

# NAV BHARAT JAGRITI KENDRA

# PERSONNEL POLICY

Nav Bharat Jagriti Kendra At- Amritnagar, PO- Korra, Dist.- Hazaribag – 825301 (Jharkhand)

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# 01. INTRODUCTION

NBJK a registered society since 1974 under Society Registration Act, XXI, 1860 from IG. Registration, Govt. of Bihar has being doing service in its rural development mission. The range of services of the organization range from education, sanitation, hospitals, healthcare, microfinance, credit plus, family counselling, and community mental health to name a few. Consequently, the competencies required for manning these services is diverse and eclectic.

In addition to the diverse competencies required as mentioned above three additional issues add to the complexity. The first being that most services offered by the organization are funded by donor agencies and trusts. Hence the services are project based. The projects typically range between one to three years in duration. Second, the services are required and are offered in rural interiors. It needs to be mentioned here that the two states in which the organization is operational are amongst the most backward in terms of any Human Resources Development indice. Third, NBJK being a development sector organization, and not being a commercial one, is unable to pay competetive salaries.

Given the varied specialized competencies required and the complexities involved as mentioned above, the issue of recruitment and selection to the organization becomes vexing. The organization has adopted a pragmatic solution of employing local people. NBJK has been successful in attracting talented and highly qualified women and men who are dedicated in working for a social cause.

It is the commitment of NBJK to provide equal employment opportunity for all applicants and to subscribe fully to the doctrine of non-discrimination in employment regardless of race, colour, caste, creed, religion, sex or age. Also NBJK shall not discriminate in the administration of personnel actions, such as compensation, benefits or any other aspect, on the basis of race, colour, caste, creed, sex or age.



# 02. THE VISION

To establish a progressive, peaceful, and a just society based on the values of equality, fraternity and mutual help.

## 03. THE MISSION

To educate, organize and empower the rural poor to promote development as a liberating force, for achieving social justice, economic growth and self-reliance.

### 04. LEGAL STATUS

NBJK is a registered society since 1974 under Society Registration Act, XXI, 1860 from IG. Registration, Govt. of Bihar. It got FCRA status in 1976 from the Govt. of India for receiving foreign contributions and grants

# TYPES OF EMPLOYMENT

All appointments in NBJK shall be made against approved manpower budget. For the purpose of administering the personnel policies, NBJK recognizes the following classification of appointments with the organization:

### 5.1. PART-TIME APPOINTMENT

A part-time employee is one, who is appointed for prescribed hours of work, which are less than the hours of work prescribed for the regular employees. The Executive Director of NBJK shall appoint part-time employees in writing. Part-time employees shall not be eligible for any allowances of the Organization unless specifically stated in their letter of appointment.



### 5.2 TEMPORARY APPOINTMENT

A temporary employee is the one who is appointed either to fill a regular position, which is temporarily vacant, or to assist in completing a specific task. These appointments shall be made on a daily, weekly, or monthly wages basis for a period not exceeding duration of 90 calendar days. They are not eligible to receive any of the organization's benefits other than the monthly remuneration.

### 5.3 CASUAL EMPLOYEES

A casual employee is one who has been engaged for work which is intermittent or sporadic or of casual nature. These employees shall not be paid on weekly off days and holidays. They are not eligible to receive any benefits other than wages. No appointment letter shall be issued to casual employees.

### 5.4 CONTRACT EMPLOYEES

A contract employee is one who is appointed for a designated position, project or activity for a fixed period depending on the duration of the specified position, project or activity. If the contract of the employee is to be renewed, a fresh contract letter shall be issued. However, prior to the renewal of contract the employees' performance for the completed period shall be documented justifying the renewal of contract.

### 5.5 REGULAR EMPLOYEES

Regular employee is one who is appointed for a designated position, project or activity, which is regular in nature after having satisfactorily completed the probation period of one year.





# RECRUITMENT PROCEDURE

The recruitment procedure for an ongoing project / activity is schematically represented in Appendix 1. Depending upon need, a Project Coordinator / School Principal may send in a requisition to HR (Appendix 2, Form 1). HR shall forward the same to the management. If the vacancy is approved then first an effort shall be made to fill the vacancy internally. It is possible that a project may getting over and the project members available for filling the vacancy. If the same is not the case then the existing data bank of candidates who had previous applied to the organization searched for a suitable match. If no match is found then employee's shall be requested to refer possible candidates. If none of the above yield results then the organization shall go in for advertisement in the local papers.

### 6.1 SELECTION PROCEDURE

The selection procedure for all candidates applying to the organization consists of a written examination, interview, and reference checks. The written examination is conducted to determine the knowledge base of the candidate with reference to the project/task at hand. The interview panel shall comprise of the Secretary and/or the Executive Director in addition to two senior Project Coordinators and a HR representative. The interview is conducted to determine the degree of fit between the candidate and the organization as well as the competence levels of candidate.

Selection process is the same for all posts. Only in case of Field Staff if the number of candidates is large then a group discussion is introduced.

### 6.2 JOINING PROCEDURE

When an employee joins NBJK, on the first day, s/he is also required to furnish/complete the following documents:

Joining/Invitation letter of NBJK - as per the format in the employee manual



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- Last Salary Certificate (TDS Statement) from previous employer
- · Relieving letter from previous employer, if working
- Proof of Qualifications (Certificates/ Mark sheets)
- · Medical fitness certificate
- Tax estimate/ Savings Declaration Form
- · Copy of birth certificate or other verification for the date of birth
- Employee Application Blank (to be filled in on the day of joining)
- · Confidentiality & Secrecy Agreement
- · Passport size photographs
- Reference letter from at least 2 Prominent referees

In case of change in any of her/his personal whereabouts such as given below, an employee should update her/his personal records for future reference, by sending the information to Manager (Personnel) directly in case of Coordination office and through Branch Head's in case of Branch Office.

- · Residential Address and Telephone number
- · Change in Marital Status
- · Change in the beneficiaries/ nominations for various benefits
- · Additional qualifications obtained

### 6.3 BREAK IN SERVICE

If an employee rejoins service after all severance dues have been paid to him/her, his/her prior service shall not be taken into account for any purpose whatsoever. His/her joining date shall be the date of assuming the new appointment irrespective of the previous service.

