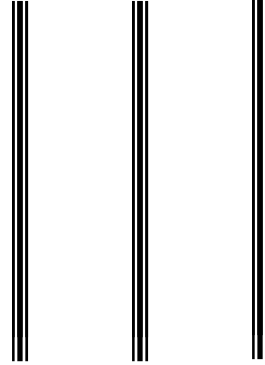
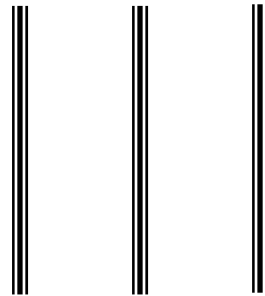


SHARE AND CARE NEPAL
Lalitpur



Personnel Management Policy
(Employment Policy)
2057 (2001)



(Ratified by the General Assembly on 14th July 2004) (30th Ashar 2061)

(Unofficial Translation)

Share and Care Nepal
P.O. Box: 10657
Kathmandu

Table of Content

CHAPTER 1: OBJECTIVE.....	2
CHAPTER 2: DEFINITIONS AND INTERPRETATION.....	2
CHAPTER 3: APPOINTMENT PROCEDURE.....	2
CHAPTER 4: APPOINTMENT OF EMPLOYEES	3
CHAPTER 5: INTERNAL TRANSFER	5
CHAPTER 6: EMPLOYEES' TRAININGS AND CAREER DEVELOPMENT	5
CHAPTER 7: CLASSIFICATION OF DUTIES	5
CHAPTER 8: EMPLOYEE'S ASSESSMENT AND PERFORMANCE.....	6
CHAPTER 9: PROMOTION AND CHANGE IN LEVEL	6
CHAPTER 10: DUTY HOUR.....	6
CHAPTER 11: SALARY AND ALLOWANCES	8
CHAPTER 12: LEAVE AND HOLIDAYS	11
CHAPTER 13: PROVIDENT FUND	14
CHAPTER 14: MEDICAL TREATMENT	14
CHAPTER 15: CONTRACT COMPLETION PAYMENT	15
CHAPTER 16: TRANSPORTATION FACILITY IN EMERGENCY	16
CHAPTER 17: RETIREMENT.....	16
CHAPTER 18: SATISFACTORY JOB PERFORMANCE	17
CHAPTER 19: EMPLOYEE'S MISCONDUCT	17
CHAPTER 20: EMPLOYEES' RECORDS.....	20
CHAPTER 21: COMPLAINT AND APPEAL	20
CHAPTER 22: PROPERTIES OF ORGANIZATION.....	21
CHAPTER 23: AMENDMENT	21

Chapter 1: Objectives

- 1.1 This Personnel Management Policy has been prepared to help achieve the objective of the Organization directing the employees appointed by Share and Care Nepal and the Administrative Work procedure.
- 1.2 This Policy shall apply to all the programs of Share and Care Nepal.
- 1.3 The Executive Director shall be responsible for implementation of the policy.
- 1.4 This policy shall be called "Personnel Management Policy 2060." The policy shall after prepared by the Executive Committee of Share and Care Nepal and passed by the General Assembly, be implemented.

Chapter 2: Definitions and Interpretation

- 2.1 "Policy" shall mean the "Personnel Management Policy – 2060" prepared to operate programs and project of Share and Care Nepal.
- 2.2 "Regulation" shall mean the rules and by-rules prepared subject to the policy.
- 2.3 "Organization" shall mean Share and Care Nepal.
- 2.4 "Executive Committee" shall mean the Executive Committee of Share and Care Nepal."
- 2.5 "Program" shall mean any Program of Share and Care Nepal.
- 2.6 "Employee" shall mean the employees appointed by Share and Care Nepal in accordance with this policy.
- 2.7 "Staff" shall mean any person engaged by the organization in any work in any capacity, whether as skilled or unskilled, technical or clerical, full time or part time, managerial or supervisory in any site or section, for whose services remuneration is paid by the organization in pursuance of any agreement for such payment. Any person whose services are temporarily loaned to the Organization.
- 2.8 "Managing Committee" shall mean the Managing Committee constituted in accordance with the Program.
- 2.9 "Personnel Committee" shall mean the Personnel Management Committee of Share and Care Nepal.
- 2.10 "PMC" shall mean project management committee.
- 2.11 "IMC" shall mean internal management committee.
- 2.12 "Habitual" means commission or omission of any act for minimum of three times.

Chapter 3: Appointment Procedure

- 3.1 A formal process is to be applied to employ the employee. All appointments are to be made by the IMC after the due process of selection on the basis of approved post list by Executive Committee.
- 3.2 While selecting the employee, there will not be discrimination on the basis of caste, ethnicity, religion, language, sex, class etc. Though, priority will be given on the basis of professional experience according to the post.
- 3.3 Employee selection committee can determine the necessary qualification (competencies) for the employee and steps of selection by consulting with the Internal Management Committee of the organization. In the application, an interview, written test training, practical test etc. methods may be used.
- 3.4 Any new employee will be appointed only after having joint signature in the official service contract paper by the employee taking the appointment and the authorized officer on behalf of Share and Care Nepal. The officer should make clear to the nearly appointed employee, the criteria mentioned in the contract paper.

- 3.5 No close relative of any employee will be selected to work within the same program but not in direct supervision. Close relative means husband, wife, brother, sister, son, daughter, father, mother, brother-in-law, sister-in-law, daughter-in-law, son-in-law etc.
- 3.6 The applicant will be appointed on the basis of his/her “proof of release” letter from his/her previous office.
- 3.7 Generally, candidates will not be paid for the interview but if he is invited for final selection and if the candidates need to visit any special places as per request of program unit or if the candidate is invited for the second time interview, S/he will be refunded the travel cost. No air ticket will be paid, but the fare will be refunded for other suitable means of transport.

