



Survivors Nepal
Human Resource Policy
2017 (2074 BS)

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Table of contents

Survivors Nepal Human Resource Policy	4
1 Vacancy and Selection Process	4
2 Terms of Employment	5
3 Remuneration.....	7
4. Hours	10
7 Training and Development.....	15
8 Grievance Procedures	15
9 Performance Appraisal.....	17
10 Disciplinary Procedures and Misconduct	17
11 Termination, Change and Redundancy	20
12 Severance and advance notice period.....	21

SURVIVORS NEPAL HUMAN RESOURCE POLICY

Survivors Nepal will employ staff members to perform tasks under programmes and projects. This Human Resources Policy is only applicable to the personnel employed by Survivors Nepal. As an NGO registered in Nepal, Survivors Nepal is legally obliged to comply with Nepal Labour Law and therefore all policies stipulated here are to the best of our knowledge, an elaboration of the Labour Laws of Nepal. In cases where policies and practices specified here contradict Nepal Labour Law, Nepal Labour Law will supersede all clauses stipulated in this document.

This Policy is to give effect to Survivor Nepal's commitment to equitable, flexible and fair employment conditions for all staff. Survivor's Nepal is committed to employment practices which help prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, gender identity, age, physical or mental disability, marital or relationship status, family responsibilities, religion, political opinion, national extraction or social origin.

All new employees will be required to read and sign the following Survivors Nepal documents:

- Code of Conduct
- Guiding Principles
- Conflict of Interest Declaration
- Child Protection Policy

All new employees will be provided with a copy of the following documents:

- Survivors Nepal Human Resource Policy
- Survivors Nepal Governance Manual
- A current Position Description (referred as Terms of Reference) for the role to which they have been appointed
- Survivors Nepal Performance Appraisal Process

1 VACANCY AND SELECTION PROCESS

- 1.1 An open selection process will be followed where positions are advertised and a standard selection process followed. A three (3) person recruitment committee will assess all applications on the basis of qualifications and experience relevant to the role as stated in the selection criteria. The final decision will be made on the basis of an interview with prospective candidates. The President or his/her nominee will approve the final selection.
- 1.2 In exceptional circumstance where a staff member is urgently required, direct recruitment can occur but the process and appointee must be approved by the Board
- 1.3 All staff members sign the standard employment contract that follows the organisation's regulation, which will adhere to Nepal Labour Laws and stipulates all employment conditions. A standard copy of employment contract is attached in Annex 2.

2 TERMS OF EMPLOYMENT

2.1 GENERAL

2.1.1 The staff member will be employed as an ongoing, fixed term or temporary staff member of Survivors Nepal. All positions will be designated full-time or part-time in their position descriptions.

2.1.2 The President will inform each appointee (potential employee) in writing of the offer of appointment for any proposed contract. The written letter of offer will specify any assistance or special conditions applying to a position subject to approval by the Board of Survivors Nepal.

2.1.3 The appointee will be provided with a current position description for their role and a copy of the Survivors Nepal Workplace Policy.

2.1.4. All staff will have a current position description which includes their reporting arrangements, the purpose of the position and its overall context within the workplace and the duties required of the position.

2.1.5. The programmes and operations of Survivors Nepal are subject to change. Therefore, the employee's role and responsibilities in the organisation may change according to his/her qualifications and the needs of the organisation. In such cases, the position description will be amended accordingly. Such changes will only be implemented after seeking the staff member's agreement.

2.2 CATEGORIES OF EMPLOYMENT

2.2.2 Full-time employment

A staff member engaged on a full-time basis is a person working forty-two (42) hours per week (excluding lunch breaks), and not specifically engaged on a temporary basis, will be entitled to full-time benefits.

2.2.3 Part-time employment

A staff member specifically engaged on a part-time basis, being a person engaged to work regular hours for less than forty two (42) hours per week, but a minimum period of twenty-four hours per week, will be paid on a proportionate basis to the full-time equivalent member, and will accrue employment benefits on a proportionate basis unless specified otherwise.

2.2.4 Fixed term employment

2.2.4.1 A fixed term employee may be engaged to work on either a full time or part time basis:

- a) For the completion of a specifically funded task(s) or project, not subject to recurrent funding; or
- b) To relieve an employee who is undertaking a specifically funded task(s) or project for a defined period; or
- c) To relieve in a vacant position arising from an employee taking leave; or
- d) For the temporary provision of specialist skills that are not available within the organisation for a specified period of time;

- e) to fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent employee; provided that the term shall not exceed 12 months in the case of (c) and (d) of this clause.

2.2.4.2 Survivors Nepal can only sign contracts for a maximum period of one year. After completion of which the contracts can be renewed, based on performance, availability of funding and mutual agreement.

2.2.5 Temporary employment

A temporary staff member is the one engaged and paid as such. Staff members will only be employed on a temporary basis for temporary duties, relieving duties or for a special purpose. A temporary staff member will be paid on a daily basis, at the equivalent rate of the appropriate salary as prescribed for the position. A temporary staff member will not be entitled to the benefit of any leave provisions stipulated in this document.

2.3 PROBATION

Probation will apply only to continuing staff members or those on fixed term contracts of greater than six months.

- 2.3.1 The staff member will be appointed to the position subject to the satisfactory completion of a period of probation.
- 2.3.2 Commencing staff will be required to serve a probation period of three (3) months. The successful completion of the probation requires a performance review by the Supervisor that indicates that expected standards, performance and conduct are being met by the incumbent.
- 2.3.3 Where considered justified by the Secretariat this period may be extended by up to a further three months by notice to the employee, prior to the end of the initial probation period. In no instance will a staff member be employed in a probationary situation exceeding six months.
- 2.3.4 Criteria for the successful completion of a probationary period will be:
- a) Reviews will be conducted by the relevant supervisor six (6) weeks after commencement and again at three (3) months.
 - b) Staff whose performance or conduct is not meeting standards will be informed both verbally and in writing of the deficiencies in their performance or conduct and the standards required of them. A workplan will be developed in discussion with the staff member to address performance issues.
 - c) Where a staff member is at risk of having their employment terminated they will be given written notice to this effect.
- 2.3.5 The employment of a probationary staff member may be terminated by the Secretariat or the staff member upon the giving of two weeks-notice to the other party.

