

HR POLICY & PROCEDURES

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1. Purpose

The purpose of the Personnel Policy is to set down the policies, conditions, rights and obligations of the organization employees subject to their performing of the duties and responsibilities in their respective job descriptions.

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

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

2. Recruitment

The organization believes in equal employment opportunity to each individual, regardless of race, color, gender, religion, age, sexual orientation, national or ethnic origin, disability, marital status, veteran status, or any other occupationally irrelevant condition. This policy applies to recruitment and advertising; hiring and job assignment; promotion, demotion and transfer; layoff or termination; rates of pay and benefits; selection for training; and the provision of any other human resources service.

2.1 Notice of Vacant or New Position

It is the responsibility of the Board of Members to fill vacant positions as well as new regular positions and new temporary positions to be filled according to the laid procedures within the duration not exceeding more than three months. The Board must make sure that the positions can be filled under the organizational budget.

For all new positions, a job description shall be established and include the following elements:

- Position Summary
- Description of duties and responsibilities
- Conditions of work
- Essential Qualifications

Notice of a new or vacant position must be approved by the Board before it is released publicly. Recruitment for a new or vacant position can be opened to internal and external competition. For external recruitment, positions in the professional category can be advertised publicly through newspapers if they are regular positions, or if there is a limited tendering process for consultation.

2.2. Interview and selection

As a general rule, a selection committee comprising of, at least two members shall be assembled for filling all positions.

The committee will go through the applications received, retaining those that show the best qualifications. It will evaluate each candidate's application with the help of an evaluation form created beforehand, containing well-defined criteria.

A list of the candidates chosen to be interviewed will be shortlisted by the Selection Committee. The interviews will serve to make a final choice and also to establish a database of potential future candidates.

2.3 Appointment Letter

Any personnel selected during selection process with the organization will be issued an appointment letter prior to his/her employment by the organization. The appointment letter will officially announce his/her position within the organization, the place of assignment and the effective date of employment. The appointment letter will carry annexes, specifying the employee's job description, terms of reference, salary and benefits and other relevant terms of employment (Refer Annexure-1).

2.4 Probationary Period

A probation period of three months shall apply to all new employees from the date of hire. Exceptionally, the probation period may be extended to six months. In case, if a new employee fails to perform in accordance to expectations of the organization staff/board, he/she will be given a notice, terminating the contract at the end of the probationary period

2.5 Staff orientation

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

3. Remuneration

The organization believes in attracting and retaining a qualified and effective workforce through a system of payment that is both appealing and fair. All employees of the organization are entitled to a basic salary, depending upon their skills, qualification and experience. The basic salary will be mentioned in the appointment letter.

3.1 Salary Increment

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

Salary increment is calculated on the basis of basic salary of the staff.

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4. Working Days and Hours

4.1 Working Days

The organization will follow a 6 days a week working schedule from Monday to Saturday. Sundays are considered non-working days.

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

4.2 Office Hours

The office shall open from 09.30 am in the morning till 05.30 in the evening. All employees are expected to complete 8 working hours daily. There will be one hour lunch-break.

5. Leave and Holidays

5.1 Leave

All employees are entitled to the following leave with pay (Refer Annexure-II)

5.1.1 Annual Leave

All employees of the organization are entitled to 12 working days off as paid leave per year. This leave is accrued monthly at the rate of 1 working days.

5.1.2 Sick Leave

Employees are entitled to 2 working days of sick leave with pay per calendar year. Sick leave is accumulated at the rate of 2 day for every full month worked. Community employees suffering from chronic illness are eligible for paid leave subjected to prior intimation to the organization about the same.

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

5.1.3 Maternity Leave

All female employees are entitled to maternity leave of 182 calendar days. Since the program is target oriented, a female employee practically cannot be provided with paid maternal leave. She might be provided with unpaid leave as maternal leave. Her payment may be utilized to pay any other temporary staff that fulfills her duties.

