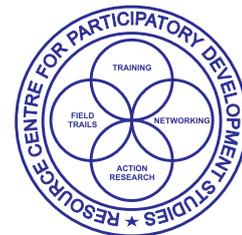


# POLICY FOR STAFF OF RCPDS – 2013



**RCPDS**

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# **POLICY FOR STAFF OF RCPDS – 2013**

In view of growing trend, demand for more focussed services for marginalised and socially excluded sections of society, RCPDS is planning to systematise its organisational and professional attire by introducing structure policy frameworks. As part of the policy formulation process the Management and Board of Directors has resorted to develop a viable, legally competent and user friendly organisational culture policy frame for staff and human resources. This is the first draft which will be circulated among various partners concerned – donors, staff members, financial advisors, labour advisors, etc.

## **Purpose and Categories of Personnel**

### **1.1 Purpose**

The purpose of this Personnel Policy is to set down regulations, employment conditions, defining working environments, rights and obligations of RCPDS employees subject to their performing duties and responsibilities in their respective job descriptions.

From the time of hiring, each employee will have access to this policy, so that he/she will acknowledge and adhere to it with full knowledge and information.

The policies described below may at any time be subject to change and revision, if the Board of Members of RCPDS deems it necessary. In such cases, employees will be fully informed of the changes made.

### **1.2 Categories of Personnel**

All personnel working for RCPDS are classified into following types

#### **1.2.1 Employees**

By the word 'employees' we mean, designate salaried individuals who, after a probationary period, are given ongoing assignments, either part-time or full-time, and are paid on monthly basis. They will be contracted on long-term basis subject to periodic evaluations and performance assessments. They will have the responsibility towards the day to day functioning and/or in any one of more ongoing/prospective projects of the organization.

Within the frame of RCPDS, all the employees of the organization are classified into various categories as mentioned below...

### **1. Management**

- a. Executive Director/Chief Executive Officer
- b. Program Manager
- c. Finance Manager

### **2. Professional**

- a. Project Officer
- b. Researcher/Documentation Officer
- c. Finance Officer
- d. Training Officer
- e. Marketing Officer

### **3. Support Category**

- a. Community Organisers
- b. Health worker
- c. administrative Assistant
- d. Drivers
- e. Cashier

#### **f. Extension officers**

#### **g. Administrative Assistant**

#### **h. Office assistants/Gardeners/caretaker**

### **1.2.2 Consultants**

RCPDS will hire consultants, who are professional experts, on short-term basis only for the completion of specific tasks and assignments related to specific projects or organisational development. Separate and limited contracts, defining their job description, timeline, deliverables, reporting procedures and payment details will be issued to consultants. They will be paid on daily/monthly/weekly basis depending upon the nature of their assignment. They will not be considered as full-time or part-time employees of the organization.

### **1.3 Appointment Letter**

All individuals employed with RCPDS will be issued an appointment letter prior to his/her employment by the Management duly signed by competent authority. The appointment letter will officially announce his/her position within the organization, the place of assignment and the effective date of

employment. The appointment letter will carry annexes, specifying the employee's job description, terms of reference, salary and benefits and other relevant terms of employment (Refer 1.4 Employment).

### **1.3.1 Probationary Period**

A probation period of three months shall apply to all new employees from the date of employment as mentioned in the letter of appointment and date of joining. Exceptionally, the probation period may be extended to six months. In case, if a new employee fails to perform in accordance to expectations of RCPDS staff team or reporting officer/board, he/she will be given a notice, terminating the contract at the end of the probationary period. This clause will be mentioned in the appointment letter also.

### **1.3.2 Staff orientation**

All new employees will get an orientation about the mission and strategies of RCPDS, its structure and the staff within, the policies and conditions of employment, the internal rules and regulations, etc.

## **1.4 Remuneration**

RCPDS believes in attracting and retaining a good team player, qualified and effective staff through a system of payment that is both appealing and fair. All employees of RCPDS are entitled to a basic salary, depending upon their skills, qualification and experience. Of course this basic minimum will also considered based on the funding position in relation to the particular project for which the staff is hired for. The basic salary is worked out on "Grade" basis which will be mentioned in the appointment letter of employee concerned to state which Grade he/she belong to and agreed upon signing the contract.

### **1.4.1 Salary Increment**

Salary increment will be based upon an employee's position and performance. Increment will be provided to employees on annual basis after their performance evaluation.

Salary increment is calculated on the basis of basic salary of the staff and the results of Annual Performance Appraisal.

### **1.4.2 Salary Benefits**

#### **(a) Provident Fund**

All regular confirmed full-time employees are expected to set aside 12 % of the Basic Pay and Dearness Allowance of monthly pay to his/her provident fund. And RCPDS will contribute equal proportion of amount plus the management share of 1.2 % on monthly basis. Both the employee's and RCPDS's contributions are deposited in the Government led EPF scheme under the employee's name. The provident fund can only be withdrawn upon the employee's official resignation and leaving from RCPDS.