2.4 RENEGOTIATING CONTRACTS

An employee may renegotiate the contract at the annual performance appraisal for such reasons as changes in workload, types of activities performed and appropriate remuneration, taking into consideration available funding.

2.5 SPECIAL CIRCUMSTANCES

2.5.1 Where a full-time staff member wishes to undertake paid or un-paid work in addition to their employment with Survivors Nepal the following conditions are required:

- a) Approval must be given by the President or his/her nominee prior to any additional employment
- b) The employment must not conflict with the work of Survivors Nepal
- c) The organization is not in competition with Survivors Nepal
- d) The work is consistent with the Survivors Nepal guiding principles

2.5.2 Volunteer Assignments within Survivors Nepal

Survivors Nepal will seek experts to conduct specific assignments within the Survivors Nepal's objective. It will host the experts who are paid by an outside entity. Such recruitment is based on the placement agency based on the need specified by Survivors Nepal in the request form. Survivors Nepal will provide safe and adequate workplace for the volunteer and will cover those costs associated while conducting the work which are not covered under the volunteer agreement with placement agencies. All volunteers working at Survivors Nepal must adhere to the organisation's guiding principles and sign the conflict of interest declaration.

3 REMUNERATION

3.1 RATES AT APPOINTMENT

3.1.1 A commencing staff member will be paid at the year one level of the appropriate position unless otherwise agreed by the Secretariat and the staff member. Determination of other than year one rates will be based on the qualifications and experience of the staff member, and the responsibilities of the position.

3.1.2 All rates of pay will be negotiated with the staff member prior to the commencement of employment and will be consistent with the pay scales as specified in Annex 1 and with the position duties (Terms of Reference) and responsibilities.

3.1.3 All salaries will be within and consistent with the Nepal Government salary determinations.

3.1.4 All salaries will be reviewed on an annual basis. Current Salary scales and the basis of calculation is attached in the Annex 1

3.2 INCREMENTAL INCREASE IN REMUNERATION

3.2.1 Subject to funding and work performance (refer Section on Performance Appraisals, for details on the assessment of work performance) and provided that it is within the job classification, annual increments can be granted at year-end. A staff who joins the Secretariat after August 31 will not be entitled to salary increment at year-end. Those joining before that will be entitled to salary increase based on their performance.

3.2.1 The staff member's salary will be increased in accordance with any changes made to the Secretariat salary scale. The Salary Scale will be reviewed annually by the Survivors Nepal Board and changes made as appropriate.

3.3 REMUNERATION FOR HIGHER DUTIES

A staff member temporarily appointed to perform higher duties. Where higher duties become available for a period of at least five consecutive working days (for example where a staff member is absent on leave for more than a week), such duties may be granted to another staff member on the basis of a decision by the president his/her nominee.

3.3.1 An ongoing or fixed-term contract staff member, will be given first preference before employment of a temporary staff member is considered for a temporary position involving a higher rate of salary.

3.3.2 The criteria for selection are:

- a) The ability to satisfactorily perform the duties required immediately following a short period of training and/or orientation.
- b) Possession of the qualifications (if any) stated in the position's selection criteria.

3.3.3 Where the period of higher duties is greater than four weeks, all staff should be given the opportunity to indicate interest. If the period is less than four weeks, the President or his/her nominee can take the decision on who will fill higher duties and any subsequent adjustments required in staffing.

3.3.4 Where more than one person is eligible or has indicated an interest to provide relief, the recommendations from the President or his/her nominee should indicate the reasons for selection and for this decision to be endorsed by the Steering Committee if the higher duty is more than four weeks.

3.3.5 A staff member otherwise required to perform the work of another staff member shall not suffer any reduction in his or her wage.

3.4 PAYMENT OF REMUNERATION

Wages and Salaries will be paid monthly by bank transfer on the 7th day of the following month if the 7th is a non-working day, the next working day by default will be the salary day.

3.5 TRAVEL (PER DIEM ALLOWANCE, TRAVEL COST AND ACCOMMODATION)

All staff are required to complete a Survivors Nepal Travel Request Form and submit to their supervisor for approval at least one week prior to the planned travel unless dictated by an urgent situation on an exceptional basis.

3.5.1. Allowances (per diem)

Travelling is considered part of the work and no additional allowance would be paid to staff members. All reasonable expenses directly related to food and accommodation is paid by the secretariat based on actual expenses with verifiable proof of payment.

3.5.2 Transport

a) Where a staff member is required to travel in the performance of his/her duties, on the production of receipts, actual costs for incidentals will be paid by Survivors Nepal. Where receipts are not available, staff will be required to submit a self-declaration form detailing the costs incurred and the reason(s) for receipts not being available.

b) While travelling overseas for work, economy fares will be paid by Survivors Nepal in respect of the most direct and cheapest air and ground travel.

3.5.3 Accommodation

a) Survivors Nepal will provide accommodation at the rate of up-to 30 USD (actual basis on reasonable grounds) for Survivors Nepal staff members engaged on Survivors Nepal business outside the city in which they normally work.

b) Exceptions will apply in situations where decent and safe accommodation cannot be identified within USD 30 – in which case the President or his/her nominee must approve the higher accommodation rate in advance. Travel claims should always accompany the approval of the President before finance processes the reimbursements.