5.2 Holidays

All employees are entitled to 11 days of paid leave due to public holidays. Public holidays are specified in advance by the Executive Director in consultation with staff members.

Employees who are required to work on public holidays are entitled to compensatory day off. The organization will keep records of number of hours/days worked by its employees on

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public holidays. Request for compensatory leave shall be substantiated with this record and approved in advance by the Executive Director.

In the event that a public holiday is declared by the Government on a certain day without prior notice, the organization staff cannot consider it a holiday until and unless notified by the Executive Director or the Board. All public holidays are subject to the approval of the Executive Director or the Board.

5.3 Leave without Pay

- Leave without pay may be granted to employees up to 15 days per year which cannot be availed for continuous days.
- Leave without pay that is taken for a month or more shall not be counted as time worked, hence no benefits shall accrue to the employees during such period.
- Employees on probation are not entitled to leave with or without pay but can accrue such leave during the probationary period.
- Leave without pay is applicable when the employee has exhausted all his annual and sick leave.

6. Termination of Employment

6.1 Conditions for Termination

Employees shall lose their job under any of the following conditions:

6.1.1 Voluntary Resignation

- i. Personnel wishing to resign from post may do so by giving a resignation letter to the Executive Director stating the reasons for resignation and effective date of the same. One month of prior notice is required for such resignations.
- ii. The date in which the resignation letter is received at the organization office is considered the date on which notice of resignation is given. Failure to provide sufficient notice may be ground for forfeiture of all accrued employee benefits.

6.1.2 Redundancy of the Position

- iii. Depending on the nature and volume of its operation, the organization may declare certain positions redundant. Persons occupying those positions will therefore be forced to be separated from the organization with proper notice. While doing so, the organization will give at least 1 month notice in advance.

6.1.3 Termination with Cause Grounds for employee termination:

- i. Continue inefficiency and gross negligence of duty.
- ii. Fund embezzlement.
- iii. Misuse of office equipment, and other properties.
- iv. Repeated unauthorized absences and leaves
- v. Intoxication while on official business or within office premises
- vi. Unauthorized disclosure of official information

6.1.4 Retirement

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

The retiring employee shall receive salary upto the date of departure and other allowances such as the Provident Fund, as specified in his/her agreement.

6.1.5 Death

When an employee dies, his/her salary and benefits will automatically be paid to his/her legal heirs.

6.2 Procedures for Termination and/or Disciplinary Action

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

7. Conflict of Interest

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

- a. It is prohibited to use the organization property for illegal or unauthorized purposes.
- b. It is prohibited for any organization employee having confidential information to disclose it without express authorization beforehand.
- c. Employees cannot at any time accept a job from another employer if this job interferes with their work schedule and their duties and responsibilities.
- d. Employees shall avoid placing themselves in situations where they may gain profit or derive direct or indirect interest by influencing a contract award.
- e. Employees cannot solicit or accept tips, gifts, favors or other forms of gratuities for services rendered or required to be rendered in performing their duties within the organization.

8. Grievances

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

Annexure-I

Format for Appointment Letter

[Date, Month, Year]

[Candidate Name]

[Address Line1]

[City], [State] [Pin code]

Subject: Appointment for the position of [Designation]

Dear [Mr.] [Candidate Name],

We are pleased to offer you, the position of [Designation] with [Organization name] on the following terms and conditions:

1. Commencement and Period of employment

Your employment will be effective, as of [Starting Date, Month, and Year]. You will render services for a fixed period from _____ to _____.

2. Job title

Your job title will be [Designation], and you will report to [Supervisor Designation].

3. Salary

Your salary and other benefits will be as set out in Schedule 1, hereto.

4. Place of Posting

You will be posted at [City, State]. You may however be required to work at any place of business which the Organization has, or may later acquire.

