



Yuva (Rural) Association

## **STAFF POLICY**

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**For the staff of YRA With Effect From 1<sup>st</sup> April 2013**

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**Approved by the Governing Board at the meeting held  
On 11th August 2012**

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**Yuva (Rural) Association  
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## CHARTER OF RIGHTS

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1. All YRA staff has right to wages and facilities as applicable under the laws of the land to the expressed limitation of YRA being a project-driven voluntary organization.
2. All YRA staff has the right to equal pay for comparable work, irrespective of caste, gender or age
3. All YRA staff has the right to social security as defined and accepted by the management of YRA in consultation with forums of staff in YRA.
4. All YRA staff has the right to compensation under mediclaim and accident during period of work, unless they have willingly opted to be out of such compensation.
5. All YRA staff enjoys rights against harassment, including sexual harassment and procedures for redresses.
6. All YRA staff enjoys rights against discrimination on the basis of gender, caste, class, religion, age, colour, nationality, and disability.
7. All YRA staff enjoys the rights of representation and a full hearing.
8. All YRA staff enjoys all human rights and fundamental equally without any discrimination
9. All YRA staff will have right to be part of all staff welfare, capacity development and any other such activities of the organization, unless they willingly opt to be out of such activity.

*Note: Point number 1, 4 and 9 are not applicable to Volunteers and persons on specific task contract as also consultants on special assignment/s*

## PREAMBLE

YRA is a registered voluntary development organization taking up issues of the poor and the marginalized in rural areas of Maharashtra, especially the Vidarbha region. It is a non-profit making organization funded by external and Indian funding organizations. All grants received by YRA are for a particular purpose; hence all staff appointments are contractual in nature, their duration being subject to the duration of their respective projects and/or tasks.

Staff policy emanates from our continued exploration of a democratic and participatory environment within YRA so as to strengthen our commitment to actualizing our vision of a just, humane and sustainable society.

Staff policy respects and protects our autonomy as individuals whilst facilitating the effective and efficient functioning of our organization. We understand and state that our policy rests on the principle of self-regulation while allowing ourselves as persons to be accountable to people. We recognize and accept YRA's Memorandum of Association, which confers supreme rights on the Governing Council elected by the General Council of YRA.

'*Manual of procedures*' will facilitate in understanding the operationalization of 'Staff Policy'. After the approval by the Governing Council, staff policy has been given effect to, from 1<sup>st</sup> April 2013. The staff policy shall be binding on all members of staff. Staff policy have to be read in conjunction with the '*Manual of procedures*' framed by a committee comprising three persons from the Management Team including the Chief Functionary, as decided by the resolution by the Governing Council dated 11<sup>th</sup> August 2012. The '*Manual of Procedures*' is binding on YRA & staff

## I. CATEGORIES AND CLASSIFICATION OF STAFF

### A. CATEGORIES

Our Staff Policy framed and accepted by YRA Staff General Body and ratified by our Governing Council applies only to **category 1 and 2** as detailed below.

1. **Pay Roll (PR):** All payroll staff will be initially kept under probation for a period of three to six months or as decided on a case basis. The continuation of the staff on payroll will be decided on the performance during the probation period. The taxes, PF and Gratuity will be applicable to the payroll staff as per the law of the land. (Refer ----- of PF Law)

2. **Professional Contract (PC):** The terms and conditions of the Professional Contracts staff will be as per the consulting contract (*Section IX, Section X and Section XI will be applicable*). Full-time professionals will be kept under probation for a period of three to six months on case to case basis or as decided by the management. The continuation of the services of professional staff for full-time basis will be decided on the performance during the probation period. Only full time consultants will come under this category.

The terms and conditions of one-time consultants, hired for a specific task or a project and other project based volunteers will be not considered as STAFF of YRA. The requisite terms of reference will be drawn separately for such individual contracts.

## **B. CLASSIFICATION**

All staff in above categories can be further classified as:

1. **Fixed Project Staff:** Staff working on a fixed Project and whose remuneration is charged to the respective project only as per the availability.
2. **Fixed Task Staff:** Staff who carries out fixed tasks and whose remuneration is charged as per log of hours to that project/s or shared on different project/s.
3. **Multiple Project/Task Staff:** Staff who carries out multiple tasks which cut across projects and whose remuneration is charged as per log of hours to those many projects.

