

**HUMAN RESOURCE POLICY STATEMENT
RULES AND REGULATION OF SERVICE OF THE STAFF
OF
PUSPAC, MALKANGIRI.**

PREAMBLE

The staff policy statement is a continuation of our search for democratic and participatory functioning within PUSPAC so as to enhance our commitment to a just and participatory society.

The rules, principles and policy will protect our autonomy as persons while making it humanely possible to function as an organisation. We understand and state that this policy rests on the principles of self-regulation and monitoring while allowing ourselves as persons to be regulated and monitored by people appointed by PUSPAC, through the rights of PUSPAC Executive Committee elected by legally constituted General Body as established by PUSPAC's constitution are supreme and acceptable to us.

All the grants received by PUSPAC are based on projects raised for particular purpose: hence all appointments are temporary in nature, duration being based on the duration of the respective projects.

I) CATEGORIES OF EMPLOYEES OF PUSPAC.

1. **Regular:** - through promotion & process of regularization of full time staff.
2. **Temporary :-**
 - i) Minimum 1 year of full time work with PUSPAC starting from April / October of previous year, whichever is earlier after trial period.
 - ii) Person who has worked for minimum one year in full time capacity since joining PUSPAC or whose service continued in part time capacity.
3. **Assignment:** - All those who are on trial period, whose work is of part time nature/who has not completed one year of full time continuous service with PUSPAC, or who is appointed on short- term assignment.

I) GENERAL

1. The rules and regulation by Programme appointed by PUSPAC & ratified by PUSPAC Executive Committee are in respect of the staff coming under all the categories.
2. (a) PUSPAC shall employ its staff (as referred in clause 1 above and herein after referred to as staff alone for the sake of brevity) exclusively through the formation and signing of mutually agreeable contract of employment, which shall not exceed period of 3 years. The terms and condition of service shall be more specifically laid out in the said contract of employment. However, failing the incorporation of any specific clause in the said contract which might be Contrary to or in conflict with

anything contained herein, the general Rules and Regulation as Incorporated herein shall be read together with the clauses contained in the above referred Contracts of employment as if the same were incorporated therein.

- 2 (b) The above referred contract of employment shall provide for, amongst others the following –
 1. The Specific daily/weekly/monthly wages payable to the concerned staff.
 2. Travelling and other allowances that may be payable to the concerned staff.
 3. For the nature, contents and extent of the responsibilities and duties of the concerned Staff.
 4. For the description of the particular project for which the concerned staff member is being Employed and the duration of the contract/terms of employment.
 5. For the liability of the employee (staff) to be transferred/assigned on a fresh project.
2. (c) The above said contract of employment shall be signed by the Secretary of PUSPAC on behalf of PUSPAC and shall be countersigned by the prospective staff. One copy each shall be retained by the staff member and other by PUSPAC.
- 2 (d) The above referred contract of employment may incorporate a specific period to be Treated as probation period which initially shall be for a period of 12 calendar months and may be extended provided that it is felt so to be necessary upon the performance/ Potential appraisal of the concerned staff by the Secretary. However if it is felt by the Secretary that the performance of the probationer is not up to the mark, the Secretary may take the decision to discontinue the service.
- 3 Each and every staff member shall accept the responsibility to perform her/his duties to the best of her/his abilities and in a sincere and diligent manner. However, apart from carrying out her/his duties the staff member shall also be cautions not to indulge in any of the following acts of omission or commission failing which the contract of employment of the concerned staff member may be terminated after a report of the prohibited act of omissions/commission is put up in writing before the Secretary by the Project Team or senior member of the team of the concerned staff or any member / staff / beneficiary of PUSPAC and the staff member. In such an eventuality, however, the concerned staff member will be communicated the charge against her/him in writing and also be entitled to be let known the reasons for the termination of the contract of employment. The concerned staff member may put in her/his written explanation to the charges before the Secretary and on consideration of the same and upon hearing the concerned staff member the Secretary may take the decision. However, in exceptional cases the Secretary may take an independent decision.
 - Willful insubordination or disobedience, whether or not in combination with another of any lawful and reasonable, democratically reached decision of the concerned project team or the person holding overall responsibility for the projector PUSPAC as a whole.
 - Behaviour which is contradictory to the goals, principles and philosophy of PUSPAC.
 - Wilful slowing down of work with a view to delay the completion or non completion of any time bound projector the abatement or instigation thereof

5. In case of voluntary termination of service without notice, the Secretary has a right to decide that the last months honorarium/salary may not be paid/may not be released in lieu of the notice period to the staff member or else the salary/honorarium corresponding to the required notice period may be cut from the provident Fund (Staff Welfare Fund).

