

company internal rules and hr policy



December 24, 2017

bakery 168

Phnom Penh





# Internal Rules and HR Policy

# STATEMENT OF DECLARATION

This Internal Rule provides you with a concise overview of the association, general staffing management and other regulations applicable to all employees based in Cambodia, employed by **BAKERY 168**. Matters regarding employment which are not set forth herein shall be in compliance with the Cambodian Labor Law and other employment regulations of Cambodia.

**BAKERY 168** reserves the right to make reasonable changes to policy statements and other agreed terms and conditions of employment. Such changes will be notified to all employees in writing by way of reissuing of all or parts of the Association Internal Rule through employee information board, e-mail or by any other means where deemed fit.

Every effort will be made to ensure that all employees are properly informed of the current terms of their contract and it will be informed well in advance of any change. Occasions may arise, however, when it is necessary to implement change quickly in response to unforeseen circumstances. Both management and employee will jointly make maximum effort to raise company's productivity and profitability ensuring fair and suitable compensation for employee covered by this Internal Rules.

Should the information contained in this Internal Rule be different from that in the employment contract, the terms and conditions in the employment contract shall prevail. For further clarification, please consult with Executive Director.

Phnom Penh, Date: 24 December 2017

Authorized Signature

# Mr. SAMBO SAMBATH

President of

**BAKERY 168**

|  |  |  |
| --- | --- | --- |
| **No** | **Content** | **Page** |
| 1 | **Chapter 01: Employment Regulation**  Article 1. Non-discrimination  Article 2. Employment Requirement  Article 3. Health Check and Work Permit | 4 |
| 2 | **Chapter 02: Employment Contract**  Article 4. Employment Contract  Article 5. Probation Period  Article 6. Resignation & Termination Notification  Article 7. Employee Resignation and Benefits  Article 8. Employee Termination and Benefits | 5-6 |
| 3 | **Chapter 03: Working Conduction**  Article 9. Wage and Payment  Article 10. Working Day and Hour  Article 11. Overtime | 7 |
| 4 | **Chapter 04: Leave and Holiday**  Article 12. Public Holiday  Article 13. Annual Leave  Article 14. Special Leave  Article 15. Maternity Leave  Article 16. Sick Leave | 8-9 |
| 5 | **Chapter 05: Conduct Regulation**  Article 17. Code of Conduct  Article 18. Harassments | 10-11 |
| 6 | **Chapter 06: Disciplinary Action and Employee’s Right**  Article 19. Employee’s Mistake  Article 20. Employee Responsibility  Article 21. Employee’s Right  Article 22. Conflict Resolution | 12-13 |
| 7 | **Chapter 07: Confidentiality**  Article 23. Confidentiality | 14 |
| 8 | **Chapter 08: Security, Safety and Hygiene**  Article 24. Security  Article 25. Safety | 15 |
| 9 | **Chapter 09: Conflict of Interest**  Article 26. Relatives  Article 27. Conflict Solution  Article 28. Declaration | 16 |
| 10 | **Chapter 10: Staff Analysis and Planning**  Article 29. Staff Planning  Article 30. Job Description | 17 |
| 11 | **Chapter 11: Employee Appointment**  Article 31. Staff Requisition  Article 32. Selecting Job Applicants | 18 |
| 12 | **Chapter 12: Engagement and Job Offering**  Article 33. Job Offering  Article 34. Employment Contract | 19 |
| 13 | **Chapter 13: Performance Management**  Article 35. Performance Indicator  Article 36. Weighting & Rating Rule  Article 37. Performance Monitoring  Article 38. Performance Appraisal | 20-21 |
| 14 | **Chapter 14: Employee Promotion and Rotation**  Article 39. Promotion  Article 40. Transfer/Rotation (Job) | 22 |
| 15 | **Chapter 15: Salary and Rewards**  Article 41. Waging Rules  Article 42. Incentive /Bonus Rules  Article 43. Benefit Policy  Article 44. Exiting Application  Article 45. Duty Transfer | 23-24 |
| 16 | **Chapter 16: Final Provision**  Article 46. Effective | 25 |

# Chapter 01

# Employment Regulation

**Article 1. Non-discrimination**

* 1. **BAKERY 168** shall NOT consider on account of races, color, sex, religion, political will, birth, social origin, and union activist to make hiring, assigning tasks, training, advancement, promotion, remuneration, termination and demotion.
  2. **BAKERY 168** shall open widely or visibly to all related vacancies and ensure its accessibility to all applicants. **BAKERY 168** would encourage for gender and minority balance by prioritizing women or protected group (by law) to take the first chance.
  3. **BAKERY 168** shall reserve right to make related-employment based on essential job specification, and applicant’s qualification. The hiring decision shall be taken into judgment of job-skill fitness, attitude-value fitness, and potential-future fitness.

