



HUMAN RESOURCE MANUAL

2020

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DEFINITIONS

“ART” means Antiretroviral therapy and **“ARV”** means Antiretroviral drugs

“Board” or **“Board of Directors”** means the Board of Directors of TABIO

“Board Director” means a member of the Board of Directors not an employee of TABIO

“Dependent” is a relative or family relative or any another person that is fully supported by the employee and has been pre-registered in the personal file.

“DSA” means daily subsistence allowance to cover reasonable costs of employees on work travel out of station.

“Employee” generally means any individual person engaged by TABIO on a contract basis to undertake a specific set of functions for or at TABIO

“Employer” means the Board of Directors of TABIO.

“Coordinator” means the Executive Director of TABIO, who has been delegated responsibility to manage the day to day affairs of TABIO.

“Family” means an employee, his/her spouse/partner, and legal children under the age of 18 years or 22 years if children are engaged in full time education.

“HR” means the Human resource.

“HR Manual” means the TABIO (HR) Manual.

“Long term contract employee” – means an employee of TABIO working full time with a continuous contract of one year and above or as stipulated in the country’s Labour laws.

“Management” means the executive authority of the organization vested in the Coordinator.

“Management team” means a grouping headed by the Coordinator and consisting of Head of Programmes, and senior Officers, whose exact composition may be adjusted from time to time by the Coordinator.

“Organization” means Tanzania Alliance for Biodiversity.

“Partners” means an organization or other entity with whom TABIO formally collaborates in the pursuit of a common aim.

“Policies” means the TABIO Human Resource Manual, Financial Regulations and other major policies as may be established and amended from time to time by the Board of Directors.

“Probation” means the period of initial employment, during which appointment to the position is yet to be confirmed by the employer.

“Published information” means information that the Coordinator has authorized to be published as an official publication of TABIO, or to be placed on the organizational website, or has issued through an official statement.

“Relative” or **“Family Relative”** means spouse or live-in partner, parents or grandparents, children or grandchildren, siblings or cousins, nephews or nieces, uncles or aunts, parents in law or siblings in law.

“Staff” is a general term to mean employees, consultants, interns and volunteers provided a contract to perform a function at or for TABIO, unless stated or the context suggests otherwise.

“Supervisor” means an employee responsible for overseeing and supporting the work of subordinate employee(s)

“TABIO” means Tanzania Alliance for Biodiversity

“UN” means The United Nations.

“Working day” means a day in which an employee would normally be required to work (i.e. Monday to Friday). A week has 5 working days, except for public holidays.

The TABIO Human Resource (HR) Manual shall be the guiding document for regulating staff engagement at TABIO. All staff at TABIO shall be recruited and engaged and shall operate under the conditions and terms stipulated herein, unless a different arrangement has been prior agreed in writing with the Board.

1. INTRODUCTION

1.1 Status

Tanzania Alliance for Biodiversity (TABIO) is a Non-Governmental Organization registered under the non-Governmental Organization Act, 2002 made under section (12) (2) of the Act No 24 of 2002 with registration certificate number 00NGO0008925. The organization's activities throughout mainland Tanzania are managed through TABIO.

The policy will be the first personnel policy to be applicable by TABIO since its registration. The policy provides guidance on the procedures to be followed in dealing with matters relating to TABIO staff.

1.2 Mission

TABIO endeavors to conserve and protect agricultural biodiversity (agro-biodiversity) through promotion of environmentally friendly farming systems to improve food sovereignty for all people.

1.3 Vision

TABIO envisions suitable agricultural systems that guarantee food sovereignty and agro-biodiversity conservation in Tanzania.

1.4 Purpose and application

This Human Resource (HR) Manual has been prepared to enable the application of fair, consistent and equitable terms and conditions for all employees. The terms of the HR Manual apply to each staff member unless, with the consent of the Board, it is stated otherwise in his or her signed employment contract.

1.5 Considerations shaping policies

The conditions of service have been developed with reference to and in consideration of the following:

- Statutory regulations and obligations
- The TABIO Vision, Mission and Values
- Policies and practices in similar organizations
- Seeking to assure long term sustainability of TABIO
- Seeking to provide a supportive working environment

1.6 Setting of Policies

The major policies and regulations of TABIO shall be set by the Board consistent with TABIO Constitution. The Board reserves the right to revoke, add or amend the Human Resource Manual and other policies at any time as it deems fit. The manner in which staff may suggest changes to the policies is provided for in the Governance and Management Policies.

1.7 Compliance

1.7.1 All TABIO employees are required to read, understand, abide by and promote organizational policies. Ignorance of the policies or specific part thereof shall not constitute a defense. Where specific responsibilities are delineated, officers or persons responsible shall discharge their responsibilities fully in accordance with the policies. Non-compliance with the policies or any part thereof shall constitute a breach of employment contract and the Code of Conduct as specified herein.

1.7.2 Coordinator and the other members of the Management Team, shall have primary responsibility of promoting and explaining the policies and ensuring that all staff understand, appreciate and comply with the policies.

1.7.3 Any employee who has knowledge of non-compliance of the policies shall be responsible for promptly alerting his/her Supervisor and/or Coordinator of the matter. Where the Coordinator is not in compliance, and has not rectified the breach once raised with him/her, the matter should be raised with the Board Chairperson.

1.7.4 Any employee who through gross negligence, misappropriation or misapplication of resources, or other significant non-compliance of the Regulations causes loss or damage to TABIO may be held personally liable, and shall be subject to reimbursement of loss/damage to TABIO and/or face other disciplinary action. The Coordinator (or where the matter concerns the Coordinator, then the Board of Directors) shall make such determinations in a fair and consistent manner, and provide reasons for the determination in writing. The employee concerned shall have right to a fair hearing and right to appeal in accordance with applicable provisions for the same as set forth in the policies and these regulations.

1.7.5 In the interest of transparency, accountability and communication, and to aid institutional memory, all employees at TABIO shall strive to ensure clear, thorough, accurate and succinct documentation of policy application. Both requests and determinations should refer to specific policy applied to the extent possible.

2. CODE OF CONDUCT

2.1 Purpose

The purpose of the Code of Conduct is to promote and safeguard the interests of TABIO, and create conditions for all employees to conduct themselves with integrity and work together to create a productive working environment and get things done with quality. Failure to comply with the Code of Conduct shall be considered a breach of the terms of employment and warrant disciplinary action and/or termination of contract.

2.2 Discharge of duties

Every employee shall discharge the duties entrusted to him/her with the highest degree of excellence, professionalism, skill, punctuality, integrity and loyalty to TABIO. Every employee shall comply with all lawful instructions regarding the work of TABIO given to him/her by the Board of Directors, Coordinator and/or Supervisor as the case may be. Every employee shall devote working hours to the work of TABIO, and may not undertake private work, unless duly authorized in writing by the Coordinator.

2.3 Learning and development

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

2.4 Reputation of TABIO

All employees shall at all times act in a manner that shall enhance the reputation, values and wellbeing of TABIO. No employee shall act in a manner that could bring the reputation of TABIO into disrepute or otherwise jeopardize its standing.

2.5 Mutual respect and non-discrimination

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

2.6 Zero tolerance for corruption

TABIO has zero tolerance for corruption, theft, fraud and dishonesty. No employee may request, induce, demand or accept gifts, financial or otherwise, for actual or perceived direct or indirect performance of assigned responsibilities. All gifts received by TABIO or employees in the course of working at TABIO shall be reported to management and duly registered in the **Gift Register**. No employee may falsify or otherwise provide false information. An employee who engages in such illegal actions shall be subject to termination on misconduct. An employee who has caused loss to TABIO through such illegal actions may additionally be held liable for reimbursing the cost of the loss or damage caused.

2.7 Conflict of interest

All employees shall fully comply with the Organization's **Conflict of Interest Policy**, which seeks to avoid actual, potential or apparent conflict of interest and requires full disclosure of affiliations with other organizations, companies and/or associations.

2.8 Use and care of TABIO property

TABIO properties, logos, domains, equipment and other assets may only be used for the work of the Organization, unless authorized otherwise in writing by the Board or Coordinator as the case may be. The Official Seal and Stamp of TABIO may only be used by the Coordinator or officers designated by him/her to do so in writing. All employees shall safeguard all properties and materials entrusted to them, fully document their allocation and movement, and exercise the utmost care in their use.

2.9 Representation and delegation

The spokesperson for TABIO shall be the Coordinator. No employee, consultant, intern or other staff shall, without the express authority of the Coordinator, speak with the media, publish or make other or transmit official statements on behalf of TABIO and/or its projects. All official publications or statements of TABIO shall be signed by the Coordinator or an employee delegated by him/her in writing. Notwithstanding these provisions, employees may share prior published or approved information with third parties without prior permission.

2.10 Confidentiality

2.10.1 All employees shall maintain confidentiality at all times. No employee may disclose, transmit or otherwise share any unpublished information in any form related to the work of TABIO or its staff/partners which come to his/her knowledge as a result of his/her employment. Particular care shall be taken not to disclose, furnish or give any information to unauthorized persons that may harm the reputation or interests of TABIO. This provision applies during and after employment.

2.10.2 Individual staff salary and benefit levels, annual staff appraisals and decisions regarding promotion, demotion or other disciplinary action shall be confidential.

2.10.3 Every employee of TABIO may be asked to sign a declaration of confidentiality and any breach of confidentiality shall lead to disciplinary and/or legal action.

2.10.4 Upon termination of contract, no employee may take any unpublished information in any form (physical, electronic or otherwise) with him/her or continue to use/access any electronic or web resources that were made available to him/her by virtue of their association with TABIO.

2.10.5 The employee must relinquish all passwords he/she had acquired through their affiliation with TABIO on or before their last day of working at/with TABIO; and may not use passwords after the termination of contract or share passwords with any other party.

2.10.6 The Coordinator may from time to time as needed issue general or specific guidance regarding confidentiality and disclosure.

2.11 Integrity

Each employee at all times shall be truthful and disclose relevant information regarding their conduct and ability. Any employee who makes false statements, provides misleading information or withholds information relevant to their discharge of duties at or reputation of TABIO shall be considered to have violated this Code of Conduct and be subject to disciplinary action.

3. RECRUITMENT

3.1 Purpose

TABIO shall at all times seek to recruit the best person for authorized vacancies without favour or bias. The recruitment policy aims to ensure that recruitment is done in manner that is effective, efficient, fair and transparent.

3.2 Categories of contractual engagement

There are several categories of contractual engagement at TABIO, as outlined below.

Long Term Contract Employee: An employee appointed on a full-time basis for an established staff position for a period exceeding six months.

Temporary or Part-Time Employee: An employee who is engaged for a continuous period of less than six months or an employee who is engaged for three or less days per week.

Intern: A person who contributes to the work of TABIO primarily for learning purposes and to gain from the experience, and not entitled to benefits of part-time or long-term contract employees.

Volunteer: A person who voluntarily contributes to the work of TABIO at no charge, and not entitled to benefits of part-time or long-term contract employees.

Consultant: A professional who provides advice or services to TABIO in a particular area of expertise for a specific period of time, usually for the delivery of a specific set of outputs, for fee specified in the contract of engagement, and not entitled to benefits of part-time or long-term contract employees.

Casual Labourer: A non-professional person who performs a specific support or clerical task for a specified short period for TABIO, and not entitled to benefits of part-time or long-term contract employees

3.3 Staff establishment

3.3.1 Staff position that fulfils a critical function at TABIO for a period expected of 12 or more months shall be designated as part of the 'staff establishment'. Positions of shorter periods, temporary nature or not mission-critical tasks shall normally not be considered as part of the staff establishment.

3.3.2 Board shall towards the end of each year, upon the recommendation of the Coordinator, consider and approve the staff establishment for the following year. The staff establishment shall consist of the number of posts, the title of each post, a brief summary of the post, and the designated Grade level of the post consistent with TABIO policies. In preparing the staff establishment for Board approval, the Coordinator shall consider the functions required in the approved Organizational Strategy and Annual Plan (and budget), equity and fairness in relation to other staff, and long-term sustainability.

3.3.3 The Coordinator may from time to time request the Board to alter the staff establishment where this serves the evolving interests of the organization and can be accommodated for in the budget.

3.3.4 Upon approval of the staff establishment the Finance and Administrative Officer with support by the Assistant Human Resource Officer shall develop a job description for the post, in accordance with TABIO standards, and submit for approval to the Appointing Authority.

3.4 Appointing authorities

3.4.1 The applicable appointing authorities are shown below:

Position	Appointing Authority
Coordinator	Board of Directors
Head of Programmes and Programme Officers	Coordinator in consultation with the Board Chairperson
Other employees	Coordinator in consultation with the Board Chairperson

3.4.2 Appointments may only be made by the appointing authorities. The contract of the Coordinator shall be signed by the Board Chairperson. All other contracts shall normally be signed by the Coordinator.

3.5 Recruitment Process

3.5.1 No recruitment may commence without having a clear set of approved requirements in the form of approved job description or terms of reference.

3.5.2 TABIO shall normally recruit long term contract employees in the staff establishment through an open and competitive process. Job vacancies shall always be posted on the organizational website for a minimum of two weeks before closing deadline so as to allow any interested party to apply. Consultants, shorter term employees and interns who are hired for up to eleven months do not need to be recruited through an open process.

