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Introduction

This Personnel Policy Handbook outlines the policies and procedures for the local staff members of the Johns Hopkins University (JHU) Nepal Field Office. The policies and procedures contained are subject to change from time to time at the discretion of JHU in response to the changing needs of the project. Other factors, which may affect the policies and procedures, include changes in funding agency policies.

If there are any changes in the procedures and policies in this book, they will be approved by JHU in Kathmandu and Baltimore, added to this book as an addendum, and communicated to all Nepal staff.

Employment with the JHU Nepal Field Office is always for a fixed duration. The consecutive renewal does not give staff members the right of employment for indefinite duration. The staff members acknowledge having been informed and accept the risks involved in their employment due to the financial factor of the JHU’s Nepal Field Office being dependent upon grants from external donor agencies. These policies and procedures are in accordance with Nepal Labour Laws.

Section 1: Purpose

1. This manual is the official statement of JHU’s personnel policies for the JHU Nepal Field Office. It is the responsibility of each manager and supervisor to administer these policies consistently and impartially.
2. The policies in this manual are applicable to all staff employed by the JHU Nepal Field Office, exclusive of United States citizens and those on the Baltimore payroll.
3. The Office of the Vice President for Human Resources is responsible for personnel policies globally and any revisions to this manual will be made with approval of the Vice President of Human Resources.
4. This manual will be kept online at the Human Resources website under the Human Resources Section. Any revisions to the manual will be placed on the same website and will be announced to the divisional staff and the staff in the JHU Nepal Field Office.
5. Please note that this policy manual does not contain all University, divisional or departmental policies that may apply to staff members. Questions about application of other policies may be addressed to the JHU designated representative in Nepal.
Section 2: Equal Employment Policy

Each year the University formally reiterates and reaffirms its commitment to the goal of equal opportunity for its entire staff. As a matter of policy to which it is staunchly committed, the University does not discriminate on the basis of race, color, gender, religion, age, sexual orientation, national or ethnic origin, disability, marital status, or any other classification considered unlawfully discriminatory under any applicable law. The University is committed to providing qualified individuals access to all employment programs, benefits, and activities on the basis of demonstrated ability, performance, and merit, without regard to personal factors that are irrelevant to the program involved. The University’s equal opportunity policy applies to all employment decisions, including those affecting hiring, promotion, demotion, or transfer; recruitment; advertisement of vacancies; layoff and termination; compensation and benefits; and selection for training.

Section 3: Standards of Conduct

A. General Policy
It is the policy of the University to treat staff members with equity, civility, and respect. In return, the University expects staff members to adhere to standards of conduct and performance that are established to enable all to work together to achieve the objectives of the University. These Standards of Conduct are reasonably related to the orderly, efficient or safe operation of the JHU Nepal Field Office.

B. General Standards of Conduct and Performance
General standards of conduct and performance apply to everyone employed in the JHU Nepal Field Office. Violation and/or failure to adhere to these standards may result in disciplinary action, up to and including, termination. These standards include, but are not limited to, the following:

1. Each staff member is to spend the work day effectively and efficiently – by performing the proper tasks safely, competently and in a timely manner, and demonstrating an awareness of priorities.
2. Each staff member is to comply with University and departmental and project policies and procedures.
3. Each staff member is to be at work when scheduled.
4. Each staff member is to notify the supervisor of an unscheduled absence no later than one (1) hour after the scheduled time to report to work or in accordance with departmental guidelines.
5. Each staff member is to work during working hours.
6. Each staff member is to cooperate with reasonable requests from co-workers.
7. Each staff member is to perform reasonable job duties, even if not part of the job description, as assigned by the supervisor.
8. Each staff member is to respect the confidentiality of sensitive information. Such information should not be repeated, discussed, or removed from the work area except
for legitimate work reasons. Staff members may also be asked to sign a confidentiality agreement stating that they are aware and understand that inappropriately accessing, using, or disclosing confidential information can result in disciplinary action, up to and including termination.

(9) Each staff member is to give proper notice of resignation, per employment agreement
(10) Each staff member is to safeguard personal property.
(11) Each staff member is to respect the property of others and of the University and to use University property only for legitimate work purposes (e-mail, facsimile machines, computers, copiers and other University equipment). Taking of property belonging to others or the University will not be tolerated.
(12) Each staff member is to maintain appropriate work place behavior that fosters collegiality and team work. Without these qualities, the University cannot achieve its goal in an effective and efficient manner.
(13) Each staff member is to utilize internal resources to resolve employment problems (discussion with supervisor, JHU designated representative, etc.)
(14) Each staff member is to know the fiduciary duty associated with University employment and to perform the duties accordingly; conduct that conflicts with the interest of the University will not be tolerated.
(15) Each staff member is to refrain from selling or buying any illegal substances during work hours or on the JHU Nepal Field Office premises.