### 6.4 INDUCTION PROCEDURE

The purpose of the induction is to make a new joiner familiar with the work processes and make him feel comfortable in the new set up. Induction will



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be conducted for 2-4 days in the beginning or as soon as possible . Where a group of employees join within the space of a few days, efforts will be made to hold induction in groups. In some cases, induction may also involve a visit or training in other locations where NBJK has offices, as well.

Induction will typically include:

- Orientation about NBJK
- Meeting with the Executive Director/Branch Heads
- Meeting with key Project Staff
- Understanding the roles, responsibilities and Job description
- Specific Project orientation
- Daily/Monthly/Weekly/Annual Plan & Report.
- Budgeting and Budgetary control
- Advance issuance process and Budget booking, vouching etc
- Simple Administrative rules on Tour/Attendance/Leave/Vehicles etc
- · Finalization of one month goals and targets with the immediate superior

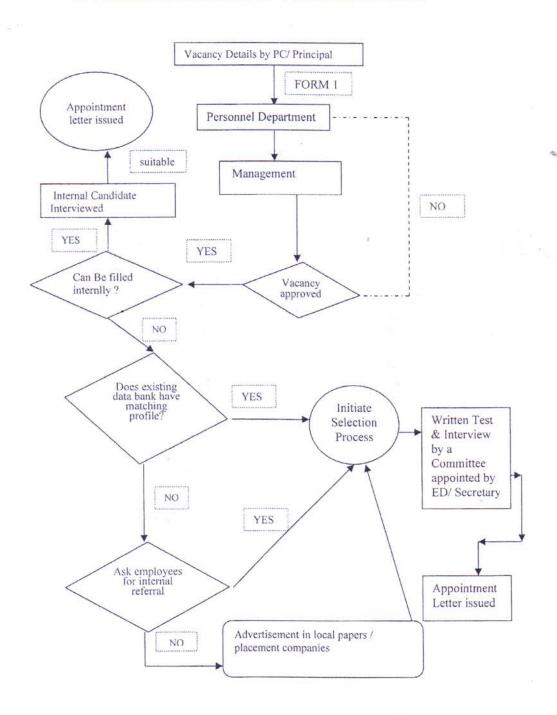
### 6.5 APPOINTMENT

No employee shall be considered an employee of NBJK unless that person receives and signs an official appointment letter from his/her appointing authority.





# APPENDIX 1: RECRUITMENT PROCESS AT NBJK





# APPENDIX 2: FORM 1

INTERNAL MEMO

| Number   | For Designation | Special qualification(if any)  | Experience |
|--|-----------------|--|------------|
| Annual Control of the |                 |  | ř          |
|  |                 |  |            |
|  | •               |  |            |
|  |                 |  |            |
|  |                 | The state of the s |            |



DATE: .....



# APPENDIX 3: APPOINTMENT LETTER

| Date:   |
|---|
|   |
|   |
|   |
|   |
| Dear,   |
| It gives me great pleasure to welcome you to the NBJK family and I am pleased to enclose herewith your letter of appointment in our organization.   |
| As discussed, your assignment will be as ""   |
| I would request you to sign a copy of the letter and return the same to us as confirmation of your acceptance. Once again, I look forward to your joining NBJK and to a rewarding career with our organization. |
| Thanking you,   |
| Very truly yours  |
|   |
| Encl: As above  |

NAV BHARAT JAGRITI KENDRA

Encl: As above

Amritnagar, P.O.: Korrah District Hazaribag – 825301 JHARKHAND (INDIA)

|      | 84  |
|------|---|
| To,  |   |
|      |   |
|      |   |
|      |   |
| Sub. | Appointment Letter  |
| Dear |   |
|      | re pleased to offer you the job ofin<br>rganization Nav Bharat Jagriti Kendra on the following terms and conditions   |
| >    | Your appointment is purely contractual for a fixed period of one year commencing from, after which your services will automatically be terminated without any notice. |
| *    | You may be transferred to any of the branches of the NBJK in any project, any time without any extra facilities.  |
| >    | You will get a salary of Rs   |
| >    | Your services may be terminated any time if the funding agency withdraws its support from the project on which you are placed to work.                                |

Your services may be terminated any time if you are found indulging in financial irregularities, acting against the organization and the project activities, or going against the norms, rules and regulations of the

organization.

- In case you want to resign, you must inform the concerned authorities in writing at least one month in advance, similarly the organization may terminate your services by giving one month notice or one month salary without assigning any reason.
- Your assignments will be to implement the project as per approved plan, supervise your subordinates and monitor the activities implemented. You will be accountable to your In-charge and must obey his/ her instructions, suggestions and advice related to the programme. You will have to travel intensively which is a part of your programme.



- Your assignments will be to implement the project as per approved plan, supervise your subordinates and monitor the sub grantees approved budget and activities. You will be accountable to the Executive Director / Secretary and must obey his/ her instructions, suggestions and advice related to the programme. You will have to travel intensively which is a part of your programme.
- You will have to maintain the confidentiality and secrecy of the organisation in all respect and will not disclose any information without prior written permission to any other organisation or person.
- You will hand over all the assets, equipments, books, records, files, letters and documents of the organisation in your possession when your services due to end of contract period, termination or resignation.
- You will be kept on probation of three months on this job. In case you fail to complete the probation successfully, it will be extended for another three months, otherwise your services will be terminated. Only on successful completion of probation you will be allowed to continue further.
- In case assigned copy of this contract letter is not received by the organization within 7 days this offer shall automatically stand withdrawn.

Please return to us the duplicate copy of this letter duly signed within one week as a token of your acceptance of the above terms and conditions.

With best wishes,

### **Executive Director**

I have gone through my appointment letter and the general rules of the organization. I hereby accept the terms and conditions mentioned above and I agree to abide by the same.

| Signature |       |
|-----------|-------|
| Name      |       |
| Address   |       |
|           | IA CA |



### APPENDIX 4: APPLICATION BLANK

# CONFIDENTIAL



# NAV BHARAT JAGRITI KENDRA

# APPLICATION FOR EMPLOYMENT

- 1. This form is important for our selection procedure.
- 2. Please complete the form in all respect and in your own handwriting in either English or Hindi.
- 3. Please add extra sheets if the space provided is not sufficient.
- 4. Please enter your name in capital letters.

