSA 12 BSSN 10 - BSSN 14	130,000/=	110,000/=	85,000/=
4.	BSSN 1 - BSSN 9	110,000/=	95,000/=	65,000/=

CURRENT CUHAS TRAVEL ALLOWANCES (PER DIEM) OUTSIDE TANZANIA

(From 1st September 2017)

S/N	SALARY SCALE	CATEGORY A	CATEGORY B	EAST AFRICA
1.	CHIEF EXECUTIVE	\$420	\$370	\$300
2.	DVCs	\$365	\$310	\$240
3.	BSSA 13 - BSSA 21 BSSN 15 - BSSN 21	\$310	\$260	\$200
4.	BSSA 12 BSSN 10 - BSSN 14	\$250	\$220	\$170
5.	BSSN 1 - BSSN 9	\$200	\$180	\$140

Zones for the Purpose of Foreign Travel Per Diems

CATEGORY A	CATEGORY C (East Africa)
1. Australia (AUL Dollar)	1. Burundi (Burundi Franc)
2. Austria (Euro)	2. Kenya (Kenyan Shilling)
3. Belgium (Euro)	3. Rwanda (Rwanda Franc)
4. Canada (Canadian Dollar)	4. Uganda
5. Denmark (Danish Krone)	
6. Finland (Danish Krone)	
7. France (Euro)	
8. Germany (Euro)	
9. Grenada (E. A. Dollar)	
10. Israel (Shekel)	
11. Italy (Euro)	
12. Japan (Yen)	
13. Mexico (Mexican Peso)	
14. Netherlands (Euro)	
15. Norway (Norwegian Krone)	
16. Saudi Arabia (Saudi Riyal)	
17. Spain	
18. Sweden	
19. Switzerland	
20. Russian Federation (Russian Rouble)	
21. United Arab Emirates (UAE)	
22. United Kingdom	
23. USA (US Dollar)	