3.5.4. Travel funded by other donors

a) When a staff member, travels to attend meetings, conferences, workshops, or training outside of program countries, and expenses are not covered by the host or invitee, a per-diem and accommodation allowances will be paid in accordance with the donors standard rates.

b) Where the travel, accommodation and/or allowances (per diem) are already provided by another donor then the staff members will not claim these expenses from Survivors Nepal. If the allowance is lower than that normally paid to Survivors Nepal staff, then Survivors Nepal may consider supplementing this allowance to make it equivalent to Survivors Nepal rates.

c) Receipt of per diem by Survivors Nepal and another donor at the same time will constitute serious misconduct and may result in disciplinary action leading to dismissal.

3.5.5. Travel Insurance

Whenever travelling overseas on Survivors Nepal business all staff must be covered by adequate travel insurance.

4. HOURS

Staff members are required to work for the periods for which they are contracted, though Survivors Nepal will consider and, wherever practicable, provide flexible working arrangements for staff.

4.1 STANDARD HOURS

- a) A full-time staff member will be expected to work 42 hours per week.
- b) Flexible working hours may be approved by the president or his/her nominee. Staff may opt to work during a block of 7 hours per day between 8:30 am – 6:30 pm based on their work and commute requirements. Each block is separated by a 30 minutes interval (i.e. 9:00 – 5:00, 9:30 – 5:30 etc.).
- c) Part-time employees will be rostered to meet Survivors Nepal's needs.

4.1.1 A staff member's hours may be varied, as needed, in consultation with the employee and subject to the approval of the President or his/her nominee.

4.1.2 The employee must give Survivors Nepal notice prior to altering their work hours e.g. commencing work late. If it is not practical for the employee to give prior notice of absence, the employee must notify their supervisor by telephone of a change at the first opportunity.

4.1.3 Written records of the staff member's hours of work are to be maintained by the staff member and submitted regularly to his/her relevant supervisor.

4.2 MEAL BREAKS

A staff member is to take an unpaid meal break of usually no more than one hour per day.

4.3 TRAVEL TIME

A staff member's travel time to undertake Survivors Nepal business other than the time taken normally to attend employment shall be deemed to be hours worked.

4.4 TIME OFF IN LIEU (TOIL OR ‘COMPENSATORY LEAVE’)

4.4.1 A staff member may accrue up to twenty-eight (28) hours of time off in lieu per four-week period for hours worked in addition to his/her normal hours for that period. Prior approval from the Chairman or his/her nominee is required before time off in lieu can be granted, taken or accrued.

4.4.2 Time off in lieu must be taken within the next 60 days or it is forfeited.

5 LOCATION, AMENITIES, OCCUPATIONAL HEALTH AND SAFETY

5.1 LOCATION

The staff member will be based in the Survivors Nepal’s office, in Thapathali Kathmandu Nepal.

Survivors Nepal will provide at its Nepal office a safe workplace and safe systems of work for all staff members.

5.2 AMENITIES

Survivors Nepal will provide:

- a) Reasonable toilet and hand-washing facilities.
- b) Reasonable cooling and heating for the safe and healthy functioning of the workplace.
- c) Reasonable kitchen amenities.
- d) A basic first-aid kit.
- e) Fire safety equipment.

6 LEAVE

6.1 PUBLIC HOLIDAYS

6.1.1 Full-time staff

a) A full-time staff member is entitled to all statutory public holidays prescribed for Nepal and as approved by Survivors Nepal without loss of salary.

b) Where a public holiday occurs during the annual leave of a staff member, an extra day’s leave will be credited to the staff member’s accrued recreation leave entitlement.

6.1.2 Part-time staff

a) A part-time staff member is entitled to a public holiday, without loss of pay, if the holiday falls upon a day when the staff member would ordinarily be at work.

b) When a public holiday falls during a period of recreation leave on a day on which a part-time staff member would normally be required to work, the staff member will receive an additional day’s leave.

6.2 ANNUAL LEAVE

6.2.1 A staff member, other than a temporary staff member, will accrue an entitlement to 20 days annual leave during each year of employment. Annual Leave accrues at the rate of one and two third days for each month of employment. Part-time staff members will accrue annual leave on a pro-rata basis. A staff member is entitled to take annual leave as it accrues, but not before the end of the probationary period.

6.2.2 The maximum amount of accrued Annual Leave that can be carried over is 30 days. Leave accrued more than this threshold shall be automatically forfeit if not used by June 30 of the following year.

6.2.3 Upon termination of employment, accrued Annual Leave for untaken leave will be paid at the rate of pay relevant at the time of separation.

6.3 SICK LEAVE

6.3.1 A full-time staff member will be entitled to 30 days sick leave on full pay during each year of employment, as per the Nepal Labour Laws. Part-time and fixed term staff members will be entitled to sick leave on a pro-rata basis.

6.3.2 Proof of illness or injury (medical certificate) will be required after three days of absence from work.

6.3.3 If a staff member becomes ill or injured while on Annual Leave, the staff member will be entitled to additional leave equivalent to the period of illness or injury, which occurred during his/her Annual Leave. Such reimbursement of Annual Leave with Sick Leave is to be approved by the President and/or his/her nominee upon production of a medical certificate.

6.3.4 Sick leave will be granted on an annual basis and will not be treated as an entitlement to be paid upon termination of employment. Sick leave cannot be carried over or accumulated.

6.3.5 Additional Sick Leave: In cases where an employee has a serious chronic illness, and as a result has used up all their sick leave, they may apply to the President for additional paid sick leave, up to a maximum of 20 working days per annum. Additional sick leave is not accumulative. Consent to access additional sick leave will not be unreasonably withheld.