Affix recent Passport size Photograph

This is essential

| and design the contraction which are study, characteristical and a CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR | Surname | First Name |
|--|---------|------------|
| FATHER'S NAME / HUSBAND'S NAME   |         |            |
| POSTION APPLIED FOR:   |         |            |
| E-MAIL ID(S):  |         |            |





| - A.     | Present mailing address:  |      |
|----------|---|------|
|          | Mobile No.(if any)  |      |
| ГеІер    | phone Number(s) :   |      |
|          | Permanent address:  |      |
|          | Mobile No.(if any)  |      |
| Telep    | phone Number(s) :   |      |
| 3.       | Date of Birth : Age :   |      |
| 4.       | Place of Birth: State: Country:   |      |
| 5.       | Citizenship at Birth : Present : kg Height : cms. 7. Weight kg Eyesight : Normal : corrected with glasses L | 00   |
| 6.<br>8. | Height: cms. 7. Weight kg  Evesight: Normal: corrected with glasses L                                       | ys.  |
| 0.       | R   |      |
| 9.       | Do you own a house? Yes/No Location :   |      |
|          | Physical defects, if any :  | 1770 |
| 11.      | Present state of health: Good/Fair/Poor   |      |
| 12.      | Restrictions, if any, on activities for Health Reasons :  |      |
| 14.      | Have you ever been charge-sheeted and/or convicted?   |      |



#### 18. Family Background

| Relationship | Name | Age   | Qualification | Organisation |
|--------------|------|---|---------------|--------------|
| Father       |      |   |               |              |
| Mother       |      |   |               |              |
| Spouse       |      | ACCUSATION OF THE PROPERTY OF |               |              |
| Brothers     |      |   |               |              |
| Sisters      |      |   |               |              |
| Children     |      |   |               |              |

<sup>\*</sup> Indicate cause of death & age at the time of death, if not alive

# ACADEMIC AND OTHER DETAILS

1. EDUCATION DETAILS (Give the latest qualification first)

| School/College<br>Institution | Location | Board/     | Period |    | Qualification  | Special  | Class/Grade/ |
|-------------------------------|----------|------------|--------|----|--|--|--------------|
| Institution                   | Location | University | From   | То | Obtained   | Subject(s)   | %Marks       |
|                               |          |            |        |    |  |  |              |
|                               |          |            |        |    | and the second of the second o |  |              |
|                               |          |            |        |    |  |  |              |
|                               |          |            |        | -  |  |  |              |
|                               | <u> </u> |            |        | -  |  | Lance and the same of the same |              |
|                               |          |            |        |    |  |  |              |
|                               |          |            | 11,000 |    | The state of the s | 200 110 110 00 110   |              |

| Explain Any Breaks: |  |  |  |      |
|---------------------|--|--|--|------|
|                     |  |  |  | <br> |
|                     | The second secon |  |  |      |

2 SHORT-TERM / PART-TIME COURSES OR TRAINING PROGRAMMES ATTENDED:

| Subject | Place | Year | Description of Course |             |
|---------|-------|------|-----------------------|-------------|
|         |       |      |                       | deptor by a |
|         |       |      |                       |             |
|         |       |      |                       |             |
|         |       |      |                       |             |
|         |       |      |                       |             |



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# EMPLOYMENT / WORK EXPERIENCE (Give present or most recent employer first.)

| Period · |    | Name & Address             | Nature of Business | Position held &<br>Nature of Work |         |  |
|----------|----|----------------------------|--------------------|-----------------------------------|---------|--|
| From     | То | Of the employer & Products |                    | Starting                          | Leaving |  |
|          |    |                            |                    |                                   |         |  |
|          |    |                            |                    |                                   |         |  |
|          |    |                            |                    |                                   | 1011000 |  |
|          |    |                            |                    |                                   |         |  |
|          |    |                            |                    | 1                                 |         |  |
|          |    |                            |                    |                                   |         |  |

# **GENERAL**

| 1. Are any of your relatives/friends employed by    | NBJK?        |    | Yes/No |      |     |
|---|--------------|----|--------|------|-----|
| If yes, specify: Name                               | Relationship |    |        |      |     |
| Position/Department/Location                        |              |    |        |      |     |
| Have you been associated with NBJK in any           | 5            |    |        |      |     |
| 3. Have you applied to NBJK before? Yes/No          |              |    |        |      |     |
| If yes, for (Position) on (Da                       | ate)         |    |        |      |     |
| Were you called for interview? interview:           | Yes/No       | lf | yes,   | date | of  |
| 4. Are you ready to stay anywhere in Hazaribag      |              |    |        |      | *** |
| 5. Are you ready to stay at block office / place of | of work      |    |        |      |     |
| 6. Do you know driving (Cycle / Two Wheelers        |              |    |        |      |     |



| 7. Do yo              | ou have a valid dr                   | iving license?  | ***********                       |                             |   |
|-----------------------|--------------------------------------|---|-----------------------------------|-----------------------------|---|
| 8. Do yo              | u have your own                      | conveyance ? Give de  | tails                             |                             |   |
| 9. Minim              | num Salary Expe                      | ctation   |                                   |                             |   |
| 10. REF<br>sele       | ERENCES (Oth                         | ner than relatives) '<br>lease enter all details.   | 'This section                     | n is very                   | crucial for you                         |
| Name                  | Official<br>Designation              | Address   | Tel<br>No.                        | E-mail                      | Period for<br>which she/he<br>knows you |
|                       |                                      |   |                                   | 1                           |   |
|                       | -                                    |   |                                   |                             |   |
|                       |                                      |   |                                   |                             |   |
| knowled<br>will be li | ge and belief and<br>able to be imme | the aforesaid informadd I accept that if any infidiately disqualified or on the BHARAT JAGRTI KEN | formation is su<br>dismissed from | ubsequently<br>n service wi | found to be false,                      |
|                       |                                      |   |                                   |                             |   |
| Date                  | ÷                                    |   |                                   |                             |   |
| Place                 | i                                    |   | -                                 | Cianatura                   |   |
|                       |                                      |   |                                   | Signature                   | •                                       |



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# APPENDIX 5: CONFIDENTIALITY AGREEMENT

# CONFIDENTIALITY AND SECRECY AGREEMENT

### BETWEEN

NAV BHARAT JAGRITI KENDRA, a registered society since 1974 under Society Registration Act, XXI, 1860 from IG. Registration, Govt. of Bihar and having its main office at ....... (hereinafter referred to as "NBJK")

### AND

| Mr/Ms/Mrs,                               | S/o / D/o / W/o |
|--|-----------------|
| Resident of                              |                 |
| (hereinafter referred to s the "Employee | e")             |

WHEREAS NBJK has appointed the Employee to provide services to NBJK as an Employee on the terms and conditions mentioned in the appointment letter which forms an integral part of this agreement, issued by NBJK and the Employee has duly acepted the sid letter.

