

Human Resource Manual

Transparency International Zambia



Declaration

This document shall govern the Human Resource Procedures of Transparency International Zambia, effective this.....day of..... in the year.....and will remain in force until such time that the Board of Directors advise otherwise.

Signed:.....

**Priscilla C. Chansa
Chapter President**

Signed:.....

**Martha Sikasula
Chairperson Staff, Members and Welfare Committee**

Signed:.....

**Mr. Maurice K. Nyambe
Executive Director**

November 2024

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CONTEXTUAL SETTING

This Human Resources Manual comprises the general terms of employment and conditions of service in respect of Transparency International Zambia (TI-Z)'s employees. However, more specific terms and conditions of service are set out in the Employment Contract. Where there is a conflict between this Manual and the Employment Contract, the provisions in the Employment Contract shall prevail.

The purpose of the policies contained in this Manual is to provide clarity, consistency and a user-friendly resource for employees. TI-Z commits itself to providing its staff with supportive human resource policies and procedures. The set of policies and procedures contained in this Manual are designed to assist the organisation to achieve this. Because TI-Z evolves as an organisation, the responsibility for implementing these policies and procedures may change. However, the policies and procedures themselves can only be altered with the written approval of the TI-Z Board.

This Manual should be readily available to all employees through their immediate Supervisors. All holders of this Manual are reminded that it is a confidential document, which should be kept securely at all times. Where an employee seeks clarification, it is advisable to do so through the immediate supervisor.

In the event that a policy or procedure contained in this Manual does not comply with current labour law, the law will take precedence.

AUTHORITIES

The Schedule of Authorities establishes the level of approval required for all Human Resources matters as covered by this Manual. All changes to Human Resources Policies require the approvals as per Schedule of Authorities below:

- The Board
- Executive Director (ED)
- Finance and Administration Manager (FAM) and Programmes Manager (PM)

DEFINITIONS

Basic pay-shall mean the standard rate of pay before additional payments such as allowances and bonuses for a period not exceeding one month

Casual Employee – shall mean any employee whose terms of employment provide for the payment of wages at the end of each day and engaged for a period not more than three (3) months.

Contract Employee - shall mean any employee engaged on a full –time basis for a pre-determined period of time under a written contract of employment.

Dependent Children- shall mean an employee’s registered biological children, and /or any legally adopted children under the age of eighteen (18) years, up to the maximum of four (4).

Employee-means a person who, in return for wages, or commission, enters into a contract of employment and includes a casual employee and a person employed under a contract of apprenticeship made in accordance with the Apprenticeship Act, but does not include an independent contractor or a person engaged to perform piece work.

Employment Year – shall mean a period of 12 consecutive months ending on the anniversary of date of commencement of employment.

Established Position – shall mean a post authorised as being in the establishment.

Executive Director – shall mean the Chief Executive Officer of TI-Z and Head of Secretariat.

Fringe Benefits – Shall mean any additional benefits provided by TI-Z to supplement the employee’s regular salary

Gratuity- shall mean a payment made to an employee in respect of a person’s service on the expiry of a long-term contract of employment based on basic pay earnings that have accrued to the employee during the term of service.

Human Resource Policies, procedures and general conditions of services - shall mean those laid down in this document.

Immediate family- shall mean a spouse, child/children, parent, guardian, sibling, grandparent, parents in-law or dependent (s) of an employee.

Independent contractor -An independent contractor normally carries out work for more than one company or organization at the same time. They provide a service and not labour and are paid for their services upon completion of the project/work.

Intern/Visiting Researcher - These are students looking to gain work experience during the course of their studies. Appointments of these are usually made on a voluntary basis.

Management – shall mean the TI-Z Executive Director, Finance and Administration Manager and Programmes Manager.

Member – shall mean a person registered with TI-Z in accordance with the Articles of Association.

Month – shall mean calendar month.

Organisation means Transparency International Zambia

Part – Time Employee- Individuals whose services TI-Z may require from time to time on a short term basis. These include Community Animators.

Probation Period – shall mean any period in which an employee shall be assessed for his /her suitability in the job on appointment, promotion or transfer. The standard period for probation will be three months, but this can be extended where Management deems it necessary to do so.

Salary – shall mean such remuneration as may from time to time be agreed upon between TI-Z and the employee as basic pay in accordance with the existing Human Resource Policies, procedures and conditions of service.

Service- in relation to an employee means the period which shall have elapsed since the date of first engagement to the last day of paid service and shall include any probationary period.

Spouse- shall mean only one of the employee's registered husband or wife.

The Board – shall mean the Board of Directors of TI-Z as laid down in the Constitution of TI-Z.

TI-Z means Transparency International- Zambia as defined in the Constitution, and is the employer.

Vacant Position – shall mean an established post which is not filled.

Volunteer – shall mean a person providing service to TI-Z or on behalf of TI-Z on an honorary basis.

SECTION A – VISION, MISSION, GOALS AND VALUES OF TI-Z

TI-Z is the local chapter of the global civil society organization called Transparency International, which is dedicated to the fight against corruption and the promotion of transparency and accountability in the discharge of public functions.

Vision - A Zambia anchored on citizens and institutions of integrity

Mission - A leading anticorruption crusader contributing to the development of a Zambian society based on a culture of transparency and accountability through the promotion of good governance and zero tolerance to corruption.

Organisational Values

The principle values of the organisation will remain the most important component in the work of TI-Z and help distinguish the organization from other actors involved in fighting corruption.

- **Democratic** - TI-Z is and will be respectful and accommodative of different views of individuals and various sectors of society.
- **Non-Partisan** - TI-Z will not align itself to any one particular grouping.
- **Transparency** - TI-Z will adhere to the principles of transparency in its dealings whether procedural or administrative.
- **Accountability** - TI-Z will embrace the culture of responsibility for actions and statements it makes.
- **Ethical/Professional** - TI-Z will uphold high ethical and Professional standards
- **Integrity/Honesty** - TI-Z will promote honesty and Integrity at both individual and institutional levels.
- **Teamwork** - TI-Z will adopt a culture of working together to achieve common goals
- **Dynamic and Innovative** - TI-Z will in its work strive to be dynamic and innovative. Education, advocacy, research and capacity building will be adopted as key components of TI-Z's work.

SECTION B - GENERAL TERMS AND CONDITIONS

1. Establishment

1.1. Policy Statement

The Establishment indicates the organisational structure and size of TI-Z by showing the total number of positions authorised for employees engaged on fixed term contract capacity.

1.2. Purpose

The aim of the establishment is to determine the human resources required for TI-Z to carry out its operations effectively and efficiently and optimise performance to achieve organisational goals. The Establishment is determined by Management and approved by the Board.

1.3. Maintenance and Amendments

An up-to-date list of all established positions, including levels or grades and updated organogram will be maintained. Any amendments or changes to levels, Establishment, and organogram shall not be made without approval of the Board.

1.4. Vacancies within the Establishment

Where vacancies occur in the establishment, these will be filled through an open and competitive recruitment process. Section C provides more information on this.

1.5. Types of Appointments

The appointment of all staff will be on contract basis. The organisation will appoint interns, visiting researchers, and independent contractors, on a contractual, part-time or temporary basis. All appointments must be authorised by the Executive Director in consultation with the Board.

1.5.1. Long Term Contract Staff

The Executive Director will issue an official Letter of Appointment¹ to all Long Term Contract Staff, outlining their conditions of service, length of contract, salary, and title and job description for the position.

1.5.2. Contract and Part-Time Staff

These will be employed to fill a temporary vacancy or to meet the needs of a particular project according to its funding cycle.

1.5.3. Part-Time Employment

From time to time, TI-Z may require the services of individuals for a short time or for less than the standard hours of work. These include Community Animators. Part-time employees, however, are not entitled to all the TI-Z benefits and conditions of service that are applicable to long term contract staff.

Part-time employees will be appointed by the Executive Director, using the standard Part-time Employment contract and will also be required to complete the Personal Information Form.

1.5.4. Independent Contractors

TI-Z may contract outside individuals or companies to carry out a specific task or supply a particular product, and these will be treated as independent contractors. A contractor carrying out an independent trade provides a service and not labour.

1.5.5. Visiting Researcher / Interns

These appointments are usually made on a voluntary basis, although in some cases, especially with interns, travel costs and cost of living allowance may be paid.

These appointments are made by Programme Officers, authorised by the Programmes Manager and approved by the Executive Director. The Programme Officers are responsible for the induction, supervision and mentoring of the interns. Researchers and Interns should be encouraged to become involved in TI-Z activities and TI-Z staff members should be encouraged to share their experiences with them.

¹ See sample in Annex 2.9

2. Hours of Work

2.1. Purpose

To regulate the hours of work and align with the statutory requirements.

2.2. Policy Rules

The maximum normal hours of work are Thirty-Seven (37) hours each week, excluding lunch hour. Times for starting and stopping work are arranged to suit operational requirements, and can only be changed with the written approval of the TI-Z Board.

2.3. Core Hours

Notwithstanding the requirement for employees to work their contractual obligation of Thirty Seven (37) hours per week, core hours are set out as follows:

	Morning	Afternoon Session
<i>Monday to Thursday:</i>	08:00hrs to 13:00 hrs	14:00hrs to 17:00 hrs
<i>Friday:</i>	08:00hrs to 13:00hrs (Half Day)	
<i>Lunch:</i>	13:00 to 14:00 from Monday to Thursday	

All Public Holidays and Weekends shall be observed as per Government gazette. All staff are to be in their offices at the stated times and shall be expected to notify their supervisors when out of office for any reason.

2.4. Emergency Work

Employees shall be required to work beyond the maximum normal hours in case of an emergency. Emergency work means, inter alia, any work which, owing to fire, storm, epidemic, act of violence or other unforeseen circumstance, shall be done without delay.

2.5. Overtime

Due to the nature of work at TI-Z, a staff member may be required to work outside of normal stipulated office hours or to work over the weekend. Staff other than Management are allowed to claim overtime.

For all overtime hours worked in excess of normal working hours (37 hours) in a week (Monday to Friday), a rate of one and a half times payment shall be given **with prior**

authority from the Executive Director or compensation time off equivalent to overtime worked. No more than 5 days overtime may be accumulated.