Chapter 4: Appointment of Employees

- 4.1 Candidates selected as per the employees selection process shall be appointed by the Executive Director. In their act of appointment both sides, the appointee and the official of the program shall sign the contract paper.
- 4.2 Chairman of the Organization shall appoint the Executive Director whereas the Executive Director shall appoint the other employees.
- 4.3 Types of Appointment:
 - 4.3.1 Program bond Contract
 - 4.3.2 Time-bond Contract
 - 4.3.3 Daily wages
 - 4.3.4 Specialist
 - 4.3.5 Volunteer
- 4.4 The probation period for both the program-bond contract and time-bond contract employee shall be of three months. After the successful completion of the probation period, the employee shall be the member of the Provident Fund.
- 4.5 The contract made for a certain period of time shall be of six months and the contract period shall be extended as per the work performance. The employee appointed under this type of contract shall be granted leave facility but not regular allowances (educational allowance, out-district allowance, village allowance). Provided that, 20% of the existing salary shall be granted. The employee with contract of one year or more shall receive the regular allowances.
- 4.6 If the employee's work performance during probation period is not found satisfactory, the contract for the remaining period shall be cancelled.
- 4.7 The employee on the probation period shall enjoy the facilities as specified in this policy.
- 4.8 In case an employee has to work as an acting director s/he shall have to inform the concerning persons about his/her temporary function. Program Administration or any senior official shall give the letter, mentioning the role, responsibility and authority and extra remuneration, if any, to the employee who works for him/her on the acting basis.
- 4.9 The Government of Nepal's civil servants who are on leave without pay shall be appointed on the contract basis. However, they shall not be appointed for the program-bond contract.
- 4.10 Foreign expatriates from partner agencies are allowed to work in agreed program of the organization, provided that, their remuneration and other facilities shall be determined and borne by the concerning partner agencies.
- 4.11. Staff Orientation

The new staff joining the Organization/Project shall be given orientation on the followings:

- a) The Vision, Mission and Values of the Organization
- b) The Aims and Objectives of the Organization
- c) The working methodology of the project and areas of operation;
- d) The Organization's Development Approaches
- e) To determine that every employee has understood his/her roles and responsibilities in compliance with the organization.
- f) Encourage to be accountable to his/her responsibility within his job assignments.

It will be appropriate to welcome to the person joining the organization and introducing to the staffs and other concerned persons so that majority of the people know about the joining of the new staff. Every effort should be made to facilitate personal and cultural adjustment of the new staff.

4.12. Confidentiality

All staff including probationers and trainees shall maintain confidentiality of all information pertaining to the internal and external functioning of the organization. The divulging of information gained while in service to outsider, which is likely to harm the good reputation of any individual, or Organization may be liable for disciplinary action.

4.13. Job Description

The staff will be provided with a written job description or description of duties. In this, working duty, accountability, staff supervision and reports are mentioned. The performance review of the staff will be done on the basis of how responsibilities have been carried out by the staff in a given job description. The job description will contain required knowledge, attitude, skills, experience and qualification

4.14. Change of job assignment

In the overall interest of the organization, all staff members are required at any time to assist in any work and to accept any change of job assignment to meet the needs of the organization.

4.15. Staff Code of Conduct

- My work will be my vocation, and the needs and interests of the community will be my first consideration. I will serve the community with dedication and perform my service with my whole heart, soul and mind.
- I will not work for my own self-interest, but rather for the interest of the community and my organization in performing all my duties and responsibilities.
- I will demonstrate the value of love, concern, empathy, sincerity and courtesy in all my actions and in service to humanity.
- I will respect the right of the community to determine its own future direction and destiny, and the right to define its own needs, as it perceives them.
- After inviting full participant, together we will define the community goals and work to achieve them by getting things done through willingly, dedicated purpose that has specialized skills.
- I will respect a democratic leader, who gives responsibilities and shares knowledge so as to empower the community, leading to self-reliance, independence and sustainability.
- I will respect the culture, tradition, religions, and languages of the communities I work in, and help them identify what is valuable in their culture and traditions and should be honored and preserved.
- I will make effort to understand them, to be understood to treat all equally.

- I will work hard, be disciplined, punctual, patient, honest and trustworthy in all my service in the community.
- I will demonstrate simplicity in approach by promoting the use of local resources as much as possible and I will demonstrate simplicity in my actions, speech and appearance.
- I will respect the secrets, which are confined to me and keep all private information absolutely confidential.
- I will be an example to other by following this code of conduct and by doing all my work to the **Glory of God**.

Chapter 5: Internal Transfer

- 5.1 The employees working at any team, unit or program could be transferred, without any effects on facilities, to any team, unit or program, for similar or different functions. In this process, concerning Supervisor and Internal Management Committee shall decide after necessary discussions. Likewise, for the transfer of the employees of level 8 or higher than level 8, the Executive Committee shall, on recommendation of the Internal Management Committee, take decision.
- 5.2 While transferring the employees from one program to the other, if the residence itself has to be changed, the employee's shall be granted a two day leave apart from the time taken to travel to the transferred place.

Chapter 6: Employees' Trainings and Career Development

Staffs working with the organization are the most precious resources. The staff development will be done as follows:

- 6.1 Staffs will be encouraged to develop positive attitudes towards the work.
- 6.2 The staff will be provided an opportunity to develop professional knowledge, skills and competencies by arranging training, seminars, workshops, and visits etc. to carry out the given responsibilities and perform a high standard of work.
- 6.3 The program will manage the expenditure according to the plan for skill development of the Staff of the organization and programs of the organization.
- 6.4 Staff training and personal development will be decided on the basis of staff job description and work performance.
- 6.5 Methodology of staff Training and Development
 - a) Organizing workshops, Seminars, providing literature and personal initiative,
 - b) Upgrading academic qualifications, providing opportunities of admission in academic institutions - either regular course or through correspondence,
 - c) Study and Exposure visits and also on-the-job learning

Chapter 7: Classification of Duties

- 7.1 There are altogether 15 levels in which level 1 shall receive the lowest remuneration. Duties have been classified on the basis of the nature of work and responsibility.