**Article 2. Employment Requirements**

* 1. The applicants who apply job at **BAKERY 168** shall have the following requirements:
     + At least 18 year of age (date of birth to commence date).
     + Properly attitude and virtuous personality.
     + Proper health condition.
  2. The hired applicants shall submit the following document for applying for its full legality of employment:
     + Application form/Cover Letter (with photography 4x6) (1set)
     + Copy of passport/citizen ID card/ birth certificate (1set)
     + Copy of family book/ residential book (1 set)
     + Health check certificate by Ministry of Labor and Vocational Training (1 set)
     + Work book issued by Ministry of Labor and Vocational Training (1 set)
     + Education certificates (1 set)
     + Copy of marriage certificate and birth certificate of children (if applicable)

**Article 3. Health Check and Work Permit**

* 1. Each employee is required to do employee health check with Ministry of Labor and Vocational Training before commencement date with **BAKERY 168**.
  2. Any employee who does not have work permit (and employment card) shall submit required document to Admin/Finance Department for work permit processing. The cost of work permit shall be responsible by the employee.
  3. All submitted document shall be considered as the **BAKERY 168**’s property and highly restricted to access such kind of information. Only the owner of document could apply for any purpose of checking or copying only.
  4. Each employee is required to update any change on family status, dependents, contact number, e-mail, address or any educational accomplishment.
  5. Admin/Finance Department shall provide a proper induction to new employees and ensure on time of submission of each document. Each employee is required to provide well cooperation with Admin/Finance Department in such compliance process.

# Chapter 02

# Employment Contract

**Article 4. Employment Contract**

* 1. The employee shall be contracted by the **BAKERY 168** in accordant to the need of business within proposal by Manager/Executive Director and approve by Secretariat General and President or delegated representative.
  2. Unspecific Duration Contract (UDC) (Regular Employee): each employee is required to work full time basic regularly and is not specified termination date. It would be entitled to all legal benefits and merit benefits of **BAKERY 168**.
  3. Fixed Duration Contract (FDC): each employee is required to work on specified commence & termination date as mentioned in separate contract. It would be entitled to all legal benefits and merit benefits of the **BAKERY 168** and as mentioned in the contract.

**Article 5. Probation Period**

* 1. The probation period shall be considered as trial working period that would allow both association and applicant to learn and engage each other on the assignments and working condition. During probation, either employer or employee can terminate the contract by giving notice a week before termination.
  2. The maximum length of the probationary period is:
     + 3 months for regular employees, Unspecific Duration Contract
     + 1 month for Fixed Duration Contract

**Article 6. Resignation & Termination Notification**

* 1. Each employee shall be forced to follow the notification rule agreed by Cambodian Labor Law of its intention to terminate employment contract with the **BAKERY 168**. The **BAKERY 168** reserves right to check and clear related liability or responsibility before approval.
  2. **BAKERY 168** and any employee who contracted as regular shall notify as the follow period:
     + Seven (7) days, if employee’s length of service is less than six months.
     + Fifteen (15) days, if employee’s length of service is from six months to two years.
     + One (1) month, if employee’s length of service is over two years and up to five years.
     + Two (2) months, if employee’s length of service is over five years and up to ten years.
     + Three (3) months, if employee’s length of service is over than ten years.

The exit applicant has to ensure that all document and pending job will be handed over with properly way before leave the company. Head of Department/Line Manager/Supervisor will audit on work after the exit applicant completed job handover.

* 1. **BAKERY 168** and employee who contracted as Fixed Duration Contract (FDC) shall notify as the follow period:
     + Five (5) days, if employee’s length of contract is less than six months.
     + Ten (10) days, if employee’s length of contract is from six months to one year.
     + Fifteen (15) days, if the employee’s length of contract is more than one year.