All overtime hours worked on Saturday, Sunday and Public holidays at a rate of two (2) times payment shall be by prior authority of the Supervising Manager and approved by Executive Director. Alternatively, compensatory days or time off shall be given for all hours worked in excess of Thirty-Seven (37) hours per week on Saturdays, Sundays and Public Holidays.

A documented and appropriately signed record of each employee's attendance as well as overtime should be maintained. Approval for overtime shall be handled through the use of the Overtime Requisition Form.²

² See sample in Annex 2.2

SECTION C – RECRUITMENT, PERFORMANCE MANAGEMENT AND STAFF DEVELOPMENT

1. Recruitment

1.1. Policy Statement

To ensure that the organisation recruits and retains the most competent and suitably qualified employee for every position, TI-Z shall ensure a recruitment and selection process that is transparent, providing confidence that jobs are filled on merit. Recruitment based on merit, interview and selection processes must include behaviours that demonstrate an open acknowledgement and valuing of qualified and skilled candidates.

1.2. Vacant Position, Job Description and Recruitment Requisition

When a position becomes vacant or a new position is created, the first step is for the Supervising Officer, together with the Finance and Administration Manager, to review the job description to make sure the job content and specification are in line with the needs of the organisation. Finance and Administration Manager shall ensure that the vacant position has an updated job description before approval by the Executive Director through an Employment Requisition Form, which serves as a formal request to recruit.

1.3. Recruitment Process and Procedures

All positions available within TI-Z must be advertised internally and nationally, allowing staff to also be aware of positions available so that they may apply should they wish to.

- **The closing date** for applications shall be two weeks after the advertisement has gone out. The advertisement shall specify where applications should be sent to.
- **Vacancies that occur in TI-Z** are open to all category of staff.
- **External Recruitment:** If no suitable internal candidates can be identified, recruitment of external candidates should be done in such a way as to attract the most qualified job applicants.
- For each vacancy, the most suitable recruitment strategy will be established based on budgetary and other factors.

1.3.1. Methods of Recruitment:

- **Advertisements** in newspapers and online media should be placed so as to reach as broad a group as possible. Subject to cost constraints, advertisements should be placed in more than one newspaper or online media outlet.
- In exceptional circumstances as may be recommended by Management to the Staff and Members's Welfare Committee and approved by the Board, vacancies may also be filled via **headhunting** for qualified applicants. However, this should not be the norm and must not replace advertising to as wide a group as possible.
- Where deemed necessary, **recruitment agencies** may be used.

1.3.2. Selection

- A selection panel, appointed by the Executive Director will consist of at least three people.
- Selection panels should be a diverse group and, if possible, an external person should be invited to sit on the panel. This is necessary to avoid an unconscious bias, which may result in the selectors seeing the greatest potential in those similar to themselves.
- The selection panel should be made aware of TI-Z's aim to appoint suitable qualified applications. No applicant may be discriminated against on the grounds of, among other things, race, sex, sexual orientation, religion, pregnancy, marital status or family responsibility.
- The decision of the selection panel will be final.

1.3.3. Selection Criteria

- Competencies.
- Knowledge and Skills
- Experience in related field or activities
- Qualifications and potential.

1.3.4. Interview Process and Procedures

- Before the interview, copies of the applications will be distributed to the selection panel, and a meeting for the panel to prepare should be convened prior to the interviews.

1.3.5. Competency - Based Interviews

- Competency-based interviews are structured to evaluate the candidates' competencies, skills, experience and qualifications including work behaviour relevant and consistent with the competency requirements. They also enable the selection panel to probe further into details that were not supplied sufficiently in the application.
- Interviews also give the applicant an opportunity to ask for clarity or additional information on issues that might not have been clear in the advertisement. Lastly, they provide the applicant with more information on the selection process and requirements to qualify for the appointment.

1.3.6. Selection after Interviews

- Final selection or placement decision is made in conjunction with the panel to ensure that the role passes through the assurance test.
- For all positions other than that of Executive Director, Secretariat shall prepare an interview report with a recommendation to the Staff and Members Welfare Committee, and/or whether a final interview is deemed necessary.
- Where necessary, a final interview, whose panel will be constituted by the Executive, may be arranged.
- For the Executive Director position, the interview report will be written by the Chairperson of the Staff and Members Welfare Committee and the recommendation will be made to the Board. Where a necessary, a final interview, whose panel will be constituted by the Chapter President, may be arranged.

1.3.7. Making the Job Offer and Feedback

Secretariat shall send the offer to the successful candidate and feedback to unsuccessful candidate(s) by phone, email or in person. The time frame for doing this may vary depending on the job or circumstances.

1.3.8. Post-Interview Process

Upon conclusion of the interview, the following steps should be completed as part of the recruitment process:

(i) References

Before any employee is engaged, references of the provisionally selected candidate must be cross-checked with two independent parties / persons on character and capability (with prior permission being obtained from the candidate in the case of information being solicited from current employer).

In case of Drivers or staff whose job requires driving, the following are the additional requirements:

- Drivers' Licence - check validity and endorsements.
- Road driving test.
- Police Clearance Report and Finger Prints., where deemed necessary

(ii) Medical Examinations

All candidates must undergo a medical examinations at a recognised Medical institution selected by the organisation, prior to engagement.

The purpose of the medical examination is not to deny a person employment solely because of a physical disability or illness, but to ensure that the person and the job are compatible. Thus, the findings of the medical assessment must be weighed against the requirements of each particular job and a decision made in that context.

(iii) Interviewing Expenses

Where a prospective candidate has to travel out of town to attend an interview, the Organisation shall reimburse either the cost of a return ticket by road or any other cheaper means from their domicile to the place of the interview and back.

1.3.9. Factors Excluding Candidates from Employment

- Candidates who have previously been convicted of a criminal offence or who would bring the image of the organisation into disrepute if engaged are automatically disqualified from being considered for employment by the organisation.
- Candidates previously dismissed by the organisation shall not be considered for any future vacancies.

1.3.10. Placement

- Once a candidate has successfully gone through the selection process as described, a Letter of Appointment and Employment Contract shall be prepared and given to the prospective employee. This shall highlight the terms and conditions of offer. For the employment offer to be considered binding, the prospective employee must endorse it to signify their acceptance of the offer and return all copies to the Executive Director within a week of the offer being made.
- The copies of the appointment letter and employment contract shall be given to the employee on the day he/she starts work.

2. Employee Orientation and Induction

Every employee who joins the organisation shall go through an orientation and induction programme designed to help them have a smooth transition into the organisation. It also facilitates effectiveness of the job holder to be aware of the business environment. Induction into the job shall be done by the employing department and shall cover the following, among others:

- Details of the job and related aspects e.g. day to day routines, content and context of work;
- Technical aspects e.g. utilisation of equipment;
- Structure of the organisation;
- Culture and philosophy of the organisation e.g. Concepts of corruption;
- Organisation within context; and
- Organisational policies and procedures.

3. Performance Management

3.1. Policy Statement

Performance Management is used to measure and manage performance individually as teams and collectively as an Organisation. To effectively manage performance, the Performance Management Cycle must be followed.

3.2. Purpose

The purpose of Performance Management is to give employees clear understanding of what they need to achieve and how their performance shall be assessed. The staff appraisal process aims to provide staff with structured time for reflection on their jobs, for identifying needs, areas of dissatisfaction and to assess their ability to achieve their goals. The appraisal should form the basis for new goal setting. Performance Management applies to all employees of TI-Z.

3.3. Procedure

The performance review process is an on-going process where expectations and objectives are agreed. Performance against those objectives is reviewed and development actions identified to support the delivery of the expectations and objectives. The performance review process aims to support the delivery of an efficient performance culture. This process is conducted at the end of each fiscal period, that is 12 months, prior to renewal of employment contracts.

3.4. Principles

- Every employee shall participate in the performance review process, which includes agreeing objectives, self-assessment and regular performance review conversations.
- Managers and Supervisors are accountable for carrying out performance reviews.
- Objectives / expectations are based around areas of expertise (skills and competencies) to support/deliver on agreed projects, current role, and job description in line with organisation's objectives.
- Motivation, recognition and work / personal commitment balance shall be considered when setting objectives and expectations and reviewing performance.
- Learning and development actions shall be identified that support completion of objectives / expectations.
- At the end of every year, a summary is made of the performance throughout the year and captured on the Performance Review Form.

- The Performance Review Form is a form used to capture objectives, performance assessment results and learning development initiatives.

3.5. Planning and Reviewing Performance

3.5.1. Objective Setting

Objective setting in the performance review process is a formal discussion about targets to be achieved in the period under review and the progress review happens throughout the year. Objectives are set and agreed with the Supervisor at beginning of the year.

3.5.2. Reviewing Performance

Performance Reviews are part of an on-going process where managers and individuals should continually have two-way conversations about performance and required development or improvement. This could be done at the end of each quarter. Performance review feedback allows an individual to understand how well they are performing. There should be no surprises at the final review as regular conversations shall make it clear how any individual is progressing against his / her objectives. It is important to review and capture any activities undertaken outside the job / objectives. Formal Performance reviews shall be done between the supervisor and employee bi-annually and records submitted to Finance and Administration Manager, who shall keep a record of the same.

The final review in a performance cycle captures the full year performance.

3.5.3. Learning and Development Actions

The learning and development actions are part of the performance review process and should support an individual in delivering their objectives as well as their career aspirations.

4. Training and Development

TI-Z is committed to Staff Development and Training (SD&T), within the confines of available resources, as an important part of developing the human potential in the organisation. TI-Z shall encourage staff development and shall, where possible sponsor or solicit for sponsorship for staff training in order to enhance efficiency and effectiveness in the Organisation.

From time to time, staff shall be informed on availability of courses. Applications for training or sponsorship shall be submitted to the Executive Director's office or the Chapter President where it is the Executive Director applying. Applications for training or sponsorship not submitted through the Executive Director or Chapter President will not be supported by TI-Z. TI-Z may not approve courses or training programs not directly connected to the work of TI-Z.

The following methods of staff development may be offered:

4.1. Part-Time or Full-Time Study

This may form part of a skills and career development programme for a staff member. All proposals involving part-time and full-time study are to be discussed with the Executive Director.

