

Social Awareness Society For Youth (SASY) Staff Charter and Service Rules

*“SASY works to Protect and Promote Human Rights of Dalits,
Adivasis, Women, Children and other vulnerable communities”*

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Employee Name:

for SASY

Signature:

Signature:

Date:

“SASY works to Protect and Promote Human Rights of Dalits, Adivasis, Women, Children and other vulnerable communities”

A. Introduction

The charter comes into effect from April 2004 and shall cover all staff of SASY at various levels. The charter is subject to change from time to time. It is an attempt to establish the broad framework within which our staff shall operate.

SASY strongly believes that an organisation grows by creating opportunity to the staff to grow. As an employer, SASY aims to ensure that all job applicants and staff do not suffer **unfair discrimination** because of, for example, their gender, race, colour, nationality, ethnic origin or religious belief, social caste or class, age, disability, sexual orientation, marital status or family situation. At the same time there would be **positive discrimination** to the socially oppressed section of the people in recruitment and in leadership.

SASY aims to ensure that all people with whom we work are valued for their contributions and are given the opportunity to realise their full potential within the organisation. SASY strives to provide **personal growth opportunity** for its entire staff with strict but minimal systems leading to maximum flexibility and innovation. **The comfortable and secure working environment of SASY is a joyous experience.**

It is significant to note that all our staff individually, despite variations from certain standard procedures, has agreed to this charter. It is a means to an end and not an end in itself. It is also essential that effective management structure and clear decision-making are necessary for us. Thus this framework.

B. Vision and Mission of the Organisation

a. Vision

A Just Society where the human dignity and the human rights of the Dalits are respected.

b. Mission

Facilitating efforts towards establishing a just society replete with Human Dignity by Protecting and Promoting the human rights of Dalits festering Dalit empowerment process for the Dalit Liberation.

C. Service Rules

1. Classification of employees

- a. **Confirmed** staff are those who are appointed until the end of the project period subject to their work being found acceptable at annual appraisals, Subject to fund availability and the continuance of their work/programme for which they were recruited. Confirmation of staff will be renewed every year in the month on April.
- b. **Probation** - Generally staff will be hired, unless otherwise stipulated, either on a probationary period of not less than three months, or as trainees. The organisation reserves the right to extend the probationary period, if the staff's work and progress are not found satisfactory. The organisation may confirm the staff's service after mutual agreement at

any time during the course of or on expiry of the probationary period initially fixed or subsequently extended.

- c. **Trainees** - Trainees shall have a minimum training period of twelve months. The organisation reserves the right to extend this training period, or terminate services if the trainee's work and progress are not found satisfactory. On successful completion of the training period, the trainee's performance will be reviewed. If her/his work and progress are found satisfactory, a contract of employment will be confirmed.

2. Employment

- a. Personnel who have valid employment contracts for specific positions with SASY shall staff all positions in SASY.
- b. **Contract letters** - All staff on appointment shall be given a contract letter along with a copy of the service rules, which together constitute the terms and conditions of employment with SASY.
- c. **Medical examination** - A request may be made for medical examination of staff at the time of appointment.
- d. **Bio-data** -It shall be incumbent on every staff to furnish, in writing, her/his correct and complete bio data to the organisation for the purpose of record, and also thereafter promptly to notify, in writing, any subsequent changes in the data furnished.

3. Separation

This is applicable to all staff. This can be by expiry of contract, resignation or by termination of services. Either side may terminate appointment after giving due notice or the gross salary in lieu of notice as per the appointment letter for every year of service completed.

In all cases a full and final settlement with a relieving letter and service record will be issued after which no further claims will be considered.