6.4 CARER'S LEAVE

6.4.1 An employee is entitled to use any current Sick Leave entitlement for absences to care for the following persons who are sick and require care and support:

- a) A spouse of the employee;
- b) A de facto spouse who, in relation to the employee, is a person of the same or opposite sex who lives with the employee as a husband or wife of that person on a bona fide domestic basis, although not legally married; or
- c) A child or adult child (including an adopted child, a step child, a foster child or an ex nuptial child);

- d) A parent (including a foster parent or legal guardian);
- e) Another person of demonstrable significant relationship to the employee, at the discretion of the President.

6.4.2 These days may be taken in single days. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances, an employee is not entitled to Carer's Leave where another person has taken leave to care for the same person.

6.4.3 The employee shall wherever practicable, give Survivors Nepal notice prior to the absence of the intention to take such leave and the estimated length of absence. If it is not practical for the employee to give prior notice of absence, the employee shall notify the President or his/her nominee or his/her nominee by telephone of such absence at the first opportunity.

6.4.4 The employee shall, if required, establish by production of a medical certificate or written statement the illness of the person concerned.

6.4.5 An employee may take unpaid Carer's Leave with the approval of their supervisor and the Survivors Nepal's President or his/her nominee.

6.5 BEREAVEMENT LEAVE

A staff member will be entitled to a maximum of three days paid leave on each occasion of the death of those referred to in Clause 6.4.1. Bereavement Leave may be permitted to staff members for other persons, at the discretion of the President or his/her nominee.

6.6 STUDY LEAVE

6.6.1 A staff member may be granted Leave of Absence with pay to attend approved lectures and classes while enrolled in a course of study relevant to the broad interests of Survivors Nepal.

6.6.2 Prior approval for such Study Leave is to be obtained from the President or his/her nominee. Applications for such leave will include details of the course and hours of attendance.

6.6.3 Study Leave may not exceed five hours per week and is available only during the weeks of the semester when the lectures and/or classes occur. Staff members are expected to organise attendance at tutorials and lectures in their own time as far as possible, i.e. evening tutorials or lectures, which are held close to the unpaid lunchtime period.

6.6.4 Study Leave can only be taken to attend approved lectures and classes, including online studies and courses. It is not cumulative and is not available to an individual if they do not attend the approved lecture/class.

6.6.5 A staff member granted Study Leave will be entitled to one day of study leave during the examination period for each subject studied.

6.7 PARENTAL LEAVE

6.7.2 Such leave will be commenced within twelve (12) weeks on either side of the expected date of birth.

6.7.3 A staff member with less than twelve (12) months of continuous service is entitled to parental leave on a pro-rata basis.

6.7.4 A staff member will give at least four (4) weeks of notice in writing prior to the commencement of parental leave. This notice will be accompanied by a medical certificate, stating the expected date of birth.

6.7.5 A staff member on parental leave may return to work or recompense leave at any time, on policy by the President or his/her nominee, or by giving at least four weeks of notice.

6.7.5 Where practicable and subject to the Policies of Survivors Nepal and the approval of the President or his/her nominee, a full-time staff member may return to work on a part-time basis.

6.7.6 A staff member who is an adoptive parent is entitled to parental leave in accordance with this clause.

6.8 SPECIAL MATERNITY LEAVE

A staff member who is entitled to maternity leave is entitled to maternity leave for any illness relating to the pregnancy or in the event of a miscarriage, still birth or medically required termination of the pregnancy.

6.8.1 This leave will be part of the entitlement for each pregnancy.

6.8.2 A medical certificate will be required to support an application for special maternity leave.

6.8.3 Additional leave without pay will be available as may be certified by a medical practitioner.

6.8.4 Leave entitlements will not accrue during periods of unpaid parental leave.

6.9 LEAVE WITHOUT PAY

6.9.1 Leave without pay must be authorised by the President.

6.9.3 Where a staff member has completed at least twelve (12) months of continuous service, Leave without Pay may be granted in exceptional circumstances for a period of not more than twenty-six (26) weeks, subject to approval by the President and endorsement by the Survivors Nepal Board. The full entitlement will not be available if the staff member has accumulated an entitlement to Recreation leave or Long Service Leave.

6.10 LONG SERVICE LEAVE

6.10.1 A staff member will be entitled to paid Long Service Leave after five years of full-time employment or the equivalent. The rate of entitlement is two weeks for every five years of completed employment.

6.10.2 A staff member will forfeit entitlement to Long Service Leave if they resign from their position before five years of service.

6.10.3 Long Service Leave shall not be accumulated with annual leave or paid at separation if unused.

7 TRAINING AND DEVELOPMENT

7.1 Survivors Nepal believes that the primary goal of staff training is to encourage and develop staff to become more qualified and competent to carry out their present or likely future responsibilities with the organisation. Accordingly, training decisions will be made on the grounds of the perceived training needs of staff relative to their current or future role at Survivors Nepal and to provide the opportunity for a career path.

7.2 The training programme or course must be relevant to the staff member's current or future role at Survivors Nepal and approved in advance by the President or his/her nominee.

7.3 Staff will be consulted about their training needs and training options, as part of their annual performance appraisal.

7.4 Training Initiated by Survivors Nepal

Survivors Nepal may require or request staff to undertake training programmes or courses through the performance appraisal system. The following entitlements will apply:

7.4.1 Short Courses, Intensive Training Programmes and Conference Attendance: Attendance at full pay during normal working hours. Entitlement to accrue time off in lieu of after hours attendance at the rate of one hour for each hour of such attendance. Expenses: Survivors Nepal will pay fees and expenses for prescribed materials and reasonable attendance and accommodation costs.

7.5 Training Initiated by Individual Staff Members

Staff will discuss any self-initiated training with the President or his/her nominee in the context of performance appraisal to enable consideration of appropriate entitlements in accordance with this workplace policy.

8 GRIEVANCE PROCEDURES

8.1 Staff will have access to a recognized grievance procedure for both general and professional purposes. Before the formal grievance procedure proceeds, an aggrieved party should attempt to resolve the matter with the other party(ies).

8.2 General Grievance Procedure

8.2.1 If the informal resolution of a grievance is not possible then the aggrieved party should notify in writing (including e-mail):

- a) Their line supervisor if it is a staff member (except their line supervisor) or if it is between two staff members.
- b) The President if it is against the employee's line supervisor (except the President) or a member of the Survivors Nepal Board.
- c) The Survivors Nepal Board in all other cases, except if it is against one of the Board members, in which case the grievance should be made to another member of the Survivors Nepal Board.

8.2.2 The notification should include the nature of the grievance, who (or what policy) was involved, and how the aggrieved party would like to see the complaint resolved.

8.2.3 After receiving written notification of the grievance, their President or his/her nominee or the line supervisor will reply in writing (including e-mail) to the aggrieved party, noting the grievance, within five working days.

8.2.4 The President or his/her nominee or the line supervisor will discuss the matter with the aggrieved party to collect any additional information that may be required.

8.2.5 If the grievance is against a staff member, the line supervisor will meet and discuss with this person the nature and details of the grievance, and seek their understanding of what occurred and what resolution they believe is fair.

8.2.6 The line supervisor will then call a meeting between the two (or more) parties to the grievance with their advocates/observers (if desired by the parties to the grievance), and will attempt to resolve the conflict. A written report will be made of this meeting and all parties will be asked to sign this report.

8.2.7 If the grievance remains unresolved, the person making the complaint may require that the matter (including the written report of the meeting) be passed to the Survivors Nepal Board for a final decision on the grievance.

8.3 Contractual Grievance Procedure

If a staff member has any dispute or grievance arising from the interpretation of his/her contract or any other working conditions or complaints, it will be dealt with in the following manner:

8.3.1 While the grievance is being determined, Survivors Nepal work will continue normally in accordance with the custom and practice existing before the grievance arose. Occupational health and safety matters are exempt from this requirement.

8.3.2 In the first instance, the staff member will attempt to solve the grievance with their immediate line supervisor, and he/she will be entitled to have a nominee (support person) present if the staff member so desires.

8.3.3 Where such an attempt fails, or where the dispute or grievance is of a nature that a direct discussion between the staff member and their line supervisor would be inappropriate, the matter will be referred to the President or his/her nominee for consideration on/of the matter. The staff member will be entitled to have a nominee present. The meeting will take place within seven (7) working days of written notification to the President. If the matter remains unresolved, the person making the complaint may require the matter to be referred to the full Board, whose decision on the matter will be final.

8.3.4 While the grievance procedure is being followed, work will continue normally where it is agreed that there is an existing practice, but in other cases work will continue on the instruction of the President. Neither party will be prejudiced as to the final settlement by the continuation of work with this clause.

8.3.5 The Board's decision will be final, binding, conclusive and will be given effect to by all persons within Survivors Nepal

9 PERFORMANCE APPRAISAL

9.1 Staff shall undergo a performance appraisal as a normal part the supervision, management and accountability processes of the organisation. A template is attached as Annex 3.

9.2 Each staff member will negotiate an annual (twelve month) work-plan with his/her supervisor. Performance objectives with clear goals related to the role and responsibilities of the employee should be developed in a consultative manner and mutually agreed between the employee and their direct supervisor.

9.3 The work-plan should be agreed by both the staff member and the relevant supervisor prior to any performance appraisal.

9.4 Following the completion of the period of the work-plan, the staff member and the supervisor will review progress on the work-plan.

9.5 A performance appraisal record will be compiled including comments from the staff member and the supervisor. The appraisal record will be confidential to the staff member, the relevant supervisor and the President or his/her nominee, and be kept in a secure location within the office.

9.6 The performance appraisal will be followed by a new annual (twelve month) work-plan negotiated with the staff member.

9.7 Performance appraisal shall not comprise an element in disciplinary procedures or actions.

9.8 Where a staff member has been assessed as not meeting expected standards their Supervisor will:

- 9.8.1 notify them in writing of any deficiencies in their performance and the improvements necessary to meet the required standard and provide an opportunity to discuss the concerns that have been identified;
- 9.8.2 provide guidance or training to assist the staff member to improve their performance
- 9.8.3 specify a timeframe within which the necessary improvements are required.

10 DISCIPLINARY PROCEDURES AND MISCONDUCT

10.1 GENERAL

10.1.1 Where Survivors Nepal has a concern about an employee's work performance or conduct Survivors Nepal will develop a procedure for disciplining employees that ensures all employees are treated fairly and with respect,.

10.1.2 The procedure may be used as a positive process to reinforce the values and objectives of Survivors Nepal and to identify opportunities for employees to meet the desired standard of work performance or conduct.

10.1.3 Survivors Nepal undertakes to ensure that the parties understand that the procedure may result in termination of an employee's employment and that serious misconduct will result in instant dismissal at any time.

10.2 DISCIPLINARY PROCEDURE

10.2.1 Where the President or his/her nominee (or the employee's line supervisor) recognizes the need to raise work performance or conduct issues with an employee:

- a) The employee will be given written (including e-mail) details of the perceived unsatisfactory work performance or conduct, and a meeting will be arranged to address the issues;
- b) The employee will be entitled to have a nominee (support person) present during the meeting; and
- c) The employee will be asked to give an explanation or present any mitigating circumstances regarding any perceived unsatisfactory work performance or conduct raised at the interview.

