

# Human Resource Management Manual 2023

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Version 1.0

## Document History

| Date & Approval Ref | Version | Issues Addressed | Description of Change * |
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\*Any changes in text/expression/entitlements/limits/policy or procedures through amendment or revision or review after due approvals are the examples of Description of Change and have to be recorded in chronological order.

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# List of Abbreviations

| Abbreviation | Term                               |
|--------------|------------------------------------|
| P & P        | Policies and Procedures            |
| MDF          | Momentum Development Foundation    |
| ED           | Executive Coordinator              |
| BOD          | Board of Directors                 |
| SOPs         | Standard Operating Procedures      |
| HR           | Human Resources                    |
| CEO          | Chief Executive Officer            |
| HRIS         | Human Resources Information System |
| JD           | Job Description                    |
| CA           | Competent Authority                |

# **SECTION A**

## **PRELIMINARY**

## CHAPTER I – TITLE, COMMENCEMENT AND APPLICABILITY

These policies and procedures may be called as **MDF** HR Policies & Procedures Manual-2013 and in short HR Manual.

These Policies & Procedures have come into force on 4<sup>th</sup> day of July 2012 after due approval by **MDF** Board of Directors/Governing Body and shall supersede all existing rules and regulations until or unless stipulated explicitly.

This HR Manual will be applicable to all Project & Programs, Sub offices who operate under the management control of **MDF** or its authorized appointees. These HR policies and procedures will apply to all persons appointed on regular basis in full time employment of the **MDF** as well as:

1. The contract, package employees and interns;
2. Persons appointed as experts, advisors or consultant and/or those who are paid by **MDF**

On occasions in this manual, 'he' is used for "he or she", 'him' for 'him or her' and so forth. Whilst we tried to avoid this practice it is sometimes necessary for reasons of style. No prejudice or stereotyping according to gender is assumed or intended.

HR department of **MDF** in this manual is to be referred as a dedicated HR department or Person/team designated to perform HR department function in conjunction with other assigned responsibilities.

### ***1.0. PURPOSE OF THIS MANUAL***

The purpose of this manual is to provide ready reference and specific guidelines for **MDF** employees in HR procedures within **MDF** offices. It is intended to prescribe step by step guidance for maximum possible eventualities and defines concrete HR policies and procedures to be followed. In the general applicability of these Policies and Procedures, the **MDF** Chief Executive Officer (CEO)/ Executive Coordinator (ED) &/or **MDF** Board of Directors (BOD) can make special dispensations under specific circumstances. Compliance with these policies and procedures are considered to be a mandatory condition of employment at **MDF**. The manual will help to smooth operations of **MDF** by providing the management with timely information for decision making. It is intentionally written in easy English and is user friendly. The HR policies included in this manual focus on key organizing principles and are designed to provide direction to **MDF**'s management and its employees for the management and use of human resources. These policies are an expression of underlying values contained in the principles and goals set by the **MDF** management.

### ***1.1. AUTHORITY OF THIS MANUAL***

The original version of this manual placed with Human Resources Department at **MDF** Head Office, is the legal version and takes precedence over other versions that may be produced. Any rule, order or instructions, precedents, SOPs, contracts, manuals made or issued by **MDF** and enforced before the commencement of this Manual shall, insofar as they are inconsistent with the provisions of this manual be deemed to have been abolished or made under these policies. Updates shall be circulated from the office of HR, along with the version control, whenever revision takes place. The HR Manual holders shall be responsible to replace old pages with updated pages, discard replaced pages and update the previous version control history document (filed before the Table of Contents) with the latest release.

### ***1.2. DISTRIBUTION***

Sufficient copies of this manual have been produced and each **MDF** department has at least one copy available for reference by all employees. It is the responsibility of departmental managers and HR department to ensure that their copy of the manual is kept up-to-date and placed in accessible location to all **MDF** Employees.

### ***1.3. PERSONNEL REVIEW***

ED, HR department and departmental heads are responsible for disseminating these policies and procedures to all employees in their respective units and for instituting and maintaining a program to ensure that employees understand **MDF**'s standard Policies and Procedures. They are also responsible for informing employees of the importance of reporting any suspected violation of this manual to the management, without fear of reprisal. Line manager will ensure that all current and new employees in his/her charge are introduced to this manual through a review of its contents. It is then the responsibility of new employee to review this manual and ensure it is understood before the conclusion of their probation period and must abide by the foregoing policies and procedures of **MDF** in their dealings and report any violations of these standards to their appropriate departmental head, CEO, ED or BOD for appropriate actions.

## ***1.4. REVISION***

This manual will be revised after every **two years** from its initial inception. Although certain exceptions can be made at the discretion of BOD, who can approve its revision at any suitable time during this given two years time period.

## ***1.5. AMENDMENTS TO THIS MANUAL***

It is the collective responsibility of all **MDF** employees to review and suggest modifications/changes that can further improve the effectiveness of this manual. If an employee identifies that this manual has overlooked an issue or procedure or wants to recommend an improvement in some policy or procedure, he should write down the suggested improvement and discuss it with his line manager before forwarding it through respective department heads. If the suggested improvement is in line with the overall organizational operational requirements, financial affordability as well as all applicable laws of Pakistan, Human Resources Department will draft the proposed amendment(s) and forward it to the BOD for consideration and final approval.

## ***1.6. DISCIPLINARY ACTION***

Violation of these HR policies and procedures may lead to appropriate disciplinary action and may lead to termination and/or legal action.

## ***1.7. INTERPRETATION***

Questions of interpretation of HR policies and procedures are to be referred to the HR Department and if required then to ED for further interpretation of these policies and procedures which will be deemed and agreed as final and binding for all concerned.

## ***1.8. PRINCIPLES***

These HR policies and procedures have been developed based on the following principles:

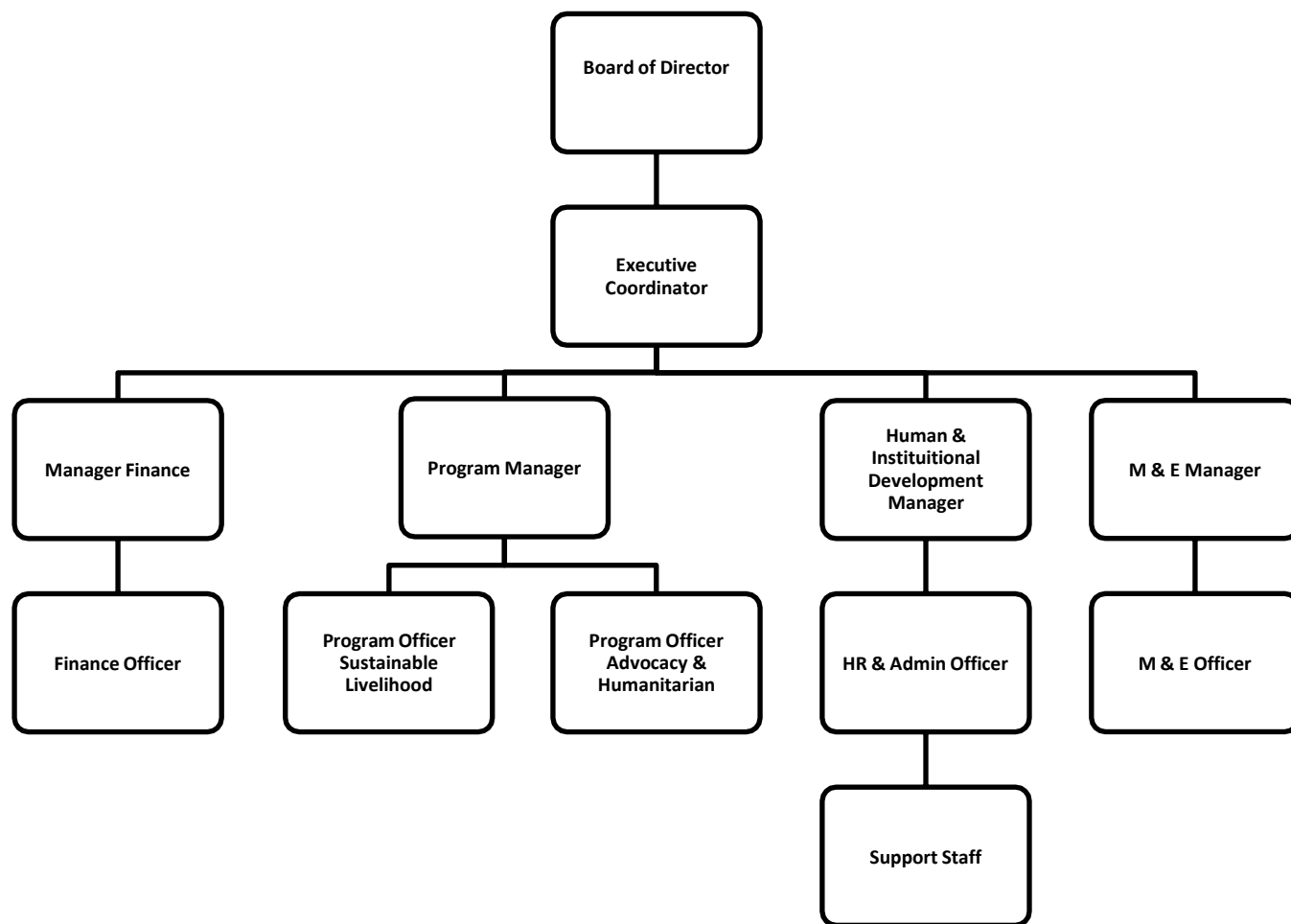
**a. Equal opportunity:** **MDF** provides equal opportunities to men and women and for this purpose, such rules and procedures have been proposed that enable both men and women to show their potential. In some areas where women mobility is restricted or literacy levels are low or they face any constraints that hinder their performance, the **MDF** management is allowed to relax rules as compared to those applicable to men to bring women at par with men. Special considerations to be given to physically challenged people and apply gender perspectives while making HR decisions.

**b. Transparency:** Though certain levels of supervisory staff enjoy authority over others, all decisions are documented and the basis of decisions is generally known to all **MDF** employees.

**c. Flexibility to meet diverse requirements of the program:** **MDF's** operations may cover diverse areas, population, casts and languages; hence few procedures may change from region to region subject to approval from ED or governing body.

Organizing Action Towards Humanity is a non-governmental organization established in 2009 and registered in 2010 in reaction to the need of developing the community by keeping in view different issues of the society through mobilizing the available resources from the society for the community development programmes which covers the rural development programme as well as assisting the government in implementing development programmes, , providing support base for designated health activities, , women rights and empowerment programmes, enhancing the corporate social responsibility by taking different initiatives for poverty alleviation programme.

The approved Organogram of **MDF** is as follows:



### ***Our Vision***

“Marginalized communities working together for their common interest to improve the quality of life through optimal utilization of available resources for sustainable development.”

### ***Our Mission***

“MDF works to improve the quality of life among marginalized communities through optimal utilization of resources. Adopting a right-based approach to build capacity of communities, focusing on marginalized groups for sustainable development interventions. MDF believes on inclusion at all level of its interventions through networking & strategic partnership.”

# **SECTION B**

## **CODE OF CONDUCT**

### ***1.0. SCOPE AND APPLICABILITY***

Code of conduct is a statement and description of required behaviors, responsibilities, and actions expected from employees of **MDF**. **MDF** code of conduct focuses on professional, legal, ethical and social behaviors and is applicable to all employees as individuals and as organization in their social or work life, providing guidance on how to act in cases of doubt and/or confusion. . To meet this commitment, **MDF** has issued this code of conduct applicable to all employees across all departments and sub offices and aligned employee conduct with the organizational values and ethics that reinforce **MDF**'s vision, mission, values, procedures and policies.

This code of conduct is not exhaustive and may not anticipate every situation which may morally, ethically, professionally, legally compromise the employee or **MDF**'s interests. In this regard **MDF** expects its employees touse their common sense and sound judgment. However, compliance with this Code is a mandatory obligation owedby all employees to each other and to **MDF**. Breach of this Code or any requirements mentioned in this manual will result in disciplinary action and may lead up to and including summarily dismissal or other appropriate disciplinary actions.

### ***1.1. CODE OF CONDUCT POLICIES***

#### **1.1.1. EQUAL EMPLOYMENT OPPORTUNITIES**

**MDF** as an organization is committed to equality of opportunity and inclusion. Equal opportunity policy ensures that there is no discrimination in the recruitment, retention, training and development of staff on the basis of gender, marital status, religion and belief, political opinion, race, age, disability, socio-economic or cultural background, on the basis of having or not having dependents, or any other. Efforts shall be made that men and women staff members have equal access to opportunities at all levels of the organization through ensuring gender sensitive selection processes for appointments, promotion and training. **MDF** will ensure to increase the proportion of women staff members at all levels where they are under-represented. Until gender balance is achieved at all levels, affirmative action will be taken at all levels (Official/Employee), priority will be given to women candidates when they are equally qualified in a gender imbalanced environment.

#### **1.1.2. HARASSMENT AT WORK**

Harassment of employees in the workplace based on characteristics protected by Pakistan law and/or including but not limited to sex, race, color, ethnicity, caste, ancestry, religion, age, disability or marital status is counter to the mission of **MDF** and such violation is to be treated as disciplinary matter and/or provisions given in law of the land. It is **MDF**'s policy to prohibit harassment of any of its employees by anyone, including any supervisor, co- worker, vendor, client or customer. For the purposes of this policy, "workplace" also includes organization sponsored social events, work related travel or similar situations connected with employment.

**MDF** take allegations of harassment seriously, respond promptly to complaints and do not tolerate retaliation against individuals alleging or cooperating with an investigation of harassment. Where it is determined that inappropriate conduct has occurred, **MDF** act promptly to eliminate the conduct and impose corrective action as necessary up to and including termination of employees responsible for such acts and sever relationships with vendors, clients or customers if required.

### 1.1.3 SEXUAL HARASSMENT

**MDF** fully complies with the **Protection against Harassment of Women at Workplace Act, 2010**. As per Clause 1 of this act, Sexual Harassment is defined as any unwelcome sexual advance, request for sexual favors or other verbal or written communication or physical conduct of a sexual nature or sexually demeaning attitudes, causing interference with work performance or creating an intimidating, hostile or offensive work environment, or the attempt to punish the complainant for refusal to comply to such a request or is made a condition for employment, is unacceptable behavior in the workplace, including any interaction or situation that is linked to official work or official activity outside the office. All such acts are a violation of this Act and **MDF** policies.

**MDF's** policies prohibits any behavior on the part of an **MDF** employee which constitutes any form of sexual misconduct, including sexual harassment, sexual exploitation, and sexual violence towards any other staff member, client, beneficiary, or other individual participating in a **MDF** activity. Retaliation for reports of sexual misconduct is strictly prohibited and will not be tolerated; Sexual misconduct and/or retaliation of any kind will result in termination of employment. For the purposes of this policy, (**MDF**) employees include international staff, national staff, volunteers, interns' consultants, temporary employees, field staff or temporary contractors. **MDF** is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race ethnicity, age, religion, or any other legally protected characteristics are not acceptable. As an example, sexual conduct (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Reporting methods and mechanisms and circumstances under which harassment cases are to be dealt with are explained in detail under **Section H , Chapter XXV- Disciplinary Policy and Procedures** of this manual.

### 1.1.4. ABUSE AND VIOLENCE

**MDF** is committed to providing a safe work environment. Any form of violence, threats of violence, intimidation of others or attempts to instill fear in others will not be tolerated. The possession of a weapon in the workplace, or while conducting **MDF's** work, menacing behavior or "stalking" is all prohibited actions. Violations of this policy may lead to disciplinary action up to and including termination and the involvement of appropriate law enforcement authorities. Any person who exhibits such behavior may be removed from the work site for investigation purposes immediately. **MDF** will attempt to resolve the complaint within a reasonable period of time while preserving the confidentiality to report situations that may have a risk of violence.

**MDF** requires all of its employees to abstain/refrain from any sort of Child abuse which could be physical, sexual, and emotional and in neglect forms. Child labor as per law is strictly prohibited.

### 1.1.5. APOLITICAL, NON-SECTARIAN POLICY

**MDF** is a non-sectarian, apolitical, non-Profit oriented organization without regard to sectarian or political considerations in areas where it works. It is, therefore, necessary for all **MDF** employees, both individually and collectively, to abstain from any activity that may be perceived as aligning them or **MDF** for or against a sectarian or political cause, issue or faction.

Adherence to this policy is one of **MDF's** major strengths; it underpins much of our effectiveness and is a condition for assignment to any **MDF** position. Employees at all levels are required to comply with this policy in order to preserve and enhance this organization's reputation and effectiveness.

Individuals may, of course, speak out as individuals on matters of personal concern, and this policy in no way abrogates that right. Care must be taken, however, to assure that such statements are neither made, nor are likely to be interpreted as being made, on behalf of **MDF**.

In politically sensitive situations, Employees must be acutely aware of how their words and actions impact those around them, as whatever they say or do, will very likely be interpreted as reflecting **MDF**'s position. Each employee must, therefore, exercise prudence, common sense and sensitivity in assessing any situation carefully before speaking out in sensitive situations.

Employees at any level may never engage in politically sensitive action without advance approval from ED. When employees at all levels believe a situation so compelling that it warrants **MDF** as an organization making a public statement, the ED will approve that public statement first.

#### **1.1.6. ALCOHOL AND DRUGS POLICY**

**MDF** maintains a work environment free from the harmful effects of alcohol and drugs. In recognition of the serious consequences to **MDF**, all its employees are subject to the following:

Any employee who unlawfully manufactures, distributes, dispenses, possesses, uses or is impaired by a controlled/prohibited substance or who manufactures, distributes, dispenses, possesses, uses or is impaired by alcohol on the job, whether on or off **MDF** property, will be subject to discipline, up to and including immediate termination.

All employees, as a condition of employment, are required to notify HR or HOD of any criminal drug statute conviction for a violation involving a controlled/prohibited substance, as per laws of Pakistan, occurring on the job immediately on such conviction.

**MDF** reserves sole right to conduct a drug test of any employee suspected of violation of this policy.

#### **1.1.7. CONFLICT OF INTEREST POLICY**

**MDF**'s policy requires that each be free of any personal interest that could influence his or her judgment or action in the conduct of organizational business or affect his or her responsibility to **MDF**. An employee must not only avoid situations that give rise or could give rise to a conflict of interest, but also situations that create the appearance of a conflict of interest.

This policy is not intended to detail every situation that could give rise to a conflict of interest. A person with ordinary good judgment should know whether or not a particular activity involves an actual or potential conflict. Where there is a doubt, the matter should be brought to the attention of the ED or BOD as appropriate who will take actions accordingly.

No employee may serve as a director, officer, employee, partner, consultant, agent or representative of an organization not affiliated with **MDF** if the potential for a conflict of interest exists. In general, a conflict of interest can arise if:

- a) It is likely that the performance of a person's duties as a **MDF** employee or governing body member could be prejudicially influenced by that person's other interests (private, personal or professional), or that a reasonable person would believe that the person could be so influenced; or
- b) A person's participation as an employee of a **MDF** or a governing body member could be prejudicially influenced by the interests of organization that the person is representing, or that a reasonable person would believe that the person could be so influenced.

#### **1.1.7.1. INVOLVEMENT WITH OTHER ORGANIZATIONS**

All employees and governing body members must declare in advance, any relationship with persons, firms or companies, which have dealings with **MDF**. They must also declare in advance if: a) they are directors or partners in a firm or company, which propose to have any dealing with **MDF**; b) if their immediate family members (spouse, parent, child, brother and sister) hold directorship or partnership in organizations, which propose to have any dealing with the **MDF** and c) if to their knowledge, a member of their immediate family has any financial interest in any matter being considered by **MDF**. Individuals who fail to make declaration of a conflict of interests as explained above are liable to account to **MDF** for any profit made or benefit received from or in respect of the failure or violation.

No employee or their family member may have, directly or indirectly, a significant financial/employment or other interest in, involvement with or obligation to, any organization which does or seeks to do business with **MDF**, unless the interest or obligation has been fully disclosed in writing to the employee's line manager, ED or governing body and it has been determined that the employee's duties for **MDF** will not require him to make decisions or take actions that could be influenced by such interest, involvement or obligation. A "family member", for purposes of this policy, includes a close relative (by blood or marriage) and also any person living in the same household with the employee.

#### **1.1.7.2. OUTSIDE WORK**

A conflict of interest may also exist when an employee engages in an independent business venture or performs work or services for another organization to the extent that the activity prevents the employee from devoting the time and effort to the organization, required by his or her position. In such cases, the written approval either of ED must be obtained in the case of all full-time employees in such situations.

#### **1.1.7.3 GIFT AND ENTERTAINMENT**

No employee or member of his/her family may accept, directly or indirectly, any gift, entertainment of favor from an individual, private or public organization that stand to benefit from an action of **MDF** except for promotional materials type gifts and entertainment, meals and social invitations that are in keeping with good working ethics and that obligate neither the recipient nor **MDF**. For example, if a vendor offers free or reduced services or goods to an employee or to a member of an employee's family in exchange for a contract with **MDF**, this is considered a conflict of interest and must be immediately reported.

Payment of personal/official transportation, hotel room or other living and traveling expenses must not be accepted or permitted, except when travel and participation are as part of a group hosted by a supplier or customer representative, is work related and is promptly reported to management.

No employee or member of his/her family may accept directly or indirectly any gift neither in kind nor in cash, from a current or potential **MDF** beneficiary. An ordinary meal is acceptable only when it is customary and obligates neither the recipient nor **MDF**. If there is any doubt as to whether it is proper or not proper to accept a gift, travel, entertainment, etc., respective line manager should be consulted.

#### **1.1.7.4 MISUSE OF PROPRIETARY INFORMATION**

Information (e.g. future plans, competitive bids/proposal for funding, sponsorships, employee lists, etc.) obtained as a result of employment that is not generally available to the public, may not be communicated to any individual(s) or organizations outside **MDF** till two years after retirement/separation from the services of **MDF**.

#### **1.1.7.5 MISAPPROPRIATION OF BUSINESS**

A conflict of interest may also exist when an employee, without the knowledge and consent of the **MDF** Management, appropriates to himself or herself, or to another person or organization, the benefit of an arrangement of a business venture, opportunity, or potential that the employee learns about or develops in the course of employment and that is related to any current or prospective undertaking of **MDF**.

#### ***1.2. RESOLVING QUESTIONABLE SITUATIONS***

Any employee who is, or thinks he may be, confronted with a conflict of interest situation should immediately request a determination from HR Department and or ED as to whether, based on full disclosure and consideration of all relevant facts and circumstances, such a situation in fact exists, and if so, what steps should be taken to correct or avoid the situation.

# **SECTION C**

## **Recruitment & Selection**

### ***1.0. POLICY***

As an Equal Opportunity Employer, **MDF** is committed to ensuring that our employment policies are effective, fair, reflect best practices and meet the requirements of employment legislation in Pakistan and organizational needs. This Policy sets out the principles of good practices in recruitment & selection, and in promoting equality of opportunity for all candidates. **MDF** ensures that there is no discrimination in the recruitment & selection of staff on the basis of gender, marital status, religion and belief, political opinion, race, age, disability, socio-economic or cultural background, on the basis of having or not having dependents, or any other. Efforts shall be made that men and women staff members have equal access to opportunities at all levels of the organization through ensuring gender sensitive and disability perspective in selection processes for appointments. **MDF** will ensure to increase the proportion of women and physically challenged staff members at all levels where they are under-represented.

### ***1.1. PURPOSE***

The Recruitment & Selection Policy and Procedures aim to achieve the following objectives:

1. To provide a systematic framework and procedures for resourcing leading to the best possible selection decisions so that the objectives of the organization can be achieved;
2. To ensure that the candidates with right knowledge, skills and abilities and other desired characteristics for each vacancy are available to the organization at right time.
3. To benefit from the diversity that different people can bring to the post and the organization with a special focus on gender and disabilities.

### ***1.2. PREPARING TO RECRUIT***

#### **1.2.1. ASSESS REQUIREMENTS & SUCCESSION PLANNING**

**MDF** considers recruitment as primarily a strategic exercise in the context of an overall workforce plan. It provides an opportunity to attract the right appointee who will contribute effectively towards meeting future key objectives. Recruitment decisions are of long-term strategic importance. The management encourages filling the positions

1. **Internally** - through transfers or by promoting the right talent but not compromising the essential and desirable requirements of the job.
2. **Externally** – By advertising in news papers, job portals, referrals and Head Hunting Services etc.

