ARDHI UNIVERSITY (ARU)

Human Resource Management Policy
And Operational Procedures

February, 2014
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ABBREVIATIONS AND ACRONYMS

ARU - Ardhi University
DVC-AA - Deputy Vice Chancellor, Academic Affairs
DVC-PFA - Deputy Vice Chancellor, Planning, Finance and Administration
DHRMA - Director of Human Resource Management and Administration
ELRA - Employment and Labour Relations Act
HRM - Human Resource Management
OPP - Operational Policy and Procedures
OPRAS - Open Performance Review and Appraisal System
PMU - Procurement Management Unit
SCOPO - Standing Committee on Parastatal Organizations
ToR - Terms of Reference
UCLAS - University College of Lands and Architectural Studies
UDSM - University of Dar es Salaam
URT - United Republic of Tanzania
UTUMISHI - Central Establishment
VC - Vice Chancellor
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DEFINITION OF TERMS

The terms that have been used in the HRM policy and operational procedures shall be taken to have the following meanings:

“Appointment” includes:

i) Appointment on Permanent and Pensionable Terms of Service;

ii) Appointment on Contract Terms of Service;

iii) Appointment on Temporary Terms of Service;

iv) Part-time appointment;

v) Acting appointment;

vi) Appointment on promotion.

“Appointing authority” means a body or organ or a person empowered by the Ardhi University Charter 2007 to make appointments of staff into ARU service;

“Approved Establishment” means the establishment of posts at ARU for which there is provision in the approved budget for their establishment;

“Chief Executive Officer” means the Vice Chancellor of the University;

“Code of Ethics and Conduct” means the Ethics and Codes of Conduct for Public Service, and includes the Professional Ethics and Code of ethics of Conduct and the Public Service Leadership Ethics and Codes of Conduct;

“Criminal Offence” means an offence chargeable in the Criminal Court as defined under the Criminal Procedures Act, 1985;

“Department” means an identified entity within the organizational structure for management purposes as defined in Rule No. 2 of the First Schedule of the ARU Charter 2007;

“Dependant” means a member of the family of the University employee who is wholly or partially dependent upon the earnings of a University staff;

“Disciplinary Authority” means the Staff Disciplinary Committee established under Rule No. 24 of the First Schedule of the ARU Charter 2007;

“Disciplinary Offence” means any act or omission or misconduct or failure to take reasonable care or failure to meet set targets or to discharge duties in a reasonable or satisfactory manner by
or on the part of a public servant which warrants disciplinary proceedings under the Public Service Regulations 2003 and ARU HRM policy being taken against that public servant, and includes:

i) Contravention of any of the requirements of the Ethics and Codes of Conduct for the Public Service and the Professional Ethics and Codes of Conduct for various services, and in the case of a Public Servant who is a leader, the Public Leadership Code of Ethics Act, 1995;

ii) Any of the offences specified in the First Schedule to the Public Service Regulations.

“Employee” for the purpose of ARU Regulations and HRM policy, means any person who works for ARU in return for wages;

“Employer” means ARU or a person or a participatory organ of ARU in whom/which powers for entering a contract with an employee have been vested to employ in line with the ARU Charter 2007;

“HRM Policy” In the context of this document, policy is defined as a declaration of intent and HRM refers to the activities, policies, beliefs and the general functions that relate ARU to its employees. Human Resource (HR) policies are therefore formalized official guidelines with regard to the manner in which HRM matters should be carried out;

“Interdiction” means a temporary removal of an ARU staff from exercising the duties of his office;

“Leave” shall include, annual leave, maternity leave, paternity leave, sabbatical leave, sick leave, leave pending retirement, leave without pay, convalescent leave and any other leave category;

“Management” mean the Ardhi University officers who have been charged with managerial functions of the University by virtue of their appointments;

“Medical Board” means a Board established under sub-regulation (1) of Regulation 30 of the Public Service Regulations 2003 or as specified in the ARU HRM policy;

“Public Servant” means a person holding or acting in the public service office;

“Public Service” means the system or organization entrusted with the responsibility for overseeing the provision or directly providing the public with what they need from their
government or any other institution on behalf of the government as permissible by relevant laws. This includes the service in the civil service; the teachers' service; the local government service; the health service; the immigration and the fire and rescue service, the executive agencies and the public or national institutions service and the operational service;

“Secondment” means a temporary transfer to another employment or to another position in the public organization having different terminal benefits scheme;

“Suspension” means a temporary removal of an ARU staff from exercising the duties of his office until such time when the results of disciplinary proceedings against him are known;

“Tenure of office” means a specific length period of holding office;

“Transfer” means posting of an ARU staff from one station to another;

“United Republic” means the United Republic of Tanzania
1.0 HRM POLICIES AND OPERATIONAL PROCEDURES

1.1 Background
The Ardhi University (ARU) came into being in 2007 from a history that goes back to 1956 when it was established as a Survey Training Centre under the then Ministry of Lands, Housing and Urban Development. In 1972 the Centre was transformed into Ardhi Institute offering mainly land-based courses. In 1996 the Institute became a constituent college of the University of Dar es Salaam and it was renamed as the University College of Lands and Architectural Studies (UCLAS). In 2007, UCLAS was transformed into Ardhi University, under the Universities Act No. 7 of 2005, and the Ardhi University Charter 2007, signed by His Excellency the President of the United Republic of Tanzania on 28th March 2007.

In 2005, UCLAS developed a HRM Policy and Operational Procedures, which was not fully implemented because it was not comprehensive enough to address both internal and external challenges besetting the college then. Human resource management at UCLAS was thus guided by the “Human Resource Management Policy and Operational Procedures of the University of Dar es Salaam” of September, 2003 until March, 2007. Thereafter, the management of human resource at ARU has been guided by the Ardhi University Charter, 2007.

As a new University, ARU is undergoing institutional transformation process. The ARU transformation process is designed to build ARU’s institutional capacity to enable it to move smoothly towards becoming a centre of excellence in Land Development Management, Environmental Management and Human Settlements Development.

The vision of the University is to be:

“A centre of excellence in seeking knowledge and disseminating it to a wide spectrum of beneficiaries at national, regional and global levels”; and, in line with this vision, the mission of the Ardhi University is to:

“Provide integrated teaching, research and public services that are geared towards achieving sustainable socio-economic development of Tanzania and the World at large”.

To address the University’s vision, ARU’s Three – Year Medium Term Rolling Strategic Plan (MTRSP) 2009/10-2011/12 has been developed to operationalise the ARU Corporate Plan 2009/10-2018/19; which, accordingly, aims at achieving:

i) Enhanced Teaching and Learning.
ii) Enhanced Integrated Innovation, Research and Dissemination.
iii) Improved Consultancy and Public Service; and
iv) Expanded and Rationalized University Capacity Building.

The ARU Rolling Strategic Plan is therefore designed to enhance the University’s capacity in carrying out its core mission. The highlights of the Rolling Strategic Plan in terms of the University Capacity include the need to:
i) Articulate clearly the desired ARU mission and goals that should guide planning and decision making in the short-term as well as in the medium-term.

ii) Address the problem of low staff motivation and high turnover among the administrative and technical staff members.

iii) Review the incentive scheme for ARU.

iv) Review and implement the ARU HRM Policy.

v) Review the performance appraisal procedures and criteria for technical and administrative staff.

vi) Devise and implement self appraisal protocols for academic and administrative staff.

vii) Improve the retirement benefits.

viii) Improve the coordination of different activities performed by various organs of ARU.

ix) Assist ARU in implementing the remaining aspects of its Medium Term Rolling Strategic Plan for the period 2009/10-2011/12.

x) Enhance ARU’s ability to respond effectively to its local and external environment.

xi) Optimise the use of existing physical and human resources.

xii) Build effective networks and partnerships so as to enable ARU to keep abreast of new developments and exploit available opportunities for growth and expansion of its programmes.

1.2 Objective of the ARU HRM Policy

Following its birth in March, 2007 Ardhi University found itself without a comprehensive Human Resource Management Policy and Remuneration and Incentive Packages. The UCLAS Policy and Operational Procedures on Human Resource Management 2005 needed a major review to make it comprehensive. Therefore, the objective of this policy document is to ensure that ARU has a Human Resource Management Policy and Operational Procedures document that befits its status while taking on board the best practices in the management of human resource; the starting point being the review of the UCLAS 2005 HRM policy.

This Human Resource policy and operational procedures is based on the comprehensive HRM functions. The specific Human Resource policy and operational procedures for each function is presented in the ensuing section.

1.3 Basis of the HRM Policy and Operational Procedures

The basis of the Ardhi University HRM Policy and Operational Procedures is as addressed in Chapter Two of this document where policy issues, statements and procedures have been set out for each of the following human resource management functions: human resource planning; staff recruitment; induction and orientation; deployment; training and development; performance review and appraisal; motivation; remuneration; health and safety; and labour relations. For each function, a situation analysis has been presented, issues identified, corresponding policy statements proposed and operational procedures suggested.
1.4 **Structure of the HRM Policy Document**

This document on HRM Policy and Operational Procedures consists of three chapters. Chapter One provides background information on the coming into being of the Ardhi University and the need to review the 2005 UCLAS HRM Policy and Operational Procedures. In addition, it defines the basic HRM functions and outlines the basis for the HRM Policy Issues.

Chapter Two presents the HRM policy issues, statements, and operational procedures. In addition, it spells out guidelines on maintaining disciplined behaviour of ARU employees; provides policy guidelines for instituting disciplined behaviour and accountability to the appointing authority as well as grievance procedures; offences warranting formal proceedings; disciplinary cases likely to lead to termination; appeals and implementation framework of this HRM policy.

Chapter Three provides contract terms and conditions of service of employment for the various staff categories. Three categories of contracts are identified and attached to this document as Annexes 3.1, 3.2 and 3.3. They are:

i) Annex 3.1: Contract Terms of Service for Academic Staff;

ii) Annex 3.2: Contract Terms of Service for the Management and Senior Administrative Staff; and

iii) Annex 3.3: Contract Terms of Service for Administrative and Technical Staff.

In this document therefore reference has been made to Government documents governing public service, including but not limited to: Standing Orders for the Public Service, 2009; Public Service Regulations, 2003 as well as the Employment and Labour Relations Act, 2004 and other ARU policy documents and reports akin to the ARU HRM Policy and Operational Procedures.
2.0 HRM POLICY AND OPERATIONAL PROCEDURES

2.1 Policy Issues, Statements and Operational Procedures

2.1.1 Human Resource Planning

Human resource planning is a process by which an organisation ensures that it has the right number and kinds of employees capable of effectively and efficiently completing tasks that directly support the organisation’s mission and strategic goals. Thus, the planning of ARU Human Resource needs to be guided by ARU’s Vision and Mission.

2.1.1.1 Policy Issues

i) The current practice on employment equity and elimination of discrimination needs to be emphasized;

ii) There is no computerized Human Resource Information System;

iii) Ardhi University has not been conducting job evaluation for its staff;

iv) Currently there is no viable succession plan that guarantees smooth continuity of desirable performance levels throughout the life of ARU;

v) There are intra-organizational movements of staff through transfers, job re-categorizations and promotions causing staffing imbalance;

vi) Inadequate motivation has caused poor career development programmes and unsatisfactory job performances.

2.1.1.2 Policy Statements

ARU shall:

i) Ensure equal opportunity in employment and hence its HRM policy shall strive to eliminate discrimination;

ii) Ensure establishment and maintenance of an up-to-date and computerized Human Resource Information System that shall facilitate human resource management decision-making;

iii) Establish and regularly review standard measures of workload for various categories of ARU staff and use these to guide recruitment and compensation and work out optimal staff to student ratio;

iv) Ensure preparation and implementation of viable succession plans that guarantee smooth continuity of desirable performance levels at ARU.

v) Ensure focused career path in human resource deployment using intra-organizational movement of staff through transfers, job re-categorizations, promotions/demotions as well as the inflow of recruits and exit of retirees;

vi) Enhance career development programmes for all cadres at ARU in order to promote motivation, job satisfaction and quality of work.

2.1.1.3 Operational Procedures

The DHRMA through the DVC-PFA shall co-ordinate the establishment of a Human Resource Information System that will facilitate:
i) Establishment of specified ways of determining inflow and exit of human resource in order to maintain an optimal balance of the required number of staff;
ii) Training and deployment of human resource for operating and maintaining Human Resource Information Management System;
iii) Development and maintenance of relevant ratios and/or indicators to ensure that appropriate human resource mixes are achieved by the University;
iv) Carrying out performance appraisal using e.g. OPRAS for effecting rewards in promotions, transfers, job re-categorisation, and demotions;
v) Drawing up a career path that allows inter-ladder mobility within each cadre.

2.1.2 Recruitment
Recruitment aims at encouraging applicants who have skills, qualifications, experience and attitudes necessary to meet specific job requirements to apply for employment. ARU needs to become a desired workplace so that it may attract and retain suitable and qualified persons.

2.1.2.1 Policy Issues
i) Some professions have either few specialists or the specialists lack adequate experience to perform effectively in their career;
ii) The number of female employees being 30% of the total number of ARU’s workforce is quite low.
iii) Some members of Administrative and Technical Staff are not comfortable with the operationalisation of the current Schemes of Services.

2.1.2.2 Policy statements
Recruitment into ARU service shall provide guidelines for filling vacant positions from within and outside the organization. In this context:

i) The University shall set out a strategy to ensure that vacant positions are advertised and recruitment is effected on time, guided by the provisions of the relevant legislations and bylaws as regards procedures for filling up such positions;
ii) the Ardhi University may:
   • Recommend a retiree for further engagement beyond the compulsory retirement age depending on ARU’s needs, the retiree’s health and willingness to serve, and the Government’s approval;
   • Engage expatriates in specialized fields with no local expertise in accordance with the operating national laws and ARU’s ability to remunerate;
iii) Recruitment at the University shall follow the principle of gender equality as provided for in the ARU Charter 2007, Rule 60 (1).
iv) The University shall put in place attractive schemes of service that are easy to understand, implement and provide career development.
2.1.2.3 **Operational Procedures**
The office of the DVC-PFA shall:

i) Ensure that all units at ARU maintain an approved establishment, which shall be the basis for staff recruitment;

ii) Ensure that job advertisements are prepared timely, and recruitment process is carried out within the period specified by **UTUMISHI**;

iii) Ensure that employment of professional retirees and expatriates is done where there is no suitably qualified staff to perform such jobs;

iv) Observe recruitment procedure and guidelines as provided by the Government from time to time;

v) Ensure periodic review of the Schemes of Service for ARU staff.

2.1.3 **Orientation and Induction**
An employee taking up any position at ARU whether by way of appointment, promotion, secondment or transfer should undergo orientation and induction to enable him or her to effectively integrate into the University system.

2.1.3.1 **Policy Issue**
Currently orientation and induction for staff taking up new positions is not well streamlined.

2.1.3.2 **Policy Statement**
A person recruited, promoted or seconded to ARU shall undergo orientation and induction upon taking up a new position.

2.1.3.3 **Operational Procedures**
In carrying out orientation or induction, the procedures to be coordinated by the Directorate of HRMA shall include:

i) Providing basic information packages on the University including, Schemes of Service, Ethics and Codes of Conduct, Terms and Conditions of Service, and any other documents relevant to one’s new working environment;

ii) Having in place a plan or a programme of measurable assignments to be accomplished during the probationary period;

iii) Placement of staff to an appropriate office;

iv) Identification and assignment of responsibilities to officers who will take charge of inducting employees and participating in performance evaluation of the new employee prior to confirmation.