4.2. Non-formal Training Courses

- Where a training course has been identified as an integral part of a staff member's skills development plan, funds permitting, TI-Z will take financial responsibility for payment of fees, transport and other costs related to participating in the course. Staff members attending an approved training course do not have to apply for leave.
- Unless unforeseen circumstances prevent the attendance or completion of training courses, individual staff members will be liable for repaying TI-Z in full all costs related to a training course should they not complete or attend the full course.
- Where training courses include any form of examination, staff will be liable to repay TI-Z in full all costs related to the training course, should they fail the examinations.
- The Executive Director will be responsible for assisting staff in evaluating the course and its relevance to their work. Staff will be responsible for implementing and testing/ practising the skills acquired in their own work over an agreed period.

4.3. Attendance of Seminars and Conferences

Attendance of seminars or conferences could form part of a development plan where it is considered beneficial to the development of that staff member's knowledge and expertise

in a field of work. This potential source of staff development often does not lend itself to planning and will be considered on merit.

Where staff would like to attend a seminar or conference that does not have a direct bearing on their area of work or development, such attendance has to be approved by the Executive Director. This may be approved for any, some or all of the following reasons:

- Attendance and report-back could benefit the organisation as a whole;
- Attendance will significantly contribute to a better understanding of the broad working environment;
- The event will be an essential networking opportunity; and/or
- The event will address a topic, skills area or constituency that the organisation would like to explore for potential future work.

If the Executive Director does not approve the application and the staff member would still like to attend, no financial contribution will be made by TI-Z and the staff member should make appropriate special overtime or annual leave arrangements.

5. Job Evaluation

5.1. Policy Objective

Job evaluation is the process whereby the relative worth of different jobs within an organisation are determined objectively and jobs are ranked in such a way that internal and external equity may be achieved. It provides, amongst other things:

- A basis for a fair and equitable pay structure.
- A basis for career planning.
- A basis for enabling accurate comparisons to external markets to ensure external pay equity.

5.2. Policy Rules

Any job evaluated shall be evaluated “as is” i.e. the way the job is currently structured and not as it is imagined, perceived or on how it shall be structured at some future date. Any events that are unlikely to be performed in the normal performance of the job shall be disregarded. The job shall be examined and not the incumbent. The content and requirements of the job must never be confused with the personal attributes or merits of the incumbent.

Job evaluation does not take into account errors of incompetence when measuring consequence of judgement or job impact. Managers/Supervisors are responsible for initiating the job evaluation process, where a new job had been created or the job has changed significantly maybe due to additional responsibilities and accountabilities or reduction of same, the supervisor must get the approval of the Executive Director before the job is evaluated.

The following jobs shall be evaluated:

- **Newly created jobs** - This refers to jobs that have never existed before. The reason as to why the job has been created must be stated when seeking Board approval to have the job evaluated.
- **Existing but changed jobs** - This refers to existing jobs that may have been amended due to duties and responsibilities being added, or where the duties and responsibilities have changed significantly. These changes must be listed in the Job Evaluation Form.

Changes to jobs do not occur in isolation and it is the responsibility of the Human resource to question the impact of changes in responsibility in one job, or the creation of a new job on other jobs in the unit. Human Resource has the right to request that other positions affected by the new or changed job be submitted for evaluation together with the job in question. This ensures that the structural integrity of the unit and ultimately the organisation is maintained.

5.3. Evaluation Procedure

Where a new job has been created or a job has changed sufficiently to warrant re-evaluation, Human Resources shall complete a job profile together with the supervisor. The evaluation conducted and the results will be communicated to the Executive Director for approval and then to the employee affected.

SECTION D - TERMINATIONS

1. Termination of employment

1.1. Policy Statement

It is TI-Z's policy to maintain the continuity of employment of its employees. If, in certain circumstances, it becomes necessary to terminate employment, TI-Z shall follow the relevant procedures designed to comply with contractual and legislative obligations as they relate to particular circumstances. Employment may be terminated by death, dismissal, resignation, retirement, redundancy, ill health or permanent disability.

1.2. Purpose

To provide a consistent framework for the management and administration of employment terminations.

1.3. Policy Rules

1.3.1. Termination during or after Probation

During probation, new employees shall receive regular and constructive feedback informing them of their progress against agreed goals and objectives. Employees on probation who do not perform satisfactorily during their probation shall be coached and counselled. However if non or poor performance persists, their services shall be terminated at the end of the probationary period. During probation, either party shall terminate the employment by giving twenty four (24) hours notice in writing. However after confirmation into employment, either party shall terminate the employment by giving one (1) month's notice period in writing. Should either TI-Z or employee gives less than one (1) months notice period, either party shall pay an equivalent of one (1) month's basic salary plus allowances in lieu of notice.

1.3.2. Termination by Resignation

TI-Z requires written notice of resignation from all employees to their Supervisor. The notice shall take effect thirty (30) days from the date the notice was given and shall not run concurrently with annual leave or sick leave. Although employees are under no obligation to give reasons for their resignation, they may wish to discuss with their Supervisor and /or Human Resource before giving written notice.

1.3.3. Termination by Dismissal

Dismissals of employees shall be effected in accordance with disciplinary procedures as per provisions of the Disciplinary and Grievance Policy.

1.3.4. Termination by Retrenchment.

It may be necessary to reduce or change organisation's activities as a result of one or more factors. All the factors, processes and procedures of retrenchment shall be in line with the labour laws and other relevant legislation. On termination by retrenchment, the employee shall be paid:

- Severance pay: as per the law
- Pay-in-lieu of notice: as per the law
- Any balance of accrued leave days.
- The employee shall also be handed a Certificate of Service, which shall include details on the occupation of the employee at the time of retrenchment, length of service, salary and reason for termination.

1.3.5. Termination by Medical Discharge (Ill health and permanent disability)

An Employee's Contract may be terminated at any point on medical grounds due to serious ill health or total and permanent disablement on recommendation of a recognised Medical Practitioner. This is where the employee is incapable by reason of infirmity of mind or body of discharging the duties of his / her office and that such infirmity is likely to be long standing and the employee is unlikely to engage in any form of gainful employment.

1.3.6. Termination by Death of the Employee

Employment shall be deemed to be terminated by the death of the employee. TI-Z will endeavour to show every consideration to the bereaved family when an employee dies, such as early settlement of the terminal and death benefits and where applicable inform the NAPSA, etc.

1.3.7. Termination by Discharge

This is the employment termination, where the employer shall either give the appropriate notice or pay in lieu of notice.

1.3.8. Termination by Expiry of Contract

An employee may also be separated from the organisation upon expiry of contract should either Management or the employee choose not to renew the contract. All contractual obligations shall accordingly be met by the TI-Z.

SECTION E – EMPLOYEE RELATIONS

1. Disciplinary Procedures

1.1. Policy Statement

It is important for the employer and the employee to mutually acknowledge and agree that in any work situation, orderly conduct and discipline are critical to the successful attainment of the organisation's aims and objectives as well as those of the individual employees.

The Purpose of the disciplinary code is:

- To ensure fair and equal treatment of all employees
- To encourage timely corrective action in the event where behaviour or performance proves to be unsatisfactory or unacceptable.

This shall depend on fair and just rules and regulations, that are clear and equitable, for all employees in the organisation to know what is expected of them and what to expect in case of violation of any rules and regulations.

1.2. Eligibility

This policy shall apply to and form part of the contracts of employment of all employees and the principles contained herein shall apply equally to all employees.

The employees are expected to:

- Comply with the various rules and procedures of TI-Z as amended from time to time.
- Carry out all reasonable and lawful instructions given to them
- Behave in an orderly and lawful manner
- Treat TI-Z's property with care and respect and not to use such property for their own benefit
- Treat all other employees and their property with respect
- Not to victimize or intimidate any other employees
- Make themselves available for work in terms of the rules set by TI-Z and to keep to the specified working hours.

1.3. General Terms

The various disciplinary actions detailed in the Disciplinary Code are intended to serve as guidelines to all employees. The Code is based on the principle of progressive discipline. However, progressive discipline need not be meted out in respect of certain serious offences where dismissal would be the appropriate penalty in the circumstances where the offence is so grave that it makes a continued employment relationship intolerable.

In circumstances where rules or standards are well established and are not contained in the Code or where further rules or standards are communicated to the employees, TI-Z shall be entitled to take disciplinary action where there has been a transgression of such rule or standard. Disciplinary warnings issued shall be kept in the personnel file of the employee for the duration of that warning. Expired warnings shall not be taken into account in any subsequent disciplinary action.

TI-Z shall be entitled to take into account warnings for other infractions together with the infraction for which an employee is currently being disciplined on where an employee has two or more warnings running concurrently against him/her and where TI-Z clearly informs the employee thereof in order to enable the employee to properly prepare him or herself for the hearing. TI-Z shall be entitled to dismiss an employee for the cumulative effect of the concurrent warnings.

The following factors shall be taken into account when determining whether dismissal is the appropriate penalty:

- The gravity of the misconduct;
- The circumstances of the infringement;
- The nature of the employee's job;
- The circumstances of the employee, which shall include the following:
 - *Service period*
 - *Status*
 - *Record*
 - *Personal circumstances*

1.4. Time periods relating to the expiry of warnings

- Verbal warning three (3) months
- Written warning six (6) months
- Final written warning twelve (12) months

1.5. Nature of disciplinary measures

There are four (4) types of penalties which may be applied. In order of severity and depending upon the nature of the transgression, they are as follows:

- Verbal warning
- Written warning
- Final written warning
- Dismissal

The warnings are cumulative in nature. The employee for example who is already in receipt of a verbal warning for a particular offence and who commits a further offence of a similar nature within the prescribed time period shall be subject to the following steps, depending on the nature and severity of the second offence:

1.5.1. Informal Verbal Warning

If management or a supervisor is of the opinion that the behaviour or performance of any employee is unsatisfactory but does not warrant a written, final written warning or dismissal, then a verbal warning shall be given. A record of the warning shall be placed in the employee's personal file.

1.5.2. Formal Written Warning

If subsequent to issuing a verbal warning, the employee fails to improve or commits a further offence, or if an employee commits an offence which warrants a written warning, the Supervisor or Manager shall discuss the nature of the transgression with the employee in the presence of the employee's representative. The employee must be given the opportunity to state his/her version of the events and lead evidence in mitigation.