(b) Gratuity : After the completion of his/her probationary period, the employees shall be entitled to their gratuity, which is calculated @ 1 month's gross salary for every year of service completed. This will be kept as a separate fund and shall be paid to the employee at the time his/her completion of tenure.

(c) Medical insurance : After the completion of his/her probationary period, he/she shall be entitled to medical insurance. The employee shall contribute to the premium equally from his/her premium. The Policy / Coverage shall be maximum of Rs,1,00,000/- or such a sum decided by the management.

(d) Personal Accident Insurance : After the completion of his/her probationary period, he/she shall be entitled to Personal Accident Insurance. The type of Policy / Coverage shall be maximum of Rs,1,00,000/- or such a sum decided by the management. The management shall pay the premium of this policy.

(e) Personal Loans : After the completion of minimum of 1 year, a staff is eligible to avail loan for their personal use. This Loan will be repaid by the staff with an interest of 18% per annum. The maximum loan amount which can be availed shall be 5 months salary of the staff, which shall be deducted from his/her salary in 10 equal monthly instalments. A person cannot avail a loan / advance if a previous loan is still outstanding in his/her name.

### **1.4.3 Compensation against Accident of the staff during Service**

In the event of any staff succumbs to an accident while working for RCPDS, i.e. during the office hours or during field trips or on official duty, he/she is entitled to receive compensation as per the accident policy, to which RCPDS will contribute, to cover medical expenses.

## **1.5 Working Days and Hours**

### **1.5.1 Working Days**

RCPDS will follow a 6 days a week working schedule from Monday to Saturday on a regular basis. 1st and 3rd Saturdays and all Sundays considered non-working days. Since the nature of work as such o work with children and communities who are available only during weekends, those staff who work on Sunday can get compensated during the week days in consultation with the officer in-charge for reporting. No additional allowances will be paid for working on Sundays.

Unless otherwise specified, RCPDS will observe the same public holidays as those prescribed by the Government not exceeding 20 days a year. The Executive Director will prepare a calendar of public holidays not exceeding 20 calendar days at the beginning of each fiscal year and circulate it to all staff.

### **1.5.2 Office Hours**

The office shall begin from 09.30 am and go till 05.30 in the evening. All employees are expected to complete 8 working hours daily. There will be one hour lunch-break. For those field staff concerned a minimum of two to three hours should be spent in the field according to the availability of the client group. This implies that the field staff should be available for office/desk work for a minimum of five working hours during all working days.

### **1.5.3 Extended working hours**

Various factors, such as workloads, operational efficiency, and staffing needs, may require variations in an employee's total hours worked each day. Under such circumstances, the employee may have to work beyond the scheduled office hours.

Under such circumstances, the staffs working extended hours are entitled for compensation not in terms of money but in terms of hours relaxation which is authorized by its immediate supervisor for the same. However, no overtime compensation will be provided for staff during field trips.

Drivers and Grade IV staff are eligible for out station night halt allowances while on official duty or out station assignment. Rates will be decided from time to time by the Management.

## **1.6 Travel**

a. Staff members may be asked to travel away from their usual workplaces on authorized missions training events and other assigned duties. Outstation travel means any journey undertaken by the employees on duty to an outside location reasonably away from the usual place of working or residence requiring night stay. The policy on payment of travel allowances adopted by RCPDS applies to all employees with job classification aggregated. It also applies to the consultants, when mentioned in their agreement. Employees are required to take only the shortest route to the destination and are advised to use public travel service wherever possible for local travel as economical reason. If any individual is using personal vehicle for NGO related work, they can be reimbursed the actual fuel cost based upon the mileage. Some maintenance will also be awarded if required provided a clear log book is maintained and the distance use proof is produced by employee concerned.

If organisation is not taking care of accommodation and food, etc on the said mission, RCPDS will reimburse all admissible expenses. The person making such expense can make claim using appropriate forms available with official printed support bills/vouchers.

The expenses will not be reimbursed if proper justifying documents (original receipts) are not attached except for per diem. In addition Staff concerned should write his/her movement of such days in the register and submit brief report of the event.

## **1.7 Leave and Holidays**

### **1.7.1 Leave**

All employees are entitled to the following leave with pay.

#### **(1) Annual Leave**

All employees of NGO are entitled to 18 working days off as paid leave per year. This leave is accrued monthly at the rate of 1.5 working days.

#### **(2) Sick Leave**

Employees are entitled to 12 working days of sick leave with pay per calendar year. Sick leave is accumulated at the rate of 1 day for every full month worked.

Employees have to present a medical certificate to substantiate claims for sick leave with pay for absences exceeding two successive days.