- a. **On Confirmation** - This contract of employment will terminable by one month's (30 days) notice on either side or on payment of one month's (30 days) gross salary in lieu of notice for every year of service completed and either party is not bound to give any reason thereof. These terms of separation are valid except for dismissal, discharge or termination for misconduct, when you will not be entitled to any such notice or salary in lieu of notice.
- b. **Probationary period:** A staff's services are liable to be terminated by giving two weeks notice on either side or payment in lieu of notice.
- c. **Trainee-ship period:** A staff's services are liable to be terminated by giving two weeks notice on either side or payment in lieu of notice

4. Salaries

The organisation reserves the right to place an individual at a level considered appropriate and agreed with the individual. Any change in salary would normally be agreed annually at the time of the performance review, to apply from the following April. Under exceptional circumstances, a change in salary may be considered after six months in service. Please note that SASY cannot guarantee to match inflation levels, though consideration will be given to inflation when salary reviews are being conducted. **[See Annexe 2]**

- a. **Salary increments** may be given at the beginning of each financial year i.e. April. To be eligible for an increment, a person should have worked at least for a year in SASY. After staff announces their resignation, no salary increase will be given.

- b. **Salary Disbursal** - Salaries will normally be paid into the staff's account in State Bank of India, Tindivanam on the 27th of every month.
- c. **Salary Advances** are given purely at the discretion of Director who will consider each request on its merits. Repayments will be mutually agreed.
- d. **Provident Fund** - SASY will strive towards evolving Provident fund to all the staff of SASY in future and deductions as applicable will be made from the salary towards this. SASY will also contribute 12% of the salary of the staff towards provident, if its mutually agreed by Donor and makes budget provision. Presently staff are encouraged to open Recurring deposit accounts in their name in nationalised bank and sum of rupees saved according to their salary structure.
- e. **Ex-gratia / Incentive** - SASY provides Ex-gratia / incentive of a sum every completed year of (minimum 15% to maximum 25% of one month salary) service with SASY. No advance is given on Ex-gratia. This is intended to compensate for lack of perquisites for medical and extra working days.
- f. **Gratuity** - SASY has made a provision to extend gratuity to all the staff of SASY. All staff who have been in the SASY pay roll and complete a year of service eligible for gratuity sum of equivalent to one-month salary, which is included in the budget as thirteen months salary.

5. Working hours

- a. The official working hours of the organisation is 9.30 a.m. to 5.30 p.m. with a break for lunch between 1.00 p.m. and 2.00 p.m. on all weekdays, excluding public holidays. There are 13 public holidays in any given calendar year [**Annexe - 1**]
- b. All Last Saturday of every month is holiday. But if there is an emergency work, staff have to work that particular day. The director would confirm the last Saturday holiday every month according to the programme calendar.
- c. The office shall work on Monday to Saturday.
- d. The guidelines prescribed in this charter are subject to deviations on emergencies. Staff may have to be on duty on specified days including holidays. On such situations the staff can be allowed to take leave on a working day with the permission the Director.
- e. All staff will attend monthly staff meeting that will take place on last week or first week of every month.
- f. Apart from monthly meeting special meetings would be conducted to plan the special programmes whenever it is necessary.

6. Leave

Leave rules are applicable only to the confirmed staff of SASY.

All leave shall be taken in consultation with and with the approval of the Director. SASY maintains a leave record for all staff.

Leave is calculated from the financial year April to March.

- a. **Casual leave entitlement** is 13 days in a given financial year
- b. **Annual leave:** Every year annual leave is 10 days for the entire organisation, during this period office would be completely closed and some emergency arrangements will be made with one or two staff from the administration. The staff who are working during the holidays can avail ten days leave according to their need with consultation of the Director.
- c. **Medical leave entitlement** is two months in a given financial year with salary only if the person is seriously ill or bedridden. It is strictly against medical certificate. It will be examined it's genuinely if necessary.

- d. **Maternity leave entitlement** is 3 months with full salary and may be taken twice during the period of the staff's employment with SASY. Temporary staff will be appointed if required during the medical or maternity leave.
- e. **Paternity leave entitlement** is 7 days, which may be extended at the discretion of the Director, to a maximum of 14 days, with full salary and may be taken twice during the period of the staff's employment with SASY.
- f. **Study leave** will be granted to the staff maximum of 7days in year in order to encourage the higher studies. The study leave can be avail subject to submission of Exam hall ticket.
- g. Leave is a right and privilege but it should be used in proper way.
- h. Unused leave entitlements are not encashable.
- i. Under exceptional circumstances staff on probation/training would be granted leave at the discretion of the Director.

