



# HONEYGUIDE

## HUMAN RESOURCE MANUAL

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# CHAPTER 01

## INTRODUCTION AND PURPOSE

# CHAPTER ONE

## 1. INTRODUCTION AND PURPOSE

The Human Resource Manual contains terms and conditions of employment apply to all Honeyguide employees and form part of Employment Contract.

The management of Honeyguide reserves the absolute right to alter, amend or revise these Terms and Conditions of Employment either individually or collectively without notice.

These Terms and Conditions of Employment are subject to and subordinate to the Labour Institutions Act, CAP 300, R.E 2019, Employment and Labour Relations Act, CAP 366, R.E 2019, Rules and Regulations made under the Acts and any other relevant laws, which may be in force from time to time. ` 1

At the commencement of employment (or during initial training), each employee will undergo an induction period, during which these Terms and Conditions of employment, the Disciplinary Code and the Organization Grievance Procedure will be explained in detail.

A copy of these terms and conditions will be posted on the Organization Notice Board or e-mailed and all employees will be required to sign a letter indicating that they have read, understood and will comply with the Terms and Conditions. Any employee refusing to sign shall be deemed to have resigned voluntarily with all benefits due to them under the conditions of employment outlined below. A copy of these terms and conditions are available on request.

### 1.1. VALUES

Honeyguide's HR Manual seeks to promote Honeyguide wide core values of Innovation, Sincerity, Integrity, Focus and Adaptability.

- **Innovation**

We welcome out-of-the-box ideas, explore unique solutions to challenges, and embrace information technology to streamline our work and community partners' work.

- **Sincerity**

We are consistent and focused on our long-term goals and partnerships, which requires us as an organization to be sincere with our purpose, approach, and relationships with our community partners.

- **Integrity**

We have a moral responsibility to be honest with our intentions, relationships, actions, and expectations.

- **Focus**

Every fiber of our collective energy, actions, and investments focuses on our intended outcomes and purpose.

- **Adaptability**

We embrace our ability to respond to the constantly shifting conditions that require us to be flexible, responsive, and resilient amidst an ever-changing social and political environment.

## **1.2. SETTING POLICIES:**

The major policies and regulations of Honeyguide (as composed in this Human Resource Manual and other key human resource documents) shall be set by the Senior Management Team and Human Resource Manager. The Management Team is composed of the Chief Executive Officer, Heads of Departments (Chief Operations Officer, Chief Financial Officer and Chief Fundraising and Communication Officer).

Honeyguide employees shall generally enjoy the right to reasonable information, consultation, and participation in respect to the formation of the HR Manual. Employees may request/recommend to the Chief Executive Officer through Human Resource Manager to consider additions and amendments to the policies for inclusion and to recommend these to the Board of Directors. These should be accompanied with a justification for the change.

## **1.3. VALIDITY:**

This manual is subject to review from time to time as may be necessary to ensure regular and continued adherence to the overall organizational policy and the relevant laws of the United Republic of Tanzania. The Chief Executive Officer is responsible for the implementation of the Human Resources Policy and ensuring the procedures as outlined in this manual are adhered to. This manual shall become effective on the date approved by the Board of Directors and shall replace and supersede the previous related Policies that have been effective hereto.

## **1.4. COMPLIANCE:**

- All Honeyguide employees are required to abide by the policies described in this HR Manual. Where specific responsibilities are defined, 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 the code of conduct as specified herein.

- All employees who have knowledge of non-compliance with the HR Manual shall be responsible for alerting their Line Managers/Head of Department (HoD) and/or the Chief Executive Officer about the matter.
- Dispute of Rights. The organization recognized that there are two types of disputes at the workplace which are dispute of Rights and Dispute of Complaint. The disputes of rights in employment are those disputes emanated from those rights published and guided by the prevailing labour laws in case one contravened. And a dispute of complaint is those disputes erupted in the agreed terms and conditions of employment at the workplace, in case one party contravened the terms and conditions of employment in the agreed employment contract.

# CHAPTER

## 02

### **EMPLOYMENT CONTRACT, RECRUITMENT AND SELECTION POLICY**

# CHAPTER TWO

## 2. EMPLOYMENT CONTRACT, RECRUITMENT AND SELECTION POLICY

Honeyguide shall seek to recruit the best person for an available position in the interest of fairness and to maximize the effectiveness of the Organization. The recruitment regulations are aimed to ensure that recruitment is done in a manner that is effective, efficient, fair, and transparent.

### 2.1. IDENTITY CARD:

Every employee will be given an Identity Card which must be in their possession and returnable when the employee quits employment with Honeyguide. Lost identification cards will be replaced at the employee's cost as determined by the organization.

### 2.2. EMPLOYMENT CONTRACTS:

- All Employment contracts will commence on the day that an employee reports for duty at their place of employment.
- All employees will be given an employment letter or will sign a Contract stating: Date of commencement of employment, Length of probationary period, Length of notice to be given by both parties, Job title and Job description, Location of employment, Details of salary, point of hire, Basic details of any additional allowances/award payments and Leave entitlement.
- All employees will sign code of conduct, senior employees will sign a 'Confidentiality Agreement and Declaration of no conflict of interest', which forms an integral part of the contract of employment.
- All rules, regulations, and procedures in relation to the nature of the organization business will be adhered to and always followed. Failure to do so may result in disciplinary action being taken against the employee according to the Disciplinary Code.

#### Type of employment contract at workplace

There are several categories of contractual engagement at Honeyguide, as outlined below:

- **Contract for unspecified period:** Type of employment contract whereby an employee is appointed on a full-time basis and shall be entitled to employment



benefits. This employee shall serve a probation period as specified in the employment contract. Upon engagement the candidate shall sign a **Contract of Employment (Appendix 1)**.

- **Fixed term contract/contract for specified period:** Type of employment contract whereby an employee is appointed for a specific period not less than 12 months on a full-time basis. Upon engagement the candidate shall sign a **Contract for Specified Period of Time with probation period as agreed by both sides (Appendix 2)**.
- **Volunteer:** A person, usually engaged at **Honeyguide** to provide practical support and gain knowledge and skills from the experience. This person is expected to offer services to Honeyguide at no charge, with the potential exception of reimbursement of costs incurred while undertaking Honeyguide duties.
- **Contract for specific task:** A person engaged to undertake specific tasks and/or deliver specific outputs for a set fee. The employee hired for the specific tasks will be bound to follow all HR procedures, terms, and conditions of employment. **(Appendix 3)**
- **Intern:** is a student or trainee who works at Honeyguide, often sometimes without pay, to gain work experience or satisfy requirements for a qualification- an Internship or Student placement contract with Honeyguide shall be signed. **(Appendix 4)**

## **2.3. RECRUITMENT AND SELECTION POLICY:**

### **2.3.1. INTRODUCTION**

The Organization recognizes that achievement of its goals and the securing of its values are dependent on the recruitment and the retention of a skilled and committed workforce. This policy and procedure set out the Organization's approach to achieving this.

### **2.3.2. POLICY STATEMENT**

All recruitment and selection activities will be carried out in a fair, consistent, effective and professional manner.

All appointments must be made in accordance with this policy and must, therefore, be subject to advertising and interviews.

Financial approval from the Chief Executive Officer for the establishment of a new post or the filling of a vacancy must be obtained before recruitment commences.

### **2.3.3. NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY**

In accordance with the Employment and Labour Relations Act, CAP 366, R.E of 2019, the organization is committed to fostering an inclusive and equitable workplace. We are dedicated to eliminating all forms of discrimination and promoting equal opportunities and fair treatment in employment practices.

The organization strictly prohibits any form of discrimination, whether direct or indirect, in its employment policies or practices. Harassment of any nature, including but not limited to sexual harassment, is considered a form of discrimination and will not be tolerated.

No employee shall face discrimination on the basis of color, nationality, tribe or place of origin, race, national extraction, social origin, political opinion, religion, sex, gender, pregnancy, marital status, family responsibility, disability, HIV/AIDS status, age, or socio-economic status.

In the event of discriminatory actions or practices within the workplace, affected employees are encouraged to follow the established grievance procedure to report their concerns. The organization is committed to addressing all complaints in a timely and fair manner.

### **2.3.4. EQUAL EMPLOYMENT POLICY**

The Organization is committed to applying its equal opportunities policy at all stages of recruitment and selection. Short listing, interviewing and selection will always be carried out without regard to gender, sexual orientation, marital status, colour, race, nationality, ethnic or national origins, religion or belief, age or trade union membership, unless lawfully allowed for certain specific posts.

### **2.3.5. PROCEDURE**

The Human Resources Manager is responsible for ensuring that all Heads of departments and any Recruitment Agencies who recruit on behalf of the Organization adhere to the procedure and are in line with the below mentioned recruitment rules and practices.

### **2.3.6. JOB VACANCIES**

The occurrence of a vacancy is an opportunity to review the necessity for the post and its duties, responsibilities and grade. All vacant positions have to be filled by following the recruitment procedures.

### 2.3.7. INITIATING RECRUITMENT

To initiate any recruitment for any position (including temporary staff) the Head of department is in charge of filling up the Recruitment Authority Request Form (**Appendix 5**) and having it signed by the Human Resources Manager and approved by the Chief Executive Officer. The job description must be attached to the Recruitment Authority Request Form. When approval is obtained the HR Manager initiates the process by using any of the following methods listed below depending on the type and seniority of the job.

#### Candidate Search Methods:

- I. **Recruitment Consultant/Agency:** Operational processes of recruitment are executed by a recruitment agency. During execution of position searches, the job profile is sent to the consultant and a follow up brief of the position is given. The consultant's responsibility is to put the advertisement on the agreed websites and screen the applications.
- II. **Head hunting:** The candidate is searched by using multiple sources by word of mouth to solicit applications. All applications received must go through a formal interview.
- III. **Advertising:** This is done by the Organization via Newspapers, professional journals, internet sites and internal job vacancies are alternative tools for searching for candidates for some specific projects. Authority to place such an advert has to be approved by the Chief Executive Officer but the details such as job specification are done by the Human Resources Manager in conjunction with the respective head of department.
- IV. **Internal candidates:** A vacant position may also be filled with suitable qualified and experienced internal candidates. The Human Resources Manager will announce vacant positions to Organization employees via email and internal memo. This allows Organization employees to apply for the vacant position.

### 2.3.8. SELECTING THE PANEL

All short listings must be conducted by the Human Resources Manager and relevant Head of Department. Consist of a minimum of three people including the immediate line manager of the vacant post where applicable. The panel has to ensure integrity with no hidden agendas.

### 2.3.9. INTERVIEW METHODOLOGY

There are several types of interview methodologies. The Organization will use a combination of any of the following methodologies in the selection process.

- **Competency-based interview:** This is based on the notion that a job candidate's previous behaviours are the best indicator of future performance and questions are prepared accordingly.
- **Panel interview:** Each panellist may be tasked with asking questions related to a specific task and this method has many variations including requirements of the candidate to make presentations.

Honeyguide will use a combination of the two methods depending on the seniority of the job.

#### **2.3.10. INTERVIEW PROCESS:**

- An interview panel with a minimum of three people is selected by the senior management team and always includes at least one member of the short-listing panel.
- Each member of the panel is supplied with the applications and CVs one day in advance.
- One person of the panel will be appointed as chairperson. It is recommended that the Human Resources Manager be the chairperson.
- Minimum of two applicants will be interviewed for any one position.

A list of interview questions based on the job description is prepared in advance of the interviews. Along with the marking scheme. The panel decides in advance who will cover each area.

#### **2.3.11. MAKING A DECISION AFTER INTERVIEW**

When the interviews are completed, the chairperson prepares a full report of the interview process covering reasons for selection or rejection. The report is signed by each member of the panel and is kept on file for at least one year, together with the short-listing report and the interview score sheet.

Once a final candidate has been determined and prior to any offer of employment, approval must be obtained from the Chief Executive Officer. Following receipt of approval to hire, a process to obtain reference checks will start.

#### **2.3.12. FEEDBACK**

It is good practice to offer applicants specific and honest feedback after interviews. The Human Resources Manager must ensure that any feedback given relates to the selection criteria for the post and that the words used in sharing feedback cannot be taken to infer unlawful discrimination. Normally rejected applicants get feedback first. Those provisionally found suitable should wait until reference checks are done.

### **2.3.13. PRE-EMPLOYMENT CHECKS**

#### **I. References**

- No letter of offer will be given until reference checks are done.
- Where the references are adverse the prospective candidate shall not be employed.
- References are confidential and must be sought 'in confidence'. References can be done by phone or physical contact but if given in writing must be kept in an Employee's personal file.

#### **II. Qualifications**

Proof of academic qualifications and any others considered essential for the post must be verified.

### **2.3.14. APPOINTMENT**

The appointment letters should be made on a standard letter prepared which includes all legal requirements. The Honeyguide policy is that the Chief Executive Officer will sign all appointment letters. **(Appendix 6)**

### **2.3.15. PERSONAL FILE**

- A personal file will be opened for any appointed candidate. All staff personal files shall be kept confidential. The personal file shall contain all relevant documents such as the application letter, CV, job description, employment contract, photocopies of education certificates, work experience credentials.
- Personnel files at Honeyguide follow a well-designed filing system that requires arrangements of records in a way that the contents and reference records can be easily retrieved whenever required. With the aid of file separators, the contents are arranged in four categories of:
  - I. Employment records
  - II. Payroll -related Records
  - III. Performance and Separation Correspondences and leave off days/Time-Off Compensatory Leaves
- The new employee will also fill in the Personal Biodata containing personal information.
- Within the first week of commencing work new for both Unspecified and specified Period Contract employee shall provide the Administration with:
  - I. A duly filled-in Honeyguide personal information data form **(Appendix 7)**.
  - II. Copies of CV, certificates, letters of reference and other relevant information for the Personal File that were not submitted as part of the application.