## **C. Staff Scale**

**Direction Scale:** Under this scale there will be following positions as per seniority

1. CEO/ Director General
2. Executive Director
3. Director
4. Asst. Director

**Coordination Scale:** Under this scale there will be following positions as per seniority

1. Sr. Program Coordinator
2. Program Coordinator
3. Sr. Project Coordinator/ District Coordinator
4. Project Coordinator

5. Asst. Project Coordinator

**Operation Scale:** Under this scale there will be following positions as per seniority

1. Sr. Social Worker/ Coordinator
2. Social worker/ Field Coordinator
3. Jr. Social Coordinator
4. Field Facilitator

**Operation Support Scale:** Under this scale there will be following positions as per seniority

1. Manager
2. Asst Manager
3. Executive
4. Assistant

**Activity staff:** Under this scale there will be following positions as per seniority

1. Project Assistant/District Facilitator
2. Community Facilitator
3. Project Activity staff

*Volunteers such as Village volunteers and Sustainable Agriculture Facilitators etc are not considered in any of the staff scale.*

## II. CONTRACT OF EMPLOYMENT

1. The organization recruits, for any job opening approved by the Chief Functionary/ Director General in the personnel summary. While recruiting we seek qualified human resource who can meet the job requirements through a particular selection process for the position concerned. In case of the Director and Director General the positions will be cleared by the Governing Council.
2. YRA shall employ its staff (as referred in Section I above and hereinafter referred to as "staff" alone for the sake of brevity) exclusively through the signing of a mutually agreeable "contract of employment".
3. The above referred contract of employment shall provide for, amongst others, for the following.
  - i. The duration of the contract/terms of employment.
  - ii. Remuneration payable to the staff concerned.

- iii. Travel and other allowances payable to the staff concerned.
- iv. The content and the extent of the roles and responsibilities and tasks of the staff concerned.
- v. The name of the particular Project for which the staff concerned is being employed.
- vi. The liability of the contract to be transferred/terminated.
- vii. Leave benefit and other benefits
- viii. Immediate Coordinator and staff under him/her/ the team
- ix. Any other perks and benefits as also bindings, depending up on necessity and nature of the employment.

*(See Manual of Procedures for details)*

### **III. INDUCTION & ORIENTATION**

When new employees are recruited, YRA aims to help them adjust to their new situation as quickly and as easily as possible, so that they become integrated and productive members of the organization from the earliest opportunity. To meet this aim, all new employees will be welcomed and introduced to the organization through an orientation program. The induction plan for each new employee will be drafted by HR Department in consultation with Chief Functionary & SMT (Senior Management Team) / PMT (Program Management Team). At the end of the induction program the employee will have to submit a two page report on the induction program with suggestions if any, which will be placed in his personal file. Every induction program will be evaluated by HR Department and necessary recommendation will be made to the Supervisors.

### **IV. PROBATION**

1. Staff could be on probation for a period of three to six months extendable up to 24 months. Notwithstanding that the 24 months period has expired, a staff will not come under Payroll or under Professional Contract staff unless the staff has undergone the appraisal process and has been declared eligible for the same.
2. If the performance of the 'Probationer' during the probation period is unsatisfactory, the Chief Functionary/Director may take the decision to discontinue the probationer during the probationary period on the recommendations of respective Coordinator/s. The staff will have space to appeal to Chief Functionary for review his/her performance once again.

### **V. TRANSFER**

1. All staff is liable to be transferred from one Project to another and /or from one office to another in any city within India.
2. Staffs who are victims of sexual harassment have the option to seek transfer of the perpetrator or their own transfer from one Project to another and/ or from one office to another within India, decision of which will be taken by the Director or the Director General on the recommendations of the sexual harassment committee.