C. Workplace Civility

The quality of services and products delivered by the JHU Nepal Field Office is driven by the quality of life of the staff providing the service or product. Working to foster a civil workplace includes, but is not necessarily limited to, the following:

(1) Each staff member is to respect the rights of others (for example, not to threaten or to endanger any person's life or health, either deliberately or through carelessness).
(2) Each staff member is to be courteous towards fellow staff members, faculty, students, patients, and visitors. Disruptive, discourteous and/or insubordinate conduct will not be tolerated.
(3) Conduct that causes or threatens harm to others or that constitutes persistent, unwanted behavior will not be tolerated.
(4) JHU Nepal Field Office does not restrict political activity if it does not involve the JHU Nepal Field Office name, property, facilities, or materials.

D. Dress

JHU Nepal Field Offices expect staff members to maintain a professional image whenever engaging in business activities. Appearance and conduct of staff members are reflective of the office’s image and may affect other staff members’ work. All staff members of the JHU Nepal Field Office are expected to dress in a way that is appropriate to Nepali culture.
Section 4: Recruiting and Employment

A. General Policy
JHU’s recruiting protocol includes developing a job description that describes a job’s major functions and required qualifications, advertising the position, screening applicants, and interviewing qualified candidates. Applicants are selected for interviews based on their qualifications for the positions. When a final candidate is selected, references and employment/education background will be verified as applicable. Employment preference is given to those with Nepali Citizenship who possess the necessary skills required to perform the job.

B. Recruitment and Selection
Recruitment of any person for a JHU-Nepal temporary or regular position can only be authorized by the Project Management Team.

Upon approval, a job announcement will be issued by the JHU Project Headquarters. Depending on the nature of the position(s), it may be advertised in a local paper, electronic job database or website, or posted in appropriate VDC offices and other locations as determined by the Project Management Team.

All candidates must submit a job application in accordance with position posting and project requirements.

C. Employment Agreement
After the selection as a final candidate, the individual will receive an employment agreement on official stationery signed by JHU designated representative in accordance with applicable law. The agreement shall include a title, job description (when appropriate), the duration of employment, salary, and any allowances.

D. Probation Period
Newly hired individuals and those rehired after termination of employment are provisional until the successful completion of the probation period as defined in employment agreement or project requirements. Deleted as the labor law does allow to put in probation only at the time of original joining of the service.

If the work or conduct of an employee during the probation period is found unsatisfactory, the appointing authority may dispense with his/her service without assigning any reason or notice.

During the probationary period, staff members are entitled to annual and/or sick leave accrued as approved.

Probation cannot be applied as part of disciplinary action.

E. Hiring of Family Members
Immediate family members and members of the same household are not to be employed in any position where one family member has line authority over personnel actions concerning the other. For the purposes of this policy statement, immediate family includes all relatives, such as,
but not limited to the following: spouses, same sex domestic partners, children (including step-
children and foster children), parents, stepparents, grandparents, grandchildren, in-laws, siblings
(including step-brothers and stepsisters), cousins, nieces, nephews, aunts and uncles. If two staff
members become members of the same household, both may retain their positions, provided
one is not under the direct or indirect supervision of the other. It is the responsibility of the
supervisor to advise the JHU designated representative if such a relationship is established.
Exceptions to reporting relationship limitations require the approval of the JHU designated
representative.

Section 5: Hours of Work and Overtime

A. Standard Work Week
The standard work week is Monday through Friday. The office hours are established by project
requirements. For payroll purposes, the standard work week consists of five (5) days. The staff is
required to submit a signed timesheet to the project designee on a monthly basis and all
timesheets must be maintained in the local office.

B. Full-Time and Part-Time Work
All JHU-Nepal employment is on a project basis. However, with the project context, JHU will
have several kinds of personnel categories: Regular Staff and Part-time Staff.

Regular Staff are those who go through a formal recruitment process and are those appointed by
the Project Management Team and issued an employment agreement stating that the position is
for a period of one year. Regular staff will be subject to the terms and conditions of ‘regular
employment’ including a probationary period, monthly salary, and other conditions referred to
in their Personnel Contractual Services Agreement.