- III. For Drivers, a copy of her/his driving license
- IV. Two passport size photographs for official documents.
- V. Copy of Tax Identification Number (TIN)
- VI. Copy of National Identification Card (NIDA)
- VII. Copy of National Social Security Fund ID (NSSF)
- VIII. Personal Bank Account Details
- IX. Proof of Medical Insurance Cover (if any)
- X. Any other copy of Identity such as Voters ID, Passport or driving license.

#### **2.3.16. INDUCTION**

Induction is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the Organization, and prepared for their position. New employee orientation is conducted by the respective Head of Department and the human resources manager.

- a. HR Manager:** organizes the Induction Programme which gives an overview of the whole organization. If a recruit joins the Organization alone, a personalized Induction programme is prepared.
- b. Head of Department:** The recruit receives his/her job description and probation objectives from their Head of Department. The Head of Department should forward the original signed copies to the HR Manager.

#### **2.3.17. CONFIRMATION OF APPOINTMENT**

- **New recruits:** For all new employees on permanent basis in the Organization, will be confirmed in writing after serving a probationary period of six months or in exceptional circumstances after nine months including extension.
- **Internal promotions:** Internal promotions will be subjected to probation except by the discretion of the Chief Executive Officer. If put on probation, there will be no extension of time, and the probation period will be between three to six months.

#### **2.3.18. RECORD KEEPING**

All records relating to the recruitment and selection procedure will be retained for a period of five years and will be securely destroyed thereafter.

## **2.4. RELOCATION ENTITLEMENTS:**

Newly recruited and existing members of staff, who are assigned to a location different from the place where they are recruited will be entitled to the following:

- One-way transportation from the place where they are recruited to the place of assignment using the most cost-effective means for the employee, the employee's spouse, and their children up to four children.
- Transportation of baggage or belongings (up to a maximum of 2 tone) from their place of recruitment to their new station shall be paid at a reasonable rate that management may decide.
- 14 days daily subsistence allowance to cover for meals and accommodation during settling in period.

## **2.5. APPOINTMENT AND CONFIRMATION FOR EMPLOYMENT:**

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 legal documents, working materials and orientation to enable effective commencement of work.

- i. Prior to commencing work, the Human Resource Manager shall formally introduce the new employee to the team, open a personal file and provide the basic requirements to the new employee such as the following:
  - Contract signed by the Appointing Authority.
  - Job description signed by the Appointing Authority.
  - Honeyguide Employee Handbook and other relevant policies.
  - Onboarding/induction schedule (**Appendix 8**) or timetable
  - Necessary working tools may include Desk, chair, basic stationeries, and computer if needed for performance of work.
- ii. The employee shall be given reasonable opportunity to read these documents and to seek clarification from the Administration or other competent persons as may be needed.
- iii. Upon satisfaction, the employee shall return two signed copies of the contract to signify her/his understanding and acceptance of the full terms of the appointment.
- iv. In the same first week, the Human Resource Manager shall arrange, where applicable, the new employee shall be to provide the new employee with the following:

- An official identity card signed by the Appointing Authority (employees shall be liable to pay the replacement costs if the identity card is lost).
- A set of major organizational documents and publications, including the Program Strategy and Annual Work Plan / Budget.
- Internal email address and access to computer networks.
- The necessary forms to join Honeyguide's pension scheme as it becomes available.

## **2.6. PROBATIONARY PERIOD POLICY AND PROCEDURE**

An employee's first six (6) months of employment are practical interviews and are considered a continuation of the employment selection process. The six months probationary period provides the Organization an opportunity to observe and evaluate the capacity of the employee, which includes the employee's ability to satisfactorily perform the essential functions of his or her job and observe and evaluate the employee's work habits and conduct including time management and the employee's relationship with coworkers and superiors.

### **2.6.1. PURPOSE:**

The main purpose of the probationary period and of this policy and procedure is to enable newly hired or promoted members to gain a full understanding of the requirements of their post and of the organization, and to achieve an acceptable level of performance within a reasonable period.

- This policy and procedures are also designed to provide managers with a framework to assess the performance of newly hired or promoted members of staff.
- The probationary period is intended to be a positive experience, which gives an individual the opportunity to learn and settle into the organization and position. However, it is important to recognize the potential for someone to fail their probationary period.
- Another purpose of this document is therefore to describe the process by which employment with The Organization will be terminated if performance does not meet the required standard during the probationary period.



### 2.6.2. KEY ELEMENTS:

The probationary period is six months unless it is extended for reasons of poor performance or if it has not proved possible to adequately assess performance in that period.

- i. During the probationary period, you will undertake an induction programme, which will provide the key information about the organization and introduce the employee to key activities required for the role. Completion of induction activities is an essential element of the probationary period.
- ii. During the probationary period, the newly hired or promoted employee will be assessed on performance as provided in the performance template.
- iii. There will be three formal probation review meetings and one informal review meeting These will take place at the following times:
  - **Informal meeting** at four weeks in post
  - **Formal Meetings**
    - a. At eight weeks in post
    - b. At sixteen weeks in post
    - c. At six months in post

Other meetings between a newly hired or promoted staff and their Line Manager may take place between the above meetings if necessary.

Upon successful completion of probationary period an Employee will be confirmed as a permanent member of staff or confirmed for the post if the contract is for a specific period.

Staff within their probationary period will not be eligible for performance related pay or bonuses.

### 2.6.3. THE RESPONSIBILITY OF THE LINE MANAGER:

Line managers are responsible for ensuring that all review meetings mentioned in Section 3 above take place in a timely manner. Meetings throughout the probationary period should be planned by the manager within a week of the new employee joining The Organization and a copy of this program should be emailed to Human Resources Manager for record keeping. The four review meetings mentioned in section 4.2 (3) must take place.

- i. If meetings are delayed for any reason, they should take place as soon as possible after the planned schedule date.

- ii. Line Managers are responsible for completing the probationary period paperwork after each review meeting and submitting all the documents to Human Resource at the end of the probationary period. A copy of the probationary Period papers can be found in **(Appendix 9)**.
- iii. Line Managers must ensure that their newly hired or promoted employee understands the probationary period; and what they are required to do and the consequences of failing the probationary period.
- iv. Line Managers must ensure that newly hired or promoted employees have a reasonable understanding of the standard of performance and behaviour required of them.
- v. Line Managers have a responsibility to ensure that their new staff has a reasonable understanding of how well they are progressing throughout their probation, particularly if there is deterioration in performance between reviews.
- vi. The final outcome of the probationary review at six months should build on discussions that have taken place throughout the probationary period.
- vii. Line Managers must ensure that they set realistic objectives for their probationers.
- viii. Line Managers are responsible for ensuring that probationers receive the training they need to do their job, and so liaise with the Human Resource department as necessary.

#### **2.6.4. RESPONSIBILITY OF THE PROBATIONER:**

- i. Probationers must attend review meetings. They must ensure that the meetings scheduled by their manager are booked in their diary.
- ii. Probationers must prepare for review meetings including gathering evidence of their performance, achievement of objectives and examples of how they have demonstrated Organization values.
- iii. Probationers must take responsibility for their own development, including completing any training arranged for them, making use of learning resources and informing their managers if they require further support.
- iv. Probationers must ensure that they inform their Line Manager of any circumstance that may have an impact upon their performance.

# CHAPTER

## 03

### **TRAINING AND DEVELOPMENT POLICY**

# CHAPTER THREE

## 3. TRAINING AND DEVELOPMENT POLICY

In recognition of the evolving science, technology and innovation in the conservation and tourism industry, in which Honeyguide has invested heavily, there is a need for employees to be constantly trained to acquire new skills, abilities or knowledge.

### 3.1. SCOPE:

Training will be provided to employed staff only; it should be noted that the intended training should be in line with the needs of Honeyguide and personal development. The training can be classified into online training, one-on-one coaching, physical attendance to institutions and group training.

### 3.2. TRAINING BUDGET:

Honeyguide sets aside a training budget each year depending on operational needs, and each Head of Department is responsible for developing a department training plan.

Training and development in the workplace will take place by following the following process:

- I. Training needs are identified during a performance appraisal where the line manager and the employee will discuss the areas of improvement OR if a new program is introduced in the organization OR if an employee identifies a training opportunity in line with Honeyguide's organizational objectives.
- II. Human Resource Manager will be responsible for the analysis of the training needs, budget, training duration, resources and provide brief feedback to the management for further decisions.
- III. The management will review the HRM feedback, discuss, and make decisions on the suggested training. The decision reached will be communicated back to the HRM for further actions.
- IV. Human Resource Manager will share the decision made by the management to the line managers for planning and action.
- V. The Human Resource Manager will oversee staff training by monitoring, evaluating, and documenting the outcomes. However, the responsibility for conducting the training itself may be delegated to other appropriate personnel or external trainers as needed.

### 3.3. BURSARY POLICY FOR ALL EMPLOYEES:

The organization would like to afford the opportunity to further their studies by assisting selected employees financially and otherwise to participate in their development through acquiring new skills and education in a manner that is beneficial to both the Organization and the employee.

When an employee decides on studying further the following must be adhered to:

- I. An employee must have at least been employed with the Organization for twelve (12) consecutive months.
- II. The course of study must have long term benefits for the Organization and must be in line with the employee's career aspirations as well as employee's job requirements in the organization.
- III. The course must be geared towards improving the employee's productivity and effectiveness in the workplace.
- IV. The employee must show a readiness to study.
- V. The employee must submit proof of eligibility to register for the course.
- VI. A Bursary Agreement Form must be completed. **(Appendix 10)**
- VII. Before the employee commences with the studies/course, he or she must complete and sign a Bursary Agreement Form.
- VIII. The Chief Executive Officer will approve or decline the application.
- IX. Amongst other things the employee's performance, attendance and commitment will be taken into consideration when assessing to grant a Bursary.
- X. Qualifying criteria for the awarding of a Bursary will include the availability of funds, employment equity, individual performance, impact to the Organization.
- XI. The awarding or declining of bursaries are at the absolute discretion of the Organization and the decision of the Organization is final.
- XII. Organization will be responsible for paying between 10% to 95 % of the fee depending on the amount and compatibility with employees' responsibility at Honeyguide. Employees must contribute to the fee and other costs such as stationary, transportation.

### **3.4. PROCEDURE FOR BURSARY ASSISTANCE FOR ALL EMPLOYEES:**

- I. The Organization undertakes to pay in cases of the successful awarding of a bursary, the 10 to 95% of the fees for the approved course/studies which includes fees for the prescribed textbooks directly to the educational institution.
- II. Payment granted will be in the form of a Bursary and in return the employee needs to work back a minimum period of 24 months (Compulsory Service Period)
- III. Should the employee leave the Organization for any reason within 24 months after the completion of the Course/studies the employee will be liable to refund/repay the Organization the full Bursary amount.
- IV. In the event of the Employee not passing his/her course/studies the Employee will be held to refund/repay the full amount of the Bursary to the Organization over a period of 12 months.
- V. An employee who has failed his/her examination/assessment will not qualify for any further assistance until he/she furnishes the Finance and Admin Department with a statement of result that indicates that he/she has passed the examinations/assessment.
- VI. The Organization will not grant any money for payment of supplementary examination or re assessments.
- VII. Employees shall not be permitted to study on a full-time basis with retention of salary or position for more than one month.
- VIII. In respect of Study and Examination Leave, the Study Leave Policy will apply.

Bursary applications submitted will be reviewed for selection by the relevant Head of Department thereafter the Human Resources Manager will review and share the Application with the Chief Finance Officer before sending it to the Chief Executive Officer for approval. Applicants will then be advised of the outcome of the application.

# CHAPTER

## 04

### **PERFORMANCE MANAGEMENT POLICY:**

# CHAPTER FOUR

## 4. PERFORMANCE MANAGEMENT POLICY:

### INTRODUCTION

Performance management is a process by which managers and employees work together to plan, monitor and review an employee's work objectives and overall contribution to the organization. More than just an annual performance review, performance management is the continuous process of setting objectives, assessing progress, and providing on-going coaching and feedback to ensure that employees are meeting their objectives and career goals. To do this performance management system will identify strengths and weaknesses of an employee to develop an individual development plan which will:

- Drive a high-performance culture.
- Identify potentials for succession.

### 4.1. IMPLEMENTING PERFORMANCE REVIEW SYSTEM:

To enhance performance culture and to make employment workable, the Organization needs to have a rigorous appraisal system. The procedure proposed is as follows:

- Each employee must have a job description explaining their duties and the standards of performance. Employees must be given this within the first three days of joining the Organization.
- Every Employee must have clear, specific, and measurable targets/goals and performance indicators derived from their job description and organization work plan. Each Employee should be involved in setting their targets but normally the Line manager shall have final say. The employee will then be responsible for achievement of the targets and standards.
- The line manager shall monitor the performance of everyone on a continuing basis to ensure any changing goals are captured. Head of Departments should be appraised on a regular basis so that steps are taken to remedy weaknesses as identified. It is compulsory to have a formal half year appraisal to help identify gaps early enough and prepare development plans and make decisions regarding under performance. For underperformers, appraisal reports and performance improvement plans should be sent to a level higher than appraising manager for approval.
- The final annual appraisal will summarize the performance results and specifically help determine whether: -



- I. The employee's contract is to be terminated automatically according to contract terms or on poor performance after following the legal procedures.
- II. The Employee is to be rewarded or not and at what level.
- III. The employee is to be considered for promotion.

