



**MALAWI NETWORK OF OLDER PERSONS' ORGANIZATIONS
(MANEPO)
TERMS AND CONDITIONS OF SERVICE**

June, 2017

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SECTION A

1.1 INTRODUCTION

These terms and conditions of service for Malawi Network of Older Persons' Organizations (MANEPO) are intended to provide a basis for making fair and consistent decisions in respect of staff employed by MANEPO.

1.2 CITATION AND APPLICATION

These Terms and Conditions shall for all purposes be cited as The Conditions of Service. These Conditions of Service apply to all employees.

The Conditions of Service constitute a basis of Contract of Employment between Manepo and its employees.

1.3 COMMENCEMENT

These Conditions of Service shall take effect from

1.4 PURPOSE AND OBJECTIVE

The purpose and objectives of these Conditions of Service are to:-

- a) Clarify on the rights and obligations of Manepo as an employer on the one part and its employees on the other part.
- b) Ensure consistency in handling human resources and administrative matters and set uniform standards for sound and consistent managerial decision-making.
- c) Communicate employee entitlements and obligations.
- d) Provide a ready reference for Manepo and employees
- e) Minimize disputes and grievances that may arise during and out of the relationship between Manepo and its employees.

1.5 FAMILIARITY

All employees must make themselves familiar with these Conditions of Service.

1.6 DISCLAIMER

Ignorance of the conditions of service shall not be accepted as an excuse for their breach.

1.7 REVIEW AND AMMENDMENT

These Conditions of Service shall be reviewed and amended periodically.

1.8 INTERPRETATION OF THE CONDITIONS OF SERVICE

These conditions of service shall be interpreted by the Country Director in consultation with the Board of Trustees for assistance in interpretation.

SECTION B

2 DEFINITIONS OF TERMS

In these Conditions of Service, unless the context otherwise requires, the following terms have the meanings given hereunder provided that where there is a conflict with definitions provided under any relevant Statute that definition shall prevail;

Accident	means any exposure resulting from a mishap in which an employee is involved in the course of performing duties connected with his or her work whether this is within or outside his or her place of work.
Contract Employee	means any person employed by Manepo for a predetermined period and is in possession of a written contract signed by both parties, the employee for himself or herself on the one hand and Manepo on the other.
Discipline	means the observance of set rules and regulations by the employees to achieve and maintain accepted standard of behavior and performance.
Disciplinary Action	means any formal action other than termination taken by Manepo to correct, educate and allow an employee to improve on his or her unsatisfactory conduct or performance in the course of performing his/her duties.
Dismissal	means the immediate termination of employment without notice or without payment of salary in lieu of notice such dismissal shall render the employee forfeiting all the benefits the employee would be entitled to, had he or she not been dismissed.
Employee	means a person employed by Manepo under a contract of service either on fixed term contract or casual terms.
Grievance	means dissatisfaction or feeling of injustice on the part of the employee in connection with his/her work situation, or management's decision.
Gross Misconduct	means misconduct so serious that it warrants the employer to dismiss an employee for a first offence.
Holiday Year	means the period from 1 st July to 30 th June of the following year or such similar period as shall be adopted from time to time.
Immediate Family Leave	means the employee's dependent, brother, sister, parent or grandparent. means a recognized and authorized period of absence from the place of employment.
Misconduct	means breach of the disciplinary code or failure to follow operational policies, practices and regulations of Manepo during the course of employment.
Probationary Period	means the initial period during which the employer and the employee are afforded the time to decide whether permanent terms of contract of employment can be concluded.
Manepo	means Malawi Network for Older Persons Organizations
Public Holiday	has the same meaning as contained in the Public Holiday Act Cap 18.05 of the Laws of Malawi and any other holidays as declared by the Government from time to time.
Resignation	means an act in which an employee terminates his/her service voluntarily by giving appropriate written notice or payment in lieu of notice to Manepo.
Retrenchment	means the cutting down and reducing the approved Establishment as a means of reducing expenses
Wages	means gross salary payable to an employee excluding allowances, ex-gratia payments and other benefits at agreed intervals.

Severance pay	means compensation for unfair dismissal and other payments due to employees upon termination of their employments.
Staff members	means the same as employee or Member of staff
Summary Dismissal	means putting to an end a contract of employment without giving due notice on grounds of gross misconduct such dismissal shall render the employee forfeiting all the benefits the employee would be entitled to had he or she not been dismissed.
Suspension	means a form of disciplinary measure where an employee is required to temporarily stop reporting for duties until such a period as shall be advised in the letter of suspension or subsequent communication from Manepo.
Temporary	means a person employed by Manepo for a specified Employee period, not exceeding twelve (12) months.
Terminal Benefits	means a benefit, allowance or privilege conferred on an employee by Manepo on the termination of or resignation from his or her service or employment in accordance with the labour and employment laws of Malawi.
Termination	means putting to an end a contract of employment on grounds of resignation, retrenchment, redundancy or retirement or for other reasons other than dismissal or summary dismissal with due notice or payment of salary in lieu of notice with full benefits.
Year	means twelve calendar months.