Part-time Staff are similar to Regular Staff with the exception that they work only on an as-
needed basis. They are appointed by the Project Management Team and issued an employment
agreement stating the position is for a defined period of time. Part-time staff will be subject to a
probationary period, monthly salary, and other conditions referred to in their employment
agreement.

C. Attendance/Tardiness
Each staff member is to be at work when scheduled (for example, to attend work regularly, not
to arrive late, not to abuse sick leave or lunch periods, and not to leave early without
appropriate approval). Each staff member is to notify the supervisor or designee of any
unscheduled absence no later than one (1) hour after the scheduled time to report to work.
Unexcused absenteeism and tardiness will be handled in accordance with the University’s
disciplinary procedure.

D. Overtime
All overtime work must be pre-approved by the JHU designated representative.

E. Multiple Employments
Staff members who wish to work for another employer while employed by the University must obtain prior written authorization from the JHU designated representative.

F. Unscheduled Office Closings
If the situation warrants, the JHU designated representative, can elect to close the office. In the event of an unscheduled closing, the staff will be informed as far in advance as possible. Staff will receive instructions regarding the reopening of the office and whether pay for unscheduled closing will be available.

Section 6: Salaries and Wages

A. General Policy
JHU’s policy is to provide salary/wages to local staff members consistent with the prevailing laws and compensation practices in the country of employment.

B. Position Description
Position descriptions summarize the main responsibility of the job as well as the knowledge, skills, and abilities required to perform the job. They are also used to determine the appropriate salary for a position. Both the supervisor and the staff are responsible for keeping the position description current.

C. Salaries/Wages Determination
The salary/wage for a given position is based on its duties, as well as the level of skills and expertise required. Any individual staff member’s salary in a position is also based on her/his education, salary history, professional accomplishments, the local salary market, and sponsor provided funding limitations. The Basic Monthly Salary for all employees is stated in his/her Personnel Contractual Services Agreement. All payments will be made only in Nepalese Rupees.

D. Bonuses
Bonuses will be paid solely in the discretion of JHU.

E. Timesheets
Timesheets are required of all locally hired staff members. Each staff member must record their daily attendance. The signed timesheets are collected by the project designee on the last day of every month for endorsement and payroll processing.

F. Salary Payment
Salary payments are computed on a monthly basis according to the English Calendar.

G. Income Tax Withholding
The monthly salary of all staff members will be subject to deductions at source in accordance with the rates prescribed by applicable law.

H. Annual Performance Appraisals
All staff will be evaluated annually prior to any renewal of the employment agreement.
I. Overtime
Overtime Staff are entitled to overtime payment for work in excess of 40 hours per week.

Section 7: Benefits and Reimbursement of Expenses

A. General Policy
The University is committed to providing benefits to all staff members in accordance with Nepal’s laws and as allowed by the funding source for the activities being conducted in Nepal.

B. Types of Benefits Offered
(1) Provident Fund:
The Employee’s Incentive Savings Contribution Fund will be available to all locally hired staff members as follows:
(1) 10% Employee’s contribution from base salary
(2) 10% Employer’s contribution
The Employee’s Incentive Savings Contribution Fund will be deposited monthly in an interest bearing separate account at the Nagarik Lagani Kosh (Citizen Investment Trust (CIT)). Staff members are entitled to receive his/her total incentive savings only at the time of termination/separation.

(2) Group Medical Insurance Policy:
JHU Nepal Field Office will provide a Group Medical Insurance Policy to all staff members and their immediate dependents, which is defined as spouse and unmarried children of up to twenty-one (21) years of age.

(3) Accident Benefits
If an employee sustains any bodily injury as a result of an accident while on official duty, JHU will provide, subject to the approval of the PMT, the following:
- Doctor’s fees
- Cost of medicine directly related to the injury
- Other medical costs related to the injury

The total amount reimbursable will not exceed the local currency Rs. 40,000. The PMT reserves the right to waive this limit.

These payments will be after the application of reimbursement from the JHU medical insurance payments. That is, if partial payment for these expenses is made by the medical insurance, the JHU payment will be reduced by that amount.

In case of an accident involving a JHU vehicle the concerned employee/office will prepare the accident report. Similarly if an employee is on official duty and is involved in an accident not involving a JHU vehicle but loss of property or injury is sustained, then the employee must as soon as possible inform the Project Headquarters. If very serious, a
telephone call should be made to Headquarters or Field Station explaining the circumstance.