It is the responsibility of HR department to develop succession plans and identify those with the potential to assume greater responsibility, provide critical development experiences and promote career development opportunities under a structured and informed decision making mechanism to retain and win employee commitment towards the organization.

## **1.2.2. POSITION PROFILE**

### **1.2.2.1. EXISTING APPROVED POSITIONS**

Every job, without exception, must have a written job description listing the main duties and responsibilities. The job description for all replacement vacancies is checked and amended where necessary. Development of job descriptions and their dissemination is the mutual responsibility of the department heads and HR department. A sample Job Description Form is recommended. **(Annexure Chapter VI-1)**. Each job must have a person specification which sets out the experience, knowledge, skills, abilities and qualifications required by an applicant.

### **1.2.2.2. NEW POSITIONS**

Position descriptions and person specifications (commonly referred to as job descriptions) is a mandatory document in the resourcing process ensuring effective matching of potential candidates to the specific requirements of the position and that selection decisions are valid. They should not be varied significantly once advertising has commenced.

If it is a new position, the HR department assists the department head to define tasks components, responsibilities and outcomes (productivity/output) of the position, qualifications, knowledge, skills and personal abilities required for good performance (the selection criteria). Selection criteria are set out in the person specification and are generally described as 'essential' or 'preferred'. The 'essential' requirements are kept to a minimum to avoid unnecessary candidate exclusions. Position Requisition Form is used for this purpose. **(Annexure Chapter VI-2)**.

#### **1.2.2.2.1. APPROVAL FOR NEW POSITION**

Formal approval to create and to fill a new position of any grade must be obtained from ED who has authority approve/disapprove new positions on behalf of governing body/BOD. A Position Requisition Form is used for this purpose with the relevant position description and person specification attached. HR department is required to update the organogram immediately after the approval of a new position.

## **1.2.3. DECIDING ON THE TYPE OF CONTRACT**

Before the approval of "Position Requisition Form", consideration must be given as to whether or not the vacant post needs filling in its existing form and/or in any other form as per the type of contracts allowed in this manual. Factors that influence this decision include budgetary constraints, requirements of the service and continuity of position/job etc. With all contracts (apart from casual) many employment rights are effective either after confirmation or after one year's service. Currently there are three main types of contracts: -

1. Open Ended Contract
2. Fixed Term with Regular Terms of Employment
3. Fixed Term Consolidated Terms of Employment

For details of these contracts please refer to **Section D, Chapter IX – Employment Policies**

## **1.3. RECRUITMENT**

Recruitment takes place only after proper requisition is made according to the attached Position Requisition Form, and approved by ED on behalf of BOD.

### 1.3.1. BUILDING RESOURCE POOLS

#### 1.3.1.1. ADVERTISING OF POSITIONS

**MDF** makes reasonable attempts to recruit as widely as possible; to find and appoint the best possible applicant for a vacant position. **MDF** uses following media for advertising/attracting prospects preferably as per following available channels in **one or multiple combinations**:

1. Internal announcement board
2. MDF website
3. Job portal websites
4. At least one Local and/or national Newspapers
5. Head hunting (referrals)

HR Department will take care of advertisements (for different levels of organizational structure) to be placed in the newspaper and/or other medium that is most appropriate for the job that is being advertised and are placed in such a manner as to reach the maximum pool of potential applicants, as efficiently and effectively as possible

The contents of the advertisement are agreed and approved by ED as and when required. HR department is responsible for the placing of the advertisements both internally and externally. Critical positions and positions which cannot be filled through internal selection and placement are advertised externally by the HR department. A sample **Job Advertisement Template** is attached as **Annexure Chapter VI-3**.

The following information is contained in all (open to advertise) advertisements, irrespective of the media in which the advertisements are placed:

1. A brief introduction of MDF
2. The title of the job.
3. A brief description of the duties associated with the job.
4. The preferred and essential requirements (including formal qualifications and/or experience) of the job.
5. Contact information (including name, telephone and fax number, e-mail address, website and job portal address).
6. A clear indicator of the closing date for applications.
7. Wherever possible, specific details on terms and conditions of employment, levels of remuneration and other benefits are also included. This allows prospective applicants to assess whether they would gain or lose by changing employment.

#### 1.3.1.2 USE OF EXTERNAL RECRUITMENT AGENCIES

The process entailed in external advertising to the selection process is handled by the HR department. However, in situations whereby there are sensitivities/difficulties to recruit good caliber candidates, the HR department/management make use of external Recruitment Agency specifically for hiring on that particular position. The use of the Recruitment Agency is considered as a last option, i.e., after attempts have been made to advertise for external candidates and such attempts have been unsuccessful or circumstances do not permit open advertisements.

## **1.4 SELECTION**

### **1.4.1. SELECTION PRINCIPLES**

**MDF** always adheres to the Selection Policy in selecting appropriate applicants for employment at **MDF**.

The selection process is based on the core competency criteria and inherent requirements of the job, relevant to competence in the specific post in question.

A person is suitably qualified for a job within **MDF** as a result of the combination of the following:

1. Formal qualifications
2. Relevant and proven experience, or
3. Meeting the essential competencies identified for the post
4. Capacity to acquire, within a reasonable time, the ability to do the job.
5. Professional membership or association, registration (if required).

Selection Criteria and the inherent requirements of the job are the basis for any recruitment & selection decision.

### **1.4.2 ESTABLISHING THE SELECTION CRITERIA**

**MDF**'s selection criteria specify knowledge, skills and abilities required for desired performance in a position, and are determined by the requirements of the job.

The concerned line manager in concurrence with the relevant Department Head and HR Department determines the criteria that are used in the selection process. Minimum requirements are all the skills, knowledge and abilities from the job description that the successful candidate must possess at the time of hiring.

### **1.4.3 SHORT-LISTING**

**MDF**'s short listing refers to the process of reducing the number of applicants to be considered for interviews. In the process of short-listing applicants **MDF** proceeds in a fair and non-discriminatory manner. Applicants are short listed according to the selection criteria. The number of candidates on the short list is restricted to those who, in their applications, show that they clearly meet the essential criteria; i.e. they meet the specified requirements for the job. HR Department applies the short-listing criteria to come up with initial shortlisted candidates. A template for initial short listing is recommended for the purpose. **(Annexure Chapter VI-4)**

As a second step and in situations where a large number of applicants meet the essential selection criteria, a further short-listing process may be required based on the remaining criteria. A short listing committee ( which could be Selection committee as well) comprising of at least three staff members including Department Head along with HR representative will do the final short listing. A minimum of three candidates are short listed for the interview process however there may be certain situations where three candidates are not available due to urgency or nature of position. In such cases the Hiring Authority (ED or person delegate) will see the genuineness of the case and accord approval.

### **1.4.4. INTERVIEWS**

#### **1.4.4.1 PREPARATION FOR THE INTERVIEW**

Subsequent to the final selection process (interviews and Tests), an interview with each of the finally short listed candidate takes place. The purpose of such an interview is to add value to the selection decision. It is crucial that interviewers are well prepared. Interviewers should understand the position and its requirements and be familiar with the **MDF**'s recruitment objectives. Only the scrutinized candidates are placed for final interview

For the final interview, a proper Selection board is identified which should be minimum three staff members and one of which should be women colleague of peer or senior level. The other two members are HOD and ED or person Delegate. HR Representative acts as facilitator and default member of the Selection board. Interviewers on the board panel are required to be:

1. Fully informed about the job that is to be filled. This information includes a thorough knowledge of the contents of the job and its key result areas;
2. Clearly informed about the selection criteria to be used in the interviewing process;
3. Aware of the importance of a consistent application of the selection criteria;
4. Informed about the salary range for the position

#### **1.4.4.1.2 THE INTERVIEW FORMAT**

The interview consists of the following segments:

1. Introductions and overview of the structure of the interview.
2. Questions directed at the interviewee's work experience, knowledge and qualifications for the position.
3. Overview of the position and **MDF**.
4. Opportunity for the interviewee to ask questions.
5. Summary of interview including the way forward.

#### **1.4.4.1.3 INTERVIEWING & TESTING APPLICANTS**

All criteria and competency-based questions asked in the interview are based on the inherent requirements of the job. The same selection procedures are applied consistently to each candidate applying for the same job. The questions directed at candidates are critical, and they are phrased in such a way so as not to convey attitudes, assumptions or prejudices. All questions that are not relevant and cannot be justified in terms of the inherent job requirements are excluded. Detailed interview guidelines are available as **Annexure Chapter VI-5**. Some of the sample questions which may be asked during the interview are also available as **Annexure Chapter VI-6**.

Interviewing candidates is usually not enough. MDF ensures that a subject related technical test on computer or otherwise is conducted for all the finally shortlisted candidates. Care must be taken while designing the test as it must consist of the contents to gauge the suitability in terms of technical knowledge, writing expression, ability to work on computers and manage the work within timelines. Candidates must be informed to ensure writing their names & signatures on the answer sheet and delete the file permanently from the computer.

All applicants are assessed against the selection criteria on the Individual Interview Evaluation Sheets (**Annexure Chapter VI-7**), and results for each candidate are consolidated in the Final Combined Interview Evaluation Sheet (**Annexure Chapter VI-8**).

Once all applicants for a post have been interviewed & tested, the selection committee panel considers the results of all the applicants. A recommendation (by a majority decision) is then made as to the most suitable applicant for the position (on the final selection sheet), and name of the recommended applicant and his/her backup (along with negotiated salary/benefits) is communicated, and submitted to ED for formal approval.

The final assessment sheet should be signed by the interviewers or all the members of the interviewing panel and shall be retained in recruitment files along with individual assessments and Test answer sheets.

#### **1.4.5. REFERENCE CHECKING**

Reference checking is an essential part of the selection process. Reference checks are only carried out for applicants recommended by the selection board panel. The person performing the reference check obtains the following possible information during the course of the reference check:

1. Name and designation of the person in the last appointment.
2. A confirmation of the applicant's employment history, including date of starting service with the previous employer.
3. The applicant's position and remuneration details; the job requirements and key performance areas of the applicant's current position.
4. An assessment of the employee's performance and conduct.
5. Information about the applicant's personality, specific history related to gender and general conduct in previous organization.

Reference checks for **MDF** are done in a consistent manner and do not contain any discriminatory elements. Sample Reference Check Form is attached. **(Annexure Chapter VI-9)**

#### **1.5. SALARY NEGOTIATION**

HR Departments or chairperson of Selection committee will negotiate and finalize the salary with the candidate and approval from the concerned authority will be sought. However, while negotiating the salaries and benefits, Selection committee must be sure that the internal equity is maintained within existing employees as much as possible while offering salaries to selected candidate.

#### **1.6. OFFER OF EMPLOYMENT AND APPOINTMENT LETTERS**

##### **1.6.1. OFFER OF EMPLOYMENT**

1. When the reference check has been completed, an offer letter **(Annexure Chapter VI-10)** is prepared by the HR department and signed by the person delegated with authority. i.e, ED or HR Rep
2. The confirmed offer is then sent to the successful applicant as soon as possible.
3. The applicant is required to accept or reject the offer as set out in the confirmed offer within a clearly specified period of time (10 working days).

The Confirmed Offer Letter contains information relating to:

1. The post being offered;
2. The remuneration, benefits, allowances and other monetary and non-monetary benefits attached to the post;
3. The place and person to whom the applicant would report if the applicant accepts the offer of employment.

##### **1.6.2. APPOINTMENT OF RECOMMENDED APPLICANT**

Employment contracts and related office orders will be prepared and circulated by the HR department to all concerned. For types of employment contracts and further details please refer to **Section D, Chapter IX – Employment Policies** sub policy **Employment Contracts**.

### **1.6.3. LETTER OF REGRET**

Letters of regret are issued to all applicants who qualified for the final board interview against an advertised position but failed to secure the position. Sample regret letter is attached as **Annexure Chapter VI-11**.

### **1.6.4. MEDICAL EXAMINATION**

MDF **may** decide to conduct Medical Examination of candidates before joining if desired. In such situation, the offer letter must clearly spell out that the offer is conditional & subject to receiving satisfactory medical report..

## ***1.7. RECRUITMENT IN EMERGENCY SITUATIONS***

**MDF** may require responding to emergency situations (Man-made or Natural disasters) in Pakistan and act solely or as part of network under funding from one or more donors for short and medium term duration. **MDF's** response to emergency situation and relief work depends on how quickly it deploys team on the ground. Following policy actions and waivers will be followed in emergency specific context.

1. BOD/CEO will identify the immediate requirement of size of a team, basic qualification and experience requirements and give approval to any waivers to the procedures if required.
2. The constitution of selection board with minimum three members can be reduced to two.
3. Reference checks can be done telephonically.
4. Condition for written test can be waived off.
5. Relaxation can be given in qualification criterion considering the geographical and demographic factors and affirmative actions are taken to encourage women candidates to join.

### ***1.0. PERSONAL FILES***

1. This policy applies to all confidential employee files maintained in the Human Resources Department. All personnel files maintained in the Human Resources Department are private and confidential.
2. Except as specifically provided in this policy, no person is permitted any access whatsoever to these files.
3. Only the following individuals apart from HR department will be permitted access to the contents of files:
  - a. Designated Employees of the Accounts/Finance Department
  - b. Designated Employees of the Audit Department
4. Records from personnel files are made available to the following individuals for reference with respect to their employees only:
  - a. ED
  - b. Head of Department of that concerned Employee
5. Only the designated personnel of the HR Department are permitted to add or remove a document from an employee's file.
6. Under no circumstances shall any file referred to or made available under this section be physically removed from the HR Department. Only copies of the files may be made available under special circumstances.
7. A personal File must contain the following (Including but not limited to) documents
  - a. Copy of NIC
  - b. Copies of qualifications degrees, certificates and Trainings attended
  - c. CV ( Submitted at the time of hiring)
  - d. Employee Information Form
  - e. Reference Checks & letters
  - f. Signed and acknowledged offer letter
  - g. Joining Report
  - h. Original signed contracts/ Extension letters/Confirmation letter
  - i. Leave records and applications
  - j. Performance Review Documents
  - k. Disciplinary and Grievance
  - l. Documents related to Separation like Resignation letter/Termination letter
8. All the new hires/recruits are expected to submit the following documents to HR department
  - a. Employee Information Form ( Sample form is attached as **Annexure Chapter VII-1)**
  - b. Two Passport Size Photographs
  - c. Reference Letters
  - d. Joining Report
  - e. Medical Examination Form ( If required)
  - f. Attested Copy of CNIC
  - g. Attested Photocopies of credentials.
  - h. BANK ACCOUNT FORM from the HR/Finance department if bank is different from MDF's Bank and otherwise submit Account Number to HR for pay transfer after appointment
9. All information if contained in the **MDF's** computerized personnel files (HRIS) is also considered private and confidential. Access to such information is restricted to conform to the intent of this policy.
10. Persons requiring information from HRIS files are required to make a written request to HR which assures compliance with this policy

### ***1.0. POLICY***

It is the policy of **MDF** to welcome and orient new employees in a timely and consistent manner in order to ensure full understanding and compliance with **MDF** policies and procedures. Organized orientation training is a key stage and ensures that new starters are retained and then settled in quickly in their productive roles.

### ***1.1. INTAKE AND INTRODUCTION***

1. An announcement of all new hires will be made to relevant **MDF** employees/departments on the start date or sooner.
2. New employees will be introduced to colleagues working in the same office on the first day of employment.
3. New employees should have a workplace prepared before they arrive with basic office supplies, desk, and chair.
4. The employee's supervisor is responsible for making sure the departmental orientation/job-specific orientation occurs before the end of the employee's second week of work.
5. The employee's supervisor should review work performance expectations/objectives, and responsibilities of the employee at this time.

**SECTION D**

**GENERAL EMPLOYMENT POLICIES  
AND PROCEDURES**

### ***1.0 PURPOSE AND SCOPE***

**MDF** seeks to attract, motivate and retain the best people in the right positions needed to enable the organization to successfully achieve its vision and mission.

Section D describes the policies rules, procedures and exceptions, necessary to regulate the matters related to:

1. Employment contracts/categories,
2. Employment of close relatives, disabled persons & interns
3. Employment after superannuation age/rehiring
4. Transfers & Promotions,
5. Probations, Confirmations & Notice Periods
6. End of Service Procedures

### ***1.1. EMPLOYMENT CONTRACTS***

#### **1.1.1. EMPLOYMENT CONTRACT POLICY**

This policy explains the types of employment contracts that **MDF** may enter into with its employees. **MDF** uses 3 recognized appointment categories applied consistently across all employee groups. However this policy is not applicable to already hired employees and will be applicable for any future hiring/contract extensions. The employees hired through third party contractors or outsourced arrangements are not given any employment contract by **MDF**, the discharge of all liabilities in terms of annual increments, minimum wage compliance, incentives, social security, EOBI etc is the sole responsibility of the contractor. The appointments done at **MDF** are a mix of;

1. Open ended Contract with regular Terms and Benefits
2. Fixed Term Contract with regular Terms and Benefits
3. Fixed Term Contract on Consolidated Terms and Benefits ( all benefits are built in the salaries)

**Regular** terms of employment refer to the terms of employment qualifying an employee for inclusion into **MDF**'s Provident Fund, Gratuity, and leave encashment benefits, or regular benefits as the case may be.

**Consolidated** terms of employment mean employment where the employee does not qualify for any terminal benefits (which may include **MDF**'s Provident Fund, Gratuity, and leaves encashment benefits or other benefits as applicable). Consolidated terms are usually issued when hiring is done for donor funded specific projects and employment on such contract is likely to come to an end upon closure of the project. It is deemed understood that all such benefits are inbuilt in to the compensation being offered as a lump sum amount of remuneration. HR department must ensure that specific clauses are added to clarify this aspect in the contract.

#### **1.1.1.1. OPEN ENDED CONTRACTS**

Open ended/ continuing employment under the **MDF** Employment policy is defined as employment for no fixed term or no casual employment and continues until termination either on the employee attaining the age of superannuation (i.e. 60 years) or through termination notices either by the employer or the employee. Open ended contracts are always with regular terms of employment where employees are entitled to the terminal benefits including provident fund, gratuity and earned leaves encashment and/or other benefits in any combination as applicable from

time to time as notified by the management. Standard format of open ended contract is attached as **Annexure Chapter IX – 1.**

#### **1.1.1.2. FIXED TERM / TENURE BASED CONTRACTS**

1. Fixed term employment under the **MDF** Employment policy is defined as employment that will end either:
  - a. On a specified date or at the end of a specified period; or
  - b. On the occurrence of a specified event; or
  - c. At the conclusion of a specified Project.
2. In case of rehiring after superannuation age, fixed term contracts with consolidated benefits will be offered.
3. Subject to satisfactory performance contract and /or availability of funds and projects, may be renewed and extended for another period as approved by the management and previous tenure will be considered as continued for calculation of terminal benefits.

Standard format of fixed term contracts with regular benefits annexed as **Annexure Chapter IX-1**

#### **1.1.1.3. FIXED TERM CONTRACTS WITH CONSOLIDATED BENEFITS**

- a. The tenure of employment contract is initially for a period as fixed by the management on consolidated terms.
- b. Subject to satisfactory performance contract and /or availability of funds and projects, may be renewed and extended for another period as approved by the management.
- c. In case of hiring after superannuation age fixed term contracts with consolidated benefits are given only.
- d. These contracts are issued with acceptance and understanding of the employee that all terminal benefits are built in the remuneration offered in the contract and the said employment is linked to the continuity of the project and establishes no claim on the organization for any regular or terminal benefits.

Standard format of fixed term contracts with consolidated benefits is annexed as **Annexure Chapter IX - 2**

## CHAPTER X - EMPLOYMENT OF CLOSE RELATIVES

### ***1.0. PURPOSE AND SCOPE***

This policy outlines procedures and limitations of hiring family members and applies to all employees of **MDF** and also any out-sourced employees working on the premises of **MDF**.

### ***1.1. POLICY***

Members of an employee's immediate family or relatives will not be considered for employment if employment would:

1. Create a supervisor/subordinate relationship with a family member;
2. Have the potential for creating an adverse impact on work performance; or
3. Create either an actual conflict of interest or the appearance of a conflict of interest.

### ***1.2. BASIC RULES***

1. For the purpose of this policy, immediate family includes: spouse, parent, child, sibling, in-law, aunt, uncle, niece, nephew, grandparent, grandchild, members of household.
2. Employees who become immediate family members or establish a relationship during their service with **MDF**; may continue employment as long as it does not involve any of the above.
3. If one of the conditions outlined occurs, attempts will be made to find a suitable position within **MDF** to which one of the employees will be transferred.
4. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign.
5. If the employees cannot make a decision, **MDF** will decide on its sole discretion which one to keep.

## CHAPTER XI - EMPLOYMENT OF DISABLED OR UNDERAGE PERSONS

### ***1.0. PURPOSE AND SCOPE***

**MDF's** Employment of Disabled Persons Policy complies with the federal and provincial legislation. **MDF** aims to provide opportunities to the disabled especially ex armed focus disabled personnel. This policy is for those who:

1. Have impairment or a disability as defined in the Government of Pakistan legislation. This policy applies to any person who is substantially handicapped in realizing his or her potential earnings in the labor market because of a physical, sensory impairment and in connection with employment procedures of **MDF**.
2. Are responsible for and/or are involved in any supervision/management of disabled employees.

### ***1.1. MDF DISABILITY POLICY***

1. **MDF** will provide a conducive and enabling environment and working conditions for disabled employees.
2. **MDF** seeks to improve access to **MDF** premises for all disabled users of **MDF** facilities.
3. **MDF** will strive to maintain the minimum level of employment of disabled persons as per the legal requirements. Currently it is 2% of total employee strength.
4. **MDF** is committed to ensuring that disabled people are afforded equality of opportunity in respect of entering and continuing employment within **MDF**.
5. **MDF** will take steps to encourage applications from disabled people. HR Department will provide advice, training and support to managers to ensure that:
  - a. Job descriptions, person specifications and recruitment advertisements are drafted so that they do not unjustifiably dissuade disabled applicants,
  - b. Reasonable adjustments to job descriptions and person specifications are considered to accommodate the needs of disabled persons.
6. In order to facilitate the interview process, HR Department will ask all short-listed candidates of any special access requirements. Where these have been conveyed to HR Department, administration and other relevant department will be notified so that appropriate and reasonable adjustments are made if required.
7. All employees are expected to treat disabled employees, visitors with dignity, courtesy and respect.
8. In the event of a redundancy situation, **MDF** will ensure that no disabled employee is treated unfairly. His/her particular circumstances will be given appropriate consideration and reasonable adjustments will be made to any selection criteria.
9. When a disabled employee's conduct or work performance is unacceptable for reasons not related to their disability, **MDF's** disciplinary procedures will be followed. This includes the right to appeal against a formal disciplinary warning or a dismissal decision.

**MDF** has a very concise policy on employment of underage individuals as defined under labor code of Pakistan. Under no circumstances does **MDF** permit employment of any underage individual at any of **MDF** facilities, projects associate office facilities.

## CHAPTER XII- EMPLOYMENT OF INTERNS

Opportunity of Internship maybe provided to suitable candidates studying or qualified in any discipline of education relevant to the business activities of **MDF**. The following procedure will be adopted to allow internship:

### ***1.0. APPOINTMENT OF INTERNS/APPRENTICES***

1. Internships are only allowed provided there is established, recognized evidence available that the department is overworked or lacking human resources.
2. Interns under no circumstances are assigned work of confidential or sensitive nature.
3. Any person interested in internship will apply only to HR department and HR department will solely decide from pool of applicants on the final selected internee.
4. A letter requesting internship from the concerned institution is a mandatory internship requirement.
5. Two consecutive internships cannot be offered to one institution.
6. Internship period is for a maximum of three months (extendable for another 3 to 5 months)
7. A standard stipend is awarded to all interneers irrespective of department /organization in which internship is being offered.
8. Number of interneers will be approved solely by ED.
9. Interneers are bound by all disciplinary regulations of **MDF**, failing which internship is terminated with immediate effect without any notice.
10. The internship is automatically terminated:
  - a. If the internee remains absent for three days consecutively or partly without information.
  - b. On expiry date of an internship.
11. All interneers are required to furnish a written report at the end of their internships.
12. A certificate of completing the Internship will be issued by the HR Department on recommendation of the concerned departmental head.