2.1.4 **Staff Deployment**
The main objective of staff deployment at ARU is to ensure optimal placement and effective utilization of the human resource. ARU should aim at realising such achievements.
2.1.4.1 Policy Issues
i) There are no streamlined guidelines for staff pairing jobs.
ii) There is inadequacy of qualified and experienced human resource in certain cadres of the University.
iii) Some employees are overworked while others are not adequately utilized.

2.1.4.2 Policy statements
ARU shall ensure that:
i) Academic staff who is appointed to management positions performs effectively and efficiently in both job categories.
ii) Job pairing shall be restricted to staff whose performance evaluations are satisfactory in both positions;
iii) Administrative and technical staff who retire may be recommended for re-engagement on contract terms and conditions of service;
iv) Periodic workload studies are undertaken to ensure effective utilization of all staff; and
v) Deployment shall not be used as a way of transferring incompetent or in disciplined staff from one workstation to another; otherwise disciplinary procedures shall be followed.

2.1.4.3 Operational Procedures
Human Resource plans of the University shall be used to guide staff deployment.

2.1.5 Staff Training and Development
Staff training is designed to enhance and refine the knowledge, skills, attitudes, competencies and experiences of employees in order to become more effective at work. Staff development on the other hand, aims at preparing an individual for higher and challenging jobs focusing on an employee’s career development. ARU needs to support and be committed to the promotion and encouragement of staff training and development in line with the existing staff training and development policy.

2.1.5.1 Policy Issues
The training and staff development plan is not well implemented.

2.1.5.2 Policy statements
ARU shall:
i) Foster a culture of continuously improving staff knowledge, experience, skills, and attitudes among its staff to meet the changing demands of their jobs;
ii) Conduct annual training needs assessment for all cadres as a basis for the design and annual updating of and implementing training and development programmes;
iii) Evaluate training and development programmes in order to ensure that performance deficiencies on which the training and development programmes were based have been overcome; and
iv) Solicit funds from various local and external sources in order to ensure sustainability of training and development.
2.1.5.3 Operational Procedures

The DHRMA shall:

i) Co-ordinate periodic preparation, updating, implementation and evaluation of training and development programmes;

ii) Develop criteria for selection of trainees, trainers and mode of conducting training;

iii) Prepare and periodically update a comprehensive policy of staff training and development.

iv) Prepare budget estimates and administer funds set aside for staff training and development; and

v) Ensure that all staff members are aware of the training and development programmes.

2.1.6 Staff Motivation

Motivation is a process of boosting the morale of employees to encourage them to willingly do their best in accomplishing assigned tasks. Motivation instils and maintains goal oriented behaviour among its staff. Motivation to employees creates and stimulates commitment and interest in their work. It is therefore a key to achieving ARU’s vision and mission.

2.1.6.1 Policy Issue

The University does not have a well articulated policy for rewarding outstanding performance and innovations; and recognizing and rewarding long serving staff members.

2.1.6.2 Policy statement

ARU shall establish an incentive and remuneration package scheme that shall ensure acknowledgement and rewarding for exemplary staff performance, while underperformance is dealt with; and long serving staff members are rewarded accordingly.

2.1.6.3 Operational Procedures

ARU shall:

i) Create an enabling working environment, develop and implement a comprehensive and attractive performance-based incentive scheme;

ii) Continuously review employees’ performance and express satisfaction or dissatisfaction through a variety of motivational measures;

iii) Continuously look for innovative ways of motivating employees at all levels; and

iv) Identify long serving staff members, and recognize and reward them gradually.

2.1.7 Staff Remuneration

Remuneration is a process of determining and paying a fair and adequate salary and other benefits to employees in accordance with established principles governing HRM in a free market economy in-return for work well done. In order to appropriately acknowledge and
appreciate work well done by its employees, ARU needs to put in place a comprehensive and attractive remuneration package.

2.1.7.1 Policy Issues

i) Remuneration packages for the ARU staff are neither adequate nor competitive; and

ii) Retirement benefits for permanent and pensionable staff are inadequate.

2.1.7.2 Policy statements

ARU shall:

i) Work closely with the Government to provide adequate remuneration benefits and other performance-based incentives for its staff considering factors such as qualifications, experience, responsibilities, risks, job impact and working environment;

ii) Ensure that the remuneration packages at ARU are and remain competitive with those of similar institutions;

iii) Establish guidelines for periodic revision of pay packages in order to ensure fair and adequate remuneration at all times; and

iv) Work closely with the Government towards improvement of retirement benefits for permanent and pensionable staff.

2.1.7.3 Operational Procedures

ARU shall:

i) Form a broad based committee to prepare and update a framework for adequate compensation of ARU staff; and

ii) Consider and provide protection to ARU staff against contingencies including illness, accidents, disability and loss of income through a comprehensive insurance scheme.

2.1.8 Staff Performance Appraisal

Staff performance appraisal provides an opportunity for the University to assess the performance of its human resource. The output from this exercise is the information on staff performance and ability, from which important HRM decisions can be taken. It is also expected to provide feedback to the staff for purposes of enhancement of one’s performance. To undertake staff performance appraisal fairly and efficiently, ARU needs to introduce the Open Performance Review and Appraisal System (OPRAS) in line with its schemes of service.

2.1.8.1 Policy Issues

i) ARU does not have an Open Performance Review and Appraisal System (OPRAS) for staff performance appraisal;

ii) Staff categories do not have comprehensive job descriptions;

iii) Staff pairing jobs are assessed only in one job category leaving out the paired job; and

iv) Academic staff members are assessed using the Guidelines and Procedures for the Assessment of Academic Staff.
2.1.8.2 Policy statements
ARU shall:
   i) Introduce and use Open Performance Review and Appraisal System (OPRAS) for all staff;
   ii) Put in place a clear and comprehensive job description for every individual staff member;
   iii) Conduct appraisal seminars for ARU management and the staff before undertaking an appraisal exercise;
   iv) Ensure that for officers who pair jobs, each component of the paired jobs is appraised separately; and
   v) Develop instruments for evaluating performance of different staff categories based on clear job descriptions and Terms and Conditions of Service.

2.1.8.3 Operational Procedure
   i) Every employee shall fill an OPRAS form and enter a performance contract with ARU by setting performance targets which shall be evaluated annually through performance appraisals.
   ii) The DHRMA shall coordinate the annual staff performance appraisal exercises in the University.

2.1.9 Health and Safety
Health is the physical, mental and social well being of an individual. An employee's health can be adversely affected by disease, accidents, stress, strain and mental burnout arising from unfavourable work environment. Safety refers to characteristics of the work environment with respect to the hazards and risk potentials at work. ARU needs to implement and enforce industrial legislations on health and safety as may be promulgated from time to time, by relevant Government circulars, directives and International Labour Organization Conventions.

2.1.9.1 Policy Issues
   i) ARU is yet to completely establish a safe working environment that is free from hazards and risks to human beings, especially to persons with disabilities;
   ii) Disaster management awareness among ARU staff is inadequate;
   iii) ARU does not have in place enough recreational and counselling facilities; and
   iv) Some staffs do not take annual leave.

2.1.9.2 Policy statements
ARU shall:
   i) Establish and maintain a working environment that is safe and peaceful, without hazards and risks to the health and well-being of its employees, clients and neighbours in line with the national labour legislations and any other applicable policies;
   ii) Prepare and implement guidelines which shall inculcate the culture of being aware of disasters and disaster preparedness, to its staff;
iii) Endeavour to provide staff welfare services including sufficient recreational and counselling facilities as means of minimizing stress, strain and other potential mental aberrations; and
iv) Encourage, facilitate and make it mandatory for its staff to take annual leave.

2.1.9.3 Operational Procedures
ARU shall prepare and institute procedures on health and safety matters by:

i) Conducting regular monitoring of its employees’ health;
ii) Providing special health and safety educational programmes and information;
iii) Providing proper first-aid facilities at the work place;
iv) Providing counselling services to employees with social, economic, psychological, physical, mental or professional problems;
v) Encouraging compliance to safety regulations such as provision of protective gear and safety equipment; and
vi) Developing a system of evaluating regularly the effectiveness of health and safety measures which are in place.

2.1.10 Labour Relations
Labour relations refer to contacts at the work place between the workers and the management. In order for any organization to effectively realize its objectives, workers and the management have to reach a mutual agreement in relation to the terms and conditions of service, obligations of each party and mode of representation through free trade unionism. ARU needs to create a conducive and enabling environment to facilitate freedom of association and existence of good labour relations.

2.1.10.1 Policy Issues
ARU does not have in place a comprehensive internal policy on industrial relations.

2.1.10.2 Policy statements
ARU shall:

i) Ensure that activities of recognized labour union leaders and staff associations at ARU do not interfere with or disrupt the performance of normal day to day duties of the said leaders as employees of the University;
ii) Provide avenue for Trade Unions and staff associations to function smoothly;
iii) Observe and manage a fair, transparent and objective system of organizational justice as guided by relevant internal policies, practices and labour legislations; and
iv) Resolve industrial disputes through recognized and lawful channels including mediation and arbitration by statutory organs where necessary.

2.1.10.3 Operational Procedures
ARU shall:
i) through the recognized trade union make clear to the workers, conditions to be met before industrial action can be taken;
ii) provide an environment for the maintenance of good staff - labour relations;
iii) make reasonable provisions for the leadership of trade unions and staff assemblies to be informed of major University policy changes; and
iv) Involve other University organs.

2.2 **Maintenance of Disciplined Behaviour of Staff at ARU**

2.2.1 **Overview**
In order for an organization to function effectively and in harmony, there has to be in place rules and modes of conduct that have to be observed by all employees. The rules and modes of conduct reflect the desired culture and determine permissible behaviour for all the employees in the organization.

ARU staffs are expected to carry out their work with minimum intervention from the management. However, the management sets out a code of procedures to handle unforeseen behaviour by would be errant staff and so promote disciplined behaviour among all employees.

2.2.2 **Policy Issues**
Some ARU staff may commit disciplinary offences that warrant disciplinary proceedings.

2.2.3 **Policy Statements**
ARU shall:
   i) Institute disciplinary action against defaulting staff in compliance with the ARU Charter 2007, Public Service Regulations and the national labour legislation as well as ARU terms and conditions of service; and
   ii) Enforce self-discipline and ethical behaviour among its employees in the execution of their respective duties and in their general conduct within and outside the University premises.

2.2.4 **Operational Procedures**
Disciplined behaviour among ARU employees shall be enforced through the disciplinary procedures as outlined in this policy and other ARU policies as well as the ARU Charter 2007, Public Service Regulations 2003 and the Employment and Labour Relations Act 2004 and any other written laws of the United Republic of Tanzania.

These procedures shall not override rules and regulations that are provided for under any statutory provisions. They are a guide to the disciplinary authority in being fair and transparent. These are embedded in the following principles:

i) **Clarity.**
The disciplinary offences must be clear and ascertainable.

ii) **Certainty**
The acts that constitute any disciplinary offence must be listed with certainty as it is important for both the members of staff and the disciplinary authority to have certainty on which acts or omissions by members of staff are culpable.
iii) **Conformity with Basic Principles of Justice**
Disciplinary offences are based on breaching Terms and Conditions of Service. Hence, basic principles in constituting an offence, in particular the intention to flout a rule must be adhered to. The acts or omissions that constitute disciplinary offences must describe the specific element that indicates the intention to flout the Public Service Regulations 2003 and/or Employment and Labour Relations Act 2004.

iv) **Distinctiveness**
(a) Disciplinary offences are of different types and may require different levels of authority in their handling. The objective is to ensure that infringements are efficiently noticeable, particularized and brought to the attention of the person chargeable for the purposes of initiating appropriate disciplinary procedures. The ARU Charter 2007 (clause 24 and 27) and the Public Service Regulations 2003 (section 41-49) provide procedures for disciplinary proceedings.

(b) The DHRMA, guided by the relevant laws and regulations, shall prepare the detailed code of ethics/conduct, disciplinary code, the mode of instituting and conducting disciplinary proceedings, the punishments thereof and the rights of appeal.

**Explanatory Notes on the Elements of Offences**
For the purpose of drawing charges in respect of the offence of being late or absent from duty, the elements of the offence can be any of the following:

i) Reporting late for work without good reasons;

ii) Extending official breaks during working hours without good reason;

iii) Absence from work for several hours without notification to one’s immediate supervisor;

iv) Unauthorized absence from work;

v) Unauthorized absence from lectures, tutorials, laboratory and studio sessions, examinations, meetings or any other assigned responsibilities;

vi) Abscondment from work; or

vii) Unauthorized travel from one’s workstation.

2.3 **Grievance Procedures**
ARU employees have the right and responsibility of bringing their grievances to the attention of the concerned officer and where immediate redress is not made, they can lodge a formal grievance subject to noting the provisions summarized in the Public Service Regulations, First Schedule Part B Regulation 43.

2.3.1 **Summary Proceedings**
Annex 2.1 spells out offences warranting summary proceedings in line with the Public Service Regulation 43.
2.3.2 Disciplinary Procedures
The Disciplinary Procedures outlined herein conform to the provisions of the Public Service Regulations 2003, the applicable national labour legislations and the Ardhi University Charter 2007.

2.4 Offences Warranting Formal Proceedings
The following offences shall warrant formal proceedings as listed in the first schedule, Part A of the Public Service Regulations, 2003.

i) Damage or misuse of University resource.\(^1\)

ii) Abuse of sick leave\(^2\).

iii) Poor work performance\(^3\).

iv) Insulting a fellow staff\(^4\).

v) Disorderly conduct\(^5\).

vi) Intimidating\(^6\).

vii) Doing private business or work during working hours\(^7\).

viii) Insubordination\(^8\).

ix) Falsification of official documents.

x) Making a false claim, whether by submission of false records or returns or by making a false statement against another ARU staff.

xi) Dishonesty or attempted act of dishonesty\(^9\).

xii) Threatening violence.

xiii) Sexual harassment.

xiv) Discrimination.

---

1 The elements of the offences can be any of the following:
   (a) malicious damage to University property;
   (b) misuse of University property and facilities;
   (c) negligent loss of University property; and
   (d) unauthorized use of University staff on non-University jobs or activities.

2 Abuse of sick leave shall be deemed to have occurred where any staff engages in non-University productive work.

3 The elements of the offence include:
   (a) negligence in performance of a task or duty; and
   (b) failure to carry out work to the required standards without reasonable cause.

4 The offence will be constituted where there is use of abusive language; the uttering of any words or the publication of any writing expressing or showing hatred, ridicule or contempt for any person or group of persons.

5 The offence shall arise where a staff engages in acts or omissions regarded to be against the expected code of ethics and conduct as specified in the Public Service Regulations 2003 or other Regulations of the University.

6 This shall occur where any staff intimidates another staff or by any threats prevents or obstructs another staff from performing duties against his or by any threats prevents or obstructs another staff from performing duties against his or her will.

7 This shall occur when any staff devotes time to do private business or work of his/her own or for another person whether or not it is for gain.

8 Means insolence towards a superior by a junior staff.

9 The offence shall be constituted by any action or omission by any staff that facilitates or may facilitate the staff or another person to steal; or where any staff influences or attempts to influence any member of the public or a student to receive or give a bribe or perform any act of corruption.
2.5 **Disciplinary Cases Likely to Lead to Termination**

i) Authority for termination shall be in line with the provisions of the Ardhi University Charter, 2007 (Rule 24 and 27 of the First Schedule) and the Public Service Regulations, 2003 (sections 41-49).

ii) Provisions for termination of employment at ARU will be guided by the relevant national labour legislations.