## **4.2. APPRAISAL:**

At the end of the performance year, the employee completes a self-appraisal of their performance related to the documented performance expectations and goals. The line manager then completes the appraisal form (**Appendix 11**) related to the same objective examples of performance throughout the year. The line manager and employee then meet to discuss the staff employee's performance, identifying key areas of strength and accomplishment and areas for improvement.

Performance planning is the first step in the performance management cycle and begins at the employee's annual performance appraisal meeting. In addition to reviewing the previous year's performance, the line manager and employee should plan for the coming year. However, performance planning does not end in the performance appraisal meeting. It continues until the line manager and employee gain agreement on what is expected of the employee.

Performance planning includes a review of organization and department/team objectives to ensure that the employee's individual performance aligns with the organization's objectives and needs. In addition, the employee and line manager review principal responsibilities, determine projects and milestones to be achieved in the coming year and discuss standards of performance.

If the employee is new, performance planning should take place during their first month of employment.

## **4.3. PERFORMANCE APPRAISAL CYCLE:**

The Performance Appraisal cycle has three (3) main stages:

### **i. Objective Setting: By 31<sup>st</sup> January**

This phase includes setting **SMART** (Specific, Measurable, Achievable, Realistic and Time bound) objectives. Head of Department's should guide their staff on setting these objectives.

All staff must submit their objectives to the Finance and Administration Department by **31<sup>st</sup> January**.

## ii. Mid-year review: June

- The main purpose of the mid-year Performance Review is to accord both the manager and employees the opportunity to jointly review the progress made by the employees in accomplishing the tasks and assignments agreed on at the beginning of the Appraisal period.
- The review will be carried out in the form of discussion and be centered on what has been achieved; any constraints experienced and whether there is need to vary the initial assignments
- To accommodate any unforeseen circumstances. Any changes, additions or removal of performance targets should however only be made in the event that there have been significant changes in the nature of functions carried out by the employees, and which may necessitate revision of performance targets.
- The line manager will discuss with the employee his/her mid-year performance and comment on the employee's performance.
- If the line manager leaves the department, he/she will appraise the performance of the employee (s) up to that point in time.

## iii. End-year review: Early December

- The line manager and employee must meet at the end of the year to discuss the overall performance over the appraisal period.
- Prior to the meeting, the employee will prepare a preliminary assessment of the extent to which **the set performance targets** have been achieved as agreed at the beginning of the year.
- The line manager and employee will discuss the agreed performance targets together with any changes/comments from the mid-year performance appraisal.
- The line manager will assess the extent to which the employee has achieved the performance targets set, considering any unforeseen developments that may have affected performance during the period.
- The line will also assess the employee's core competencies and values and indicate his views in the appraisal form.

The supervisor should also indicate the training needs of employees.

#### **4.4. PERFORMANCE APPRAISAL**

- I. Performance appraisals shall be conducted on an annual basis or at regular intervals, as determined by the organization.
- II. Performance appraisals shall be a collaborative process involving employees and their supervisors.
- III. There will be performance appraisals score calibration by the panel every end of the year to confirm objectives and scoring. Senior Management Team will review appraisals for middle level Management and Middle level Management will do for other staff and forward result to Senior Management Team through HR Manager

#### **4.5. PERFORMANCE IMPROVEMENT PLAN**

All poor performers will be put on a Performance Improvement Plan (PIP) for a period of not more than six (6) months.

The employee will be reviewed at least three (3) times during the PIP period. During this period, the employee who fails to improve may be terminated from employment in accordance with the termination clause.

#### **Recognition and Commendation**

The process of performance appraisal will therefore assist the management to make decisions in the following areas: -

- a. Reward and sanction in relation to performance
- b. Identification of job-related employee development needs
- c. Inform placement, promotion and mobility of staff within and across the organization.
- d. Management team may recommend the award of employee's bonuses for performance at the end of the year and other incentives.

# CHAPTER

## 05

### **CONDITIONS FOR EMPLOYMENT AT WORKPLACE POLICY**

# CHAPTER FIVE

## 5. CONDITIONS FOR EMPLOYMENT AT WORKPLACE POLICY

### 5.1. WORKING HOURS:

This section describes regulations regarding hours of work, overtime, work during evenings and weekends, public holidays, and short absences from work.

- I. Normal working hours for most categories of employees at Honeyguide office staff shall be Monday to Friday (inclusive) from 08:30 to 17:00, exclusive of one-hour break for lunch.
- II. All employees shall observe strict punctuality in respect of arrival at work and commencement of work.
- III. Remote station / Field employees are to be on duty as determined and agreed by their line manager. Due to the nature of our operations, the employee is expected to work the hours assigned by the Employer (within reason), including weekends and public holidays.
- IV. Certain categories of employees, such as security guards, shall work seven days a week and/or longer hours as specified in their contracts and/or job descriptions. These staff usually take days off as a compensatory Time Off the longer hours/ days they have worked.
- V. Every employee agrees, from time to time, to work beyond official working hours to complete assigned work as needed. Basically, the employee can organize his/her working time in the way that is helpful to him/her, to ensure he/she can accomplish the work on time without any delays (FLEXIBLE TIME).
- VI. Due to the nature of our operations, the employee may be requested, often on short notice, to work outside the 'normal' working periods. The Employer may request (within reason) an employee to work on weekends and/or public holidays to complete assigned work as needed.
- VII. Where an employee is breast-feeding a child, the employer shall allow the employee to feed the child during working hours up to a maximum of two hours per day for a period of six months from the date they resume from maternity leave.

## **5.2. PUBLIC HOLIDAYS:**

Honeyguide shall observe all public holidays recognized by the Government of Tanzania.

- I. The Administration shall at the beginning of each year issue a list of officially recognized public holidays for the year.
- II. All employees except for security guards, field operation team and Village game scouts (VGS) shall be entitled to rest on public holidays. Staff who may work on public holidays shall report to line manager and he/she shall be entitled to receive an equivalent time off.
- III. For security guards, field operation team and Village game scouts (VGS), they will be required to work on public holidays but are entitled to receive equivalent time off as described in their job descriptions.

## **5.3. OVERTIME:**

Honeyguide's results-based orientation shall strive to create a work-life balance that enables employees to have adequate time outside official working hours for family, rest, and recreation. However, employees are expected to deliver on agreed outputs in a timely manner.

Consequently, at times employees shall be required to work beyond normal working hours to meet important commitments or deadlines.

Moreover, employees are expected to cooperate by working extended hours, on evenings, public holidays, or weekends (as may reasonably be needed) without receiving additional remuneration in terms of cash.

Employees may request equivalent time off to compensate for this extra work time accumulated when the employee worked overtime.

## **5.4. ABSENCES FROM WORK TO ATTEND PRIVATE MATTERS:**

- I. Absences from work during official working hours should be avoided wherever possible and kept to a minimum. However, Honeyguide recognizes and respects that *employees* shall at times need to take time off.
- II. An employee who wishes to attend to private matters during working hours for a period of less than four (4) hours may request permission from her/his Line Manager provided such absence shall not disrupt the work of Honeyguide, and on the understanding that the employee shall complete her/his work on time.

However, the employee must complete the Request to attend private matters (**Appendix 12**) to officiate this absence.

- III. If the employee wishes to take more than 4 hours off to attend to private matters, he/ she should request this from the line manager. The line manager may or may not grant absences depending on the circumstances. In *case of genuine* emergencies, where an employee cannot reasonably seek prior permission, he/ she may attend to the situation without prior permission and will be expected to explain the circumstances to her/his Line Manager as soon as is practicable. Depending on the justification this situation may amount to completing a day off form.

The Administration shall be overall responsible to ensure absences are properly documented and regulations followed and shall maintain relevant records.

### 5.5. LEAVE:

Honeyguide recognizes the basic right of employees to take leave from work. Honeyguide provides a range of flexible options paid and unpaid leave, as summarized in the table below. This policy describes the general entitlements, rules and regulations that govern leaves at Honeyguide. Unless otherwise specified, the leave provisions only apply to unspecified period contract employees.

Type of Leave	Provision
For all types of leave, except sick and compassionate leave, employees must fill out the required form and get approval 2 weeks before requested leave	
Annual Leave (full time Honeyguide employees)	28 days per year, fully paid, including any public holidays or weekends falling within that cycle.
Annual Leave (field employees)	28 days per year, fully paid, including any public holidays or weekends falling within that cycle.  After 42 days (6 weeks) consecutive work, 2 weeks leave ('off days')
Sick Leave	Up to 63 working days fully paid: up to a further 63 days at half pay.

Type of Leave	Provision
Maternity Leave	Between 13-15 weeks fully paid
Paternity Leave	10 working days fully paid within 12 months of birth
Compassionate Leave	Full paid depending on circumstance as specified below.
Approved Study Leave	Each employee will be entitled for a maximum Eight days (8) per year of part-time studies or a maximum of one month study leave for full time studies.
Unpaid Leave	Leave without pay may be exceptionally granted by the Chief Executive Officer.

## 5.6. GENERAL REGULATIONS:

- I. Employees wishing to take Annual leave must complete a “Leave Request Form” 2 weeks in advance, except for cases of emergencies or illness where the employee shall complete the form immediately after. In case of any extensions of approved leave must be similarly authorised by authority immediately after.
- II. The Annual leave application form (**Appendix 2**) shall be sent to the Line Manager then to the head of Department for review and clearance before the form is taken to Finance and Administration Manager for authorization and written approval. The approval will only be given if the leave does not disrupt the work of Honeyguide The employee may not take such leave prior to receiving authorization in writing.
- III. If Honeyguide requires an employee to work during part of their annual leave, this should be a mutual agreement. In such cases, Honeyguide will be willing to compensate the employee for the period worked during the annual leave as per prevailing labour laws, The employee should fill annual leave form for compensation and forward the form to the Finance Department for confirmation and calculation of the leave net worth. This form will then be returned to the line manager to generate a memo for the director’s approval.



- IV. For leave of more than one day the employee must delegate another employee to undertake her/his necessary responsibilities during the absence. Employees shall strive to plan for leave in advance in conjunction with other employees to contribute to the smooth running of Honeyguide.
- V. Unless stated otherwise herein, unused leave may not be exchanged for payment.
- VI. Any employee who takes unauthorised leave or is absent from work without permission or reasonable excuse shall be subject to disciplinary action.
- VII. The management of the organization shall maintain accurate and up to date records of all leave taken by employees.

### **5.7. ANNUAL LEAVE:**

- I. The purpose of annual leave is to enable employees to rest, relax, have a holiday, and attend to personal matters. For this reason, all employees are encouraged to plan annual leave well in advance and to make full use of this provision. Staff members are expected to complete the 'Annual leave application form' when requesting annual leave.
- II. Each contracted employee working on full time is entitled to twenty-eight (28) days of annual leave per year, fully paid (this includes any public holidays and weekends within that cycle).
- III. If an employee has worked at least six months, he/ she is entitled to apply for annual leave, on a proportionate basis. It is Honeyguide policy to reserve two (2.33) days leave per month for each employee.
- IV. Employees who are working in the field, such as rangers or village game scouts (VGS) are entitled to twenty-eight (28) days for annual leave, as well as 84 off days, which covers extra overtime work and public holidays. Employees wishing to take off days are requested to record this in the 'Off days application form' (**Appendix 13**).
- V. Annual leave may be taken in whole or in parts. The employee and Honeyguide shall negotiate an arrangement that best suits both sides. An employee may normally not take annual leave for days not yet earned, unless authorized to do so by the Chief Executive Officer in exceptional circumstances.
- VI. The Management may establish official periods in advance when Honeyguide is closed (such as around the New Year), and these days shall not count towards annual leave for employees (except for those who are required to work during this period).

- VII. If an employee resigns, Honeyguide does not pay out accrued leave days. Thus, when an employee gives their one (1) months' notice, they will be required to take any accrued leave during this notice period. Employees who have resigned may not expect Honeyguide to pay out unused leave but they can use the accrued leave to compensate the amount due to Honeyguide

## **5.8. SICK LEAVE:**

- I. Sick leave is strictly reserved for situations where an employee is unable to work due to illness or injury or needs to receive medical attention that can only be obtained during working hours. An employee is not entitled to use sick leave to attend to the illness or injury of any person other than himself or herself.
- II. An employee needs to provide a written document (medical certificate) issued by a registered medical practitioner and from an approved service provider accepted by the employer. Employees will be expected to complete the 'Sick Leave Form' when applying for sick leave **(Appendix 13)**.
- III. An employee is entitled to 126 days paid sick leave in any leave cycle, if supported by a medical certificate on each occasion when sick leave is taken. Sick leave shall be calculated as follows: The first 63 days shall be paid at basic wage; the second 63 days shall be paid at half the basic wage.
- IV. A registered medical practitioner or any other medical practitioner acceptable by Honeyguide shall examine the employee, and if he/ she is declared unfit to continue working, Honeyguide may terminate the employee's contract on medical grounds. After the contract is terminated, the employee will be entitled to receive terminal benefits enshrined from employment engagement.
- V. The employee's illness shall be confidential and may only be revealed at the discretion of the employee.