**Article 7. Resignation and Benefits**

* 1. **BAKERY 168** shall provide resignation benefit to employee in according to term of employment contract. The compulsory benefit shall be followed by Labor Law, and merit benefit shall be followed by the Association’s policies.
     1. Regular employee shall be paid as the following:
        + Late month salary (wage).
        + Related merit commission by the **BAKERY 168**’s policies.
     2. UDC’s employee shall be paid as the following:
        + Late month salary (wage).
        + Related merit commission by the **BAKERY 168**’s policies.

**Article 8. Termination and Benefits**

* 1. **BAKERY 168** shall reserve right to force employee to leave for serious mistake conducted by employee. The terminated employee shall be paid only late month salary.
  2. **BAKERY 168** shall reserve right to force employee to leave for absolute intention of the **BAKERY 168** due to **BAKERY 168**’s business poor performance or project ended. Each terminated employee shall be paid in according to term of employment contract.
     1. FDC’s employee shall be paid as the following:
        + Late month salary (wage).
        + Related merit commission by the **BAKERY 168**’s policies.
     2. UDC’s employee shall be paid as the following:
        + Late month salary (wage).
        + Related merit commission by the **BAKERY 168**’s policies.
  3. In case of damage, both employee and **BAKERY 168** shall have mutual agreement with rationales cause due to real situation of business performance. Employee and **BAKERY 168** shall provide concession together in professionalism.

# Chapter 03

# Working Condition

**Article 9. Wages and Payment**

* 1. Total wage may be included basic salary and performance incentive (bonus). Association reserves right to withhold salary tax from each employee in according to salary tax law. Any additional allowance, association shall bear to its own cost.
  2. The wage payment shall be transferred by designated bank of **BAKERY 168**, and each employee is required to submit their own bank account information to Admin/Finance Department. The bank transfer charged fee will be responsible by the **BAKERY 168**; the other bank charge is NOT.

# Article 10. Working Day & Hour

* 1. **BAKERY 168** requires each employee to work 8 (eight) hours per day, and 5 (five) days per week, or 40 hours per week.
  2. Working Day & Hour: Monday to Friday from 8:00 to 17:00

**Article 11. Overtime**

* 1. If the association has any busy work, it may ask employees to work overtime on voluntary basis. Any employee who works overtime shall receive compensation time equal to the number of overtime.

# Chapter 04

# Leave & Holiday

**Article 12. Public Holiday**

* 1. **BAKERY 168** will provide number of days of Public Holiday (PH) to each employee in accordant to Prakas of Royal Government of Cambodia (RGC). **BAKERY 168** reserves right to re-arrange public holiday due to the need of business operation.
  2. **BAKERY 168** will provide official announcement of each year of public holiday to each employee. **BAKERY 168** may request employees to work on weekend or public holiday and employees will be compensated as Article 11.

# Article 13. Annual Leave

* 1. **BAKERY 168** will provide annual leave to each employee in according to seniority with standard rate of 1.5 day per month or 18 days per year. The seniority shall be calculated from the official commencement date stated in employment contract.
  2. **BAKERY 168** shall carry forward only unused leave up to 5 days to use in the next year, and it will be carried 0 (zero) day if it’s still remained unused leave after 2 years (from the official commencement date). Employee’s annual leave will be added 1 (one) additional day for every 3 years of seniority.
  3. Employee shall apply annual request in advanced notification in according to the following rules:
     + Annual Leave for 2 day or less; employee must apply 3 working days.
     + Annual Leave for more than 3 days; employee must apply 5 working days.

# Article 14. Special Leave

* 1. Total special leave entitlement shall not exceed seven (7) days per each calendar year. The special leave is granted as paid leave to employees in the event as follows:
     + His/her own wedding
     + His wife gives birth
     + Wedding of his/her son or daughter
     + The death of the employee's husband, wife, children or parents.

If the employee has not yet taken his/her annual leave, the employer can deduct the special leave from employee’s annual leave.

# Article 15. Maternity Leave

15.1. Female employee taking Maternity Leave shall be entitled to ninety (90) days. Employee who has 1-year seniority is entitled to half of their monthly wage. Employee must give written notice to **BAKERY 168** at least four weeks before deliver baby.