- 7.2 The employees shall, while being assigned the duties, be given the detail job description in writing. The duties, responsibilities, skills, staff supervision, and report of the concerning person are mentioned in the contract document.

Chapter 8: Employee's Assessment and Performance

The purpose of a performance review is to periodically review the work performance of the staff and identify the strengths and the weaknesses of the staffs and initiate process of staff development.

- 8.1 The major ground of the work progress of the concerning employee shall be the degree of duties and responsibilities s/he has discharged as per the job description.
- 8.2 The annual assessment of the job performance of every employee shall be in writing. The concerning supervisor shall have to make assessment discussing with the concerning employee and a senior Supervisor shall have to grant approval. The Chairman shall assess the Executive Director's job performance in which the Executive Committee shall have to grant approval.
- 8.3 Annual assessment shall be the basis of the review for promotion of the employee.
- 8.4 Documents related to the assessment of the employee shall be kept safely in the personal file of the employee.
- 8.5 The assessment of that working period shall be the basis to extend or terminate the contract of the employee after probation period.

Chapter 9: Promotion and Change in Level

- 9.1 The bases of promotion and change in position shall mainly be the assessment of job performance, growing responsibility as well as skills and abilities.
- 9.2 Up to level 12, the Executive Director, as per the decision of the Managing Committee and for the level 8 and higher than 8, the Executive Committee on recommendation of the Personnel Management Committee, shall promote the employees on the basis of qualifications for the level.
- 9.3 The employee shall be promoted up to maximum of 1 level at a time and if it is essential then and decided by Executive Committee (Post Criteria)
- 9.4 While being promoted at least 10% of the employee's existing salary shall be increased.
- 9.5 Change in level: the level of the employees shall be changed. If;
- a. promoted
 - b. demoted
 - c. it is necessary to change the level due to amendment. Provided that the salary of the employee shall remain constant even though the level is changed.
- 9.6 The demoted employee shall not receive the existing salary and facilities. The salary and facilities of the level fixed after demotion shall be provided to the employee.

Chapter 10: Duty Hour

- 10.1 The duty hour of 5 days a week has been specified for the employees.
- 10.2 Office hour shall be from 9 am to 5 pm. However, the employees shall, to accomplish the task specified in the contract documents, work any time as per their convenience. A

45 minute lunch time has been specified. Provided that for the staff working in the field the duty hours and days might be different that does not affect the 40 hours/week of work.

10.3 Time of work for the senior Employees.

- 10.3.1 The employees working in level 8 or above shall be considered the senior employees. All the senior employees shall formulate the time of work so as to accomplish the task specified in the proceeding.
- 10.3.2 The senior employees shall, being present in the office in time, work as model to accomplish their task and to inspect the employees working under them.
- 10.3.3 Level 8 or above, are considered senior staff in using work time. The senior staff should manage their time to complete work according to the job description and additional responsibilities.
- 10.3.4 The senior staff should work as a model attending the office punctually to supervise subordinates and to complete their responsibilities.

10.4 Additional Time

- 10.4.1 In case of overtime duty, the employee shall be made to work as per their wishes, provided that, the overtime duty shall not generally exceed 40 hours in a month. However, under extra-ordinary circumstances overtime duty could be extended as per the understanding between the Program Supervisor and the employee.
- 10.4.2 A four day compensation leave in a month could be taken for the overtime duty. Provided that for the overtime duty without the permission of the Program Management, compensation leave shall not be granted.
- 10.4.3 The decision on whether to grant compensation leave or to make payment shall be taken by the program management.
- 10.4.4 If compensation leave instead of an amount is to be granted for the overtime duty, the compensation leave at the rate of 1 hour per one hour overtime duty shall be granted. And the compensation leave for the overtime duty shall have to be used within a month.
- 10.4.5 If an employee has worked or traveled on a holiday, s/he shall be granted a compensation leave of maximum of 8 hours a day and the regular allowances shall also be granted.
- 10.4.6 If the Program Officer defined by the administration and senior employees work on a holiday, they shall be granted compensation leave but not the amount.
- 10.4.7 The program administration shall assess the overtime duty of the employee.

Chapter 11: Salary and Allowances

Staff salary and other allowances will normally be paid monthly according to the scales approved by the executive committee of Share and Care Nepal. Starting salary scale will be according to fixed level. (FY 2008/09)

Level	Basic Salary	Yearly Increment Rate
1	5,031	116
2	6,045	130
3	7,053	145
4	8,181	176
5	9,419	191
6	11,777	252
7	14,105	274
8	16,647	328
9	19,471	388
10	22,593	451
11	26,021	519
12	31,172	627
13	37,271	756
14	44,714	902
15	50,369	1,008

- 11.1 Salary could be increased annually taking allowances, dearness, inflation, and other bases in consideration.
- 11.2 The Executive Committee shall review salary and other allowances every year.
- 11.3 After the successful completion of 1 year, the employee with the beginning of the financial year shall be granted the first annual increment.
- 11.4 Work performance and the additional responsibilities discharged by the employee shall be the basis of annual increment.
- 11.5 Maximum of 25 annual increments in the whole program period shall be granted to the employee so as not to grant more than 5 increments at a time.
- 11.6 The employee shall receive the salary in the last week of every month.
- 11.7 In case the payment per hour is to be made, the Program Management shall, making calculations of 173 hours per month, make the payment.
- 11.8 The employee shall receive the following benefits and allowances as per the type of appointment.
 - 11.8.1 Out-district Allowance: The organization shall provide out-district allowance to the employee whose home does not lie in the district where the Organization is run. Provided that the employee of level 1 to 2 have been considered local staff thus shall not be provided out-district allowances. The rate of the out-district allowance considering the various constraints shall be varied.
 - 11.8.2 Cash Allowances: Those employees who are responsible to handle cash shall be provided this sort of allowance as per stated below.