AND WHEREAS NBJK and the Employee wish to document in writing the retention by NBJK of the Employee's services and Employee agreeing to keep full confidentiality and secrecy during the period of employment and thereafter upto the period of 2 years after ceasing to be in the employment of NBJK.

NOW, THEREFORE, in consideration of the Employee's employment or continued employment by NBJK, the Employee's salary and other Employee benefits in compensation of the Employee's servces, and other mutual covenants and agreements contained herein the Employee agrees as follows:

a) That by virtue of Employee's engagement of services by NBJK, the Employee acquires certain information, knowledge or other equivalent which has vital bearing on the functioning/continuity of business pursued by NBJK.

b) The Employee believes that this information is valuable and would be significantly detrimental to the prospects of NBJK if the same is divulged to a third party.

c) The Employee recognizes that she/he is being hired in a position of trust and confidence with NBJK and the Employee would be duty bound to protect the confidential information relating to its business.

d) The Employee acknowledges that the remuneration/compensation received by him/her, as detailed in the appointment letter accepted by

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- the Employee, is attributable both towards services rendered as well as for protecting the confidential information relating to NBJK's business.
- e) The Employee believes and acknowledges that NBJK incurs costs associated with the services of the Employee which culminate in the development/establishment of certain informatio, knowledge, data, plans, proposals etc. and this becomes the exclusive property of NBJK.

Accordingly, the Emplyee agrees to execute the Confidentiality and Secrecy Agreement in view of the fiduciary relationship between him/her and NBJK and binds himself/herself as under:

 The Employee shall never, directly or indirectly, disclose or use any Confidential Information, as such term is defined in Cluase 3 hereunder except with the prior written consent of NBJK or except when the Employee is acting solely for the benefit of NBJK for NBJK's business.

 If the Employee is prepared to disclose Confidential Information pursuant to a valid and existing order of a Court or other governmental body, the Employee must give prompt notice in writing to NBJK of any such potential disclosure.

 The Employee will also cooperate with NBJK in the execution of any personal confidential agreement, which may be required by NBJK's clients or third party connected with the business of NBJK.

a. All information disclosed to the Employee, or to which the Employee obtains access, whether originated by the Employee or others, which the Employee has reasonable basis to believe to be Confidential Information, or which is treated by NBJK or its clients or other parties as being Confidential Information and the absence of any marking or statement that particular information is Confidential Information shall not affect its status as Confidential Information.

b. The Employee shall bear the burden of proving that information is not Confidential Information.

### 4. Definition of Confidential Information

4.1 "Confidential Information" shall include:

Business Plans, Project Proposals, statistical details relating to business, agreements with related parties/associates, marketing techniques, marketing information and arrangements, mailing lists, quoting procedures, financial information, customers, employees, and other materials or other information relating to NBJK's business and activities and the manner in which NBJK does business;



- 4.2 Inventions, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, process, formulas, inventions, techniques, knowhow, designs, drawings, and specifications;
- 4.3 Means of financing the activities and details about donors, financiers etc.
- 4.4 All other materials or information related to the business or activities of NBJK which are not generally known to others engaged in similar activities;
- 4.5 All ideas which are derived from or related to the Employee's access to or knowledge of any of the above enumerated materials and informtion; and
- 4.6 All information about or belonging to clients of and all parties to any agreement with NBJK would be Confidential Information pursuant to the above definition if such other parties are in the position of NBJK.

### 5. Ownership of Confidential Information

All right, title and interest in all Confidential Information including but not limited to inventions, discoveries, concepts, ideas and other intellectual property rights developed or conceived by the Employee(whether alone or jointly with others) in the course of employment with NBJK that are related in any way to its business, whether or not during the normal business hours and whether or not at NBJK's premises(all of which shall be deemed Confidential Information for the purposes of this Agreement) shall be and remain the exclusive property of NBJK, and the Employee agrees immediately to disclose to NBJK all Confidential Information developed in whole or in part by the Employee during the during the term of the Employee's employment with NBJK, to assign NBJK all right, title and interest the Employee may have in such Confidential Information, and to execute any instruments and to do all other things reasonably requested by NBJK both during and after the Employee's employment with NBJK in order to vest more fully in NBJK all ownership rights I Confidential Information transferred by the Employee to NBJK. Notwithstanding the foregoing obligations, the Employee need not assign any right to any invention for which no equipment, supplies, facility or Confidential Information of NBJK was used, and which invention was developed entirely on the Employee's own time, and which invention does not relate to NBJK's business or actual or demonstrated research or development, or result from any work performed by the Employee for NBJK.

### 6. Non-Competetion

6.1 The Employee agrees that during the term of this Agreement he/she directly or indirectly either, alone or as a partner, independent



contractor, agent principal, consultant, officer, director or Employee or any firm or entity, engage in any activity in competetion with any part of NBJK's business in India as conducted during the term of this Agreement or as of the date of such termination of employment.

6.2 The Employee agrees that the covenants he/she has made in this Agreement are reasonable with respect to their duration, geographical area and prescription. In the event of the Employee's actual or threatened breach of the provisions of this section, NBJK shall have the right to obtain injunctive relief and/or specific performance and to seek any other remedy available to NBJK.

### 7. Non-Solicitation

During the Non-Solicitation Period(defined below), the Employee shall not, without NBJK's written consent, directly or indirectly, by or for himself/herself or as the agent of another or through others as Employee's agents (i) solicit or accept any business from any client/donor/partner agencies for whom NBJK has performed any services or issued any proposals in the two(2) year period prior to such solicitation or acceptance, (ii) request, induce or advise any such client / donor /partner agencies to withdraw, curtail or cancel its business with NBJK or (iii) solicit for employment, employ, or engage as a consultant any person who had been an Employee of NBJK at any time within the six(6) months prior to such solicitation or engagement.

