

SOKOINE UNIVERSITY OF AGRICULTURE CHARTER 2007

PROPOSED SUA STAFF REGULATIONS, 2013

Made under Article 26

Regulations Governing the Terms and Conditions of Service of the Sokoine University of Agriculture Staff

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PART I
Preliminary Regulations

1. Citation and commencement These Regulations may be cited as the **SUA Staff Regulations** and shall come into operation on the date of publication.

2. Application

- (a) These Regulations shall apply to all staff of Sokoine University of Agriculture
- (b) **Other guidelines such as the “Up the Ladder,” and Schemes of Service shall form part of these Regulations**
- (c) The Vice Chancellor shall be responsible to the Council for the application of these Regulations.
- (d) **In applying these regulations, the Vice-Chancellor shall be guided by the decisions of the Council, or Committees provided for under rule 16 and 17 of Sokoine University Rules, 2007 for purpose of dealing with staff matters, when such decisions are relevant.**
- (e) Where any dispute arises out of the application of these regulations, the matter shall be placed before the Committee/Committees referred to in sub regulations (d) above and hence if need arises, before the Council, the decision of the Council or reference of it under this paragraph, and subject to any decision or a reference to the Council therefore, shall be final.
- (f) Where the application of any of these regulations is at variance with the terms and spirit of the Labour Laws and Public Service Act 2002, terms of such legislation dealing with aspects of conditions of employment which are not dealt with in those regulations shall apply to staff of Sokoine University of Agriculture to such an extent as laid down in the legislation concerned.

3. Interpretation

- (i) In these Regulations, unless the context otherwise requires:-

“Charter” means the SUA Charter, 2007.

“Interview Panel” means a panel appointed by the Vice Chancellor or other University authority to facilitate appointment of staff;

“After consultation with” as used in these Regulations, means after seeking or after obtaining the advice, or recommendations or the comments or the suggestions on any matter in question;

“ “Appointment” includes:-
(a) Appointment on Contract;
(b) Temporary Appointment;
(c) Part time Appointment;
(d) Acting Appointment;
(e) Permanent Appointment;
(f) Appointment on Promotion.

“Academic staff” shall be as defined in the Universities Act, 2005 and the Charter.

“Administrative Staff” - Include Library (Non - Academic) and Technical Staff and as defined under the Charter

“Appointing Authority “- in relation to any member of Staff means the Council or its delegatee.

“Committee of Council” - Means a Committee established under rules 16 and 17 of the Sokoine University of Agriculture Rules, 2007

“Dependant” means a member of a family of a staff who is wholly or partly depending upon the earning of staff.

“Deputy Vice Chancellor (Administration and Finance)” - means Deputy Vice Chancellor (Administration and Finance) as appointed under article 10 of Charter,

“Leave” shall include, annual leave, maternity leave, sabbatical leave, sick leave, (leave pending retirement), leave without pay and convalescent leave

“Training bond” means binding agreement made between staff and University for which the University grants study leave with full pay or other financial assistances for the purpose of such staff training and the staff accepts the same with conditions stipulated thereof.

“Domicile” means a place where an employee after consultations with the employer has declared to be his/her permanent home.

“Suspension” means a temporary removal of staff from exercising the duties of his office after he has been charged with a criminal/disciplinary offence until such a time when the result of criminal/disciplinary proceeding against him are known

“Sick leave” means the approved absence of a staff from duty on account of illness.

Operative Scale - Senior Staff of the University Approved by University Council and Vice Chancellor

Middle Level Scale - Staff appointed by the Committee (AHRMC)

Non Operative Scale - Staff appointed by the Vice Chancellor

(ii) Subject to the provision of subsection (i) the

4. Forms

various expressions used in these Regulations shall, except where a contrary interpretation appears, have the same meaning as in the Charter.

The Standard Forms in the Appendices to these Regulations where applicable, and where they are not applicable form of a like character with such variations as circumstances may require, shall be used for the purposes of these regulations. Management shall have discretion to amend them when need arises.

5. University Staff Circulars and other Guidelines

These regulations may be supplemented as need arises by Staff Circulars issued by the Vice Chancellor. The Circulars will be numbered serially and reviewed periodically for the purpose of incorporation into these regulations.

6. Amendments

Every amendment of, or incorporation into, these regulations must be authorized by the Council or by a Committee of the Council to which authority has been delegated. The Committee or Committees referred to in Regulation 2 (c) shall be consulted before any amendment or alteration to the terms and conditions of Service for Staff is implemented.

7. Promulgation

A copy of these regulations shall be distributed to every Head of Department and every employee shall have access to them. Acceptance of an offer of appointment shall be deemed to include acceptance of the provisions of these regulations

PART II
CATEGORIES OF SERVICE,
APPOINTMENTS, CONFIRMATION OF APPOINTMENTS AND
PROMOTION

8. Categories of Service (1) There shall be **four** categories of service:-
a) Permanent Appointment
b) Contract or appointment for specified period of time
c) Temporary or part time appointment
d) Appointment for specific Task or daily pay service

9. Permanent: (2) Appointment to the permanent staff of Sokoine University of Agriculture will be made in accordance with the establishment shown in the recurrent estimates. Persons filling these posts can be expected to make a full career in the service of Sokoine University of Agriculture until the normal age of retirement, unless their appointments are otherwise terminated as provided under the Charter and these regulations

10. Contract:

(3) (i) Such contracts shall be offered to both non-citizens and citizen who are not expected or do not wish to make a full career in the service of the University or retired staff but whose services are required. **Contract appointments shall normally be for a maximum period of two years** renewable by mutual agreement. **A taxable gratuity or severance pay as may be prescribed in the contract of employment** will be paid on satisfactory completion of each contract **subject to availability of fund and government directives.**

(ii) Additional contract shall be considered upon the receipt of a formal letter from the respective staff who is on contract. Such letter is to be discussed and deliberated from the Departmental lever by indicating merits of extending such contract. The deliberations made together with minutes be forwarded to the Dean/Director who shall also forward the same with recommendations to the AHRMC (Academic)/(Administration). The University Council shall be the final organ to recommend extension or non extension of the contract to the Government.

(4) These contract may be offered due to the following situation;

- Positions left vacant by permanent employees on leave without pay
- Positions established in departments upon operational staffing needs and availability of funding
- Funded positions established in departments for use by teaching assistants
- Postdoctoral positions

(5) **Notwithstanding sub regulation (3) above when Tanzanian citizen employed under contract is below forty five years of age that staff shall join contributory pension schemes established under the law.**

11. Temporary/part time

(6) Such appointments may be offered to individuals on daily contract rates, with the object of filling vacancies for which there are no applicants qualified for permanent or contract terms; or to individuals required to assist during a period of unusual pressure of work or on account of the illness of permanent staff.

Part time employee/staff is non-benefit eligible specialized staff, employed for a limited time and shall be engaged on fixed contract and perform specific service in the University.

12. Appointment for specific Task

Such posts may be offered to individuals so as to perform a specific task the end of which is not accurately foreseeable. This appointment terminates or ends at the completion of specific task or non performance of the task for any cause.

13. Daily pay service

Employees who are engaged to a period of twenty-four hour or less are paid their wages at the end of such a period. Their services may be terminated at the end of any day without notice.

14. Appointments

- (1) There shall be grades of posts as may be provided for in the respective Schemes of Services to which members of the staff of the University shall be appointed.
- (2) No appointment may be allowed, for which no provisions has been made in the Approved Estimates of the University.
- (3) No increase in the number of posts may be made above the authorized establishments as shown in the Approved Estimates, without the prior approval of the Council.
- (4) **There shall be volunteers who have the desired qualifications as per SUA scheme of service and who shall fulfill specific conditions before they are offered such positions. Specific conditions for such case include letter of application, letter of a guarantor who shall spell out supporting the applicant in terms of subsistence expenses, medical, accommodation and transport. Volunteering will be subject to availability of a place at the earmarked/respective Department and approval by the Deputy Vice Chancellor (A & F) after recommendation of the respective Head.**

15. Advertisement of Posts

- (1) Subject to the Provisions of Universities Act and SUA Charter 2007, all applications for appointment to vacant posts shall be invited by the public advertisement in the United Republic of Tanzania.
- (2) The Appointing Authority may dispense with the advertisement if he considers the vacant post may be filled by internal promotion, or there is no likelihood of any application being received in response to an advertisement in the local press from a person who is eligible and suitable. Heads of Departments will in all cases recommend through their Deans of Faculties/Directors of Institutes whether or not a vacancy can be filled by internal promotion.

16. Appointing Authority

(1) **Subject to the Charter all staff of the University shall be appointed by the Council.**

(2) Notwithstanding sub regulation (1), the Council may subject to the provisions of Charter delegate its power of appointments in respect of post specified in hereunder to the following appointment authorities;

a) **For appointment of staff of salary scale of PUTS12/PGSS10/PUSS 10/PMGSS5 (i) Non-operative scales (Senior Members of Staff) to the Committee (ii) Operative scales to the Vice Chancellor to PUTS 10/PGSS21/PUSS17/PMGSS18 to the Committees.**

b) For other staff below Salary Scales (Operative scales) shown in (a) to the Vice Chancellor.

17. Disqualification from Appointments to the University Service

1) No person previously convicted of a criminal offence or who had his service terminated in the public interest from public service, parastatal organizations, industry or commerce may be appointed to any post at Sokoine University of Agriculture service without the prior approval of the Chief Secretary

2) Concealment of such conviction or termination, will render an employee liable to summary termination

3) When appointments are made, preference shall always be given to citizens of the United Republic of Tanzania. Non-Citizens shall be appointed only if no suitable citizens are available.

18. Letters of Appointment

(1) All letters of offer for all categories of service as provided under regulation 8 shall be issued by the Deputy Vice Chancellor (Administration and Finance) as prescribed in the schedules to these regulations.

