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***BHUTAN MEDIA FOUNDATION SERVICE RULES AND REGULATIONS***

**BHUTAN MEDIA FOUNDATION**

SERVICE RULES AND REGULATIONS

2014

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# DEFINATIONS AND SUMMARY OF ABBREVIATIONS USED

**AFD:**  Administration and Finance

**BMF:**  Bhutan Media Foundation

**Board:** Board of Directors of Bhutan Media Foundation

**Chairman:** Chairman of BMF

**DSA:** Daily Subsistence Allowance

**ED:** Executive Director of BMF

**Immediate Family Member:** An employee’s spouse, children and parents

**OS:** Operational Services Group

**Rule:**  Bhutan Media Foundation’ Service Rules and Regulations

**PS:** Professional Services Group

**RGoB:**  Royal Government of Bhutan

**Supervisor:** ED or another manager appointed to supervise an employee

**TFMR:**  Total Fixed Monthly Remuneration

**TFAR:**  Total Fixed Annual Remuneration

**TDS:**  Tax Deducted at Source

**Working Day:** A day other than Saturday or Sunday or a government holiday

# FOREWORD

Bhutan Media Foundation (BMF) has been instituted under a Royal Charter of His Majesty Jigme Khesar Namgyel Wangchuck as an independent, non-profit organization in February 2010. The foundation aims to sustain democracy by developing the Bhutanese media through transformational initiatives that promote quality journalism, advance media innovation, engage communities and foster Freedom of Expression, Information and Press. In order for BMF to deliver its purpose, BMF recognizes to have compact and efficient employees that can perform multi-faceted and flexible roles. However to guide the employees and regulate its business a professional Service Rules and Regulations is a must. It is with this in mind that the BMF Service Rules and Regulation has been revised to promote a professional work culture, to create a productive and collegial work environment where its employees become innovative, creative and enterprising. The current BMF Service Rules and Regulations 2014 is the second edition of the Service Rule since its first publication in 2012.

While revising the BMF Service Rule, the best-in-class HR practices and working culture both from within and outside the country were consulted and adapted to fit the requirements of BMF. Besides having one of most competitive salary and incentives to attract the best of talents, a performance-based pay system has been included to reward and motivate the employees. Depending on one’s performance, the individual incentives vary between 7% to 10% of the annual fixed remuneration.

BMF is an equal opportunity employer and its recruitment policy professes transparency, fairness and merit. Every BMF recruit is expected to be capable of performing the assigned task that he or she is recruited for. While there is an annual increment, there is no automatic jump to the next higher level for most positions. The only way one can move up in BMF career is through competition with both internal and, if necessary, external candidates for positions that open up. This is with the hope to promote performance-oriented culture at BMF.

Human Resource Development is a key component of the Foundation’s strategy to professionalize and develop knowledge employees. To this long-term trainings and short-term trainings will be provided so they can contribute to BMF pursuit of excellence.

Even thought the annual leave (earned and casual leave) at BMF is limited to 40 working days, employees are encouraged to take their annual leave instead of en-cashing or carrying forward to next year to keep employees refreshed or stress free, and as a result be highly productive.

In order for BMF employees to separate from service with full grace, respect and appreciation, the new Service Rule features additional separation benefits, such as separation allowance, transfer grant, etc.

Some of the other initiatives maintained in the new Service Rule are the Health and Safety, Equal Opportunities, Internet and E-mail policies. These are standard policies in most modern offices.

I am confident that such a highly positive framework contained in the Service Rule and your diligence, BMF will be able to play an integral role in fulfilling His Majesty’s gracious vision of building a vibrant and independent media that will play a positive role in transforming Bhutan into a democratic society and thereby contribute towards realizing “Gross National Happiness” for the Bhutanese people.

(Tashi Dorji)

**Chairperson** Bhutan Media Foundation

# CHAPTER 1. PRELIMINARY

Purpose

* 1. The purpose of this BMF (hereinafter referred to as ‘The Foundation’) Service Rule is to regulate its business and set the following for the employees:
     + Standards of conduct, behavior and performance;
     + Pay, benefits and allowances;
     + Working hours, working patterns, and entitlements;
     + Recruitment, training and development, performance management and reward system;
     + Procedures for dealing with disciplinary issues fairly and expeditiously, and
     + Procedures and entitlements related to employees’ separation.

Extent, commencement and applicability

* 1. This is the second edition and shall be known as the BMF Service Rules and Regulations 2014 (hereinafter referred to as the ‘Rule’). The Rule shall apply to all BMF employees with effect from the date on which the rule is endorsed by the Chief labour administrator and cannot be applied retrospectively.
  2. Any employee of the Foundation, contract or regular, recruited after the adoption of this Service Rule shall be bound by the provisions of the Rule.

Rules of constructions

* 1. In this Rule, unless the context indicates otherwise, the masculine shall include the feminine and vice versa; and singular shall include plural and vice versa.

Supersession

* 1. The Service Rule 2014 supersedes all previous rules, manuals, circulars, and orders in force at the Foundation.

Authority to amend and interpret

* 1. The Service Rule shall be amended from time to time to adapt to the needs of the Foundation’s mandate, legal or statutory requirements, to ensure that the Foundation is capable of achieving its vision, mission and objectives. The Rule shall be amended, whether in part or whole, in consultation with an employee and with the approval of the board. However, any alternations or amendment to this rule shall be further submitted for verification and endorsement by the Chief labour Administrator and any other agency that has direct bearing on the function of BMF.
  2. Where employees have queries on the interpretation of the Rule, they should in the first instance ask their immediate supervisor, who in turn may seek clarification from the Chief of Administration and Finance Division or seek further clarification from the ED. In the event of the ED not being able to clarify, the final authority of interpretation shall rest with the board in line with the Labour and Employment Act, 2007, unless referred to the court of Law and is interpreted otherwise by the court.
  3. Where necessary the ED may authorize the issue of supplementary guidance on policy and codify good practices in the application of the Rule.
  4. All revisions to the Rule shall be initiated by the AFD and shall be effective only with the approval of the board. However, any alternations or amendment to this rule shall be further submitted for verification and endorsement by the Chief labour Administrator and any other agency that has direct bearing on the function of BMF.
  5. When the approves amendments, the revised Rule (or selected sections from the Rule) shall be issued by the AFD, with each section or clause clearly marked with the effective date of revision.
  6. A schedule of amendments shall be retained in the form shown at ANNEXURE 1.1.

ANNEXURE 1.1. Service Rule Amendment Schedule:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Revision No.** | **Date of Issue** | **Summary of Amendments** | **Section and Page No** | **Date of Approval** |
| **1** |  |  |  |  |
| **2** |  |  |  |  |
| **3** |  |  |  |  |
| **4** |  |  |  |  |
| **5** |  |  |  |  |

# CHAPTER 2. ORGANIZATION STRUCTURE AND WORKING HOURS

Organizational Structure

* 1. BMF shall have a clearly defined organizational structure with the Executive Director (ED) as the executive Chief. The Board of Directors shall be the apex of authority and shall guide the ED and management on any policy matters.
  2. BMF’s structure was instituted in 2011. However, as the Foundation develops its Foundation structure may be further reorganized. The organization structure of BMF will be reviewed periodically to respond to its future needs and priorities. The Foundation structure is given in ANNEXURE 2.1.
  3. The Board of Directors, the office of Executive Director and the employees of the Foundation shall function as per the provisions laid in the Charter of the Bhutan Media Foundation and as per the Terms of Reference, which shall be reviewed from time to time to meet the needs of the organization. The Terms of Reference are given in ANNEXURE 2.2.
  4. BMF’s structure is intended to be compact with employees performing multi-faceted and flexible roles. BMF currently shall have two main divisions: Administration and Finance, and Program and Development. The AFD shall also be responsible for Human Resource and PRD shall be responsible for Fundraising and Public Relations.
  5. Each Division shall be headed by Designated Officers and concerned officers that are responsible to and report to the Executive Director.
  6. Any addition, deletion or restructuring of the organization and divisions level shall require the approval of the board.

Position Structure

* 1. BMF is divided into three groups of employees: the Professional Services (PS), Operational Services (OS) and the Daily Wage Category. The Position Structure of BMF is given in ANNEXURE 2.3.
  2. The Foundation shall have both contract and regular employees. Contract employees shall be recruited on a one-year renewable contract. However, the provision for conversion to regular employment status for PS1/PS2, and OS level shall be provided to facilitate grooming, organizational growth and continuity.
  3. Any changes in PS positions shall require the approval of the board, and any changes in the OS positions shall require the approval of the Chairman/ED.
  4. The creation of a different position must be supported by a clear written case/proposal and job description.

Staffing

* 1. BMF is evolving Foundation and, as such, the staff strength is expected to evolve to support the increasing responsibilities of the Foundation in future.
  2. Any changes in the staffing strength in PS group shall require the approval of the board, and similarly any changes in the staffing strength in OS level and below shall require the approval of the Chairman/ED.
  3. The creation of a new post must be supported by a clear written case and job description. The written case must include details of the benefit to be gained by creating a new position, and financial implications to BMF, including salary and all benefits based on the applicable employment category.
  4. BMF project staff shall not be reflected under the Foundation staffing strength.

Working hours and holidays

* 1. The normal office hours of the Foundation are Monday to Friday, between 9:00 am and 5:00 pm. However, the working hours for the winter months of November to February, shall be between 9:00 am to 4:00 pm.
  2. Employees may also be expected to work overtime of two hours per day or twelve hours per week for the proper performance of their duties. All overtime work shall be voluntary and worker must not be disciplined or punished by employer for refusal to perfume overtime work. No additional payment shall be made in respect of such additional hours worked except for employees in OS level and below, whom shall be entitled to overtime allowance.

2.17. If an employee below OS level is required to perform overtime work between the hours of 10 PM and 8 AM in the following morning besides his/her normal day shift, or during the public holidays, the employer shall pay an additional 50% of the normal rate of pay for the number of overtimes worked.

* 1. Normal lunch break is from 1:00 pm to 2:00 pm.
  2. The Foundation’s offices shall be closed during all government holidays and on Saturdays and Sundays.
  3. Female breastfeeding employees shall be allowed one hour time off for breast feeding from 12:00 to 1:00 PM on working days till her new born becomes nine months old. The age of the infant shall be ascertained through the birth certificate. However, an employee can interrupt her work every 4 hours for a period of one month immediately after the expiry of her maternity leave to nurse her child.
  4. A pregnant employee shall not be required to work between the hours of 10’o clock at night and 8 ‘o’ clock in the following morning in the following:

1. 140 days before she is due to give birth and 56 days after she has given birth to the child, or
2. At any other time if the employee produces a medical certificate showing that such work would endanger the child or the mother.
   1. All staff members are required to sign in the daily register. An employee, who is found absent from his place of work during working hours without permission or without sufficient reasons, shall be treated as absent. Habitual late coming shall be treated as misconduct and would be dealt as per the disciplinary procedure.
   2. Employees may be permitted flexibility of work hours to attend to urgent personal needs during a normal working day with the condition to make up the lost time, either by starting work earlier in the day or leaving work late. The Executive Director reserves the right to grant flexi time where appropriate.

ANNEXURE 2.1 Organizational Structure:

**CHAIRMAN OF THE BOARD OF DIRECTORS**

**EXECUTIVE DIRECTOR**

**Administration & Finance DIVISION (AFD)**

**Program AND Development Division (PDD)**

**Chief of AFD**

**Administrative & Human Resource Officer**

**Chief of PDD**

**Finance & Investment Officer**

**Office Secretary**

**Driver/Messenger**

**Program/Research Officer**

**Fundraising Officer**

**Accountant**

**BOARD OF DIRECTORS**

ANNEXURE 2.2 Terms of Reference

1. **TERMS OF REFERENCE FOR BOARD OF DIRECTORS**
2. **Board of Directors:**

The overall functioning of the Foundation shall be guided by a Board of Directors composed of seven persons, including the Chairman/Chairperson.

1. **Appointment and Composition of Directors**
2. Four members representing the media organizations, which shall be a mix of journalists and management,
3. One member representing the government from the Ministry of Information and Communications,
4. One member representing the Civil Society, and
5. Executive Director recruited through open and competitive selection
6. **Eligibility**

A candidate for the post of Director must not:

1. Have any political affiliation
2. Be an elected official at any level of government; or
3. Have conflict of interest with BMF;
4. Have been convicted of a criminal offence.
5. **Tenure of Directors**
6. The Board Directors shall serve for a term of three years.
7. No Board Director shall hold office for more than two consecutive terms.
8. **Management**
9. The Board shall have a Chair, selected by consensus from among the members, and a Member Secretary.
10. The Executive Director shall be the ex-officio Member Secretary of the Board.
11. Each Board Director shall be reviewed at the end of each term by a Special Committee and, so long as the Board of Directors (with the recommendation of the Special Committee deems appropriate) re-appoint a Director, he or she shall continue to serve for additional three years. Notwithstanding, the preceding sentence no person shall hold office for more than two consecutive terms.
12. A Board Director nominated to fill a vacancy arising from resignation, death, removal or disability shall be appointed for the unexpired term of his/her predecessor. The unexpired term for which such Director is appointed shall be done at any of the meetings (AGM, Board of Directors or Special).
13. **Duties and responsibilities**

The Board shall be responsible for the following:

1. Provide overall guidance to the Foundation.
2. Shall delegate authority to the Executive Director for the day to day management of the Foundation
3. Select the Chairman from among the Board Members
4. Appoint the Executive Director and establish the duties and powers of the Executive Director
5. Formulate and amend rules and regulations whenever necessary
6. Approve the periodic strategic plans and policies
7. Approve annual work plans, annual reports and audit reports
8. Project activities shall be approved on a half-yearly basis by the Board at the regularly scheduled Board Meetings
9. Review the extent to which the purpose of the Charter is being met and other relevant matter.
10. **Chair of the Board**

The Chair of the Board shall:

1. Preside at all meetings of the Board of Directors
2. Coordinate relations of the Foundation with donors/supporters and media organizations
3. Sign and issue all the annual or other major reports, and
4. Perform such other duties as the Board of Directors may from time to time determine.
5. **Responsibilities and Powers of the Board**
6. Provide overall guidance to the Foundation.
7. Shall delegate authority to the Director for the day to day management of the Foundation
8. Select the Chairman from among the Board Members
9. Appoint the Director and establish the duties and powers of the Director
10. Formulate and amend rules and regulations whenever necessary
11. Approve the periodic strategic plans and policies
12. Approve annual work plans, annual reports, budget and audit reports
13. Project activities shall be approved on a half-yearly basis by the Board at the regularly scheduled Board Meetings
14. Review the extent to which the purpose of the Charter is being met and other relevant matters
15. **Expertise and Skills**
16. The Board Directors are expected to bring skills, knowledge and expertise in relevant areas.
17. Board Directors maybe required from time to time, to lead or serve, on Board working parties or ad hoc committees. There is also the expectation that, unless otherwise negotiated with the Board, members will make a commitment to regularly attend Board meetings.
18. The Board will support with setting of strategic directions; address issues relating to risk management; approve major investments.
19. The Board is also responsible for reviewing performance against targets and objectives
20. The Board will support with development and monitoring policies which provide direction and boundaries for both its own and the Director’s functions.
21. In all its dealings, the Board will maintain high ethical standards and a commitment to social justice.
22. The Board will undertake an assessment of its effectiveness annually.
23. Participate in an annual evaluation of Board performance by the Performance Committee.
24. Receive and consider a report and recommendations from the Performance Committee on the results of the annual evaluation of the performance and effectiveness of the Board and BMF Team.
25. **Terms of Reference for the Executive Director**
26. **Responsible To:** Chairman of BMF Board of Directors and Board

The Executive Director of the Bhutan Media Foundation is responsible for the overall leadership and management of the BMF’s operational and administrative functions. Working under the guidance of the BMF Board, the Executive Director defines the institution’s strategic vision, and is accountable for its implementation and the results achieved.

The Executive Director maintains strong relationships with a diverse range of stakeholders that are important collaborators in the BMF’s efforts.

The Executive Director has the responsibility and accountability to set the tone for the BMF Secretariat’s internal and external interactions by exemplifying values of high ethical standards, integrity, and fairness. She/he must act in the best interests of the BMF in all contexts, and is responsible for ensuring this culture prevails across the organization’s employees and partners.

1. **Duties and Responsibilities:**

The Executive Director reports to the BMF Board. Working closely with the leadership of the BMF Board, the Executive Director’s primary responsibilities are as set out below.

**2.1 Operational Management**

* Ensure that the BMF’s organizational structure, operational policies and other business processes are sound and able effectively to deliver on the strategic objectives defined by the BMF Board;
* Exercise authority over personnel and human-resource matters and further strengthen performance management by tracking key performance indicators across the organization;
* Maintain a positive work environment that facilitates collaboration and information sharing and is conducive to attracting, retaining, and motivating diverse talent;
* Lead the Secretariat’s internal management committees as the mechanism for ensuring aligned internal leadership and implementation; and
* Effectively manage operational or financial matters to deliver on the mandate of the BMF, including by seeking additional authorities from the Board as may be needed to address risks that arise proactively and effectively.

**2.2 Financial Management**

* Present annual financial budgets for Board approval that link to operational work plans, and more routinely throughout the fiscal year, multi-year resource projections for the transparent management of resources;
* Work closely with the Chief Financial Officer to ensure the overall transparent and effective financial and administrative functionality of the BMF and its assets; and
* Oversee the management and implementation of all organizational contracts according to Foundation’s procurement systems and practices that deliver value for money and focus on the primary work of the BMF.

**2.3 Strategic Leadership and Delivery**

The Executive Director will:

* Operationalize, lead and monitor the implementation of the BMF’s Strategy, and ensure the effective implementation of program and activities to deliver on the strategic objectives;
* Represent the BMF Secretariat at the highest level, ensuring its role within the media development is well understood, through direct engagement with policy-makers and the execution of an effective strategy;
* In close collaboration with the Office of the Royal Audit Authority, ensure that there are strong fiduciary controls in place to monitor the use of BMF resources;
* Effectively manage risk in the portfolio and the Secretariat’s operations, including, but not limited to, the development of rigorous management and communications systems to ensure the implementation of and strict adherence to Board decisions and other BMF policies in a timely manner; and
* Ensure meaningful monitoring and evaluation of BMF programs and performance and the provision of accurate analysis and routine reporting on the impact and performance of the BMF to the Board.

**Partner engagement, working with the Board, and mobilizing resources**

The Executive Director is responsible for building and maintaining effective alliances as part of a coordinated response to the mandate at the country and international levels. This includes effective interactions with and responsiveness to the full range of public and private partners that are key stakeholders in building and sustaining BMF’s mandate.

**2.4 Partner engagement**

To safeguard and continually strengthen the effectiveness, reputation, and profile of the BMF, the Executive Director will work closely with the Board and its committees to:

* Build and maintain effective alliances and operational collaboration with public and private partners, such as the Media Organizations, government agencies, bilateral donors, non-governmental organizations, the business sector, civil society actors, and communities;
* Represent the BMF and its work with external stakeholders to build effective partnerships with public and private entities to support the work of the Foundation;
* Interact with governments at the highest political level to advocate for an appropriate level of national resources to be directed to media; and
* Maintain effective communications with all stakeholders.

**2.5 Mobilizing and sustaining resources**

To support the Board in its core function of mobilizing public and private sector donors to support the mission of the BMF, the Executive Director will:

* Provide strategic guidance for resource mobilization and the implementation of the BMF’s replenishment mechanism;
* Oversee and advance the development of new funding streams for the Foundation, broadening the donor base and encouraging increased investment in programs from implementing countries themselves;
* Ensure the highest level of confidence among public and private donors in the BMF operations and impact to support longer term predictable financing being contributed to the BMF; and
* Engage with other regional groups of implementing and non-implementing countries, communicating the BMF’s purpose and aiming to secure their support

**2.6 Working with the Board**

To support the Board in its strategic leadership of the organization, the Executive Director will:

* Report to the Board on the operational, administrative, and financial aspects of the BMF at each Board meeting;
* Ensure that the Board is made aware, in a timely way, of key strategic and other material operational challenges the Secretariat is encountering in the course of its work;
* Represent the management of the Secretariat at Board Meetings, and ensure effective and timely preparation and distribution of all materials in accordance with Board mandated policies and procedures; and
* Communicate Board decisions to the BMF’s staff, and other relevant stakeholders.

1. **Qualification & Competencies:**

* Minimum of a bachelor’s degree (Masters Degree preferred) preferably in business administration, public administration, finance, accounting; or a relevant combination of academic qualification and significant experience in a related field;
* Capable of fund mobilization in the national and international arena;
* Minimum of 10 years work experience in human resource management, administration, financial management, project writing, etc;
* Has strong leadership quality with ability to garner team work conflict management;
* Has analytical, good writing and essential computer skills.

**ADMINISTRATION AND FINANCE DIVISION**

1. **Terms of Reference for Chief Administration and Human Resource Officer**
2. **RESPONSIBLE TO:** Executive Director
3. **Duties and Responsibilities:**

The Administration and HR Officer (AHRO) is in-charge of Administration, Finance, Logistics and Human Resource of the Foundation and will play crucial role in ensuring the management of staff, documents, expenses, disbursement of funds and logistical arrangements and supporting the development of BMF staff, and providing HR oversight to ensure compliance with HR policies and procedures as per the BMF Service Manual.