2.6 **Procedures in Formal Proceedings before the Staff Disciplinary Committee**

Formal proceedings for a disciplinary offence shall be instituted against an employee who has been served with a charge or charges stating the nature of the offence, which he is alleged to have committed.

An employee charged with an offence shall be allowed to make personal presentation and/or defence before the Committee if he/she so wishes.

iii) The only representation that shall be allowed for an employee charged with an offense before an internal disciplinary or related meeting shall be that of the employee’s representative body within the University. Outside representation will not be acceptable at this stage.

iv) All possible witnesses may be called to verify relevant issues. Such witnesses will not form part of the Disciplinary Committee's decision-making machinery.

v) The final decision of the staff disciplinary committee shall reflect the agreed commitment of both management and employees' representatives and the immediate Supervisor/Head of Department, wherever possible.

2.7 **Matters Related to Appeals**

An employee who has been subjected to disciplinary action and feels that he has been unfairly treated may make an appeal in writing to the Chairman of the Staff Disciplinary Appeals Committee with a copy to the Vice Chancellor.

*Appeals committee*

A Staff Disciplinary Appeals Committee shall be established as per Rules 25 and 26 of the First Schedule of the ARU Charter 2007 to deal with appeals of the academic, administrative and technical staff. The appeals procedure shall be as detailed hereinafter:

2.7.1 **Time for Appeal**

i) Where an employee at ARU desires to appeal against any decision under Rule 25(6) of the First Schedule of the ARU Charter 2007 or under Regulation 60 of the Public Service Regulations, 2003, he shall, within forty five days of the receipt of the decision, appeal to the Appeals Committee in writing with copies to the disciplinary authority that made the decision.

ii) Where the Appeals Committee is not satisfied that the Disciplinary Committee is in possession of a copy of the appeal, the Appeals Committee shall avail a copy to the Disciplinary Committee.

iii) Upon receipt of a copy of the appeal, whether from ARU employee or from the Appeals Committee, the Disciplinary Committee shall within fourteen days of the receipt, submit to the Appeals Committee its representations in writing with a copy of the concerned employee.
(iv) The Appeals Committee may accept an appeal made by the ARU employee out of time where it is satisfied that special circumstances precluded the submission of the appeal within the prescribed time.

2.7.2 **Procedure for Appeals**

Procedures for Appeals shall be as stipulated in Part VI Sections 60-64 of the Public Service Regulations, 2003.

2.8. **Implementation Framework**

2.8.1 **Guiding Strategy**

The main guiding strategy for implementing this HRM policy shall be to redress the negative features of the existing HRM functions, consolidate and improve the present strengths.

2.8.2 **Timeframe of Implementation**

ARU shall implement the HRM Policy immediately after the Council has approved it, and it may be reviewed after every three years, as the DVC-PFA shall direct.

2.8.3 **Monitoring and Evaluation**

The evaluation of the implementation of Human Resource Management Policy is an important goal of performance monitoring. The evaluation is also necessary in order to identify areas that need adjustments or amendments as deemed necessary. Evaluation of the policy implementation shall be carried out twice in a year; that is, after every six months.

The management shall monitor and evaluate the implementation of various aspects of the Human Resource Management. The monitoring of the implementation of the Human Resource Management Policy shall be done by various Management and Council meetings.
3.0 CONTRACT TERMS AND CONDITIONS OF SERVICE FOR ARU STAFF OF DIFFERENT EMPLOYMENT CATEGORIES

3.1 Overview

In an employment environment, the relationship between the employer and the employee has to be formal so that there is a proper reference in the case of a dispute over performance, rights and obligations of either party. It is therefore important that the relationship between the employer and employees is put into formal contracts of engagement stipulating the terms and conditions of service as well as job description for all staff categories. The types of employment contracts that can be chosen by the employer are:

3.1.1 Oral contracts

These are contracts of service, which are not required to be made in writing. Oral contracts are of short life span, for example daily contracts, weekly contracts, monthly contracts and those that are for specific tasks.

3.1.2 Written contracts

The Employment and Labour Relations Act, 2004 stipulates that a contract with an employee has to be either of the following types:

i) A contract for an unspecified period of time;
ii) A contract for a specified period of time for professionals and managerial cadre.
iii) A contract for a specific task.

As written contracts are binding legal documents, it becomes necessary that all the intended rights and obligations are clearly stated in the contract. Section 15(6) of the ELRA provides that if in any proceedings an employer fails to produce a written contract, the burden of proving or disapproving an alleged term of employment shall be on the employer.

The drafting of contracts of employment shall reflect the needs of the employer, the schemes of service in which the employee is engaged and other aspects as briefly outlined in the following sections. There shall be three different types of contracts for employment of ARU staff; that is, for Academic staff, for Administrative staff and for Technical Staff as provided for in Rules 22 and 23 of the first schedule of the ARU Charter 2007. The three types of contracts are appended to this document as Annexes 3.1, 3.2 and 3.3.

3.2 Terms and Conditions

3.2.1 Benefits

Table 3.1 lists the different types of benefits that may be enjoyed by ARU staff at different times. A number of the non-statutory benefits such as sabbatical leave shall be provided for subject to meeting specified performance achievements by the technical and senior administrative staff.
Table 3.1  Proposed benefits for ARU Staff of different Employment Categories

<table>
<thead>
<tr>
<th>S/No</th>
<th>Benefits</th>
<th>Academic Staff</th>
<th>*Senior Admin. Staff</th>
<th>Admin Staff</th>
<th>Technical Service Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Passages on Appointment</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>2.</td>
<td>Transport &amp; Travelling Allowance</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>3.</td>
<td>Passages at end of Contract</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>4.</td>
<td>Responsibility Allowance</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>5.</td>
<td>Remuneration for work outside ToR</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>6.</td>
<td>Settling-in Allowance (Installation allowance)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>7.</td>
<td>Protective Gear for specified works</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>8.</td>
<td>Baggage Allowance</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>9.</td>
<td>Housing</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>10.</td>
<td>University Tuition Fees Exemption for children/spouse at ARU</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>11.</td>
<td>Gratuity</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>12.</td>
<td>Car Loan Guarantee</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>13.</td>
<td>Transport Assistance</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>14.</td>
<td>Other Loans</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>15.</td>
<td>Sick Leave</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>16.</td>
<td>Maternity Leave/Paternity Leave</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>17.</td>
<td>Compassionate Leave</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>18.</td>
<td>Sabbatical Leave</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>19.</td>
<td>Study Leave</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>20.</td>
<td>Special Leave</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>21.</td>
<td>Contact Leave</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>22.</td>
<td>Assistance on Death of Member or Dependant</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>23.</td>
<td>Medical Scheme</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>24.</td>
<td>Rewards to long service staff</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>

*Senior Administrative staff shall be as defined by Sections 34-42 of the Universities Act 2005 and Section 4-10 of the ARU Charter 2007.*
4.0  BIBLIOGRAPHY


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## ANNEX 2.1 OFFENCES WARRANTING SUMMARY PROCEEDINGS

### Offences Warranting Summary Proceedings (Public Service Regulation 43)

<table>
<thead>
<tr>
<th>S/N</th>
<th>NATURE OF OFFENCE</th>
<th>PERMISSIBLE PENALTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1&lt;sup&gt;st&lt;/sup&gt; offence</td>
</tr>
<tr>
<td>1.</td>
<td>Being late for duty without leave or reasonable cause. Late attendance being recorded from one hour after official commencing time for three days consecutively.</td>
<td>Written warning</td>
</tr>
<tr>
<td>2.</td>
<td>Absence from work place during working hours without leave or permission. Actual time of absence recorded.</td>
<td>Written warning</td>
</tr>
<tr>
<td>3.</td>
<td>Absence from duty without leave. Two days of absence being counted as separate breaches.</td>
<td>Written warning</td>
</tr>
<tr>
<td>4.</td>
<td>Failure to complete a task. Reckoned relatively on the time or cost for making good the harm occasioned thereby.</td>
<td>Written warning</td>
</tr>
<tr>
<td>5.</td>
<td>Negligence in the performance of duties but not endangering the safety of persons or property. Reckoned relatively on the time or cost for making good the harm occasioned thereby.</td>
<td>Written warning</td>
</tr>
<tr>
<td>6.</td>
<td>Failure to comply with instructions not amounting to insubordination. Reckoned relatively on the time or cost for making good the harm occasioned thereby.</td>
<td>Written warning</td>
</tr>
</tbody>
</table>

A typical grievance procedure shall involve the following six stages:

i) An aggrieved employee discusses his/her complaint with his/her supervisor. The complaint may be resolved at this stage. But if it is not resolved, move to stage ii);

ii) The employee acting alone or with the assistance of a trade union official formally files the complaint in writing to the employee’s immediate supervisor. If the grievance is not resolved, move to stage iii);
iii) The aggrieved employee by using trade union representative or union grievance machinery may forward the grievance to his/her supervisor's superior, and demand a written response within a specified period. If the grievance is not resolved, move to stage (iv);

iv) The employee asks his/her union leadership to forward the complaint through relevant channels up to the relevant University Appointments Committee. If the grievance is still unresolved at this stage and it has failed at the University level;

v) The two parties to the grievance must seek the help of an independent arbitrator. The arbitrator reaches an independent decision and hands it to the parties. Any party that is not happy with the decision is free to appeal;

vi) Either party to the grievance shall be free to appeal against the decision reached in (v) above. The detailed procedures for appeal are provided in Section 2.7 of this document.
ANNEX 3.1 CONTRACT TERMS OF SERVICE FOR ACADEMIC STAFF

AN AGREEMENT made on the ……day of ……………20…..between the ARDHI UNIVERSITY (ARU) of P.O. Box 35176 Dar es Salaam (hereinafter referred to as the “Employer”) of the one part,

AND

………………………………………….. (Hereinafter referred to as the “Staff member”) of the other part.

1. Definitions and Interpretation
   (i) Definitions
   In this document the terms:
   “Academic Staff” means an individual engaged to perform teaching, research, library duties and other academically related duties, and in particular, persons on the staff of the Ardhi University who hold the positions of Professor, Research Professor, Professor Emeritus, Associate Professor, Associate Research Professor, Senior Lecturer, Lecturer, Assistant Lecturer, Tutorial Assistant, Senior Research Fellows, Research Fellow, Assistant Research Fellow, and Library Academic Staff responsible for training in all teaching, research and public service at ARU.
   “Contract term” means a contract for:
   a) An unspecified period of time (permanent and pensionable);
   b) A specified period of time; or
   c) A specific task

   In accordance with section 14 of the Employment and Labour Relations Act No. 6 of 2004. The contract term is terminable upon the expiry of the contract period unless extended at the option of the Employer.

   “Permanent and pensionable terms” means a long-term contract of employment of an academic staff subject to termination of the contract upon retirement in accordance with the laws of the United Republic.
   “Sabbatical Leave” means a leave that allows a staff member to break from the regular academic and administrative activities so that the staff member can search for new ideas or undertake a research.
   “University” means the Ardhi University established under section 3 of the Ardhi University Charter 2007, and the term University shall be used interchangeably with the term “Employer”.
   “University Council” means the Council of the Ardhi University established under Section No.18 of the Ardhi University Charter, 2007.

   (ii) Interpretation
   The interpretation of the contents of this document shall rest with the Vice Chancellor subject to the right of appeal to the Appointments and Human Resources Management Committee (i.e. the Appointments Committee), and thereafter to the Council whose decision shall be final.
2. **Basic Undertakings by Staff Member**

The Staff member being desirous to accept the offer of employment by the Employer declares, that:

(i) She/he has willingly exercised her/his freedom to accept the offer of employment by the Employer;

(ii) She/he is unreservedly committed to perform academic duties in the service of the Employer faithfully and diligently;

(iii) She/he shall be loyal to the Employer at all times during the duration of this contract;

3. **Offer of Appointment**

3.1 The staff member has been offered and has agreed to take up appointment as ……………………………… on permanent and pensionable terms for a period of ………………. years on contract terms of service from the……………. day of ………………. 20……..

3.2 The salary of the staff member shall be within a salary scale……………….. at a rate of Tshs……………….. per month as per the salary structure in force.

3.3 The staff member’s salary increments where applicable shall be reckoned as starting from the first day of …………………. in each year. The incremental date shall be 1st January for all staffs who take up their appointments between January and June and 1st July for all who take up their appointment between July and December.

3.4 The staff member shall be entitled to such additional benefits as the Council may determine from time to time.

3.5 The staff member shall be paid his/her monthly salary plus any statutory benefits at the end of each month.

4. **Duties and Responsibilities**

Having been appointed as a teaching staff, the staff member shall discharge duties and functions with respect to teaching, research, library and consultancy and in particular offices to which he/she has been appointed.

(i) With respect to teaching duties, the staff member shall be responsible to her/his Head of Academic Department for:

(a) planning and preparation of courses; conducting lectures, tutorials, practical classes, field exercises, and taking part in giving and grading University examinations and continuous assessments;

(b) Guide undergraduate, postgraduate and other students in their independent studies/research projects;

(ii) With respect to research, the staff member shall be required to:
(a) Play an active role in extending frontiers of knowledge through research in his/her area of specialisation;
(b) Disseminate his/her research findings in various ways including presentations at seminars, conferences, and symposia, and through publications in refereed journals, chapters in books, or monographs, etc;
(c) Strive towards attaining and maintaining standards of academic excellence and scholarship;

(iii) In respect of consultancy, the staff member shall play an active role in rendering consultancy and other advisory services to the community, and collaborating with the community towards the commercialization of research results in line with the ARU related policy.

(iii) In respect of other offices, the staff member undertakes to serve in other offices created or to be created in furthering the mission of the University as stipulated in the ARU Charter, 2007, and as the University Council, Senate, School Dean, Institute Director, or Head of Department may, from time to time, determine. In particular:

(a) Where the staff member is appointed to the office of the Dean or the Director of a teaching, research, and consulting unit, Bureau or library, he/she shall undertake to pair their teaching/research/consulting and administrative duties. His/her performance appraisal shall cover both academic and administrative duties but these shall be appraised separately as hereinafter provided. Furthermore, the specific academic and administrative responsibilities for Deans and Directors shall be as stipulated in their respective job descriptions.

(b) Where the staff member is appointed to the office of the Head of Department of a teaching, research and consulting department or library, he/she shall also undertake to pair his/her academic and administrative duties. The performance appraisal shall cover both academic and administrative duties but these shall be appraised separately. Furthermore, the specific academic and administrative duties and responsibilities for Heads of Departments shall be as stipulated in their respective job descriptions.

4.2 The staff member, being appointed as a research staff, shall discharge duties and functions with respect to research, research supervision, teaching and consultancy and in respect of other offices to which he/she shall be appointed. In particular he/she shall be required to:

(i) Apply himself to research and the advancement of knowledge frontiers, and to constitute the University's cutting edge of creativity, particularly with respect to finding solutions to the societal problems which impede the socio-economic advancement of the people of Tanzania;

(ii) Play an active role in publishing his/her research findings locally regionally and internationally and disseminating them to the community,
and to organize regular seminars and public lectures, where the research results may benefit from peer criticism;

(iii) work hand in hand with teaching members of staff in matters pertaining to the commercialization of their research results, and, as far as possible, also playing an active role in serving as co-supervisors for both undergraduate and postgraduate student research projects, and

(iv) Undertake such other duties pertaining to the fulfilment of the mission of ARU - as the University Council, Senate, School or Institute may, from time to time, determine.

