



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF
EDUCATION, SCIENCE AND TECHNOLOGY
DAR ES SALAAM INSTITUTE OF
TECHNOLOGY



STAFF REGULATIONS

ISSUED BY;
THE INSTUTITE COUNCIL

(Revised 2023)

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PRELIMINARY PROVISIONS

1.1 Establishment

The Dar es Salaam Technical Institute (DTI) was established in 1957 with the objective of upgrading youths who completed technical secondary school education as well as to train personnel in other fields such as secretarial services. The expansion of the DTI continued to grow and on 7th August 1962 the Institute was transformed to Dar es Salaam Technical College (DTC). The programs were offered in collaboration with City and Guilds of London Institute. Later in 1964, training programs leading to Ordinary Technician Diploma in Civil, Mechanical and Electrical Engineering were introduced.

In 1996, the Ministry of Science, Technology and Higher Education (MSTHE) reviewed its policy on Technical Education and Training in the light of global social economic changes. In the reviewed policy, the government demanded improvement of employment conditions of staff, governance and efficiency of management system of DTC and strengthening of training of technical education in the country as whole. As a consequence of that, in 1997 Dar es Salaam Institute of Technology (DIT) was established on the foundations of the former DTC.

1.2 Mandate of Dar es Salaam Institute of Technology

The Government Act of parliament. "The DIT Act No 6 of 1997" mandated the Dar es Salaam Institute of Technology (DIT) to undertake the following:

- (a) To provide facilities for study and training in the principles, procedures and techniques of:
 - i. Electrical Engineering,
 - ii. Mechanical Engineering,
 - iii. Civil Engineering,
 - iv. Computer Studies,
 - v. Engineering and
 - vi. Such other related disciplines as the institute may from time to time decide.

- (b) To conduct training programs in the disciplines specified in paragraph (a);
- (c) To engage in applied research and development in the disciplines specified in paragraph (a) and to evaluate the results achieved by the Institute training programs;
- (d) Provide Consultancy services to the government, parastatal bodies or industries and such other bodies or organizations;
- (e) To sponsor, arrange or provide facilities for conferences and seminars;
- (f) To establish departments within the institute for the organizations and administration of its work and activities,
- (g) To conduct examinations and grant awards of the institute as approved by the National Council for technical education;
- (h) To arrange for publication and general dissemination of material produced in connection with the work and activities of the Institute;
- (i) To engage in self-reliance activities for effective financing and promotion of entrepreneurship;
- (j) To establish and foster and closer other institutions association with the Universities, education and promote international cooperation with similar institutions; and
- (k) To do all such acts and things and enter into all such contracts and transactions as are in the opinion of the Council expedient or necessary for the proper and efficient discharge of the functions of the institute.

1.3 Vision and Mission Statements

In order to execute its duties and functions the DIT has defined its Vision and Mission as stated herein: -

1.3.1 Vision Statement

DIT has a vision of to become a leading technical education institution in addressing societal needs.

1.3.2 Mission Statement

To provide competence based technical education through training, research, consultancy and development of appropriate innovative technologies and entrepreneurship.

1.4 Core values

DIT Core Values is covered in the word **RESPECT** that means:

- (i) **Responsive:** DIT is quick to react in the way that is needed suitable or right for a particular situation.
- (ii) **Exceptional Service:** The Institute creates and improves relationships through positive interactions with others.
- (iii) **Student Centeredness:** The institution values and respects all students as unique individuals.
- (iv) **Professionalism:** The Institute takes pride in the work we do and value to learn of our job and perform to the best of our ability.
- (v) **Excellence:** The Institute recognizes conducive working environment is needed including short and long-term planning, exploration of new ideas, support for innovation, enrichment & professional development programs, accountability, and attention to health and well-being of faculty and all staff members.
- (vi) **Commitment:** The Institute is dedicated to the community it serves.
- (vii) **Transparency:** The Institute believes that success is achieved through open exchange of information. Cognizant is built on a foundation of open and honest communication.

1.5 Objectives of DIT Staff Rules and Regulations

- (i) The purpose of these Regulations are:
 - (a) To provide a framework of behaviour pattern and performance standards expected of DIT employees;
 - (b) To be used as a Management tool for effective engagement of the human resource in implementing its strategic objectives and spell out the rights and obligations of employees;
 - (c) To provide fair and transparent mechanisms in dealing with Human Resource matters to avoid bias, unfairness, fear or favour; and thus provide grounds for effective and efficient DIT team-work; and enable application of best practices in people management within the Institute.

1.6 Scope and Application

- (i) These Regulations shall apply to all employees of DIT unless where individual employment contract provides otherwise;
- (ii) In addition to these Regulations, employees shall observe such other policies, rules, instructions and circulars as may be issued from time to time for the better running of the Institution;
- (iii) The implementation of these Regulations rests upon the Rector who is in-charge of all employees and responsible for the organization day to day operations. However, the Rector may delegate such powers vested to him to specified officer (s) in regards to the implementation of these regulations.

1.7 Interpretation

- (i) In the event of any conflict between these regulations and any other Act; the Public Service Act of 2002 and its Regulations of 2003 and Standing Orders of the Public Service, 2009 shall prevail;

- (ii) In any dispute regarding the interpretation of these Regulations, the Rector or those delegated, shall be arbiter in the first instance;
- (iii) Any person aggrieved by the decision of the Rector shall refer that dispute to the Council and or other higher appeal bodies as shall deem appropriate;
- (iv) Singular words shall include plural and words in the plural include the singular where applicable;
- (v) The masculine gender shall also include the feminine.

1.8 Amendments

- (i) Amendments to these Regulations shall be made by the Rector endorsed by the Council and shall be approved by the Permanent Secretary responsible for Public Service Management; and will be issued in the form of Rector's Notice to all staff;
- (ii) No employee shall be affected adversely by any review, amendment or modification of these regulations if at the time of such review, amendment or modification his particular case or cases happened to be under consideration.

1.9 Promulgation (Declaration)

Acceptance of offer of appointment shall be deemed to include acceptance of the provisions of these Regulations.

1.10 Definition of Terms

In these Regulations, unless the context requires otherwise;

- a) "Act" means Dar es Salaam Institute of Technology Act No. 6 of 1997
- b) "Actable positions" Actable posts means Rector, Deputy Rectors, Directors, Managers, and Head of Units.
- c) "Appointment on Superlative Substantive Posts" means all managerial posts which areactable.
- d) "Council" means the Council of the Dar es Salaam Institute of Technology, established by the Act Act No. 6 of 1997

- e) "Institute" means the Dar es Salaam Institute of Technology as established under the Act No. 6 of 1997
- f) "Child" means unmarried child, child born out of wedlock, step child, legally adopted child, or child of the deceased near relative, who because of physical or mental infirmity or because of being a pupil in a primary, secondary or tertiary school, is unable to earn a living and is therefore wholly maintained by the employee, who is less than 18 years of age and under 25 years for children attending school;
- g) "Code of Practice" means a set of rules relating to the method to be applied or the procedure to be adopted in connection with the construction, installation, testing, operation or use of any article, apparatus, instrument, device or process;
- h) "Directive" means a directive issued by Government Authorities
- i) "Rector" means the Rector of the Institute appointed under the Act;
- j) "Domicile" means the place that the employee has on his first appointment specified as his home in Tanzania or otherwise declared by the employee and accepted by the Management during the course of the employee's employment;
- k) "Employee" means any person recognized by the Public Service Act.
- l) "Executive Staff" These are Institute's staff that are neither in operational grade nor officer grade and are responsible for the management of the Institute. They have fixed salary scales and also deserve to receive some allowances due to their positions. Entitlements are mentioned in their Appointments Letters are outlined in the Public Service Laws and guidelines (Orders), Government Circulars, or any Document Approved by Permanent Secretary (Establishment);
- m) "Family" means the employee, employee's spouse and four (4) children or legally dependents.
- n) "Hardship Allowance" is an extra amount of money that is paid for working in difficult conditions or more in areas where it is particularly difficult or unpleasant to live and work. It is additional pay that an expatriate employee may receive for living and working in a potentially dangerous area;

- o) "Medical Officer" means Government Medical Officer or such other registered medical practitioner recognized by the Government;
- p) "Medical Council" means a panel of Medical Doctors appointed by the Ministry responsible for health
- q) "Minister" means the Minister responsible for the Ministry that the Institute reports to;
- r) "Management" is as defined in the Dar es Salaam Act No. 6 of 1997
- s) "Night" means the hours between eighteen hours and before Six hours of the next day
- t) "Paid leave" means any leave paid and calculated on an employee's basic wage;
- u) "Service" means the public service in the Government of the United Republic of Tanzania.
- v) "Specification" means a description of any commodity by reference to its nature, quality, strength, purity, composition, quantity, dimensions, weight, grade, durability, origin, age or other characteristics or to any substance or material of, or with which, or the manner in which, any commodity may be manufactured, produced, processed or treated.
- w) 'Shift' means an employee's scheduled period of work.
- x) "Spouse" means a husband or wife of the employee and for the purposes of privileges and entitlements under these Regulations means one spouse only.
- y) "Standard" means a set of rules or conditions, approved, prescribed or recommended by the Institute, which relate to, or govern the specification, code of practice, safety, trade description, sampling method, testing method or any other aspect, quality nature or matter relating to, or connected with
 - i) the production or marketing of any commodity; or
 - ii) any component, raw material, machinery, instrument, apparatus or other things whatsoever used, directly or indirectly in the production or marketing of any commodity, and includes, in relation to metrology, provisions approved or prescribed by the Institute relating to the fundamental unit of physical constant and the testing of instruments and

apparatus used for the determination of weights and measures; and
“Standardization” means the provision or promotion of standards.

- z) Trade Union” means a Trade Union as defined in Section 4 of the Employment and Labor Relations Act Cap 366.

1.11 Compliance

All employees shall comply with these Regulations. Deliberate or out of ignorance non-compliance to these Regulations and other operational instructions shall attract disciplinary action or criminal proceedings against such employee.

1.12 General Obligations of the DIT Management

- (i) The basic aim of the Institute is to have effective management so that employees find satisfaction while working towards the realisation of Institute's objectives;
- (ii) Considered essentials to achievement of the aim of Dar es Salaam Institute of Technology are as follows: -
 - (a) to have a stable staffing and to ensure efficient and economic conduct of the Institute's operations;
 - (b) to have all positions in the Institute's structure filled by persons who are loyal, diligent and properly suited to them
 - (c) positions by virtue of their knowledge, skills, experience, right attitude, physical condition, personality and interest;
 - (d) to provide conducive work environment that will maintain and foster interest and growth;
 - (e) to maintain as far as possible a salary structure and benefits at levels that are broadly equivalent to skills and responsibilities to

facilitate highest contribution to the realization of the Institute 's objectives;

- (f) to have at each level in the Institute's; - Succession Plan and Talent management mechanisms to ensure that when vacancies occur or new positions, the qualified personnel are available to fill them internally; and
- (g) to ensure there is no any type of harassment and discrimination, including sexual harassment and gender discrimination, among employees. Each employee has the right to be treated fairly and with respect.

1.13 General Obligations of DIT Employees

The efficiency and effective operations of the Institute shall be dependent upon talented and motivated human resource who shall also be obliged to observe the following: -

- (i) *Employee integrity:* The Institute operations are based on confidentiality, trust and honesty. All employees are required to depict great loyalty to the Institute, unquestionable integrity of character and willingness to protect the Institute, and its interests;
- (ii) *Conduct:* Every employee shall conduct himself in official or private affairs in manner which will not discredit the Institute, or themselves or bring the Institute into disrepute;
- (iii) *Standard of Conduct:* The following are among standards of conduct which should serves as basic guides to the individual Employee member in preventing him from committing any action which may reflect adversely upon himself or the Institute.
 - (a) Every employee shall, at all times both inside and outside the Institute premises, and whether on duty or not, behave themselves in a manner as befit any employee of the Institute. In

particular, the Employee must exercise fact, discreteness and common sense in their dealings with members of the public.

- (b) An employee shall not demonstrate impoliteness or intolerance, no matter how provocative the client or member of the public is. Evidence of such behaviour in the Institute premises or when on duty shall render an Employee liable to disciplinary action.
- (c) Every employee shall perform his official duties in accordance with the general instructions laid down by the Institute.

CHAPTER 1

APPOINTMENTS, CONFIRMATIONS, PROMOTION, TRANSFER AND PERFORMANCE APPRAISAL

2.1 Recruitment Procedures

- (i) Recruitment and appointments of employee of the Institute shall be made on the basis of a fair, transparent and competitive selection process, which shall be based on an objective assessment of the suitability of each candidate;
- (ii) The number of persons to be employed by the Institute shall be such that it is capable of carrying out its functions;
- (iii) A post in the service of the Institute may only be filled if there is a justifiable reason for it and approved budget.

2.2 Requisition to Fill a Vacancy

- (i) Where a position falls vacant or is anticipated, the respective Director, Manager or Head of Unit in which the vacancy requires to be filled shall report to the Management for implementation by Director responsible for Human Resource Management and Administration;
- (ii) In addition, the Head of Directorate or Unit concerned shall enclose an updated job profile and where applicable, a recommendation with justification on whether the vacancy should be filled internally, recruitment or by transfer.

2.3 Filling of Vacant Positions

- (i) All external recruitment process shall be done by Public Service Recruitment Secretariat procedures.
- (ii) When filling vacancies existing in the Institute, the vacancies shall be first advertised internally. Only when no qualified employees are available within the Institute, the post will be advertised externally.

- (iii) The filling of vacant positions internally may be through internal competition, promotion, re-categorisation or internal transfer of an employee;
- (iv) During internal recruitment process, in advertising vacancies, academic, professional and other qualifications, experience, and related skills together with a brief job description will be given in the advertisement;
- (v) As per Public Recruitment Secretariat procedures, Short-listed applicants who appear for interview will be informed about the outcome of the interview within four weeks.
- (vi) For the avoidance of doubts, short-listed candidates shall be only those who meet the qualifications;
- (vii) In specific circumstances the Appointing Authority may approve the use of headhunting method to obtain the right candidate to fill the vacant positions.

2.4 Interviews

- (i) The Public Service Recruitment Secretariat is responsible for recruitment of Public Service employees. However, it may delegate the powers in certain circumstances to the Institute to proceed with interviews for which the Institute may constitute Interview Panels;
- (ii) Where the Public Service Recruitment Secretariat has delegated powers to the Institute to proceed with interviews, the Interviewing Panel shall be composed as follows: -
 - (a) The panel for Interview of Directors shall comprise of Director Responsible for Human Resource Management, at least one member of higher grades appointed from outside Institute who is specialised in the relevant field and one member from Public Service Recruitment Secretariat. The panel member with relevant field shall be the chairperson. The Director responsible for Human Resource Management shall be the secretary to the panel.

- (b) The panel for Interview of Heads of Units/Sections and Managers shall comprise of Deputy Rector under whom the Unit/Section reports, Director Responsible for Human Resource Management and Director responsible for the Directorate or Unit for which the vacant position is to be filled and one member of higher grades from outside the Institute who is specialised in the relevant field. The Deputy Rector in the panel shall be the chairperson. The Director responsible for Human Resource Management shall be the secretary to the panel.
- (c) The panel for Interview for non-managerial positions shall comprise of the constituted Committee Members as will be determined appropriately basing on the field of study required. The person with related field shall be the chairperson of the panel and The Manager responsible for Human Resource Management shall be the Secretary to the panel
- (iii) The panel shall interview candidates who have been shortlisted and shall make its objective assessment of the suitability of each candidate and indicate the ranking of each of them;
- (iv) All records of the Recruitment procedures (Long listing and Short listing) and Interview including interview questions, rating papers and interview reports shall be kept confidential under the custody of the Director responsible for Human Resource Management and Administration;
- (v) In all Interviews, Members of the panel shall be paid sitting allowance at the rate provided in the Incentive Scheme or Circular as the case whatever the case maybe,
- (vi) Report of the interviewing panel shall be submitted to the relevant Appointing Authority for consideration/approval;

2.5 Employment of Spouses or Close Relatives of Existing DIT Employees

Generally, there will be no spouses or close relatives of existing employees employed by the Institute and placed in the same Directorate, Unit, Department or Section unless particular circumstances so demand for which

a written approval of the Rector shall be required. However, the spouse or close relative may be employed by the Institute and be placed in different Directorate, Unit, Department or section.

2.6 Due Diligence

Appointment to the Institute shall be subject to a clean confidential report from verification of academic certificates from relevant authorities and or vetting results from the national organs.

2.7 Medical Report

All new employees shall undergo medical examination and their appointment shall be subject to medical examination by a medical practitioner recommended by the Institute. For this purpose, the Medical Examination Form-**DIT/HR/FORM1** shall be completed. Letters of engagement will only be issued after satisfactory medical reports have been filled and authorized by the Rector.

2.8 Date of First Appointment

- (i) The date of first appointment of a newly appointed employee shall be the date he has reported for duty and/or officially commencing work subject to signing the Letter of Appointment **DIT/HR/TEMPLATE 1** to confirm his acceptance to the appointment;
- (ii) Upon appointment, every employee shall be required to fill and submit to the Institute Personal Record Form –**DIT/HR/FORM 2** which shall remain the official document of the employee's records until and/or unless the Institute approves necessary and genuine changes;
- (iii) The information filled in the Personal Record Form should not differ from the information filled in school's records especially date of birth and other information until approved otherwise.

- (iv) Appointments on permanent terms may be made subject to a probationary period of twelve (12) months. Confirmation to the post shall be subject to successful performance justified by evaluation report Probation Performance Evaluation Form -**DIT/HR/FORM 3**;
- (v) The Rector may, where the employee has previously served in the post or in a similar post on non-permanent terms or where the reduction of the probationary period is necessary or desirable for administrative reasons, reduce the probationary period;
- (vi) The reduction of probationary period made under paragraph (v) shall not be less than six months;
- (vii) The employee shall be considered to have been confirmed in the service upon the expiry of this probationary period unless the Institute extends the probation for the reasons of poor performance;
- (viii) Where employees are not qualified for confirmation as per sub- section iv of this regulations, the employer shall extend the probation of such employee up to six months to allow the employee to have an opportunity for improvement.
- (ix) A formal letter of confirmation - **DIT/HR/TEMPLATE 2** shall be issued to a probationary employee to inform him of his confirmation to the post.

2.9 Appointing Authority

Under these regulations the following shall be the appointing authorities: -

Positions	Appointing Authority
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Chairperson of the Council	As specified under the Institute Act prevailing at that particular time.
Members of the Council	As specified under the Institute Act prevailing at that particular time.
Rector	As specified under the Institute Act prevailing at that particular time.
Deputy Rector	The Council
Directors, Heads of Units and Managers	The Council
Heads of Academic Departments	The Council
Senior Academic Staff and Administrative Staff at the rank of Principal	The Council
Other staff	The Rector

2.10 Institute Appointments and Disciplinary Committee (IADC)

There shall be Institute Appointments and Disciplinary Committee (IADC) which shall be responsible for appointment and handling disciplinary matters of employees other than Rector, Deputy Rector, Directors, Heads of Units, Managers, Senior Academic Staff and Administrative staff in the Principal level.