1. **ADMINISTRATIVE FUNCTION**

* Administer the daily office operations and coordinate logistic requirements for the office.
* Supervise assigned staff, conduct timely and effective performance appraisals, provide coaching and feedback, and support staff development opportunities;
* Prepare reports on the activities of assigned staffs;
* Purchases goods and services according to the methodological norm regarding purchases within the BMF procedures;
* Arranges and maintains filling system regarding its own activity, according to the legal provisions and internal norms;
* Other administrative duties as assigned.

1. **FINANCIAL FUNCTIONS**

* The AHRO is responsible for BMF’s accounting, budgeting, assets management, financial and fiscal reporting according to the law and administrative management.
* Coordinate the relationship with internal and external auditors. Besides this relationship, all other duties/tasks of the AHRO work will be supervised by the ED.
* Carry-out disbursements and payments in relation to the Budget Plan and in coordination with the ED and BMF Staffs;
* Verify data and check finance documents for completeness, mathematical accuracy and consistency;
* Carry-out regular financial book keeping and develop expenses reports;
* Issue expenditure orders, payments of salary according to the approved budget of income and expenditures, internal regulations and legal / contractual provisions;

1. **HR FUNCTIONS**

**5.1 Recruitment & Personnel Management**

AHRO is responsible for providing all personnel management and administration for all permanent staff including but not limited to:

* Develop suitable TOR’s for all future appointments as required. Once TOR are established and approved by the Executive Director, the AHRO shall post, source, collate applications and provide initial assessment and review of all candidates, and conduct short listing of most suitable candidates for employment;
* Plan for upcoming permanent staff positions by conducting speculative recruitment and database replenishment to enable swifter appointment by BMF for internal positions at time of expansion or staff resignation;
* Career management, with the ED of all permanent staff members, administering initial contracting and administration, contract amendments, grievance and dismissal procedure documentation
* Absence Management (Holiday, Sick, and/or other leave);
* Travel management and administration of all travel related to the BMF staff;
* Personal Records management of all HR paperwork, ensuring all original personal records are updated and maintained at BMF;
* Identify training, mentoring, coaching and counseling needs of permanent staff, and work with Heads of Division to develop appropriate strategies to address HR issues;
* Any other HR related matters as directed by the ED.

**5.2 Policy & Legal**

* Maintenance of the Service Rule Book for permanent staff, ensuring all Foundation policies are maintained (incl. grievance and dismissal procedure, absence policies, etc.);
* Create and manage general business admin policies and administrative instructions as required by employees for them to understand their entitlements and Foundation rules/policies in consultation with Executive Director;
* Monitor and ensure that BMF adheres to the Bhutan Labor laws and regulations;
* Management of all Consultant & Employee Legal Contract Agreements.

**5.3 Insurance**

* Manage employees’ insurance
* Ensure newly appointed staff are immediately added to insurance policies and maintain quarterly rosters to the insurers of staff changes;
* Management of Employee Insurance claims and provide support on employee confidential matters;
* Ensuring timely payment from Underwriters, efficient payment to beneficiaries, and compassionate family/personnel management during insurance crisis.

**5.4 HR Database**

* Manage Permanent Employee’s HR database.
* Responsible for implementing the HR database for usage by the Executive Director, Heads of Division, and other authorized parties, thereafter ensuring the HR database is used efficiently, effectively and compliantly, and all users are trained to use as such.
* Perform any other duties as may be assigned

1. **Qualification & Competencies:**

* Advanced University degree (Masters Degree or equivalent) preferably in business administration, public administration, finance, accounting; or a relevant combination of academic qualification and significant experience in a related field;
* At least 12 years progressively responsible experience in human resource and administration policies, financial regulations, field operations, etc;
* Has strong leadership quality with ability to garner team work conflict management;
* Has analytical, good writing and essential computer skills.

1. **Terms of Reference for Administration and Human Resource Officer**
2. **RESPONSIBLE TO:** Executive Director and Chief Administration and Human Resource Officer
3. **Duties and Responsibilities:**

The AHRO will assist the CAHRO and will be responsible for administration, finance and human resource management. AHRO will be required to provide administrative support; prepare and manage budgets and accounts; prepare and implement the organization’s administrative and human resources policies and procedures; prepare financial records, supervise other staff as required and ensure the smooth functioning of the office. AHRO will also be responsible for development and implementation of BMF mission in supporting media development, resource mobilization, strategy planning/implementation and sharing/complementing the responsibilities of the CAHRO and fulfilling her roles during her absence. About 60% of his/her time will be spent on administration and financial management and 40% on HRD.

1. **Qualification & Competencies:**

* Minimum Bachelors Degree in management, finance/accounts or related field is required. Preference will be given to those with Masters Degree in relevant field or (would be desirable, but it is not a requirement?)
* Minimum 5 years of employment experience directly related to the job
* Excellent working knowledge of MS Office-Word, Excel, Power Point, Internet, e-mail applications and working knowledge of various computer applications including functions in accounting.
* Good interpersonal, organizational and financial management skills
* Self-motivated, ability to work proactively and independently on assigned tasks
* Ability to multi-task and coordinate complex projects.
* Fluency in English and Dzongkha
* Excellent written and oral communication skills a must.

1. **Terms of Reference for Finance Officer AND INVESTMENT OFFICER**
2. **RESPONSIBLE TO:** Executive Director and Chief Administration and Human Resource Officer
3. **Duties and Responsibilities:**

The Finance Officer is responsible for preparing financial statements, maintaining cash controls, preparing the payroll, purchasing, maintaining accounts payable and managing office operations expenses. The Finance Officer must work within the Financial Manual and Procurement Manual of BMF.

**Specific responsibilities**

**2.1 Account and Finance:**

* Maintain office account, preparation of payment/ receipt vouchers;
* Check all the invoices and get necessary approval;
* Updating the accounts regularly;
* Monthly reconciliation of bank balance and fund of the projects;
* Preparation of payroll and voucher and ensure correct deduction of Provident Fund, GIS, Salary Tax, personal expenses and advances if any;
* Maintain Personal account in proper order;
* Support on preparation of budget and periodic financial statements and report;
* Dealing communicating with financial related issues with the project partners and stakeholders;
* Timely deposits of Income Tax and other taxes and submission to the Revenue and Customs Office in prescribed form and formats.

**2.2 Fund Management:**

* Take lead role for Business Planning of the foundation which includes Business plan for the sustainability of the foundation, plan for deposit collection (From share, certificate of deposit, donor agencies etc).
* To prepare Investment Plans & Strategies for BMFs Funds;
* To devise, review & monitor the investment portfolios and advice the BMF Board on a periodic basis;
* To monitor the performance and makeup of the example portfolios and assess the requirements of change;
* Advice on Investment in Commercial undertakings for the BMF fund and without prejudice to the foregoing, the FO shall consider and make recommendations in relation to the appointment of consultant(s) - legal/financial institutions to assist the Board for analyzing various investment opportunities;
* To apprise the Board of the continued effectiveness of the investments from time to time;
* To advise & to give presentation to Board, with a view to monitoring the continued suitability of the investment strategy of the funds.

**2.3 Administration, Procurement, Inventory and logistic:**

* Procure office consumable as required;
* Support on preparing service contract;
* Support on procuring equipments and materials for organization;
* Keep up to date records of inventory (goods and services);
* Arrange travel ticket, hotel and vehicles for staff and consultants;
* Support on arranging official events;
* Supervise and coach to the subordinates for proper use of Foundation resources and finances ensuring value for money;
* Support Chief AHRO and ED in auditing and other administration and financial matters as required;
* Maintain confidentiality and back up of important documents both hard and soft copies;
* Carry out financial monitoring and report to Chief AHRO.

1. **Qualification & Competencies:**

* Minimum Bachelors in commerce or equivalent degree with accounts/finance from a recognized university with at least 8 years of experience in finance/admin/business management in non-profit organization;
* Knowledge of policies and key issues in finance/accounting like; income tax, non-profit/CSO accounting system and others;
* Good knowledge of accounts and finance, RGoB financial and taxation rules and regulation;
* Understanding of fund flow management, financial control and reporting;
* Knowledge of working with development agencies;
* Experience of managing different events;
* Good command in computer applications with software based accounting.

1. **Terms of Reference for Accountant**
2. **RESPONSIBLE TO:** Executive Director, Chief Administration and Human Resource Officer and Finance officer
3. **Duties and Responsibilities:**

The Accountant will assist the Finance Officer in preparing financial statements, maintaining cash controls, preparing the payroll, purchasing, maintaining accounts payable and managing office operations expenses. The Accountant must work within the Financial Manual and Procurement Manual of BMF and will also carry out any other work assigned by the Finance officer, CAHO and ED.

1. **Qualification & Competencies:**

* Minimum secondary education or equivalent qualification with accounts/finance from a recognized institute with at least 1 years of experience in finance/admin/business management in non-profit organization;
* Knowledge of policies and key issues in finance/accounting like; income tax, non-profit/CSO accounting system and others;
* Good knowledge of accounts and finance, RGoB financial and taxation rules and regulation;
* Understanding of fund flow management, financial control and reporting;
* Good command in computer applications with software based accounting.

1. **Terms of Reference for Office Secretary**
2. **RESPONSIBLE TO:** Executive Director and Chief Administration and Human Resource Officer
3. **Duties and Responsibilities:**

The Office Secretaryis responsible for providing effective secretarial support including front-desk service, telephone communications services, dispatch and collect mails to and from the post office; maintain register of mails dispatched; carry out reproduction, scanning and binding of office documents; assist in making payments for utilities to various service providers (electricity, telephone etc) and filing of receipts; assist in filing and shelving of documents; general reception, information services and any other task as assigned by senior staffs.

1. **Qualification & Competencies:**

* Secondary education (minimum);
* Previous work experience in secretarial service ;
* Basic computer literacy with knowledge of word and excel;
* High degree of flexibility, with the ability to work under pressure, meet deadlines and multi-task;
* Self-motivated, proactive, efficient and reliable;
* Fluency in English and Dzongkha.

1. **Terms of Reference for Driver/MESSENGER**
2. **RESPONSIBLE TO:** Executive Director and Chief Administration and Human Resource Officer
3. **Duties and Responsibilities:**

The driver is responsible for providing reliable and secure driving services by driving office vehicles for the transport of authorized personnel and delivery and collection of mail, documents and other items; ensures cost-savings through proper use of vehicle through accurate maintenance of daily vehicle logs; ensures proper day-to-day maintenance of the assigned vehicle through timely minor repairs; arrangements for major repairs, timely changes of oil, check of tires, brakes, car washing, etc; ensures availability of all the required documents/supplies including vehicle insurance, vehicle logs. She/he is also responsible for dispatch and collecting mails to and from the post office; assists in making payments for utilities to various service providers (electricity, telephone etc) and any other task as assigned by senior staffs.

1. **Qualification & Competencies:**

* Secondary education (minimum);
* Holding valid driver’s license;
* Minimum 2 years work experience as a professional driver with safe driving record; knowledge of driving rules and regulations and skills in minor vehicle repair;
* Self-motivated, proactive, efficient and reliable;
* Fluency in English or Dzongkha.

**PORGRAM AND DEVELOPMENT DIVISION**

1. **Terms of Reference for Chief Program and Development Officer**
2. **RESPONSIBLE TO:** Executive Director

CPDO   shall develop and administer planning, implementation, monitoring, evaluation and reporting of BMF programmes in accordance with the organization's mandate.

1. **Duties and Responsibilities:**

* Lead development and implementation of BMF programme planning;
* Prepare and facilitate signing of program grant agreements/ MOUs pertaining to both donors/ partners to BMF and BMF to partners/beneficiaries;
* Coordinate development of BMF's Five Year Strategic Plans in collaboration with the Executive Director and other division heads and staff;
* Develop action plans or implementation plans for BMF within the framework of the strategic plan, in collaboration with the Executive Director and other division heads and staff;
* Organize midterm and final reviews of the implementation of strategic plans;
* Develop BMF's fundraising plans in collaboration with the Executive Director, other division heads and staff and board;
* Develop, update and orient program staff to BMF project cycle management including program procedures and reporting mechanisms;
* Ensure the development and implementation of annual targets and asses Program officers and Investment officer on the achievements of the targets;
* Prepare the annual BMF calendar;
* Keep the Executive Director informed and updated on all programme matters;

1. **Specific responsibilities:**

**3.1 Development/Fundraising**

* Develop fundraising plan, prepare funding proposals and identify funding opportunities with partners and donors in collaboration with the Executive Director, other division heads and staff and board;
* Review, refine and compile proposals on a quarterly basis for approval;
* Align individual projects with the strategic plan, national, and international plans and policies;
* Works with the Executive Director and other division heads to identify potential donors and present proposals;
* Provides recommendations in negotiation of programme MOUs and agreements with donors and partners;
* Supervise the maintenance and update of the BMF website and support the application of other web-based knowledge management systems;
* Support the development of communication materials highlighting BMF’s program approaches and achievements.

**3.2 Reporting**

* Ensure project personnel meet donor / partner requirements for timely technical and financial reporting;
* Ensure appropriate reporting format, quality, and content and timely delivery of reports to donors, partners and other stakeholders;
* Ensure hard and electronic copies of reports, documents, MOUs are archived;
* Ensure communication to provide appropriate and up to date information and contribute to BMF regular publications;
* Prepare programme reports to the board.

**3.3 Monitoring and evaluation**

* Develop and update monitoring and evaluation system for BMF;
* Ensure every project/ programme has its monitoring, expenditure and evaluation plan;
* Monitor project/ programme outputs and outcomes;
* Ensure M & E for quality and timely implementation of BMF projects/ programmes;
* Conduct regular meetings to assess performances of the division.

**3.4 Capacity building of program/project staffs**

* Conduct annual performance appraisal and training needs assessment of division staff;
* Develop and recommend annual training/capacity-building plan based on programmatic priorities;
* Facilitate program coordinators and project team leaders in Project Cycle Management, project proposal writing and project report writing.

**3.5 Networking and Partnership Building**

* Establish, develop and maintain a network of contacts and good working relations with stakeholders, donors and important government partners including relevant Ministries and related line agencies;
* Organize and facilitate stakeholder meetings in collaboration with ED and other divisions;
* Foster program partnerships and collaborations with relevant agencies.

**3.6 Administration and management**

* Work closely with Administration and Finance Division on matters related to administration and finance such as budgets, development and revision of MOU and agreements with partners and beneficiaries of BMF;
* Represent the Program Division on BMF Management Team;
* Participate in BMF tender committees;
* Ensure compliance of programme/ projects to agreements, MOUs and regulations;
* Conduct review and annual assessment of the performance of Program officers and Investment Officer and appraise recommendations to the BMF Management;
* Endorse timesheets claims for researchers and part time professionals;
* Support AFD and Executive Director in recruitment of program staff;
* Verify bills, receipts, vouchers etc related to project/program related expenses;
* Perform other duties as may be required.

**4. Qualification & Competencies:**

* Advanced University degree (Masters Degree or equivalent) preferably in the fields of media, public administration, business management or other relevant social sciences;
* Has at least 12 years experience managing programmes. He/she has extensive experience managing programmes funded by a diversity of sources including: governments and aid agencies, private sector donors and individual benefactors;
* Has strong leadership quality with ability to garner team work conflict management;
* Has analytical, good writing and essential computer skills;
* Demonstrated fundraising, negotiation and conflict management skills.

1. **Terms of Reference for PROGRAM OFFICER**
2. **RESPONSIBLE TO:** Executive Director and Chief Program and Development Officer (CPDO)
3. **Duties and Responsibilities:**

The Program Officer (PO) is primarily responsible in assisting the CPDO with planning, coordination, communication and implementation of the BMF’s priorities and activities, including budgeting tasks for activities, developing/writing programs and project concepts/proposals, program management, monitor and delivery; promoting awareness of BMF; furthering partnerships with relevant counterparts. He/she will co-ordinate with funding agencies/individuals and work towards developing relationships with the BMF’s supporters and assist senior staff in developing and supporting all the other activities

1. **Qualification & Competencies:**

* Minimum of a Bachelors Degree in Media studies, social science, political science or related field;
* Strong interest in media, current affairs, politics and social issues;
* Good analytical, writing, communications and management skills;
* People-oriented with strong networking abilities;
* Previous work experience in program/project management ;
* Self-motivated, ability to work proactively with minimum supervision;
* Ability to multi-task and coordinate complex projects;
* Proficiency in computer applications (Word, Excel, internet…);
* Fluency in English and Dzongkha;
* Excellent written and oral communication skills a must.

**ANNEXURE 2.3. Position Structure**:

|  |  |  |
| --- | --- | --- |
| **Level** | **Professional Services** | **Min. Qualification and Years of Experience** |
| PS1 | Chief | Masters+15 Yrs |
| PS2 | Dy. Chief | Masters+12 Yrs |
| PS3 | Assistant Chief | Bachelors+16/Masters+12 Yrs |
| PS4 | Sr. Officer | Bachelors+12/Masters+8 Yrs |
| PS5 | Officer | Bachelors+8 Yrs |
| PS6 | Assistant Officer I | Bachelors+4 Yrs |
| PS7 | Assistant Officer II | Bachelors/1-2 years Diploma+3 Yrs |
| **Level** | **Operational Services** |  |
| OS1 | Associate | 1-2 years Diploma+2 Yrs |
| OS2 | Sr. [Office Secretary/Admin. Support/PA/Accountant/ Receptionist/Driver] | 1-2 years Diploma/XII+2 years certificate+2 Yrs |
| OS3 | Deputy [Office Secretary/Admin. Support/PA/Accountant/ Receptionist/Driver] | Class XII/Class X+2 yrs |
| OS4 | Admin. Support/PA/ Receptionist/Driver | Class X+2 yrs |
| OS5 | Assistant [Admin. Support / Receptionist/Driver] | Class X |
| **Level** | **Wage Services** |  |
| WS | Security Guard/Sweeper |  |

# CHAPTER 3. PAY AND BENEFITS

## Policy

* 1. The Foundation aims to provide employment, which offers fair and equitable remuneration in commensurate to the assigned responsibilities and expected performance. The salary policy of the Foundation is designed to:
     + Attract, motivate and retain a high-caliber workforce, and
     + Maintain a competitive remuneration structure.
  2. The Foundation’s salary policy shall be governed by:
     1. **External competitiveness:** While the Foundation shall aim to pay salaries that are competitive in the market for similar jobs due considerations shall be given to the supply and demand in the labor market.
     2. **Internal equity:** All jobs are categorized into job grades with reference to the job content and job size. The same salary range shall apply to individuals in the same job grade.
     3. **Individual profile:** Salary shall be determined commensurate with the individual employee's qualifications and experience.
     4. **Performance:** Performance results achieved and personal efforts towards consistent delivery shall be the prime factors in determining the salary progression of individual employees.
     5. **Cost efficiency:** The Foundation aims to achieve these principles at a reasonable cost and within available resources.
     6. **Economy-wide implications:** The Foundation shall be mindful of the economy-wide implications of any salary changes.

## Pay

* 1. The monthly pay of BMF employees shall consist of the Total Fixed Monthly Remuneration (TFMR), and the Performance Based Variable Pay (PBVP), which is accumulated and paid at the end of the year. The PBVP is not considered as bonus or allowance but as an integral part of the monthly pay.
  2. Total Fixed Monthly Remuneration (TFMR)
     1. The TFMR Structure of the Foundation is shown in ANNEXURE 3.1.
     2. The initial minimum basic pay shall be fixed at the minimum scale as shown in Annexure 3.1 which may include in subsequent years, annual performance increments and any other inflationary adjustments.
     3. When existing employees on contract convert their service to regular, their current TFMR shall be protected.
     4. The TFMR of the contract employees shall be negotiated between the employee and the Foundation based on the principles mentioned under section 3.2.
     5. The TFMR shall increase annually by 2.5% to take account of inflation. Increment shall be given on 1st January, which shall be prorated to the nearest month for 1) employees joining BMF offices partway through a calendar year and 2) employees who get promoted in mid-year.
     6. Annual increment shall not be granted beyond the maximum ceiling of the TFMR scale allowable for that level.
     7. In the event of separation, the increment shall be released and considered for the purpose of gratuity and other benefits if he has completed 12 months of service after the previous increment.
     8. The TFMR of contract employees will generally start at the minimum of the given remuneration scale. Negotiation of higher TFMR will require approval from the board.
  3. Performance Based Variable Pay (PBVP)
     1. The Foundation wishes to promote performance of the highest level by its employees. Accordingly, if employees perform well, they shall be eligible for PBVP as shown in ANNEXURE 3.3.
     2. Employees shall be informed towards the beginning of the year (or at their point of joining if they join partway through the year) what their general objectives are for that year. The performance plan shall be carried out at least twice a year and recorded in the Performance Planning Form.
     3. PBVP shall be prorated in case of employees who joined the Foundation part-way through the previous year.
     4. All employees including ED shall receive PBVP in accordance with PBVP payout guide given in ANNEXURE 3.3.
  4. Salary and benefits for the ED shall be governed by a different policy that shall be approved by the board.
  5. Chairman shall approve the BMF salary details based on the salary fixation principles approved by the board.

## Communication facility allowance

* 1. The ED will be entitled to communications facility allowance on an actual expense basis.
  2. The employees in the PS category for whom communications services are required outside of the office premises on a regular basis shall be approved by the Chairperson or by the Board on the recommendation of the ED. They shall be paid lump-sum amount defined in ANNEXURE 3.2 as communication facility allowances which shall include the cost of mobile phones, fixed line and internet cost.
  3. Similar services essential to be provided to employees for official activity of specific duration shall be approved by the ED. The claims for official phone calls shall be properly verified and reimbursement claimed from BMF.

