

ROYAL GOVERNMENT OF BHUTAN

MINISTRY OF LABOUR AND HUMAN RESOURCES

DEPARTMENT OF EMPLOYMENT



GUIDELINE ON DIRECT EMPLOYMENT SCHEME 2014

Table of Contents

Sl.No	Contents	Page No
1.	Objectives	2
2	Areas of engagement/training	2-3
3	Funding Modality	3
4	Implementation Modality	3
	Roles and Responsibilities of MoLHR	4
5	Roles and Responsibilities of Employer	4-6
	Roles and Rights of Participants	6-7
	Eligibility Criteria	7
6	Administration and Coordination	8
7	Procedures for Recruitment, Selection and Appointment of Job Seekers	9
8	Monitoring and Supervision	9
	Role of the Monitoring Officer	10
9	Assessment and Certification	10
10	Annexure-I	11-14
11	Annexure-II	15

I. Objectives

The Direct Employment Scheme (DES) is a strategic response under Guaranteed Employment Program (GEP) to address unemployment and is specifically designed to engage unemployed youth with class 10 pass and above who are willing to take up the scheme with the following objectives to:

- a. Support guaranteed employment to youth through various modes of engagement and training programs for a maximum period of two years;
- b. Provide skill training in those critical areas/sectors that are in high demand in the labour market;
- c. Create a pool of skilled and semi-skilled human resources in the country;
- d. Promote and inculcate dignity of labour; and
- e. Address shortage of human resources in the country.

All areas of engagement and training with partner agencies must ultimately guarantee permanent employment.

II. Areas of engagement/training

Though the DES in general will focus in the following broad economic sectors and areas of engagement, the Cabinet Sub-Committee will from time to time also approve other areas of engagement. However, the type and specific area of engagement will be identified based on the dynamic of labour market requirement and in close consultation with partner agencies. The GEP will target to provide support to 5000 youth for guarantee employment during the 11th FYP.

Sl. #	Areas of engagement by sector
1	Construction (non-hydro)
2	Agriculture
3	Hydropower
4	Tourism and Hospitality
5	ICT
6	Health
7	Education and Training
8	Financial Services
9	Arts and Crafts
10	Retail and Sales
11	Production/Manufacturing
12	Automobile
13	Green Business
14	Media and Entertainment

The MoLHR’s Job Portal shall be used for the purpose of short listing and recruitment, selection and appointment of Participants for all areas of engagement under the DES.

III. Funding Modality

Funding support to Participants will be based on the nature of occupation and level of qualification of Participants under the Direct Employment Scheme. The MoLHR will pay a minimum monthly allowance as specified in the guideline to Participants who are attached under the DES and the employer will be required to top up an amount specified in the GEP guideline (standard of monthly allowance by qualification) but not less than the National Minimum Wage (Nu.3750/ per month) to make the program attractive.

The Payment of MoLHR’s portion of monthly allowance will be directly deposited into the individual’s saving account by the AFD, MoLHR for the specified duration upon signing the employment agreement. The employer shall ensure the payment of their portion of the monthly allowance to the Participants of DES within the first week of every month.

Standard of monthly allowance for different levels of qualification:

Sl. No.	Participants -by qualification	Monthly allowance by MoLHR (Nu.)	Minimum monthly allowance by Partner Agency (Nu.)	Minimum monthly allowance (Nu.)
1	University graduate	7500	3750	11250
2	Class XII pass	5250	3750	9000
3	Class X pass	3750	3750	7500

IV. Implementing Modality

The implementation of DES will follow employment based approach. The DES shall be implemented in collaboration with potential Employers for the maximum period of two years.

The duration of the program will be based on the nature of occupations. For instance, the Participants will be attached for a year in case the nature of occupation is of desk job and if the occupation is manual/field, the participants will be attached for two years. Categories of occupations for attachment for two or one year will be based on the nature of work (field or desk job) referring Career and Occupation Dictionary (what is the working environment). However,

for any new occupations (not included in aforementioned dictionary) will refer International Standard Classification of Occupations. Upon fulfilling the eligibility, applicants will be short-listed at the following ratio:

- a. 1:10- if the slots/vacancies are less than 10
- b. 1:5- if the slot/vacancies are more than 10

DES will be implemented according to the Guideline and Employment Agreement. However, all activities in general shall agree to:

V. Roles and Responsibilities of MoLHR:

1. Facilitate the recruitment, selection and appointment through the Job Portal system of MoLHR;
2. Provide funding support as agreed in the guideline or agreement;
3. Visit the partner agencies and participants atleast once in every six months to monitor and review the progress;
4. Counsel the participants in case of dereliction of duty by them;
5. Assess and certify the quality of program; and
6. Take necessary course of action to any partner agency and Participant if found not adhering to the terms and conditions of the Employment Agreement as given in Annexure-I.

