

**NACALA's PROPOSED INSTITUTIONAL FRAMEWORK**  
**(Staffing procedures and operation manual)**

1. This manual has been prepared after due considerations of the stated joint objectives and mission statements by the NACALA member countries for **a)** development of an investment region that is adequately efficient, cost effective and competitive, and reliable for transport, communication and energy, **b)** fostering regional economic growth by promoting and coordinating viable business in agriculture, mining, tourism, commerce, trade, transport and livestock, **c)** fostering environmentally sustainable growth and **d)** promoting infra-structural projects along the Corridor
2. The manual is therefore intended to act as an advisory guide towards ensuring that some degree of standardization is attained in procedures and operations of staff employed at the OSBPs at Mchinji-Mwami and at Chiponde and Mandimba. Some key and mundane topics and sub-topics have been covered, while others have been deliberately omitted to avoid repetition, since it is assumed that they have already been adequately covered in staff manuals of individual “competent authorities”

**Kindly ensure you read, understand and immediately start to adhere to them.**

**3. Employment at the OSBPs**

All employees of the two OSBPs are expected to be in possession and fully conversant with their respective letters of employment, vis. requirements and expectations of respective employers.

**4. Letter of Deployment / Secondment / Employment**

All employees are expected to present two copies of their respective OSBP letters of deployment / secondment / employment within two days of their reporting on duty. One copy shall be presented to the head of the nominated structure, while the second copy shall be presented to the OSBP central office at the station of duty.

**5. Letter of Transfer / Re-deployment**

Upon being transferred or re-deployed, an employee is required to present two copies of the letter of transfer / re-deployment. One copy shall be presented to the head of the nominated structure, while the other shall be presented to the OSBP central office at the station of duty.

**6. Working Days**

- a. Working days are from Monday to Friday BUT may include Saturdays or public holidays, if the head of a nominated structure should in the event of additional and or unexpected urgent work, so desire.
- b. Where an employee is required to work on a Saturday or public holiday, the nominated structure is not expected to pay overtime, though there is room for negotiation.
- c. Working days shall normally exclude week-ends and public holidays, except where a competent authority's public holiday is observed on a day different from that of the other competent authorities, in which case the former shall be given priority and shall be observed.

**7. Working Hours**

All employees of all nominated structures represented at an OSBP are expected to report to their respective places of work and to abide by the rules and regulations as set forth by their respective offices.

The working hours are between 8.30am and 5.30pm, with an hour's lunch break between 1pm and 2pm. Every employee is expected thus to strictly observe these hours at all times.

**8. Lunch Hours**

Lunch hours shall be between 1pm and 2pm on the designated working days. This period shall not be observed on Saturdays,

**9. OSBP Standards**

Every employee is expected to respect rules and regulations pertaining to OSBP standards. Briefly, these are the staff uniform, details of which shall be advised, including an OSBP badge and name tag showing names of employee, competent authority, nominated structure, and office title.

Other standards are efficiency, promptness, friendliness and care in office service delivery, and most important, prompt response to official memos, official formal correspondences between nominated structures and those between nominated structures.

**10. Cross-Border Permits**

All employees of the two OSBPs are expected to be in possession of a Cross Border Permit issued by the heads of their nominated structures for both official and non-official use when crossing the border and going beyond the respective control zones.

**11. Presentation**

All employees of the two Nacala OSBPs shall during office hours and official functions, be properly dressed and presentable, and shall don a staff name tag, indicating which nominated structure they work for.

**12. Absence from Work**

Absence from work place OR lateness in reporting to work without an official permission from head of a nominated structure, shall not be entertained and shall be deemed to be either rudeness, insubordination and or negligence of (or refusal to tend to) office duties on the part of the employee and may immediately warrant reprimand resulting in recommendation for a punishment commensurate with salary deduction and or subsequent dismissal.

**13. Misconduct of an Employee**

- a. Misconduct by an OSBP employee of whichever nominated structure as depicted in **12.** above, on a consecutive basis, within a period of one month may result in immediate dismissal at the start of the second month, unless the employee is able to furnish head of the nominated structure with a formal and satisfactory explanation.
- b. Refusal by an employee to carry out official assignments as may be instructed by any head of a nominated structure or any of the senior staff of the OSBP may warrant reprimand resulting in the employee's subsequent dismissal.

**14. Letter of Warning**

An OSBP employee who has displayed misconduct while on duty and or when carrying out an official assignment given to him / her and has failed to tender an acceptable apology letter shall within a month of such an incident may be issued with an official letter of warning.

If however the same employee should commit a similar or another offence in the second month, the same employee shall be issued with a second warning letter during the second month.