The committee shall consist of the following members: -

- (a) Rector shall be the Chairperson;
- (b) Deputy Rector (Academic, Research and Consultancy) – Member,
- (c) Deputy Rector (Planning, Finance and Administration – Member,
- (d) Director of Human Resources and Administration – Member,
- (e) Representatives from Majority Trade Union
- (f) Manger Administration - Secretary,

2.11 Categories of Contracts of Employment and Appointments

Institute shall have the following types of appointments; -

- (a) Appointment on contract for Unspecified Period (Permanent Terms);
- (b) Appointment for Specified Period of Time (contract);

- (c) Appointment on contract for Specific Task;
- (d) Acting Appointments;
- (e) Appointment on Promotion.
- (f) Appointment on Superlative Substantive Posts as per DIT Organizational Structure.

2.12 Appointment on Contract for unspecified Period of Time

- (i) Only citizens who are 18 years and not above 45 years with required qualifications may be appointed on Unspecified Period Contract (Permanent) terms as stipulated under the Public Service Act No. 08 of 2002 or any other relevant labour laws;
- (ii) All appointments on unspecified period contract terms shall be subject to the employees being required to serve a probationary period of twelve (12) months during which an employee's performance shall be assessed based on probation performance agreement (targets) entered between the employee and a supervisor;
- (iii) A person filling this position is expected to make full career with the Institution.

2.13 Appointment on Contract for Specified Period of Time

- (i) The Institute shall determine posts justified for appointment on contract for specified period terms: -PROVIDED that the law and relevant regulations are observed;
- (ii) The employment on specified period terms shall be for a period not exceeding three years, renewable, subject to evaluation of the respective employee's performance as deemed fit by the Appointing Authority;
- (iii) Terms and conditions of employment for employees engaged in Contract for Specified Period shall be as provided in the respective employees' employment contracts: - **Provided** that relevant laws and regulations are observed;

2.14 Contract for a Specified Task

Where a person is engaged to perform specific task shall be remunerated in accordance to the rates provided in the DIT Incentive Scheme or any other guidance as may case may be.

2.15 Age Limit on Appointments

- (i) No person who is above the age of 45 years shall be appointed on permanent terms since the pension qualifying period is 15 years or 180 Months.
- (ii) Employees above the age of 45 years may however be employed on contract of specified period, as specified in these Staff Regulations.

2.16 Acting Appointment

- (i) The actable posts shall be Rector, Deputy Rectors, Directors, Heads of Units and Managers.
- (ii) All Directors, Managers and Heads of Units and Sections shall make sure they have competent and reliable employees who can be able to act in their absence. Unless provided otherwise, the Seniority will be observed in acting appointments;
- (iii) Acting allowance may be paid to employees acting in actable post for one month with minimum period of not less than Twenty-Eight (28) consecutive days and shall be paid in *pro rata basis*;
- (iv) Depending on circumstances and exigency of duty, the Institute shall pay acting allowance to Non-Actable posts as provided in DIT Incentive Scheme.
- (v) Acting appointment should not exceed six (6) months, except in cases where the post falls vacant or where the incumbent is away on studies or leave of absence.

2.17 Appointment on Promotion

- (i) Promotion shall be granted at the mandate of the Appointment Authority and shall depend inter alia, on the employee performance to be supported by merit, conduct, qualification, attitude, experience,

seniority, scheme of service and availability of vacancies and approved budget;

- (ii) The Appointing Authority shall ensure that objectives of promotions are met which include; -
 - (a) To reward the employee for good performance and ability to handle higher responsibilities;
 - (b) To provide Human Resource proper succession planning and talent management;
 - (c) To foster a career growth of the employee in relation to the Institute Scheme of Service; and
 - (d) To serve as a tool for motivating employees to higher performance.
- (iii) An employee is not in any way permitted to influence promotion or seek political influence with a view to obtaining advancement in the Institute's services; or intervene on his behalf in some matters affecting him personally which is in dispute between himself and the Institute or with a view to furthering any ends which do not form part of the Institutional accepted policy.
- (iv) Any such approach shall be regarded as misconduct and render the employee liable to disciplinary action.
- (v) Letter of promotion is provided under to these Regulations.

DIT/HR/TEMPLATE 3

2.18 Period of Promotion on probation

- (i) All promotions to managerial positions shall be on probation for a period of six (6) months which on successful completion, the employee shall be confirmed to the post;

- (ii) During promotion on probation period, immediate supervisor shall give regular feedback on the performance of the employee in writing.

2.19 Reversion or Extension of probation Period

- (i) Where the employee has failed to achieve agreed targets during the trial period, the immediate supervisor shall recommend to the appropriate Appointing Authority for reversion to his former post or extension of the trial period provided in both cases the employee concerned has been given opportunity to make representation on the matter. The extension of the trial period shall not exceed three (3) months.
- (ii) In case an employee is reversed to his former position, he shall remain with his existing salary and such employee shall **not** be entitled to all allowances prevailing post.

2.20 Acceptance of Conditions of Promotion or Appointment of probation

All employees selected for promotion or appointment on probation shall be required to signify in writing their acceptance of the condition that failure to prove their capability for substantive promotion during the probation period shall entail them for return to their former grades.

2.21 Effective date of promotion

The effective date of an employee's promotion shall be determined by the Institute conveying the promotion on the date of approvals of the relevant authorities.

2.22 Certain Persons Barred from Appointment to Institute Services

- (i) No person who has been removed or retired from the service in public interest shall be appointed in the service of the Institute;
- (ii) No person who is of unsound mind shall be appointed in the services of the Institute;
- (iii) No person who is not a citizen shall be appointed on contract for unspecified period;
- (iv) No person with criminal records shall be appointed in the services of the Institute.

2.23 Personal Files for New Employees

The Directorate responsible for Human Resource Management and Administration shall be required to open a personal file for new employee which shall consist amongst others copy of the job advertisement (if any), employee's application letter and resume, offer of an employment/contract of an employment; employment acceptance letter; medical examination report; and certified copies of original academic certificates and birth certificate for self, spouse and children. Other records shall include at least two (2) reference letters; vetting reports (if available); passport photo; filled personal records form; marriage certificate (if any); Next of kin information and any other relevant information.

2.24 Seniority on First Appointment

- (i) Unless otherwise provided, the seniority between employees in a particular post or grade shall be governed by the order of the effective dates of their confirmation;
- (ii) When a confirmed employee is promoted to a higher grade or transferred to a different grade, he will take seniority immediately below the last confirmed officer in that grade. It should be noted that in selecting candidates for promotion, the Institute shall focus on the performance of the respective employees in addition to the qualifications and experience, proved merit and suitability for the posts in question.

2.25 Determination of Date of Birth

Where only the year (and not the actual date) of birth of an employee has been recorded, his age shall be determined by deeming his date of birth to be the first day of July of the year. Where only the month of birth has been recorded, the date of birth shall be deemed to be the sixteenth day of that month or fifteenth in the case of February. Where there is ambiguity on the date of birth of an employee and where there is argument between the employer and an employee as to the accurate date of birth, the date or record

disclosed by an employee in schools and recorded in leaving certificates, shall be recognized as the accurate date of birth of such employee and shall be used in determination of the retirement.

2.26 Transfers and Movement between Posts

- (i) The Appropriate Appointing Authority reserves the right to transfer any employee from one duty station to another or from one comparable position in any Directorate/Unit/Section within the Institute if the exigencies of service so demand.
- (ii) An employee shall be required to obey a transfer order rightfully given to him and failure to do so without reasonable and acceptable explanation will render him liable to disciplinary action which may include lawful termination;
- (iii) Rotation or movement of employees within the Institute from one post to another which does not entail promotion or demotion may be made in order to give an employee broader job experience and/or meet staffing requirements.
- (iv) An employee shall be required to accept transfer to any other public service office done by the Permanent Secretary responsible for Public Service in accordance with the powers vested on him under the Public Service Act No. 8 of 2002 and its regulations of 2003 and their amendments.

2.27 Work Outside the Institute

- (i) No employee may render professional assistance on a remunerative basis to private persons or firms; or accept any work during working hours without permission of the Appointing Authority.

- (ii) Notwithstanding the provision of paragraph (1) there will be no objection to members of staff to hold honorary posts as office bearers of religious bodies, charitable institutions, other bodies and the like; as long as those activities do not cause interference with the Institute business.

2.28 Staff Performance Review

- (i) Performance review involves giving staff timely, relevant and effective feedback in an effort to promote job satisfaction, increase competence and develop staff professionalism;
- (ii) In order to have effective performance management system, the Institute shall put in place different mechanism and performance management tools to review employees' performance as per **DIT/HR/FORM4**. Such tools shall include Performance Review and Appraisal System in place at that particular time depending on the nature and functions of the Institute;
- (iii) The Institute may develop a separate Staff Performance Management Guide and Standard Operating Procedures (SOPs) for effective execution of the performance reviews based on the nature of the Institute undertakings.

CHAPTER 2

SALARIES, ALLOWANCES AND OTHER BENEFITS

3.1 Payment of Salaries

- (i) The Institute shall endeavour to have a fair, competitive and attractive compensation scheme to be able to recruit, motivate and retain qualified and competent staffs;

- (ii) Salary structure shall contain scales and steps or notches applying to all the employees of the Institute;
- (iii) Salaries will be reviewed from time to time based on the Institute's performance, economic condition of the country, budgetary provisions and approvals by the Council, Treasury Registrar and Permanent Secretary responsible for Public Services;
- (iv) The Institute will make deductions from the employee's salary i.e. statutory deductions, loans, court order and any deduction directed by the employer as may case may be.
- (v) A salary slip shall be forwarded to employee on monthly basis either via Treasury Salary slip portal or by an employer or through any other electronic means provided by the respective Authorities;
- (vi) Salaries shall be paid monthly in arrears through employee's bank account at the end of each calendar month; provided that where this cannot be effected, due notice shall be given.

3.2 Procedure for preparation and payment of salaries

- (i) The Head of Directorate responsible for Human Resources Management and Administration shall be responsible for preparing the payroll.
- (ii) An updated history of every employee shall be maintained by the Head of Department responsible for Human Resources Management and Administration and the same shall be the basis for preparation of monthly payroll.
- (iii) Employees' salaries shall be paid once in every month in arrears through the payroll by direct payment to employees' bank accounts.
- (iv) Manager of Human Resources shall be responsible for payroll processing before and after verification. He shall retrieve the pay roll

from the System and forward to head of departments or Units for verification.

- (v) Every Head of Department or Unit shall be responsible for pay roll verification before payment of monthly salary

3.3 Annual Salary Increments

- (i) Annual salary increments shall be granted as per government directives.
- (ii) Without outstanding the sub section 3.3 (ii) an employer may grant increment (s) an employee of non-lecturer cadre who completed Post Graduate studies such as Master's Degree or Post Graduate diploma as per government circulars.
- (iii) Normal annual salary increment shall be awarded to all employees according the government directives.

3.4 Salary on Promotion

An employee promoted to a higher salary scale will enter the new scale at the minimum step (entry point) unless the staff is already paid a salary higher than the minimum of the new scale in which case he will retain the higher salary as personal salary.

3.5 Salary Adjustments

- (i) In as far as possible the Institute will ensure that purchasing power of its employee's salary is maintained, the employer shall be responsible to review scheme of service and salary structure to reflect the market the demand.
- (ii) In determining the remuneration, the Council shall take into account: -
 - (a) The capacity of the Institute to generate income from its own sources;

- (b) Inflation and costs of living;
- (c) Employee performance, and
- (d) The need to attract and retain talent employee.

3.6 Salary Scales

Staff salary scales shall be those prescribed by the Institute in the approved Schemes of Service and Salary Structure.

3.7 Allowances and Benefits

3.7.1 Subsistence Allowance and Hotel Accommodation

Employees are entitled, when appropriate, to receive the following allowances: -

- (i) An employee of the Institute shall be entitled to receive daily subsistence allowance (DSA), also referred to as travelling allowance or per diem, in respect of every night for which either he is away from his duty station for approved reasons;
- (ii) The rates of daily subsistence allowance shall be as provided in the Institute's Incentive Scheme or government circulars as may be provided time to time.
- (iii) When the subsistence expenses of employees travelling on duty outside the country are met by the government or any other organization concerned with the visit, the travelling employee shall be entitled to receive additional 20% of the approved subsistence allowance to cover incidental expenses.
- (iv) When employees are travelling on duty outside the country and accommodation expenses on half board arrangement are met by the government or any other organization concerned with the visit, the travelling employee shall be entitled to receive additional 50% of the

approved subsistence allowance to cover lunch, evening meal and other incidental expenses;

- (v) An employee who attends short courses, seminars, workshops, symposia, conferences within their duty station outside the DIT work stations or premises shall be paid subsistence allowance to cover for transport and other incidentals at the rates as provided in the Incentive Scheme or government circulars as may be amended time to time.
- (vi) When an employee is assigned to work away from his office for more than six hours shall be paid a half per diem of his rate or as per incentive scheme. For avoidance of doubt, an employee is considered working outside his duty station when performing duties outside the duty station when such duty is performed outside the DIT premises.
- (vii) An employee on first appointment shall be entitled to full subsistence allowance for a maximum number of seven (7) days and fare from his place of domicile.
- (viii) In case of any employee is appointed for first appointment in managerial level apart from transfer an employer may pay subsistence allowance for a maximum number of seven days (7) and fare to himself, spouse and maximum of four (4) dependants as prescribed in Institution incentives scheme.
- (ix) The Institute shall in exceptional cases and/or circumstances pay for hotel bills of the employee in lieu of subsistence allowance or hotel and breakfast together with half per diem to cover lunch expenses.

3.7.2 On-Transit Allowance

A public servant who travels on duty for more than six hours shall be entitled 50% of subsistence allowance as transit allowance which shall be determined from time to time by Permanent Secretary (Establishments)

3.7.3 Transfer Allowance

- (i) Subsistence Allowance shall be paid to Public Servant, spouse, children or dependants for the nights necessarily spent on the journeys to the new station. Payment of transfer allowances shall be limited to 14 days. The purpose of this allowance is to help the employee's upkeep at the new duty station before he gets permanent accommodation;
- (ii) A public servant who is transferred solely at his own request, to suit his own convenience, will not be eligible for the grant of any subsistence allowance, except under the following circumstances:
 - (a) Where a public servant transferred has been working in one station continuously for 5 years or more; and
 - (b) When under special circumstances, the public servant is transferred in preparation for retirement and he has been working away from his region for a continuous period of 10 years or more.

3.7.4 Outfit Allowance

- (i) Staff who travels outside Tanzania to attend conferences, seminars, study tour, to undertake formal courses of in-service training or any other official duty, shall be eligible to receive an outfit allowance at the rate determined by government circulars or Institute Incentive scheme
- (ii) The allowance shall be paid once in every two years.

3.7.5 Kilometre Allowance

Entitled employees may use his own motor vehicle or motorcycle and related for the Institute's official business at the rate provide under Institute's *Incentive Scheme*. The Institute shall not be responsible for any damage of the employee's motor vehicle or motorcycle so used.

3.7.6 Entertainment Allowance

- (i) The Institute shall provide Entertainment Allowance to the Rector and Deputy Rectors to offer hospitality to persons concerned with his field of responsibilities and also to enable him to establish personal contacts in business environments as per Institute's *Incentive Scheme*.
- (ii) The amount to be paid as Entertainment Allowance shall be determined by the Council from time to time. Other eligible officers including Directors and Heads of Units/Departments may be provided entertainment allowance on request where it seems necessary.
- (iii) Where entertainment of official visitors takes place in a hotel or restaurant, reimbursement should be on the basis of actual expenditure supported by documentary evidence like hotel bills and invoices.

3.7.7 Acting Allowance

- (i) Acting allowance may be paid to employees acting in actable positions for a minimum period of not less than 28 days consecutive and shall be paid in *pro rata* basis;
- (ii) Notwithstanding provision of sub-regulation (i) the seniority shall be observed in the delegation of the offices;
- (iii) The acting allowance shall be calculated at the rate of the full difference between the salary level in which he is acting and the employee's salary;

- (iv) An employee who has been authorised to act in the actable positions shall become eligible for subsistence and disturbances allowance applicable to the salary scale of the post in which he is acting as case may be.

3.7.8 Court Attire and Uniform Allowance

- (i) Court Attire allowance shall be paid once per year to the State Attorney Legal Officers authorized by Attorney General to perform the duties on his behalf as per Section 16 of the Office of the Attorney General (Discharge of Duties) Act. No. 4 of 2005. The rates of allowance are provided shall be as per Institute's Incentive Scheme or as shall be determined by relevant authorities from time to time.
- (ii) The Institute shall from time to time supply uniforms to employees obliged to wear uniforms while on duty. At least two pairs of uniforms will be issued in any one financial year.
- (iii) When an employee has been supplied with uniforms; the employee shall wear them while on duty and shall keep them clean and in good order.

3.7.9 Disturbance Allowance

When an employee is transferred from one duty station to another he shall be entitled to disturbance allowance calculated at the rate of ten (10) per centum of the employee's annual substantive basic salary.

3.7.10 Utilities and Security Allowance

All managerial posts shall be provided with utilities allowances. In addition, the Rector shall be provided with fully furnished house or equivalent allowance in case he chose to use private accommodation and also shall be provided with standby generator, domestic security and domestic helper allowance. The rates shall be as per Institute's *Incentive Scheme* and shall

be determined by the Council and approved by Treasury Register from time to time.

3.7.11 Extra Duty Allowance

- (i) Extra duty allowance shall be paid at the rate to be determined in the Institute's Incentive Scheme and Treasury Registrar as amended time to time.
- (ii) Lecturer cadres may be paid teaching load as per DIT Teaching Policy
- (iii) The procedure for application of extra duty allowance shall be as follows:
 -
 - (a) Where the exigency of duty requires an employee to work extra-hours, a supervisor shall fill Extra Duty Application Form **DIT/HR/FORM 5**;
 - (b) The filled application form shall be forwarded to the immediate supervisor for recommendations and shall be endorsed by the Head of Department.
 - (c) The application form shall be forwarded to the Director responsible for Human Resource Management for final approval and subsequent submission to relevant Deputy Rector for authorization of payment processes;
 - (d) Payment shall be made upon the satisfactory completion of the assignment.

3.7.12 Transport Allowance

An employees of the Institute may be paid transport allowances to enable them to use own vehicle to commute to and from work. The rate of allowance shall be as per the Institute's *Incentive Scheme*.

3.7.13 House Allowance

The Institute may provide its non-managerial employees with accommodation in its real estate facilities to enable employee to be within the acceptable proximity to work places. Where the Institute is unable to provide

accommodation, it may pay house allowance at the rates provided in the Institute's Incentive Scheme.