## **5.9. MATERNITY LEAVE:**

- I. The purpose of maternity leave is to enable employees to take care of their new-born children.
- II. Full time female employees shall be entitled to 90 days (13 weeks) paid maternity leave, or 100 days (14 weeks, 2 days) fully paid if the employee gives birth to more than one child. An employee is entitled to an additional 90 days of paid maternity leave within the leave cycle if the child dies within a year of the birth. Employees

will be expected to complete the 'Leave Form' (three month before expected date) when applying for maternity leave. **(Appendix 13).**

- III. Honeyguide is only obliged by the law to grant paid leave for 4 terms of maternity leave to an employee. 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.
- IV. Upon return to work the female employee is entitled to a break of two (2) hours per day for breast feeding her child, up to a maximum of six months as per Tanzania Labour Law.

#### **5.10. PATERNITY LEAVE:**

- I. The purpose of the paternity leave is to enable employees to take care of their new-born children and to support their spouse.
- II. Five (10) working days fully paid, per baby, up to a total of four (4) babies, provided the employee is the biological father of the child. Before granting paternity leave to an employee, Honeyguide may request a birth certificate proving their paternity. The leave should be taken within twelve months of the birth of the child. Employee is expected to complete "Leave form when applying for Paternity Leave. **(Appendix 13)**

#### **5.11. COMPASSIONATE LEAVE:**

- i. The purpose of compassionate leave is to enable employees to attend to the death of family members and close friends. The employee shall be entitled to paid leave as follows:

<b>In the event of death of:</b>	<b>Number of paid working days</b>
Child (biological or legally adopted), spouse, parent.	Up to ten (10) days of paid leave
Biological brother/sister, parents in law/son/daughtering law/grandparent/grandchild	Up to four (4) day of paid leave

- ii. In case of death of a relative or friend not covered under Section 7.11.1 or for time required that exceeds the provisions noted above, the employee may request his line manager to use extra days from their annual leave for this purpose.
- iii. An employee seeking compassionate leave shall request it by filling in the 'Leave Request Form' (**Appendix 13**) unless circumstances do not allow for this, in which case he/she shall request leave verbally, and retroactively fill in the leave request form as soon as possible.
- iv. Unused compassionate leave days do not accumulate.

#### **5.12. STUDY LEAVE:**

- I. Each employee shall be responsible for her/his own learning and development, and wherever possible Honeyguide will provide opportunities for professional development and enhancement of staff's skills.
- II. The employee with an intention of attending any courses or career development shall bring the request to the management in a period not less than one month prior to commencement of the course.
- III. Employees will be entitled for a maximum Eight days (8) per year of part-time studies or a maximum of one month study leave for full-time studies each year; however, an employee may request additional unpaid or paid study leave to attend a course that is in line with his/ her career development plan. This can be in the form of a full-time study or part time (evening classes). The management is responsible for the approval of the study leave.

#### **5.13. UNPAID LEAVE:**

- I. The purpose of this provision is to enable an employee to take leave for a specified period that cannot be accommodated under any of the other leave provisions listed above.
- II. An employee may apply to his/her line to take unpaid leave for a specified amount of time not exceeding three months or the end date of her/his contract whichever is less.
- III. During the period of approved unpaid leave, the employee shall normally not be eligible to receive any benefits and may be held liable to reimburse Honeyguide for benefits paid for in advance, such as health insurance coverage, unless the management at its sole discretion determines otherwise. Prior to commencing unpaid leave, the employee shall normally be required to settle all liabilities and debts owed to Honeyguide unless the management at its sole discretion determines otherwise.

# CHAPTER

## 06

### **COMPENSATION AND BENEFIT POLICY**

# CHAPTER SIX

## 6. COMPENSATION AND BENEFIT POLICY

### 6.1. WORKING HOURS:

Each employee working to fulfil her/his responsibilities at Honeyguide shall be entitled to receive timely payment and benefits as specified in the employment contract. The salary may be adjusted periodically to accommodate any economic adjustments, which may increase the salary ranges, Performance outcomes and step increment in the salary scale. This policy outlines the salary provisions and entitlement levels for employees (6 months and above) at Honeyguide.

#### 6.1.1. SALARY STRUCTURE:

The salary structure for employees at Honeyguide shall be determined and reviewed from time to time by the management team.

- I. The management team may also adjust when these are required by extenuating circumstances, such as unexpected funding constraints.
- II. Employees shall have the right to make suggestions and proposals regarding his/her salary, and to be consulted when the salary structure is substantively revised.

The salary shall be paid in Tanzanian Shillings.

#### 6.1.2. DETERMINATION OF SALARY LEVELS:

In determining the step level of the employee's first salary level, the management shall consider an established salary Scale that takes into account of the following:

- I. Position, responsibility level, and level of supervision.
- II. Capability to do the job and deliver results.
- III. Experience, career level, demonstrated achievements and specific skills.
- IV. Academic qualifications.
- V. Salary History (when applicable).

Determinations shall be reflected in the employee contract. The Finance department shall amend the payroll accordingly based on the contract.

All changes to the payroll must be fully explained, documented, and approved by the Chief Executive Officer.

#### **6.1.3. PAYMENT OF SALARIES:**

- I. Salaries (and other cash benefits) shall be designated and paid in Tanzania shillings. Employees shall normally be *paid between* the 20<sup>th</sup> to 25<sup>th</sup> of each month. In case of any delays the finance office will issue a notice to the employees.
- II. Payments of salaries shall be made after deductions of income tax and other applicable statutory requirements, as well as any liabilities owed by the employee, reimbursement for private use of Honeyguide equipment and reimbursement of any damage caused to equipment. Non-retirement of imprest shall also be deducted before payment of salaries and benefits.
- III. Salaries (and other cash benefits) shall normally be paid through the bank account only which is designated by the employee himself/herself.

#### **6.1.4. SALARY ADVANCES:**

- I. As a service to our employees, Honeyguide allows staff to take an advance for one month against their monthly salary to handle specific cases of unexpected expenses. For more information, please refer to the Honeyguide Salary Advance Policy document.
- II. An approved salary advance for an employee shall not exceed half of the net monthly salary of the employee.
- III. Advances are not available for employees who are still in the probation period (first 3 months) of their contract.
- IV. Employees with any outstanding loans may not qualify for a salary advance payment.
- V. Employees shall fill in the cash requisition form and submit to the finance manager for approvals and processing starting from the 10<sup>th</sup> to the 20<sup>th</sup> of the given month.

#### **6.1.5. STAFF LOANS:**

As a service to our employees, Honeyguide can support staff in an emergency to cover financial challenges, particularly when staff cannot obtain any loan from a credit union or comparable lending institution.

To qualify for a loan, the employee needs to have completed one year of service and should be an unspecified period contract employee.

As an alternative some employees of Honeyguide have initiated an economic group with the aim of growing it to be registered as Savings and Credit Cooperative Scheme (SACCOS). When this scheme is fully operational members will be allowed to access soft loans at the capacity of the scheme.

For more information about staff loans, see 'Staff Loan Policy.'

#### **6.1.6. PERFORMANCE BONUSES:**

An employee's annual performance appraisal conducted by their line manager and confirmed by the management team, may lead to the award of a discretionary bonus, depending on the availability of funds. Employees eligible for Bonus are aware and clear on criteria and score procedures used to arrive at the bonus figure.

Monthly bonuses and rewards will be given to employees with specific targets which when achieved the scale of payment will be identified based on the criteria. The employees will sign on the payment list for the receipt of the bonuses.

All employees are subjected to contract reviews and salary adjustments after a discussion with his/her line manager. At the time of renewal of contract, an employee who has been performing exceptional or beyond expectation shall receive salary increase subject to the availability of funding.

The salary review shall normally take place during the budgeting period provided he/she has been employed at Honeyguide for at least fifteen continuous months prior to the contract renewal.

Also, the step increase shall be contingent on the availability of funding as well.

#### **6.1.7. PROMOTION BASED ADJUSTMENTS:**

The Honeyguide management team may promote or demote an employee, based on the needs of the Organization and/or employee's performance.

A promotion or demotion shall normally be signified by a change in the position title and grade level of the employee. The employee shall be entitled to receive the salary payment that is appropriate for the new grade level.

The employee *may be* subjected to probation in case the line manager requires a review of the performance objectives for the new position.

The employee shall receive a detailed notification of promotion or demotion after a discussion with his/her line manager. The notification will be issued through writing stating the reasons for such action.

### **6.2. EMPLOYEE BENEFITS POLICY**

#### **INTRODUCTION:**

Honeyguide seeks to provide employees with a set of benefits that shall enhance their security and quality of life, while safeguarding the long-term sustainability of the Organization. This section outlines the types of employee benefits and entitlement levels in operation at Honeyguide. Different benefits will be assigned to different categories of contractual arrangements.



### 6.2.1. DETERMINATION OF BENEFITS:

The management team shall generally determine and amend from time to time the types, levels, and eligibility requirements for various employee benefits at HONEYGUIDE.

Benefit	Eligibility	Managed by
Social Security	Unspecified period and specified period contract employees only	Finance Department
Medical Insurance	Unspecified period and specified period contract employees and temporary employees	Finance Department
Worker's Compensation Fund	Unspecified period and specified period contract employees who are covered under the terms of the insurer	Finance Department
Severance Allowances	Unspecified period contract employees only who have completed 12 Month of Service	Finance Department

### 6.2.2. PENSION:

The Finance Department shall be responsible for enrolling eligible employees into the National Social Security Fund (NSSF).

Honeyguide shall each month pay into the employee's pension fund account an amount equivalent to twenty per cent (20%) of her/his gross salary. The employee shall pay ten per cent (10%) of her/his gross salary deducted from gross salary and the same amount (10%) is matched by the employer all deposited into the employee's social security fund account each month. The Finance Department shall be responsible for ensuring these payments are accurate and timely.

The employee shall be eligible in the due course, to receive social security payments and other benefits in accordance with the provisions of the National Social Security Fund (NSSF) Act and its amendments. Honeyguide shall not be held 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.

## **1. MEDICAL BENEFITS FOR UNSPECIFIED PERIOD AND SPECIFIED PERIOD CONTRACT EMPLOYEES:**

This section of the Human Resource Manual describes policies and regulations that govern staff medical benefits for all Unspecified period and short-term Unspecified period employees. It is mandatory for all Honeyguide employees to have a medical Insurance cover.

All Unspecified period and specified period contract employees are entitled to medical benefits and will be enrolled with the National Health Insurance Fund (NHIF), whereby the employer and employee each contributes half of the cost that is 3% or Tshs. 30,000 based on employee's basic monthly salary to make monthly contribution to the fund for each employee. All employees who have their own medical insurance coverage and do not want to contribute to the NHIF can request the equivalent contribution rates that will be paid to the service provider. Employees with another special arrangement will agree with the Finance Department on the computation and how to recover the contribution paid to the Medical Insurance from their monthly salaries. This will be deducted from the payroll. All Honeyguide employees who are registered and contributing to any service provider for medical insurance benefits, shall have to comply with the provider's rules and regulations. The employee and their dependants each will be given a registered medical card and may use it to seek medical services from any listed hospitals and medical centre across the country. The List of hospitals and health centers may be updated by insurance providers from time to time.

NHIF will cover all medical cases including work-related and non-work-related illness and injuries for all Unspecified period and Specified-period employees.

Honeyguide should approve any hospitalization unless prior approval is impossible due to the nature of an emergency. In the event of extended hospitalization for the employee only, which renders him unable to work, the terms described in the Leave Section of the Human Resource Manual under clause "Sick Leave" will apply.

An employee who is no longer employed by Honeyguide is not entitled to health insurance coverage through Honeyguide including their families, and they must surrender any identity cards/documentation upon leaving employment. The Finance Department will be responsible for duly informing NHIF Insurance of non-coverage of employees no longer employed or working with the organization.

Honeyguide will no longer accept personal medical receipts from all employees seeking reimbursement – all their medical coverage will be covered by NHIF.

An employee may seek to obtain a higher level of health coverage from the provider than is covered by the amount offered by Honeyguide, in which case he/she shall be responsible for paying the difference in costs.

Honeyguide will provide medical assistance for medical expenses which are not paid by approved medical Insurance to the maximum of Tshs. 500,000 in cases of accident and maternity complications. This benefit is for Honeyguide staff only, not their beneficiaries.

## **2. MEDICAL BENEFITS FOR VOLUNTEERS AND INTERNS**

All volunteers working with Honeyguide for a three-month period or less will not qualify to be enrolled to paid Medical Schemes instead Honeyguide management may agree to refund on only evidenced costs of medication at limitation as detailed in section **10.4.2** below.

Medical benefits will be granted and refunded to all volunteers only in cases where injuries occur during legitimate and official work duties whereby Honeyguide reimburses the volunteer's medical bills, up to an absolute maximum of **Tsh. 500,000/=** per year.

The medical benefit will only cover a volunteer and not their dependents.

Reimbursed services may include doctor consultation, medicines and bed. Food and transport will not be reimbursed and will be the full responsibility of the volunteers.

No payment of services will be made without receipts. All receipts must be submitted to the finance department for processing the payment. The receipts must be able to name the medical facility, date of service and where possible it should be an electronic automated receipt.