5. Hours of Work

The normal working days are [Start Day] through [End Day]. You will be required to work for such hours as necessary for the proper discharge of your duties to the Organization. The normal working hours are from [Start Time] to [End Time] and you are expected to work not less than [Number of Hours] hours each week, and if necessary for additional hours depending on your responsibilities.

6. Leave/Holidays

- 6.1 You are entitled to casual leave of [Casual Leave] days.
- 6.2 You are entitled to [Sick Leave] working days of paid sick leave.
- 6.3 The Organization shall notify a list of declared holidays in the beginning of each year.

7. Nature of duties

You will perform to the best of your ability all the duties as are inherent in your post and such additional duties as the Organization may call upon you to perform, from time to time. Your specific duties are set out in annexure hereto.

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8. Organization property

You will always maintain in good condition Organization property, which may be entrusted to you for official use during the course of your employment and shall return all such property to the Organization prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Organization.

9. Termination

- 9.1 Your appointment can be terminated by the Organization, without any reason, by giving you not less than [Notice] months' prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary.
- 9.2 You may terminate your employment with the Organization, without any cause, by giving no less than [Employee Notice] months' prior notice or salary for unsaved period, left after adjustment of pending leaves, as on date.
- 9.3 The Organization reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence, or have committed any fundamental breach of contract or caused any loss to the Organization.
- 9.4 On the termination of your employment for whatever reason, you will return to the Organization all property; documents and paper, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.

10. Confidential Information

- 10.1 During your employment with the Organization you will devote your whole time, attention and skill to the best of your ability for its business. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other business or activities or any other post or work part time or pursue any course of study whatsoever, without the prior permission of the Organization.
- 10.2 You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the Organization which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Organisation. For the purposes of this clause 'Confidential Information' means information about the Organisation's business and that of its customers which is

not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the organization, its customer lists, employment policies, personnel, and information about the Organization's products, processes including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information.

- 10.3 Breach of the conditions of this clause will render you liable to summary dismissal under clause above in addition to any other remedy the Organization may have against you in law.

11. Applicability of Organization Policy

The Organization shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Organization shall be binding on you and shall override this Agreement to that extent.

12. Governing Law/Jurisdiction

Your employment with the Organization is subject to Indian laws. All disputes shall be subject to the jurisdiction of [Raichur District Court] [Karnataka state] only.

Please confirm your acceptance of this Contract of Employment by signing and returning the duplicate copy.

We welcome you, and look forward to receiving your acceptance and to working with you.

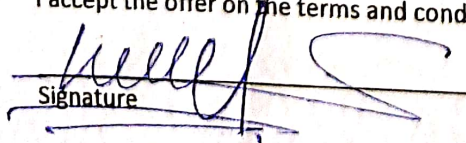
Yours Sincerely,


[Name of Supervisor] [Supervisor Designation] [Date]

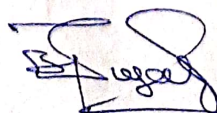


13. ACCEPTANCE OF APPOINTMENT

I accept the offer on the terms and conditions outlined above.


Signature


Date





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Leave Application Form

Name of the Employee	
Designation	
Employee Code (if any)	

Type of Leave	Inclusive		No. of working days
	From	To	
Annual Leave			
Sick Leave (certified)			
Sick Leave (un-certified)			
Compensatory Off			
Other Leave (please specify) (i.e. Maternity, Unpaid etc.)			

Signature

Date

Approval by immediate supervisor

Signature

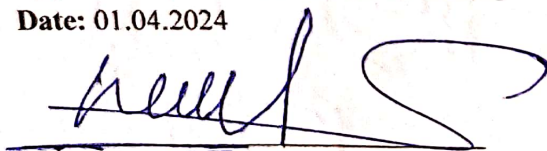
Date

(Name & Designation)

Effective Date as on: 1.04.2024.

Approved by: Executive Board Meeting

Date: 01.04.2024



Maya SR Nayak

President.

Change Foundation

Place: Yadgir

Effective Date: 01.04.2024

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