3.7.14 Sitting allowance

- (i) Sitting allowances shall be paid to members of committees eligible for sitting allowance.
- (ii) The Institute may pay sitting allowance to other committees as may be approved by the Council from time to time;
- (iii) The rates of sitting allowance shall be as per the Institute's Incentive Scheme or relevant authority circulars and directives. The rates may be reviewed from time depending with circumstances and approved by the Council and other relevant authorities as shall deem appropriate;

3.7.15 Cash Handling Allowance

All Cashiers dealing with direct cash will be entitled for cash handling allowance to be paid as per rate determined in the Institution Financial policy.

3.7.16 Responsibility Allowance

The Institute will be paying responsibility allowance to its staff who have been assigned extra duties and responsibilities on top of their normal duties and responsibilities for a period not less than one year at the applicable Government rates as they may be at that time.

3.7.17 Time Bar on Claims

Any claim by the Institute employee of any category for entitlements under the Staff Regulations or other regulations made outside the existing Financial Year after the claim was due shall be treated as time-barred, unless the Rectors satisfied that special circumstances precluded the submission of the claim at an earlier date.

3.7.18 Honorarium

- (i) Employee who make special contributions to the Service of the Institute that leads to economic gain or greater efficiency or enhanced reputation of the service may be eligible for the payment of honorarium of an amount, which the Rector considers reasonable and justified under the circumstances;
- (ii) Deputy Rectors may recommend to Rector an employee under his Department to be granted honorarium after such employee is made special contributions to the Service of the Institute that leads to economic gain or greater efficiency or enhanced reputation of the service.

3.8 Special Events Allowance

Staff participating in special National/International events for duration of six hours or more may be considered for payment of allowances equivalent to 50% of respective per diem rates provided that prior approval has been granted by the Rector.

3.9 Loans

Depending on availability of budgeted funds, the Institute shall prepare and maintain a special fund for providing concessionary interest loans to staff for purchasing homes, household furniture and appliances and vehicles for personal use and school fees. Terms and procedures to be used will be stipulated in internal operating policies/procedures relevant to the particular loan;

3.10 Gratuity

- (i) The employees of the Institute who at the time of engagement were at the age of above 45 years and were not members of any Social Security Scheme as provided under the provisions of Social Security Act Cap 135 (R.E. 2015) may negotiate and be considered for payment of Gratuity.

- (ii) Where the Gratuity is applicable shall be paid at the rate of 25% of the total basic salary for the duration of contract.

3.11 Festival Allowance

- (i) The Institute may pay employees festival allowance during national festivals at the rate provided in the Institute's Incentive Scheme to provide an opportune moment for employees to meet and rejoice with their families and relatives. These occasions intrinsically rejuvenate their morale and hence improve their work performance. The allowance will therefore assist them to shoulder the costs associated with hosting such gatherings.
- (ii) Festivals covered under these regulations shall include Eid El Haj, Easter, Eid El fitr and Christmas and other public holidays.

3.12 Long Service Awards

- a) The Institute shall award long serving employees as part of strategy to retain talents and good performing employees;
- b) The rates of awards and arrangements for long services award shall be as per the Institute's Incentive Scheme applicable at that particular time.

3.13 Certificate of Service

A Certificate of Service shall be issued to an employee who has performed an extra ordinary by saving the Institute from loss as way of recognizing the outcome of his performance and those who are leaving the service of the Institute.

3.14 Golden handshake for employees on permanent terms

The Institute shall grant a golden handshake for employees on compulsory retirement; voluntary retirement, retiring on medical grounds and retrenchment on operational requirement who have served the Institute continuously for not less than 15 consecutive years. The rates of golden handshake and mode of calculating shall be as per the Institute's Incentive Scheme.

3.15 Risk Allowance

The Institute may pay Risk allowance to employees depending on the working environment and nature of activities conducted by employees. The rate of allowance shall be as per the *Institute's Incentive Scheme*

3.16 Hardship Allowance

The Institute shall pay monthly hardship allowance at the rates provided in the *Institute's Incentive Scheme*.

3.17 Airtime Allowance

Depending on the nature of duty, the Institute shall pay airtime allowance to Non-Manual Cadres employees to enable them to carry out their daily responsibilities effectively. The rate of allowance shall be as per the *Institute's Incentive Scheme*.

3.18 Canteen Service

According to the nature of environment and the activities conducted by the Institute, employees may be provided free service of food or lunch allowance as the case may be.

3.19 Medical and dental treatment

- a) All employees serving on permanent terms are entitled to medical and surgical attention covered by any Health Insurance Scheme (NHIF)

recognized by the Government. Employees' contributions to the scheme shall be subsidized by the Government.

- b) Where the health service is not covered in the health insurance cover, the Institute shall arrange for supplementary health insurance scheme to enable staff to get health services which are not covered by normal Health Insurance cover provided by National Health Insurance Fund (NHIF).
- c) The Institute shall financially support employees living with Human Immune Deficiency Virus (HIV)/Acquired Immunodeficiency Syndrome (AIDS) for special diet and food supplement at a rate provided in Institute's Incentive Scheme and as per HIV / AIDS Policy and such rate may be amended and approved by the Council.
- d) Employee to qualify for the above-named benefits shall confidentially declare and provide evidence from a recognized medical practitioner to the employer.

3.20 Membership to Professional Bodies and Social Clubs

The arrangement for payment of membership to professional bodies and social clubs shall be as follows;

- a) The Institute shall pay annual professional subscription/membership fees for professional employees for up to two such bodies recognized by the Institute.
- b) The Institute shall pay renewal subscription fees on driving licenses for professional drivers when renewals are due.
- c) The Institute shall pay membership fees for Rector and Directors/Managers for up to two social clubs for each financial year.

3.21 Other or Miscellaneous Allowances

Where needs arise the Council may approve other allowances depending on the financial availability.

CHAPTER 3

TRANSPORT AND TRAVELLING BENEFITS

4.1 Entitlement to Transport

The Institute provides transport to staff subject to the provisions of these Regulations and of any other relevant Regulations in the following circumstances: -

- (a) On first appointment;
- (b) When travelling on duty;
- (c) On transfer;
- (d) On leave;
- (e) On termination of appointment
- (f) When travelling to obtain necessary medical treatment;

- (g) On retirement;
- (h) On death of the employee or spouse or child / dependants of the employee: transportation of the body to place of burial;
- (i) To attend seminars, conferences, workshops, and other training events approved by the employer;

4.2 Procedure under which Transport Benefits will be provided

4.2.1 Transport on First Appointment

- a) Institute shall meet the costs of transportation of staff on first appointment, upon approval of the appropriate Appointing Authority. Only transportation by a mode of travel, which will be most economical to the Institute, shall be accepted.
- b) The Accounting Officer will be guided by among others the address used by an applicant during the recruitment.

4.2.2 Transport when travelling on duty

The Institute shall bear all reasonable costs of travel to an employee on duty outside his duty station. Such costs will include the necessary air, train, bus fares or Institute's own transport which will be most economical to the Institute and of reasonable convenience to the employee.

4.2.3 Leave Travel Assistance

- (a) The Institute shall pay employee who are due for annual leave transport assistance at the rate as provided in the Institute's Incentive Scheme.
- (b) Where it seems necessary for employee to take a night on the journey before reaching home, the employer shall pay subsistence allowance to such employee to support him and his family.

4.2.4 Transport on Termination

Employee terminated any reason shall be eligible for transport for self, spouse and up to four dependent children together with personal effects at

the allowed tonnage, to the place of domicile provided that the employee intends to permanently reside at such place of domicile within Tanzania.

4.2.5 Transport on retirement

- (a) The Institute shall be responsible for payment of transport costs for an employee who retires from the services of the Institute or after completion of contract as provided for in such contract. Such costs shall include travel fare for staff, spouse and up to four children and or dependants at the most economical travel rates for public transportation and costs for transporting personal effects at the allowable tonnage in accordance with the scale applicable to the grade of the employee;
- (b) Transport costs to be paid shall be limited to the place which an employee has opted to make his permanent home following retirement and will be taken from his approved residence records.

4.2.6 Transport Personal Effects

The rates of transportation of personal effects shall be as per the Institute's Incentive Scheme or public Service Standing Order of 2009 its amendments from time to time.

4.2.7 Mode of travel

Employees shall normally use the mode of travel that is most economical to the Institute. Unless the luggage belongs to the Institute, claims in respect of excess luggage shall not be honoured.

4.2.8 Scale of Local Transport and travelling entitlement

- (i) Scale of local transport and travelling entitlements for all employees shall be as prescribed in Institute's Incentive Scheme or as per public service standing order of 2009 and its time to time amendments;

- (ii) Where it is necessary for a temporary or part time employee to travel on duty or in other circumstances authorized by these Regulations, he shall be regarded as eligible for the same scale of privileges as that which would apply to an employee serving in the same post and same salary on permanent terms;
- (iii) When one has to take air travel, the entitlements shall be as per the Institute 's Incentive Scheme after being approved by Accounting Officer.

4.2.9 Driving Institute's Vehicles

All Institutes' drivers must at all-time hold valid driving licenses. Except under, the conditions stated below no one other than a paid employee driver will drive the Institute's vehicle. The exceptions allowed after obtaining prior approval from Accounting Officer: -

- (a) In an emergency, due to the sudden illness of the driver while on the safari;
- (b) In the absence of the driver, when the use of the vehicle is urgently required;
- (c) When, in the opinion of the employee in immediate charge of the vehicle, it is necessary or justified by special circumstances and;
- (d) Where the employee is holding a position of at least a Director, a Head of Unit or a Manager and has obtained permission to drive the Institute motor vehicle from the respective Authority.

4.2.10 The Use of Institute Motor Vehicles for Private Business

An employee who wishes to be assisted with official transport for private business shall submit the request to the Director responsible for Human Resource Management and Administration and upon approval shall reimburse the running costs (cost of fuel and driver's allowance) to the

Institute. Approval of such requests shall not affect the activities of the Institute.

CHAPTER 4

LEAVE, HOLIDAYS AND ABSENCES

5.1 Annual leave

- (i) Annual leave should be respected as a right when it is due. The Director responsible for Human Resource Management in cooperation with Heads of Directorate and Units shall prepare leave roster indicating the date in which each employee shall proceed on leave subject to respective employees leave cycles or exigency of duty. Annual Leave application shall be made through Leave Application Form – **DIT/HR/FORM 6** to these regulations;

- (ii) Annual leave shall be taken during the year that it is earned and may be taken in full or on piecemeal. Every employee should take leave every year unless otherwise decided by appropriate Authority who may allow the employee to accumulate leave due to exigencies of duty;
- (iii) Every employee shall be entitled to a paid annual leave of 28 inclusive of public holidays and weekends.
- (iv) The annual leave cycle shall commence from the date of first appointment for all categories of employees. Annual paid leave is earned in full on the employee's anniversary date of employment;
- (v) New employees may take their annual leave after having worked for at least eight (8) months consecutively; provided that in the event the employee resigns, he shall be required to repay an amount of money equivalent to the unearned leave already taken;
- (vi) For the avoidance of doubt, the period worked shall include any days which an employee had spent while attending training approved by the Institute.

5.2 Unpaid leave

The Accounting Officer may approve unpaid leave under the following circumstances and conditions;

- (i) The Accounting Officer may recommend to the Authority to grant leave without pay to an employee provided that he is satisfied that it is in the public interest to do so. Such approval shall be obtained before the employee goes on leave without pay;
- (ii) Leave without pay may also be granted to an employee who stands for political elections or accompanying a spouse outside the country;
- (iii) The procedures for an employee contesting for political posts shall be in accordance with Government Circulars.

5.3 Compassionate Leave

An employee may be granted compassionate leave in case of death of a member of his immediate family namely spouse, father, mother, child, parent of spouse and close relative after he has satisfied the approving authority that his personal attendance is necessary. Compassionate leave shall not be deducted from the normal annual leave and shall be provided as per **DIT/HR/FORM 7.**

5.4 Sick Leave

- (i) An employee is entitled to full salary paid sick leave of first six months and half pay for subsequent six months;
- (ii) Where the employee sickness persists after the second six months the Management may facilitate further medical examination of employee through Medical Council/Medical Practitioner recommended by the Institute to determine if the sick employee can resume duty or is eligible for retirement on medical grounds.

5.5 Maternity Leave

- (i) An employee shall give notice to the Institute of her intention to take maternity leave at least three (3) months before the expected date of birth and a medical certificate shall support such notice;
- (ii) An employee may commence maternity leave: -
 - a) At any time from four (4) weeks before the expected date of confinement;
 - b) On an earlier date if a medical practitioner certifies that it is necessary for the employee's health or that of her unborn child;

- c) Provided that maternity leave of an employee shall commence not later than the actual date of confinement.
- (iii) Subject to the provisions of paragraphs 2 (b) and 2 (c) above, the employee may resume employment on the same terms and conditions of employment at the end of her maternity leave;
- (iv) The Institute shall not require or permit a pregnant employee or an employee who is nursing a child to perform work that is hazardous to her health or the health of her child;
- (v) An employee shall be entitled, within any leave cycle, to at least:
 - a) 84 days paid maternity leave; or
 - b) 100 days paid maternity leave if the employee gives birth to more than one child at the same time.
- (vi) A female employee shall be entitled to an additional 84 days paid maternity leave within the leave cycle if the child dies within a year of birth;
- (vii) Where an employee performs work that is hazardous to her health or that of her child, the Institute shall offer her suitable alternative duties, if practicable, on terms and conditions that are no less favourable than her terms and conditions;
- (viii) A female employee shall, within a period not exceeding 6 months after maternity leave, be allowed to leave office two hours before the end of the normal office hours every day to breast-feed her child.
- (ix) Maternity leave shall be applied by the employee by using the under Leave Application Form – **DIT/HR/FORM 6** of these Regulations or as per the Automated Leave Application system.

5.6 Paternity Leave

A male employee of the Institute shall be entitled to paid paternity leave if:

- (a) The leave is taken within seven days of the birth of a child; and
- (b) The employee is the biological father of the child.

5.7 Casual Leave

- (i) Employees of the Institute may be granted on discretion of the Rector casual leave of up to five days per annum to enable them rest after continuous stressful work;
- (ii) The Rector may approve causal leave upon being satisfied that the employee devoted much of his free time to meet a certain obligation assigned to him;
- (iii) Only two days of casual leave may be granted at a time.
- (iv) The casual leave shall not be deducted from the Annual leave.

5.8 Absence from Office

- (i) Employees shall not be absent themselves from the premises of the Institute or workplace during working hours without the knowledge and permission of their immediate supervisors. In case of absence through sickness, employees should ensure that information is sent to their supervisors immediately and a Medical Practitioner's certificate stating the reason for incapacity must be delivered to the Institute. Breach of this regulation shall constitute misconduct;
- (ii) Absence from duty without leave or reasonable cause for a period exceeding five consecutive days by an employee shall attract formal disciplinary proceedings and upon proof thereof shall constitute gross misconduct.

5.9 Special Leave

Special leave with full, partial or without pay may be granted to the employee who is due to proceed on advanced studies or research in the interest of the Institute or for other exceptional or urgent reasons.

5.10 Absence from Duty on Grounds of Illness

- (i) An employee who fails to show up for work after the expiry of his annual or sick leave and states to have visited or visits a clinic or hospital, will be required to inform his supervisor immediately, forwarding at the same time a certificate from a medical practitioner stating the nature of the illness and its probable duration;
- (ii) Sick sheet form **DIT/HR/FORM14** shall be filled by such employee and endorsed by Director of Human Resources and Administration or any authorized Officer.
- (iii) Unless this procedure is observed, an employee absenting himself from work on account of illness shall be subjected to disciplinary procedures.

5.11 Absence from Duty on Grounds of a Child's Illness

Where absence from duty because of a child's illness is necessary, then approval of the appropriate authority shall be required. Unless such approval is obtained, an employee absenting himself from work because of his child's illness will be subjected to disciplinary procedures.

5.12 Public Holidays

The Institute shall observe gazetted public holidays or other public holidays as may be announced by the Government. Employees shall therefore be entitled to rest on public holidays with full pay except in case of emergencies and/or mutual agreement where an employee may be required to work on such day.

5.13 Recall from leave

- (i) Any employee who is on leave may, on exceptional cases, if the exigencies of service so require, be recalled to work at any time before the completion of his leave. In the course of recall, the cost of transport incurred shall be borne by the employer.

- (ii) Recall leave shall be made through a Recall Leave Application Form – **DIT/HR/FORM 7** to these regulations. Where this occurs, the remaining leave days shall be allowed to be carried over if cannot be completed after the employee has accomplished the task he has been recalled to undertake.

5.14 Illness during Annual Leave

Where an employee falls sick and admitted in hospital while on leave, the days which he spent in hospital shall not be counted as part of the annual leave provided that indisputable evidence of admission and discharge from the hospital is produced;

5.15 Pay in lieu of Leave

- (i) Leave earned during the year must be taken during the current year;
- (ii) An employee who fail to proceed on leave as scheduled shall his leave days be forfeited;
- (iii) Where the exigencies of duty require an employee not to proceed on leave as scheduled the Head of Directorate may recommend the accumulation of leave up to a maximum of 56 days;
- (iv) The Director responsible for Human Resource Management may approve pay in lieu of leave to an employee who failed to proceed to leave due to the exigency of duty except those who report to the Rector in which their leave shall be approved by the Director;
- (v) Heads of Directorates and Units/ Departments shall ensure that employees in their respective areas are encouraged to proceed on leave when due.

5.16 Sabbatical Leave for Public Servants

In order to broaden the experience of public servants and thus increase their potential value to the Service, public servants may be granted special leave of absence to join and work for organizations approved by the Government, or to pay visits to Institutions in the Commonwealth or elsewhere for the purpose of research, etc. This form of leave shall be with pay and shall be known as "Sabbatical Leave". It shall be granted on the following terms: -

- (i) a public servant may be entitled for the grant of "Sabbatical Leave" if he is confirmed in his appointment and has the necessary skills, qualifications and experience required by International Organization;
- (ii) the Sabbatical Leave shall be approved by the Chief Executive of the Institute except for the Chief Executive the approval shall be given by the Permanent Secretary of the Ministry under which the Institute is operating.
- (iii) applications for Sabbatical Leave shall be submitted to the Chief Executive through the respective Head of Department/Unit and Director responsible for the Overseeing that respective Department/Unit who shall forward with recommendations indicating clearly the benefits expected therefrom;
- (iv) the travel expenses of an employee granted "Sabbatical Leave" in order to work for International Organization may be met by the Institute or host organization. The travel expenses for "Sabbatical Leave" granted in order to enable an employee to pay visits to institutions in a Commonwealth country or elsewhere may be met by the Institution or donor. No subsistence allowance shall be payable from the Institute funds;
- (v) "Sabbatical leave" shall be limited to twelve months and shall be granted once in every five-year period.