## **3. POLICY ON MEDICAL EVACUATION:**

Honeyguide will transport all Tanzanian employees on duty to the best available medical facility within Tanzania in case of a medical emergency, by plane if need be.

Non-Tanzanian staff employed by Honeyguide shall always have valid international medical insurance in place. Honeyguide is not responsible for the payment of this provision.

# CHAPTER

## 07

### **STAFF ACCOMMODATION, TRAVEL, MEALS AND COMMUNICATION POLICY (DAILY SUBSISTENCE ALLOWANCE POLICY)**

## CHAPTER SEVEN

### 7. STAFF ACCOMMODATION, TRAVEL, MEALS AND COMMUNICATION POLICY (DAILY SUBSISTENCE ALLOWANCE POLICY)

#### 7.1. PURPOSE OF THE POLICY:

This policy is intended to guide reimbursement of reasonable and necessary employee expenses incurred during approved work-related travel and meetings.

Honeyguide will pay all reasonable expenses, allowed under this Policy, that are incurred by the employee in conducting work-related activities or travel.

#### 7.2. APPLICATION:

This policy applies to all Honeyguide's employees, interns and temporary staff.

#### DEFINITION:

- I. **Per Diem Allowance (PDA) or Daily Subsistence Allowance (DSA):** Per diem allowance or daily subsistence allowance in this policy refers to the maximum food and accommodation allowance for which employees can be reimbursed per day. The amount is not a reimbursement of actual expenses incurred and receipts are not required for meal per diem amounts. Employees may only receive funds for meals and accommodation occurring while on approved official or business activity.
- II. **Travel or official meals:** Meals taken by employees during official travel, trip, or session. The session and associated expenses must be prior approved by supervisors to be eligible for reimbursement.
- III. **Business Meals:** Meals taken with business associates, organization guests, job applicants, professional colleagues, partners or donors, during which organization discussions take place or hospitality is extended to distinguished guests. The session and associated expenses must be prior approved by supervisors to be eligible for reimbursement.
- IV. **Senior officer (s):** A member of a senior management team including the Chief Executive Officer or Executive Director, A Chief Operations Officer, A Chief Finance Officer, and A Chief of Communication and Marketing Officer.

### 7.3. POLICY STATEMENTS:

1. **Reasonable Expenses Only:** Employees are expected to incur work-related expenses in reasonable comfort and at reasonable cost, as outlined in this policy. All travel or official expenses must be clearly justified, pre-approved, and documented. Proof of travel may be required in expense reports. Any unreasonable trips or lavish, extravagant or unapproved expenses may result in disciplinary actions or require reimbursement by the employee.
2. **Honest and accurate expenses only:** Each employee is required to report his/her expenses honestly and accurately. Overstating expenses, altering receipts, claiming expenses not actually incurred or other types of fraud or misappropriation of funds will subject the employee to disciplinary action up to and including termination.
3. **Teamwork Norms:** Employees are expected to embody Honeyguide's culture of teamwork, collaboration, unity, and sharing whenever feasible. This includes engaging in group meals, group cooking sessions, lodging together or in proximity, and participating in daily or regular debriefings during field trips. Any behaviour counter to these cultural norms should be avoided and addressed within the group for discussion.
4. **Reasonable options for safety and reputation:** Employees are expected to use good judgment and act responsibly in choosing accommodation, transport, or meal options used while on official duties, prioritizing reputation and safety for both self and organization assets. Avoid low-quality or unsafe options as much as possible.
5. **Authorization required:** Staff travel, and related expenses must be authorised. Staff should verify that planned travel expenses are eligible for prepayment or reimbursement before making travel arrangements. An individual may not approve his or her own reimbursement.
6. **Personal funds and overspending:** Before using personal funds for business travel expenses, staff must review these policies or seek prior approvals as outlined herein to ascertain if such expenses are eligible for reimbursement. Honeyguide reserves the right to deny prepayment or reimbursement of travel-related expenses if this policy is not followed.
7. **Exceptions:** Occasionally, staff may need to request exceptions to this policy. Requests for exceptions must be made in writing and approved by the Chief Executive Officer (CEO) or the Chief Finance Officer (CFO). Exceptions related to the expenses of the CEO or CFO must be submitted to the other person or to the board treasurer for approval. If a circumstance arises that is not explicitly addressed in this travel policy, the most conservative course of action should be taken, or special approval must be obtained from a senior officer. Repeated occurrences of circumstances to be considered for inclusion in future policy amendments.

8. **Review and Revision:** This policy will be periodically reviewed to ensure relevance and effectiveness in meeting the Honeyguide's objectives and to adapt to changing needs and circumstances. Regular teamwide discussions of this policy will be encouraged during team events and staff meetings

#### 7.4. TRAVEL REIMBURSEMENT POLICY:

1. **Use of public transport:** Employees are expected to use public ground transportation where possible when the cost of using organization vehicles is unreasonably high and the trip circumstances do not necessitate a dedicated organization vehicle use or when the organization vehicles are not available during a necessary official travel.
2. **Use of public flights or air travel:** Employees can use economy class air travel when the urgency of their travel necessitates air travel or where the costs of ground transportation exceed air travel. Air travel will always be subjected to or authorised based on the urgency of the business need, the cost-effectiveness of air travel compared to alternative transportation options, and the availability of budgetary resources.
3. **Actual costs for public transport:** Transport costs will be reimbursed on the actual amount spent or otherwise prepaid on the estimated reasonable actual costs. All work-related transport costs will require original tickets, e-tickets, boarding passes, and receipts for taxis, buses, flights, and other modes of transportation used. Any unspent or unsupported pre-paid transport allowances should be returned after the trip.
4. **Common transport prepayment rates:** Predetermined public transport rates to common official locations will be annexed to this policy and updated at least regularly as needed, to be signed and approved by the Executive Director.
5. **Normal home-office commuting:** Official travel does not include commuting between home and the usual place of employment. Special circumstances that require reimbursement for home-office commute costs must be pre-approved by the supervisor.

#### 7.5. MEAL AND ACCOMMODATION:

1. **Fixed rates for meals and accommodation:** This policy introduces fixed meals and accommodation (M&A) rates instead of actual receipted expenses to spare employees and the organization the time that they would otherwise invest in keeping track of actual meals and accommodation expenses, saving related

receipts, vetting the amount of money spent, and filling out expense paperwork after official travel or activity. Predetermined meals and accommodation rates for common locations are annexed to this policy and updated at least annually or as needed, to be signed and approved by the Executive Director. **(Appendix 14)**

2. **Meals and accommodation for travel days:** The meals allowance must be adjusted for any meals provided to the travellers for the first or last day of travel to 75% of the full amount when the travel is 6 hours or less, or otherwise 100% for over 6 hours of travel.
3. **Amount deducted for provided meals:** When meals are provided to an employee in conjunction with official events during official activity, the full-day amount is reduced by the amount of the provided meal(s).
4. **Business or group meals:** Business or group meals are reimbursed and reported as actual expenses supported by actual receipts. These will include scenarios where an employee hosts a business or group meal such as a donor meeting, partner meeting, or staff group meal outside the office where work-related matters are discussed. These will not include the voluntary staff group meals where staff will contribute part of their DSA to the total bill.
5. **Meals and Accommodation during extended official trips:** For travel in excess of 14 consecutive days, staff must seek prior approval from at least 2 senior officers in order to use the per diem rate for reimbursement.
6. **Meals and accommodation for office and field staff:** Honeyguide shall provide all employees working in its head office with lunch, tea or coffee and drinking water during official working days. For non-working days, the line managers need to inform the finance department if there is the necessity to work over a weekend or holiday.

All field staff or rangers in all units or at ranger posts are provided with food rations which will be supplied by an appointed food vendor vetted by the Honeyguide management depending on the size of the crew per unit.

Remote station employees (such as Rubondo, Dog unit at Serengeti and Mkomazi) where Honeyguide has not established office facilities for the staff, the management will be responsible to organize their meals and accommodation in the areas.

For Field staff (e.g., drivers or VGS); coming to town for major car repairs and maintenance and living far from their homes, free accommodation is provided at the Honeyguide rented house. In case the room is full he/she should be given bus fare back to his/her working station until the office calls him/her to collect the car.



## 7.6. AIR TRAVEL

1. All employees are entitled to use air travel when it is deemed the most practical and efficient option for business-related travel. The organization is committed to ensuring cost-effectiveness, time efficiency, and staff safety while managing travel needs.
2. Local air travel will be reserved for **SENIOR MANAGEMENT TEAM** members and **MANAGERS** only. But at the discretion of management and where the circumstances so require, any lower-level staff may be authorized to use air travel. Air travel will be via the most direct and economical means using economy class.
3. Air travel may be selected when it meets one or more of the following criteria:
  - **Time Efficiency:** When air travel significantly reduces travel time compared to ground transportation, allowing employees to meet important business deadlines.
  - **Cost-Effectiveness:** When the total costs of air travel (including ticket fares, airport transfers, and incidental expenses) are comparable to or lower than other forms of transport.
  - **Safety Considerations:** When ground transportation poses significant safety risks (e.g., hazardous road conditions or travel through unsafe regions).
  - **Business Continuity:** When air travel allows for more effective business operations or minimizes disruption to work schedules.
4. All air travel bookings should be made through the organization's preferred travel agent or designated booking platform to ensure consistency and cost control. The travel agency will advise on the most economical fare and routing, determined by examination of all carriers possible. Deviations from the lowest fare must have Chief Financial Officer's approval.
5. Employees are responsible for submitting receipts and documentation for reimbursement in line with the organization's travel expense policy. Tickets not used are to be returned to the travel agency immediately in order to receive credit from the issuing party. In the event of flight cancellations or significant delays, employees should communicate promptly with their supervisors and follow the airline's procedures for rebooking or refunds.

## 7.7. COMMUNICATIONS:

Honeyguide has subscribed to a communications Organization for a monthly package distributed to staff inform of a bundle consisting of Internet, airtime, and short messages. The package is provided for use on official matters. To qualify for this package staff are required to get approval from the line manager for subscription.

If an employee for some reason is not in the top up list and cannot receive the monthly subscribed package, they can consult their supervisors for the cash top up. Unless strongly justified, management does not encourage employees to ask for additional bundles when their subscribed bundles deplete. At some instances staff may require mobile phones to achieve their tasks. The line manager is responsible to get the purchase approval from the management.

# CHAPTER

# 08

## CODE OF CONDUCT POLICY

# CHAPTER EIGHT

## 8. CODE OF CONDUCT POLICY

The purpose of the Code of Conduct is to promote and safeguard the interests of Honeyguide, and to create conditions for all employees to conduct themselves with integrity and to work together to create a good working environment. The Code of Conduct also describes the responsibility that all staff have to the organization to strive for and maintain the highest standards in the day-to-day conduct of their work in order to achieve Honeyguide's goals. Failure to comply with the Code of Conduct shall be considered a breach of the terms of employment and may warrant disciplinary action.

### 8.1. STANDARDS OF CONDUCT:

As a staff member of Honeyguide (whether long-term or temporary as above) I commit myself to adhering to the required standards in the performance of my duties in the following areas:

### 8.2. ORGANISATIONAL PROPERTY AND WORKING TOOLS:

Employees will be responsible for the use of information, assets, and resources to which he/she has access through his/her employment with the organization. Employee will be responsible for

- I. To ensure that the use of assets and resources assigned to them are used in a responsible manner and safeguard all properties and materials entrusted to them and will exercise the utmost care in their use. And will account for all money and property, following the appropriate policy and procedural requirements.
- II. Employees are not allowed to use computers, equipment or other technology to view, download, create, distribute, or save in any format inappropriate material, including but not limited to adult or child pornography.
- III. Employees must ensure all organization goods and services, including those provided by/property of a third party, in an appropriate manner.
- IV. Employees will not release any private or confidential information relating to Honeyguide (or for which the organization is responsible) unless legally required and permitted by the Chief Executive Officer to do so.

- V. The Official Stamp of Honeyguide may only be used by the Chief Executive Officer or designated staff for official purposes.

### **8.3. PERSONAL CONDUCT AND REPUTATION OF HONEYGUIDE:**

Employee has to ensure that his/her personal and professional conduct is, and is seen to be, of the highest standard and in keeping with the Honeyguide's mission, values and beliefs.

#### **Employee is committing to**

- I. At all times acting in a manner that shall enhance the reputation and wellbeing of Honeyguide.
- II. Treating all people I meet with courtesy, respect and integrity. I will not discriminate; show differential treatment to or Favor particular individuals to the exclusion of others.
- III. Observe all local laws and behave in a culturally sensitive manner.
- IV. Not work under the influence of alcohol or drugs (with the exception of prescribed drugs for health reasons) or illegal substances that affect my ability to perform my duties.
- V. Not use, distribute, sell or be in possession of illegal substances on Honeyguide's premises, or while using Honeyguide's vehicles.
- VI. Ensure that my behaviour or actions both during and outside of work does not bring the reputation of Honeyguide into disrepute, does not impact on or undermine my ability to undertake the role for which I am employed and does not in any other way jeopardize Honeyguide's standing.

Not abuse my position for personal gain by requesting, soliciting or accepting any payment, gift, service or Favor (including sexual Favors) from others, whether for my own personal benefit or for another person, in return for Honeyguide's support, goods or services.