# Article 16. Sick Leave

* 1. **BAKERY 168** provides paid sick leave to all eligible employees for periods of temporary absence due to illnesses or serious injuries. All employees including employees under probation are eligible to sick leave.
  2. Any sick employees, who are absent from two days, shall submit the medical certificate issued by a doctor to Admin/Finance Department. If they failed to submit that certificate, they will be considered as being absent without permission, so they will not get pay for that day.
  3. Long Sick Leave: Employee who has a certified letter from a doctor will get salary as follows:
     + 100% of basic salary for the 1st month.
     + 60% of basic salary for the 2nd and 3rd months.
     + 0% of basic salary for the fourth (4th) to sixth (6th) month. **BAKERY 168** reserves right to review the extension of employment if employee wishes return after 6 months.
  4. Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must contact employee for each additional day of absence.

# Chapter 05

# Conduct Regulation

**Article 17. Code of Conduct**

* 1. Each employee shall be required to:
     + Perform high standard of integrity and professionalism.
     + Be responsible for proper use of **BAKERY 168** information, funds, equipment and facilities.
     + Be considerate and respectful of the environment and others.
     + Exercise fairness, equality, courtesy, consideration and sensitivity in dealing with other employees, clients and suppliers.
     + Promote the interests of **BAKERY 168**.
     + Perform duties with skill, honesty, care and diligence.
     + Abide by policies, procedures and lawful directions that related to your employment with **BAKERY 168** and/or our members.

# Each employee shall be required NOT to:

* + - Accept any offer or gifts as it may influent to business transaction/decision.
    - Conduct any action which damage.
    - Act any engagement that catalyst to corruption or illegal bribery.
    - Act any engagement to money laundering & terrorism financing.
    - Perform violation to traffic rule (law), or related state laws.
    - Violate in human right, human freedom, and social order.

**Article 18. Prevention of Sexual Harassment at the Workplace**

* 1. **BAKERY 168** is committed to encourage and maintain good employee relations within a working environment which fosters team work and encourages employees to give their best. Everyone in the association and those who involve with the association has responsibility to maintain good working relationships and do not conduct themselves in a manner that may harm the wellbeing of others.
  2. Each individual has the rights to be treated with consideration, fairness, dignity and respect at all times regardless of one’s employment. This contributes to a workplace environment in which individuals feel safe and are able to work effectively, competently and confidently.
  3. The association believes that working environment should at all times be conducive to support the dignity and respect of individuals. The association has a strict no-tolerance policy against any and all forms of sexual harassment and is committed to take all necessary steps to prevent such harassment. Any complaint of harassment will be investigated promptly and appropriate action will be taken.
  4. This Policy applies to all categories of employees (i.e., direct or indirect) working at **BAKERY 168**, whether on a regular, temporary, consultancy, voluntary or daily wage basis or otherwise and whether directly or through any agency or contractor, irrespective of whether the terms of employment are expressed.
  5. This Policy shall be applicable across all offices where the association’s business is conducted and any place visited by the employees arising out of or during the course of employment. The Policy also covers the acts and behavior of staff the workplace and beyond working hours which may impact upon work or working relationships with other employees and/or staff.
  6. Sexual harassment includes any unwelcome act(s) and behavior (whether directly or by implication) including but not limited to:
     + Any physical contact and/ or sexual.
     + A demand or request for sexual favors.
     + Making sexually colored remarks.
     + Showing or disseminating (in any form or media) pornography or sexual material.
     + Any other unwelcome physical, verbal or non-verbal conduct of a sexual nature.
  7. If an employee believes he/she is a victim of harassment by a colleague, he/she should immediately inform to Line Manager. His/her Line Manager shall provide a report to the Admin/Finance Department or Executive Director. All reports shall be investigated and appropriate action will be taken based on circumstances.