5.17 Post Doctorial Study Leave

Academic staff who secure scholarship for Post Doctorial studies shall be granted Post Doctorial Study leave to the maximum of 2 years which shall not be deducted from normal leave cycle.

5.18 Administrative Leave

The Institute Management members who are academicians will be granted Administrative leave not exceeding 30 days in a year which will not be deducted from their normal annual leave. The administrative leave will enable respective staff to conduct Academic Research for Career Development and shall not be accumulated to another year.

5.19 Employment Whilst on Leave

No employee is permitted to take up wage employment with other employer whilst on leave unless prior permission has been granted by the Accounting Officer.

CHAPTER 5

STAFF LEARNING AND DEVELOPMENT

6.1 General Statement

The Institute is committed to develop highly skilled workforce so as to ensure effective discharging its mandatory functions. To achieve a continuous improvement, the Institute must ensure that it has a highly skilled and well trained workforce that is capable of adapting with ever changing business environments and practices of regulated entities.

6.2 Training Objectives

The objectives of the training to be offered to the Institute staff will broadly focus on the following: -

- (a) To meet the present and future Human Resource demands.

- (b) To provide employees personal advancement to face future challenges with confidence, innovation and creativity.
- (c) To enable Institute become self-reliant in terms of technical and professional staffs.
- (d) To expose staff to sound professional practice by study, visits and practical attachments locally and overseas.
- (e) To mobilize stakeholders and research funds to enhance the volume and quality of researches, consultancies and publications.
- (f) To prepare and strengthening employees' competence to meet local and international standards.
- (g) To prepare employees to be able for Exchange Programmes and internships with other partner academic institutions.
- (h) Employees strengthened in administration, governance and stewardship to enhance compliance with laws, regulations, directives, and standards to meet institutional efficiency and effectiveness in the provision of oversight functions.

6.3 Principles Underlying Staff Training and Development

The principles underlying Institute Learning and Development are as follows:

- (i) The Institute learning and development shall be guided by the philosophy of "*Strategic Learning by Objective*" to meet the Institute 's goals';
- (ii) The Institute shall train, re-train and develop its employees to meet its present and future human resources demands in order to realize the business objectives and strategic goals;
- (iii) The Institute shall encourage staff to train and develop themselves in order to acquire skills, knowledge, and competence and right attitudes towards work;

- (iv) The Institute shall train its employees to meet local and international standards in competitive advantage.

6.4 Staff Training and Development Plan

The Institute shall conduct a Training Needs Assessment (TNA) annually to identify training gaps which will guide the preparation of training programs and allocate adequate resources to facilitate employee learning and development for every financial year.

6.5 Responsibility for providing Training to staff

- (i) An employer is responsible for planning and conducting all kind of training programs which will provide new knowledge, skills and basic concepts to an employee to create performance competence.
 - (a) Basing on sub section 6.5 (i), it is the responsibility of every Head of Directorate/Unit to continuously offer “*on the-job training/coaching*” to their subordinates and identify suitable learning needs for them.
 - (b) Individual employee requests for learning may be considered if processed and duly recommended by his supervisor and Heads of Departments/Units.
 - (c) The Director responsible for Human Resources shall identify suitable training institutions and learning programmes tenable within or outside the country and submit the recommendations to the Human Resources/Staff Development Committee (HRDC) or Directorate responsible for Staff training and Development further consideration as the case may be.

6.6 Induction programmes for New Employees and internship

- (i) Newly recruited employees shall undergo induction which will provide basic learning that will help them understand the core functions of the Institute and such programs shall be coordinated by Director responsible for Human Resources and Administration.

- (ii) All external students or professionals undertake the internship programs within the institution shall be considered as normal staff and their programs shall be coordinated by the Director responsible for Human Resources and Administration.

6.7 Eligibility for Training

- i) The Institute shall offer opportunities to its employees for short term, long term and part-time learning within and outside the country.
- ii) Employees shall be eligible for such learning opportunities based on the approved Learning and Development Plan.

6.8 Short Term Training

- (i) The Institute may sponsor employees for short term learning program in order to improve performance;
- (ii) The employer bears all professional training courses and programs fees to a registered employee in relevant board.
- (iii) An employee attending short term learning programme shall be entitled to applicable allowances in accordance with the Financial Regulations.

6.9 Part-time Training

- (i) The Institute shall assist employees pursuing part-time or correspondence courses, which are relevant to their duties;
- (ii) The procedure for application of part time training shall be for the employee to submit his application for relevant part-time or correspondence studies by a recognised Institute through the Head of Department/Unit Upon acceptance/admission by the Institution, the Institute will assist the employee by paying the cost of the training programme directly to the relevant training institution;

- (iii) If the employee does not pass examinations, the Institute shall only pay 50% of the cost to enable the employee to re-seat for the examination. No further assistance shall be provided thereafter.

6.10 Payment of Salaries and Benefits while on training

- (i) Employees sponsored by the Institute or any other organisation with the approval of the Institute shall continue to receive his salary and training allowances applicable. However, the terms of sponsorship including payment of allowances and suspension of any fringe benefit shall be specified prior to proceeding to the course;
- (ii) Employees of the Institute who successfully complete postgraduate courses, which may not lead to promotion or serve as partial fulfilment of conditions for appointment to his posts shall be provided with a letter of recognition and awarded double increments.

6.11 Terms and Conditions applicable to Attendance of Training

6.11.1 Costs to be incurred

Where an employee is admitted to a course of higher education and his/her application was supported or recommended by the Institute, he/she may be sponsored by the Institute to attend the course and the following expenses will be borne by the Institute, provided that such training is part of the Institute Human Resources Development Plan and is budgeted in the respective financial year.

- (i) Course fees
- (ii) Registration and Admission
- (iii) Examination fees
- (iv) Books and Stationery
- (v) Special faculty requirements

- (vi) Academic dress where applicable
- (vii) A monthly allowance to cater for accommodation at the rate be approved from time to time depending on the circumstances;
- (viii) Transportation to and from the place of the course;
- (ix) Subscriptions to student's union and approved academic clubs and sporting activities.

6.11.2 Transport Assistance after Training Abroad

- (i) The Institute shall pay some amount for surface, air or marine transport to an employee travelling back from long-term training abroad to cater for transportation of personal effects as per rate prescribed in the *Institute 's Incentive Scheme* or government circulars and directives.
- (ii) An employee traveling back to Tanzania from long-term training abroad shall be entitled to free transportation of excess luggage on air not exceeding 50 kilograms.

6.11.3 Bonding as a Condition of Sponsorship

- (i) An employee sponsored by the Institute on full-time training for a period of one year or more shall be required to sign a bond agreement to serve the Institute for a period of three years in case of Master Programme or five years in case of PhD programme on completion of his training. However, such bonding agreement may not apply to the employee who is transferred by the Government to another Public Institution due to exigencies of service. Sample agreement is as per **DIT/HR/TEMPLATE 3.**
- (ii) An employee who wilfully decides to leave the services of the Institute before the end of the bonding period shall be required to reimburse a prorata cost for his training or part of the cost as may be specified by management.

6.11.4 Graduation Expenses

The Institute shall incur full of the total cost in respect of graduation fees, graduation gown, employee's return fare and per diem allowances for five (5) days when the employee travels to attend graduation ceremony within or outside the country for employee sponsored by the Institute.

6.11.5 Training Feedback

- i) An employee attending a short-term training programme shall be required to submit a report. Such a report shall include information on:
 - (a) Topics covered;
 - (b) Learning methodology;
 - (c) Usefulness of the programme indicating key aspects of relevance that may be adopted by the Institute;
 - (d) Observations and Recommendations.
- ii) The feedback shall be submitted to the Heads of Departments/Units/ Manager within 30 days after his return from the training programme.

6.11.6 Training Evaluation

In order to determine effectiveness of training programmes and the application of knowledge and skills at the workplace, the employee and his/her supervisors shall be required to prepare a post-training evaluation and submit to the Director, Responsible for Human Resources Management prior to participating in the next training.

6.11.7 Self-Sponsorship to Pursue Higher Education

- (i) The Institute may grant leave without pay to self-sponsored employees who want to pursue on full time basis higher education programmes, which are relevant to their duties;
- (ii) The procedure to for application of self-sponsored programme shall be for the employee to submit his/her application for relevant studies

by a recognised institute to the Rector through the Head of Department/Unit. The Rector shall submit the request to the Human Resources Development Committee (HRDC) for consideration and advice. Upon receipt of the advice by the HRDC, the Rector may sign or reject the application. By accepting to sign, the Rector shall deem to have accepted the request;

- (iii) Upon admission by the training institution, the employee shall apply for Leave without pay to the Rector through his/her head of Department/Unit attaching the admission letter as evidence;
- (iv) The Rector shall in writing grant an employee leave without pay with consideration of refund of items listed under F.8.1, upon successful completion of the training programme and subject to the signing of bond to continue working with the Institute for at least 3 years in case of Master degree and 5 years in case of PhD.
- (v) When an employee completes the leave without pay, there shall be no refund of salaries.

6.11.8 Registration with Professional Councils or Institutions

- (i) Employees, who are required by the Law to apply for registration with respective professional bodies, shall be assisted in meeting the cost of annual fees for one National Professional Body and one International Professional Body.
- (ii) Employees who wish to register with more entities shall meet relevant expenses from their own accounts;
- (iii) The Institute shall pay for participation expenses for one local meeting per year organised by a legally registered professional body.

6.12 Responsibility of Trainees

An employee attending training is obliged to: -

- (a) Follow the course diligently.
- (b) Complete the course within the minimum period necessary.
- (c) Report to work immediately after training completion.
- (d) Send periodical reports on progress to the employer.
- (e) To observe bond requirements.
- (f) Report to the employer during leave

6.13 Training and Development Committee

- (i) There shall be Training and Development Committee which will be responsible for nomination of candidates from amongst employees who are recommended to be enrolled in various learning and development programs; Preparation, implementation and monitoring of Institute's Human Resource Development Plan; and Provide guidance and direction on matters relating to staff learning and development in the Institute;
- (ii) The Human Resources Staff Development Committee shall be comprised as follows: -
 - (a) Chairman – Director, responsible for Human Resource Management;
 - (b) Secretary – Manager of Human Resources Management;
 - (c) Members shall be Heads of Department, Units, Heads of Sections and/or Managers.

CHAPTER 6

WORK ENVIRONMENT AND PROCEDURES

7.1 Normal Office Hours

- (i) The normal working hours of the Institute shall be from 7:30 a.m. to 03:30p.m (8hrs) per day;
- (ii) The normal official hours shall not be less than 40 hours a week or as shall be amended from time to time. Days which are declared by Government to be public holidays shall be observed as such;
- (iii) Employees who are working in the needy areas may be required to work on weekends and holidays as circumstances may demand;

- (iv) Due to exigencies of duty, an employee may be required to work after the normal office hours and shall be entitled to an allowance as per Government Circulars.

7.2 Occupational Health and Safety

The Institute shall maintain Occupational Health and Safety policy and procedure in accordance with Occupational Health and Safety Act No 5, 2003.

7.3 Handling of Office equipment and assets

All staff shall have the responsibility of ensuring that their desks and office equipment are kept in a neat and orderly condition. It is also important that all equipment's are properly covered as per specifications at the closure of each working day, and that all windows and curtains are closed and lights/power are turned off before leaving the office.

7.4 Office Equipment, Materials and Properties

- (i) It is prohibited to move/transfer office equipment or materials from one office to another without permission of the Estate Director
- (ii) Every staff shall ensure that the Institute property entrusted to him is kept clean, well maintained and safeguarded against damage or theft at all times;
- (iii) All staff are required to handle and use the Institute 's properties including motor vehicles with utmost care;
- (iv) Disciplinary action shall be taken against employees who misuse Institute properties, depending on the gravity of the breach.

7.5 Electronic Mail Services

The use and management of computer related mails and information systems should strictly be in accordance with the approved ICT Policy and ICT Security Policy.

7.6 Visitors

- (i) Friends and relatives of employees are discouraged coming to the office for private matters during working hours.
- (ii) The Receptionists are responsible for receiving all visitors and channelling them to those they wish to see.
- (iii) All visitors shall be registered on register book kept to security office and records of such visits will be kept and inspected regularly.
- (iv) No visitor shall be allowed to enter office premises without visitor's Identity Card.
- (v) Staff with excessive private visitors will be cautioned and even disciplined on grounds of time wasting.
- (vi) Unless permitted by relevant authorities, visitors are restricted from visiting restricted areas such as laboratory, server rooms and other designed areas.

7.7 Changes in Family Status, Citizenship or Permanent Residence

Change of name, nationality, marital status and birth of children shall be reported by an employee to the Director Responsible for Human Resource management who shall require the employee concerned to provide proof thereof.

7.8 Official Languages

The Institute shall use both Kiswahili and English, and both languages shall be used in writing official transactions depending on a subject at hand.

7.9 Reporting on Losses

All losses or suspected loss of Institute property shall be reported in writing to the immediate supervisor who shall then report to the higher authorities who shall cause investigations to be instituted and the matter shall be

determined and resolved in line with existing procedures. Loss of Institute property shall be reported to the Police.

7.10 Reporting on Theft/Burglary

- i) Any incident of theft or burglary shall be reported immediately to the immediate supervisor who shall report the issue to Director General.
- ii) The Rector shall instruct the Director Responsible for Human resources and Administration to report such theft or burglary to the Police.
- iii) Written report of the incident and action taken shall be recorded as reference.

7.11 Reporting on Accidents

- (i) When an accident that causes injury to any person or damage to property of the Institute occurs, the matter shall be reported verbally and in writing to the respective Director through immediate supervisor within 24 hours from the time of occurrence;
- (ii) Failure to report any type of accident or damage without reasonable cause is a serious offense and may attract formal disciplinary proceedings.

7.12 Identity Cards

- (i) Every employee shall be provided with DIT Identity Card (ID) and name tag. The identification shall be worn and clearly displayed conspicuously;
- (ii) The ID Card must be returned to the Director responsible for Human Resource management when an employee leaves the services of the Institute;

- (iii) Loss of the identity card should be reported by the ID holder to the Police and to the Director responsible for Human Resource Management and Administration immediately.
- (iv) The Director responsible for Human Resource Management and Administration shall prepare and issue a new ID Card or Name Tag upon receipt of the employees lost report from the Police.

7.13 Safeguarding Institute Records

Every employee is responsible for safeguarding Institute's vital information and all other forms of records under his/her control and if possible they should be locked away in safe places.

7.14 Information System Security

- (a) The Institute shall prepare the ICT Security Policy and approved by the Council to enable the employees to adhere to the policy guidelines and procedures concerning information system security.
- (b) All employees shall be required to adhere to the policy guidelines and procedures concerning information system security in accordance with approved ICT Security Policy.

7.15 Security of Papers

- i) The Director Responsible for Human Resources and Administration shall ensure availability of Shredding machines to shred all unwanted documents and papers.
- ii) All papers and documents that are no longer required should be shredded and thrown in special waste paper bins;
- iii) Employees shall ensure that third parties do not have access to unauthorized Institute documents whether classified or not classified.

7.16 Security of Personal Property

- (i) Staff shall be responsible for safekeeping of their own personal property when at work;
- (ii) The Institute assumes no responsibility for any employee items lost. Each employee is advised not to leave valuable personal items on the chair e.g. money, handbags, while away for other tasks;
- (iii) Any loss should be reported immediately to the immediate supervisor where such losses have occurred;
- (iv) Employee found taking property of another employee without proper Institute will do so for his own risks and disciplinary action shall be taken against him or her.

7.17 Office keys

- (i) Employees may be entrusted with Institute keys e.g. keys to desks, cabinets, doors, of which he shall use solely for official purpose and not otherwise;
- (ii) Employees must not leave keys lying around or in unlocked desk drawers;
- (iii) All official Keys used for Office doors shall be left and kept in the special cabin for keys at the security Office for easy access of the keys by other staff in need arises in the absence of the Office holder.

7.18 Water Taps

Water taps shall be shut properly at all times even when there is no flowing water. The outbreak flow of water must be reported to the management for quick remedy.

7.19 Working Facilities

The Institute will provide electronic communication facilities to its employees to enable them work at anytime and anywhere. The facilities

shall be provided at least once in every three (3) years as per Institute's Incentive Scheme.

7.20 Passport

A passport is a personal property. An employee proceeding on official trip outside the country shall be responsible for meeting all expenses related to acquisition, renewal or any other expenses related to his/her passport.

7.21 Visa and Travel Insurance

- (i) The Institute shall pay for visa, travel insurance and other related expenses for employees travelling on official duties. The Institute shall also meet visa and travel insurance expenses for employees or members of their family when travelling for medical treatment;
- (ii) The Institute shall pay for expenses related to foreign language training, as a basis for securing a visa, where an employee is to be sent to a non-English speaking country on official duty or training.

7.22 Handing-Over Notes – put into Salient Features

An employee shall hand over his duties and responsibilities in writing when leaves his office for a minimum of two (2) working days and on return, the employee so handed over shall hand back in writing to the substantive office holder.

CHAPTER 7

DISCIPLINE AND TERMINATION OF APPOINTMENT

8.1 General

- (i) In order to install and maintain discipline at work place, the Institute shall ensure that: -
 - (a) Its leadership conducts itself with the highest ethical standards, trust and integrity;
 - (b) Put in place principles that encourage and promote ethical behaviour; and

(c) Employees are regularly made aware of the standard of discipline expected from them.

(ii) Disciplinary action shall be taken against any employee who commits offences listed in the DIT Disciplinary Code of conduct provided under First Schedule to these regulations.

8.2 Disciplinary Authority

The DITs Disciplinary Authority shall be as follows:

- (i) In the case of Rector shall be the Appointing Authority;
- (ii) In the case of Deputy Rectors, Directors, Managers, Heads of Units and Senior Academic Staff shall be Council;
- (iii) In the case of other employees shall be the Institute Appointment and Disciplinary Committee;

8.3 Interdiction

- (i) Where the disciplinary Authority considers that it is in the public interest that an employee should cease forthwith to perform the duties and functions of his office, the Disciplinary Authority or any delegated Disciplinary Authority as the case may be, may interdict the employee from performing those duties and functions, provided that charges have been served against that employee and continuing working may interfere the investigation upon his allegation. Sample charge sheet is provided under **DIT/HR/TEMPLATE 4**;
- (ii) Where the employee is interdicted under paragraph (1), such employee shall be informed in writing of the reasons for such interdiction;
- (iii) An employee who is interdicted shall receive full salary during the interdiction period;
- (iv) An employee under interdiction shall not leave his duty station without prior written permission of the Disciplinary Authority.

8.4 Suspension

- (i) Where an employee has been charged with a criminal offence, the Disciplinary Authority may suspend that employee from performing his duties and functions pending determination of the case on disciplinary grounds under the provisions of these Regulations;
- (ii) An employee under suspension shall be entitled to a full pay until the matter against him is concluded.