#### **(3) Maternity Leave**

All female employees are entitled to maternity leave of 90 calendar days each for two children.

#### **(4) Paternity Leave**

Male employees are entitled to paternity leave of 11 calendar days each for two children.

#### **(5) Mourning Leave**

In case of death of a parent, child or spouse, employees be given mourning leave of 7 days each. This is not applicable for other relatives. In such cases employee can use their annual leave if they have, if not they may have to go on loss of pay only.

#### **(6) Emergency Leave**

Emergency leave is granted to employees for any serious illness of a parent, child or spouse and/or personal emergencies. A total of 7 days per year can be allowed for emergency leave.

### **1.7.2 Leave without Pay**

- (1) Leave without pay may be granted to employees up to 30 days per year.
- (2) Leave without pay that is taken for a month or more shall not be counted as time worked, hence no benefits shall accrue to the employees during such period.
- (3) Employees on probation are not entitled to leave with or without pay but can accrue such leave during the probationary period.
- (4) Leave without pay is applicable when the employee has exhausted all his annual and sick leave.

### **1.7.3 Absences**

- (1) An employee who is unable to come to the office is required to notify the office of the reason for his/her absence.
- (2) Unauthorized absences are grounds for disciplinary action. The following procedures shall apply:
  - i. An employee that has been absent for two consecutive working days without notice nor explanation shall be personally sought of by the Executive Director. He/she shall be asked to put in writing the reason(s) for his/her absence.
  - ii. If, after seven consecutive days of absence, the employee continues to fail to give any explanation of the cause of his/her absence, the employee will be considered to have resigned from his/her position.
  - iii. In cases where the employee cannot give any satisfactory answer to the cause of his/her absences, in the judgment of the Executive Director, the employee may be subjected to disciplinary action.

## **1.8 Staff Movement**

### **(1) Assignments and Transfers**

According to project needs, any employee can be transferred temporarily or permanently to any location where RCPDS conducts its activities. The transfer may be the result of a promotion, a change in role due to service requirements or other reasons as justified by the management.

A permanent transfer to a new place of work that includes a new job mandate shall result in a contract renewal. In addition, the employee concerned shall be notified one month in advance of his change in situation.

## **(2) Interim positions and promotions**

An employee may be called on to temporarily perform a job in a higher category. That does not automatically give him the right to the salary and benefits of this position. However, after a reasonable amount of time, RCPDS shall reclassify or consider if found appropriate and there is scope within the budget provisions, the employee in the category of the new job or return him/her to his/her former duties.

An employee who receives a promotion can be required to complete a trial period in the new position. If the trial period is successfully concluded, the employee will be reclassified in the new job category and at a salary scale level higher than his former position. If the trial period is not satisfactorily completed, the employee will be reinstated in a position at the same level as his former position.

## **1.9 Prohibition on Outside Employment and/or Engagement**

Those staff members, who are on our pay role as full-time employees of RCPDS are not allowed to undertake outside employment.

### **1.10 Termination of Employment**

#### **1.10.1 Conditions for Termination**

## **Employees shall lose their jobs under any of the following conditions:**

### **(a) Voluntary Resignation**

i. Personnel wishing to resign from post may do so by giving a resignation letter to the Executive Director stating the reasons for resignation and effective date of the same. Two months of prior notice is required for such resignations.

ii. The date in which the resignation letter is received at the NGO office is considered the date on which notice of resignation is given. Failure to provide sufficient notice may be ground for forfeiture of all accrued employee benefits.

### **(b) Redundancy of the Position**

Depending on the nature and volume of its operation, NGO may declare certain positions redundant. Persons occupying those positions will therefore be forced to be separated from NGO with proper notice. While doing so, NGO will give at least 2 months notice in advance.

### **(c) Termination with Cause Grounds for employee termination are the following:**

- i. continuing inefficiency and gross negligence of duty.
- ii. fund embezzlement.
- iii. Misuse of office equipment, and other properties.

- iv. repeated unauthorized absences and leaves
- v. intoxication while on official business or within office premises
- vi. unauthorized disclosure of official information

#### **(d) Retirement**

When an employee reaches the age of retirement, according to the country's law, the employment relationship comes to an end. NGO shall notify the employee by letter, stating the date the employment terminates.

The retiring employee shall receive salary up the date of departure and other allowances such as the Provident Fund, as specified in his/her agreement after clearing all debts/advances and other commitments including official handing over of office records.

#### **(e) Death**

When an employee dies, his/her salary and benefits will automatically be paid to his/her legal heirs through bank transaction after obtaining necessary legal records.