3.5.3 Where seen to be effective, job adverts shall be placed in newspapers and/or circulated through email and social media networks. Adverts (or e-links to adverts) shall normally describe the Organization and state the key job responsibilities and qualifications required. Alternatively, after consultation with the Finance and Administration Officer in consultation with the Assistant Human Resource Officer and Head of Programmes, the Coordinator may authorize the use of a professional recruitment agency or consultant to undertake the search (instead of broad public advertisement) where this is considered likely to be more effective.

3.5.4 Employees, who are often best placed to understand and promote the Organization, are encouraged to aid the recruitment of long-term contract employees and inform the Finance and Administration Officer of potential candidates in writing (email). Where a candidate identified by an employee (in cases where the candidate was not otherwise introduced to the Organization and had not previously applied) is hired and is formally confirmed in position after successfully passing probation.

3.5.5 Employees or affiliates of TABIO interested in vacant positions may apply by fulfilling all application requirements, and shall generally need to compete with external candidates.

3.6 Criteria for selection

3.6.1 Selection of employees shall be based on the ability to get the work done in the job description effectively, reliably and with quality. Criteria to be considered shall vary depending on the position, but shall normally include relevant work experience, academic background, record of delivery, commitment to TABIO mission and values, cultural fit, personal integrity, demonstrated skill level, writing/publications record (for program staff), language fluency (English and Swahili), letters of reference, and performance during interview(s). These criteria shall be applied fairly and flexibly rather than rigidly. Minimum qualification requirements may be waived where the candidate who does not possess them is regarded to be best able to fulfil work responsibilities provided such a waiver is warranted and documented.

3.7 Diversity, preference and non-discrimination

3.7.1 TABIO is an equal opportunity employer. In the course of recruitment and employment, TABIO shall not discriminate against anyone on the basis of race, ethnicity, place of origin, age, sex, sexual orientation, marital status, origin, disability, creed, political belief, religion or HIV status, unless a person's status impairs the effective performance of his/her duties at TABIO. Wherever possible, emphasis shall be placed on encouraging qualified women and people with disabilities to apply. Recruitment may also take due account of the need for diversity and balance in the workplace, provided this does not compromise the competence required of all employees.

3.7.2 All candidates shall be obliged to divulge any information that they have regarding legal, health and other issues that could reasonably be expected to impair their ability to successfully perform their duties. A candidate who knowingly withholds such information shall be considered in breach of the TABIO Code of Conduct and be subject to termination of contract or other disciplinary action.

3.7.3 Where TABIO is unable to recruit competent and qualified nationals after exhausting all reasonable avenues for doing so, it may consider recruiting non-citizens of Tanzania provided immigration and all other applicable laws and requirements can be fulfilled.

3.8 Applications and Assessments

3.8.1 The Coordinator in consultation with the Finance and Administration Officer shall establish a fair, clear and efficient process for processing, assessing and responding to applications.

3.8.2 All applications received through all means shall be recorded and entered into a simple register stating position applied, name of applicant, date received and whether all application requirements have been fulfilled. This shall apply regardless of whether the process is managed by TABIO or by a third party on behalf of TABIO. The register may be electronic and automated.

3.8.3 As soon as is practicable, the management shall transition to making its application process fully online, so as to enable efficient processing, greater responsiveness, easier tracking, transparency and fairness.

3.8.4 Where managed by TABIO, the key steps of the process shall include:

S/N	Action	Purpose	Responsible	Maximum time
1	Receive applications and record in register (process to be automated in future)	To ensure no application is misplaced, allow tracking	Officer responsible for HR	As received, completed within 2 working days of application deadline
2	Remove not qualified applications, prepare long- list	Sort out applicants who meet criteria	Officer responsible for HR	Within 5 working days of application deadline
3	Further scrutiny, close reading of applications	Identify the few most promising names	Finance & Admin Officer and Assistant Human Resource Officer and Supervisor of the post	Within 5 working days of receiving long list

S/N	Action	Purpose	Responsible	Maximum time
4	Undertake interviews, reduce it to 1-3 candidates	Engage with candidates in person, test skills, select	Finance & Admin Officer and Assistant Human Resource Officer and Supervisor of the post	Within 10 working days of finalizing shortlist
5	Undertake reference checks and due diligence, in writing and by phone	Check history, actual performance record	Finance & Admin Officer and Assistant Human Resource Officer	Within 5 working days of interviews
6	Finalize assessment and recommendation document carefully	Select the best person to do the job	Finance & Admin Officer and Assistant Human Resource Officer and Supervisor of the post	Within 10 working days of interviews
7	Coordinator to review, meet the candidate if desired, and make determination	Final check and appointment		Within 3 working days of receiving the recommendation

3.8.5 Reasonable costs incurred by candidates residing outside the interview location may generally be reimbursed by TABIO, provided terms are agreed and communicated in advance in writing.

3.8.6 For all long-term contract employees at least three officers shall be involved in interviewing the candidate(s) before a determination is made, of which at least one must be from Finance and Administration Unit and the Head of Programmes.

3.8.7 Relevant unit Officer and the head of Programmes shall communicate a summary of the recruitment process, the details of the recommended candidate and proposed salary grade to the Coordinator, who shall reserve the right to meet the proposed candidate in person or by phone before making his/her final determination. All appointments may only be made by the Appointing Authority, in writing.

4. APPOINTMENTS

4.1 Purpose

New appointments shall be managed effectively and professionally. The terms and conditions of work shall be clearly spelled out and understood. The new appointee shall be provided with the necessary contract and policy documents, working materials and passwords, orientation and training to enable effective commencement of work.

4.2 Letter of Offer

Once the Coordinator approves appointment of candidate, the Finance & Admin Officer and Assistant Human Resource Officer shall normally prepare a simple letter of offer that shall state the position title, duty station, start and end dates, salary level and amount, and list of key benefits. The letter shall also state that the offer is subject to successful completion of due diligence requirements and agreement on detailed job description and terms. The letter of offer shall be signed by the Coordinator or the Head of Programmes upon request of the Coordinator.

4.2.1 Where all the due diligence have been satisfactorily completed and all the information needed for the contract is available, the letter of offer stage may be skipped and a contract offered right after making a determination of the offer.

4.3 Contract requirement

4.3.1 All persons who are offered compensation or benefits, or work from the TABIO offices and/or are entrusted with Organizational materials, must be provided a contract stating purpose, terms and duration of appointment. All such persons may not commence with employment or service prior to the contract having been signed by authorized representatives of both parties.

4.3.2 All contracts shall specify: name of employee, address/duty station, job title, job description/key responsibilities, contract duration, remuneration (if any), and any other relevant information. The term of the contract shall normally not exceed the TABIO program period or budget for which funding has been secured.

4.3.3 Contract shall not be considered valid unless signed by the Coordinator or other person assigned by the Coordinator in writing and stamped with the official Organization stamp.

4.3.4 All contracts shall be recorded in a special register established for the purpose (which may be an automated electronic register) and copies maintained in both a secure contracts file (maintained by the office of the Coordinator) as well as the personal file of the employee (maintained by the Finance and Administration Officer).

4.4 Confirmation of appointment

Prior commencing work the new employee shall be provided the following:

- Contract signed and stamped by the Coordinator
- Job description/responsibilities signed by the Coordinator
- A set of TABIO Policy documents
- A checklist of his/her orientation and training/learning schedule

The employee shall be given reasonable opportunity to read these documents and to seek clarification as needed prior to signing the contract and commencing employment. Upon satisfaction, the employee shall return two signed copies of the contract to signify his/her understanding and acceptance of the full terms of the appointment.

4.5 Status of posts

4.5.1 Unless specified otherwise in writing in the contract, all appointments at TABIO are classified as 'professional' posts.

4.5.2 All posts at TABIO shall be of a fixed term. The Appointing Authority may determine the term of the appointment, which normally shall not exceed two years or the approved Strategy period.

4.6 Settling in allowance

4.6.1 A long term contract employee whose place of recruitment is different from his or her duty station and who was residing outside the work duty station at the time of appointment is entitled to receive a one-time, fixed settling-in allowance of equivalence of USD one thousand (1,000) only. This is meant to contribute towards the costs of transport, temporary accommodation and incidentals. No other relocation, transport or settling-in costs shall be provided unless provided for otherwise in writing.

4.7 Probation

4.7.1 During the first three (3) months upon commencing full time contract employment at TABIO in a new post, the employee shall be considered to be on probation. During this time the Supervisor and/or relevant Officer shall strive to provide regular feedback about expectations and performance.

4.7.2 About 10 weeks after the employee commenced work, the employee on probation shall be formally assessed by his/her Supervisor and/or the relevant Officer, using set tools provided by the Finance and Administration Officer. The employee shall first undertake a self-assessment before being assessed by his/her Supervisor and/or relevant Officer. Both the employee and the Supervisor/relevant Officer shall have the opportunity to provide and write down their point of view. The probation assessment shall be clearly documented.

4.7.3 The relevant Officer and the Finance and Administration Officer shall review the probation assessment and make a recommendation to the Coordinator. Upon consideration of the recommendation, the Coordinator may (a) confirm the appointment, (b) not confirm the appointment, or (c) extend the probation period for a further specified period not exceeding three (3) additional months. Confirmation of this action shall be provided in writing and signed by the Coordinator. Non-confirmation shall normally entail termination of the contract. A lapse of the three-month period without confirmation of the post or communication in writing shall not connote confirmation.

4.7.4 During the period of probation the employee shall accrue but not be entitled to take annual leave (except for health reasons or genuine emergencies). If the contract is terminated by the employee during the probation period or before the employee has served for six continuous months on a long-term employment contract for whatsoever reason, or if the employee is terminated on misconduct, he/she shall forfeit accrued leave.

4.7.5 During the period of probation either party to the contract may terminate the contract by providing seven (7) days' notice in writing or payment of seven day's salary and allowances in lieu of notice, unless specified otherwise in the employment contract.

4.8 Good Start (induction and orientation)

4.8.1 In order to enable a new long-term contract employee to understand and use organizational requirements and systems effectively, and to ensure a 'Good Start', the Finance and Administration Officer and the employee's Supervisor shall collaborate to ensure that necessary set-up, orientation, training and briefings have been well prepared and implemented in good time. These include but are not limited to:

- Establishing a personal file for the new employee and ensuring that it is complete
- Introducing new employee to staff through in office platform, staff meetings and walk- by introductions
- Briefing on the organization key ideas and values
- Briefing on organizational vision, mission, policies, norms, systems and key procedures
- Enrolment in organizational payroll where relevant
- Having set up working desk and computer and network, set up email, operating software, photocopier use accounts and passwords
- Acquainting her/him with activities to be performed and staff before she/he commences duty and continued socialization.
- Training on how to use key organizational systems
- Providing staff ID and business cards where relevant (these may be done after confirmation of post where appropriate)
- Close review of Annual Plan and Budget and Job Description, communication of expectations and development of Key Performance Indicators

4.8.2 Schedule for the Good Start actions above shall be well planned and documented, and communicated to all relevant staff in good time. The officer responsible for Human Resource shall coordinate schedules and logistics.

4.8.3 All staff are expected to provide reasonable time and cooperation to make the Good Start successful and make the new employee feel welcome, valued and comfortable.

4.9 Organogram and staff lists

The Officer responsible for Human Resource shall maintain excellent records of staff positions, status and contracts against staff establishment, and update these regularly (at least once each month). The officer responsible for Human Resource shall ensure that the staff organogram, staff information on TABIO website and internal contact lists are also updated at least once after every four months.

5. PERSONAL FILES

5.1 Purpose

TABIO shall maintain a personal file for each employee recruited for a period of six months or more for the purposes of providing a record of the key aspects of the employee's qualifications, conduct and performance.

5.2 File contents

5.2.1 Each employee's Personal File which shall contain the following items:

- His/her entire application package including application letter, CV, writing samples, copies of relevant academic certificates and transcripts
- Letters of reference (if confidential these shall be maintained in a separate file that is not accessible to the employee)
- (Where available) copies of driving license, national ID, key passport pages and Taxpayer Identification Number (TIN)
- Personal data form record (updated annually) that includes names and key details of the employee's family, next of kin and emergency contacts
- Signed copy of contract(s) and job description/responsibilities
- Records of earnings of salaries, pension and other benefits while employed at TABIO, updated at least once every six months
- Copies of pension and identity cards
- Copies of letters/memos written to or by the employee regarding his/her conduct
- Copies of employee's performance appraisal and other assessments, including learning plans
- Records of attendance and all leaves
- Current passport size photograph of the employee (physical and electronic)
- Any other information that the Officer responsible for Human Resource Management believes to be relevant

5.2.2 The Officer responsible for Human Resource shall open a Personal File by or on the first day of the employee commencing employment. Each employee shall cooperate with the Organization in a timely manner to provide the requisite information no later than two weeks of commencing employment, and to update the necessary information from time to time as needed.

5.2.3 Key documents in the Personal File shall be scanned and an electronic version of the Personal File established for each employee by the officer responsible for Human Resource.