CATEGORY B		
1. Aden	52. Ecuador (US Dollar)	103. Moldova (Moldovan Leu)
2. Afghanistan (Afghani)	53. Egypt (Egyptian Pound)	104. Monaco (Euro)
3. Albania (Albania Lek (e))	54. El Salvador (ELS Colon)	105. Mongolia (Mongolian Tugrik)
4. Algeria	55. Equatorial Guinea (CFA Franc)	106. Montserrat (E. C. Dollar)
5. American Samoa (US Dollar)	56. Eritrea (Nafka)	107. Morocco (Morocco Dirham)
6. Angola	57. Ethiopia (Ethiopian Birr)	108. Mozambique (Metical)
7. Anguilla (E. C. Dollar)	58. Fiji (Fiji Dollar)	109. Namibia (Namibia Dollar)
8. Antigua (E. C. Dollar)	59. Gabon (CFA Franc)	110. Nepal (Nepalese Rupee)
9. Argentina	60. Gambia (Gambian Dalasi)	111. New Caledonia (CFP Franc)
10. Armenia (Armenian Dram)	61. Georgia, Republic of	112. New Saldonia
11. Aruba (N. A. Gulder)	62. Ghana (Ghanaian Cedi)	113. New Zealand
12. Azerbaijan (AZE Manat)	63. Greece (Euro)	114. Nicaragua (Cordaba Oro)
13. Bahamas (Bahamian Dollar)	64. Greenland (Danish Krone)	115. Niger (CFA Franc)
14. Bahrain (Bahraini Dinar)	65. Guadeloupe	116. Nigeria (Naira)
15. Bangladesh (Bangladesh Taka)	66. Guatemala (Quetzal (es))	117. Oman (Rial Omani)
16. Barbados (Barbados Dollar)	67. Guinea	118. Pakistan (Pakistani Rupee)
17. Belarus (Belarusian Ruble)	68. Guinea Bissau	119. Palau (US Dollar)
18. Belize (Belize Dollar)	69. Guyana (Guyana Dollar)	120. Panama (Balboa)
19. Benin (CFA Franc)	70. Haiti (Gouder)	121. Papua New Guinea (Kina)
20. Bermuda (Bermuda Dollar)	71. Honduras	122. Paraguay (Guarani)
21. Bhutan (Bhutan Ngultrum)	72. Hong Kong (Hong Kong Dollar)	123. Peru (Nuevo Sol)
22. Bolivia (Boliviano)	73. Hungary (Forint)	124. Philippines (Philippine Peso)
23. Bosnia and Herzegovina	74. Iceland	125. Poland (Poland Zloty)
24. Botswana (Botswana Pula)	75. India (Indian Rupee)	126. Portugal
25. Brazil (Brazilian Real)	76. Indonesia (Rupiah)	127. Puerto Rico (Us Dollar)
26. British Virgin Islands (US Dollar)	77. Iran (Iranian Rial)	128. Qatar (Qatari Rial)
27. Brunei (Brunei Dollar)	78. Iraq (Iraqi Dinar)	129. Reunion (Euro)
28. Bulgaria (New Lev)	79. Ireland (Euro)	130. Romania (Leu)
29. Burkina Faso (CFA Franc)	80. Jamaica (Jamaica Dollar)	131. Samoa (Tala)
30. Cambodia (Cambodian Riel)	81. Jordan (Jordanian Dinar)	132. Sao Tome and Principe (Dobra)
31. Cameroon (CFA Franc)	82. Kazakhstan (Tenge)	133. Senegal
32. Canary Island (Euro)	83. Korea, Dem. Peo. of	134. Seychelles
33. Cape Verde (CB Escudo)	84. Korea, Republic of ()	135. Sierra Leone
34. Cayman Island (Cayman \$l.)	85. Kuwait (Kuwaiti Dinar)	136. Singapore
35. Central African Rep. (CAR)	86. Laos	137. Somalia
36. Chad	87. Lebanon (Lebanes Pound)	138. South Africa
37. Chile	88. Lesotho (Loti)	139. Sri Lanka
38. China (Yuan)	89. Libyan Arab Jamhiriya (Dinar)	140. Sudan
39. Colombia (Colombian Peso)	90. Lithuania (Lithuania Litas)	141. Swaziland
40. Comoros (Comoros Franc)	91. Liberia (Liberian Dollar)	142. Syria
41. Congo (CFA Franc)	92. Luxembourg (Euro)	143. Tahiti

42. Congo DRC	93. Macedonia (fyrom) (Denar)	144. Thailand
43. Cook Island (NZE Dollar)	94. Madagascar	145. Togo
44. Costa Rica (COS Colon)	95. Malawi (Malawi Kwacha)	146. Turkey
45. Cote d'Ivoire	96. Malaysia (Ringgit)	147. Vietnam
46. Croatia, Republic of (kuna)	97. Maldives (Rufiyaa)	148. Virgin Island (U.S.A) (US\$)
47. Cuba (Cuban Peso)	98. Mali (CFA Franc)	149. Yugoslavia (Dinar)
48. Cyprus (Cyprus Pound)	99. Malta (Maltese Lira)	
49. Czech Republic (Czech Koruna)	100. Martinique	
50. Djibouti (Djibouti Francs)	101. Mauritania (Ouguiya)	
51. Dominican Republic	102. Mauritius (Mauritius Rupee)	

VOLUNTEERS POLICY AND PROCEDURES

2. INTRODUCTION

2.1. Purpose

This policy is designed to enable the University to accept volunteers, reduce volunteer risk and protect the interests of the University, its volunteers, and the community it serves. The policy addresses the different issues you may encounter in the process of engage university volunteers; it also provides uniform procedures for screening and engaging volunteers.