For more than Rs 20,000.00	transaction per day	Rs 517
For Rs 10000.00 to Rs. 20,000.00	transaction per day	Rs. 353
For upto Rs 10,000.00	transaction per day	Rs. 230

11.8.3 Festival Allowances: All the contract employees shall be provided with Festival allowances equivalent to the existing salary of a month. Allowance of this sort shall, including the period of the current financial year, be granted collectively in the month of Bhadra. If an employee has worked for less than 12 months of one financial year, s/he shall receive the autumn allowance on the basis of the proportion of the time s/he has worked.

11.8.6 The Employees' Movement for Service: In case the employees, in terms of work, require moving to a district different from their workplace, they shall be provided with the following Traveling Allowances:

For Kathmandu	NRS 209.00 (only fooding)
Kathmandu Valley	NRS 390.00 (lodging and fooding)
Rural Areas	NRS 572.00 Other districts (Outside own project area)

Travel in India (Overnight Allowance) :

If an employee's work responsibilities involve travel to India an allowance per night will be paid (in lieu of overtime pay) in order to compensate for possible involvement in work, personal inconvenience and the extra cost of food and lodging compared with home.

The rate will be:

Class A cities	INR Rs 1,830	
Elsewhere	INR Rs.1,220	
In Transit of Travel	INR Rs. 610	(on board air/train)

(A separate agreement will be drawn with the individual regarding travel expenses)

Class A cities: - Bangalore, Mumbai, Calcutta, Delhi, Chennai.

11.8.7. The employees shall, to travel to the places as mentioned in 11.10 have to use the means of transport as cheap as possible. After the travel, the employees' shall claim the travel account.

11.8.8. The employees' shall, before they travel, fill up the Travel Order Form and have to receive the approval from the supervisor whereas they shall have to fill up Travel Claim Form and get it attested from the supervisor to claim the travel expenses.

11.8.9. In the above mentioned condition, the employees' shall, if go out of the workplace and return, be given RS 150.00 as food expenditure for the day. Provided that the employees' who get daily allowances shall not be provided with food allowances.

11.8.10. Living Maintenance Allowance

Normally this allowance is given to all staff 15% of Basic Salary to maintain their living costs and housing.

Sindhupalchowk	20%
Kavrepalanchowk	20%
Makawanpur	20%
Kathmandu Valley (Outside Ringroad)	20%
Lalitpur	15%

11.8.11. Village Living Allowance

This is to be paid to employees whose primary place of assignment is in the villages outside the District Administration Centre. It is paid to cover all work performed within the primary place of assignment including walking. This Allowance will be paid on the

basis of primary place of assignment, regardless of where the employee's residence may be.

- Nanglebhare, Lapsephedi and Suntole VDC 7%
- Dakcchinkali, Seshnaryan, Setidevi, Chalnakhel, Chhaimale, Talku- Dundechour, Chhampi and Dukuchhap 5%
- Bhotechaur VDC of Sindhupalchok district 10%
- Sindhukot VDC of Sindhupalchok district 12%
- Haibung VDC of Sindhupalchok district 15%
- Baluwapati VDC of Kabhreplanchok district 7%
- Manahari, Padampokhari, Basamadhi, Hatiya, Churiyamai,
 - Ratomate, Bhainse and Harnamadhi VDCs of Makwanpur district 10%

11.8.12. Acting Responsibility Allowance

This allowance is given in recognition of temporary responsibility. When acting for another employee at a higher salary level for more than 5 working days, the acting employee will receive an allowance of 10% of his/her present salary for days acting. This will be effective from the date the "acting" responsibilities are assumed.

11.8.13. Allowance for Special Assignments

(i.e. meetings or seminars outside Nepal and India):

Actual expenses incurred for hotels, travel, food, etc., at a standard equivalent to YM/YWCA levels will be reimbursed against bills. The Finance Director is to satisfy himself/herself as to the amount to be reimbursed.

11.8.14. Child Education Allowance

A Child Education Allowance may be given under the following conditions:

- a. This allowance will be for Project Bound Contract/Yearly Renewable Contract employees only.
- b. Allowance will only be given for employee's own children or those officially adopted. Written proof (of the latter) is required.
- c. Children eligible must be educated in age order. (i.e. A girl child cannot be skipped in order to educate a boy in preference).
- d. The allowance will be given for up to 2 children per family at any time. (When one child graduates or reaches the maximum age, another can then be counted).
- e. There must be proof that the child (ren) is/are attending school. This can be an annual school report. The project is responsible to monitor this.
- f. The allowance will be paid from when the student has completed 3 years (36 months) until S/he writes **Ten Plus Two/Proficiency Certificate** or reaches 20 years of age (240 months), whichever comes first.
- g. No allowance will be paid if a child is receiving any scholarships funded by Share and Care Nepal. Such a scholarship will be in lieu of one child's allowance.
- h. Under current Nepali tax laws this allowance must be considered as taxable income.

In each project location the project management has the authority to fix the education allowance rate at an appropriate level up to a maximum of **Rs. 1,069** per child per month.