(v) To discharge similar functions as set forth in paragraph 4.1 (iv) (a) and (b) above.

4.3 The Staff member, being appointed as a librarian qualifying for designation as academic staff, shall be required to:

(i) conduct teaching and research activities in his/her respective professional/academic areas of expertise and to publish research findings for the benefit of the community;

(ii) effectively collaborate with the University's teaching and research staff in literature search and literature review, and also to serve as antennae for sourcing new research information and scientific advances in various parts of the world;

(iii) Undertake such other duties as may be determined for academic staff from time to time by the University Statutes and Regulations, and by the University Council and Senate;

For the purposes of the designation of a librarian as an academic staff, such librarian shall be at least a holder of a MSc. degree and be charged with the carrying out of the above functions. All other library staff shall be considered to be non-academic staff.

5. **Basic Terms upon Acceptance of Offer**

By agreeing and accepting to be employed by the Employer the staff member shall without fail fulfil the following conditions precedent to confirmation of appointment and thereafter:

5.1 **Medical Examination**

(i) The appointment is conditional on the staff member undergoing a full medical examination, including a chest and any other X-ray and laboratory tests to be conducted by a qualified medical practitioner nominated by the University. The cost associated with this examination process shall be borne by the aspiring employee.

(ii) In the case of staff member already appointed as an academic member of staff he/she shall not be required to undergo medical examination afresh, save for subsequent medical examination as hereinafter provided.

(iii) The University may, at its own expense and at any time after appointment, require a member to present himself/herself for examination by a medical board
appointed by the University in order to ensure that employees maintain performance worthy health during their employment tenure. The member of staff may exercise his/her right to nominate one member onto the medical board who shall be a registered medical practitioner in order to ensure fairness and objectivity. The fees of the nominated practitioner shall be paid by the University.

5.2 **Probation**

(i) The Staff member shall serve the Employer under a probation period of one calendar year as provided for in Regulation 14 of the Public Service Regulations 2003.

(ii) Upon completion of the probation period the immediate supervisor of the staff member shall submit a written report to the Deputy Vice Chancellor for Planning, Finance and Administration (DVC-PFA) on the performance of the concerned staff member and either recommend his/her confirmation or advise the extension of the staff member’s probation period or recommend his/her termination for unsatisfactory performance. During the probation period the staff member shall have at least two meetings with his/her immediate supervisor to discuss his/her progress.

(iii) Upon successful completion of his/her probation period the staff member shall be entitled to a letter of confirmation of appointment.

(iv) Every Staff member who does not perform successfully during the probation period shall have his/her probation period extended or appointment terminated.

5.3 **Induction**

(i) Every staff member shall be required to complete successfully induction programmes prescribed by the Employer in respect of the discharge of any function or duties at the University.

(ii) Every academic staff member shall be compelled to attend training in teaching methodology on regular basis.

6. **Facilitation on Taking-up Appointment**

6.1 **Entitlement to Passage**

(i) A staff member on first appointment shall be entitled to transport for himself/herself and his/her family, from his/her place of recruitment to the place of engagement.

(ii) On first appointment, passages shall be paid to the staff member, spouse and up to four (4) dependent children who are not over the age of 18 years on condition that the staff member furnishes the University with the relevant documents such as marriage certificate and/or birth certificates in respect of dependent children.

(iii) On first appointment the staff member shall be required to declare his/her country of domicile and his/her home town which shall be the basis for determining his/her passages when he/she proceeds on leave or on termination.
6.2 Baggage Allowance
(i) A staff member shall be entitled to baggage allowance for himself/herself, spouse and children for the transport of personal effects and books on appointment and on termination.
(ii) All baggage allowance requests must be made within twelve (12) months of the appointment. The University reserves the right to determine the means of transportation and appoint a clearing agency to handle the employee’s baggage both at the time of the member's appointment and termination.
(iii) The baggage allowance rates applicable to each employee category shall be as provided by the Government Circulars.

6.3 Subsistence Allowance on Arrival on First Appointment
(i) A newly appointed staff member, on arrival on first appointment, shall be paid a subsistence allowance on the journey from his/her home or place of engagement to his/her duty station for the first fourteen days at his/her duty station as provided for in the Standing Order for Public Service 2009, section L6.
(ii) A newly appointed staff member who resigns before expiry of his/her probation period shall be required to refund to the University a pro rata amount of the subsistence allowance already paid to him/her.

7. Special Privileges

The Employer shall from time to time review special privileges to be extended to academic staff and in line with changing policies of the University. The following special privileges will be available to any qualifying Staff member:

7.1 Responsibility Allowance
(i) Responsibility allowances, reviewable from time to time, shall be paid monthly on a prorate basis to a staff member who is appointed to anyone of the following special responsibility posts.
Vice Chancellor
Deputy Vice Chancellors
Deans/Directors/Bursar
Chief Internal Auditor/Head PMU/Corporate Counsel Associate Deans & Directors
Public Relations Officer
Head of Academic/Administrative Department in line with the scheme of service.
(ii) An acting responsibility allowance of the same rates above will be payable to members of staff who will act in the above job positions, provided that the minimum qualifying period for payment of the acting responsibility allowance shall be 14 (fourteen) calendar days in all cases.
7.2 **Housing**

(i) Every Staff member may be provided with housing assistance in line with the University’s Incentive Scheme.

(ii) a) every staff member who is appointed to the post of Vice-Chancellor or Deputy Vice Chancellor of the University will be provided with official ARU residence that is fully furnished and the University shall be responsible for all utility bills.

b) Where appropriate accommodation is not available on campus the University shall rent a suitable accommodation at market rates as approved by the Council.

(iii) The rent payable by any staff member residing in a University owned premise shall be determined by the University Council in accordance with commercial rates for similar residential premises on the market. The Council may review the amount of rent yearly having regard to the cost of living and maintenance.

(iv) Where the staff member chooses to reside in his/her own residential premises the University will pay him/her an economic rent as per his/her entitlement. Such rates should be reviewed by the Council from time to time.

(v) Every staff member, save those who are specifically entitled, shall be individually responsible for the payment of all utility bills in respect of the consumption of such services in their respective residential premises.

(vi) Upon termination of an appointment, a staff member must vacate the residential premises availed to him/her by the University and deliver vacant possession thereof as soon as possible, and in any case within 90 days of the day on which he/she ceases to be an employee of the University.

7.3 **University Tuition Fees**

(i) A staff member, his/her spouse and up to two unmarried children or legally adopted children at any one time shall be exempted from payment of 50% of the payable tuition fees for any programme of study at the University to which they may be admitted.

(ii) The University may require a staff member to produce evidence (birth certificate, marriage certificate, affidavits, etc.) in support of an application for exemption of university tuition fees for his/her children.

7.4 **Staff Loans**

After successful completion of his/her probationary period and confirmed on duty, a staff member may be eligible for a guaranteed loan from a financial institution in line with the regulations.

8. **Leave Entitlement**

8.1 **Annual Leave**

(i) A staff member shall be entitled to twenty eight (28) days annual leave subject to the following:
(a) An application for leave should be submitted in duplicate, through Heads of Department to DVC-PFA two weeks in advance;
(b) The staff member shall normally proceed on full leave during the long vacation periods, or piecemeal leave during short vacations with the approval of the DVC-PFA.
(c) No staff member shall proceed on leave until he/she has received back one copy of his/her application form, indicating that the leave application has been approved.
(d) No staff member shall be granted leave before completing eight (8) months service from the date of his/her first appointment without the written permission of DVC-PFA.
(e) A staff member shall not accumulate leave that exceeds 56 days. It shall be the duties of both the member of staff to take his/her leave when it is due, and that of the Head of Department to remind a member of staff to take up his/her accumulated leave.

(ii) In respect of every such approved leave, a member of staff shall be entitled to transport in the form of cash grant for himself/herself, his/her spouse and up to four dependent children who are not over the age of eighteen (18) years, to his/her place of domicile once in every two years.
(iii) Passages or transportation costs shall be the cheapest or economy rate for the applicable period by the most direct route to and from his/her recognized home as defined in his/her letter of appointment.

8.2 Maternity /Paternity Leave

(i) A female staff member who has been in continuous employment with the University for at least eight (8) months shall be granted, on the production of a medical certificate issued by a recognized medical practitioner, maternity leave of 84 days on full pay or 100 days paid maternity leave if the employee gives birth to more than one child at the same time.
(ii) Maternity leave may commence at any time from four weeks before the expected date of confinement.
(iii) Maternity leave shall be granted once in three years from the date the member of staff completed her last maternity leave.
(iv) A female staff member who does not qualify for paid maternity leave but whose annual leave is due by the time she is about to deliver, shall be granted a six-week leave inclusive her annual leave.
(v) A female staff member who does not qualify for maternity leave and whose annual leave is not due by the time she is about to deliver, shall be granted a six week leave paid which shall be deducted from her proceeding leave cycle.
(vi) A female staff member shall be allowed to leave office two hours before the end of the office hours every day to breastfeed her child. This leave shall be granted for a period not exceeding three months to a female staff who is breastfeeding.
(vii) Paternity leave of five days shall be granted to an employee who is the biological official father of a child if the leave is taken within seven (7) days following the birth of a child.

8.3 **Permissible Academic Leaves**

8.3.1 **Sabbatical Leave**

The University considers that in the interest of both the University and members of its academic staff, it is desirable that members of staff on permanent and pensionable terms should be released from their normal duties at intervals during their career to undertake academic projects or professional activities such as developing manuals, writing books, research, and enriching their experience in their fields of specialization with potential value to the service in the form of Sabbatical Leave.

8.3.1.1 **Conditions for Sabbatical Leave**

(i) A Sabbatical Leave of up to a maximum of twelve months may be granted to:

   a) A senior staff member on permanent and pensionable terms only after completion of four years continuous service with the University from the date of appointment or since return from sabbatical or study leave or leave without pay and four years before compulsory retirement.

   b) For the purpose of these Guidelines “a senior staff member” shall be as prescribed under Section 46 (5) (a) of the Universities Act 2005.

   c) A Dean of School/ Director/ Head of Department who has completed his/her tenure and wish to have a sabbatical leave provided that, he/she is not engaged in other administrative activities or re-appointed as Dean/ Director/ Head of Department.

(ii) A member of staff on permanent terms may be granted sabbatical leave in accordance with the following procedure:

   a) Departments which have more than one member eligible for sabbatical leave (as in (a) above), will determine the order in which such members can take their sabbatical leaves. Under no circumstances should teaching be allowed to suffer as a result of these arrangements.

   b) Individuals will be required to apply and present satisfactory study/work project proposal to their Departments before applications for sabbatical leave are approved.

   c) A staff member must report for duty after the expiry of his/her Sabbatical leave. If for any reasons one cannot report back for duty at the expiry of his/her sabbatical, the staff must apply for extension at least one month in advance. The application to extend the period of sabbatical leave shall be accompanied with a progress report and directed to the DVC-AA with regard to academic staff and DVC-PFA for administrative and technical staff through their respective Heads of Departments and Deans/ Directors, which shall be the basis of approval for the request.

   d) Extension of a sabbatical leave if granted shall not exceed the original period. There shall not be any further extension.
(iii) General Limitation: A staff member shall not be eligible for a sabbatical leave or secondment before serving for a minimum of four years after the last engagement in such leave or secondment.

(iv) After a sabbatical leave, a staff member must produce and submit within three months, a report with respect to the purpose of the sabbatical leave. In case one fails to produce a report, disciplinary proceedings shall be instituted against the offender.

The structure of a sabbatical leave report shall be as stipulated in the ARU Guidelines on Sabbatical and Leave without Pay, 2010.

8.3.1.2 Financial Arrangements

For purposes of financial arrangements, each case shall be treated according to the conditions of the nature and purpose of the sabbatical leave:

i) Where a member receives full pay from a donor, that member shall be regarded as absent without pay.

ii) Where no donor has made any substantial and adequate arrangements, the member shall receive full pay from the University.

iii) Where a sabbatical leave involves substantial financial need for research funds, the normal procedures for applying for research funds shall apply.

8.3.1.3 Application/Approval

i) Applications for sabbatical leave shall be through the Head, Dean/Director and DVC-AA/DVC-PFA to the Vice Chancellor setting out in detail the:

a) Nature of the professional activities proposed duration of leave requested
b) Venue of the leave
c) Sponsor of the sabbatical leave, if any
d) The financial sponsorship granted by the sponsor and;
e) Financial assistance sought from the University.

ii) The Vice-Chancellor shall determine when such sabbatical leave may be taken.

8.3.2 Leave Without Pay

Though it is normal practice not to grant leave without pay, the University may also consider granting its staff leave without pay if it is satisfied that it is in the public interest to do so. Such public interest may include but not limited to a staff member having received a Presidential/Government appointment or has been attached to an international organization/development Partner Institution for a specific assignment known to the University. Personal interests that require leave without pay shall be handled as per relevant regulations governing such matter.

8.3.2.1 Conditions for Granting Leave without Pay

i) Leave without pay may be granted depending on the nature of the assignment;

a) For Presidential/Government/International/Regional Organizations appointments, permission shall stay till that appointment ends,
b) For other assignments, leave without pay shall last to the end of the assignment but shall not exceed twenty four months.

ii) A staff member must report back for duty at the expiry of his/her leave without pay.
   a) Where extension is sought, application for such extension must be lodged to the University three months in advance. The application to extend the period of leave without pay shall be directed to the Deputy Vice Chancellor Planning Finance and Administration through the respective Head of Department and Dean/Director.
   b) An extension of leave without pay shall be granted only once up to a maximum of twelve months. Thereafter, the staff shall have to decide on whether to report back or terminate his/her services with the University.

8.3.2.2 Application/Approval
   i) Application for leave without pay shall be made through the Head of Department and Dean/Director/DVC-PFA to the Vice-Chancellor who upon satisfaction that it is in the public interest to do so shall approve the application.
   ii) The application shall set out in detail:
       a) The nature of the assignment and employer;
       b) The duration of the assignment and place,
       c) The benefits to be accrued to the University and the public as a whole.
       d) Any other relevant information.

8.3.3 Study Leave
   i) Study Leave may be of any duration as the DVC-AA may determine and subject to such conditions as the Council may prescribe.
   ii) Study Leave shall only be granted by the DVC-AA/DVC-PFA on the basis of the needs of the University and in the interests of staff development.
   iii) Study Leave shall be granted on full pay.
   iv) Applications for Study Leave shall set out in detail the nature of academic programme proposed, the duration of leave requested, the venue of the leave, the sponsor of the programme if any, the financial sponsorship granted by the sponsor, and the financial assistance sought from the University.
   v) A staff member must report back for duty after the expiry of his/her study leave. If for any reasons he/she cannot report back for duty at the expiry of his/her leave, the staff member must apply for extension well in advance. The application for extension of study leave shall be directed to the appropriate DVC through the Head of Department and Dean/Director.
   vi) Where a member of staff is due to attend a long course outside the country, he may utilize his normal leave entitlement before and/or on his/her return.