19. Medical Examination for First Appointment.

All candidates for appointment except daily paid workers must undergo medical examination by Sokoine University of Agriculture Doctor or a Registered or licensed Medical Practitioner. All offers of Appointment are subject to a certificate of medical fitness being received by the University.

20. Period of Probation:

- (1) The period of probation for Permanent members of staff shall, be twelve months. On satisfactory completion of his/her probationary period, the staff shall be confirmed in his appointment.
- (2) Probation is to be considered as a means of ensuring that not only those guilty of misconduct and those whose efficiency is below the standard required, are not retained in the service of Sokoine University of Agriculture, but also, those who are unsuited leave before their prospects of obtaining alternative employment have been prejudiced.
- (3) Heads of Departments should ensure that all newly appointed employees have every opportunity of acquiring experience of their duties and are given all possible assistance in correcting their faults.
- (4) The Appointing Authority will be the final authority for deciding upon the termination of probationary appointments.
- (5) Where Appointing Authority formed an opinion that the probationary period be extended under regulation 16(3) or terminated under Regulation 15 (5), The Appointing Authority shall, before extending such period or terminating such appointment, inform employee in writing of his intention and afford chance for an employee to make reply.

21. Procedures for Confirmation of Probationary Employees

- (1) The Heads of Departments will through relevant Faculty Deans, Directors of Institutes/Centers/Directorates make a report to the Appointing Authority regarding the confirmation of probationary employees one month before the expiry of the probationary period. The Appointing Authority will be responsible for the confirmation of appointments.
- (2) The report for confirmation shall address the conduct and capability of the employee and recommendation for confirmation or not
- (3) The Appointing Authority may, at its discretion extend the period of probation of an employee as may be deemed necessary for a period not exceeding one year.

22. Other Conditions

- (1) Other conditions may be prescribed as necessary conditions to be fulfilled before an employee's appointment may be confirmed. These may include:-
 - (a) the passing of prescribed examinations or tests
 - (b) the satisfactory completion of certain courses of instruction and
 - (c) Any other pre-requisites laid down for any particular appointment.
- (2) In case where confirmation is deferred and the probationary period is extended the employee, notwithstanding the provisions of sub-regulation 17 (i) above, if the employee fails to complete his prescribed probationary period through causes judged at the time to be beyond his control, and if he succeeds in satisfying such prescribed conditions after a further reasonable period and he is considered suitable for confirmation in his appointment, the circumstances of his case may be examined by the Appointing Authority with a view to deciding whether he shall be treated as though he had been confirmed at the normal date.

23. Maintenance of Service Standards and Promotion.

(1) These shall be conducted by Heads of Departments, Deans, Directors, Deputy Vice Chancellor (Academic) and Vice Chancellor during main and mid reviews of academic staff performance leading to necessary recommendations to the Committee and to the Council in case of promotion to Associate Professor and above. The aim of these staff reviews shall be to enable the University maintain academic standards by promoting meritorious staff members, warning or where necessary, terminating the appointment of those who fall below the standard required and expectation of reputable institution of higher learning.

(2) The promotion criteria shall be as prescribed in the Up the Ladder and Schemes of Service for Academic members of staff.

(3) These shall be conducted by Heads of Departments, Deans, Directors, Deputy Vice Chancellor (Administration and Finance) during main and mid reviews of administrative staff performance leading to necessary recommendations to the Committee for promotion. The aim of these staff reviews shall be to enable the University maintain the expected administrative standards.

(4) Promotion of staff of the University shall be based on merit, effective and efficient performance, qualifications, skills and personal qualities.

(5) Where the appointing authority has promoted the staff, a letter of promotion as set out in schedule to these Regulations, shall be issued to the staff.

24. Termination of Probationary Appointment

The Appointing Authority will give a notice of three months of termination of probationary appointment. **If the termination is in the ground of inefficiency, due to employee's negligence or poor performance, the provisions of Employment and Labour Relations (Code of Good Practice, Rules 2007) will be followed.**

(a) **Retirement:**
The age of compulsory retirement from service of the University shall be sixty (60) years. An employee may retire voluntarily at the age of 55 years if he so wishes or earlier by special resolution of Council.

(b) **Resignation:**

(i) An employee on permanent terms may resign his/her appointment by giving three months' notice in writing to the Appointing Authority, u.f.s. his Head of Department, or by paying one months'

- (ii) salary in lieu of the notice.
- (iii) The Vice-Chancellor may waive the requirements of giving a three months notice in cases where circumstances are such that he considers it desirable to do so.
- (iii) Notwithstanding sub regulation (i) of this regulation staff with training bond shall be required to repay the University all expenditure incurred by the University in connection with his/her training including any sum paid to him by way of salary, allowance and other expenses

(c) Completion of renewal of Contract:

On satisfactory completion of his contract, an employee may leave the service of University with all the privileges to which he is entitled under the terms of his contract. Similarly, University is under no obligation to re-employ him for any further period. However, whether or not on the expiry of his contract he wishes to be re-employed he shall inform the Appointing Authority in writing not later than six months before the normal expiry of his contract.

(d) Termination of Appointment due to ill-health or injury:

- i. Any employee may be required to resign on the grounds that his persistent ill-health renders him unfit to discharge his duties efficiently. The Appointing Authority shall require such an employee to submit himself to examination by the Medical Board to be appointed by relevant Medical Authority with a view to ascertaining whether he is physically or mentally incapable of performing his duties. The Appointing Authority will then examine the report of the Medical Board and give a decision which shall be final.
- ii. **Notwithstanding sub regulation (i) above where the university is considering terminating an employee on grounds of ill health or injury shall be guided with the provisions of Employment and Labour Relation (Code of Good Practice) Rules, 2007.**

(e) Compulsory Retirement:

- i. If a Head of Department considers that any permanent employee should be

compulsorily retired on grounds which are not covered by any other of these regulations, he will forward a full report on the employee concerned (including the employee's reply to the complaint by reasons which retirement is contemplated) via his **Dean/Director** to the Appointing Authority.

- ii. If the Appointing authority is satisfied that it is in the interests of University, it will retire the employee subject to appeal by the employee to the Council, the employee will be given a three months notice of termination and then be retired without loss of superannuation pension right or, in the case of a contract officer, with gratuity earned pro-rate up to the date of his compulsory retirement.

26. Termination of Appointment on Disciplinary Grounds

- (1) Subject to the provisions of any written law for the time being in force, an employee may be terminated from the service of the University when is guilty of Gross Misconduct.
- (2) **An employee terminated under this regulation shall be paid his entitlement as per government standing orders currently in force.**

PART III

SALARIES, WAGES, RETIREMENT BENEFITS AND ALLOWANCE

27. Basic Salary Scale and Grading

- (1) The basic salary scales in force are as contained in the latest Treasury Registrar's Circulars/ Directives.
- (2) The grading of the various posts, together with the normal minimum entry qualification and the normal promotion requirements to higher posts or grading will be done in accordance with Schemes of Service subject of revision from time to time.

28. Entry Points

- (1) The starting salary of an employee on first appointment to the University will normally be at the minimum of the salary scale applicable to the post to which the appointment is made.
- (2) The appropriate Appointing Authority may, however, at its discretion, allow some increments above the minimum having due regard to the employee's approved professional and/or technical qualifications or experience

29. Payment of Salaries

The salaries of all staff will normally be paid at the end of each month through staff bank accounts

30. Increments and incremental dates

Definition:

(1) An increment is an increase of salary of a prescribed amount which, provided certain conditions are satisfied, is normally granted annually to holder of posts in incremental scale of salary until the maximum of the scale is reached. In all cases, the primary conditions will be that the employee has discharged his duties with efficiency, diligence and fidelity during the year concerned.

(2) Increments will be granted on the dates when they fall due and they will accordingly be paid automatically unless the Bursar has received definite instructions to the contrary from the Deputy Vice Chancellor (Administration and Finance) or unless the employee has reached the top of his scale. No increase in salary other than the normal increment may be authorized without the written permission of the Appointing Authority.

(3) An increment or increments may not be granted before the date on which they fall due. All members of staff shall fall into one of two annual incremental dates:-

- (a) An employee who is appointed/promoted between January 1st, and June 30th receives his annual increment on January 1st, of each year.
- (b) An employee who is appointed/promoted July 1st, and December 31st, receives his annual increment on July 1st of each year.

31. Increments Withheld or Stopped or Deferred	<p>When the conditions mentioned in regulation 25 (1) above have not been met, the relevant Appointing Authority may take the necessary steps to stop, withhold or defer increments:-</p> <ul style="list-style-type: none"> (a) When an increment is withheld or deferred, the employee not having qualified for his increment on the due date, cannot receive his increment of the date due until he has fulfilled the necessary conditions. On doing so, he will then receive the increments; his next increment will fall due on his original incremental date. (b) When an increment is stopped, the employee cannot be considered for the grant of an increment until another year has been served. (c) Before an increment is withheld or deferred the employee shall be informed in writing on the reasons thereof and shall be given chance to submit his representation in writing to the Appointing Authority.
32. Proficiency Bars:	<p>There is a proficiency bar at the top of every salary scale. No employee shall be allowed to cross the bar into a higher salary scale except on promotion to a higher post or when the position he is filling has been upgraded by Treasury Registrar's Circular.</p>
33. Compensation for Death or Injury	<p>(1) Where the staff 's injuries or death has been caused by an accident or an occupational disease arising out of and in the course of his employment, he shall be compensated for such injuries or death in accordance with the procedures provided for under:-</p> <ul style="list-style-type: none"> (i) the Accident and Occupational Diseases (Notification) Act, Cap. 330. R. E. 2002 (ii) the Worker's Compensation Act, 2008 and subsidiary legislation. (iii) Any other insurance policy available at the University <p>(2) Notwithstanding sub regulation 1 above in cases</p> <p>where the employee on Temporarily Incapacity continues to receive his salary, the University may deduct 50% of total amount paid/or compensated for temporary incapacity as compensation to the employer.</p>

34. Superannuation Benefits

(3) Subject provisions of Social Security Regulatory Authority Act, 2008 the employee shall be a member of Pension Fund mandatory scheme established under the law.