11.8.15. Benefits

- a) Personal supplies: Each staff will receive basic personal supplies such as field bag, umbrella/raincoat, sleeping bag, torchlight, brochure, diary and other necessary items such as first aid kit at the beginning of appointment. Every staff must carry necessary items in provided bag in every official travel.
- b) Training Materials: Project staffs are encouraged to develop relevant training materials. Such expenses will be reimbursed by the organization. This Material also depends on nature of the projects.
- c) Official Telephone Calls: Actual bills for official telephone calls will be reimbursed to the employees.
- d) Motor Fuel: All IMC members will be provided motor fuel for car/jeep 60 liters and for motorcycle 15 liters per month, and will be subjected to tax.
- e) Motor Driving: All IMC members are allowed to drive office vehicle with valid driving license
- f) Office Vehicle Use: All Share and Care Nepal employee can use office vehicle for his/her personal use. This can be done with prior booking at Central Office. The rates are as follows:
 - a. Vehicle: Total mileage: fuel cost per litre/ 9 (km per litre) + 150% (maintenance charge) + driver's DA = Total payment.
 - b. Motorcycle: Total mileage: fuel cost per litre/ 40 (km per litre) + 50% (maintenance charge) = Total payment.
- g) This cost recovery rate will be to cover mileage, maintenance plus the driver's expenses, therefore, subject to change as appropriate, which will be notified to the programs through the administrative section.

Car	Rs. 22 per km
Jeep	Rs. 16 per km
Motorcycle	Rs. 4 per km

For Jeep/car booking has to be made prior 1 week ahead. The user while using vehicle at out of office time and weekend should pay the driver's extra remuneration.

Rate:

Rs 40 per Hour

Rs. 370 per day (If time exceeds 4 hours)

Chapter 12: Leave and Holidays

Generally leave is ordinarily granted in accordance with the following rules. The authority competent to grant the leave is the Executive Director or his/her delegate. They may revise or revoke any leave except sick leave and maternity leave of any employee if an exigency of work requires such course. In case of non-availability of leave sanctioning authority, the immediate superior officer may, sanction, refuse or revoke leave.

12.1 Share and Care Nepal staff gets the following leaves:-

- a. Annual Leave
- b. Sick Leave
- c. Maternity Leave
- d. Mourning Leave
- e. Leave without pay
- f. Public Holidays/Festival leave
- g. Compensation Leave
- h. Study Leave
- i. Special Leave

- a) Annual Leave:
The employee will receive 20 days annual leave. This leave should be used by within the fiscal year. In special cases the leave may be extended for up to 1 month and maximum 10 days may be taken.
- b) Sick Leave:
The employee will receive sick leave 80 hours or 12 days per year with pay. If this leave is not used then up to 800 hours may be accumulated.
- a. Sick leave shall be granted only if certified by an authorized doctor of the project or by a registered Medical Practitioner if the employee is ill outside of the project.
 - b. Grant of sick leave to an employee who is out of station is the discretion of the leave sanctioning authority even if the leave application is supported with a medical certificate.
 - c. Any employee joining service during the leave year shall be eligible for sick leave proportionate to the remaining period of the year for which S/he is employed.
 - d. Any employee ailing from a contagious or infectious disease shall on the advice of the authorized project doctor be sent on compulsory leave. If any annual leave and sick leave is due to him the same will be adjusted in accordance with the leave rules of the project. If no leave is due, the same will be treated as leave without pay.
 - e. At the termination of employment the employee will receive the full wages for the period of leave that is due to him/her.
- c) Maternity Leave:
- a) Female staff working in the program shall get maternity leave up to 2 deliveries (2 times) 12 weeks in each time. All leave except Annual and Sick Leave are included in the Maternity Leave.
 - b) Male Staff will get 5 days paternity leave for caring. That staffs, who is taking the maternity leave, should inform the supervisor before 5 months. And the male staff should inform the supervisor before 1 month taking such leave.
 - c) Female staff shall be entitled to work three weeks before and nine weeks after confinement, if she desire to have less than three weeks prior to the confinement and joins duty earlier with the doctor's approval, this may be permitted.
 - d) Maternity leave may also be granted in case of miscarriage including abortion, subject to the condition that the leave does not exceed six weeks
 - e) Maternity leave may be combined with annual leave and earned leave
- d) Mourning Leave:
Staff will get 15 days Mourning Leave if S/he has to be involved in mourning process as per their culture, religion and tradition. 7 days leave shall be granted if s/he won't be involved in mourning process directly. In the death of Father in law, mother in law for the male staff mourning leave shall be allowed when death of blood related family occurs such as parents, sibling, grandparents etc. If other leaves falls during this period they are adjusted with this leave. In case of the death of an employee's legal child, 7 consecutive days leave with pay shall be entitled to perform rituals (Kiriya).

e) Leave without Pay:

- a) In exceptional circumstances leave without pay may be granted when no other leave is admissible.
- b) When an employee is to remain absent from duty and leave of any kind is not due to him, he may be sanctioned leave without pay at the sole discretion of Management to a maximum of 10 days in a leave year.
- c) In the event of leave without pay exceeding 10 days in a calendar year, proportionate deduction will be made in all other kind of leave.

f) Public Holidays/Festival Leave

All employees are entitled to eight Public/Festival holidays

- | | |
|---------------------------|-------------------------------|
| 1) Dashain | 5 days (From Fulpati) |
| 2) Tihar | 3 days (As per the calendar) |
| 3) Republic day | 1 day (15 Jestha) |
| 4) Christmas day | 3 days (December 24, 25 & 26) |
| 5) Good Friday | 1day (As per the calendar) |
| 6) New Year Day (Nepali) | 1 day (Baishakh 1) |
| 7) New Year Day (English) | 1 day (January 1) |
| 8) Democracy Day | 1 day (Falgun 7) |
| 9) Loktantra Diwas | 1 day (Baishakh 11) |
| 10) Fagu Purnima | 1 day (As per the calendar) |

g) Compensation Leave:

If any staff have to work in holiday, compensation leave can be given but it must be approved beforehand. Such compensation leave shall not be more than 4 days in a month. It should be used within a month otherwise automatically lapsed.

h) Study leave:

Study leave is applicable in special cases to those members of project staff who have completed at least two continuous year of service. Study leave can't be claimed as a matter of right.

a) Un-sponsored study leave:

Un sponsored study leave may be granted to those who intend to return to the project, after the study, on the same post. No financial help and salary will be given. Any kind of benefits and leave will not occur on the project record during the period. But a scholarship may be considered from other funds.

b) Sponsored study leave:

- a) Sponsored study leave may be granted to those who intend to return to the project after the study on the same post. No financial help and salary will be given the candidate should sign a bond to serve the project for a definite period after completing his/her studies.
- b) Immediately on joining after the successful completion of the course the employee's salary shall be revised. On this matter the decision of the management shall be final.
- c) Sponsored study leave will be without pay but an employee who is sponsored for study by the management may be paid salary as per the decision of the management.