The "Non-Solicitation Period" immediately follows the Employee's termination/cessation and is two(2) years following termination / cessation:

# 8. NBJK's Property

- 8.1 Any vehicle(s), books, documents, circulars, files, tools or other items of equipments which may be supplied to the Employee in connection with his/her work shall remain the property of NBJK and the same shall be safeguarded appropriately. The Employee shall be responsible for all such items of property and shall immediately report loss of NBJK's property, if any, in his/her possession to the local police authority, as well as to NBJK for loging a claim with the insurance company. Failure to do so will automatically entitle NBJK to recover such items from the dues of the Employee as also from the Employee.
- 8.2 Upon termination of the Employee's employment with NBJK, the Employee shall hand over promptly to NBJK all vehicle(s), equipment(s), records, manuals, books, blank forms, documents, letters, memoranda, notes, notebooks, reports, data, tables, calculations or copies thereof(whether in paper, electronic or any other form) as well as:



hardware, software, books, documentation, files, keys, keycards, company credit cards, records, lists and any other information which is property of NBJK or which relates any way to its business, products, or practices, or techniques of NBJK, and all other property including but not limited to NBJK's leased premises for the purposes of residential accomodation of the employee, Confidential Information, includig but not limited to, all documents which in whole or in part contain any Confidential Information, which in any one of these cases are in the Employee's possession or under the Employee's control. If the Employee fails to do so, NBJK may withhold payment of his/her dues, if any, and/or tke such other steps as may be appropriate to recover damages from him/her.

### 9. Injunctive Relief

In the event of a breach or threatened breach of Sections of this agreement by the Employee, NBJK shall be entitled, without posting of a bond, to an injunction restraining such breach, an accounting and repayment of profits, compensation, comission, remuneration or other benefits that the Employee, directly or indirectly, may realize as a result of such violation and to reimbursement of any attorneys' fees and costs incurred by NBJK as a result of such breach. Nothing herein shall be construed as prohibiting NBJK from pursuing any other remedy available to it for such breach.

### 10. Survival

Sections 4,5,6,7,8 & 9 of this Agreement shall survive termination of employment.

### 11. Jurisdiction

This Agreement shall be construed and enforced in accordance with the laws of India and any action brought hereunder shall be brought in India situated at Hazaribagh - Jharkhand.

| AGREEMENT AS OF           | THIS |
|---------------------------|------|
| EMPLOYEE                  |      |
| NAV BHARAT JAGRITI KENDRA |      |



### APPENDIX 6: REJECTION LETTER

Nav BharatJagriti Kendra Amritnagar, P.O: Korrah Hazaribag-825301 JHARKHAND (INDIA) Phone 06546-266781 Fax 06546-266781

Nav Bharat Jagriti Kendra March 31, 2008

Dear

Subject: Your Application to NBJK

With reference to your application to our organization we do regret to inform you that currently we do not have any opening that matches with your profile. We have however kept your bio-data in our active database. As soon as any opening arises that matches with your profile we shall get in touch with you.

We would like to thank you for your interest in NBJK and wish you the best in your career.

Sincerely,

Manager-HR Nav Bharat Jagriti Kendra Hazaribag



### 6.6 PROBATION

The purpose of the probation period is to allow both NBJK and the employee sufficient time to assess each other. All employees will be on probation for a period of at least three months. During the period of Probation no such staff on probation would be give SWF/PF, Gratuity and insurance benefits. Management may use its discretion and reduce or waive the probation period for an experienced professional.

At the end of three months there will be another performance review, based on which the employee will be confirmed to the services of NBJK on contract basis for one year only.

Incase, the performance of the employee is less than satisfactory, the same will be communicated in written to the employee and her/his probation may be extended by another three months for strict observation. However, if the performance is unsatisfactory even after the extension of the probation period, her/his employment with the organization is liable to be terminated without assigning any reasons thereof.

There will be two kinds of employee:

Employees on permanent renewable contract: Employees on permanent renewable contract is an employee appointed on a renewable contract and has served NBJK for 5 or more years in one stretch.

Employees under Probation: Employee who has been appointed on a Three Month's probation contract by NBJK in any of its project for a specific assignment.

The Branch Heads have the right to involve experts, consultants, part time persons, summer trainees, interns and students in different activities of NBJK by making separate terms and conditions in consonance to the organizational structure & systems

At all times, employees are expected to perform and deliver their duties/ responsibilities as per their designated role to the fullest of the satisfaction of the management.

# 2.7 Human Resource Development

Personnel Department with consent of Executive Director will organize training programme / Exposure visits and correspondence course for development of capacity and skills of the staffs.

As per availability of fund the organization will try to developing HR development & Training

### 2.8 Tenure

Every appointed person shall be on probation for a period of three months. The probation may be extended if required. If the service of an employee is not up to mark he can be removed after giving a notice of one to three months. An employee contract is renewed for further one year if his / her service is satisfactory upto 65 years of age.

### 2.9 Termination of Service

- Services of the staff will be coterminous with the completion of the contract.
- Services may be seized with one month notice if the funding agency withdraws its support from the project on which he / she is placed to work with.
- Services may be terminated any time if he / she is found indulged in financial irregularities, acting against the organization and the project



activities, and going against the norms, rules and regulations of the organization.

# 6.10 Resignation

An employee may resign from the services of the Organization by giving notice of one month to three months in writing addressed to the appointing authority or on payment of one to three month's pay.

The resignation shall be effective from the date of its acceptance by the Appointing Authority.

# 6.11 Salary / Honorarium

Salary is fixed according to the norms of the organization. It also depends upon the budget allocated in the project in which he / she is appointed.

If an employee is granted further contract, he / she may be given increment benefit upon his past performance.

Generally an employee is kept as an apprentice for the first year. If his / her performance is satisfactory the apprenticeship may be extended for another one or more years. After completion of apprenticeship the employee is provided benefits and perks as per norms of organization. Traveling Allowance and Daily Allowance is given as per norms of organization.

A staff on part time or adhoc basis is kept on daily wage basis.

# 6.12 Increment, Probation and Rewards

There is no time bond promotion of any staff in our organisation but in case of any vacancy lower staff may apply for the higher post.