JHU shall not be liable for any compensation if an employee:

- was under the influence of liquor or illegal drugs at the time of the accident;
- has willfully disobeyed an order expressly given;
- has willfully disregarded Government laws or currently acceptable safety regulations.

An employee may be allowed excess “Sick Leave” days, in addition to normal accrued Sick Leave days, should the individual be unable to attend office/field duties because of an official work related injury, subject to prior approval of the PMT.

(4) Death Benefits

Insurance coverage is provided against accidents that result in death according to a group personal accident policy with a licensed insurance company in Nepal.

If the full-time NNIPS employee dies for any reason not covered by the accidental death insurance policy, JHU will pay a death benefit to the proven legal heir(s) of the deceased employee of an amount equal to 3 months salary. *(To make in consonance with labor law)*

(5) Per Diem

Per diem will be provided to all staff traveling out of their duty station on official business. As per normal employment practice in Nepal, the levels of per diem will be decided based on the position of the employee and will be increased annually in accordance with the level of increase of the annual basic salary increase in percentage terms.

(6) Reimbursement of Expenses

Communication Facility:

JHU Nepal Field Office will provide a contribution to the costs of mobile telecommunications service to all appropriate staff who need such service in the conduct of their job requirements.

According to the rule 23 an employee who has completed three or more years of service is entitled to gratuity. Hence, I advise to put No. 7 as follows:

7. Gratuity

A staff who has completed three years of service shall be paid gratuity at the rate of following at the time of his severance:
For each year of the first seven years of service after completion of three years of service, half of the monthly salary drawn by him/her in the concerned year.

For each year between seven and fifteen years of service two 2/3 of the monthly salary drawn by him/her in the concerned year.

For each year of the service exceeding fifteen years, one month's salary drawn by him/her in the concerned year.

Section 8: Gift Policy

Staff members may not accept gifts or entertainment that might influence their decision making or compromise their judgment. Staff members should not accept gifts, hospitality, favors or entertainment from any vendors who have current or pending business arrangements with the University over which that person has authority or influence. If they are uncertain about the value of an offer or whether the offer can be accepted under this policy, staff members should consult their immediate supervisor. Ordinary business courtesies, such as occasional business lunches are allowed.

Section 9: Leave Allowances and Records

A. General Policy
A staff member is responsible for keeping the supervisor informed of all absences. A staff member may not be absent for any reason without informing her/his supervisor. Absences that have not been approved by the supervisor will be charged as leave without pay. A staff member who is absent for three (3) consecutive days without contacting her/his supervisor is subject to discharge for abandonment of the position. Habitual absenteeism and tardiness will be handled in accordance with the University's progressive counseling procedure. Staff members are to provide sufficient notice of intention to take leave for vacation or sick days.

B. Holidays
JHU Nepal Field Office will provide approximately fifteen (15) national holiday days per year to all staff members. The exact dates of the holidays will be decided at the beginning of each year by the JHU Representative/Project Director.
If a national holiday falls within a period of approved paid leave, the staff will not be charged leave on the holiday. If a staff member is required to work on a holiday due to prescheduled training, necessary project work, or travel status, s/he is entitled to take that holiday at an alternative time based on her/his choosing and business needs of the office within the same calendar year, subject to her/his supervisor’s written approval. That day can be used as compensation leave when staff is required to work on a national day. The Holiday Schedule for each year will be posted at the beginning of the year by the JHU Nepal Field Office.

C. Leave

Full-time staff members earn thirty (30) (@2.5w days/month) of annual leave per year. All leave requests are subject to her/his -Supervisor’s written approval based on the business needs of the office. Staff members terminated within the month will accrue vacation and sick leave on a pro-rated basis. Any unused annual leave cannot be carried over to the next leave year. Earned annual leave may be either taken at will or be encashed at the end of the fiscal year. The salary upon which encashed leave will be based is the total earned salary over the applicable fiscal year. Staff members cannot take vacation leave that they have not yet earned. When a staff member terminates or resigns for any reason, s/he will be paid the value of any unused annual leave. Staff members, however, will not be paid for any unused leave if their termination is for cause.

D. Sick Leave

The purpose of sick leave is to provide time off with pay when an illness or an accident outside of work makes it medically necessary for the staff member not to work and to provide for a temporary period of recuperation. Any staff member terminated within the month will accrue sick leave on a pro-rated basis. Staff members cannot use sick leave that they have not earned.