8.5 Termination

Subject to the provisions of any other written laws for the time being in force, an employee who is terminated from service shall have his social security benefits including pension which shall be handled in accordance with the provisions of Social Security Regulatory Institute Act Cap 135 (R.E. 2015) and relevant legislations of schemes he contributes to.

8.6 Disciplinary Proceedings

- (i) Disciplinary proceedings under these Regulations may be either formal or summary;
- (ii) Formal proceedings shall be instituted where, in the opinion of the Disciplinary Authority, serious offence has been committed and that such offence warrant his termination of employment, reduction in rank or reduction in salary;
- (iii) In determining the gravity of the disciplinary offence alleged to have been committed by the employee, the Disciplinary Authority shall have regard to the definition of disciplinary offences provided in the First Schedule Part A and Part B of the Public Service Regulation, 2003 together with Disciplinary Code of these Regulations;
- (iv) Summary proceedings shall be instituted where, in the opinion of the Disciplinary Authority, the offence that the employee is alleged to have committed is not of such gravity as to warrant the same, in the event of

his being found guilty thereof, awarding a penalty in the First Schedule Part A and Part B of the Public Service Regulation, 2003 in line with code of conduct to these regulations;

- (v) No formal proceedings for a disciplinary offence shall be instituted against an employee, unless he has been served with a charge sheet provided under **DIT/HR/TEMPLATE 5** stating the nature of offence, which he is alleged to have committed;
- (vi) The charge or charges in the charge sheet shall be prepared by the Disciplinary Authority after such preliminary investigations as he may consider necessary;
- (vii) Where the charges served against an employee are defective, the Disciplinary Authority shall be allowed to substitute them;
- (viii) A disciplinary charge or charges may be in the format as provided in the public service relevant laws and regulations, and shall state briefly the nature of the offence which the accused employee is alleged to have committed, together with a statement of the allegations on which each charge is based;
- (ix) Where a disciplinary charge or charges have been drawn up, the Disciplinary Authority shall ensure that the charge or charges are served upon the employee physically or if he is away, his address last used to communicate with the employer;
- (x) A charge or charges shall be accompanied by a notice provided under **DIT/HR/TEMPLATE 6** in the format as provided in the public service relevant laws and regulations and the notice shall be addressed to the accused employee inviting him to state in writing, within such period as may be specified in the notice, the grounds upon which he relies to exculpate himself.

8.7 Inquiry Committee

- (i) Where an employee has been served with a charge and fails to make representations in writing giving the grounds upon which he relies to exculpate himself within the period specified in the notice accompanying the charge or charges, or makes representations which in the opinion of the Disciplinary Authority do not amount to a complete defence of the offence of which the accused employee is charged, the Disciplinary Authority shall form an Inquiry Committee of more than two members, hold an inquiry into the charge or charges;
- (ii) Where the Disciplinary Authority is satisfied that the presentations made by the accused employee of the charges against him, it shall not be necessary to hold any further inquiry or investigations in respect of such charge or charges, but the Disciplinary Authority shall record a finding of guilt and the proceedings shall proceed as if the accused employee had been found guilty after an inquiry;
- (iii) No employee shall be appointed as a member of an inquiry Committee unless he is of the higher grade or same rank but senior to the accused employee;
- (iv) The composition of the committee shall take into account profession and gender consideration;
- (v) Where the Committee is of the opinion that it will be desirable for them to be assisted in the conduct of the inquiry by persons who may be more conversant with any professional or technical matter likely to arise in the course of the proceedings, they may request the Disciplinary Authority to assign not more than two public servants with the necessary qualifications or experience to assist them, and the Disciplinary Authority shall comply with any such requests.

8.8 Procedure on Inquiry in formal Proceedings

- (i) The Committee conducting the inquiry shall notify the accused employee of the day, date, time and place upon and at which the inquiry shall be heard;
- (ii) The employee shall have the right to be present, examine witness and be heard at the inquiry unless the accused employee shows reasonable cause for his failure to be present or to send a representative at the inquiry. Provided that failure by the accused employee to be present or represented at the inquiry shall not vitiate the proceedings unless the accused employee shows reasonable cause for his failure to be presented or represented. There are travelling cost and cost of living (per-diem) to be incurred in the course of accused person or witness attending the disciplinary enquiry such costs shall be borne by the employer;
- (iii) The Inquiry Committee may permit the accused employee and the Disciplinary Authority to be represented by any fellow employee or a representative of a trade union;
- (iv) The accused employee or his representative shall have a right to: -
 - (a) To cross examine any witness examined by the committee conducting the inquiry or by the Disciplinary Authority or his representative;
 - (b) To examine and be provided with copies of any document produced as evidence against him;
 - (c) To call witnesses on his own behalf and produce any document relevant to the inquiry;

- (d) To be accompanied by person to assist him i.e. co-worker, trade union representative or close relative.
- (v) The Committee conducting the inquiry may take into consideration any evidence, which they consider relevant to the subject of the inquiry even where that evidence would not be admissible under the law relating to evidence;
- (vi) The Committee conducting the inquiry shall record the gist of the evidence adduced before it;
- (vii) Any inquiry under this Regulation shall be conducted in camera
 - (a) Where, during the course of the inquiry, it appears that the evidence adduced discloses grounds for additional charge or charges, the Disciplinary Authority or his representative may cause the additional charge or charges to be formulated and shall give a copy of the charge or charges to the accused employee;
 - (b) Where any additional charge or charges are formulated the Committee conducting the inquiry shall proceed to inquire into the charge or charges and may recall any witness for further examination or cross examination;
 - (c) Where the Disciplinary Authority has served a charge or charges to an accused employee the inquiry shall commence not later than sixty days from the day the accused employee was served with the charge or charges;
 - (d) Subject to the provisions of this Regulation, a Committee conducting an inquiry may regulate the procedure at the inquiry in the manner it may think fit, provided that the basic principles of natural justice are observed. The inquiry shall be concluded within a period of sixty days from its commencement;

- (e) Provided that where the inquiry Committee fails to complete the inquiry within the prescribed period, under certain circumstances, it may apply for extension of that period, to the Disciplinary Authority that may extend that period for not more than thirty days.

8.9 Procedure on the Conclusion of the Inquiry

- (i) Upon the conclusion of inquiry, the Committee shall forward the record of proceedings together with its report on the inquiry to the Disciplinary Authority.
- (ii) Every report under sub-regulation (1) of this regulation shall:
 - (a) State whether in the opinion of the committee the charges against the accused employee have been proved or not and state reasons for that opinion;
 - (b) State any fact which, in the opinion of the Committee, aggravates or mitigates the gravity of the act or omission which was the subject matter of any charge;
 - (c) State any other fact which, in the opinion of the Committee, is relevant;
- (iii) The report shall not contain any recommendations as to the form or nature of the punishment to be awarded;
- (iii) If on receipt of the record of proceedings and the report of the Committee, the Disciplinary Authority is of the opinion that further investigations into the case is necessary, that Disciplinary Authority may refer the matter back to the Committee;
- (iv) The Committee, upon receipt of reference shall re-open the inquiry and proceedings in accordance with these Regulations;
- (v) Upon receipt of the record of proceedings and the report, the Disciplinary Authority after considering the evidence and such report

of the committee, shall make and record findings whether or not in his opinion, the accused employee is guilty of the disciplinary offence with which he was charged, and shall inform the accused employee of the decision within a period of thirty days;

- (vi) Where the Disciplinary Authority finds the accused employee guilty, he/ she shall proceed to award punishment;
- (vii) Provided that where the accused employee is punished by termination, his termination shall take effect from the date upon which the Disciplinary Authority found the accused employee guilty.

8.10 Criminal Proceedings against an Employee

Where an employee is alleged to have committed a disciplinary offence and the act or omission constituting such offence also constitutes a criminal offence under any written law, the following rules shall apply: -

- (i) Where an employee is alleged to have committed criminal offence, the Institute shall institute internal disciplinary proceeding prior to forwarding the matter to the relevant government organs responsible for criminal matters;
- (ii) Where criminal proceeding has commenced in respect of the alleged employee, no internal disciplinary proceedings shall be commenced until the proceeding by relevant government organs is concluded;
- (iii) Where criminal proceedings have been commenced and concluded against the accused employee and the employee is acquitted of the criminal charge on a legal technicality, the acquittal shall not be a bar to disciplinary proceedings against the accused employee on the same facts. Disciplinary proceedings may be instituted or continued against the employee and the employee may be punished for that disciplinary offence as if no criminal proceedings had been instituted and concluded against him;

- (iv) Where criminal proceedings have been commenced and concluded against the accused employee and the employee is convicted of the criminal offence, the Disciplinary Authority may suspend the employee from the exercise of the powers and functions of his office pending consideration of the case under the provisions of these Regulations;
- (v) Where the employee has been convicted of a criminal offence, he shall be deemed to have been found guilty under the provisions of these Regulations of a disciplinary offence based upon the same charge or charges or the same facts, which formed the grounds of the criminal charge or charges of which he was convicted;
- (vi) For the purpose of this Regulation, criminal proceedings shall be deemed to have been concluded:
 - a) Where there has been no appeal against conviction or acquittal upon the expiry of the time allowed for such appeal by or under any written law;
 - b) Where there has been an appeal against the conviction or acquittal upon the expiry of time allowed by or under any written law for any further appeal.
- (vii) Where there has been an appeal or a further appeal against any conviction or acquittal, the judgment of appellate tribunal shall be taken into consideration in determining whether employee has been convicted or acquitted.

8.11 Appeal Procedures

- (i) Where the Disciplinary Authority exercises disciplinary measures in accordance with these provisions, an aggrieved employee may within 45 days' appeal to the Public Service Commission against the decision of the Disciplinary Authority

- (ii) In case of the Rector, the appeal Authority shall be the Chief Secretary;
- (iii) In case of other staff appeal authority shall be the Public Service Commission;

8.12 Termination of Appointment Other than on Disciplinary Ground

- (i) Termination on Medical Grounds - The Appointing Authority may terminate employment of an employee on medical grounds in accordance with Standing Orders for the Public Service, 2009;
- (ii) Termination on Abolition of Office, Re-organization of Department or Operational Requirements - Where the Appointing Authority decides to require an employee to retire from the Institute in consequence of the abolition of his office or for facilitating improvements in the office to which he belongs, by which greater efficiency or economy may be effective, the Appointing Authority shall forward recommendations to the Permanent Secretary responsible for Public Service who shall, after consultation with the Minister, decide whether or not such employee shall be called upon to retire;
- (iii) Termination by Age of Retirement
 - (a) An employee of the Institute may voluntarily retire from the service upon attaining the age of fifty-five (55) years or compulsory after attaining the age of sixty (60) years;
 - (b) Notwithstanding paragraph (a) above, an employee of the Institute who attains the age of voluntary or compulsory retirement shall give notice of his impending retirement in writing to his Appointing Authority at least six months before the date of cessation of duty;
 - (c) Where the employee serving on contract for unspecified period terms and who has attained the age of voluntary retirement with the option to retire is barred by any reason to do so, he may apply to

the Permanent Secretary responsible for Public Service through the Director General.

(iv) Removal in the Public Interest:

- (a) Except for public servants whose tenure of office is governed by the terms of the Constitution of the United Republic of Tanzania of 1977, the President may remove a public servant from the public service if he considers it is in the public interest to do so. The decision of the President that a public servant be removed from the service in the public interest may be signified through the Permanent Secretary responsible for Public Service in which case the procedures for removal shall be followed;
- (b) Terminal benefits for a DIT staff who is terminated from employment by the President for public interest shall be dealt with in accordance with Social Security (Regulatory Institute Act Chapter 135 and other relevant terminal benefit schemes;
- (c) Except where the President determines otherwise, no person shall have power to remove a public servant from the public service. A Rector in person shall make suggestion for removal or retirement. In so doing, he shall give reasons why relevant disciplinary procedures could not be followed;
- (d) Where the Appointing Authority is of the opinion that the President should be invited in the exercise of the powers conferred upon him by provision of paragraph (a) above, the Appointing Authority shall, after consultation with the respective Minister, furnish to the Chief Secretary through Permanent Secretary responsible for Public Service particulars of the grounds warranting the exercise of powers of the President.
- (e) On receipt of particulars and reasons from the Appointing Authority, the Permanent Secretary responsible for Public Service shall, after

consultation with the Minister, forward them to the Chief Secretary together with his recommendations;

- (f) The Chief Secretary may, on receipt of particulars and reasons together with the recommendations of the Permanent Secretary responsible for Public Service, submit the same to the President with his recommendations. If he is of the opinion that removal of the public servant should be dealt with otherwise than by involving the powers of the President, he shall refer the matter back to the Permanent Secretary responsible for Public Service with his directives who shall also refer the matter back to the respective Appointing Authority.

(v) **Resignation**

- (a) An employee may voluntarily tender one-month notice of resignation or pay one-month salary in lieu of notice;
- (b) In relation to paragraph (a) above, an employee resignation may be accepted only when the Rector is satisfied that, satisfactory arrangement has been made by the employee to refund any outstanding liabilities to the Institute. Any amount due to an employee may be withheld and applied to offset to any sum due by him.

(vi) **Retrenchment**

- (a) The Appointing Authority may declare certain employees redundant or are to be retrenched due to operational requirements. When such eventuality is resorted to, appropriate approval shall be sought from the Permanent Secretary (Establishments), and notice shall be served to the affected staff through the application of the relevant legislations;
- (b) Equally, the rights of employees to be retrenched shall be in accordance with the relevant laws and concluded in Collective

Bargaining Agreements (CBA) with a recognised Trade Union.;

- (c) Termination upon Contesting Constitutional Leadership or Electing Political Post - The appointment of an employee may be terminated upon contesting any constitutional leadership post or any elective political post provided for under the constitution of the United Republic of Tanzania or of any Political Party. This is in respect of the details on the rules governing the participation of Public employees in political matters.

- (iv) Procedure to be followed during Termination - At the time of exit from the Institute the following procedures shall be followed:
 - (a) All Institute property entrusted to a former employee must be surrendered to the Appointing Authority or to a Senior Officer acting on behalf of the Appointing Authority in writing. This includes office equipment, keys; identify card and other similar properties.
 - (b) Notice of Termination - The Appointing Authority may terminate the services of an employee by giving one-month notice or pay one-month salary in lieu of notice or the vice versa.
 - (c) On termination of employment an employee shall be required to complete Exit Clearance Form provided under DIT/HR/FORM8 to these regulations.

CHAPTER 8

GRIEVANCES HANDLING PROCEDURE

9.1 General

Institute employees who have concerns, problems or complains are encouraged to resolve them informally first. Employees do not have to submit any informal grievances in writing and it will not be recorded in official file.

9.2 General Rules

A grievance may be raised by an individual employee or by a group of employees who have a common grievance;

- (a) An employee with grievances will be permitted to be assisted by Workers Union Branch representative committee member or any other employee of his choice during each stage of presenting his grievance;
- (b) Time spent in the meetings and investigations covered by this procedure will be normal working hours;

- (c) No employee may be punished by his supervisor or any other employee as a result of grievance raised by such employee;
- (d) Grievances are to be resolved as close to the source of conflict as possible. The immediate supervisor should consider grievances and take appropriate action before reference to the higher Authority.
- (e) The grievance procedure will be communicated to all employees and will be included in the induction training for all newly recruited employees.

9.3 Informal and Formal Grievances Procedure

(i) Informal Grievance Procedure

- (a) Informal Grievances Procedure entails informal discussion between an employee and managers/supervisor geared to resolve employee's grievances without the need for a written record;
- (b) In a situation an employee feels that he has been aggrieved, the respective employee is encouraged to first discuss any grievances verbally with his immediate supervisor/manager. Where respective grievances concern the immediate supervisor, he may refer the matter to the next senior supervisor depending with the structure of the Institute at that time;
- (c) Where the supervisor fails to resolve the grievance to the employees' satisfaction within five working days or any other agreed period between them, the aggrieved employee may complete a formal Grievance Form Stage 1 – **DIT/HR/FORM 9** and refer the matter to stage one to be dealt with by most senior supervisor.

(ii) Formal Grievance Procedure

- (a) Formal Grievances Procedure refers to the setting out a formal grievance in writing and shall be dealt with by the most senior manager/supervisor than the one who dealt with the grievances during an informal stage;
- (b) Formal grievances procedure has two stages which includes Formal Grievance Procedure Stage 1 and Formal Grievance Procedures Stage 2: -
 - (i) Formal Grievance Procedure Stage 1 - Under this stage, an employee shall fill in the prescribed form Grievance Form Stage 2 – **DIT/HR/FORM 10** or write a letter outlining the grievances and the possible remedy for his grievance.
 - (ii) The immediate supervisor/Manager who dealt with grievances in the informal grievance stage must fill the steps taken to resolve the grievance, comments and any suggested remedies Grievance Form Stage 1 – **DIT/HR/FORM 9**. The form should be submitted to the more senior Manager;
 - (iii) Formal Grievance Procedure Stage 2 - Once more senior manager has received a formal grievance form, he should invite the aggrieved employee to attend a grievance meeting of aggrieved parties and facilitation of mediation, arbitration, a Commission of enquiry or any procedure that may deem appropriate in the circumstances.
- (c) Where it happens that the employee is still aggrieved, notwithstanding the efforts to resolve the dispute in terms of above, the employee may use means available in law for the protection of his rights.

(iii) **The Grievances Hearing Process –**

The following process will be applied during the grievance hearing process;

- (a) Procedures that are applicable during the disciplinary processes will as well apply during the facilitation, mediation or arbitration;
 - (b) The employee/co-worker or aggrieved employee shall state the facts of the grievance and prove it;
 - (c) If there are any witnesses brought by the aggrieved employee, will be called along, one after another to testify and to be cross examined;
 - (d) The accused employee or employer and his witnesses will be availed the same opportunity to state and prove their case.
- (iv) **The role of Administration Manager in Grievances Handling**
- (a) To guide supervisors on the proper procedures and steps to be taken in handling employees grievances;
 - (b) To ensure the information recorded during the grievances hearing are properly kept for future references (if any);
 - (c) To counsel supervisors or aggrieved persons where circumstances requires;
 - (d) To make interventions in situations where supervisors have been unable to address grievances of employees below them;
 - (e) To provide reports to the Management in situations of unattended grievances or possibility of occurring grievances;
 - (f) To enhance control mechanisms that will minimize the grievances in the future.

CHAPTER 9

CODES OF ETHICS AND CONDUCT

10.1 General Statement

- (i) The Institute is committed to prevent unethical behaviour and any acts that breach national policies, laws, rules and regulations. This commitment will be pursued in a manner that ensures that all employees are involved in the process of detecting and stopping misconduct, breach of ethical standards or illegal acts as soon as possible.