- d) During the study leave period, any kind of leave will not occur on Project record.

i) Special leave

Whenever an employee is required to attend a conference, meeting, and seminar. Public workshop or for any other purpose which his name has been recommended/sponsored by the Management, such absence shall be considered as special leave with full pay.

12.2 Leave Rules

- 12.2.1 Leave will not be deemed to have been granted unless sanction is given. An employee absenting himself/herself when leave is not sanctioned will be marked absent and will not earn salary for the period of absence. Further S/he renders himself/herself liable for disciplinary action.
- 12.2.2. All leave must be applied through the prescribed leave application form.
- 12.2.3. The leave application must be submitted to immediate supervisor for approval.
- 12.2.4. When the employee applies for leave up to three days, the leave application has to be submitted 24 hours in advance, if the leave period is more than three days, the application should be submitted 7 days in advance for approval.
- 12.2.5. In case of annual leave exceeding 15 days the application must be submitted 30 days in advance, however, in emergency, this may be relaxed depending upon the merit of the individual case.
- 12.2.6. No leave will be considered as granted unless a leave pass to this effect has been issued to the employee by the sanctioning authority. In case the leave is not sanctioned the employee concerned will be informed of it.
- 12.2.7. Normally extension of the leave is strongly discouraged. Request for extension if required should be sent in writing to reach the sanctioning authority before the period of leave originally sanctioned expires.
- 12.2.8. Leave of any kind is not granted for less than 4 hours (1/2 day).
- 12.2.9. Every employee proceeding on leave must leave behind his/her address while on leave to facilitate communication the event of an emergency.
- 12.2.10 An employee as a right can't claim leave.
- 12.2.11. The entire record of leave and holidays shall be kept by the Finance and Administration and concerning Supervisor. In case a staff has to be on leave, the leave, except festivals and regular holidays, filling up the leave form, shall have to be sanctioned. The format of leave form has been mentioned in clause -1.

Chapter 13: Provident Fund

- 13.1 Any employee working on program-bond contract shall, after the completion of probation period, be the member of the Provident Fund. The program shall deduct ten percent of the employees' salary and deposit it together with an equal amount in the Citizens' Investment Trust.
- 13.2 Amount deposited in the Citizens' Investment Fund shall be in accordance with the policies and rules of the Trust.

Chapter 14: Medical Treatment

- 14.1. This is a fund managed by Share and Care Nepal for the welfare of its employee and the services will be provided as per the mentioned conditions of the plan.

- a. To receive the service the employee should have a membership. The money will be deducted monthly from salary.
 1. Membership for the employee - 0%
 2. Membership for spouse – 1%
 3. Membership for children under 20 years – 2% for more than one children
- b. The members of the fund may receive treatment in the following centers:
 1. Local Health Post and Sub Health Post.
 2. Primary Health Care Centre
 3. All government hospitals
 4. Appropriate clinics and private hospitals– examination done by NMC Registered Doctors’
- d. Each member will receive treatment equal to a maximum Rs. 8,000/- in a fiscal year. The bill of the treatment should be submitted for the reimbursement.
- e. The refund is not available for the following:
 1. Eye glasses
 2. Artificial teeth
 3. Crutches
 4. Gold or silver teeth
 5. Beauty treatment

14.2. **Accidental Insurance Policy**

- 14.2.1. Share and Care Nepal will provide accident insurance for its employees for any accident that may occur at any time (besides the daily wages workers).
- 14.2.2. The insurance amount per staff is Rs. 200,00.
- 14.2.3. If accidents take place during work, additional facilities will be provided. If accidents happen in work or if attacked, Share and Care Nepal will provide treatment cost and paid leave up to 3 months (without deducting the annual or sick leave) will be provided if the employee is not fully recovered. The employee’s provident fund will not be affected.
- 14.2.4. If staff died by the political unrest or security incident and if proved that the cause of death is political unrest, Share and Care Nepal will claim for compensatory payment from Insurance Company.

Chapter 15: Contract Completion Payment

- 15.1 Contract employees who fulfill the conditions as specified in the employment contract of Share and Care Nepal shall receive contract completion amount.
- 15.2 The amount shall be 7% of the total salary of the entire period of contract.
- 15.3 While defining the period of contract, the date of enforcement of contract shall be the starting date and the date of termination of contract shall be considered the end.
- 15.4 In case an employee expires, the person desired by him/her or the immediate heir shall receive the amount.
- 15.5 The employee shall have no right to claim the amount of contract accomplishment unless the contract is over or s/he retires from the service. There shall be no facility of loan on the amount of contract accomplishment.
- 15.6 In case an employee, with information as determined in the contract of appointment, cancels contract before fulfilling the conditions, s/he shall, on the basis of the completion of the contract period, be paid.
- 15.7 The employees shall not receive the amount of contract accomplishment in the following circumstances.

- 15.7.1 If s/he resigns form office without information as specified in the appointment contract.
- 15.7.2 If s/he has been imprisoned after found serious accusation or offensive crime.
- 15.7.3 If s/he violates the terms and conditions of the contract.

Chapter 16: Transportation Facility in Emergency

- 16.1 In case any employee, whether in office time or any other, falls seriously ill and is unable to visit hospital alone, the Project Management shall provide transportation and other assistance as per need to rush him/her to nearby hospital in time.