8.4 Sick Leave
   i) Sick leave shall be granted only on production of a medical report from an approved Medical Practitioner.
A Member of staff shall be entitled to a sick leave of 126 days in any leave cycle calculated so that 63 days are with full pay and further 63 days on half pay.

iii) Thereafter, if the employee does not recuperate and report back on duty, the University shall appoint a Medical Board to examine the issue and its decision shall be final. The staff member may exercise the right to nominate a registered medical Practitioner as a member to the Medical Board. The fees of the medical practitioner so nominated shall be paid by the University.

8.5 Special Leave
The DVC-AA/DVC-PFA may, at his discretion, grant special leave for any purpose such as attendance at learned conferences, Trade Union Conferences, Sporting Events and including others not covered by the categories of leave set out above). In granting such Leave, the DVC-AA/DVC-PFA shall take into account the impact of the absence from work of the member of staff, the frequency of such absences by the member of staff, and the effect of such absences on his/her University work.

8.6 Compassionate Leave
When a staff member's next of kin dies, the staff member may be granted compassionate leave of up to fourteen (14) days with pay. In the case of death of staff member’s husband or wife or child, the member may be given up to one month’s compassionate leave with pay. Approval of compassionate leave is entirely at the University’s discretion save that it shall not be unreasonably withheld. For this purpose, next of kin means the staff member’s spouse, child, mother and father.

9. Covenants by Staff Member
The Staff member hereby covenants with the Employer as follows:

9.1 Responsibility Over University Property.
(i) She/he shall at all times respect all such equipment, tools and other property of the University in his/her charge on account of his/her office.
(ii) When the University suffers any pecuniary or physical damage to property as a result of negligence or non-compliance by the staff member of any order, instruction or direction given to him/her by the University authorities, or as a result of any neglect of duty whatsoever on his/her part, the University may require the staff member to make good such loss or damage or any part thereof and may recover such loss (or such part of the loss thereof) by withholding such portion of his/her salary every month as the University may decide until the officer's liability is fully discharged.

9.2 Contract Binding During Leave
The staff member shall while on leave of whatever category, be subject to the terms and conditions laid out in this contract, the provisions of any law, regulations, and statutes for the time being in force and applicable to persons in the employment of the University and the provisions of any staff circulars and other directives for the time being in force, as if his/her period of employment had not expired.
9.3 **Individual Pecuniary Diligence**
The staff member shall be expected to deal with his/her personal financial matters responsibly so that he/she does not become an embarrassment to the University. In this regard the Council may, if required, expect any staff member to provide an explanation regarding any summons, writ or sentence in respect of the staff member’s indebtedness.

9.4 **Declaration of Gifts, Bonuses, Commissions and Rewards**
A staff member must obtain permission from the Vice Chancellor to retain a gift, bonus, commission or reward offered to him/her by reason of his/her post in the service of the University.

9.5 **Observance of Confidentiality**
No staff member, except a person authorized by the Vice Chancellor, may disclose any confidential or classified information to the public, media, or to a fellow staff member who is not authorized to receive such information.

9.6 **Participation in Politics**
An academic staff member may participate in politics and be a member of any political party of his/her choice provided that he/she shall not:

(i) Be employed or hold office in any political party while still in the public service;
(ii) Be allowed to participate in political activities during working hours;
(iii) Identify himself by dressing in his/her political party’s uniforms, medals, badges or any other identification during working hours and at the place of work;
(iv) Be allowed to utter any words which may embarrass the Government due to his/her political affiliation;
(v) Be partial while delivering service to the public because of his/her political affiliation;
(vi) Take part in political activities which can compromise or be seen to compromise his/her loyalty to Government activities;
(vii) Express his views or comments related to his/her employment in the political meetings which he/she participates after working hours; and
(viii) Pass information or documents availed through his position in the service to his political party or any other political party.
(ix) He/she does not conduct his/her political activities in such a way that he/she becomes an embarrassment to the University; and
(x) He/she does not conduct party politics on campus or use bodies, meetings, etc. to promote specific politically oriented aims.

Disciplinary proceedings shall be instituted against a defaulting staff member.

9.7 **Disclosure and Sharing of Copy and Patent Rights**
When a staff member, in the course of his/her employment at ARU publishes a book or produces a significant money-generating work of art, or makes a patentable invention while using the research and equipment facilities of the University, appropriate policies/regulations set by the Council shall determine the nature of ownership and sharing of the financial benefits emanating from the staff member’s contribution.
9.8 **Gains from Private Work**

(i) Unless otherwise decided by the University as being in an area of conflict with the responsibilities of academic staff, the staff member may undertake occasional literary work setting and marking University or school examination papers, external examination etc. and other consultancy work and to receive remuneration for such work.

(ii) This privilege must not interfere with the efficient discharge of the member's duties to the University, or be otherwise detrimental to the interests of the University. The University may require that it receives a percentage of the remuneration and may attach other conditions. The rates payable to ARU from such work shall be announced by the University Consultancy Unit from time to time.

9.9 **Postings and Transfers**

(i) A staff member acknowledges that from time to time the University may be impelled to transfer any staff member from one College to another or from one School to another provided that the staff member shall have been fully consulted and his/her acceptance obtained before such transfers are granted.

(ii) The Council may transfer any staff member to another post or office for which he/she may be competent on a temporary or permanent basis.

(iii) If the Staff member will be required to serve in a lower capacity he/she shall suffer no loss of pay or benefits during the period.

(iv) A staff member may be seconded to another public institution for a period of time as stipulated in the Government Standing Orders for the Public Service 2009.

9.10 **Regulations and Staff Circulars**

The provisions of this agreement, Regulations, and relevant staff circulars and other directions relating to university service as amended from time to time shall, save in so far as this agreement may provide to the contrary, apply to the officer's employment hereunder in the same manner as if such provisions were part of this agreement.

10. **Covenants by the Employer**

10.1 **Official Nomination**

Where a staff member is nominated and accepts nomination as candidate for election of political party leadership or nominated for a full time position in the Central Government, he/she shall be permitted to go on leave until after the election/assignment. If such staff member is subsequently elected as a member of a political party or Central Government he/she may apply for secondment, leave without pay or exercise the option to resign without loss of benefits.

10.2 **Academic Freedom**

The Council underwrites the principle of academic freedom subject to the provisions of the Universities Act, 2005. Likewise, the Council shall require the University management to promote and uphold academic freedom in the conduct of its business.

10.3 **Training**
The Council shall provide in service training as required provided that such training is within a staff member’s area of specialization. Furthermore the Council may instruct any staff member to undergo training for further development and growth as articulated in the ARU Human Resource Training Policy.

10.4 Performance Appraisal and Promotion
(i) The performance of all ARU members of staff shall be evaluated on an annual basis, using staff evaluation criteria approved by the Council.
(ii) Any staff member appointed to serve in any administrative position either as Dean, Director or Head of Department shall be separately evaluated annually for the purposes of determining his/her continued suitability for such position and where he/she obtains scores for exemplary performance shall be eligible for written commendation or for various other honours awarded by the university as per guidelines approved by the council and such commendations and honours shall be accompanied by monetary or material benefits awarded at a major university function.

10.5 Insurance Cover
(i) In the execution of their duties the academic members of staff are often subjected to risks and various hazards for which an insurance cover is necessary.
(ii) The University shall, at the time of appointment, inform the staff member of what insurance policies are taken jointly by the University and the employee in respect of which they are entitled to receive benefits. Details of such policies shall be available in the office of the DVC-PFA.

10.6 Medical Scheme
The Employer shall subscribe to a suitable, insurance-based medical scheme to which both the employer and the employee shall contribute to enable the employee and his/her dependants to receive treatment in line with the terms stipulated in the University Medical Scheme. However, where the employee desires to join a medical scheme other than that subscribed to by the employer to contribute thereto and such undertaking shall only be given if it does not place the employer to increased costs compared to those incurred under the subscribed scheme.

10.7 Retirement Schemes
The Employer shall subscribe to retirement schemes that carry the best benefit for the staff member and shall keep the staff member informed of any other best options available and which the staff member might wish to subscribe to instead of those stipulated by the Employer.

10.8 Assistance on death of a member or a dependant
(i) In the event of a death of an ARU staff member, spouse, or a dependent child, the University shall bear the costs of the burial as follows:
   a) Coffin;
   b) Grave;
   c) Shroud;
d) Wreath and decorations;
e) transport costs of the deceased from the point of death to the home place of
the deceased or any other place as decided by the deceased prior to the
occurrence of the death; and
f) Mortuary expenses.

(ii) The funeral assistance specified under paragraph 10.8(i) above shall apply to the
staff member’s spouse and children.

(iii) In the event of the death of a staff member, his/her spouse and dependent children
shall be entitled to free passage and baggage from the University to their home at
rates determined by the Council from time to time.

(iv) Following death of a member of staff, the bereaved will normally be required to
vacate University accommodation within six months.

(v) When a Staff member's next of kin dies, the staff member may be granted
compassionate leave of up to fourteen (14) days with pay. In the case of death of
staff member’s husband or wife or child, the member may be given up to one
month’s compassionate leave with pay. Approval of compassionate leave is
entirely at the University’s discretion save that it shall not be unreasonably
withheld. For this purpose, next of kin means the staff member’s spouse, child,
mother and father.

11. Grievance Procedure
   (i) A grievance is a formal complaint in writing raised by a staff member concerning
   the application of the terms and conditions of employment or the interpretation of
   any labour law.
   (ii) The burden of proof in grievance cases rests with the member of staff submitting
   the grievance.
   (iii) The procedure to be followed in the case of a grievance procedure is set out in the
   Policy and Operational Procedures for Human Resources Management Document
   of ARU.

12. Variation of Terms and Conditions
The law applicable to variation of contracts in the United Republic shall apply where the
terms and conditions of this contract state otherwise. Provided that variations resulting
from the undertaking by a staff member to respect University Regulations and Staff
Circulars shall be binding upon the Staff member and these shall not affect the
fundamental terms and conditions of this contract.

13. Termination of Contract
13.1 Termination by Lapse
   (i) At least six months prior to the lapse of the contract, a staff member shall be
   informed by the Employer, on the recommendation of the Appointments
   Committee, as to renewal or non-renewal of the contract and the staff member has
   the right to request for such information at the time specified.
   (ii) Upon renewal of a contract a staff member on contract shall take his/her gratuity
   and other benefits. If a staff member's contract is renewed, he/she shall be entitled
at the end of the renewed contract to home leave and gratuity calculated at the existing contract rate.

13.2 **Compulsory Resignation/Relinquishment of Appointment**

(i) The University may require that a staff member resign and relinquish his/her appointment, if and when declared by a duly qualified medical officer appointed by the University, that he/she is incapable of rendering efficient service in Tanzania because of infirmity of mind and/or body. Termination of appointment under such conditions, entitles the staff member to a salary up to the date when resignation was tendered or the date when he/she was required to relinquish the position. The member of staff shall also be entitled to a salary in respect of leave standing to his/her credit on that date, plus gratuity and all other benefits.

(ii) A certificate signed by a duly qualified medical officer appointed by the University or the members of a duly constituted medical board appointed by the University shall be conclusive evidence on the question of whether or not the member of staff was compelled to resign or relinquish his/her office, as the case may be, by reason of ill health or infirmity within the meaning of the relevant paragraphs in this agreement.

(iii) If at any time a member of staff neglects or refuses or fails to comply with any regulation and condition of service, or misconducts himself/herself, the University may dismiss him or her and on such termination all rights and advantages reserved to him/her by this agreement shall cease.

13.3 **Right to Gratuity**

Except where a member of staff has been dismissed or has terminated this agreement, or on the completion or termination of this agreement, the member of staff shall be entitled to a gratuity at the rate of twenty-five percent (25%) for First contract or twenty-seven and a half percent (27.5%) for Second contract or thirty percent (30%) for the Third and subsequent contracts of the total basic salary earned during the period of service subject to taxation laws of Tanzania. The amount due shall be paid to the member of staff notwithstanding any renewal of this agreement.

13.4 **Right to Passage**

(i) The entitlement to passages at the end of contract shall be to the staff member’s place of domicile as declared on first appointment provided that the terms and conditions of service have been fully observed by the member.

(ii) If a staff member wishes to use his/her own motor vehicle for the journey back to his/her place of domicile, he/she may claim the cost of the journey by the most direct route, at the rate payable after obtaining authorization from the relevant authorities of the University. Family members of such a staff member will be expected to travel by using the same mode of transport.

(iii) If a staff member resigns before the expiration of his/her contract (for reasons other than ill health as certified by a Medical Board appointed by the University), he/she shall be required to refund the University twenty five percent (25%) of the
cost of fares provided to him/her on first appointment. This clause is also applicable if the member of staff resigns during the probation period.

13.5 **Baggage Allowance**
Entitlement to baggage allowance shall be as provided for in Clause 6.2 of this contract.

14. **Disputes**
Any dispute arising from this contract in respect of the employer-employee relationship, (i.e. the University and the staff member), shall be determined in accordance with the provisions of the applicable laws and regulations.

15. **Undertaking by Staff Member**
I ……………………………………………………………………… have read and understood the terms and conditions of service referred to in this contract and agree to be employed by the University under these terms and conditions.

**SIGNED AND DELIVERED by:**

…………………………………………………………... ... ... ... ... ...

on this …………. Day of …………… 20 …….. ... ... ... ... ...
at Dar es Salaam. ... ... ... ... ...

**SIGNED and STAMPED on behalf of the**

ARDHI UNIVERSITY ... ... ... ... ...

By …………………………………………………... ...

DEPUTY VICE CHANCELLOR, ...

PLANNING, FINANCE AND ADMINISTRATION ... ... ... ... ...
on this …………. day of …………… 20………… ...
at Dar es Salaam. ... ... ... ... ...

DVC - PFA ... ... ... ... ...)
ANNEX 3.2  CONTRACT TERMS OF SERVICES FOR THE MANAGEMENT AND SENIOR ADMINISTRATIVE STAFF

AGREEMENT made the .......................... day of ........................20 ............... between the ARDHI UNIVERSITY of P.O. Box 35176, Dar es Salaam hereinafter referred to as “the Employer” of the one part and “the Management Staff”/ “Administrative Staff” of the other part.

1. Definitions and Interpretation
   (i) Definitions
   In this document the terms:
   “Contract term” means a contract for:
   a) An unspecified period of time (permanent and pensionable);
   b) A specified period of time; or
   c) A specific task.

   In accordance with section 14 of the Employment and Labour Relations Act No. 6 of 2004. The contract term is terminable upon the expiry of the contract period unless extended at the option of the Employer.

   “Permanent and pensionable terms” means a long term contract of employment of a Management staff or a senior administrative staff subject to termination of contract upon retirement in accordance with the laws of the United Republic.

   “Senior Administrative Staff” means the staff of the University who are responsible for the day to day administrative business of the University and earning a salary above the PGSS 16, PTSS 16, or PUSS 16 PMGSS Scale or such other higher scale as the Council/Government may determine from time to time.

   “Management Staff” means individuals or the staff of the University who hold the positions of Vice Chancellor, Deputy Vice Chancellors, Deans of Schools and Directors, Managers/Heads of Departments.

   “University” means the Ardh University established under the Ardh University Charter, 2007 and the term “university” shall be used interchangeably with the term “Employer”

   “University Council” means the Council of the University established under section No.18 of the Ardh University Charter, 2007.

   (ii) Interpretation
   The interpretation of the contents of this document shall rest with the Vice Chancellor subject to the right of appeal to the Appointments and Human Resource Management Committee and thereafter to the Council whose decision shall be final.