## **VI. HOURS, DAYS OF WORK**

1. Staff shall work for 48 hours per week. Ordinarily staff shall work for 6 days a week. Staff shall be permitted flexi-time. However, this will be subject to the need and arrangement with the concerned Director or the DG. Considering the nature of work there is no provision of any overtime
2. Any staffs reporting to work on days of weekly off have to inform in advance and take written prior approval from their immediate coordinators. If any staff is required by their coordinators to work on days of weekly-off, they have to be intimated of the same, possibly in written.
3. Staff can avail of a maximum of 12 Public Holidays in a financial year from the list of such holidays displayed/announced in the first month of the calendar year and as per the declaration submitted by each staff to the Personnel Department/ HR in the beginning of the financial year. DG will approve the same and the list will be available for all departments as record.
4. Staff will be encouraged to work on all days, including weekly off or holidays and beyond working hours, during emergency/major programmes and as and when required. In case staff is working on such days, they may be given compensatory off on recommendations of the immediate coordinator with record. This compensatory off will be accumulated along with casual/sick leave provided that the staff is on leave (either weekly off or on leave taken) for at least one day in the following week. The Coordination and above staff are not encouraged for compensatory off as it is considered their high level of responsibility and commitment, but their weekly off may be considered by their immediate coordinator on discretionary basis.
5. Staff will maintain a daily logbook/ diary clearly noting the time of reporting at the field/ and/ or office and activities/ tasks undertaken with time spent specified. This will be submitted to the Project/ Team co-coordinator, Director, DG regularly as well as and when asked for. This record is compulsory to everyone.

6. Office-based staff will report to work at 10.00 a.m. while staff in-charge of opening office will report at 9.30 a.m. This can be re-arranged as per the convenience of the office/individual, without altering working hours and during set working days in writing and approved by DG, known to all staff.
7. All staff are entitled to a lunch break for a maximum of 30 minutes, preferably between 1.00 p.m. to 2.00 p.m. Lunch break shall be taken under mutual understanding amongst the staff so as to ensure that in all categories there is at least one person in attendance during the lunch hours.
8. The Director General/ Management, in discretionary power may allow second and fourth Saturday as weekly off only for the Operational Support category, considering their compulsion for attending the table work on all working days. But in this case they will not be encouraged to avail other leave either prefix or affix to weekly off.
9. The office time of all such staff will be increased by 45 minutes every day i. e. from 10 am to 6.45 pm to match the 48 hours working in a week.

*(See Manual of Procedures for details)*

## **VII. RESPONSIBILITIES AND WORK LOAD**

1. Each staff shall perform her/his duties in a sincere and diligent manner.
2. Responsibilities and workload of each staff will be worked out in consultation with the immediate Coordinator, SMT/ PMT/Director, DG and specified in the task list.
3. A task list shall be maintained by each staff member and s/he shall keep record of all work done in respect of the task list which shall be subject to inspection and monitoring by her/his concerned coordinator/ Director.
4. Any work that calls for substantially different skills/roles/tasks and additional hours for that purpose, not contained in the task list and undertaken by staff in addition to her/his ongoing tasks will be considered as extra work and would be acknowledged and appreciated in writing and may be separately compensated, provided there is budget available. Work falling within the regular task list and/or work hours will not be considered extra work, even if extra hours or days are given at any level. The assessment of such extra work will be done by the senior staff that will be approved by SMT/PMT/Director/DG in writing prior to the commencement of such work



and undertaken after appropriate written instructions are issued to the staff concerned with compensation proportions if applied any.

5. Staff shall maintain all information relating to the internal functioning of YRA, its sponsors or donors and all documents relating to them, confidential.
6. Any such external assignment will be taken up on behalf of the organization that fits in the overall ideology, core values and strategic direction decided, only after written permission of DG.

*(See Manual of Procedures for details)*

### **VIII. LEAVE**

Leave may be granted according to the needs of the Project/Team and/or office work. Request for leave must be made in advance and in writing to the immediate coordinator that will be processed as per the system developed by the Organization.