2.2. Definitions

For the purposes of this policy, terms are defined as follows:

- i. *"Agency of the University"* is an individual acting on behalf of the university
- ii. *"University Volunteer"* is defined as any individual who is authorized by a University department or unit to perform humanitarian, charitable or public services directly related to the business of the University to support the university or to gain personal or professional experience in specific endeavors without the expectations of compensation.
- iii. *"You"* is an individual who, on behalf of the university, is engaging or seeking to engage as a university volunteer.
- iv. *"Volunteers' Agreement"* is a description of the arrangement between CUHAS, its department or Unit and the volunteer, in relation to the Volunteer's voluntary work. The intention of this agreement is to assure the volunteer that CUHAS appreciates his/her intention to volunteer with university and to indicate CUHAS's commitment to do the best we can to make the volunteer's experience with CUHAS a positive and a rewarding one.
- v. *"Sponsoring Department or Unit"* is an institution, organization or person that is responsible for the volunteer, during his/her volunteer period at CUHAS in terms of finance and other liabilities.
- vi. *"Sensitive Populations"* are individuals under 18 years of age, patients receiving care in any clinical setting, and other individuals entitled to enhanced supervision or protection based on University practice or laws of the Country.

- vii. *"Unsupervised"* Is the instance in which the volunteer will, for any period of time, have access to liquid assets of the University without the physical presence of a supervising University employee.
- viii. "University" means Catholic University of Health and Allied Sciences (CUHAS)
- ix. "University Official" means Deputy Vice Chancellor – Planning, Finance and Administration or any other person who has been assigned to perform the duties of the Deputy Vice Chancellor – Planning, Finance and Administration in his absence or on behalf of him.

2.3. Eligibility

Any individual is eligible to serve as a University volunteer, subject to the following eligibility requirements:

- The individual must have adequate qualifications, experience and training for the task(s) he or she will be asked to perform as a University volunteer;
- A current employee may not serve as a University volunteer in any capacity in which he or she is employed at the University, or which is essentially similar to or related to the individual's regular work at the University.
- University volunteers may not replace employee positions or impair the employment of a University position.
- A non-student under the age of eighteen (18) may only become a university volunteer for services for which a Volunteer Agreement is not necessary (see Services Not Requiring a Volunteer Agreement below), and only with the written consent of a parent or legal guardian.
- An individual who will be working with sensitive populations or who will have unsupervised access to cash, cheques or other forms of liquid assets for the University may only become a University volunteer after the completion of a satisfactory background check. Human Resources will perform the background check upon request of the sponsoring department or unit and after receipt of a consent signed by the potential volunteer. The sponsoring department or unit is responsible for the cost.
- A university volunteer must be insured

- A foreign volunteer will also requires to abide to all regulation stipulated in Immigration act NO 7 of 1995 section 15 and 16

2.4. Services Covered

The following segments of this document specify two types of services, based on the varying degrees of risk associated with each: services requiring a Volunteer Agreement; and prohibited activities (those which a university volunteer must generally never perform). The lists that follow are not exhaustive; they are intended to provide guidelines when considering University volunteer engagements.

2.5. Services requiring a Volunteer Agreement

For the following activities, volunteers are generally required to complete a Volunteer Agreement (see Forms).

I. Low-risk activities such as:

- Clerical work
- Library volunteer
- Assistant Lecturer/Lecturer/Senior Lecturer/Professor (excluding those working in Clinics and Laboratories).
- Receptionist/ Telephone Operator

II. Risk activities such as:

- Laboratory work
- Professional services, such as those performed by accountants, doctors (working in clinical areas), engineers, etc.
- Travel of any kind
- Work with animals
- Work with confidential information
- Work with minors, other than CUHAS students or applicants to CUHAS

2.6. Prohibited Activities

University volunteers are prohibited from performing any of the following activities in the course and scope of their authorized activities:

- Operating heavy equipment;

- Operating University or Government - owned vehicles except with the express written permission of a University official;
- Working with hazardous materials, including stored energy (e.g., steam, electricity, hydraulics); and
- Entering into any contract on behalf of the University.
- Representing the University to third parties, without written permission from the relevant authorities.

3. PROCEDURES FOR SELECTING AND ENGAGING A UNIVERSITY VOLUNTEER

When engaging a university volunteer, it is the department's/unit's responsibility to be certain the individual has adequate experience, qualifications and training for the task he or she will be required to perform as stated under Eligibility and to adhere to the following procedures which are suggested, to ensure that the selection process is satisfactory.