III. OFFICE COUNCIL

1. Office council are formed amongst the staff members of PUSPAC based in specific offices.
2. The said office council shall meet at least once in a month and decisions taken therein shall be by way of written resolutions. A resolution signed by the majority of the member of the council as for the same shall be valid and the said decisions shall be binding so far as the scope of any of such resolution extends. In case of a tie the Secretary of PUSPAC will be entitled to cast her/his vote and majority shall be then counted by including the Secretary's vote.
- 3 Composition of the Council :
 - The Secretary of, PUSPAC shall be the Ex-officio chairperson of the council and she/he will preside over the council. In absence of the Secretary due to any unforeseen circumstance any other person who is appointed by her/him shall preside over the meeting. The person so appointed shall however not be entitled to vote in case of a Tie.
 - The duration and life of the council shall be from April to March for any given year.
 - If any member of the office council is found to have become inefficient or not fulfilling her/his responsibilities to the expected extent and/or is found to have indulged in any misconduct or any act involving moral turpitude(e.g. operating on prejudices giving loans on interest, misutilization of staff benefit or breach of any service rules & regulations) the general staff of that particular office has the right to recall her/his representation in the office council provided a decision to that effect is taken by at least 50% of the staff of the staff at a meeting held for this purpose.
 - It is binding on the members to attend the Office Council meeting regularly. In unavoidable circumstance inability to attend the meeting should be conveyed in writing in advance to the council or regrets submitted later depending upon the circumstance. No member may stay away from to consecutive council meeting unless she/he is on long leave or is out of field office for work reasons.
- 4 Functions and Responsibilities of the office Council :
 - a) To consider, debate upon and make recommendation for solution to any staff grievances and/or demands.
 - b) To consider and then recommend where necessary changes, if any, pertaining to staff welfare/duties/extension/curtailment of work.

without discussion of grievances at appropriate forums viz. Project core team, General staff meeting, Secretary.

- Any theft, fraud or dishonesty in connection with the activities or property of PUSPAC or of any other co-staff or of the property of any participant/beneficiary of PUSPAC's program or engagement in any financial /commercial transactions with participants in PUSPAC's program on which the concerned staff member has been assigned or which in the concerned staff members knowledge is PUSPAC's program.
 - Taking or giving and or demanding any bribe or commission or illegal gratification gift from any of the participants of PUSPAC's program.
 - Habitual absence without leave or absence without leave for more than 15 consecutive days or overstaying the sanctioned leave without sufficient grounds or proper or satisfactory explanation.
 - Intentional sending of inaccurate monthly report or non-submission of reports within days of being decided to submit the same without valid and satisfactory reasons at more than 3 occasions during the course of any given 12 calendar months.
 - Habitual breach of any of these services rules and regulation.
 - Drunkenness, riotous, impolite or disorderly behaviour either with participants of PUSPAC's program or with co-staff members.
 - Commission of any act subversive of discipline or good behaviour while working in the field or commission of any act calculated to bring the organisation, its staff members and office bearers into disrepute or contempt.
 - If any financial/ material loss is caused to the organisation by any wilful act of commission/omission of any staff member. The matter shall be put up in writing before the Secretary and if it is confirmed upon hearing the concerned staff member that the said loss is caused wilful or due to the negligence of the concerned staff member, she/he is liable to reimburse the same (partially or fully) by way of deduction which shall not however exceed 40% of the total monthly wages per instalment.
 - Disclosing to unauthorized person any information in regards to PUSPAC's internal functioning or any other information, which is decided to be kept confidential by the project team or general staff meeting or any other appropriate forum.
 - Refusal to accept any written communication from the Secretary.
- 4 Any staff member desirous of leaving the job voluntarily shall convey her/his decision in writing to the organization.
- In case of Coordinator, cluster Coordinators, Accountant : 3 months in advance to the organization.
 - In case of other staff : 1 month in advance.

She/he shall also take the responsibility to transfer the tasks and contacts to the person replacing her/him in the organization, to settle accounts and to submit all the reports and material of PUSPAC to the office.

- c) To consider in consultation with the project team and grant, approval or otherwise of any application for leave of any staff member who demands the same before having put in 12 calendar months of service.
 - d) To consider disciplinary cases of acts omission and commission as laid out herein before and suggest action to the Secretary.
5. Discretionary power in certain regards may be given or withdrawn from O.C by resolution passed by the 75% members present at PUSPAC general staff meeting.

WOMENS COMMITTEE

Besides the office council, the women committee has been formed from the year 2009. This committee will be consisting of three members from Women's Group. However the committee could nominate or invite experts for guidance. The work of the committee would involve tackling staff complaints of women's harassment as well as dealing with the behaviour of staff outside PUSPAC and in her/him home. The committee was abjured not to discuss publicly any proceeding of their meeting.

IV) PROMOTIONS

- a) Merit and integrity of any particular staff member shall be primary consideration in deciding upon cases for promotion and seniority shall have secondary consideration only
- b) The methodology for promotion shall be as under. The methodology shall be recommended in writing by the project team to the Secretary, who shall arrange for the written assignments and interview of the prospective promoter which shall also be graded by the interviewers. The interviewing persons may consist of staff member from PUSPAC as well as persons related to PUSPAC. The Secretary shall inform the interviewing persons orally and or in writing. However the interviewing persons shall submit their report of the interview in writing to the Secretary.
- c) The grading regarding the suitability as decided by the interviewers following the above procedure shall be final and binding on the Secretary.
- d) Appointments to the posts of Coordinators/Cluster Coordinators are not necessarily through promotion.
- e) Staff member's yearly performance appraisal will be carried out in the month of March.