Chapter 17: Retirement

17.1 Resignation:

- 17.1.1 In case any Employee intends to quit or to resign from office, s/he shall have to submit resignation letter to the appointer. The employee shall have to inform the Management at least a month before his resignation, otherwise s/he shall have to bear a loss of one month salary.
- 17.1.2 The time for resignation is writing could in consideration of the Program Management be lessened. The time to inform about resignation could as per the nature of the employees' responsibilities be more than one month and that fast shall have to be mentioned in appointment contract.

17.2 Retirement:

- 17.2.1 Any employee shall be put on retirement from his/her office on attaining 60 years of age or 30 years of service. If an employee has worked at various programs run by Share and Care Nepal, the years shall be added to his service.
- 17.2.2 For this purpose, the date of birth stated only in his/her Citizenship Card shall be considered.

17.3 Dismissal by the appointer:

- 17.3.1 The Program Management may, with information as specified in the contract, dismiss an employee from the service in the following conditions. If;
 - a. the quota is cancelled.
 - b. the employee dose not discharge the responsibilities well.
 - c. the organization falls in serious financial crisis.
- 17.3.2 Notwithstanding anything mentioned above, any employee found to be guilty in serious allegation shall not receive any compensation. It is not necessary for the employee as such to inform before terminating him/her and it is also not necessary to compensate.

17.4 Total amount to be calculated while putting an employee on retirement shall include:

- 17.4.1 Salary and allowances still to be dispensed
- 17.4.2 Regular allowances based on existing salary
- 17.4.3 Amount of the sick leave reserved
- 17.4.4 Amount to be granted on contract accomplishment
- 17.4.5 Amount deposited in Provident Fund
- 17.4.6 Deduction if any (e.g. advance, loan, etc.)

17.5 Retirement Due to Personal Reason:

Any employee can, if unable to work in the specified region due to security problems, be on leave. The employee can, if unable to continue working due to no sign of improvement in security conditions even after the period of leave, resign as per his/her wish or the program may terminate him/her. The Program Management may, in its own consideration, sanction a one month leave without pay for a single chance.

Chapter 18: Satisfactory Job Performance

- 18.1 Personnel Management Committee shall determine some processes to assess the job performance of the employees.
- 18.2 The work performance of an employee shall be assessed in mutual discussions between the employees and the concerning Supervisor and then approval from the Supervisor senior to him/her shall be taken.
- 18.3 An employee shall, if his/her work performance is not found satisfactory, be given necessary counseling. Even after the counseling, the employee shall be advised in writing indicating the aspects to be improved. Even after the advice in writing if his/her work performance is still not found satisfactory, the employee shall be given the same written advice twice more. And even after that if s/he shows no sign of improvement in work performance, the employee could be released from service with a 15 day notice.

Chapter 19: Employee's Misconduct

The misconduct means inconsistent behaviour with Share and Care Nepal's values and mistakes done knowingly or purposefully. Disciplinary action will be based on different types of mistakes done as classified below:

19.1. Minor Misconduct

- a. Failure to carryout duties as outlined in the employees job description
- b. Breaking the organization rules & regulation
- c. Not punctual in the assigned work
- d. Absence from the duty without a proper valid reason
- e. Breach of confidentiality within the organisation

On the above point if the employees found guilty will be given oral warning by her/his immediate line manager. On second count the Program Manager/Line Manager will give a warning letter. On third count the Executive Director will give final letter of termination with the dismissal of the employees after getting approval from the IMC meeting.

19.2. Major Misconduct

- a. Accepting & giving bribes in the form of cash or kinds.
- b. Misuse of administrative rules for personnel favor
- c. Misuse of fund & involvement of any fraudulent activities
- d. Gross negligence, intention to damage/misuse of organizaion's property
- e. Absence of duty from duty without approval for more than a week or longer
- f. Unauthorized disclosure/publications of information/or confidential matters, which will provide negative, impact to the individual employees or the Share and Care Nepal
- g. Refusal to work as written in the job description
- h. Criminal conviction and any action, which will have, negative reputation of Share and Care Nepal outside or inside the working place.
- i. Staff is found drunken during the office hours.

- j. Absence from duty without showing proper cause or without reporting the absence in a timely manner.
- k. Misuse of time keeping facilities or records.
- l. Failure to repay or justify advances from Share and Care Nepal within the stipulated time period.
- m. Failure to carry out all duties as listed in the job description.
- n. Negligence.
- o. Engaging directly in trade, commercial activity, other employment, or any other activity deemed as a conflict of interest, without written permission of the SMT.
- p. Criminal conviction.
- q. Sexual harassment in the form of influencing, offering to influence or threatening the career, remuneration, or job of another employee whether male or female, in exchange for sexual favours, whether inside or outside the working environment.

19.3. Political Involvement of Employees

Being a citizen of Nepal, every individual has a right to share political views and support democratic political process. However, the political activities of any employee must not be in conflict with the interests of Share and Care Nepal or the duties of the employee. Every Share and Care Nepal employee is required to follow rules in the cases as follows:

- a) During the official working hours Share and Care Nepal employees are not allowed to do any kind of political campaign, meeting, discussion, posturing, fund raising, etc. in/out of the project/programme premises.
- b) No Share and Care Nepal employee shall be allowed to misuse his/her official status for either political parties' gain or personal gain.
- c) No employee shall engage in political activities to the extent that it becomes a conflict of interest with Share and Care Nepal's aim and purpose.

If any Share and Care Nepal employee is found to be involved as referred to in the above mentioned sub-clauses, it shall be treated as Misconduct.