Sick leave must be taken in minimum increments of one-half (1/2) day. Staff members can use sick leave to care for “immediate dependents-spouse and children” that are ill or undertaking medical/dental examinations and treatment. The staff member must notify her/his supervisor of an illness or absence due to an authorized dependent’s illness as soon as possible. A doctor’s certificate may be required. Leave must be approved on the appropriate form by the supervisor and reported to the person monitoring time and attendance. Sick leave of more than three (3) workdays must be supported by a doctor’s certificate. If the leave was due to a health condition of the staff member, a written release stating the staff member is fit to return to duty from the health care provider is required prior to the staff member returning to work.

All full-time staff members are entitled to twelve (12) days per year of sick leave with full pay to be accrued at the rate of one (1) day per month. Unused sick leave is carried over to the next leave year up to thirty (30) days. Unused sick leave may be encashed at the end of the fiscal year.

E. Festival Leave

Three (3) days per year is provided to fulltime staff, to be requested in advance through proper channels.

F. Disability Leave
If a staff member’s illness or injury requires a recuperation period that exceeds the combined amount of sick and vacation available her/him, s/he may request disability leave, which may be approved or disapproved solely at JHU’s discretion. To be eligible for disability leave, the staff member must: (a) have used all her/his sick and annual leave; and (b) provide written certification from a qualified doctor that the s/he is unable to return to work for a specified period of time, at the end of which the staff member must return to work or present certification that s/he is not yet able to do so for a specific period of time. JHU, at its discretion, may require that a doctor of its own choosing examine the staff member. Disability leave is available only to staff members. Staff members cannot request disability leave in order to care for dependents or other family members. After a staff member has been on sick leave for forty-five (45) days, JHU has the option of terminating the staff member.

G. Maternity & Paternity Leave
Full time female employees are entitled to up to 60 consecutive days leave with full basic salary. Female employees must request maternity leave through their immediate supervisor at least two weeks in advance. Maternity leave will only be formally granted by the Project Director or JHU Representative.

If leave begins on an emergency basis (e.g. two weeks advance notice not possible due to early delivery), the Project Director or JHU Representative may grant the maternity leave benefit retroactively.

If the staff member provides sixty (60) days prior written notice supported by doctor’s certificate, he is entitled to fifteen (15) calendar days of paternity leave.

H. "Kriya" Leave
In accordance with the prevailing religious customs and practices, a staff member may take a maximum of fourteen (14) days of Kriya leave on the death of a parent or spouse or child or other close family member, to be based on the business needs of the office and at the discretion of the JHU Representative or Project Director.

I. Leave of Absence (Unpaid Leave)
All staff members employed by the JHU Nepal Field Office for a minimum of a one (1) year period can request, in writing, leave without pay from their JHU Representative or Project Director for a maximum of thirty (30) workdays per calendar year.

Leave of Absence without pay must be for justified reasons and is available only if vacation time has already been exhausted. Periods of unpaid leave will not count towards a staff’s length of service for the purpose of calculating annual leave.

Sick and other leave do not accrue during a leave of absence without pay that exceeds eleven (11) working days during a calendar month. A position vacated by a staff member on an approved leave of absence without pay for ninety (90) days or less cannot be filled with a regular replacement unless the JHU Representative or Project Director gives the staff member a letter prior to the beginning of the leave stating that the position may be filled.

J. Administrative Leave
The JHU Representative or Project Director may permit Administrative Leave in certain circumstances when staff members are unable to attend work due to political disturbances, catastrophic events, etc. In instances when Administration Leave is granted, staff members will show those days as Administrative Leave on their timesheets and be reimbursed accordingly.

K. Responsibility for Leave Records
The Finance and Administrative personnel will maintain leave records of individual staff members. These records will be the official leave record and will be part of the official personnel files.

L. Staff Records
Local staff members’ original employment-related records will be maintained in-country. Staff members should also keep copies of all personnel documentation for their own records.

Section 10: Work Place Resolution Procedures

Since most work-related complaints and disputes can be settled in conversation between the staff member and the staff member’s supervisor, staff members are encouraged to resolve any problem by seeing their immediate supervisors. An earnest effort is to be made to resolve these issues as promptly as possible.

If appropriate, a conversation may be scheduled with the staff member and the JHU Representative or Project Director.

The supervisor is responsible for bringing any grievance involving any potential suspension or termination to the immediate attention of the JHU Designated Representative or Project Director.