- (ii) The process will include instituting disciplinary measures against employees who deviate from the principles of good conduct and ethical standards. Relevant action will also be taken against those who fail in their capacity as supervisors to uphold and promote integrity, honest and ethical conduct or to detect and report breaches perpetrated by their supervisees in their daily operations.

10.2 Purpose

The Staff Code of Ethics and Conduct has been developed for the purpose of promoting confidence in the effectiveness of the Institute, its commitment

and ability to serve the public interest. It is also envisaged to encourage good conduct and ethical behaviour among employees of all grades and to promote employee compliance with laws, rules, regulations and policies that apply to the Institute.

10.3 Application of the Codes of Ethics and Conduct

These Codes of Ethics and Conduct shall apply to all employees of the Institute, the Council, members of technical committees, outsourced service providers and other stakeholders whom will deem necessary.

10.4 Code of Ethics and Conduct

The Institute employees, Council members, members of technical committees and outsourced service providers shall abide by the following Codes of Ethics and Conduct: -

10.4.1 Equal Employment Opportunity and Rights

The Institute specifically prohibits discrimination based on age, colour, disability, ethnicity, marital or family status, race, religion, sex, region or any other characteristic protected by law. These principles extend to all employment decisions, including in recruiting, promotions, salary and benefits, transfers and retrenchment cases.

10.4.2 Equal Treatment and Non-Discrimination

Employees are prohibited to: -

- (i) To extend abusive language, insult, insubordination, physical aggression, deliberately causing injury to another, or any other disorderly conduct or malicious disturbance including intimidation and harassment;
- (ii) To conduct sexual harassment towards a person of the same or opposite sex. Sexual harassment conduct includes unwelcome sexual advances, seeking or soliciting sexual

favours, as well as other unwelcome touching, pinching, patting, grabbing or brushing against another employee's body, hair or clothes, sexual innuendos, gestures, noises, jokes, comments or remarks to another person about one's sexuality or body;

- (iii) The Institute prohibits discrimination and stigmatization based on HIV/AIDS status and NCDs.

10.4.3 Confidentiality

- (i) No employee shall disclose any information relating to the Institute a customer, stakeholders of the Institute, which he has acquired in the course of his duty except when officially authorized by the Institute to do so;
- (ii) An employee's obligation to confidentiality extends beyond his tenure at the Institute. Even after leaving the Institute, an ex-employee is not expected to disclose or provide in any way Institute confidential information;
- (iii) An employee is prohibited from using any official document or photocopies such as letters or any other document or information obtained in the course of performing his duties for personal ends.

10.4.4 Discipline and Diligence

An employee is required: -

- (i) To comply with all applicable laws, regulations, procedures and lawful instructions related to performance of duties;

- (ii) To be punctual at work and at all official appointments or engagements, and not absent himself from duty without proper authorization or reasonable cause;
- (iii) To work at any duty station as assigned including internal transfers and;
- (iv) To finish assigned work within required time and to predetermined standards.

10.4.5 Presence

Employees shall be required to remain and work continuously at their work places during the prescribed working hours unless permitted otherwise by their Supervisor or heads of Department.

10.4.6 Absenteeism

Absenteeism causes unnecessary long working hours, increases work load, disrupts work schedules, causes breakdown in productivity and demoralize other employees. While absence due to sickness or emergencies may be accepted, the Institute expects good attendance from all employees. When an employee expects to be absent from work, he/she must seek permission from the immediate supervisor in writing by filling prescribed forms.

10.4.7 Sick Sheet

Except in emergency cases all employees requiring medical treatment must first obtain a sick sheet from his/her supervisor provided under DIT/HR/FORM 15.

10.4.8 Notice of Absence

When the need for being absent to work is known in advance an employee must request and as far as possible obtain approval in advance from the Management.

10.4.9 Absence due to Illness

No employee shall absent himself/herself from duty on grounds of illness without producing to his/her Supervisor/Manager, a medical certificate signed by an Approved Medical Officer.

10.4.10 Failure to Give Notice of Absence

If an employee fails to give notice of absence, he/she shall be liable for disciplinary procedure.

10.4.11 Use of Institute Property/Funds

- (i) An employee has a duty to protect and conserve Institute property and funds/money entrusted or issued to him and must ensure that no damage, loss or misappropriation occurs to the property or funds;
- (ii) An employee shall not, directly or indirectly, use or allow third parties to use Institute property or allow its use for other than authorised purposes.

10.4.12 Bribe/Corruption

Employee is prohibited from soliciting, force or accepts bribes from any person or entity either in person or by using another person for the service rendered or likely to be rendered. In addition, employees are required to separate private businesses and the Institute business.

10.4.13 Fraud

Institute employee is strictly prohibited from forging or altering payment documents, submitting false income/expenditure reports; misappropriating or misusing Institute property and funds; handling unauthorized transactions, deliberately making an inaccurate entry in the Institute records, financial statements or any other official document (s).

10.4.14 Attire

- (i) Institute employees are expected to display dignity and

command respect of the public through proper dressing. In addition, an employee will maintain personal hygiene, dress in respectable attire in accordance with accepted norms and practices of public office as stipulated in the Government's Directives: Staff Circular No. 3 of 2007 on Dress Code as well as other Circular to be stipulated by the Institute as amended from time to time.

- (ii) An employee who by nature of his duties has been provided with official dress or uniform shall be required to put on such dress while on duty at all times;
- (iii) Employees in uniforms must be clean at all times whilst on duty.

10.4.15 Communication via e-mail, Internet and other media

- (i) The Institute information and communications infrastructure, equipment and software are in place to enable employees to perform business-related duties that their positions require. The use of this property by employees is for the sole purpose of conducting business-related activities;
- (ii) An employee must safeguard equipment and software used for data/information storage and communication purposes, and must ensure that no damage, loss, misappropriation occurs to such assets;
- (iii) Only software approved and purchased by the Institute shall be loaded on the Institute computers;
- (iv) It is illegal to copy, download, or distribute software or other materials or files that are protected by copyright;

- (v) An employee shall use the Institute information and communication facilities for work-related activities only in accordance with the Institute Information Security Policy and related regulations.

10.4.16 Corporate Communication

- (i) The Rector is the chief spokesperson of the Institute or any other person assigned by the Rector;
- (ii) An employee of the Institute is forbidden, except in the proper course of his duties, to make communications to the Press or to give broadcast talks on questions of the Institute's policy or business. No such communication or broadcast may be made without the permission of the Rector;
- (iii) Information known to a staff by virtue of his official position should not be communicated to any person or agency outside the Institute except as may be necessary in the performance of duties or in accordance with appropriate authorization from the Rector.
- (iv) No employee is allowed by virtue of his employment with the Institute to participate in lectures, seminars, panel discussions and to be interviewed by press or at any time to voice his opinion on matters relating to Institute policies or operations except when authorized do so by the Rector in writing;
- (v) The above rule is not breached if a staff member answers any questions concerning the general activities of the Institute from stakeholders i.e. the objectives, role and functions of the Institute as stipulated in the establishing act.

10.4.17 Substance Abuse (alcohol, drugs and smoking)

- (i) Substance abuse - whether alcohol, smoking or drug abuse - poses a serious threat to the safety, health and productivity of employees. The Institute prohibits use of narcotic drugs, alcohol and smoking in its office premises;
- (ii) Use of alcohol, narcotic drugs and related products by employee while on duty and within Institute premises is strictly prohibited;
- (iii) There may be events sponsored by the Institute where management approves the serving of alcoholic beverages. In these cases, excessive drinking and intoxication is prohibited;
- (iv) While out of office, an employee is required to refrain from becoming drunk, using narcotic drugs and any unacceptable behaviour which may bring the Institute into disrepute;
- (v) For safety and health reasons, it will not be permitted to smoke within the office premises, in the Institute motor vehicles or in any functions hosted by the Institute.

10.4.18 Borrowing and indebtedness

Employee should borrow only if he is truly in need, has exhausted other means, and can repay the lender in a timely manner. In addition, he shall not borrow to the extent of not being able to repay debts or issue cheques while his account has no sufficient balance as this amounts to fraudulent act which discredits the employee and damages the image of the Institute.

10.4.19 False Presentation

- (i) An employee is responsible to the Institute for the accuracy of any statement written or oral made by him to procure the grant

of appointment, position, an allowance or other payments. He/she shall also notify the Institute as soon as he/she is no longer entitled to position, an allowance or other payment or is entitled to a reduced rate/amount;

- (ii) Any employee who knowingly submits an improper claim, wilfully makes an incorrect statement or knowingly accepts an allowance/payment at a rate higher than that to which he is entitled shall liable to a disciplinary action;
- (iii) An employee who on recruitment and under employment presents false certification and documents shall be liable to disciplinary action or criminal proceedings and shall lost her rights with exception of her contributions to the social pension fund.
- (iv) Any employee is prohibited to present falsified information that will render him/her to enjoy financial and non-financial privileges in any form.

10.4.20 Accepting/Requesting Gift and Borrowing

No employee of the Institute shall accept any gift of valuable consideration or borrow in whatever form or description from any person or firm with whom he has or may be likely to be dealing in the course of his duties as an employee of the Institute.

10.4.21 Business with the Institute

No employee shall undertake or offer services to the Institute as an independent contractor or supplier without observing procurement requirements and written approval from the Director General.

10.4.22 Internal and external correspondences

- (i) Correspondence emanating from an employee must follow the formal lines of Institute. They must be routed through the employee's immediate supervisor;

- (ii) All letters going outside the Institute shall be signed by the Rector or designated Officers on behalf of the Rector;

10.4.23 Attendance Register

- (i) Employees shall “clock” in or out when entering or leaving the Institute’s office premises. The clocking in or out shall be used as Attendance Register;
- (ii) Where an electronic access system is not installed, employees shall continue a normal attendance register book;

10.4.24 The Use of Institute Properties and Money

- (i) All employees are duty bound to protect Institute properties and financial resources;
- (ii) The use of Institute properties or financial resources shall only be on the indented purposes.

10.4.25 Political Activities

An employee has the right of being a member of any political party and can vote both for his party and in general elections. He may participate in political activities in accordance with the Government’s Directives and circulars.

10.4.26 Private Trading

Trading in the Institute premises or while performing official duties is prohibited.

10.4.27 Gambling and Betting

Gambling or betting shall not be permitted within the Institute premises.

10.5 Integrity Pledge for the Public Service

An employee shall be required to sign and comply with Integrity Pledge for the Public Service in accordance with Public Service Act, Cap 298 as amended. In addition, employee shall fill Code of Conduct Acknowledgment

Form under **DIT/HR/FORM11** and Declaration of Secrecy Form **DIT/HR/FORM13** to these regulations.

10.6 Breach of Code of Ethics and Conduct

A violation of the Institute's Code of Ethics and Conduct by an employee may be a cause for appropriate disciplinary action and shall be dealt with in accordance with procedures prescribed by Institute Staff Disciplinary Procedures.

CHAPTER 10

MISCELLANEOUS

11.1 Administrative Issues

The Rector shall notify the employees of all administrative measures and provision he deems necessary to improve the efficiency and operation of the Institute; the conditions of service and the living conditions of employees in general without prejudice to their acquired right.

11.2 Institute Files and Documents

All files and documents in the Institute shall remain the property of the Institute. Authorised employees shall handle records and monitor movements of files and documents.

11.3 Handling of Personal Files

- (i) An employee shall not have access to his/her personal file. In case of need, the employee concerned shall contact Head responsible for Human Resources and Administration for assistance.
- (ii) All official personal correspondences shall be transacted through personal files. Information in personal files shall not be disclosed to unauthorized persons.
- (iii) All confidential files shall be kept confidential registry.

11.4 Staff Meetings

- (i) The Rector shall hold a meeting with all employees at least twice in a year. The Director responsible for Human Resources Management shall initiate the process after consultation with the Rector;
- (ii) The Rector shall hold Management meetings at least once in every month;

- (iii) Heads of Directorates/Campuses/Units shall hold monthly meetings with employees under their Directorates/Units.

11.5 Employees Relations Activities

The Director responsible for Human Resource and Administration shall be responsible for all activities related to employee's relations of the Institute. Such activities shall include but not limited to organising annual family events and any other event that will help to build good employees relations and the relations between the management and employees as well as employee's family social relations.

11.6 Savings and Credit societies

Employees may be allowed to form and take part in credit and savings society at place of work following the approval of the Management.

11.7 Institute right to Search

The Institute shall have the right to search any of its employees within the Institute office premises, where there is reliable evidence or reasonable grounds that an employee has unauthorized property of the Institute in his person or possession.

11.8 Workers' Council

For purpose of creation and maintenance of good relationship between the Institute and its employees, there shall be established a Workers' Council. The composition and functions of the Workers' Council are as provided for under the Public Service (Negotiating Machinery) Act No 09 of 2003.

- (i) The aims of the Council are to provide forum for the participation of employees in matters relating to Institute service, and in particular participation in discussing and making decisions pertaining to the Institute 's employees' welfare;

- (ii) The Workers Council will hold two meetings in a year to deliberate on work plans and review performance of the Institute and advice on areas of improvement.
- (iii) Management with collaboration with Trade Union recognized by the Institute shall prepare Workers Council Contract for every three years. Director responsible for Human Resources and Administration shall coordinate this process.

11.9 Work Place Health Guideline and Procedure

The Institute shall develop a special Guideline and Procedures for proper administration of employee health at work place. The guide shall constitute among others Occupational Health and Safety Issues, Wellness Programs and general administration of employees medical issues.

11.10 Free Issue of Uniform and Safety Gadgets

Uniforms and safety gadgets shall be issued to Drivers, Record Management personnel, Secretaries, Receptionists/Telephone Operator, Technicians, Artisans, Office Attendants and employees involved in field's inspection and laboratory technicians and whoever approved by Management.

11.11 Collective Bargaining Agreement and Supplementary Scheme

In an effort to attract and retain the best talents, the Institute (DIT) may establish a Contributory Supplementary Scheme or may conclude a Collective Bargaining Agreement to provide for additional retirement benefits for its employees as per DIT Incentive Scheme.

11.12 Bereavement Procedures

In event of misfortune caused by a death of employee, spouse parents (*mother/father*), child/dependant of an employee the following procedures shall be observed; -

(i) Notification of Misfortune

- (a) In event of misfortune due to a death of employee, the immediate family member shall inform the immediate supervisor who will report the incidence to Director responsible for Human Resource and Administration.
- (b) The Human Resources and Administration Director shall also inform the Rector and coordinate the bereavement assistance process and notify the employees.
- (c) In event of misfortune caused by a death of an employee's immediate family member, the respective employee shall inform his supervisor or Director responsible for Human Resource and Administration who shall inform all staff and initiate bereavement assistance process;
- (d) Where circumstances require the Director responsible for Human Resource and Administration shall provide the list of staff that will represent the Institute in the burial ceremony.

(ii) Bereavement cost

- (a) The Institute shall support employee on bereavement incidences using the rates provided under ***Institute's Incentive Scheme***;
- (b) In case of death of an employee, the Institute shall cover costs related to coffin, grave, decorations, shroud, wreath, food and related items. The maximum amount to be spent shall be determined through annual budgetary provisions;

- (c) In case of death of spouse or a child/dependant, the Institute shall cover costs related to coffin, grave, decorations, shroud, wreath, food and transport;
- (d) The body of a deceased employee, spouse and child/dependant shall be transported by the Institute to the place of burial within Tanzania; In case of foreigners the arrangement shall be made according to the engagement contract
- (e) Where the unfortunate situation happens within the vicinity, city or town where DIT offices are present, the Institute may support the deceased family with Tents, Food, chairs and Public Address System. Such support shall be extended on the death of employee, spouse, children of employee and parents of an employee and spouse.
- (iv) Escorting deceased body for burial (Outside Duty Station)
 - (a) In case of the death of an employee, spouse or a child, the Institute shall send a maximum of two staff to represent the Institute in the burial ceremony of a deceased person;
 - (b) In event an employee wishes to attend the funeral ceremony that is to be held out of duty station, he shall follow normal procedures of seeking permission to the immediate supervisor.

11.13 Expression of Sympathy

An official representative shall present “Expressions of Sympathy” to the family of an employee in case of death of an immediate member or employee. An expression of sympathy shall be in the form of a card or any other ways as may deem appropriate at that particular time.

11.14 Transport on Death of Employee/Spouse/Child/Dependant

In event of unfortunate death of an employee, the Institute shall cover cost of transport of the surviving spouse, children, together with personal effects at the allowable rate of tonnage in accordance with the deceased employee's specified limit of scale of transport, shall be provided up to the place of domicile/location which the survivors have opted to make their permanent home following the death of the employee.

11.15 Restriction on Membership of Trade Union

Rector, Deputy Rector, Directors, Managers and Heads of Units shall not be members of Trade Union that represents majority employees as per Employment and Labour Relations Act No 6 of 2004. (ELRA-2004).

11.16 Legal Proceedings against Employees of the Institute

- (i) Where a criminal prosecution or civil action is instituted against an employee in the course of performing official duties he shall be at liberty to apply to the Rector for assistance in his defence;
- (ii) Where a Rector is satisfied that the act was done or committed in good faith in the execution of official duties of the employee concerned and was not in contravention of any regulations or instructions and or the charge is malicious and is brought solely on account of the official position which the employee holds; and that it is the Institute's interest that the employees should be defended at expenses of the Institute shall immediately instruct the Head of Department responsible for Legal Services to arrange for the employee's defence;
- (iii) The Head of Department responsible for Legal Services shall arrange for the employee's defence and the Institute shall meet the cost of his defence;

- (iv) In circumstances an employee loses the case and is required to pay any sum by way of damage, costs, fine or compensation, such payment may be borne by the Institute's;
- (v) Where an employee wins the case and is awarded compensation or damages to that effect he shall refund the Institute the amount of the financial assistance he had received during the execution of the case.

ANNEXURES

LIST OF SCHEDULES

FIRST SCHEDULE

Disciplinary Code of conduct

This Code applies to all employees and is a guide for appropriate disciplinary sanction. As such, it does not detract Management the right to depart from this Code depending on the circumstances of each case. The Code aims to achieve the required blend of flexibility and consistency and to ensure fairness in the application of disciplinary matters. This list of offences is also not exhaustive such that Management may discipline any employee for a good cause even though the specific offence may not be stated in this Code.

The penalties recommended relate to the commission of the offence in isolation. The existence of any previous warnings and other materials factors should be taken into account in deciding on the appropriate disciplinary action.