#### **8.4. ZERO TOLERANCE STATEMENT:**

- I. Honeyguide has zero tolerance for corruption, theft, fraud and dishonesty. No employee may request, induce, demand or accept gifts.
- II. No employee may misrepresent or otherwise provide false information.
- III. An employee who engages in such illegal actions like corruption shall be subject to termination of employment.
- IV. An employee who has caused loss to Honeyguide through such illegal actions as corruption may additionally be held liable for reimbursing the cost of the loss or damage caused.

#### **8.5. REPRESENTATION AND CONFIDENTIALITY:**

- I. The spokesperson for Honeyguide shall be the Chief Executive Officer only, or in his absence the Chief Finance Officer, Chief of Communication and Marketing Officer or Chief Operation Officer, who on behalf of the Chief Executive Officer shall serve as the spokesperson for Honeyguide.
- II. No employee or intern shall, without the express authority of the Chief Executive Officer /Chief Finance Officer, Chief of Communication and Marketing Officer or Chief Operation Officer, speak with the media or make other official statements on behalf of Honeyguide.
- III. All official publications or statements of Honeyguide shall be signed by the Chief Executive Officer, or an employee delegated by him.
- IV. No employee may disclose any unpublished information related to the work of Honeyguide or its partners which comes to her/his knowledge as a result of her/his employment, except where such disclosure is necessary for the effective performance of her/his duties.

## **8.6. INTEGRITY AND CONFLICT OF INTEREST:**

Employees are expected to perform their duties and private life in a manner that avoids possible conflicts of interest with the work or reputation of the organization and his/her work as an employee of Honeyguide.

Employee will work to ensure that:

- I. To avoid situations where personal interests could conflict, or reasonably appear to conflict, with the interests of Honeyguide. Therefore, employees will not enter into any sort of business relationship on behalf of Honeyguide with family members, friends or other personal/professional contacts for the supply of any goods or services to the organization or any employment related matters without authorization from the Chief Executive Officer.
- II. Employees will not involve him/herself in any decision-making process, or seek in any way to influence decisions, where employees or their relatives may be able to gain privately from the decision. Employee is expected to declare any potential conflict of interest to my line manager.
- III. In addition to declaring any conflict of interest beforehand, Employee will act objectively in awarding benefits, contracts for goods/services, employment or promotion within the organization, to any person with whom the employee has financial, personal, family (or close intimate relationship) interests.
- IV. Employees are expected not to accept bribes or gifts (except small tokens of appreciation from colleagues or management) or any remuneration from governments, beneficiaries, partners, suppliers or other persons, which have been offered to me as a result of my employment with the organization.
- V. Employee has to notify his/her line manager if he/she is offered or has received gifts of any kind, however small. In general, gifts should not be of such value as to constitute a personal enrichment for the recipient and should not be such as to appear excessive to an objective observer.
- VI. Employees are expected not undertake work or duties outside the organization that negatively influence employee's ability to perform his/her duties, or which have a negative impact on employee's work with the organization.

## **8.7. COMPLIANCE WITH THE LAW:**

Employees are expected to avoid involvement in any activities that are illegal, or contravene human rights, or compromise the work of the organization.

Specifically, Employee is committing that:

- I. Not to take part in or support any illegal activities.
- II. To refrain from actions that might jeopardize Honeyguide's reputation.

## **8.8. HARASSMENT AND DISCRIMINATION:**

In dealing with fellow employees, employees are expected to refrain from any form of discrimination, bullying, harassment, abuse, intimidation, or exploitation.

Specifically, Employee will:

- I. Act fairly and honestly, and treat others with dignity and respect, regardless of issues such as gender, race, religion or lack of religion, colour, national or ethnic origin, language, marital status, family status, birth, sexual orientation, age, disability, socio-economic background, caste, political belief, HIV and AIDS status, physical appearance or lifestyle.
- II. Not engage in any humiliating, degrading, exploitative or violent behaviour, and will not deliberately abuse or intimidate any other person.
- III. Not use or condone language that is inappropriate, demeaning, or offensive towards others.
- IV. Not make sexual advances if I know or ought to know that the solicitation is unwelcome and will not in any other way sexually harass another person.

### **Duty to report**

In any incident:

- I. Employees are expected to follow the prescribed procedure within the organization in reporting any potential incident, abuse or concern that employee has witnessed, am made aware of, or suspect which appears to break the



standards contained in this Code. For more information about the prescribed procedure to be followed, consult the Human Resource Manual section 10 (Grievances).

- II. Employees will not intentionally make malicious or false accusations in relation to this Code against any other employee.
- III. Employees have to ensure that all information about breaches of this Code is handled with the utmost discretion.

### **8.9. REPORTING MECHANISM:**

If an employee would like to report any potential incident, abuse or concern, this may be reported in the following ways:

- I. Reporting directly to the Chief Executive Officer – If employees would like to report an incident to the Chief Executive Officer, they are advised to request a private meeting. It is the duty of the Chief Executive Officer to ensure that employees who report any breaches of this code do not suffer retribution.
- II. Reporting directly to the Line Manager – Employees are entitled to request a meeting with their line manager in order to discuss or report any potential incident or breach of the Code of Conduct. It is the duty of the line manager to ensure that employees who report any breaches of this code do not suffer retribution. Any employer or employee who retaliates in a vindictive manner towards an employee who has made the report commits a bigger offense.
- III. Reporting incidents at employee level - If an employee would like to report any potential incident, abuse or concern, this may be reported through the suggestion box available at the board meeting room.

# CHAPTER 09

## **DISCIPLINARY PROCEDURE POLICY**

# CHAPTER NINE

## 9. DISCIPLINARY PROCEDURE POLICY

### INTRODUCTION:

#### The Disciplinary System

The levels of disciplinary action specified under this policy are those which will normally be taken in the event of a serious breach of the Organization's policies, though genuine mitigating circumstances would normally be taken into account.

Mitigating circumstances may include a clean personal character, many years of service, good performance and behaviour.

The purpose of disciplinary action, however, is to prevent rather than to punish. The maintenance of socially acceptable, ethical and legally correct behavioural standards is essential in the best interest of the Organization and all its employees. Where such standards are breached, management has a right and responsibility to take corrective action.

However, in dealing with disciplinary matters the principle is that any grievance should be resolved at the lowest possible level.

Termination of employment may take place only where corrective action has failed or where a breach of discipline is so extreme that no viable alternative exists.

Rules are made for the employee's as well as the Organization's interest – to provide a self-regulating environment essential for promoting staff motivation, health and safety of people working in and for the business and to ensure effective and harmonious working in the business.

The responsibility for maintaining discipline at work is vested in the employees, the Head of the Department and Line Manager. It is everyone's duty to ensure that he/she understands the requirements, rules and regulations of the Organization and that all employees in his/her department are aware of such requirements and abide by them.

### 9.1. DISCIPLINARY STAGES:

There are 5 levels in the Disciplinary Code and each level is explained below: It must be stressed that even though these levels are listed in progressive order, in practice and depending on the severity of the offense, management can skip any level and impose a more severe penalty so long as the procedure is followed. Procedural forms to be used.

#### **9.1.1. COUNSELLING:**

For minor offenses when committed, a counselling note may be given. This may show an employee that next time if one does not improve then a more severe punishment can be issued. Management/ Supervisor can keep a record in the form of ‘counselling note’ but it should not be on the employee’s file. Counselling Note **(Appendix 15)**

#### **9.1.2. VERBAL WARNING**

- I. A verbal warning may be given when a minor offense is committed for the first time instead of instituting severe disciplinary action. This may serve as an indicator to the employee of the next possible disciplinary action in the event of failure to improve.
- II. This, however, may not apply in all instances, as stated earlier. In cases of serious misconduct or which may require security or police investigation. A record of this warning must be kept by the Supervisor/Manager and shall form part of the Employee’s personal file record. Verbal Warning Form **(Appendix 16)**

#### **9.1.3. WRITTEN WARNING – (VALID FOR 6 MONTHS)**

This is the next penalty level after a verbal warning. A written warning as per Disciplinary forms, shall be desirable where a verbal warning has not had the desired effect and need not only be given where it is a repetition of a minor offense, or where the misconduct or work performance requires a stronger reaction than a verbal warning. A copy of written warning shall be kept in the employee’s personal file and shall form part of the employee’s record. Written Warning Form **(Appendix 17)**

#### **9.1.4. FINAL WRITTEN WARNING- (VALID FOR 6 MONTHS)**

- I. A final written warning shall be given when a serious offense has been committed for the first time or where the Employee commits a minor offense when she/he had already been given a written warning for a minor offense of the same or a different nature to that for which she/he is now being disciplined. Final Written Warning Form **(Appendix 18)**
- II. A final written warning can only be given after a formal disciplinary enquiry/hearing.

## **TERMINATION:**

- I. No employee shall be terminated without fulfilling the requirements of the Disciplinary Procedure.
- II. This is the ultimate sanction, when other disciplinary actions have failed, or when the seriousness of the offense warrants it.

**NB:** For gross misconduct, an employee can be terminated at once even for a first offense.

### **9.1.5. GROSS MISCONDUCT / OFFENSES**

The following are examples of misconduct or offenses are serious /gross misconducts (offenses which may justify termination even committed for the first time in absence of strong justifiable mitigation factors. This list of examples however does not include all possible forms of misconduct or offenses. These offenses can be committed against the Management of the Organization, fellow employees and/or outsiders where the reputé or image of the Organization is concerned.

The offenses include, but not limited to the following:

- Offensive behaviour
- Disruption of relations
- Desertion/abscondment up to more than five days without permission or acceptable reasons.
- Sexual harassment or harassment of any nature
- Theft/attempted theft / fraud
- Being under the influence of alcohol, or drugs while at work /on duty
- Gross Insubordination or any other similar or related misconduct
- Any form of discrimination
- Willingly causing loss of or damage to Organization property or property of another employee or employer's stakeholder.
- Use of the Organization property for private use without permission
- Purposeful unsatisfactory job performance despite at least two written warnings.
- Unseeingly or offensive language
- Abuse of sick leave
- Contravention of Organization's rules and regulations
- Assault
- Gross Negligence

- Gross Dishonesty
- Disclosing confidential information to unauthorized person(s).

## **9.2. DISCIPLINARY HEARING-STRUCTURE AND PROCEDURE:**

### **9.2.1. OCCURRENCE ACTIONS**

Where the offense committed is a serious one warranting termination, a formal disciplinary hearing/enquiry must be convened. Management shall issue a charge(s) against the employee after becoming aware that an offense has been committed. On conclusion of investigations, Management shall endeavor to convene a hearing. In these instances, the Human Resource Manager will notify the accused of the date on which the enquiry will take place. The relevant form must be filled appearing at the end of the disciplinary code.

### **9.2.2. COMPOSITION OF THE HEARING COMMITTEE**

Composition of the hearing committee shall differ from time to time, depending on the circumstances of each case. The following persons will normally form the disciplinary committee and may be presenting each hearing as an inquiry team:

- I. The Chairperson Who May Come from The Organization or Outside the Organization.
- II. Complainant Or Person Who Initiated the Issue Normally the Line Manager
- III. Defendant (Accused Employee)
- IV. Employee Representative (Optional) As Per Employee's Right of Representation.
- V. One Other Senior Staff from The Organization
- VI. One Officer Designated for Hr Matters in The Organization.

### **9.2.3. REPRESENTATION**

Where the Employee wishes to be represented, she/he is to be granted that wish, but should not be forced into engaging a representative. The representative could be a fellow employee colleague or union official where there is a union field branch. Non-employees are not permitted to represent an employee during the disciplinary hearing.

#### **9.2.4. RIGHT TO INTERPRETER AND APPEAL**

The Employee has the right to an interpreter and has the right to appeal if the sanction resulted in a final written warning or termination.

#### **9.2.5. NON- ATTENDANCE BY EMPLOYEE TO A HEARING COMMITTEE**

Where the Employee has been notified of a hearing at least forty-eight (48) hours prior to the hearing, and fails to attend, without notice and justifiable reasons the hearing shall proceed without the Employee and the Employee shall be considered to have waived his/her right to defend himself /herself.

#### **9.2.6. CHAIRING A HEARING**

The authority to chairperson a disciplinary enquiry, and therefore issue a written warning, a final warning or termination, is vested in the member of management who shall not have been involved in the circumstances giving rise to the case. The Chairperson shall conduct the proceedings as explained below.

#### **9.2.7. CONDUCTING A HEARING AND ROLES OF PARTIES INVOLVED.**

The way in which a disciplinary inquiry/hearing is conducted is a direct result of the success or failure of the implementation of procedures.

It is thus recommended that the following roles of each player in the team should be taken as standard before carrying out the actual activity.

#### **9.2.8. APPOINTING OF DISCIPLINARY COMMITTEE:**

If evidence collected on any case establishes that there is a case to answer, or the matter requires further inquiry Management shall appoint a Disciplinary Hearing Committee to fairly deliberate on the case. Success or failure of the implementation of the procedures will depend on this committee.

#### **Chairperson**

- Fills hearing form
- Confirm of the employee's rights
- Confirm of the chairperson is neutral
- Introduces all parties in the meeting.