## Executive allowance

* 1. Executive Director has the authority to entertain the official guest at the maximum ceiling of Nu. 50, 000 per year.

## Officiating allowance

* 1. If an employee is required to officiate in the capacity of Executive Director or a higher post above PS2 for a continuous period of not less than one month, but not exceeding six months, he shall be entitled to draw officiating allowance.
  2. An officiating allowance shall be at the rate equal to the difference between the incumbent’s current salary and the salary of the position he is assigned to officiate. Where as in case, if the person designated to officiate is below PS2 level, then he/she shall be entitled to only 15% of the pay difference.
  3. The Chairman of the Board shall approve all officiating allowances.

## Overtime allowance

* 1. Employees in OS level and below who are required to work beyond normal working hours and on holidays shall be eligible to overtime allowance.

|  |
| --- |
| The hourly rate for overtime payment shall be derived at the minimum of the worker’s normal rate of pay. A rate of overtime pay above the minimum rate can apply if agreed by workers and employer. |

This allowance shall be paid in addition to the TFMR that the employee is entitled to.

## Difficulty allowance

* 1. Employees posted in areas that are categorized as ‘difficult areas’ shall be entitled to difficulty allowance of 10% of their basic monthly salary payable on a monthly basis.
  2. Difficult areas are defined as those areas that are not accessible by road requiring a minimum of three hours walk, and lack basic amenities such as market place, health and communications facilities.

## Participation allowance

* 1. A participation allowance equal to the local wage rate but not exceeding the national wage rate prescribed by the RGoB shall be payable for participation of community members in BMF programs.

## Honorarium

* 1. The Executive Director/Chairman shall fix honorariums for special tasks required to be carried out by experts/ specialists outside of BMF such as writing a paper, making a presentation, travelling on an official meeting, etc. Maximum payable honorarium per task is Nu. 5000 (Five Thousand).

## Pay and Allowances During Training Period

* 1. An Employee deputed for training up to eighteen months (18) shall be entitled to his/her full salary.
  2. Employees proceeding for further study/training beyond eighteen (18) months duration shall be entitled to 50% of his/her salary for a maximum period of additional 6 months.

## Salary advance

* 1. All employees who have completed 6 months’ continuous service may be paid a salary advance in case of emergencies at the sole discretion of the ED up to an amount not exceeding one-month TFMR. The total amount of salary advance shall be recovered in the following three months and a second advance shall not be made unless the previous advance is cleared.

## Special advance without interest

* 1. Interest free special advances from the Foundation may be sanctioned for meeting the following expenses.
  2. Funeral of dependent, subject to production of evidence.
  3. Marriage of employee on production of Marriage Certificate.
  4. Further medical treatment on his/her own, on production of a letter from Medical Officer.
  5. In the event of accident or natural calamity affecting the employee. The Administration and Finance Division shall review the matter and apprise Management Board accordingly for final decision/approval.
  6. Employee to send one’s children for higher education (Class X and above) or pursing continuing education for oneself. The Administration department shall review the matter and apprise the management accordingly for final decision.
  7. All the above special advances, if granted by the management, shall not exceed Nu.20, 000.00 (Twenty Thousand) only in each case, and the same have to be repaid in 12 (Twelve) equal monthly installments.
  8. Only a regular employee who has put in more than three (3) years of continuous service shall be entitled for this special loan except in the case of the marriage loan.
  9. The Executive Director may sanction this advance provided that the earlier advances withdrawn by the concerned employee have been fully recovered by the foundation.

## Salary revision

* 1. The board, upon recommendation of the management may decide to revise the pay scale of the Foundation from time to time. This revision shall be intended to help in keeping the pay scale of the Foundation attractive in the market and shall also be reflective of inflation and other market conditions.

## Revocation and accountability

* 1. The salary of any employee fixed contrary to the provisions in this rule shall be regarded as irregular and hence liable to be revoked by the Foundation. The authority responsible for such lapses shall be held accountable and liable for administrative actions. Excess payment, if any, shall be recovered.

## Medical benefits

**3.34.** BMF would like to ensure that BMF employees are always well both physically and mentally. Therefore, medical benefits shall be applicable to all BMF employees as given in ANNEXURE 3.4.

## Health and Travel Insurance

* 1. BMF shall provide international health and travel insurance to all its employees travelling outside of Bhutan on official purpose at a level that will provide safe and comprehensive treatment for any emergency and subsequent evacuation to Bhutan.
  2. Insurance cover for employees on long term trainings abroad shall be covered as prescribed by the RGOB rules and regulation.

## Pool Vehicle

* 1. The Foundation shall maintain pool vehicles strictly to be used for official purpose and for official duties.
  2. Apart from official duties, the Executive Director may approve the use of pool vehicle for local transportation of sick or injured employees or their family members.
  3. Each movement of the pool vehicle should be supported by a movement order signed by the Chief of Operation or an authorised official of the Foundation.
  4. A log book for each vehicle shall be properly maintained. The official/staff using the pool vehicle shall mention purpose of movement besides verifying the distance traveled and signing the logbook on completion of duty.
  5. All pool vehicles must be parked in the office premises. This, however, shall not apply to the car allotted to the Executive Director.
  6. Only authorized driver/employee of the Foundation shall be allowed to drive the pool vehicles.
  7. In the event an office vehicle, driven around by an unauthorized driver meets an accident, he/she is liable to fully bear the repair costs involved. No amount will be adjusted from the comprehensive insurance.
  8. Enforcement and penalties:
     1. The Chief of Operation shall be responsible for effectively implementing the Pool Vehicle rules.
     2. The Foundation shall be subject to surprise checks before, during and after office hours on the usage of office vehicles may be conducted by the Chief of Operation or authorized officials.
     3. In the event of misuse of pool vehicle a fine of Nu.1, 000.00 will be levied on the driver/employee concerned.
     4. In case of major accidents due to negligence or reported violations, administrative actions such as stoppage of annual increment, withholding of promotions shall be taken against the defaulting employee or driver concerned.
     5. Any adverse report received from the Royal Bhutan Police shall be considered as lack of supervision by the authorized official and shall be recorded in his personal file, which shall be duly noted in the annual performance evaluation form.

## Deductions and recoveries

* 1. The following deductions and recoveries shall be made from an employee’s salary at the time of paying him/her the monthly salary at the end of a month:
     1. **Contribution to provident fund & pension:** Each employee shall contribute 5 percent of his salary every month to his provident fund account maintained with the Royal Insurance Corporation of Bhutan (RICBL). The Foundation shall also contribute an equivalent amount to the fund. The amount thus accumulated shall be paid to an employee upon his separation from service as per the Manual and regulations of the RGoB .
     2. **Contribution to group insurance scheme (GIS):** All the regular employees of BMF shall be insured under the Group Insurance Scheme of RICB. The insurance premium for such group insurance shall be paid by employees as follows:

|  |  |  |
| --- | --- | --- |
| Sl. No. | Level | Amount |
| 1 | Executive Director | 300.00 |
| 2 | PS1 to PS5 | 200.00 |
| 3 | PS6 and Below | 100.00 |

* + 1. **Health contribution:** A certain percentage of an employee’s salary is deducted every month as a health contribution and remitted to the RGoB as per the rules and regulation prescribed by RGoB.
    2. **Salary tax (tax deducted at source):** As per the Personal Income Tax Manual of the country, employers are required to deduct every month, tax at source as per the TDS slab prescribed by the Department of Revenue and Customs, RGoB from time to time.
    3. **Rent for Foundation provided accommodation:** If an employee has been provided with official accommodation, for which rent is to be recovered as per the terms of employment, the rent shall be recovered by deducting an appropriate amount from his/her salary.
    4. **Recovery of salary advances:** If an employee has taken any salary advance during the month or in previous months, appropriate recoveries shall be made from his/her salary.
    5. **Personal loans taken from financial institutions:** If an employee has taken a personal loan from any of the financial institutions for which his/her salary has been provided as a security, an amount equivalent to the equal monthly installment by way of loan repayment shall be recovered from his/her salary and remitted to the employee’s loan account.
    6. **Personal telephone calls:** Charges for personal telephone calls and facsimiles transmissions made from the office telephone or fax machines shall be recovered by deducting the required amount as per the bills received from the telecom service providers.
    7. **Any other recovery:** Any other recoveries shall be made by deducting the required amount from an employee’s salary as per the Manual and policy of the Foundation and/or the RGoB.

**Workers compensation**

* 1. BMF shall insure employees with RICB to ensure that all types and levels of compensations are covered by the insurance policy as per labour law.
  2. The agreed premium shall be paid by the BMF and shall not be deducted from the employee’s wage/salary.

ANNEXURE 3.1. Salary Structure:

|  |  |  |  |
| --- | --- | --- | --- |
| **Total Fixed Monthly Remuneration (TFMR)** | | | |
| **Level** | **Foundation Services** | **Minimum** | **Maximum** |
| PS1 | Chief | 40500 | 66363.97 |
| PS2 | Deputy Chief | 34500 | 56532.27 |
| PS3 | Assistant Chief | 29500 | 48339.18 |
| PS4 | Senior Officer | 24500 | 40146.10 |
| PS5 | Officer | 20500 | 33591.64 |
| PS6 | Assistant Officer I | 17500 | 28675.79 |
| PS7 | Assistant Officer II | 15500 | 25398.55 |
| **Level** | **Operational Services** |  |  |
| OS1 | Associate | 14500 | 23759.94 |
| OS2 | Sr. OS/Admin. Support/PA/Accountant | 12500 | 20482.71 |
| OS3 | Deputy [Office Secretary/Admin. Support/PA/Accountant/ Receptionist/Driver] | 10500 | 17205.47 |
| OS4 | Office Secretary/Admin. Support/PA/Accountant/ Receptionist/Driver] | 8500 | 13928.24 |
| OS5 | Assistant [Admin. Support/ Receptionist/Driver] | 6500 | 10651.01 |
| Level | **Wage Services** |  |  |
| WS | Messenger/Security Guard/Sweeper | As per RGoB minimum wage | |

ANNEXURE 3.2. Communication Facility Allowance:

|  |  |
| --- | --- |
| **Position** | **Communication Allowance** |
| **ED** | Actual Expenses |
| **PS1 to PS3** | Nu 2000 per month. |
| **PS4 to PS6** | Nu 1000 per month. |

**ANNEXURE 3.3. Guide for PBVP payout:**

**Performance Rating Guide:**

**Performance Range in % Category**

**0%** to **49.9%** Unacceptable

**50%** to **64.9%** Below satisfactory

**65%** to **79.9%** Satisfactory

**80%** to **89.9%** Commendable

**90%** to **100%** Outstanding

**PBVP payout:**

* + 1. Performance rating of 90-100% will fetch a variable payout at 10% of the TFMR for number of months of service rendered to BMF in that year;
    2. Performance rating of 80-89.9% fetches 7 % of the TFMR for number of months of service rendered to BMF in a year and less than 80% will not fetch any variable payout.

ANNEXURE 3.4. Manual on Medical Benefits

The National Guideline for Patient Referral outside Bhutan (To India) 2008 [Reference No. 15/Pt.Referral/DMS/2008/6742 dated May 9, 2008], which is approved by the Cabinet shall be applicable to BMF except for the travel entitlements, daily allowances and reimbursements for medicines purchased for treatment within Bhutan.

The following rules for travel entitlements, daily allowances and reimbursements for medicines purchased within Bhutan shall apply. Wherever there are allowances/entitlements provided by BMF, the employee shall be eligible to claim only the allowances prescribed by BMF.

**a. Treatment within Bhutan**

All regular employees and their dependents shall be expected to avail themselves of the facilities available within Bhutan, for which they shall be reimbursed the following expenses:

1. Cost of medicines and charges for injections, which may be intravenous, intramuscular or subcutaneous prescribed by the hospital. However, any expenses below Nu. 500.00 will not be reimbursed.
2. In case of hospitalization:
   * Bed charges for a Single Cabin
   * Other charges covering ordinary nursing, medical and surgical services.

**b. Treatment in India**

In addition to the guidelines of RGoB, the following rules shall apply.

1. Mode of transportation-The most direct to and fro route shall be the normal route of travel.
2. Travel by Air
   * + - All employees shall be entitled to economy class.
3. Travel by Train
   * + - All employees are entitled to first class travel or its equivalent, including sleepers where appropriate.
4. Travel by Automobile
   * + - All employees are entitled to mileage claims for travel to the port of exit and from the port of entry by other modes of travel.
       - In the case of emergency evacuation, the employees may claim the Ambulance charges.
       - In the unfortunate event of the patient’s death while undergoing treatment, BMF shall cover the cost of transportation and related expenses from the place of death to the requested location by the employee/family.

1. Daily Subsistence Allowance (DSA) and accommodation
2. The patient and escort shall be entitled to a DSA of Nu 300 per day for the first month and 50% of the amount thereafter.

1. In-patient shall be entitled to a single room or cabin.

# CHAPTER 4. RECRUITMENT, SELECTION AND APPOINTMENT

Policy

* 1. Recruit the best-qualified people and to maintain a pool of human resources according to the manpower requirement and long-term plan and policies of the Foundation.
  2. Equal opportunities of employment irrespective of their age, sex, family status, disability or religion (provided that these do not impede the abilities of the prospective employees to carry out normal job duties or affect the health and safety of fellow employees).
  3. Employment is offered only to the best-qualified applicants with reference to their merits and abilities to meet the requirements of the jobs irrespective of whether they are referrals or direct applicants.

Principle

* 1. Ensure that the recruitment, selection, and appointment of new staff in the service of the Foundation is fair, transparent, and cost effective in accordance with the general human resource need and business plan of the Foundation;
  2. Facilitate recruitment of qualified and right persons for the right job with a clear understanding of what is expected of them in terms of behaviors, duties, and commitment; and
  3. Eliminate ad-hoc decisions, thereby minimizing the risks of poor decisions being made and inappropriate candidates appointed.

Recruitment planning process

* 1. AFD in consultation with the Division Chiefs shall determine the staff strength required for a five-year period on a rolling basis.
  2. AFD shall initiate annual manpower analysis and recruitment plan as per business needs of the Foundation.
  3. All recruitments shall be conducted in accordance with annual recruitment plan and against vacant positions approved in the staffing pattern and strength of the Foundation.

Authority to recruit and make appointment to fill a vacant position

* 1. The authority to recruit, select and appoint new employees shall be as follows:

|  |  |  |
| --- | --- | --- |
| **Level** | **Position** | **Authority** |
| **EX** | Executive Director | Board |
| **PS1** | Chief | ED/Recruitment Committee |
| **PS2** | Dy. Chief |
| **PS3** | Assistant Chief |
| **PS4** | Senior Officer |
| **PS5** | Officer |
| **PS6** | Assistant Officer I |
| **PS7** | Assistant Officer II |
| **OS1** | Associate |
| **OS2** | Sr. OS/Admin. Asst./PA/Accountant |
| **OS3** | Deputy [Office Secretary/Admin. Support/PA/Accountant/ Receptionist/Driver] |
| **OS4** | Office Secretary/Admin. Support/PA/Accountant/ Receptionist/Driver] |
| **OS5** | Assistant [Admin. Support/ Receptionist/Driver] |
| **WS** | Security Guard/Sweeper | AFD Chief/ Recruitment Committee |

Eligibility

* 1. A candidate shall meet/have:
     1. Qualification and other requirements specified for the particular position;
     2. Qualified for the selection process prescribed for the position; and
     3. Attained at least 18 years of age on the date of appointment.

Disqualification for appointment

* 1. A candidate shall not be eligible for employment in the Foundation if he has been:
     1. Convicted of a criminal offence;
     2. Terminated or been compulsorily retired on disciplinary ground from the previous employments;
     3. Adjudged by a competent medical authority as mentally unsound and unable to discharge his duties;
     4. Intentionally provided false information in the application for employment;
     5. Furnished fake/forged testimonials/documents;
     6. Failed to furnish testimonies as required under the Rule, and
     7. Otherwise disqualified legitimately by the Foundation for appointment.

Recruitment Category

* 1. BMF shall recruit staff for employment under the following categories:
     1. Core Staff: Employees under this category are essential for the day to day operations and management of BMF. These employees perform services that are associated with the core office functions such as Administration & Finance, Program & Research, and Human Resource & Public Relation. Core staffs are essentially permanent staff and remunerated on the basis of the pay scale and therefore paid through BMF’s internal financing mechanism. However, in such conditions where the Foundation is not able to recruit against a vacant position and individual with highly specialized knowledge and skills may be recruited as contract employees.
     2. Project staff: This category of staff are required and employed for the purpose of carrying out specific tasks related to projects and programs and they shall be employed for the duration of the project under which they are employed. Remuneration for employees under this category may be based entirely on job market, qualifications and capabilities of the person being hired, and the project budget.
     3. Consultants: Consultants are employed and paid by the Foundation to perform time bound, specific and highly professional tasks. Their payments are predetermined in the provision.
     4. Temporary staff: This category of employees comprise of those that are employed for short term duration of not more than one year for performing non-professional tasks. Employees under this category are paid as per approved pay scale. However, allowances are payable to those that the management find it appropriate in terms of difficulty in performing the duties. Such employees may be recruited with approval of the Executive Director, who may also approve extension up-to one year.
     5. Volunteers/Interns: This category of staff are employed to perform specific tasks for the Foundation with minimal or no cost or obligation to BMF. The category includes individuals that have voluntarily offered their services as well as those that are deputed/ contracted by other volunteer agencies to BMF. Hence, no remuneration is payable by BMF except for an honorarium.

Recruitment and selection process

* 1. The Foundation is an equal opportunities employer and its recruitment policy is designed to attract and employ the finest talent available. It shall be based on transparency, fairness and merit. The recruitment and selection process shall be carried out as outlined in ANNEXURE 4.1.
  2. Recruitment may also be conducted by BMF for its projects during inception based on different set of eligibility criteria and service terms and conditions developed for such projects.

Recruitment committee

* 1. Any decision on the recruitment and selection shall be made by the Recruitment Committee.
  2. The committee shall normally consist of following members:
* ED - Chairman
* Chief of concerned Division– Member
* One Dy. Chief/Asst. Chief/Sr. Officer – Member
* Chief of AFD – Member Secretary
  1. The committee shall avail outside experts if deemed necessary. In such case, the member shall be compensated in the form of honorarium.
  2. The Chief of AFD shall be responsible for the recruitment of WS level staff.
  3. The AFD shall brief the committee members on the eligibility criteria of the position and the applicant’s resume details prior to the selection interview.
  4. The committee shall declare the conflict of interest and conduct the selection in a fair and transparent manner with highest degree of professionalism.
  5. The AFD at the conclusion of the interview shall compile the selection result and prepare a report containing the recommendation of the committee about the candidate’s suitability for the role. The committee shall be required to sign on the interview results and report.
  6. If necessary, further interviews may be administered with candidates before a final recruitment decision is made.

Internal recruitment

* 1. The Foundation may decide to conduct internal recruitment for vacant positions subject to the availability of prospective candidates from within based on standard procedures, and in the event if there are no external candidates applying for the position after going through the recruitment process.
  2. Both contract and regular employees shall apply subject to meeting eligibility criteria prescribed for the position. In addition, the candidate must have achieved minimum average performance rating of 85 points.
  3. The normal selection process shall be followed.

Rolling recruitment and Chief-hunting

* 1. If no application is received for the post announced from eligible candidates within two weeks, BMF may re-announce the post vacancy.
  2. Further, if the post remains unfilled after re-advertisement, then it shall be maintained as part of “rolling recruitment” in the BMF website for one month whereby eligible candidates can apply.
  3. BMF management shall conduct selection as and when there is eligible applicant (s) from the rolling list. The normal selection process shall be followed.
  4. If recruitment is not successful through rolling recruitment, “Chief-hunting” shall be conducted with approval from the Chairman if the requirement is urgent.
  5. Chief-hunting shall refer to the approach of finding and attracting prospective candidates with the required skills set. The process shall involve, 1) identifying the prospective employee, 2) holding discussions with the candidate, and 3) offering of job if interested. The normal selection process shall not apply during Chief hunting, but it shall be pursued only after having exhausted all other recruitment methods.
  6. AFD shall ensure that the Chief-hunting process is administered with proper due diligence and made transparent to the extent possible.

Background investigation

* 1. The AFD may contact former employer (preferably the Chief of the organization) of the candidate to confirm his/her work record and to obtain their appraisal of the performance in the previous job. Antecedence of any candidate may be crosschecked before selection/issue of appointment order.
  2. The successful candidate’s referees should ordinarily be checked before he is officially offered the job.

Appointment

* 1. After selection, successful candidates shall be issued letter of job offer and appointment order indicating the appointment date, position, level, probation period, salary structure, allowances and the place of posting.
  2. A candidate shall ordinarily be employed either on regular three-year term or an initial one-year fixed term contract, which may be renewed for an additional term of three or one years if the employee performs well and if the Foundation continues to require his/her services. He shall continue in the same position and at the same pay unless otherwise decided by the BMF management.
  3. Appointment as regular employees shall be applicable only for PS and OS positions.
  4. In case of a contract appointment, the employee shall sign a contract agreement with the ED on appointment. The contract agreement is shown in ANNEXURE 4.2.