2. Basic Undertakings by Staff Member
   The Management/Administrative Staff member being desirous to accept the offer of employment by the Employer declares that:

2.1 She/he has willingly exercised his/her freedom to accept the offer of employment by the Employer;
2.2 She/he is unreservedly committed to the discharge of the management duties/administrative duties in the efficient and proper running of the affairs and business of the University faithfully and diligently;

2.3 She/he shall be loyal to the Employer at all times during the duration of this contract.

3. **Offer of Appointment**

3.1 The Management/Administrative Staff member has been offered and has agreed to take up appointment as ……………………….. on permanent and pensionable terms/for a period of …………………….. years on contract terms from the …………………….. day of …………………….. 20……..

3.2 The starting salary of the Management/Administrative Staff member shall be paid in Tshs in the amount of Tshs…………………. per month in the ……………………..scale fixed/rising at the rate of ……………………. per month as shown in the current salary scales in force set out in Appendix I to this contract.

3.3 The Management/Administrative Staff member shall start drawing his/her first salary of ……………………. per month in the …………………….. scale with effect from the …………………….. day of …………………….. 20……..

3.4 The Management Staff/Administrative, Staff member salary increments where applicable shall be reckoned as starting from the first day of …………………….. in each year. The incremental date shall be 1st January for all staffs who take up their appointments between January and June and 1st July for all who take up their appointment between July and December.

3.5 The Management/Administrative Staff member shall be entitled to such additional benefits as the Council may determine from time to time.

3.6 The Management/Administrative Staff member shall be paid his/her monthly salary plus any benefits by the end of each month.

4. **Duties and Responsibilities**

4.1 The Management Staff member shall discharge such duties and functions and exercise such powers in accordance with the provisions of the ARU Charter, 2007 and as detailed in his letter of appointment and as shall be from time to time determined by the appointing authority;

4.2 The Administrative Staff shall discharge duties and responsibilities in accordance with the job description set for each category of senior administrative staff.

5. **Basic Terms upon Acceptance of Offer**

By agreeing and accepting to be employed by the Employer the Management/Administrative Staff member shall without fail fulfil the following conditions precedent to confirmation of appointment and thereafter.

5.1 **Medical Examination**

(i) In the case of a Management/Administrative Staff member already appointed to that position he/she shall not be required to undergo medical examination afresh save for subsequent medical examination as hereafter provided.
In the case of first appointment the appointment is conditional on the staff member undergoing a full medical examination, including a chest and any other X-ray and laboratory tests to be conducted by a qualified medical practitioner nominated by the University. The fees associated with this examination process shall be paid by the University.

The University may, at its own expense and at any time after appointment, require a member to present himself/herself for examination by a medical board appointed by the University in order to ensure that employees maintain performance worthy health during their employment tenure. The member of staff may exercise his/her right to nominate one member onto the medical board who shall be a registered medical practitioner in order to ensure fairness and objectivity. The fees of the nominated practitioner shall be paid by the University.

5.2 Probation
(i) The Management/Administrative Staff member shall serve the Employer under a probation period of one calendar year.
(ii) Upon completion of the probation period:
   (a) In the case of a Management Staff member the appointing authority shall review his/her performance and decide to confirm his/her appointment or extend the probation period or terminate the said staff for unsatisfactory performance.
   (b) in the case of an Administrative Staff the immediate supervisor of such Staff member will submit a written report to the DVC-PFA on the performance of the concerned Staff member and either recommend his/her confirmation or advice the extension of the staff member's probation period or recommend his/her termination for unsatisfactory performance. During the probation period the staff member shall have at least two meetings with his/her immediate supervisor to discuss his/her progress.
(iii) Upon successful completion of his/her probation period the staff member shall be entitled to a letter of confirmation for appointment.

5.3 Induction
(i) The provisions of this paragraph shall not apply in respect of a Management Staff. However, the Council may arrange for induction programmes for the purposes of assisting such staff to better understand the work environment for the best performance of his/her duties.
(ii) Every administrative staff member shall be required to complete successfully induction programmes prescribed by the Employer in respect of the discharge of any function or duties at the University.

6. Facilitation on Taking-Up Appointment
6.1 Entitlement to Passage
(i) A Management/Administrative Staff member on first appointment shall be entitled to transport for him/her and his/her family, from his/her place of recruitment to the University Campus.
(ii) On first appointment, passage shall be paid to a Management Staff/ Administrative Staff member, spouse and up to four dependent children who are not over the age of 18 years.
on condition that the staff member furnishes the University with the relevant documents such as marriage certificate and/or birth certificates in respect of dependent children.

(iii) On first appointment a Management/Administrative Staff member shall be required to declare his/her country of domicile and his/her home town which shall be the basis for determining his/her passages when he/she proceeds on leave or on termination.

6.2 Baggage Allowance
(i) A Management/Administrative Staff member shall be entitled to baggage allowance for himself/herself, spouse and children for the transport of personal effects on appointment and on termination.

(ii) All baggage allowance requests must be made within twelve (12) months of the appointment. The University reserves the right to determine the means of transportation and appoint a clearing agency to handle the employee's baggage both at the time of the member's appointment and termination.

(iii) The baggage allowance rates applicable to a Management Staff shall be set by the Council while the rates applicable to an Administrative Staff shall be according to each staff category and the same shall be announced by the DVC-PFA.

6.3 Subsistence Allowance on Arrival on First Appointment
(i) A newly appointed Management Staff member, on arrival on first appointment, shall be paid a subsistence allowance on the journey from his/her home or place of engagement to his/her duty station for the first fourteen days at his/her duty station as provided for in the Standing Order for Public Service 2009, section L6.

(ii) A newly appointed Management Staff member who resigns before expiry of his/her probation period shall be required to refund to the University a pro rata amount of the subsistence allowance already paid to him/her.

7. Special Privileges
The Employer shall from time to time review special privileges to be extended to Management/Administrative Staff and in line with changing policies of the University. The following special privileges will be available to all Management Staff members and to any qualifying Administrative Staff member.

7.1 Responsibility Allowance
(i) Responsibility allowances, reviewable from time to time, shall be paid monthly on a pro rata basis to a staff member who is appointed to any one of the following special responsibility posts.

- Vice Chancellor
- Deputy Vice Chancellors
- Deans/Directors/Bursar
- Chief Internal Auditor/Head PMU/ Corporate Counsel Associate Deans & Directors
- Public Relations Officer
- Head of Academic/Administrative Department in line with the scheme of service.
(ii) An acting responsibility allowance of the same rates above will be payable to members of staff who will act in the above job positions, provided that the minimum qualifying period for payment of the acting responsibility allowance shall be fourteen (14) calendar days in all cases.

7.2 Housing
(i) The Vice Chancellor and the Deputy Vice Chancellors shall be entitled to University official residences that are appropriately furnished, landscaped, fenced and which shall be provided with round the clock security system.
(ii) Every other Management Staff member shall be required to reside in a fully furnished house allocated to him/her by the University. The University shall be responsible for all his/her utility bills.
(iii) Every Staff member may be provided with housing assistance in line with the University’s Incentive Scheme.
(iv) The rent payable by every Administrative Staff member residing in any University owned premises shall be determined by the Council in accordance with commercial rates for similar residential premises on the market. The Council may review the amount of rent yearly having regard to the cost of living and maintenance.
(v) Every Administrative Staff member shall be individually responsible for the payment of all utility bills in respect of the consumption of such services in their respective residential premises.
(vi) Upon the termination of appointment, a Management/Administrative Staff member must vacate the residential premises availed by the University and deliver vacant possession thereof as soon as possible, and in any case within ninety days (90) from the day on which he/she ceases to be such a staff member and he/she may not spend terminal leave in a University house.

7.3 University Tuition Fees
(i) A Management Staff and any qualifying Administrative Staff member, his/her spouse and up to two unmarried children or legally adopted children at any one time shall be exempted from payment of 50% of the payable tuition fees for any programme of study at ARU to which they may be admitted.
(ii) The University may require any staff member to produce evidence (birth certificate, marriage certificate, affidavits, etc.) in support of an application for exemption of university tuition fees for his/her children.

7.4 Transport Entitlement
(i) The Vice Chancellor and Deputy Vice Chancellors shall be entitled to chauffer driven University vehicles in accordance with the guidelines provided by the Public Service Regulations, Tanzania Government Standing Orders for the Public Service and the laws of the land.
(ii) A Senior Administrative Staff member using his/her motor vehicle in the discharge of his/her duties with the employer shall be entitled to compensation as provided for in the Transport Policy.
8. Leave Entitlement

8.1 Annual Leave

(i) The Vice Chancellor shall be entitled to annual leave in accordance with the terms prescribed by the appointing authority and shall proceed on such leave after consultation with the chairperson of Council or/and upon providing notification to that effect to the Chancellor.

(ii) A Senior Administrative Staff member shall be entitled to twenty-eight (28) days annual leave subject to the following:

   (a) An application for leave submitted in duplicate, through Heads of Department to the DVC-PFA at least 14 days in advance.

   (b) The staff member shall normally proceed on leave during the long vacation periods or piecemeal during short vacations with the approval of the DVC-PFA.

   (c) No staff member shall proceed on leave until he/she has received back one copy of his/her application forms, indicating that the leave application has been approved.

   (d) No staff member shall be granted leave before completing 8 months service from the date of his/her first appointment without the written permission of DVC-PFA.

   (e) A staff member shall not accumulate leave that exceeds 56 days. It shall be the duties of both the member of staff to take his/her leave when it is due, and that of the Head of Department to remind a member of staff to take up his/her accumulated leave.

(iii) In respect of every such approved leave a member of staff shall be entitled to transport in the form of cash grant for himself/herself, his/her spouse and up to four dependent children who are not over the age of eighteen (18) years, to his/her place of domicile once every two years.

(iv) Passages or transportation costs shall be the cheapest or economy rate for the applicable period by the most direct route to and from his/her recognized home as defined in his/her letter of appointment.

8.2 Maternity/Paternity Leave

i) A female staff member who is on first appointment and has been in continuous employment with the University for at least eight (8) months shall be granted, on the production of a medical certificate issued by a recognized medical practitioner, maternity leave of 84 days on full pay or 100 days paid maternity leave if the employee gives birth to more than one child at the same time.

ii) Maternity leave may commence at any time from four weeks before the expected date of confinement.

Maternity leave will not be counted against the female staff member’s entitlement for sick leave or annual leave. A member intending to claim maternity leave shall give notice to the employer of her intention to take maternity leave at least three months before the expected date of birth.

Paternity leave of at least five days shall be granted to an employee who is the biological official father of a child if the leave is taken within seven days following the birth of a child.
8.3 Permissible Academic Leaves

8.3.1 Sabbatical Leave

(i) The University considers that in the interest of both the University and members of its staff, it is desirable that members of staff on permanent and pensionable terms should be released from their normal duties at intervals during their career to undertake academic projects such as developing manuals, writing books, research, and enriching their experience in their fields of specialization.

(ii) Sabbatical leave of up to a maximum of twelve months may be granted to Administrative Staff members with a PhD, on permanent and pensionable terms only after completion of four years continuous service with the University from the date of appointment or since return from sabbatical leave or study leave or leave of absence. The DVC-PFA will determine when such leave may be taken.

(iii) Sabbatical leave shall be granted on full pay.

(iv) Applications for Sabbatical Leave shall set out in detail the nature of professional activities proposed, the duration of leave requested, the venue of the leave, the sponsor of the sabbatical leave if any, the financial sponsorship granted by the sponsor, and the financial assistance sought from the University.

(v) A staff member must report back for duty after the expiry of his/her sabbatical leave. If for any reasons he/she cannot report back for duty at the expiry of a sabbatical leave, such staff member must apply for extension well in advance. The application to extend the period of sabbatical leave shall be directed to the DVC-PFA through the immediate supervisor.

8.3.2 Study Leave

(i) A Study Leave may be of any duration as the DVC-PFA may determine and subject to such conditions as the Council may prescribe.

(ii) A Study Leave shall only be granted by the DVC-PFA on the basis of the needs of the University and in the interest of staff development.

(iii) A Study Leave shall be granted on full pay.

(iv) Applications for Study Leave shall set out in detail the nature of professional programme proposed, the duration of leave requested, the venue of the leave, the sponsor of the programme if any, the financial sponsorship granted by the sponsor; and the financial assistance sought from the University.

(v) A staff member must report back for duty after the expiry of his/her study leave.

(vi) Where a member of staff is due to attend a long course outside the country, he/she may utilize his/her normal leave entitlement before and/or on his return.

8.3.3 Sick Leave

(i) Sick leave shall be granted only on production of a certificate from a recognized medical practitioner.

(ii) After three months during which a staff member has been continuously employed by the University, he/she shall be entitled to 63 days sick leave with full pay and a further 63 days on half pay.

(iii) Thereafter, if the employee does not recuperate and report back on duty, the University shall appoint a Medical Board to examine the issue and its decision will be final. The member may exercise the right to nominate one member to the Medical Board who shall
be a registered medical practitioner. The University shall pay the fees of the medical practitioner so nominated.

8.3.4 Special Leave
The DVC-PFA may, at his discretion, grant a Special Leave for any purpose (e.g. compassionate reasons, attendance, at professional conferences not covered by the categories of leave set out above). In granting such Leave, the DVC-PFA shall take into account the impact of the absence from work of the member of staff, the frequency of such absences by the member of Staff, and the effect of such absences on his/her University work.

8.3.5 Compassionate Leave
When a staff member's next of kin dies, the staff member may be granted compassionate leave of up to fourteen (14) days with pay. In the case of death of staff member’s husband or wife or child, the member may be given up to one month’s compassionate leave with pay.

9.0 Covenants by Staff Member
The Managing /Administrative Staff member hereby covenants with the Employer as follows:

9.1 Responsibility over University Property
(i) She/he shall at all times be responsible for overseeing the effective management of equipment, tools and other property of the University in his/her charge on account of his/her offices and shall within reasonable bounds be held responsible in respect thereof.
(ii) When the University suffers any pecuniary or physical damage to property as a result of negligence or non-compliance by the staff member of any order, instruction or direction given to him/her by the University authorities, or as a result of any neglect of duty whatsoever on his/her part, the University may require the staff member to make good such loss or damage or any part thereof and may recover such loss (or such part of the loss thereof) by withholding such portion of his/her salary every month as the University may decide until the officer's liability is fully discharged.

9.2 Contract Binding During Leave
The Management/Administrative Staff member shall while on leave of whatever category, be subject to the terms and conditions laid out in this contract, the provisions of any law, regulations, and statutes for the time being in force and applicable to persons in the employment of the University and the provisions of any staff circulars and other directions for the time being in force, as if his/her period of employment had not expired.

9.3 Individual Pecuniary Diligence
The Management Staff/Administrative member shall be expected to deal with his/her personal financial matters responsibly so that he/she does not become an embarrassment to the University.
9.4 Declaration of Gifts, Bonuses, Commissions and Rewards

(i) Any Staff member must obtain permission to receive a gift, bonus, commission or reward offered to him/her by reason of his/her post in the service of the University.

(ii) In the case of the Vice Chancellor and the Deputy Vice Chancellors any receipt of such gift, bonus, commission or reward must be declared to the Council which may direct its retention by such a Management Staff or its surrender to the University.

(ii) In the case of other Management and Administrative Staff permission to receive a gift, bonus, commission or reward shall be sought and obtained from the Vice Chancellor.