1.5.3. Final Written Warning

If subsequent to issuing a written warning, the employee fails to improve or commits a further offence, or if any employee commits any offence which warrants a final written

warning, the supervisor or manager must make the necessary arrangements for a formal disciplinary hearing to be held.

1.5.4. Dismissal

If subsequent to issuing a final written warning, the employee fails to improve or commits a further offence, or if an employee commits any offence which justifies dismissal, the employee will be dismissed.

1.6. Investigations of offences

Where Management has reasonable cause to believe that an employee has violated or has not adhered to or complied with the expectations of acceptable organizational behavior, processes, rules and regulations, the following shall happen:

1. Written notification to the employee suspected of misconduct, informing him/her of the reported alleged misconduct and that it is under investigation. This notification should take place within 24 (twenty-four) hours of receiving the report or as soon as possible thereafter and shall be made using the Disciplinary Charge form.³
2. Management shall constitute an Investigation Team to lead the investigation. Where the Executive Director is the subject of the investigation, the investigation team shall be constituted by the Chapter President.
3. During the investigation, the employee shall not be required to answer any of the allegations made against him/her or make any submissions to the persons conducting the investigation.
4. The investigating team shall present their findings and recommendations to the Executive Director in the form of a written report (or the Chapter President if the Executive Director is the culprit). The investigations team should keep a log of the names of people interviewed, dates & times, places, written statements and record of verbal interviews.
5. In deciding whether sufficient grounds exist for the institution of a Disciplinary Hearing the following should be looked at:
 - i. If a sufficient ground for the institution of a Disciplinary Hearing does not exist, written notification shall be made in the prescribed form to the employee and the person who reported the alleged misconduct that no further action is considered;

³ See sample in Annex 2.3

- ii. If sufficient grounds for a Disciplinary hearing exist, a Complaint/Charge Form must be completed by the Supervisor and signed by a witness.
6. The Charge should be clear and relate to an appropriate offence capable of being well understood.
7. An employee shall submit to the supervisor his/her reply to the charge sheet within forty eight (48) hours of receiving the charge sheet.
8. Following the execution of the charge/complaint, the appropriate disciplinary authority (usually the Supervisor Officer or ED or The Board depending on the individual under discipline) shall refer the case to the Disciplinary Committee.
9. The above documentation, i.e. charge sheet, exculpatory statement, and findings, statements should be forwarded to Human Resource.

1.7. Procedure for a formal disciplinary hearing

1.7.1. Definition of General Terms

'Management' refers to any employee who is on Management

The Chairperson is the Chapter Vice President, who chairs the Disciplinary Committee, or any person who has been appointed by the Board to preside over any disciplinary hearing, in the absence of the Chapter Vice President.

A 'Supervisor' is any employee employed in that capacity.

The 'Complainant' is the supervisor who shall give evidence against an employee disciplined in terms of this procedure for misconduct.

A Disciplinary hearing' refers to the hearing which is held in cases of misconduct where the accused employee is afforded the opportunity to state his/her case in response to the allegations.

1.7.2. Employee and Employer Rights

Every employee has the following rights:

- To be advised of the charge in writing;
- To be given time to prepare his / her defence;
- To be allowed a formal hearing;
- To be present at a formal hearing;
- To be represented at a formal hearing by a colleague of their own choice or union representative where applicable;

- To cross-examine any person giving evidence and to ask questions of any evidence produced;
- To call witnesses to testify on his / her behalf; and
- To appeal within three (3) working days against any penalty that may be imposed.

TI-Z has the following rights:

- To take the appropriate action where Management considers that an employee's behaviour or performance is unacceptable or unsatisfactory;
- To call witnesses to testify on its behalf;
- To decide when an employee's behaviour or performance is unacceptable or unsatisfactory; and
- To institute criminal charges against an employee if deemed necessary.

1.7.3. Notice of Disciplinary Hearing

The accused employee must be given sufficient time to prepare for the hearing, which shall not exceed five (5) working days. The date and time for the enquiry must be clearly stipulated on the prescribed form. The notice should summarize the events or conduct in question and must provide sufficient detail to enable the employee to prepare for the Disciplinary Hearing.

1.7.4. The Disciplinary Committee

Disciplinary Hearing shall be conducted by the Disciplinary Committee of the Board, which is chaired by the Chapter Vice President. The Chairperson and all other Committee Members shall be furnished with a copy of the charges and all the statements of the witnesses to enable the Committee to prepare for the Disciplinary Hearing.

1.7.5. The Disciplinary Hearing

1. The Disciplinary Hearing shall be held as soon as possible after the alleged contravention, provided that the employee shall be afforded a reasonable time to prepare for his or her defence.
2. Arrangements must be made for the accurate recording of the proceedings during the Disciplinary Hearing.

3. The employee should be present at the Disciplinary Hearing. If he or she does not attend the Disciplinary Hearing, the Disciplinary Committee may decide to continue with the Disciplinary Hearing in the absence of the employee or to reconvene the Disciplinary Hearing for another occasion or time. Should the Disciplinary Committee, based on information available, form the view that the employee is avoiding attendance of the disciplinary hearing without sufficient reasons; the hearing shall proceed without the employee.
4. Evidence should first be led on behalf of TI-Z, whose evidence and submissions should be presented by the Manager or Supervisor involved in the matter. The Complainant shall call witnesses necessary to support the allegations and the employee may question these witnesses or evidence.
5. When the Complainant has completed the evidence and submissions, the Chairperson should invite the employee to present his or her reply. The employee shall similarly have the right to call witnesses and produce evidence. The Complainant may question those witnesses or evidence.
6. If at any stage the Disciplinary Committee members need to ask questions to clarify anything, they should do so. However, they should not ask questions in such a manner which may be construed as indicating any bias with respect to TI-Z employee.

1.7.6. Decision of the Disciplinary Committee

1. Having heard both sides of the story, the Committee will deliberate on the evidence heard and consequently reach a decision.
2. The deliberations of the Committee shall be conducted in the absence of the employee, employee representative and complainant.
3. The Committee's decision shall be communicated to the employee.

1.7.7. Standard of Proof

The standard of proof in all disciplinary enquiries shall be on the balance of probabilities. If there is any doubt as to whether the allegations have been proven or not, the employee must be given the benefit of doubt and found not guilty till proven so based on evidence provided.

1.7.8. Not Guilty Verdicts

Where an employee is found not guilty:

- The decision shall be communicated verbally to them in his/her presence at the end of the enquiry.
- The written confirmation of the decision shall be communicated by not later than close of business the following day.

1.7.9. Guilty Verdicts

Where the verdict of the disciplinary hearing is that the employee is guilty, the following procedures shall be followed:

- The decision and reasons thereto shall be communicated verbally to the employee in his/her presence at the end of the enquiry.
- The written confirmation of the decision, sanction and the reasons thereto shall be communicated to by no later than close of business the following day after the hearing.
- Human Resource prepares the letter and the confirmation is done by the Chairperson (including signature).

1.7.10. Previous Warnings

Warnings issued for previous acts of misconduct shall only be brought into effect where such warnings are still valid in the prescribed form

1.7.11. Evidence in Mitigation

The employee shall be given the opportunity to address the Committee in mitigation of sentence before sanction. Examples of mitigating factors could be:

- Length of service
- Personal circumstances
- Clean record

1.7.12. Evidence in Aggravation

Having adjourned after listening to the mitigating factors, the Committee may take into account any aggravating circumstances that came to the fore during the enquiry. Examples of aggravating factors could be:

- Unexpired written warning(s)

- Misconduct involving dishonesty

1.7.13. Sanction

The Disciplinary Committee shall conduct their deliberations on an appropriate sanction in the absence of the employee, representative and the initiator/complainant. The sanction must be commensurate with the nature and seriousness of the transgression.

1.7.14. Right of Appeal

An employee found guilty may appeal via Human Resources to the Appeals Committee. The Appeals Committee shall consist of 3 members namely, a Board member other than the Chapter President or Chapter Vice President, the Executive Director, and the Chairperson of the Staff and Members Welfare Committee, who will chair the Appeals Committee.

The appeal may be based on the following factors:

- Non-adherence to the procedure;
- New evidence or a witness is now available which may materially influence the decision taken at the hearing;
- Findings on the facts in that the evidence presented at the disciplinary hearing does not support the Disciplinary Committee's findings, that on a balance of probabilities the infraction did indeed occur;
- The penalty imposed was not commensurate with the offence or the penalty issued was not the appropriate penalty.

The appeal shall be lodged within three (3) working days from the date of having been informed of the penalty. The appeal shall be heard and determined within ten (10) working days after it is lodged.

Human Resources shall notify the former employee in any manner, which may be expedient in the circumstances of a date and time as to, when the appeal hearing shall take place. The Chairperson of the Appeals Committee shall communicate in writing the outcome of the appeal to the appellant. The decision of the Appeals Committee shall be final.

1.8. Police Cases involving Employees

1.8.1. Employee Under Arrest

An employee arrested by the state police for any case whatsoever shall be suspended from duty at half pay. Such an employee, if released by the police pending trial, shall only be permitted to return to duty if:

- The offence was not related to his/her employment; and
- In the opinion of Management the offence for which the employee was arrested was not of a serious nature so as to constitute a misconduct. Offences of a serious nature, as outlined in Section 50 of the *Zambian Employment Code Act No.3 of 2019* include, but are not limited to the following:
 - Gross misconduct
 - Wilful disobedience of a lawful order given by the employer
 - Lack of skill which the employee, expressly or impliedly, is warranted to possess
 - Habitual or substantial neglect of the employee's duties
 - Continual absence from work without the permission of the employer or a reasonable excuse
 - Misconduct under the employer's disciplinary rules where the punishment is summary dismissal

However, where an employee is mistakenly arrested by the state police, the above shall not apply.

1.8.2. Conviction without Option of a Fine

An employee subsequently convicted and imprisoned without option of a fine, shall be deemed to have been dismissed from service on the date he/she is imprisoned or if he/she had not been permitted to resume duties, on the date of arrest.

1.8.3. Conviction with Option of a Fine

An employee sentenced to imprisonment with option of a fine and pays the fine, shall be permitted to resume duties, if in the opinion of Management, the offence was not of a serious nature to constitute a misconduct. No financial assistance shall be rendered to such an employee by TI-Z.

