# EMPLOYMENT CONTRACT – STAFF GRADE

# The present Employment Contract has today been concluded and agreed

**BETWEEN:** jvacee

(Hereinafter referred to as the "Employer")

AND: kilanga sungura Kiluwa (Hereinafter referred to as the "Employee")

**Date of Birth: 2022-08-10** 

**Mobile Number: 0761200200** 

WHEREAS the Employer desires to engage the services of the Employee AND the Employee is ready and willing to accept the engagement;

# NOW THEREFORE THE EMPLOYER AND **EMPLOYEE HAVE AGREED AS FOLLOWS:**

## **EMPLOYMENT & RECRUITMENT PARTICULARS**

| Job Title            | Biologist                              |
|----------------------|--|
| Job Profile          | Jjob profile is attached in Appendix 1 |
| Reporting to         | xzc                                    |
| Staff Classification | czxczxcz                               |
| Type Of Contract     | Unspecified Contract                   |
| Place of Work        | kasweli                                |
| Place of Recruitment | gfgdfgb                                |

#### 2 COMMENCEMENT AND DURATION

This employment shall commence on 2023-09-05 and shall expire without notice on 2024-09-05 unless extended by mutual agreement before expiry

#### 3 PROBATION PERIOD

Employee will undergo xcczc probationary period during which either party may terminate the employment contract by giving one month written notice.

### 4 REMUNERATION

The agreed gross monthly remuneration before tax and statutory deductions is **TZS 45/=** payables on the last day of the month and made up as follows:

| Basic Salary:         | 6700000 |
|-----------------------|---------|
| Housing Allowance     | 8900    |
| Meal Allowance        | 8900    |
| Transport Allowance   | 89000   |
| Risk / Bush Allowance | 34000   |

The Employee agrees to all statutory deductions from the salary and is aware that contribution towards the Employee's National Social Security Fund (NSSF) which will be equally shared between the Employee and the Employer at a rate of 20% of the gross salary.

#### 5 WORKING HOURS

Normal working hours per week are 45 as stipulated in the Employment and Labour Relation Act 2004. The Employer's ordinary working week is Monday to Friday from 08:00hrs to 17:00hrs and on Saturday from 08:00hrs to 13hrs which includes a one-hour unpaid lunch break. Where a full hour's lunch break is taken, the Employer may opt to perform the balance of ½ hour before or after official working hours.

The nature of the work and responsibilities entrusted to the Employee may from time to time require overtime to meet deadlines or to speed up the project operation, in view of your position which fall in supervisory role, Overtime will be paid to cover extra hours worked as per Tanzania Labour Law.

#### **6** ANNUAL LEAVE

The Employee is entitled to 28 calendar days paid leave for each year of completed service. The timing and length of the leave periods shall be in accordance with the job requirements and as agreed with the Project Management.

#### 7 BENEFITS

The Employee is covered by statutory workmen's compensation –WCF

### 8 ETHICS

The Employee is to devote all his working time to the service of the company. Without written consent of the Project Manager, employee may not engage in any outside duties including salaried or contracted work that could in any way be inconsistent with his employment with the company

#### 9 CONFIDENTIALITY

- 9.1 The Employee agrees to maintain full confidentiality during his employment and after the termination thereof, the Employee may not disclose to any third party any information on the business affairs of the Employer, including Client's and business associates, etc., unless such information has been released to the public domain by the Employer or for some other reason may naturally be disclosed to a third party.
  - 9.2 The duty of confidentiality shall apply to all material, including but not limited to information relating to know-how, software, strategies and concepts, technical designs, descriptions, formulas and models, notwithstanding the form or medium in which they exist.
- 9.3 Any breach of the duty of confidentiality shall be deemed a material breach of this Agreement with ensuing severe disciplinary sanctions for the Employee, including but not limited to termination of employment.

## 10 TERMINATION OF EMPLOYMENT

Upon completion of probationary period, either party may terminate the employment by giving one calendar months' notice in writing. However, the Employer may terminate the Employee without notice for cause. For the purpose of this contract, "cause" shall mean:

- (a) Gross misconduct or any serious breach or continued breach after a written warning has been issued on duties and responsibilities;
- (b) Any unauthorized disclosure of breach of confidentiality on any matter relating to the Company, its customers or staff not so required by law;
  - (c) Refusal to carry out the lawful instructions of a superior;
  - (d) Un-notified absence from duties
- (e) If you are discovered to have made or given any false statement or document testifying to your ability or competence or relating to your state of health knowing such statement or documents is false

The exercise by the Company of its right of contract termination under this clause shall not debar it from exercising such other rights or remedies as may be available to it by law or otherwise by reason of any of the matters set out in employee's conditions and terms of employment contract which form part of this employment contract.

#### 11 APPLICATION OF THE LAW

This Agreement shall be interpreted and applied in accordance with the prevailing Laws of the United Republic of Tanzania. Where any conflict arises between this Agreement and the Laws, the provisions of the Laws shall apply as if they are terms of this Agreement.

The Employee is required to refer to the condition of his/her employment contract and/or prevailing management notices for issues not specifically addressed in the contract. Such terms and conditions may change from time to time and the latest version will always be available within the Human Resources Department. The employee shall be entitled to any other benefits stipulated by the Laws even if not stated in this Agreement or as agreed between the parties.

#### **APPENDICES:**

A: Personal Particulars

**B**: Job Description

#### **SIGNATURES**

| On behalf of the Employer           |        |
|-------------------------------------|--------|
| Data                                |        |
| The Employee (Read, Understood & Ag | greed) |
|                                     |        |
| Date:                               |        |