SECTION C

3 TERMS OF EMPLOYMENT

3.1 Appointments

Manepo shall approve all establishments and be responsible for all appointments.

3.2 Probationary Appointment

Appointments of all employees shall initially be on probation for a period of three (3) months OR 1 (one) month if is a contract covering a period of less than 12 (twelve) months.

Where performance is not satisfactory, the probation may be extended for a period not exceeding one (1) month. If after the additional one month the performance of the employee is still unsatisfactory the employment contract shall be terminated.

3.3 Confirmation

All new employees shall be confirmed in writing upon successful completion of their probationary period.

3.4 Contract Appointment

All employees shall be appointed on contract for a fixed period of one (1) year, depending on funding contracts

3.5 Temporary Appointment

Manepo may, depending on the exigency of services, appoint employee on a temporary basis as Casual Labourers, provided that the period for such appointment is not more than 1 year (12 months).

SECTION D

4 CONDITIONS OF EMPLOYMENT

4.1 Standards working hours

The Standard working hours are forty-two-and-a-half (42.5) per week. Unless stated otherwise. Sometimes members of staff may be called upon to work for periods that exceed this number of hours per week and any such periods shall be calculated for the purposes of time off up to 1.5 hours of free time or rest time for every hour worked.

No employee may absent himself or herself from duties at any time without permission from the Country Director or immediate supervisor without a valid reason.

An employee shall not be entitled to receive a wage in respect of any period during which he or she was absent without the Executive/Country Director's or immediate supervisor without a valid reason.

4.2 Payment of Wages

Wages shall be paid monthly at the rate of one twelfth of the annual gross amounts. Salaries will be paid on 25th day of each month.

4.3 Wage Revision

The determination of wages shall be done by the Country/Executive Director on recommendations from the Board.

4.4 Annual Leave and leave grant

Staff members shall be entitled to Annual Leave of 21 working days.

Staff members shall be paid a leave grant once in every financial year at the rate to be determined by the Board from time to time.

4.5 Accumulation of leave days

Where it is not feasible for a member of staff to proceed or the member of staff to take leave, the member of staff would be allowed to accumulate a maximum of fifty percent (50%) of his/her outstanding leave days and carry it over to the following financial year. No leave days shall be carried over beyond second year otherwise they shall be forfeited.

4.6 Commutation of Leave

Annual leave shall not be commuted for cash if not taken.

4.7 Sick Leave

All employees shall be entitled to sick leave after completing probationary period. An employee may be granted sick leave with pay for absence from work due to illness, injury or dental treatment not occasioned by the employee's impropriety of conduct or negligence.

Periods of sick leave of more than four (4) consecutive days, unless supported by a Medical Certificate shall be counted against annual leave entitlement for the employee.

In any one (1) leave year, when necessary, an employee shall be granted sick leave with pay as follows:-

- a) One (1) month full pay
- b) A further two (2) months half pay

Where an employee is on and off on sick leave and the aggregate days of sick leave exceeds three (3) months in any one (1) year, his/her contract shall be terminated.

4.8 Maternity Leave

Female employees shall be entitled to maternity leave of up to a maximum period of 8 weeks. However, such maternity leave shall be granted once in every three (3) years.

4.9 Compassionate Leave

All employees are entitled to compassionate leave with pay to a maximum of four (4) working days per annum.

Any period of absence in excess of four (4) working days shall be treated as annual leave or leave without pay.

4.10 Loans and Advances

Loans shall be granted to members of staff. The loan payment shall be restricted to the period of contract appointment. The loan should be 25% of the employee's salary.

A loan is not a right but a privilege and shall be provided subject to availability of resources.

No loan shall be approved where the total deductions including any loans shall exceed half the monthly gross salary. Any outstanding loan on termination shall be deducted from terminal benefits.

4.10.1 General Purpose Advance (GPA)

Manepo may provide a **General Purpose Advance (GPA)** to its employees whose main objective shall be to assist employees to meet personal expenses of a general nature. The GPA amount of the advance shall not exceed twelve (12) months of the employees' salary and repayment of the advance shall be thirty six (36) months.

4.10.2 Emergency Advance

An Emergency Advance may be granted to an employee when an unforeseeable occurrence or situation has resulted in serious financial hardship affecting the employee subject to the following conditions:

- a) The amount of the advance shall not exceed the employee's three (3) months' salary;
- b) The advance shall be repayable by monthly installments over the following periods.

An advance shall be repayable within a maximum of six (6) equal monthly installments.