V) PROBATION

- a) Probation Period will be 3 (three) months and above.
- b) During probation period salary will be calculated on the basis of one less increment.
- c) For new employee S.W.F and P.F are not applicable during probation period.

HOURS / DAYS OF WORKS

- We follow six days works per week. Total minimum hours per week being 48hours.
- All staff will have weekly off on Sunday.
- Public holiday will be announced/ displayed in first week of January each year.

- The staff will be required to work on all days including weekly off or holidays and in the evening, emergency/major program as and when required. Compensatory off can be claimed within the same or following week/month in consultation with coordinator and with permission from Secretary as applicable.
- All staff will maintain separate log book/dairy clearly noting the same of reporting at office or field and activities/tasks undertaken during that day with the specified time spent. This logbook should be submitted by coordinators to Secretary as and when asked for.
- All office based staff should report to work at 10 a.m. and leave not before 6 p.m. Time registers for all staff should be maintained at all offices.
- Lunch break can be maximum one hour between 2 p.m. to 3 p.m. The same applies to field based staff.

LEAVE

- a) Leave may be granted according to the needs of project and office work. Request for leave must be made in writing to the Secretary in advance.
- b) Project coordinator should forward such leave application with clear recommendation and alternative work arrangement to the Secretary.
- c) Leave will not be sanctioned during the notice period prior to the resignation from job.
- d) Leave without pay for upto 15 days may be sanctioned for serious reasons at the discretion of Secretary.
- e) Uninformed or unauthorized leave if taken for 15 days or more at a stretch or on more than 3 occasions even for a shorter period, a show cause notice will be served.
- f) In case of illness or absence for any other unforeseen cause, the Secretary should be informed as early as possible.
- g) In a given year, the leave without pay cannot be more than one month.
- h) Leave will not be sanctioned jointly with public holiday without prior sanctioning of Secretary.
- i) If Sunday or public holiday falls between or at the end of the leave period, the same day/s will be considered as leave.

(a) Sick Leave

- Sick leave of a total of 12 full days / 24 half days be given during the year.
- This leave may not be carried forward or accumulated or encashed.

(b) Privilege Leave / Earned Leave

- Staff will be eligible to avail such leave only after completion of 12 months of service. All such leave taken before this period will be treated as unpaid leave.
- For calculating the number of actual workdays for the purpose of privilege leave all types of leave availed except sick leave will be excluded.
- Maximum PL for a year will be 15 days for regular staff and 12 days for activity staff.
- Staff may avail of privilege leave on ground of sickness in case her/his sick leaves are exhausted.
- P L will not be encashed.

(c) Maternity Leave

- Maternity leave will be granted for first two issues.
- Maternity leave of 90 days will be granted. It may be availed at any time during pregnancy (in case of heal)
- The problem during pregnancy and/ or at any time from one month prior to due date.
- Maternity leave with full pay will granted on completion of one year of continuous services.

RESPONSIBILITIES AND WORKLOAD

- Workload and responsibilities will be worked out in consultation with project coordinator / Secretary.
- All staff will have six monthly evaluation to assess their functioning and performance.
- The individual or group, team meeting should arrange periodically for sharing of work, joint planning, to achieve objectives of the field project etc.

ACCOUNTABILITY

- All staff is directly accountable to the Secretary.
- The monthly report will be submitted to the Secretary or Coordinator on 1st day of the following month or at least 2 days prior to the salary date.
- Account should be submitted to the Account Departments duly presanctioned by project coordinator on specified period, date given by the account department.
- Account Department should keep their accounts system of advance, petty cash book, etc up to date.

TRANSFER OF SERVICES

- In case of transfer of services within the projects will be considering.

TERMINATION OF SERVICES

- The staff may be asked to submit their resignation given one month notice based on periodic evaluation, leave without pay record, performance, unsatisfactory work.

USE OF LIBRARY

- All staff members may borrow books according to the rules of Library. The concerned staff borrower of books will be responsible in case of loss, damage to books or delayed return of books.

- Before leaving the project/organization, a clearance certificate from the library will be submitted to Secretary.

VI) AMENDMENTS

- The executive committee of PUSPAC after discussion with the office council can introduce any changes in the staff policy.

“SOCIAL SECURITY PACKAGE”

The Social Security Package is applicable to full time staff and some parts time staff who have put in satisfactory services.

A) INSURANCE

Actual staff Insurance allocated by organization in each year. This will be centrally paid in any nationalized insurance company.


Medical Benefit Scheme

Reimbursement of Medical Aid staff members will get the reimbursement of Rs. 500/- per year as per resource availability.

Signature of Chief Functionary

Date-

Seal


Secretary
PUSPAC

Kishora Chandra Maharana .
Signature of Chairman

Date-

Seal

Chairman
PUSPAC