(4) The University as employer and staff shall contribute to the relevant Pensions Fund in accordance with the prevailing laws of such Fund.

(5) Contract Gratuity:

An employee of the University on a contract which is provided for payment of gratuity shall be entitled to receive on satisfactory completion of contract a gratuity or other benefits as per Council/government rates/Directives.

35. Severance Pay

(1) The extent of the liability of the University for payment of severance pay shall be as prescribed in the Employment and Labour Relations Act 2004, as amended from time to time.

(2) When Sokoine University of Agriculture has made, in respect of any staff as statutory contribution to the any Provident/Pension Fund the amount of the Severance pay for the period may be reduced by the sum of the statutory contributions made during that period in respect of that staff, less the sum which Sokoine University of Agriculture deducted as the staff's contribution

36. Subsistence
Allowances for Travel
on Duty, Transfer Etc.
within Tanzania

(1) **When an Officer** travels on transfer from one station to another or when he travels within Tanzania whilst proceeding on or returning from an overseas journey (whether on duty, study tour, leave etc) he will be eligible to claim subsistence allowance according to Treasury Registrar's Circular Directives. Subsistence Allowance at the rates approved by Treasury Registrar's Circular will also be payable to officers traveling on duty within Tanzania.

(2) The provisions of this sub regulation apply to all officers in the University irrespective of their terms of service, i.e to those on permanent contract, temporary, and daily paid terms. All employees irrespective of their terms of service, will be treated a like for the purpose of eligibility for subsistence and disturbance allowances.

(3) When an officer travels in circumstances in which he is eligible to claim subsistence allowances for his children, the allowance will be payable to all dependant children under 18 years of age for whom from our records is provided at University expense.

(4) **An officer** traveling on duty within Tanzania in circumstances in which his expenses are met by another organization will not be eligible to claim any allowances under the provisions of this paragraph.

(5) Where **an officer** who travels on duty within Tanzania does not spend a night away from his station but who is absent therefore for eight hours or more in any one day and travels a distance of not less than ten miles (sixteen kilometers) from his normal place of work, he will be eligible to be reimbursed, on production of receipted bills with the cost of breakfast, lunch or dinner necessarily taken during the day at a hotel, hostel, or club, provided that the amount claimed is reasonable, having regard to the officer's status. The costs of tea or **coffee or other beverages taken between meals is not refundable**

37. Disturbance
Allowance

Disturbance Allowance shall be paid in accordance with Standing Orders for the Public Service 3rd Edition (2009)

38. Subsistence Allowance for Travel on Duty outside Tanzania

The rates of subsistence allowance payable to officers traveling on duty outside Tanzania will be according to the latest rates approved by Treasury Registrar's Circulars.

- (1) The countries concerned have been arranged in three groups as provided in Treasury Registrar's Circulars/ Directives.
- (2) The rates quoted in the Treasury Registrar's Circulars/ Directives are inclusive and are intended to cover the cost of accommodation and meals at reasonable (not luxury) class hotels plus service charges and taxes and all incidental expenses including laundry and local transportation. It follows that no addition of claims on these accounts or reimbursement of hotel bills in excess of allowance will be met by University. Under no circumstances will officers be paid allowance in respect of wines, liquors, cigarettes etc.
- (3) An officer who will opt to stay in a luxurious hotel will not be paid a higher subsistence allowance than the rates shown above except where he has evidence that the place has not cheaper Hotel or other accommodation. But if it happens that the rates of subsistence allowance is not sufficient, the officer will, instead of subsistence allowance, be reimbursed, on production of receipted bills, the exact cost of food and accommodation and other basic requirements.
- (4) It should be explained, however, that airport charges and the cost of transportation to and from the airport on arrival/departure and the air terminal/hotel will be reimbursed by the University in addition to the subsistence allowance. Receipts are given for airport charges and for travel by public transport/airline buses and these should be produced in support of claims.
- (5) Notwithstanding the foregoing, where an officer who is on leave overseas resides within easy reach of the centre he is required for duty and spends eight hours or more away from his place of residence; the subsistence allowance payable will be as described in the Treasury Registrar's Circulars/Directives, in addition, expenditure on local traveling will be reimbursed.
- (6) Where subsistence expenses of an officer traveling aboard are met by another government or organization concerned with the visit, the normal practice will be that the officer is not entitled to receive any subsistence allowance. In view, however of the fact the incidental expenses are seldom, if ever, met in these circumstance

39. Mileage allowance (1) Members of a staff who use their own motor vehicles appropriate to their needs of University duty may claim mileage allowance as per **Council resolution/directive**.

40. Responsibility Allowance (1) Responsibility allowance is payable to a Dean/Head of Department/Director of Bureau at a rate approved by Council.
(2) The allowance is not supper annuable.

41. Acting Allowance: (1) When the substantive holder of any of these posts is away from his desk for a period in excess of 14 days and an acting officer is appointed to shoulder with full duties and responsibilities of the post the acting officer; an acting allowance shall be paid to officer appointed to act in the following posts,

- Vice Chancellor
- Deputy Vice Chancellors
- Bursar/Chief Internal Auditor/Chief Planning Officer /Chief Administrative Officer/Corporate Counsel
- Deans/ Directors
- Dean of Students

(2) When the acting allowance is payable, the amount thereof shall be difference between officer substantive salary and the minimum basic salary of the post in which he/she is appointed to act.
(3) Acting Deans and Directors shall be paid a probation of reasonability allowance for those posts i.e. on prorate basis, subject to the provision that in no case shall the allowance payable exceed one half of the officer substantive salary
(4) No officer shall be appointed to act in any one post for a period exceeding six months.
(5) No acting allowance shall be payable where the post is vacant.

42. Outfit Allowance:

- (1) Staff who travel outside East Africa on duty visit, course conferences/seminars or on duty tours may be paid an outfit allowances fixed by Treasury Registrar's Circulars irrespective of the period of the visit/course or climate of the country to be visited.
- (2) The payment of allowance will be subject to the following conditions:
 - a) the allowances will be paid prior to the employee's departure from Tanzania.
 - b) The allowance will be paid once in every three years it will not, however, be paid more than once in respect of one course of training even where the duration of the course is longer than three years;
 - c) Office will not be required to account for the allowance by producing received account of the expenditure incurred on the purchase of necessary outfit but the Vice-Chancellor must be satisfied that officers who receive the allowance have the basic outfit which the allowance is designed to provide;
 - d) In case where the expenses of an officer's visit or course of training overseas are met by an Aid Agency, or other sponsor and where such expenses include provision for payment of an outfit allowance if but the allowance is less than fixed by the Treasury Registrar's Circulars the officer may be paid, at the discretion of the Vice Chancellor, the difference between the fixed rate and the allowance paid by the Aid Agency or sponsor.

43. Entertainment allowance

The Council may authorize a modest budget for received entertainment which will be spent at discretion of Vice Chancellor or any authorized Senior Officer of the University to afford them ability to offer hospitality for establishing social contacts for the development and welfare of the University.

PART IV
LEAVE

44. Ordinary Leave and Travel Assistance

(1) **Leave other than Study Leave, Sick Leave and Special Leave, will be taken at time as far as possible convenient to both the University and the staff.**

(2) staff shall be entitled to leave with full pay on such as may from time to time, be applicable to staff in accordance with Tanzania Labour Laws and as follows;

- a) Staff on local leave terms shall be entitled to annual leave of 28 days.
- b) Leave may be taken in piecemeal but the full leave entitlement is required to be taken during the annual leave cycle. The annual leave cycle is a respective period of one year commencing from the date of officer's appointment or anniversary thereof.
- c) **Leave shall be respected as a right and when is not granted by the University following the request by the staff on ground of exigencies of service, then such staff can be allowed to accumulate such leave or be paid one month salary in lieu thereof.**
- d) **Under no circumstances should accumulation beyond the two year period be allowed and the permission to accumulate must be authorized in writing by the authorized officer of the University.**

- e) No staff shall be granted leave before completing eight (8) months service from the date of first appointment.
- f) staff who resigns after less than 12 months' services since his first appointment, will not be entitled to any leave
- g) Once in any one year of every two years period commencing from the date of first appointment, the staff will be granted for the purpose of traveling on leave, free transport for himself; spouse and up to four dependent children under 18 years of age free transport to and from:-
The point nearest to his home served by appropriate public transport service or any other named destination provided that cost of the travel warrant issued for such journeys does not exceed what it would have cost the University had he in fact proceeded to his home on warrant.
- h) Air transport will be permitted where air communication is the only practical means of transport.
- i) The grades of travel shall be as per Treasury

45. General provisions

- (1) The Vice-Chancellor may require a member of staff to return from leave before the end of leave entitlement. In such cases the balance of leave days not taken shall be added to the numbers of leave entitlement before termination of his appointment. When a member of staff serving on annual leave terms is recalled before the end of his annual leave, he may be allowed to carry forward the unspent portion of leave within the two year leave cycle only.
- (2) All leave period will be inclusive of Sundays, Public holidays and Traveling time; they will themselves be leave earning except in circumstance in which an employee is on leave earning retirement, resignation, termination of appointment, or is on leave without pay. Sick and convalescent leave with pay will be leave earning.
- (3) Where an employee who is eligible for leave will not be returning for further service owing to resignation, retirement, termination of appointment otherwise than by termination, he will be granted:-
 - (i) Proportionate leave as at the date of cessation of duty calculated at his annual leave earning rate in respect of completed months of this last leave earning cycle plus.
 - (ii) Proportionate leave for odd days, if any of his leave earning service in the last leave cycle, based on the proportion the number of odd days bears to the leave earning rate.
- (4) Employee engaged on teaching duties will normally be permitted to take either leave only during the University's vacations.