The staffs will be recommended for their good & extra ordinary performance by way of certificate or by other kind or incentive.

Employees appraisal will be done by setting some standard by the Personnel Department with consent of Executive Director / Chief Executive of the organisation. This will be a basis of Reward / Promotion / Increment.

# 6.13 OTHER ALLOWANCES AND PERQUISITES

A regular employees of the Organization may get Provident Fund / Staff Welfare Fund as provided in the project. Gratuity will be given to the employee as per government rule. We would request in all our project proposal to funding agencies to provide provisions of P.F. and Gratuity to staffs as per rule. Other allowances and reimbursements apply as provided for in the appointment letters. Other than EPF. Organization may provide Gratuity, Insurance contribution & Field allowance to its employees.

### 6.14 TRANSFERS

The Executive Body have the right to transfer on the same pay and to an equal or identical post to any employee from one section to another or from one office to another, wherever NBJK is working. In special cases, the Executive Director reserves the authority of transfer its staff on deputation to other Agency/organization at any level.

The Executive Body may also transfer the power to Branch Head in certain cases for transfer of any staff.



# 7. LEAVE

### 7.1 LEAVE ACCOUNTING YEAR

The year for calculation of leave would be January 1st to December 31st.

### 7.2 TYPES OF LEAVES

The various types of leaves that an employee is eligible for are,

- Casual Leave (CL)- 12 days
- Medical Leave (SL)- 10 days
- Earned leave(EL)- 12 days
- Restricted Leave (RH)- 3 full days or 6 half days

### 7.3 TYPES OF HOLIDAYS

National Holidays: 26th January, 15th August (after hoisting flag or

Celebrations are over), 1st May, 2nd October

Festivals Holi (One day), Durga Puja (One day), ID (One day),

Xmas (One day)

# **Restricted Holiday**

Three full or 6 half day restricted festival holidays may be allowed on personnel applications.

### 7.4 DETAILS OF LEAVE

All leaves must be passed by respective heads of the employee.



- All leaves must have a prior sanction. Telephonic leave is liable to approval as per discretion of NBJK Management.
- Final authority vests with Executive Director/Branch head for clearance of leaves.
- Casual Leave can be availed by employees on casual needs.
- Medical Leaves are available to NBJK staffs for one day and above up to 10 days subject to proof in terms of Doctor's prescription and Cash Memo of medicine purchase.
- Any casual & Medical leave not availed during the year will not be carried forward to succeeding years.
- Earned leave (EL) shall be admissible for 12 days for every completed year of service.
- > The non-used EL can be carried forward.
- The non-issued EL will be not reimbursed as per institutional provisions.
- Incase the employee is ill or an urgent casual leave is to be availed, she / he should call the superior within half hour of after the office starts.
- In case of emergency/illness where prior written permission is not taken but oral permission is taken, the *Leave Form* should be submitted within 30 Minutes of resumption.
- > EL is also available for 2 days and above but it should be taken at least three days in advance.
- Casual leave may not be clubbed with either EL or ML.
- ML and EL may however be clubbed if any medical emergency arises.



### 7.5 APPROVAL OF LEAVE

Employees are encouraged to avail of their leave regularly and to take a break from work to maintain personal and family effectiveness and to plan their leave carefully and in advance to meet their own needs and the needs of the organization. Normally, leave applications should be made using the prescribed format 3 days in advance for EL preferably one day advance in case of CL.

An employee seeking leave of any kind must take prior approval from the concerned head. It cannot be claimed as a matter of right and shall be at the discretion of the superior, Executive Director/Branch Head to refuse leave, at any time, according to the exigencies of work. All leave has to be approved in writing in the leave application forms prescribed. Employees proceeding on leave should leave their contact address/ phone numbers with the location to the Office manager to ensure that they can be contacted incase of emergency.

Medical leave will be approved only when there is prescription of Doctors regarding the disease and treatment of the concerned staff. EL and ML may be clubbed together but EL will not be clubbed with CL.

# 7.6 PROCEDURE FOR CALCULATING LEAVE FOR EL & ML

Leaves in NBJK are normally calculated on the calendar days i.e. incase a leave is taken on Saturday/ Monday, it shall be considered as 1 day. But if a leave is taken on both Saturday and Monday, it becomes 3 days. This method of calculating leaves also applies on any other declared holidays, e.g., if a Friday is a declared holiday and an employee takes Saturday off, it will be counted as 3 days.



Calculation of leave without pay is done on the ratio of no. of days' leave taken without pay to no. of working days in the month.

# 8. Working Hours

The working hours of the office will be from 9.00 a.m. to 5 p.m. with one hour break for lunch from 1.00 p.m. to 2.00 p.m. working hours should be devoted towards efficient and punctual discharge of allotted duties, but from November to January the office time will be 9.30 a.m. to 5.30 p.m. The working hour is the field will change according to the need of the area.

### LATE ARRIVAL / PRAWAS DURING THE DAY

It is essential on the part of every staff to attend and leave office and observe lunch time punctually. Late attendance up to maximum 15 minutes only can be excused provided a staff is not a habitual late comer. Daily attendance in the attendance register should be marked under proper initials by a staff. A habitual late comer staff will be given a verbal or written warning by the Executive Director / Secretary to improve in attendance failing which he / she will be liable to disciplinary action.

In case any employee has to leave office for some official work; she /he should mention it on the Movement Register such that he / she can be contacted if an emergency arises. Approval of such field movements must strictly be endorsed by the respective heads/representative heads in any case whatsoever.



# 9. OFFICE CONDUCT

### 9.1 PERSONAL CONDUCT

The underlying philosophy of all aspects in this HR Policy document is discipline and integrity at all time. While it is not possible or feasible to list out every instance, the approach will be one that will take into account both the nature of the problem and the seriousness of the misconduct done by the employee. The organization has the right to take action that can include termination or suspension of the employee, as the situation warrants. This covers both direct work performance as well as work-related conduct.

No body will smoke inside the office & if any employee found in drunked position he will terminated for the day & deciplinary action may be taken.

Any staff will not discriminate other staff on the basis of caste, colour, religion, and gender.

Non - veg food & any kind of liquour or beers will be not allowed in common canteen.