1. The immediate coordinator must forward such leave applications with clear recommendations and alternative work arrangements to the Admin department that will process the same further.
2. Leave will not be sanctioned jointly with Public Holidays without prior sanctioning of the immediate coordinator as applicable.
3. In case of illness or absence for any other unforeseen cause, the immediate coordinator should be informed at the earliest by various communication media.
4. Leave will not be sanctioned during the notice period or one month prior to resignation/termination of staff except with written approval of the Director General.
5. Leave without pay for up to 15 days for grave reasons may be sanctioned at the discretion of the concerned coordinator in consultation with Director General.
6. In a given year under service leave without sanction shall not exceed 30 days of any staff.

7. Uninformed or unsanctioned leave more than 3 occasions or unauthorized leave if taken for 10 days or more at a stretch or even for a shorter period will invite a disciplinary action.

8. Staff can avail of the following categories of leave :

**a) Privilege Leave/ Earned Leave**

- i. All staff in two categories mentioned in part A of this document will be eligible for 18 days of Privilege leave per year after completion of one year of service. Such leave will be calculated after completion of 11 months in service but will be availed only after completing 12 months in service. The period for the calculation of 11 months of services shall also include service rendered during probation. Only on the continuation of services in the second year staff will be eligible to apply for this leave. All other leave taken before this period will be treated as unpaid leave.
- ii. For calculating the number of actual working days for the purpose of privilege leave all types of leave availed of, except sick/casual leave, will be included.
- iii. For simple calculation after one full month working staff will get 1.5 day PL credited in his/her account.
- iv. Privilege Leave (PL) shall not be accumulated for more than 54 days except by special permission of the DG and not more than 108 days in case of DG that will be approved by the Secretary or the President of YRA.
- v. PL cannot be carried forward for more than 3 years. After 3 years, excess PL will lapse.
- vi. PL cannot be encashed.
- vii. Staffs who receive 3 late marks will have her/his leave reduced by one day.
- viii. Staff may avail of PL on grounds of sickness if her/his sick leaves are exhausted.
- ix. PL/Earned Leave for more than 3 days can only be sanctioned by the DG.

## **b) Maternity Leave**

- i. Maternity leave will be granted to all YRA Staff for first two children.
- ii. Maternity leave with full pay will be granted on completion of one year of continued service. The period for the calculation of service shall also include service rendered during probation.
- iii. Maternity leave of a maximum of 90 days will be granted. It may be availed at any time during pregnancy (in case of health problem during pregnancy) and/or at any time from one month prior to due date.
- iv. Maternity leave shall be availed of on submission of an application in that behalf and relevant certificates.
- v. More than 3 months leave will be considered as unpaid leave.
- vi. It is expected that the staff enjoying maternity leave join the organization after the leave.

## **c) Paternity Leave**

- i. Paternity leave will be granted for Regular and Activity staff for first two children.
- ii. Paternity leave with full pay shall be granted on completion of one year of continued service. The period for the calculation of service shall also include service rendered during probation.
- iii. Paternity leave of 12 days starting at any time from one week prior to due date of delivery with consideration of minimum gap of two years between two issues.
- iv. Paternity leave shall be availed on submission of an application in that behalf and relevant certificates.

## **d) Abortion Leave**

- i. Abortion leave with full pay shall be granted for a maximum of 12 days to all women staff. Number of days may be decided as per the case.

- ii. The medical certificate must be submitted along with such leave application.

**e) Adoption Leave**

- i. Adoption Leave up to 30 days be granted to all category of staff only for one adoption case and such leave will be granted on a case- by- case basis after completion of one year in service.
- ii. Relevant certificates must be submitted along with such leave application.

**f) Sick Leave/Casual Leave**

- i. Staff in all categories shall be eligible to Sick leave/Casual leave.
- ii. Sick leave/Casual leave shall not exceed 12 full days or 24 half days during a year. One Sick Leave/Casual Leave will be accumulated for a month in the beginning of that month.
- iii. Sick leave/Casual leave will be granted on account of illness of staff and/or any other valid reason.
- iv. Sick leave/Casual leave cannot be carried forward or encashed.
- v. Sick leave/Casual leave for more than 3 days can only be sanctioned by the immediate Coordinator/ but is informed at all levels

**g) Accident Leave**

- i. Any member of staff who meets with a serious accident while on duty can avail of a maximum 3 months paid Accident Leave, which will be granted on a case-by-case basis. Recovery if any from Medclaim provided for by YRA, will be paid to YRA. All staff members will be compulsorily covered under medclaim and accident policy unless willful written declaration given for opting out of this benefit. In such case 3 months paid leave will not be applicable. The premium of the accident and medclaim policy will be included in Cost to Organization.