19.4. Disciplinary Guidelines - Action

Any Share and Care Nepal employee who is found involved or falls on the above mentioned major misconduct then

- i. On establishing the fact against the employee has done a major misconduct then that the Executive Director shall issue the employees a letter of dismissal from the organisation. Employees who have been dismissed from the organization will not be liable to gratuity.
- ii. Program Manager/Line Manager are the responsible officer to act for Share and Care Nepal's side in all matters arising from misconduct by an employee.
- iii. When disciplinary action (excepting verbal warning) is to be implemented, the following is to take place:
 - (a) A letter is to be sent/given to the employee setting out the details of the misconduct and asking the employee to give a written response as to why action

should not be taken in the form of a penalty as allowed under the Personnel Policy.

- (b) If, after receiving the letter, the employee agrees with the letter, s/he signs it. If not, 48 hours are allowed in which to make a response. If the employee refuses to receive the letter, it shall be published on the project/programme/office administrative notice board.
- (c) If no response is received by the Program Manager/Line Manager by the end of 48 hours an admission of guilt will be assumed and a penalty as specified in clause 12.7 is to be imposed by the PC/FC. The penalty may be in the form of a written warning, and/or financial penalty, and/or relocation. If termination is to be made it needs to be recommended to the IMC.
- (d) If there is a response, the Program Manager/Line Manager shall convene an inquiry which shall be conducted in the presence of the employee if s/he responds and appears at the time and place stipulated. The employee may at this inquiry be accompanied, as a witness to the proceedings by one other employee of his/her own choice. If the inquiry sustains the charge, the penalty shall be imposed, i.e., written warning, and/or financial penalty, and/or relocation, or termination of employment.

However, if the charge against the employee is dismissed, then s/he will be exonerated and the matter will be considered closed.

If a penalty is imposed (this includes a warning letter), the employee may appeal against it to the line manager who is above the one issuing the penalty. Penalties imposed by a Program Manager/Line Manager may be appealed to the Executive Director who, at his/her discretion, may consult the Internal Management Committee or act on his/her own initiative. The decision given by the Executive Director shall be final.

19.5. Investigation period

An employee may be suspended for up to a period of one month by written order of Program Manager/Line Manager if it is deemed necessary to prevent his/her presence in the project/program unit, while a charge is being investigated. If the charge is sustained, this suspension will be considered leave without pay. If the employee is exonerated, the period will be counted as “on duty”.

19.6. Penalties

Penalties may be determined to suit the circumstances and severity of the misconduct. The types of penalties that can be imposed are:

- (a) Verbal warning
- (b) Written warning
- (c) Financial – any lose to the project/programme, Share and Care Nepal, incurred through misconduct shall be recovered, either by cutting the salary or from the employee’s Provident Fund (if employment is being terminated), or by other legal means.

- (d) Other Financial penalties, such as a fine or loss of increments (increments thereafter). Also unauthorised leave shall be treated as leave without pay as so deducted from the normal salary and allowance.
- (e) Suspension for up to one month.
- (f) Relocation to another position (if a suitable position is available). This could involve a reduction in level if the new position is at a lower level.
- (g) Termination of employment

The employment of personnel of the Share and Care Nepal can be immediately terminated for reasons of financial misconduct, and for incidents of gross misconduct (e.g. gross negligence, violence, intentional damage, etc.). The Executive Director and/or the IMC can only do termination.

If a verbal warning has been given, then a note to this effect shall be written and kept in the personnel file of the person receiving the warning.

Chapter 20: Employees' Records

- 20.1. Each employee working at every program or project shall have a personal file. The details of the personal file shall be kept secretly by the Program Management. If the secret is disclosed, the discloser shall be punished for misconduct.
- 20.2 Each personal file shall include the following records.
 - 20.2.1 Application form and photo
 - 20.2.2 Appointment contract
 - 20.2.3 Copy of Citizenship
 - 20.2.4 Copies of academic certificates and licenses
 - 20.2.5 Record of extra-ordinary leave (e.g. maternity leave, leave without pay, obsequies leave, and study leave)
 - 20.2.6 Copy of decision of promotion
 - 20.2.7 All written assessments
 - 20.2.8 All warnings
 - 20.2.9 Will (document containing instructions for the disposition of his/her money or property after death)
 - 20.2.10 While the employee is out of service, s/he shall, in mutual understanding, allow the other employee to keep the file containing personal records.

Chapter 21: Complaint and Appeal

- 21.1 Any employee charged for misconduct and unsatisfactory work performance shall be given a reasonable opportunity to defend himself/herself. The employee shall, if not satisfied with the decision taken by the Program Managing Committee, appeal to the Executive Director.
- 21.2 If the application pursuant to clause 21.1 is submitted, a Committee of Investigation shall, consisting of an employee chosen by the accused, Chief of the Program and a member from the Executive Committee, be constituted. The decision taken by the Committee of Investigation shall be final.

- 21.3 The investigation on the charge regarding conduct, morality, behavior, work performance capability and all the other related matters shall be as per the norms of privacy.

Chapter 22: Properties of the Organization

- 22.1 Every staff shall take sufficient care of the property, materials, instruments, vehicles, houses, offices, equipment, machines, furniture, etc. of the Organization and shall take all reasonable precaution to safeguard them against accident, damage, or loss. Where damage or loss is attributed to the negligence, mishandling or misuse on the part of the staff, such staff shall be liable for disciplinary action and/or any other action as may be deemed fit by the management. Besides, the management shall be entitled to recover the value of such breakage, damage or loss from the staff.

Staff shall promptly report any occurrence, which might endanger lives of persons in the organization or might result in any damage to the property of the organization or that of any others.

Every staff is expected to take normal precautions against hazards and shall make proper use of safety devices and preventive measures as prescribed and provided by the management.

Chapter 23: Amendment

- 23.1 The organization personnel policies shall only be executed when it is ratified by the Executive Committee. If any amendment is required the Internal Management Committee shall draft the bill and present in the Executive Committee for ratification.