### 9.2 SEXUAL HARRASMENT

The Organization believes in protecting the self-respect of our female employees. A Sexual Harassment redressed Committee will be constituted in each of NBJK Office (HO/CO/BOs) with over 60% representation from Females and which meets in every six months in case of no complains or written one week if some complain is received for discussion over such issues. Any person found harassing or misbehaving with a female employee would have to face serious consequences and may be terminated the organization if the charges against the employee are proved and found correct.

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### 9.3 THEFT

The organization wants to maintain high integrity standards and therefore any misconduct even in the form of taking office materials home for personal consumption or any kind of theft of institutional goods will be seriously dealt with. Such kind of act by any employee would attract termination of the employee from the organization or warning whatsoever the management finds appropriate to deal with such situations.

### 9.4 SECRECY

No employee shall communicate directly or indirectly an official document or information to any person except with prior permission in writing from the Executive Director/ Branch Head. Neither any of NBJK employee is allowed to speak to Media without getting any official clearance in this regard.

### 9.5 PROHIBITION OF TRADE, BUSINESS OR EMPLOYMENT

No employee is allowed to undertake additional consultancy/ assignments/ employment with other organization/individuals.

No employee can take up additional assignments on individual contract. If such contracts are approved by the Executive Director/Branch Heads, a portion of income from such contracts to the tune of 40% should be donated by the employee to the organization.

### 9.6 VISITORS

Personal visitors to the office should be met in an area where other employees will not be distracted and the meeting should be kept as brief as possible.



### 9.7 HOUSE KEEPING

All employees are expected to keep their work area neat and clean in order to promote an organized workflow and to maintain an attractive office facility. Dustbins should be used for the materials treated as waste.

While leaving office, employees must ensure that their tables are clean, chairs are in proper place, Computers must be shut down and unnecessary lights, fans are switched off. Incase one is the last person to leave office; s/he must lock the office. Any gross breach to the loss or damage of office goods or equipments out of negligence of the employee may attract penalty whatever the Management finds appropriate to be imposed.

Any defect / problem must be registered with the Office Manager so that prompt resumption of work can take place.

### 9.8 SOLICITATION OF GIFTS AND ADVANTAGES

- No employee may solicit or accept for his own benefit, any benefit, bribe or advantage, in money or otherwise, from customers, beneficiaries, outside parties, suppliers, co-workers, contractors or any person having dealings with the organization. Incase of gifts in kind/Cash during any function such as marriage, reception, birthday, anniversary etc. at employee's residence or else where, gifts worth over Rs. 1000/- by any of the beneficiary should be informed to the organization. Any breach of this rule may lead to disciplinary action or termination against the employee.
- The term "advantage" includes a gift, loan, fee, reward, contract, service favors and entertainment. All employees should actively, discourage customers or suppliers from offering personal benefits of all kinds



including every type of gift, favour, service, loan, fee entitlement or anything of monetary value.

If there is any doubt as to whether an advantage may be accepted, the matter should be reported to Executive Director/Branch Head as to the appropriate action to be taken

### 9.9 USE OF COMPUTER / INTERNET

The organization provides an Office computer with or without Internet access to facilitate the work of the employees. This facility should however not be misused for unnecessary net surfing especially obscene stuff, chats, etc. Viewing of pornographic material will be treated as gross misconduct and shall be met accordingly with dire consequences.

As regards the Computer Etiquette to be followed in the organization,

- In order to function smoothly without confusion it is advised to delete temporary or junk files after the task for which they were created is over
- Printouts must only be taken only if absolutely essential.
- Employees must keep a Computer Log Book and must shut down their computers before leaving for the day.
- As a practice, all floppies / pen drive must be scanned before use and no new software must be loaded/downloaded without the Office Manager approval
- Personal usage is generally discouraged and should be kept to the barest minimum. In particular, office equipment may not be used for personal printouts. Official email IDs may not be used for personal communications.



- The installation and use of Chat applications and Games at work is strictly prohibited. Very stringent action, including termination, can be taken against employees who violate this norm.
- Employees are expected to keep virus protection enabled on their computers at all times, and update the same regularly (typically at least once every week). A weekly system scan is normally scheduled automatically, and should not be terminated.

### 9.10 DOCUMENT MOVEMENT

Responsiveness is the hallmark of all competent organizations and individuals. All documents must reach from one signatory to another within a maximum time of 24 hours, if that person is in station (or 24 hours of reaching station). Mentioning the date along with signatures in any transaction is advised as it becomes easier to track records. The "24-hour principle" should apply to all forms of communication, including email.

### 9.11 RELATIONSHIP BUILDING

Managers/ superiors in the organization are encouraged to enthusiastically take part in greater interactions with their subordinates that go beyond their work life as this would not only help gauging the employee problems better, but would also act as a motivator for them.

However, development of intimate personal relationships between coworkers is discouraged, and may even attract termination of employment.

### 9.12 AWARDS, PRIZES AND HONORARIA AS RESOURCE PERSONS

Incase the employees participates and wins any event (individual or team) under NBJK's name, s/he will be entitled to retain 60% of the award money,



while the rest will go to the organization. If the organization pays for the entrance fee of the competition, then such fee will accordingly be recovered from the award money before the distribution.

Where an employee is paid honorarium or fees for making a presentation or giving a lecture, taking a training session, etc., such honoraria are treated as income of the Organization and are to be deposited with the Accounts department. The Employee may however entitle to get maximum 50% of the Honoraria against such RP fees.

#### 9.13 MEDIA

Only authorized people should speak to the press. To that extent, if any individual press person contacts an employee, s/he must be directed to the spokesperson designated by the organization to speak to the Media.

### 9.14 INTEGRITY AND COMMITMENT TO THE DUTY

Every employee of NBJK shall at all times maintain absolute integrity and commitment to the duty and shall not take up any activity which may hamper NBJK's image in the sector.

### 9.15 CRIMINAL/EXTREMIST LINKAGES

Employees of NBJK must not get engaged into any Criminal or Extremist Outfits of whatever nature and any employee if found guilty upon such heinous linkages he/She shall have to leave the job with immediate effect without furnishing any reason thereof.

### 10. EXPENSES

For purchase of daily use items such as files, photocopying, booklets, courier/postage etc, the employees should contact Office Manager. Incase



of items costing more than Rs. 500, please ensure that the Executive Director/Branch Head has approved the same. In rare cases, an employee may make purchases of small items herself/himself. Employees' can claim such expenses by submitting a monthly voucher along with bills.