Probation

* 1. The probationary period is an opportunity for the Foundation to assess the employee’s competence, character, aptitude, discipline and general suitability for the role.
  2. During the probation period, the Foundation shall provide induction training and an orientation program to the new recruit and equip him with information essential for the success of job;
  3. All employees shall be subject to the probationary period. Exceptions to this shall only be made with the approval of the board.
  4. A candidate selected for appointment shall be placed on probation for a period of six months.
  5. During probation an employee shall:
     1. Receive his salary, allowances and any other benefits in the normal way during the probation period;
     2. Accrue leave in the normal way;
     3. Be eligible for casual leave, earned leave, medical leave, maternity, paternity leave, and bereavement leave;
  6. The probation period shall be considered as active service for long-term study. However, it shall not be considered as active service for promotion, calculation of the gratuity, and post retirement benefit calculations, but shall count as part of contract period.
  7. An employee on probation period shall not be eligible for training.
  8. During or at the end of the probation period the Foundation may terminate employment on seven days’ written notice to the employee.
  9. Similarly, an employee may terminate his service during probation by giving seven days’ written notice to the Foundation.
  10. At the end of the probation, an employee performance shall be evaluated using the probation completion form as provided at ANNEXURE 4.3.
  11. If the employee successfully completes the probationary period he shall receive a letter confirming his regular employment.

Conversion of status of employment

* 1. An employee on regular employment in PS2 level shall be eligible to change his status to contract service, subject to qualification in the selection process prescribed for contract appointment or if the given position merits contractual employment.
  2. An employee on regular employment selected for appointment on contract shall first tender resignation from the regular employment.
  3. The employees on contract in PS1/PS2 shall be given option to convert their services to regular, and if regularization is effected, their existing TFMR shall be protected.

Contract renewal/extension

* 1. The contract shall be renewed / extended with the consent of both the employer and employee for one term only.
  2. Either party shall notify each other before two months of contract expiry time expressing the intention of the extension.
  3. On extension, the employee and the employer shall sign the contract extension form given at ANNEXURE 4.4.
  4. Performance shall be the main criterion for contract renewal and extension. The employee intending to renew/extend contract must obtain minimum 85 points of average performance rating for last three years.
  5. Contract renewal/extension of all employees shall be approved by the Chairman except for the contract of ED, which shall be approved by the board.

ANNEXURE 4.1. Recruitment and Selection Process:

**A. Vacancy announcement**

1. All vacancies shall normally be announced through the public media. Vacancies may also be advertised internally if there are potential candidates within the Foundation to fill up the position.
2. Vacancy announcements should generally contain the following information:
   * + Profile of the position including job title and level;
     + Summary of job description;
     + Minimum qualifications, experience and skills required;
     + A brief description of the selection procedure (registration, written examination, viva voce, etc.); and
     + Application deadline and document requirements.

**B. Submission and receipt of applicants**

1. The applicant must submit the following documents:
   * + BMF Employment Application Form;
     + Resume;
     + Copies of Academic transcripts, degrees and certificates;
     + Copy of Citizenship ID card;
     + Security clearance (online);
     + Medical Fitness Certificate;
     + No objection Certificate (if employed); and
     + Any other information deemed necessary at the time of announcement of the vacancy.

**C. Screening and short-listing**

* 1. The AFD shall carry out a preliminary screening of all applications and short-list the most suitable candidates for the post.

* 1. Preliminary short-listing process shall be based on the candidate’s competencies and experiences as set out in his application form and resume, vis-à-vis the skills, competencies and experience required for the role.
  2. The short-listing process may also include academic achievement (marks) and/or written examination when the number of applicants is usually large.
  3. University graduates applying at entry-level positions shall undertake BMF entry examination to be shortlisted for selection.
  4. The screening and short listing shall be conducted by the AFD with approval from the Chairman of the Recruitment Committee.
  5. Screening and short listing criteria may change from time to time.

**D. Selection process**

* 1. Candidates who successfully complete the above process shall then be contacted by the AFD to arrange an interview. Candidates shall be informed of any special requirements for the interview and its timing and location.
  2. Interview shall be the final stage of selection and marks achieved in academic and written examination (if used for short listing) shall not be carried forward to final selection.
  3. The major assessment criteria in the interview shall be based on the job responsibility that the candidate applied for.
  4. The Recruitment Committee shall conduct the interview.

**BHUTAN MEDIA FOUNDATION  
EMPLOYMENT APPLICATION FORM**

VACANCY APPLIED FOR:

PERSONAL DETAILS

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title:\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CID No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile: ­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Preferred contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Are you currently employed? Yes No

Are you available to commence employment immediately? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If not, what is your current notice period? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| **EDUCATION** | **Secondary School** | **College/University** | **Post-graduate/Professional** |
| Name of Educational  Institute |  |  |  |
| Diploma/Degree/ Certificate received |  |  |  |
| Honors received |  |  |  |
| Specialized training skills/extracurricular activities |  |  |  |

**EMPLOYMENT EXPERIENCE**

Please list your current/recent employer first.

|  |  |  |  |
| --- | --- | --- | --- |
| Employer: |  | Dates Employed |  |
| Address: |  | From: |  |
| Telephone No: |  | To: |  |
| Job Title: |  | Manager/Supervisor: |  |
| Type of Business: |  | Reason for Leaving: |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Employer: |  | Dates Employed |  |
| Address: |  | From: |  |
| Telephone No: |  | To: |  |
| Job Title: |  | Manager/Supervisor: |  |
| Type of Business: |  | Reason for Leaving: |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Employer: |  | Dates Employed |  |
| Address: |  | From: |  |
| Telephone No: |  | To: |  |
| Job Title: |  | Manager/Supervisor |  |
| Type of Business: |  | Reason for Leaving |  |

Additional pages of employment experience are attached to this application

REFEREES

Please provide contact details for two referees for your application, at least one of which must be a professional referee.

**Referee 1**

Name: Title: Position:

Relationship to Applicant:

Address:

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Home) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Mobile) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Work)

Email:

**Referee 2**

Name: Title: Position:

Relationship to Applicant:

Address:

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Home) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Mobile) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Work)

Email:

SPECIALIST SKILLS & QUALIFICATIONS

Please list any additional skills/memberships/licenses/certificates you feel support your application:

Additional pages of specialist skills & qualifications are attached to this application

**DECLARATION**

Please read carefully and sign the statement below: I understand and agree that:

* The information I have provided on this application is true and complete to the best of my knowledge. Any misrepresentation or omission of any fact in my application, resume, or any other materials, or during interviews, can justify the refusal of employment, or if employed, the termination of employment.
* Any offer of employment I may receive from BMF is contingent upon my successful completion of the Foundation’s pre-employment screening process, including BMF receiving references it considers satisfactory.
* All of my present and former employers and those individuals I have listed as references may be requested to furnish information about my employment record, including a statement of the reason for the termination of my employment, work performance, abilities and other qualities pertinent to my qualifications for employment.
* I agree to BMF keeping this application on file for the purposes of considering my current application and also in the event that future vacancies arise for which I may be suitable.

Signature:………………………………………… Date:………………

ANNEXURE 4.2. Contract of Employment

1. **Name of employer**: Bhutan Media Foundation (the “Foundation”).
2. **Name of employee**: .......................................

Date of Commencement and Service Rules

Your employment with the Foundation will begin on ....................... Your supervisor will be the ......................... or his successor from time to time (“Supervisor”).

Unless your employment ends earlier in accordance with Clause 10 of this Agreement, your employment will be for an initial fixed term of one year and will expire automatically at the end of that period without the need to give notice. However, if your performance is deemed satisfactory by the Foundation, your employment may be extended for an additional term of one year in the same position and at the same pay unless otherwise decided by the BMF management. In other words, the extension of contract shall not lead to automatic increase in your remuneration, but the board may review your negotiation for higher salary.

You are required to comply with the terms of the Foundation’s Code of Ethics and its Service Manual (the “Manual”) in force from time to time, as they apply to you. Further details about your employment can be found in the Manual. In the event of inconsistency between this Agreement and the Manual, this Agreement shall prevail.

1. **Job Title and duties**

You are employed as ....................................................................... The duties that you perform may from time to time be varied by the Foundation. You must devote all your time, attention and skill to your duties and at all times act in the best interests of the Foundation. You shall obey the instructions of your Supervisor.

1. **Probation**

The first 90 days of your employment shall be regarded as a probationary period during which either party may give seven days’ notice of termination.

1. **Place of work**

You will be employed at the Foundation’s premises at Thimphu, Bhutan. You may also be required to work at such other of the Foundation’s places of business as the Foundation may from time to time require. You may also be required to travel both within Bhutan and overseas in the performance of your duties.

1. **Pay, other benefits and deductions**

Your Total Fixed Monthly Remuneration (TFMR) is Nu.........................../-. These payments will be made in arrears in or around the last week of the month. All payments under this Agreement shall be made less those deductions required by law, such as TDS and healthcare contributions.

Details of any other allowances are contained in the Service Manual.

In addition, you will be eligible at year-end for performance based variable pay of up to 10% of your Total Fixed Annual Remuneration (TFAR) payable under Clause 7.1. Your performance will be assessed at the discretion of the Foundation.

The Foundation shall be entitled, at any time during your employment, and in any event at its end, howsoever arising, to deduct from your remuneration any monies due from you to the Foundation, for example, any outstanding salary advances.

1. **Leave**

Your leave entitlement and the rules governing how it may be taken are set out in the BMF Service Manual.

1. **Absence from work**

If you are absent due to illness, injury or some other reason you must notify your Supervisor or, if they are unavailable, another manager in the Foundation by 10 am on the first day of absence. You must keep the Foundation fully informed during your absence of the likely date of return to work and your state of health.

You may be required to resume working on a temporary basis with different duties/hours which are more suitable after serious or prolonged illness if such a job is available.

1. **Benefits From Third Parties**

Neither you nor Immediate Family Members may accept or retain any gift, payment or commission or any other benefit or favor from any third party, client, customer or supplier of the Foundation or any BMF Foundation except with the express permission of the Board.

1. **Ending of Employment**

Your contract of employment may be ended by either party giving to the other two months’ notice period (written). Either party may end the employment relationship without waiting for the end of the notice period by paying to the other a sum equal to the TFMR which you would have earned during the notice period.

The Foundation reserves the right to terminate your contract without notice or payment in lieu thereof if it has reasonable grounds to believe you are guilty of gross misconduct or gross negligence.

At the end of your employment (or earlier if requested by the Foundation), you will immediately return to the Foundation in accordance with its instructions all property belonging to the Foundation, which is in your possession or under your control.

1. **Confidentiality and intellectual property**

You shall not, other than in the proper performance of your duties, at any time either before or after the termination of your employment with the Foundation use, disclose or communicate to any person whatsoever any confidential information or trade secrets belonging to or relating to the business of the Foundation or any BMF Foundation or any of its or their customers, clients, suppliers or agents.

All inventions, records, documents, papers and other copyright protected works made or acquired by you in the course of your employment shall at all times remain the absolute property of the Foundation.

1. **Miscellaneous**

You are required at all times to maintain a suitable and appropriate standard of appearance and manner.

The Foundation reserves the right to alter any of the terms and conditions of your employment on giving reasonable notice to you of such changes.

You must not commit or bind the Foundation in any contract or transaction whatsoever unless you are specifically authorized to do so and if you purport to do so, any losses arriving from such transaction or contract will be payable by you.

In this Agreement:

“Immediate Family Member” means your children, spouse, and parents.

The construction, interpretation and performance of this Agreement are governed by Bhutanese law. The parties submit to the exclusive jurisdiction of the Bhutanese Courts. This Agreement represents the entire agreement between the parties relating to your employment and will stand in place of all previous oral or written agreements between yourself and the Foundation or any representations made to you at any time.

……………………………..................... Date: ………………………

Name and Signature (for and on behalf of Bhutan Media Foundation)

(Affix Legal Stamp)

I confirm my agreement to the terms and conditions of employment set out above.

…………………………….. Dated:………………………

Name and Signature (Affix Legal Stamp)

Citizenship ID Card No. ........................

Witness:

Name and Signature (Affix Legal Stamp): ........................................

Citizenship ID Card No. ........................

Contact No. ..............................

ANNEXURE 4.3. Probation Completion Form

|  |  |  |  |
| --- | --- | --- | --- |
| NAME: | CITIZENSHIP ID NO: | | POSITION: |
| LEVEL: | DEPARTMENT: | | |
| PROBATION START DATE:  (dd/mm/yyyy) | | PROBATION COMPLETION DATE:  (dd/mm/yyyy) | |

Note:

Please use Block Letters and date format as mentioned above.

While filling up the form, please keep it neat and clean as possible. Avoid overwriting as much as possible.

|  |  |
| --- | --- |
| Give a brief description of the duties carried out by the candidate during the Probation Period  (Please attach extra sheet if required) | |
|  | |
| Unsatisfactory Satisfactory Good Very Good Outstanding    Performance Rating | |
| Remarks: | |
| Recommendation for:  Supervisor | Executive Director |

ANNEXURE 4.4. Contract Renewal/Extension Form

1. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2. Emp. ID. No.: \_\_\_\_\_\_\_\_\_\_\_

3. Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 4. Nationality \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Date of Initial Appointment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 6. Appointment Letter No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. Present Contract Details:

a. Division: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ b. Date of Appointment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c. Position Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ d. Level: \_\_\_\_\_\_\_\_\_\_\_\_

f. TFMR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ g. Allowance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

h. Present Contract Term: from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. Contract Renewal/Extension Details:

a. Division: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ b. Extension Letter No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c. Position Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ d. Level: \_\_\_\_\_\_\_\_\_\_\_\_

e. TFMR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ f. Allowance: \_\_\_\_\_\_\_

g. Contract Term Extension: For \_\_\_\_\_\_\_ months with effect from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. Performance Ratings of past years:

Year 1: \_\_\_\_\_\_, Year 2: \_\_\_\_\_\_, Year 3: \_\_\_\_\_\_\_ (Please consider year 3 as latest)

During the contract extension period, the contract employee shall abide by the terms and conditions accepted by him at the time of initial appointment and as revised based on mutual agreement. The new contract shall be as approved by the Executive Director.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the Employee Signature of the Supervisor Signature of Chief-AFD (Affix Legal Stamp)

Extension of the contract term of the above contract employee is hereby approved for a further period of \_\_\_\_\_\_\_\_\_\_\_ months from \_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_

Place: Date : Executive Director

# CHAPTER 5. SUCCESSION PLANNING

Principle

* 1. Ensure that the right people with the right skills, knowledge and attributes are identified, groomed and placed in the right positions based on merit and as per BMF’s mandate and organization structure.
  2. Target potentially superior employees or successors, and prepare them for promotional or lateral moves, and assignments to special projects, by providing more challenging roles through development of their knowledge, skills, and abilities.
  3. Institutionalize a process to proactively manage loss of key employees, manpower requirements due to organizational redesign or expansion, and to ensure that there is a readily qualified bench strength from which key positions can be filled as and when required where there is scarcity of talent in the local market.
  4. Ensure that the key employees understand their career path and the future role that they are being developed to fill.
  5. Facilitate a planned approach for determining separation or retirement of senior employees.
  6. Foster a culture of planned internal promotion, development and career opportunities.
  7. Develop internal labor market to succeed in the higher echelon of Foundation positions.

Guideline

* 1. Based on the prevailing organization and staffing priorities, and depending on the criticality of posts, a succession planning for key positions shall be determined.
  2. Periodically the AFD will look at the availability of required talent in the local market, and as part of succession planning flexibility in recruiting more than what may be organizationally required will be considered. Adequate pool of professionals at lateral levels will be thus determined.
  3. Performance reviews to track the progress of succession initiatives will be administered on an annual basis.

Authority

* 1. Based on the long-term HR plan and the approved organization structure of BMF, the delegation of power pertaining to succession actions shall be as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Post for succession action** | **To be recommended by** | **Approving authority** |
| **1** | ED | Board/HR Committee | BMF Board |
| **2** | Chiefs | ED/HR Committee | ED/BMF Board |
| **3** | Others | AFD/HR Committee | ED |

* 1. All succession actions whether for promotion or lateral movement shall be duly assessed and administered through internal competitive process.
  2. Eligibility, selection and appointment procedures shall be as per the recruitment policy guideline.

# CHAPTER 6. PERFORMANCE MANAGEMENT

Policy

* 1. The policy on performance management system (PMS) at BMF is to promote a dynamic work culture in which employees are enabled to perform to the best of their abilities. PMS shall be strictly considered as a whole work system toward improving employee performance and sustaining effectiveness to meet the goals and objectives of BMF. PMS is expected to:
     1. Clarify and translate annual Foundation targets across the divisions and identify and assign employees their performance targets;
     2. Identify performance improvement areas across the divisions and for individual employees so that development needs are appropriately determined; and
     3. Assess, rationalize and evaluate systematic performance measures to recognize and reward annual accomplishments, and to serve as a basis for administering appropriate human resource actions.

Actions

* 1. The following actions shall be required in order to rationalize the PMS:
     1. Development of clear job description;
     2. Rationalization of performance standards, required outcomes, and measures;
     3. Identification of development needs;
     4. Facilitation of on-going coaching and feedback;
     5. Review of performance targets and achievements; and
     6. Aligning of performance results to variable incentives such as PBVP and annual bonus.

Employee performance appraisal

* 1. PMS shall apply to all BMF employees and shall be implemented through tools such as the employee performance appraisal, which will be one of the formal, structured systems of measuring and evaluating an employee’s performance.
  2. The appraisal process shall consist of two phases called performance planning/target setting phase and performance evaluation phase.
  3. Performance planning and target setting:
     1. Employee target setting shall be conducted bi-annually (January and July) and reviewed with the supervisors in July and December.
     2. Performance planning/target setting form and review form is given in ANNEXURE 6.1.
     3. It shall consist of list of activities that the employee shall target to achieve during the appraisal period.
     4. An employee’s reviewed works and targets shall be translated to the Performance Evaluation Form at year end to form the basis for employee’s performance rating.
  4. Performance evaluation:
  5. Performance evaluation and rating of employee targets shall be conducted in January of the following year.
  6. The performance evaluation form shall consist of the review of performance targets, evaluation of competencies and training and development plan. The performance evaluation form is given in ANNEXURE 6.2.
  7. The AFD shall ensure that the employee performance appraisal is completed on schedule. All employee performance appraisal documents shall be documented by the AFD.
  8. BMF shall develop a detailed PMS guideline.

ANNEXURE 6.1. PERFORMANCE PLANNING FORM

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Applicable to PS & OS Group | | | |  |  |  |  |
| Name & Position Title: .................................................  Division: .................................. | | | | | | |  |
| Review Period: ............................................. | | | | | | |  |
| PART A: PERFORMANCE PLANNING | | | | | | |  |
| Instructions: At the start of each half-year, the supervisor and the employee should discuss and develop a list of activities/responsibilities that an employee should attempt to accomplish during the appraisal period. This shall be reviewed in July and December. This form shall be compiled by the supervisor/AFD and shall serve as basis when giving the final rating of the employee. | | | | | | |  |
| Sl.# | Define Performance Targets | | | | | Supervisor's Comments |  |
|  |  | | | | |  |  |
|  |  | | | | |  |  |
|  |  | | | | |  |  |
|  |  | | | | |  |  |
|  |  | | | | |  |  |
| Attach additional papers as needed | | | | | | |  |
| PART B: CONFIRMATION OF PERFORMANCE PLAN | | | | | | |  |
| Yes | | I have discussed and understood the Performance Plans above and agree to the goals on which my performance would be evaluated during the Appraisal Period | | | | |  |
| No | | I have understood the Performance Plan as above and I do not agree to the goals on which my performance would be evaluated during the Appraisal Period. The same may be forwarded to the Reviewer for consideration and appropriate modification | | | | |  |
| Employee's Name and Signature | | |  | | | |  |
| Supervisor's Name and Signature | | |  | | | |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | PERFORMANCE REVIEW FORM | | | | | | | |
|  | Applicable to PS & OS Group | |  | | | | | |
|  | | | | | | | |  |
| Name & Position Title: .................................................Division: ..........................................   Review Period: ...................................... | | | | | | | |  |
| PART A: HALF YEARLY ACCOMPLISHMENTS | | | | | | | |  |
| Instructions: At the end of each half-year, an employee shall submit this form showing what he or she has accomplished for the half year. These forms shall be compiled by the supervisor and shall serve as reference when giving the final rating to subordinate. | | | | | | | |  |
| Sl.# | | Performance Targets | Accomplished Targets | | Remaining Targets | | Supervisor's Comments |  |
|  | |  |  | |  | |  |  |
|  | |  |  | |  | |  |  |
|  | |  |  | |  | |  |  |
|  | |  |  | |  | |  |  |
|  | |  |  | |  | |  |  |
| Attach additional papers as needed. | | | | | | | |  |
| Other Accomplishments: Additional effort(s) made in achieving goals aside from those agreed in the Planning Form | | | | | | | |  |
|  | | | | | | | |  |
| Attach additional papers as needed. | | | | | | | |  |
|  | | | | | | | |  |
| Employee's Name and Signature | | | | Date: | | Comments | |  |
|  | | | |  | |  | |  |
| Supervisor's Name and Signature | | | | Date: | | Comments | |  |
|  | | | |  | |  | |  |

ANNEXURE 6.2

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| PERFORMANCE EVALUATION FORM I | | | | | | | | | | | | | | | | | | | | |  | |
| Form Applicable to PS Group | | | | |  | |  |  |  |  | |  | |  |  | |  | | |  | |
| Name: | | | | | | Employee ID No. | | | | | | | | | | | | | | |  | |
| Designation: | | | | | | Level: | | | | |  | |  | | |  | | |  | |  | |
| Date of Joining Service: | | | | | | Appraisal Period: | | | | | | | | | | | | | | |  | |
| Name of Supervisor:  Designation: | | | | | | Name of Reviewer:  Designation: | | | | | | | | | | | | | | |  | |
| PERFORMANCE RATING GUIDE | | | | | | | | | | | | | | | | | | | | |  | |
| Sl.# | | Adjectival Rating | | Rating | | Explanation | | | | | | | | | | | | | | |  | |
| 1 | | UNACCEPTABLE | | 0.0-49.9 | | Demonstrates poor performance. Work output is consistently low, regularly fails to meet required outcomes, requires constant supervision, and shows an indifference to job responsibilities. | | | | | | | | | | | | | | |  | |
| 2 | | BELOW SATISFACTORY | | 50.0-64.9 | | Performance is below expectations. Assigned tasks maybe incomplete, requires constant supervision and guidance and requires reasonable time to correct problems. | | | | | | | | | | | | | | |  | |
| 3 | | SATISFACTORY | | 65.0-79.9 | | Meets all performance objectives and job responsibilities/ dimensions and meets normal performance standards. Problems or errors are reported and corrected promptly. | | | | | | | | | | | | | | |  | |
| 4 | | COMMENDABLE | | 80.0-89.9 | | Performance consistently above standard in meeting performance objectives. Exceeds requirements in some areas, but not consistently or not without exception. | | | | | | | | | | | | | | |  | |
| 5 | | OUTSTANDING | | 90.0-100 | | Performance consistently and clearly exceeds performance objectives and standards. Initiative and self-direction are evident. | | | | | | | | | | | | | | |  | |
| PART A: ADJECTIVAL PERFORMANCE APPRAISAL | | | | | | | | | | | | | | | | | | | | |  | |
| Give a brief description of the employees work during the appraisal period | | | | | | | | | | | | | | | | | | | | |  | |
| Include a critical incidents to back up performance ratings, if any (attach additional pages as needed) | | | | | | | | | | | | | | | | | | | | |  | |
| PART B: EVALUATE COMPETENCIES | | | | | | | | | | | | | | | | | | | | |  | |
| Sl.# | Performance Factors | | | | | | | | | | | | Score | | | Rating | | | | |  | |
| Self | | | Supervisor | |  | |
| 1 | Communication Skills | | | | | | | | | | | | 5 | | |  | | |  | |  | |
| Ability to communicate effectively in both oral and written expression and is able to listen and disseminate information effectively. This also includes the ability to follow instructions correctly. | | | | | | | | | | | |  | |
| 2 | Initiative and resourcefulness | | | | | | | | | | | | 10 | | |  | | |  | |  | |
| Ability to take appropriate action by implementing and sharing new ideas/ methods without having to be directed and is also able to anticipate needs and requirements of superiors and clients alike. | | | | | | | | | | | |  | |
| 3 | Interpersonal relations & team work | | | | | | | | | | | | 5 | | |  | | |  | |  | |
| Ability to build and maintain good working relationships with co-workers, superiors and external interfaces. Actively participates in discussions, team assignments and Foundation events. | | | | | | | | | | | |  | |
| 4 | Leaderships, Planning and Organizational Goals | | | | | | | | | | | | 10 | | |  | | |  | |  | |
| Demonstrates competence in establishing a course of action for self and others and accomplishing a specific goal. Also points to the ability to plan appropriate assignment of personnel and to allocate resources to achieve work goals. Further, it refers to the capability to establish procedures to monitor the results of work-delegated assignments and projects. | | | | | | | | | | | |  | |
| TOTAL WEIGHTS AND SCORES (Self Rating is only indicative and not taken into account in the final rating) | | | | | | | | | | | | | 30 | | |  | | |  | |  | |
| PART C: EVALUATE GOALS/TARGETS | | | | | | | | | | | | | | | | | | | | |  | |
| Employee's Comments: | | | | | | | | | | | | | | | | | | | | |  | |
| Supervisor's Comments: | | | | | | | | | | | | | | | | | | | | |  | |
| Total Score = (Max 70) | | | | | | | | | | | | | | | | | | | | |  | |
| Self Rating (Self rating is only indicative and not taken into account in the final rating) = | | | | | | | | | | | | | | | | | | | | |  | |
| Final Score by Supervisor = | | | | | | | | | | | | | | | | | | | | |  | |
| PART D: CALCULATING OVERALL PERFORMANCE RATING | | | | | | | | | | | | | | | | | | | | |  | |
| 1. Overall Competency Rating (max 30) = ......................... | | | | | | | | | | | | | | | | | | | | |  | |
| 2. Overall Work/Target Rating (max 70)= .......................... | | | | | | | | | | | | | | | | | | | | |  | |
| 3. Overall Performance Rating (1 + 2) = ................................ | | | | | | | | | | | | | | | | | | | | |  | |
| Part E: EMPLOYEE TRAINING AND DEVELOPMENT PLAN | | | | | | | | | | | | | | | | | | | | |  | |
| 1. Please specify any factors which may have impeded performance during the performance period | | | | | | | | | | | | | | | | | | | | |  | |
| Employee comments: | | | | | | | | | | | | | | | | | | | | |  | |
| Supervisor comments: | | | | | | | | | | | | | | | | | | | | |  | |
| 2. Skills that may not have been utilized during the appraisal period | | | | | | | | | | | | | | | | | | | | |  | |
| Employee comments: | | | | | | | | | | | | | | | | | | | | |  | |
| Supervisor comments: | | | | | | | | | | | | | | | | | | | | |  | |
| 3. Progress against previously identified training and development needs | | | | | | | | | | | | | | | | | | | | |  | |
| Development Area (attach additional papers as needed) | | | Progress | | Special courses/ trainings | | | | | | | | | | | | | | | |  | |
| 4. Development and training priorities for the next appraisal period | | | | | | | | | | | | | | | | | | | | |  | |
| Supervisor to fill in consultation with the employee | | | | | | | | | | | | | | | | | | | | |  | |
| Priorities  (Attach additional papers as needed) | | | Plan for achievement  (What suggestions/ steps are felt necessary to address these development priorities. E.g. on the job training, job rotation,  training and coaching) | | | | | | | | | | | | | | | | | |  | |
| PART F: CONFIRMATION OF COMPLETION OF THE PERFORMANCE APPRAISAL | | | | | | | | | | | | | | | | | | | | |  | |
| Note: By signing this form, the employee acknowledges that the supervisor discussed the performance rating. Signature does not mean agreement with the content. If employee disagrees with any contents of the Employee Performance Assessment and Development Plan, he should use the Employee comments section or file an appeal to the Management. | | | | | | | | | | | | | | | | | | | | |  | |
| Employee's Name and Signature | | | Date: | Comments | | | | | | | | | | | | | | | | |  | |
| Supervisor's Name and Signature | | | Date: | Comments | | | | | | | | | | | | | | | | |  | |
| PART G: REVIEW BY SUPERVISOR'S MANAGER | | | | | | | | | | | | | | | | | | | | |  | |
| 1. Do you agree with the assessments of this employee? | | | | | | | | Yes | | | | | | | | | | No | | |  | |
| 2. Are you satisfied with the supervisor's support of the development of this employee? | | | | | | | | Yes | | | | | | | | | | No | | |  | |
| 3. In "No" to Question 1 or 2, discuss and resolve with the Supervisor. Supervisor must review assessments or content changes with the employee. | | | | | | | | | | | | | | | | | | | | |  | |
| Name and Position of Supervisor's Manager: | | | | Signature | | | | Date | | | | | | | | | | | | |  | |
| PERFORMANCE EVALUATION FORM II   |  |  | | --- | --- | | Name: | Employee ID No. | | Designation: | Grade: | | Date of Joining Service: | Appraisal Period: | | | | | | | | | | | | | | | | | | | | | |  | |
| Form Applicable to OS Group | | | | |  | |  |  |  |  | |  | |  |  | |  | | |  | |
| Name of Supervisor:  Designation: | | | | | | Name of Reviewer:  Designation: | | | | | | | | | | | | | | |  | |
| PERFORMANCE RATING GUIDE | | | | | | | | | | | | | | | | | | | | |  | |
| Sl.# | | Adjectival Rating | | Rating | | Explanation | | | | | | | | | | | | | | |  | |
| 1 | | UNACCEPTABLE | | 0.0-49.9 | | Demonstrates poor performance. Work output is consistently low, regularly fails to meet required outcomes, requires constant supervision, and shows an indifference to job responsibilities. | | | | | | | | | | | | | | |  | |
| 2 | | BELOW SATISFACTORY | | 50.0-64.9 | | Performance is below expectations. Assigned tasks maybe incomplete, requires constant supervision and guidance and requires reasonable time to correct problems. | | | | | | | | | | | | | | |  | |
| 3 | | SATISFACTORY | | 65.0-79.9 | | Meets all performance objectives and job responsibilities/ dimensions and meets normal performance standards. Problems or errors are reported and corrected promptly. | | | | | | | | | | | | | | |  | |
| 4 | | COMMENDABLE | | 80.0-89.9 | | Performance consistently above standard in meeting performance objectives. Exceeds requirements in some areas, but not consistently or not without exception. | | | | | | | | | | | | | | |  | |
| 5 | | OUTSTANDING | | 90.0-100 | | Performance consistently and clearly exceeds performance objectives and standards. Initiative and self-direction are evident. | | | | | | | | | | | | | | |  | |
| PART A: ADJECTIVAL PERFORMANCE APPRAISAL | | | | | | | | | | | | | | | | | | | | |  | |
| Give a brief description of the employees work during the appraisal period | | | | | | | | | | | | | | | | | | | | |  | |
| Include a critical incidents to back up performance ratings, if any (attach additional pages as needed) | | | | | | | | | | | | | | | | | | | | |  | |
| PART B: EVALUATE COMPETENCIES | | | | | | | | | | | | | | | | | | | | |  | |
| Sl.# | Performance Factors | | | | | | | | | | | | Score | | | Rating | | | | |  | |
| Self | | | Supervisor | |  | |
| 1 | Record Keeping | | | | | | | | | | | | 15 | | |  | | |  | |  | |
| Keeps neat, organized and appropriate records. Maintains all necessary documentation including but not limited to work schedule, supervisor's calendar of appointments if necessary. | | | | | | | | | | | |  | |
| 2 | Resource Usage | | | | | | | | | | | | 10 | | |  | | |  | |  | |
| Conserves and efficiently uses organizational resources (e.g. supplies, technology, vehicles, etc.). Consistently accomplishes all assigned projects within budget. | | | | | | | | | | | |  | |
| 3 | Interpersonal Relations and Team Work | | | | | | | | | | | | 15 | | |  | | |  | |  | |
| Encourages a participative approach to work, fostering cooperation, dialogue and trust. Works well with others to achieve team goals. Consistently places team priorities before personal priorities. | | | | | | | | | | | |  | |
| 4 | Integrity and Trust | | | | | | | | | | | | 10 | | |  | | |  | |  | |
| Is seen as a trustful and reliable individual. Displays high standards of ethical conduct and understand the importance of being truthful in all business transaction with external and internal clients. | | | | | | | | | | | |  | |
| TOTAL WEIGHTS AND SCORES (Self Rating is only indicative and not taken into account in the final rating) | | | | | | | | | | | | | 50 | | |  | | |  | |  | |
| PART C: ACTUAL WORK PERFORMANCE | | | | | | | | | | | | | | | | | | | | |  | |
| Based on actual works performed. Performance rating must be based on quality, quantity, and timeliness of assignments completed. Please attach additional pages if required. | | | | | | | | | | | | | | | | | | | | |  | |
| Employee's Comments: | | | | | | | | | | | | | | | | | | | | |  | |
| Supervisor's Comments: | | | | | | | | | | | | | | | | | | | | |  | |
| Total Score = (Max 50) | | | | | | | | | | | | | | | | | | | | |  | |
| Self Rating (Self rating is only indicative and not taken into account in the final rating) = | | | | | | | | | | | | | | | | | | | | |  | |
| Final Score by Supervisor = | | | | | | | | | | | | | | | | | | | | |  | |
| PART D: CALCULATING OVERALL PERFORMANCE RATING | | | | | | | | | | | | | | | | | | | | |  | |
| 1. Overall Competency Rating (max 50) =......................... | | | | | | | | | | | | | | | | | | | | |  | |
| 2. Overall Work Rating (max 50) =.......................... | | | | | | | | | | | | | | | | | | | | |  | |
| 3. Overall Performance Rating (1 + 2) =................................ | | | | | | | | | | | | | | | | | | | | |  | |
| Part E: EMPLOYEE TRAINING AND DEVELOPMENT PLAN | | | | | | | | | | | | | | | | | | | | |  | |
| 1. Please specify any factors which may have impeded performance during the performance period | | | | | | | | | | | | | | | | | | | | |  | |
| Employee comments: | | | | | | | | | | | | | | | | | | | | |  | |
| Supervisor comments: | | | | | | | | | | | | | | | | | | | | |  | |
| 2. Skills that may not have been utilized during the appraisal period | | | | | | | | | | | | | | | | | | | | |  | |
| Employee comments: | | | | | | | | | | | | | | | | | | | | |  | |
| Supervisor comments: | | | | | | | | | | | | | | | | | | | | |  | |
| 3. Progress against previously identified training and development needs | | | | | | | | | | | | | | | | | | | | |  | |
| Development Area (attach additional papers as needed) | | | Progress | | Special courses/ trainings | | | | | | | | | | | | | | | |  | |
| 4. Development and training priorities for the next appraisal period | | | | | | | | | | | | | | | | | | | | |  | |
| Supervisor to fill in consultation with the employee | | | | | | | | | | | | | | | | | | | | |  | |
| Priorities  (Attach additional papers as needed) | | | Plan for achievement (What suggestions/ steps are felt necessary to address these development priorities. E.g. on the job training, job rotation, training and coaching) | | | | | | | | | | | | | | | | | |  | |
| PART F: CONFIRMATION OF COMPLETION OF THE PERFORMANCE APPRAISAL | | | | | | | | | | | | | | | | | | | | |  | |
| Note: By signing this form, the employee acknowledges that the supervisor discussed the performance rating. Signature does not mean agreement with the content. If employee disagrees with any contents of the Employee Performance Assessment and Development Plan, he should use the Employee comments section or file an appeal to the Management. | | | | | | | | | | | | | | | | | | | | |  | |
| Employee's Name and Signature | | | Date: | Comments | | | | | | | | | | | | | | | | |  | |
| Supervisor's Name and Signature | | | Date: | Comments | | | | | | | | | | | | | | | | |  | |
| PART G: REVIEW BY SUPERVISOR'S MANAGER | | | | | | | | | | | | | | | | | | | | |  | |
| 1. Do you agree with the assessments of this employee? | | | | | | | | Yes | | | | | | | | | | No | | |  | |
| 2. Are you satisfied with the supervisor's support of the development of this employee? | | | | | | | | Yes | | | | | | | | | | No | | |  | |
| 3. In "No" to Question 1 or 2, discuss and resolve with the Supervisor. Supervisor must review assessments or content changes with the employee. | | | | | | | | | | | | | | | | | | | | |  | |
| Name and Position of Supervisor's Manager: | | | | Signature | | | | Date | | | | | | | | | | | | |  | |

# CHAPTER 7. HUMAN RESOURCE DEVELOPMENT AND TRAVEL

Policy

* 1. Train BMF employees to acquire the right qualifications, skills, and knowledge to achieve organizational objectives.
  2. Enhance performance of BMF employees through effective human resource development strategies.
  3. Training or staff development is taken seriously by BMF. Besides developing staff through hands-on mentoring and coaching at the workplace, BMF is committed towards selectively provisioning both short-term and long-term staff development programs.

Objective

* 1. The overall objective of HRD and other forms of staff development is to facilitate personal and professional growth so that the concerned individuals are enabled to achieve their full potential, and in turn contribute to the performance and growth of the Foundation.

Definition

* 1. Training shall refer to an organized development activity aimed at acquiring information, skills, knowledge and/or instructions to improve staff’s performance or to formally help him/her attain a certain required level of knowledge, skills, competence, or working practices, which shall normally be evidenced through award of certificate.
  2. Business events and travels such as attendance at ceremonies, meeting, tour, consultation, negotiation, conference, delegation, seminar, workshop, institutional and reference visits, etc. shall not be considered as training or staff development program.

Long-term training

* 1. The following training shall be considered as long-term:
     1. Training duration beyond two months to a maximum of 36 months , and
     2. Formal University degree/diploma/ Master degree and other programs through full or partial BMF funding, open scholarship, or self/private funding.
  2. Eligibility:
     1. Have rendered minimum three years of service; and
     2. Minimum average performance rating of 85 points for last three consecutive years.
     3. For BMF-financed scholarships preference will be given to employees in PS3-OS2 Group.
     4. In case of self/private funding, the committee will have the authority to overrule the clause 7.8.1.
  3. Selection:
     1. All BMF Scholarships shall be announced to eligible BMF staff;
     2. Relevance of the training to employees job in BMF shall be assessed;
     3. Eligible employees shall submit training nomination form (ANNEXURE 7.1) through their supervisors;
     4. Selection shall be conducted by BMF Scholarship Committee; and
     5. Selection Criteria shall be used as per BMF Scholarship Implementation Framework.
  4. Pre-departure:
     1. Employee shall sign an undertaking with BMF (ANNEXURE 7.2).
  5. BMF employees availing long-term study shall be eligible for the following:
     1. Study leave equivalent to the duration of study;
     2. Full TFMR for first 12 months and 50% TFMR for the remaining period up to 24 months;
     3. Establishment allowance in the first month and stipend for entire study duration, and
     4. Medical insurance.
  6. An employee on training shall adhere to the following:
     1. Conduct himself at all times in a manner befitting his status and in a manner acceptable to the authority of the training Institute;
     2. Refrain from engaging in political, criminal or commercial activities and taking up additional employment;
     3. Abstain from indulging in any activity that adversely affects the institution, national sovereignty and integrity.
     4. Submit a course joining report immediately to BMF after joining the program;
     5. Submit grade/progress reports after every semester; and
     6. Not change from the training program specified in the letter of award or change the Institute/University.
  7. A candidate on completion of training shall:
     1. On successful completion of the training program, the employee shall serve employer for the following specified duration:

1. At least one year after a short term program and other long term program besides master or PhD
2. At least three years after master or PhD program.
   * 1. When study is funded by BMF (full or partial), the obligation shall apply as committed in the study bond/undertaking;
     2. Present and share knowledge/experiences gained out of the training; and
     3. Submit the joining report, training report and certificate of the course undertaken.
   1. A candidate shall pay to BMF an amount equal to two times the total expenditure incurred by BMF on pro rata basis, or as committed through the bond/undertaking when he:
      1. Fails to return to BMF on completion of the training;
      2. Discontinues his training for a reason within his control;
      3. Changes his field of study from the approved course of study to one that is not relevant to employee’s job at BMF; and
      4. Voluntarily resigns before the completion of the obligation period.

Short-term training

* 1. The following training shall be considered as short-term:
     1. Trainings not longer than two months duration; and
     2. Training duration not longer than 30 days for contract employees excluding travel duration.
     3. Formal programs through full or partial BMF funding, open scholarship, or self/private funding.
  2. Training Need Identification:
     1. During the annual performance review, each individual shall identify at least two short-term trainings to be undertaken for that year;
     2. Supervisors shall finalize the list in consultation with their staff, and submit the same to AFD; and
     3. When employees are appointed to a new role, their skills level and the duties that they are to perform will be assessed and the training/development needs shall be identified.
  3. Eligibility:
     1. 1 year of successful completion after probation to qualify for any STT outside the country. However, this restriction will not apply, for the private funding or under special case, where the need for training is essential for an employee and the foundation. In such case the Executive Director shall have the authority to approve the training.
     2. An employee shall not be eligible for more than two ex-country trainings under BMF financing in a year; and
     3. Short-term ex-training shall not be granted to contract employees in the last six months of their contract tenure unless intended by the employer and employee to renew the contract. An employee shall forfeit two months’ salary if availed training in the last six months of the contract tenure and terminate the contract.
  4. Nomination:
     1. The training proposal shall be assessed based on relevance and need of the proposed training to the employee’s job in BMF and in accordance with training need identification;
     2. The supervisors shall ensure that the knowledge and skills gained out of the trainings shall be used at BMF;
     3. The Supervisor shall prioritize the trainings and ensure that the timing of the proposed training does not conflict with important assignments in BMF; and
     4. Employees nominated for training shall submit training nomination form (ANNEXURE 7.1) through their supervisors.
  5. Approval process:
     1. All short-term trainings shall be recommended by the Supervisors, vetted by the AFD and approved by the ED.
  6. On completion of the short-term training, the employee shall:
     1. Return to work immediately;
     2. Share knowledge/experiences gained out of the training to the relevant employees; and
     3. Submit the training report and certificate of the course undertaken to the AFD.
  7. General Rule Applicable to Daily Subsistence Allowance (DSA) while on Training.

The following rule shall apply to the DSA:

* + 1. The day of travel shall be calculated from the time of commencement of the journey from the place of posting and the days shall be reckoned on the basis of night halts away from the duty stations for the purpose of calculating daily allowance;
    2. Full daily allowance shall be paid only for the first thirty days of continuous halt on duty at one particular place. After thirty days, the employee will be paid monthly stipend rates as given in ANNEXURE 7.3;
    3. An employee while on training outside Bhutan shall be paid DSA for halts in transit for 8 hours or more;
    4. DSA shall be paid for actual period of halts required for processing visa;
    5. The payment of DSA for enforced halts shall be limited to two days;
    6. No DSA or related expenses shall be paid by BMF for the duration of the training where DSA and other expenses are paid by other funding agency;
    7. Notwithstanding the clause above, an employee shall be reimbursed the visa fee on production of documentary evidence provided the same have not be paid by the funding agency;
    8. If any employee on training outside the country is provided with boarding and lodging facilities by the funding agency, or where the cost of boarding and lodging is being borne by BMF, the employee shall be entitled to 20% of the DSA;
    9. If any employee on training outside the country is provided with only lodging by the funding agency or where the cost of lodging is borne by BMF, the employee shall be entitled to 50% of the DSA; and
    10. If it is an ex-country training that an employee is approved to undertake, 100% of the estimated expenses for the training may be released prior to the commencement of the program, and 90% of the estimated expenses if it is an in-country training program. Adjustment/refund if any shall be made from the salary of the following month (after completion of the training).
    11. If it is an In-country training an employee shall be paid with DSA as given in ANNEXURE 7.3;
    12. A trainee shall be entitled to 50% of the DSA while attending training within the same place of posting provided that the place of training is at least 15 KM away from the office location. This excludes expenses pertaining to tuition fee, meals, refreshments, etc.

Travel

* 1. Travel shall be undertaken by BMF employees for attendance at ceremonies, meeting, tour, consultation, negotiation, conference, delegation, seminar, workshop, institutional and reference visits and other official purpose.
  2. Above events shall not be considered as training.
  3. An employee undertaking travel may obtain prior travel approval from their supervisors and travel forms should be filled out. No DSA shall be paid without such approval.
  4. Employee shall complete the Travel Authorization form before commencement of travel and for advance payment. The employee must complete the Travel Claim for final settlement of payment. Travel Authorization form and Travel Claim Form is given in ANNEXURE 7.4.
  5. Employees travelling outside the Dzongkhag where the normal place of work is located shall receive a DSA in accordance with ANNEXURE 7.3. Employees travelling outside Bhutan shall receive a DSA as per rates of the Ministry of Finance subject to the Manual contained herein (Section 7.28). For travel in India and third countries, DSA in accordance with ANNEXURE 7.3 shall be applicable.
  6. An employee must submit a report of travel undertaken to his Supervisor/AFD.
  7. General Rule Applicable to Daily Subsistence Allowance (DSA) while on official travel:

The following Rule shall apply to the DSA:

* + 1. The day of travel shall be calculated from the time of commencement of the journey from the place of posting and the days shall be reckoned on the basis of night halts away from the duty stations for the purpose of calculating daily allowance;
    2. Full daily allowance shall be paid only for the first thirty days of continuous halt on duty at one particular place. After thirty days, the employee shall be considered to be on temporary transfer and shall be governed by the Manual on temporary transfer;
    3. An employee while on travel outside Bhutan shall be paid DSA for halts in transit for 8 hours or more;
    4. DSA shall be paid for actual period of halts required for processing visa;
    5. The payment of DSA for enforced halts shall be limited to two days;
    6. No DSA or related expenses shall be paid by BMF for the duration of the tour where DSA and other expenses are paid by other funding agency;
    7. Notwithstanding the clause above, an employee shall be reimbursed the visa fee on production of documentary evidence provided the same have not be paid by the funding agency;
    8. If any employee travelling outside the country is provided with boarding and lodging facilities by the funding agency, or where the cost of boarding and lodging is being borne by BMF, the employee shall be entitled to 20% of the DSA;
    9. If any employee travelling outside the country is provided with only lodging by the funding agency or where the cost of lodging is borne by BMF, the employee shall be entitled to 50% of the DSA;
    10. 100% of the estimated expenses for the ex-country travel and 90% of the estimated expenses for in-country travel may be released prior to the commencement of the travel. Adjustment/refund if any shall be made from the salary of the following month (after completion of the travel).
    11. Employees travelling abroad for travel shall be given a lump sum amount for incidental expenses as given in ANNEXURE 7.3;
    12. Employees travelling abroad for business purpose and when sponsored by BMF, shall be allowed to stay in hotels and claim 50% DSA applicable for that city and actual hotel bills for accommodation. The AFD will maintain the reasonable price range for hotels in cities frequently visited by BMF employees for official purpose and wherever possible, maintain Foundation accounts with some hotels in these cities;
  1. Employees are encouraged to use personal vehicles for field trips and shall receive a Mileage Allowance in respect of such use as given in ANNEXURE 7.3. Employees shall be required to pool vehicles if travelling together.

Submission of Claim

* 1. On completion of the tour, an employee must submit his/her claims to his/her approving authority within thirty (30) days of return from the tour and the approving authority shall, after approval, forward such claims to Administrative and Finance Division for necessary payments
  2. All tour claims must be accompanied by a tour report and any other documents or deliverables that may be deemed necessary as output or records of outputs from the tour undertaken. Respective approving authority shall indicate receipt of satisfactory tour report and attest endorsement signature on the claim form.

Travel Entitlement for Non-BMF Employee

* 1. Official other than the employees of the foundation, undertaking travel to attend meetings/seminars/conference etc for the benefit of the foundation shall be entitled to the following:

1. Economy Air fare
2. Paid remuneration to meet their miscellaneous expenses not exceeding Nu.5000 per day or other approved amount for the travel to India, however, they shall be entitled to Daily Allowance for travel other than India as per the existing RGOB.
3. Appropriate surface transport (taxi, public transport) fare from airport to hotel. If a group is travelling, then the taxi fares shall be shared by the group.
4. Visa fee and airport tax on production of original receipts/documents.

ANNEXURE 7.1. Training Nomination Form

Employee Details:

a) Name :

b) Employee ID No. :

c) Position Title & Level :

d) Division/Department :

e) Date of Appointment :

Details of Training to be undertaken:

No

Yes

State if the training is as per training need identification:

Short Term or Long Term :

Course Title :

Institute, City, Country :

Course commencement date and duration :

Funding Agency :

Why is this training needed? (What specific business goal or performance problem are you trying to address?)

|  |  |
| --- | --- |
| a. |  |
| b. |  |
| c. |  |

What is the training objective? (What do you hope to achieve?) State the knowledge, skills or attitude to be acquired.

|  |  |
| --- | --- |
| a. |  |
| b. |  |
| c. |  |

What are expected results of the proposed training? (Clearly state to what extent the proposed training will contribute towards performance improvement of the department/division)

|  |  |
| --- | --- |
| a |  |
| b |  |
| c |  |

Date: (Signature of the Employee)

Recommendations of the Supervisor:

1. Give reasons for nominating the particular candidate:
2. Description of the use of this training to the BMF:

Signature of the Supervisor: Name & Designation:

Date:

Comments of the Chief-AFD: (The AFD shall attach the details of the past training undertaken by the employee in BMF)

Date: Chief-AFD

Approval of the ED:

Date: Executive Director

ANNEXURE 7.2. HRD Undertaking Form

I, Mr./Mrs./Ms. ………………………………………….. son/daughter/wife of Mr. Mrs ………………………………..hereby accept the offer of fellowship/scholarship from (mention sponsoring agency) ……………………….for studies in ……………………(mention course) in. ………………………………(mention institute/university/city/country) for a duration of ……………………………….

In this regard, I hereby undertake to:

Pursue the course and complete it within the duration specified in the letter of award No.................................................dated.........................

* Not change to another course or institute without the prior approval of the Foundation.
* Abide by all Manual and regulations of the Foundation and the institute concerned.
* Not discontinue the course and/or leave the institute prior to completion of the course, without written consent from the Foundation.
* On completion of my training/studies, return to BMF and continue in the services of the Foundation for a minimum period of ............................
* Pay to the Foundation an amount equal to ............. the expenses incurred by the Foundation while on training in case I discontinue the study for a reason other than ill health and return to BMF.
* Pay an amount equal to .......... times the expenses incurred by the Foundation while on training, in case I do not return to BMF from my study.
* Pay to the Foundation an amount equal to ........... times the expenses incurred by the Foundation while on training, in case I return to BMF but voluntarily resign from the service prior to rendering the specified duration of service. The amount to be paid to the Foundation shall be calculated on a prorated basis taking into account the period already served on return from the LTTP and the mandatory period remaining.

I, hereby confirm that I have been briefed on all Manual governing my training and I have understood them, including the implications and consequences of deviating from them.

In particular, I understand that in the case I do not adhere to any one of the above stated conditions, the guarantor and/or I shall be liable for legal action by the Foundation.

[Signature]

(Affix legal stamp)

Name: Designation:

Permanent Address:

Village: Gewog: Dzongkhag:

Citizenship ID Card No:

In the event of any failure on the part of the above named person to abide by this undertaking I, ......................................................holding citizenship ID card No. ...........................................and a resident of ..............................................................(mention village/Gewog/Dzongkhag) hereby, undertake to refund to BMF the stipulated amount or accept my liability to any other penalty as may be decided by BMF.

In the event that I do not adhere to the above, I understand that I shall be liable for legal action by BMF.

[Signature of guarantor]

(Affix legal stamp)

Name of Guarantor: Relation with the candidate:

Occupation : Contact Phone No. :

Permanent Address:

Village : Gewog : Dzongkhag :

Present Mailing Address :

Witness (employee)

Full Name : Signature:

Citizenship ID Card No.: Designation:

Mailing Address:

Contact Phone No.:

Permanent Address:

ANNEXURE 7.3. DSA and Benefits During Training and Travel

1. **Mode of Travel**
   1. Mode of travel within Bhutan shall normally be private vehicle on mileage, hired vehicle or BMF vehicle.
   2. Chairman and ED shall also be entitled to travel Economy Class by domestic air service, and their entitlements and other provisions for domestic air travel shall be matched to international air travel, if applicable.
   3. Other employees shall travel by domestic air service depending on urgency of the travel or provided that the cost is cheaper and recommended by AFD with the approval from ED.
   4. Notwithstanding the provisions above, the Chairman/ED may authorize a higher class of travel depending on the exigency of the duty.
   5. Any Board member travelling on behalf of BMF shall be eligible for similar travel allowances and DSA as the ED.
   6. While on tour in areas where there is no road communication or where vehicles do not ply, employees shall be entitled to hire riding ponies and porters as follows:

Executive Director - 1 Riding Pony Plus 3 Porters

PS1 to PS5 - 1 Riding Pony Plus 2 Porters

PS6 and below - 1 Riding Pony Plus 1 Porter

Rates of Riding Ponies and Porters shall be at par with the rate provided by RGoB.

1. **Mileage Claim**
   1. Employees shall be permitted to use their personal conveyance for official tours and travels.
   2. The mileage claims shall be paid in accordance with rate approved by the Ministry of Finance.
   3. The distance between the different places in Bhutan for the purpose of mileage claims for employee shall be as per the RSTA standards. No minimum charges or ‘halt charges’ per day shall be admissible.
   4. If an employee does not have access to a personal vehicle BMF may provide a vehicle.
2. **Consolidated DSA in Bhutan and India**
   1. BMF employees on training or official travel in Bhutan or India, the following DSA shall apply:

|  |  |  |  |
| --- | --- | --- | --- |
| Position | Bhutan | India | |
| All Places | State Capital | Other Cities |
| ED | Actual lodge for one deluxe room + Nu. 800/- or lump sum Nu. 1600/- | Actual Lodge for one deluxe room + Rs. 1,800 or lump sum Rs.4,800 | Actual lodging for one deluxe room plus DA of Rs.1, 200 or lump sum DA of RS. 3,600 |
| PS1-PS7 | Actual lodge for one standard room + Nu. 500/- or lump sum Nu. 1000/- | Actual Lodge for one standard room + Rs. 1,200 or lump sum Rs.3,600 | Actual lodging for one standard room plus DA of Rs.900 or lump sum DA of Rs. 2,400 |
| OS1-OS5 | Nu. 600/- (Travel) Nu.1000 (Training) | Rs. 3000 | Rs. 1800 |

* 1. Employees undertaking in-country training will be eligible for the DSA as stated in 3.1 for a period of 30 days or less.
  2. For training duration exceeding 30 days, the monthly stipend rates of the Ministry of Finance shall be applicable.
  3. Employees shall be entitled to 50% of the DSA while attending training within the same place of posting. This excludes expenses pertaining to tuition fee, meals, refreshments, etc.
  4. Employees traveling within Bhutan for official purpose (not training) shall normally claim the consolidated DSA. However, under special circumstances, the employee can claim actual expenses (food and accommodation) and 20% of the DSA or actual accommodation cost and 50% of the DSA if approved by the ED.
  5. Employees travelling to India for official purpose (not training) can opt to either claim actual hotel accommodation expenses plus 50% of the consolidated DSA or claim 100% consolidated DSA. Original bills must be submitted when claiming actual hotel bills and expenses.
  6. ED can claim the consolidated DSA or actual expenses (food and accommodation) and 20% of the DSA or actual accommodation cost and 50% of the DSA.

1. **DSA for Third Countries**
   1. The DSA for third countries shall be as per the prevailing rates prescribed by the Ministry of Finance of the Royal Government of Bhutan. For trainings exceeding 30 days, the monthly stipend rates of the Ministry of Finance shall be applicable.
   2. ED can claim the consolidated DSA or actual expenses (food and accommodation) and 20% of the DSA or actual accommodation cost and 50% of the DSA.
   3. Employees travelling to third countries for official purpose (not for training) can opt to either claim actual hotel accommodation expenses plus 50% of the consolidated DSA or claim 100% consolidated DSA. Original bills must be submitted when claiming actual hotel bills.
2. **Hotel Entitlements**

The hotel entitlement for employees while on official travel is given below:

|  |  |
| --- | --- |
| **POSITION** | **HOTEL** |
| ED-PS1 | Three Star Hotels |
| PS2-PS4 | Two Star Hotels |
| All other employees | Standard Hotels |

The hotel entitlement shall be approved by ED.

1. **Incidental Expenditure**
   1. The ED can claim reimbursement for incidental expenses such as taxi fare to hotel from airport and return to airport from hotel, airport tax, visa fee, business related vehicle hiring, business related communication expenses and business related entertainment or the ED can claim lump-sum incidental given below.

The following lump sum amount shall be applicable to meet incidental expenses other than visa fees:

a. India- Lump sum of Nu. 1000

b. Outside India- Lump sum of USD 50

* 1. The lump sum amount as given above to cover incidental expenses shall be payable for every stopover requiring a night halt in a city other than a city in Bhutan, regardless of duration.
  2. Employees travelling outside of Bhutan on official duty shall be paid incidental expenses such as hospitality and entertainment only on special cases with prior approval of the ED/Chairman.
  3. In times of emergency, the ED may authorize an employee to travel on actual cost i.e. expenses of three meals and hotel room rents to be made only upon submission of the claim along with the authentic bills/ receipts. As the allowance is meant for meeting all living and travel expenses of the concerned employee, no items of personal nature shall be allowed while settling hotel bills.

ANNEXURE 7.4. TRAVEL AUTHORIZATION & CLAIM FORM

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| NAME: |  | | | | |  | DIVISION: | |  | | | |  | |
| DESIGNATION: |  | | | | |  | Date: | | |  |  | |  | |
| Date | Place | | | | | Time | | | Mode of Travel | | | | Remarks/ Purpose of Travel | |
| From | | To | | | Dep. | | Arr. |  | | | |
|  |  | |  | | |  | |  |  | | | |  | |
|  |  | |  | | |  | |  |  | | | |
|  |  | |  | | |  | |  |  | | | |
| Estimated Traveling Expenses: Advance Required: | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | |
| Employee's  Signature | | | | | Supervisor's  Signature | | | | |  | |  | | Sanctioning Authority |
|  | |  | | Name & Designation | | | | | |  | |  | | Name & Designation |
| Note: 1. This travel authorization must be obtained prior to proceeding on tour.  2. Copy of this travel authorization must be submitted to accounts for obtaining advance. | | | | | | | | | | | | | | |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **TRAVEL CLAIM FORM** | | | | | | | | | |  |
| Name: Division: Designation: | | | | | | | | | | |
| Level: Travel authorization: Travel authorization Date: | | | | | | | | | | |
| Date | Place | | Time | | Daily Allowance Nu. | Mileage Nu. | Bus/Train/Airfare Nu. | Actual Expenses | Total | Remarks. |
|  | From | To | Departure | Arrival |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
| Advance Taken | | | : Nu. |  |  |  |  |  |  |  |
| Amount Claimed/refunded | | | : Nu. |  |  | | | | | |
| I hereby certify that the travel was performed by me for official purpose and the claims are genuine.  Date: Signature of Employee: | | | | | | | | | | |
| I hereby certify that the travel was authorized by me for official purpose and the claims appear genuine and reasonable.  Date: Signature of Supervisor: Signature of Sanctioning Authority: | | | | | | | | | |  |

# CHAPTER 8. PROMOTION

Policy

* 1. To provide career advancement opportunities to retain competent employees.
  2. To reward and recognize outstanding performance.

General criteria

* 1. Promotion shall:
     1. Entail a higher degree of responsibility and shall require greater knowledge, skills and ability;
     2. Not be claimed as a matter of right; and
  2. Employee applying for promotion shall be required to meet the minimum qualification requirement.
  3. Promotion shall be based on the performance, capability and availability of vacancy.
  4. Long-term study duration of up to 12 months shall be counted as active service for promotion.
  5. Leave without pay shall not be counted as active service for promotion.
  6. Promotion shall apply only to regular employees in PS and OS levels, and not to contract employees.

Promotion category

* 1. Normal Promotion:
     1. Required to complete a minimum of four years of active service in the current position excluding probation period;
     2. Minimum “Commendable” performance with average rating not less than 85 points for the last three years.
  2. Meritorious/Fast track promotion:
     1. Meritorious promotion shall be granted to outstanding performers;
     2. Required to complete minimum three years of active service in the current position; and
     3. Require “Outstanding” performance with average ratings not less than 90 points for the last three years.
  3. Approval:
     1. The promotion shall be vetted by the Supervisor/AFD, recommended by the Promotion Committee and approved by the Chairman/ED.
  4. Promotion Committee:
     1. There shall be a promotion committee (PC) to decide promotion cases of its employees.
     2. The ED, who shall be the Chairman of the PC, shall decide on the number of members on the PC. The AFD Chief shall serve as the Member Secretary of the committee.
     3. The respective Chiefs of divisions will attend the PC when promotion of staff pertaining to their particular division is being considered.
     4. In case of meritorious promotion, the Chairman shall approve the promotion upon recommendation by the PC.
  5. Promotion Schedule:
     1. Promotion shall normally be approved with effect from 1st January or 1st July.
     2. Schedule:

|  |  |  |
| --- | --- | --- |
| **Activity** | **Cycle** | |
| 1st January cases | 1st July cases |
| **AFD to circulate the list of employees due for promotion.** | First week of October | First week of April |
| **Chiefs of Departments/Divisions to submit the employee list along with any other special cases to AFD with comments and justifications.** | Last week of November | Last week of May |
| **AFD to circulate the final list of officials due for promotion to PC along with complete details.** | Second week of December | Second week of June |
| **Convene PC meeting and issuance of promotion order based on decisions of the PC.** | First week of January | First week of July |
| **Pay fixation by AFD & Accounts Unit** | Within the second week of January | Within the second week of July |

* 1. Documents required for promotion:
     1. Promotion form (ANNEXURE 8.1); and
     2. Performance appraisal form for last three years.
  2. While there is no promotion for regular employees in PS1 and OS1 there shall be lateral growth in salary within the TFMR scale provided that employees meet the conditions under normal promotion.

ANNEXURE 8.1. PROMOTION FORM

**BHUTAN MEDIA FOUNDATION**

Promotion Form

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name: …………………………………… Employee ID No. …..…...………… Sex: | | | | | | | | | | M | F |
|  |  |
| Date of birth: | | D | | M | Y | Nationality: | | | | | |
|  | |  |  |
| Citizenship ID Card No……………………………………….. | | | | | | | | | | | |
| Name of School/  College/Training Institute | Location and Country | | Field of Study/Subjects | | | | Duration | | Degree/ Diploma/ Certificate obtained | | |
| Start Date | End Date |
|  |  | |  | | | |  |  |  | | |
|  |  | |  | | | |  |  |  | | |
|  |  | |  | | | |  |  |  | | |
|  |  | |  | | | |  |  |  | | |
|  |  | |  | | | |  |  |  | | |
| INITIAL APPOINTMENT INFORMATION: | | | | | | | | | | | |
| Appointment Date: ………………………….  Position Title: ……………………………… Level: ……………...  Service Type: ..........................  PRESENT JOB INFORMATION:  Position Title: ……………………………… Level: ……………..  Service Type: ................................  LAST PROMOTION DETAILS (IF ANY):  Date of last promotion: ………………………  Designation: ……………………………… Level: ……………... | | | | | | | | | | | |

|  |  |  |
| --- | --- | --- |
| PERFORMANCE APPRAISAL REPORT – Ratings for the past years: copies of performance plan and appraisal reports should be attached (To be completed by AFD and the Supervisor) | | |
| Year | Final Performance Score | Remarks of the Supervisor |
|  |  |  |
|  |  |  |
|  |  |  |
| PROMOTON RECOMMENDED TO: (To be completed by AFD)  Position Title: …………………………………… Level: ……………………………………  Service Type: .................................. Effective Date:…………………………..    .  b. Qualification requirement..  c. | | |
| Recommendation by Supervisor:  (Signature) Name & Designation:  Date: (Official Seal) | | |
| Information verified by Chief of AFD:  (Signature) Name:  Date: (Official Seal) | | |
| Recommendation/ Approval by Executive Director:  (Signature) Name:  Date: (Official Seal) | | |
| Approval by Chairman of BMF Board of Directors:  (Signature) Name:  Date: (Official Seal) | | |

# CHAPTER 9. LEAVE

Policy

* 1. The objectives of providing leave benefits by the Foundation are to release its employees from the pressure of work and to provide them time-off under circumstances such as sickness, urgent personal affairs, pregnancy and bereavement.
  2. In order to ensure that employees have a reasonable period of rest and recreation following each year of employment, and to see that the Foundation operates at maximum efficiency and optimum level of performance, employees are encouraged to take leave that is accrued to them each year.
  3. Application for leave is subject to the approval of the Foundation and must be supported by relevant documents proving the eligibility of the employee to the satisfaction of the Foundation.
  4. The Chief of department and division Chief shall arrange replacement to carry out the work of the employee on leave and such staffing issues must be seen as part of regular workforce planning and capacity building.

General leave rule

* 1. The Foundation’s leave year follows the calendar year.
  2. Except in the case of sudden illness or unforeseen circumstances, no employee shall remain absent from neither duty nor leave workstation without prior permission from the immediate superior.
  3. Generally, each individual employee, at the beginning of the fiscal year, shall plan his/her leave program in consultation with his/her supervisor, who in turn shall maintain the record of such leave programs in respect of all staff working under his control. The concerned employee shall obtain approval of the competent authority well in advance.
  4. Application for leave must be made on the prescribed leave request form as per the Leave Request Form (ANNEXURE 9.1) well in advance. In the case of emergency, when an employee fails to complete the leave request form, the same shall be completed as soon as possible.
  5. Submission of leave request form by an employee does not imply that the leave is sanctioned, until approved by the competent authority.
  6. No leave shall be sanctioned beyond the date of service contract or beyond the superannuation age.
  7. All form of leave can be combined except EOL. If an employee’s leave duration exceeds the leave available in his leave account, the entire period of leave shall be treated as EOL.
  8. Leave account records for all leave of employee shall be maintained.
  9. An employee may be recalled to resume duty due to business exigency of the Foundation. Under such circumstances, the entire leave period already availed by an employee shall be treated as on duty, and employee shall be entitled to TA/DA as admissible under this rule;
  10. The controlling officer before recalling an employee shall seek the approval from the ED.

Categories of leave

* 1. Casual leave:
     1. Granted to all employees for short periods on account of illness or urgent personal affairs. Employees are entitled to a maximum of 10 days’ casual leave during a calendar year;
     2. Casual leave not availed at the end of a calendar year shall not be carried forward to the following year but it shall be credited to the earned leave account;
     3. Allowed to be availed by prefixing, sandwiching and suffixing government holidays including weekly off-days viz. Saturdays and Sundays;
     4. Granted for half days if appropriate;
     5. Pro-rated in respect of employees who join or leave the Foundation part way through a calendar year – e.g. employees who join the Foundation half-way through a calendar year shall be entitled to 5 days’ casual leave; and
     6. Employees should give their supervisors as much notice as is possible if they intend to take casual leave to take care of urgent personal affairs. Where an employee takes casual leave as a result of unexpected illness he must notify his supervisor (or if he is unavailable, another manager) by 10 am on the first day of absence. He must keep the Foundation fully informed during his absence of the likely date of return to work and his state of health.
  2. Earned leave:
     1. An employee shall be eligible for 2.5 working days of leave for every completed month of service;
     2. Earned leave shall be accumulated ~~only~~ to a maximum period of three years ~~sixty (60) days~~
     3. Government holidays and weekly off days (Saturday and Sundays) within the period of the earned leave sanctioned to an employee shall not be counted as earned leave.
     4. As much as possible earned leave must be planned. Employees must submit their request for earned leave to their Supervisor with as much notice as possible but not less than two weeks of advance notice. BMF shall do its best to accommodate employees’ requests for earned leave but reserves the right to refuse a request or require an employee to postpone earned leave if it is in the interests of BMF;
     5. An employee joining BMF shall avail Annual leave on a pro rata basis based on the number of days of service completed before the end of the calendar year;
     6. An employee shall accrue annual leave during all types of leave except during study leave and extraordinary leave and during medical leave for period exceeding six months.
     7. An employee returning to work in fewer days than the earned leave sanction shall be allowed to re-adjust the unused portion of the earned leave upon submitting his/ her joining report.
  3. Study leave
     1. Study leave shall be granted to a regular employee to enable him to pursue a formal course of study/training relevant and useful to his present or future job in the Foundation;
     2. An employee should have completed a minimum of 3 (three) years of service to be eligible for study leave irrespective of source of funding;
     3. Study leave shall be granted only to pursue relevant courses conducted by university/institute recognized by the Foundation. All such courses/trainings shall require the approval of the management;
     4. Study leave shall be granted to an employee for the actual duration of the approved training and journey periods to join the training and return to the base office on completion of the training;
     5. An employee applying for study leave shall produce documentary evidence to the effect that he has secured admission to the course. On his return from the leave, documentary evidence shall be submitted to show that he has attended the course;
     6. An employee granted study leave shall be entitled to the full TFMR for a maximum period of 12 months. If the prescribed duration of training exceeds 12 months, the employee shall be entitled to only half (1/2) of the pay for the period up to 24 months. No salary shall be paid for study extending beyond 24 months;
     7. Employees on study leave shall not be eligible for PBVP and other allowances;
     8. Study leave, subject to a maximum of 12 months shall be considered as active service for the purpose of promotion; and
     9. The period of study leave shall be considered as part of active service for the purpose of post retirement benefits.
  4. Maternity leave
     1. Female employees shall be granted maternity leave for a period of up to three months;
     2. Employees are required to provide their supervisor with a medical certificate evidencing their pregnancy before maternity leave is granted. Employees should inform their supervisor as early as possible of their pregnancy so that arrangements can be made in respect of that employee’s absence on maternity leave;
     3. Maternity leave shall normally commence one month prior to the date of confinement and shall, in any event, commence from the date of birth;
     4. In the event of miscarriage, female employees shall, upon production to their supervisor of a medical certificate, receive maternity leave for a period of one month;
     5. Employees shall receive their pay in the normal way during maternity leave;
     6. Maternity leave may be combined with any other form of leave;
     7. Government holidays and weekends, which fall during the period of maternity leave, shall be counted as part of such leave;
     8. Employees returning to work from maternity leave shall be entitled to return to the same or a similar position to the one they held before commencing maternity leave; and
     9. On return from maternity leave, a nursing mother shall, for one month, be permitted to interrupt her work every 4 hours for 1 hour to nurse the child. These interruptions shall be treated as active duty for which the employee shall be paid.
  5. Paternity leave
     1. Male employees shall be granted paternity leave of 10 working days following the birth of their child; and
     2. Paternity leave shall commence from the date of birth of the child and may be combined with other forms of leave.
  6. Medical leave
     1. Medical Leave shall be granted to an employee under the following circumstances and conditions:
     2. On production of medical officer’s advice, clearly indicating his/her illness or injury;
     3. An employee on medical leave is entitled to his full TFMR up to a maximum period of six months (including weekends and government holidays), after which, payments shall cease. He shall not be entitled to PBVP and other allowances if medical leave exceeds 30 days;
     4. Cases involving more than six month’s medical leave shall be put up to the board for instructions;
     5. Subject to referral by the health authority, the ED shall approve escort leave, when an employee is required to escort his family members for medical treatment, both within and outside the country. The duration of escort leave shall be determined and approved by the ED based on the duration of the treatment required by the patient under the advice of the medical authority;
     6. An employee who is on medical leave, if certified as incapable to perform his duties shall be relieved on retrenchment with admissible benefits;
     7. An employee who is on medical leave for a period of one month or more shall submit “medical fitness certificate” to resume his duty; and
     8. Any employee who is on medical leave for more than a year shall be considered for compulsory retirement.
  7. Bereavement leave
     1. In the event of death of an immediate family member or spouse’s parents, bereavement leave of 15 working days shall be provided to an employee on each occasion.
  8. Transit leave
     1. An employee while proceeding on transfer shall be granted a transit leave of five (5) working days to report to his new place of posting. The transit leave shall be effective from the date of issue of relieving order.
  9. Extraordinary leave (EOL)
     1. The ED shall have the authority to grant leave without pay and benefits for employees based on extraordinary cases to a maximum limit of six months for contract employees and one year for the regular employees. The Chairman of the board shall approve EOL for the ED.

Authority to sanction leave

* 1. The authority to sanction different categories of leave is vested with the ED. In case of the ED, the Chairman of the Foundation shall approve the leave.

Leave Encashment

* 1. An employee who has at least thirty (30) days earned leave at credit shall be permitted to encash thirty (30) days of earned leave, subject to the following conditions:
     1. An employee who has put in at least a year’s (twelve months) continuous service including the probation period with the Foundation shall be entitled to Leave Encashment to the extent of one month’s basic pay.
     2. The amount payable on encashment of thirty (30) days earned leave shall be equal to the employee’s one month’s basic pay as on the date of encashment.
     3. Thirty days earned leave enchased shall be debited to the earned leave account on the date of such encashment.
     4. Only one encashment of earned leave is allowed during a calendar year.
     5. Notwithstanding the above clause, an employee leaving the service for any reason shall be permitted to encash the entire earned leave at credit.
     6. An employee on training shall be entitled to leave encashment provided he has adequate leave balance prior to his departure.

Leave Travel Concession.

* 1. An employee who has put in at least a year’s (twelve months) continuous service after probation period with the Foundation shall be entitled to Leave Travel Concession (LTC) to the extent of one month’s basic pay with the maximum ceiling of Nu.15, 000, whichever is less in a year.
  2. The staff of the Foundation shall not be eligible for the Leave Travel Concession (LTC) during the probation period/EOL. If a staff completes the probation period/EOL in the course of a calendar year, he shall be entitled to the LTC only in the following calendar year
  3. An employee shall not be paid LTC for the period of his/her study leave.

ANNEXURE 9.1. Leave Request Form

|  |
| --- |
| Name: Designation:  Division: Level:  TYPE OF LEAVE APPLIED FOR:  NUMBER OF DAYS APPLIED FOR:  Reason for Leave  FROM: TO:  SIGNATURE: DATE:  **FOR SUPERVISOR**  COMMENTS AND RECOMMENDATIONS:  SIGNATURE: DATE  **FOR CHIEF, AFD**  AVAILABLE NUMBER OF DAYS:  COMMENTS:  (IF ANY)  SIGNATURE: DATE:  **APPROVED/REJECTED SIGNATURE OF ED:** |

# CHAPTER 10. CODE OF CONDUCT

Policy

* 1. Professionalism, high ethical standards, integrity and honesty of employees are crucial for the Foundation in pursuing and maintaining its goals and objectives. The purpose of this code is to set down the employees' obligations while under the employment of the Foundation and which they are required to comply.

Compliance

* 1. Employees must comply with all the requirements set out in this code in addition to the terms and conditions of employment set out in their contracts of employment. If any inconsistency exists, this code shall prevail.
  2. An employee responsible for breach of this code shall be liable for disciplinary action.

Ethics at work and code of conduct

* 1. Employees must devote to their work with a high degree of dedication, enthusiasm and professionalism. It is, therefore, important that employees:
     1. Accomplish and discharge their duties and responsibilities prudently and diligently to the best of their professional knowledge, skills and abilities in order to meet the time, quality and productivity standards of work;
     2. Strive to maintain the highest standards of integrity, honesty, fortitude, selflessness, loyalty, right attitude, right aptitude, patriotism and endeavor to maintain professional excellence in the service of the Foundation and to upkeep the Foundation's public image as a respectable high performance organization;
     3. Engage faithfully only in activities that are consistent with their official responsibilities and authority and which do not damage the business interests of the Foundation;
     4. Utilize time, supplies, equipment and office facilities with due caution, care and honesty solely for the benefit of the Foundation;
     5. Show initiative and creativity in solving problems and suggesting improvements to the Foundation’s operations; sharing knowledge with fellow staff; and maintaining the highest possible standard of workmanship;
     6. Treat members of the local community, guests to the Foundation’s facilities, contractors, and suppliers with courtesy and professionalism at all times;
     7. Take special care of the safety and wellbeing of co-workers, colleagues, and customers and their properties while carrying out duties and responsibilities;
     8. Observe and comply with the Manual, regulations, and instructions of the Foundation;
     9. Avoid all forms of discrimination, never giving nor receiving special favors or privileges which might adversely affect the way in which the work is performed;
     10. Maintain harmony and create team spirit with superiors, subordinates, and co-workers;
     11. Not misuse his/her official position or authority;
     12. Not take additional compensation in the form of fee, gift, reward, gratuity, expenses, etc., that could result in real or perceived preferential treatment, impediment of organizational efficiency or economy, loss of complete independence and impartiality, decision making outside official channels, disclosure or use of confidential information acquired through employment;
     13. Shall not become a member of political party when he/she is an employee of the Foundation;
     14. Declare such compensation (worth more than Nu. 500.00) to his supervisor immediately (Exception: He may accept awards from non-profit organizations for meritorious public contributions);
     15. Upon joining Foundation shall declare assets as per the asset declaration Manual of the Anti- Corruption Commission of Bhutan; and
     16. Always abide by all Manual and regulations and laws of the country.

Unacceptable behavior and gross misconduct

* 1. Gross misconduct is a misconduct that is so serious as to justify summary dismissal without implementation of the sequential warning process and without notice or payment in lieu of notice being given. The following examples give an indication of the type of offences or actions which amount to gross misconduct, but it must be stressed that this list is not exhaustive.
     1. Failure to take reasonable care at work, or behave in a way that might endanger the health and safety of fellow staff, or result in damage to the Foundation’s tools, equipment, property;
     2. Dishonesty, fraud, misrepresentation, or embezzlement of money, property or equipment of the Foundation including the employer’s intellectual property and that of the public while the employee is in the service of the Foundation;
     3. Failure to inform management promptly on learning of an occurrence or suspicion of occurrence, of misappropriation, theft or dishonesty in the Foundation;
     4. Passing of any confidential Foundation information to any third party without the prior approval of a competent authority of the Foundation.
     5. Violence or physical assaults and/or threatening behavior;
     6. Insulting behavior including remarks, slurs or innuendoes made to other employees or anyone associated with the Foundation - including sexist, racist etc. comments;
     7. Serious incapability whilst on duty, whether in the office or whilst on any business outside the office, brought on by alcohol or illegal drugs;
     8. Serious and willful insubordination and disobedience of a repeated or serious nature;
     9. Habitual irregular attendance and riotous behaviors;
     10. Spreading any rumor or engaging in any activity independently or with others which shall disrupt the smooth and efficient operation of the Foundation;
     11. Giving false information which might affect the Foundation’s decisions in terms of appointment, promotion, transfer or other aspects of employment;
     12. Doing business or engaging in any other employment, which has conflicting interest with the Foundation.
     13. Sexual harassment, such as, but not limited to: making unwelcome sexual advance or an unwelcome request for sexual favors to other person; or engaging in any unwelcome conduct of a sexual nature in relation to the other person;
     14. Unauthorized access to confidential material belonging to the Foundation;
     15. Deliberate or reckless damage to the Foundation’s property;
     16. Inappropriate use of any computer program/system of the Foundation;
     17. Carrying a dangerous weapon on the Foundation’s premises or whilst on the Foundation’s business without the express authorization of the ED;
     18. Non-compliance with the laws of the kingdom of Bhutan as a law-abiding citizen.  
         Any conviction for a criminal offence on a matter which makes continued employment untenable;
     19. Any other ground provided for in the labor and employment act of Bhutan 2007.

# CHAPTER 11. DISCIPLINARY ACTION

Policy

* 1. Ensure that BMF employees observe behavioral standards in accordance with the BMF Code of Conduct and Ethics, Manual & Regulations and Laws of the Country.
  2. Promote high morale and create confidence among the employees by ensuring justice, fairness and equity in protecting the innocent and punishing the guilty.

Disciplinary authority/committee

* 1. A disciplinary committee shall comprise ED, Chiefs of relevant Divisions and Chief-AFD.
  2. This disciplinary committee shall take necessary and appropriate disciplinary action against the employees of the Foundation as and when a situation of violation of code of conduct arises.
  3. In cases where the ED is the offender, the board Chairman shall nominate directors of the board to form the disciplinary committee.
  4. BMF reserves the right to depart from this procedure if it deems appropriate.

Disciplinary proceedings

* 1. The conduct of an employee in respect to the code of conduct of the Foundation is the discipline of the employee. A conduct in violation of the code shall result in disciplinary action being taken against the employee as per the rules and regulations set forth.
  2. While this proceeding details some punitive actions, its main aim is to facilitate improvement in the conduct of an employee. The proceedings recognize the central importance of informal action or counseling designed to reform conduct and obviate the need for formal disciplinary action. Wherever possible, problems shall be resolved through less formal process.
  3. Where such counseling does not succeed or where cases are relatively serious, then formal disciplinary proceedings shall commence.
  4. These proceedings shall be applied to all employees of the Foundation.

Informal disciplinary procedure

* 1. If employees have been involved in minor misconduct or have been performing poorly, the Foundation shall, if appropriate, seek to resolve the matter informally through verbal discussions. Employees shall be expected to improve conduct or performance within a fixed timescale. If appropriate, a note of any verbal warnings shall be made on the employee’s personnel file.

Formal disciplinary procedure

* 1. If an employee’s conduct or performance does not meet acceptable standards of the Foundation he shall be served with a written warning.
  2. This warning constitutes the first stage of the procedure. The employee shall be reminded of his right of appeal. A copy of this warning shall be passed to the AFD and placed in the person’s personnel file.
  3. Failure to respond satisfactorily to the first warning, or the commission of a more serious offence, shall lead to a final written warning. The employee shall also be reminded of his right of appeal and a copy of this written warning shall be passed to the AFD and placed on the employee’s personnel file.
  4. If an employee’s conduct or performance still has not improved or is sufficiently serious as to constitute gross misconduct or neglect, the final step may be dismissal or, at the Foundation’s discretion, some other action short of dismissal such as demotion or transfer.

Suspension

* 1. In more serious cases, it may be necessary to suspend the individual from work, with half TFMR and benefits, while investigations into the complaint(s) and any disciplinary hearings are carried out. He shall not be entitled to PBVP during the suspension period.
  2. Such a suspension will last for as short a period as possible and should not ordinarily exceed three months.
  3. Any suspension should not be considered as disciplinary action in itself. If, following the suspension and any disciplinary process, the suspended employee is cleared of any wrongdoing he will receive backdated pay in respect of the half pay and benefits, which he did not receive during his suspension.

Termination of service

* 1. Termination of service shall be as a result of disciplinary action taken against an employee or because of continued non-performance by the employee.
  2. The employee may, depending on the severity of the offence, be terminated or made to compulsorily retire from the service.
  3. Termination of service of a staff means separation from the services of the Foundation without any post service benefits but with entitlement of his own personal contribution such as PF and life insurance scheme with interest, and shall be effective from the date stated in the written order.
  4. The employee shall be given a month’s notice before termination of his service. However, the incumbent employee shall be ordered to stop working as soon as the decision of termination is taken.

Appeal

* 1. Any employee subject to a disciplinary sanction is entitled to appeal against that sanction. Appeals must be made in writing within 10 days of receipt of the initial decision. The appeal must state the grounds for the appeal and should be sent to the Chairperson. Arrangements for the timing and conduct of such appeals will be made as soon as possible.
  2. When no appeal is registered within the specified time it will be assumed that the individual accepts the decision.
  3. The outcome of the appeal will be final and will be confirmed to the employee in writing together with reasons for the decision.
  4. If employees successfully appeal against a decision to dismiss them, they will be reinstated and will be paid in full for the period between dismissal and reinstatement.

Grievance procedure

* 1. It is very important to ensure that employees are freely able to express any grievance they may have, and to have that grievance dealt with expediently. Grievances might include incidents of racial and sexual harassment, concerns regarding workplace practices, suspicions of criminal acts, and dangers to health and safety.
  2. Employees are encouraged to attempt to solve problems informally and directly without entering the formal grievance procedure. Where such attempts fail, or where employees feel unwilling, for any reason, to deal with the matter informally, the formal procedure should be used.
  3. The workplace grievance procedure shall:
     1. Be in writing;
     2. Give an employee an opportunity to raise his or her grievance and to be heard;
     3. Enable the prompt and fair resolution of a grievance, which arises at the workplace;
     4. Allow any issue or situation at the workplace relating to the conditions of employment to be grounds for a grievance;
     5. Enable an employee raising a grievance to participate directly in the grievance procedure and to be assisted or represented by the workers’ association (if any) or a person of his or her own choosing;
     6. Ensure that the party or parties raising a grievance is kept informed of the steps being taken under the procedure and of the action taken on the grievance;
     7. if the parties to a grievance consider it necessary, provide for minutes of the proceedings to be drawn up in mutual agreement and be made available to the parties; and allow the parties to a grievance to draw up an agreement resolving the dispute that is binding on the parties, provided that the agreement does not contravene the provisions of this Act.
     8. The employer shall make the grievance procedure known and available to the employees at the workplace.
     9. An employer who fails to comply with sections 11.29.1 to 11.29.8 shall be guilty of an offence, which shall be a petty misdemeanor.

**Settlement of a dispute at the workplace**

* 1. If a grievance arises at a workplace, the parties to the grievance shall genuinely attempt to settle the grievance by applying the grievance procedure or, if there is no grievance procedure, by meeting to discuss the matter in dispute.

**Notification of a dispute**

* 1. If a grievance remains unresolved following an attempt to settle it by applying the workplace grievance procedure at a workplace, the party or parties who initiated the grievance shall notify the Chief Labour Administrator that a labour dispute exists.
  2. The notice under section 11.31 shall state:
     1. the names of the parties to the dispute;
     2. the place where the dispute exists; and
     3. the subject matter of the dispute.

**Investigation and report by Labour Relations Officer**

* 1. Within two working days of receipt of notice of a labour dispute under section 11.31 the Chief Labour Administrator shall direct a labour relations officer to:
     1. Investigate the labour dispute, including the facts of the dispute, the procedures which the parties have followed in attempting to resolve the dispute, and whether any of the parties are in breach of this Act or regulations;
     2. Advise the parties about their respective rights and obligations under the law in relation to the dispute and their options for settling the dispute;
     3. Assist the parties to reach a resolution to their dispute;
     4. Report back to the Chief Labour Administrator within 7 working days on the facts of the dispute and whether it has been resolved or not; and
     5. report to the Chief Labour Administrator about the terms of the resolution if the parties have resolved the dispute.

**Appointment of a conciliator**

* 1. The Chief Labour Administrator shall direct the parties to appoint a conciliator to assist the resolution of the dispute if:
     1. a labour relations officer reports that the parties have failed to resolve the dispute; or
     2. The Chief Labour Administrator is of the opinion that one or more terms of a resolution fails to comply with this Act.
     3. The parties to the labour dispute shall jointly appoint a conciliator, in whom they share a mutual trust and confidence, within 4 calendar days of receipt of the Chief Labour Administrator’s directive.
     4. If the parties are unable to agree on a conciliator, the parties shall advise the Chief Labour Administrator of that fact within the 4 day period and the Chief Labour Administrator shall immediately appoint two conciliators to assist in the resolution of the dispute.

**Duties of a conciliator**

* 1. A conciliator shall:
     1. commence the conciliation promptly;
     2. conduct the conciliation in the manner which is fair and balanced to each of the parties involved in the labour dispute;
     3. call the parties to the dispute to attend meetings to discuss the dispute;
     4. if the conciliator is not a labour relations officer, be assisted by a labour relations officer; and
     5. allow the parties to appear on their behalf or be represented.

**Conciliator’s report and record of agreement**

* 1. Within 4 days after conducting conciliation under section 11.35, a conciliator shall:
     1. in case of successful resolution of the dispute, submit to the Chief Labour Administrator:
     2. a report stating the names of the parties, the issues in dispute and how the dispute was resolved; and
     3. a record of the agreement reached and signed by the parties, indicating their free acceptance of the agreement; or
     4. in the case of a failure to reach a resolution of the dispute, submit to the Chief Labour Administrator a report stating the names of the Parties, the issues in dispute and why in his or her opinion the dispute was not resolved.
     5. A record of agreement is binding on the parties if the agreement has been certified by the Chief Labour Administrator as being in compliance with this Act.
     6. Certification of record of agreement by Chief Labour Administrator
     7. If a record of agreement submitted to the Chief Labour Administrator is, in his or her opinion.
  2. In compliance with this Act, the Chief Labour Administrator shall:
     1. certify in writing that the agreement is in compliance; and
     2. notify the conciliator and the parties to the dispute that the record of agreement complies with the Act and is enforceable; or
     3. not in compliance with this Act, the Chief Labour Administrator shall advise the conciliator and the parties as soon as possible that the agreement is not enforceable and specify where the agreement fails to comply with this Act.
     4. Failure of conciliated agreement to comply with this Act
     5. If the parties to a labour dispute receive advice under section 11.37.3 from the Chief Labour Administrator that a record of agreement is not enforceable, the parties shall, within 3 working days of that notification, seek to agree to amend the agreement to comply with this Act and:
     6. if the parties agree to amend the agreement, they shall resubmit the amended agreement to the Chief Labour Administrator for certification under section 11.36.7; or
     7. if the parties fail to agree to amend the agreement, the parties shall notify the Chief Labour Administrator in writing of that failure.

**Settlement by court or arbitration**

* 1. This section applies to a labour dispute that:
     1. has not been resolved following the conciliation procedures in this Chapter; or
     2. has resulted in a record of agreement that, in the opinion of the Chief Labour Administrator, is inconsistent with this Act.
  2. The Chief Labour Administrator shall direct the parties to such disputes:
     1. in the case of a rights dispute, to take the dispute to a Court of law of the Kingdom of Bhutan for settlement; or
     2. in the case of an interests dispute, to take the dispute to an arbitrator appointed under section 11.40 for settlement.

**Appointment of an arbitrator**

* 1. The Ministry shall appoint a person to be an arbitrator to settle an unresolved interests dispute.
  2. The arbitrator shall:
     1. commence the arbitration promptly;
     2. conduct the arbitration in a manner which is fair and balanced to each of the parties involved in the labour dispute;
     3. if the arbitrator considers it necessary, appoint a person with expert knowledge to assist in an advisory capacity;
     4. call the parties to the dispute to attend meetings to discuss the dispute; and
     5. allow parties to appear on their own behalf or to be represented.
  3. The arbitrator has the power to:
     1. call the parties to the labour dispute;
     2. call witnesses;
     3. cause an oath to be administered and examine the parties and witnesses; and
     4. call for the production of books, and documents.
     5. A decision of the arbitrator shall be binding on the parties.
  4. Appeal against arbitrator
     1. The party to a labour dispute who is aggrieved by the decision of an arbitrator may appeal against that decision to a Court of law on a matter of law.

**Prohibition against sexual harassment**

11.44. An employer shall not sexually harass:

* + 1. a person seeking employment with that employer; or
    2. an employee of that employer.
  1. An employee shall not sexually harass:
     1. Another person employed by his or her employer;
     2. His or her employer; or
     3. A person seeking employment with his or her employer.
  2. For the purposes of sections 11.44, 11.45 and 11.47, sexual harassment includes:
     1. Making an unwelcome sexual advance or an unwelcome request for sexual favours to the other person; or
     2. Engaging in any other unwelcome conduct of a sexual nature in relation to the other person.
  3. In sections 11.44 to 11.46 "conduct of a sexual nature" includes-
     1. Subjecting a person to any act of physical intimacy;
     2. Making any oral or written remark or statement with sexual connotations to a person or about a person in his or her presence; or
     3. Making any gesture, action or comment of a sexual nature in a person's presence.
  4. A person who contravenes sections 11.44 to 11.47 shall be guilty of
     1. An offence, which shall be a petty misdemeanor. In addition,
     2. The Court may impose fine at the rate of the Daily Minimum National Wage Rate to a maximum of 3000 days in accordance to the severity of the offence.

# CHAPTER 12. PRIVATE TRADE AND EMPLOYMENT

Policy

* 1. To ensure that the Foundation’s employees do not engage in trade and commercial activities, which have conflicting interests with the Foundation, and thereby compromise the Foundation interests.

The Rules

* 1. In order to avoid any possible conflict of interest, the following procedures/restrictions shall be strictly observed:
     1. No spouse or dependent of an employee shall be allowed to participate in supply of goods and services to the particular office where the employee is employed or where the employee has an authority over it.
     2. An employee shall refrain from participation in the Foundation’s tender committee if there is a conflict of interest by way of participation of his spouse or dependent in the bidding process or the employee concerned has a direct interest in any of the parties competing in the bid.
     3. Any employee of the Foundation participating as a member of a tender committee shall not communicate any information to the bidders, except those officially required.
     4. Any employee of the Foundation shall not become a member of the board of directors of a private Foundation, unless approved by the board.
     5. Utilization of office time and resources for private purposes is not permitted.

Penalty

* 1. Any employee found engaging in activities violating any of these Rules shall be dealt with as per the disciplinary guidelines.

# CHAPTER 13. SEPARATION

Policy

* 1. Employee separation (i.e. an employee leaving the Foundation) provision is necessary for the smooth transition of the organization over time and to meet its mandates effectively and efficiently.
  2. Promote dignity and financial security to an employee upon retirement and during his post retirement period.

Separation

* 1. Employee separation may be a result of voluntary resignation, superannuation, compulsory retirement or termination.
  2. For employees on fixed term contracts, separation may also occur as a result of non-renewal of the contract.
  3. The Foundation shall retain the personnel file of any employee who leaves the Foundation regardless of the reason for separation.

Voluntary resignation

* 1. Contract employees may, on their own volition resign from service after giving notice of such resignation of at least two months in advance.
  2. Regular employees may, on their own volition, resign from service after giving notice of such resignation of at least one month in advance.
  3. An employee who fails to give the prescribed period of notice of resignation shall be liable to pay an amount equal to full TFMR for the prescribed period of notice;
  4. The AFD shall process and submit the resignation tendered by the employee to the ED for his final approval; and
  5. The AFD shall ensure that the resigning employee has complied with the conditions of service laid down in the training and other Manual.

Superannuation

* 1. Regular employees shall retire from the employment of the Foundation on attaining the following superannuation age:

1. Executive Director and PS1- 65 years of age
2. Other employees - 60 years of age
   1. The date of birth recorded in the service record at the time of the initial appointment of the employee shall be the basis for deciding the date of retirement. The date of birth shall be recorded based on the information provided in the citizenship identity card in case of national and birth certificate in the case of expatriates;
   2. Except otherwise specifically provided by this rule, the actual retirement on superannuation shall be effective on the first day of the month following the actual date of retirement. The gratuity and other benefits shall be computed as on the effective day of retirement;
   3. No employee, unless decided by the board shall be retained in service beyond the age of superannuation either through re-appointment or otherwise; and
   4. AFD shall ensure that the retiring employee has complied with the conditions of service laid down in the training and other Manual.

Compulsory retirement

* 1. Employees may be asked to retire compulsorily due to redundancy of the post, restructuring of organization, reduced workload, natural calamity and/or because of adverse economic conditions beyond its control or on disciplinary grounds. The board will approve the retirement and the benefits under this provision.

3.17. BMF shall consult with the employees at work place, advising of the number of employees likely to be made redundant and the period over which this may occur.

3.18. Notify the Chief Labor Administrator of the proposal, including the number and categories of employees involved and the reasons for their termination.

* 1. An employee on compulsory retirement shall be eligible for two-month’s TFMR and retirement and other benefits in a normal way.

Early retirement scheme

* 1. The Foundation may implement early retirement schemes (ERS) from time to time to manage its human resource. This shall be in response to market needs such as outsourcing of functions, and also to right-size the Foundation. An employee, who does not consistently perform as expected and as determined through performance appraisal or otherwise, may be also identified for ERS. The board will approve the retirement benefits under ERS from time to time.

Non-renewal of contract

* 1. Separation from service may also happen due to the non-renewal of contract by a party to the employment contract. The party intending not to renew the contract shall give a notice period of minimum two months.

Authority to accept/approve separation

|  |  |  |  |
| --- | --- | --- | --- |
| **Level** | **Voluntary Resignation** | **Superannuation** | **Compulsory Retirement/ Termination** |
| **ED** | Board | Board | Board |
| **PS/OS** | ED | ED |

Retirement benefits

* 1. Gratuity
     1. An employee who is separated from service shall be entitled to receive gratuity if he has completed continuous service of at least three years including the probation period at the time of his separation, unless the employee is terminated on disciplinary grounds.
     2. An employee on contract will have to complete his contract terms to become eligible for the gratuity payment. No gratuity shall be paid to contract employee, if his service is terminated on disciplinary grounds.
     3. The amount of gratuity payable under this rule shall be computed based on last basic TFMR at the time of separation times the number of completed years of service. Six or more number of completed months shall be considered as one year at the time of calculating the number of years of service.
  2. Pension
     1. Admissibility of pension benefits to an employee shall be governed by the pension Manual and regulations of the RICBL. If, however, an employee is terminated from employment by the employer, either on disciplinary ground or convicted of a felony under any court of law, he shall neither be eligible for the pension benefits nor be entitled to refund of contributions made to the pension account unless the management decides otherwise.
  3. Provident fund benefit
     1. On separation from his service, an employee shall be entitled to receive the full accumulation, including interest accrued, of provident fund which is created through a monthly deduction from his salary and an equal contribution by the employer. Since the PF is managed by the RICBL, payment shall be governed by the Manual and regulations of the RICBL.
     2. An employee whose employment is terminated by the employer on disciplinary ground or has been convicted of a felony under any court of law shall be entitled only to his contribution together with returns credited thereon to provident fund account unless the management decides otherwise.
  4. Group insurance scheme benefit
     1. An employee who leaves employment of the Foundation shall be entitled to the benefit of GIS as per the RICBL rules and regulations.
  5. Separation/travel allowance
     1. Employees shall be paid separation allowance, equivalent to one month’s TFMR on being separated from the Foundation, either on completion of the contract, resignation and/or attainment of retirement age. However, an employee, who is terminated from his service, shall not be entitled to this allowance.
     2. Separation allowance may be paid to an employee who has resigned from the Foundation provided an uninterrupted and satisfactory service of at least three years including the probation period has been completed.
  6. Transfer grant
     1. All employees, who leave service for a reason other than termination, shall be entitled to the transfer grant of one month’s TFMR, provided the incumbent has rendered a minimum of three years including the probation period of service.
  7. Carriage charge of personal effects
     1. All employees, who separates for a reason other than termination, shall be entitled to the carriage charges of personal effects to the place of his home town as defined under Chapter 10, provided the incumbent has rendered a minimum of three years including the probation period of service or in the case of a contract employee, has completed his contract.
  8. Conditions of payment
     1. The gratuity shall be paid to an employee only upon issue of clearance certificate by the concerned department/division/business unit of the Foundation with which he was last associated and shall be govern by the gratuity regulation 2009, conferred under Labour and Employment Act 2007, which states that the gratuity is payable on:
* Retire on the basis of age
* Voluntarily resigns with the consent of the employer
* Are retrenched
* Are declared redundant
* Become disable and unable to work, irrespective of whether the disability arises from work or not.
  + 1. The pension and provident fund benefits shall be paid subject to the provisions in the RICBL plan, Manual and regulations.
    2. A copy of the order relieving an employee on separation from the Foundation service shall be endorsed to the national and provident fund, which shall form the basis for the RICBL to sanction the pension and provident fund benefits.
    3. The gratuity and other benefits shall also be payable to the nominees of an employee who expires while in employment of the Foundation, or to the person determined by the court.
  1. The amount due from an employee, if any, at the time of retirement or demise and not recoverable otherwise, shall be recovered from the retirement benefits payable to the incumbent, his nominees or other legal heir to whom such payments may be released.
  2. The gratuity and other retirement benefits shall be paid to the retired employee as admissible under Rule. In the event the pay revision, promotion, and annual increment is due for an employee on the day following the date of retirement, the promotion, pay revision and annual increments shall be released first and be considered for the purpose of calculating all retirement benefits.

Handing taking over

* 1. There shall be proper handing and taking over of the charge before an employee is relieved from the service, including the Foundation property, files and records. The office shall take the responsibility to process on time his post-retirement benefits on leaving from the service of the Foundation.

ANNEXURE 13.1. Carriage Charges:

Employee upon separation from BMF except in the case of termination shall be entitled to carriage charges of personal effects to the place of destination as specified below:

|  |  |  |
| --- | --- | --- |
| **Position** | **Entitlement** | **Monetary Ceiling (Nu.)** |
| **ED/PS2 and above** | Two trucks | 55,000.00 |
| **PS3-PS5** | One truck | 30,000.00 |
| **Others employees** | One truck | 20,000.00 |

1. The carriage charges shall be calculated as per the rates and capacity approved by Government (RSTA) from time to time.
2. The transport charges shall be admissible only for one way and distance by the most direct route shall be considered.
3. BMF employee concerned shall submit a written claim based on the distance and prescribed rates. The amount thus claimed or the ceiling prescribed above, whichever is less, shall be payable.
4. If both husband and wife are working in the Foundation, and are transferred together, then only one spouse (whosoever is in higher level) is eligible for carriage charges. However, both of them shall be eligible for transfer grant.
5. In the event a Foundation vehicle is provided for transportation of personal effects, the carriage charge shall not be admissible.

# CHAPTER 14. HEALTH AND SAFETY POLICY

Policy

* 1. Provide safe and environmentally healthy working conditions and practices.

BMF’s Responsibilities

* 1. The maintenance of a safe and healthy working environment through the provision of safe equipment and safe systems of work is one of BMF’s key objectives.
  2. BMF shall:
     1. Take steps to ensure that all people at BMF’s offices understand and follow BMF’s policy and procedures on health and safety;
     2. Make available all necessary safety devices and supervise their use;
     3. Ensure all accidents resulting in personal injury and other dangerous occurrences are properly investigated with a view to making recommendations to prevent a recurrence; and
     4. Comply with its obligations under the Labor and Employment Act of Bhutan 2007.
  3. BMF shall undertake a planned approach to the protection of all people at its offices and has appointed the Chief - AFD as the person with specific overall responsibility for safety and health at work.

AFD Chief’s responsibilities

* 1. The AFD Chief shall have responsibility for the health and safety of employees and for the promotion of responsible attitudes to health and safety. In particular, shall be responsible for ensuring that:
     1. Equipment and methods of working used are safe;
     2. All employees are aware of BMF’s health and safety policy;
     3. All injuries or accidents reported; and
     4. All accidents and incidents are investigated in order to establish the root causes and that measures to prevent recurrence are introduced.

All employees

* 1. It is equally important that all employees throughout BMF appreciate and accept their responsibility for themselves and others in safety matters. All employees are responsible for doing everything they can to avoid injuring themselves, their fellow employees and others affected by their actions or omissions at work. In particular they must:
     1. Conform to BMF’s Manual and procedures regarding safe working;
     2. Not be under the influence of alcohol or drugs whilst at BMF’s offices or whilst on BMF business;
     3. Take steps to establish what safe operating procedures and what instructions apply in any workplace and use correct methods of work;
     4. Report unsafe conditions and procedures; and
     5. Enter in the accident book particulars of accidents occurring in the course of their employment in which they are injured, even if only to a trivial degree, and assist in the investigation of any accident if required.

Drivers of official vehicle

* 1. Any person who drives a vehicle belonging to BMF must hold a valid driving license for that class of vehicle. A regular driver of an official vehicle must inform his manager immediately if his license is suspended or invalidated in any way.
  2. Any member of staff who is involved in an accident or who is stopped by the police for a traffic offence while driving an official vehicle must report this to his Supervisor immediately, who will inform the ED.

# CHAPTER 15. E-MAIL AND INTERNET POLICY

Introduction

* 1. This policy applies to the use of all of BMF’s electronic communication systems including access to the Internet. These are referred to in this policy as the “system”. This policy is not intended to be exhaustive but the principles laid down will apply to all electronic communications.
  2. BMF wants to encourage increased use of the system for business purposes but employees need to be aware of the potential dangers inherent in its use both to the employee personally and to BMF as a whole.
  3. The possible consequences of not following this policy are such that it is necessary to make non-compliance a disciplinary offence. In some instances, failure to comply with the rules set out in this policy will be treated as gross misconduct and may result in summary dismissal.
  4. If there are any aspects of this policy, which are not clear, advices must be sought from the employee’s Supervisor in the first instance.

Employee’s Obligation

* 1. Employees must:
     1. Use the Internet for business and professional reasons only;
     2. Disclose to their Supervisor any message or material they receive which they think is inappropriate or which makes them feel uncomfortable; and
     3. Report problems to Chief – AFD and seek his advice whenever they are in doubt.
  2. Employees must not:
     1. Leave their computer password to anyone else;
     2. Use another employee’s PC without permission;
     3. Download or forward material from the Internet or from external e-mail attachments without being certain as to its safety or first checking with the Chief - AFD that there is no risk of spreading computer viruses;
     4. ‘Hack’ into other computer systems;
     5. Transmit confidential information without taking full security measures;
     6. Infringe copyright or related rights;
     7. Use BMF’s systems to buy or sell goods or services for their personal use or commit BMF to any contract unless it is within the employee’s approved limits;
     8. Put their BMF email address on external email lists or use the system for bulk mailing purposes unless it is for business reasons;
     9. Participate in chat rooms using the system unless it is for business purposes;
     10. Make defamatory statements about individuals or organizations;
     11. Access, view, download or circulate pornographic or indecent material;
     12. Communicate anything which may be construed as sexual harassment or discriminatory; or
     13. Play computer games in normal working hours.

Use

* 1. BMF provides access to the system for business purposes. Employees may use the system for reasonable and limited personal browsing only. Excessive personal browsing may be considered a disciplinary issue. The Manual set out in this policy must be followed in personal as well as business matters.

Best practice

* 1. Beware of informality and thoughtlessness when drafting emails.
  2. Draft both internal and external emails with as much care as any other business correspondence.
  3. A standard disclaimer will be included automatically in all external emails. This becomes particularly important when e-mail has been sent in error to the wrong recipient and a duty of confidentiality needs to be imposed on the recipient.

Monitoring

* 1. As with all BMF’s IT systems, the e-mail and Internet are not private and use of them will be monitored from time to time as part of BMF’s management controls. Employees may be required at any time to give those authorized by BMF access to their mailbox.