1. Complete a Description of Volunteer Service for your university volunteer position before recruitment (see Forms).
2. Determine if a volunteer agreement is necessary (see the Services Not Requiring a Volunteer Agreement, Services Requiring a Volunteer Agreement, and the Prohibited Activities segments of this document).
3. If an agreement is necessary, ask each potential university volunteer to complete a Volunteer Profile (see Forms).
4. At your discretion, you may ask the individual to complete a Volunteer Profile even if no agreement is necessary.
5. Ascertain whether the individual is at least eighteen years of age. If so, continue to step 7.
6. If the individual is between fifteen and eighteen years of age, he or she may only become a university volunteer for services that do not require a Volunteer Agreement (individuals under fifteen may not volunteer for services). In these cases a Parental Consent Form must also be completed (see Forms).
7. When your unit accepts an individual as a university volunteer, explain the description of duties and, if appropriate, the Volunteer Agreement. Fill in your unit's name on the agreement (see Forms).
8. When an agreement is warranted, have the individual sign it, and provide a copy, with the Description of Volunteer Service attached.

9. Forward a copy of the signed Volunteer Agreement, with the Description of Volunteer Services attached, to Human Resources Office.
10. Retain any forms completed during the above procedures, as well as copies of any attachments, for a period of three (3) years from the date of the university volunteer's separation.
11. Determine whether the University volunteer has completed a background check as appropriate. Volunteers who do not agree to criminal background checks in such assignments should be refused an assignment.
12. Provide appropriate orientation for University volunteers prior to commencing services, including review and explanation of relevant University policies and departmental or unit procedures and any safety concerns.
13. All University volunteers must be sponsored, supervised, and documented by their sponsoring University department or unit.
14. Consistent with the University Polices, Manual and Regulations; University employees shall not discriminate against volunteers on the basis of race, color, , religion, gender, age, national origin, disability, military veteran status, political affiliation.

4. CONFIDENTIALITY

A University volunteer at all times shall observe the strictest secrecy in relation to all messages, accounts, communications, business and other matters whatsoever from time to time transmitted, kept, made, communicated or done by him/her or coming to his/her knowledge in the course of or during his/her volunteer with the University. Also the University Volunteer shall not whether during or after his/her volunteer service with University, without the consent of the University disclose, divulge, or make known to any person or persons whosoever any such messages, accounts communications, business or any other official matters unless compelled to do so by a Court of Law or other competent tribunal.

5. LIABILITY AND INDEMNIFICATION

Indemnification is provided to university volunteers in the same manner as is applicable to employees, that is: for acts or omissions arising within the scope of the volunteer's performance of specifically authorized duties or assignments on behalf of the university. In order to ensure adequate documentation, it is important that the department or unit engaging the university volunteer provide a copy of the Volunteer Agreement (with the Description of Volunteer Services attached) to the Office Human Resources.

6. PAYMENTS TO UNIVERSITY VOLUNTEERS

Payment for volunteers' services is not allowed. However, the university will reimburse university volunteers for actual and reasonable expenses, following standard university reimbursement guidelines. The university also allows an honorarium to be awarded to a university volunteer. An honorarium is not a payment for services or fee charged, but an award primarily intended to confer distinction or to symbolize respect, esteem, or admiration. The amount to be paid as honorarium is gratuitous; consequently it is not calculated in relation to the service rendered by the volunteer.

7. RESPONSIBILITIES AND RIGHTS

The major responsibilities for each party has in connection with University Policy for Volunteers, are as follows:

You: Recruit, screen, and engage university volunteers using the procedures specified in the University Policy for Volunteers.

Office of Human Resources: Determine when exceptions to this policy exist, Provide policy clarification, Consult with departments and units regarding the application of this policy.

University Volunteer: Refrain from engaging in activities that are not specified in your CUHAS University Volunteers' Duty Description, if provided.