**15. Dismissal from Employment**

- a. Following on from **14.** above, if the same employee is issued with a third warning letter whether in the second or third month and does not tender a satisfactory apology letter, he / she shall be considered to have displayed gross misconduct and may at the discretion of the head of the nominated structure be recommended to the competent authority for dismissal.
- b. In the event that an OSBP employee is dismissed by the competent authority after close consultation with head of the nominated structure, for reasons that shall have been formally communicated to the employee, the competent authority shall not enter into further negotiations or correspondences with the employee, from date of dismissal.

**16. Cancellation of warning letters**

An OSBP employee who having received the first warning letter in the first month and does not receive a second warning letter either in the first, second or third month, shall have the first warning letter cancelled.

It follows that if the employee receives a second warning letter in the second month and none in the subsequent three months, he / she shall equally have his / her second warning letter cancelled in the third month.

If however the employee receives a third warning letter either in second or third month, then he / she may still be dismissed, after the due processes as in **15a**, have been followed.

**17. Monthly Salary**

- a. The respective nominated structure working in liaison with the competent authority shall endeavor to pay the employee's monthly salary by or on the last working day of the month, where this amount has been formally agreed between the employee and the competent authority, and is stipulated in the Employment Letter.

- b. For clarity, the employee's monthly **gross salary** (not net) shall include Government taxes, statutory levies and allowances such as house, education, entertainment, and medical allowance.
- c. An OSBP employee should ensure that on receipt of his / her monthly salary, he / she signs a payment voucher or he / she is given a salary payment slip to avoid confusion in the future.
- d. The respective nominated structure does not encourage application for payment of salary advance, or salary-in-advance, NEITHER does it offer or give loans.
- e. The employee is nonetheless encouraged to form or join a co-operatives society of choice where facilities such as co-operatives loans may be available.

#### **18. Annual Leave**

- a. An OSBP employee is entitled to **ONE MONTH PAID LEAVE** per leave year, where this is calculated to include working days only, and to exclude weekends and public holidays,
- b. An OSBP employee shall apply for annual leave, at least thirty days in advance and directly to his / her head of nominated structure who may decline to grant it,
- c. An OSBP employee shall not carry forward to the following leave year, more than half of his / her leave entitlement. If this should happen the employee shall automatically forfeit the leave days carried forward to his / her competent authority, free of charge.
- d. If the employee wishes to apply for sick leave, or an emergency leave (defined as a period of an unexpected emergency occurrence), he / she shall formally notify the head of nominated structure 24 hours in advance. The application may not be unduly denied.

#### **19. Maternity Leave**

All OSBP employees shall be entitled to two months paid maternity leave, or such leave as may be defined and prescribed by their respective competent authorities. They are therefore advised to apply for this leave **ONE MONTH BEFORE START** of the leave period, and should tender their respective applications directly to their respective head of nominated structure for forwarding and consideration by the competent authority.

#### **20. Unofficial Visitors**

Unofficial visitors to the premises of the nominated structure within the OSBP or to the control zone shall at all times register their presence and purpose of visit.

Such visits are however not encouraged during office hours, neither should the visitors access the control zone nor the office premises of the nominated structure without permission.

**21. OSBP Property**

- a. An OSBP employee is expected to take great care of all properties of the nominated structure and those belonging to other nominated structures within the control zone.
- b. Persons from outside the control zone, or from other nominated structures but within the control zone are not allowed usage of such property.
- c. Any misuse, loss or damage of such property as described in **21a** and **21b** above, occasioned by an OSBP employee shall result in replacement or repair, and the cost borne by the OSBP employee.
- d. Due to the limited supply of OSBP support facilities such as office space, staff houses and office equipment, OSBP employees should expect to look for own private dwelling premises and to refrain from use of such facilities for private purposes. Every effort however shall be made to ensure that adequate office space is provided including a central OSBP office.

**22. Promotion / Salary Increment**

Promotion, or salary increment is at the sole discretion of the competent authority in close liaison with the head of nominated structure.

**23. Retirement**

An OSBP employee is expected to retire from the OSBP nominated structure, having attained the official legal retirement age as prevailing and is described in the competent authority's human resource rules and regulations.

**24. Notice**

In the event that an OSBP employee decides to leave his / her employment with the nominated structure, he / she shall be expected to serve the nominated structure with **ONE MONTH NOTICE** of such intention.

Equally, should the nominated structure decide that the performance of an OSBP employee is unsatisfactory, he / she shall be served with a similar one month notice.

**25. Probation**

At the commencement of a new employee's contract, he / she shall be on a three-month period of probation. Upon successfully completing this period, the employee shall be confirmed to the position.

If however the employee does not successfully complete this period, the nominated structure shall be at liberty to decide whether to extend the employee's probation period or to terminate his / her employment contract altogether.

The nominated structure's decision on this matter shall be final, and not subject to further negotiation.