9.5 Observance of Confidentiality

No staff member, except a person authorized by the Vice Chancellor, may disclose any confidential or classified information to the public, media, or to a fellow staff member who is not authorized to receive such information.

9.6 Participation in Politics

A Management/Senior Administrative staff member may participate in politics and be a member of any political party of his/her choice provided that he/she shall not:

(i) Be employed or hold office in any political party while still in the public service;

(ii) Be allowed to participate in political activities during working hours;

(iii) identify him/herself by dressing in his/her political party’s uniforms, medals, badges or any other identification during working hours and at the place of work;

(iv) Be allowed to utter any words which may embarrass the Government due to his political affiliation;

(v) Be partial while delivering service to the public because of his/her political affiliation;

(vi) Take part in political activities which can compromise or be seen to compromise his/her loyalty to Government activities;

(vii) express his/her views or comments related to his/her employment in the political meetings which he participates after working hours; and

(viii) Pass information or documents availed through his/her position in the service to his/her political party or any other political party.

(ix) He/she does not conduct his/her political activities in such a way that he/she becomes an embarrassment to the University; and

(x) He/she does not conduct party politics on campus or use bodies, meetings, etc. to promote specific politically oriented aims.

9.6.1 Action against Defaulting Staff

Disciplinary proceedings shall be instituted against a defaulting staff member.

9.7 Postings and Transfers

This part shall not apply to Management Staff. Every Senior Administrative Staff acknowledges that:

(i) From time to time the University may be impelled to transfer any such staff member to any other post within the University;
(ii) if the staff member will be required to serve in a lower capacity he/she shall suffer no loss of pay or benefits for the period; and

(iii) A staff member may be seconded to another public institution for some time as stipulated in the Government Standing Orders for the Public Service 2009.

9.8 Regulations and Staff Circulars
The provisions of this agreement, Regulations, and relevant staff circulars and other directions relating to university service as amended from time to time shall, save in so far as this agreement may provide to the contrary, apply to the officer's employment hereunder in the same manner as if such provisions were part of this agreement.

10.0 Covenants by the Employer

10.1 Official Nomination
Where a Management Staff other than the Vice Chancellor and Deputy Vice Chancellor or a Senior Administrative Staff member is nominated and accepts nomination as candidate for election of political party leadership or nominated for a full time position in the Central Government, he/she shall be permitted to go on leave until after the election/assignment. If such staff member is subsequently elected as a member of a political party or Central Government he/she may apply for secondment, leave without pay or exercise the option to resign without loss of benefits.

10.2 Training
The Council shall provide in-service training as required, and may instruct any staff member to undergo training for further development and growth.

10.3 Performance Appraisal and Promotion
(i) The performance of Management and Senior Administrative Staff members shall be evaluated on an annual basis, using staff evaluation criteria approved by the Council.

(ii) The Management and Senior Administrative Staff members who excel in their service to the University shall be recommended by their respective supervisors through the Appointments Committees for promotion, or financial or written commendation, or for various other honours awarded by the University as per guidelines approved by the Council. Commendations and honours shall be accompanied by monetary or material benefits awarded at a major University gathering/function.

10.4 Insurance Cover
(i) In the execution of their duties the members of staff are often subjected to risks and various hazards for which an insurance cover is necessary.

(ii) The University shall, at the time of appointment, inform the staff member of what insurance policies are taken jointly by the University and the employee in respect of which they are entitled to receive benefits. Details of such policies shall be available in the office of the DVC-PFA.
10.5 **Medical Scheme**
The Employer shall subscribe to a suitable, insurance-based medical scheme to which both the employer and the employee shall contribute to enable the employee and his/her dependants to receive treatment in line with the terms stipulated in the University Medical Scheme. However, where the employee desires to join a medical scheme other than that subscribed to by the employer to contribute thereto and such undertaking shall only be given if it does not place the employer to increased costs compared to those incurred under the subscribed scheme.

10.6 **Retirement Schemes**
The Employer shall subscribe to retirement schemes that carry the best benefits for the Staff member and shall keep the Staff member informed of any other best options available and which the Staff member might wish to subscribe to instead of those ran by the Employer.

10.7 **Assistance on death of member or dependant**
(i) In the event of a death of an ARU staff member, spouse, or a dependent child, the University shall bear the costs of the burial as follows:
   a) Coffin;
   b) Grave;
   c) Shroud;
   d) Wreath and decorations;
   e) Transport costs of the deceased from the point of death to the home place of the deceased or any other place as decided by the deceased prior to the occurrence of the death; and
   f) Mortuary expenses.
(ii) The funeral assistance specified under paragraph 10.7(i) above shall apply to the staff member’s spouse and children.
(iii) In the event of the death of a member of staff, the spouse, and/or dependent child shall be entitled to free passage and baggage from the University to their home at rates approved by Council from time to time.
(iv) On the death of the member of staff the bereaved will normally be required to vacate University accommodation within six months.
(v) When an Administrative Staff member's next of kin dies, the staff member may be granted compassionate leave of up to fourteen (14) days with pay. In the case of death of staff member’s husband or wife or child, the member may be given up to one month’s compassionate leave with pay. Approval of compassionate leave is entirely at the University’s discretion save that it shall not be unreasonably withheld. For this purpose, next of kin means the staff member’s spouse, child, mother and father.

11.0 **Procedure for submitting a Grievance**
A grievance is a formal complaint in writing raised by a staff member concerning the application of the terms and conditions of employment or the interpretation of any of the labour laws.
(i) The burden of proof of a grievance rests on the member of staff submitting the grievance.
(ii) The procedure to be followed in the case of a grievance is as set out in the Policy and Operational Procedures for Human Resources Management for the University.

12.0 Variations of Terms and Conditions in a Contract
Where the terms and conditions of a contract state otherwise, the laws of the United Republic of Tanzania and, University Regulations and Staff Circulars pertaining to variations of Terms and Conditions of Contracts shall apply.

13.0 Termination of Contract
13.1 Termination by Lapse
(i) At least six months prior to the lapse of a contract, the University shall inform the staff member on the recommendations of the HRM Committee as to renewal/extension or non-renewal/non-extension of the contract and that the staff member has the right to request for such information at a specified time;
(ii) Upon termination of a contract, the staff member shall be paid his/her gratuity and other terminal benefits.

13.2 Compulsory Resignation/Relinquishment of Appointment
(i) The University may require that a staff member resign/relinquish his/her appointment, when and if declared by duly qualified medical officer appointed by the University that he/she is incapable of rendering efficient services to the University because of infirmity of mind and/or body.

Termination of appointment under such conditions, entitles the staff member to a salary up to the date when resignation was tendered or the date when he/she was required to relinquish the position. The member of staff shall also be entitled to a salary in respect of leave standing to his/her credit on that date, plus gratuity and all other benefits.

(ii) A certificate signed by a duly qualified medical officer appointed by the University or a members of a duly constituted medical board also appointed by the University, shall be conclusive evidence on the question of whether or not the staff member was compelled to resign or relinquish his/her office by reason of ill health or infirmity within the meaning of the relevant paragraphs in this agreement.

(iii) If at any time a member of staff neglects or refuses or fails to comply with any order or misconducts himself/herself, the University may terminate the staff member; and under such termination, all the would be rights due to him/her according to the agreement shall cease.
13.3 **Right to Gratuity**
Except where a member of staff has been dismissed or has terminated this agreement, or on the completion or termination of this agreement, the member of staff shall be entitled to a gratuity at the rate of twenty-five percent (25%) for First contract or twenty-seven and a half percent (27.5%) for Second contract or thirty percent (30%) for Third and subsequent contracts of the total basic salary earned during the period of service subject to taxation laws of Tanzania. The amount due shall be paid to the member of staff notwithstanding any renewal of this agreement.

13.4 **Right to Passage**
(i) The entitlement to passages at the end of a contract shall be to the staff member’s place of domicile as declared on first appointment provided that the terms and conditions of service have been fully observed by the member.
(ii) If a staff member wishes to use his/her own motor vehicle for the return journey to his/her place of domicile, he/she may claim the cost of the journey by the most direct route based on the rates payable and as authorised by the University. The family of a staff member shall be expected to travel by the same mode of transport.
(iii) If the Staff member resigns before the expiration of his/her contract period (for reasons other than ill health as certified by a Medical Board appointed by the University), he/she shall be required to refund the University such portion of the cost of fares provided for him/her on first appointment. This clause is not applicable if the member of staff resigns during the probation period.

13.4.1 **Baggage Allowance**
Entitlement to baggage allowance shall be as provided for in Clause 6.2 of this contract.

14.0 **Disputes**
Any dispute arising from this contract in respect of the employer-employee relationship, (i.e. the University and the Staff member), shall be determined in accordance with the provisions of the enabling Order or Act or where the matter is not provided for there under in accordance with the applicable laws in the United Republic.
15. **Undertaking by Staff Member**

I …………………………………………………………………. have read and understood the terms and conditions of service referred to in this contract and agree to be employed by the University under these terms and conditions.

**SIGNED AND DELIVERED by:**

…………………………………………………………..

on this ………… Day of …………… 20 …………..

at Dar es Salaam.

**STAFF MEMBER**

**SIGNED and STAMPED on behalf of the**

ARDHI UNIVERSITY

By ………………………………………………………..

**DEPUTY VICE CHANCELLOR,**

**PLANNING, FINANCE AND ADMINISTRATION**

on this ………… day of …………… 20………….

at Dar es Salaam.

**DVC - PFA**
ANNEX 3.3 CONTRACT TERMS OF SERVICE FOR ADMINISTRATIVE AND TECHNICAL STAFF

AGREEMENT made the ........................day of ........................................ 20........ between the ARDHI UNIVERSITY (ARU) of P.O. Box 35176, Dar es Salaam hereinafter referred to as “the Employer” of the one part and ......................... “the Administrative and Technical Staff” of the other part.

1. Definitions and Interpretation
   (i) Definitions
       In this document the terms:

       “University” means the Ardhi University as established by Charter 2007 and the term University shall be used interchangeably with the term “Employer”.

       “The University Council” means the Council of the University established under Article 18 of the Ardhi University Charter, 2007.

       “Contract term” means a contract for:
           a) An unspecified period of time (permanent and pensionable);
           b) A specified period of time; or
           c) A specific task

       In accordance with section 14 of the Employment and Labour Relations Act No. 6 of 2004. The contract term is terminable upon the expiry of the contract period unless extended at the option of the Employer

       “Permanent and pensionable” means a long-term contract of employment for administrative and technical staff subject to termination upon retirement in accordance with the laws of the United Republic.

       “Administrative staff” means officers of the university employed on contract but who are not of the academic or technical staff.

       “Technical Staff” means an individual on the staff of the University who renders services of a technical support nature to the academic and non-academic business of the university, in teaching, research, consulting laboratories/workshops and other units of the University.

   (ii) Interpretation
       The interpretation of the contents of this document shall rest with the Vice Chancellor subject to the right of appeal to the committee currently responsible for staff appointment (Appointments Committee) and thereafter to the Council whose decision shall be final.

2. Basic Undertakings by Staff Member
   The staff member being desirous to accept the offer of employment by the University declares that-
2.1 She/he has willingly exercised his/her freedom to accept the offer of employment by the University.
2.2 She/he is unreservedly committed to the discharge of duties described in his/her job description as may be amended from time to time by the appointing authority, efficiently, faithfully and diligently.
2.3 She/he shall be loyal to the university at all times during the duration of his/her employment.

3. Offer of Appointment
3.1 The staff member has been offered and has agreed to take up appointment as……………………………………………………..on permanent and pensionable/fixed terms for a period of…………… years on contract terms from the………………… day of 20……….
3.2 The starting salary of Technical Staff member shall be paid in Tshs in the amount of Tshs……………………… per month in the scale fixed/rising at the rate of……………………….. per month as shown in the current salary scales in force set out in Appendix 1 to this contract.
3.3 The Technical Staff member shall start drawing his/her first salary of …………………… per month in the ……………….. scale with effect from the day of ……..……… 20………
3.4 The staff member’s salary increments where applicable shall be reckoned as starting from the first day of …………………………… in each year. The incremental date shall be 1st January for all staffs who take up their appointments between January and June and 1st July for all who take up their appointment between July and December.
3.5 The staff member shall be entitled to such additional benefits as the Council may determine from time to time.
3.6 The staff member shall be paid his/her monthly salary plus any benefits by the end of each month.

4. Duties and Responsibilities
The duties and responsibilities of any staff member shall be as specified in the job description of the schemes of service for the respective jobs.

5. Basic Terms upon Acceptance or Offer
By agreeing and accepting to be employed by the University staff member shall without fail fulfil the following conditions precedent to confirmation of appointment and thereafter.

5.1 Medical Examination
In the case of first appointment the appointment is conditional on the staff member undergoing a full medical examination, including a chest and any other X-ray and laboratory tests to be conducted by a qualified medical practitioner nominated by the University.
5.2 Probation
(i) The staff member shall serve the Employer under a probation period of twelve calendar months.
(ii) Upon completion of the probation period the immediate supervisor of such staff member will submit a written report to the DVC-PFA on the performance of the concerned staff member and either recommend his/her confirmation; recommend the extension of the staff members’ probation period or recommend his/her termination for unsatisfactory performance. During the probation period the staff member shall have at least two meetings with his/her immediate supervisor to discuss his/her progress.
(iii) Upon successful completion of his/her probation period the staff member shall be entitled to a letter of confirmation of appointment.

6. Facilitation on Taking-up Appointment
6.1 Entitlement to Passage
(i) A staff member on first appointment shall be entitled to transport for himself/herself and his/her family, from his/her place of recruitment to the University Campus.
(ii) On first appointment, passage shall be paid to the staff member, spouse and up to four (4) dependent children who are not over the age of eighteen (18) years on condition that the staff member furnishes the University with the relevant documents such as marriage certificate and/or birth certificates in respect of dependent children.
(iii) On first appointment the staff member shall be required to declare his/her place of domicile and his/her home town which shall be the basis for determining his/her passages when he/she proceeds on leave or on termination.

6.2 Baggage Allowance
(i) A staff member shall be entitled to baggage allowance for transportation of personal effects on appointment and on termination.
(ii) All baggage allowance requests must be made within twelve (12) months of the appointment. The University reserves the right to determine the means of transportation and appoint a clearing agency to handle the employee’s baggage both at the time of the member’s appointment and termination.
(iii) The baggage allowance rates applicable to a Technical Staff shall be announced by the DVC-PFA from time to time.

6.3 Subsistence Allowance on Arrival on First Appointment
A newly appointed staff member shall be paid subsistence allowance as provided for by section L.6 of the Government Standing Orders, 2009.

7. Special Privileges
The Employer shall from time to time review special privileges to be extended to staff member and in line with changing policies of the University.

8. Entitlement to Leave
8.1 Annual Leave
(i) Any staff member shall be entitled to twenty eight (28) days annual leave subject to the following:
(a) An application for leave shall be submitted in triplicate, through Heads of Department to the DVC-PFA one month in advance.

(b) The staff member shall normally proceed on full leave during the long vacation periods or piecemeal during short vacations with the approval of the DVC-PFA.

c) No staff member shall proceed on leave until he/she has received back one copy of his/her application form, indicating that the leave has been approved.

d) No staff member shall be granted leave before completing eight (8) months service from the date of his/her first appointment without the written permission of DVC-PFA.