# Chapter 06

# Disciplinary Action & Employee’s Right

**Article 19. Employee’s Mistake**

* 1. Light Mistake is considered as disobey to **BAKERY 168** best practices.
     + Arrive office late, and leave early without any permission.
     + Absence from work without permission.
     + Dress inappropriate business suit during working hours.
     + Bring any visitor to office during non-working hours without permission.
     + Play games or search internet on any unrelated-work assignments.
     + Use any inappropriate word or verbal speaking to other employee.
  2. Major Mistake is considered as significant rudeness to **BAKERY 168**
     + Commit gambling during working hours.
     + Use **BAKERY 168**’s uniform (or T-shirt) in immoral to social acceptant.
     + Defamation any employee’s reputation or honors.
     + Use political logo (sign) during working hours.
     + Act any damage to green environment, and good working environment.
     + Behave arrogant, aggressive, rude, or bad gesture to client or prospected client.
  3. Serious Mistake is considered to termination of employment:
     + Stealing, misappropriation, and embezzlement.
     + Fraudulent acts committed at the time of signing (presentation of false documentation) or during employment (sabotage, refusal to comply with the terms of the employment contract, and divulging professional confidentiality).
     + Serious infractions of disciplinary, safety and health regulations.
     + Threat, abusive language or assault against the employer or other workers.
     + Inciting other workers to commit serious offenses.
     + Political propaganda, activities or demonstrations in the establishment.
     + Act any engagement that catalysts to corruption or illegal bribery.
     + Violate to human right, traffic law, and related criminal actions.
  4. Verbal and writing warning:
     + First warning: Employee will be notified by verbal language.
     + Second warning: Employee will be notified by official written letter.
     + Third warning: Company will consider terminate the employment contract.

The light mistake may be hold for 12 months, and major mistake may hold for 24 months.

* 1. Association will immediately terminate that employee; if necessary, employee may be subject to legal proceedings either civil or criminal as prescribed under the Laws of Cambodia and International Law for serious misconduct.

**Article 20. Employee’s Right**

* 1. Employee shall have the right to respond or deny any accusation by the **BAKERY 168** by themselves or through employee’s representative if the accusation is deemed illegal based on the existing laws.
  2. In the event that the settlement of the dispute cannot be reached, employee shall submit complaint by themselves or through employee’s representative to Department of Labor and Vocational Training so that the labor dispute can be settled in accordance with Labor Law of the Kingdom of Cambodia.

**Article 21. Conflict Resolution**

* 1. No employee will be penalized, formally or informally, for voicing a complaint with **BAKERY 168** in a reasonable, business-like manner, or for using the problem resolution procedure.
  2. If a situation occurs when employee believes that a condition of employment or decision affecting them is inequitable, employee is encouraged to make use of the following steps. The employee may discontinue the procedure at any step.
     + Employee shall present problem (or compliant) to immediate supervisor after incident occurs. If supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present it to Executive Director.
     + Immediate supervisor shall respond (within 1 week) to problem or complain. During discussion or after consulting with employee, supervisor shall document a discussion for future use.
     + Employee shall present problem (or complain) to Admin/Finance Department if problem is unresolved. Admin/Finance Department shall advise employee, assist in putting problem in writing and visits employee's manager(s), if necessary.
     + If Admin/Finance Department can’t solve the problem; he/she shall present problem to the Executive Director with proper document.
  3. Not every problem can be solved to everyone's total satisfaction, but through mutual understanding and discussion of each party. The solution should contribute to harmonious work environment, and help to ensure everyone's job security.

# Chapter 07 Confidentiality

**Article 22. Confidentiality**

* 1. All employees shall not disclose any company’s confidential to media or other agencies without company’s permission in written. All communication with media and other agencies must be properly authorized by Executive Director/Secretariat General/President.
  2. If employees disclose any company’s confidential information to media or public without permission, this action will be considered as serious misconduct. Confidential information includes:
     + Principal management in association.
     + Salary and salary range information.
     + Information of cooperation between association and other organizations.
     + President, Vice-President, BoD and all members’ confidential information.
     + Other internal and external document of association
     + Other association’s confidentiality.
  3. All database and hard copy generated and used are considered as association’s property and solely belonged to **BAKERY 168**’s copy right. Any use of such information or logo shall be allowed by the **BAKERY 168**.

# Chapter 08

# Security and Safety

**Article 23. Security**

* 1. The company reserves the right to search all employees leaving or entering association’s premises and to inspect/search any parcel, package, handbag, briefcase, personal belongings and any other items which is not covered by this clause.
  2. Firearms and dangerous weapons are prohibited from being brought into the association’s premises, or being used to coerce association’s security.
  3. Employee shall not refuse to reply to questions asked in the course of any reasonable inquiry made by the association or any person designated by **BAKERY 168**.