5.3 Confidentiality and access

5.3.1 Personal Files shall be kept confidential. They shall be maintained in a secure cabinet (and secure electronic folders) and not released to any person except the Coordinator and the Finance and Administration Officer. The employee has the right to view and make copies of the contents (except confidential letters of reference) of his/her Personal File at reasonable times with the permission and supervision of the Finance and Administration Officer. The employee's Supervisor may also have access to the Personal File through the Finance and Administration Officer.

5.3.2 When an employee's contract with TABIO elapses or is otherwise terminated a full set of exit procedures, checks and handovers shall be undertaken and documented, and these shall be maintained in the files.

6. PAYROLL AND CONSULTANCY PAYMENTS

6.1 Purpose

The purpose of this regulation is to establish basic guidelines for the effective management of the TABIO payroll and payments to consultants. These regulations shall be read in conjunction with the TABIO HR Manual (Policies) regarding salaries and benefits.

6.2 Payroll authorization

6.2.1 Any long-term contract employees with valid contracts who are working or on authorized absence shall be placed and appear on the TABIO payroll.

6.2.2 Finance and Administration Officer shall ensure that the payroll is calculated and processed using software that is professional and specialized for this purpose. The software features may only be accessed through secure passwords, and shall maintain an audit trail of all changes made.

6.2.3 Payroll shall contain and be consistent with the provisions for salaries and benefits stipulated in the Policies and signed contracts, including authorized amendments of these.

6.2.4 Finance and Administration Officer shall be responsible for maintaining, updating and preparing the payroll each month, and for ensuring its accuracy and integrity. The Finance and Administration Officer may only make any additions or deletions of names, changes in the level of salaries or benefits or any other substantive change where this is supported by written documentation and is authorized in writing by the Coordinator. The Finance and Administration Officer shall clearly explain in writing all such changes and any other anomalies in relation to previous month's payroll (i.e. reconciliation statement).

6.2.5 All monthly pay rolls and payroll reconciliations including all changes, anomalies and differences shall be approved and signed by the Finance and Administration Officer and the Coordinator.

6.3 Payroll features

6.3.1 TABIO payroll shall contain the following information name of employee, position, salary grade/level, basic salary, pension payments, tax and other deductions, and net pay.

6.3.2 Payroll shall be directly linked to the generation of pay slips which shall provide all basic information noted above. Each staff member on the payroll will receive an electronic pay slip by the last day of each month. Any employee who has a concern about the fairness or accuracy of their payment or finds a discrepancy between the slip and amount paid into their account (not including bank charges levied by the employee's bank) shall register the concern within 10 working days of receiving the pay slip.

6.3.3 Payroll information shall normally be accessible to the Coordinator, Finance and Administration Officer and staff processing payroll payments and TABIO's appointed auditors, the TABIO Board and relevant statutory bodies, but otherwise shall remain confidential.

6.4 Payroll processing

6.4.1 Payment shall normally be processed by the 25th day of each month, or the prior working day if the 25th falls on a weekend or is a public holiday, in order to enable employees to generally have access to salaries by the last day of the month. The Coordinator in consultation with the Finance and Administration Officer may authorize payment in December to be made earlier so as to enable employees to receive payment prior to commencing the holiday season.

6.4.2 Salary Advances: In exceptional circumstances, employees can request salary advance to overcome temporary hardship. The Chairman of the Board or the Chief Executive Officer will determine the nature and magnitude of the unusual event. Salary advance can't exceed three quarter (3/4) of the monthly net salary of the employee. It should be paid back within three months. For that matter, salary advances are automatically deducted from the net salary of the employee at the end of the month.

6.4.3 All officers involved in the payroll process shall strive to fulfill their functions in a timely manner so as to ensure payment can be made in a timely manner. The Finance and Administration Officer shall normally submit the payroll to the Coordinator for approval at least 3 working days prior to the date of payment.

6.4.4 Payments shall normally be made by electronic transfer into the private bank accounts of each employee. TABIO shall normally be responsible for transfer charges if any to staff bank accounts maintained with TABIO's bankers. The Finance and Administration Officer shall where necessary seek concessionary terms from relevant bank(s) involved so as to minimize transfer costs. Where an employee experiences delays in receipt of salaries the Finance and Administration Officer shall take reasonable measures to assist the employee track the payment, but TABIO shall not be responsible for any delays caused by the employee's bank or factors outside its control and responsibility.

6.4.5 Finance and Administration Officer shall ensure that all necessary monthly statutory payments are prepared and included in the payroll in an accurate and timely manner, including income tax (PAYE), other taxes, pension payments, and other necessary deductions, at all times ensuring compliance with applicable laws and statutes. The Finance and Administration Officer shall ensure that payment of such deductions is undertaken at the time of paying salaries, well before statutory deadlines.

6.4.6 Finance and Administration Officer shall jointly prepare accurate legal annual and half year report requirements and arrange to transmit them in a timely manner, as well as consolidated annual reports for all other payroll aspects. The Finance and Administration Officer shall also maintain a record of salaries and benefits paid to each employee since first date of employment.

6.4.7 Finance and Administration Officer shall ensure that the benefits and liabilities that apply to any employee whose contract has ended or is about to end shall be calculated in good time. All benefits due to an employee who is leaving shall only be paid upon satisfactorily completing all exit requirements, as provided for in the Policies.

6.5 Loans

6.5.1 If TABIO employee is seeking a loan from the banks or other finance institutions, the organization shall not agree or commit to any special conditions set by financial institutions as a condition of providing a loan to any employee, such as deducting amounts from salaries, committing to pay employee salary to a particular bank, agreeing to inform the institution of any changes to the employee contract, etc.

6.5.2 TABIO may not assume any obligation or liability in relation to an employee's loan application or in the event an employee defaults on loan repayments, or leaves the organization, or for any other reason.

6.6 Consultancy and payments

6.6.1 Where necessary TABIO may engage short/long term consultants as an individual or organization to support specific activities for a period not exceeding one year. Recruitment of a consultant shall be competitive. However, single sourcing shall be considered where it is demonstrated that the potential consultant possesses the required unique talent and it is found to be impractical to search for additional alternative candidates. The consultant shall not necessarily be located in the organization's offices on a fulltime basis because his/her performance and payment is on output basis.

6.6.2 Consulting rate for consultants shall be determined by taking into consideration value of work to be done, market rates, and internal organizational equity (i.e. salaries paid to long term contract employees as well as consultancy rates paid to other consultants undertaking similar work). Generally, rates shall be lower than rates offered by international organizations such as the World Bank and the UN.

6.6.3 Order to ensure consistency and equity, all rates for consultants shall be subject to review by the Finance and Administration Officer and approval by the Coordinator. Staff may not verbally or otherwise commit to pay a particular rate without the assent of the Finance and Administration Officer and Coordinator. Respective unit shall discuss about the technical aspect of work but not on the rates to be paid. This negotiation shall be done by Finance unit with input from relevant unit as necessary subject to the Coordinator approval.

6.6.4 While consultants may be paid a daily rate, wherever practicable TABIO shall pay for outputs successfully delivered rather than days worked, though the amount to be paid for outputs may be derived from an estimate of days that will be needed to deliver the output. (e.g. If researching and writing a report is estimated to take 5 days, and the appropriate daily rate is determined to be TSHs 300,000, the consultant would be offered payment of TSh 1,500,000 and would be paid that amount upon delivery of report that meets TABIO's standards regardless of whether the consultant used less or more days to compile the report).

6.6.5 Before making payments the Officer responsible as the case may be shall carefully assess quality, quantity and timeliness of work delivered against contract requirements. Where work delivered does not meet TABIO standards in terms of quality, quantity and timeliness (where the delay is not caused by TABIO), a commensurate amount shall be deducted from the payment.

6.6.6 Advances to consultants shall be avoided where possible and where not possible may not exceed 60% of the total anticipated fee.

6.6.7 Triggers for payment or disbursement schedule for consultants and other short-term employees of TABIO shall be commensurate with the terms of their contract. The consultant shall initiate the process in accordance with the terms of the contract, and submit an invoice/request for payment preferably with copy of contract, and forwarding it TABIO Finance Department. The Department shall scrutinize the request and if satisfied shall forward to the Coordinator to initiate payment process.

6.6.8 TABIO shall deduct all applicable taxes as on consultancy payments as per statutes prior to making payment. Contracts shall state so clearly, and all employees dealing with consultants shall make this requirement clear to the consultants at the time of discussing contracts. The Finance and Administration Officer shall advise on applicable tax rates, and ensure that they are properly deducted at time of payment and submitted to the authorities at month end in good time well before statutory deadlines.

7. WORKING HOURS, OUTSIDE WORK AND AFFILIATIONS

7.1 Purpose

This section describes regulations regarding hours of work, overtime, work during evenings and weekends, public holidays, and short absences from work (of less than 4 hours), as well as guidelines regarding outside work and affiliations of TABIO employees.

7.2 Working hours

7.2.1 All full-time employees are expected to work 40 hours per week, inclusive of the one hour set aside for lunch every day.

7.2.2 Official office opening hours shall normally be Monday to Friday from 0800 to 1600. All employees are encouraged to be present at the office during office opening hours and expected to get all their work done well and on time.

7.2.3 That said, an employee may exercise reasonable judgement and flexibility in relation to working hours, and arrive an hour late or leave an hour early provided: a) employee does not miss any meetings or other planned engagements, b) employee does not fall behind on deadlines, work plans or commitments that are due, c) employee's absence does not inconvenience or disrupt the work of his/her unit or the Organization, d) employee's Supervisor/Officer has not requested him/her to remain in the office at that time, and e) employee fulfils the 40 hours per week (including lunch) work commitment as can be deduced from the physical sign in/sign out register.

7.2.4 On rare occasions an employee may for personal reasons need to leave significantly early or arrive significantly late. In such cases the employee may negotiate such time off from his/her Supervisor/relevant Officer, and proceed should the request be approved, provided such time is compensated as soon as possible and within no later than 4 weeks. This provision should only be invoked on a rare and limited basis.

7.2.5 Any time an employee expects to be absent from work during office opening hours, or wishes to work from home, he/she should inform her Supervisor and the officer responsible for Human Resource, and note the same on his/her electronic calendar (Google calendar - Gcal).

7.2.6 Where the employee fails to communicate absence as required, or where the use of flexible hours is experienced as disrupting or inconveniencing the work of the Organization, the Supervisor/relevant Officer and/or the Coordinator reserves the right to curtail or prevent an employee from working flexible hours, or require him/her to extend hours of working.

7.3 Public holidays

7.3.1 TABIO shall generally observe all national public holidays recognized by the Government and the TABIO office shall be closed on such days and staff provided with the day off.

7.3.2 The Officer responsible for Human Resource shall at the beginning of each year issue a list of officially recognized public holidays for the year.

7.3.3 Notwithstanding the above, where required to further Organizational interests, TABIO may require an employee to work on public holidays on an exceptional basis and procedures for managing time off in lieu (TOIL) provided in the Policies shall apply.

7.4 Working Additional Hours

7.4.1 TABIO shall strive to create a work-life balance that enables employees to have adequate time outside official working hours for family, rest and recreation. At the same time, TABIO's results-based orientation means that employees shall undertake what is necessary, including working extra hours, to deliver on agreed outputs at the required quality and in a timely manner.

7.4.2 Given the nature of TABIO's work, the Coordinator or Programme Officer may occasionally require an employee to work on weekends or public holidays to undertake a specific special task that is important to meeting organizational objectives, or to travel for work. Following verbal indication by the Programme Officer such a request shall be initiated by the employee, confirmed by Programme Officer and finally approved by the Coordinator requested in advance in writing in a special form established for the purpose, and shall state the task(s), expected outputs, date and duration.

7.4.3 Authorized time spent on special tasks shall be compensated through equivalent time off in lieu (TOIL) for professional employees, not to exceed one working day off for up to every 24-hour period. In such cases the relevant Officer shall, at the time of making the special task request, discuss and agree with the professional employee the date(s) and time(s) when he/she may take the TOIL, provided it is mutually convenient to TABIO and the employee and does not disrupt the work of the Organization, and document the same at the time of requesting TOIL.

7.4.4 The earned TOIL shall be scheduled and must be taken within 12 weeks of undertaking the special task, otherwise it shall be forfeited. No professional employee may be paid for additional time worked on special tasks.

7.4.5 Key details of the special task (nature of task, location, start/end times) as well as the dates/times when the TOIL shall be taken shall be recorded by the employee in his/her electronic calendar (Gcal).

7.4.6 No TOIL shall be requested or granted for an employee who works additional hours on a work day or voluntarily stays late/works extra in order to clear backlog of work or meet deadlines.

7.5 Outside work

7.5.1 As a general rule, every long-term contract employee commits to work full time at TABIO and not undertake paid work outside TABIO.

7.5.2 An exceptional basis, with prior approval, employees may take up other paid or unpaid work outside official working hours provided it does not:

- interfere with, disrupt, compromise or otherwise diminish their performance or impede the work plan at TABIO;
- cause the employee to seek unplanned leave or personal days off in order to undertake the work;
- constitute a potential, actual or appearance of conflict of interest or harm the interests or reputation of the Organization;
- involve engaging with parties or in an activity that contravenes TABIO mission or values or in any way conflicts with the interests of TABIO; or
- Represent work gained through the employee's connection to TABIO that otherwise the Organization may have chosen to undertake itself.

7.5.3 Moreover, no employee may take on work that is commissioned by an entity in relation to which TABIO has significant influence, decision-making or advisory functions.