**h) Study Leave**

All staff may after 3 years of service avail of unpaid study leave for a period extending from a minimum of 1 month to a maximum of 3 months. During this period, the staff concerned will be entitled to continuance of gratuity

benefit. Following the completion of the education for which leave was sanctioned, the contract of the staff concerned may be negotiated.

**i) Elections**

If it is an assembly or Lok Sabha election or local body election, the staff may be permitted to take two hours permission during the working hours to exercise their franchise in order to facilitate staff to cast their votes.

**j) Leave Without Pay**

A staff may be granted Leave without Pay, on request, if no other appropriate leave is due to his/her credit. Leave without Pay will be granted at the sole discretion of the Management either on medical or on personal grounds. If the leave exceeds 30 days, then this will have bearing on – probation period (probation will be extended) and entitlements of all other leave category. This will have to be approved by Director General with the recommendation from the immediate coordinator

*(See Manual of Procedures for details)*

## **IX. PROMOTION/INCREMENT**

1. Promotion/Increment will be based on Performance Appraisal conducted annually or as suggested by the management. The approved pay scale of the organization will be referred for fixing the increment/ promotion.
2. The Standardization Committee based on the ratings reflected in the Performance Appraisal forms shall standardize the remuneration across all units of YRA.
3. Every staff member shall be given a written order specifying promotion or re-categorization, as a result of the standardization process.
4. An appreciation letter for addressing the extra ordinary work done by the staffs shall be given as a motivational aspect

*(See 'Manual of Procedures' for details)*

## **X. NORMS OF CONDUCT AND DISCIPLINE**

1. Staff shall desist from indulging in any of the following acts of omission or commission :
  - a) Acts which are inconsistent with the philosophy, principles and goals, and core values of integrity, commitment to social justice, humane relationships, secularism and gender sensitivity (as per YRA's Statement of Purpose-  
(see details in the 'Manual of Procedures').
  - b) Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable order of her/his superior.
  - c) Willful slowing down of work with a view to delay the completion or resulting in non-completion of any time-bound Project or the abatement or instigation thereof without discussion of grievances at appropriate fora, viz. Project/Team, YRA Staff General Body, Director General, Governing Council.
  - d) Habitual absence without leave or absence without leave for more than 15 consecutive days or overstaying the sanctioned leave without sufficient grounds or satisfactory explanation in writing. Leave for shorter period or more than 15 days on 3 or more occasions will also be treated as habitual absence.
  - e) Lack of punctuality in office and/or work assignments.
  - f) Intentional sending of inaccurate monthly reports or submission of reports after unreasonable delay, without valid and satisfactory reasons on more than 3 occasions.
  - g) Any theft, fraud or dishonesty in connection with the activities or property of YRA or of any other co-staff or of the property of any participant/beneficiary of YRA's programme or engagement in any financial/commercial transactions with participants in YRA's programmes.
  - h) Taking or giving or demanding any bribe or illegal gratification or gift from any of the participants of YRA's programme or supplier/service provider or contractor engaged by YRA or any organisation/institution and its constituents who engage YRA as a contractor/service provider.

- i) Taking or giving loans, engaging in any commercial transaction, trade or business with YRA's project partners without expressing prior permission of the concerned coordinator or Director General.
- j) Drunkenness, riotous, impolite or disorderly behavior or any behavior not conducive to normal functioning of YRA and/or with participants of YRA's programs or with co-staff.
- k) Sexual harassment, either of co-staff or of participants in YRA's programs. Sexual harassment includes such unwelcome sexually determined behavior (whether directly or by implication) such as physical contact and advances, a demand or request for sexual favors, sexually colored remarks, showing pornography, any other unwelcome physical, verbal or non-verbal conduct of sexual nature. Sexual harassment also include situations where:
  - i) Submission to or rejection of sexual advances, request or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions: or
  - ii) Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment: or
  - iii) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such an individual.
  - iv) In addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating or humiliating to female workers may also constitute sexual harassment.
- l) Commission of any act subversive of discipline or good behavior or commission of any act calculated to bring the organization, staff and/or office bearers into disrepute or contempt.
- m) Disclosing to unauthorized person any information regarding YRA and its projects or any information regarding YRA's internal functioning or any other information, which is to be kept confidential.