46. Sick Leave

(a) Subject to the provisions of Employment and Labour Relations Act, 2004, the Vice-Chancellor will approve the absence of staff from duty on account of illness and this absence will be regarded as sick leave. Absence from duty on account of illness must be supported by certificate from SUA Resident Medical Officer. Absence from duty without approval entails liability to forfeiture of salary in addition to any other disciplinary action.

(b) Convalescent Leave

Any employee shall be granted absence from duty on the recommendation of SUA Resident Medical Officer, for recuperative purposes, immediately following any sick leave. This absence from duty will be regarded as convalescent leave. Subject to the recommendation of the SUA Resident Medical Officer. Staff may be permitted to spend convalescent leave granted to him anywhere in Tanzania, at the expenses of the University. In all cases the SUA Resident Medical Officer must state to what place and area it is advised that the employee should spend such convalescent leave giving the reasons thereof. The Vice Chancellor may at his discretion authorize financial assistance to officers when convalescent leave has been recommended subject to reporting to Council.

47. Dental Leave

The Head of Department may approve the absence of any employee from duty to consult a Dentist. Application should be supported by the recommendation of SUA Resident Medical Officer.

48. Limitation of Sick and Convalescent Leave

(1) Subject to section 32 of the Employment and Labour Relation Act, 2004. All employees except those serving on temporary or daily terms shall be permitted sick convalescent leave not exceeding 63 days on full pay and another 63 days on half pay in any “sick period”. Where sickness persists in excess of these periods, consideration would be given to the termination of an employee’s service in accordance with these regulations.

(2) For a member of staff with less than one year’s service the period of sick leave with full pay will be restricted to one half of the total amount of his active service.

(3) A “Sick period” is three years from the date of first appointment, and a new “Sick period” commences thereafter. In case an employee’s sick leave extends from one “Sick period” to another, his fresh “sick period” will commence on his return to duty on completion of such leave.

(4) Temporary employees may be granted sick leave not exceeding one month on full pay and one month of half pay in any one year of service, from the date of engagement. Any leave granted in excess of these periods will be unpaid.

(5) The limitations in sub regulation (2) and (3) above may not be exceeded without the specific authority of the Committees.

49. Extension of Leave of Medical Grounds

(1) An employee who falls ill during his leave and is unable to resume duty on the expiry of such leave, will report to the Vice Chancellor and forward a certificate from his medical attendant stating the nature of illness and, if possible, its probable duration. The Vice Chancellor may then grant additional leave (which will be sick leave). Unless this order is observed, an employee will not be entitled to any extension of leave on grounds of ill health.

(2) No extension of leave on medical grounds will normally be granted to an employee who has proceeded on leave pending retirement; or termination of service.

50. Compassionate Leave

For compassionate reasons the Vice Chancellor may grant an employee leave of absence to attend to some urgent matters, and such leave should ordinarily be deducted from the employee's leave entitlement. Depending on the nature of the urgent matter the employee is compelled to attend, the Vice Chancellor may in his discretion direct that such leave granted for compassionate reasons be not deducted from the employees leave entitlement.

(1) Subject to the provisions of section 33 of Employment and Labour relations Act, 2004, a female staff in respect of whom a medical officer has given a certificate that she is expected to deliver a child will be entitled to:-

(a) Pre-natal maternity leave of forty two days which may be taken at any time

(i) **after the completion of the seventh month of pregnancy and before delivery; OR**

(ii) **before the completion of the seventh month of pregnancy if a medical officer recommends that such leave is necessary or desirable in the interest of the employee's health;**

(iii) **A female public servant shall within a period not exceeding 6 months offer maternity leave, be allowed to leave office two hours before the end of the office hours every day to breast-feed her child. This leave shall only be granted to a female public servant who has a breast-feeding child.**

(b) Post-natal maternity leave of forty two days commencing from the day of which such female employee delivers herself of a child, provided that:-

(i) **A female staff shall not be entitled to any maternity leave if she did, at any time within the three years immediately proceeding the date which the application for maternity leave is made and while in the continuous employment by the University, take any maternity leave;**

(ii) **An employee shall, in relation to any pregnancy, be deemed to have taken the whole of her maternity leave to which she is entitled if she does in relation to that pregnancy, take the whole leave or any part of the prenatal or post-natal maternity leave.**

(iii) **Where in any calendar year a female employee has taken maternity leave she shall forfeit:-**

- Her annual leave which she would have but for this paragraph been entitled to take in that calendar year; or**
- If she has already taken her annual leave in such calendar year, the annual leave which she would but for this paragraph be entitled to take in the next succeeding year.**

52. Paternity Leave

(4) During any leave cycle an employee shall be entitled to other leave including;

(a) A male public servant shall be entitled to at least five days paid paternity leave if:

- (i) The leave is taken within seven days of the birth of a child and**
- (ii) The male public servant is the father of the child**

53. Special Leave of Absence

(1) Sporting Events

Employees of any category selected to represent their regions as competitors or recognized team officials at national and International sporting events may, subject of the exigencies of the service, be granted leave necessary to participate in these events. Such leave will be on full pay and will not count against normal leave entitlement but it will however, carry no entitlement to transport privileges or allowance.

(2) Conference, Seminars and Other Activities

Employees selected to attend conference, seminars or other activities sponsored by recognized organization., may subject to the exigencies of the service, be granted special leave of absence to enable them to attend the conferences, seminars, etc. such leave will be on full pay and will not count against ordinary leave entitlement to transport privileges or allowance.

(3) Special Leave of Absence:

Leave of absence without loss of salary may be granted to employees for purposes of sitting for examinations recognized by Sokoine University of Agriculture

(4) Financial assistance

The Vice Chancellor may at his discretion authorize financial assistance to officers in connection with such leave, subject to reporting to the Council.

(5) Burial of a near relative

Staff who attends burial of a near relative may be granted fourteen days (14 days) leave. Such leave shall be on full pay and shall not count against ordinary leave entitlement; it shall however, carry no entitlement to transport privileges or allowance. For the purposes of this regulation, near relative means father, mother, spouse and child

54. Study Leave

- (1) Staff may be granted leave of absence to undertake a course of study either within or outside Tanzania.
- (2) The Council considers that in the interests of both the University and members of the Academic and Senior Administrative Staff, it is highly desirable that members should undertake study leave at intervals during their career.
- (3) The Council does not regard study leave as a right, a privilege, of a member of staff but considers it an obligation upon staff to formulate constructive schemes of study at suitable points in their carriers, and to make application for leave in accordance with these regulations.
- (4) Leave granted will be of such reasonable duration as would ordinarily enable the employee to complete the course in question, and will normally be granted in extension of a long vacation of intervals of about to six years.
- (5) The actual frequency and duration of such leave, may however, be varied at the discretion of the committee responsible for staff development or its delegate in individual cases.
- (6) Applications for study leave shall spell out in details the course of study proposed the duration of leave requested, and the financial assistance sought. Applications shall be sent to the committees through the head of department concerned and shall be adjudicated by the Committee or its delegate in consultation with the **Deputy Vice Chancellor(Academic) or Deputy Vice Chancellor (Administration and Finance) (in the case of Administrative Staff)**, the Dean of the Faculty and the Head of the Department concerned on grounds of value of the proposed work to the individuals and the University, staffing situation of the Department, and the financial implications.
- (7) The Council envisages, however, that when application is satisfactory in academic grounds, it will be normal for leave to be granted and only in exceptional circumstances will an application be rejected for staffing or financial reasons. The decision of the Committee on such applications shall be final.
- (8) Member of staff who has been granted study leave shall be required in case such leave granted was one year to serve University for period of three years or five year if his /her study leave was more than one year from the date of the end of such study leave.
- (9) **The staff shall sign an Agreement Bonding form prior commencement of study leave.**

55. Sabbatical Leave

56. Leave without Pay

- 1) It is the SUA policy not to grant leave without pay to its staff. However, the Vice Chancellor may grant leave without pay to staff provided that he is satisfied that it is in the university interest to do so. Such approval shall be obtained before a staff goes on leave without pay.**
- 2) Leave without pay may be granted to a staff who stands for political elections or who attends a higher education, or training which is not in the training programme of the SUA or accompanying a spouse outside the country. Where the staff is on pensionable terms the condition under section 18 (b)(i) of the Public Service Retirement Benefits Act, Cap 371 shall apply**
- 3) At the end of leave without pay, staff will be required to report back to work, failure to do so shall be considered as termination or abscondment on part of staff and the SUA shall take legal/disciplinary actions against the staff for breach of study leave conditions or abscondment as the case maybe.**
- 4) The procedures and conditions for granting of the leave without pay for administrative staff shall be as provided by Council/government directives or circulars from time to time.**

PART V

TRANSPORT AND TRAVELING

57. Entitlement to transport

- (1) Any employee may be granted free transport of any recognized public transport and may claim refund off incidental expenses in accordance with such privileges as set out in relevant circulars/directives when traveling locally:-
 - (a) On first appointment
 - (b) On leave once in every two years cycle
 - (c) On termination of appointment
 - (d) On duty/transfer
 - (e) To obtain necessary medical/dental treatment
 - (f) To attend seminars, in-service training, etc.
 - (g) On death the employee, transport of the body to the place of burial at the station at which the death occurred.
 - (h) **“Home” shall mean of the nearest place that can be reached by scheduled transport service to the place defined as Domicile in the member’s letter of appointment.**
- (2) Air Transport will be permitted where air communication is the only practical means of transport.
- (3) If a member on probation or first appointment voluntarily terminates his appointment within six months after arrival at the University, the Council shall be entitled to require from him the return of one half of the cost of passages and expenses paid by the University in respect to himself and his family.