1.8.4. *Suspended Sentence, Discharge and Acquittals*

An employee who is given a suspended sentence, an absolute or conditional discharge or acquitted for an offence not related to his/her employment, may resume his/her duties if, in the opinion of Management, the offence was not of a serious nature to constitute a misconduct.

1.9. **Schedule of Offences**

The following Schedule of Offences and corresponding disciplinary action shall be the guide for every action taken by Management. Where necessary, offences shall be added or subtracted in line with the business and such change/changes shall be communicated to all employees as an addendum.

	Offences	1st Breach	2nd Breach	3rd Breach	4th Breach
(1)	Lateness or poor time keeping, leaving early	Verbal Warning	Recorded Warning	Final Warning	Discharge
(2)	Extended or unauthorized breaks during working hours without reasonable justification or permission.	Verbal Warning	Recorded Warning	Final Warning	Discharge
(3)	Unsatisfactory work performance as evidenced by sub-standard performance, carelessness, unsatisfactory work.	Verbal Warning	Recorded Warning	Final Warning, Demotion	Discharge
(4)	Absence from work without reasonable excuse for over 3 consecutive days.	Verbal Warning	Recorded Warning	Final Warning	Discharge
(5)	Absence from work without permission and justification for ten or more consecutive days.	Shall be deemed as desertion summary dismissal	N/A	N/A	N/A
(6)	Indiscipline/Insubordination or refusal to obey lawful instructions shown by attitude towards work.	Final Warning and 10 days suspension without pay.	Discharge	N/A	N/A
(7)	Unauthorized press statement on TI-Z matters.	Final Warning and 5 days suspension without pay.	Dismissal	N/A	N/A

	Offences	1st Breach	2nd Breach	3rd Breach	4th Breach
(8)	Damage to or loss of property or resources without acceptable reason.	Recorded Warning and Surcharge 100%	Final Warning and Surcharge 100%	Dismissal	N/A
(9)	Unauthorized/Misuse of TI-Z property including vehicles.	Recorded Warning and Surcharge 100%	Dismissal	N/A	N/A
(10)	Outright carelessness, malicious damage to property and vehicles, sabotage	Dismissal and repayment	N/A	N/A	N/A
(11)	Taking alcoholic drinks or intoxicating drugs on Organisation's premises and/or during working hours as evidenced by at least two persons.	Dismissal	N/A	N/A	N/A
(12)	Being found with organisation's property without authority	Dismissal	N/A	N/A	N/A
(13)	Conspiracy to defraud or remove organisation's property without authority.	Dismissal	N/A	N/A	N/A
(14)	Misappropriation of TI-Z's funds.	Dismissal	N/A	N/A	N/A
(15)	Breach of policy rules and regulations as stipulated in all operating Organisation's manuals.	Final Warning	Discharge	N/A	N/A
(16)	Theft/Fraud (as evidenced)	Dismissal	N/A	N/A	N/A
(17)	Forgery and uttering (as evidenced)	Dismissal	N/A	N/A	N/A
(18)	Dishonest conduct (as evidenced)	Dismissal	N/A	N/A	N/A
(19)	Corruption (as evidenced)	Dismissal	N/A	N/A	N/A
(20)	Bribery (as evidenced)	Dismissal	N/A	N/A	N/A

Offences		1st Breach	2nd Breach	3rd Breach	4th Breach
(21)	Assault and/or intimidation threatening violence/ Starting a fight (a physical combat) disorderly behaviours at workplace or on organisation business.	Dismissal	N/A	N/A	N/A
(22)	Inciting negative attitudes, riotous behaviour or unconstitutional strike.	Dismissal	N/A	N/A	N/A
(23)	Conduct or position likely to bring discredit upon the Organisation	Final Warning	Dismissal	N/A	N/A
(24)	Sexual Harassment	Final Warning	Written Dismissal		
(25)	Falsification of organisation documents/records e.g. medical certificate, qualification	Discharge			
(25)	Making false statement when applying for employment or undergoing medical examination	Discharge			
(26)	Blameworthy motor vehicle accidents resulting in damage to company property.	Final Warning plus surcharge of 100% or repair costs and/or 1 month suspension from driving company vehicle	Dismissal	N/A	N/A

Offences	1st Breach	2nd Breach	3rd Breach	4th Breach
(27) Gross Negligence resulting in Damage to or loss of TI-Z property depending on seriousness of offence.	Recorded Warning and 100% Surcharge	Final Warning and 100% Surcharge	Dismissal	N/A

2. Grievance Procedures

2.1. Description

A grievance is any dissatisfaction experienced by a member of staff or a group of staff members related to their conditions of employment, supervision, physical working environment or interaction with other staff and/or Management. The grievance procedure outlined below will not serve as an appeal mechanism against disciplinary action taken against a member of staff, and members of staff will not be victimised as a consequence of raising a grievance.

2.2. Purpose

The main purpose of the grievance procedure is to:

- Prevent and resolve conflict;
- Protect the interests of staff;
- Recognise the right of staff to express feelings of dissatisfaction; and
- Resolve problems as and when they occur.

2.3. Procedures

Step One: Raise grievance verbally

- The member of staff must raise the grievance verbally with the immediate Supervisor, either during informal discussion or in the context of a formal interview.
- The immediate Supervisor must encourage the member of staff to express his or her grievance openly and obtain all the relevant facts about the grievance.
- The immediate Supervisor must attempt to resolve the grievance as speedily as possible as and not later than five days after the day on which the grievance was initially raised.

- If the immediate Supervisor cannot resolve the grievance, she/he must prepare the facts of the grievance and forwarded it to the Executive Director within two days after it was raised initially.
- If a member of staff finds the decision of his or her supervisor unacceptable, he or she may proceed to step two.
- The supervisor must advise the member of staff of his or her right to proceed to step two of the procedure.

Step Two: Written on Prescribed Form

- If a member of staff proceeds with his or her grievance, the details must be submitted in writing on the Grievance form⁴ to the Executive Director. The details will include the outcome of step one of the procedure.
- Executive Director will record his or her own view on the document and sign it before forwarding it to the Staff and Members Welfare Committee of the Board.
- If at the end of step two an acceptable solution to the grievance is not found, the member of staff may proceed to step three.
- The Executive Director will advise the member of staff of his or her right to proceed to step three and inform him or her of all the relevant details.

Step Three: Request Inquiry

- The member of staff is to forward the written grievance and any related documents and information that he or she wishes to be taken into account to the Board, through the Executive Director, and to request an inquiry.
- The Executive Director is to convene an inquiry not later than one week after the day on which the submission takes place.
- The inquiry is to be attended by the staff member who submitted the grievance.

In the event of an inquiry, the following procedures will apply:

- The member of staff will be afforded the opportunity to make an opening statement.
- The member of staff will be allowed to call witnesses who may be questioned to clarify matters and test the evidence.

⁴ See sample in Annex 2.5

- The member of staff will be allowed to make a closing statement after which the Inquiry will make a recommendation to the Staff and Members Welfare Committee.
- The Staff and Members Welfare Committee must give its decision within two days after the recommendation of the Inquiry has been forwarded to it.
- Signed copies informing the member of staff of the decision must be handed to the member of staff.
- A record of the enquiry including any correspondence related to it will be kept by the Executive Director, and be made available to the member of staff upon request.
- The decision of the Staff and Members Welfare Committee regarding the resolution of a grievance will be final and binding upon all parties concerned.

SECTION F – REMUNERATION, BENEFITS, AND GENERAL CONDITIONS

1. Remuneration

1.1. Policy Statement

TI-Z's remuneration policy is intended to support the organisational operating model, and shall also be competitive with local market rates.

1.2. Purpose

To ensure a fair and equitable pay and benefits that is competitive in the local market.

1.3. Principles

The reward strategy is designed to ensure that overall remuneration package is:

- **Market Based** - TI-Z compares its salaries, benefits and allowances against other organisations in the NGO sector, local market and its own capacity to pay.
- **Performance Driven** - the remuneration mechanism for all employees is performance based. It is based on organisation, team and individual performance.

1.4. Basic Salary

This is the principal salary before adding allowances. It is a fixed component of pay every month and used to calculate benefits such as gratuity, pension, medical and overtime.

1.5. Job Grades

All jobs in the Organisation are grouped in grades.

1.6. Salary Scales

Salaries are administered through ranges which are defined per grade.

1.7. Salary Review

Salaries are reviewed annually, and may be adjusted depending on performance, funding and ability to pay.

1.8. Risk Benefits

Risk benefits help to build financial security and protection for employees and provide a means by which TI-Z can fulfil its social and statutory responsibilities towards its

employees. Benefits also support recruitment and retention. Benefits include Medical and Workers Compensation.

2. Allowances

2.1. Policy Statement

It is TI-Z Policy to provide for non-pensionable allowances for operational reasons to compensate employees for administrative convenience.

2.2. Purpose

To ensure that employees are aware of the existence of applicable allowances, and when they shall apply.

2.3. Eligibility

This shall apply to all employees of TI-Z who are on Long Fixed Term contracts.

2.4. Types of Allowances

2.4.1. Medical Cover

Members of staff, their registered dependants i.e. spouse and biological children below the age of 18, shall be covered as per the medical scheme policy and regulations. Children above the age of 18 but pursuing college or university studies are covered as long as documentary evidence is provided to that effect.

2.4.2. Vehicle & Transport

- The Executive Director shall be entitled to an organisational vehicle on a personal to holder basis, including a monthly fuel allowance.
- Other Management staff may use organisational vehicles in the course of duty, but they are also entitled to a monthly fuel allowance as stipulated in the contract of employment.
- Employees using own vehicles on TI-Z business shall be provided with fuel, but prior approval shall be obtained from the Finance and Administration Manager.

2.4.3. Regional and Overseas Business Travel

Regional and overseas travel is provided for normally by the host organisation / funder and accommodation and lodging are normally fully paid for by the host. The employee will however be paid an out of pocket allowance of **US\$ 100** per day as per schedule in Annex 1.

2.4.4. Local Travel

When an employee is required to travel outside the usual working station on TI-Z business, they are entitled to claim accommodation, breakfast, lunch and dinner as well as communication allowance to cover the cost of phone bills. Refer to Schedule in Annex 1.