VI. Roles and Responsibilities of Employer:

1. The Employer shall have the right to select, recruit and employ the Participant from the list of short listed candidates provided by the Direct Employment Scheme Unit DES, DoE, MoLHR from the E-Registration System for Guaranteed Employment Program;
2. Upon the recruitment and selection, the Employer shall train the Participant based on the requirement of the Employer as per the requisition submitted to the DES, ESD, DoE, MoLHR;
3. The Participant shall work under a competent supervisor appointed by the Employer;
4. To provide on-the-job training to Participant and ensure quality through assessment and certification of the program;
5. The Employer must pay the Participant as indicated in the requisition submitted by first week of the following month;

6. The Employer shall compensate the Participant for any injuries including accidents and death in accordance to the Labour and Employment Act of Bhutan, 2007;
- 7.
8. The Participant shall be allowed to avail benefits and other entitlement as per the Internal Service Rules of the Organization of the employer;
9. The Employer shall submit a job description of the Participant and a copy of such document shall be submitted to the DES, DoE, MoLHR/respective RELOs at the time of recruitment;
10. In the absence of Internal Service Rules, the Employer shall provide such benefits in accordance to the Labour and Employment Act of Bhutan, 2007;
11. The Employer shall maintain the monthly attendance sheet of Participant duly signed by the supervisor and should produce as and when required by MoLHR and other relevant agencies;
12. The Employer shall submit the progress report and performance evaluation of the Participant on quarterly basis to the DES, MoLHR /respective RELOs,
13. In case the Participant separates from the employer, it should immediately be informed to DES, DoE, MoLHR /respective RELOs;
14. Submit requisition for Human Resource under DES with following details:
 - Position with qualification;
 - Number of vacancies;
 - Location;
 - Nature of work indicating the person to be on contact with MoLHR, and
 - Guarantee permanent employment after the agreed duration of attachment.
15. Ensure to pay the salary upon completion of the attachment period, which should not be less than the total amount paid by MoLHR and the partner agencies during attachment period or as per the prevailing wage rate in the labour market for the particular occupation or whichever is higher;
16. Provide adequate support to the Participants as required by the nature of occupations and work; and

17. At no point of time during the attachment should the DES Participants be misused and exploited by the partner agencies.

Liabilities of the Employer

If the Employer contravenes any provisions of the agreement except in accordance with the procedures laid down by the MoLHR, the Employer shall re-imburse 20% of the total amount paid by the MoLHR to the Ministry and also pay the Participant in lumpsum.

VII. The Roles and Rights of Participant:

1. The Participant shall work as per the job description provided during his/her recruitment and selection;
2. The Participant shall respect and honor the Internal Service Rules of the employing agency;
3. The Participant shall be paid Nu_____ /-(_____) only by the MoLHR from _____ (Date), _____ (Month) _____ (Year) to _____ (Date), _____ (Month), _____ (Year);
4. The MoLHR shall disburse such amount as per the existing government procedure;
5. The Participant shall be on attachment before regularization as agreed in the General Clause;
6. The Participant shall have the right to be regularized upon the completion of the attachment as per the general clause provided in this agreement;
7. DES Participants are subjected to all rules and regulations governing the Partner Agency with whom they have been attached. However, if such rules and regulations come in conflict with those of the Direct Employment Scheme, the terms and condition of the DES shall take precedence over those of the Partner Agencies.
8. Signing of Employment Agreement:-The DES Participants should sign an employment agreement at the time of initial appointment;
9. Transportation: - The participants are required to arrange their own transportation from the MoLHR to the place of posting. However, the partner agencies may need to arrange transportation for official duty and during the emergencies;

10. Accommodation: - Individual DES Participants shall be solely responsible for arranging their own accommodation. However, the partner agencies should assist/support them if the location/work site is in remote where there are no residential houses;
11. Discontinuation: - If the Participants discontinue the program on medical ground, he/she should produce medical certificate duly certified by competent medical practitioner in Bhutan. Rest will be dealt as per the terms and conditions of the employment agreement; and
12. Absenteeism: - DES Participants who are absent from work/duties without approval of their Supervisors/Heads of the partner Agency shall be dealt as per the internal service rule of the respective Agency. However, the partner Agency shall report immediately to the nearest MoLHR`s Office for necessary action.