As an agent of the University, volunteers shall abide by all University policies and any other laws and regulations that govern their actions including, but not limited to, those relating to ethical behavior, safety, confidentiality, protected health and student information, computer use, financial responsibility, and drug use.

University volunteers are not covered by the Employment and Labour Relations Act and are not considered University employees for any purpose. Therefore, University volunteers are not eligible for compensation or any University benefits as a result of their volunteer association with the University.

8. TERMINATION

A University volunteer's service may be terminated at any time and without prior notice.

FORM 1: DESCRIPTION OF VOLUNTEER SERVICE

Department/ Unit Name:Date:

University Volunteer's Name:

University Volunteer's Duty 1:

University Volunteer's Duty 2:

University Volunteer's Duty 3:

University Volunteer's Duty 4:

University Volunteer's Duty 5:

University Volunteer's Duty 6:

Other Duties:

Specialized Skills Expected From

This University Volunteer:

Notes:

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

University Volunteer's Signature: Date:

Parental Signature, if University Volunteer is under 18 years age:

FORM 2: UNIVERSITY VOLUNTEER PARENTAL CONSENT FORM

By signing below,

I, hereby attest to the following:

1. I am the legal guardian of, who is under eighteen years of age.
2. I give my consent for to volunteer his/her services to fromto, according to the CUHAS University Volunteer Description of Services, which I have read and signed.
3. I understand that as a volunteer, is not entitled to any employee benefits, including Worker's Compensation.
4. I take full responsibility for any and all actions of during his/her volunteer service to Catholic University of Health and Allied Science (CUHAS)

Date: Signature:

.....

CATHOLIC UNIVERSITY OF HEALTH AND ALLIED SCIENCES (CUHAS)

FORM 3: UNIVERSITY VOLUNTEER AGREEMENT

We are pleased that you have decided to volunteer your services to CUHAS in the Department of(Hereinafter referred to as "CUHAS").

Please affirm your acceptance of the terms of this agreement, stated below, with your signature. Also, please accept our sincere thanks for your valuable contribution to CUHAS.

1. I agree that as a university volunteer my participation in the activities outlined in the attached CUHAS Description of Volunteer Duties is without valuable consideration. That document shall be considered a part of this agreement.
2. I understand that the university shall have the right to release me as a university volunteer without prior notice and I have obligations to observe confidentiality for all university information that I came across with during my volunteer time. I understand that I do not have a formal work appointment for those particular services.
3. I understand that as a university volunteer CUHAS is not obliged to provide me with accident or medical insurance and is therefore not responsible for any accident or medical expenses incurred by me. Further, I understand that I am neither covered by Workers' Compensation nor entitled to employee benefits as a result of my university volunteer affiliation.
4. CUHAS agrees to provide me with third party liability insurance to protect me from any claims filed against me related to the duties described in the attached CUHAS University Description of Volunteer Duties. In exchange I, on behalf of myself, my heirs, and my representatives do hereby release, indemnify, and hold harmless CUHAS or any of its officers, agents, or employees from any and liability, damage, or claim of any nature that arises out of or related to my volunteer activities.
5. I am aware of the terms and conditions of this agreement and am signing this agreement of my own free will. Further, by signing this agreement I attest to the fact that I am eighteen years of age or older.
6. This agreement is valid from to
(no greater than two (2) years).

University Volunteer's Signature: Date:

Home Address:

.....

Phone:

(Sign two copies, one to be provided to the university volunteer and the other one remain with the department/Units. Retain this agreement for three years from university volunteer separation).

EDUCATION AND TRAINING

RELEVANT EDUCATION:

RELEVANT TRAINING, SKILLS, EXPERIENCE:

REFERENCES (LIST THREE PEOPLE, OTHER THAN RELATIVES OR FRIENDS, WHO HAVE KNOWLEDGE OF YOUR EXPERIENCE AND/OR EDUCATION)

NAME	POSTAL ADDRESS	EMAIL ADDRESS	PHONE NUMBER
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1.

2.

3.

I certify that all statements contained in this application are true. I also agree that if I am accepted as a volunteer, I will abide by all regulations of the university.

Date: Signature: