

EMPLOYMENT POLICY MANNUAL 2067/068



**Right to Access Nepal "RAN"
Kathmandu, Nepal
2066**

22nd Ashoj, 2067



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1. PURPOSE AND SCOPE

- 1.1 The purpose of the employment policy is to safeguard the interests of both the **Right to Access Nepal, Nepal (RAN)** as employer and the staff as employees in order to achieve fulfilment of the work of RAN according to the constitutional provision of RAN.
- 1.2 This policy shall apply to all employees of RAN Programme/Projects/Departments.
- 1.3 Director/Manager/Department heads shall be responsible to execute the rules of the policy. Any problems of interpretation should be referred to the RAN Executive Committee. The RAN EC shall have the final authority in interpreting the rules.

2. DEFINITION OF TERMS AND CLASSIFICATION OF EMPLOYEE STATUS

2.1 Definition of Terms

Within the context of this policy, the following terms are thus defined:

- 2.1.1 **"RAN"** means Right to Access Nepal.
- 2.1.2 **EC** means Executive Committee of "RAN".
- 2.1.3 **PMC** means Programme management Committee of RAN, responsible to the RAN EC for the execution and implementation of management related tasks.
- 2.1.4 **ED** means Executive Director of "RAN".
- 2.1.5 **PM** means Programme manager of "RAN".
- 2.1.6 **PC** means Project Co-ordinator of a particular Project within "RAN".
- 2.1.7 **FC** means Finance Co-ordinator of finance of "RAN".
- 2.1.8 **HOD** means head of department or Project Coordinator
- 2.1.9 **Programme** means overall projects of "RAN".
- 2.1.10 **Project** means a part within the "RAN".
- 2.1.11 **Department** means a smaller team of Programme.
- 2.1.12 **Employee or Staff member** means any person appointed to any service or post in connection with the affairs of the Programme.
- 2.1.13 In this manual the word **"he"** is used but this should not create gender related confusions as here it indicates both **"he"** or **"she"**.

2.2 Classification of Employees Status

The Level of staffing shall start from level 1 to 12. The level title of designation and grading criteria including minimum qualification (see section 31). However PMC/EC could give appointment as non - level categories such as Volunteer, Community Mobilizer etc. all employees of RAN shall be included in one of the following classifications of status of employment:

2.2.1. Probationary:

An employee provisionally employed to fill the vacancy in a fixed term post for a specified period of time: normally six months. This is a period of probation and may be extended in individual cases on the merits of each case by the employer. Generally, extensions shall not be for more than a total of one year; in period of not more than six months.



In case of new appointment, promotion or transfer from one project to another of a fixed term staff, he/she should not be treated as probationary staff again if there is no gap of more than three months and this will be applicable in case of similar post on similar nature of program or one level up for similar nature of program.

2.2.2. Fixed Term:

An employee whose service has been confirmed for a specified period of time, after completion of the probation period. Normally a fixed term post will remain for the duration of an agreement period or the duration of the Program or Department whichever is shorter.

2.2.3. Special Contract:

An employee whose term of service or tasks has been specified for a certain period. The provision of salary and benefits will depend upon the decision of the PMC/EC and also as per the project nature.

2.2.4. Part-Time:

An employee who regularly puts in an agreed number of hours of work per day/week in a project/program/department on a mutually agreed schedules. The nature of such agreement could be probationary or fixed term.

2.2.6. Daily wage:

The concerned Project/Program Management Committee could set daily wages rates according to the nature of the job and the working hours. Full time daily wages rate should not exceed the salary package of the same grade.

3. RECRUITMENT AND APPOINTMENT

3.1 Recruitment

3.1.1 Creation of Post

- a) RAN EC shall have the authority to approve job vacancies according to the recommendation forwarded by PMC.
- b) PMC shall recommend to the RAN EC to create vacancy for different project after carrying out an evaluation of staff recruitment on the basis of existing and proposed programme's activities.

3.1.2 Selection authority

- a) A staff selection committee will be formed as following:
 - Chairperson of RAN EC
 - Secretary of RAN EC
 - Treasurer of RAN EC
 - Executive Director
 - Programme Manager
 - Relevant Project/Department Head
- b) Representative of concern donor partner could be involved in selection process.



- c) Any expert could be assigned to carry out test and interview regarding the staff selection process.

3.1.3 Selection Criteria

- a) Selection shall be on the basis of all or some of the following;
- Application form details
 - Academic qualification
 - Previous work experience
 - Attitude, behaviour and personality
 - Required skill
 - Written/practical test and oral interview
- b) Job grading criteria shall be approved by RAN EC/PMC. Please refer to job grading criteria for details as section 31.
- c) Priority will be given for target group e.g. Women, Dalit, Janajati, Marginalized groups etc.

3.1.4 Selection Process

- a) All fixed term staff except part time will have been selected on merit basis as mentioned in section 3.1.3 a).
- b) Advertisement in relation to staff selection should be published as following:
- Officer level and above in National Newspaper
 - Below Officer (level 3 - 6) in Local Newspaper
 - All internal, Volunteer, Helper/Messenger/Watchman/Cook r eon level in the office notice board.
- C) Usually advertisement shall be published 15 days prior to the exam. However it could be decided by PMC/EC on the basis of the urgency and nature of recruitment.

3.2 Appointment

3.2.1 Eligibility for employment

He/She should be

- a) A Nepali citizen
- b) Minimum age of 18 years
- c) No record of criminal conviction
- d) Sound mental health

There will be no restriction on employment in relation to ethnicity, caste, religion or gender, sexual orientation and minorities.

Non Nepalese citizen could serve as expatriate volunteer staff, if any contract is made between RAN EC and him/her.

3.2.2 Authority of appointment

After the completion of staff selection process, formal appointment letter shall be given by ED to the selected candidates, however in case of ED it shall be given by RAN Chairperson.



4. EMPLOYMENT YEAR

The employment year begins from 1st Shrawan. All calculations regarding leaves and increments are based on the year 1st Shrawan to end of Ashad. In relation to specific project based staff, leave can be calculated on the basis of project period.

5. HOURS OF WORK

- 5.1. The total number of hours to be worked each week is Sunday to Friday 10:00 to 5:00.
- 5.2. The total numbers of working hour will be 42 per week however; the office time shall be different as per the nature of the work.
- 5.3. Number of working hour will not be adopted for emergency and rotation basic service; they should do additional working hours, if needed in programme. However the extra hours shall be compensated by in lieu leave.
- 5.4. If a member of staff does not attend for duty, disciplinary action may be taken. (See section 21)

6. HOLIDAYS AND LEAVE

6.1 Festival Holidays

6.1.1 *There are Twenty [19] Festival holidays per year.*

(a) Dashain	-	5 days
(b) Tihar	-	3 days
(c) Constitution Day	-	1 day, Kartik 23
(d) Lokatantra Diwas	-	1 day, Baishakh 11
(e) Martyr's Day	-	1 day, Magh 16
(f) Democracy/Republican Day-	-	1 day
(g) Chaitra Deshain (Ramnawami) -	-	1 day
(h) Nepali New Year	-	1 day, Baishakh 1
(i) Buddha Jayanti	-	1 day
(j) Holi	-	1 day
(k) Teej	-	1 day (Female staff)
(l) Loshar	-	1 day, Poush 15
(m) Mage Sakranti	-	1 day, Magh 1

6.1.2 If a member of staff has to work on one of the above days, or if one of these days falls on a normal weekly holiday, a day "in lieu" will be given. Such time in lieu must be taken within a month of the date which the Festival Holiday falls.

6.1.3 Leave taken on days other than those mentioned above, will be treated as Annual leave.

6.2 Festival Leave - 19 days

6.3 Unscheduled Holidays

- 6.3.1 Acknowledging the unscheduled holidays granted by Nepal Government, for special occasions, staff will receive only one day leave at those time. However, on the occasion of mourning the death of special person, leave shall be granted as announced by Nepal Government up to more than one day PMC could prior decide upon such type of each holidays.
- 6.3.2 If any member of staff has to work during such holiday times, then time 'in lieu' will be given. However, no such time will be given if these holidays fall on normal weekly holidays or while a member of staff is taking any other type of leave. Such time in lieu must be taken within a month of the date in which the unscheduled holiday falls.

6.4 Annual Leave

- 6.4.1 Staffs are entitled to 24 working days.
- 6.4.2 If, due to work pressure, the employer cannot grant leave he may authorize annual leave to be carried forward to the next year to be taken in the first six months of that year. If the leave is more than two working weeks he may authorize payment of salary (Basic scale plus annual grades only) in lieu of leave for leave of more than two working weeks for a maximum of another two working weeks. If the payable leave is more than two weeks justification should be submitted to the PMC for approval.
- 6.4.3 If the employer agrees, a maximum of 12 working days annual leave may be brought forward by the fixed term staff from the following year's leave.
- 6.4.4 Salaries will not be paid in lieu of annual leave
- 6.4.5 The minimum period of annual leave available is half a day.
- 6.4.6 Leave taken for sitting examinations is deducted from annual leave.
- 6.4.7 Request Procedure: Annual leave must be applied for in writing in duplicate to the department head.
- (a) Over two working weeks - One month in advance
 - (b) Three days or more - One week in advance
 - (c) Less than three days - One working day in advance.
 - (d) The Programme Manager/Department heads may waive the above condition at his discretion.

6.5 Sick Leave

- 6.5.1 The Executive Director/Programme Manager/Department heads should be informed whenever a member of staff is unable to attend for work because of illness. Sick leave of more than seven (7) days will only be granted on production of a medical certificate signed by a Medical Officer, specifying the number of days needed for sick leave. If at the end of this period additional days are needed a second certificate will be required.
- 6.5.2 Staffs are entitled to the equivalent of 12 days sick leave per year on full pay.
- 6.5.3 On normal circumstances sick leave should be used for personal sickness only. However, in exceptional cases (if there is no remaining Annual Leave or other leaves) the employer may grant sick leave to look after other members of the family (spouse, children, parents, and parents or parents-in-law for female staff) as well.



- 6.5.4 Any remaining sick leave at the end of employment with RAN (or condition as stated in above) is compensated for at the basic scale plus increments, which the member of staff is receiving at that time. The "remaining days" shall be calculated on the basis of a working week.

The calculation of the financial value of the "remaining days" shall be made using the following formula:-

Basic Scale plus Grade x 12/365 x "Remaining Days"

- 6.5.5 The minimum period of sick leave available is half a day.
- 6.5.6 Fixed term staffs are permitted to take up to two working weeks sick leave in addition to outstanding entitlement providing they have a doctor's recommendation. This will be deducted from future entitlement. The minimum amount of sick leave available this way will be five days.
- 6.5.7 In the case of a long illness, the post of fixed term employee will be kept open for up to three months from the start of the sick leave. However, this shall not exceed the period of fixed term contract.
- 6.5.8 Following a period of continued or recurrent ill health, it may be necessary to terminate employment.

6.6 Leave facility for Staffs (for Beneficiary Groups) :

In case of frequently severe illness and if there is no any leave left, maximum one week of additional sick leave may be granted with prior approval from PMC/EC to Staffs from Beneficiary Groups.

6.7 Maternity Leave

A female staff member is entitled to 8 weeks paid maternity leave for her first two deliveries only. If one of her first two children dies the employer may grant maternity leave for an additional delivery. Two of these two weeks may be taken before delivery.

6.8 Paternity Leave

A male staff member is entitled to 3 days paid paternity leave for his first two children's birth only. If one of his first two children dies the employer may grant paternity leave for an additional delivery.

6.9 Unpaid Leave

- 6.8.1 Unpaid leave may be given to staff only after using up all the current year's annual leave, Advance two weeks leave from following year if applicable and if the reason to take unpaid leave is for illness then the staff member should have used up all sick leaves.
- 6.8.2 Having done this, if the staff member with recommendation from Department head still needs unpaid leave the ED could authorise up to 15 days. If the unpaid leave is for more than 15 days it should be approved by the P
- 6.8.3 It may be granted for any reasonable length of time as necessary and at the discretion of the PMC.

6.10 Compassionate Leave

- 6.9.1 In the case of death in the family fifteen days' leave (including normal week days off) shall be granted with pay. This leave is intended for the death of an immediate family member, the immediate family being understood as parents of male staff and unmarried female staff (in the case of married female staff, parents-in-law), wife, husband, and children who have never been married. In the case of the death of parents-in-law of male staff and parents of married female staff the leave shall be five days including normal week days off. Any extra leave shall be deducted from annual leave.
- 6.9.2 In the case of the death of a staff member, a memorial function may be held in the staff member's place of work and a day-off given to all staff of the work place.

6.11 Leave in Lieu

In principle it is considered reasonable that every staff member shall have one day off in a week when they are neither working nor travelling.

- 6.11.1 If a travel order begins at the end of a week without a day off taken before the travel order begins, one day leave in lieu shall be given for the first week of the travel order.
- 6.11.2 If a travel order is written for seven days or more and within that time there is one day for each seven complete days on which there is no work or travel requirement (*a rest day*) then no leave in lieu will be granted for that travel order (*other than any day due as in 6.7.1.*). If during a travel order of seven days or more, it is not possible for work reasons to give one rest day for every complete seven days then leave in lieu will be given at the rate of one day for every complete seven days less any rest days taken during the travel order.
- 6.11.3 The above leave in lieu must be taken within one month after the end of travel order. Otherwise this privilege will be forfeited. Leave in lieu should not exceed 2 days per month.
- 6.11.4 If staffs have to undergo any training or workshop or other official work (organized in home district or outside) during a public holiday, he/she is not accountable for Leave in Lieu for that public holiday. Leave in lieu can not be granted for less than half working day.

6.12 Leave Record / Liability

- 6.12.1 Leave record should be calculated according to the project period of the program.
- 6.12.2 Staffs under probationary and special contract basis are liable to get only accumulative leave during the period. Advance leave shall not be given for staff under such term.

6.13 Absence without Leave

Absence without prior approval of leave creates uncertainty and disrupts the work of the department. All staff are therefore expected to follow the procedures stated above, Request Procedure. If a staff member is absent without prior notice the punishment must be taken.



7. TRANSFER

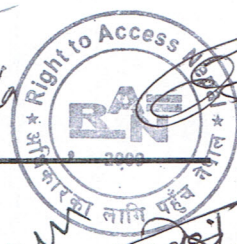
The employer reserves the right to transfer a member of staff from one to another department/unit within the RAN Programme.

8. PROMOTION

- 8.1 Promotion can be considered only when there is a vacant post at a higher level.
- 8.2 An employee may apply for promotion to a higher vacant approved post if he has the required qualification and experience. Generally promotion should not be more than one grade at a time. However, a new appointment may be given to a staff member in any post if he has the required qualification and experience. The annual staff assessment and other evaluation reports must justify the promotion.
- 8.3 In a developing unit a post may be upgraded and the current incumbent of the lower post be promoted into the new post. The annual staff assessment and other evaluation reports must justify the promotion.
- 8.4 Promotion of RAN level 1 staffs to 6 shall be given by the PMC and level 7 and above staffs shall be given by EC after interview.
- 8.5 Promotion may not be dated to take effect before the first of the month of the decision.
- 8.6 When an employee is promoted into a higher grade he will be given a new job description involving more responsibility and work. If the promotion is to Officer and above then the employee should have received a copy of the paper 'Officer Posts' in RAN and have read and signed his acceptance of the paper. The signed paper should be kept in his personal file.
- 8.7 After the promotion into a new grade the employee shall receive the minimum scale without grades for that post or a five percent increase on the previous posts salary (Basic plus grades) whichever is greater. If this figure is more than basic the rest shall be paid as grades, rounded up to the nearest half ($\frac{1}{2}$) grades above the five percent (5%).

9. TRAINING

- 9.1 Training courses could be arranged by the RAN. Terms and conditions will be in accordance with the RAN EC decision.
- 9.2 In-service training Programmes may be planned and prepared by the Programme/Project/Departments. In-service training will usually be followed by an examination.
- 9.3 Successful completion of a training course will not necessarily lead to promotion. Better performance because of the training will be recorded as it is seen at the annual assessment.
- 9.4 In a training course full DSA will not be paid if the course is local or if the board is paid directly or other arrangement is made. If necessary a small proportion of DSA may be paid for other necessary extra expenses at the discretion of the PMC.



- 9.5 If staff attends any residential training with the full facility of food and accommodation within the country and SAARC region then that staff will receive training allowance equal to the 10 % of DSA.
- 9.6 Any staff can be proposed to PMC through her/his supervisor for attaining training of up to one month, and PMC bears the right to grant paid leave for training participation. Further one month of unpaid leave may be granted by EC / PMC decision in case the training exceeds the one month limit.

10. SALARIES

- 10.1 All salaries are paid according to the RAN salary scales (see section 30).
- 10.2 Salaries are paid according to the post held by the member of staff, not necessarily to the qualifications of the member of staff holding the post. A member of staff gaining an additional educational certificate does not automatically become eligible for a higher salary scale.
- 10.3 Salaries are paid after the 27th day of every English month. Time sheet attached should have the attendance from 1-25 of the current month and 26-30/31 of the previous month.
- 10.4 Except for advances for work purposes no loans and advances shall be granted against salary. RAN Provident Fund loans are an exception to this.
- 10.5 Formula for a calculation of salary: In the calculation of salary for a period of days the following formula should be used:

$$\text{Total monthly salary} \times 12 \text{ (months in a year)} \div 365 \times \text{number of days}$$

(Including normal weekly holidays)

11. ANNUAL GRADES

- 11.1 The Salary Scale provides for a system of level paid monthly. An annual increase of grades will be effective from 1st Shrawan each year, and is available to all fixed term staff appointed before that date, subject to the conditions stated in 11.2, 11.3 and 11.4 below.
- 11.2 Staff who are given a fixed term contract shall receive one grade in the month following completion of one continuous year service (first day of appointment) with RAN and shall be eligible for a further grade on the 1st Shrawan following.
- 11.3 Staff who are given a fixed term contract after one year or more of continuous service (probationary) with RAN since initial appointment/reappointment shall receive one grade at the commencement of fixed term employment and shall be eligible for a further grade on the 1st Shrawan following.
- 11.4 The rate of annual grades shall be 2.25% of basic scale (rounded off to nearest rupee) for each post.
- 11.5 The maximum number of grades payable shall not be more than 10.
- 11.6 Considering the higher performance and extra ordinary achievement made by staffs, PMC can grant maximum 3 grades as reward at a time maximum no. of three staff.



12. ALLOWANCES

12.1 Acting and extra responsibility Allowance

12.1.1 Acting responsibility

The Acting Responsibility is termed as "Kayam Mukayam (Ka.Mu.)" in Nepali.

(a) Acting Responsibility shall only be given on the following conditions.

- (i) The post should be vacant
- (ii) The new prospective staff member should not be less than one grade lower.
- (iii) The acting appointment must be approved by the management committee.
- (iv) The acting assignment should not be for more than one year. A definite decision should be made to fill the post within this period.

(b) The benefits and limitations of Acting Responsibility shall be as follows:

- (i) The allowance shall be equivalent to the difference in the current salary package (basic, basic scale, medical expenses and area allowance) and the salary package of one grade higher.
- (ii) If the Acting Responsibility is for more than three months, the difference in the Festival allowance shall also be given on pro-rata basis.
- (iii) This allowance shall cease to be paid when the post is filled by another appointee or the post is cancelled or when the employee working in an acting capacity leaves that post, whichever is the sooner.

12.1.2 Extra Responsibility Allowance

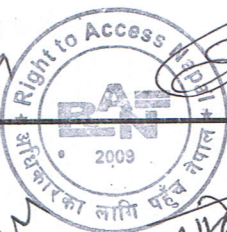
The Extra Responsibility is termed as "Nimitta" in Nepali.

(a) Extra Responsibility shall only be given on the following conditions.

- (i) The post may or may not be vacant depending on the situation.
- (ii) The staff member who would take on extra responsibility could be one or more grades below the normal post holder.
- (iii) The Extra Responsibility should be formally assigned.
- (iv) The acting assignment should not be for more than one year. A definite decision should be made to fill the post within this period.

(b) The benefits and limitations of Extra Responsibility shall be as follows:

- (i) The extra responsibility allowance shall only be paid if the extra responsibility assigned is for more than two weeks.
- (ii) The allowance shall be equivalent to the difference in the current basic salary scale of the employee and the basic salary scale of one level higher. This shall be the case even if the post concerned is two or more levels higher than the level of the staff member granted extra responsibility allowance because the level of responsibility and competence expected of him will be below that of the normal post holder.



- (iii) If the staff member, who is taking extra responsibility, takes leave for more than one week he shall not be entitled to receive extra responsibility allowance during the leave period.
- (iv) This allowance will cease to be paid when the normal post holder returns or when the post is filled by another appointee or when the employee working in an acting capacity leaves that post, whichever is the sooner.

12.2 Festival Allowance

- 12.2.1 This is an allowance available once annually with the salary of September.
- 12.2.2 Festival allowance for the period between the date of appointment and the end of Ashadh and in the year of appointment is paid on a pro-rata basis. If a staff member has worked more than one year and his service is terminated anytime between Shrawan 1 of the current year to Ashadh end of the following year, he shall receive holiday/festival allowance at the rate of one month's basic scale plus grades if he has not taken it for the year. If this allowance is taken already no refund shall be made by the staff member.
- 12.2.3 But staff leaving /terminating/ quitting the organization before the end of Bhadra shall receive the festival allowance on pro-rata basis.

12.3 Travel Costs

- 12.3.1 Travel costs in the course of duty will be paid according to the Travel order. This does not include travel between home and normal place of work. Normally the travel within Nepal is by bus and outside Nepal is by bus or second class rail.
- 12.3.2 Under normal circumstances taking into account of time, daily subsistence allowance, as well as ticket cost, the appropriate means of travel should be authorised to office helper to Asst. Officer. However, the Programme Co-ordinator shall authorise air travel as far as possible for an officer for places where it is possible to travel by air as per fund availability and approved travel order.
- 12.3.3 RAN Nepal recommends travelling by cheapest public vehicles like by bus, minibus, micro bus and rikshaw, tanga etc. But consideration can be taken with proper justification, in case of exceptional and time bounded circumstances.

12.4 Daily Subsistence Allowance (DSA)

- 12.4.1 DSA is given for each night spent away from home providing it is covered by a valid Travel Order. This facility is given to compensate normal or extra work, personal inconvenience including walking and the extra cost of food and lodging. Overtime shall not be paid during travel order period. 50% of the DSA is paid for the return day of any field trip, regardless of lateness of return on that day.
- 12.4.3 This allowance is paid regardless of distance travelled, and is only available when staying further than 2 hours' travelling time from the normal place of work.
- 12.4.4 Apart from the normal office time, If any staffs are assigned to work out of his/her working station for more than 4 hours, 50% of the DSA is paid for that day.
- 12.4.4 Staff spending a full day (two hours time away from his normal place of work and to be working at least six hours day in addition to a minimum of four hours of working) in

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field work who do not qualify for DSA because they do not spend a night away from home are entitled to 50% of the DSA.

- 12.4.5 DSA will not be paid if the board is paid directly, for example in a training course. If necessary a small proportion of DSA may be paid for other necessary extra expenses at the discretion of the PMC/EC.
- 12.4.6 Under the case of training/workshop organized by other organization, attending staff will receive DSA and other allowance according to the organizing organization rules and policy (see section 30.3)
- 12.4.7 As per project nature, EC/PMC can decide to provide monthly fix flat rate for field base staffs as DSA from the budget of concerned project. These staff can not claim extra DSA for any program activities in her/his project area.
- 12.4.7 *DSA for SAARC Countries*
- (a) The DSA for India will be double the metro DSA of Nepal.
 - (b) The DSA for other SAARC countries except India will 250% of the metro DSA of Nepal.
 - (c) If the trip to a SAARC country is for training purpose, full DSA as stated in section (a) will be paid for the travelling period only. For the period of training a separate arrangement would be made as stated in Section 8.
 - (d) If the trip requires a staff member to stay in a hotel, a reasonable accommodation bill as agreed with management shall also be paid on top of DSA.
 - (e) DSA during long term training (more than 2 weeks and for SAARC Countries), DSA is decided from the agreement between the management body and the staff taking the training.

12.5. Project Allowance:

If the responsibility and workload of staff is increased, Executive Committee can decide to provide monetary facility to her/him as project allowance.

13. TRANSPORT FACILITIES

13.1 Use of Vehicles and Motor Cycles

13.1.1 Only drivers employed for driving will be allowed to drive four wheeled vehicles.

13.1.2 Staff who has government license and approval through PMC will be allowed to use a motorcycle for work purposes, during working hours. The cost involved will be covered by the Programme/Departments concerned. The RAN Vehicle Policy should be understood and followed at all times.

14. PROVIDENT FUND

10% of basic salary of all staff of the RAN whose appointment has been confirmed as fixed term shall be deducted and 10% amount shall be added on that amount which will be deposited in Citizen Investment Trust (CIT) as decided by RANEC. The benefit and other policies will be according to the concerned organisation.



15. GRATUITY

15.1 Annual Service Gratuity

- 15.1.1 The End of Service Gratuity shall be given to any Fixed Term staff
- 15.1.2 The end of service gratuity shall be one month's basic salary plus grade at end of each year's December. If the service shall not be complete year, gratuity shall be calculated on pro rata basis.
- 15.1.3 Annual service Gratuity shall be paid upon completion of the fixed term contract, redundancy, resignation, retirement, or death of the member of staff, and will normally be paid within three months of that date.
- 15.1.4 In the case of death of a member of staff payment shall be made to his named beneficiary if living, otherwise in the following order of preference:
 - (a) Spouse
 - (b) Children below 18 years of age (*in equal share*)
 - (c) Unmarried daughters (*in equal share*)
 - (d) Other children (*in equal share*)
 - (e) Parents
 - (f) In the absence of any of the above, according to the discretion of the RAN EC.

16. STAFF INSURANCE

16.1 Personal Accident Insurance

RAN insures all staff under a Personal Accident Policy. Compensation for death or permanent disability may be claimed following an accident, and paid according to the decision of the insurance company.

16.2 Medical Insurance Scheme

- 16.2.1 All RAN staffs are eligible to get medical insurance facility.
- 16.2.2 An agreement will be made with a selected Insurance Company regarding this insurance scheme.
- 16.2.3 According to the agreement made between Insurance Company and RAN, employer shall pay a fixed amount annually as premium.
- 16.2.4 Benefits will be given according to the rule and regulations of concerned Insurance Company.

17. CONFIDENTIALITY

- 17.1 Confidential or sensitive information acquired in the course of work and which may be harmful to anyone, is not to be imparted outside the Programme. Staff members doing so are liable to disciplinary action.
- 17.2 Staff members are not to impart to inappropriate people, information about other members of staff which could be harmful. Staff members doing so are liable for disciplinary action.

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18. POLITICS

- 18.1 Staff has the right to hold their own political beliefs to support the democratic political process. However, the political activities of any staff member must not be in conflict with the interests of RAN. It is RAN policy to treat people of different political beliefs equally as we do patients or clients.

19. DISCIPLINE

19.1 General formalities

- a) The standards of conduct which RAN seeks to uphold are those needed to maintain the quality of RAN's work and good order in the work places. These shall be specified in the working practices of a Programme and/or the job description of the post.
- b) After investigation of any incident a staff member who fails to meet these standards of conduct will normally be given a warning and helped to improve. Failure to meet these standards may lead to disciplinary action. If this is needed it will also be with the intention to encourage a change in conduct as far as possible.
- c) Staff members who fail in their work performance will have this dealt with by their work supervisor RAN normally and if appropriate during a staff assessment. Disciplinary action shall only be taken in the case of continued failure to achieve expected work performance.
- d) An oral warning of disciplinary action, when necessary, will be initiated as quickly as possible and will be dealt with fairly.

19.2 Oral Warnings

An oral warning will be given for any reason as stated in 19.1 above. It will be given if needed by the direct supervisor or Programme/Department Head, after hearing the staff member's view of the incident. No formal record will be made for the personal file but a brief note will be kept in the personal file for reference. It shall be kept and may be used as a reminder to the staff member for six months but thereafter should be destroyed.

19.3 Disciplinary action

This will be initiated if the Programme/Department Head considers it is necessary for one of the following reason.

- a) A continuing series of minor failures in conduct or work performances which have been the subject of oral warnings of discussed during work assessments.
- b) An incident considered too serious to be dealt with by an oral warning.

19.3.1 Procedure

- a) The Programme/Project/Department Head will arrange a formal interview at which the staff member may present his case. The Programme/ Project/Department Head and the staff member's immediate supervisor or another senior staff member will conduct the interview.



- b) As soon as possible (i.e. within one week) after the interview and any further enquiries are complete the staff member will be RAN informed in writing of the result. If he/she is cleared of the charge all relevant documents will be destroyed unless the staff member requests that an agreed record is kept on his file. If he is not cleared written notification of this (see 19.4) will be given. This and any other necessary records will be kept on his personal file.

19.4 Disciplinary Results

The following results may be imposed.

19.4.1 Written Warnings

- a) A written warning may be issued by the Programme/Department Head. It will include a summary of the misconduct and a warning of the consequence of any further misconduct or failure to improve. The warning letter will be signed as received by the staff member and a copy put into the personal file.
- b) During the next twelve months no promotion, training opportunity or other discretionary benefit shall be given and any approved but not implemented will be suspended and subsequently reviewed later. In addition during this twelve month period the staff member cannot obtain a "No Objection" letter from his/her Programme/Department Head with regard to an application for a higher grade RAN vacancy.
- c) A second written warning may be issued for a further misconduct during the period of twelve months. In this case the period will begin again.
- d) At the end of period of discipline the written warning should be overwritten by a notice indicating satisfactory service.

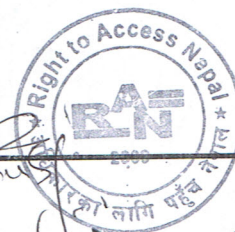
19.4.2 Penalties

If two written warnings have issued or if the offence is considered to be too serious for a written warning only the Programme/ Project/ Department Head will refer the matter to the ED. With recommendation ED, it will be forwarded to PMC for consideration of the penalty to be imposed. On the basis of the recommendation, one or more of the following action could be taken:

- a) Suspension without pay for up to ten days
- b) Restitution of damage caused
- c) Cutting increments
- d) Transfer
- e) Demotion-Maximum of one grade. All increments lost as part of this action.
- f) Dismissal – see Section 21 below
- g) Any other appropriate action.

19.5 Right to Appeal

Any staff member receiving a disciplinary penalty has the right to appeal to RAN EC. The decision of the RAN EC shall be final.



20. SUSPENSION

- 20.1 In the case of serious charge being brought against a member of staff, which may result in dismissal or where the presence of the staff member in the work place may affect the investigation of the charge, the most senior person in the Programme/Project/ Department at that place may suspend the member of staff for the period of inquiry by a written order.
- 20.2 As soon as the suspension order is written, the person writing the order must report the whole matter to the RAN Director/Chairperson and PMC the within a week excluding travelling time if required.
- 20.3 RAN Director, the Programme/ Project/ Department Head will arrange a formal interview at which the staff member may present his case. The Programme/Department Head and the staff member immediate supervisor or another senior staff member will conduct the interview.
- 20.4 After the interview the case shall be forwarded to the committee for hearing and decision (PMC in the case of grades 1-6 staff and RAN EC for grades 7 and above staff).
- 20.5 The committee shall decide whether to uphold the suspension and dismiss the employee as stated in section 20 or impose disciplinary actions as stated in section 19.3 or exonerate him/her. If the suspension is not upheld salary for the period shall be paid as for on duty.

21. DISMISSAL

The dismissal may take two forms, dismissal with notice or summary dismissal, depending on the reason for dismissal.

21.1

- 21.1.1 This will do if it follows a series of failures resulting in disciplinary action and penalties after which the staff member has not shown the ability or willingness to maintain the required standards. It may also occasionally result from a single serious incident where it is not thought necessary to proceed to summary dismissal.
- 21.1.2 A staff member dismissed with notice will receive full salary and benefits from the date of suspension plus one month salary and allowances in lieu of notice.

21.2 Summary Dismissal

This is only carried out in cases of gross misconduct or serious breach of standards or terms of employment. If a staff member is summarily dismissed, no salary in lieu of notice or gratuity payment will be made and any materials loss to RAN, e.g. through dishonesty or damage will be deducted from outstanding salary, leaves payment, or provident fund monies held.

22. RELAPSE CASE

If any recovering staffs are found to be relapsed, the organization will provide support to the concerned staff in counselling and treatment process. In that case he /she will not be allowed to continue their job in RAN during treatment period. However they will be eligible to rejoin their previous job after the completion of treatment process as per the recommendation of Supervisor and PMC decision.



23. TERMINATION OF EMPLOYMENT BY EMPLOYER

- 23.1 Any employee found to be medically unfit (because of continued, or recurrent ill health or disability) for further service shall be liable to termination of service on the recommendation of RAN appointed doctors. Such a recommendation should then be ratified by the respective Executive Committee. The employer shall give one month's advance notice or one month's salary (basic scale, grades and all other allowances) in lieu of the termination.
- 23.2 The employment of all staff including fixed term employees shall be considered automatically terminated if the appointment is not renewed before the completion of the stated period. The PMC/EC may give reasons for the termination but the staff shall not be in a position to demand any clarifications of the action from the management.
- 23.3 The ED, after consultation with the Administration and the concerned Programme/Project/Department Head terminate the employment of probationary and special contract staff except Fixed term staff at any time during the contract period by giving two weeks notice or by paying two weeks salary (basic scale, grades and all other allowances) in lieu of notice. But in case of fixed term staff the notice period and payment of salary will be one month.

24. RESIGNATION OF EMPLOYMENT BY EMPLOYEE

- 24.1 If a fixed term staff member wishes to resign from his employment at least one month notice is required to be given in writing. He shall be required to be present at his place of work during the period of notice to allow the employer time to replace him. Failure either to give the required notice or be present during the period of notice will be deemed as misconduct and may result in one month's salary (basic, grade and all other allowances) being deducted from the staff member's Provident Fund contributions (see Provident Fund rules).
- 24.2 If a staff under probationary and special contract wish to resign from his employment at least 15 days notice is required to be given in writing.
- 24.3 If any fixed term staff member wishes to terminate his employment one month's notice is required to be given in writing. He shall be required to be present at the place of work during the period of notice to allow the employer time to replace him. Failure either to give the required notice or be present during the period of notice will be deemed as misconduct and may result in two weeks salary (basic, grade and all other allowances) being deducted from the staff member's salary or any other payments.

25. RETIREMENT

An employee shall retire from service on reaching 50 years of age for driver, peon and watchman and 60 years for the rest of employees. But depending on the physical and working capability of the employee, special contract shall be assigned further mentioned age limit.

26. REDUNDANCY OF FIXED TERM STAFF

If the Programme/ Project cease to function due to the government's plan or order, or completion of the life, redundancy benefit shall not be given to the staff. However, in circumstances not mentioned above, if a filled post is deleted and the fixed term employee is made redundant before the due date of the appointment, the following procedure shall be followed:

- 26.1 An empty post may be deleted PMC at any time.

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- 26.2 If the deletion of a filled post makes the fixed term staff member redundant, then PMC may only delete the post after the approval of RAN EC.
- 26.3 If the deletion of the post of the employee is decided more than three months before the termination of employment, and the employee leaves up to three months prior to the expected post cancellation date, he shall still be eligible for redundancy benefit.
- 26.4 One month before the date of termination of the post the employee should be informed in writing of the expected redundancy and encouraged to look for alternative employment.
- 26.5 During the period of the notice the employee is expected to continue working normally but reasonable time off to seek other work will be given e.g. time for attending interviews.
- 26.6 The redundancy payment shall be one month's current basic scale plus grades times' number of years of service completed within the latest appointment. For the calculation of service, if the service period comes to be six months or more, it shall be considered as completion of a full year.
- 26.7 The employer has the right at any time during the period of notice of redundancy (i.e. one month's notice period).

27. STAFF ASSESSMENT/PERFORMANCE EVALUATION

- 27.1 The purpose of staff assessment/performance evaluation is to provide a means of giving both management and staff members an objective summary of the staff member's ability, performance and career development. It will be done annually by the immediate supervisor. On the basis of the assessment/ performance evaluation findings, performance development plan will be developed and submitted to PMC through their respective supervisor.
- 27.2 The result of the assessment will affect promotion or, in the case of unsatisfactory performance over a number of years, disciplinary action including demotion or dismissal may be implemented.

28. STAFF WELFARE FUND

RAN Nepal could establish staff welfare fund, collection from staff as monthly basis for the purpose of staff support activities only targeted groups. This fund is operated by staff welfare committee, which is formulated from RAN staffs only.

29. AUTHENTIC DOCUMENT

In all cases of confusion or conflict regarding the interpretation of the policies, the English text alone shall be considered to be authentic.

30. RIGHT TO AMEND THE RULES

The RAN EC has the right to amend this Policy when necessary. Any change will be notified to the staff. Normally the policy shall only be changed from the 1st of Shrawan.

31. SALARIES

Rates as from 1st Magh 2067



Laxmi Fila

Mudal

19/11

Vilam

21/11/2067

30.1 Salary, Level with Monthly Scale and Annual Grades

LEVEL	MONTHLY SCALE in NRs.	ANNUAL GRADE
1	7,927	178
2	9,828	221
3	11,254	253
4	12,508	281
5	15,269	344
6	16,954	381
7	19,683	443
8	24,788	558
9	27,544	620
10	31,816	716
11	40,280	1000
12	55,000	1250

Note: Project based short term professional salary range from NRs 50,000 to 2,00,000.

30.2 Festival Allowance (See Section 12.2)

Festival allowance is one month's scale plus grade per year.

30.3 Daily Subsistence Allowance (DSA) (See Section 12.4)

- Daily Subsistence Allowance rate will be same for all level i.e. Rs. 1000.00; however it is split out as Lodging – Rs.500.00 and Fooding – Rs. 500.00 for each night spent away on travel order. It could be different if the provided amount is less than our standard by agreement with funding partner.
- This include official visit of all RAN members (EC members, Advisors and general members)

30.4 Insured Amount (See Section 16)

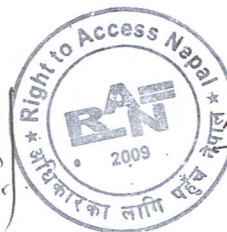
30.4.1 Personal Accident Insurance

- Each employee of level 1 to 6 is insured for NRs.300, 000.
- Each employee of level 7 to above is insured for NRs 400,000

The premium is paid by the Programme.

30.4.2 Medical Insurance Scheme

Medical insurance will be paid by programme as per the agreement made between RAN and Insurance Company.



31. TITLE OF DESIGNATION AND JOB GRADING CRITERIA

Level	Post Title	Minimum Qualification		
		Alt. - I	Alt. - II	Family support
1	Executive Director – II	Master in relevant Sub + 3 years Expe.	Master + Training + 5 years Expe.	Bachelor in relevant Sub. + Training + 10 years Expe.
2	Program Manager – II Advisor/Consultant – II Executive Director – I	Master in relevant Sub +1 year Expe.	Master + Training + 2 years Expe.	Bachelor in relevant Sub. + Training + 3 year Expe.
3	Admin & Finance/Support Manager Program Manager – I Advisor/Consultant – I	Master in relevant Sub.	Bachelor in relevant Sub. + Training + 2 year Expe.	Bachelor + Training + 3 years Expe.
4	Coordinator – II (Project/Program/Comm. & Networking/Admin & Fin.)	Bachelor in relevant Sub. + 1 year Expe.	Bachelor + Training + 2 years Expe.	PCL in relevant Sub. + Training + 3 years Expe.
5	Officer – II (Admin/Finance /Program /Human Resource Dev., M & E) Coordinator – I (Project/Program/ Human Resource Dev/ Comm. & Net. Admin & Fin.)	Bachelor in relevant Sub. + Training	Bachelor + 2 year Expe. OR PCL in relevant Sub. + Training + 4 Year Expe.	PCL + Training + 1 year Expe.
6	Supervisor/Trainer/Facilitator/ Counselor – II (Counseling Supervisor) Officer – I (Admin/Finance /Program /Human Resource Dev./ M & E)	Bachelor in relevant Sub + Training	PCL in relevant Sub. + Training + 3 year Expe.	SLC + Training + 5 years Expe.
7	Supervisor/Trainer/Facilitator/Nurse Counselor/Mobilizer – I	PCL in relevant Sub.	SLC + Training + 2 years Expe.	SLC + 2 years Expe.
8	Lab Assistant/CMA/ANM/Counselor/ Outreach Asst /Admin & Finance Asst/Asst Counselor – II	PCL	SLC + Training + 1 year Expe.	Test + Training + 2 years Expe.
9	Educator/Worker/Driver Secretary/Storekeeper – II Lab Assistant/CMA/ANM/ Admin & Finance Asst/Outreach Asst Asst Counselor – I	SLC	Test + Training + 1 Year Expe.	8 Class Pass + 2 years Expe.
10	Motivator/Educator/Worker/Driver Secretary/Storekeeper – I	Test Pass	8 Class Pass + 1 year Expe.	5 Class Pass +1 year Expe.
11	Helper/Messenger/Watchman/ Cook – II	8 Class Pass	5 Class Pass + 1 year Expe.	Literate + 1 year Expe
12	Helper/Cleaner/ Messenger/Watchman Cook – I	5 Class Pass	Literate + 1 year Expe.	Literate

Note:

1. Training means relevant training for a respective post.
2. Expe Stands for experience and it means related experience for a respective post.
3. For specific posts long term training is needed e.g. CMA/ANM/AHW/Lab. Etc.
4. The minimum qualification will be exceptional for the post of Advisor/Consultant
5. The qualification and Experiences of project based professional for short term will exceptional as per required of the Project.



21/9/17

Nilam

अभिषेक