58. Transport for families: (a) An employee may be granted free transport for self, wife and all children under the age of 18 years if they accompany, proceeds or follow him or her on:-
 e) First appointment
 f) Termination of appointment
 g) Transfer

(b) Local transport privileges in respect of the wife and children of an employee may also be granted in connection with:-
 (i) convalescent leave; medical and dental treatment
 (ii) leave
 (iii) death of employee
 (iv) departure of the employee on training for more than 3 years
 (v) in case of an employee's serious illness requiring treatment elsewhere other than his station.

(c) The class of accommodation for families will be the same as that to which the employee himself is entitled, but no expenses will be met by the University in respect of any additional luggage.

59. Transport of Personal effects:- Particulars of the authorized amount of personal effect which may be carried free at the University's expenses are given in relevant **Table in Appendix A**. However, the amount in luggage specified in the appendix are additional to the amount allowed free by railways and motor services on passenger tickets.

60. Transport on Leave An employee may be granted once in each period of two years, a return travel ticket by rail or recognized public motor transport, or steamer service for himself, wife and up to four dependent children travel from his home in Tanzania. The Vice Chancellor may grant free transport by air instead of free surface transport on leave for an employee and his family, where air communication is the only practical means of transport.

61. Transport on Duty An employee may be granted free surface transport when traveling on duty. However, when economy can be affected by use of air travel or where saving of time is important, an employee may be directed by the Deputy Vice Chancellor (Administration and Finance) to travel on duty by air.

62. Forfeiture of passage rights

- (1) If a member terminates his appointment before the expiration of two years or if he fails to comply with the requirements of giving due notice of his resignation, or if his appointment is terminated by Council as removal for good cause, he shall be held to have forfeited his passage rights and the Council, having regard to all the circumstances, shall determine what proportion passages, if any, it will pay on his behalf;
- (2) The passages must be taken up within six months of the date of termination of appointment;
- (3) If a member on first appointment or renewal of contract, voluntarily terminates his appointment within six months after arrival at the University, the Council shall be entitled to require from him the return of one half of the cost of passages and expenses of himself and family.
- (4) A passage entitlement in respect of the return journey from the University to his home shall normally be paid only if a member of staff has completed two academic years since he last received a passage to his home.
- (5) The University will pay only the difference between the entitlement shown above and a lesser amount received from any other service by any members of staff on appointment termination.
- (6) **Baggage Allowance:** Shall be 50 kilos unaccompanied by air or 80 cubic feet by sea. The University will supply transport to convey effects to or from the last railway station or harbor in Tanzania. Package of personal effects is not covered by this allowance.
- (7) The maximum University liability of up to five adult passages is assessed as follows:
 - Member of staff - one passage
 - Member of staff plus spouse- two passage each
 - Children under 12 years of age - one passage each

PART VI
RULES OF CONDUCT AND DISCIPLINE

- (1) All staff shall abide by these Staff Regulations and shall in addition abide by specific instructions issued to them by the Council or Vice Chancellor either directly or through Deputy Vice Chancellors.**
- (2) All staff shall conduct themselves in a manner designed to safeguard the interest, good name and well being of the University, any staff failing to conduct him in such manner through wilful acts, omission or negligence shall be guilty of misconduct subject to disciplinary action.**
- (3) Individual staff shall be responsible for safeguarding information in respect of the affairs of the University which he may acquire in the course of his duties, of which its disclosure is likely to be prejudicial to the interests of the organization. Improper disclosure of such information by unauthorized staff shall constitute a gross misconduct.**
- (4) Disciplinary authority over all staff shall be the Council but for practical implementation may delegate some of such authority to the management and committee in the following categories:**
 - a) Staff appointed by the University Council, the disciplinary authority shall be the Council.**
 - b) The Committee is delegated power by the Council to act on its behalf as disciplinary authority in respect to all staff appointed by the Appointments and Human Resources Management Committees (Academic and Administrative).**
 - c) The Vice Chancellor shall be a disciplinary authority in respect of all staff whose appointing authority is the Vice Chancellor.**

64. Interdiction and Suspension

- (1) If in any case the Vice chancellor or anyone acting on his behalf considers that it will be in the interest of the organization that staff should cease to perform his duties while a breach of these Regulations on the part of the staff is being investigated, may interdict the staff and inform him in writing of the reasons for such interdiction/suspension.
- (2) In cases where there are serious allegations of misconduct or incapacity, Management may suspend staff on full pay whilst the allegations are being investigated and pending further action.
- (3) Interdiction/suspension should immediately or within thirty days be followed by the institution of a charge against the staff.

(4) An interdicted staff shall be on full pay of the basic salary.

- (5) Staff who is interdicted/suspended may not leave the duty station without prior written permission of the Deputy Vice Chancellor (Administration and Finance), or officer acting on his/her behalf.

- 1) Disciplinary proceedings under these Regulations may be either formal or summary**
- 2) Formal proceedings shall be instituted where, in the opinion of the disciplinary authority, the disciplinary offence which a staff is alleged to have committed is of such gravity of the offence which may warrant his termination, reduction in rank or reduction in salary or both.**
- 3) If Head of Department is dissatisfied with the work/conduct of an employee on permanent or contract terms, he shall prepare a report stating the grounds on which he recommends disciplinary action against the staff and shall submit it to the staff Disciplinary Committee established under rule 34(4) of SUA Rules, 2007 through the Dean/Director/the Deputy Vice Chancellor (Administration and Finance) or the Deputy Vice Chancellor (Academic) (in case of an Academic Staff).**
- 4) The Disciplinary Committee shall investigate the allegations in accordance with principle of natural justice that is, the right of accused staff to know the nature of the disciplinary offence or misconduct he stand accused of; and the right to be granted a fair opportunity for self defense and call a witness;**
- 5) If the charge is established against the staff or any other finding shall be recommended to the appropriate Disciplinary Authority who shall impose punishment in accordance with Charter and these regulations.**
- 6) Appeal to decision of a disciplinary nature or termination of employment of staff shall be submitted to the Staff Disciplinary Appeal Committee established under rule 35 (1) of SUA Rules, 2007. Provided that this right of appeal to the Staff Disciplinary Appeal Committee shall have no prejudice to the provisions of any other applicable written law in respect of disciplinary matters**
- 7) Whenever staff is charged of an offence which calls for a penalty other than a reprimand, the appropriate disciplinary authority shall cause investigation to be made on the alleged offence and shall call for a full report on the investigation in writing**
- 8) Where staff chooses to submit further defence in writing to the disciplinary authority than appearing before it and make oral defence over and above his written reply to the disciplinary charge that has been**

67. Summary Proceedings

- 1) Summary proceedings shall be instituted where the alleged offence is not of such gravity as to warrant a termination, reduction in rank or/and reduction in salary.**
- 2) Summary proceedings shall be instituted by a letter addressed to the staff setting out the allegations against the staff and informing the staff of the penalty intended to be imposed and requiring the staff to show cause in writing within a specified period why the penalty should not be imposed.**
- 3) On receipt of the response of the staff or if there is no response within the specified period of time, the Disciplinary Authority may impose the penalty of a fine or stoppage of increment in payment depending on the gravity of the disciplinary breach**

(1)Where a staff is alleged to have committed a disciplinary offence which also constitutes a criminal offence under any written law and proceedings for the criminal offence which also constitutes a criminal offence under any written law, and proceedings for the criminal offence (hereinafter referred to as “criminal proceedings”) are instituted against him in a court of law:

- a) The appropriate disciplinary authority may suspend the staff from his duties on full salary pending finalization of the case;**
- b) The disciplinary authority shall, upon the suspended staff’s acquittal, reinstate the staff or take any other actions as deemed appropriate in accordance with written law.**

(2)Where staff has been convicted of a criminal offence, he shall be deemed to have been guilty under these regulations and for purposes of these Regulations criminal proceedings shall be deemed to have been concluded:

- (a) where there has been no appeal against conviction or acquittal and upon the expiry of the time allowed for such appeal by or under any written law**
- (b) Where there has been an appeal or further appeal against any conviction or acquittal and the appellate tribunal has given its decision.**
- (c) Nothing in these Regulations and no imposition of a disciplinary penalty for a breach of these Regulations shall exempt any staff from criminal prosecution.**

(3)In every disciplinary proceeding under these Regulations the accused staff shall be entitled to be informed of findings and reasons for the decision in writing.

(4)Staff who is aggrieved by the decision of the disciplinary authority in formal disciplinary proceedings may appeal to the appellate authority in writing copied to the disciplinary authority.

(5) The appeal shall be made within thirty (30) days of the decision of the disciplinary authority provided that where statutory period fixed by labour laws is at variance with the period set in this Regulation such statutory period shall prevail.

(1) Offences which constitute serious/gross misconduct and leading to termination of staff

- a) absence from duty without leave or reasonable cause for a period exceeding five (5) days and no reply to a charge of absence from duty without leave is received from him within (5) days of the dispatch.
- b) Impairment of staff efficiency in performance of work by becoming intoxicated during working hours.
Where staff omits to obey any proper command or instruction of any staff placed in authority over him (which shall include all written orders under these Regulations)
- c) Where staff commits any unjustifiable assault or is involved in brawls at the place in the course of work or uses abusive or insulting language or is guilty of insulting behaviour to any client.
- d) Where staff commits an unjustifiable assault, at his place of work or outside his place of work on members of the management, his work-mates visitors or clients, shall be guilty of gross misconduct.
- e) Where staff misuses or misappropriates funds, resources or wilfully damages, misuses or misappropriates buildings, machinery, vehicle, raw materials, other property or tools or any object used in connection with his work or any other property of University.
- f) Where staff neglects or fails to carry out his duties so as to endanger himself or others or property or neglects or fails to comply with any instructions relating to safety or welfare.
- g) Where staff commits any serious or repeated act of insubordination at the employer's premises or during working hours against the employer, or members of the management.
- h) Where staff is unable to perform his work efficiently by reason of improper use of drugs.
- i) Where staff is convicted by any court of any unlawful act at the place of or in the course of work, unless such staff successfully appeals against such conviction.