7.5.4 An employee may hold shares in and derive earnings from companies/organizations, provided the shareholding is disclosed and the employee is not an officer, employee or active player in the company. An employee may also own and oversee small scale private business projects provided these do not potentially or actually or appear to interfere with his/her work at TABIO.

7.5.5 All outside work engagements shall additionally be disclosed in the conflict of interest disclosure form each year and updated anytime there is a change in circumstances disclosed in the annual form. Failure to provide prompt, accurate and timely disclosure shall be considered a breach of the Code of Conduct.

7.5.6 The Coordinator or the Board reserves the right to require an employee to not engage or to cease engagement with specific outside work activities where they determine it to be interfering with or harming TABIO's interests or reputation.

7.5.7 No employee undertaking outside work or activities may share any unpublished or confidential information that may potentially harm the interests of TABIO, its members, directors or employees.

8. SALARIES

8.1 Purpose

Each employee working to fulfill his/her responsibilities at TABIO shall be entitled to receive timely remuneration and benefits as specified in his/her contract and in accordance with the TABIO salary structure and the Policies. This policy outlines the salary provisions and entitlement levels for long term contract employees at TABIO.

8.2 Annual Salary Increments

- As a principle, staff is entitled to annual salary increments within his/her salary scale as an appreciation of the increased experience within TABIO and also as to mitigate the negative effects of inflation. Salary increments will be done at the beginning of each calendar year.
- The annual increment will be determined by the Board depending on the performance of the organization.
- Annual increments will not be made concurrently in the year a salary scale is revised and a new one introduced with adjustments;
- Adjustment to new salary should be approved by the Board.

8.3 Payment of salaries

8.3.1 Salaries (and other cash benefits) shall be designated and normally paid in TShillings the budgeting currency of the Organization. As a default case, employees shall be paid in US dollars.

8.3.2 Payment of salaries shall normally be processed on the 25th day of each month (or on the previous work day if the 25th falls on a weekend or official public holiday) in order to enable employees to have access to salaries by the last day of the month. In December of each year, where the office may be closed earlier and employees take holiday leave, the Coordinator may authorize earlier payment of salaries.

8.3.3 TABIO shall observe all taxation requirements and not seek any exemption of taxes on salaries because of its non-profit status or other reasons. Payments of salaries shall be made after deductions of income tax and other applicable statutory requirements, such as pensions, return of university tuition loans and the like. Liabilities owed by the employee, such as outstanding imprest amounts or reimbursement of damage caused shall also be deducted before payment of salaries and/or benefits.

8.3.4 Salaries (and other cash benefits) shall normally be paid directly into the personal specified bank account of the employee located at the employee's duty station. TABIO shall normally bear the costs charged by its bank for making the transfer. Employees who chose to maintain accounts at banks other than the preferred bank designated by TABIO shall be liable for any delays caused in the transfer process and for any charges imposed by their host bank.

8.3.5 Payments for partial months worked shall be calculated using the following formula: monthly salary level divided by 22 working days multiplied by the number of days worked in that month.

8.3.6 Income tax (PAYE) and other statutory deductions shall be calculated and recorded and processed at the same time as payment of salaries, in order to reduce transaction time, and pay on time and avoid penalties. Where benefits are paid (such as for end of year bonus) applicable tax on the same shall also be recorded and deducted and promptly paid.

8.3.7 Electronic pay slips shall be sent to all employees and shall constitute confirmation of payment made. Any problems or disputes regarding deductions made or funds transferred should be promptly raised with the Finance and Administration Officer with copy to the Assistant Human Resource Officer within two weeks i.e. by the 10th day of the following month.

8.3.8 Salary advances may be permitted if there are genuine reasons for that.

9. EMPLOYEE BENEFITS

9.1 Purpose

TABIO seeks to provide employees with a set of benefits that seeks to promote workplace motivation and enhance security and quality of life, while safeguarding the long-term sustainability of and equity within the Organization. This section outlines types of employee benefits and entitlement levels in operation at TABIO. Unless specified otherwise this Policy refers to long term contract employees only.

9.2 Determination and Interpretation of benefits

9.2.1 The Board of Directors shall generally determine and amend from time to time the types, levels and eligibility requirements for various employee benefits at TABIO. At present the benefit types and eligibility criteria are shown in the table below, and further elaborated in this Policy:

Benefit	Eligibility
Pension	Long term contract employees only
Tea and Drinking Water	All contract employees working at TABIO offices including interns and volunteers
Severance Pay	All long-term contract employees
Other	Any other benefits that may be determined by the Board of Directors and stated in the contract

9.2.2 Employees shall not be entitled to any other employment benefits other than ones stipulated herein, unless explicitly provided otherwise in employment contracts signed by an authorized officer.

9.2.3 Finance and Administration officer shall generally be responsible for managing and administering policy provisions regarding employee benefits. Where policies are not fully clear or where interpretation issues arise the Coordinator may be consulted, who shall strive to make a fair and reasonable determination and such determination shall be deemed final.

9.3 Monthly allowances

Major cash remuneration as provided for under the minimum wage order or other statutory requirements such as transport, house allowance and transport allowance are generally consolidated in the basic salary and not provided for separately.

9.4 Pension

9.4.1 Coordinator shall determine, after consultation and consideration of statutory requirements, a suitable pension provider for long term contract employees. Employees are encouraged to use the preferred pension provider.

9.4.2 TABIO shall each month pay into the long-term contract employee's pension account an amount equivalent of up to fifteen per cent (15%) of his/her basic salary. The employee shall have up to five per cent (5%) of his/her basic salary deducted and deposited into his/her pension account each month.

9.4.3 Exceptional cases, where an employee prefers an alternate pension plan, the Coordinator may consider equivalent alternate arrangements where practicable and to the extent permissible by law.

9.4.4 Employee shall be eligible to receive pension payments and other benefits in accordance with the provisions of the pension program. TABIO shall not be liable for delays, failures or any other problems that may arise in relation to the payment of benefits to the employee by the pension plan provider.

9.5 Medical Coverage

9.5.1 TABIO will provide medical coverage to its staff, their spouse and a maximum of 4 legally recognized dependant children below the age of 18 years (with exemption to those who are still schooling) to cover medical examination, treatment & hospitalization expenses, prescribed drugs & medicines. Staff members are required to register their spouse and dependant children in their files.

9.5.2 Expenditures will only be refunded on delivery of genuine receipts, supported by a doctor's prescription.

9.5.3 The maximum annual medical refund allocated for employee will be Tshs.500,000/= and 250,000 for spouse. Children are entitled Tshs 200,000/= per year.

9.6 Memorial Assistance

9.6.1 In case of death of the employee, TABIO shall pay a maximum of three (3) months of current gross salary to the legally designated beneficiary. This payment is in addition to burial facilities and transport costs.

9.6.2 Upon the death of an employee's spouse or live-in partner, biological or adoptive parents, or up to four biological or legally adopted dependent children, the Organization shall contribute up to One million Five Hundred (1,500,000) TZS towards funeral expenses. This benefit shall only be eligible upon death of eligible persons pre-registered in the employee's Personal File.

9.7 Thirteenth Month Salary

9.7.1 All long-term contract employees, who have been employed for at least six continuous months on a full-time basis, shall be eligible for a thirteen month salary, less applicable taxes.

9.8 Travel and Daily Subsistence Allowance (DSA)

9.8.1 Employees required to undertake overnight travel in the course of their duties in the country are entitled to get per diem to cover for accommodation, food, and incidentals such as laundry, etc. amounting to Tshs 120,000/= for City and Municipality and 100,000/= for Regional and District Towns. Whereas Board members shall get Tshs 150,000/= or 130,000 respectively. Where lunch is provided by the host, the per diem will be reduced by Tshs 10,000/= and where full board is provided a stipend of Tshs 50,000 shall be paid per day.

9.8.2 Allowances are paid when the employee is out of his/her station on official duty for at least one night.

9.8.3 The Board chairperson, Coordinator or his/her representative will authorize official travels and their duration before the travel takes place.

9.8.4 Per diem for overseas travels for TABIO's staff, member of board, or volunteers shall be equivalent to the prevailing rates for public transport means. The rates may change depending on availability of funds.

Outside the country Per Diem rates

Position	Rates
Board Directors/Coordinator	US\$ 365
	EUR 280
	GBP 180
Senior Officers	US\$ 310
	EUR 240
	GBP 155
Middle Management Level	US\$ 200
	EUR 130
	GBP 100
Others	US\$ 145
	EUR 90
	GBP 70

Note: These are the applicable rates in public sector in Tanzania.

9.9 Professional and Career Development

Personnel of TABIO will have opportunity and encouraged to develop their professionalism and career by undertaking e learning, distance learning or full time as need may arise. In such circumstances arrangement will be put in place to commit the staff to sign a contract of serving the organization for certain period depending on the investment and as stipulated in the contract signed by parties before authorization to pursue the course.

9.10 Deployment & Repatriation Assistance

9.10.1 Deployment & repatriation assistance is provided for newly recruited staff & for employees whose contract come to an end as a result of age limit or end of contract. The assistance covers transport costs for the employee and his/her dependants; transport of employee's personal effects.

9.10.2 The maximum reimbursable claims for transportation of personal effects is three tonner calculated at the commercial rate depending on the distance for place of domicile. At least three price quotations by pro-forma invoices from reputable freighters shall be evaluated and the most reasonable shall be selected and the amount be paid to responsible staff. Any cost in excess of this limit will be covered by the employee.

10. STAFF PERFORMANCE MANAGEMENT

These procedures are aimed at providing an opportunity to systematically review and discuss the performance of TABIO staff. Each employee is invited to reflect on accomplishments, identify priorities for TABIO and for staff development, and set work targets within a certain period – mostly one year. The core elements of TABIO’s Staff Performance Management System are:

10.1. Activity Planning and Reporting

10.1.1 Activity plan: Each employee is required to prepare a quarterly activity plan arising from the strategic plan. The work plan is discussed and approved with the immediate supervisor in the first week of each quarter. It should be made in consideration to TABIO’s annual and/or quarterly objectives. It is a responsibility of each staff member to have TABIO’s planning templates available, and to ensure timely submission of the activity plan.

10.1.2 Activity reporting: At the end of each quarter, every employee is expected to submit a monthly activity report to the immediate supervisor. The supervisor will be required to give feedback to the employee. Goal is to keep focus on TABIO’s objectives and to provide employees with the chance to constantly improve and develop their skills and knowledge. It is the responsibility of each staff to have TABIO’s reporting templates available, to ensure timely submission of reports.

10.1.3 Finance reporting: The Finance & Admin Officer and/or the Accountant shall prepare and submit monthly summary financial reports to the Coordinator.

10.2. Supervision of staff and addressing under performance

10.2.1 Support and supervision: Under the overall coordination and supervision of the Coordinator, each supervisor will closely oversee the staff assigned. To ensure best possible working conditions the supervisor is responsible for helping its subordinates in any ways possible including mentoring, nurturing, counseling etc. The Chairperson of the Board is responsible for supervising the Coordinator.

10.2.2 Addressing under performance: TABIO’s supervisors will ensure the following steps for achieving best performance and working atmosphere:

- Ensure every employee has performance targets defined.
- Conduct regular staff-review meetings.
- Receiving and reviewing activity plans and reports from each employee.
- Conduct quarterly and/or annual appraisals.
- See that employee’s performance is appreciated and measured, that staff is been held accountable for it and feedback is available to staff members whenever required but at least at certain feedback dates during the year.
- Clearly communicate to employees in a way that it is understood which objectives are being pursued and how performance evaluation is being conducted.
- Make sure employees clearly understand who is responsible to provide help or support to them.
- Define a date or period with each employee on which his/her performance is reviewed.

See that good performance is appreciated and acknowledged on personal (verbally) and organizational (written) level.

Ensure that the employee is represented by a fellow employee/trade union of his/her own choice if requested by him/her during performance feedback.

10.3. Regular Performance Management

10.3.1 In case a supervisor notices that an individual is underperforming, s/he should address these issues openly and frankly as soon as possible. Daily management of work performance is an important element for the success of an organization. Regular performance management involves a two-way communication between an employee and his/her immediate supervisor. Communication at this level will mainly be in form of one-on-one meetings and discussions.

10.4. Annual Performance Management

10.4.1 The annual staff performance management comprises of a yearly Annual Performance Appraisal (APA). The APA document will be a living document for each employee. Each employee will be responsible for developing their respective workplan for the year. This plan will be discussed and reviewed by management and amended as necessary. At the time of the performance appraisal, the employer and employee will review the objectives and the results achieved. Throughout the year, the employee and employer may refer to this document to track progress made towards objectives, highlight areas of concern and indicate challenges identified.

10.4.2 Performance reviews, for all employees, will occur annually. Employees should prepare for this meeting by preparing a draft workplan for the coming year (see also annex 5 for more details). This meeting is to review successes and challenges from the preceding year, and to establish the objectives for the coming year. This would also be the opportunity for either party to identify and recommend professional development opportunities which may assist the employee in their day to day work or to grow within the organization. Once completed, both parties sign off on the final document and it is added to the employee's personnel file.