- n) Use of YRA's name without prior approval or sanction of the appropriate authority for promotion of personal interest or solicitation for personal interest.
- o) Addressing or communicating with the press or any other media or any forum on the issues outside the staff concerned immediate area of work and/or of broader policy nature to YRA without authorization from the appropriate authority or Director General.
- p) Refusal to accept any written communication and/or comply with orders and instructions of YRA and its nominated functionaries.
- q) Consumption of any addictive substances on the YRA premises or those of its programs or in the field.
- r) Habitual negligence in the performance of duties.
- s) Breach of any of these service rules and regulations.

**XI. PROCEDURE OF ENQUIRY IN CASE OF MISCONDUCT (other than Section X k)**

Staff who commit any breach of the norms of conduct and discipline as laid out in Section X above will have her/his contract of employment terminated after an inquiry report into the alleged misconduct is put up in writing before the SMT or any staff/beneficiary of YRA by its majority resolution feels it just and necessary to terminate the contract of employment of the staff concerned and recommend this in writing to the Director General. In such an eventuality, however, the staff concerned may put in her/his written explanation to the proposed punishment and on consideration of the same and upon hearing the staff concerned, the Director General may take the final decision. However, in exceptional cases, the Director General may take an independent decision or involve the Governing Council if s/he feels important..

**A. Following steps shall be taken for enquiry into misconduct:**

1. Show-cause notice will be issued to the staff concerned.
2. If the reply from the staff is unsatisfactory, charge sheet will be issued.



3. After the receipt of reply from the staff on the charge sheet, an enquiry process can commence. The enquiry committee will be set up by the SMT or the Office Management Team from the respective offices.
4. Against the charge sheet, staff will be entitled to lead any evidence and be given opportunity to be heard.
5. The enquiry officer will record its finding and will be send to the Management Team in the form of an inquiry report.
6. Enquiry Committee will recommend the type of punishment along with the finding report to the Director General.
7. The Director General will furnish the report to the staff along with the proposed punishment.
8. In awarding punishment, the Directo General will take into account the gravity of the misconduct, the previous record, if any, of the staff and any other extenuating or aggravating circumstances that may exist.

Decisions related to enquiry including issuing of show-cause notice, charge-sheet etc. may be initiated by persons with delegated powers in this behalf as is set out in the '*Manual of procedures*'.

## **B. Loss of Confidence**

In case of loss of confidence, there will not be any enquiry procedure.

## **C. Punishments**

The following punishments may be imposed:

1. Warning
2. Censure
3. Rearrangement from the project/ Transfer
4. Withholding of promotions or delay or stoppage of increment
5. Recovery from pay of the whole or part of any pecuniary loss caused to the organization
6. Termination of employment by way of discharge
7. Suspension
8. Termination of employment by way of dismissal

## **D. Financial/ Material Loss**

If any financial/material loss is caused to YRA by any willful act of omission/commission of any staff, the matter shall be put up in writing before the District/Regional Coordinator or senior member of the team and if it is confirmed upon hearing the staff concerned that:

1. The said loss is caused due to willful/intentional act, s/he is liable to reimburse the entire loss caused.
2. The said loss is caused not due to willful/intentional act but due to negligence and insincerity towards discharge of duties s/he is liable to reimburse partial amount on the basis of the actual amount spent as may be recommended by the enquiry committee.
3. The said loss is caused inadvertently which s/he will reimburse in nominal penalty as may be recommended by the enquiry committee.

The financial loss will be on service record and will reflect in her/his annual Performance Appraisal System.

