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Cambodian Center for Human Rights

CAMBODIAN CENTER FOR HUMAN RIGHTS EMPLOYMENT POLICY



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DEFINITIONS

In this Policy, the following terms shall have the following meanings:

“Appraisal Form”	The prescribed CCHR form for staff appraisals.
“CCHR”	Cambodian Center for Human Rights.
“Consultants”	Consultants are those who are contracted to perform specific work that would normally be completed within a short period of time. This type of Employee will not be required to work a probationary period.
“Donor(s)”	An entity or entities providing financial support to CCHR pursuant to a grant agreement.
“Employee”	All staff at CCHR, including Regular Employees, Probationary Employees, Consultants and Interns.
“Employment Contract”	The signed contract of employment between an Employee and CCHR.
“Finance and Administration Department”	The CCHR Finance and Administration Department, which shall consist of the Finance Assistant, the Accountant and any other staff reporting to the Finance and Administration Director.
“Finance and Administration Director”	The CCHR Finance and Administration Director responsible for overseeing financial and administrative matters.
“Fixed Asset”	An item of tangible property owned by CCHR with a value exceeding USD200.
“Interns”	Interns are those who work for CCHR without pay, and for the purposes of this Policy include those Employees known as Professional Volunteers.
“Management Committee”	The Management Committee of the CCHR, which shall include the President, Finance and Administration Director, and Program Director(s).
“Policy”	This Employment Policy.
“President”	The President of the CCHR.
“Probationary Employees”	Probationary Employees are Regular Employees serving their probation period at the beginning of their employment with CCHR.
“Program Director”	The Program Director of the CCHR.
“Regular Employees”	Regular Employees are those who regularly perform a job on a permanent basis for at least 40 hours per week.
“Supervisor”	Each CCHR Employee’s direct line manager.
“USD”	United States Dollars, the currency of the United States of America.

CAMBODIAN CENTER FOR HUMAN RIGHTS EMPLOYMENT POLICY

1. INTRODUCTION

This Policy sets out the responsibilities of all Employees and contains details of CCHR's employment policies and procedures. It replaces and revokes all previous procedures, policies or statements (written or verbal) relating to employment at CCHR.

The terms and conditions of employment for each Employee shall consist of his or her Employment Contract and the provisions of this Policy, as amended from time to time. In the event of any inconsistency between an Employment Contract and this Policy, the Employment Contract shall prevail.

CCHR reserves the right to make changes to the provisions of this Policy at any time. Any changes to this Policy must be written and signed by CCHR's President and made available to all Employees before taking effect.

2. EMPLOYMENT

2.1. Equality of Opportunity in all Aspects of Employment:

CCHR will seek to ensure equality of opportunity in all aspects of employment and is committed to preventing discrimination, positive or negative, direct or indirect, on grounds of race, color, religious belief, gender, age, birth origin, disability, political opinion, sexuality, marital and family status, wealth or other status. For more information, please consult CCHR's Equality and Diversity Policy.

2.2. General Provision:

CCHR shall generally hire Employees for a definite or fixed duration contract that expires prior to expiration of the contract made between CCHR and Donors relating to that individual's role. Renewal or extension of such fixed term contracts shall be determined only upon their expiry and in accordance with this Policy. Employees should have no expectation that such a fixed duration contract will be extended or renewed. CCHR may terminate any Employment Contract by 7 days notice in writing, if a Donor cancels or withholds the funds allocated to that Employee's position.

2.3. Employment Contract:

- a) All Employees are bound by the CCHR Employment Contract as agreed by both parties.
- b) The premature termination of an Employment Contract by CCHR entitles the Employee, if he has at least one year's service and has not been dismissed for unsatisfactory work or behavior, to severance pay in accordance with section 6.8 below.
- c) An Employee will be notified in writing at least fifteen days prior to expiry of his or her existing Employment Contract whether or not CCHR wishes to renew or extend such Employment Contract.
- d) Employees, including Interns and Probationary Employees, must not hold official positions in or publicly endorse any political parties.

2.4. Classification of Employment:

- a) There are four classes of employment with CCHR: Regular Employees, Probationary Employees, Consultants and Interns.
- b) All types of Employee are required to comply with the provisions of this Policy applicable to them. However, some provisions, benefits and entitlements only apply to Regular Employees, not Consultants, Interns or Probationary Employees.