10.4.3 Key elements of TABIO's Annual Performance Appraisals include:

- An assessment of the overall performance of the individual during the previous year in terms of his/her key responsibilities and agreed objectives.
- A discussion about the employee's performance, highlighting areas of particular achievement or strength and those that need improvement or further development.
- An assessment of the employee's compliance with the policies, conduct and relations within the organization.
- Opportunity for the employee to give feedback to his/her immediate supervisor's support and supervision over the year and any areas of tension or potential difficulty.
- A discussion and clear definition of the employee's capacity development needs for the next year.

The review conducted by the employee's immediate supervisor is confidential between the employee, the Supervisor and the Coordinator.

The Board will be responsible to appraise the Coordinator.

10.5. Dealing with disagreement resulting from performance appraisals

10.5.1 Open and honest communication is key not to let difficulties escalate into unmanageable situations. With transparent, open and honest communication on issues (including performance) between the supervisor and his/her subordinate throughout the year, usually no disagreements are discussed over the points.

10.5.2 In the event that there is a disagreement, it is important to invest some time and energy in resolving such by talking about where the difference of opinion lies. If this does not lead to greater consensus, then the employee may take the issue to the Coordinator.

10.6. Staff training and development

10.6.1 To ensure that the organization achieves the best out of its Human Resource, TABIO endeavors to strengthen each employee's existing capacity, knowledge, skills and ways of working. TABIO helps its employees to acquire new skills and knowledge to perform their jobs more effectively. TABIO's staff training and development programme takes the course below:

- TABIO undertakes staff training and development programmes every year or as may be approved by the Board.
- Employees are expected to take full advantage of the capacity building opportunities provided by consultants and international professionals working with TABIO.
- All trainings will be based on the capacity gaps identified during the Annual Performance Appraisals, availability of funding, and the expected returns from the employee accruing from the training.
- Requests for training courses are submitted to the employee's immediate supervisor for onward transmission to Coordinator for approval.

10.6.2 TABIO shall pay full salary to the employee during the training period.

10.6.3 The type of training or capacity building programme for employees include short term trainings of up to three months, workshops, seminars and exposure visits (locally and abroad).

10.6.4 TABIO recognized the following staff capacity building initiatives among others:

- **Formal trainings:** The Coordinator shall approve the identified employees to attend a short training course, or workshop/seminar in their respective job responsibilities. Trainings can be conducted internally or externally.
- **On-the-job experience:** For instance, sharing ideas, skills and experiences with colleagues, beneficiaries and partner organizations.
- **Private study and reading:** Learning from available information on websites or from hard copy handbooks.
- **Self-assessments and counseling:** Feedback from others including performance measurement.
- **Nurturing, coaching or mentoring:** For instance, if out of the two TABIO Officers, one has weakness in action planning and report writing, the management shall make arrangements for him/her to be mentored by a more experienced Officer in the same or another organization. Mentoring will involve providing advice and assistance on specific subjects. The mentor could invite the two Officers to be a shadow during the process of developing an annual work plan and report, and or inviting them to participate in one of the planning meetings.

11. LEAVE

11.1 Purpose

TABIO recognizes the basic right of employees to take leave from work for rest and recreation. TABIO provides a range of flexible options, as summarized in the table below. This policy describes the general entitlements, rules and regulations that govern leaves at TABIO. Unless otherwise specified, the leave provisions only apply to long term contract employees and to employees who have worked on a full-time basis for a period exceeding 6 continuous months in a calendar year.

Type of leave	Provision
Annual Leave	Five weeks (25 working days) per year, fully paid
Sick Leave	Up to 18 weeks (90 working days) per leave cycle; first up to 9 weeks at full pay and remaining up to 9 weeks at half pay
Maternity Leave	Up to 13 weeks (65 working days) fully paid maternity leave
Paternity Leave	Up to two weeks (10 working days) paternity leave fully paid
Compassionate Leave	Up to 5 working days, paid, upon death of close relatives as defined below
Time Off in Lieu (TOIL)	Equivalent time off when request to work on weekends or public holidays

11.2 General regulations

11.2.1 Except for in emergencies, all leaves must be authorized by the employee's Supervisor/ relevant Officer in advance. Any extensions of approved leave must be authorized by the Supervisor/ relevant Officer as well. Leave of five or more working days (including any extensions to such leave) must be additionally approved by the Coordinator. Employees wishing to take leave must apply in advance in the online leave platform, except for cases of emergencies or illness where the employee shall communicate the matter immediately to his/her Supervisor and officer responsible for Human Resource and complete the leave application retroactively.

11.2.2 For leave of two or more days the employee shall, in consultation with his/her Supervisor, delegate another employee to undertake his/her necessary responsibilities during the absence.

11.2.3 Employees shall strive to plan for leave in advance in conjunction with other unit employees so as to contribute to the smooth running of TABIO. Except for emergencies and certified illness, leaves shall only be granted when it does not disrupt the work of TABIO and at a time that is mutually convenient to both TABIO and the employee.

11.2.4 Leave requests denied shall be properly documented and reasons for which the leave was not granted shall be provided and documented.

11.2.5 An employee who unilaterally gives minimum notice of termination of service may not be allowed to take leave during the period in which notice is being served, except for emergencies or for health reasons.

11.2.6 Any employee who commences with leave prior to receiving authorization or takes unauthorized leave or is absent from work for without permission or reasonable explanation shall be subject to disciplinary action.

11.2.7 The Coordinator may cancel approved leave for the interest of the organization.

Reasons for cancellation of leave shall be clearly stated. In such circumstances, transport costs incurred by the employee in coming back to office in case of cancelled leave or change of already booked travel tickets, if any, shall be negotiated and borne by the organization.

11.2.8 All employees shall enter information regarding leave start/end dates on their electronic calendar (Gcal), post it on the organizational intranet noticeboard, and set up email out of office email auto-responses accordingly.

11.3 Annual leave

11.3.1 Each long-term contract employee and volunteer working full time is entitled to five weeks (twenty-five working days) of annual leave per year. The leave entitlement for employees who have worked for less than one year shall be prorated. Leave is earned at the end of each month, i.e. each employee earns two days at the completion of each full month of work, except in December, where three days are earned.

11.3.2 The Coordinator may in advance establish official periods when TABIO is closed (such as around the New Year), and these days shall count towards annual leave for employees (except for those who are required to work during this period).

11.3.3 All staff are encouraged to take leave and Supervisors are to ensure that staff working with them are able to take leave at reasonable times. Unused annual leave may be carried forward up to a maximum accumulated total forty (40) working days at any one time, after which the 'clock stops' and any extra days earned shall be forfeited. In exceptional circumstances the Coordinator may make a one-time exception to this provision, provided reasons for doing so are fully documented.

11.3.4 The Coordinator may, in exceptional cases, at his/her own discretion, grant a long-term contract employee advance of up to five working days of unearned leave, provided the employee is deducted the same number of days upon their return. In the event that the employee's contract is terminated for any reason whatsoever, the value of the advance leave days granted shall be deducted from last month's pay and/or any emoluments due to the employee upon separation.

11.4 Sick leave

11.4.1 Sick leave is to authorize time off work for an employee who is unable to work due to his/her illness or injury or to receive medical attention that can only be obtained during working hours.

11.4.2 A full time employee is entitled to a maximum of 18 weeks (90) working days leave within a leave cycle. The first up to nine weeks (45 working days) shall be at full pay; the remainder up to nine weeks (45 working days) shall be at half pay. An employee who continues to be sick after this period shall be examined by a certified medical practitioner recognized by TABIO, and if he/she is declared unfit to continue working the Coordinator may, after consultation with the Supervisor/relevant Officer and the Officer responsible for Human Resource, terminate the employee's contract on medical grounds. In such an event the employee shall be entitled to all benefits that would otherwise be due as stipulated herein.

11.4.3 In case the sick leave period falls beyond the end date of the employee's contract, he/she shall only be paid until the end of the contract.

11.4.4 An employee who requires to be absent from work due to illness or injury shall whenever possible request leave in advance using the online leave portal. Where advance notice is not possible the employee shall inform the Supervisor/relevant Officer and Officer responsible for Human Resource as early as possible by writing, email or telephone. All sick leave absences of more than one day shall require a medical certificate issued by a certified medical practitioner recognized by TABIO. The medical certificate must be presented to the Officer responsible for Human Resource as soon as possible and no later than the day of return to work.

11.4.5 TABIO reserves the right to request a second medical opinion regarding the illness of an employee where the Officer responsible for Human Resource determines this to be warranted.

11.4.6 The particulars of an employee's illness shall be confidential and may only be revealed at the discretion of the employee.

11.4.7 Unused sick leave days may not be accumulated.

11.4.8 TABIO may not be required to honor an employee's entitlement for sick leave if the employee fails to produce a medical certificate from a certified medical practitioner recognized by the Organization.

11.5 Maternity/paternity leave

11.5.1 The purpose of maternity and paternity leave is to enable employees to take care of their new-born and support the spouse. Leave should be requested in writing as far in advance as possible and be supported by a certificate issued by a certified medical practitioner recognized by TABIO.

11.5.2 Full time female employees shall be entitled to 13 calendar weeks (65 working days) of maternity leave with full pay. The female employee may request leave to cover a combination of the late stages of her pregnancy and early days of taking care of the new-born.

11.5.3 Upon return to work the female employee is entitled to a break of up to two hours per day for breast-feeding her child, up to a maximum of six (6) months after maternity leave or as provided for in the labour laws of Tanzania. This time shall be used only for this purpose. The time when this benefit is used shall normally be at the discretion of the employee and shall be negotiated with her Supervisor/ Officer responsible for Human Resource.

11.5.4 Full time male employees shall be entitled up to ten (10) working days of paternity leave with full pay. The male employee may request leave to cover a combination of the late stages of his partner's pregnancy and early days of taking care of the new-born. Paternity leave may only be requested and used for genuinely taking care of the new-born and supporting the mother of the child.

11.5.5 Employees may request to take part of the maternity/paternity leave in half day increments; and the Officer responsible for Human Resource may grant this request after consultation with the employee's Supervisor/relevant Officer.

11.5.6 Maternity/paternity days that are not used within six months of the birth of the employee's child may not be accumulated and shall be forfeited.

11.5.7 In case the maternity or paternity leave period falls beyond the end date of the employee's contract, he/she shall only be paid until the end of the contract. The renewal of the contract shall however not be prejudiced by the pregnancy or maternity/paternity leave status of the employee.

11.5.8 Any maternity leave taken shall not affect annual leave entitlement of female employees. The female employee is entitled to take both maternity and accrued annual leave in the same year, and may combine the two types of leave provided advance notice is given.

11.5.9 TABIO is firmly committed to protecting the rights of expectant mothers. TABIO's policy is to treat women who are pregnant, or with related medical conditions in the same manner as other employees unable to work because of their physical condition in all employment aspects, including recruitment, hiring, training, promotion and benefits. When the employee returns to work, she is entitled to return to the same or equivalent job with no loss of service or other rights or privileges.

11.5.10 Upon return to work, where new mothers are requested to embark on work related travel while their child is still under the age of six months, TABIO may cover economy class travel for the female employee, her child under the age of six months, and a child-minder. TABIO may cover the cost of accommodation for the infant, including a cot where needed, and the child minder provided that both, and together with the female employee, shall be accommodated in a shared room. The child-minder accompanying the employee shall be entitled to TABIO DSA rates for meals, drinks, and incidentals. Additional costs associated with travel for the female employee with a child under the age of six months are subject to approval by the Coordinator.

11.6 Compassionate leave

11.6.1 The purpose of compassionate leave is to enable long term contract employees to attend to the death of family members who have been pre-registered in the Personal File.

11.6.2 The employee shall be entitled to paid leave as follows:

In the event of death of	Number of paid working days
Child (birth or legally adopted), spouse/live-in partner, parent, grandparent, grandchild, or immediate sibling who has been pre-registered in the Personal File	Up to seven (7) working days per event of death

11.6.3 In case of death of a relative or friend not covered under 10.6.2, or for time required that exceeds the provisions noted above, an employee may request the Finance and administration Officer and approved by the Coordinator to use a portion of annual leave for this purpose, or to be provided leave without pay.

11.6.4 An employee seeking compassionate leave shall request it by applying through the online portal, unless circumstances do not allow for this, in which exceptional case he/she shall request leave from his Supervisor/relevant Officer and Officer responsible for Human Resource, and retroactively fill in the leave request as soon as possible.

11.6.5 Unused compassionate leave days do not accumulate.

11.7 Unpaid leave

11.7.1 The Coordinator may, in exceptional cases, and at his/her own discretion, grant a confirmed employee up to three months (13 weeks or 65 working days) of unpaid leave per year, where this is seen to be essential for staff and/or organizational wellbeing. The unpaid leave can also be requested to attend short trainings/courses as per the employee's interest.

12. DISCIPLINARY ACTION

12.1 Purpose

In order to maintain fairness, harmony, effectiveness and accountability at TABIO all employees are subject to disciplinary action where their actions or performance warrant it. This section outlines the responsibilities, conditions and procedures for the administration of disciplinary action at TABIO in a manner that is clear, consistent and that recognizes the rights and obligations of the Organization and the employee.

12.2 General considerations

12.2.1 In all disciplinary cases the employee shall have the right to be heard. An employee shall have the right to see and make copies of all written warnings or formal charges against him/her, and have the opportunity to respond in writing.