The reimbursement may be by way of deduction from monthly honorarium/salary etc., which shall not, however exceeds 30% of the total monthly honorarium/salary of that staff per installment

The enquiry committee will inquire into and consider the circumstances and factors involved and locate the person/persons involved in the incident and will come to its conclusion and recommendations. The Management Team may consider handing over the investigation to a separate and independent team for impartial enquiry and findings. The Director General on the recommendations shall determine the extent of and manner of recovery.

#### **E. Non-performance/ Unsatisfactory performance of responsibilities and Duties**

In case of non-performance or unsatisfactory performance of responsibilities and duties entrusted to staff from time to time, and which is reflected in the Performance Appraisal a written warning for non-performance outlining the areas of improvement will be issued to the staff concerned. An opportunity for improvement ranging from 3-6 months will be given after which if there is no qualitative change in the performance of the staff concerned as decided by the respective Project/Team Leader/Co-ordinator/Director/Director General, the contract may not be renewed or the contract may be terminated. If the staff concerned feels that due procedure was not followed as laid out in this para, she/he can approach the Management Team. The Management Team could form a committee to suggest. However, the decision of giving a

hearing to the staff concerned and about her/his termination shall rest with the Senior Management Team.

## **XII. PROCEDURE OF INVESTIGATION IN CASE OF SEXUAL HARASSMENT (Applicable only to Section X k)**

1. The steps to be followed in case of a complaint:
  - a) The complaint can be made in writing to District/Regional coordinator/ Director.
  - b) When s/he receives the complaint s/he will promptly investigate the allegation in a fair and expeditious manner and try to resolve the issue.
  - c) The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances.
  - d) If the conduct persists s/he will have the right to refer the matter to the Senior Management Team for their appropriate action.
  - e) An investigative committee comprising half of women members chaired by a woman will be formed by the Management Team.
  - f) The investigative committee will seek a full statement from both the parties. A copy of the statement will be made available to both the complainant and the person charged and the complainant will be asked to respond to the statement of the person charged.
  - g) In addition, the committee will take due steps to ensure the confidentiality of the complainant if the complainant so desires.
  - h) Counseling facility shall be available to the complainant during the course of investigation.
  - i) During the investigation, complainant will be accompanied by one person if the complainant so desires, who may not however represent the complainant.
  - j) The investigative committee will consider relevant any earlier complaints against the person charged.

- k) If it is determined that inappropriate conduct has occurred, the committee will act promptly to eliminate the offending conduct, and where it is appropriate they will also recommend disciplinary action to the management to be referred to the Director General for final disciplinary action.
- l) The complainant will have the right to lodge a fresh complaint with the investigative committee if s/he so desires.
- m) If the person charged holds an administrative post or any such position, then s/he will step down until the completion of the investigation.
- n) Person found guilty of sexual harassment will be dismissed, reprimanded or terminated.
- o) Entry of the findings will be recorded in his personal file.
- p) The Director General may seek help and guidance of the Governing Council as s/he feels appropriate. DG is responsible to report on this section to the Governing Council when asked for.

2. Action against the Chief Functionary in cases where he is the perpetrator can be recommended to and taken by only the Governing Council (through the President of YRA) or any other woman Governing Council member.

### **XIII. RETIREMENT**

1. The retirement age of any staff in YRA would be 60 years (till the end of the last month of service)
2. After the completion of 60 years, the staff can re-apply for the appropriate post if and as per the need of the organization. A specific period contract will be applicable considering the scope and need of work and key deliverables.
3. An employee shall be liable to be retired pre-maturely before obtaining the normal retirement age of 60 years on medical grounds without any liability for compensation whatsoever, if he or she becomes physically or mentally unfit to discharge his / her duties efficiently to the entire satisfaction of the management. A medical board will be constituted for this purpose and the decision of Management, based on the advice of the medical board will be binding on the employee.

4. In case of Director General's retirement, if the same person is working for long time for the organization, the Governing Council will take final decision.