Section 11: Termination

A. General Policy
Continued employment with the University is subject to certain conditions. The most important of these are the need for the staff members’ services, continuance of the program in which the staff members work, and the staff members’ conduct and efficiency. Except in cases of termination for misconduct, or where the employment agreement stipulates the period of employment, staff members may receive thirty (30) days written notice of the termination of their position, or wages in lieu of notice.

Resigning employee must have an Exit Clearance completed by the necessary authorities before his/her last salary can be disbursed.
Any employee released from duty, either through resignation or termination, must receive, sign and date a “statement of final payment” of accounts and the letter should clearly state that the employee relieves JHU from any further financial claims.

B. **Voluntary Termination**
To separate in good standing, staff members must give a minimum of thirty (30) days written notice of resignation to the supervisor. The supervisor can waive the notice period.

Resignation letters and management’s response letter will be filed confidentially in the employees personnel file.

C. **Involuntary Termination**
Employment may be terminated at the end of a particular project and/or contract period for the University’s convenience or change in programmatic needs. Termination may also result from continued poor performance or general misconduct.

D. **Reduction in Force**
Staff members terminated because of a lack of funds, decreased program needs, reorganization or abolishment of positions will be given written notice as far in advance as possible, but no less than 30 calendar days.

E. **Records**
Upon termination of a staff member, all original relevant personnel forms and records are to be kept in the office in Nepal in accordance with record retention requirements.

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**Section 12: Misconduct and Penalties**

A. **Definition of Misconduct**
Actions of staff members that shall be considered to be misconduct, include but are not limited to:

1. Causing any bodily injury or keeping in fetters, detaining to the Management, Manager or staff member with or without use of arms or causing any turbulence or destruction or assault within the enterprise in connection with the labour dispute or on any other matter;
2. Creating or causing to create any stir within the JHU office affecting the production process or service works of the enterprise, or obstructing the supply of food and water, or disconnecting the line of telephone and electricity, or obstructing movement within the enterprise;
3. Stealing any property of the JHU;
4. Misappropriation of JHU business transactions;
5. Absent for more than three (3) consecutive days without notification to supervisor;
6. Accepting or offering bribes;
7. Imprisonment or conviction of crime involving moral turpitude;
8. Participating or compelling others to participate in any strike declared as illegal or irregular;
(9) Participating in strikes without fulfilling the legal requirements or knowingly acting against JHU’s interests;
(10) Destroying any property of the JHU or causing damage thereto, or taking and using it outside the JHU or giving for use to unauthorized person(s) without permission of the competent authority;
(11) Frequently violating knowingly the orders or directives issued under the Labour Act or the rules made thereunder, or the by-laws made by the enterprise, or misbehaves with the customers of JHU;
(12) Frequently remaining absent from work without obtaining permission or coming late after the regular time;
(13) Coming to duty intoxicated or consuming intoxicants during duty hours;
(14) Breaching secrecy related to special technology or production formula of JHU with a motive of causing damage to JHU;
(15) Abusing the interest, health and safety of JHU’s workers or staff members or causes damage to them knowingly;
(16) Submits false personal particulars at the time of joining the service;
(17) Publishes any statement, article, letter, etc. relating to JHU without prior approval;
(18) Takes any action, which is prima facie regarded as bad conduct;
(19) Behaves in such a manner as not befitting to his service or responsibility; OR
(20) Commits any conduct that is likely to bring JHU in less prestige or degrade JHU’s image.

B. Types of Penalties
The following penalties may, for good and sufficient reasons, as hereinafter provided, be imposed on the staff member of JHU:
   (1) Verbal or written warning, reprimand or censure;
   (2) Withholding of annual salary increments;
   (3) Suspension;
   (4) Termination (dismissal);

In addition to the above penalties, JHU may recover in full or in part of loss incurred by JHU as a result of the negligence or disobeying any orders through deduction from the salary or otherwise.