- j) Where staff smokes in a place which the employer has forbidden for reasons of safety, shall be guilty of gross misconduct.
- k) Where staff is convicted by a court of an offence involving fraud or dishonesty, or from which he was sentenced to imprisonment, unless such staff successfully appeals against such conviction.
- l) Where staff without due authority discloses or conveys any information or any technical, trade or confidential matter to the prejudice of his employer, shall be guilty of gross misconduct.
- m) Where staff is involved in any act or omission involving or resulting into immoral turpitude such as theft or corruption.
- n) Where staff being employed in the service of the university commits any act which is against Public or university's interest.
- o) Where staff is discovered to have given false information to enable him secure employment or promotion in the organization.
- p) staff shall be responsible for safeguarding information in respect of affairs of the Council which he may acquire in the course of his duties of which its disclosure is likely to be prejudicial to the interests of the university . Improper disclosure of such information by unauthorized staff shall render him guilty of gross misconduct.
- q) Where staff is idle or negligent in the performance of his duty.
- r) Where staff drinks intoxicating liquor while on duty shall be guilty of gross misconduct.
- s) Where staff makes a statement affecting the character of another member of the organization or of any other person which he knows to be false or does not believe to be true, or wilfully expresses any material facts, or makes, or participates in making, any anonymous complaint.
- t) Where any staff contravenes, refuses or fails to comply with any provision of Charter, University staff code of ethics and good conduct, Regulations, Standing Orders, or other Circulars/ Orders of University.

Misconduct

(2) Offences which constitute misconduct and leading to oral and written warning, reprimand, severe reprimand, fine with termination effected on the third breach committed:-

- a) staff failure to complete his pertinent task;

- b) where staff neglects his duties so as to endanger the safety of persons or property;**
- c) where staff is habitually absent from his work place during working hours without his employer's permission;**
- d) where staff is habitually absent from his work place without reasonable cause;**
- e) where staff is habitually reporting late for work;**
- f) where staff fails to comply with the management or senior member of staff instructions relating to work including, without prejudice to the generality of the foregoing, those designed to increase efficiency or output;**
- g) where staff without reasonable cause, fails to attend or arrives late at a required point of duty or leaves before he is permitted or properly relieved**
- h) Where staff appears on duty untidy or dirty in his person, arms, clothing or equipment.**

70. Punishment

(1) Staff who commits disciplinary offences under regulation 26 (1) of these Regulations his/her employment shall be terminated , provided that the Disciplinary Authority may opt to give lesser punishment after consideration of mitigation, facts and evidence adduced in the disciplinary proceedings.

(2) Staff who commits disciplinary offences set out in regulation 26(2) shall be guilty of misconduct and shall be served with written warning, reprimand, severe reprimand, fine with termination effected on the third breach committed. Provided that where it so requires, provisions of the Employment and Labour Relations Act, 2004 shall apply.

71. Other Punishments

Where Disciplinary Authority imposes a disciplinary penalty other than termination on an staff for a breach of the disciplinary offences, it may:

- (a) impose a fine not exceeding one third of a month's pay;**
- (b) order reduction in grade of a staff; or**
- (c) impose reprimand or severe reprimand**

(1) Written warnings and reprimands shall be kept on staff personal file and shall be operative for six months.

(2) No previous breach shall be taken into account if the staff has not committed a breach of the same offence within a period of six months immediately preceding the breach under consideration

72. Limitation of Time for misconduct

PART VI

Miscellaneous

73. Provision Dental and Medical Transport

The prescribed standard of medical aid and minor dental treatment will be provided as per University Health Policy.

74. Treatment by Private Medical or Dental Practitioners

Employees who prefer to be treated by private practitioner when Sokoine University of Agriculture or Government medical facilities appropriate to their grade are available, will not be given any assistance by University unless referred to by University Medical Officer.

75. Cost of Treatment

The cost of treatment shall be guided by the SUA Health Policy and its guidelines.

76. Advances of Salary

(1) The Deputy Vice Chancellor (Administration and Finance) is authorized to advance to an employee in the following cases;

- a) When proceeding outside Tanzania on duty for a period of not less than three months a reasonable sum but not exceeding one month gross salary, provided that no such advance may be paid earlier than fourteen days before the date of the employee's departure from the country.
- b) on first appointment a reasonable sum not exceeding one month gross salary. As similar advance may be paid to an employee on his return from duty outside Tanzania provided that such a duty has been for a period of not less than three months.
- c) To meet fees for evening classes, correspondence course or Examinations Provided that:-
 - (i) the course/examination is of direct relevance to the employee duties, or is likely to assist him to qualify for advancement in the service.
 - (ii) The employee is properly qualified to embark on the course or to enter the examination and is likely to complete the course with diligence or has a reasonable prospect of passing the examination.
 - (iii) Full recovery of the advance over the period allowed will be possible without the employee being seriously financial embarrassed or contrary to the law.

(2) Limited to salary advances Salary advances shall be limited to the maximum of twice in a year.

(3) Advance of salary granted according to regulation (1) (a) and (b) will be recovered in six equal installments commencing with the month following that in which the employee return to Tanzania. Advances of salary granted according to regulations (1) (c) will be recovered in nine equal monthly installments provided that the Deputy Vice Chancellor (Administration and Finance) may authorize recovery to be made in more than nine monthly installments but not exceeding twelve months.

77. Loans

Loan to the staff may be facilitated as per Management discretion and Guarantee Agreements made between University and Financial institutions.

78. Payment of Overtime

- 1) Although the remuneration of all University employees is fixed on the assumption that their whole time is at the disposal of the University, payment of overtime would, nevertheless, be justified by exceptional circumstances which cannot be met in any other way.
- 2) Staff shall be paid overtime and extra duties allowances in accordance with laws, Standing Orders and Council Directives/resolutions current in force.

79. Uniform

80. Terms of Service, for Employees Paid at Daily Rates of Wages

The employee of the University who by the nature of their duties be compelled to wear uniforms or some protective garments will be issued with free uniforms

- (a) Working Hours:
 - (a) Wages for the following categories will be fixed according to Government scales
 - (b) Rates of Overtime pay and computation; the practice is that all overtime is paid at the standard hourly rate. Where the employee is paid at daily rates, the standard rate of overtime pay will be obtained by dividing the daily rate by the number of hours normally worked per full working day.
 - (i) Week days - By a half
 - (ii) Sundays and Public Holidays - Double
 - (b) Termination of Appointment

Employee on daily rates of pay should be informed on engagement that their services may be terminated at the end of any working day without notice; that they may similarly leave their employment at the end of any day without notice and that they shall thereupon be granted any leave or other privileges for which they may be eligible under this section.

81. Provision of housing

(1) **Provision of housing accommodation shall be provided in accordance with Government Directive/ Treasury Registrar Circulars and Council directives or University Housing Policy.**

(2) **Allocation of University Quarters is determined by the Deputy Vice Chancellor (Administration and Finance) on the advice of the Housing Allocation Committee.**

82(a) Serious illness and death

When a SUA staff is considered to be dangerously ill, the Medical Officer in whose care he is, shall immediately notify the particulars to staffs' relatives if they are not near him and Chief Executive Officer. Similar notifications shall be sent regularly, even daily if necessary, until the patient is considered to be out of danger. Information shall also be furnished by the medical Officer as to whether the patient's wife or husband (spouse) is with him/her.

82(b) Death Notification

The death of a SUA staff shall be reported to the Vice Chancellor in the first instance of communication.

82(c)(i) Funeral Cost

(i) SUA staff all permanent, Pensionable and Contractual shall be entitled to the following costs of the burial of every staff to be borne by the University funds:-

- a) Coffin
- b) Grave
- c) Shored
- d) Wreath and decorations and
- e) Transport costs of the deceased staff from the point of death to the home place of the deceased or any other place as decided by the deceased himself prior to the occurrence of death or relatives or his official representative(s).

(ii) The funeral costs specified under paragraph (i) shall apply to the staff's near relatives as stipulated at regulation 53(4)

APPENDICES
PART A
LETTERS OF APPOINTMENTS OF STAFF
(Regulation 18)

SOKOINE UNIVERSITY OF AGRICULTURE

**OFFICE OF THE DEPUTY VICE CHANCELLOR
(ADMINISTRATION AND FINANCE)**
P.O. BOX 3000, CHUO KIKUU, MOROGORO, TANZANIA
TELEPHONE: +255 023 260 3511-4, Direct +255 023 260 4653,
FAX: +255 023 260 4573.
E-mail: dvcadminfin@suanet.ac.tz

Ref. No. :.....

Date:

Dear

**RE: APPOINTMENT AS AN ACADEMIC MEMBER OF STAFF OF SOKOINE
UNIVERSITY OF AGRICULTURE**

Please refer to your application for a job as dated

On behalf of the Council of Sokoine University of Agriculture, I am pleased to offer you the post of a at this University.

The following is a brief summary of the Terms and Conditions of Service attached to your post, details of which are contained in Staff Regulations and circulars/ directives which are available at the office of Chief Administrative Officer (CAO) for reference.

1. **TENURE:** Your appointment is on permanent terms but you will be on probation for twelve months.
2. **SALARY SCALE:** Your salary will be on salary scale **PUTS**, i.e. Tshs...../ = x...../ =/ =
3. **ENTRY POINT:** Your entry point in your case being **PUTS** i.e. **TShs.** per month with effect from the day you report for duty.
4. **TRAVEL ASSISTANCE:** May be provided to you and your spouse and dependants under 18 years during your employment in accordance with Government Standing Orders, SUA Staff Regulations and Council directives.
5. **HOUSING:** Will be provided to you if and when available at rents depending on house category equivalent to 10% for category A, 8% for category B and 6% for category C of your basic salary per month.
6. **MEDICAL BENEFITS:** Medical attention for the members of staff and their families will largely be provided in accordance with University Health Policy.