10.2.2 After the employee has been given the opportunity to give an explanation, the President or his/her nominee will consider the explanation having regard to all the circumstances of the case and decide an appropriate response within 10 (ten) working days. The employee is to be told of the decision (including in writing), which may be:

- a) No further action is to be taken; or
- b) A period of review is to be arranged to allow the employee an opportunity to meet and maintain the appropriate standard; or
- c) Training or other learning as directed is required; or
- d) The employee is suspended from work and on pay as per Clause 10.3; or
- e) Another action is to be taken. The employee will be informed of such action at the time the decision is made; or
- f) Further action is to be taken under supervision; or
- g) The employee is to be dismissed as per Clause 10.5

10.2.3 If disciplinary action is being proposed, such as suspension, a warning or dismissal, then the employee's line supervisor must first discuss the matter with the President or his/her nominee and have his/her support for this action.

10.2.4 If dismissal is contemplated the employee will be asked to provide written reasons why dismissal should not occur, or if dismissed why he or she should be re-instated or re-employed, before a recommendation is made to the President or the Survivors Nepal Board for dismissal action to take place.

10.2.5 Willful neglect of the Survivors Nepal guiding principles or code of conduct will result in disciplinary action and a grave violation can result in instant dismissal.

10.3 SUSPENSION

10.3.1 An employee may be suspended from work for a maximum of 9 days at thirty per cent (30%) of his regular pay, pending an inquiry or decision being taken in a particular case. This may occur when an incident usually warranting immediate dismissal has occurred and mitigating circumstances might apply. Prior to the suspension, the employee concerned will be asked to provide his or her account of the incident in writing.

10.3.2 If after inquiry or investigation the employee is found not guilty, the employer must pay the employee the remaining of the rate entitled in the relevant full rate during the suspension.

10.4 VERBAL OR WRITTEN WARNING

10.4.1 A documented verbal or written warning may be issued within four weeks of the incident becoming known pursuant to Clause 10.1. Examples of unsatisfactory work performance or conduct that may warrant a warning includes, but is not limited to:

- a) Breach of safety requirements.
- b) Negligence or failure to comply with the Survivors Nepal policies and procedures.
- c) Unsatisfactory attendance, punctuality or timeliness.
- d) Refusal to obey a lawful and reasonable instruction.
- e) Unsatisfactory performance of duties.
- f) Verbal or physical abuse or assault of another person at work.
- g) Failure to notify Survivors Nepal of an unauthorized absence.
- h) Failure to establish and maintain effective working relationships with fellow workers and team members.

10.4.2 The warning must advise the employee to improve the performance or to cease certain conduct, and that failure to do so may result in dismissal. If there is any further breach after a written warning has been issued, the employee may be dismissed from employment in accordance with this clause. A written warning shall lapse after six months.

10.5 INSTANT DISMISSAL

Serious misconduct may result in instant dismissal pursuant to Clause 10.1. Misconduct means behavior of a kind which constitutes a serious impediment to the carrying out of a staff member's duties or to other staff carrying out their duties, or a serious dereliction of duty.

Nothing in this Policy will restrict the right of Survivors Nepal to dismiss an employee without notice of misconduct, which justifies instant dismissal. Serious misconduct includes, but is not limited to:

- a) Gross negligence in the performance of the work.
- b) Breach of Survivors Nepal Code of Conduct
- c) Breach of confidentiality of Survivors Nepal's information.
- d) Assault or intimidation or offensive or insulting behaviour or harassment of another person at the work place.

- e) Unsolicited or unwelcome physical contact of another person at work.
- f) The use, handling, or possession of illegal drugs on work premises or in the course of work duties.
- g) Falsification or destruction of records.
- h) Dishonesty, theft or unauthorized possession of property belonging to Survivors Nepal, other employees or visitors.
- i) Willful or malicious or negligent damage to property or equipment of Survivors Nepal, other employees or visitors.

11 TERMINATION, CHANGE AND REDUNDANCY

11.1 Where the President, with the endorsement of the Survivors Nepal Board, has made a firm decision to reorganize Survivors Nepal activities in such a manner as to impact on the current roles and duties of staff members, their location of work, their manner of amount or payment of wages, salaries and other entitlements; and/or to reduce staff numbers by non-replacement, redeployment, voluntary redundancy or compulsory redundancy the terms of this clause will be followed.

11.2 The President will meet with any directly affected staff where consideration of a reorganisation or reduction in staff numbers is to be considered. Written notice will be provided to the directly affected staff at that meeting.

11.3 At least two months' written notice will be given to all staff in consideration of reorganisation or reduction of staff numbers, except in situations where funding is immediately withdrawn by the funding source. In these circumstances, one month's notice shall be given where possible.

11.4 The notice will set out the issues which the reorganisation or reduction seeks to address and the justification for the reorganisation or reduction.

11.5 The President will consult the staff on their views of the proposed reorganisation or reduction.

11.6 The consultation will include consideration in any proposed reorganisation of the following:

- a) Freezing of recruitment of any new staff members with exemptions only on a case by case basis where there is a demonstrated need.
- a) Reorganisation on an agreed basis of the work of current staff in such a way as to meet changed needs of the organisation.
- b) Assistance to existing staff members in developing skills and experience to enable reorganisation of the work of the organisation.
- c) Retraining and redeployment of current staff where those staffs have the capacity to be retrained and/or redeployed to new positions within a reasonable period of time; staff to be retrained or redeployed will be sought as a result of a call for expressions of interest.
- d) Short-term cost-saving measures being put in place.

11.7 Voluntary redundancy may be put in place in the following way:

- a) A call for expressions of interest will be made to all staff.
- b) Positions will be identified which would not be filled if vacated unless substantially changed.
- c) Expressions of interest for positions identified under Clause 11.1 will be considered by the President.
- d) A person in a position where an expression of interest has been accepted will be offered:
 - a. At least one day per week to pursue alternative work opportunities;
 - b. Financial counselling and investment advice; and
 - c. Any other agreed support measures such as career counselling.
- e) Any person accepting voluntary redundancy will not be eligible for re-employment at Survivors Nepal for a period of at least twelve months.