7. Attendance, Absence from work

- a. Every staff shall report for work at the assigned place of work and at the notified time. The staff will record his/her attendance in the official attendance register. A staff failing to record as above is liable to be marked absent.
- b. Administrative staff may ratify attendance of staff who are on tour, at meetings or other official duties and are therefore unable to record their attendance in the official attendance register.
- c. If a staff is absent from work for between three and five hours during working hours, s/he will be considered as having taken a half-day casual leave. If the staff is absent for longer than five hours, s/he is considered to have taken a full day's leave for that particular day. It will not be applicable to the programme staff. Programme staff if they return from more than a day of official tour they need not to follow this particular rule. At the same time they should be present on time if they are not on tour or if there is a programme or staff meeting.

8. Abandonment of service

- a. If an staff remains absent for more than 30 consecutive days without prior sanction of leave or permission, or for 8 consecutive days without any intimation, s/he shall be deemed to have abandoned the employment and her/his service shall be ipso facto stand terminated without any notice with effect from the date on which the absence commenced.
- b. If an staff remains absent beyond the period of leave originally granted or subsequently extended, s/he shall be deemed to have abandoned the employment and her/his services shall stand terminated automatically with effect from the date on which the absence commenced, unless s/he
 - i) Returns within 8 days of expiry of the leave, and
 - ii) Gives a satisfactory explanation for her/his inability to return on the expiry of the leave.
- c. A staff who is deemed to have abandoned service will forfeit all leave and other benefits that would have been accrued to her/him if s/he had remained absent with such permission. S/he shall, however be paid the salary due to her/ him for actual service rendered by her/him up to the date of such termination of his/her appointment.
- d. A staff whose services have thus been terminated may submit an application for consideration by the Director.

9. Staff review and performance appraisal

Staff review and performance appraisal in terms of work and related needs shall be done annually. The immediate superior of the staff shall conduct this and proceedings shall go in to the personnel file of the staff concerned with, the approval of the Director.

10. Official Travel

All official travel will require prior approval. Generally, the policy is to pay on the basis of 'reasonable' actual. It is suggested that all staff shall normally travel by Bus or Train in II Non AC sleeper. The food bills are to be reimbursed at actual.

When staff travels together, it is suggested that if each one of their claims is submitted separately and it should also be ensured that there is no duplication. One settlement on behalf of all staff will also be accepted.

11. Personal Details

Staff must inform SASY of any changes in their residential address, Telephone number or civil status promptly.

12. Code of conduct

- a. Every staff shall at all times be courteous, on the telephone and in correspondence. Partners, donors, superiors, co-workers, visitors and others shall be treated at all times with respect and consideration.
- b. Every staff shall maintain a high standard of work and conduct. The staff shall be loyal to the organisation and observe diligently its values, principles, rules and regulations and such modifications thereof as may be made.
- c. Every staff shall carry out the work assigned to her/him by her/his superiors conscientiously, faithfully and diligently in accordance with specific or general instructions of her/his superiors and shall maintain discipline at all times.
- d. Employees shall take proper care of the machines, tools, materials, vehicles, equipment, furniture and other properties of the organisation.
- e. Staff are not expected to undertake any assignments or activities, which are in conflict with the interests of SASY.
- f. Staff should respect the main objective of the organisation.
- g. Since organisation functions basis of the value of the transparency, all the records and reports are kept open and those materials should not be misused.

13. Loyalty to the organisation and Confidentiality

Staff are expected to maintain confidentiality with respect to all matters concerning SASY, including partners, programmes, Reports and projects. Any materials want to use out of the purview of the organisation with out prior permission of the Director is an offence and the staff can be terminated.

14. Disciplinary proceedings:

Acts of commission or omission while on duty, shall be dealt with in any one or a combination of the following:

- Oral warning
- Written warning
- Show cause notice
- Denial of increment
- Suspension
- Dismissal [**Annexe 3**]

In all matters pertaining to the above the decisions of the Director shall be binding and final. The Director for advice in such matter as deemed fit as outlined under 'Grievance redressal' will appoint a sub committee.