Liabilities of the Participant

If the Participant contravenes any provisions of the agreement except in accordance with the procedures laid down by the MoLHR, the participant shall re-fund 20% of the total amount paid by MoLHR to MoLHR and 20% to the Employer of the total amount paid by the Employer from the date of recruitment.

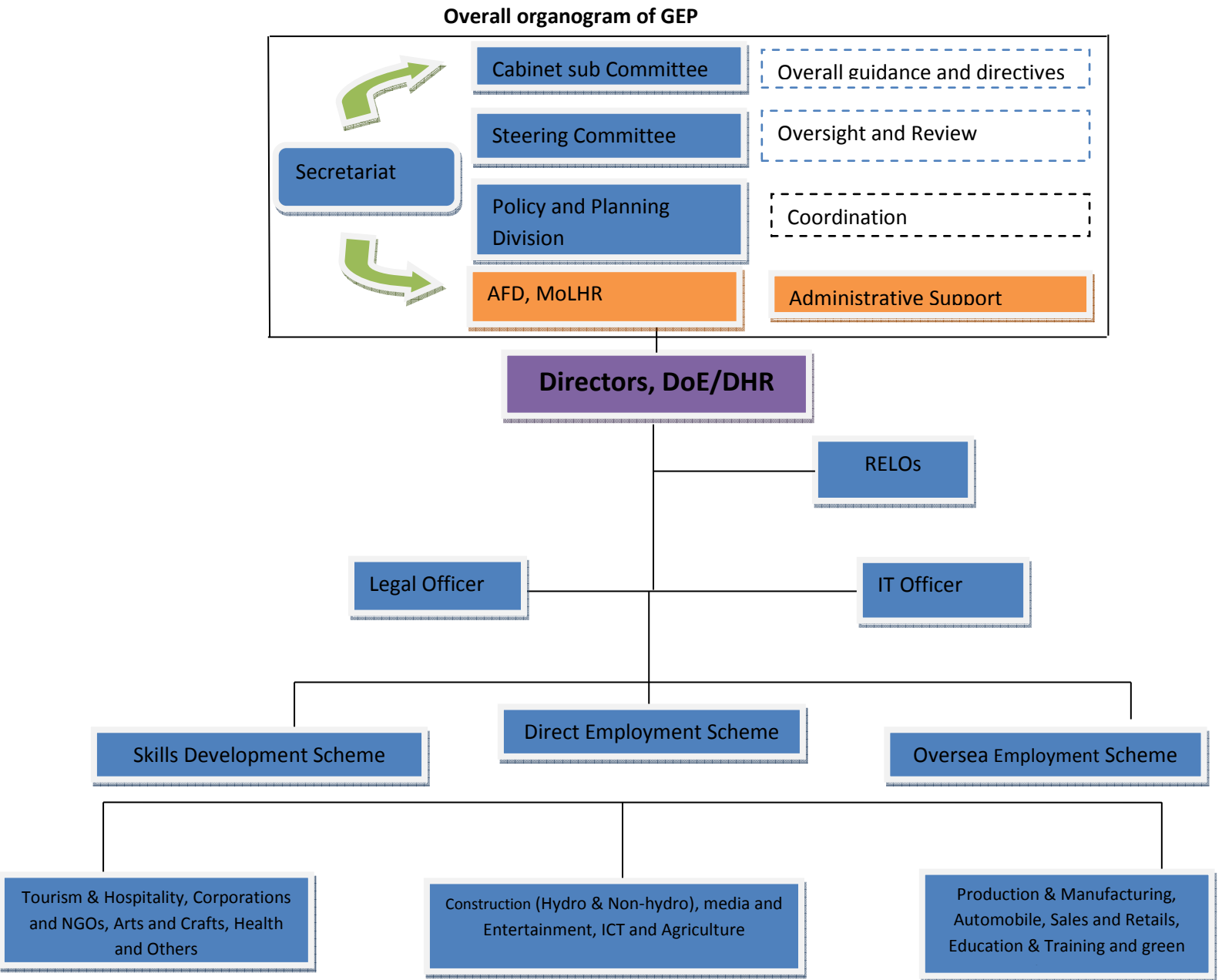
VIII. Eligibility Criteria

The participants of DES should:

- a. Be a registered job seeker and must fulfill minimum criteria set as per the requirement of the areas and occupations of engagement program;
- b. Be medically fit and mentally sound;
- c. Be ready, willing and available to take up any form of employment;
- d. Be at least 18 years of age at the time of recruitment with a minimum qualification of Class X;
- e. Not be in full-time education/training;
- f. Be agreeing to the terms and conditions laid down by the MoLHR or in employment agreement; and
- g. Receive preference if found chronic job seekers in the Job Portal system of MoLHR.