#### **XIV. RESIGNATION**

1. Staff desirous of leaving YRA voluntarily shall convey her/his decision in writing to YRA, 6 months in advance in case of the Director General, 3 months in advance in case of the Director, 2 months in advance in case of the District/Regional Coordinator/ Managers and 1 month in advance in case of remaining staff. She/he will be responsible for transferring the tasks and contacts to the individual replacing her/him in the organization.
2. The Director General has the right to decide that the previous month's honorarium salary corresponding to the required notice period may be deducted from the salary dues/Provident Fund.

#### **XV. TERMINATION**

1. Probationer - 15 days notice / or pay in lieu of notice
2. Confirmed staff: in Direction scale 3 months / or pay in lieu of notice & all other staff 1 months notice / or pay in lieu of notice. (Pay = Basic)
3. In the event of restructuring, shifting or closing of any projects or all of the offices, YRA reserves the right to terminate the services of a confirmed employee by giving 1 months notice in writing or salary (Basic pay) in lieu thereof without any other compensation or liability.

*(See Manual of Procedures for details)*

#### **XVI. YRA STAFF GENERAL BODY**

1. All staff of the respective offices will be treated as members of the Staff General Body of that office. In case of major policy decisions, the YRA Staff General Body, which consists of all staff from all offices, is to be convened once in 18 months attached to the staff school. The convener of the staff general body will be nominated from amongst the staff.

#### **XVII. AMENDMENTS**

Any changes in the staff policy can be introduced by the Governing Board of YRA on the recommendation of the Director General or of their own accord or on the basis of recommendations emanating from the Management Team/YRA Staff General Body and forwarding to the Director General with her/his recommendations.

## **XVIII. PROVIDENT FUND**

1. All staff in 'Payroll' category are eligible to be members of the Provident Fund (PF) scheme registered under the Employees Provident and Miscellaneous Provision (E.P.F) Act, 1952.
2. 12% of the Basic salary and dearness allowance (DA) shall be deducted from each eligible staff member as contribution towards her/ his share each month at source and transferred to PF account.
3. YRA shall also contribute 12% of management share to the PF account and administrative charges. The said contribution shall be deposited on or before the 15<sup>th</sup> of the following month.
4. Staff registered under the E.P.F Act will have to abide by all the provisions/requirement of the rules and regulations.

## **XIX. GRATUITY**

YRA's Gratuity Scheme is under the Group Gratuity Scheme of Life Insurance Corporation (LIC); the same details will be applicable as per the rules of the scheme framed by LIC.

*(See Manual of Procedures for details)*

## **XX. UPDATING PERSONAL INFORMATION**

Staff members are asked to notify in writing the immediate coordinator and Head office of any change of name, address and telephone number, bank a/c number, passport details and also any changes in details of next of kin or the person to be notified in cases of emergency.

Staff should also give notification of the details of any changes in recognized partners or reorganized dependents where such details are required for insurance or other purposes.

Dependents: For married staff: spouse and unmarried children (children earning will be excluded). For unmarried staff, parents only.

*(See Manual of Procedures for details)*

## **XXI. RESOURCE PERSON**

If any employee is invited to serve as a resource person by any other organization, the employee must obtain the prior written approval of the DG/ Immediate Supervisor to do so. If any remuneration or honorarium is received by the employee for serving as a resource person during office hours, it is expected that the employee will make a donation of this amount to the accounts department. The Director General will have discretionary power to decide the proportion on case to case base. But in case of DG it will be 100% donation to the organization.

*(See Manual of Procedures for details)*

## **XXII. Grievance Redressal & Reconciliation**

The purpose of this Policy is to establish a process whereby a grievance of staff in YRA is duly recognized, addressed and settled within a stipulated timeframe.

The main objectives are as:

- To handle disputes and /or complaints promptly and effectively.
- To offer an effective process to both supervisor and staff.
- To improve staff morale, thereby maximizing effectiveness and helping to assure a high level of job performance and satisfaction.

*(See Manual of Procedures for details)*

**This staff Policy of YRA was discussed and mandated by Governing Council in its meeting held on 11<sup>th</sup> August 2012 and will be applicable with effect from 1<sup>st</sup> April 2013**

**Director General**

**Secretary**

**President**