2.5. Recruitment Procedure:

- a) Staff recruitment must be decided by the Management Committee.
- b) A recruitment committee will be set up by the Management Committee in order to process the job announcement, job screening, examination and interview.
- c) A recruitment announcement must be made publicly via CCHR's website or other media channel.
- d) The recruitment committee will make recommendations of potential candidates to the Management Committee, who will decide on the final candidate.
- e) Employment Contracts must be signed by the President in the name of CCHR.

2.5.1. Waiver of Recruitment

In certain cases, the recruitment committee can request to bypass standard recruitment procedures if it is deemed necessary or beneficial to the organization. Special circumstances that might justify a waiver of recruitment include, but are not limited to:

- Previous recruitment attempts did not result in a qualified candidate pool and/or a hire meeting the position's requirements;
- Unusual or exigent circumstances, such as time constraints, strict funding requirements, or other demonstrated business necessities;
- The position requires unique skills, knowledge, and abilities, and the probability of a competitive recruitment yielding a qualified candidate is low;
- Promotion, reassignment, or transfer of a current employee.

Recruitment waivers need to be approved by the Management Committee.

2.6. Probationary Period:

- a) A newly recruited Regular Employee is required to serve a three-month probationary period. A Probationary Employee may be dismissed at CCHR's discretion on or before the end of the probationary period by 7 days notice in writing. In the case of members of the Management Committee there is a six-month probationary period.
- b) At the end of the probationary period, the responsible person will evaluate the performance of the Probationary Employee. Any decision to continue or terminate the employment of the Probationary Employee must have the agreement of the Management Committee. The job evaluation will be made available to the Probationary Employee.
- c) There is no job guarantee for a Probationary Employee who has completed the probationary period.

2.7. Duties:

- a) An Employment Contract and job description shall be assigned to a new recruit or extended employment.

- b) The Supervisor will review the work allocation with the assigned Employee on a regular basis, and the job description, scope of work and additional work will all be considered.

2.8. Employment Card:

CCHR shall issue an employment card to all Employees and the card must be returned to CCHR once the Employment Contract is terminated.

2.9. Employment Outside CCHR:

- a) Employees may, at the discretion of the Management Committee, obtain outside employment or give professional services elsewhere provided the work does not in any way interfere with the duties of the Employee and the Employee's responsibilities to CCHR.
- b) An Employee must notify and receive permission from their Supervisor and the Management Committee before obtaining any outside employment.
- c) As a condition of allowing an employee to obtain outside employment, the Management Committee may request that the employee contributes to CCHR part of the remuneration obtained from that outside employment.

3. CONDITIONS OF EMPLOYMENT

3.1. Working Hours:

- a) The standard working week for all Employees is a minimum 40 hours and maximum 48 hours.
- b) CCHR's working hours are 7:30 a.m. to 12 midday, and 2 p.m. to 5.30 p.m. from Monday to Friday.
- c) The relevant Supervisors must arrange work schedules for each Employee in accordance with their duties.

3.2. Overtime:

- a) All Employees are responsible for their work as prescribed in their Employment Contract. Where necessary in order to complete their responsibilities, Employees may be required to work outside the standard working hours above. . In exceptional circumstances and where approved in advance by the Supervisor, an Employee may be entitled to compensation days for additional work outside standard hours, at the rate of 1.5 days per day worked.
- b) If an Employee does need to work outside standard hours he or she must notify the Finance and Administration Department and shall be responsible for the use of any CCHR equipment during that overtime work.

3.3. Replacement Work:

An Employee is only allowed additional leave, if he/she has already used all his/her annual leave, in the case of emergency. The Employee, by agreement with a member of the Management Committee, will then have to work additional hours unpaid or be paid a reduced salary in order to compensate CCHR.

3.4. Timekeeping Procedure:

An Employee is required to sign in and out using the attendance book, to record his/her working hours.

4. EMPLOYEE CONDUCT AND WORK REGULATIONS

This section provides guidance for all Employees as to inappropriate behavior. Any Employees responsible for such inappropriate behavior may be subject to disciplinary action, up to and including dismissal.

4.1. Absence:

Inappropriate behavior related to absence includes:

- Absence without legitimate excuse and/or failure of an Employee to notify their Supervisor;
- Repeated unauthorized absenteeism resulting in failure to perform assigned duties; and
- Repeated tardiness without proper excuse.