**Article 24. Safety**

* 1. Maintenance of safety is every employee’s responsibility. Employee is responsible for preserving peace and for protecting **BAKERY 168**’s property as well as those of the employees.
  2. Employee shall pay attention to, and comply with, the rules on safety measures.
  3. No employee is allowed to bring outsider into association’s premises without permission.

# Chapter 09

# Conflict of Interest

**Article 25. Relatives**

* 1. Shall not be allowed to make happen as the following conditions:
     + The close relative shall not be in the same office or division (authority line).
     + The close relative shall not be regular interaction of work (support line).
     + The relatives shall not be allowed to make decision on relative's interest.

**Article 26. Conflict Solution**

* 1. Admin/Finance Department shall take intervention to solve any problem consider as conflict of interest among close relative by using Article 25 of this policy.
  2. In the serious condition, Admin/Finance Department and Executive Director shall make decision to offer termination of one or more of close relatives based on merit and fair treat of judgment. Admin/Finance Department may propose any specific actions or procedure if any.

**Article 27. Declaration**

* 1. All employees shall declare their relatives since the first day of signing the employment contract within the company. Any ignorance or intentional hidden, the employee shall be punished as serious conduct.
  2. The association reserves right to take any rational action regarding to any relative relationship or conflict of interest in order to keep fairness, transparency, and harmonize in the company environment.

# Chapter 10

# Staff Analysis and Planning

**Article 28. Staff Planning**

* 1. Each department shall conduct job analysis and staff needs analysis every year due to need of business growth, and operation efficiency. The job structure review shall be composed by key job activities and results precisely.
  2. Timeline of job/staff analysis shall be submitted to ED in early October of the year. Admin/Finance Department and ED shall compile such proposal and develop estimated budget; then ED and BoD shall review and endorse those proposals within the year.
  3. Each division/department shall communicate clearly in written with all staff under supervision. All job holders shall sign for the endorsement. Association reserve right to make any job adjustment due to the situational need of the company.

**Article 29. Job Description**

* 1. Each manager and head shall lead individual team to make and review job description yearly basic. All job description shall be proposed by each department head, endorsed by Admin/Finance and approved by ED.
  2. The job description shall be listed out 4-6 key point activities with possible 4-6 sub-point activities. Each activity shall be demonstrated in motivated word, shorten phrases and feasible achieved results.
  3. Each key job activity shall be weighed against each other with 100%. The weighting shall be considered time used in percentage of total working hours to perform each activity by job holder.

# Chapter 11

# Employee Appointment

**Article 30. Staff Requisition**

* 1. Each division/department shall propose staff recruitment proposal for new recruitment or replacement recruitment. The proposal shall attach job description.
  2. If vacant position is new, Admin/Finance shall review and make job assessment within 5 days after getting the proposal by immediate department. Admin/Finance shall form job evaluation committee to verify job level and step with approval from ED.
  3. Any vacancy with approved budget, Admin/Finance shall check and approve on the recruitment requisition. The rest shall be approved by ED.

**Article 31. Selecting Job Applicants**

* 1. All employee selection and appointment shall be made by interview committee (panel). The interview shall be structured and processed properly. All managers shall contribute proper time to conduct interview effectively.
  2. The job interview shall be made one or more time depends on the job requirement. Each interview phase shall be structured with specific objectives. Admin/Finance shall liaise such process and composition of the panel with immediate department/division and ED.
  3. During the interview, Admin/Finance shall take a part to facilitate since appointment, and arrangement. Before starting the interview, each panel's member shall make a short discussion about the objectives and job requirement.
  4. Each interviewer shall provide personal assessment in the individual evaluation check sheet. The interviewer could express any key points such as strength, weakness, and/or any comments may be considered in hiring decision.
  5. The hiring decision shall be made later after all applicants were interviewed. The interviewers shall present their comment of each candidate by marking three-mark: passed, failed or pending.
  6. The panelists shall discuss and debate for the most-suitable applicants as much as possible based on their own observation and comments. The selected applicants shall be accepted by the majority of panelists.
  7. The immediate manager shall consider selecting one or more applicants based on approved requisition among the applicants endorsed by the panelists. After selection, the panelists shall sign on the interview result list.
  8. Admin/Finance shall indicate any position/title which may be required to do a reference check or health check-up. In this case, the reference check and health check shall be made after job negotiation.