4.11 Conduct and Discipline

The following shall constitute act of misconduct:

- a. Absenteeism.
- b. Negligence of duties
- c. Insubordination by word or conduct.
- d. Drunkenness during working hours.
- e. Failure to invest into inter-personal relationship with staff and other key stakeholders
- f. Making use of Manepo funds or property for private purposes.

4.12 Incapability in Work Performance

The following are examples of incapability, which may lead to summary dismissal, or termination of service:

- a) Lack of skill or qualifications that the employee expressly or by implication holds himself or herself to possess such as use of fake certificates to obtain employment.
- b) Poor performance
- c) Gross negligence in performance of one's duties.

4.13 Disciplinary Procedures

At any time, 3 members shall constitute the Disciplinary Committee.

The following steps shall be taken, as appropriate in all disciplinary cases:

4.14 Investigation

MANEPO shall conduct an investigation into all alleged act of indiscipline complained about if there is need to establish more facts.

4.15 Disciplinary Hearing

If Manepo decides to hold a disciplinary hearing about a matter complained of, it shall in such cases give details of the indiscipline to the employee at least three (3) working days before the hearing. At the hearing, the employee shall be given an opportunity to state his or her case.

Where an employee fails to turn up for the hearing, the Committee may proceed with it and take the appropriate decision, which shall be communicated, to the employee within ten (10) working days of the end of the hearing.

4.16 Appeal

In all disciplinary cases, the employee has a right to appeal from the committee's decision to the Executive/Country Director within ten (10) working days.

4.17 Disciplinary Action

The following are the disciplinary actions that may be taken against an employee in breach of the disciplinary code:

- a) Verbal warning
- b) Written warning
- c) Suspension
- d) Summary Dismissal

4.18 Verbal Warning

This form of disciplinary action shall be used for misconduct which can be easily remedied. It shall first take the form of counseling and then a verbal warning shall be issued and recorded in his/her personal file.

4.19 Written Warning

A written warning shall be issued for repeated acts of misconduct and for all serious forms of misconduct and incapability.

A maximum of two (2) written warnings for repeated offences shall be issued in a year before an employment contract is terminated.

4.20 Suspension

Manepo shall have the right to suspend an employee pending the result of an investigation of criminal or disciplinary proceedings and during the period of suspension, the employee shall be entitled to half pay.

If the suspension is not followed by dismissal, the employee shall be reinstated in employment and shall be paid full salary and benefits for the period during which the suspension took place.

4.21 Summary Dismissal

Manepo may summarily dismiss an employee where he is guilty of gross misconduct in addition to the grounds specified in Section 59 of the Employment Act.

An employee may be summarily dismissed from the service of Manepo on account of any of the following:-

- a) Willful disobedience to lawful and reasonable orders or direction given by Manepo.
- b) Absenting oneself without the permission of the Executive/Country Director for five (5) or more consecutive working days or unauthorized absence from duties for a period of five or more cumulative days in one month.
- c) When more than three (3) warnings have been issued to an employee within a period of twelve (12) months.
- d) Where an employee commits an act of dishonesty or fraud.
- e) For negligence of duties, which lead to Manepo losing money directly or indirectly.
- f) For lack of skill which the employee expressly or by implication holds himself to possess.
- g) Where an employee is guilty of misconduct, whether in the course of his duties or not, inconsistent with the fulfillment of the express or implied conditions of employment.
- h) Habitual or substantial neglect of duties.

4.22 Grievance Procedure

When an employee is aggrieved, he/she shall follow the following grievance procedures:

- STEP 1:** The employee shall raise the grievance either orally or in writing with the Executive/Country Director.
- STEP 2:** If the employee is dissatisfied with the Executive/Country Director's decision, then the employee shall report the matter to the Board.

4.23 Retrenchment

An employee may be retrenched from the service of Manepo due to reorganization, restructuring and rationalization.

4.24 Termination Due to expiry of Fixed Term Contract or Completion of a Specific Task

A contract of employment for a specific period of time or specified task shall automatically terminate on the date specified for its termination or on the completion of the specific task and, unless it is expressly or tacitly renewed or prolonged, no notice shall be required for its termination.

4.25 Payment Terminal Benefits

Members of staff shall be entitled to terminal benefits in accordance with the employment act.

4.26 Severance Pay

Severance pay shall be paid in accordance with Section 35 of the Employment Act and calculations shall be based on the First Schedule of the same Act.

4.27 Funeral Arrangements

On the death of a member of staff, Manepo shall provide;

- a) Suitable Coffin and accessories
- b) Appropriate transport to place of burial
- c) Pay for embalming where is needed.

4.28 Death of member's biological child and parent

In the event of death of a biological child and parent of the employee, Manepo shall assist with a coffin and Transport, dependent on availability of resources.

EMPLOYEE NAME & SIGNATURE