C. Suspension:
   (1) A staff member may be suspended for the inquiry of any misconduct allegedly committed by him/her in following situations:
      a. If there is a possibility to collect false evidence or destroy the evidence of misconduct by the staff member if allowed to work without suspension, or
      b. If there is a possibility of occurrence of loss or harm to JHU if allowed to work without suspension.
   (2) If the staff member is arrested in the charge of criminal offence, the staff member shall be deemed automatically suspended during such period.
   (3) Normally, the suspension period shall not exceed 60 calendar days if the staff is suspended.
   (4) The suspension of the staff member shall be automatically ceased if the staff is proven innocent or his/her offence is established.
   (5) During the suspension period, the staff member will not be paid their salary.
D. **Procedure for Disciplinary Action**

(1) Before any disciplinary action is taken for any staff member, he/she shall be issued a show cause notice to submit his/her explanations giving a time-limit of at least seven (7) days explicitly mentioning his/her misconduct and the punishment that may be inflicted if the misconduct is proven. However, no action may be initiated in connection with such misconduct after sixty (60) days from the date of its commission.

(2) In case the concerned staff member does not submit his/her explanations within the time limit prescribed under the above rule (1), or in case the explanations submitted by him/her are not found to be satisfactory, he/she may be punished. Decision on the punishment, if any, shall be taken within sixty (60) calendar days after the explanation for misconduct has been sought.

(3) Notwithstanding anything contained in above rule (2), upon receipt of explanation of the concerned staff member, JHU Representative or Project Director, if deems fit and necessary, may initiate enquiry process, either by himself or through other person(s) appointed by him, before inflicting punishment.

(4) In case the concerned staff member does not accept the notice to be issued under the above rule (1), or remains absent, he/she shall be deemed to have been notified about such letter after it is sent to his/her last known address by registered post, and a copy thereof is affixed at the notice board of the concerned branch of JHU with placing at least three (3) witnesses from the staff or individuals.

(5) A statement of such affixture shall be prepared and witnessed by at least three (3) staff members or persons.

(6) The concerned staff member shall be communicated with about the order of penalty in writing.

E. **Appeal Against Penalties**

(1) All disciplinary action shall be taken by the JHU Representative or Project Director.

(2) Any staff member who has been punished may submit an appeal to the JHU Representative or Project Director.

(3) While submitting an appeal, the concerned staff member must submit it personally with writing in polite language.

(4) Appeals may be filed within thirty-five (35) calendar days from the date of receipt of the order of disciplinary action.

F. **Decision on the Appeal**

(1) Final action and disposal of appeal must ordinarily be taken within thirty-five (35) calendar days from the date of the original disciplinary action.
Section 13: Anti-Harassment Policy

A. General Policy
The University recognizes that staff members should be free from all forms of illegal discrimination and harassment. Accordingly, harassment based on an individual’s gender, marital status, pregnancy, race, color, ethnicity, national origin, age, disability, religion, sexual orientation, gender identity or expression, veteran status, or other legally protected characteristic is prohibited. The University will not tolerate harassment, sexual harassment or retaliation in the workplace. Each member of the community is responsible for fostering civility, for being familiar with this policy, and for refraining from conduct that violates this policy.

(1) For purposes of this policy, harassment is defined as:
   a. Any type of behavior which is based on gender, marital status, pregnancy, race, color, ethnicity, national origin, age, disability, religion, sexual orientation, gender identity or expression, veteran status, that is so severe or pervasive that it interferes with an individual’s work performance or creates an intimidating, hostile or offensive working environment.

(2) Harassment when directed at an individual because of his/her gender, marital status, pregnancy, race, color, ethnicity, national origin, age, disability, religion, sexual orientation, gender identity or expression, personal appearance, veteran status, or any other legally protected characteristic may include, but is not limited to: unwanted physical contact; use of epithets, inappropriate jokes, comments or innuendos; obscene or harassing telephone calls, e-mails, letters, notes or other forms of communication; and, any conduct that may create a hostile working or academic environment.

B. Sexual Harassment
The University considers sexual harassment as a serious offence and will not tolerate any incident of sexual harassment. This includes unwelcome sexual flirtations, subtle pressure or request for sexual activities, inappropriate touching, suggestive verbal comments or jokes. It is unlawful and against the policy of the University for any staff member, male or female, to sexually harass any other staff member or other person, male or female, at any time or place. Sexual harassment includes all behavior that is not welcome or that is personally offensive, including, but not limited to:

(1) Making an unwelcome sexual advance or request for sexual favors (through any means of communication, and whether directly or indirectly) or engaging in other unwelcome verbal or physical conduct of a sexual nature;

(2) Making submission to or rejection of such conduct by an individual as the basis for continued employment or employment or employment decisions affecting a staff member;

(3) Creating an intimidating, hostile or offensive working environment by such conduct.