15. Grievance redressal:

Any staff having a complaint or grievance arising out of employment may be brought up for discussions with the Director chairing a meeting. If needed, this can then be taken to sub committee consisting of FOUR members; representing the staff; of whom two shall be women. This sub-committee may include additional members as deemed required by the four-member committee and Director.

16. Staff training and development

- a. SASY will strive to keep their staff updated with latest technologies and concepts that are applicable to their work.
- b. The management will take care of career development of the staff including promotions, transfers, and deputation etc. and plan accordingly.

17. General issues

- a. All staff are welcome to donate to the SASY Core Fund.
- b. All legal and statutory requirements like TDS etc shall be strictly followed and staff are requested to co-operate.
- c. At the start of the financial year, Staff are to give a declaration of proposed investments that are eligible for tax rebate to the Finance department.

D. Annexes

Annexe 1--SASY Holidays

The following are the list of approved holidays for SASY, and office will remain closed on these days.

- | | |
|--------------------------|---------------|
| 1) New Year's Day | 1 January |
| 2) Pongal | 14 January |
| 3) Thiruvalluvar Day | 15 January |
| 4) Uzhavar thirunal | 16 January |
| 5) Bakrit | 21 January |
| 6) Republic Day | 26 January |
| 7) Good Friday | 25 March |
| 8) Tamil New Year | 14 April |
| 9) Ambedkar Day | 14 April |
| 10) Independence Day | 15 August |
| 11) Vinayagar Chathurthi | 7 September |
| 12) Ayutha Pooja | 11 October |
| 13) Deepavali | 1 November |
| 14) Ramazan | 5 November |
| 15) Christmas day | 25th December |

These dates are normally negotiated in the staff meeting in December every year and are applicable for the year ahead.

Annexe 2 – Salary Structure

The salary structure shall be as follows and it shall be based on the levels in which the staffs are placed.

The present salary consists of basic pay, HRA, transportation allowance and other allowances that vary from staff to staff.

The increments shall be determined based on performance and also on the budget provisions but it will be ensured that there is an increment each year unless situation warrants otherwise.

Allowances

- a. **House Rent Allowance (HRA)** will be 50% of Basic salary
- b. **Travel Allowance (TA)** is Rs. 500 to 800 per month
- c. **Other Allowances** this varies from grade to grade
- d. **Ex-gratia** minimum 25% to maximum 50% of one month salary at the completion of 12 months of service with SASY.
- a. **Outstation travel expenses** - All reasonable official outstation travel expenses will be reimbursed at actual against the submission of bills for all expenses.
- b. **Books and publications** - Any book or periodical bought in connection with ones' area of work and which are reasonably priced will be reimbursed on bills produced and subject to prior approval. These books and periodicals will then be the property of SASY.

Annexe 3 - Dismissal instances

Dismissal is clearly a very serious action and it is not easy to generalise the sort of situation that would justify its being taken. The following examples are intended to provide guidance to staff on this issue, but cannot cover every possible circumstance that would lead to dismissal being proposed as an appropriate sanction.

- a. Persistent failure to perform effectively on the job for which the staff had been employed despite attempts to achieve an improvement. This includes difficulty in maintaining good working relationships with other staff.
- b. Any attempt to commit fraud against SASY, including dishonesty on official matters.
- c. Unauthorised disclosure of confidential information or the publication of information damaging to SASY's interests or work in competition to SASY.
- d. Sexual and other forms of discrimination or harassment; indecency at work; or being incapable of work because of the influence of alcohol or drugs.
- e. A criminal offence which renders the staff unsuitable to carry out their duties, or where the penalty imposed by a court of law for any offence makes it impossible or impractical to continue employment.

Employee Name:

for SASY

Signature:

Signature:

Date:

To

.....
.....
.....

Salary increment for the Year 2005 April-2006 March

Dear.....

Greetings from SASY!

This is inform you that your salary has increased for the current year from April 2005 to March 2006 as mentioned below, which was approved by Board in last meeting held on 5th April. The increment comes to the effect from 1st of April 2005.

Increment From to Rs.....

With Regards,

Yours sincerely,

[V.A. Ramesh Nathan]
Director