4.2. Conduct:

Inappropriate conduct includes:

- Discourtesy towards others (e.g. failure to work harmoniously with fellow Employees or serve the public with courtesy);
- Gambling whilst on duty;
- Smoking in unauthorized areas;
- Consuming alcoholic beverages or being under the influence of alcoholic beverages while on duty, with the exception of those attending official events where the consumption of alcohol is expected;
- Illegal conduct, conduct unbecoming to a CCHR Employee, or conduct damaging the CCHR's public image;
- Incompetence, neglect of duty, or unsatisfactory performance of assigned duties;
- Insubordination (i.e. failure or refusal to comply with a Supervisor's instructions, unless the instructions are illegal or endangering);
- Threatening or committing acts of intimidation or violence;
- Disclosing or mis-using confidential information of CCHR or any of its donors or supporters; and
- Communicating and representing CCHR externally, where an Employee has not received the prior specific or general permission from their Supervisor. More information and guidance on communicating and representing CCHR externally is available in the CCHR Communications Policy.

4.3. Property:

4.3.1. Fixed Assets: All CCHR's Fixed Assets including car, technological equipment, office equipment and other supplies are listed in CCHR's Fixed Asset Register, which is updated annually and subject to monthly inspections by the Finance and Administration Department.

4.3.2. Use of Fixed Assets:

- a) All Fixed Assets must be properly used and managed.
- b) An Employee is responsible for any loss, theft, or damage to a Fixed Asset that results from their deliberate misuse or negligence. The Employee will be required to purchase new property or repair the damaged property, and disciplinary action may be taken, up to and including dismissal.
- c) An Employee shall have no responsibility for loss, theft or damage caused by circumstances beyond their reasonable control.

d) Personal use of CCHR's property shall only be permitted on the approval of the relevant Supervisor.

4.3.3. Misuse of Property:

Misuse of Fixed Assets includes:

- Carelessness, inattention to duty, or purposeful acts resulting in damage to property or injury to person(s);
- Failure to maintain prescribed records;
- Concealing, falsifying, altering, misusing, or removing records, including electronic data records;
- Theft; and
- Direct or indirect use or misuse of property, for other than officially approved activities.

4.4. Adherence to Policy:

Inappropriate behavior includes:

- Failure to follow prescribed rules and regulations, or violation of CCHR's policy and procedure; and
- Discrimination on the basis of race, sex, age, religion, national origin, sexual orientation, citizenship, disability, and other social status.

4.5. Publication and Media Communications:

a) Only authorized Employees may conduct media interviews, or approve public statements issued in the name of CCHR.

b) An Employee who wishes to write or publish any articles or research findings in the name of CCHR must obtain prior approval from their Supervisor.

c) More information and guidance on communicating and representing CCHR externally is available in the CCHR Communications Policy.

5. EMPLOYEE SALARIES

5.1. Salary Scales:

a) The salary for each Regular Employee shall be determined by reference to a structured scale of grades for different levels of responsibility.

b) The exact salary of an Employee within the applicable grade shall be based on the level of responsibility, experience in the related field, knowledge and skills required for the post.

c) CCHR will endeavor to maintain salary levels that are competitive in the market and comparable with other similar organizations (in terms of size and operation) working in Cambodia, and within its budget and financial constraints.

d) Each grade has a minimum and maximum salary applicable to that grade, with an overlap between the ranges to facilitate reward for a high level of contribution and skills in a lower grade. CCHR may vary the top and bottom ends of the grades each year. However the percentage of increase or the amount to be increased entirely depends on the budget available.

e) If an Employee is unhappy with the evaluation and grading (not pay) of his or her job, they may appeal to their Supervisor and the Finance and Administration Director in the first instance, and, if necessary, to the President if the Employee is still dissatisfied.

5.2. New Employees:

- a) The salary for newly appointed persons will be determined by the job evaluation and grade assigned to the post. Job evaluation will be undertaken prior to recruiting for the role so that the salary range may be clearly stated during the recruitment process.
- b) New staff will usually be appointed on a salary at the bottom end of the pay grade for their job, but in exceptional circumstances where the applicant demonstrates skills, competencies and experience beyond the usual recruitment level for the role, they may be appointed on a salary at the higher end.
- c) It is the responsibility of every Supervisor to ensure that he/she does not raise expectations at interview or whilst doing his/her job concerning pay, conditions and possibilities for progression that cannot be fulfilled by CCHR. For example, what is said to a candidate at an interview about pay, conditions and possibilities for progression has as much if not more bearing on their expectations of the organization as the written contract which comes much later.