7. **PENSION:** Under the laws of pension currently in force, you are required to be a member of one of the Pension Funds established under laws of the country for Public institutions like SUA, with an exception to employees who were members of other fund and like to remain in their former Pension Funds. Please Fill in the space below a Pension Fund that you will like to be a member

.....

8. **BOND:** In case of any study program that you will attend for furthering your education while working with SUA, you will be required to sign a bond for officers attending courses. In the event of you voluntarily terminating your appointment before the expiry of your bond steps will be taken to get you to refund your training expenses incurred and, salaries paid to you while on study leave minus the proportionate period of service so rendered to the University after completion of study.

9. **PLACE FO DOMICILE:** You will be eligible for travelling allowance during annual leave to your place of Domicile or place of birth according to Government Standing Orders and other Government directives._

10. **DUTIES:** As an in the Department of you will be responsible to the Head, Department of for the performance of the day to day duties.

11. **RESIGNATION:** Is by three months notice or to surrender a month's Gross salary in lieu of short notice.

12. **MEDICAL CERTIFICATE:** This offer is subject to receipt by the Sokoine University of Agriculture Authorities, a satisfactory Medical Report, including a chest X-ray report from a recognized medical practitioner.

13. **ACCEPTANCE:** If you accept this offer, will you please sign and return to the Deputy Vice Chancellor (A & F) the duplicate copy of this letter within two weeks from the date of this letter.

14. **LASTLY:** Should you accept this offer, I would like on behalf of the Council of the Sokoine University of Agriculture, to welcome you to our growing Academic Community and trust that you will find the work both challenging and satisfying.

Yours sincerely,

**DEPUTY VICE - CHANCELLOR
(ADMINISTRATION AND FINANCE)**

c.c. Vice Chancellor
Deputy Vice Chancellor (Academic)
Bursar
Principal Administrative Officer (Finance)
CPF

To note on file

1. Iaccept the appointment
being offered to me on the terms of service specified above .
2. According to section 9 of this letter my home/permanent address
is.....
3. I shall take up my appointment on
.....

Signature:..... **Date:**.....

PART B
Regulation 18

SOKOINE UNIVERSITY OF AGRICULTURE

**OFFICE OF THE DEPUTY VICE CHANCELLOR
(ADMINISTRATION AND FINANCE)**

P.O. BOX 3000, CHUO KIKUU, MOROGORO, TANZANIA

TELEPHONE: +255 023 260 3511-4, Direct +255 023 260 4653,

FAX: +255 023 260 4573.

E-mail: dvcadminfin@suanet.ac.tz

Kumb. Na. :

Tarehe:

Ndugu:

KUAJIRIWA KAZI CHUO KIKUU CHA SOKOINE CHA KILIMO

Tafadhali rejea barua yako ya maombi ya kazi ya ya tarehe

Ninayo furaha kukufahamisha kwamba kufuatia usaili uliofanyika tarehe maombi yako yamekubaliwa. Kwa niaba ya BARAZA la SUA nafurahi kukuajiri katika nafasi ya “.....” hapa Chuo Kikuu cha Sokoine cha Kilimo.

Ufuatao ni muhtasari wa masharti ya Ajira yako:-

1. MAJARIBIO

Utakuwa katika kipindi cha majaribio/matazamio kwa muda wa mwaka mmoja chini ya Kanuni za Utumishi wa Kudumu. Katika kipindi hicho kila upande unaweza kuamua kukatisha mkataba huu endapo kutakuwa na sababu ya kufanya hivyo.

2. MSHAHARA

Mshahara wako utakuwa katika ngazi ya kwa kiasi cha **TShs.** x/=/ kwa mwezi.

3. KIANZIA MSHAHARA

Mshahara wako wa kuanzia utakuwa **TShs.**/ kwa mwezi.

4. NAULI

Nauli inaweza kutolewa kwa ajili yako, ya mume/mke na watoto wanaokutegemea walio chini ya umri wa miaka 18 wakati wa ajira yako na ama kuachishwa kazi kwa mujibu wa kanuni za kudumu za Utumishi za Serikali, Kanuni za Chuo na maelekezo ya Baraza la Chuo.

5. NYUMBA

Utapewa nyumba ya kuishi endapo itakuwepo, na kuzingatia taratibu za Chuo na utakatwa kodi ya nyumba kwenye mshahara wako kwa kiwango kilichowekwa ambacho hutegemea daraja la nyumba ambapo 10% kwa daraja A. 8% kwa daraja B na 6% kwa daraja C.

6. MATIBABU

Matibabu kwako na kwa familia yako yatatolewa na Chuo Kwa kuzingatia sera ya Afya ya Chuo.

7. MPANGO WA PENSHENI

Kwa mujibu wa sheria ya Hifadhi ya Jamii inayotumika sasa, unapaswa kuwa mwanachama wa Mfuko wowote wa Hifadhi ya jamii ambao unatambulika kisheria kwa Taasisi za Umma kama SUA isipokuwa kwa wale ambao walikuwa ni wanachama wataendelea na mifuko yao ya awali. Tafadhal jaza nafasi iliyaoachwa wazi hapo chini ya mfuko wa Hifadhi unaouhitaji

8. KAZI

Utapangiwa kazi na Mkuu wako wa kazi mara utakaporipoti rasmi SUA kuanza kazi na kupewa mwongozo wa kazi zako.

9. NYUMBANI

Kwa minajili ya usafiri wakati wa likizo utapelekwa nyumbani/mahali ulipozaliwa kwa mujibu wa Kanuni za kudumu za utumishi wa umma na miongozo ya Serikali.

10. KUKATISHA MKATABA:

Mwajiri au mwajiriwa anaweza kukatisha mkataba wa ajira kwa kutoa taarifa ya miezi mitatu au kulipa mshahara ghafi (gross salary) wa mwezi mmoja badala ya taarifa fupi.

11. MKATABA WA LIKIZO YA MASOMO

Utatakiwa kusaini mkababa huo kabla ya kuondoka kwenda masomoni na utatakiwa kurejea kazini mara umalizapo likizo masomo na kutekeleza masharti yaliyomo kwenye mkataba huo.

12. KUPIMWA AFYA

Ajira hii itakamilika baada ya uongozi wa chuo kupokea taarifa nzuri ya kupimwa afya yako pamoja na picha ya kifua ya X-ray (Chest X-ray) kutoka kwa Mganga anayetambuliwa.

13. KUKUBALI

Kama unaikubali ajira hii, unatakiwa kusaini na kurejesha kwa Naibu Makamu wa Mkuu wa Chuo (Utawala na Fedha) nakala mbili za barua hii ndani ya majuma mawili kuanzia tarehe ya barua hii.

14. MWISHO

Ukikubali ajira hii, ningependa kwa niaba ya BARAZA la Chuo Kikuu cha Sokoine cha Kilimo kukukaribisha katika jumuiya ya SUA ambapo unahakikishiwa ushirikiano katika kazi yako.

Wasalaam,

**NAIBU MAKAMU WA MKUU WA CHUO
(UTAWALA NA FEDHA)**

Nakala:

Makamu wa Mkuu wa Chuo
Naibu Makamu wa Mkuu wa Chuo (Taaluma)

}

Ndani ya jalada

- 1 Mimi.....nathibitisha kukubaliana
na masharti ya ajira yaliyoelezwa katika barua hii.
- 2 Kwa minajili ya aya ya 9 ya barua hii nyumbani kwangu ni.....
- 3 Nitaanza kazi rasmi tarehe.....
Sahihi..... tarehe

**PART C
CHARGE
(Regulation 63 (12))**

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 62 (1) of the SUA Staff Regulations,)

PARTICULARS OF OFFENCE

Prof/Dr./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

PART D

NOTICE

An example of Notice

(Regulation 63 (12))

Prof/Dr/Mr/Mrs/Miss of P. O Box (insert address/name of two). Take notice that I instead to institute disciplinary proceedings against you. a copy of the charge is enclosed here with.

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

Take further notice that if your representations do not read hem within the time specified above and having regard to the provisions of Regulation of the SUA Staff Regulations 2014 I will proceed with the disciplinary proceedings without and further notice to you.

Date
.....
Signature of the disciplinary authority

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

Date Signature of the accused member of staff
.....

PART E
Regulation 44 (2) (a)

APPLICATION FOR ANNUAL LEAVE (FORMS)
CHUO KIKUU CHA SOKOINE CHA KILIMO
(MAOMBI YA LIKIZO) KWA WAFANYAKAZI WAENDESHAJI
(Tafadhalii jaza fomu nne)

Kumb. Na. **PF**/ **Tarehe.....**

Kwa:
Chuo Kikuu cha Sokoine cha Kilimo
MOROGORO.

k.k.
Chuo Kikuu cha Sokoine cha Kilimo,
MOROGORO.

1. Naomba kuchukua likizo ya siku kuanzia tarehe mpaka tarehe
2. Mshahara wangu ni sh. katika ngazi
3. Likizo yangu ya mwisho nilichukuwa toka tarehe
Mpaka tarehe
4. Nauli nilipata mwaka
.....
5. Nina haki ya nauli kwa mwaka huu
.....
6. Mume/Mke na watoto wangu nitasafiri pamoja nao.

JINA LA MTOTO	TAREHE YA KUZALIWA

7. Anuani yangu wakati wa likizo itakuwa
.....
8. Maelezo:
.....
9. Tarehe: JINA:
(HERUFI KUBWA)

Cheo: SAHIHI:
Idara ya

***Angalia:** Kwa kawaida nauli hutolewa mara moja katika kila miaka miwili, mtu anapochukua siku zake zote za likizo isiyo pungua siku saba.