# Chapter 12

# Engagement and Job Offering

**Article 32. Job Offering**

* 1. The officer in charge of recruitment shall start negotiation with the selected applicants immediately on salary/wage and joining date. The salary scale offered shall be in line with standard scale, and approved by ED.
  2. In cases of special offer, the new salary shall be proposed by interview panelists, and approved by ED. The maximum adjustment shall be not exceeding 30% of the current scale.
  3. Up on verbal agreement of applicants, Admin/Finance shall issue standard Offer Letter to confirm the commitment of hiring applicant. The offer letter shall be valid only 10- day.

**Article 33. Employment Contract**

* 1. After getting the offer letter, the applicant shall send relevant documents, and sign employment contract as soon as possible with Admin/Finance. ED shall be a signature as representative for **BAKERY 168**.
  2. Immediate Manager and Admin/Finance shall consider any type of employment contract (fixed duration contract or unfixed duration contract). Admin/Finance shall clarify this point with applicant since beginning of negotiation.
  3. The employment contract shall be signed by both parties (association & applicant) before joining date (effective date) at least 5-day. Admin/Finance shall follow up and take serious action to ensure the proper hiring process.

# Chapter 13

# Performance Management

**Article 34. Performance Indicator**

* 1. The management team shall work on reviewing and developing department's indicator in the 4th quarter of the year. The indicators for later (next) year shall be approved on December of the year.
  2. Each department shall develop each individual's productivity and performance indicator every year. The approval of productivity and performance indicator shall be made in January of the year.
  3. The performance indicator shall be illustrated by three-dimension: number (#), value ($), and percentage (%). Each indicator shall be measurable and describable (SMART model) by using past portfolio and situation as key review points.
  4. Each employee shall have 5-7 indicators that illustrate the employee's performance. The indicators shall be changed or adjusted periodically if need. The indicator shall be separated consistency and precisely by each other.

**Article 35. Weighting & Rating Rule**

* 1. Employee's indicators shall be weighted within 100%. Managers shall decide the size of weight of each indicator depend on impact of performance results. It shall not be weighted equally or unweight.
  2. There should have 5-level rating on each indicator. The employee and manager shall compare the actual result to estimate result into percentage (%).
  3. The rating level are:

|  |  |  |  |
| --- | --- | --- | --- |
| Score | | Rating % | Description |
| Exceptional  (Consistently Exceed Expectation) | 5 | 111-120 | Exceptional, exceed all objectives of performance and behavioral |
| Exceed Requirement | 4 | 101-110 | Exceeds majority of objectives, both performance and behavioral |
| Meet Requirement | 3 | 81-100 | Achieves all or the majority of objectives, both performance and behavioral |
| Marginal (Need Improvement) | 2 | 61-80 | Achieves some objectives, both performance and behavioral |
| Unsatisfactory | 1 | 0-60 | Fails to achieve the majority or all objectives both performance and behavioral |

* 1. In case, some indicators that are estimated as zero (# 0.00) shall be rated only Poor or Excellence if it's happened or not happened respectively.

**Article 36. Performance Monitoring**

* 1. The performance monitoring shall be made monthly basic in according to the nature of each position. The manager and employee shall be sitting together to review and identify doable point to go forward.
  2. The data shall be recorded in proper way. The data shall be action/activity plan, working schedule, transaction record, periodic report, actual result, and so on. The comments or mechanisms shall be kept as reference.

**Article 37. Performance Appraisal**

* 1. Performance appraisal shall be made one time per year, preferred in December of the year. The performance appraisal is the official evaluation of employee's performance by using performance appraisal form.
  2. Each department shall create appraisal committee to check and verify the performance appraisal result.
  3. Admin/Finance shall be an advisor to all manager and/employee on the process. Admin/Finance shall collect and consolidate the data into critical analysis for management review, and take any action.

# Chapter 14

# Employee Promotion and Rotation

**Article 38. Promotion**

* 1. Admin/Finance shall propose some positions that shall be given to internal employee thorough internal promotion. The promotion shall be made under spirit of integrity, fair, and rational traits.
  2. The promotion shall be used for upgrading employee level in the same line of function. The promoted employee shall be enriched the responsibility, and the level of decision making (authority).
  3. Admin/Finance shall announce internally to all managers about the promotion opportunity. The other department (managers) shall nominate one or more employees (staff) as the requirements.
  4. There are two main indicators to consider in promotion: 1). Achievement (how much employee contributes to the association); & 2). Seniority (how long employee stay with us). The final decision shall be made by majority basic (50% +1).
  5. The promotion panel shall be consisted:
     1. Executive Director, Chair
     2. Department Head, member
     3. Admin/Finance: Presenter
  6. Executive Director shall be reviewed and appointed by President/Board of Directors.