### 10.1 STATIONERY

Any stationery required by an employee should also be routed to Office Manager who will accordingly place an order. Employees may not buy directly and submit bills. Running Stationary will only be issued to respective Project heads and not to the employees directly. The Project head in turn will distribute it among the project team as per requirements.

Stationary items include revenue stamps, registers, accounting requirements like cash box etc. It however does not include pens, writing instruments other than pencils, post-it etc., which, if required, may be sourced by employees at their own expense.

### 10.2 OTHER PURCHASES

All purchases other than stationery and other items of routine use should be routed to the Project heads for their approval.

### CAPITAL ASSETS

All purchases of capital assets require prior approval of the Executive Director/Branch Head. The process involves getting 3 quotes from the suppliers and getting it approved by the Purchase Committee. A Purchase Order should be prepared and approved in writing before finalizing the same.

All kinds of purchases should be made through empanelled parties only.



### 10.3 CLAIMS

Each employee may claim one monthly voucher by the 25<sup>th</sup> day of the month for all the petty expenses made by him/her, particularly for conveyance expenses incurred in the month. Incase the employee is on tour/leave on the deadline date, his / her claims may be accepted immediately after he comes back. Claims not made on time shall lapse.

Payment for the vouchers will be done only after internal audit and approval.

### 10.4 MONTHLY REIMBURSEMENTS

Every employee is entitled to monthly reimbursements of expenditure as given in her/his appointment letter. Such reimbursements are available within the terms specified in the letter, and are to be used for work and professional development. Proper (pucca) bills are required for such reimbursements, which can be claimed in arrears during the Financial Year. Expenses not claimed within the financial year will lapse.

In case of lack of clarity regarding reimbursement eligibility of certain expenses, employees should contact Accounts.

# 11. TOURS AND TRAVEL

### 11.1 LOCAL TRAVEL

Employees' conveyance from residence to office and back to residence is part of the employees' salary and therefore should not be claimed separately.



### 11.2 OUTSTATION TRAVEL / TOUR

- Incase the employee has to go on an official tour; prior permission must be sought from the Branch Head.
- 2. The following documents must be submitted by the employee before going on a tour,
  - Tour Application
  - Ticket Requisition
- 3. After coming back from the Tour, the employee must submit a Tour Expense Statement along with a Tour Report. The maximum upper limit for sending the Tour Expense Statement is 48 hours from return to the base station.
- 4. All tickets are to be booked from the official travel agent appointed by the organization, through Office Manager. However, in case of emergencies if an external travel agent is appointed to book tickets and the rate of booking is higher than the standard rate, prior approval of the Executive Director/Branch Head must be taken. NBJK very strongly discourages the use of touts or unauthorized rail agents, and the paying of bribes to secure confirmed tickets when the same are not available.
- 5. The guiding principle behind the rules in this category is that travel should be undertaken with reasonable comfort, and expenses are reimbursed to ensure that employees do not go out of pocket. The general industry practice of looking upon travel allowances as "opportunities to earn" is highly discouraged in NBJK.
- The organization has prescribed specific modes of travel for different categories of people.



- 7. If an employee needs to hire a car during the tour, the request should be routed through the Project Heads to the Executive Director/Branch Head. However, in case of emergency, a note with justification should be given within 24 hours. Approval of such expenses shall be at management's discretion.
- 8. After the Tour gets over, the employee must submit the report of the trip within 48 hours, else the expense will get reversed
- 9. Incase advance is required before the trip; an Advance Requisition has to be given with the Tour Application. Even if no advance is required, it should still be mentioned on the Tour Application Form. However, no advance will be given unless prior advances are settled.
- 10. Any deviations from the above (mode/class of travel, expenses, etc.) will need to be authorized by the Executive Director/Branch Head.

# 12. SEPARATION

### 12.1 NOTICE PERIOD

In the event that the employee is constrained to leave the organization, s/he is required to furnish 30 days notice in writing or one month's salary (Basic + Allowances), in lieu of such notice. When an employee plans to part with the organization, s/he must submit her/his resignation to the immediate head for processing of resignation at his/her end. NBJK is entitled to accept it with immediate effect or from any date before the expiry of the notice period.

If an employee is asked to leave the organization, the organization will give 30 days' notice or one month's salary (Basic + Allowances), in lieu of such notice. The employee will be entitled to accept such termination with immediate effect or from any date before the expiry of the notice period.



In case of termination due to disciplinary lapses, the organization may terminate an employee's services forthwith, without any notice or pay thereof.

### 12.2 LEAVING FORMALITIES

At any point in an employee's career when s/he has to part with NBJK, NBJK will assist him/her in the decision in whichever way possible. NBJK realizes that though this would be a difficult decision, however, requires the employee to give appropriate notice as required in her/his terms of service. Any adjustments in this respect can be sanctioned only by the Director.

Before leaving the organization, the employee must fulfill the following responsibilities,

- Verify bills /investment status before FFS (Full & Final Settlement)
- · Verify asset return, documents return, advances etc
- Go through an exit interview with the Executive Director/ Branch Head
   /PC and Hand over complete charge to the person decided by the Management.
- Indicate her/his new address for future communication and sending of certificates

All dues towards the employee will be settled within 30 days of the date of cessation of employment in NBJK, and completion of responsibilities indicated above.





# 9. SERVICE RECORD

Service record of every employee shall be maintained in which particulars in regards to the employee's date of appointment, Curriculum Vitae, Scale of pay and Designation, fixation of pay, Posting, Promotions, Transfers, and punishments shall be recorded. The entries in the service book will be attested by the Executive Director/Branch Head or the person duly authorized for the said purpose.

(GIRIJA NANDAN "GIRIJA SATISH")
President, NBJK

President
NAV BHARAT JAGRITI KENDRA

(SATISH KUMAR "SATISH GIRIJA") Secretary, NBJK

Secretary NAV BHARAT JAGRITI KENDRA

Adopted by NBJK as per its Genral Body decision of 20<sup>th</sup> September, 2007 and accordingly Executive Committee resolution no. 2 as on 29<sup>th</sup> December, 2007.

Ammended by NBJK as its General Body decision of 11<sup>th</sup> September, 2017 in the point no. 2.8 & 3.4 resolution no. 10 & 11.