5.3. Payment of Salaries:

- a) Regular Employees will be paid monthly for their work for CCHR in accordance with their Employment Contract. Salary payments will be made in the fourth week of each month. A new Employee will receive the relevant proportion of his/her salary in the month of joining. Similarly, an Employee who is leaving CCHR will receive the relevant proportion of his/her salary in the month of leaving.
- b) In addition to tax (see 5.4. below), deductions may also be made from Employees' salaries in the following circumstances:
 - Unapproved absence, approved leave without pay;
 - Damage to, or loss of, Fixed Assets expressly entrusted to the Employee for custody, or for loss of money for which he/she is accountable, when such damage or loss is a directly attributable to his/her negligence or mis-use. The amount of any monthly deduction and the period of the repayment must be first agreed by the supervisor and the Employee; and
 - Training courses paid for by CCHR but not attended, or for which CCHR has received no benefit i.e., because the Employee has left soon after the course was completed.

5.4. Tax:

- a) At the time of writing the law on taxation of those working for non-governmental organization in Cambodia, including CCHR, is unclear. Prime Minister Hun Sen has stated that NG employees do not have pay income tax, while the mechanism to collect income tax from NGO is not currently operational.
- b) CCHR will update all Employees about their tax liabilities as and when the law in this area is clarified.

5.5. Temporary Promotion Allowance:

Where a vacancy occurs and a decision is made to temporarily promote an existing Employee to that position, they will receive salary based on the bottom point of the grade for the higher post, or two increments within their grade, whichever is the higher.

5.6. Additional Responsibility Allowance:

a) If an Employee assumes additional responsibilities for more than one month, he/she may receive an additional allowance, such decisions to be taken by the Management Committee. Increased responsibility refers to an increase in the decision-making and authority level for that person and will not involve working extra hours.

b) Additional responsibilities must be accompanied by a clear job description, which can be compared with the person's original job description. This job description must clearly identify substantial additional responsibilities.

6. EMPLOYEE BENEFITS

6.1. Insurance:

a) Regular Employees and Probationary Employees are eligible for health and accident insurance as provided in the agreement between CCHR and their insurance company.

b) CCHR has a Group Personal Accident policy that provides life cover of USD5000 in the event of the death of a Regular Employee whilst in the employment of CCHR. It also provides substantial cover in the event of permanent or temporary disablement of a Regular Employee, and medical expenses in accordance with the policy document.

6.2. Medical Allowance:

Employees are entitled to a medical allowance of USD175 per year that covers staff only, on the condition that the budget permits such bonus and such bonus is approved by the CCHR Management Committee.

6.3. Public Holidays:

Employees are entitled to paid national holiday as determined by the Ministry in charge of Labor

6.4. Annual Leave:

a) Employees are entitled to 15 days paid annual leave per year.

b) Employees should request leave from their Supervisor with appropriate notice (usually at least one month) to avoid scheduling conflicts and allow for coverage as needed.

c) Unused annual paid leave may not be carried forward.

d) Regular Employees will become entitled to one extra day of paid leave per year following completion of 12 months service after the probationary period.

6.5. Sick Leave:

a) Regular Employees are entitled to paid sick leave.

b) If requested, an Employee must supply a medical statement from a qualified health professional to certify the Employee's illness in relation to any period of sick leave. If an Employee fails to supply such a statement on request, no paid sick leave shall be payable (and the Employee must reimburse CCHR for the absence as appropriate).

c) The Employee must inform his or her Supervisor on the day of an absence, stating the reason for the leave and the anticipated duration.

d) In the event that an Employee regularly requires sick leave, the Management Committee will determine whether the Employee is no longer able to carry out their duties.

6.6. Maternity Leave:

- a) A female Regular Employee with at least one year's service is entitled to paid leave of three months covering the period before and after the anticipated delivery date.
- b) The pregnant Employee shall give three months written notice of the expected date of delivery to the Finance and Administration Department.
- c) During this maternity leave, the Employee is not allowed to work for other employers, otherwise the maternity leave is voided.

6.7. Paternity Leave:

- a) Paternity leave is the benefit granted to a male Regular Employee whose partner has delivered a child or suffered a miscarriage.
- b) The Employee is entitled to paternity leave of up to seven working days, on full pay. Paternity leave is only available to Regular Employees.
- c) The Employee shall give three months written notice of the expected date of delivery to the Finance and Administration Department.
- d) During this paternity leave, the Employee is not allowed to work for other employers, otherwise the paternity leave is voided.

6.8. Bereavement Leave:

- a) An Employee is entitled to bereavement leave of three days in the event of the death of a close family member.
- b) Requests for bereavement leave should be approved by the Employee's Supervisor and submitted to the Finance and Administration Department.