- Ascertains that particulars of offense are fully understood by the alleged offender.
- Allows both offender and complainant to present their cases and defences respectively.
- Emphasizes the importance of honest open discussions.
- Cross examines witnesses.
- Review the evidence before making the finding of guilt or innocence.
- Reaches conclusions based on facts presented and seeks advice from HR if need be.
- In case the employee is guilty, record mitigation factors from the employee and aggravation factors from the complainant and make recommendations to the disciplinary authority based on mitigation or aggravation factors presented by parties.
- Ensures that both parties are informed of the outcome and the right to appeal is explained within five working days.

### **Complainant**

- This is the initiator of the charge. He/she may be the line supervisor/Line Manager/Head of Department or any other person appointed by the management.
- Ensures notifications of disciplinary forms are filled correctly with the particulars of offense clearly stated.
- Ensures the defendant (employee) is aware of the charges.
- He/she should act as a witness who saw the standards breach being committed.
- Main role is to state the facts and use witnesses if available.
- Has the right to question the employee's witnesses.
- Has the role of proving the allegations against the defendant by calling witnesses to testify and tender exhibits

### **Charged employee (Defendant)**

- This is the employee who is alleged to have committed the offense.
- Has the right to state his/her case and may be assisted by a union representative or fellow employee of his own choice
- Can also have witnesses.
- Has the right to an interpreter if necessary.
- Has the right to question/cross examine management witnesses.

### **Employee's representative**



- Should be a union representative, or a field branch union representative or a work colleague.
- Assists employees to prepare cases prior to hearing.
- May ask reasonable questions related to the proceeding to parties present.
- Comments before judgment is passed and can state mitigating circumstances.

### **Administration/HR Manager**

- Must attend every formal hearing unless he/she was involved in the cases but is not part of the committee and should not participate in decision making.
- Advises on charges to be leveled against the charged employee.
- Ensures that all cases are dealt with in terms of the procedures and the Disciplinary Code is consistently applied.
- Confirms the employee's representation.
- Makes investigations of domestic or other circumstances of the defendant.
- Ensures that the defendant's file is not examined to avoid bias until guilt has been established.

### **Senior Staff from the Organization**

- After hearing all the evidence, chairperson will consider possible disciplinary action
- Must ensure that the decision is justified based on the evidence presented and proportional to the misconduct

### **9.2.9. COMMUNICATION OF INQUIRY/HEARING FINDINGS**

The hearing findings will be communicated to the charged employee via by the Chairperson of the hearing committee. In case of disciplinary hearing the findings will be communicated to the defendant and signed by the hearing chairperson/committee. The hearing committee has to give a chance for any mitigating circumstances from both defendant and complainant before a decision is reached. Disciplinary committee will then inform the defendant formally accordingly.

### **9.2.10. FACTORS IN ESTABLISHING GUILT.**

A disciplinary hearing/inquiry is not like in a court of law where the matter has to be proved beyond reasonable doubt. In a disciplinary hearing guilt is proved on the following basis:

- **Corroborated Evidence**

This is where witnesses in the case are recalled giving evidence in support of alleged breach of the Code or to refute the allegations.

- **Balance of Probabilities**

This is where the evidence submitted by both the complainant and defendant leads the chairperson to decide the case on the balance of probabilities i.e. On what could be considered probable based on the evidence given.

- **Failing to attend Inquiry.**

As stated earlier, in case an employee has been advised of a hearing at least 48 hours prior to the hearing and fails to attend without notice or justifiable reasons the committee shall proceed with the hearing without the employee.

### **9.2.11. GUIDELINES IN DEALING WITH SPECIFIC DISCIPLINARY OCCURRENCES:**

#### **DEALING WITH POOR PERFORMANCE**

In the case of under-performance, an employee may not be terminated unless and before:

- standards of performance are in place and known to the employee.
- The standards are reasonable and in relation to the job.
- the employee has been made aware that he/she is not meeting the standards.
- the employee has been afforded a reasonable opportunity to meet the standards and account for non-performance and the employee has continued to fail to meet the standards.
- Before termination “a final’ ’meeting should be convened by management where an employee has the right to attend with a fellow employee. Provide reasons and give opportunities for mitigating circumstances. Communicate outcome in writing with reasons.

#### **Suspension**

- Management may in certain circumstances suspend the offender from work pending investigation of the case in consultation with the Head of department concerned. Normally an employee will be suspended from work when his/her

continued presence is unlikely to lead to disturbance or it is necessary to avoid injury or loss or damage to Organization property or if management believes the employee may tamper with evidence, hinder investigation, or threaten witnesses.

- Suspension will normally be at full pay.

### **Criminal Offenses**

- Criminal offenses should be dealt with in terms of the Disciplinary Code before they are to be referred to the Police. Once the employee is reprimanded in custody and charged, implementation of the Organization internal disciplinary procedures will have to wait until the court makes a ruling on the matter and any appeal there too.
- In order to give weight to serious issues a member of management should lead evidence in a disciplinary enquiry involving criminal offenses.

### **Health and Injury**

- Procedures for dealing within capacity as a result of ill health or injury when considering termination are;
  - Whether employee can perform his/her duties
  - Adaptability of work circumstances to suit employees or adapting his/her duties.
  - Availability of alternative work at same level
- Management before termination should consult with registered medical practitioners, give reasons and opportunity for representation, then communicate results and make a decision.

### **Probationary Employee**

- Termination of employees under a probationary period of not less than six months falls under the procedures outlined in these guidelines.
- The employee must know all terms of probation. Length of probation can vary from one job to the other but should be reasonable and not more than 6 months but may be extended for further (6) six months.
- It is the responsibility of line managers, heads of department and senior executives to monitor employee's performance to ensure performance standards are met. If at any stage, the employee cannot measure up to expectations the Organization can terminate his or her employment.
- The employment of a probationary employee can be terminated when he or she:
- Has been informed of The Organization's concerns.

- Has been given an opportunity to respond to those concerns.
- Has been given reasonable time to improve performance or correct behaviour but has not done so.
- Before termination “a final’ ’meeting should be convened by management where an employee has the right to attend with a fellow employee. Provide reasons and give opportunities for mitigating circumstances. Communicate outcome in writing with reasons

### Offenses Committed outside the Workplace

An employee can be punished under these guidelines for any behaviour likely to bring the Organization into disrepute even if it takes place outside working hours or outside the Organization.

#### 9.2.12. RECOVERY OF LOSSES OR DAMAGES

Where Honeyguide suffers any loss or damages because of neglect of duty on the part of an employee or non-compliance with any lawful instruction, or where the employee has caused wilful damage or loss, the Chief Executive Officer may require the employee to make good such loss or damage by withholding up to twenty-five per cent (25%) of her/his gross salary every month until the liability is fully recovered.

However, an agreement to make such deduction of the employee shall be made in writing specifying the cause, amount, and calculation of the debt.

### DISCIPLINARY CODES AND PENALTIES.

S/No	Offence Category	Authority Level	1 <sup>st</sup> Breach	2 <sup>nd</sup> Breach	3 <sup>rd</sup> Breach	4 <sup>th</sup> Breach
1.	<b>Absent from work</b>	Head Of Department/ Line Manager	Verbal Warning	Written Warning	Final warning (2 <sup>nd</sup> written warning)	5 <sup>th</sup> consecutive day of not coming to work Termination
2.	<b>Time keeping</b>					
	<b>a.</b> late for work	Head Dept. Mgr/ Line Manager	Verbal Warning	Written Warning	Final warning (2 <sup>nd</sup> written warning)	Termination

S/No	Offence Category	Authority Level	1 <sup>st</sup> Breach	2 <sup>nd</sup> Breach	3 <sup>rd</sup> Breach	4 <sup>th</sup> Breach
	<b>b.</b> leaving workplace without permission during working hours	Head Dept. Mgr/ Line Manager	Verbal Warning	Written Warning	Final warning (2 <sup>nd</sup> written warning)	Termination
3.	<b>Work performance</b>					
	<b>a.</b> Sleeping on duty	Head Dept. Mgr/ Supervisor	Verbal Warning	Written Warning	Final warning	Termination
	<b>b.</b> Failure to complete given task	Head Dept. Mgr/ Supervisor	Written Warning	Final warning	Termination	
	<b>c.</b> Doing unauthorized private work or related matter at workplace	Head Dept. Mgr/ Supervisor	Written Warning	Final warning	Termination	
	<b>d.</b> Failure to carry out reasonable instructions of the employer	Head Dept/ Mgr	Final Warning	Termination		
	<b>e.</b> Failure to carry out reasonable instructions of the employer	Head Dept/ Mgr	Final Warning	Termination		
	<b>f.</b> Failure to carry out reasonable instructions of the employer	Head Dept/ Mgr	Final Warning	Termination		
	<b>g.</b> Negligence in work but not resulting in damage	Head of Dept	Final Warning	Termination		
	<b>h.</b> Negligence in work resulting in damage, theft or loss of Company property	Chief Executive Officer	Termination			

S/No	Offence Category	Authority Level	1 <sup>st</sup> Breach	2 <sup>nd</sup> Breach	3 <sup>rd</sup> Breach	4 <sup>th</sup> Breach
	<b>i.</b> Habitual, substantial or wilful negligence in the performance of work	Chief Executive Officer	Termination			
	<b>j.</b> Unacceptable work performance, behaviour or consistence work performance below average despite at least two written warnings	Head Dept./ Supervisor	Verbal Warning	Written Warning	Final warning	
	<b>k.</b> Dishonesty or any major breach of trust Gross incompetence or inefficiency in the performance of work	Chief Executive Officer	Termination			
	<b>l.</b> Lack of skills, which the employee expressly or impliedly claimed to possess	Chief Executive Officer	Termination			
	<b>m.</b> Participating in illegal strike or any unjustifiable work stoppage resulting into loss of company Properties	Chief Executive Officer	Termination			
4.	<b>Property</b>					
	<b>a.</b> Misuse or neglect of the employer's property	Head of Dept/ Manager	Final warning	Termination		
	<b>b.</b> Causing serious damage to or loss of the employer's property, either	Chief Executive Officer	Termination			

S/No	Offence Category	Authority Level	1 <sup>st</sup> Breach	2 <sup>nd</sup> Breach	3 <sup>rd</sup> Breach	4 <sup>th</sup> Breach
	through gross negligence or wilful damage					
	<b>c.</b> Theft or unauthorized possession of the employer's property (belonging to other employees, customers or clients)	Chief Executive Officer	Termination			
	<b>d.</b> Fraud or misappropriation of organizational fund	Head of department	Termination			
<b>5.</b>	<b>Behaviour</b>					
	<b>a.</b> Use of abusive language towards others	Head Dept. Mgr/ Supervisor	Verbal Warning	Written warning	Final warning	Termination
	<b>b.</b> Failure to follow established Company procedures and rule	Head Dept. Mgr/ Supervisor	Written warning	Final warning	Termination	
	<b>c.</b> Being under the influence of alcohol or drugs whilst at work	Head Dept /	Termination			
	<b>d.</b> Assault, attempt assault or fighting at workplace or within Company premises	Head Dept / Chief Executive Officer	Termination			

S/No	Offence Category	Authority Level	1 <sup>st</sup> Breach	2 <sup>nd</sup> Breach	3 <sup>rd</sup> Breach	4 <sup>th</sup> Breach
	<b>e.</b> Convicted and sentenced to imprisonment by any court of law for any unlawful act	Head Dept. / Chief Executive Officer	Termination			
	<b>f.</b> Receiving or giving bribe or inducing others to do so	Head Dept. / Chief Executive Officer	Termination			
<b>6.</b>	<b>Insubordination</b>					
	<b>a.</b> Refusal to carry out lawful instructions	Head Dept. / Chief Executive Officer	Termination			
	<b>b.</b> Committing of serious or repeated act of insubordination or during working hours against the employer	Head Dept. / Chief Executive Officer	Termination			
<b>7.</b>	<b>Theft, Fraud and Dishonesty</b>					
	<b>a.</b> Commits any act amounting to fraud, forgery or dishonest in performance of duty	Chief Executive Officer	Termination			
	<b>b.</b> Discloses or conveys any information or technical, trade or confidential matter to the prejudice of the Company	Chief Executive Officer	Termination			



S/No	Offence Category	Authority Level	1 <sup>st</sup> Breach	2 <sup>nd</sup> Breach	3 <sup>rd</sup> Breach	4 <sup>th</sup> Breach
	<b>c.</b> Misuse or misappropriation of Company funds, property or resources	Chief Executive Officer	Termination			
	<b>d.</b> Theft or attempted theft of Company property belonging to any person at work place	Chief Executive Officer	Termination			
	<b>e.</b> Dealing in or assisting others to unlawfully obtain Company property	Chief Executive Officer	Termination			
	<b>f.</b> Commits any act amounting to fraud, forgery or dishonest in performance of duty	Chief Executive Officer	Termination			
<b>8.</b>	<b>Safety Related Offence</b>					
	<b>a.</b> Failure to wear or use appropriate personal protective equipment	Supervisor/Head Department	Final warning			
	<b>b.</b> Failure / Refusal to carry out safety instructions	Head of Dept/ Manager	Final warning	Termination		
	<b>c.</b> Deliberately transgressing any cardinal rules	Supervisor/Head Department	Final warning	Termination		

# CHAPTER 10

## TERMINATION OF EMPLOYMENT POLICY

# CHAPTER TEN

## 10. DISCIPLINARY PROCEDURE POLICY

### INTRODUCTION:

This policy describes the circumstances under which an employee ceases to become an employee of Honeyguide (i.e. is 'separated') and the rights and benefits that shall be applicable in different circumstances. When Honeyguide warrants a separation with an employee for any valid reasons both parties Honeyguide and the employee shall follow special, distinct, and separate procedures.