12.2.2 All written warnings and any other formal disciplinary charges against an employee must be signed by the Coordinator or the Chair of the Board of Directors as the case may be, and shall pay due attention to employee rights and legal implications when issuing warnings, and ensure all communication is carefully and accurately phrased and checked by the Coordinator, who may also seek legal counsel as needed.

12.2.3 All written warnings and charges and responses thereto shall be confidential and filed securely in the employee's Personal File.

12.2.4 Notwithstanding any action taken under this policy TABIO reserves the right to report any employee to the police and/or institute legal proceedings against any employee.

12.2.5 Any employee who has knowledge of any employee having seriously violated these Policies or having committed any criminal offence must immediately report this to the Coordinator or the Chair of the Board of Directors as the case may be.

12.2.6 When administering disciplinary action, the Board of Directors or Coordinator as the case may be shall take into account applicable laws and seek the advice of the Officer responsible for human Resource.

12.3 Grounds for discipline

Any employee may be disciplined where his/her actions (a) are in breach of the Code of Conduct, Policies, or his/her contract; (b) fails to satisfactorily perform his/her duties or assignments or (c) is implicated in unlawful behaviour.

12.4 Warnings

12.4.1 *Verbal warning:* The Coordinator and/or relevant Officer may issue a verbal warning to the employee for minor violations or failures. A note for the record of this warning stating the grounds for discipline should be made for reference.

12.4.2 *Written warning:* The Coordinator and/or relevant Officer may issue a written warning to the employee. Written warnings may be issued after repeated verbal warnings, or in cases of serious violations or failures, and must be signed or endorsed by the Coordinator.

12.4.3 *Final Written Warning:* The Coordinator or the relevant Officer may issue a second written warning to the employee, which shall usually constitute a final warning. Second written warnings are issued where the employee has not improved on her actions or performance despite the first written warning, and must be signed or endorsed by the Coordinator.

12.4.4 The Supervisor/relevant Director of the employee who has received written warnings shall closely monitor and document the performance of the employee in the period following the issuance of warning, and inform the employee and the Coordinator of progress made on a regular basis.

12.4.5 The disciplinary record of an employee shall not be used against the employee after twelve (12) months have elapsed following the disciplinary action.

12.5 Termination on misconduct

12.5.1 The Coordinator may terminate the contract of an employee with immediate effect where the employee:

- substantively or willfully violates the TABIO Code of Conduct
- is absent from work for three (3) or more successive days without prior permission or where explanation for such absence is found to be unsatisfactory by the Coordinator
- makes false or misleading statements or commits theft, fraud or misappropriation of TABIO properties or assets
- uses his/her position for unauthorized personal gain or other unethical conduct
- commits violence against an employee, director, intern, visitor, or other person affiliated with TABIO
- fails to show improvement in performance or fails to successfully carry out responsibilities, and has already been served with two written warnings in the prior twelve months
- is convicted in a court of law of criminal offence
- commits any other violation that is subject to termination on misconduct under applicable laws

12.5.2 An employee who is terminated on misconduct shall immediately return all TABIO properties and materials under his/her possession and vacate TABIO premises.

12.5.3 An employee who is terminated on misconduct shall not be entitled to advance or any notice, or any other termination benefits whatsoever, except for accrued annual leave, payment of basic salary and pension contribution up to the date of termination on misconduct.

12.6 Suspension

12.6.1 The Coordinator may suspend an employee, pending further investigation, where he/she has reason to believe the employee may have committed a serious violation of the TABIO Code of Conduct, Policies or applicable laws.

12.6.2 During the period of suspension an employee shall be entitled to half pay. If at the conclusion of the investigation the employee is found guilty of the violation his/her contract shall be terminated and he/she shall not receive any additional pay or benefits.

12.6.3 An employee who is suspended may be required to return all TABIO properties under his/her care and vacate TABIO premises.

12.6.4 Where the matter is not resolved within one (1) month of suspension, TABIO and/or the employee may resort to the normal termination clauses as provided herein. In this event the employee shall receive the benefits due in relation to termination of contract.

12.6.5 To the extent practicable, the employee concerned shall be provided an opportunity to defend him or herself prior to a decision to suspend him/her.

12.7 Recovery of losses or damages

12.7.1 Where TABIO suffers any loss or damages as a result of neglect of duty on the part of an employee or non-compliance with any lawful instruction, or where the employee has caused willful damage or loss, the Board of Directors or Coordinator may require the employee to make good such loss or damage by withholding up to twenty-five (25%) percent of his/her gross salary every month until the liability is fully recovered.

12.7.2 Notwithstanding the provision above, TABIO may additionally resort to legal action to recover the value of damaged or lost assets.

12.8 Right of appeal

12.8.1 An employee who is aggrieved by disciplinary action taken against him/her may appeal within seven (7) days to the Coordinator for reconsideration, stating his/her case in writing. The Coordinator shall respond to such appeals as soon as possible and no later than thirty (30) days of receiving the appeal.

12.8.2 In cases where the disciplinary action against an employee involves suspension, termination on misconduct or cost recovery, an employee who is not satisfied with the disciplinary action may further appeal to the Board of Directors within seven (7) days, stating his/her case in writing. The Board of Directors shall respond to such appeals as soon as possible and no later than thirty (30) days of receiving the appeal.

12.8.3 The disciplinary actions taken shall remain in effect during the course of the appeal, unless the Coordinator or the Board as the case may be chooses to postpone action pending ruling of the appeal.

12.8.4 Where the disciplinary action is overruled or modified after having been in effect, except as provided otherwise herein, the Coordinator or the Board as the case may be shall determine the extent of foregone benefits to which the employee shall be entitled.

12.8.5 The decision of the Board in any case of appeal shall be final and conclusive.

13. SEPARATION

13.1 Purpose

This policy describes the circumstances under which an employee ceases to become an employee of TABIO (i.e. is 'separated') and the rights and benefits that shall be applicable in each case.

13.2 Grounds for separation

13.2.1 An employee may cease to be employee of TABIO under the following circumstances:

- Failure to satisfactorily complete probation period
- Termination on misconduct on disciplinary grounds
- Performance assessed to be unsatisfactory or below expectation in annual appraisal
- Redundancy of the employee's position
- Expiration of contract
- Retirement
- On medical grounds
- Death of the employee
- Either party providing minimum notice
- By mutual agreement between TABIO and the employee

13.2.2 The circumstances leading to separation, minimum notice required and benefits due are summarized in the following table and elaborated further below:

Circumstance	Minimum Notice	Benefit due
Medical grounds	After 90 working days of illness, if declared unfit for work by a medical practitioner	Pension, severance pay and certificate of service
Unsatisfactory probation	TABIO to provide 7 days' notice if given in the first month, 4 days if the employee is employed on daily or weekly basis and 28 days' notice if the employee is employed on a monthly basis OR payment which is equivalent to the notice period	Pension only
Termination on misconduct	None	Pension, accumulated annual leave
Staff appraisal below expectation of unsatisfactory	TABIO to provide notice of 1 to 3 months for confirmed employees	Pension, accumulated annual leave and certificate of service
Redundancy	TABIO to provide notice of 1 to 3 months for confirmed employees	Pension, severance pay, accumulated annual leave and certificate of service
Expiration of contract	None	Pension
Retirement	TABIO provide notice of 1 month	Pension, severance pay, accumulated annual leave and certificate of service
Death of an employee	None	Pension, three-month salaries
Providing minimum notice	Either party providing notice of: a) one week if given during probation period, b) one to three months for confirmed staff	Pension, severance pay, accumulated annual leave and certificate of service
Ending contract by mutual agreement	As mutually negotiated by TABIO and employee	Pension, severance pay, accumulated annual leave, certificate of service and other benefits as mutually negotiated, not exceeding normal

13.3 General considerations

13.3.1 Both TABIO and the employee shall seek to minimize disruption to the work of TABIO and life of employee to the maximum extent possible.

13.3.2 The party initiating the separation shall strive to inform the other of its intention to separate as far in advance as possible.

13.3.3 All notices regarding separation or other changes to contract shall be served in writing and must be signed by the Coordinator.

13.4 Detail grounds for separation

13.4.1 **Medical grounds:** An employee who has been on sick leave for 18 weeks (90 working days) in a period of twelve months shall be examined by a certified medical practitioner recognized by TABIO, and if he/she is declared unfit to continue working the Coordinator may, after consultation with the relevant Officers, terminate the employee's contract on medical grounds. In such an event the employee shall be entitled to all applicable benefits as stipulated herein.

13.4.2 Unsatisfactory probation: An employee who is not confirmed after serving on probation may have his/her contract terminated with notice of two weeks or half month's pay in lieu of notice. The employee shall receive pension but not be eligible to receive accrued leave.

13.4.3 Termination on misconduct: An employee who is terminated on misconduct shall not be entitled to advance or any notice, or any other termination benefits whatsoever, except for payment of basic salary and pension contribution up to the date of termination on misconduct, plus accumulated leave.

13.4.4 Unsatisfactory appraisal: The Coordinator may, at his/her discretion, provide an employee assessed to have performed unsatisfactorily or below expectation additional time to improve performance or terminate the employee's contract by providing minimum notice, unless his/her contract expires earlier.

13.4.5 Redundancy: The Board of Directors may determine to make a position redundant, subject to applicable national laws, where the position is seen to be no longer in the interest of TABIO or consistent with evolving plans and strategies. In such cases the Coordinator shall strive to engage with and inform employees of TABIO's intention as far in advance as possible. In such cases, TABIO shall provide minimum notice or payment in lieu of notice. In this case the employee shall be entitled to accrued leave, pension, severance pay and certificate of service.

13.4.6 Expiration of contract: Upon expiration of the employment contract, the employee shall be paid terminal benefits as stated in the said contract. In this case the employee shall be eligible to use up earned leave prior to end of contract, unless the Organization requests otherwise, in which case accrued leave days shall be paid for upon close of service and completion of exit procedures. In the event that the employment contract with TABIO is not renewed after expiry, the employee shall have the right to claim pension payments, severance payments and a certificate of service.

13.4.7 Employment contracts may be renewed by mutual agreement of both parties, and there shall not be any assumption of automatic renewal. However, both parties shall seek to provide advance notice of at least one month of its intention or desire to renew the employment contract.

13.4.8 Retirement: An employee shall retire from the service on his/her 60th birthday. Voluntary retirement is possible starting from 55th birthday onwards. Certification of age for purpose of retirement shall be on the basis of original birth certificate, age assessment certificate or insurance fund or other official document. TABIO may retain a staff member beyond the retirement age, within the boundaries of a running fixed term contract and if it is convinced he/she will benefit the organization. A minimum notice period of thirty calendar days shall be given to a retiring staff.

13.4.9 Death of employee: If the employee dies, the officially designated next of kin of the employee shall be entitled to receive full payment of salary until the employee's last actual day worked and payment of unused annual leave. In case staff is on work travel beyond duty station, and dies, TABIO shall cover for actual cost for the transportation of the body back home.

13.4.10 Provision of minimum notice/ Resignation by the employee: At any time, either TABIO or the employee may terminate the employment contract by providing minimum notice or corresponding payment in lieu of notice. An employee who has provided minimum notice shall not be entitled to take annual leave during the notice period unless the Supervisor/relevant Officer determines granting leave shall not disrupt the work of TABIO. Where the Coordinator has provided minimum notice, the employee shall be entitled to take accrued leave during the period of minimum notice. An employee whose contract is terminated through provision of minimum notice shall be eligible to receive accumulated pension.

13.4.11 **By mutual agreement:** At any time, either TABIO or the employee may agree by mutual agreement to terminate the employment contract at a time to be mutually negotiated. An employee whose contract is terminated through provision of minimum notice shall be eligible to receive pension, and other benefits if any in accordance with the terms of the mutual agreement, provided that the benefits do not exceed what would have otherwise been normally provided.

13.5 Exit requirements

13.5.1 Prior to completion of employment term each employee shall undertake the following:

- Complete a detailed, written handover as per organizational standard
- Complete an exit form
- Fully document and handover all organizational assets, material, documents, ID cards, etc. to an officer designated by the Organization
- Cooperate with IT Officer to turn off all passwords and discontinue their use
- Fulfil any other requests as may be reasonably requested by management

13.5.2 Upon the last day of work the Finance and Administration Officer working with the responsible Supervisor/relevant Officer and IT Officer shall ensure that access to all offices and computers/programs shall be systematically reviewed and closed (especially disabling of all passwords). Email shall be set up with automatic response for three months and thereafter records shall be archived.

14. GRIEVANCES

14.1 Purpose

Internal conflict, disagreements and misunderstandings among employees are unavoidable from time to time in any organization. This policy articulates the principles and procedures that are to guide how these are to be managed at TABIO. This policy does not apply in cases of serious misconduct where an employee's action is subject to disciplinary action.

14.2 General principles

14.2.1 All employees shall strive to act towards others in a manner that is respectful, generous, understanding and civil and seek to avoid causing other employees to become unnecessarily aggrieved.

14.2.2 All persons involved in handling grievances, and especially officers to whom the matter is brought for adjudication, shall at all times act in good faith, and be fair, considerate, truthful and even-handed, and to take into account the interests of the employees concerned and TABIO as a whole.