**Article 39. Transfer/Rotation (Job)**

* 1. The employee transfer/rotation shall be made in condition of changing function or crossing function. The transfer/rotation purpose is to enlarge employee's skill by let employee acquire new related skills.
  2. The employee, who wishes to apply for job transfer/rotation shall have at least two-year seniority, was remarked at point 3.5 of P.A within the position, and available vacancy.
  3. The transfer/rotation shall be made under request of both employee and company. The decision making shall be opened two-time per year. The employee shall submit the application, and Admin/Finance will seek approval from ED.

# Chapter 15

# Salary and Rewards

**Article 40. Waging Rules**

* 1. Admin/Finance shall conduct market study on wage/salary by using existing data from some HR consultancy firms, and then develop salary scales of each level and position. The salary scales shall be reviewed every two-year basic.
  2. Every employee receives monthly fixed salary accordingly to the employment contract. The salary will be paid to each employee the latest at every last day of the month or not later than on the 5th of next month.
  3. Admin/Finance will transfer the net amount (after tax) into employees' bank account. Employee shall contact Admin/Finance if there is any change or error at any convenient time.
  4. If employees have worked less than one month, their salary shall be paid in proportional to the number of days they have worked. The formula for calculating the hourly wages is as follows: Basic salary divided twenty-two days and divided eight hours (hour fee = basic salary/22/8).

**Article 41. Incentive /Bonus Rules**

* 1. Admin/Finance shall conduct basic study with each department to formulate incentive scheme in order to boost employee's performance. The incentive rate shall be in paralleled in specific figure with employee and company performance.
  2. The incentive scheme shall be considered into three main-parts such as 1). Individual achievements and 2) Team achievements. Admin/Finance shall consider the weight of individual and team incentive against 100%, 3). Association achievements.
  3. Admin/Finance shall consider developing bonus policy based on performance appraisal result. Employees, who have seniority less than 6 months counted from joined date to December 31, will not eligible for the bonus.

**Article 42. Benefit Policy**

* 1. Admin/Finance shall conduct feasible study on the best practices of employee's benefit that may high contribute to employee's performance and retention. The benefit shall be closed linked to employee, association financially and emotionally.
  2. The benefits shall be:
     + Allowance and per diem for business mission purpose.
     + Gasoline or travelling allowance.
     + Accident and health insurance.
     + Medical care.
     + Life insurance.
     + Spiritual bonus (during main spiritual festival).
     + Uniform, safety helpmate, raincoat.
     + Birthday cake and gift.
     + Annual Party.
     + Retreat.
     + Relocation benefit.
     + Family insurance/ medical care (spouse).
     + Retirement fund.
  3. Admin/Finance shall develop specific procedure and annual budget in order to manage and distribute such benefits properly. Each benefit policy and/or procedure shall be reviewed and approved by BoD (Treasurer).

**Article 43. Exiting Application**

* 1. In the event of resignation, the employee shall submit exit application form to Admin/Finance in according to notification period stated above. Each department shall submit exit applicant to Admin/Finance immediately.
  2. After approval, Admin/Finance shall send information to related department, especially immediate manager to take action. Admin/Finance shall collect related data for calculating final compensation for the employee.
  3. The final compensation shall be paid to exited employee, when the employee has transferred all duties, liabilities, and equipment to association. Admin/Finance shall develop easy transfer form to support the process.

# Article 44. Duty Transfer

* 1. Immediate manager shall take immediate action after getting official approval on exit application. The duty transfer shall be made follow by specific check list and physical transfer between exited employee and designated employee.
  2. The immediate manager shall be responsible for ensuring that all data, documents, and information are manageable. The employee soft-data and email data shall be backed up in safe drive for any reference.

# Chapter 16

# Final Provision

**Article 45. Effective**

This Internal Rules shall be ruled & implemented since the official sign by President. Any amendment shall be made in according to association’s need within Cambodian Labor Law & related to Prakas.