2.4.5. Operational Mobile Phone Units

TI-Z shall provide mobile phone units (prepaid scheme) to selected employees for operational requirements to ease communication during the conduct of business. Limits have placed on call units. Any excess units required shall be paid for by the user. Refer to Annex 1 .

2.5. Salary Advances

A salary advance is a temporal loan of an amount of up to 1 months' salary to be recovered in three (3) instalments from the first month when obtained. An employee is NOT allowed to obtain another salary advance while repaying another.

An employee may apply for a salary advance to the Executive Director by filling the advance form⁵ specifying the reason. At the discretion of TI-Z and depending on availability of funds, salary advances may be paid.

2.6. Leave Provisions

Various types of leave have been formulated to meet organizational and employee needs. However, employees should understand that at times leave may have to be rescheduled depending on work priorities. Employees on probation are not entitled to claim any of the categories of paid leave below, except sick leave and compassionate leave. The categories of leave are as follows:

2.6.1. Annual Leave

An employee shall be entitled to 2.5 leave days per month accumulating to 30 days per annum. This shall be taken as annual leave once per year. Employees are encouraged to take leave as per agreed schedule and approval by the Line Manager.

⁵ See sample in Annex 2.11

2.6.2. Sick Leave

It is the employee's responsibility to inform the Executive Director or the immediate supervisor that he/she shall be absent from work on a given day. The employee should arrange to inform the Executive Director or immediate supervisor before 09:30 hours either by telephone or other quick means about his/her inability to attend work.

The purpose of sick leave is to provide time off with pay when an illness or an accident outside of work makes it medically inadvisable for the employee to work and to provide a temporary period of recuperation. The Employees are always encouraged to bring a doctor's note each time they are attended to.

In the event that an employee is unable to execute normal duties due to his/her own illness or accident not occasioned by the default of the employee, the employee shall on production of the medical certificate from a registered medical practitioner or medical institution designated by the employer, be granted paid sick leave as follows:

- i) Full salary for three (3) months
- ii) Half salary for the next three (3) months
- iii) If the employee is unwell after six (6) months, the matter shall then be referred to the Medical Board under the Ministry of Health for independent assessment and advice on the ultimate decision to be made.

An employee on long term contract shall be granted sick leave as follows:

- i) Twenty-six working days of sick leave on full pay,
- ii) Twenty-six working days of sick leave on half pay
- iii) If the employee is unwell after 52 working days, the matter shall then be referred to the Medical Board under the Ministry of Health for independent assessment and advice on the ultimate decision to be made.

A **Sick Leave Report** should be submitted immediately on resumption of duty. However, sick leave days are neither cumulative nor compensatory upon termination.

2.6.3. Maternity Leave

Female members of staff are entitled to 120 calendar days in every twenty four (24) months of completed continuous service with the organization or from the date of the last maternity leave. Under normal circumstances, it will be one month before and two months

after confinement. The timing of this leave should however be negotiated with the Executive Director. Maternity leave will be granted with full rights in terms of remuneration.

Nursing mothers shall be entitled to one (1) hour off-duty each working day for breast-feeding. The Line Manager or Supervisor should be informed. If additional leave is required over and above the official maternity leave, an application for unpaid leave will be considered.

In the event of stillbirth or if a baby is given up for adoption, maternity leave will come to an end 4 weeks after the birth of the child.

2.6.4. Paternity Leave

Male members of staff are entitled to Ten (10) working days paternity leave on full pay . If additional leave is required, it may be taken as annual or unpaid leave. Male employees who show they are the primary caregivers shall have access to longer paternity leave. Each application shall be dealt on an individual case basis depending on each circumstance. Paternity leave shall be taken within ten days of the birth of the child.

2.6.5. Mother's Day

Female employees may take one (1) day's leave per month without giving any reason. However, the Supervisor should be informed in advance.

2.6.6. Childcare Leave

A parent will be allowed 10 days leave per annum for use in such cases where children are sick. Such leave will not be deducted from staff member's own sick leave or from annual leave. Medical certificates are to be provided in cases where children are sick for more than 3 days at a time that requires the parent to be absent from work.

2.6.7. Compassionate Leave

Compassionate leave may be granted by the Executive Director as follows:

- 5 working days in the case of death of a close member of an employee's family namely spouse and registered child.
- 3 working days in case of the death of Brother/Sister, employee's parents or parents in law.

- Serious illness of a staff member's immediate family, if the illness requires constant attention. Certification of this requirement from a registered medical practitioner is a prerequisite for the granting of such leave.

Where death is involved, TI-Z shall require from the employee evidence of the death e.g. copy of the death certificate. Employees who are still on probation shall also be entitled to compassionate leave.

2.6.8. Study Leave

Study leave will be granted by the Executive Director as follows:

- Two days leave per subject will be granted for purposes of study up to a maximum of 20 days per year.
- Time off to write examinations or tests that fall during working hours.

2.6.9. Special leave

Special leave may be granted on application to the Executive Director for any period, with or without pay and with or without rights. Special leave for periods not exceeding 14 days, or special leave for longer periods 'with rights' will not be regarded as an interruption of or deduction from a staff member's continuous service.

It will exclude the right to earn leave if special leave without pay for six months or more has been granted. Special leave without pay and without rights shall not be granted for periods of less than one month, and is considered as normal service for the purpose of determining salary notches.

2.6.10. Leave Approval

Requests for all types of leave must be made through the Leave form. All leave shall be granted by the approval of the Executive Director, while the Executive Director's leave shall be approved by the Chapter President.

2.6.11. Resignation whilst on Leave

An employee can tender notice of resignation while on leave. **However, the notice period shall not run concurrently with such leave.** The employee shall be required to serve the notice period.

2.6.12. Christmas/New Year Closure

TI-Z offices will close between Christmas and New Year. This will be over and above normal annual leave. The offices officially close on the last working day of the week before Christmas day and reopen a week after New Year day.

If members of staff are required to work during this period, they are entitled to claim leave days at another time suitable to the organisation.

2.6.13. Other Religious Holidays

Religious leave of up to five working days per year will be granted for religious holidays on application to the Executive Director.

2.7. Service Bonus

- Staff will be paid a service bonus equal to one month's salary at the end of the year subject to availability of funding and Board approval.
- Where a bonus is paid, members of staff who have not completed a full year's service will be paid a pro-rata bonus.

2.8. Gratuity

TI-Z staff shall be entitled to Gratuity at the rate of 25% of Annual gross salary for each completed year of service to be paid as a lump sum. Gratuity shall not be paid where an employee has served for less than six (6) months.

2.9. Termination Payments

Any employee separating from the organization for any reason shall be paid accrued benefits specified in each category. Accrued benefits shall be understood to mean:

- Accrued Leave days;
- Days worked in the month of termination; and
- Gratuity at the prescribed rate of Annual gross Salary for each completed year, to be paid as lump sum.

Employees **summarily dismissed** shall not be entitled to any of the terminal benefits except:

- Payment of accrued leave days not taken up to the time of dismissal; and

- Days worked up to the effective date of termination.

In all cases, any outstanding advances/loans or losses incurred or caused by the employee to the organisation shall be deducted from the terminal dues and where there are no dues, these shall be recovered as a debt to the organization.

2.10. Oath of Secrecy

All employees shall be required to sign a statement of confidentiality, upon appointment.

2.11. Conflict of Interest

All employees are required to declare interest where their personal interests conflict with those of the organization. Failure to do so shall constitute an offence and disciplinary action shall be taken accordingly.

2.12. Statutory Pension

All fixed term contract employees covered by these conditions shall contribute to the National Pension Scheme Authority (NAPSA) as a statutory requirement. TI-Z shall meet the employer's share.

2.13. Certificate of Service

On successful completion of employment contract, the employee shall be given a certificate of service.

2.14. Statements to the Media

It is the responsibility of the Chapter President and Executive Director to make media statements regarding the policy, financial, business, or programme affairs of TI-Z. No other member of staff is permitted to make such statements unless specifically authorised by the Executive Director in the context of specific programmes, projects or subject matter expertise.

In a personal capacity, members of staff are not precluded from making public statements or commenting in public on issues, provided that no statement is made as an expression of TI-Z policy, or regarding individual members of staff.

TI-Z has an established media policy, which covers the following:

- Public comments about TI-Z or intended to convey the opinion of the organisation can only be made by the Chapter President, Executive Director or any member of the Board delegated by the Chapter President.
- Public comments about matters of public interest pertaining to a particular programme area can be made by the Executive Director, or by the relevant Programme staff, as delegated by the Executive Director.
- Public comments about matters of public interest outside of a programme area can be made by the Executive Director or Chapter President.
- Participation in community radio, television, print media, documentary film, public appearances at seminars and conferences, which are designed to educate the public and does not involve speaking on behalf of the organisation can be done by relevant members of staff, provided the Executive Director is informed and approves.

In all cases, it should be remembered that TI-Z's role is to build institutions of integrity and creation of a corruption free society.

2.15. Staff Involvement in Political Activity

Members of staff may belong to a political party of their choice, but may not occupy a prominent position in, or serve as an office bearer or spokesperson for, any political party. If staff are in any doubt that their involvement in a political organisation or activity has the potential to embarrass or undermine TI-Z, they should initiate a process of consultation with the Executive Director.

2.16. Removal of Office Equipment

Office equipment is only insured while it remains on TI-Z premises. Members of staff are not allowed to remove office equipment from the premises unless the Executive Director has been informed and a suitable arrangement has been made with an insurance agent.

2.17. Exit Interviews

The objectives of an exit interview are to receive honest and constructive feedback from a member of staff leaving the organisation, to review the organisation's positioning within a competitive market and to assist in reducing staff turnover. An exit interview may also assist staff members in certain instances in counselling and career planning.

In terms of procedure, any departing member of staff should complete the prescribed form (Appendix 12) prior to their exit interview. Departing members of staff will conduct their exit interviews with their immediate Supervisors and the Executive Director.

The exit interview should be recorded in writing and should cover, amongst other aspects, the advantages, limitations and frustrations of the job as defined and as experienced by the staff member. Copies of the exit interview form and any further notes should be forwarded to the Human Resources for record keeping.

2.18. Working off the Premises

Members of staff may work off TI-Z premises provided that it is done with the agreement of the Executive Director, and it is reasonably impossible to do such work satisfactorily at the place of work. The person doing the work should be contactable and accountable to the immediate supervisor for work done. Such work should fall within the normal workday or/and work time, and all the normal work conditions and conditions of service will apply.