11.8 Compulsory redundancy may be put in place in the following way:

11.8.1 The President, with the endorsement of the Survivors Nepal Board, has given notice of an intended reorganisation or reduction in staff numbers and the President has consulted staff on options and alternatives to compulsory redundancy.

11.8.2 Voluntary redundancy measures have been considered by the President.

11.8.3 The position or positions to be subject to compulsory redundancy have been identified and consulted on with staff.

11.8.4 Written notice of the compulsory redundancy will be provided to the affected staff member(s).

11.8.5 Any staff member who objects to the application of compulsory redundancy of his/her position will be given the ability to register an objection within seven days of receipt of the notification of it. Such an objection will be considered in line with the grievance procedure set out in this Policy.

11.8.6 Any staff member compulsorily made redundantly will be advised of any vacancy for a position within the organisation during the following twelve (12) months.

12 SEVERANCE AND ADVANCE NOTICE PERIOD

The following severance pay plan is applicable in case of involuntary and compulsory separation, except in case of separation as a result of misconducts prescribed by Clause 10.

Length of service	Rate of Severance
120 days – less than 1 full year	10 days equivalent of last months salary
1 year – less than 3 full years	30 days equivalent of last months salary
3 years – less than 6 full years	45 days equivalent of last months salary
6 full years – less than 10 full years	60 days equivalent of last months salary
More than 10 full years	90 days equivalent of last months salary

Advance notice of termination shall be made as follows:

Advance notice period	Type of Termination
60 calendar days	Mandatory retirement at age 60 Reorganisation & redundancy
30 calendar days	Resignation by employee Medical disability Termination for failure to meet performance requirements Involuntary termination
Not required	Termination for a cause per clause 7.5 Termination during probationary period

Annex 1: Salary Scale, benefits and allowances for staff members working for Survivors Nepal.

The following salary guidance has been prepared for the use of Survivors Nepal. This is a broader guidance for reference as salary scale largely also depends on donors' willingness to pay and or financial status of the organisation.

Points while establishing the salary scale:

Years of Experience	Points	Education	Points
Beginner	5	No formal education	5
1-2	10	Intermediate	10
3-5	15	Bachelors	15
5-7	20	Masters	20
7 and more	25	PhD	25
Total Max	25		25

*Total possible points = 50

Salary evaluation grade is determined at:

Grade 1 = Points below 30 on the points system

Grade 2 = Points between 31 to 40 on the points system

Grade 3 = Points between 41 to 50 on the points system

Based on the salary evaluation grade a base salary (in Nrs) is fixed for Administrative (A), Technical (T) and Managerial (M) levels as follows:

Grade-Profile	Administrative	Minimum	Level A	Level B	Maximum
1-A	Junior Administrative Support Assistants-associates	8,000	10,000	12,000	14,000
2-A	Mid-Level Administrative Support Officer	12,000	14,000	18,000	22,000
3-A	Senior Administrative Support- Manger	18,000	22,000	28,000	36,000

* Administrative support: Admin, Finance, logistics, driver, clerk, and cleaners

Grade-Profile	Technical	Minimum	Level A	Level B	Maximum
1-T	Junior Technical Assistant/ Associates	12,000	14,000	16,000	18,000
2-T	Mid-Level Technical- Officer	16,000	18,000	22,000	26,000
3-T	Senior Technical - Manger	22,000	24,000	28,000	32,000

* Technical: Program, and M&E

Grade-Profile	Management	Minimum	Level A	Level B	Maximum
1-M	Junior Manager	16,000	18,000	20,000	24,000
2-M	Mid-Level Manager	20,000	24,000	28,000	32,000
3-M	Senior Manager	28,000	30,000	36,000	44,000

* Management: Program Manager, Grant Manger, and Coordinators

In the tables above:

Minimum - This is the entry level for the given profile, meaning the person fulfills the minimum requirements for the job.

Level A - The employee has the experience and knowledge to master most of the duties related to the job in an independent manner. Employees whose salary falls between the Minimum and Level A are in the development phase because they are still learning their job.

Level B - The employee is highly experienced and their level of productivity exceeds the job requirements. Employees whose salary falls between Levels A and B are in the maturity phase because they are mastering their job.

Maximum - The employee is continuously producing results that are well above the requirements of the job. Employees whose salary falls between Level B and Maximum are in the leadership phase because they have demonstrated superior leadership skills and a strong commitment to the organisation.

Additional benefits:

- All local staff members will be provided with Survivors Nepal-sponsored life insurance. This is to safeguard against any mishaps while performing any official duty or travel.
- Where a staff member is critically ill or in a financial situation that changes drastically, they can receive compassionate pay of one and half month salary. Such payment is subject to approval by the Survivors Nepal Board.
- On behalf of all staff members working in Survivors Nepal a **retirement benefit at 10% of basic salary** will be deposited to a nominated Citizen Investment Fund (CIF.)

Annex 2: SAMPLE STANDARD CONTRACT SURVIVORS NEPAL

Employment Contract

Date:

This contract of employment is executed and entered into by and between:

- a. Employer **Survivors Nepal** represented in the contract by _____ of **Survivors Nepal** responsible for compliance herewith.
- b. Employee _____ who bind to the following terms and conditions.