IX. Administration and Coordination

a. Organogram of DES



b. Coordination

The Policy and Planning Division, MoLHR shall be the main coordinating body for the DES under GEP.

X. Procedures for the Recruitment, Selection and Placement of DES Participants

The implementation of DES will generally comprise of the following procedures:

I. Announcement

Announcement will be made from time to time depending on the requirement from the partner agencies. The announcement will contain information on available vacancies by sectors, location and duration of the program.

II. Validation and Screening of DES Participants

The focal person of the DES shall validate employment status of job seekers from the online job portal data-base as per the eligibility criteria. The preference shall be given to the chronic job seekers who are not able to find jobs for more than six months. Once job seekers are attached under DES, the employment status of the particular DES Participants will be updated as employed and will be de-registered from the job portal.

III. Placement

Job seekers will be attached or placed with various partner agencies depending on the requirement considering the qualification and subject requirement. The placement in areas other than Thimphu shall be done preferably in their respective Dzongkhags in the 1st week of every month by RDs of MoLHR.

The focal officer of the DES shall issue an appointment order mentioning clear information on the place of posting, name of the partner agency and effective date with the copy to the partner agencies and respective RELOs. The partner agencies shall submit the joining report of the Participants to DoE/Regional Offices not later than a week from the date of joining.

XI. Monitoring and Supervision

DES Participants shall be kept under the general supervision of the partner agencies and direct supervision of a qualified skilled supervisor, appointed by the management. The Participant shall be monitored and assessed regularly during the attachment period by the supervisor and the MoLHR/RELOs to determine progress of the Participant. The MoLHR shall carry out monitoring visits from time to time but not less than once in six months and evaluate & assess the Participant at the end of the program for certification.

XII. Role of the Monitoring Officer

In-order to ensure effective implementation of DES, DoE, MoLHR /RELOs shall carry out the following monitoring activities:

1. Prepare monitoring and supervision plan and carry out the monitoring with or without prior information to Partner Agencies;
2. Carry out physical verification and check relevancy aspect of the attachment with reference to the appointment order ensuring that the trade/occupation specified in the appointment order is not altered;
3. Submit monitoring and supervision report to the Department of Employment within a week of monitoring visit for follow up action;
4. Conduct wrap up meeting with partner Agencies and provide feedback for further improvement;
5. The monitoring Officer will be fully responsible for reporting on issues and concerns related to DES to the Department of Employment for appropriate action; and
6. The monitoring shall be carried out at least twice a year.

XIII. Assessment and Certification

Department of Occupational Standards, MoLHR and respective implementing partners, wherever necessary will jointly carry out assessment and certification of the Participant upon completion of the program.

ANNEXURE-I



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ROYAL GOVERNMENT OF BHUTAN
MINISTRY OF LABOUR AND HUMAN RESOURCES

Employment Agreement Form

This agreement is entered on _____ day of _____, 20____, between Mr/Ms. _____ BearingCID _____ Proprietor/C EO of _____ holding Trade License No _____ Located in _____ (Hereafter referred as Employer) and

Mr./Ms _____ BearingCID _____
Village _____ Gewog _____ Dzongkhag _____ Qualification _____
_____ as Direct Employment Scheme Participant (Hereafter referred as Participant).

AND

This agreement is in accordance with Guideline on Direct Employment Scheme 2014 issued by the Ministry of Labour and Human Resources. This agreement contains 4 Pages.

General Clause:

Whereas the Participant shall be attached with the Employer as _____ for a maximum period of one/two (tick appropriate) years, with effect from _____/_____/2014 to _____/_____/20____ on the consolidated monthly allowance of Nu _____/- paid by MoLHR and the Employer. (MoLHR Nu _____/- and Employer _____. upon completion of one/two (tick appropriate) years on attachment, the Employer shall regularize the Participant's employment for a minimum period of two years from _____/____/2014 to _____/____/20____.