2.19. Flexi Time

Flexi time is not a right. It may however be granted to members of staff from time to time and needs to be negotiated with the immediate supervisor and approved by the Executive Director. Below are the policy guidelines.

- Flexi time does not involve a shortening of the required 37 hours to be worked weekly. Rather, it involves a flexible arrangement as to how to work these hours.
- Supervisors are to monitor work and/or work time completed by staff who have been granted flexi time.
- Where flexi time has been agreed to, projects/programme heads will determine core hours where all staff in a particular unit, programme or region should be present.

SECTION G - ANNEXES

Annex 1 – Schedule of allowances and entitlements

1.1. Vehicle Allocations

Executive Director:	Personal to Holder vehicle
Other Management staff:	Pool vehicles

1.2. Fuel Entitlement

Executive Director:	K4,000.00 per month
Other Managers	K3,500.00 per month

1.3. Travel Allowance/Day

Local Travel (Outside Lusaka but within Zambia)

	ZMW
Break Fast	200.00
Lunch	200.00
Supper	200.00
Accommodation:	800.00
Internet/Bundles	350.00
Communication	150.00 (Communication and Internet may vary depending on circumstances)

Overseas / Regional Travel (Outside Zambia)

Out of pocket	US \$100.00 per day
Accommodation	To be provided by hosting organisation

1.4. Allowances for Interns/ Part- Time

Monthly Lunch Allowance	K2,200.00
Monthly Transport Allowance	K2,200.00
Community Animators	K600.00
Communications	K150.00

1.5. Funeral Assistance

Employee

- Funeral Grant (Food & Transport) K5,000.00
- Three (3) Wreaths or K500.00
- Coffin – K5, 000.00

Spouse, children (children between 16&21yrs)

- Funeral Grant (Food & Transport) –K4, 000.00
- Three (3) Wreaths or K500.00
- Coffin – K4, 000

Brother /Sister /Parents/Parents in law

- Funeral Grant (Food & Transport) K3, 000.00
- Three (3) Wreaths or K500.00
- Coffin – K3, 000

1.6. Mobile Phone Operational Limits

Job Title	Limit (K)	Category
Executive Director	600	Prepaid
Programs Manager	500	Prepaid
Finance & Admin Manager	500	Prepaid

1.7. Kilometer Rate /Allowance

K200 worth of fuel for Private business mileage (For Inter-town & local trips when using own vehicle).

1.8. Vacation Leave Days

All staff - 30 Days/Annum

Annex 2 – Organisational templates

2.1. Employee Exit Clearance Form



Employee Exit Clearance Form

(It is the employee's responsibility to ensure that this form is duly completed)

Employee Name	
Position	
Separation Date	
Employee Signature	

Task	Signature of Checking Officer (Confirming that task has been completed)	Checking Officer
Official notice of separation given <i>(where applicable)</i>		Executive Director <i>(Or Chapter President where it is the Executive Director separating)</i>
Handover notes submitted		Supervisor
Advance / Imprest Account cleared		Finance and Administration Manager
Contact Vendors associated with position to inform them of a change in authorization <i>(where applicable)</i>		Finance and Administration Manager
Benefits cancelled <i>(Medical, Life Insurance, etc.)</i>		Finance and Administration Manager
Communication to staff about separation		Executive Director <i>(Or Chapter President where it is the Executive Director separating)</i>
Benefits due to employee calculated <i>(Leave days, final pay, etc)</i>		Finance and Administration Manager

Removal from staff roster, website, etc		Finance and Administration Manager / IT Officer
TI-Z assets returned <i>(Vehicle, Laptop, Phone, Router, etc)</i>		Finance and Administration Manager / IT Officer
Exit interview conducted		Executive Director <i>(Or Chapter President where it is the Executive Director separating)</i>

Employee's contact Email: _____

Employee's Phone Contact: _____

Final Clearance

Name: _____ **Stamp**

Designation: _____

Signature: _____

Date: _____

Note 1: The employee's exit from TI-Z will not be deemed complete until this form is completed and final clearance given by the Executive Director (Or Chapter President where it is the Executive Director separating).

Note 2: The completed form (after final clearance) must be photocopied, with the original going on the Employee's file and the copy to the Employee.

2.2. Overtime Form

Name: _____ Employee Number: _____

Signature: _____

Date	Time In	Time Out	Total Hours	Allocation	Reason for Overtime	Remarks

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

Executive Director's

Verification: Signature: Date:.....

2.3. Disciplinary Charge /Complaint Form

PART A

Name of alleged Offender	
Staff Number	
Job Title	
Work Location	
Name of Person raising Charge	
Staff Number	
Job Title	
Date of alleged incident	
Time	
Place	

STATEMENT OF CHARGE

Nature of Offence

Loss/Injuries (If applicable).....

Signature:

Date:

Signature of Witness:

Date:

Designation:

PART B: STATEMENT OF ALLEGED OFFENDER

Full Name	
Employed at Work Location	
In the position of (Occupation)	

SIGNATURE OF ALLEGED OFFENDER:

I DECLARE THE ABOVE TO BE A CORRECT AND TRUE STATEMENT

DATE:

STATEMENT TAKEN BY:

DESIGNATION:

SIGNATURE:

DATE:

Ihave been informed of my right to be accompanied at any hearing by a witness as laid down by the Company Disciplinary Code.

I CHOOSE.....WHO WILL BE APPEARING IN THE CAPACITY OF..... I WAIVE THIS RIGHT.

NOTE: Statements made by witnesses should be attached hereto.

2.4. Disciplinary Hearing Form

PART A: INVESTIGATION DIARY

ATTENDANCE REGISTER

(To be completed only in cases where a Disciplinary Committee has been set up)

	NAME	DESIGNATION	SIGNATURE
CHAIRPERSON			
COMPLAINANT			
OFFENDER			
WITNESS			
WITNESS			
COMMITTEE MEMBER			
HR OFFICIAL			
DATE			
VENUE			
TIME			

PART C: PLEA IN MITIGATION

PART D: REVIEW OF RECORDS AND DISCIPLINARY ACTION TAKEN

- 1. Relevant similar prior Offence(s) in the past three (3) years**

(To be completed by HIR Representative)

.....

.....

.....

- 2. Disciplinary Action taken**

.....

ACTION	DESCRIPTION	*YES	*NO	IF NO, STATE REASON.
1.0	<u>PREPARATION</u>			
1.1	Was the case investigated?			
1.2	Are all statements available? – Complaint or Charge			
1.3	- Offender			
1.4	- Witnesses			
2.0	<u>PRESENTATION OF THE HEARING</u>			
2.1	Complainant to present the case			
2.2	Complainants witnesses heard			
2.3	Complainants witnesses available for questioning			
2.4	Alleged offender to present his / her defence			
2.5	Alleged offenders witnesses heard			
2.6	Alleged offenders witnesses available for questioning			
2.7	All pertinent facts recorded			
3.0	<u>THE DECISION</u>			
3.1	All evidence considered			
3.2	Decide on guilt or innocence			
3.4	Alleged offender informed of verdict and reasons why			
3.5	Set penalty and record reasons			
3.6	Inform offender of penalty and reasons			
3.7	Implications of penalty explained to offender			

4.0	All papers and documents to be given to the Human Resources Function for processing.			
-----	--	--	--	--

SIGNATURE:.....

CHAIRPERSON

DATE :

HF 5.0 DISCIPLINARY APPEAL FORM

Employee Name _____ Date: _____

Department: _____

Appeal Against (tick whichever is applicable)

1. Written Warning (First/Second/Severe/Final)
2. Surcharge
3. Demotion
4. Suspension
5. Discharge with Notice
6. Summary Dismissal
7. Other (Specify)

REASON FOR APPEAL: (CLEAR AND DECISIVE)

Employee's signature _____ Date _____

APPEAL PANEL RESPONSE TO APPEAL

Communicated to employee

by: _____ on _____ 20 _____

Appeal Panel Chairman Signature: _____

Human Resource Officer: _____

2.5. Disciplinary Grievance Form

Person Initiating
Grievance Procedure _____ Date: _____

Employee
Representative
(optional): _____

Department: _____

Work Location: _____

Supervisor
Name: _____

Nature of Grievance (and to whom it is raised)

Signature of aggrieved Employee: _____

Date: _____

2.6. Recruitment Form

JOB TITLE.....JOB NO.....

DEPARTMENT / SECTION.....

ESTABLISHMENT [DEPT]..... AUTHORISED.....ACTUAL.....

REPLACEMENT (Tick)..... NEW POSITION (Tick)

TEMPORARY/CONTRACT (Tick

(Tick if applicable) A. RECRUITMENT

JUSTIFICATION.....
.....
.....

REQUISITIONED BY: NAME.....TITLE.....

SIGNATURE..... DATE.....

RECOMMENDATION BY HR OFFICER

REMARKS.....
.....
.....

SIGNATURE.....DATE.....

APPROVED BY EXECUTIVE DIRECTOR

REMARKS.....
.....
.....

SIGNATURE.....DATE.....