6.9. Severance Pay:

- a) A Regular Employee with at least one year's service is entitled to receive severance pay where applicable of 5% of the total annual salary paid to the Employee during the length of the Employment Contract, on the condition that the budget permits such bonus and such bonus is approved by the CCHR Management Committee.
- b) Severance pay will NOT be paid if the employment has been terminated by CCHR because of unsatisfactory work or behavior. However, it will be paid if the Employment Contract has been ended by CCHR because of circumstances beyond its control.

6.10. Incentive Bonus:

- a) A Regular Employee may be entitled to an annual incentive bonus, if the budget permits such bonus and if such bonus is approved by the CCHR Management Committee.
- b) This incentive bonus is not guaranteed and is at the complete discretion of the Management Committee.

6.11. Volunteer Work

A Regular Employee shall be entitled to one day's leave each year for the purpose of carrying out volunteer work for a cause of their choice. The timing of such leave must be agreed in advance with the Employee's Supervisor.

7. PERFORMANCE APPRAISAL

7.1. Purpose:

CCHR will conduct annual appraisals for all Employees, in order to review their performance in the job, assess their suitability for the work, and consider their future work. Probationary Employees will be evaluated at the end of their probationary period to determine whether they should be retained.

7.2. Procedure:

- a) Each employee will be appraised by their Supervisor in communication with the Management Committee. The appraisal results will be recorded on the Appraisal Form.
- b) Each Employee will also be asked to complete a self-assessment section of the Appraisal Form in order to provide CCHR with some feedback with regard to their own views about their job performance.
- c) Supervisors will meet with Employees to discuss the evaluation.
- d) If the Employee wishes to clarify matters relating to the evaluation results, he/she may raise the matter with their Supervisor, who will then communicate as necessary with the Management Committee.

8: GIFTS AND GRATUITIES

8.1. Prohibited:

An Employee must not accept or solicit, directly or indirectly, anything of economic value as a gift, gratuity, favor, entertainment, or loan which is or may appear to be designed to influence official conduct in any manner, particularly from a person who is seeking to obtain contractual or other business or financial arrangements with CCHR.

An Employee must not pay any bribes or directly or indirectly provide anything of economic value to any public authorities or officials as a gift, gratuity, favor, entertainment, or loan which is or may appear to be designed to influence official conduct in any manner. If you have any doubts about any particular payment, gift, gratuity, favor, entertainment, or loan, you should consult your Supervisor.

8.2. Allowed:

- a) Employees may accept from vendors and others:
 - Unsolicited advertising or promotional material such as pens, pencils, scratch pads, and calendars;
 - Occasional business lunches or food and refreshments of insignificant value; and
 - Other items of nominal or minor value (e.g. a box of candy or fruitcake) that are merely tokens of appreciation and not related to any particular transaction.
- b) All such gifts must be reported to the Employee's Supervisor and the Finance and Administration Department.

9. DISCIPLINARY ACTION

9.1. Types of Disciplinary Action:

- a) Any disciplinary action will be decided by the Management Committee and the relevant Supervisor. The disciplinary action may include one or more of the following:
 - Verbal reprimand;

- Written reprimand;
- Demotion;
- Suspension; and
- Termination of the Employment Contract.

b) Except in cases of gross misconduct, an Employee shall generally be provided with at least one verbal reprimand and at least one written reprimand prior to dismissal.

c) In cases of gross misconduct, an Employee may be dismissed immediately.

d) CCHR reserves the right to use legal action where an Employee has breached the Law of Cambodia and this breach has harmed CCHR.

9.2. Grievance Procedure:

a) CCHR recognizes the importance of providing a prompt and efficient procedure for resolving grievances fairly and equitably, without fear of prejudice or retaliation for initiating a grievance or participating in its settlement on the part of the person involved.

b) The aggrieved person or his/her representative must file a request for a grievance hearing in either verbal or written form directly to CCHR's President or Management Committee. The request must provide the circumstances of the case, stating:

- The names of the relevant parties;
- The date the dispute arose;
- A statement of the issues in dispute; and
- Witnesses or other available evidence relating to the dispute.

c) The Management Committee will promptly meet with the aggrieved person to discuss the dispute. The aggrieved person may be accompanied to such meeting by a representative or other person of his or her choosing. Following such meeting, the Management Committee shall investigate the case and attempt to resolve the grievance fairly. The relevant parties will be notified of the result of the investigation, and the intended resolution of the case.

Phnom Penh, Date: 27 August 2024