TERMS AND CONDITIONS FOR THIS AGREEMENT SHALL BE AS FOLLOWS:

Obligations of the Employer:

The Employer shall have the right to select, recruit and employ the Participant from the list of short listed candidates provided by the Direct Employment Scheme Unit DES, DoE, MoLHR from the E-Registration System for Guaranteed Employment Program;

Upon the selection and recruitment, the Employer shall train the Participant based on the requirement of the Employer as per the requisition submitted to the DES, DoE, MoLHR/respective RELOs;

The Participant shall work under a competent supervisor identified by the Employer;

To provide on-the-job training to participant and ensure quality through assessment and certification of the program;

The Employer must pay the Participant as indicated in the requisition submitted by first week of the following month;

The Employer shall compensate the Participant for any injuries including accidents and death in accordance to the Labour and Employment Act of Bhutan, 2007;

The Participant shall be allowed to avail benefits and other entitlement as per the Internal Service Rules of the Organization of the employer or Contract of employment;

The Employer shall submit a job description of the Participant and a copy of such document shall be submitted to the DES, DoE, MoLHR/respective RELOs at the time of recruitment;

In the absence of Internal Service Rules, the Employer shall provide such benefits in accordance to the Labour and Employment Act of Bhutan, 2007;

The Employer shall maintain the monthly attendance sheet of Participant duly signed by the supervisor and should produce as and when required by MoLHR and other relevant agencies;

The Employer shall submit the progress report and performance evaluation of the Participant on quarterly basis to the DES, MoLHR /respective RELOs,

In case the Participant separates from the employer, it should immediately be informed to DES, DoE, MoLHR /respective RELOs; and

Liabilities of the Employer:

If the Employer contravenes any provisions of the agreement except in accordance with the procedures laid down by the MoLHR, the Employer shall re-imburse 20% of the total amount paid by the MoLHR to the Ministry and also pay the Participant in lumpsum.

The Obligations and Rights of Participant:

The Participant shall work as per the job description provided during his/her recruitment and selection;

The Participant shall respect and honor the Internal Service Rules/Contract of Employment of the employing agency;

The Participant shall be paid Nu_____ /-(_____) only by the MoLHR from _____ (Date), _____ (Month) _____ (Year) to _____ (Date), _____ (Month), _____ (Year);

The MoLHR shall disburse such amount as per the existing government procedure;

The Participant shall be on attachment before regularization as agreed in the General Clause; and

The Participant shall have the right to be regularized upon the completion of the attachment as per the general clause provided in this agreement.

Liabilities of the Participant

If the Participant contravenes any provisions of the agreement except in accordance with the procedures laid down by the MoLHR, the Participant shall re-fund 20% of the total amount paid by MoLHR to MoLHR and 20% to the Employer of the total amount paid by the Employer from the date of recruitment.

Effective Date

This Agreement shall come to force from the date of its execution.

Declaration

The parties hereby, have read and understood this agreement and its terms and conditions mentioned herein fully. We also understand that breach of any provision of this agreement shall be settled amongst the parties failing which the aggrieved Party shall have the right to seek redressal with Labour Relation Division, Department of Labour, Ministry of Labour and Human Resources established under the Labour and Employment Act of Bhutan, 2007.

We declare that the details entered on this agreement are true and correct to the best of our knowledge and further confirm that we have read and do adequately understand the provisions and implications of this Agreement.

Affix
Legal
Stamp

Employer:

Affix
Legal
Stamp

DES Participant:

This employment agreement is signed in presence of the Chief Labour Administrator, MoLHR

**Chief Labour Administrator
MoLHR**

ANNEXURE-II

Placement Letter

MoLHR/DoE/ESD/DES/2014/15/
.....
.....
.....
.....

Date

Subject: DES Placement

Dear Sir/Madam,

The Direct Employment Scheme (DES) under the Department of Employment is pleased to place Mr/Mrs..... bearing citizenship Identity Card No.....in your organization/company as.....against the requisition announced by the employer for the duration of

The DES Participant must:

1. Undertake the engagement period conscientiously, diligently and endeavor to gain required employability skills before the completion of the attachment period;
2. Submit the bank account number to the DES unit within **two weeks** after the placement; and

3. Be punctual, behave in a responsible manner and work in accordance with the requirements of health and safety regulations.

The Employer must

1. Provide a skilled supervisor and appropriate tools and materials to train job seekers and ensure that job seekers are not left unattended or idle;
1. Ensure that the job seeker is not engaged in any other assignment(s) other than the specified occupation;
2. Maintain daily attendance sheet and submit it to the Department of Employment for release of stipend by the last week of the month;
3. Monitor and supervise the performance of job seekers from time to time and inform the Department of Employment on quarterly basis; and
4. The Employer must pay the Participant as indicated in the requisition submitted by first week of the following month;

The employer and participant must strictly adhere to the terms and conditions of the employment agreement

Thanking you in anticipation

Yours faithfully

(CEO, ESD)