(e) A staff member shall not accumulate leave that exceeds 56 days. It shall be the duty of; first, the member of staff to take his/her leave when it is due, and second, that of the Head of Department to remind the member of staff to take up his/her accumulated leave.

(f) A staff member who is unable to proceed on leave during the long vacation due to University duties shall apply to the DVC-PFA through his/her immediate supervisor for permission to accumulate more than 56 days.

(ii) In respect of every such approved leave, a member of staff shall be entitled to transport in the form of cash grant for himself/herself, his/her spouse and up to four dependent children who are not over the age of eighteen (18) years, to his/her place of domicile once every two years.

(iii) Passages or transportation costs shall be the cheapest or economy rate for the applicable period by the most direct route to and from his/her recognized place of domicile as defined in his/her letter of appointment.

8.2 Maternity /Paternity Leave

(i) A female staff member who has been in continuous employment with the University for at least eight (8) months shall be granted, on production of a medical certificate issued by a recognized medical practitioner, maternity leave of 84 days on full pay or 100 days paid maternity leave if the employee gives birth to more than one child at the same time.

(ii) Maternity leave may commence at any time from four weeks before the expected date of confinement.

(iii) Maternity leave shall not be counted against the female staff member’s entitlement for sick leave or annual leave. A member intending to claim maternity leave shall give notice to the employer of her intention to take maternity leave at least 3 months before the expected date of birth.

(iv) Paternity leave of five (5) days shall be granted to an employee who is the biological official father of a child if the leave is taken within seven (7) days of the birth of a child.

8.3 Study Leave

(i) The Study Leave may be of any duration as the DVC-PFA may determine and subject to such conditions as the Council may prescribe.

(ii) Study Leave shall only be granted by the DVC-PFA and Administration on the basis of the needs of the University and in the interests of staff development.

(iii) Study Leave shall be granted on full pay.
Applications for Study Leave shall set out in detail the nature of professional programmes proposed, the duration of leave requested, the venue of the leave, the sponsor of the programme if any, the financial sponsorship granted by the sponsor, and the financial assistance sought from the University.

A staff member must report back for duty after the expiry of his/her study leave. If for any reasons one cannot report back for duty at the expiry of one’s leave, the staff member must apply for extension well in advance. The application for extension of study leave shall be directed to the appropriate DVC through the immediate supervisor.

Where a member of staff is due to attend a long course outside the country, he/she may utilize his/her normal leave entitlement before and/or on his/her return.

8.4 Sabbatical Leave

(i) The University considers that in the interest of both the University and members of its staff, it is desirable that members of staff on permanent and pensionable terms should be released from their normal duties at intervals during their career to undertake academic projects such as developing manuals, writing books, research, and enriching their experience in their fields of specialization.

(ii) Sabbatical leave of up to a maximum of twelve months may be granted to Administrative/Technical Staff members with Professional Qualifications, Masters Degree or PhD, on permanent and pensionable terms only after completion of four years continuous service with the University from the date of appointment or since return from sabbatical leave or study leave or leave of absence. The DVC-PFA will determine when such leave may be taken.

(iii) Sabbatical leave shall be granted on full pay.

(iv) Applications for Sabbatical Leave shall set out in detail the nature of professional activities proposed, the duration of leave requested, the venue of the leave, the sponsor of the sabbatical leave if any, the financial sponsorship granted by the sponsor, and the financial assistance sought from the University.

(v) A staff member must report back for duty after the expiry of his/her sabbatical leave. If for any reasons he/she cannot report back for duty at the expiry of a sabbatical leave, such staff member must apply for extension well in advance. The application to extend the period of sabbatical leave shall be directed to the DVC-PFA through the immediate supervisor.

8.5 Sick Leave

(i) Sick leave shall be granted only on production of a medical from an approved medical practitioner.

(ii) A member of staff shall be entitled leave of 126 days in any leave cycle to as sick culminated as follows: 65 days with full pay and a further 63 days on half pay.

(iii) Thereafter, if the employee does not recapitulate and report back on duty, the University shall appoint a Medical Board to examine the issue and its decision shall be final. The staff member may exercise the right to nominate a registered medical practitioner as a member to the Medical Board. The fees of the medical practitioner so nominated shall be paid by the University.
Based on the recommendations of a medical practitioner, the VC may grant a convalescent leave to a staff member for recuperative purposes immediately following any sick leave.

8.6 Special Leave
The DVC-PFA may at his discretion grant Special Leave for any purpose (e.g. sporting events, attendance at professional conferences not covered by the categories of leave set out above). In granting such Leave, the DVC-PFA shall take into account the impact of the absence from work of the member of staff, the frequency of such absences by the member of staff, and the effect of such absences on his/her University work.

8.7 Compassionate Leave
When a staff member's next of kin dies, the staff member may be granted compassionate leave of up to fourteen (14) days with pay. In the case of death of staff member’s husband or wife or child, the member may be given up to one month’s compassionate leave with pay. Approval of compassionate leave is entirely at the University’s discretion save that it shall not be unreasonably withheld. For this purpose, next of kin means the staff member’s spouse, child, mother and father.

9. Covenants by Staff Member
Every staff member hereby covenants with the Employer as follows:

9.1 Responsibility Over University Property
(a) Every staff member shall be held responsible within reasonable bounds for all equipment, tools and other property of the University in their charge on account of their office.
(b) When the University suffers any pecuniary or physical damage to property as a result of negligence or non-compliance by the Staff member of any order, instruction or direction given to him/her by the University authorities, or as a result of any neglect of duty whatsoever on his/her part, the University may require the Staff member to make good such loss or damage or any part thereof and may recover such loss (or such part of the loss thereof) by withholding such portion of his/her salary every month as the University may decide until the officer’s liability is fully discharged.

9.2 Contract Binding During Leave
The staff member shall while on leave of whatever category, be subject to the terms and conditions laid out in this contract, the provisions of any law, regulations, and statutes for the time being in force and applicable to persons in the employment of the University and the provisions of any staff circulars and other directives for the time being in force, as if his/her period of employment had not expired.

9.3 Declaration of Gifts, Bonuses, Commissions and Rewards
A staff member must obtain permission from the Vice Chancellor to retain a gift, bonus, commission or reward offered to him/her by reason of his/her post in the service of the University.
9.4 **Observance of Confidentiality**
No staff member may disclose contents of University records (confidential or classified information) to any person or persons (including the public, media, or to a fellow staff member who is not authorized to receive, such information) except to a person authorized by the Vice Chancellor.

9.5 **Participation in Politics**
An Administrative or Technical staff member may participate in politics and be a member of any political party of his/her choice provided that he/she shall not:

(i) Be employed or hold office in any political party while still in the public service;
(ii) Be allowed to participate in political activities during working hours;
(iii) Identify him/herself by dressing in his/her political party’s uniforms, medals, badges or any other identification during working hours and at the place of work;
(iv) Be allowed to utter any words which may embarrass the Government due to his/her political affiliation;
(v) Be partial while delivering service to the public because of his/her political affiliation;
(vi) Take part in political activities which can compromise or be seen to compromise his loyalty to Government activities;
(vii) Express his/her views or comments related to his employment in the political meetings which he participates after working hours; and
(viii) Pass information or documents availed through his position in the service to his political party or any other political party.
(ix) He/she does not conduct his/her political activities in such a way that he/she becomes an embarrassment to the University; and
(x) He/she does not conduct party politics on campus or use bodies, meetings, etc. to promote specific politically oriented aims.

9.5.1 **Action against Defaulting Staff**
Disciplinary proceedings shall be instituted against a defaulting staff member.

9.6 **Postings and Transfers**
Every staff member acknowledges that:

(i) From time to time the University may be impelled to transfer any such staff member to any other post within the University.
(ii) If the Staff member will be required to serve in a lower capacity he/she shall suffer no loss of pay or benefits for the period.
(iii) A technical staff member may be seconded to another public institution for a period of time as stipulated in the Government Standing Orders for the Public Service 2009.

9.7 **Regulations and Staff Circulars**
The provisions of this agreement, Regulations, and relevant staff circulars and other directions relating to University service as amended from time to time shall, save in so far as this agreement may provide to the contrary, apply to the officer's employment hereunder in the same manner as if such provisions were part of this agreement.
10. Covenants by the Employer

10.1 Official Nomination
Where a staff member is nominated and accepts nomination as candidate for election of political party leadership or nominated for a full time position in the Central Government, he/she will be permitted to go on leave until after the election/assignment. If such staff member is subsequently elected as a member of a political party or Central Government he/she shall be deemed to have automatically resigned with effect from the date of which he/she is elected.

10.2 Training
The University shall provide in-service training as required, and may instruct any staff member to undergo training for further development and growth.

10.3 Performance Appraisal and Promotion
(i) The performance of all staff members shall be evaluated on an annual basis, using staff evaluation criteria approved by the Council.
(ii) Staff members who excel in their service to the University will be recommended by their respective supervisors through the Appointments Committees for promotion, or financial or written commendation, or for various other honours awarded by the University as per guidelines approved by the Council. Commendations and honours shall be accompanied by monetary or material benefits awarded at a major University gathering/function.

10.4 Insurance Cover
(i) In the execution of their duties the staff members are often subjected to risks and various hazards for which an insurance cover is necessary.
(ii) The University shall, at the time of appointment, inform the staff member of what insurance policies are taken jointly by the University and the employee in respect of which they are entitled to receive benefits. Details of such policies shall be available in the office of the DVC-PFA.

10.5 Medical Scheme
The Employer shall subscribe to a suitable, insurance-based medical scheme to which both the employer and the employee shall contribute to enable the employee and his/her dependants to receive treatment in line with the terms stipulated in the University Medical Scheme. However, where the employee desires to join a medical scheme other than that subscribed to by the employer to contribute thereto and such undertaking shall only be given if it does not place the employer to increased costs compared to those incurred under the subscribed scheme.

10.6 Retirement Schemes
The University shall subscribe to retirement schemes that carry the best benefits for the staff member and shall keep the staff member informed of any other best options available and which the staff member might wish to subscribe to instead of those contracted by the Employer.

10.7 Assistance on death of member or dependant
(i) The following funeral assistance of the burial of a deceased staff member (excluding a staff member on temporary or daily paid terms) shall be borne by the University:
   a) Coffin;
   b) Grave;
   c) Shroud;
   d) Wreath and decorations; and
   e) Transport costs of the deceased staff member from the point of death to the home place of the deceased or any other place as decided by the deceased prior to the occurrence of death.

(ii) The funeral assistance specified under paragraph 10.7(i) above shall apply to the staff member’s spouse and children.

(iii) In the event of the death of a staff member, his/her spouse and dependent children shall be entitled to free passage and baggage from the University to their home at rates determined by the Council from time to time.

(iv) A staff member of any category who attends burial of a next of kin may be granted fourteen days leave. Such leave shall be on full pay and shall not count against ordinary leave entitlement; it shall however, carry no entitlement to transport privileges or allowance. For this purpose, next of kin means the staff member’s spouse, child, mother and father.

(v) Following a death of a member of staff, the bereaved will normally be required to vacate University accommodation within six months.

10.8 Protective Gear
(i) Staff members working in hazardous areas shall be entitled to uniforms, tools and/or protective gear or special diet paid for by the University.

(ii) Members of staff who receive uniforms, tools, and/or protective gear shall be responsible for their safe and clean custody on terms laid down by the University and announced by the DVC-PFA from time to time.

11. Grievance Procedure
A grievance is a formal complaint in writing raised by a staff member concerning the application of the terms and conditions of employment or the interpretation of any labour law.

(i) The burden of proof in grievance cases rests with the member of staff submitting the grievance.

(ii) The procedure to be followed in the case of a grievance procedure is set out in this version of the Policy and Operational Procedures for Human Resources Management for ARU.

12. Variation of Terms and Conditions
The law applicable to variation of contracts in the United Republic shall apply where the terms and conditions of this contract state otherwise. Provided that variations resulting from the undertaking by a staff member to respect University Regulations and Staff Circulars shall be binding upon the staff member and these shall not affect the fundamental terms and conditions of this contract.
13. Termination of Contract

13.1 Termination by Lapse

(i) At least six months prior to the lapse of the contract, a staff member shall be informed by the University, on the recommendation of the Appointments Committee as to renewal/extension or non-renewal/non-extension of the contract and the staff member has the right to request for such information at the time specified.

(ii) Upon extension of a contract, a staff member shall be paid his/her gratuity and other benefits calculated at the existing contract rate.

13.2 Compulsory Resignation/Relinquishment of Appointment

(i) The University may require that a staff member resign and relinquish his/her appointment, if and when declared by a duly qualified medical officer appointed by the University that he/she is incapable of rendering efficient service to the university because of infirmity of mind and/or body. Termination of appointment under such conditions, entitles the staff member to a salary up to the date when resignation was tendered or the date when he/she was required to relinquish the position. The member of staff shall also be entitled to a salary in respect of leave standing to his/her credit on that date, plus gratuity and all other benefits.

(ii) A certificate signed by a duly qualified medical officer appointed by the University or the members of a duly constituted medical board appointed by the University shall be conclusive evidence on the question of whether or not the member of staff was compelled to resign or relinquish his/her office, as the case may be, by reason of ill health or infirmity within the meaning of the relevant paragraphs in this agreement.

(iii) If at any time a member of staff neglects or refuses or fails to comply with any order, or misconducts himself/herself the University may dismiss him or her and on such termination all rights and advantages reserved to him/her by this agreement shall cease.

13.3 Right to Gratuity

Except where a member of staff has been dismissed or has terminated this agreement, or on the completion or termination of this agreement, the member of staff shall be entitled to a gratuity at the rate of twenty-five percent (25%) for First contract or twenty-seven and a half percent (27.5%) for Second contract or thirty percent (30%) for Third and subsequent contracts of the total basic salary earned during the period of service subject to taxation laws of Tanzania. The amount due shall be paid to the member of staff notwithstanding any renewal of this agreement.

13.4 Right to Passage

(i) The entitlement to passages at the end of contract shall be to the staff member’s place of domicile as declared on first appointment provided that the terms and conditions of service have been fully observed by the member.

(ii) If the staff member wishes to use his/her motor vehicle for the journey back to his/her place of domicile he/she may claim the cost of the journey by the most direct route, at the University kilometre rates, after obtaining authorization from the University. Family members of the staff shall be expected to travel by using the same mode of transport.
(iii) If a staff member resigns before the expiration of his/her contract (for reasons other than ill health as certified by a Medical Board appointed by the University), he/she shall be required to refund the University 75% of the cost of fares provided to him/her on first appointment. This clause is also applicable if the member of staff resigns during the probation period.

13.5 Baggage Allowance

Entitlement to baggage allowance shall be as provided for in Section 6.2 of this contract.

14. Disputes

Any dispute between the employer and the employee (i.e. the University and the staff member) arising from the contract shall be dealt in accordance with the provisions of relevant laws and regulations.

15. Undertaking by Staff Member

I…………………………………………………………………….. have read and understood the terms and conditions of service referred to in this contract and agree to be employed by the University under these terms and conditions.

SIGNED AND DELIVERED by:

……………………………………………………. ]

on this ……… Day of …………. 20 …….

at Dar es Salaam.

SIGNED and STAMPED on behalf of the
ARDHI UNIVERSITY

By ……………………………………………………... ]

DEPUTY VICE CHANCELLOR,
PLANNING, FINANCE AND ADMINISTRATION ]

on this ……… day of …………. 20………..

at Dar es Salaam.

DVC - PFA