### ***1.0. POLICY***

1. Depending on the circumstances, **MDF** may consider a former employee for re-employment (this also includes employees retiring from service due to superannuation).
2. To be considered, an applicant must have been in good standing at the time of his/her previous discontinuation of employment with **MDF**.
3. In case of rehiring after superannuation employees are given fixed term consolidated contracts only.
4. If the rehiring is on the last held position then the employee will be hired as a confirmed employee without any probation period.
5. If the rehiring is on a different position than the last held position then the employee will be hired on probation period. The probationary period in this case would be 90 days.
6. Employees, who have been terminated on grounds of violating **MDF** Code of conduct, will not be considered for reemployment under any circumstances.
7. Any project employee who left the **MDF** in good standing after closure of the project can be rehired for any other project on a matching position as decided by Selection Board. However if there are more than one ex employees for one position, senior most employee must be hired first for that particular post provided s/he meets the basic criteria.

### ***1.0. PROBATIONARY PERIOD***

1. Probation is a mandatory employment condition irrespective of the type of employment contract. During this time, the employee or the employer may elect to end the employment for any reason on minimum one day notice.
2. All employees of **MDF** if hired for a period of at least one year or more; will be on a 3 months probationary period during which they learn and gain valuable experience and knowledge required to satisfy their position requirements.
3. Probationary period can be extended in exceptional circumstances for maximum of another up to three months period but that extension must be approved by ED and conveyed to the employee in writing.
4. In cases where employees are hired for a period of less than one year the probation period may be fixed for  $\frac{1}{4}$  of the total tenure of the contract.
5. In case of reemployment request by an employee for tenure of at least one year or more the probation period will be governed by rules as stated in rehiring policy
6. The decisions regarding extensions in probation/confirmations lie with the Head of Department who will recommend to ED for the formal and final approval.

### ***1.1. PROBATIONARY PERIOD EVALUATION REPORT***

Prior to the completion of the required probationary period new employees will undergo a performance appraisal in which feedback is provided on performance, guidance on future direction and to set specific objectives for the next performance appraisal period.

The objective of the Probation Period Evaluation is to ensure that both **MDF** and the employee are satisfied, the role is as agreed, and to decide the continuity of the employment relationship. It is the absolute responsibility of the concerned HR department to ensure that probationary review process is conducted on time.

The format for Probation Evaluation is integral part of Performance Review form and explained in Performance Management Section. The review documented in the Probation Period Evaluation may lead to either

1. Extension in probation or,
2. Confirmation of employment
3. Discontinuation of employment

### ***1.2. EXTENSION IN PROBATION***

In instances where a line manager states that the incumbent is not performing the entire job but makes a positive assessment of the employee's potential, he/she may recommend an extension of the probationary period of not more than an additional up to ninety (90) calendar days. The employee must be informed of this extension and the Probationary Period Evaluation recommendation is sent to the HR Department, advising them of the extension of the probationary period. Prior to the end of the extended probationary period, a final performance review takes place.

In case of non compliance or not being able to inform the HR Department, HR Department will have the full authority to issue release from service orders.

### ***1.3. DISCONTINUATION OF EMPLOYMENT***

When a probationary review is unsatisfactory, the employee is advised and a Notice of Termination is issued to effect the termination after taking due approvals and procedures. Care must be taken that notice of termination is issued within probation period.

### ***1.4. CONFIRMATION OF EMPLOYMENT***

When a probationary review is satisfactory, the employee is confirmed in his/her assignment and a Notice of confirmation is issued to effect the confirmation by the HR department. The employee will be considered confirmed in his/her appointment from the date of Completion of probation period, hence if applicable under the employment contract, become entitled for terminal benefits from the date of joining except provident fund if available which will start from date of confirmation.

### ***1.5. NOTICE PERIOD***

For all grades and conformed employees, the essential notice period is one calendar month from either side. Any waiver to this notice period requirement is subject to approval of ED. In case of non serving of the notice , payment in lieu shall be paid by the same party. During probation, one day notice period can be given by either party.

### ***1.0. PURPOSE***

The purpose of this policy is to govern internal resource movement through transfer/relocation to provide employees with an opportunity to develop their careers and skill sets or meeting organizational requirements or as a result of any disciplinary action.

This policy provides complete guidelines and clarifies the processes and procedures necessary to complete and regulate all types of transfers/relocations.

### ***1.1. POLICY***

**MDF**, without any discrimination as a policy, gives priority to filling positions internally, through employee transfers/relocations/secondments for employee development, growth and cross learning exposures for the individuals and to fulfill organizational needs.

**MDF** at its sole discretion may transfer/relocate/second an employee from one job/position to another or from one location to another, on a temporary or long-term basis without using the competitive job posting process.

It is mandatory for all employees to accept the transfer to a new location or job as a contractual condition. Employees have the opportunity to express their career aspirations or preferences during the Performance Management review process and/or during various feedback sessions.

### ***1.2. BASIC RULES***

1. A need for transfer/relocation may arise
  - a. As a result of a position becoming redundant.
  - b. As part of an employee's career progression
  - c. As a result of resource requirement for a particular task/assignment/project.
  - d. As a result of disciplinary & Grievance situation.
  - e. As a result of avoiding conflict of interest situation
2. Employee is considered for transfer/ relocation/secondment to another position/department/sector only on completion of a minimum of six months service within the same department.
3. If the transfer/ relocation/secondment takes place during the performance appraisal cycle, and the transfer/relocation/secondment is not based on performance, then the performance of the employee will be evaluated by both the Line Managers / Head of Departments for the period the employee reported to them.
4. Secondment cannot be for more than 3 months and all the expenses related to boarding and lodging (on actual basis) will be borne by the **MDF**. However, boarding and lodging arrangements will be the responsibility of the **MDF** sub office to which the employee has joined. Care must be taken that living arrangements must be reasonable and cost effective. TA/DA/Perdiems claims are not authorized in secondment cases.
5. Permanent transfer/relocation duration is kept open. However, where the employment contract is on fixed term then the same remaining duration will be referred for employment upon such transfers in new location.

6. Temporary transfers cannot be more than 9 months. In such cases the original employment contract will be referred. The distinction between secondment and temporary transfer is mainly the duration. Upon temporary transfer, the employee will be responsible for his accommodation and food expenses after first week (7 days) of his joining. First 7 days will be the responsibility of the **MDF** sub office where the employee has joined. However, no TA/ DA allowance will be given.
7. Relocation is a qualifier of permanent transfer where relocation has taken place between two cities and the distance between two cities is more than 100 kms.
8. On approval of the transfer, the existing Line Manager / Head of Department / ED determine the date of release of the employee based on present work commitments. The Line Manager intimates the employee's date of release to the HOD and HR. On employee's joining the new position / location, the new Line Manager / Head of Department intimate the date of joining the new office to all concerned.
9. The changes in respective employee's profiles are updated accordingly by HR and office order for the purpose is issued respectively with clear instructions, immediately on occurrence but not later than two working days.

## CHAPTER XVI - ACTING MANAGEMENT

Acting appointments are made to **management level** positions only within the Organization. Opportunities for acting appointments usually occur as a result of unanticipated staffing changes, such as turnover, or to implement organizational strategic initiatives. Acting appointments will be made to cover one step up positions or peer level positions.

Appointees are typically expected to perform responsibilities of their current position and the additional responsibilities of the new acting management position. The tenure of Acting Management Appointment is subject to provision of a suitable replacement but limited to a maximum of six months. Acting appointees are eligible to a sum of 10% of their gross salary per month as an acting allowance over and above their regular salary.

## CHAPTER XVII - PROMOTIONS

**MDF** makes every effort to fill vacant and new positions from within, if qualified employees are available. A promotion occurs when an employee is appointed/ placed to a position classified at a higher level grade/salary grade than the former position. Promotion to a higher level position will be accompanied by a salary increase. This increase represents merit, based on performance demonstrated. Generally, promotions result in a higher salary range and salary. Salary adjustments should be budgeted as part of the annual budgeting process. No employee can claim promotion with reference to his qualification and length of service as a matter of right.

Based on the performance appraisal reviews, line managers may recommend the name of their employees for promotion to the next level. These promotions are offered to employees who show initiative and a desire for personal learning and growth which, in return favor the organizational growth path.

The criteria for promotions are as follows;

1. Next level positions are vacant and available in the approved organogram.
2. The employee has performed exceptionally in addition to the assigned responsibilities as per job descriptions and his additional efforts have contributed significantly to the betterment of the department/organization.
3. The employee has gained sufficient experience and job related new knowledge.
4. The employee has demonstrated an ability to take on significantly greater responsibilities through their current position.
5. The employee is recommended by the line manager, departmental head and/or stakeholders on the basis of
  - a. Continuous exceptional performance (Annual Achievement level of A+ for consecutive two (2) years in the same grade or securing minimum B+ and above in last four years.
  - b. Consistent average performance (Annual Achievement level of B and above) for consecutive six (6) years in the same grade.
  - c. When giving recommendations for promotion it should have also been noted that there is a position already available in the respective structure.

Any raise in salary upon promotion will be recommended by Promotion Board keeping in view the internal equity and external market factors in considerations. Promotion board may consist of at least three members including ED, One BOD member and one senior team member). Any salary raise upon promotion will be given through additional increments. An employee meeting above criteria will be eligible for promotion to a post in the next higher level of which he belongs. Double promotions are not allowed. All promotions will be decided twice a year in the months of January and June by a designated promotion board.

### ***1.0. POLICY***

The policy describes the procedures that ensure fair treatment and consistency across the organization and manages the end of service process to maintain good will and good relationships with the employees

### ***1.1. TYPES OF END OF SERVICE***

The employment relationship can be terminated in either of the following ways

1. Voluntary end of service
2. Involuntary end of service

#### **1.1.1 VOLUNTARY END OF SERVICE**

Voluntary end of service includes, but is not limited to instances in which:

1. An employee resigns in writing.
2. The organization and the employee mutually agree that end of service would be in the employee's and the **MDF**'s best interests.
3. The employee fails to return from an approved leave of absence on the date specified by **MDF**.
4. The employee fails to report to work or call in for 10 or more consecutive workdays (10 consecutive uninformed absences).
5. The tenure of fixed term contract of employment ends and is not extended.

##### **1.1.1.1 BASIC RULES**

1. In case of resignation, the confirmed employee is required to serve one month notice of resignation in writing to **MDF**. If the employee fails to serve the required notice he/she has to forego one month's gross salary in lieu of notice.
2. Fixed term employees are liable to give notice as specifically stipulated in their contracts.
3. In case of resignations, the non confirmed employee is required to serve one day notice.
4. All resignations mandate acceptance and approval from the concerned competent authority which is ED or Person delegated with such responsibilities..

##### **1.1.1.2. PROCEDURE**

1. In case an employee decides to resign, the employee is required to submit a written resignation to his/her relevant supervisor addressed to the ED one month in advance of his/her end of service date or as per the terms and conditions laid down in the employment contract. After approval by ED, HR Department would take action for final settlement etc.
2. The term "month" used herein in respect of notice period will be reckoned according to the English Calendar and will commence from the day following the day on which notice is given by the employee or by **MDF** as the case may be.
3. A letter of acceptance/rejection of resignation is issued to the resigning employee regarding the status of his/her resignation by HR.

4. In cases where the contract of fixed term employment ends and no renewal/extension in contract is granted at least 15 days prior to the end of contract, the employee is retired on the contract end date, and no notice of resignation is required from the employee in such case.
5. The salary and allowances of an employee whose service is ending will cease from the date of such end of service.
6. At the end of employment, all the tangible property of the Organization in the employee's possession is to be returned.
7. Employee and HR department are required to complete a Clearance Form and obtain relevant signatures in order to make sure that all outstanding liabilities have been cleared. The employee must hand over all files, keys, equipment and liquidate any cash advances and or any other assets belonging to **MDF**. The Clearance Form is attached as **Annexure Chapter XVIII-1**.
8. Employee should fill in an "Exit Interview Form" and submit it to concerned HR. (**Annexure Chapter XVIII- 2**)
9. At the time of the last payment of salary and final dues to employee, he/she must sign a “**No-Demand Certificate**”, confirming that all payments due from/to **MDF** have been paid and he has no financial, legal or any other claim against **MDF** as all of them stand adjusted to the complete satisfaction of the employee. The No- Demand Certificate is attached as **Annexure Chapter XVIII-3**.

### 1.1.2. INVOLUNTARY END OF SERVICE

The circumstances of an involuntary end of service include, but are not limited to, situations in which:

1. **MDF** elects to discontinue the employment of a confirmed/non confirmed employee at any time for any reason, or for no reason by serving due notice at **MDF**'s option.
2. **MDF** elects to discontinue the confirmed employee's services without any notice or payment in lieu of notice in the event of serious misconduct, non performance on the job, neglect of duty or breach of any of **MDF**'s rules, policies or procedure or the terms of appointment by the employee.
3. **MDF** elects to discontinue the employment of non confirmed or probationary employees without serving any notice or payment of salary in lieu of notice.
4. **MDF** has determined that the need for a position no longer exists (abolition of a post).
5. The service of an employee may be discontinued as a consequence of restructuring, job elimination, and economic downturns in business, lack of work, partial or complete closure of a project, or due to disability of an employee where the employee is unable to perform his/her job, or in case of death of employee.

#### 1.1.2.1. BASIC RULES

1. Management has the right to withhold any end of service benefit as a recovery of loss or funds due to that employee.
2. Withstanding to any involuntary end of service situations except dismissal from service on grounds of gross misconduct, all End of Service benefits will be provided to the employee.
3. Any employee dismissed for gross misconduct is not entitled to any benefit or privileges under these policies and procedures or any other benefit or privilege by the organization.
4. Dismissal from **MDF** service disqualifies a person for future employment with the **MDF**.
5. An employee under suspension will be entitled to his/her 100% of the salary during suspension period.
6. The term “month” used herein in respect of notice period will be reckoned according to the English Calendar and will commence from the day following the day on which notice is given by the employee or by **MDF** as the case may be.
7. The salary and allowances of an employee whose service is ending will cease from the date of such end of service.
8. At the end of employment, all the tangible property of the organization in the employee's possession is to be returned.

9. Employee is required to complete a clearance form and obtain relevant signatures in order to make sure that all outstanding liabilities have been cleared.
10. A fixed term contract employee (less than one year) on consolidated terms is entitled to notice equivalent to probation period, if his/her services are terminated on the basis of the post being abolished.
11. During the probation period, an employee can be discharged without any notice.

## ***1.2. THE EXIT INTERVIEW***

When an employee end of service is approved meaning resignation is accepted and such acceptance is communicated to employee in writing, **MDF** Management (concerned HR department) conducts an exit interview to discuss the employee's reason for/of leaving, areas in which **MDF** can improve, and any other impression the employee may have about **MDF**.

Information obtained during and exit interview is kept confidential. Concerned HR manages the exit interview process.

## ***1.3. FINAL SETTLEMENT OF ACCOUNTS***

### **1.3.1 RETURN OF ORGAIZATIONAL PROPERTY / ASSETS AND CLEARANCES**

Any **MDF** property/assets issued to an employee, such as access identification cards, health insurance card, computer equipment, keys, cars, important files etc must be returned at the time of end of service.

The employees are held responsible for any lost or damaged items. The prorated value of any property issued and not returned is deducted from the employee's final pay check, and the employee is notified in advance for this purpose.

All entitled employees leaving the service of **MDF** other than on grounds of gross misconduct are eligible to receive payment for earned leaves (**if such benefit is offered and employees are entitled**), not yet availed.

1. Leaves will be calculated on prorated basis. If the employee has taken more leaves than actually earned at the time of end of service, the unearned leaves will be deducted from the employee's final pay check.
2. For computation of earned leave amount, the daily salary will be calculated as follows:

**Total gross salary for the month / total number of days in that particular month.**

### **1.3.3. TRAINING/EDUCATION ASSISTANCE COSTS**

Occasionally **MDF** may incur training/education assistance costs on the employee (where the cost may exceeds one gross salary of the employee); the employee is required to serve a specific term with **MDF** as per the training/education assistance agreement signed by the employee. In the event of employee end of service before the specified period is over, the amount of money over and above one gross salary will be recoverable from the employee on prorated basis for the remaining period. The employees Provident Fund and gratuity (if available) will be used if the cost exceeds the employees' one month salary. HR will notify the Finance Department during the final settlement process about the post training period served by the employee.

#### **1.3.4. TIMELINE FOR FINAL SETTLEMENT**

**MDF** will settle all final settlements preferably within 30 days of last working day of the employee. If there is a delay in final settlement this will be communicated to the employee in advance.

## SECTION E

### COMPENSATION AND BENEFITS

**Note: Compensation and Benefit provisions vary within MDFs due to its size, financial affordability and management structure. There will be certain policy and procedures which may not suit to the requirements of MDF and hence considered applicable in future.**

## CHAPTER XIX - COMPENSATION AND BENEFITS POLICY

### 1.0. POLICY

**MDF's** compensation policy utilizes a logical, systematic approach to set pay rates and determine the appropriate configuration of benefits. The compensation includes monetary and non monetary compensation and may include both salary and allowances and perks/privileges.

Several factors influence an employee's rate of pay which include but are not limited to:

1. Employee's relevant qualifications, relevant experience and demonstrated skills.
2. Nature, scope and impact of the position.
3. Amount **MDF** pays to other employees for comparable jobs (internal equity).
4. Amount other employers pay to employees for comparable jobs (external equity).
5. Quality of an individual's performance of an assigned job.
6. The financial ability of **MDF** to pay.

### 1.1. PAY GRADES, STRUCTURE AND JOB SLOTS

For the purpose of clarity and compliance following jobs (but not limited to) are slotted in the respective grades keeping in view flexibility of one position against grades and consistency in applying grades to designations.

| Job Slots     |                                                                                                                                                                               |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Grades        | Positions                                                                                                                                                                     |
| <b>MDF-1</b>  | Driver, Naib Qasid, Office Boys, Peon, Cook, Mali, Security Guards, Chowkidar, Watchman, Sweeper, Janitor etc.                                                                |
| <b>MDF-2</b>  | Driver, Naib Qasid, Office Boys, Peon, Cook, Mali, Security Guards etc                                                                                                        |
| <b>MDF-3</b>  | Senior Driver, Junior Clerk, Store Keeper, Machinery and Equipment Operators,                                                                                                 |
| <b>MDF-4</b>  | Office Assistants, Social Organizers, Cashier, ,senior clerk, Receptionist                                                                                                    |
| <b>MDF-5</b>  | <b>Assistants</b> (Program, Project, M&E, Finance, HR, Admin, IT etc), Senior Social Organizers ,receptionist etc                                                             |
| <b>MDF-6</b>  | <b>Associate Officers</b> (Program, Project, M&E, Finance, HR, Admin, IT etc)/ <b>Assistants</b> (Program, Project, M&E, Finance, HR, Admin, IT etc)/ Executive Secretary etc |
| <b>MDF-7</b>  | <b>Officers</b> (Program, Project, M&E, Finance, HR, Admin, IT etc)/ <b>Associate Officers</b> (Program, Project, M&E, Finance, HR, Admin, IT etc)                            |
| <b>MDF-8</b>  | <b>Coordinators</b> (Program, Project, M&E, Finance, HR, Admin, IT etc)/ <b>Senior Officers</b> (Program, Project, Finance, HR, Admin, IT etc)                                |
| <b>MDF-9</b>  | <b>Managers</b> (Program, Project, M&E, Finance, HR, Admin, IT etc)                                                                                                           |
| <b>MDF-10</b> | <b>Senior Managers</b> (Programs, Projects, Finance, M&E, HR, Administration, IT etc)                                                                                         |
| <b>MDF-11</b> | <b>Directors</b> (Operations, Program, Project, M&E, Finance, HR, Admin, IT etc)/ <b>GM</b> (Operations, Program, Project, M&E, Finance, HR, Admin, IT etc)/                  |
| <b>MDF-12</b> | <b>Executive Coordinator</b>                                                                                                                                                  |

All positions in **MDF** are compensated under a pay (salary) grade structure. A salary grade specifies the minimum amounts payable for a particular position and identifies the salary range. Each position is evaluated on specific criteria

that determine worth of the job. Positions are placed in one of the grades approved by the management on the basis of job descriptions.

The salary scales are required to be reviewed and adjusted periodically as required by **MDF** from time-to-time. **MDF** pay grading structure follows a step increment system where each step is assigned a rupee value or percentage of initial basic pay or minimum gross pay.

| <b>MDF Grades and Pay Scale</b>  |                                                                                               |                                                           |                              |                              |                                            |                                              |                                              |                                                  |                                                                               |
|----------------------------------|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------|------------------------------|------------------------------|--------------------------------------------|----------------------------------------------|----------------------------------------------|--------------------------------------------------|-------------------------------------------------------------------------------|
| <b>Grade</b>                     | <b>Increment Rate</b><br><br>Rupee Amount or<br>fix % of Basic Pay<br>or minimum Gross<br>Pay | <b>Initial<br/>Basic<br/>Pay</b><br><br>(60% of<br>Gross) | <b>Minimum<br/>Gross Pay</b> | <b>Maximum<br/>Gross Pay</b> | <b>First<br/>Year</b><br><br><b>Step-I</b> | <b>Second<br/>Year</b><br><br><b>Step II</b> | <b>Third<br/>Year</b><br><br><b>Step III</b> | <b>Fourth<br/>Year</b><br><br><b>Step<br/>IV</b> | <b>Fifth<br/>Year and<br/>onward</b><br><br><b>Step V<br/>and<br/>onwards</b> |
| <b><u>Staff/Non Officers</u></b> |                                                                                               |                                                           |                              |                              |                                            |                                              |                                              |                                                  |                                                                               |
| <b>Grade-1</b>                   | e.g Rupee<br>amount 1,000                                                                     | 6,000                                                     | 10,000                       | 18,000                       | 10,000                                     | 11,000                                       | 12,000                                       | 13000                                            | 14000                                                                         |
| <b>Grade-1</b>                   | e.g 16% of Initial<br>Basic Pay                                                               | 6,000                                                     | 10,000                       | 18,000                       | 10,000                                     | 10,900                                       | 11,800                                       | 12,700                                           | 13,600                                                                        |
| <b>Grade-1</b>                   | e.g 9 % Min<br>Gross Pay                                                                      | 6,000                                                     | 10,000                       | 18,000                       | 10,000                                     | 10,900                                       | 11,800                                       | 12,700                                           | 13,600                                                                        |
| <b>Grade-2</b>                   |                                                                                               |                                                           |                              |                              |                                            |                                              |                                              |                                                  |                                                                               |
| <b>Grade-3</b>                   |                                                                                               |                                                           |                              |                              |                                            |                                              |                                              |                                                  |                                                                               |
| <b>Grade-4</b>                   |                                                                                               |                                                           |                              |                              |                                            |                                              |                                              |                                                  |                                                                               |
| <b><u>Officers</u></b>           |                                                                                               |                                                           |                              |                              |                                            |                                              |                                              |                                                  |                                                                               |
| <b>Grade-5</b>                   |                                                                                               |                                                           |                              |                              |                                            |                                              |                                              |                                                  |                                                                               |
| <b>Grade-6</b>                   |                                                                                               |                                                           |                              |                              |                                            |                                              |                                              |                                                  |                                                                               |
| <b>Grade-7</b>                   |                                                                                               |                                                           |                              |                              |                                            |                                              |                                              |                                                  |                                                                               |
| <b>Grade-8</b>                   |                                                                                               |                                                           |                              |                              |                                            |                                              |                                              |                                                  |                                                                               |
| <b>Grade-9</b>                   |                                                                                               |                                                           |                              |                              |                                            |                                              |                                              |                                                  |                                                                               |
| <b>Grade-10</b>                  |                                                                                               |                                                           |                              |                              |                                            |                                              |                                              |                                                  |                                                                               |
| <b>Grade-11</b>                  |                                                                                               |                                                           |                              |                              |                                            |                                              |                                              |                                                  |                                                                               |
| <b>Grade-12</b>                  |                                                                                               |                                                           |                              |                              |                                            |                                              |                                              |                                                  |                                                                               |

## ***1.2. SALARY FIXATION***

Specific instances, conditions and rules of salary fixation are given below.

### ***1.2.1. SALARY FIXATION ON NEW HIRING***

1. At time of hiring an employee receives a salary that is at least equal to the minimum of the salary scale for their specified grade against which they are hired.
2. At times due to specialized skill, knowledge, experience and exposure requirements or basis, it may be required to negotiate and offer a starting salary which is higher than the minimum of the salary scale. Any such negotiated salary requires the prior approval of ED. Approval is contingent upon the maintenance of

internal equity within both the Department and the Organization. For this purpose, HR departments are required to compare the negotiated salary with existing employees. Any salary fixation at the time of hiring will be adjusted through additional increments so that grading and salary system remain intact.