CATEGORY	NATURE OF THE OFFENCE	PENALTIES (Number of Offences)
TIME AND ATTENDANCE	1. Late for work.	1. Off – Verbal Warning 2. Off – Written Warning 3. Off – final written warning 4. Off - termination
	2. Leaving workplace without permission or without reasonable cause.	1.Off– Verbal Warning 2.Off– Written Warning 3.Off – final written warning 4.Off – termination
	3. Extended breaks, late arrivals or early	1.Off– Verbal Warning 2.Off– Written Warning

CATEGORY	NATURE OF THE OFFENCE	PENALTIES (Number of Offences)
	departures without permission;	3.Off – final written warning 4.Off - termination
WORK PERFORMANCE	4. Confirmed poor quality and/or quantity of work	1.Off– Verbal Warning 2.Off– Written Warning 3.Off – final written warning 4.Off – termination.
	5. Doing an authorized private work at work place during work hours.	1. Off– Verbal Warning 2.Off– Written Warning 3.Off – final written warning 4.Off – termination.
	6. Improper use of work tools and failure to report damage to product or Institute properties	1 Off– Verbal Warning 2.Off– Written Warning 3.Off – final written warning 4.Off – termination.
	7. Failure to keep equipment or workplace in proper order	1. Off– Verbal Warning 2.Off– Written Warning 3.Off – final written warning 4.Off – termination.
BEHAVIOR	8. Unacceptable behaviour towards customers, clients, fellow employees or members of the public	1.Off– Written Warning 2.Off – final written warning 3.Off – termination.
	9. Unacceptable behaviour that reflects discredits the Institute whether on or outside the Institute premises.	1.Off– Written Warning 2.Off – Final written warning 3.Off – Termination.
	10. Insolence or using insulting or abusive language	1.Off– Written Warning 2.Off – final written warning 3.Off – termination.

CATEGORY	NATURE OF THE OFFENCE	PENALTIES (Number of Offences)
	11. Extreme profanity (swearwords), verbal abuse or signs and immoral or indecent conduct whilst on duty	1. Off – Written Warning 2. Off – final written warning 3. Off – termination.
INSUBORDINATION	12. Refusing or failing to carry out instructions where it was proved that it was lawful and legitimate	1. Off – Written Warning 2. Off – final written warning 3. Off – termination.
	13. Neglecting to perform any assigned task	1. Off – Written Warning 2. Off – final written warning 3. Off – termination.
	14. Disrespect to a Rector, Deputy Rector, Director, Manager, supervisor, customer or supplier (where actively or passively)	1. Off – Written Warning 2. Off – final written warning 3. Off – termination.
INTOXICANTS	15. Under influence of alcohol or drugs at work (where such drugs have not been prescribed by a medical practitioner)	1. Off – final written warning 2. Off - termination
	16. Possession of alcohol or drugs at work place	1. Off – final written warning 2. Off – termination.
	17. Smelling alcohol	1. Off – Verbal Warning 2. Off – Written Warning 3. Off – final written warning 4. Off – termination.
PROPERTIES	22. Poor Maintenance of Agency vehicle, any other property or	1 Off – Verbal Warning 2. Off – Written Warning 3. Off – final written warning

CATEGORY	NATURE OF THE OFFENCE	PENALTIES (Number of Offences)
	machine which an employee is responsible	4.Off – termination.
TIME, ATTENDANCE AND WORKING	23.Desertion – absence from work for more than 5 days	1.Off – termination.
	24.Fraudulently time keeping including clocking in of another employee's clock	1.Off – termination.
	25.Sleeping on duty	1.Off– Written Warning 2.Off – final written warning 3.Off – termination.
POOR WORK PERFORMANCE	26.Habitual, substantial or wilful negligence in the work performance.	1.Off – termination.
	27.Totally unacceptable work performance or behaviour, or consistent work performance below average despite at least two warnings.	1.Off – termination.
	28.Dishonesty or any breach of trust	1.Off – final written warning 2.Off – termination.
	29.Lack of skills, which the employee expressly or impliedly claimed to possess.	1.Off – termination.
PROPERTY	30.Wilful damage of Agency Property, clients, customers or member of the public.	1.Off – termination.
	31.Failing to report on accident or damage of Agency Properties.	1.Off – final written warning 2.Off – termination.

CATEGORY	NATURE OF THE OFFENCE	PENALTIES (Number of Offences)
	32. Theft or unauthorized possession of employers property or other property e.g. belonging to other employees, customers, clients or members of the public.	1. Off – termination.
BEHAVIOR	33. Abusive behaviour, harassment, assaults, threatened assaults or totally unacceptable conduct towards other employees, customers, clients or member of the public.	1. Off – final written warning 2. Off – termination.
	34. Being under influence of alcohol or drugs whilst at work, or consuming alcohol or whilst on duty.	1. Off – final written warning 2. Off – termination.
CONFIDENTIAL INFORMATION	35. Disclosing confidential information where it proved that the disclosure was intentional	1. Off – termination.
FRAUD	36. Fraud or theft of any nature	1. Off – termination.
	37. Claiming wages not due or accepting wage for which you are not entitled	1. Off – final written warning 2. Off - termination
	38. Failure to advise the Agency of knowledge of fraud	1. Off – final written warning 2. Off – termination.
RECORDS	39. Lying or misrepresentation on CV or application form or failure to disclose previous involvement in disciplinary or criminal	1. Off – termination.

CATEGORY	NATURE OF THE OFFENCE	PENALTIES (Number of Offences)
	proceedings relating to theft, dishonesty or fraud.	
	40. Deliberate falsification of or altering any documents.	1. Off - termination
EMERGENCY AND SAFETY	41. Injury to others through poor work or negligence	1. Off – final written warning 2. Off - termination
	42. Careless, wilfully or failure to observe security and safety rules	1. Off – final written warning 2. Off - termination
FIREARMS AND OFFENSIVE WEAPONS	43. Using or being in possession of firearms or where it has been confirmed that authorization has not been obtained	1. Off - termination
INSUBORDINATION	44. Gross insubordination	1. Off – Suspension or termination
RIOTOUS BEHAVIOR	45. Actual physical assault other than self defence	1. Off – Suspension or termination
	46. Minor physical or verbal assault	1. Off – Suspension or termination
	47. Intimidation, subversion, active, unlawful agitation, incitement to violence, general creation or furtherance employees unrest	1. Off – Suspension or termination
	48. Committing unsanitary acts	1. Off – Suspension or termination
	49. Adopting threatening attitude	1. Off – Suspension or termination
SEXUAL HARASSMENT	50. Sexual Harassment	1. Off - termination

CATEGORY	NATURE OF THE OFFENCE	PENALTIES (Number of Offences)
COMPLIANCE TO COMPANY RULES AND REGULATIONS	51. Causing loss or damage to the company through disregarding of company rules and regulations	1. Off – Suspension or termination
	52. Noncompliance to statutory acts and regulations	1. Off – final written warning 2. Off – termination.
	53. Unauthorized trading on Agency premises	1. Off – final written warning 2. Off – termination.
	54. Any acts of discrimination and breach of the company employment equity	1. Off – final written warning 2. Off - termination
	55. Receiving gifts from suppliers, customers or business associates in breach of the Agency procedure	1. Off – final written warning 2. Off - termination
ICT OFFENCES	56. Use of software in Agency owned PC/Laptop which has not been cleared for viruses by ICT Officer	1. Off– Written Warning 2. Off – final written warning 3. Off – termination.
	57. Pirating computer software for use on Fund's computer	1. Off – final written warning 2. Off - termination
	58. Unauthorized use of another employee's personal password or failure to ensure the secrecy of one's password	1. Off– Written Warning 2. Off – final written warning 3. Off – termination.
	59. Tempering with Agency software's without authorization	1. Off – final written warning 2. Off - termination
	60. Failure to acknowledge in writing compliance to	1. Off– Written Warning 2. Off – final written warning

CATEGORY	NATURE OF THE OFFENCE	PENALTIES (Number of Offences)
	IT Security Policies and Standards	3.Off – termination.
	61. Staff shall not write down or disclose their systems passwords to anyone under any circumstances	1.Off– Written Warning 2.Off – final written warning 3.Off – termination.
	62. Staff who use Agency Stationary for personal use and or private information unrelated to their work	1.Off– Written Warning 2.Off – final written warning 3.Off – termination.
	63. Staff who play computer games on their PC during work hours	1.Off– Written Warning 2.Off – final written warning 3.Off – termination.
	64. Leakage of Agency information caused by staff misplacing or losing flash disk or compact (CD), internet	1.Off– Written Warning 2.Off – final written warning 3.Off – termination.
	65. Staff except systems administrators who download and or install executable files on Agency PCS or laptops	1. Off– Verbal Warning 2.Off– Written Warning 3.Off – final written warning 4.Off – termination.
	66. Loss of Agency information due to staff negligence e.g. storing information related to Agency operations on a flush disks a primary storage media	1.Off– Written Warning 2.Off – final written warning 3.Off –suspension or termination.
	67. Losing Agency computer equipment, including valuable removable equipment, portable computers due to negligence	1.Off– Written Warning 2.Off – final written warning 3.Off – suspension or termination.

CATEGORY	NATURE OF THE OFFENCE	PENALTIES (Number of Offences)
	68.Failure to store common information on the shared folders that may deny access to other staff	1.Off– Written Warning 2.Off – final written warning 3.Off –suspension or termination.
	69.Staff who use Agency internet for personal gain including games, personal recreation, letter writing, campaigns, chain letters, solicitation or any other activities that might construes as illegal and offensive.	1.Off– Written Warning 2.Off – final written warning 3.Off –suspension or termination.
	70.Accessing social networks through Agency PCs	1.Off– Written Warning 2.Off – final written warning 3.Off – termination.
	71.Using internet and or email for purpose of anonymous disclosure of information or transmitting of defamatory information	1.Off– Written Warning 2.Off – final written warning 3.Off –suspension or termination.
	72.Charting on social media during working hours, where it is proved that such social media charting/conversations are not directly related to the business of the Agency.	1.Off– Written Warning 2.Off – final written warning 3.Off –suspension or termination.

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MEDICAL EXAMINATION CERTIFICATE

To: Hospital
.

1. Please examine:

To ascertain his/her fitness for appointment/re-engagement in the position of

.....

Signature of Authorised Officer.....

Official Stamp Date:

2. Medical Certificate:

I certify that I have examined the above named and find that he/she is
physically/mentally fit/unfit for appointment/re-engagement as above.

3. Full name of Medical Officer

Qualifications:

.....

Signature and Official Stamp:

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PERSONAL RECORDS FORM

PERSONAL RECORD FORM

1. Full Name:
2. Date of Place of Birth:
3. Place of Domicile:
4. Designation:
5. Date of First Appointment:
6. Date of Confirmation.....
7. Place of Recruitment:
8. Permanent Address:
9. Marital Status:
10. Number of Children:

(a)	Name	Date of Birth	School if any
(i)			
(ii)			
(iii)			
(iv)			
(v)			
(vi)			

(b) Other dependants living with you:

	Name	Date of Birth	School if any
(i)			
(ii)			
(iii)			
(iv)			

11. Particulars of Parents:

(i) Father Alive?.....

(ii) Mother Alive?.....

(iii) Physical Address:
.....

12. Education Qualifications:
Schools attended (state name and location):

(i)
(ii)
(iii)
(iv)

13. Professional Qualifications:

14. Previous experience:

	POST HELD EMPLOYER/ADDRESS	REASONS FOR LEAVING
(i)		
(ii)		
(iii)		
(iv)		
(v)		
(vi)		

15. Membership to Associations:

(a)
(b)
(c)
(d)

16. Membership to Professional Associations:
(a)
(b)
(c)
(d)

17. Hobbies:
(a)
(b)
(c)

18. Physical disability if any:
.....

19. Next of Kin:

(a) Name:

Relationship:

Address:

.....

I do hereby certify that the foregoing is my correct personal record and agree that if proved otherwise legal and disciplinary action be taken against me.

Signed by the employee:

In the present of:

(Name).....

.

(Title)

Address.....

Date:

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PROBATION PERFORMANCE EVALUATION FORM

Probation Performance Evaluation Form					DIT/HR/FORM 1				
Employee number									
Employee name									
Job Title									
Appraiser (Name)									
Date Joined DIT									
Period under review									
Review date									
Interim/Final									
				Performance & Behavioural Rating	A =1 Outstanding	B = 2 Excellent	B = 3 Good	B- = 4 Fair	C = 5 Poor
					1	2 Sometime	3 Consistently Meets	4 Sometime Meets	5 Consistently Don't Meet

Overall Performance									
	TECHNICAL PERFORMANCE INDICATORS								70%
BSC Perspectives	Object	Measures/KPI	Targets	Initiative/Action	Weight	Appraiser	Appraiser	Agreed Score	Weighted Average
Learning and Growth									
Internal Business Processes									
Financial Perspectives									
Customer Perspective									
BEHAVIOURAL COMPETENCIES									
Behavioural Competencies Rating Scale:	A=1 Outstanding	B = 2 Excellent		B = 3 Good		B- = 4 Fair		C = 5 Poor	
WORKING RELATIONSHIPS									
Ability to work in DIT									
Ability to get on with other staff									
Ability to gain respect from others									
COMMUNICATION AND LISTENING									

Ability to express in writing					
Ability to express orally					
Ability to listen and comprehend					
Ability to train and develop subordinates					
MANAGEMENT AND LEADERSHIP					
Ability to plan and organize					
Ability to lead, motivate and resolve conflicts					
Ability to initiate and innovate					
PERFORMANCE IN TERMS OF QUALITY					
Ability to deliver accurate and high quality output timely					
Ability for resilience and persistence					

PERFORMANCE IN TERMS OF QUANTITY					
Ability to meet demand					
Ability to handle extra work					
RESPONSIBILITY AND JUDGEMENT					
Ability to accept and fulfil responsibility					
Ability to make right decisions					
CUSTOMER FOCUS					
Ability to respond well to the customer					
LOYALTY					
Ability to demonstrate follower ship skills					
Ability to provide ongoing support to supervisor(s)					
Ability to comply with lawful					

instructions of supervisors					
INTEGRITY					
Ability to devote working time exclusively to work related duties					
Ability to provide quality services without need for any inducements					
Ability to apply knowledge abilities to benefit Government and not for personal gains					
Total					
Overall Performance Assessment by the Appraiser					
Key Strengths					
Key Weaknesses:					
Appraisee Name: Signature:					
Key Strengths:					

..... 					
Appraisee Name: Signature:					
Appraiser's Name Signature:					
Date					
Confidential Recommendation by Appraiser					
Employee is recommended for: (Tick (√) in box appropriately) (4)					
Continue on till end of probation	Extend probation period for further observation by - weeks/months		Terminate services due to unsuccessful probation		
Confirm the employee in the position of.....					
REVIEWERS COMMENTS ON ASSESSMENT (Head of Directorate/Unit)					
Name: Designation: Date:					
HRMA Comments Signature: Date:			DHRM Comments Signature Date:		

Approved by (Name) signature.....

RECTOR

Date:

DIT/HR/FORM 4

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EXTRA-DUTY APPLICATION FORM

1.0 Personal Details (To Be Filled by Supervisor)

No.	Names of Staff	Director ate/Unit	Section	Dates		Total Number of Days
				From	To	
1.						
2.						
3.						
4.						
5.						
6.						

2.0 Account Chargeable:

3.0 Details of the job and performance indicators

Job/Task/Activity	Key Performance Indicator/Deliverables
-------------------	--

Name of Supervisor:

Signature:

Designation:

Date:

4.0 Recommended by Head of Directorate/Unit

(i) I approve..... (No of days) of extra-duty at the rate of TZS for..... (No. of Staff) for undertaking the assignments listed in Part 2 Above.

(ii) Comment (If any)

.....

.....

Names:	Signature	Dates
Title:		

5.0 Approved by Rector

(iii) I approve..... (No of days) of extra-duty at the rate of TZS..... for..... (No. of Staff) for undertaking the assignments listed in Part 2 Above.

(iv) Comments (If any)

.....

Names:	Signature	Dates

Title		
--------------	--	--

Conditions Applicable:

1. The Head of Directorate/Unit should confirm the availability of budget prior to the approval of extra-duty;
2. There should be justifications that the assignment is special and could not be undertaken during the normal working hours;

DIT/HR/FORM 5

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OVERTIME APPLICATION FORM

1. EMPLOYEE DETAILS (To be filled by a Supervisor)

Names	Directorate/Unit	PF No

2. OVERTIME DETAILS

Total Number of Overtime Hours Requested	Time			
		From (Dates)	To (Dates)	No of Hours
	Ordinary Working Days			
	Weekends			
	Public Holidays			

Account/Vote Chargeable	
----------------------------	--

3. JUSTIFICATIONS

Please provide justifications why the job could not be accomplished during normal working hours.....

.....

4. DETAILS OF THE JOB AND PERFORMANCE INDICATORS

Job/Task/Activity	Key Performance Indicator/Deliverables

Requested by;

Names	Title	Signature	Dates

5. APPROVALS

Recommended by Head of Directorate/Unit

Names	Title	Signature	Dates

Approved Deputy Rector Planning Finance and Administration

Names	Title	Signature	Dates

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LEAVE APPLICATION FORM

SECTION A:

(To be completed in duplicate by the Applicant)

1. Full Name:
2. Designation:
3. Department:
4. Types of Leave *(Please Tick)*

Annual Leave	Maternity Leave	Paternity Leave	Emergency Leave	Compassionate Leave	Sick Leave	On Study Leave

Any other leave:

5. Last leave taken on for days

6. Leave days due:as at

7. Proposed date of commencement..... up to
8. My wife/husband and children will accompany me.
9. Please pay his/her Salary of TZS..... to A/C #.....

10. Leave address will be

- Signature: Date:

SECTION B:

(To be completed by Head of Department/Unit)

- 11.* It is hereby certified that information provided in Section A: 4-5 is correct and
 for days is recommended.
- 12.* It is hereby certified that information provided in Section A: 4-5 is correct, but
 leave for.....applied is not recommended because of

12. It is recommended that leave be extended to

Signature..... HoD/Unit):Date:
 (* Delete whichever inapplicable)

SECTION C:

(To be completed by Director of Human Resource)

13. Leave due as at..... is..... days
14. Leave application for days from to
 approved/not approved because

15. Leave allowance for Shs.....
 (Shillings.....) approved.

Signature: Date:

Original-Applicant

Copy- Personal File

DIT/HR/FORM 7

**UNITED REPUBLIC OF TANZANIA
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RECALL FROM LEAVE

To be completed in typescript or Block Capitals in triplicate and submitted to the Human Resources and Administration Manager.

PART A: TO BE COMPLETED BY A SUPERVISOR WHO RECALLS AN EMPLOYEE

1. Full Name:
2. Directorate/Department:
3. Designation:
4. Number of days to be recalled..... (days) from (dates).....to
5. Reasons for a recall:
6. Estimated cost of recall i.e. transport costs:

Date: Signature of a Supervisor:

PART B: RECOMMENDED HEAD OF DIRECTORATE/ UNIT

Name: position:

Signature.....Date:

PART C: Approve/Not approved by Director Responsible for Human Resource

Date: Signature:

Copy: Forwarded to Human Resource Manager/Head

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FORMAL GRIEVANCE STAGE ONE

Name of the employee:

Directorate /Unit.....

Cause of Grievance.....

.....

.....

Signature of the Employee..... Date.....

Name of the Employee Representative:

Signature of the Employee Representative.....