### **1.10.2 Procedures for Termination and/or Disciplinary Action**

- i. RCPDS will ask the employee for a written explanation on the offense deemed committed by the employee concerned, identifying the charges against him/her and the particulars of the facts relied upon to [support](#) it. (RCPDS policy papers specific to finance, child protection, etc will serve as benchmarks)
- ii. The employee is given 3 working days to submit his/her explanations.
- iii. Based on the written explanations submitted by the employee concerned and the strength of evidence presented, RCPDS may choose to decide on the charges or pursue further investigation of the case.
- iv. RCPDS can, shall it feel necessary to, suspend the employee in question from duty during the period of investigation subject to the following conditions:
  - a. should the employee be in a position to tamper with the evidence against him/her.
  - b. should the employee's continuing presence in the organization be deemed inimical to the interest of the organization.

### **1.11 Conflict Management**

#### **1.11.1 Conflict Resolution**

Whenever a dispute arises among the staff, it shall be resolved in a constructive manner, i.e. the solutions shall lead to positive changes. Employees who feel unfairly treated or who have complaints about a situation or about working conditions should notify the Executive Director immediately.

### **1.11.2 Staff Behavior**

RCPDS expects its employees to adopt attitudes and behaviour that maintain the good image of the organization. NGO employees shall display an exemplary level of professionalism and integrity.

Furthermore, besides the usual rules every good employee needs to follow (respect, courtesy, punctuality), there are particular code of conduct and procedures for financial integrity and accountability for members of the organization which must be observed.

#### **(1) Political Activities**

Since RCPDS is a non-political organization, employees shall not participate in activities of a purely political nature on work premises or during working hours. It is also prohibited to use the organization's materials for these purposes.

#### **(2) Discrimination and Harassment**

Under the principles established by RCPDS, no employee, man or woman, has the right to put pressure on another, make intimate advances, give preferential treatment or show sexual favouritism at work.

#### **(3) Conflict of Interest**

To avoid putting themselves in a conflict of interest with the objectives and operations pursued by RCPDS, employees shall respect the following guidelines:

It is prohibited to use RCPDS property for illegal or unauthorized purposes.

It is prohibited for any employee having confidential information to disclose it without express authorization beforehand.

Employees cannot at any time accept a job from another employer if this job interferes with their work schedule and their duties and responsibilities.

Employees shall avoid putting themselves in situations where they may gain profit or derive direct or indirect interest by influencing a contract award.

Employees cannot solicit or accept tips, gifts, favours or other forms of gratuities for services rendered or required to be rendered in performing their duties within the organization.

### **1.11.3 Grievances**

If an employee feels unfairly treated by circumstances that infringe on his/her rights or change his/her employment conditions, he/she should discuss the situation with his/her immediate supervisor. If, after the matter has been discussed and corrective measures taken, an employee feels it has not been satisfactorily settled, he/she can submit a grievance to the Executive Director, who will discuss and provide appropriate solution. All grievances shall be handled internally because there is no recourse to external mediation or arbitration.

## **1.12 Performance Assessment and Capacity Building**

### **1.12.1 Performance Appraisal System**

The performance Appraisal system is a means by which RCPDS can increase its efficiency and that of its employees. The purpose of the system is for the organization to fulfil its mission by attaining its objectives and for employees to grow and feel fulfilled through proactive performance supervision.

The system enables, among other things, the harmonizing of individual employee objectives with those of the organization, the measuring of employee potential and work performance and the support of employee improvement by working with them on their development needs.

The annual performance evaluation seeks specifically to:

- promote communication between employees and their supervisors;
- clarify expectations concerning objectives and performance;
- improve employee performance through on-going monitoring and feedback;
- assess and reward individual performance;
- allow employees to express their career aspirations.

The performance evaluation focuses on the individual employee in relation to the tasks and responsibilities assigned to him. It is not necessarily a comparison of one employee's performance with that of another. Thus, the employee's work performance will be assessed in relation to absolute procedures, that is, according to the evaluator's performance criteria and not according to relative procedures.

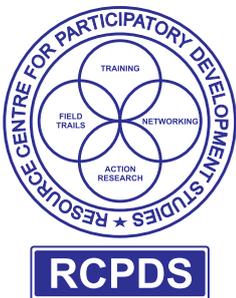
The performance evaluation also allows RCPDS to assess the quality of human resources in their department or organization, note important information concerning expectations and needs and clarify decisions concerning transfers or work assignments.

### **1.13 Bond**

As part of the staff and organizational development activities, RCPDS may at times decide to send a designated staff for trainings and/or further studies both abroad as well as at local level. As per the provisions RCPDS will bear the full/partial costs of the trainings for this. However, the designated staff sponsored for the trainings/studies is required to sign a bond with RCPDS that requires him/her to complete the full tenure of working with the organization.



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Please send your comments to  
Project Director

**RCPDS**

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*This policy due for review during 2015*

Designed by:

Documentation Division **SPEECH**