MATUMIZI YA OFISI

Tarehe za likizo ya mwisho/kuajiriwa mara ya kwanza

Imehakikishwa:

.....
Haki ya likizo kwa

mwaka.....

Zilizoidhinishwa:.....

Nauli kwa

mwaka.....

Kibali cha likizo kirudishwe kwa Mkuu wa Kitivo

Tarehe.....

.....
K.n.y: NAIBU MAKAMU MKUU WA CHUO

(UTAWALA NA FEDHA)

Regulation 44 (2) (b)
PART E

APPLICATION FOR ANNUAL LEAVE (FORMS)
CHUO KIKUU CHA SOKOINE CHA KILIMO
(MAOMBI YA LIKIZO) KWA WAFANYAKAZI WANATAALUMA

SOKOINE UNIVERSITY OF AGRICULTURE

Application for Leave for Academic Staff
(To be filled in Triplicate)

A. PERSONAL PARTICULARS

1. Name:
2. Designation:
3. Department:
4. Date of First Appointment:

B. LEAVE PARTICULARS

5. Proposed date of departure on leave:
6. Gross number of leave days accumulated up to end of last academic year (i.e)
7. Number of leave days for this academic year:
8. Details of leave taken piecemeal subsequent to your last annual leave
.....
.....
.....
.....

TOTAL NUMBER OF DAYS

9. Net number of leave days now due (i.e the total of 6 and 7 less the total under item 8)
.....
10. I wish to take days out of the days as stated in 9.
11. My leave will be due to expire on
(date)

12. I am eligible/not eligible for leave travel assistance under section 47(f) of the Terms of Service

13. I request that my salary at the end of (month) when I am away
ge paid to me at Bank

14. Contact address while on leave

Date Signature of Applicant

C. FOR DEPARTMENTAL USE

D.

15. The applicant is recommended/not recommended on the ground that

..... DATE

..... HEAD OF DEPARTMENT

E. ENDORSEMENT BY THE DEAN

16. The application is:

- + approved
- + approved subject to the following comments
- + not approved on the following grounds

..... DATE

..... SIGNATURE OF DEAN

F. ENDORSEMENT BY THE DEPUTY VICE CHANCELLOR

The application +

- + approved
- + approved subject to the following comments
- + not approved on the following grounds

..... DATE

..... DEPUTY VICE CHANCELLOR

+ Delete whichever does not apply

**PART F
OTHER FORMS**

**SOKOINE UNIVERSITY OF AGRICULTURE
MOROGORO**

**REQUEST FOR LEAVE OF ABSENCE
Regulation 44 (1) Special Leave**

(To be completed in duplicate for private and triplicate for official)

Ref. No. Date:

I, Request to be absent from Morogoro to

on/from To

a) Official:

.....

.....

b) Private:

.....

.....

.....
Signature of applicant

.....
Designation

NB: Charges will be raised for transport if provided for private journey

.....

.....

.....

.....
Department

.....
**DEPUTY VICE CHANCELLOR
(ADMINISTRATION & FINANCE)**

PART G (a)
SOKOINE UNIVERSITY OF AGRICULTURE
MOROGORO

AGREEMENT FOR OFFICERS ATTENDING COURSES
(Administrative staff)

This **AGREEMENT** made this day of between Sokoine University of Agriculture (here-in after called SUA)
on the one part and (hereinafter called the Officer) member of SUA at the Department of the other part:

WHEREAS the officer has been selected to attend a course of study (hereinafter called the course)at (hereinafter called the Institution) for the purpose of acquiring the qualifications of Wholly/Partly at the expenses of University
AND WHEREAS the University has agreed to grant the staff study leave with full pay so as to enable staff to attend such course.

NOW THEREFORE it is agreed by and between the parties here to as follows:-

1. The provisions of any regulations decided by SUA from time to time or of any provisions which may replace the same pertaining to in-service course and bursaries shall fall part of and shall be read constructed with this agreement.
2. In consideration of the payment by or on behalf of SUA whole of the expenses of the course and/or payment of full salary **and other benefits while the officer attending the course** the officer hereby undertakes:-
 - (i) To complete the course in accordance with the directions contained in the Rules for Officers attending courses set out in the Schedule to this Agreement and in accordance with such other directions as my be given to him by SUA.
 - (ii) Immediately after the conclusion of the course or at such other time as SUA may direct to return from the Institution to such place and by such method as SUA may direct.
 - (iii) On his return to resume employment in the service of SUA in a capacity appropriate to his qualifications as deemed by SUA or 3

years if the studies leave was of a year to 2 years and 5 years for a training of 3 to 5 years from the date of such resumption.

3. If the Officer contravenes or fails to comply with the conditions of clause 2(i) here of shall be severally liable to repay to SUA (other than the conditions as to continuance in the service of SUA all expenditure incurred by or on behalf of Sokoine University of Agriculture (amount to be paid in connection with his course, including (but not limited to) any sums paid to him/her or on behalf by way of salary, allowance, fees or expenses or for the cost of his/her transport to and/from the Institution.
4. If the Officer resigns from the service of SUA before completion of the course he/she shall be liable to repay to Sokoine University of Agriculture, all expenditure incurred by or on behalf of SUA in connection with his/her course, including (but not limited to) any sums paid to him/her or on behalf by way of salary, allowance, fees or for the cost of his/her transport to and/from the Institution.
5. If the Officer resigns without permission or is dismissed from the service of SUA within **5** years of his/her resumption of employment there-in under the provision of clause 2 thereof he/she shall be liable to repay to SUA that proportion of the expenditure specified in clause 3 by which his/her period of service with SUA since resumption falls short of a total period of **5** years.
6. **The amount which the officer will to be liable to repay under clause 3,4 and 5 shall not be less than**
- 7 **That, this Agreement shall be governed and construed in accordance with the Laws of Tanzania as will be in force from time to time. In case of breach of the terms and conditions the party aggrieved shall have a liberty to file a suit and claim damages at the Ordinary Court.**
8. **Notwithstanding clause 7, either party may seek other remedies available and Labour or Contract Law in case of a dispute arisen from the implementation of this agreement**

IN WITNESS HEREOF the parties here to have set their hands the day and day first above written.

Signed by said.....

In the presence of

THE

OFFICER

Signature:.....

Name:.....

Occupation:.....

Address:.....

Signed by:.....

THE DVC (A &

F)

For and on behalf of Sokoine University of Agriculture

Signature:.....

In the presence of

Name:.....

Occupation:..... **Address:**

.....

**SOKOINE UNIVERSITY OF AGRICULTURE
MOROGORO**

**CONTRACT AGREEMENT FOR OFFICERS ATTENDING COURSES
(Academic staff)**

This AGREEMENT made on this.....day
of.....

Between Sokoine University of Agriculture of P.O. Box 3000, Morogoro (Herein
after called

The University) on one part and.....
member of University service, of the department of

.....
(Hereinafter called the officer) on the other part:

WHEREAS the Officer had been selected to attend a course of study (hereinafter
called the course at)

.....
(Hereinafter called the Institution) for the purpose of acquiring the qualifications
of.....

partly or wholly at the expense of the University.

AND WHEREAS the University has agreed to grant the staff study leave with full
pay so as to enable staff to attend such course.

NOW THEREFORE it is agreed by and between the parties here to as follows:-

1. That the provisions of any regulations decided by The University from
time to time or any provisions which may replace the same pertaining
to in-service course and bursaries shall form part of and shall be read
and construed with this agreement.

2. That in consideration of the payment by the University of part or whole of the expenses of the course and other related costs such as salary and allowances **while is on study leave**, the officer hereby undertakes;
 - (i) To complete the course in accordance with the directions contained in the Rules for officers attending courses set out in the Schedule to this Agreement and in accordance with such other directions as may be given to the officer by the University,
 - (ii) Immediately after the conclusion of the course or at such other time as the University may direct to return from the Institution to the University and by such method as the University may direct.
 - (iii) On his/her return to resume employment in the service of the University in a capacity appropriate to his/her qualifications as deemed by the University for 3 (Three) years if his/her study leave was for 1 (One) year or 5 (Five) years if his/her study leave was for more than 1 (One) year from the date of such resumption.
2. That if the Officer breaches the conditions of clause 2 hereof one shall be liable to repay to University all expenditure incurred in connection with this Agreement, including (but not limited to) any sums paid to the officer by way of salary, allowance, fees and other expenses paid while the officer was in study leave but without prejudice to any right of action of the University in respect of any breach of this contract herein contained.
3. That if the Officer resigns from the service of The University before completion of the course he/she shall be liable to repay to the University all expenditure incurred by the University in connection with his/her course, including (but not limited to) any sums paid to him/her by way of salary, allowance, Institutional fees and other expenses.
4. That if the Officer resigns or is dismissed from the service of the University within the period stated under the provision of clause 2 hereof the officer shall be liable to repay to the University that proportion of the expenditure specified in clause 3 by which his/her period of service with the University since resumption falls short of a total of the said (Stated) years.
5. **The amount which the officer will to be liable to repay under clause 3, 4 and 5 shall not be less than**

6. **That, this Agreement shall be governed and construed in accordance with the Laws of Tanzania as will be in force from time to time. In case of breach of the terms and conditions the party aggrieved shall have a liberty to file a suit and claim damages at the ordinary court of law .**
7. **Notwithstanding clause 7, either party may seek other remedies available under Labour or Contract Law in case of a dispute arisen from the implementation of this agreement.**
IN WITNESS THEREOF the parties hereto have set their hands on the year above written.

Signed by said.....

In the presence of

THE

OFFICER

Signature:.....

Name:.....

Occupation:.....

Address:.....

Signed by:.....

THE DVC (A &

F)

For and on behalf of Sokoine University of Agriculture

Signature:.....

In the presence of

Name:.....

Occupation:.....

Address:.....