14.2.3 Employees who have acted inappropriately are expected to acknowledge their mistakes and apologize, regardless of their position in the organization; and seek to change their behaviour. Employees who have been aggrieved shall similarly seek to be generous spirited and reconcile themselves with their colleagues.

14.2.4 Honest, straightforward dialogue is always preferred over secretive complaining. Aggrieved employees and those advising them should at all times seek a swift and fair resolution to the problem rather than 'complaining in the corridors' or otherwise entertaining or being party to continued secretive discussion.

14.2.5 Employees shall seek to resolve matters in good faith among themselves before referring the matter to higher levels or talking about it widely with others.

14.3 Grievance procedure

The following steps shall be observed in seeking to resolve grievances:

14.3.1 The employee(s) who is/are aggrieved by another employee shall, wherever possible, seek to resolve the problem with the perceived offending party before taking the matter to others.

14.3.2 The aggrieved employee(s) who is/are unable to resolve matters among themselves should seek the advice of their Supervisor/relevant Officer(s) who must try and resolve the matter within 5 working days. In exceptional cases, where warranted, this timeframe may be extended by mutual agreement of parties concerned. The Supervisor/relevant Officer may, where appropriate, seek the advice of the Officer responsible for Human Resource. In the event that the grievance is not resolved at this level it must be referred to the next level of management being the Coordinator.

14.3.3 The aggrieved employee(s) who is/are unable to resolve the situation after the Officer responsible for Human Resource's intervention, or where the problem involves the Officer responsible for Human Resource, shall seek the advice of the Coordinator who must attempt to resolve the matter within 7 working days. This timeframe may be extended by mutual agreement of parties concerned. Except for circumstances where the grievance concerns the Coordinator, his/her decision to solve the grievance shall be binding on and accepted by the employees concerned.

14.3.4 Where the grievance is against the Coordinator, and it cannot be resolved through direct dialogue with him/her, or the intervention of the aggrieved employee's Supervisor/relevant Officer and/or Officer responsible for Human Resource, the aggrieved employee may refer the matter to the Chairperson of the board of Directors who shall attempt to resolve the matter within 10 working days of being approached. This timeframe may be extended by mutual agreement of parties concerned. In such an event the arbitration of the Board of Directors or Board Chairperson as the case may be shall be binding on and accepted by the employee(s) concerned.

14.4 Other provisions

14.4.1 The aggrieved employee(s) and/or any other party who is formally involved in dealing with the grievance may at their discretion choose to document the problem and resolution. Such documentation may serve as a note for the record and be kept for future reference, but shall normally not constitute a formal entry into the Personal File, unless the Coordinator determines it to be sufficiently serious to warrant such status.

14.4.2 A grievance that is determined by the Coordinator to be sufficiently serious as to constitute the grounds for disciplinary action shall be subject to Policy addressing disciplinary action.

14.4.3 An employee with a grievance may request a colleague long term contract employee accompany and assist him/her in dealing with a grievance.

15. INFORMATION TECHNOLOGY (IT)

15.1 Purpose

Computers, software and electronic communication (Information Technology or IT) are essential work tools at TABIO, and increasingly so as key processes are moved online. Accordingly, it is important basic expectations and rules and regulations pertaining to the use of IT infrastructure at TABIO. All staff must comply with IT Policy Guidelines; failure to do so may lead the Organization to restrict, deny or cancel staff access.

15.2 Allocation of computer and software

15.2.1 Each employee who requires a computer to fulfil his/her responsibilities shall be allocated reserved or shared access to a desktop/laptop preferably **MacBook** which may be recalled where TABIO determines this to be in the organization's interests. The Head of Programmes shall determine the employee entitlements to computer equipment and software, taking into account budget provisions and other relevant criteria.

15.2.2 Employees allocated laptop computers shall be responsible for exercising great prudence and taking all measures to ensure safety and good use. Laptops may not be left in unlocked locations, placed into airline or bus checked baggage or otherwise stored in a location where it could be misplaced or misappropriated.

15.2.3 Each employee shall be responsible for the safety and taking care of computer equipment allocated or used by him/her consistent with the provisions herein and guidelines that may be issued from time to time. An employee who uses computers in violation of policies and guidelines may forfeit access and be subject to further disciplinary action.

15.2.4 All organizational computer equipment (servers, desktops, laptops, etc.) may only have approved software installed on it. No employee may install, download or transfer software, encryption, unauthorized files or other programs without the express permission of the IT Officer who shall work under the guidance of the Officer responsible for Human Resource and the Head of Programmes.

15.2.5 Each employee shall have accounts set up for him/her by the IT Officer commensurate with his/her duties and functions at TABIO. The employee shall ensure that he/she establishes strong difficult to guess passwords (usually consisting of a combination of capital and small letters and numbers) for each of these accounts, and changes them at least once every four months to maintain security. An employee may not share their personal password with anyone else and shall take care to protect it, including not typing or saving it in a manner that could be accessed by others. The IT Officer shall advise on secure use of passwords, and lead by example in his/her own practice. He/she shall maintain all organizational encryption keys and passwords in a highly secure manner, and establish a protocol whereby the Coordinator and Head of Programmes know how to access them in emergency situations.

15.3 Email

15.3.1 Each long-term contract employee shall normally be provided with a personalized @tabio.org email account; interns, consultants and other shorter term employees shall be either be provided with general temporary addresses (such as internYY@tabio.org where YY stands for the initials of the temporary staff person) or asked to use their private email address. Organizational email addresses shall generally be reserved for correspondence with professional colleagues, and employees shall use their own personal (non-work) email addresses for personal communication. All email through official addresses shall be recorded/logged and subject to organizational scrutiny.

15.3.2 All employees shall take care to safeguard system passwords and overall security of organizational IT systems. Passwords issued to employees may not be given to any other party. No employee may attempt to use, hack into or otherwise attempt to access material and systems to

which they are not entitled. An employee who is aware of any other person violating this provision shall promptly inform the Head of Programmes.

15.3.3 All email messages (received and sent) are organizational records. The contents of email, properly obtained for legitimate work-related purposes, may be disclosed within the organization without an employee's permission. Therefore, employees should not assume that messages are confidential. A back-up copy of email shall be maintained by the Organization at all times and may be referenced by management for work related and legal reasons. Employees may not delete or otherwise erase any work-related email.

15.3.4 All organizational email shall normally have a standard signature in a format and style established by the Organization under the guidance of the Head of Programmes. All staff shall maintain this signature.

15.3.5 Email communication represents the values and reputation of the Organization. Accordingly, each employee shall adhere to email use guidelines that may be issued from time to time. In particular, each employee shall:

- Ensure that correspondence is well written, clear, edited and does not have spelling or other errors
- Keep the language, style and tone used courteous and professional
- Keep emails focused and to the point, avoid lengthy text and verbosity
- State action needed/purpose of email clearly and succinctly in subject lines
- Address essential people in the 'To' section from whom action/response is expected; include others who need to know but from whom no action/response is expected in the 'cc' section; and avoid use of 'bcc'. Generally, cc your Supervisor on all emails with external parties and on all serious internal matters.
- Avoid hitting 'reply all' where not necessary to avoid clogging up inboxes
- Be careful to only commit to what is within your authority level, do not imply or promise more than that or otherwise raise expectations
- Be constructive and solution focused and helpful

15.3.6 The following specific email behaviours are NOT acceptable at TABIO:

- Offensive email: Employees may not send or forward a message that causes justified offence (e.g. that is racist, sexist, homophobic, defamatory, abusive, offensive or obscene) or that which could bring TABIO into disrepute; violations may be subject to disciplinary action.
- Excessive Personal use: Email facilities are for work use during working time and any abuse could lead to disciplinary action. Whilst not explicitly prohibited, personal use of email/internet should be kept minimal and not disrupt work. Personal emails should use personal (non-TABIO) email addresses
- Email overuse: Avoid using email for general informational items where a response or action is not required from specific officers
- Junk Mail: Forwarding of jokes, chain letters or personal mail to other individuals or groups is not allowed
- Opening file attachments from unknown users: Because of the problem of viruses, employees may not open any file attachments that do not come from a trusted source.
- Non-professional use: Avoid 'smiley' faces, fancy fonts and colours, and other non-professional images.

15.3.7 Emails shall be responded to promptly. The norm is to respond to (internal or external) emails within one to two working days of receipt; but in no case should it take more than five working days. Where working on a response may legitimately take longer, the employee shall acknowledge receipt of email and let correspondent know when a substantive response shall be sent.

15.3.8 When an employee is on leave or otherwise occupied such that he/she cannot access/respond to emails for two working days or more, he/she shall set up a 'vacation' auto-response notification in accordance with organizational standards. Employees who are out of the office on work travel are expected to check and respond to their emails to the extent possible, but may set up the auto-response to state that there may be a delay in response. The auto-response shall state the date when the employee expects to be back at work/able to respond to emails.

15.4 Internet

15.4.1 All computers shall be connected to the Internet primarily for work related (and limited personal) use unless determined otherwise by the Head of Programmes. Internet may be accessed using approved browsers with sufficient anti-virus protection. Employees shall at all times use the Internet in a manner that does not disrupt the work of TABIO, and personal use is kept to a minimum and/or undertaken outside official working hours.

15.4.2 Use of social media accounts such as Facebook, Twitter, Instagram and WhatsApp is permitted but employees shall exercise care and good judgement to keep use limited and ensure it does not harm or disrupt the work of the Organization. While social media accounts are personal, employees are still affiliated with TABIO and shall take care not to post any comments that contravene TABIO values or principles, or do anything that may harm the interests, objectives or reputation of the Organization.

15.4.3 Employees may not at any time view pornographic or other offensive websites, may not engage in online gaming or competitions, may not watch non-work-related films, download large image, video or other large files unless necessary for work, or engage in activities that impair computer network functioning or safety. Employees may not during working hours post items on the Internet or social media that could be considered frivolous or embarrassing. Employees may not download any software or software enhancements that are not explicitly authorized in advance by the IT Officer or Head of Programmes.

15.5 Document management and protection

15.5.1 The IT Officer, under guidance of the Head of Programmes, shall set up an electronic folder filing system in time for the beginning of each year. The system shall generally follow the logic of the respective Annual Plan. All employees are required to save electronic documents (including draft versions) in accordance with approved file naming conventions and file them in common electronic folders in accordance with guidelines issued by the IT Officer or Head of Programmes. Adherence to this convention helps ensure that files are properly organized, easily accessible to colleagues when the employee is not available or years later, and so that proper backups are made. An employee who does not save files as required shall be considered in violation of Policies.

15.5.2 At the direction of the Coordinator or Head of Programmes, the IT Officer shall set up certain folders that shall be confidential and limited to specified designated users and/or password protected. No person who is not authorized to use these files shall have attempt to access or view these files and folders.

15.5.3 Employees shall have access to the files and data needed to perform their duties, for which access privileges shall be established. All employees shall maintain data integrity and confidentiality in accordance with instructions. No employee shall access or attempt to access data that is confidential or to which he/she does not have access privileges.

15.5.4 Employees may to a limited and reasonable extent create personal files on work computers, provided nothing is done that is or could be perceived to be offensive, inappropriate, and illegal or otherwise harm the reputation of the Organization. Each employee shall have a personal folder set up for him/her in which to save their personal files, which while the Organization does to intend to scrutinize, shall nonetheless be subject to scrutiny where the Organization sees it fit to do so.

15.5.5 All work related files belong to the Organization which shall maintain a backup and may access files at any time.

15.6 Skype or equivalent

15.6.1 TABIO shall use Skype (or equivalent platform as determined by the Head of Programmes) to enable quick, easy and inexpensive communication among staff, members and with key partners. Skype shall serve as the primary chat and calling method and when staff are traveling to areas with reliable internet access. Skype chat communication shall serve informal purposes; any formal communication shall be sent in writing by email or other secure means.

15.6.2 Each TABIO staff shall establish an individual Skype account (with professional sounding name and that is not shared with family or others) and shall have it turned on at all times while working (including when working out of the office).

15.7 Electronic calendar

15.7.1 Each long-term contract employee of TABIO shall maintain an accurate, complete and updated electronic calendar (currently Google calendar or Gcal) which is shared with other employees. Each employee shall record information regarding all work-related meetings, travel, assignments, engagements, blocked off time for special tasks, leaves and other out of office matters, so as to enable broad transparency, other staff to become aware of what is going on and the whereabouts of each employee during work hours. The information recorded shall include important information such as purpose/agenda of meetings, persons to meet, start/end times, and location. Failure to adequately use electronic calendar shall be considered a violation of Policies.

15.7.2 Staff may also record personal engagements in the electronic calendar that are scheduled during or outside work hours, but such events shall clearly be marked private.

15.7.3 Electronic calendar records may be considered as one factor in the staff appraisal and performance assessment process.

15.8 Organizational communications platform

15.8.1 Each employee shall post information of general interest that does not require a formal response or approval in the organizational electronic platform e.g. **SalesForce Chatter and/or WhatsApp**. The purpose is to keep colleagues and interested Board members informed of key happenings, events, ideas, work related news and papers worth reading, to solicit general (voluntary) feedback, and to contribute to organization wide learning and discussion. Examples include organizational events, launches, studies, papers; sharing interesting reading material, TABIO issues in the news; new ideas and suggestions. While the platform shall maintain an informal and relaxed manner, it should remain professional and work related, and private matters (e.g. fundraising for wedding costs, reviews of restaurants, private jokes) should generally not be posted here. Care should also be taken to follow general good writing practices (check spellings; keep it short/to the point). For easy search and future reference key words (tags) should be used.