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FORMAL GRIEVANCE FORM STAGE TWO

Date Received..... Directorate/Unit.....

Name of the Manager/Director.....

Steps taken to resolve the grievance.....
.....
.....

Comments about the Grievance.....
.....
.....

Remedy proposed by the Manager/Director dealing with the grievance
.....
.....

Outcome.....
.....
.....

Signature of the Manager/Director.....Date:

Signature of the Employee:

Signature of the Employee Representative:Date:

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CODE OF CONDUCT AND ETHICS ACKNOWLEDGEMENT

I hereby certify that I have read and understood the DIT Code of Ethics and Conduct and agree to comply with the standards of good conduct and ethical principles, as provided in the Code of Conduct, at all times.

Name:

Title:

Section:

Directorate/Unit:

Signature:

Date:

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DECLARATION OF SECRECY AND INTEGRITY

I (Full Name)

being the holder of an office in the service of the Dar es salaam Institute of Technology hereby declare and promise that I will at all-time observe the strictest integrity and secrecy in relation to all messages, accounts, communications, business and other matters whatsoever from time to time transmitted, kept, made, communicated or done by me or coming to my knowledge in the course of or during my employment with the Institute, and that I will not whether during or after my employment with the Institute, without the consent of the Institute disclose, divulge, or make known to any person or persons whosoever any such messages, accounts, communications, business or any other official matter unless compelled to do by a court of Law or any other competent Institute ; and that my personal integrity will also be beyond reproach.

Signed by the said (name) on (date).....in
the presence of (full name) of.....
(address)

Witnessed by: (Name)
(Title) on behalf of the Rector thisday of(month)(year).

UNITED REPUBLIC OF TANZANIA
MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY
DAR ES SALAAM INSTITUTE OF TECHNOLOGY



EMPLOYEE EXIT CLEARANCE FORM AND NO CLAIM FORM

Employee Name:								
Employee ID Number:	PF/Check No.							
Directorates	Designation:							
Date of Joining the Data Vision	Date:					Last working Date		
Reasons for termination of employment	<i>Resignation</i>	<i>End of Contract</i>	<i>By Agreement</i>	<i>By Employer</i>	<i>Operational Requirement</i>	<i>Attainment of Retirement Age</i>	Disciplinary Reasons	<i>Others (specify)</i>
<i>Tick where appropriate</i>								

	<i>Please tick and sign to confirm that items mentioned in the particular sections have been surrendered</i>			
<u>PART A</u>				
<i>Human Resource and Administration</i>				
S/N 0	Items	YES	NO	Not Applicable
1	ID Card returned?			
2	Medical Cards returned? (if any)			
3	Working facilities returned?			
4	Training cost to be recovered?			
5	Exit interview conducted?			
6	Notice period –short fall?			
7	Gratuity form submitted to finance for payment?			
8	Staff records on HRMS updated?			
9	Department Manual(s) returned?			
12	DIT car and car keys returned?			
14	Any other			
<i>Any comments.....</i> <i>Signature and Date (HR Section) Date.....</i>				
<u>PART B</u>				
<i>Finance and Accounts</i>				
S/N 0	Item Description	YES	NO	N/A
1	Salary advanced recovered?			
2	All financial authorization access revoked?			
3	Any payables?			
4	Any loan liability? (i) Bank (ii) SACCOS (iii) Revolving Fund (iv) Any other			
5	Any unretired imprest?			
6	Any other items			
<i>Any comments.....</i> <i>Signature and Date (Accounts Section) Date.....</i>				

PART C

ICT Services Clearance

S/N	Item Description	YES	NO	N/A
1	Email IDs deleted?			
2	DIT laptop returned?			
3	System logic ids deactivated?			
6	System login Ids deactivated?			
7	Backup CD handed Over done?			
8	Confidentiality Agreement exit form signed?			
9	Any other			

Any comments.....

Signature and Date (ICT Section)Date.....

Confidentiality Agreement

1. Definition of Confidential Information

For purposes hereof, the term “Confidential Information” shall include all information of which I have become aware, whether in writing or otherwise, regarding the DIT business operations, financial status, new business ventures/opportunities, customer or prospect data, the DIT software products and services, including without limitation, trade secrets, computer programs, source and object code, documentation, formulas, processes, methodologies, data structures and dictionaries, contracts, sales and marketing strategies, training program materials and any other information disclosed by the DIT to me other than information which DIT has indicated to me in writing is not confidential. Any information disclosed by DIT to me prior to the execution of this Confidentiality Agreement shall be subject to the terms of this Confidentiality Agreement.

2. Copies; Return of Materials

I shall not make any copies or reproduce in whole or part any documents or other materials made available to me incorporating Confidential Information, without prior written consent of DIT. I agree that all documents and other materials made available to me by DIT shall remain the property of DIT and, I shall forthwith return (without retaining copies thereof) any and all such documents and materials prior to leaving the service of the DIT.

3. Work Product

Except as otherwise agreed in writing, all work products that came to my knowledge in the course of employment at DIT including any intellectual property originated or prepared by me in the course of working on various projects or undertakings, shall be the sole property of DIT and I shall not disclose or use in any way.

PART D:

NO CLAIM CERTIFICATE

I.....hereby unconditionally and without any reservation whatsoever certify that I have no claim whatsoever or any pending payments due for me, and declare that I have received all my rights, entitlements due as a result of termination of employment with DIT.

Signature (Exiting Employee)Date.....

Witnessed by.....

To be filled by the Rector

Completed exit clearance form received on (date): _____

Name: _____ Signature: _____

MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY
DAR ES SALAAM INSTITUTE OF TECHNOLOGY



SICK-SHEET

(To be filled in by Personnel Officer/Division and filed when completed).

1. To the Medical Officer in-charge of.....
(name of Hospital/Dispensary/Clinic/Health Centre)

Patient's full name:Designation:

Grade of Treatment.....AgeDate:Time:

Signature of Authorised Officer.....Designation:

2. REPORT FROM MEDICAL OFFICER:

To:
.....

I certify that Mr/Mrs/Miss/Ms: is under
treatment and is able/unable to follow his/her occupation. He/She is admitted to
hospital from date for treatment.

Signature and rubber stamp of Officer in Medical Charge:

3. I hereby certify that
Mr/Mrs/Miss/Ms.....has now
sufficiently recovered to resume his/her occupation.

Date: Time: Signature of Officer

Medical Officer In-Charge of.....

4. days recommended to be excused from
duty/assigned duty light duty.

Date: Initials

LIST OF TEMPLATE

**UNITED REPUBLIC OF TANZANIA
MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY
DAR ES SALAAM INSTITUTE OF TECHNOLOGY**



When responding please refers

Ref. No:

Date:

Mr/s.,
P.O. Box.....,
DAR ES SALAAM

RE: OFFER OF APPOINTMENT (Unspecified Period Contract of employment)

I am pleased to notify you that Dar es salaam Institute of Technology has offered you an appointment as..... following your successful performance of an interview held on (date)..... on.....This appointment is with effect from (commencement date) and you will perform your duties under principal terms and conditions as set out hereunder: -

1.0 DUTY STATION

Your duty station shall be However, the employer reserves the right to change your duty station subject to operational requirements.

2.0 REMUNERATION

The Employee's remuneration package considered in terms of the responsibilities and shall be:-

2.1 Basic Salary TZS..... within per month. Your salary shall be subjected to lawful taxes and any other lawful deductions.

2.2 You will be required to join one of the mandatory social security schemes as stipulated under Section 30 of the Social Security Act.

3.0 PROBATION PERIOD

You will be required to serve a probation period of twelve (12) months. You will be confirmed to the position if at the end of such period your performance is satisfactory.

4.0 WORKING HOURS

Normal working hours are from 7.30 am to 3.30pm Monday to Friday. You may be

required to work beyond those working hours as circumstances requires.

5.0 REPORTING

You will be reporting to the and your employment is governed by the DIT Human Resource Policies, Procedures, Regulations or any other Public Service related legislations and Circulars presently in force or as shall be amended from time to time.

6.0 DUTIES AND RESPONSIBILITIES

Your duties and responsibilities shall be as stipulated in the Job Description Guide provided as an addendum to this contract.

7.0 NOTICE OF TERMINATION

Your employment may be terminated at any time by either party giving not less than 28 days notice in writing or paying one month basic salary in lieu of notice.

8.0 OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Other terms and conditions of employment shall be as per DIT Staff and Administrative Regulations, Procedures, Regulations or any other Public Service related legislations, and Circulars presently in force or as shall be amended from time to time..

.....
RECTOR/FOR RECTOR

I _____

Accept /Not accept the appointment being offered to me on the terms and conditions of service specified above.

Signature

Date

UNITED REPUBLIC OF TANZANIA
MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY
DAR ES SALAAM INSTITUTE OF TECHNOLOGY



When responding please refers

Ref. No:

Date:

Mr/s.,
P.O. Box.....,
DAR ES SALAAM

Re: LETTER OF CONFIRMATION

Reference is made to the above-mentioned subject.

2. Please be informed that, having evaluated your performance during the probation period and having assessed your general attitude and demeanour, the Governing Council/ADRC, during its Meeting held aton confirmed you to the post of (Job title) with effect from

3. Other terms and conditions of employment as stipulated in your employment contract remain unchanged.

4. With this confirmation, the Institute is of the expectation that you will continue to carry out your duties and responsibilities as instructed by your immediate supervisor and from time to time, when needs arise, you may be required to serve different Directorates, Units and Department across the Institute.

Congratulations on your confirmation.

.....
RECTOR/FOR RECTOR

DIT/HR/TEMPLATE3

UNITED REPUBLIC OF TANZANIA
MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY
DAR ES SALAAM INSTITUTE OF TECHNOLOGY



When responding please refers

Ref. No:

Date:

Mr/s.,
P.O. Box.....,
DAR ES SALAAM

Re: PROMOTION LETTER

I am pleased to inform you that the IADC/COUNCIL during its meeting with Ref. No. (.....) dated, deliberated and approved your promotion from (old title)to (new title) with effect from

The Salary for this designation is TZS..... - per month in the Salary Scale You will start with TZS..... per month.

You will serve this designation under probation for a period of months excluding any leave taken within the said period. Other terms of service shall remain unchanged.

Your job description attached as part of this letter is subject to change from time to time.

I congratulate you for this achievement and wishing you success in performing responsibilities attached to this new designation.

I would like to receive your acceptance letter in days after you have received this letter.

.....
RECTOR/FOR RECTOR

DIT/HR/TEMPLATE4

**BONDING AGREEMENT FOR EMPLOYEE ATTENDING COURSE SPONSORED
BY THE INSTITUTE**

(Made under Government standing orders for the public service of 2009.GN 493 OF
2009 Part G 7(j))

THIS AGREEMENT is made this day of the year 20....

BETWEEN

DAR ES SALAAM INSITUTE OF TECHNOLOGY (DIT), P.O. Box 34578 Dar es salaam
hereinafter to be referred to as "Sponsor" of the one part;

AND

.....who is employed by DAR ES SALAAM INSITUTE OF
TECHNOLOGY (DIT), as..... (hereinafter to be referred to as
"Employee" of the other part);

AND

..... (First Guarantor) of Dar es Salaam
and (Second Guarantor) of Dar es Salaam
hereinafter called the Guarantors; jointly and severally of one part.

A. WHEREAS

- 1.0 The Sponsor has agreed to sponsor or permits the Employee to attend..... in..... course offered by during the academic year (hereinafter referred to as "the Training").
- 2.0 The Sponsor will provide training fees, reasonable allowances for purchase of books and other learning materials only if the costs payable by the Institute (hereinafter referred to as "the Expenses"). OR the Sponsor will allow the employee to attend a long course on a full funded scholarship provided by a donor.

- 3.0 In consideration of the premises the Employee has agreed to enter into this Agreement upon the terms and conditions hereinafter appearing.

B. NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1.0 The Employee shall during such period of attending the Training diligently apply himself to the Training and conform to such regulations and disciplines as may be in force with respect to the same.
- 2.0 The Sponsor shall pay the expenses for the Training, which includes the training fee and costs for training materials and other reasonable allowances. Where training fees or any other costs are not charged by the training provider by virtue of business arrangements and relationship between the Sponsor and the training provider, the training fees or those other costs shall be defined as the market value of the training provided which the Sponsor will determine in consultation with the training provider. Subject to part A (2.0) of this contract, upon successful completion of the Training, the Employee covenants and undertakes to serve the Sponsor for a period of not less than **three years** (3) up to five years (5) depending on the duration of the course (hereinafter referred to as "the Contract Period"). The Contract Period commences from the date of the Employee's reported back for duty after returning from the Training.
- 3.0 If an employee contravenes or fails to comply with any of the provisions of clause 1 hereof (other than the provision as to continue in his employment for a period of three years, the employee and the Guarantors(s) shall be jointly and severally liable to repay to the Institute all expenditure incurred by the Institute in connection with the employee attending the course including (but not limited to) any sums paid to his or on his behalf by way of salary, allowances, fees or expenses and for the cost of passages, transport and travelling on any journeys undertaken in connection with the course, as indicated in the Second Schedule here to, together with interest at the prevailing commercial bank lending rate.

- 4.0 The Employee further covenants with the Sponsor:
- (a) That he will diligently complete the Training within the prescribed time;
 - (b) That he will not during the Training engage in any activity which the Sponsor considers not to be in the Employee's interest in relation to the Sponsor;
 - (c) That he will during the Training comply with such instructions as directed by the Sponsor;
 - (d) That he will not enter into any other agreement for employment with another party for so long as this agreement remains valid.

5.0 The Sponsor has the right to revoke or terminate this Agreement if at any time during the Training the Employee is guilty of any of the following:

- (a) Misconduct;
 - (i) Engaging in political or unauthorized activities resulting in activities that in the discretion of the Sponsor are inconsistent with the purpose of the Training;
 - (ii) Abandons the Training before the completion thereof;
- (b) Any breach by the Employee of any of the provisions of this Agreement.

In such circumstances, the Employee shall cease to have any claim to any benefits of this Agreement and shall be liable to pay agreed liquidated damages being a sum equivalent to the Total Expenses.

6.0 If a sponsored employee resigns or, for reasons of any fault attributable to him under the law generally or under the Institute Staff Regulations causes the termination of his employment or has his appointment

terminated on this than on medical or on this grounds justifiable by the law generally or under the Institute Staff Regulations within three years of his assumption or resumption of employment following his course under the provisions of clause 1 hereof the employee and the Guarantor(s) shall be jointly and severally liable to repay to the Agency that proportion of the expenditure specified in clause 2 by which the period of employment since such assumption or resumption shall be short of a total period of three years, together this with interest there on at the prevailing commercial bank lending rate.

Any payment which the Employee is liable to pay to the Sponsor under this Agreement shall be paid within two (2) weeks from the date of written notice by the Sponsor to the Employee demanding payment. A notice sent to the Employee's last known address by registered post shall be deemed to be sufficient.

7.0 This Agreement shall be constructed in its meaning and effect in accordance with the laws of the United Republic of Tanzania.

IN WITNESS WHEREOF the parties have signed this Agreement the day and year first above written:

For and on behalf of Dar es salaam Institute of Technology

Name:
Title:
Signature:

AND

Name:
Title:
Signature:

SIGNED BY THE SAID:	}	
In the Presence of		
SIGNATURE:		

ADRESS: **Employee**

.....

OCCUPATION:

SIGNED BY THE SAID:

In the Presence of

SIGNATURE:

ADRESS:

.....

OCCUPATION:

.....
First Guarantor

SIGNED BY THE SAID:

In the Presence of

SIGNATURE:

ADRESS:

.....

OCCUPATION:

.....
Second Guarantor

RULES FOR GOVERNING EMPLOYEES WHILE ATTENDING COURSES

1. Every Employee selected to attend a course wholly or partly at the expenses of the Institute is required to comply with the following rules: -
 - (a) To proceed to the venue of the course as directed (both as to the time and means of travel);
 - (b) To begin his studies as such time as may be appointed and to continue diligently with such studies until the completion of the course unless he is prevented from so doing by sickness proved by a certificate from a medical practitioner or by on this circumstances beyond his control;
 - (c) To follow any directions which may be given to him by the authorities of the Institution concerning residence in an approved college, hostel or lodging.

- (d) To devote his full time and attention to following the course for which he was selected unless permission to undertake on this work to modify his course in content or duration is granted.
- (e) At all times to comply with requirements regarding conduct and discipline of the Institution;
- (f) To satisfy the Institute as to his conduct and progress by reports from the head of the Institution or his representative;
- (g) As and when called upon by the Institute cause himself to be medically examined and tender a report on his health to the Institute. It being understood that his attendance at the course may be suspended or terminated if he is declared by the medical practitioner approved or recognized by the Institute for the purpose as until to complete his studies owing to illness or that he must suspend, owing to illness, his studies for more than six months.
- (h) To sit for any prescribed examination within the time fixed by the authorities of the institution or the Institute unless he is prevented from a medical practitioner or by on this circumstances beyond his control;

2. Candidates attending courses outside Tanzania will be under the charge, direction and control of such members of Tanzania diplomatic missions as may be appointed from time to time.

Costs estimated at the time of departure as incurable towards the completion of the course and instruments supplied to be returned at the end of the course. The parties enter into the agreement aware that costs may vary subject to proof.

- (a) Course fees
- (b) Salary
- (c) Passages.....
- (d) Living expenses
- (e) Miscellaneous expenses
- (f) Instruments supplied to facilitate conduct and completion of the course and to be returned

.....
.....
.....
.....
.....
(g) Interest (on the above expenses) at the prevailing commercial bank
lending rate

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

(Regulation 44 (3))

PART A

An example of a charge

(Example where the charge is “absent from duty without leave”)

STATEMENT OF OFFENCE

Absence from duty for more than five (5) days without leave or reasonable cause contrary to Regulation 59 and paragraph (4) of Part A of the First Schedule of the Public Service Regulations 2003.

PARTICULARS OF OFFENCE

Mr./Mrs./Miss of P. O. Box (name of town) being a public servant namely, (Substantive title/duty post), and at the material time employed at Duty office), on the day of (month) (year) was absent from duty without leave or reasonable cause.

Date:

Signature of Disciplinary Authority

DIT/HR/TEMPLATE6

DISCIPLINARY NOTICE

An example of Notice

(Regulation 44 (5))

Mr./Mrs./Miss of (insert address).

Take notice that I intend to institute disciplinary proceedings against you. A copy of the charge is enclosed herewith.

You are required to state in writing the grounds upon which you rely to exculpate yourself and your representations should reach me within fourteen (14) days from the date you receive this notice.

Take further notice that if your representations do not reach me within the time specified above and having regard to the provisions of Regulation 45 of the Public Service Regulations 2003 I will proceed with the disciplinary proceedings without any further notice to you.

Date

Signature of Disciplinary Authority

I certify that I have received a copy of this Notice.

Date:

Signature of Disciplinary Authority