### 10.1. GROUNDS FOR TERMINATION:

An employee may cease to be employed by Honeyguide under the following circumstances:

- On medical grounds.
- Failure to satisfactorily complete probation period.
- Performance assessed to be unsatisfactory or below expectation in annual appraisal.
- Redundancy of the employee's position.
- Operational requirements /retrenchment
- Expiration of contract.
- Death of the employee.
- Either party providing minimum notice; or
- By mutual agreement between Honeyguide and the employee.
- Misconduct
- Incompatibility

### GENERAL CONSIDERATION FOR TERMINATION:

Both Honeyguide and the employee shall seek to minimise disruption to the work of Honeyguide and life of employee to the maximum extent possible. The party initiating the termination shall strive to inform the other of its intention to separate as far in advance as possible. However, the following 'minimum notice' requirements shall apply, unless explicitly stated otherwise in the employee's contract:

## 10.2. MINIMUM NOTICE OF TERMINATION:

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

Circumstance	Minimum Notice	Benefits due
Medical grounds	After 126 working days of illness, which are 63 days of full pay wage and 63 days of half pay wage. The employer shall not be required to pay the employee if declared unfit for work by a medical practitioner.	Pension, severance allowance, group accident coverage where applicable to the extent provided by provider
Termination based on misconduct	For fair termination on grounds of misconduct; at least 30 days or one month pay in lieu of notice	Salary/Wage to the last day worked, No Severance pay, payment transport to the place of recruitment, accrued annual leave, certificate of service
Termination based on incompatibility	For fair termination on grounds of incompatibility; at least 30 days or one month pay in lieu of notice	Salary/Wage to the last day worked, Severance pays, payment transport to the place of recruitment, accrued annual leave, certificate of service
Termination based on operational requirements	Honeyguide shall provide notice of three months for Senior Management Member and Chief Executive Officer, one month notice for the rest of employees	Salary for the worked days, transport to the place of recruitment, certificate of services, Pension, leave days, severance allowance if employee has completed at least 6 months of contract

<b>Circumstance</b>	<b>Minimum Notice</b>	<b>Benefits due</b>
Redundancy	Honeyguide to provide notice of notice of 3 months for Senior Management Members and Chief Executive Officer, or 1 month for all other employees (or payment in lieu of notice), or up to end date of contract if it expires earlier	Salary for the worked days, transport to the place of recruitment, certificate of services, Pension, leave days, severance allowance if employee has completed at least 6 months of contract
Expiration of contract	None – but Honeyguide and the employee should reach an understanding three months in advance as to whether the contract is to be renewed and whether the employee intends to renew.	No severance allowance for fixed term contract.
Resignation	Employee shall provide notice or salary in lieu of notice of three months for Senior Management Member and Chief Executive Officer, one month notice for the rest of employees	Salary/Wage to the last day worked, payment transport to the place of recruitment, accrued annual leave, certificate of service
Death of employee	None	All terminal benefits on fair termination under common law, Pension, severance allowance, health insurance and/or group accident coverage to the extent provided by providers.
Retirement- Compulsory or voluntary	1-3 months	At least 8 years of service are entitled to additional two-month salaries as a golden handshake as appreciation from the organization. Maximum of 10 million.  Employees who worked for less than 8 years are entitled to One

Circumstance	Minimum Notice	Benefits due
		month salary as appreciation from the organization.

### 10.3. ON MEDICAL GROUNDS

An employee who has been on sick leave for 126 working days in the past thirty-six months shall be examined by a certified medical practitioner recognized by Honeyguide, and if he/she is declared unfit to continue working, the Chief Executive Officer may, after consultation with the relevant Manager may terminate the employee's contract on medical grounds. Before terminating an employee on ground of ill health, Honeyguide shall take into account the following factors to determine the fairness of the reason in the circumstances:

- The cause of the incapacity.
- The degree of incapacity.
- The temporary or permanent nature of the incapacity.
- The ability to accommodate the incapacity.
- The existence of any compensation or pension.

In such an event the employee shall be entitled to severance allowance payment corresponding to the number of months worked and all other applicable benefits as stipulated herein.

### 10.4. DEATH OF EMPLOYEE

- If the employee dies, the officially designated next of kin of the employee shall be entitled to receive full payment of their salary until the last day of work, accrued severance allowance, and payment of unused annual leave on a prorated basis.
- The next of kin may also be eligible to receive certain benefits from the health care provider depending on the level of coverage subscribed and the rules of the health provider.
- Where the death of the employee is caused by accident or injury her/his next of kin may also be eligible to receive compensation from the group accident insurance cover depending on the level of subscription and the rules of the insurance provider.

### **10.5. CONDOLENCES ON DEATH OF AN EMPLOYEE:**

If an employee of the organization passes away whether within the employers' premises or outside the organization's premises or while on annual leave and provided that the employee has been in service of Honeyguide for more than one year, then the employer will contribute up to 2,000,000 to cover funeral costs.

### **10.6. SEVERANCE ALLOWANCES:**

In accordance with the Employment and Labour Relation Act CAP 366 R.E 2019, if Honeyguide terminates an employee's contract on fair termination, the organization shall provide each employee with an amount equal to seven (7) day's basic wage for each completed year of continuous service with Honeyguide as severance payment, up to a maximum of ten years. Exceptions on Severance Payment in the organisation

Severance pays shall not be paid if:

- An employee is terminated on grounds of misconduct.
- If an employee is terminated on grounds of capacity compatibility but unreasonably refuses to accept alternative employment with Honeyguide
- If an employee chooses to leave Honeyguide (resigned)
- The organisation and the employee may enter into voluntary agreement to facilitate the payment of severance at any time deemed necessary depending on the operation requirements, cashflow status, type of employment contract (the length of service) or any other circumstances approved by management etc.
- If an employee attains the age of retirement or an employee whose contract of service has expired or ended by reason of time

### **10.7. CLEARANCE AT TERMINATION OF EMPLOYMENT**

All employees whose contract has been terminated in any form, shall present a clearance form before leaving the organization. This form should be endorsed by departmental heads and the supervisor to prove that they have returned equipment or cleared any outstanding with Honeyguide The clearance form (**Appendix 19**) shall be filed in the employee personal file.

# CHAPTER 11

## GRIEVANCES PROCEDURE POLICY



# CHAPTER ELEVEN

## 11. GRIEVANCES PROCEDURE POLICY

### 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 Honeyguide. This policy does not apply in cases of serious misconduct where an employee's action is subject to disciplinary action.

### 11.1. GRIEVANCE PROCEDURE:

A grievance procedure is a means of internal dispute resolution by which an employee may have his or her grievances addressed. Most collective bargaining agreements include procedures for filing and resolving grievances.

The organization should recognize that grievances or problems can occur, real or imagined, and such grievances should be dealt with promptly and should be discussed with the employee's immediate Supervisor or Human Resource Manager of the organization in an attempt to solve such a grievance.

If after this discussion the employee is dissatisfied with any decision, or any matter affecting their conditions of employment and wishes to register a grievance the employee can take the following steps:

- i. Where an employee is dissatisfied with any findings, he should write a letter or fill out the relevant complaints form and direct it through his chain of command. The matter will be dealt with at the appropriate level and department and the employee informed of the outcome.
- ii. Where the employee is still dissatisfied with the findings, they shall submit the grievance to the Chief Executive Officers in writing. The Chief Executive Officer shall deal with the matter, if necessary, by inviting the employee, his Supervisor and Human Resource Manager to discuss the grievance.
- iii. Where the employee is still dissatisfied with the findings, they shall submit the grievance to the Board of Directors in writing. The Board of Directors shall deal with the matter, if necessary, by inviting the employee, his Supervisor and Human Resource Manager to discuss the grievance. The findings of the Board of Directors will be absolute and final in determining the solution to the grievance internally.
- iv. An employee may, however, take further conciliatory measures in accordance with existing Labour laws should they be unsatisfied with the internal efforts to resolve the grievance.

## **11.2. GENERAL PRINCIPLES:**

- i. All employees shall strive to act towards others in a manner that is respectful, understanding, and civil.
- ii. All persons involved in handling grievances, and especially officers to whom the matter is brought for adjudication, shall always exercise care to act in good faith, and be fair, considerate, and truthful, and to consider the interests of the employees concerned and Honeyguide.
- iii. Employees who have acted inappropriately shall be prepared to acknowledge their mistakes and apologize, regardless of their position in the organization; and employees who have been aggrieved shall similarly seek to be generous, spirited and reconcile themselves with their colleague.
- iv. Honest, straightforward dialogue is always preferred over secretive complaining. Aggrieved employees and those advising them should always seek a swift and fair resolution to the problem rather than entertaining or being party to continued secretive discussion.
- v. 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.

## **11.3. GRIEVANCE PROCEDURES:**

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

- i. The employee(s) who is/are aggrieved by another employee shall, wherever possible, seek to solve the problem with the perceived offending party before taking the matter to others.
- ii. The aggrieved employee (s) who is/are unable to resolve the situation after the intervention of the line supervisor and Human Resource Manager, or where the problem involves the direct line supervisor, shall seek the advice of the Human Resource Manager. Except for circumstances where the grievance concerns the Chief Executive Officer, her/his decision to solve the grievance shall be binding on and accepted by the employees concerned.
- iii. Where the grievance is against the Chief Executive Officer, and it cannot be resolved through direct dialogue with her/him, or the intervention of the aggrieved employee's department manager, the aggrieved employee may refer the matter to the Chairperson of the Board of Directors. In such an event the arbitration of the Board of Directors or Chairperson as the case may be binding on and accepted by the employee(s) concerned.
- iv. 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 Chief Executive Officer determines it to be sufficiently serious to warrant such status.

# CHAPTER 12

## HEALTH AND SAFETY POLICY

# CHAPTER TWELVE

## 12. HEALTH AND SAFETY POLICY

### INTRODUCTION:

It is the aim of the organization to ensure the health and safety of the employees by preventing accidents, as well as work-related ill health. The organization will achieve this by providing adequate control of safety and health risks. In all cases, employees should cooperate with their line managers on matters of health and safety and will be expected to observe the following practices:

- The organization takes the issue of health and safety in the workplace seriously and commits itself to providing adequate training to ensure employees are competent in the safe use of the equipment required to perform their jobs.
- Employees will be required to use the appropriate equipment provided to safeguard their health and safety.
- Employees will be required to report any health and safety concerns to the relevant people within the organization.
- Any employee behaving in a negligent manner that may negatively impact on his/ her own or other people's health and safety while on duty will be subjected to disciplinary action and his/her actions will be treated as misconduct.
- The employer will pay the cost of evacuation of an injured employee if the injury occurs while on duty. The medical costs will be covered by the employee's medical insurance provider.
- Employees will be expected to implement emergency procedures in case of fire or other emergencies that may occur in the workplace.

# CHAPTER 13

## ACKNOWLEDGEMENT

### 13. ACKNOWLEDGEMENT

#### EMPLOYEE ACKNOWLEDGEMENT AND CONSENT FORM

I, \_\_\_\_\_, hereby acknowledge that I have received, read, and understood the following policies provided by Honeyguide Foundation:

1. Employment Contract, Recruitment, Selection and Probationary Policy
2. Training and Development Policy
3. Performance Management Policy
4. Conditions for employment at workplace Policy
5. Compensation and Benefits Policy
6. Staff Accommodation, Travel, Meal and Communication Policy
7. Code of Conduct Policy
8. Benefits and Compensations Policy
9. Disciplinary Procedures Policy
10. Termination of Employment Policy
11. Grievance Procedure Policy
12. Health and Safety Policy

By signing this form, I confirm that:

- I have carefully reviewed each policy listed above.
- I understand the contents, requirements, and expectations outlined in each policy.
- I agree to adhere to and always comply with these policies as a condition of my employment with Honeyguide Foundation.
- I understand that violation of any of these policies may result in disciplinary action, up to and including termination of employment.

I acknowledge that it is my responsibility to seek clarification from my supervisor or the Human Resources Manager if I have any questions regarding any of these policies.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

HR Representative/Witness (Optional):

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# CHAPTER 14

## REVISED LIST OF APPENDICES



## **14. REVISED LIST OF APPENDICES:**

- Appendix 1: Contract for unspecified period
- Appendix 2: Contract for specified period
- Appendix 3: Contract for specific task
- Appendix 4: Intern contract
- Appendix 5: Recruitment Authorization Form
- Appendix 6: Personal Particular Form
- Appendix 7: Probation Period Appraisal Form
- Appendix 8: Bursary Agreement
- Appendix 9: Appraisal Form
- Appendix 10: Request to Attend Private matter
- Appendix 11: Leave Application Form – All types
- Appendix 12: Transport, Meals and Accommodations Schedule
- Appendix 13: Counselling Note
- Appendix 14: Verbal Warning
- Appendix 15: Onboarding Checklist
- Appendix 16: Clearance Form
- Appendix 17: Certificate of Service
- Appendix 18: Final Written Warning
- Appendix 19: Clearance Form
- Appendix 25: Employee Exit Checklist

## **AUTHORIZATION**

Board Chair's Signature indicating Board Authorization

Dates at Arusha this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_

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**Gerald Bigurube**

**Chair, Board of Directors, Honeyguide Foundation**