15.9 Telephone

15.9.1 All employees are expected to have a functional mobile phone to enable communication and to share the mobile phone information with fellow employees. An employee's mobile phone number may generally not be shared with third parties without the permission of the employee, who may also determine whether or not to include the mobile phone number in the email signature and/or business cards. TABIO shall not be responsible for any loss, damage, malfunction or other problem that may occur with the employee's personal mobile phone.

15.10 Monitoring

15.10.1 While TABIO does not routinely do so, it reserves the right to monitor the use of email, Internet, social media, and other computer/network use. Cases of suspected abuse or misuse shall be investigated immediately and may be subject to disciplinary action. TABIO, at its sole discretion, may restrict, suspend or cancel an employee's access to all or part of its IT infrastructure where it is deemed warranted.

15.10.2 If any employee is concerned that he/she may have intentionally or unintentionally either abused or misused the email or internet facilities he/she is advised to discontinue the activity immediately and to advise his/her Supervisor and Officer.

15.11 Leadership

The Coordinator and Head of Programmes of TABIO as well as the IT Officer, as leaders in the Organization are expected to promote understanding of, respect for and adherence to IT Policies and practices outlined herein, and to lead by example.

16. ENVIRONMENT

16.1 Purpose

The Purpose of this Policy is articulate the principle understandings and measures that TABIO shall take to safeguard the environment for present and future generations, and to reduce the negative impact of its own practices.

16.2 Key principles

The following principles shall guide the practices of each employee while at and outside work:

- Good environmental practice includes, in order of priority, to reduce, reuse and recycle.
- Diversity of plant and animal life is important to preservation of biodiversity and regeneration of the earth.
- A clean and healthy environment is good for health and sustainability. It is also aesthetically pleasant and enjoyable.
- Natural, local materials that are biodegradable and/or have a low impact on the environment and have not required extensive transport (e.g. baskets, clay pots) shall be used wherever practicable. Practices that increase carbon footprint and contribute to climate change shall be reduced where practicable, and alternates sought where practicable.

16.3 Specific environmental practices

16.3.1 All employees shall seek to minimize the amount of waste generated by him/her and the organization as a whole. This shall include reducing the use of paper, inks, plastics and food waste.

16.3.2 Plastics are not biodegradable and are therefore especially harmful to the environment. Each employee shall see to it that their use is reduced and completely eliminated wherever possible. In particular, the use of plastic bags and plastic bottles shall be discouraged at TABIO functions wherever practicable. Officers responsible for procurement shall make use of reusable containers (such as straw baskets) to carry materials.

16.3.3 Used batteries are toxic and harmful to the environment. TABIO shall use rechargeable batteries wherever possible. Where disposable batteries are used they shall be disposed of safely.

16.3.4 The use of chemicals shall be eliminated wherever possible and otherwise reduced, and natural, biodegradable materials used instead. This applies in relation to cleaning, polishing/varnishing, fumigation and construction/renovation materials, including work done by outside companies contracted by TABIO.

16.3.5 Practices and materials that pollute the air shall be reduced. The use of aerosols is strictly discouraged and where needed, other means to prevent mosquitoes and clean the office shall be used. Air conditioning releases chemicals that are harmful to the ozone layer and use excessive electricity that increases carbon emissions. Its use in offices and office vehicles shall be limited where possible and used only when necessary.

16.3.6 Electricity use is harmful to the environment, and should be minimized where practicable. All employees shall turn off air conditioners, lights, fans, computers and other equipment when not in use. Use of air conditioners and heat making machines (microwaves, water dispensers, hot water kettles) shall be used only when necessary because of their high energy demands. The generator-set shall be used when necessary, and organized in a manner so that maximum use of it is made when turned on.

16.3.7 Vehicle use is generally harmful to the environment for the fuel it uses, the air pollution it causes, and the disposal of oils and other harmful substances. Vehicle use shall be minimized

where possible, and used in a manner that reduces trips and mileage (e.g. consolidate need to travel to one area rather make several trips). Wherever possible the smaller, more fuel-efficient vehicles shall be used instead of larger 4-wheel drive vehicles. For out of town travel use of vehicles shall generally be treated as a last resort where public transport and other options are not practicable. Vehicles shall be serviced and maintained for efficient functioning so as to reduce negative impact on the environment.

16.3.8 While air travel is a necessary part of our work, it is a particularly high source of carbon emissions and all employees and Supervisors should therefore seek to reduce its use and/or make it more efficient. This includes considering alternatives, such as using Skype and video/zoom conferencing instead of travel for meetings, offering to make presentations by video recording instead of being physically present, 'batching' activities in one trip instead of doing multiple trips (e.g. having one three-day meeting instead of three one-day meetings) where significant travel is involved, and so forth. TABIO policy to only cover economy class travel saves both costs and has lower impact on the environment.

16.3.9 Consuming meat products is increasingly understood to be a major contributor to global warming, due to the large amount energy required to produce, store and transport meat and the high impact of methane gas produced by livestock. TABIO therefore, encourages its employees to consider reducing meat intake and the Organization is encouraged to reduce the occasions or number of lunch days where meat is served.

16.3.10 Water is a precious and diminishing resource. All employees and TABIO shall use it judiciously and seek to eliminate wastage. The amount of water used in cleaning (building, dishes, cloths etc.) shall be kept to a minimum. Employee cars may generally not be washed at TABIO offices. Low use flushing systems shall be used in toilets. Tap water shall be used sparingly, and any leaks promptly reported and fixed. Ways in which TABIO could harvest rainwater shall be explored.

16.3.11 Paper use contributes to deforestation and chemical contamination. All employees shall strive to reduce its use, and recycle where possible (e.g. reducing printing, writing notes on back of scrap paper, printing drafts, reusing envelopes, during packing). When printing and photocopying using both sides, printing '2 pages on 1 page', printing using 'eco-mode' and other reduction measures shall be encouraged. All units shall plan mass printing requirements carefully so as not to 'overprint'; and explore the potential for printing on recyclable and chemical/acid free paper.

16.4 No smoking

16.4.1 Smoking and the inhalation of secondary smoke is hazardous to the health and well-being of our employees. TABIO premises and activities shall therefore strictly be a smoke free zone, and smoking shall not be permitted in offices and other public areas (such as lifts/toilets/training and meeting rooms/open plan areas, at gates or entrances where staff or visitors may be required to pass through or by).

16.5 Responsibilities and awareness

16.5.1 The environment is everyone's responsibility. Each employee, and the organization as a whole, has the responsibility to safeguard the environment. This means each employee and TABIO is responsible for acting in a manner that reduces negative impact, and contributes to renewal and regeneration of the environment, and to promote such practices throughout.

16.5.2 Awareness of the adverse effects of climate change and contributors to climate change may not be widely shared across TABIO, therefore Finance and Administration and Heads of Programmes shall take explicit steps to effectively inform and educate one another on these matters.

17. MANAGEMENT OF HIV AND AIDS IN THE WORKPLACE

17.1 Purpose

The purpose of this policy is to ensure a consistent and equitable approach to the prevention HIV/AIDS among employees and their families, and to the management of the consequences of HIV/AIDS, including the care and support of employees living with HIV/AIDS. The policy shall be developed and implemented in consultation with employees at all levels. It will be in compliance with existing laws on discrimination, working conditions, and safety and health, and with the ILO code of practice on HIV/AIDS and the world of work.

17.2 Policy framework and general principles

17.2.1 TABIO does not discriminate or tolerate discrimination against employees or job applicants on any grounds, including HIV status. While TABIO recognizes that there are circumstances unique to HIV infection, this policy rests on the principle that HIV infection and AIDS should be treated like any other serious condition or illness that may affect employees. It takes into account the fact that employees with HIV may live full and active lives. TABIO's commitment to maintaining a safe and healthy work environment for all employees is based on the recognition that HIV is not transmitted by casual contact.

17.3 Stigma, discrimination and rights

17.3.1 Rights, such as those relating to confidentiality and access to benefits, shall not be affected by an individual's HIV-positive status. Stigma and discrimination compromise employee welfare and a safe and healthy work environment. They also undermine HIV-prevention efforts, which depend on an atmosphere of openness, trust and respect for basic rights.

17.3.2 TABIO shall take active measures to challenge discrimination and stigma against people affected by HIV and AIDS, and to protect the basic human rights of all employees in the workplace. HIV-positive employees shall be protected against discrimination, victimization or harassment through the application of normal TABIO's disciplinary and grievance procedures, and the provision of information and education about HIV and AIDS to all employees.

17.4 Employment opportunities and termination of employment

17.4.1 No employee should suffer adverse consequences, whether termination on misconduct or denial of appropriate alternative employment opportunities, merely on the basis of HIV infection, except where the condition of one's health prevents him/her from effectively conducting their work. An HIV positive long-term contract employee shall have the right to remain in his/her current position for the duration of their contract as long as he/she is physically and mentally able to perform his/her duties.

17.5 Testing

17.5.1 TABIO shall not require HIV testing as a prerequisite for recruitment, access to training or promotion. However, TABIO encourages access to voluntary confidential testing with counselling for all employees.

17.6 Confidentiality

17.6.1 TABIO recognizes the sensitive issues that surround HIV and AIDS, therefore, undertakes to handle matters in a discreet and private manner. Where an employee with HIV has revealed his/her status to management, TABIO shall keep the identity of the person and his/her status confidential. However, in line with TABIO's philosophy of openness, employees shall be encouraged to be open about and discuss their HIV status.

17.7 Awareness and education

17.7.1 In the absence of a vaccine or cure, information and education are even more vital components of an HIV-prevention programme, because the spread of the virus can be limited by informed and responsible behaviour. TABIO shall arrange HIV education for all employees from time to time, and encourage open information exchange about prevention, treatment and care. Employees shall be informed about HIV and AIDS, and how to protect themselves and others against infection. Activities shall take into account the different needs of male and female employees.

17.8 Management response to HIV and AIDS Health issues

17.8.1 Management may require visibly ill employees to undergo a medical examination. This assessment shall determine if the employee can continue with their current tasks despite deteriorating health. This examination may also determine if the employee has any communicable disease (i.e. TB) that may endanger co-workers. The exam shall not test for HIV or AIDS. The exam shall result in one of the following actions:

- If the medical practitioner's recommendation is that the employee is able to continue in his/her current position and there is no danger to co-workers the employee can return to his/her position immediately.
- If the medical practitioner's recommendation is that the employee can work full time but needs lighter duties, the employee shall be re-assigned to lighter duties to the maximum extent possible, for a set period of days, consistent with Policies herein. There shall be no decrease in salary during the period of re-assignment.
- If the medical practitioners recommend that the employee take sick leave the employee shall be required to take the recommended leave, consistent with TABIO Policies.

17.8.2 TABIO promotes the use of Antiretroviral Therapy (ART) and encourages employees infected with the HIV to be treated with ARV's.

18. CONFLICT OF INTEREST

18.1 Definitions and procedure

18.1.1 A conflict of interest arises whenever the employee has the opportunity to influence TABIO operations or decisions in ways that could result in an actual, potential or perceived personal financial benefit to the employee or his/her relatives (which for this purpose include spouse or live-in partner, parents or grandparents, children or grandchildren, siblings or cousins, nephews or nieces, uncles or aunts, parents in law or siblings in law).

18.1.2 No employee shall, while in the employment of TABIO, engage in any business or activity that would undermine his/her performance or conflict with the interests of the Organization. No employee may use his/her position at TABIO to secure personal financial benefits for themselves or any of their relatives.

18.1.3 TABIO may not enter into agreements with or procure goods or services from employees, officers, directors or their relatives or anyone residing in their household, except for exceptional circumstances where it is demonstrated to be in the best interest of TABIO and no viable alternatives are possible. All such decisions shall be approved by the Coordinator, fully documented and disclosed in writing to the Board.

18.1.4 No employee may involve him/her in any decision-making process, or seek to in any way to influence it, where he/she or his/her relatives may be in a position to gain privately from the decision. All employees shall disclose forthwith any or potential conflict of interest and seek approval before proceeding.

18.1.5 No employee may undertake any paid or remunerated activity, while employed at TABIO, save coverage or reimbursement of costs incurred in the course of undertaking approved activities. No employee may become a member, director or officer of a company or association without prior approval in writing from the Appointing Authority.

18.1.6 Upon commencement of long-term contract employment at TABIO for the first time and on or about January 15 every year, each employee shall truthfully complete and sign a conflict of interest declaration form and submit it to the Finance and Administration Officer or his/her representative. The form shall include disclosure of an employee's affiliation with companies and associations, shareholding and businesses. Each employee shall be responsible for disclosing any changes to their conflict of interest disclosure status within one week of the change of status and submit the same to the Finance and Administration Officer.

18.1.7 The Finance and Administration Officer shall ensure that such disclosures are compiled and easily accessible. Officers responsible for procurement of goods and services and recruitment of staff and consultants shall regularly refer to the disclosure information in the course of undertaking their responsibilities.