C. Third Party Sexual Harassment
The staff members are also not expected to endure unwelcome conduct by a person who is not a staff member of the University, but any other person encountered in their course of
employment by the University. Any staff member feeling harassed by such a person should make a report in the same manner as if harassed by a co-worker or superior.

D. Complaint Procedure
Any person who believes that she or he has been subjected to or witnessed sexual, racial or other harassment by or towards a co-worker, manager, customer or vendor must follow the complaint procedure below. The procedure to report an incident shall be as follows:

(1) The incident shall be immediately reported to the complainant's supervisor or the JHU Representative or Project Director. Upon receipt of the complaint, the human resource manager or finance and administrative personnel has the immediate responsibility to initiate an investigation, which will include a confidential interview with the complainant, the accused harasser and, as necessary, any witnesses.

(2) Following the investigation, any identified and confirmed problem will be met with prompt, corrective action.

Any person who violates this policy shall face immediate and appropriate disciplinary action. Disciplinary action may include corrective counseling, written warnings, suspension, demotion, transfer and/or discharge in the discretion of University. The University prohibits acts of reprisal against anyone involved in lodging a complaint of harassment. Conversely, the University considers the intentional filing of false reports of harassment a violation of this policy.

Section 14: Policy on Alcohol/Drug Abuse and Drug Free Environment

JHU Nepal Field Office has the right to protect company property, customers, and co-workers from the dangers and risks caused by the use of alcohol and/or unauthorized drugs. Consistent with these concerns, JHU Nepal Field Office maintains a work environment free from the use of alcohol and/or unauthorized drugs in all of its worldwide locations. Staff members must report to work free from the effects of the use of alcohol and/or unauthorized drugs. Violation of this policy will lead to disciplinary action, up to and including termination from employment.

Staff members suffering from drug and/or alcohol dependency are encouraged to seek the advice and counsel of rehabilitation professionals. At the staff member’s request, the Human Resources Team will, whenever possible, work with the staff member to find professional help. A medical leave of absence may be granted to a staff member that brings his or her drug or alcohol problem to the attention of management. However, a staff member’s participation in a drug and/or alcohol rehabilitation program does not excuse the staff member from the JHU Nepal Field Office's performance standards or work rules while at work. Failure to meet these standards can be the subject of disciplinary action, up to and including discharge.

As with other staff returning from Medical Leave, a staff member who completes a rehabilitation program may be required to complete successfully a medical examination prior to returning to work to ensure fitness for duty. Returning staff members must also comply with any follow-up drug or alcohol screening required by the treatment centre or otherwise.
To preserve the staff member’s right to privacy, records and discussions regarding personal problems of this nature will be handled in a confidential manner to the extent possible.

These records and discussions shall be maintained separately from the staff member’s personnel record as part of the staff member’s confidential medical records. As a condition of employment, each staff member must agree to abide by this policy, and to notify the JHU Representative or Project Director of any criminal conviction related to drug activity in the workplace (which includes any location where one is in the performance of duties) within five (5) days after such conviction.

**Section 15: Possession of Firearms on JHU Nepal Field Office Premises**

The possession, wearing, carrying, transporting, or use of firearm or pellet weapon is strictly forbidden on JHU Nepal Field Office premises, including all facilities owned, leased, or operated by the JHU Nepal Field Office. This prohibition also extends to any person who may have acquired a government-issued permit or license. Violation of this regulation will result in disciplinary action and sanctions, up to and including termination of employment.

**Section 16: Policy on Smoking and Tobacco Products**

Smoking is prohibited inside all facilities owned, leased, or operated by the JHU Nepal Field Office, including open and private offices, corridors, dining areas, restrooms, and common areas. This prohibition also includes all vehicles owned, leased, or operated by the University. JHU Nepal Field Office also reserves the right to designate, with appropriate signage, certain outdoor areas -- especially entrance ways -- smoke-free. Cigarettes, cigars, and pipe tobacco will not be sold at any facility, location, or vending machine owned, leased, or operated by JHU Nepal Field Office.

**Section 17: Policy on Software Duplication**

It is the policy of the JHU Nepal Field Office to respect the proprietary rights of owners of computer software and to expect that staff members will refrain from actions that constitute an infringement of the copyright or other proprietary rights attached to software. Staff members are required to determine permitted uses of software in their possession, such as the right to make copies, and to obtain appropriate permission when necessary or unsure of the permitted uses. Activities of staff members that infringe upon proprietary rights will not be considered to have occurred in the course of employment since they are expressly prohibited.