Attached Documents (tick) : Job Description Job (competency) Profile

2.7. Job Description Form

1 A. Job Particulars	
Job Title:	Department:
Job Grade:	Location:
Reports to:	City / Town:
Date of Analysis:	
1 B. Organisation Chart - <i>(show the job , co workers who report the same manager/supervisor/ peers and subordinates/team members / roles-titles) example below</i>	
2. Purpose of Job - <i>(One or two sentences at most stating why the job exists in the organisation & what it is there to achieve)</i>	
3. Primary Accountabilities expected from job <i>('Primary' accountabilities / statement of main duties are those which the job holder has a control of end results. subordinate. These accountabilities/ mains statement of duties should be in short statement. Each statement should indicate the nature of the accountability (WHAT) , the manner(HOW)and measurement.</i>	
4. Key challenges faced on the job <i>(in relation to section 3 above) Highlight the critical challenges faced in delivering the role in the context of the key results / accountabilities highlighted on the previous page.</i>	

5. Any other relevant information <i>(particular reference to planning (nature & impact), scope of impact)</i>
6. Economic dimensions associated with the job
Quote relevant quantitative data on which your role impacts. If possible express it in an annualised monetary value. Add any other dimensions which are directly relevant to the role and which give the reader a good picture of the size/scale/magnitude of the Company's activity on which it impacts. (e.g. Sales volume and turnover; Capital employed; Capital and revenue budgets; number of staff reporting; Salary costs; Plant capacity; Asset values; Number of products; Geographical spread etc.
7. Job Relationships associated with job
<p>1. <u>Internal</u></p> <p>2. <u>External</u></p>
8. Education & Experience
<p>1. <u>Educational</u> _____ Background</p> <p>2. <u>Experience</u> _____ (years _____ & _____ nature)</p>
9. Skills / Competencies
<p>1. Technical Skills:</p> <p>2. Behavioral Skills:</p>

Approval

Job Holders Signature		Date:
Line Manager's Signature		Date:

2.8. Performance Management and Development Appraisal Form

Section 1 – PERSONAL DETAILS

Name:	Job Title:	Employee Number:
Line Manager:	Department	Location:

Section 2 – OBJECTIVES TO BE COMPLETED BY MANAGER AND EMPLOYEE

TO BE COMPLETED IN(year)	TO BE COMPLETED IN
OBJECTIVES What are the goals and objectives for. (year) Ensure objectives are specific, measurable, achievable, relevant and time bound	RESULTS What was the outcome? How well were these delivered?
1.	

2	
---	--

Section 2 – Objectives continued

Objectives	Results
3.	

BEHAVIOURS AND SKILLS REVIEW

Section 3 - To be completed in(month/Year) by the Line Manager

What skills do you required to be able to performance better in your job?

To be completed in (year)			To be completed in (month/year)
Training Need	Training Actions	Timescales	Results
1.			
2.			

RATING KEY

3 = OUTSTANDING	2 = PERFORMING	1 = UNDER PERFORMING
------------------------	-----------------------	-----------------------------

Section 4 – OVERALL RATINGS – TO BE COMPLETED BY THE LINE MANAGER and discussed with the employee.

INDIVIDUAL OVERALL RATING

DEVELOPMENT

Section 5 – To be completed by the Line Manager and Employee in

What development is needed in order to help achieve the planned goals and objectives for the(year) Complete the Development Plan below – be as specific as you can and include timescales. If appropriate for the role; consider what training is required to successfully carry out the job and include below:

EMPLOYEE SIGNATURE/Comments:	LINE MANAGER SIGNATURE/Comments:
Line Manager's Supervisor's Signature and Comments	

Date:	
--------------	--

2.9. Appointment Letter

PRIVATE & CONFIDENTIAL

Date

Mr.....

c/o TI-Z.

Address

Dear

OFFER OF EMPLOYMENT: FIXED-TERM CONTRACT

We are pleased to offer you a Fixed Term Contract in the position of..... at grade on terms and conditions set out in the attached Employment Contract. In this position you will report to.....

Your contract period will be from theto the -----, 20..... and your salary will be K... per month.

As this is a fixed term contract there should be no expectation of further employment (whether temporary or permanent) beyond the end date, regardless of any extension to the term of employment. Employment will terminate upon the expiry of the fixed term contract, upon breach or repudiation of the contract, or upon any other grounds permissible in law.

Upon signature hereof you will be deemed to have familiarised yourself with and consented to the observance of the rules, regulations, directives and policies of the organisation in force from time to time, including the various provisions of the organisation's grievance and disciplinary procedures.

Your acceptance of this offer of employment will be indicated by your signing the acceptance below and the attached "fixed term contract of employment", the terms and conditions of which form part of this offer, and returning copies thereof to me.

Yours faithfully,

For: TRANSPARENCY INTERNATIONAL – ZAMBIA

Name

Job Title

I, _____, the undersigned, hereby accept the terms of the offer of employment as set out in this letter and in the “fixed term contract of employment” attached hereto.

Signature: _____

Date: _____

2.10. Fixed Term Employment Contract

MADE AND ENTERED INTO BY AND BETWEEN TRANSPARENCY INTERNATIONAL (hereinafter called “**The Employer**”) of one part and (hereinafter called “**The Employee**”) of the other part.

WHEREAS the **Employer** is desirous of engaging the **Employee** and he has accepted the contract.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. CONTRACT PERIOD

This Contract shall be for a period of....., from..... to.....

2. EMPLOYEE OBLIGATIONS AND RESPONSIBILITIES

During the continuance of this Contract the Employee shall devote his whole time and attention to his assignments and shall do all his power to promote, develop and extend the business of the Employer and shall directly or indirectly engage or be concerned or interested in any business, which is in conflict with the business of the Employer. The Employee shall not at any time either during or after the termination under this agreement disclose information relating to the Employer or its Clients or any trade secrets of which he/she shall possess while contracted by the Employer.

The Employee shall exercise and perform such powers and duties as the Employer shall confirm time to time determine and subject to restrictions from time to time or required to perform all other acts and things which in the ordinary course of his assignment are considered necessary or proper in the interest of the Employer.

3. NATURE AND SCOPE OF CONTRACT

The nature and scope of your job responsibilities and accountabilities is contained in the job description as attached.

The contract is based on set job performance targets being achieved or met Satisfactory by you. The employee will therefore be expected to perform

in accordance with the expectations of the job requirements as set by the Management and Board. Failure to perform to the expected standard may result in termination of the contract. The Employee will be subjected to a regular performance review as required by the employer.

In the event that the employee's contract is terminated for non-performance or any issues relating to performance, this shall be according to employer's disciplinary code and procedure.

4. REMUNERATION

The remuneration shall be **K.....** gross salary per month, all inclusive and taxable in the hands of the Employee.

5. GRATUITY

- (i) Gratuity shall accrue and payable at the rate of **thirty percent (30%)** of the annual salary on successful completion of the Contract.
- (ii) Gratuity shall not accrue and be paid where the contract is less than six (6) months period.

6. LEAVE

- (i) The Employee shall be entitled to working days per annum.
- (ii) The Employee shall be eligible to take leave after twelve (12) months continuous service and shall be subject to agreement with the Line Manager.

7. PENSION AND RISK BENEFITS

- (iii) During the period of this Contract the Employer shall cover the Employee under the following compulsory schemes:
- (iv) Workmen's Compensation.
- (v) National Pension Scheme Authority (NAPSA).
- (vi) Group personal accident scheme

8. MEDICAL INSURANCE

During the period of this Contract the Employer shall cover the Employee and dependants as per policy or any other suitable medical scheme.

Employee: _____ _____ _____
Signature **Name** **Date**

Witness: _____ _____ _____
Signature **Name** **Date**

2.11. Salary Advance Application Form

Tick applicable box	Salary Advance		Compassionate Loan
	Amount Required	K _____	

CURRENT DETAILS	
Name	
Job Title	
Employee No.	
Dept	
Length of Service.	
Age	
Location	

JUSTIFICATION/PURPOSE

STATE / RECORD PREVIOUS LOANS/ADVANCES OBTAINED (Please use recent Pay slip for information)

Type of Loan / Advance	Month obtained	Instalments Remaining	Balance Amount	Of	
1.					
2.					

I hereby make application for a loan to be granted to me in the amount of K_____ for above reasons.

I further agree that should I, at any time, make default in my monthly payments, through whatever cause, or in the event of my leaving the service of the Company before the loan is fully liquidated, the full amount becomes due and payable forthwith, and any balance of the loan, remaining unpaid, may immediately be deducted from any moneys which may be due to me by the company, whether on account of salary or for any other reason.

NAME: _____ **SIGNATURE:** _____

SECTION B: PAYROLL ASSESSMENT

(To be completed by Payroll)

Monthly Basic Salary	K
Allowances	K
Other	K
Gross Salary	K
Statutory Deductions (Tax / Napsa)	K
Net Pay before this Loan	K
Monthly Loan Repayment/ plus interest	K
Net Pay After this Loan	K
% Net Pay of Gross Salary Before / After Loan	
Total deductions as % of Gross Salary Before /After Loan	

HR OFFICER

NAME: _____ **SIGNATURE:** _____

DATE: _____

APPROVED BY: FINANCE & ADMINISTRATION DIRECTOR

NAME: _____ **SIGNATURE:** _____

DATE: _____

SECTION C: AUTHORISED BY EXECUTIVE DIRECTOR

Comments: _____

NAME: _____ **SIGNATURE:** _____

DATE: _____

2.12. Job Evaluation Request Form

Instructions

- To be completed when evaluating a job.
- Complete and attach the Job Description / Profile Form for the position being requested for evaluation.
- There are two (2) Sections A & B.

A. BEFORE COMPLETING THE EVALUATION:

1. Personal Particulars:	
<i>Requisitioned by:</i>	<i>Job Title:</i>
<i>Department:</i>	<i>Location:</i>
2. Justification of Job requirement: Why was the position created?	
3. In what way has the job changed significantly?	
4. What is the effect of the change on the other positions in the Team, Department & Organisation?	
5. Initial Approval:	
Supervising Officer (Comments)/Signature	
HR Officer (Comments/Signature)	
Finance & Administration Manager	
Executive Director	
FINAL DECISION (circle one)	PROCEED / DECLINED

B. AFTER COMPLETING THE EVALUATION PROCESS:

6. First Job Evaluation:	
HR Officer (Name / Signature)	
Job Evaluation Result (Grade)	
Date	

7. Final Approval	
Evaluation confirmation (Management)	
Supervising Officer (Signature)	
Executive Director/ (Signature)	
Approved Result (JOB GRADE)	
Date	

Justification for positioning the job in the chosen grade: Please attach the JOB EVALUATION RESULTS to confirm process

2.13. Leave Application Form

NAME OF APPLICANT:		
DESIGNATION:		
BALANCE OF DAYS :		
TYPE OF LEAVE REQUIRED: (Please Mark with X)		
Annual Leave		
Sick Leave		With Doctor's Certificate/Without Certificate
Maternity Leave		
Paternity Leave		
Study Leave		Course Taken:
Sabbatical Leave		
Compassionate Leave		
Religious Leave		
Special Leave		
Child Care Leave		
Overtime Leave		Dates Worked:
Number of Days Requested:		
On:	From:	To:
Reason for Application: (Except for Annual Leave)		
Signature of applicant: Date:		
Executive Director's Approval Yes/No		
Comments:		
Signature: Date:		