### ***1.2.2. SALARY FIXATION ON PROMOTION***

1. Upon promotion of an employee either within the same grade or to the next grade the promotion board / management will decide the raise in salary through increments only. HR/Finance departments are responsible to fix salaries upon promotions ensuring internal and external equity of other employees in the respective grade.
2. All such salary raises will be recommended by the promotion boards considering impact on gross salary. As a rule upon promotions employees will automatically be given minimum one increment of the new grade.
3. In cases where the existing salary of the employee is lower than the minimum salary of the next grade the employee will be automatically adjusted on the minimum salary of the next grade.
4. In cases where the existing salary of the employee is higher than the minimum salary of the next grade, the salary of the employee will be adjusted in the next grade (not less than the present gross salary) and then given one increment as mentioned above.
5. In case of promotion from staff to officer grades, Final Settlement of Accounts will be generated and paid to the employee and new employment contract will be issued with new terms and conditions of employment. However by no means the gross salary will be decreased while adjusting the employee in officers grade keeping in view principles mentioned in Para 3 and Para 4 above.

### ***1.2.3. SALARY FIXATION OF FIXED TERM CONSOLIDATED CONTRACT EMPLOYEES /CONSULTANTS***

Pay of the consultant's appointed on contract is fixed at an amount that is necessary to secure the service of the person capable of discharging efficiently the duties as required by **MDF**, and is based on lump-sum basis/deliverables and the previous established salary / consultancy fee history. The consultants will not be entitled for any benefits, other than under the contract. All such fee and terms of engagement for consultant will be approved by ED.

In case of fixed term consolidated contract employees, for the sake of giving increments or general salary raises, salary breakdown will be applied as per approved corresponding salary pay grade. The salary and the grade will be determined keeping in view the nature of employment and grade's slot identified by concerned HR Department. To keep consistency the salary will be fixed by giving increments in the respective grade if required.

There might be situations where an employee on consolidated contract is converted to regular benefits contract. In such situations, the HR department must ascertain the equivalency in appropriate grade based on existing practices, role and responsibilities and adjust the salary by giving additional increments. Such additional increments and salary fixation is subject to approval from ED.

### ***1.2.4. SALARY FIXATION OF DAILY WAGERS***

Daily wagers can only be hired in Grades 1-4 ( non officer category). Pay of the persons appointed on daily wages basis on any position which is not of permanent nature is fixed at a rate that is at the least compliant with the minimum wages requirement of Govt. of Pakistan and at a rate necessary to secure the service of the person capable of discharging efficiently the duties of the required post and is mostly based on the previous established rate and salary history. All provincial governments announce minimum wage rates and can be obtained from different websites.

### ***1.2.6. GENERAL MINIMUM WAGES RAISE***

**MDF** fully recognizes and is cognizant of the inflationary impact on its employees. In instances where minimum wages levels are changed by the government; such changes will be complied with as per government notifications and would also be applicable on daily wagers and third party labor contracts.

### ***1.2.7. ANNUAL INCREMENTS***

1. ED is the approving authority for deciding annual increments after considering financial affordability.
2. All annual increments will occur with effect from start of calendar year (performance year) i.e Jan 01 of every year, irrespective of date of initial appointment, type of contract, promotion or change of scale for all employees (**Grade-1 to Grade-12**). Period less than six months will be ignored for grant of increment.
3. For cases of employees on fixed term contracts (with benefits or consolidated) where annual increments are given on completion of 12 month services and are now linked with the calendar year i.e Jan 01 of every year and all such cases regardless of grade will be given annual increments.

### ***1.2.8. PAY FIXATION ON MERIT SALARY RAISES OR PERFORMANCE BASIS***

There are situations where promotions are not possible and management can decide and approve to give merit salary raise through additional increments in the best interest of the organization. Any such merit raise is subject to conditions mentioned in **CHAPTER XVII – PROMOTIONS**.

## ***1.3. COMPUTING PAY***

Employees shall be paid salaries/wages on a monthly basis. Each pay period shall commence on the first of every month. As a standard for all computing requirements, a month comprises of actual calendar days in that particular month. Salaries for employees who join after the first day of a month would be paid on prorated basis by the number of days in a particular month.

## ***1.4. MANDATORY DEDUCTIONS FROM SALARIES***

**MDF** is required by law or otherwise to make certain deductions from employee's salaries. Each time payroll is prepared such deductions are itemized and salary slips are printed for all employees. All such deductions are as per law and include items such as income taxes and contributions to benefit funds (i.e. Provident Fund, EOBI, Social Security etc.). It is the responsibility of finance department to distribute salary slips to all employees.

## ***1.5. DISTRIBUTING PAY***

Payments are distributed monthly for services performed during the most recently completed pay period. All salaries are paid into the employee's bank account monthly via auto-payment or cross cheque. Salary payment for first month's pay and the final settlement pay are paid via cross cheque. Pay day would be on the declared pay day of every month. Changes to the scheduled pay date based on holidays or closings will be made and announced in advance by finance department. The employee is responsible to notify finance department about their bank account and any change that may occur. Where no banking system exists, salary is made on specified date in cash by the respective finance department.

## ***1.6. ERRORS AND OMMISIONS IN PAY***

Every effort is made to avoid errors in employee pay checks. However, if it appears an error has been made in any part of the compensation program or process, the HR/Finance department must be notified immediately. The Finance/Human Resource Department will take the necessary measures for correction.

## ***1.7. INCOME TAX REPORTING***

It is the responsibility of each individual employee to file their respective tax returns as applicable. Finance Dept will issue Tax certificate to the employee for this purpose and a copy of the same will be maintained in personal file.

## ***1.8. LOAN***

Loan may be given to employees under exceptional circumstances only. Loan equal to maximum of **three gross pays** at a standard mark up rate notified by finance department, recoverable up to maximum of **three** years subject to availability of own security (**against terminal benefits/FSA**) and employment **contract duration** shall be admissible to all confirmed employees. However, third party/employee guarantees in any form are not acceptable under any circumstances.

## ***1.9. OVERTIME COMPENSATION***

### **1.9.1. STAFF/NON OFFICER GRADES**

**MDF** encourages its employees to maintain a work-life balance; however, periodically staff (Grade 1-4) may be required to work more than 40 hours in one week. (A week for this purpose is considered as declared working days by the management. For **MDF**, a working week means 5 working days. Generally, overtime will be on the requirement of Department Head and the staff may or may not accept to do overtime. However, additional hours may be required to meet organizational needs. Under no circumstances total working hours in a week should not exceed 52 hours. In order to maintain a work life balance and avoid tardiness, head of departments are required to ensure that staff members do not work continuously on overtime. For this purpose, only 8 hours of overtime can be claimed in a week. Overtime is claimed using the Overtime Claim Form (**Annexure CHAPTER XIX – 1**).

There is a single harmonized formula for all overtime. Overtime compensation is made using the following formula:

$$\text{Overtime compensation/hour} = \{\text{Basic Salary for the Month /30days}/8\text{hrs per day}\} \times 2$$

Or

$$\text{Overtime compensation/hour} = \{\text{Gross Salary for the Month /30days}/8\text{hrs per day}\} \times 1.5$$

### **1.11.2. OFFICERS**

Officers Grades(**Grade-5** and above ) are not entitled to overtime.

### **1.11.3. HOLIDAY WORK SHIFTS**

If an employee is required to work on a scheduled holiday; employee will be entitled for an additional 1 day casual leave for each day worked in his/her casual leave balance and no overtime will be paid. Head of department is required to verify and endorse the duty performed on the scheduled holiday.

## 1.0 INTRODUCTION

**MDF** recognizes certain allowances other than salary/wages as notified by **MDF** periodically. Employees working for specific projects or in certain grades may be awarded certain allowances and/or benefits.

### 1.1 TYPES OF ALLOWANCES

These include

1. Phone allowances
2. Marriage allowance
3. Funeral allowance
4. Any other Allowance

#### 1.2.1. PHONE ALLOWANCES

##### 1.2.1.2. MOBILE PHONE ENTITLEMENTS

1. Mobile phones are arranged by **MDF** Administration department. The schedule of entitlements and monthly billing ceilings is as follows.

| Designations/Grades  | Mobile Phone    | Bill Ceiling/Month |
|----------------------|-----------------|--------------------|
| Grade -12, ED        | No Limit        | No Limit           |
| Grade 9-11 Employees | Up to Rs. 500/- | Up to Rs. 0,000/-  |
| Grade 5-8 employees  | Up to Rs. 300/- | Up to Rs. 000/-    |

2. Above entitlements or any changes are subject to approval of ED who will consider the nature of work for which mobile phone provision is important and then give approval accordingly. Above provisions must not be understood as matter of right.

##### 1.2.1.3. MOBILES PHONES WRITING OFF

1. The value of mobile phones changes very frequently and by the time entitled officer is retired or leaves the organization, due to diminution, it becomes negligible.
2. Mobile phone value is treated as part of the perks offered to entitled officers (Grade 9 and above) and expensed out with provision of no recovery of phone at the time of leaving the organization provided they are leaving after two years.
3. Mobile phones will be depreciated at the rate of 33% per annum and any employee leaving within three years of issuance of mobile phone will either return the mobile set or finance department will calculate the book value to be charged on pro rata basis except those entitled officers as explained in para 2 above.

##### 1.2.1.4. USAGE OF MOBILE PHONES

1. It is absolute necessary that **MDF** assets are used with great care. However in case of breakdown of any mobile set, as an exceptional case, only ED can approve the provision of new mobile phone.
2. Mobile phones sets will be issued as one time measure and employee will be responsible for safekeeping of the phone. In case of mobile sets becoming obsolete or inefficient to cope up with the latest trends or

mobile company facilities, the same can be replaced with the new one by treating this as a exceptional case and with prior approval from ED only provided the time period of such sets should not be less than two years. Old/out of order sets will be returned to HOD Admin which will be sold and price received to be adjusted in the purchase of new phone.

### 1.2.2. MARRIAGE ALLOWANCE

1. All employees of **MDF** in Grade 1-4 and with regular benefits contract( Fixed term or open ended) will be entitled for marriage allowance for themselves and their immediate dependent children (upto 1 child only) getting married as per following table.

| Grades                    | Amount       |
|---------------------------|--------------|
| <b>GRADE-1 TO GRADE-4</b> | Rs. 50,000/- |

2. Marriage allowance will be given, on the intimation of marriage after approval of HOD and ED.
3. Approval will be granted on simple application from the employee specifying date of marriage, providing NIC Copies of the couple with the condition that such employee will provide the copy of nikah nama / marriage certificate within 15 days of joining/resuming the office failing which finance department will automatically deduct the amount from the salary and disciplinary action will be taken by respective Head of Dept.

### 1.2.3. FUNERAL ALLOWANCE

1. In case of death of any employee (of any grade/contract) or any member of the immediate family (parents, spouse and dependent children only), employee/dependents will be paid Rs. 10,000/- as funeral allowance.
2. The funeral allowance will be paid immediately on intimation of death to assist the employee/ dependents to meet funeral expenses. Finance department upon intimation from line manager will pay in cash to any representative going to attend the namaz-e-janaza / funeral with the condition that such employee will provide the copy of death certificate within 10 days of joining/resuming the office failing which finance department will automatically deduct the amount from the salary.

## 2.1. TRAVEL POLICY

This policy ensures that employee travel is consistent with the objectives of **MDF**. It also ensures fair and equitable treatment of employees by defining procedures for authorized organizational travel and guidelines for expenses reimbursement.

### 2.1.1. RESPONSIBILITIES

#### 2.1.1.1. EMPLOYEE'S RESPONSIBILITY

1. Employees are required to use the official "Travel Authorization Form" (**Annexure Chapter XX –1**) signed by the respective Head of Department & ED.
2. Notify support functions (respective administration department) or designated travel agent at least one week in advance for necessary travel arrangements and at least four weeks in advance for necessary international arrangements.
3. Only incur expenses that are consistent with the organizational needs, and exercise care in determining appropriate expenditures
4. Use **MDF** authorized travel agencies and vendors where **MDF** has negotiated discount programs with the agency/service provider.
5. Submit expense reports as outlined in the expense section of this policy, on a timely basis (within 10 working days i.e. 2 weeks). Travel Expense Claim Form (**Annexure Chapter XX –2**)

#### 2.1.1.2. LINE MANAGER'S RESPONSIBILITY

1. Managers should know current travel policy and inform their departmental employees of **MDF** policy and procedures.
2. Determine the need for meetings and rationalize trips to achieve organizational goal.
3. Determine individual employees to participate in or carry out the assignments, and review and approval of expenses for **MDF**.
4. Review and approve/recommend expenses in accordance with policy.
5. Ensure that the documentation is adequate and correct.

#### 2.1.1.3. HR DEPARTMENT RESPONSIBILITY

1. HR department will administer this policy and keep on improving this document.
2. HR department will interpret the policy and settle all the issues regarding travel policy and will seek for approval for any change, modification or amendment if required.

#### 2.1.1.4. ADMINISTRATION DEPARTMENT RESPONSIBILITY

1. Administration Department is responsible for maintaining appropriate controls and checks as part of its accountability.
2. Administration Department will be responsible for making all travel and accommodation reservations on behalf of the employee as per the entitlements of the employee.
3. Once arrangements are made, administration department will communicate all the relevant details to the requester and will include time of departure of flights/rail/bus, confirmation of reservation of room in Guest house/hotel and its' address, Contact phone numbers of guesthouse/hotel and Admin department's contact number for use in case of emergency. It should also mention, if entitlement exists, for rent-a car arrangements and agency's phone number, for reference purposes.
4. Administration will ensure that all efforts are made to finalize the arrangements and confirmation is sent within 24 hours of receiving the request.

5. Administration Department is responsible for negotiating with Travel Services Providers (Travel Services Providers means Preferred Travel Agencies, Hotels, Guest Houses, Air Lines and Bus Services) for favorable rates and making travel arrangements including accommodation arrangements.
6. Administration Department is responsible for developing and maintaining administrative processes relating to
  - a. Travel coordination,
  - b. Ensuring and processing all invoices from Travel service providers in a timely manner and maintaining good relations with such service providers.
  - c. Ensuring that employee complaints are taken up with the relevant services provider like travel agents, rent a car service or hotels to ensure no future complaints are reported.

## ***2.2. OFFICIAL TRAVEL***

MDF employees are entitled to mode of Travel as per the following schedule

| <b>Travel Entitlements</b> |                      |
|----------------------------|----------------------|
| <b>Grade</b>               | <b>Entitlement</b>   |
| <b>Grade-1 to Grade-4</b>  | <b>Road/Rail</b>     |
| <b>Grade-5 &amp; above</b> | <b>Road/Rail/Air</b> |

An employee may conduct travel business with any other travel services provider but the expense will be initially paid by the employee and later will be reimbursed through the respective Administration Department.

### **2.2.1. AIR TRAVEL**

Necessary air travel arrangements will be made by the Administration through approved Travel Services Agency.

For air reservations, employees are expected to be flexible with scheduling provided by Administration and to accept/select the most economical direct routing options and airfares consistent with authorized class of service standards and business needs. To take advantage of the most economical airfares available, the Administration should make reservations as soon as the date of authorized travel is confirmed.

Unused tickets must be returned by the traveler to the respective administration department on priority for proper credit and claims processing. It is the responsibility of the respective Administration department to pursue credit for any unused refundable tickets.

All officers including ED are entitled for economy class travel only

### **2.2.2 ROAD TRAVEL**

Road travel may be done through any of the following modes

- **MDF Office Vehicle**
- **Car Rentals**
- **Personal Vehicles**
- **Public Transport (use of Cabs/Bus etc)**

#### **2.2.2.1. MDF OFFICE VEHICLES**

Employees on official visit can request for provision of office vehicle subject to approval of ED. In such case, as travel is arranged by the company, per kilometer allowance payments will not be made.

#### **2.2.2.2. CAR RENTALS**

**MDF** administration department will negotiate corporate rates and other benefits with certain car rental companies for use in official travel on yearly basis. These benefits will be available to the employee only through arrangements made by respective Administration Department. Any arrangements made through other travel service providers or directly with the Car Rental Company would possibly result in a forfeiture of these negotiated rates, resulting in higher costs to **MDF** and this practice is not encouraged.

Prior approval is required before use of car rental, unless required under emergency. All car reservations should be made through the Administration Department. Employees should minimize the number of cars rented when more than one employee is on the same assignment.

#### **2.2.2.3. PERSONAL VEHICLES**

Employees may use their personal vehicles for **MDF** travel in case not having organization provided vehicles. When a privately owned vehicle is used on **MDF**, the Kilometers Allowance (currently Rs.8 per Kilometer) is applicable to cover vehicle operating costs, including gasoline, insurance, repairs and maintenance. The Kilometer allowance is reviewed and adjusted from time to time by the **MDF**. However **MDF** will not be responsible for any damage, theft or accident related to that specific official travel.

#### **2.2.2.4. USE OF PUBLIC TRANSPORT**

Use of public transport represents an economical means of transportation. Where official conveyance is not available, in certain cases the employee may use public transport as a mode of travel for out of city, in such cases receipts should be obtained for reimbursement purposes. When the employee travels by commercial means, in case of Public transport they are paid the actual expense.

#### **2.2.2.5. RAIL TRAVEL**

Where Rail travel is the available/authorized mode of travel, tickets (First Class/Lower AC) should be arranged by administration departments.

### **2.2.3. ACCOMMODATION ARRANGEMENTS**

Administration will negotiate the rates for room rent with preferred hotels/guest houses and strive to provide the best combination of rate, services, amenities, facilities, security, and proximity with work locations for travelers. These negotiations will be conducted annually by Administration Department. These preferred rates are available to the employees only through arrangements by Administration Department.

In some locations, secure public hotels may not be available. In such instances, the traveler should work with the respective Administration Department to develop acceptable alternate accommodations.

#### **2.2.3.1. HOTEL ACCOMMODATIONS**

Employees will normally stay in those hotels that have **MDF** negotiated rates unless:

- Space is not available;
- The conference or meeting the employee is attending is not at one of these hotels;
- There are no hotels with negotiated rates in the area;
- Where rate differentials at acceptable hotels in the same area are significant, employees should accept the lower alternative.

As bookings are arranged by the administration department, the respective hotel will be notified in writing through letter/email/fax with necessary details and to extend credit facility if available to the employee and send the bills directly to the organization. At the time of check out the employee is responsible to pay in cash for any difference between his/her entitlement limit and actual expense. In case of No- Credit facility, the employee must carry enough cash necessary to settle the Hotel bill.

If reservations are made directly by the employee then he/she will be required to make the payments first and then claim reimbursement. Reimbursement is limited to a single room rate per traveler. If reservations need to be cancelled, it is the responsibility of the traveler and administration to make sure that cancellation is made in advance so that “no show” charges will not be incurred. All bills will be sent directly to respective Administration department with signatures on each voucher/bills/invoice by the employee.

#### **2.2.3.2. GUEST HOUSES**

The traveler will be encouraged to prefer guest house facility wherever possible and will be arranged by the respective Administration department. All bills will be sent directly if possible to Administration department with signatures on each voucher/bills/invoice by the employee.

#### **2.2.3.4. PERSONAL ACCOMMODATIONS**

**MDF** recognizes that a personal accommodation arrangement assists the traveler and **MDF** in maintaining low travel expenses. The intent of this provision is to reduce hotel costs by encouraging the traveler to lodge with family or friends when possible. Receipts are not required. Employee expenses in such cases will be reimbursed as per entitlements given in schedule of entitlements.

#### **2.2.3.5 EXPENSE AUTHORIZATION**

It is understood if employees are provided official accommodation through hotels, guest houses etc. these options are expensive for the organization for this purpose **MDF** encourages its employees to prefer their self arranged personal accommodations. Hence this option is cost effective and beneficial for both the organization and the employee.

Employees are entitled to per diem allowance to manage their miscellaneous daily expenses or paying any differential between entitled limits for accommodations and actual accommodation bills. Employees will be entitled to accommodation expenses as per their entitlement in any travel outside station city limits and with an overnight stay. In case of traveling outside station city limits on a day trip, employees will be entitled to per diem allowance for miscellaneous expenses only as per their entitlements.

| Per Diem Entitlements |                                                 |                                              |                                                                          |
|-----------------------|-------------------------------------------------|----------------------------------------------|--------------------------------------------------------------------------|
| Grade                 | Per Diem Entitlement for miscellaneous expenses | Accommodation Limit ( if provided by office) | Accommodation Limit ( if self arranged) * Half of Office provided limits |
| Grade-1               | 000                                             | 000                                          | 000                                                                      |
| Grade-2               | 000                                             | 000                                          | 000                                                                      |
| Grade-3               | 000                                             | 000                                          | 000                                                                      |
| Grade-4               | 000                                             | 000                                          | 000                                                                      |
| Grade-5               | 000                                             | 000                                          | 000                                                                      |
| Grade-6               | 000                                             | 000                                          | 000                                                                      |
| Grade-7               | 000                                             | 000                                          | 000                                                                      |
| Grade-8               | 000                                             | 000                                          | 000                                                                      |
| Grade-9               | 000                                             | 000                                          | 000                                                                      |
| Grade-10              | 000                                             | 000                                          | 000                                                                      |
| Grade-11              | 000                                             | 000                                          | 000                                                                      |
| Grade-12              | 000                                             | 000                                          | 000                                                                      |

All travelers are allowed to make one phone call (inter city) of three minutes on every day, one suit pressing daily and maximum two suits dry cleaning in a 4 days stay at hotel/guest house. Over and excess of this irrespective of the accommodation entitlement limit has to be paid by the employee and paid directly to hotel/guesthouse at the time of check out. Administration will communicate these instructions in the booking letter to the hotels.

Finance Department will not process any claims against non-permissible expenses unless a memo justifying the travel expenses as necessary in carrying out a company task is attached. The memo should provide a clear explanation of why such an expense should be deemed as a business related travel expense and should be sent directly from the department head of the claimant to the person responsible for carrying out the reimbursement.

The expense of official duties is authorized for all regular and contract employees, traveling and staying out of their home or duty stations, depending on the level of employees and stated as under;

#### 1.0.10.3.4.1 GUIDELINES FOR PER DIEM

Per Diem for miscellaneous expenses will be calculated as follows:-

1. The employee should have traveled at least a distance of more than 80 Km (one side) from the place of actual posting/project area.
2. If the total stay at outstation is 3 hours or more but less than 6 hours, it will be counted as half day and half per diem will be admissible.
3. If the stay is 6 hours or more, it will be counted as full day on calendar day basis, and will entitle the employees for one day per diem.
4. Time shall be considered from the moment, the employee leaves his place of actual posting till the moment he gets back.

5. Per Diem will be admissible for Sunday and a Public Holiday falling during the period an employee is on official travel and is outstation.
6. An employee who takes leave on the conclusion or before the commencement of temporary duty will claim per Diem only for the period of duty.
7. Per diems are given to cover miscellaneous expenses including travel through taxi, food during travel beverages, tips etc.

## ***1.0. BENEFITS POLICY***

Benefits are based on employee classification. **MDF** reserves the right to adjust or modify benefits provided as changes are made to the prevailing local laws and as conditions of employment within Pakistan may warrant or keeping in view market trends, development sector norms. Benefits/entitlements are defined in this Policy & Procedures however; individual employment contracts may vary due to negotiations and subject to approval from BOD.

**MDF** provides following benefits to its employees as per their entitlements

1. Provident fund
2. Gratuity
3. Death and Disability Insurance
4. Health Care Benefits
5. Leaves

### **1.0.1. PROVIDENT FUND POLICY**

#### ***1.0.1.1. INTRODUCTION***

Provident Fund (PF) in Pakistan is a contributory retirement fund set up under the Provident Fund Act 1925 by which organizations are required to maintain an Employee Provident Fund for its employees as part of their benefits package, unless a Gratuity Scheme is in place. **MDF** as a good pay master offers provident fund and/or gratuity benefits depending upon its commitment of taking this additional financial burden for the benefit of its greatest resources (employees). However, **MDF** “as per law” has a right to offer only one benefit. The Fund is managed by a Provident Fund Trust and is registered with Govt. of Pakistan.

#### ***1.0.1.2 BASIC RULES***

1. On the completion of the probation period, all regular confirmed employees are eligible to become members of the general provident fund by signing a written declaration to the effect on the PF membership form. Employees on open ended contracts with regular terms of employment or fixed term contracts with regular benefits are referred to as regular employees.
2. An employee once having joined the fund is not permitted to resign his/her membership of the fund whilst he/she is in service of **MDF**. Membership of the fund is immediately terminated on the member ceasing to be an employee of **MDF**.
3. Members contribute a sum equivalent to 10% (ten percent) of their basic salary each month to the fund.
4. The contribution of each member is deducted by the organization from his/her salary at the usual time of payment of such salary and is paid over by the organization to the fund for credit to the member's individual account in the fund. The members shall authorize **MDF** to make such deductions by signing the provident fund membership form.
5. The contribution of member absent (on leave) shall, during the period of such absence, be calculated on the basis of the salary paid to him during such absence.
6. The organization, at the end of each month contributes a sum equivalent to the contribution made by each member and pays this sum to the fund within fifteen days from the date of collection for credit to the member's individual account in the Fund.
7. The rate of interest will be reviewed after every financial year.

8. Upon issuance of official notification by HR Department on confirmation of any employee, it is the responsibility of the respective finance department to issue PF forms to employee and in return employee is also required to be vigilant and responsible for getting and filling PF form duly signed by the employee and submitting the same directly to respective finance department. In case of any discrepancy respective finance department may be consulted.

### ***1.0.1.3. MEMBERSHIP BENEFITS***

#### **1.0.1.3.1 SAVINGS**

First and foremost this is a retirement benefit scheme. As the employee contributes a part of his/ her monthly salary, **MDF** also contributes an equal amount. Helping the employees save a monthly amount, building up over time, which the employee may plan to use at a later stage in his / her life, e.g. once he / she is retired or leaves the organization etc.

#### **1.0.1.3.2. PROFITS AND DISTRIBUTION OF PROFITS**

The distribution of profits at the year, upon finalization of the annual accounts would be made on the basis of the net balance of the member. The net balance means the total contribution of the member and the company together with the accumulated profits, deducted by the loan balance. Profit would be calculated on the net month-end balances at the rate decided by the Trustees.

#### **1.0.1.3.3. LOANS**

##### ***1.0.1.3.3.1. LOAN ON RETURNABLE BASIS***

1. All regular employees of **MDF** can withdraw 100% of their own contribution from the provident fund as a loan which they have to return in equal instalments in 24 months period starting from one month after the date of loan disbursement. Interest rate as notified by the Finance department will be charged on this loan.
2. The President/Chairman (ED or person delegated) of the Provident Fund Trust has the authority to approve this loan at the recommendation of the concerned HOD, and Finance Department.
3. However, an employee is not eligible for this loan facility in case he has an outstanding loan against him from **MDF**.

##### ***1.0.1.3.3.2. NON-REFUNDABLE BASIS***

1. All regular employees of **MDF** can withdraw 50% of their own contribution from the provident fund on non-returnable basis subject to approval ED or person delegated.
2. The President/Chairman(ED or person delegated) of the Provident Trust fund is eligible to forward the withdrawal request on the recommendation of the concerned HOD, and Finance Department of **MDF**.

### 1.0.2. GRATUITY

1. All regular employees regardless of grades are eligible for gratuity from the date of their joining the organization provided they have completed one year service with the organization.
2. Entitlement/eligibility to Gratuity is governed through the employees' employment contract.
3. Gratuity is accrued from the date of joining of the employee and will be paid as follows
  - a. One-month Gross salary for grade **Grade-1** to **Grade- 4**, for each completed year of service and on monthly prorate basis.
  - b. One month Basic salary of that employee for **MDF** Grade 5 & above for each completed year of service and on monthly prorate basis.
4. Gratuity is payable to the employee only when he/she leaves the services of **MDF** in good standing (not terminated on misconduct).
5. Six Months rounding off is not applicable.

### 1.0.3. GROUP LIFE AND DISABILITIES INSURANCE

**MDF** appreciates the importance of providing protection to its employees and their families from the unexpected. If something should happen to the employee, life insurance helps provide financial security for the employees and their families.

In order to ensure legal compliance **MDF** will insure all of its employees excluding consultants, daily wagers and workers hired under outsourced arrangements against death and disabilities. Finance & HR Departments will negotiate Group Life & Disabilities Insurance policy on behalf of **MDF**.

**MDF's** Group Life and Disabilities Insurance policy pays benefit to the employee or beneficiary (ies) in case of an employee's Death (naturally or accidentally) or permanent or partial disability (accidental or natural) while covered under the policy.

Salient features are as follows

1. The coverage is provided in two employee categories( Officers and Non Officers) for all employees regardless of their contractual nature as per negotiated policy each year. All employees must be enlisted/delisted with the insurer within 15 days of the employee joining/leaving **MDF**.
2. In case of death or disability of an employee, HR must be notified immediately so that the insurer can be intimated to process the claims.
3. HR department completes all documentation of the claim case and send the claim to insurance company.
4. Claim cheques are prepared in the name of the legal beneficiaries of the employees. HR and Finance department will release payment upon submission of Succession certificate by the legal heirs.
5. Following table explains the coverage amount:

| Grades/ Categories    | Natural Death Coverage | Accidental Death Coverage |
|-----------------------|------------------------|---------------------------|
| Officers ( Grade5-12) | Rs.2 00,000/-          | Rs. 300,000/-             |
| Non Officers ( 1-4)   | Rs. 100,000/-          | Rs.2 00,000/-             |

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## 1.0.4. HEALTH CARE BENEFITS

There are two types of Costs of Medical Treatment which are

1. IPD (hospitalization) treatment costs
2. OPD (out patient door treatment) treatment costs

Only those OPD costs will be reimbursed if treatment is provided by a qualified allopathic or homeopathic doctor or qualified Hakeem registered with Govt. recognized professional body. Recognized dependents in this policy are defined as the immediate family members of the employees and include spouse & dependent children (real or adopted) only.

### 1.0.4.1.. IN DOOR PATIENT COSTS {IPD (hospitalization)}

IPD (hospitalization) coverage will be provided as per the discretion on ED. Employees can submit their case with all supporting documents and details of expenses incurred to HR/Fin for the approval of ED. The management may or may not approve such expenses after considering financial situation and such payments cannot be treated as matter of right by the employees.

### 1.0.4.2. OUT DOOR PATIENT COSTS (OPD)

**MDF** will cover the cost of OPD (out patient door treatment) up to the prescribed limits per annum for all employees including their dependents through medical re-imbursements. HODs can approve the medical claims within prescribed limits of their respective employees; while claims of ED will be authorized and approved by head of Finance or any member of BOD designated for this purpose. The claim will be based on actual and original receipts or other supporting documents which must be provided at the time of any claim.

Employees working on fixed term contracts (excluding daily wagers) i.e. less than one year, are also entitled to have medical cost coverage for their recognized dependents on a pro rata basis depending on their length of contract.

OPD (out patient door treatment) Costs Coverage will includes all cost related to prescribed treatment by a qualified allopathic or homeopathic doctor or qualified Hakeem registered with Govt. recognized professional body; and these generally include

1. Within prescribed limits of OPD (out patient door treatment) re-imbursement; 100% cover in respect of **consultation** with qualified doctor and hospital/lab charges; for the employees and recognised dependants.
2. Within prescribed limits of OPD (out patient door treatment) re-imbursement; 100% reimbursement of **essential and basic drug costs**, which have been prescribed by qualified doctor, for the employees and recognised dependants
3. Within prescribed limits of OPD (out patient door treatment) re-imbursement; 100% reimbursement of **essential and basic optical and dental costs**; for employees and recognised dependants. These costs include;

OPD (out patient door treatment) coverage for specific categories is as follows

#### 1.0.4.2.1. REIMBURSEMENT FOR EYE AND EYESIGHT TESTS

Following costs of eye treatment are re-imbursable through OPD

1. Eye infection or disease
2. Eye examination/Eye sight tests provided these are carried out by an optician who is registered as an ophthalmic optician (optometrist) or ophthalmic medical practitioners.

Major exclusions are Contact lenses and/or spectacles/eyeglasses etc

#### ***1.0.4.2.2. REIMBURSEMENT FOR DENTAL TREATMENT***

Dental treatment covered through OPD (out patient door treatment) within prescribed limits includes

1. Gum infections
2. Tooth extraction
3. Amalgam fillings
4. Any tooth rehabilitation declared necessary by the doctor for health

Major exclusions include Dental treatment for beautification.

#### ***1.0.4.2.3. REIMBURSEMENT FOR MATERNITY CASES***

Pregnant women (employees or dependents) will receive full cover in respect of routine medical check up costs in maternity cases within prescribed OPD (out patient door treatment) Limits. OPD (out patient door treatment) limit can be used to meet delivery costs during hospitalization if IPD or Health insurance coverage is not provided.

#### ***1.0.4.2.4. SELF PRESCRIBED MEDICATION***

Costs for self prescribed medication is not allowed to any employee and/or dependents under any circumstances. Employees are not allowed to use the previously prescribed medication by the qualified doctor until or unless s/he visits the doctor again for a new prescription. Employees are required to visit the doctor every six months in case of continued medication.

#### ***1.0.4.2.5. PREVENTIVE VACCINATIONS FOR DREADED DISEASES (HEPATITIS B ETC.)***

The cost of Preventive Vaccinations for dreaded diseases (Hepatitis B etc.) for employees including there dependents will be covered as a recognized OPD (out patient door treatment) cost.

#### ***1.0.4.2.6. OPD (OUT PATIENT DOOR TREATMENT) LIMITS***

OPD (out patient door treatment) limits will be for a financial year starting from Jan 01 to Dec 31. Any employee joining during a year will be entitled to OPD (out patient door treatment) re-imbursements on a prorate basis. Employees are entitled to OPD (out patient door treatment) re-imbursements as per following Schedule;

| Categories                              | Grade 1-4 | Grade 5-12 |
|-----------------------------------------|-----------|------------|
| OPD (out patient door treatment) limits | Rs.15,000 | Rs20,000   |

#### ***1.0.4.2.7. MONITORING MEDICAL COSTS***

The Finance department is responsible for monitoring all medical costs. Finance department will maintain the annual limits and categories of employees and send monthly updates to HR department for reference.

#### **1.0.4.2.8. PROCESS OF MEDICAL CLAIMS**

Any Employee who has incurred an eligible medical cost of OPD (out patient door treatment) treatment; is entitled to claim reimbursement. Reimbursement would be only done by Finance Department after approval of CA.

It is required that the expenses submitted for reimbursement are properly documented. The documents that best satisfy the requirements of documentation are Doctors prescription (Original), original vendor-generated receipts that identify each item purchased and each expense incurred. Expenses incurred OPD (out patient door treatment) treatment preferably should be accounted for within one month after the date of expenditure.

#### **1.0.5. EOBI & SOCIAL SECURITY**

As part of regulatory and statutory compliance requirement, all organizations are subject to deduct and make contributions under EOBI and Social Security for all employees who are paid from payroll. Any organization where there are ten or more than ten persons remain under employment during any period of one year are liable to get registered with EOBI and Social Security institutions.

To further protect the welfare of employees Government of Pakistan provides a coverage called “The Employees Old Age Benefits Institutions (EOBI)” refers to the Employees Old Age Benefits Act 1976 (Government of Pakistan), that is intended to provide security and benefit to the old age employees of organizations, which have more than 10 employees.

The scope of EOBI may be defined as pensions, widow’s pensions, old-age grants and other benefits which are payable by the institution, which collects and receives contributions, donations, and all other payments through employer. All employees of **MDF** are members of this institution.

EOBI is simply a service as it provides the insured person allowances in the shape of old age retirement allowance (60 for men and 55 for women only if contributions by **MDF** have been paid for them for at least 15 years) and invalidity allowance. In the case of the death of an insured person, the surviving spouse or the adult children are entitled to the old-age pension (with some legal limitations).

As an employer, **MDF** is required by the Government of Pakistan to contribute to Employees Old Age Benefits Institutions (EOBI). This benefit is provided to all employees.

1. Employees are required by law to contribute to the EOBI, from which benefits are paid.
2. As an employer, **MDF** will deduct from the employees monthly pay the amount required by the Government of Pakistan. In addition, **MDF** is required to contribute the amount required by the Government of Pakistan per employee.

#### **1.0.6. LEAVES**

**MDF** recognizes following categories of leaves

1. National holidays
2. Earned leaves
3. Casual leaves
4. Medical/ hospitalization leaves
5. Maternity leaves
6. Study leaves
7. Hajj/Umrah

## 8. Leave without pay

For all leaves categories, leaves cannot be claimed by any employee as a matter of right. The submission of any application is not deemed valid until formal sanction by the Competent/sanctioning authority and a Leave Application Form (**Annexure Chapter XXI-1**) has to be filled out.

### 1.0.5.1. NATIONAL HOLIDAYS

**MDF** issues Holiday Schedules for all employees at the beginning of each calendar year which is in accordance with official government notification of holidays. There is no carryover of national holidays.

### 1.0.5.2. ANNUAL LEAVES

The purpose of the Earned leave policy is to ensure that all employees have adequate time away from work for family holidays, special events, rest and recreation etc. **MDF** provides all its regular employees annual leave with pay in order to maintain health, morale and efficiency. This policy outlines the conditions under which employees become eligible for annual leave with pay. All regular employees (open ended and/or fixed term but with terminal benefits) are entitled to annual leaves as per their respective entitlements.

The entitlement of earned leave for all confirmed regular employees is as per following schedule

| Category                       | Number of Leaves/Per Year |
|--------------------------------|---------------------------|
| Officers (Grade 5 and Above)   | 18 Working Days           |
| Non Officer Staff (Grades 1-4) | 12 Working Days           |

Following are the main rules concerning annual leaves

1. Assessment of entitlement of number of annual Leaves will take place at the beginning of each calendar year i.e. January 1st.
2. In the case of confirmed employees, the period of probation shall be included in the period of service when computing entitlement of the Annual leave.
3. Any leave not availed will be carried over to the next year. Accumulation of leaves for Non-officers category can be maximum of two years. i.e 24 days. However officers category can carry forward 50% of remaining balance to next year and will lapse if not taken in first six months of the New Year.
4. Public or weekly holidays occurring during an employee's vacation will be calculated separately and will not be considered as part of the employee's leave.
5. Employees are not allowed to work for another employer during vacation, with or without pay.
6. **MDF** may request the employee to return to work during the authorized vacation as dictated by work needs. **MDF** shall then provide him/her with the remaining days of vacation after circumstances that compelled him/her to return, no longer exist. Travel expenses to be borne by **MDF** for both ways.

### 1.0.5.3. CASUAL LEAVES

While good attendance is essential to the Organization to achieve its goals and objectives, **MDF** recognizes the necessity for employees to be absent from work for reasons beyond the employee's control. The purpose of this policy is to set forth the procedures and conditions under which employees may be granted time off with pay in the event of unusual and justified circumstances.

The entitlement of Casual leave for employees as per their respective type of contract is as per following schedule

| Category                     | Regular employees (opened ended/Fixed term with regular benefits) | Fixed term employees without regular benefits |
|------------------------------|-------------------------------------------------------------------|-----------------------------------------------|
|                              | Leaves/per year                                                   |                                               |
| Officers (Grade 8 and Above) | 12 working days                                                   | 20 working days                               |
| Staff (Grades 1-7)           | 10 working days                                                   | 10 working days                               |

These leaves are not cashable during the ye or at the end of the contract and cannot be carried forward if not availed.

1. The probationary period will be included in the period of service when computing entitlement of casual leave.
2. Casual leave must be approved in advance if possible otherwise should be processed for approval within two working days of resuming the office. In cases where written preapproval is not obtained, it is mandatory for the employee to inform his line manager on the first day of absence with the tentative date of resuming office.
3. Any uninformed absence will be subject to deduction from salary, disciplinary actions.
4. Casual leave can be availed concurrently with other leaves.
5. Casual leave cannot be carried forward to the next year or encashed.
6. In case of emergencies the employee must inform the concerned supervisor and/or the HR department of the reasons of absence as early as possible
7. HR must be submitted information on the reasons and number of leaves on the prescribed form duly approved by the concerned supervisor within 48 hours of taking the leave.

#### 1.0.5.4. MEDICAL LEAVES

1. Employees (whether confirmed or not) are entitled to sick leave with full pay and wages for a total period of Twenty (12) working days for Officers and Ten (10) working days for Staff in every calendar year subject to approval by concerned line manager and HOD.
2. In case of prolonged illness such as those resulting from but not limited to tuberculosis, cancer, poliomyelitis, leukemia and certain other instances based upon the prognosis of certified medical practitioners, additional hospitalization leaves of up to six (6) calendar weeks may be granted based upon the merits of each such case by ED.
8. In cases where any such disability or medical condition exists under which a qualified practitioner strongly recommends bed rest instead of being hospitalized and subsequently joining the office is seriously detrimental to health of the employee; under such cases four (4) calendar weeks leave may be approved by ED.
9. All provisions of the medical leave policy are to be administered on a calendar year basis from January 1<sup>st</sup> through December 31<sup>st</sup>.
10. Medical leaves for new hires will be prorated, based on their date of hire. However, leaves will not be prorated if an employee suffers from any medical condition compelling the employee to avail the maximum entitled leaves in a year.
11. **MDF** reserves the right to nominate its own doctors or have a medical board to determine the severity of the illness. In case of prolonged illness beyond 8 weeks in total **MDF** reserves the right to make a

decision whether to continue with the employment contract of such employee. However, in such cases if there is no entitlement available in any form of leaves including medical leaves, **MDF** management in its sole discretion will make a decision to grant leave without pay or release from service

12. Medical leave of more than 3 days must be supported with a certificate from a registered medical practitioner.

#### **1.0.5.5. MATERNITY LEAVES**

**MDF's** Maternity Leave policy meets the statutory requirements of THE WEST PAKISTAN MATERNITY BENEFIT ORDINANCE, 1958 (W.P. Ordinance XXXII of 1958). The purpose of maternity leave is to facilitate female employees who are expecting a child to rest and receive medical attention.

Three months (Twelve weeks) leave with pay is available to female employees as Maternity Leave in accordance with the statutory requirements. They may divide the leave as they wish between the pre and post natal period.

Maternity leave can commence at any time on or after the 11th week before expected date of childbirth.

1. If a female employee needs to exceed her maximum maternity leave entitlement, she may consume her casual and/or earned leaves if available. If even the balance of leaves is over run, the employee will be on leave without pay as a special case with prior approval of ED only.
2. During unpaid maternity leave a female employee retains all of her contractual rights except remuneration (including increments, salary raises etc.).
3. Any female employee cannot be terminated/dismissed on pregnancy-related grounds within a period of six months before delivery as it has the effect of depriving her of any maternity benefit. (Refer to clause 7 of THE WEST PAKISTAN MATERNITY BENEFIT ORDINANCE, 1958, W.P. Ordinance XXXII of 1958).
4. The probation period will correspondingly extend if maternity leaves are taken during the probation period.
5. Employee to fill up a leave application form along with a Medical certificate requesting leave for maternity fifteen (15) days in advance.
6. Any exceptions to this policy must have the prior approval of the CA.

#### **1.0.5.6. HAJJ/UMRAH**

No specific leaves are available. However employees can consume their casual and/or annual leaves for this purpose collectively and such leaves will be approved by ED.

#### **1.0.5.7. LEAVE WITHOUT PAY**

1. Any employee may avail leave without pay for any reason with prior approval from ED.
2. **MDF** does not warrant/guarantee of the same job or any other job upon return from or during leave without pay exceeding one month (22 working days).
3. During leave without pay, an employee retains his/her contractual rights excluding remuneration (any entitlements, benefits stipulated either in the employment contract or otherwise).
4. In case of organizational needs, **MDF** will check with the employee whether he or she may rejoin during the leave without pay period within 10 working days otherwise will serve the notice in lieu as per contract or as per **MDF** policy.





# **SECTION F**

## **PERFORMANCE MANAGEMENT**

### ***1.1. POLICY***

**MDF** is committed to have a formal and effective Performance Management System which ensures setting of performance standards, performance reviews for recognizing the contributions, the success and/or failures, learning and development needs, and establishing criteria for rewarding and encouraging the individuals and teams and aligning their efforts to achieve strategic organizational objectives.

Presence of a formal and effective Performance Management System essentially provides a framework through which a culture is created that fosters and rewards excellent performance and helps people succeed and improve and is conducted with fairness and transparency.

### ***1.2. PURPOSE***

Performance management system aims to;

1. Develop a result and performance oriented environment and to facilitate personal development of the employees in line with organization's mission and objectives.
2. Create a knowledge based environment where employee and the organization can learn and develop critical knowledge base and experiences under a structured framework providing competitive edge to the organization on others.
3. Ensure that employees have a clear understanding of the quality and quantity of work expected of them.
4. Provide frequent reviews of employees' performance and achievements by monitoring their progress in achieving assigned tasks and to provide them with feedback and guidance for their career development.
5. Assist management and provide a measuring tool for compensation and benefits decisions including different sorts of rewards (Recognition awards, promotions and/or salary increments etc) or otherwise actions based on employee performance.

### ***1.3. SCOPE***

Scope of performance management system is as follows;

1. **MDF's** Performance Management System is applicable to all employees of **MDF**.
2. All fixed term employees shall also be subjected to performance review for their extensions/contract ends under the same policy and system.
3. The Appraiser is the immediate Line Manager (Supervisor) of the employee (Appraisee) responsible for setting objectives and reviewing performances twice a year. Whereas Manager's Manager is one step up level which could be Head of Department, line manager of the Supervisor or ED ( for senior positions) as the case may be.
4. Employees under probation or subject to confirmation will be confirmed under the same system; based on interim performance review taken specifically for their probationary period.

### ***1.4. PERFORMANCE REVIEW PROCESS***

#### ***1.4.1. STEP I- SETTING OBJECTIVES***

1. At the beginning of the process, the Appraiser (Line Manager) and the Appraisee (employee) will jointly define key job responsibilities and targets to be achieved by the employee during his/her performance period. The Job description responsibilities can be used as a base.
2. The line manager and the employee also identify any performance improvements and/or needed resources that may limit the performance level of the Employee, and record all such information in the **'Objective Setting Form'**. **Annexure Chapter XXII-1**
3. The line manager and the employee will identify key performance indicators which will reflect that performance in a certain area is achieved. Similarly any training need is linked to organizational requirements and KPI after receiving training needs to be defined as well.
4. Line manager will also share and discuss General Competencies associated with the position based on information from job description and organizational requirements.

#### ***1.4.2. STEP II- SUPERVISION MEETINGS***

1. The line manager and the employee will ensure that Performance objectives are converted into quarterly and monthly work plans.
2. Both will ensure monthly meetings where performances are tracked and notes are made. These notes would serve as key documents while conducting half yearly or annual performance review meetings.

#### ***1.4.3. STEP III- PERFORMANCE REVIEW***

1. The line manager will ensure adequate uninterrupted time with the employee to discuss and rate Job targets and responsibilities according to his/her understanding of the employee's performance.
2. At the end of performance year, the line manager records all his/her observations on the **'Performance Review Report'** form (**Annexure Chapter XXII – 2**) while ensuring that all such observations are appropriate, and exactly describe the achievement level of the Employee along with the documentary evidence if needed. All relevant information collected and documented throughout the review period will be verified to the extent to which actual performance has met the expectations.
3. The Line manager (Appraiser) then shares his/her recommendations and final grade on 'Performance Review Report' with the Appraisee (The employee).
4. The Appraisee also gives his final comments and Appraiser finalizes 'Performance Review Report' with final recommendations and grade and sends this to /her immediate superior, and/or Head of Department to re-assure that reviews are appropriate & consistent, and seeks approval of the same.
5. All such cases where over-all achievement level of the Appraisee is graded as 'Outstanding' or 'unsatisfactory' i.e. "A+" or "C" by the respective Appraiser, are subjected to special review by a HR committee nominated by ED as a check and balance system.
6. The completed 'Performance Review Report' with all such relevant documentation is then submitted to the respective HR Department as per the communicated schedule. On the beginning of the performance year, Job description and expectations will be explained to the employee.
7. The immediate line manager will carry out the appraisal process for each employee.
8. Performance review can be conducted at least once in a year, however if line manager wants to conduct a quarterly or biannual review for better assessment, he/she may proceed with proper documentation.
9. Between scheduled appraisals, line managers must discuss with employees any performance issues that require immediate attention and should keep records of any significant incidents.
10. In appraising employees, line managers must consider factors such as the experience and training of the employee, the job description, and the employee's previous performance.
11. The line manager and employee must meet and discuss the appraisal in one-one meeting, assess the employee's strengths and weaknesses in a constructive manner.
12. The employee must be given the opportunity to examine the appraisal document and make written comments about any aspect of it. The employee and the line manager must then sign and date the

appraisal document and forward it to line manager's manager/head of the department for review and later on this document will be forwarded to HR.

13. Assessment derived from the performance management system will form the basis for making decisions affecting training, pay, promotion, transfer, or corrective actions.
14. The line manager discusses with the employee any learning needs to be fulfilled in order to achieve the assigned objectives. These learning needs and proposed activities (e.g. attending a seminar, work shadowing, attending a training/ certificate/ diploma course, etc.) are agreed and recorded on the performance review document.
15. While agreeing Learning & Development (L&D) requirements and recording them is important; the employee/ line manager must ensure the relevance with organizational strategic and operational plans.

#### ***1.4.2. TIMING FOR PERFORMANCE PROCESS***

MDF performance year is aligned with the calendar year (January to December).

#### ***1.4.3. PROBATION CASES***

For probation cases where probation period is three months & this total probation period is within the first performance year, line manager will review the performance and recommend or not recommend for confirmation by rating the employee. Similarly if the probation period is split in two performance years, the last rating will be considered for confirmation decisions.

### ***1.5. RESPONSIBILITIES***

The Employee, the Line Manager, and the Organization are the critical members of a partnership that ensures performance planning, evaluation, coaching, and development. It is absolute mandatory for all employees, line managers and departmental heads to be fully aware of and understand this policy and comply with the guidelines and the process mentioned in this policy. Any non fulfillment or non compliance in this regard shall be treated as gross misconduct and is subject to immediate disciplinary actions.

Employees at all levels are responsible for actively communicating with their line managers about their performance, taking an active role in planning their career development, being accountable for their actions, and continually striving for excellence in their performance in support of departmental and organizational objectives.

Line manager/Managers are responsible for developing performance expectations with the participation of employees; communicating throughout the performance management cycle about employees responsibilities as per JDs, performance, and development; recognizing successful performance and coaching for improved performance; and ensuring that employees have the tools, resources, and learning and development opportunities needed to carry out their duties successfully.

The organization is responsible for providing an effective and fair performance management system that encourages effective communication between employees and line managers and ensures that line managers have the skills and time to carry out performance management successfully and reward for performances.

The responsibilities of various role players in the performance management system are as follows;

#### **1.5.1 EXECUTIVE COORDINATOR**

The Executive Coordinator and BOD members must ensure that:

1. They nurture, capture, leverage and share a knowledge base within and for the **MDF** through learning and development programs identified under this performance management system.
2. All employees are made fully aware of the process and ensure that sufficient training, coaching and guidance is provided to employees.
3. ED must implement the performance management system and remain committed to and comply with the policy as a key job responsibility.
4. Must hold frequent performance meetings with departmental or functional heads under direct line management and ensure documentation and make use of this record in performance review meetings on performance review due dates.
5. Must ensure that Sector specific cutting edge learning needs are identified and rationalized, and appropriate resources are allocated in the budgets and impact is assessed.
6. Must ensure a disciplinary action on non compliance of this policy within the **MDF**.

### **1.5.2 APPRAISER (LINE MANAGER)**

1. Appraiser (line manager) must ensure that all line managed employees are made fully aware of the process and ensure that sufficient training, coaching and guidance is provided to the employees.
2. Appraiser must be committed to and comply with the policy as a key job responsibility.
3. The Appraiser must ensure that his/her line managed employees are provided supportive guidance, timely advices, and supervision in helping to perform to the best of their capabilities in accordance with the standards and expectations.
4. Appraiser must ensure that sector specific cutting edge learning needs are identified and rationalized and appropriate resources requirement is finalized with the Appraisee.
5. To take the opportunity to nurture, capture, leverage and share a knowledge base for the **MDF** through learning and development program identified under this performance management system.
6. Appraiser must ensure holding regular performance monitoring meetings with their line managed employees to review their progress and provide support to overcome any gaps and challenges in achieving their objectives.
7. Appraiser must ensure that all documentation is managed properly.
8. Appraisers are responsible to spare the Appraisee for learning opportunities with support of the HR Department in overcoming any deficiencies, identified during the review(s).
9. Appraiser must ensure that the performance review activity is carried out in a fair, just and unbiased manner.
10. Appraiser must ensure that all activities related to performance management and evaluations are completed within prescribed and specified timelines.

### **1.5.3 APPRAISEE**

1. It is absolutely essential that all employees must know what is expected of them by and through their direct line managers.
2. The employees must perform to the best of their capabilities in agreement to assigned responsibilities by the line managers and performance standards.
3. The employees must ensure that all the activities performed by them have relevance to their JDs and contribute to their personal development and the overall performance of their respective department and/or **MDF**. All line managed employees must be fully aware of the process and ensure they receive sufficient training, coaching and guidance.
4. The employees must be fully responsible and must be committed to and comply with the policy as a key job responsibility.
5. The employees must ensure that a constructive feedback is provided to the appraiser on the way he or she has managed the Appraisee or issues or challenges faced by the Appraisee in performing responsibilities.
6. To ensure that business specific cutting edge learning needs are identified for him/her and rationalized and appropriate resources requirement is requested to the management.

- Appraiser must ensure that all activities related to performance management and evaluations are completed within prescribed and specified timelines.

#### 1.5.4 HR DEPARTMENT

It is the responsibility of the HR department to

- Initiate the Performance Review activity.
- Ensure that the HODs/ ED, Appraisers, and their line managed employees are fully aware of the process and completely responsive of the Performance Management System through orientation sessions and/or refreshers as required.
- Regularly intimate the HODs/ED, Appraisers, and line managed employees about Performance Reviews events.
- Ensure that the performance management activity makes a significant contribution in the development of employees by emphasizing the importance of building and enhancing appropriate skills and knowledge required to execute responsibilities of current position and development of competencies to be able to execute responsibilities of the next level position.
- Ensure that the decisions regarding compensation/rewards should be in alignment with the performance management system outcomes.
- Must ensure that the feedbacks from both sides are recorded and organizational development programs are designed accordingly.
- Ensure that **MDF's** work specific cutting edge learning needs are identified by the employees and their line managers and means are identified and resources are allocated for priority based learning needs under a knowledge and performance management defined framework.

### 1.6. ASSESSMENT MECHANISMS

- The overall performance results are categorized into 5 ratings which are as follows

| Rating | Description                 |                                                            |
|--------|-----------------------------|------------------------------------------------------------|
| A+     | <b>Outstanding</b>          | <i>Delivered exceptionally best or outstanding</i>         |
| A      | <b>Exceeds Expectations</b> | <i>Delivered before/ on-time but with good quality</i>     |
| B+     | <b>Meets Expectations</b>   | <i>Delivered on-time and meeting expectations</i>          |
| B      | <b>Needs Improvements</b>   | <i>Delivered on-time/ delayed but with average quality</i> |
| C      | <b>Unsatisfactory</b>       | <i>Delivered delayed with poor quality</i>                 |

- The Appraiser only evaluates the Appraisee as per given above ratings. The appraiser individually analyzes the performance against job tasks and rates them accordingly.
- All cases rated A+ or C are subject to providing proper documentary evidence by the Appraiser and review by a committee nominated by ED.
- It is absolute important to note that to track performance, line managers can hold interim performance reviews.
- However such interim ratings are only for tracking of performance during that interim period, the last performance review rating will be considered as the final rating.
- Therefore all line managers and employees must exercise utmost care while holding performance reviews at the end of the performance year and consider the performance of overall year only and not of the interim period.

### 1.6.1. APPRAISAL DECISIONS

Following decisions may be the outcome of performance review process.

1. Probationary Evaluations
2. Contract Evaluations
3. Annual Increments
4. Promotions/Change in Status
5. Internal Transfers
6. End of Service

It is vital that employees are fairly rewarded at the end of the year to encourage positive behaviors and high performance and to motivate them to continue with their efforts. At the same time, “B+” performers are encouraged to increase their skills and efforts in order to get a higher reward and “C” or poor performers are released (terminated) from service if they are unable to show improved performance.

#### 1.6.1.1. PROBATIONARY EVALUATION

The Appraiser uses this type of evaluation for cases where confirmation of employment is required. Such evaluation is conducted before completion of probationary period keeping in view the performance against initial tasks or job description is assessed and judgment is made. Based on the overall evaluation made on the ‘Performance Review Report’, the following decisions are made;

| Probation Evaluation Decision                                                                                   | Success Criteria    |
|-----------------------------------------------------------------------------------------------------------------|---------------------|
| Probation Confirmation                                                                                          | Grade “B+” or above |
| Probation Extension<br><br>*(Probation Extension can only be declared once for a maximum of three (03) months.) | Grade “B”           |
| Termination/release from service                                                                                | Grade “C”           |

#### 1.6.1.2. CONTRACT EVALUATION

The Appraiser uses this evaluation only for fixed term employee whose contract is coming to an end during the performance year for further extension or non extension decision. An evaluation of the review period is made at least 4 to 6 weeks prior to the contract end date. The decisions on contract(s) are made in the light of fulfillment of the following criteria.

| Contract Evaluation Decision       | Success Criteria   |
|------------------------------------|--------------------|
| Contract Extension                 | Grade “B” or above |
| Contract Non Extension/Termination | Grade C            |

#### **1.6.1.3. ANNUAL & ADDITIONAL INCREMENTS**

Subject to availability of funds, **MDF** grants one annual increment every year to address inflationary pressures on employees. However in the situations where promotions are not possible and/or it is essential to reward the performance regardless of time period, the Appraiser can recommend additional increments on the 'Performance Review Report'. In such cases where additional increments are to be given, the approvals will be given after considering the funds availability, internal team balance and consent from BOD. Please refer to CHAPTER XXI – PROMOTIONS for factors to keep under consideration before making recommendations.

#### **1.6.1.4. PROMOTIONS/ CHANGE IN STATUS**

The Appraiser uses this section only when recommending a Promotion, Change in status, or Internal Transfer based on the evaluation of the Appraisee. It is however important that any such recommendation is made after detailed discussion with the management.

Promotion of an employee can only be recommended if the following criterion is fulfilled:

1. Promotion to the next level will be recommended on consistent Annual Achievement level of A+ for consecutive two (2) years in the same grade or securing minimum B+ and above in last four years.
2. When giving recommendations for promotion it should have also been noted that there is a position already available in the respective structure.

#### **1.6.1.5. END OF SERVICE**

It is utmost desire of **MDF** management to build capacities of those employees are not performing up to the required standards and expectations. Any poor performance is subject to performance improvement plan and a fair time to employee to improve. Care must be taken to document frequent feedback given to employee and all proceedings under performance improvement plan. If the employee does not improve, the Appraiser can recommend end of service on Performance Review Form.

### ***1.7. MANAGING POOR PERFORMANCE(S)***

When an employee's performance is found below expectations at any time during the performance review period, the relevant appraiser discusses, counsels, and documents the performance deficiencies and suggests a Performance Improvement Plan, yet giving a reasonable time to the employee in improving his/her performance.

The Appraiser reiterates to the Appraisee, time and again, his/her expected performance level, the needed performance improvements, a time frame for further development, and the consequences of failure to improve or appreciates the improved performance.

Respective HR Department follows-up on essential performance improvement cases as suggested by the relevant Appraiser.

If an employee's performance is persistently found 'un-satisfactory' even after providing the needed; support, tools and resources, Learning and Development opportunities, and/or supervision, he/she then may either be subjected to another Performance Improvement Plan, or subjected to disciplinary action(s) accordingly; leading to end of service.

## ***1.8. HANDLING DISAGREEMENTS***

Performance reviews should be based on factual evidences of achievements and discussion on reasons for non-achievements.

As a first step, if there is/are disagreement(s), the respective Appraiser refers the case to his/her immediate superior (Line manager's manager) for further review(s). Both the Appraiser and the Appraisee must be in agreement when referring the case to the respective authority to review the evidence(s) and discuss his/her findings with both the Appraiser and the Appraisee.

The reviewing authority holds separate and/or joint meetings with both; the Appraiser and the Appraisee and comes to a conclusion with appropriate justifications / rationale which has to satisfy the concerns of the Appraisee and bring both Appraiser and the Appraisee to an agreement.

If disagreements still remain then, it is open to the Employee to register his/her grievance with the HR Department or follow the grievance policy for independent examination(s) and neutral judgments to be made thereon.

The HR Department or relevant authority as designated in grievance policy will inform about the final judgment. Whereas, it is warranted that the judgment made thereon is considered absolute and acknowledged by the respective Appraisee, the Appraiser, and the concerned stakeholders.

### ***1.0. SCOPE***

The L&D policy applies to all employees of **MDF**. It is the responsibility of respective HR to ensure that the principles underpinning this L&D Policy are applied in its true spirit and wisdom to meet the objectives of learning.

### ***1.1. PURPOSE***

The main purpose to develop this policy is;

1. To create and foster the growth of a knowledge-based environment within **MDF**.
2. To develop a culture of learning and development where employees feel valued because of their knowledge and skills, and their ability to impart knowledge with others.
3. To ensure that the knowledge and skill base of **MDF** employees is such that it can fulfill the objectives of the MDF strategic plan.
4. To maximize the learning opportunities throughout **MDF** by developing indigenous resources and utilizing external resources to impart knowledge, sharpen the existing skills, share best practices and stimulate learning.

### ***1.2. POLICY***

Learning and development is a central element in the **MDF**'s HR Vision to deliver "The Best" through its people and **MDF** recognizes that its ability to meet its strategic objectives depends upon highly knowledgeable and target-oriented employees.

**MDF** is committed to having a workforce prepared to meet current and future Development sector challenges by providing its employees with appropriate opportunities to develop knowledge, skills and competencies. Learning and development of an employee would be strategically linked with performance management and career management systems of **MDF**.

The organization has a number of key social development objectives that it needs to achieve. These objectives can be achieved only through harnessing the abilities and skills of everyone in **MDF** and by realizing the potential of its employees and maximizing opportunities for their development.

### ***1.3. RESPONSIBILITIES***

The responsibility for developing the skills and knowledge does not rest with the HR function alone. It is shared with the individuals who must actively develop themselves and their managers must demonstrate their commitment to train and develop their teams appropriately. Key responsibilities of employees, line managers, and HR are as follows:

### 1.3.1 EMPLOYEE

**MDF** recognizes the need for each employee to learn and develop their skills on a continuous basis and will support individuals to help them achieve this, as well as **MDF** expect from individuals to take on responsibility for their own self-development. Thus the employees would be responsible to:

1. Identify their own learning and development needs and bringing them to the attention of their line managers and HR, during performance review or otherwise.
2. Cooperate with the development and implementation of this policy as part of their normal duties and responsibilities.
3. To take ownership of learning and exploring options and promote learning & development within the organization
4. Must attend education, learning and development activity when provided.
5. Apply acquired skills & knowledge to job and sharing with other colleagues.
6. Be responsible to deliver after learning and development opportunities by the organization as per desired and agreed commitments.

### 1.3.2 LINE MANAGER

Discuss job descriptions, performance objectives and relevant core competencies with line managed employees to determine the L&D needs under performance management system or otherwise.

1. Every Line Manager will identify potential successor within his team and intimate the HR Department.
2. Promote and encourage individuals & identified successors to undertake learning and development opportunities 'on the job' and encourage and coach individuals to help them achieve their full potential.
3. Recommend 'off-the-job' learning, only if deemed necessary.
4. Ensure that his/her subordinates take active participation in L&D activities to enhance overall performance.
5. Ensure training activities to impart knowledge and skills with other colleagues and teams as per the laid down procedures in L&D policy
6. Provide timely, consistent and appropriate feedback to his/her line managed employees regarding their L&D needs as per their job requirements and organizational needs.
7. Be responsible on delivery of results committed and agreed after the learning and development opportunities provided by the organization

### 1.3.3 HR DEPARTMENT

1. Ensure that L&D policy is properly explained and communicated to all the stakeholders.
2. Must develop, implement, modify or update an L&D plan for the organization based on individual learning and development plans and training need assessments keeping in view the organizational objectives and ensure budgets or other resources allocation for implementation.
3. Develop and implement succession arrangements under L&D.
4. Must document and record all L&D activities through Performance management system or training need assessments.
5. Plan, schedule and document all L&D activities and follow up on agreed and committed results by the line managers and individuals after learning and development opportunities. This further requires recommending appropriate actions where results are not achieved or L&D process and policy is compromised by any stake holder.
6. Keep track of available learning opportunities (both internally and externally) and provide support for L&D and succession planning.
7. Evaluate, scrutinize and recommend/not recommend the L&D request.
8. Regular monitoring and reporting of L&D activities and implementation of succession planning.

9. Engagement of employees to ensure active participation in all L&D activities.
10. Develop partnerships and networks to meet workforce development needs
11. Provide advice and guidance to all the stakeholders for better understanding and utility of L&D policy.

## ***1.4. LEARNING & DEVELOPMENT PROCESS***

### **1.4.1 DEFINING L&D OBJECTIVES**

To demonstrate the contribution towards organizational objectives, individuals will agree with their line managers, prior to undertaking a learning activity.

An employee can avail the learning opportunity through the followings mechanisms.

1. Formal learning opportunities
2. Informal learning opportunities

#### **1.4.1.1 FORMAL LEARNING OPPORTUNITIES**

Formal learning opportunities refer to all those prospects where a proper mostly off the job training session are being conducted on a specialized subject/theme. The objectives to get these formal learning opportunities would be identified by the employee in agreement with line manager or through Training need assessment exercises by HR department.

The formal learning opportunities should be time bound and explicitly linked with performance and Line Managers will ensure that L&D activity is consistent with the policy. The formal learning opportunities are not limited to but are as follows

1. Training courses
2. Attending conferences, workshops, Seminars,
3. Exposure visits
4. Enhancing of relevant qualification through professional or educational degree/certificate program in the same area of work
5. Job rotation, job swapping, job shadowing, Transfers & Secondments

#### **1.4.1.2 INFORMAL LEARNING OPPORTUNITIES**

Typically, a formal Learning course is designed to transfer new skills or knowledge to an individual, however, not all learning has to be addressed through a formal learning channels. There is a wide range of learning and development methods available that can be used informally. For example,

1. Using a computer aided Learning package or e-learning;
2. Training material shared by peers/ reading books;
3. Attending formal presentations or sessions to share learning
4. Enhancing qualification through professional or educational degree/certificate program which has no direct link with work but has enhanced the learning in some way.
5. Interim assignments or projects

# **SECTION G**

## **HEALTH AND SAFETY**

## ***1.1. POLICY STATEMENT***

**MDF** is committed to providing a safe and healthy workplace environment and shall take effective steps to prevent potential accidents and injuries to employees' health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably practical, the causes of hazards inherent in the workplace environment, and bearing in mind the prevailing knowledge of the industry and of any specific hazards.

Specifically, **MDF** Management is committed to providing and maintaining:

1. All necessary health and safety measures to ensure statutory compliance.
2. A safe and healthy working environment where working area, equipment and systems are in place to mitigate or control health & safety risks arising from work activities.
3. Necessary information, instruction, training and supervision to ensure Health and Safety at work.

## ***1.2. OBJECTIVES***

**MDF's** occupational health & safety objective is to prevent accidents, injuries and occupational hazards at all locations under its management control.

Specifically, it is **MDF's** objective that the following 'minimum control arrangements' are in place at all locations:

1. Employee access to and basic understanding of Health & Safety (OHS) policy
2. Up-to-date OHS risk assessments & provision of necessary OHS information, instructions and trainings
3. The provision and use of necessary personal protective equipment (PPE)
4. Arrangements for emergency response / evacuation, first aid and occupational health
5. Documented procedures / safe systems of work, where necessary, to establish and maintain a safe and healthy working environment.
6. Frequent Communication and consultation with employees on OHS issues
7. Monitoring, investigation and reporting of any incidents, accidents or occupational hazards.
8. Reporting of any unresolved health and safety related incidents, accidents or occupational hazards under grievance policy.
9. Corrective and preventative actions where any incidents, accidents or occupational hazards may happen.

## ***1.3. RESPONSIBILITIES***

**“Everyone is responsible for health & safety”.**

Occupational health and safety responsibilities are not additional to an employee's job. It is an inherent, central part of the job – a full time component of every individual's responsibility.

All employees must become familiar with the Occupational Health and Safety Policy, all applicable regulations, and the requirements of the safety program. They must know exactly what their responsibilities are and have the required ability and training to fulfill them.

### 1.3.1. EMPLOYEE OR PEOPLE AT WORK RESPONSIBILITIES

Employees (Direct or Indirect are fully responsible whilst at work at **MDF** facilities:

1. To take care of the health & safety of themselves and others who may be affected by their acts.
2. To cooperate with line management on health & safety matters.
3. Not to misuse or interfere with any equipment issued or process put in place to ensure health & safety at work
4. Follow training, instructions and systems relevant to OHS
5. To report any health & safety concerns to their line manager and/or to the Head of Admin.

### 1.3.2 LINE MANAGEMENT RESPONSIBILITIES

Maintaining day-to-day health & safety (OHS) at work is a line management responsibility at each location where the **MDF** has management control.

It is the responsibility of all levels of management to:

1. Implement this OHS Policy in the area(s) under their control
2. Control/mitigate the risks associated with the work that they supervise using a documented “risk management” process under this policy
3. Ensure, so far as is reasonably practicable, that the **MDF**’s ‘minimum control arrangements’ are in place, understood and implemented in the area(s) under their control
4. Make adequate resources available for health & safety management
5. Include safety compliance as part of staff performance appraisal where necessary

### 1.3.3 ADMINISTRATION

All locations where **MDF** has management control shall have an OHS Representative (Head of Administration or specified otherwise), whose job function includes the coordination on occupational health & safety control arrangements at that location. By default, Head of Administration is considered management’s representative with regards to the implementation of OHS requirements and the management of health and safety of **MDF** employees. S/he will also carry out other administrative tasks and will be held accountable for his/her work for the implementation of OHS Policy.

It is the responsibility of the Head of Administration to:

1. Ensure that the OHS policy is implemented in its true spirit
2. Ensure that risks to health and safety are assessed, recorded and ensure appropriate measures/arrangements to control/mitigate such risks
3. Implement emergency response procedures in case of security or OHS incident and ensure such procedures are displayed in public areas or well communicated to all employees.
4. Ensure that adequate first-aid facilities are available and maintained and selected employees are trained on First-Aid procedures.
5. Ensure well documented policies, procedures in Urdu and English languages are available
6. Ensure that fire fighting appliances and alarm systems are in working condition at all times through frequent inspections and regular maintenance.
7. Arrange periodic fire fighting/emergency evacuation drills in collaboration with other departments and document the state of readiness to respond to such situations after these drills.
8. Take precautions against dangers from flammable or explosive hazards, electrical equipment noise and
9. Ensure that appropriate safety signs are displayed and maintained.

10. Ensure that records are maintained in relation to all of the above; and
11. Ensure that all legal requirements are met in relation to health and safety.

## ***1.5. IMPLEMENTATION OF POLICY***

### **1.5.1 INFORMATION PROGRAM**

In order to prevent occupational hazards, **MDF** management will pay special attention to the Information Programs intended to provide specific information to the workers on:

1. Risks for Health and Safety connected with the activity of **MDF**'s operations.
2. Protection and prevention measures and activities to be adopted.
3. Specific risks to which the employee is exposed and which are related to his/her job.
4. Procedures concerning first-aid, fire fighting, the evacuation from premises.

### **1.5.2 TRAINING**

To ensure the effectiveness of preventive measures, Training courses concerning health and safety must be organized. Such trainings must be:

1. Accessible to all employees including new incumbents
2. Carried out at regular intervals, that is at least once a year
3. Accompanied by adequate and appropriate documentation & equipment

### **1.5.3 RISK ASSESSMENT**

The management will develop a plan to assess and find out risks, both present and potential ones, which threaten health and safety of employees in the work environment. Once the risks have been found out the management will consequently undertake suitable measures to avoid or in any case prevent the occurring of accidents and damage to the health of employees.

### **1.5.4 MONITORING**

The person responsible for H&S will monitor all aspects of this policy by carrying out annual risk assessments in consultation with HR Department and report to Executive Coordinators/CEOs with recommendations on further actions.

### **1.5.5 ACCIDENT REPORTING AND INVESTIGATION PROCEDURE**

#### **1.5.5.1. INCIDENT REPORTING**

##### ***1.5.5.1.1. SERIOUS INCIDENT/DANGEROUS OCCURRENCE***

If a person becomes aware of a Serious Incident or a Dangerous Occurrence, the person is required to notify HOD Admin immediately who will inform CEO or Executive Coordinator immediately. All such incidents are required to be reported to Executive Coordinator of **MDF** within 24 hours on the happening such event.

#### **1.5.5.3. INCIDENT INVESTIGATION**

The management will investigate the incident within minimum time of being notified of the incident.

The incident investigation will focus on identifying and determination of the responsibilities and causes of the incident, risk level associated with the hazard, and the selection of risk controls as per the control hierarchy.

Where investigations require special skills or knowledge not available, the management may authorize the use of external agencies

#### **1.5.5.6. DOCUMENTATION AND REPORTING OF THE INCIDENT.**

The HOD Admin will:

1. Log the incident reported to him/her and give it a number for tracking purposes.
2. Report the incident, in case of serious incident, as soon as reasonably practicable to the senior management (ED)
3. Record the outcomes of the incident investigation and risk control action in his/her "Accident Book".
4. Report to the management on any action being taken in relation to the incident and keep a copy of the Incident/Hazard Report for a minimum of 5 years.

### ***1.6. GENERAL PROVISIONS FOR OCCUPATIONAL HEALTH AND SAFETY***

#### **1.6.1 WORKING AREA**

The Management in direct consultation with the HOD Admin will ensure that the recommended working space and environmental conditions for employees will be met as per the required standards. Situations requiring special attention will be dealt with by the formulation of specific risk assessments.

#### **1.6.2 FIRST AID PROVISIONS**

It is mandatory for all pre identified **MDF** employees to have First Aid Training. HR department in coordination with line managers will ensure that employees are trained and refresher courses are arranged at least once in a year.

It is also obligatory for all offices to have First Aid kits available in all work locations. All employees should be made aware of the location of First Aid boxes.

**MDF** discourages the self medication practices and any employee taking any medicine without having expert opinion will be responsible for his /her own actions. The first aid boxes may only have general purpose medicines on the directions of qualified doctor.

HOD Admin is responsible for maintaining a properly equipped first aid box. A notice stating where the first aid box is kept must be displayed prominently in public areas.

#### **1.6.3 HOUSEKEEPING**

Cleanliness and maintenance of the workplace equipment and other facilities will be in accordance with **MDF's** set standards. Floors should be cleaned on a regular basis and waste bins should be emptied daily. Rubbish will be kept in suitable containers and should not be allowed to overflow. Combustible waste must be kept away from ignition

sources. Large items of rubbish that pose a particular hazard, such as obsolete items of furniture, should be removed without delay.

#### **1.6.4 BASIC NEEDS**

**MDF** management will ensure to all employees to safeguard some of the basic needs of the individual. The list of such aspect is meant to provide examples and is not to be interpreted as compulsory because **MDF** management is in any case obliged to take responsibility for all health and safety-related aspects of its personnel. The list is as follows:

1. Suitable and clean sanitary facilities
2. Availability of potable water inside the **MDF**'s premises
3. Suitable food storage facilities, if, as a result of the kind of work carried out and of working hours, the personnel needs to take food from home

#### **1.6.5 SMOKING**

Non-smokers shall be protected from the discomfort and health hazards of tobacco smoke in office areas. Generally a No Smoking policy shall prevail in all areas of the **MDF** premises and within its owned or rented vehicles. It is the responsibility of the Senior Management to enforce this at all time as much as it is practical. Smoking is permitted only inside the smoking areas established/specified by the HOD Admin.

#### **1.6.7 INSPECTION**

The HOD Admin will conduct a planned inspection of **MDF** premises on regular basis to ensure the above standards are being complied with. The inspection will follow a set criterion and be scored accordingly.

### ***1.7. FIRE SAFETY MANAGEMENT SYSTEM***

**MDF** Management shall ensure the implementation of an effective fire management system within **MDF** Premises. Each premise shall have a fire safety procedure that shall incorporate the following basic elements of fire safety:

- means of detecting fire and raising the alarm;
- means of fighting fire;
- adequate means of escape,
- provision of suitable information and training.
- regular checks of all electrical appliances to avoid short circuiting

For all **MDF** premises, the following requirements are specified for fire prevention and emergency plans:

#### **1.7.1 FIRE DETECTION AND MANAGEMENT SYSTEM**

The design of a fire alarm system for any **MDF** premises must take into account the degree of risk involved. The purpose of a fire alarm system may be simply to alert the persons in the building in the event of an emergency.

HOD Admin shall ensure the installation of Fire Alarms within **MDF** premises. Fire alarms will be checked on monthly basis as per the Standard Operating Procedures. All the tests shall be documented for tracking and monitoring purposes.

Any operational fault will be rectified and staff shall be informed of alternative temporary warning arrangements which may be necessary.

#### **1.7.2 FIRE PRECAUTIONARY MEASURES**

**MDF** management is committed to deploy a proactive approach to ensure OHS of its employees. As a mean to prevent outbreak of fire inside the workplace all employees are supposed to observe precautionary measures communicated by the Admin Department.

#### **1.7.3 PROVISION OF FIRE FIGHTING EQUIPMENT**

All **MDF** premises must have adequate means for fighting fire. Selection of fire appliances depends on the fire risk. Portable fire fighting equipment shall be installed and maintained properly.

Portable fire fighting equipment such as extinguishers and fire smothering blankets should be checked regularly. Regular inspection should be carried out by a trained contractor and the date of the service should be recorded on the extinguisher.

#### **1.7.4 DISPLAY NOTICES**

Notices of "Action in Case of Fire" in English/Urdu detailing procedures to be followed by employee are displayed prominently within each building, together with a list of fire alarm locations and fire fighting equipment.

Fire/evacuation procedures for the relevant office must be displayed in areas accessible to the public areas.

#### **1.7.5 FIRE DRILLS**

The HOD Admin will ensure that fire drills are carried out preferably once every quarter. A log shall be kept as a record to indicate date, evacuation time, participants etc in the site fire safety folder for monitoring and tracking purposes.

#### **1.7.6 RECORD**

Maintenance of fire warning systems, firefighting equipment and fire detectors is part of fire prevention and proper maintenance of records must be kept. Records of fire evacuation drills and inspections of the means of escape should also be kept. Records of inspections and tests of electrical installations and portable electrical equipment must be maintained.

### ***1.8. EMERGENCY EVACUATION PLAN***

Formal emergency response systems and plans shall be developed and place primary emphasis on the health and safety of employees, contractors, visitors and the public. The plans shall be tested regularly.

In order to minimize the dangers pertinent to emergency situations such as earth quake, out break of fire, explosion, or terrorist attack, it is the responsibility of HOD Admin to effectively plan, document, and communicate the evacuation plan by minimizing all the associated risks.

All **MDF** employees are advised to follow the instructions as per the Evacuation Plan communicated to them from time to time by the Admin department.

### ***1.9. SECURITY PLAN AND INSTRUCTIONS***

HOD Admin will draft and implement a complete security plan for the sake of protection from sabotage/terrorist activities/pilferage/ robberies etc.. It is the responsibility of every employee of **MDF** to follow the security instructions set out by the admin department to ensure every one's security inside the **MDF** premises.

## **SECTION H**

# **DISCIPLINARY PROCEDURES**

### ***1.1. SCOPE***

**MDF's** Discipline Policy applies to all employees regardless of their nature of employment and work with **MDF**. All employees of **MDF** are "employees at-will" and, as such, are free to resign at any time with or without reason. **MDF**, likewise, retains the right to terminate an employee and compensation at any time in accordance with the laws of Pakistan. Where an act of misconduct occurs, disciplinary action which is recognized in law will be the organization response.

### ***1.2. PURPOSE & OBJECTIVES***

The aim of this policy is to establish fair and consistent guidelines for the behavior standards expected from **MDF** employees. The policy also outlines the corrective steps that will be taken if an employee exhibits behavior that is deemed unacceptable.

The main objectives of the discipline policy are;

1. To establish rules pertaining to employee conduct, performance, and responsibilities so that all employees can conduct themselves according to rules of good behavior and good conduct.
2. To set out the general principles relating to achieving and maintaining standards of conduct and job performance within the context of investigation, communication and representation.
3. To inform all employees of the disciplinary rules and issues relating to misconduct and gross misconduct which will result in disciplinary action and advise all employees and their managers about the disciplinary procedure.
4. To ensure that fair, consistent and reasonable action is taken where acceptable standards of conduct and job performance are not maintained

### ***1.3. POLICY STATEMENT***

The maintenance of socially acceptable and ethically correct behavioral standards is in the best interests of **MDF** and its employees. Where such standards are breached, the organization has a right and responsibility to initiate corrective action.

As representatives of **MDF**, all employees must perform their role with honesty, integrity and in the best interest of the organization. Employees are expected to demonstrate a standard of conduct that upholds the reputation of **MDF** and is respectful of the rights of others and the standards of the society in which **MDF** works. Employees must act in conformity with applicable laws, regulations and standards common to employees of other organizations.

**MDF's** Code of Conduct, disciplinary code and procedures are designed to make clear the behavioral standards required of **MDF** employees and to specify the actions to avoid/rectify unacceptable deviations from these standards. The dismissal of an employee may take place only where corrective action/s has/have failed or subject to the seriousness and nature of incidents

## 1.4. DISCIPLINARY CODE

The code of conduct is essential part of this disciplinary code. An employee can be counseled/ penalized on the following types of conduct

- Misconduct
- Gross Misconduct

### 1.4.1. MISCONDUCT

*“Failure to use reasonable care, the doing of something which a reasonably prudent person would not do, or failure to do something which a reasonably prudent person would do under like circumstances. A departure from what an ordinary reasonable member of the community would do in the same community”*

Where something is seen as unacceptable but is not a **serious criminal/disciplinary** offence. Misconduct would be dealt with in accordance with the stages of the disciplinary warning procedures, some examples of misconduct are listed below but the list is not exhaustive and may vary from organization to organization.

1. Absence from duty without prior permission from the appropriate authority
2. Leaving the working area without permission from the appropriate authority
3. Undesirable conduct
4. Neglect of work
5. Tardiness
6. Creating or contributing to unsanitary or unsafe conditions
7. Use or possession of another employee's working equipment without said employee's consent
8. Stopping work or making preparations to leave work without specific prior authorization before any official break in work or before the specified quitting time
9. Where the operation is continuous, leaving post without proper relief
10. Failure to report immediately any personal injury or equipment damage;
11. Neglect or carelessness in following safety or Departmental rules, or disregard of common safety practices;
12. Use of abusive or threatening language towards other employees
13. Soliciting/canvassing of other employees, without permission, during working hours
14. Failure to report an accident in which the employee was involved;
15. Unauthorized use of **MDF** property to do private work
16. Threatening or intimidating employees or supervising authority at any time;
17. Making or publishing of false, misleading or malicious statements concerning any employee, supervising authority, the **MDF** or its operation.
18. Acceptance of gifts and presents from **MDF**'s customers/clients/suppliers
19. Unauthorized presentation of official statement/speech to print or electronic media
20. Obstructs or disturbs or causes to be obstructed or disturbed the peace in the Organization
21. Attempt to practice the nepotism, sectarianism, provincialism, racism and victimization

### 1.4.2. GROSS MISCONDUCT

Gross misconduct is behavior which constitutes a fundamental breach of the contract and would make continuation of the employment relationship intolerable. Gross misconduct is wrongdoing by the employee that completely undermines the employer's trust and confidence in the employee to perform his/her duties. In other words it has to be pretty serious. When gross misconduct is found (after a full and fair disciplinary procedure), the breach is considered serious as to bring the employment relationship to an end. For instance, acceptance of bribes and illegal gratification would be treated as gross misconduct.

The following offences are regarded as very serious and will be treated as Gross Misconduct and this list is not exhaustive. If an individual is found to have committed one of these offences or any other offence not listed but constitute criminal or major breach of code of conduct, he/she could be dismissed without notice, after following the proper procedure.

#### **1.4.2.1 SEXUAL HARASSMENT;**

“Harassment” means any unwelcome sexual advance, request for sexual favors or other verbal or written communication or physical conduct of a sexual nature, or sexually demeaning attitudes, causing interference with work performance or creating an intimidating, hostile or offensive work environment, or the attempt to punish the complainant for refusal to comply to such a request or is made a condition for employment;

The above is unacceptable behavior in the organization and at the workplace, including in any interaction or situation that is linked to official work or official activity outside the office. Any Sexual Harassment case will be dealt with strictly in compliance as per Disciplinary and Grievance cases as per this manual and with Protection Against Harassment of Women at the Workplace ACT 2010. Amendments and contents of this ACT will supersede if **MDF** policies do not remain in compliance. It is also important to clarify that sexual harassment can happen regardless of sexual orientation.

#### ***Explanation:***

There are three significant manifestations of harassment in the work environment:

##### **(a) Abuse of authority**

A demand by a person in authority, such as a supervisor, for sexual favors in order for the complainant to keep or obtain certain job benefits, be it a wage increase, a promotion, training opportunity, a transfer or the job itself.

##### **(b) Creating a hostile environment**

Any unwelcome sexual advance, request for sexual favors or other verbal or physical conduct of a sexual nature, which interferes with an individual’s work performance or creates an intimidating, hostile, abusive or offensive work environment.

The typical “hostile environment” claim, in general, requires finding of a pattern of offensive conduct, however, in cases where the harassment is particularly severe, such as in cases involving physical contact, a single offensive incident will constitute a violation.

##### **(c) Retaliation**

The refusal to grant a sexual favor can result in retaliation, which may include limiting the employee’s options for future promotions or training, distorting the evaluation reports, generating gossip against the employee or other ways of limiting access to his/her rights. Such behavior is also a part of the harassment. Sexual harassment need not be intentional to violate this policy. While it is not possible to list all circumstances that may be considered sexual harassment, the following are examples of conduct that, if unwelcome, may constitute sexual harassment. In each case, a finding of sexual harassment will depend upon the totality of the circumstances, including the severity of the conduct and its pervasiveness:

1. Unwelcome sexual advances, whether or not they involve physical contact.

2. Sexual epithets, jokes, written or verbal references to sexual conduct, comments about an individual's body, comments about an individual's sexual activity, deficiencies or prowess.
3. Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments.
4. Discussion of one's own sexual activities or inquiries into others sexual experiences.
5. Displaying sexually suggestive objects, pictures, and cartoons.

#### 1.4.2.2 PROCEDURE ON DEALING WITH SEXUAL HARRASMENT CASES

Following actions points will be ensured while dealing with sexual harassment cases in pre, during and post enquiry processes as mentioned in the ACT.

1. **MDF** management will form enquiry committee within 7 working days when the matter is raised in writing.
2. Inquiry committee will be comprised of at least three senior members whom one member shall be women. In case of failure to form committee, the management may appoint member from external resources. Any member can become chairperson on the committee.
3. Committee will communicate the charges and statement of allegations in writing to the accused and require 7 working days to submit the written response failing which committee will proceed ex-parate
4. The committee order any witness, examination of documents, statements from both parties and ensure all possible measure to investigate and conclude the case in a fair and just manner.
5. All communications will be kept confidential. The committee may appoint any employee to provide assistance to the any of the party if needed and /or both parties have the right to accompany any colleague or friend for support.
6. The enquiry committee will conclude the case and submit its final findings and recommendations within 30 calendar days from the date it has been constituted.
7. The committee may refer to disciplinary actions of minor and major levels as mentioned in the contract.
8. The management of **MDF** shall decide and officially communicate the outcome and action to be taken to all concerned parties within 7 working days.
9. Any party aggrieved by the decision of the management of **MDF** can appeal in writing to an ombudsman within 30 days of the decision communicated.

#### 1.4.2.3 THEFT

Any instance of theft or attempted theft from the organization, or from clients, visitors, or other members of staff. **MDF** property must not be removed from the **MDF** premises for personal use, nor used for private purposes within the premises without prior written approval of the Competent Authority.

#### 1.4.2.4 FRAUD

Any deliberate attempt to get money or goods through concealment of information or falsification of any records or documents that relate to employment from the organization or members of the public in the course of official duties. For instance, this includes misrepresentation of time sheets or entitlements to expenses or allowances and deliberate falsification of records.

#### 1.4.2.5 CORRUPTION

An act done with intent to give some advantage inconsistent with official duty and the rights of others. It includes bribery, but is more comprehensive; because an act may be corruptly done, though the advantage to be derived from it is not offered by another.

#### **1.4.2.6 FAILURE TO DISCLOSE CONFLICT OF INTEREST**

In any sort of contract if an employee fails to disclose interest of self/family members/friends/peers etc. then such non-disclosure will be dealt as gross misconduct. It is essential that all employees remain free of, or disclose, commitments and relationships that involve, Or could involve a conflict of interest with **MDF**.

A conflict of interest can exist if an employee has a direct or indirect personal interest in a decision being made where that decision should be made objectively, free from bias and in the best interests of **MDF**. It is important that even the appearance of a conflict of interest be avoided. Any employee who believes that he or she may be affected by a conflict of interest must immediately disclose all relevant details to his or her supervisor. Further details are explained in code of conduct.

#### **1.4.2.7 PHYSICAL ASSAULT**

Fighting with, or physical assault on, any client of **MDF**, visitor, member of the public or fellow employee whilst on duty or on **MDF** premises. A physical contact or bodily harm on a person that puts the person in immediate danger or in apprehension of such harm or contact.

#### **1.4.2.8 BEING UNFIT FOR DUTY**

Being drunk/taking banned drugs or by being asleep (unless authorized to be so, e.g. on stand by duty) during the course of employment-related activities or being drunk/taking banned drugs sufficiently to impair capability to carry out duties such as might put colleagues, clients, or other persons at risk or bring the organization into disrepute.

#### **1.4.2.9 REFUSAL TO CARRY OUT A REASONABLE MANAGEMENT INSTRUCTION**

This includes insubordination to a senior officer or supervisor at any stage of performing official duties.

#### **1.4.2.10 BREACH OF CONFIDENTIALITY**

Any matters of a confidential nature in particular any information relating to clients, individual staff records and details of contract prices and terms must, under no circumstances be divulged or passed on to any unauthorized person or persons.

#### **1.4.2.11 MISREPRESENTATION**

A deliberate misrepresentation of details required on application for employment with **MDF** with special reference to a failure to disclose conviction e.g. date of birth, status, qualification, experience, health and criminal status, or other relevant information.

#### **1.4.2.12 BULLYING, HARASSMENT AND VICTIMIZATION**

Serious bullying, harassment or victimization of /clients, members of the public or members of staff. Advice can be sought from Manager HR for declaring, and dealing with, harassment or bullying under misconduct or Gross Misconduct.

#### **1.4.2.13 BRINGING THE ORGANIZATION INTO SERIOUS DISREPUTE**

Including misuse of the **MDF**'s name to get benefits for any individual or to have any illegal edge.

#### 1.4.2.14 CRIMINAL CONDUCT

Conduct of criminal nature (whether or not it results in conviction), deemed prejudicial to **MDF**'s interests, whether committed:

1. During the course of employment-related activities, within or outside normal working hours, or
2. Outside the course of employment-related activities, taking account of the nature of the employee's employment, the duties of the post and the offence committed.

Note:

*This list takes into account the main categories of likely serious offences: the list cannot however be considered exhaustive and the concerned Human Resources or its representative should be consulted in respect of any cases considered to be classified as Gross Misconduct which do not fall within the categories listed.*

#### 1.4.3. POOR PERFORMANCE

It is important to recognize that actions taken in regard to poor performance due to lack of capability e.g. lack of knowledge, skill, aptitude or training requires a different approach to action taken for misconduct. A Human Resource Manager must be consulted in such cases. Where a person's manager is of a different professional background the use of an appropriate advisor or specialist is encouraged.

The aim is to support those trying to improve performance within reasonable time limits dependent upon the circumstances in the work area. Initial action will include counseling, advisory discussion, agreeing action plans or time specific objectives as well as closer supervision, training or further training. During the formal stages of this process the employee has the right to be accompanied by their representative.

Where the individual's level of performance still fails to meet the appropriate standard then managers may need to use the Disciplinary procedure. The individual must at this stage be advised that ultimately their job could be at risk.

In cases where despite having been supported an individual is still incapable of working to the standard, alternative options including other employment within the organization should be considered before they are dismissed.

No employee shall tamper with, interfere with, remove or destroy his / her own record of service or that of any other employee.

### 1.5. RESPONSIBILITIES:

The management of **MDF** is mainly responsible for the effective implementation of the disciplinary policy.

All employees as well, have a responsibility to comply with legislation, **MDF** policies, procedures and the **MDF** Disciplinary Code and code of conduct, to perform their duties effectively and provide impartial and accurate advice and act in a manner that promotes a productive and harmonious working environment.

#### 1.5.1 EMPLOYEE'S RESPONSIBILITIES

Employees are expected to ensure good behavior and conduct in dealings with management/colleagues/ customers and with other organizations and to co-operate with any aspect of the procedure when required. It is the responsibility of employee to;

1. Maintain satisfactory standards of performance and behavior as it relates to the workplace as per code of conduct
2. Be aware of their obligations as an employee and the consequences of failing to comply with the established standards of performance
3. Cooperate in any investigations of cases of unsatisfactory or unacceptable behavior or work performance.

### **1.5.2 LINE MANAGER'S RESPONSIBILITIES**

The departmental head/immediate line manager would be responsible;

1. To ensure that all employees in their Department are aware of their obligations as employees and the consequences of failing to comply with established standards of performance;
2. To ensure that all employees in their department maintain satisfactory standards of performance and behavior.
3. To investigate all cases of unsatisfactory or unacceptable behavior and initiates appropriate progressive corrective disciplinary action according to the policy; and
4. To assist immediate line managers in matters pertaining to the disciplinary procedures.

### **1.5.3 RESPECTIVE HUMAN RESOURCE DEPARTMENT'S RESPONSIBILITIES**

The HR Department of **MDF** is responsible for;

1. Advising departmental heads/ line managers in the employees' work and about the disciplinary procedures.
2. Ensuring fairness and equality as well as consistency in disciplinary procedures being conducted.
3. Maintaining proper record of all the disciplinary actions and compliance to the policies and procedures
4. Forwarding suggestions to the management for the betterment of the disciplinary procedures and employee motivation

## ***1.6. DISCIPLINE PROCEDURES***

Anyone found practicing or involved in the acts mentioned in the Disciplinary Code will be subjected to the corrective action by the organization. It is the policy of **MDF** to utilize progressive disciplinary actions when **MDF** deems it appropriate. The procedure to be followed is mentioned in detail and is required to be assured for each and every employee irrespective of his/her status, age, contract type or location.

### **1.6.1 PRINCIPLES**

The principles of Disciplinary procedures would be;

1. The objectives/standards expected by the **MDF** will be made clear to all staff
2. Employees will be informed promptly about any concerns over their conduct, or shortfalls in their performance – with informal procedures being used in the first instance, unless the concern relates to issues of substantial misconduct or poor performance
3. Employees will be given every opportunity to improve performance or conduct, even while disciplinary action is being taken
4. All disciplinary cases will be considered on their own merits, with relevant circumstances being carefully investigated before disciplinary action is taken.
5. All investigations, proceedings, witness statements and records of disciplinary hearings or appeals will be kept confidential

6. Employees will be informed On Time of all the hearings prior to the date set for a hearing and will be fully informed on the issues which are to be raised.
7. Employees have the statutory right to be accompanied at all formal disciplinary and appeals hearings, by a workplace colleague of their choice.
8. Employees will be given the opportunity at the hearing to challenge any allegations and evidence before a decision is reached
9. Covert recordings by either staff or managers are not acceptable at any stage of the disciplinary process and will not be admissible within this process
10. An employee will have the right to appeal any decision taken at a formal disciplinary hearing.

## **1.6.2 DISCIPLINARY PROCEDURE LEVELS:**

The policy's aim to resolve any problem at the lowest possible level, and the line managers should always aim to avoid the escalation of a situation unless it's necessary. Where a line manager believes that problems have arisen, it is their responsibility to take immediate corrective action rather than allow an employee to continue taking inappropriate actions which could lead to a more punitive outcome.

This policy encourages line managers to identify basic information about the nature of a situation to determine whether it can be resolved through counseling or warrants formal resolution; advice may always be sought from human resource department and training can be provided, where needed, for line managers at all levels in the organization for the correct application of the discipline procedure. The following steps would be followed for disciplinary procedures;

### **1. LEVEL 1: INFORMAL PROCEDURE**

- 1.1 Informal Discussion/Counseling
- 1.2 Verbal Warning

### **2. LEVEL 2: FORMAL PROCEDURE**

- 2.1 First Written warning
- 2.2 Second Written warning
- 2.3 Disciplinary Action- Suspension/Dismissal

#### **1.6.2.1 LEVEL 1 - INFORMAL PROCEDURE**

##### *1.6.2.1.1 STEP 1 – INFORMAL DISCUSSION/COUNSELING:*

The management of **MDF** recognizes that the majority of its employees sincerely want to do what is required of them and follow the policies and procedures. Mostly an unsatisfactory conduct or performance may, in the first instance, be subject of informal discussions, counseling and offering every opportunity to improve performance or conduct. Where the immediate line manager considers that action should be taken to encourage an employee to improve his/her conduct or performance, a counseling session with the employee should be held.

The purpose of any informal discussion must be to:

1. Explore the extent to which a problem exists by citing specific examples, facts or incidents; then quantify them in terms of frequency, cost, and levels of complaint or by providing evidences.
2. Explore possible reasons for shortcomings by listening to any explanations or statements made by the employee.
3. Discuss how the employee should seek to improve.
4. Consider what training, mentorship or support may be provided.
5. Explain to the employee that failure to meet the established reasonable standards and or repetition of the inappropriate behavior will lead to more formal disciplinary action.

This will be used to bring the employee's attention to the aspects in which it is thought that performance or conduct is unsatisfactory (for example, an issue of time keeping) and to ascertain whether the employee recognizes that there is a problem.

#### 1.6.2.1.2 STEP 2 – VERBAL WARNING:

A verbal warning is likely to be appropriate when there is a second breach of rule(s), and the breach is of a minor nature. Only the detail of the verbal warning and the date will be recorded. Unless the employee repeats the offence or is guilty of some other offence within 180 days of such verbal warning, the record of this verbal warning shall be deleted from the employee's personal file or deemed ineffective after 180 days.

The Verbal warning is an important step in the disciplinary process, because it is at this point that cause for further action may be prevented or - if cause persists - provides the foundation for further action(s).

| TIME SCALE |           |                                |            |
|------------|-----------|--------------------------------|------------|
| Level/Step | In/formal | Participants                   | Time Limit |
| Level 1    | Informal  | 1. Employee<br>2. Line Manager | N/A        |

#### 1.6.2.2 LEVEL 2 - FORMAL PROCEDURES

The formal procedure may follow a pattern of written warnings where previous informal disciplinary action has not resulted in improvements of either performance or behavior. Alternatively if a single act of misconduct may be of a sufficiently serious nature to be addressed and an investigation is required to determine the cause of the event and to take preventive measure for future.

##### 1.6.2.2.1 STEP 1 - FIRST WRITTEN WARNING:

A first written warning is likely to be appropriate when there is:

- (a) A continued, or a repeated, breach of a rule(s) as mentioned in ***MDF Disciplinary Code*** or code of conduct
- (b) A first breach of a rule or misconduct which, when assessed, is of sufficient gravity to warrant a penalty higher than a verbal warning.

A written warning may or may not be preceded by a verbal warning depending on the seriousness of the inappropriate behavior or if one or more verbal warnings have been ineffective in correcting conduct or behavior.

In the event of a second offence, or for a serious first offence which is not determined to warrant suspension or discharge, an employee will be given a written warning and be advised that another offence will most likely result in suspension or discharge.

The written reprimand is most often used in circumstances where the employee has failed to regard an earlier verbal warning. The written reprimand shall contain full disclosure of the reasons, grounds for action, and/or penalty.

It is the responsibility of the Line Manager to arrange a meeting with the concerned employee within 7-10 working days once he/she becomes aware of the employee's misconduct. A copy of the written warning should, whenever possible, be delivered in person or otherwise forwarded by registered mail to the employee. One copy should be forwarded to the HR department.

The employee must sign the warning, which is then to be filed in his/her personnel file.

| TIME SCALE- STEP 1 |           |                                                              |                   |
|--------------------|-----------|--------------------------------------------------------------|-------------------|
| Level/Step         | In/formal | Participants                                                 | Time Limit        |
| Level 2-Step 1     | Formal    | 1.Employee<br><br>2.Line-Manager/CEO or ED<br><br>3. HR Dept | 7-10 working days |

#### ***1.6.2.2.2 STEP 2 - SECOND (FINAL) WRITTEN WARNING:***

If same offence is committed again or performance/conduct fails to improve, or if the offence is of serious nature then a second written warning will be appropriate then after consultation with HR Department, followed by a formal disciplinary interview which needs to be held within 7-10 working days after the incurrence of actual event or when the event is once again brought into Line Manager's notice. The second written warning will give details of the offence and of the required improvement, and will be placed in the personal file held in the HR Department. The procedure of the sending the letter will remain the same as of in case of first level warning.

| TIME SCALE- Step 3 |           |                                                                   |                   |
|--------------------|-----------|-------------------------------------------------------------------|-------------------|
| Level/Step         | In/formal | Participants                                                      | Time Limit        |
| Level 2-Step 2     | Formal    | 1. Employee<br><br>2. Line Manager/ED<br><br>3. Concerned HR Dept | 7-10 working days |

#### ***1.6.2.2.3 STEP 3 – SUSPENSION/ DISMISSAL***

Dismissal of an employee is the most serious form of censure and is appropriate only when corrective action has failed or when the nature of breach is so serious that continued employment is unsustainable.

Where there are allegations of Gross Misconduct (As given in Disciplinary Code), the employee must be suspended as soon as it is determined that there is a case of gross misconduct. Suspension does not in itself constitute a disciplinary act, but allows for a fair investigation to take place. Suspension shall not exceed 04 days at a time and total suspension shall not exceed 28 days in normal circumstances. All extensions will be communicated in writing to all stakeholders in the process.

The order of suspension shall communicate in writing to the employee and will take immediate effect, together with a statement of the employee's right of defense with support from the official record and the choice of as a representative for the defense.

An employee under suspension will be entitled to his/her 100% of the pay & allowances and the maximum period of this suspension will be twenty eight (28) working days. However in cases, where management faces difficulty to investigate the case, suspension can extend to a reasonable time where investigation process is completed.

When an employee who has been suspended is reinstated and found not guilty, he will be considered on duty during the period of suspension and will be entitled to the same salary and benefits as he would have received if he had not been suspended.

Suspension of an employee will be effective after the authorization of the ED on the recommendation on HR department and its communication in writing to stakeholders. Method of sending communication and acknowledgement receipt would be through registered mail or in person.

| TIME SCALE- Step 3 |           |                                                 |                   |
|--------------------|-----------|-------------------------------------------------|-------------------|
| Level/Step         | In/formal | Participants                                    | Time Limit        |
| Level 2-Step 3     | Formal    | 1. Employee<br>2. Line Manager/ED<br>3. HR Dept | 7-10 working days |

## ***1.7. GENERAL RULES FOR CONDUCTING DISCIPLINARY HEARINGS***

### **1.7.1 INVESTIGATION/PRE HEARING**

1. Disciplinary hearings will be conducted in most cases of alleged Gross Misconduct.
2. It is the responsibility of the Line Manager/department head or any other employee to inform HR Department about any breach of Gross Misconduct and provide complete information of the incident as soon as the actual incident occurs. HR department will inform ED as per their delegated authorities for the permission of conducting investigation.
3. Based on the request of HR the hearing officer (or Inquiry Committee) will be appointed by the CA (ED/Governing Body) and it could be any peer or manager or member of governing body but not someone who may have influence from either party which can affect the disciplinary process quality.
4. It is also important to follow that in case of sexual harassment investigations and disciplinary hearing, there is a mandatory condition that a inquiry committee of at least three members is formed and one member must be a women.
5. The role of the hearing officer (inquiry Committee) is to interview any relevant parties and witnesses, take statements, draw together all relevant information and, ensuring strict confidentiality, produce a report on the findings as to whether there is a case to answer.
6. In cases of Gross Misconduct requiring more extended investigation, the employee may be subject to suspension as mentioned in the step 3 of the formal disciplinary procedure.
7. If there is a case to answer, the hearing officer (Inquiry Committee) will, with advice from HR, notify the employee in writing about the date of the hearing, giving the employee at least five (5) working days notice. This communication must also set out the nature of the allegations against the employee, including any statements/documents to be used during the hearing or the employee's right to representation and to call witnesses

### 1.7.2. DURING THE HEARING

1. Full details will be given to the inquiry committee or hearing officer and to the person in question as to which aspects of performance /conduct are unsatisfactory and why
2. Witnesses will be available to clarify or expand on any aspect of their witness statement, as requested by the committee or hearing officer or employee / representative
3. The employee will be allowed to counter the allegations or state their justification or reasons for the behavior in question, including any mitigating circumstances
4. The employee's representative (must be within organization) will be given an opportunity to make representations verbally and/or in writing.
5. Any underlying causes for poor performance or conduct will be discussed
6. The employee will be put on notice period that a lack of improvement in behavior may result in further disciplinary action if required in the event that new information is presented at the hearing, provision is made for an adjournment pending further investigation.
7. A reasonable period for improvement will be agreed, together with any help, guidance, training or coaching which might be needed. However in cases of gross misconducts employee cannot be put on any notice period or given a reasonable period for improvement.
8. The hearing officer/committee may endorse the following decisions according to the nature of offence
  - a. Warnings
  - b. Penalty (in terms of financial/non-financial) to the employee
  - c. Demotion of an employee
  - d. Transfer
  - e. Dismissal
9. A written note of the hearing proceedings will be made. A copy of this will be kept with HR, one copy will be kept by the line manager and one copy will be given to employee. These should be signed as true records of the discussion by those present at the meeting

### 1.7.3 POST HEARING

After conclusion of the entire disciplinary hearing(s), the hearing officer/Committee will adjourn to consider the case and all relevant evidence. The hearing officer/Committee shall then determine whether disciplinary action is warranted and, if so, the level of disciplinary action as outlined in the section mentioned above.

The hearing officer/committee will record the decision in writing and sign it at the earliest opportunity, and a copy of such decision shall be kept on the employee's personal file while the disciplinary action is live. The employee will also be advised in writing of the right to appeal.

If, after the disciplinary hearing, the employee is dismissed for Gross Misconduct, then dismissal will take place with effect from the date when the decision is confirmed in writing.

Following a formal hearing a letter will be sent to the employee within 15 working days which will include the relevant information as applicable after consultation with the legal advisor. This may include Date of interview, together with list of those present, Details of previous warnings, Outcome of the hearing including the nature, level and duration of corrective actions, Summary of performance or improved conduct required during the review period, Notice that failure to improve could ultimately lead to dismissal, The right to appeal and the name of the manager to whom the appeal should be addressed.

Employee will be asked to sign, date and return one copy of the letter as acknowledgement of receipt. The signed copy will be sent to the HR department for placement on the employee's file

#### **1.7.4 APPEALS AGAINST DISCIPLINARY ACTIONS**

Appeals against verbal and written warnings will normally be made to the Next Reporting Line in the Management chain, but, in all cases of dismissal/demotions/fine/Transfers, it will be normally made to ED or head of governing body if stipulated or the case nature warrants that.. Appeals may be made on grounds of:

1. Alleged unjust finding against the employee
2. Alleged failure to properly take into account facts of the case
3. Alleged new information that has come to light which goes to the substance of the allegations
4. Alleged failure to follow the prescribed disciplinary procedure

An appeal against disciplinary action must be made in writing within ten (10) working days of communication of the disciplinary decision. An appeal hearing will usually be held within fifteen (15) working days of receipt of the employee's grounds of appeal. In exceptional circumstances, this may need to be delayed and employees will be advised in the event of such exigency.

The purpose of an appeal is not to re-hear the case, but to hear the case for changing the disciplinary outcome. In all cases other than an appeal against dismissal/demotions/fine/Transfer, the decision of the hearing committee will be final.

Upon receiving the request of appeal the ED may or may not issue directives to form an appeal panel. After careful investigation the appeal panel may:

1. Uphold the original decision
2. Uphold the appeal
3. Reduce the level of disciplinary action

In the case of re-engagement to a comparable job, or reinstatement, the panel will restore the employee's contractual position with **MDF**, as if there had been no break. Where the disciplinary action is endorsed by an appeal panel, the original penalty and date will stand.

#### **1.7.5 SAFE KEEPING OF PAPER WORK AND CONFIDENTIALITY**

All paper work in connection with an allegation, investigation and findings, will be held on a confidential file and employee's personal file.

Where a disciplinary penalty is awarded, a copy of the decision letter will be placed on the employee's file and, except as provided otherwise, will be removed after expiry of the appropriate time limit and will be kept if needed in future.

### ***1.8. POOR PERFORMANCE***

It is important to recognize that action taken in regard to poor performance due to lack of capability e.g. lack of knowledge, skill, aptitude or training requires a different approach to action taken for misconduct. A Human Resource Manager must be consulted in such cases. Where a person's manager is of a different professional background the use of an appropriate advisor or specialist is encouraged.

The aim is to support those trying to improve performance within reasonable time limits dependant upon the circumstances in the work area. Initial action will include counseling, advisory discussion, agreeing action plans or time

specific objectives as well as closer supervision, training or further training. During the formal stages of this process the employee has the right to be accompanied by their representative.

Where the individual's level of performance still fails to meet the appropriate standard then managers may need to use the Disciplinary procedure. The individual must at this stage be advised that ultimately their job could be at risk.

In cases where despite having been supported an individual is still incapable of working to the standard alternative options including other employment within the organization should be considered before they are dismissed.

No employee shall tamper with, interfere with, remove or destroy his / her own record of service or that of any other employee.

### ***1.1. SCOPE***

Grievance policy and procedures apply to all employees of **MDF**. It is the responsibility of line managers and HR department to ensure that all principles underpinning in this policy and procedures document are applied, with true sense, in their concerned sphere of work. It is important to have clarity that certain grievances are of serious or such nature which requires a treatment under disciplinary proceedings instead of grievance procedures when reported.

### ***1.2. PURPOSE***

The purpose of this policy is to ensure that employees have an effective way of raising complaints, and that these will be dealt with in a fair, thorough and prompt way as to;

1. Provide a platform to each individuals to show his/her concern.
2. Create a culture of positive dialogue between employees and to promote respect and dignity for fellow colleagues at all times through resolving issue.
3. To help **MDF** in identifying the root causes of grievances and to solve it.
4. To inform employees about the steps involved in procedure, detailing both formal and informal stages and time scale.

### ***1.3. POLICY STATEMENT***

**MDF** “Grievance and Complaints policy” provides a mechanism for employees to express any grievance they may have against any other employee, systems of the organization and or working conditions and approach to different levels of authority in the organization to address the grievance.

**MDF** is committed to create and maintain harmonious and good working relationships and thereby establish an efficient, motivated and a contented workforce. This policy complies with providing a fair and effective procedure for settling individual grievances and applies to all employees of **MDF**.

**MDF** places great emphasis on sincerely resolving grievances of its employees as swiftly as possible and will investigate them in an objective and factual manner through the Grievance Procedure. **MDF** believes in equal and fair treatment of the grievance of the employees as the **MDF** is an “Equal Employment Opportunity” employer.

As a main principle, **MDF** management will not take any action on receiving of anonymous communications and holds a right to dismiss any employee found involved in sending such communications. All employees must raise the case as prescribed in this policy.

### ***1.4. RULES***

The Grievance policy is based upon the following rules:

1. All employees will be treated equally, fairly and consistently in relation to their concerns and grievances.

2. Wherever possible all grievances will be managed and resolved as speedily as possible. Matters should be dealt with on a day-to-day basis as they occur and be settled as near to the point of origin as possible.
3. All employees have the right to raise, and have their grievance heard, by an appropriate level of management.
4. Grievance can be raised by any individual or group of individuals to the concerned authorities.
5. Employee, who pursues an issue under this policy shall be and remain free from reprisal, recrimination, harassment, victimization or discrimination as a result of doing so.
6. Any matter which comes under sexual harassment or is of nature which provides reasonable grounds to be treated as disciplinary case, will be dealt with as per disciplinary procedures.

## ***1.5. RESPONSIBILITIES***

### **1.5.1 EMPLOYEE'S RESPONSIBILITIES**

1. Every employee has a responsibility to raise matters of concern with their manager with honesty, accurately and without malice against anyone else.
2. Cooperate with all parts of grievance process and should act responsibly and try to resolve problems at workplace.
3. All employees are responsible to follow the **MDF's** Grievance Policy and Procedures while raising any complaint.

### **1.5.2 LINE MANAGER'S RESPONSIBILITIES**

1. Managers are responsible for encouraging employees to raise matters of concern, to identify the causes and then try to resolve them satisfactorily.
2. Managers will advise employees on every step to be taken, hearing the grievance, responding to grievances and taking appropriate action.
3. Heads of Departments/EDs are responsible for ensuring that their managers understand the importance of good communication and of managing grievances effectively, providing coaching and/or training where appropriate.
4. Managers will ensure to involve respective HR Department during the formal stages of the grievance process.

### **1.5.3 RESPECTIVE HR DEPARTMENT RESPONSIBILITIES**

Respective HR Department will be responsible to;

1. Advise Line Managers, Departmental Heads, CEO, ED and employees about the grievance policy and procedures, where appropriate.
2. Ensure fairness equality in treatment of grievance case with mutual consent of both employee and manager.
3. To be involved administratively in any formal grievance meetings and support the process

## ***1.6. SITUATIONS***

Following are some of the situations where an employee can raise a formal grievance;

1. When an employee believes that s/he has not been fairly treated in the application of any of **MDF** policies, procedures and terms and conditions of Appointment Letter etc.
2. When agreement cannot be reached between employees, Appraiser/Appraisee during performance management exercise.

3. When employees feel to be treated unfairly in accordance with the implementation of **MDF** compensation and benefit and condition of service.
4. When s/he feels that s/he is treated unfair as a result of gender biasness.
5. When an employee feels uncomfortable with other departments or work environment e.g. working conditions, working hours etc.
6. When any individual has a grievance related to suspected sexual harassment at work environment.
7. When s/he observes any activity of any other colleague which seems beyond legal compliance or illegal acts.
8. When s/he is forcefully asked for any favor, which is ultimately not in favor of organization.
9. When s/he is subjected to unethical behaviors/Physical abuse OR
10. In any situation resulting in dispute

*Note: The list of situations is comprehensive but not limited to the above parameters*

## ***1.7. PROCEDURE FOR DEALING WITH GRIEVANCE ISSUES***

The grievances of employees are dealt through

1. Informal Stage
2. Formal Stages

### **1.7.1 INFORMAL STAGES**

If an employee feels that any colleague/senior person/the organization has unfairly dealt him with in general, the employee is first advised to try and settle the grievance with his/her immediate line manager through discussions and meetings.

Following due consideration of the issues raised, the line manager will, as promptly as possible, arrange a meeting with the employee concerned, respond to the grievance raised, and give an explanation of the reasons for the decision.

In most cases, however, the line manager will need time to consider the issue/s to establish the facts and/or consider the wider implications for the department or organization. If appropriate, advice should be sought from Human Resources at this stage. The aggrieved employee can also contact Line Manager's Manager for informal discussion as a second step.

Every effort should be made to resolve grievances without the need to invoke the formal procedure. It is in the interest of all parties that grievances should be resolved informally at the lowest appropriate level and as close to the point of origin as possible.

The use of the word 'informal' does not imply casual. The line manager must treat the grievance at this stage as serious and to deal with it in a professional manner thereby wherever possible, preventing the formal stage from being invoked.

The manager with whom the grievance is raised is required to respond as soon as possible or at the most within 7 working days.

If the employee is not satisfied with the response received after discussing the complaint with the line manager, the employee can raise his/her case formally.

### **1.7.2. FORMAL STAGE**

An employee can initiate the formal grievance process by submitting a written complaint to his/her immediate line manager or his manager against any employee/ environment /system /policy/ procedure.

If it is the line manager the employee is complaining against, he/she may submit the written complaint to the next level line manager, HOD, CEO,ED or directly to HR department.

Complaints against the CEO/ ED may be submitted to the Chairman BOD/Governing Body, who will investigate if felt warranted.

Employees have the right to be represented/ accompanied at all stages in the formal procedure by a representative which must be a colleague not acting in an official capacity.

#### **1.7.2.1 STEP I**

If a grievance is not resolved through informal discussions, it should be referred, in writing by either the employee or his/her representative to the Line Manager or Manager's Manager as appropriate. The employee will identify specifically the unresolved grievance.

The basis of any grievance raised should be set out in writing also stating the preferred remedy to the grievance.

It is the responsibility of Line Manager or Managers' Manager to arrange formal hearing to hear the registered grievance within 10 working days.

The decision of Line Manager/his Manager will be notified to those concerned within five working days of the conclusion of hearing. Human Resources Department can be consulted for counseling and advice on procedures of formal hearing.

Important points discussed will be recorded at each hearing/interview which would be the responsibility of Line Manager/his manager and to circulate them within 2 working days after the decision is taken to the employee, their representative, Managers involved and respective HR department. Confidential records of formal grievance raised will be held by Human Resource Department.

Employees have the right to appeal against the decision of the first formal stages. This should be put into writing to the appropriate next management level.

#### **1.7.2.2 STEP II**

If, at Step I, grievance is not resolved, it should be referred by either the employee/their representative/their Manager to the next reporting officer/manager's manager/HOD/CEO within 10 working days after the first intimation is sent out.

The manager, ED or BOD member to whom the grievance has been referred will then be responsible for arranging and chairing a hearing within 7-10 working days after receiving the formal grievance notification from employee.

Respective Human resource department would be involved in all meetings related to grievances whenever required.

At this stage, every effort will be made to identify and agree on the exact nature of the outstanding issue/s and to resolve accordingly.

Referring to the Higher Authority i.e. ED or BOD would be the final stage. The grievance should be detailed in writing and sent by the employee/employees' representative/the Manager, together with full supporting documentation within 10 working days of the notification of the decision at the prior stage.

Decision of hearing committee or officer will be treated as final, which will further be notified to both the parties within 5 working days of the conclusion of the hearing. This will be the final stage of grievance and there will no appeal after this stage.

## ***1.8. GENERAL PROCEDURES – FORMAL STAGES***

Following procedures will be applicable in both the cases i.e. joint and individual grievances. Each individual has the right to pursue an individual grievance; however the individuals concerned may agree to pursue the matter as a joint grievance where the grievance concerns the same issue. In this situation up to two employees and/or one representative will attend the formal hearing on behalf of all the other aggrieved employees.

All grievances pertaining to disciplinary actions/areas will be dealt as per the Disciplinary Hearing Procedure.

It may be appropriate to conduct some research prior to a grievance meeting in order to ascertain the situation. If possible gather further details to ensure that background information surrounding the grievance is known. Discretion and fairness will be important in conducting any research.

Hearing officer could be any peer or manager but not someone who may have influence from either party.

In cases where an employee accuses the management/system, a Management Representative will be appointed to state the management case.

Enough time will be allocated to hear the grievance properly and a confidential area will be made available for the hearing/meeting to take place.

A mutually suitable time and date of the meeting/hearing will be informed in writing to the employees within five working days of their initial grievance being raised. If appropriate, arrangements will be confirmed to all the concerned parties.

The Hearing Officer/committee will ensure that all present are introduced and explain the purpose and process of a grievance meeting/hearing to the employees. It is important to convey that the meeting/hearing is confidential and 'safe'; however, they are not guaranteed an outcome which pleases them. It should also be made clear by the Hearing Officer/Line Manager/committee that the decisions made will be explained and if they are not satisfied with these they may appeal to have the grievance heard at a higher level within the formal grievance procedure.

The aggrieved employee or representative shall explain and present the nature of the grievance and call any witnesses, if appropriate. At the conclusion of the presentation, the Hearing Officer/committee may ask questions to the employee.

The appropriate manager (management representative) shall state the management case and explain the circumstances that gave rise to the grievance and call any witnesses, if appropriate. At the conclusion of the presentation, the employee and/or employee's representative and the hearing officer may ask questions to the manager.

If necessary an adjournment can be called for by either party during the interview to collect facts or calm down provided it is approved by the hearing officer or committee.

The hearing officer/committee will close the meeting in order to consider the evidence heard and decide upon recommendations. Where possible, this decision will be communicated at the end of the meeting. The employee will in all instances be informed, in writing within two working days, or by mutual agreed time, and right to appeal to next level of/or appropriate manager against the decision. The employee should clearly state in writing on what grounds they are appealing within five working days of receipt of the decision.

# ANNEXURES