Basic terms of contract:

1. **Employee's job title or position:** _____
2. **Duties:** According to the detailed ToR attached with this contract
3. **Basic monthly salary:**
4. **Benefits:**
5. **Duration of the contract:**
6. **Work-place:** Survivors Nepal, Thapathali, Kathmandu, Nepal
7. **Traveling expenses:** Actual Basis (According to the organizational rules specified in Survivors Human Resource Policy)
8. **Accommodation:** Actual Basis (According to the organizational rules specified in Survivors Human Resource Policy)
9. **Food:** Actual Basis (According to the organizational rules specified in Survivors Human Resource Policy)
10. **Working day and working hours:** Six days per week and 7 hours. From 9 AM - 5 PM with 1-hour lunch break.
A total of 42 hours per week
11. **Overtime:** Non-remunerated, can be substituted into annual leave after approval from the supervisor.
12. **Leave benefits:** Leave Allowances for staff members in Survivors is currently concurrent to Nepal Government's policies on public holidays, sick leave, annual leave, maternity leave, and obsequies leaves. This is transitional arrangement and will be revised after the Survivors HR manual is complete.
13. **Medical coverage:** The organization is unable to provide any medical insurance do to insufficient funds.
14. **Insurance:** Survivors will provide insurance against death and disability that has occurred while performing duty.
15. **Renewal of contract:** The contract is renewable with the mutual agreement of both the employer and the employee at the end of the agreement date.
16. **Termination:** This contract can be terminated in the following circumstances:

- i. By employee by giving an advance notice of one month in writing
- ii. By employer by giving an advance notice of one month in case of mandatory redundancy such as termination of donor grant, closure of a project or program or restructuring of the organization.
- iii. By the employer in case of willful neglect of the organization’s interest, or neglect of duties after a written notice of 15 days.
- iv. By employer in cases employee has willfully created harm to the organizations and or commit a criminal offence and or conduct financial mismanagement. Such termination is immediate and should be approved by majority of executive members.

17. **Certification:** The employer and the employee certify that they read the agreement and that they fully understand and both further certify that the terms and conditions together with the application constitute their entire agreement or understand that aside from this contract shall be considered null and void.

In witness where of the parties have here unto voluntarily signed their Respective names below on this

..... day of..... 20..... at Kathmandu, Nepal.

Signature of Employer

Signature of employee

Seal of the Company

Witness

Signature

- 1.
- 2.

Annex 3: Survivors Nepal Performance Appraisal Template

Name:

Position:

Type of Appraisal: Probation Annual

Period of Appraisal:

Supervisor:

Instructions:

This staff performance appraisal is to assess the staff member's overall performance, including any factors influencing the staff member's ability to perform his or her roles and responsibilities effectively. The appraisal consists of the following components.

1. Self Appraisal

Staff's evaluation of his/her performance during the appraisal period. This section intends to affirm a realistic job description, evaluate how the staff performed, what has been achieved, any obstacles faced and the areas or skills needed to perform better.

2. Core Skills Evaluation

The purpose of the core skills assessment is to assess the competency of the staff member in relation to what are considered to be the core skills required of all staff at Survivors Nepal to undertake their work effectively. Core skills are considered to be the set of basic skills that all staff are required to have as distinct from specialist skills, e.g. finance or resource development.

3. Agreed Key Outcomes

Key outcomes for staff to accomplish over the next appraisal period.

Staff appraisal process shall follow the following steps.

1. Staff evaluates his or her performance by completing the three components above.
2. Staff and supervisor meet to discuss possible disagreements or discrepancies between the staff's self-appraisal and the supervisor's evaluation of the staff. This step is intended to ensure comprehensive evaluation of performance and to provide staff an opportunity to explain beyond writing his or her own evaluation as well as the supervisor to provide feedback and suggestions for improvement.
3. Staff and supervisor agree on key outcomes for next appraisal period. This section is completed by the staff after the appraisal meeting.
4. Supervisor provides overall comments and rating.
5. Appraisal records are kept in staff's confidential personnel folder.

PART I: SELF-APPRAISAL

1. Please describe, in actuality and regardless of your job description, the current tasks performed under your roles and responsibilities.

2. What are your achievements over the appraisal period?

3. Describe the limitations or obstacles that impeded your performance from fully successful implementation or satisfaction, including any solutions attempted.

4. What kind of support would have enabled you to perform beyond the extent currently achieved?

5. What are the areas or skills you feel you could improve or would like to build on in order for you to perform your job more satisfactorily?

PART II: CORE SKILLS

PLEASE COMPLETE THE FOLLOWING RATING SCALES

(Please tick the box, e.g. ✓) 1. Requires Attention 2. Effective 3. Exceeds Requirements.

SKILL / KNOWLEDGE AREA	PERFORMANCE			COMMENTS
	1.	2.	3.	
1. EFFICIENCY AND EFFECTIVENESS Ability to achieve agreed results or objectives in a timely manner.				
2. INITIATIVE AND RESOURCEFULNESS Ability to exercise initiative and judgment within delegated responsibility.				
3. RESPONSIBILITY AND RELIABILITY Accepting responsibility and standing by decisions within delegated responsibility.				
4. ORGANISATIONAL AND PROFESSIONAL KNOWLEDGE Application of organisational and acquired specialist knowledge to current position.				
5. PROBLEM SOLVING Achieving practical solutions to problems.				
6. ORGANISING AND PLANNING Ability to set priorities, plan and organise work, and anticipate possible problems.				
7. VERBAL COMMUNICATION Effective communication with individuals as well as in group situations.				
8. WRITTEN COMMUNICATION Clear expression of ideas in writing, including good grammar and effective presentation.				
9. TEAMWORK Responding to people and situations within and between teams to achieve results. Promoting team learning.				
10. LIAISON Developing and supporting working relationships with APN+ members and stakeholders.				

3. SETTING AGREED KEY OUTCOMES

Key outcomes are the priority work responsibilities, tasks or projects that you forward plan and hope to complete within a set period of time. The key outcomes that you develop in this plan will be based on an evaluation of your previous key outcomes and forward planning of new or revised key outcomes during twelve-monthly performance development meetings. There shall be a maximum of eight key outcomes.

Key Outcomes	Indicators

4. SUPERVISOR'S OVERALL COMMENTS AND RATING

Supervisor's rating: _____

- 1 – needs improvement
- 2 – commendable
- 3 – good
- 4 – excellent

Staff
Date:

Supervisor
Date: