

Vision

Indigenous people in Cambodia exercise their rights and effectively participate in the development of the national society, in using and managing their land and natural resources for their sustainable livelihood, and maintenance of their culture identity.

Mission

To promote indigenous communities, both women and men, to effectively and equitably participate in decision making to choose their own future, especially to assure their rights in sustainably managing, using and development their land and natural resources that are the basis of their livelihood and for conserving their culture.

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NTEP registered with the Ministry of Interior on 18th May 2007



**គោលនយោបាយ
គ្រប់គ្រងធនធានមនុស្ស**

**Human Resource
Management
Policy**

Final Approval date: March 2009

Core values and principles include:

INTRODUCTION

The Human Resource Management (HRM) Policy was developed by the Management Committee (MACOM) of Non-Timber Forest Product (NTFP) with the assistance of consultants from Village Focus International (VFI) and approval of the Board of Directors (BOD) of the organization.

The policy was developed in such a way that every staff member of the organization shall be equally and fairly treated as human beings.

2. Staff Recruitment

Any individual employed as a staff member of the organization, including managers, must be interviewed following a public vacancy advertisement and recruitment process.

Ordinary staff members are those who hold the positions from Project Officers (POs) downwards, including those who are within the Administration Unit.

Senior Staff members are those who hold the position of ED, ED Assistant, Project Coordinator, Admin Manager and Advisor.

All staff of NTFP ranking from ordinary and senior staff are recruited and selected by the Management Committee (MACOM) composed of Executive Director (ED), ED Assistant, PCs, Finance and Administration Manager.

Article 1: Core values and principles include;

1. NTFP works through traditional leadership structures while setting standards (quality and quantity) for female participation in all committees and activities.
2. NTFP emphasizes a participatory approach, in which the communities are enabled to choose the direction of development that is appropriate for them.
3. NTFP supports community members to speak for their rights, while creating the space for them to do so.
4. The use of indigenous languages is encouraged. Indigenous staff including females are encouraged and supported to work for the organization to facilitate communication with community organizations in the local language.
5. Gender mainstreaming for all sectors in each stage of the project cycle is encouraged.
6. Respect for traditional authority, beliefs, values, ideas, property, language and rights of indigenous communities, both men and women, are promoted.
7. NTFP seeks to actively link its activities with different government agencies and develop partnerships with other NGOs/IOs.
8. NTFP staff are expected to be accountable to the beneficiaries, donors and NTFP organization.
9. NTFP does not discriminate between indigenous, Khmer or foreign immigrants, seeing them as equal under Cambodian law and treating all equally in carrying out its work.
10. NTFP adopts a participatory and democratic principle in promoting the rights of expression by its staff and others. It is an equal opportunities employer and encourages staff development, openness and transparency in its dealings.

Article 2: Staff Recruitment

Each individual employed as a staff member of the organization, including volunteers, must be interviewed following a public vacancy advertisement and recruitment process.

Ordinary staff members are those who hold the positions from Project Officers (POs) downwards, including those who are within the Administration Unit.

Senior Staff members are those who hold the position of ED, ED Assistant, Project Coordinator, Admin Manager and Advisor.

All staff of NTFP ranking from ordinary and senior staff are recruited and selected by the Management Committee (MACOM) composed of Executive Director (ED), ED Assistant, PCs,, Finance and Administration Manager.

The BoD Members are responsible for recruiting and selecting the Executive Director of NTFP

A team of people in charge of interviewing process is defined a Recruitment and Selection Panel (RSP).

In order to avoid a conflict of interest or a possible misunderstanding, a short-listed candidate must declare his/ her relationship with any NTFP staff or BOD member, at least 3 (three) days before his/ her interview starts.

All staff or BOD members concerned must also report any relationship with a candidate

Failing to do so, the staff member will be subject to disciplinary action that may lead to job termination as stipulated on the Article 16 of this policy.

Failing to do so, the BOD member shall be faced with disciplinary action as stipulated under the heading "Terminating BOD Position"

The staff or BOD member concerned with the candidate must not take any part of the recruiting process of that candidate.

To ensure efficiency and effectiveness of recruitment, the following must be fulfilled:

1. A clear job description has to be developed by the Line Manager responsible, with help from HR Admin, and given to the RSP (See Annex 1: Defined Job Description)
2. Candidates are invited to write a covering letter and fill out an application (See Annex 2: Application Form) and submit them to the Human Resources Section of NTFP along with their Curriculum Vitae (CV)
3. Screening and short-listing of applications must be carried out in a way that ensures transparency and full participation of the RSP.
4. The employer must provide his/ her new employee with a comprehensive job induction: major provisions of pertinent policies, culture and values, working system, and vital tasks.
5. Both the employer and the employee must be well-prepared and sign the employment contract as stipulated under Article 2, see it below.

Article 3: Employment Contracts

The standard contract must be applied for all staff members, with the exception of a foreign national staff member, volunteer, intern, apprentice or community agent that can be dealt with through separate contracts.

There are two levels of contracts –

1. Contracts between the BOD and the ED;
2. Contracts between the ED and the rest of subordinates.

In this regard, the BOD is the employer of the ED; the ED that of the rest of the subordinates.

The first 3 months of employment are considered a probationary period. This period must be successfully completed before the fixed term contract for the remaining period is considered valid. In the case of failure to complete the probation period successfully, NTFP reserves the right to terminate employment, or extend probation for a further period.

The fixed-term contract is one year long and it will normally automatically end once their expiry date is reached. However, contracts can be terminated before the ending date, based on an agreement by both the employer and the employee.

In the case such an agreement is not reached mutually by the parties, the fixed-term contract can be terminated prior to the defined ending date only in the case of a serious misconduct (stipulated on the Paragraph 2 of the Article 16) or predetermined event (stipulated on the Article 15 or the Paragraph 2 of the Article 14).

In case the contract is unilaterally terminated by the employer for reasons different from serious misconduct of the employee, the employee is entitled to a minimum compensation which equals to the employment pay he/ she is supposed to acquire till the ending date of his/ her employment contract.

In case the employee unilaterally terminates the contract, the employer is entitled to a compensation, which equals to all the damage he/ she has provided to the employee during the effect of that contract.

In case the employer does not want to extend the contract, he/she must give no less that 30 (thirty) day notice to the employee.

In case no notice of termination is given to the employee, a new standard employment contract (one year) will be signed.

The employee who received a notice to leave is entitled to 3 (three) days off a month in order to seek for a new employment. In this case, the organization will facilitate for the employee to operate phone or e-mail, and the employee will pay for the actual expense

Whenever possible the employer will write a certificate of employment for the employee and provide support in the research of new employment.

The employee is entitled to provident fund benefit package as stipulated under the Article 8 of this policy depending on appropriateness of his/ her case.



Article 4: Political Neutrality

Staff members of the organization are not authorized to have an active role in any political party, under any circumstances. Failure to comply with this rule, will lead to disciplinary action as stipulated under the Article 16: Terminating Staff Employment.

Article 5: Equal Employment Opportunity

Candidates will be evaluated based on their education, experience, capability and aptitude. Women and Men will be equally considered for employment, regardless of their political tendency, religion, race, physical appearance, sexual orientation or physical disability other than when it precludes the performance of their duties.

Article 6: Office Days & Hours

1. Monday through Friday (five days), with exception for cleaner and guard who will be dealt with through a particular contract each.
2. The total working hours per week are 37:30 (thirty-seven and half) with the following breaks:
 - Morning: 7:30 – 12:00 and
 - Afternoon: 2:00 – 5:00.

This, however, can be flexible for field staff, within the fixed total working hours per week.

Article 7: Lateness

If late for work, the employee must inform the Administrator or his/ her direct supervisor and provide adequate reasons. A falsehood will result in a disciplinary action. Lateness will always affect negatively his/ her performance and may be reflected in their staff appraisal, then it must be best minimized.

Article 8: Salaries, Allowances, Government DSA, Counterpart, Seconded and Consultant Fees

8.1 Monthly Salaries

Monthly salary pay is done in between the days 24-28 of each month. The NTFP's Accountant will prepare the salary request to the Finance and Administration Manager for verifying, then submitting to the ED for approval and transfer the salary to the individual's bank account. Each individual staff member is supposed to check their bank account, then sign the staff payroll receipt and send it back to the Accountant. The salary payment is made possible once the staff member has submitted to his/ her direct supervisor their Personal Report for the month.

8.2 Salary & Allowance Advances

A staff member who experiences a personal severe emergency may be entitled to a maximum advance of half of his/ her salary or other allowance stipulated in his/ her employment contract, at the discretion of the ED. The



payment clearance must be done not later than the end of the month for which the advance was allowed.

8.3 Salary Levels

Sample 5: The Salary Grid is the standardized salary payment for the entire organization. However, the salary for a particular position is negotiable, depending for example on qualifications and experience. (See Salary Scale in Annex 3)

8.4 Salary Level & Level Amendments

Level amendments shall be made annually for standard employment contracts. The amendments shall be done with reference to any change in role, position, promotion or demotion of the staff member and to the financial means of the organization.

An annual increase of 7% will be given to all staff unless their performance has attracted adverse comment from their line manager during the year.

8.5A member of staff may join the MACOM team eg to represent the IP. They will be entitled to a level of pay higher than he/ she is paid normally. Should this end, they will revert to normal pay and staff allowances

8.5.1 A staff member who has to fulfill his/ her defined work outside his/ her normal work area in the province shall be entitled to a maximum pay of 3.50 (three and a half) US dollars for his/ her daily expenses (for whole day -.Breakfast \$0.5, lunch \$1.5, dinner \$1.5.) To be entitled to this allowance, the staff member must get the prior approval of his/ her direct supervisor.

8.5.2 A volunteer, intern or apprentice is entitled to a maximum pay of 90 (ninety) US dollars per month for his/ her living expenses.

8.5.3 Additionally, there is an allowance for a mission outside the province:

- Transportation: fee for a vehicle or other transportation means traveling between Ratanakiri and Phnom Penh and to other provinces in Cambodia, is based on actual market cost per trip and per person. However, in case of sickness or urgency of special mission, senior staff could be allowed to pay higher cost but must gain authorization from ED. Per Diem: 8 (eight) dollars per day and per person (Breakfast \$2; Lunch \$3; Dinner \$3)
- Lodging: A maximum of 12 (twelve) dollars is allowed per day for accommodation in a Guest house or hotel, (receipt required). Individuals choosing not to stay at a guest house or hotel are not entitled to receive cash from the organization for lodging.

This section can be applied for a staff, a BOD member or a community representative who has to fulfill an assigned mission in the name of the organization. If invited by an external agency responsible for the entire expense, a staff member or a community representative shall be entitled to a mission advance of expenses and required to return the advanced sum to the organization if he/she directly receives money from the external agency. In the case where the agency's rates are lower than NTFP's, the individual will be entitled to claim the full NTFP rate.

8.6 Community Allowances

Level	Type of Allowance	Type of Unit	Rate in Riels/USD	Remarks
Village	Food	Time/ Person	2,500 Riels	In case of over 30 participants (The cash is for meal cost basing on actual receipts, no providing the money to the communities)
		Time/ Person	3,000 Riels	In case of less than 30 participants (The cash is for meal cost basing on actual receipts, no providing the money to the communities)
	Refreshment	Time/ Person	1,000 Riels	The cash for snack and soft drink basing on the actual receipts
Commune	Food	Time/ Person	2,500 Riels	In case of over 30 participants (The cash is for meal cost basing on actual receipts, no providing the money to the communities)
		Time/ Person	3,000 Riels	In case of less than 30 participants (The cash is for meal cost basing on actual receipts, no providing the money to the communities)

	Refreshment	Time/ Person	1,000 Riels	The cash for snack and soft drink basing on the actual receipts
District	Food	Day/ Person	12,000 Riels	Breakfast=2,000 R; Lunch=5,000 R and Dinner=5,000 R
	Refreshment	Time/ Person	1,000 Riels	The cash for snack and soft drink basing on the actual receipts
Province	Food	Day/ Person	16,000 Riels	Breakfast=4,000 R; Lunch=6,000 R and Dinner=6,000 R
	Refreshment	Time/ Person	2,000 Riels	The cash for snack and soft drink basing on the actual receipts
	Accommodation	Night/ Person	2.50 US\$	Responsible of Admin. Unit to seek out the suitable guest house for the communities. One room for 2 people and the cost basing on the actual receipts, anyway the maximum is 5US\$ per room
Out Province	Food	Day/ Person	8 US\$	Breakfast=2 US\$; Lunch=3US\$ and Dinner=3US\$
	Accommodation	Night/ Person	12 US\$	Staff who accompany with the community is responsible of seeking the suitable guest house, staying together 2 people a room depending on the actual receipt anyway the maximum is 12US\$ per room

8.7 Government DSA, Counterpart, Secondee, Focal Person from Government Departments and Consultant Fee

8.7.1 Counterpart, Seconded and Focal Person from Government Departments

- Counterpart and Secondee:

For Government officers who are seconded by the Government to work with NTFP. His or her monthly pay is \$100.00 to \$150.00 and \$15.00 for health. He or she must have separate

ToR and Agreement signed by provincial department and NTFP. He or she will have \$3.5 per day when working in the field. NTFP will provide means of transport or cost of traveling, but in case he or she has motorbike NTFP will provide fuel based on NTFP fuel consumption guidelines,

- Focal Person from Government Department: He or she must have separate ToRs and an Agreement between provincial department and NTFP. For the Focal Person, his or her monthly pay is \$ 70.00 to \$120.00. He or she will have \$3.50 per day when working in the field. NTFP will provide means of transport or cost of traveling, but in case he or she has motorbike NTFP will provide fuel based on NTFP fuel consumption guidelines,

- Consultant Fees:

A- Fixed-Term International Consultant:

NTFP provides \$ 35.00 per day accompanied by detailed TORs and monthly work plan.

NTFP will provide means of transport or cost of traveling, but in case he or she has motorbike NTFP will provide fuel based on NTFP fuel consumption guidelines,

B- Short-Term Consultant:

When hiring or employing a short term consultant for a specific purpose, consideration will be given to his or her qualifications and experience. A contract will be dependent on NTFP budget available and Macom's decision.

C- Local Technical Fee:

When NTFP hires outside technical person, the fee paid is \$ 10.00 to \$15.00 per day. NTFP will provide means of transport or cost of traveling, but in case he or she has motorbike NTFP will provide fuel based on NTFP fuel consumption guidelines,

D- Non-Technical Fee for government staff:

NTFP will pay for the non-technical government staff when working with NTFP in the field or at provincial level at a rate of \$ 5.00 per day. NTFP will provide means of transport or cost of traveling, but in case he or she has motorbike NTFP will provide fuel based on NTFP fuel consumption guidelines,

E District Governor and Director of Provincial Dept NTFP will pay for the non-technical government staff when working with NTFP in the field or at

provincial level at a rate of \$10.00 per day. NTFP will provide means of transport or cost of traveling, but in case he or she has motorbike NTFP will provide fuel based on NTFP fuel consumption guidelines.

Article 9: Traveling Cost and Fuel Guideline

Please see annex 5.

Article 10: Bonuses

10.1 Annual Bonus

All staff will be eligible to an annual bonus of \$200. For staff employed for less than one year, the amount will be calculated as: $200/12 \times$ number of months employed.

For interns and volunteers the amount will be equal to the latest monthly salary. For those employed for less than one year, the amount will be calculated as: $90/12 \times$ number of months employed.

This bonus shall be paid to the individual a week before the Khmer New Year Day. Those employees whose contracts end before April shall not be entitled to this bonus.

10.2 Provident Fund

The provident fund shall only be provided for those who have successfully completed their three months probation period. It is a one-off payment given when the individual's contract ends. *The provident fund is provided to a maximum equal to six month salary only.* The Provident Fund will be held in a separate bank account.

(This was approved during board meeting in March 2008, minutes of board meeting is a legal reference).

The Annual contribution is calculated as: Annual Salary x 7%. This amount will be added to the individual's fund each year, to the limit specified above.

Eg: Annual salary = \$6,000 (ie \$500 per month)

Annual contribution = $\$6,000 \times 7\% = \420

After 7 years and 2 months, total contribution is $7.14 \times \$420 = \$3,000$. This is equal to 6 month's salary, so it is limited to this figure hereafter.

10.3 Benefit from Staff Expertise Sales

In order to increase its financial means, NTFP will develop and operate an income generating program, including training, consulting or research



services etc. This can be operational through a contract mutually reached by the organization and a recipient agency.

In order to contribute to his/her enhanced professionalism, as well as enabling a particular skill in the organization, a staff member assigned to execute the contract will enjoy additional allowance pay of 1/3 (one-third) of the contracted service fee, exclusively mission allowance as stipulated under the Sub-Article 8.5 of the Article 8. The rest of the fee shall be deemed as the organization's gross income.

Article 11 : Leave with No Salary/ Allowance Cut

11.1 Annual Leave

During the effect of his/her employment contract, a staff member is entitled to a total of 12 (twelve) days off per year for his/her recreational purpose, through submitting a written leave request. The leave accrues at a rate of one day per month. Permitting it will depend on how much he/she has achieved his /her activity plans (actual outputs vs. his/her accepted Job Description) and on an appropriate circumstance of the organization. Failure to take this leave during the contract's effect would mean the number of untaken days off will be cancelled with no compensation. Staff should give notice to his or her line manager at least one week before the month in which annual leave is to be taken.

11.2 Sick Leave

11.2.1 Minor Sicknesses: For minor sickness, a staff member is entitled to a total of 12 (twelve) days off per year. This leave should take place in separate periods depending on the actual situation.

11.2.2 Serious Sicknesses/ Injuries: For serious sickness/ injury, a staff member must provide a certificate from a qualified doctor and the hospital recommended by the insurance company. The ED must authorize this type of leave. The individual is entitled to a total single maximum of 66 (sixty-six) full working days per year, to be considered as a single period. No further period will be considered a part of the 66 days. During the effect of this leave, he/ she is still entitled to his/ her salary pay. For 22 (twenty-two) full working days after that period, he/ she is not entitled to pay but a comeback is taken into account. Once the latter leave ends and if the comeback is not possible, he/ she will be deemed incapacitated and the individual will be considered to have left the organization.

Authorizing this leave shall refer only to the essence stipulated under the *Sub-Article 14.2 of the Article 14*. I don't see it

11.3 Leave for National Days

- Global Year 1 (one) day
- Phchum Ben 3 (three) days
- Women's Day 1 (one) day
- Royal Plowing Day 1 (one) day
- Khmer New Year 3 (three) days
- Human Rights day 1 (one) day
- Queen's Birthday 1 (one) day
- Water Festival 3 (three) days
- King's Birthday 3 (three) days

In total, there are 17 (seventeen) days for each staff member to be off per year for this purpose. Immediately in between a period when a previous year ends and when a new year begins, the Administrator has to prepare a day-off chart that must be put up at the office the year round for every staff member to see.

Note: All the National Holidays can be adjusted in consultation with staff early in the New Year.

If one of these days off turns out to be on a Sunday, the actual days off would be allowed by taking a normal working day as early as the following week begins.

11.4 Leave for Personal Favours

A staff member is entitled to a maximum 7 (seven) days for any of the following grounds:

- Wife's baby delivery (for male staff members);
- A funeral of a son, a daughter, a spouse or a parent; and
- Personal wedding.

11.5 Other Leave

11.5.1 Maternity: A total maximum of 3 months shall be allowed for this purpose.

11.5.2 Others: This can be authorized for a particular need, as requested by a staff member. If a national duty requires leave, for example elections or other crucial events declared by the national government, the organization shall issue a notice regarding office closure and staff members will be entitled to leave.

11.6 Leave Conditions & Procedures

Except for the national days as stated under the Sub-Article 9.3 above, all leave must be approved by the direct supervisor in advance requiring that the staff member submit a written leave request (see Sample 9: Leave Request Form). Staff should give notice to his or her line coordinator at least one week before the month in which annual leave is taken.



A leave verbally permitted must be recorded by the individual staff member, the direct supervisor and the Administrator, for future reference.

Permission shall depend mainly on the needs of the organization, the individual staff member's defined role and responsibility, his/ her employment period with the organization, duration entitled for his/ her days off and his/ her actual need. Submitting a request for other leave can be made from 1 (one) day to 2 (two) weeks depending on the circumstances.

Article 12: Over-Time Work

12.1 Skilled Staff Members

Skilled staff refers to an individual who holds a position as an Advisor, ED, EDA, PC, POs, Project Assistant (PA), Community Facilitator (CF), Admin Assistant, Accountant, Administrator, Cashier, Volunteer or apprentice. For this group of staff, their over-time work is not entitled to any cash compensation, but to time-off in lieu. The time off to be taken must be equal to the overtime worked. This must be taken not later than the following month.

12.2 Unskilled Staff Members

Unskilled staff refers to an individual who holds a position as a Driver, Security Guard, Cook or Cleaner. Over-time work undertaken by any of this group of staff shall be compensated in cash, at a rate of 4.00 (four dollars) per day or night. This shall be particularly applied for work undertaken during the national days (see the Sub-Article 11.3 of the Article 11).

However, in case these group of people are requested to do field work, he or she is entitled to receive pay \$ 3.50 (three dollars and a half) per day.

12.3 Over-Time Work Management

Overtime worked should be recorded in the Overtime Book. A staff member who expects to work overtime should notify his/ her direct supervisor or the Administrator about his/ her possible over-time work. All over-time must be recorded in the admin Overtime Book. A monthly over-time report must be prepared by the Administrator and submitted to the ED for approval.

Article 13: Insurances

13.1 Life

For an accident-caused death as stated under the Sub-Article 13.2 or a *serious sickness* stated under the Paragraph 2 of the Sub-Article 13.3, the organization shall provide the family of the victim staff member with a total pay of 5,000 (Five thousand) dollars.

Note: If the insurance company goes bankrupt, NTFP will reserve money from the following year's budget to cover loss of life and/ or serious sickness for all staff. This money can only be reserved in the following year, as the current year planned to use the insurance company.

13.2 Health

13.2.1 Health Checks & Care

Any staff member, contracted as stated under the Article 3 of this policy, shall be entitled to a total of 15 (fifteen) dollar in addition to the monthly net staff salary. The purpose of the payment given is for minor medical treatment.

13.2.2 Medical Treatment

Medical treatment will be covered by the insurance company. (Further details are available in the insurance policy).

Note: If the insurance company goes bankrupt, NTFP will reserve money from the following year's budget to cover loss of life and/ or serious sickness for all staff. This money can only be reserved in the following year, as the current year planned to use the insurance company.

Article 14: Staff Development

In order to achieve its objectives and goals and achieve its mission, the organization promotes staff development including training, seminars, forums, conferences and other gatherings. These can be part of its Annual Plan or a project or in response to invitations by other agencies.

In addition, staff members must explore ways of self-development in a suitable manner. Having to repeat the same or similar course more than 2 (two) times over, the staff member shall be deemed incompetent once his/ her staff appraisal is conducted. This can have a negative effect on the appraisal.

For scholarships of up to one and a half months, the ED will consider whether and how NTFP can support the individual's development. It will be expected that the individual will return and pass on their learning to the benefit of NTFP as a whole.

Article 15: Staff Safety

NTFP will constantly strive to provide staff safety, under all circumstances. Before leaving the office, all staff must provide the Administrator with information on his/ her whereabouts either through verbal notice or writing on the office information board.

Article 16: Temporary Employment Suspension

There are 2 (two) kinds of temporary employment suspension: (a) Organization's financial inability; and (b) Medium-scale disciplinary action.

a. Organization's financial inability

4 Should a project of the organization run out of funding for its operations
5 as a result of lack of funds or funding stoppage, its redundant staff
6 members must be suspended temporarily from 1 (one) to 3 (three)
7 months, through an official notice. A comeback would normally require
8 an official re-announcement. A recruitment process shall be made
9 possible if needed. If not re-employed or if voluntarily discontinuing the
employment, a staff member shall be provided with his/ her one-off
benefit package clearance. If re-employed, he/ she is not entitled to
this benefit.

b. Medium-scale disciplinary action

Having created an internal problem or accusation hindering the organization or a project, for example a financial issue or an internal conflict etc, a staff member must be suspended until the problem has been resolved.

The suspension period cannot exceed the period of 1 (one) month.

Suspension and reintegration to work must be announced by written notice.

The staff member must be available and well prepared for questioning or doing a necessary task as he/ she is still entitled to pay, during the period of the suspension. Failing to do so after 2 (two) written requests by the organization, his/her employment will be terminated.

Article 17: Staff Redundancy

In case a project or program runs out of funding for its operations with no expectation to continue, staff members allocated to the project/program shall be made redundant automatically. The organization shall issue a notice not less than 1 (one) month before the termination of the project/program. The staff members have the right to receive their benefit package including their pay for that month.

Article 18: Employment Termination

Ways of terminating an employment in the organization must be executed as stipulated under the Article 3 of this policy.

In case of any of the following serious misconducts by the employee, the termination must be executed immediately:

1. He/she has sexually harassed a fellow coworker, or a member of target or partner communities; (See morality memorandum in Annex 4)
2. Clear evidence of an act of corruption or exploitation, such as cheating the organization or project's money or property, a bribery, or caused a loss of the property;
3. He/she is charged of having committed a serious crime and has not been acquitted by a Court of Justice.

4. He/she instigated a crisis amongst fellow coworkers, voluntarily choosing to break the internal solidarity of the organization;
5. He/she directly or indirectly took advantage of the organization's activity to serve a personal, political or religious interest;
6. He/she directly or indirectly damaged the organization's interest or reputation;
7. He/she falsified a document or signature; and
8. He/she divulged reserved information;
9. He or she drives NTFP car without valid license (He or she could drive unless there's a request or authorization by MACOM with clear signature at least 3/2 of Macom members)

This rule applied to all staff members.

Terminating the employment of the ED must be the authority of the BOD, in all cases. All other staff will be dealt with by the MaCom and the ED.

Before leaving the organization, the staff member must have cleared up all matters or tasks concerning the reason of termination.

Any termination must be done through an instruction and warning (with exception for cases stated on the Paragraph 2 of this Article). Each warning must be recorded and signed by both the individual person and the employer.

For a minor mistake, the staff member will be verbally warned. Failure to improve his/her behavior or violating any of the General Regulations (see the Article 23 of this policy), he/ she shall be faced with a written warning.

The following are examples of what is determined as minor mistakes which require verbal warning and first written warning

- Negligence to fulfill one roles and responsibility;
- Do not maintain NTFP prosperities;
- Demonstrating inappropriate attitude with coworkers;
- Not wearing safety jacket when crossing river (However, three times of verbal warning could lead to first time of writing warning and could lead to termination when he or she received the final warning)

Upon receiving 3 (three) written warnings, he/ she shall be automatically dismissed.

All staff who is going to leave NTFP must fill out the STAFF LEAVING FORM, regardless of he or she is terminated by committed fault or resignation purpose.

Article 19: Staff Performance Appraisal

In the final quarter of each year, the organization shall conduct a comprehensive annual staff appraisal to reflect overall performances as well as assessing staff



development needs for the year to come and staff promotion. It is the responsibility of the line manager to ensure their staff are appraised.

The appraisal must be participatory and transparent and should be an excellent self-reflecting and learning opportunity.

Sample 11: Staff Appraisal Form should be used.

Unsatisfactory performance, as defined on the staff appraisal form, must be addressed. The staff member must plan the next six months with line manager in which to improve their performance. If no changes are evident, he or she will face a verbal warning and a second six month plan will be clearly set between the staff member and line manager for further improvement.

Article 20: Conflict of Interest

The following are conflicts of interest of the organization, which must absolutely be avoided:

1. Employing a close relative (spouse, parent, sibling or child) of any staff or BOD member.
2. Employing a person who previously worked as a NTFP BOD member and ended his/ her position not over than 12 (twelve) months before the employment by NTFP.
3. Taking a Board position on a Cambodian NGO which has a vision, mission, goal and objectives similar to those of NTFP
4. Using the working days and hours to serve other agency or company for personal interest without prior permission from the MACOM. In the case of staff with current roles in the Government they must hold a letter from their department suspending their commitment and giving permission to take on other work
5. Using any belongings of the organization for personal interest without prior permission from the MACOM or the employer.
6. Using the organization's name for personal interest or serving a political party or religious entity.
7. Without prior permission from the MACOM, using a service (ie. Transport) or product owned by a staff member or in which he/ she has a personal interest/benefit.
8. Agreement – covert or public - between a BOD member and the staff member of a donor of the organization to use an asset of the organization (Material and financial).

Article 21: Conflict Resolution

Every conflict within the organization must be resolved peacefully and in utmost dignity, in all cases. It shall be addressed at different levels.

An interpersonal conflict within the same unit will primarily be addressed at that level. A deadlock to the resolution may involve the direct supervisor who shall act as a mediator.



The direct supervisors of the units concerned shall resolve an interpersonal conflict between different units. The ED or his/her representative, if unresolved, must deal with a conflict between units. If the deadlock remains, the BOD shall be involved. A resolution beyond the competency of the BOD shall involve an external arbiter nominated by the conflicting parties.

Any matter related to a violation of the Labor Law or pertaining to an employment contract, if required, shall involve Labor Inspector of a local Department of Labor.

A maximum term for conflict resolutions shall be determined with consideration to their scopes. A minor conflict must be addressed in 1 (one) week; a major one in 3 (three) weeks at the longest.

A conflict is considered resolved after 15 days if no further complain is made by the parties involved.

Resolution of an internal conflict, if required, can refer to the Article 24: Staff Grievance.

Article 22: Staff Promotion

Staff promotion shall be normally considered once a year, after the annual staff appraisal has been conducted.

For all staff members (except the ED), the adoption of any decision related to Promotion shall be unanimous by the MACOM but the appraisee must be excluded from the decision-making process.

Article 23: General Regulations

Every staff member must fulfill the following provisions:

1. Honor all the internal policies introduced by the Administration Unit and the employer;
2. Perform his/ her accepted roles and responsibilities;
3. Work as a team member in order to contribute to the achievement of the organization's objectives and goal, respecting its mission and vision and by criticizing constructively, promoting internal solidarity, and if required, helping each other;
4. Absolutely avoid divulging any confidential information about his/her work and/or any matter that can disgrace colleagues and the organization's prestige;
5. Always show honesty and integrity;
6. Best explore possibility of self-developing as a professional member of the organization;

7. Never commit a misconduct (gambling, drunkenness and prostitution) or a crime that can affect the organization or its operation or others;
8. Never exploit the organization's resources (material, finance and time) or use his/ her own defined roles and responsibilities to serve personal interest;
9. Never carry out any activity conducive to any political party or religion during his/ her accepted employment contract;
10. Never act any personal humanity with community which can potentially affect the organization;
11. Never use the organization or his/ her own unit's name to serve personal interest by absolutely distinguishing personal and organizational affairs;
12. Always honor decisions reached by the organization or his/ her unit;
13. Respect local traditions and culture, and take good example for communities by actively learning from them;
14. Always contribute to and maintain good relationship with stakeholders including partner communities, clients, donors, and other agencies; and
15. Absolutely avoid acting anything that may lead to or create a conflict of interest in the organization as stipulated in the Article 20: Conflict of Interest.

These regulations shall be clearly displayed in the office by the Administrator, in a place where every staff member can see it clearly.

Article 24: Staff Complaint

Every staff member of the organization is entitled to complain openly or confidentially against misconduct of his/ her manager, colleagues or the organization. Openly, he/ she can raise his/ her concern in a meeting or by submitting a complaint to his/ her direct supervisor or to a superior. Confidentially, he/ she can write his/ her concern or suggestion and insert it in the Democracy Box as stipulated 7.3 Article 7 of the Administrative Policy.

Article 25: Staff Grievance

Any staff member, who is not satisfied by the final decision made by the organization, is entitled to file a complaint to a local Department of Labor.

Article 26: Policy Application

The policy shall be applied in combination with relevant articles stipulated in the Financial and Administrative Policies. Like other policies, this must be introduced by ensuring every staff member has a copy for reference and understands it very well.

Article 27: Policy Amendment

Note: Copy the bit from admin policy

The Executive team must submit a written request to the BOD for approval in their meeting to amend to any Article or sub-Article.

Article 28: Effect

This policy shall come to effect after the BOD has signed up and the ED promulgated.

N o.	Name	Sex	Position	Date	Signatures
1					
2					
3					
4					
5					
6					
7					

Annex 1: Salary Scale

Annex 2: Staff Contract Sample

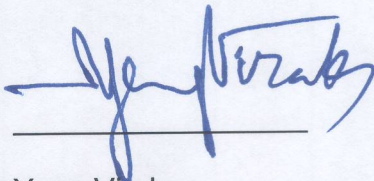
Annex 3: Medical Revised Memo, approved by Macom, signed by ED.

Annex 4: Morality Memo approved by Macom, signed by ED.

Annex 5: Traveling Costs and Fuel Guideline

Approval by Board of Directors

This policy was approved by the Board of Directors at their meeting on 17 March 2009.



Yeng Virak
Chairman

Dated: 29/06/09