

**SERVICE RULES OF RIGSUM INSTITUTE OF INFORMATION TECHNOLOGY &
MANAGEMENT**

CHAPTER 1: PRELIMINARY

1. Commencement & Extent

- 1.1 These Rules shall be called Service Rules of Rigsum Institute of Information Technology & Management.
- 1.2 The provision of these Rules and Regulations shall apply to all the employees of the Rigsum Institute of IT & Management.
- 1.3 The internal service rules shall take effect only from the date of approval by the Chief Labour Administrator.

2. Definition

- 2.1 “Salary” means the basic pay plus allowances.
- 2.2 “Basic Pay” means the time scale approved & enforce for **Rigsum**
- 2.3 “Grade” means the ranking as specified in the **Rigsum** scale schedule.
- 2.4 “Family” include employee’s spouse, children including stepchildren, parents of employee & spouse who are fully depended on the employee.
- 2.5 “Regular Employee” means a person whose service (in relation to any grade) has been confirmed after probationary period.
- 2.6 “Probation Period” means the time period of 6 months or more given to a direct recruit appointment against a substantive vacancy till his/her service with Rigsum is confirmed.
- 2.7 “Appointing Authority” means the authority empowered to make appointment to that grade under **Rigsum’s** Service Rules.
- 2.8 “Executive Committee” means, the members collectively acting as the executive body of the Rigsum under the chair of CHARIMANSHIP
- 2.9 “Head of the Secretariat” means the Managing Director of Rigsum Institute of IT & Management.
- 2.10 “Contract Service” means appointment person(s) for a specified period of time.
- 2.11 “Post Service” means appointment & sanction for the welfare of the employees in his/her post service period.

3. Power of Amendment

Any amendments shall be submitted to Chief Labour Administrator for verification and approval.

4. Recruitment/Appointment

- 4.1 The RIIT&M shall try its best to recruit only Bhutanese nationals as far as possible keeping in view of Royal Government's policy to reduce dependency on foreign workforce. Foreign workers shall be employed only when nationals are not available.
- 4.2 Vacancies of RIIT&M shall be advertised in the local media giving details of the requirements of the posts and selection, as far as possible, and shall be carried out based on merit/qualification/experience.
- 4.3 Appointment to posts in RIIT&M shall be made subject to candidates possessing the required qualifications, or otherwise found suitable by the management to carry out the duties and responsibilities of the posts.
- 4.4 Candidates seeking employment in RIIT&M shall normally have attained the minimum age of 18 years (Bhutanese Nationals between 13-17 years may however be employed against jobs/posts prescribed by Ministry of Labour & Human Resources)

CHAPTER II

5. Probation of Hours of Work

- 7.1 An employee who is employed for one year or more shall be on probation for 6 months within which period either party may terminate the contract by giving the other party notice of 7 days.
- 7.2 The normal working hours for an employee at RIIT&M shall be eight hours, six days a week, and Saturday will have 4 hours as working hours.

6. Over Time work (OT)

- 6.1 An employee below supervisory level shall be given over time work only with his or her agreement.
- 6.2 The Teaching employee working Over Time for an two hours shall be paid a lump sum amount of Nu. 3500 (Three thousand five hundred only) at the end of the month.
- 6.3 A female employee who is pregnant or nursing a child shall not be required to work OT

7. Meal Intervals

- 7.1 An employee shall be entitled to a meal break of 30 minutes after four hours of work and the meal break shall be included in the working hours.

7.2 A contract employment agreement drawn at the time of appointment may dispense the meal break if the employee works less than six hours a day.

7.3 Female employee who is nursing a child shall be entitled to an interval of 1 hour after 4 hours of work, and the meal break shall not be included in the above said interval.

8. Payment of Remuneration

8.1 A contract agreement signed with each employee shall specify a pay period of one month or less

8.2 An employee shall be paid salary at the end of the period specified in the **Schedule I** prescribed in this Rules and Regulation.

8.3 RIIT& M shall have the right to withhold up to a maximum of 50% of the salary (including other mandatory deductions).

8.4 An employee appointed to a time scale of salary shall draw his or her increment in the scale after completion of probation period.

8.5 Payment of salary shall be credited directly into their Bank Accounts of the concerned individuals.

8.6 The pay scale specified in **Schedule I** shall be revised from time to time.

9. Annual Increment

9.1 An employee appointed in a time scale of salary “between January 2nd to June 30th” of a year shall draw his/her increment in the scale on July 1st of the succeeding year.

9.2 An employee appointed between “July 2nd and December 31st” of a year shall draw his/her increment on January 1st of the succeeding year.

9.3 An employee appointed on January 1st or July shall draw his/her increment on January or July 1st respectively of the succeeding year.

10. Public Holiday

10.1 An employee shall be entitled to all public holidays selected by the management as per labour act.

CHAPTER III

11. Training (conditions and Formalities for training)

11.1 An employee whose nomination for training is confirmed shall sign an agreement with RIIT&M to the effect.

11.2 On completion of training, employee shall be required to serve the Company for a minimum period of twice the duration of the training or five years, whichever is less.

- 11.3 In the event the employee fails to abide by the terms of clause (11.2) mentioned above, the employee shall refund to the RIIT&M the full amount spent on his/her training expenses.
- 11.4 An employee sponsored for training to a maximum of twenty four months, shall be entitled to his/her full monthly basic salary for the entire duration of the training.
- 11.5 An employee sponsored for training exceeding twenty four months, shall be entitled to his/her full monthly basic salary for twenty four months and thereafter 50% of his/her basic salary and allowances (if any) for rest of the training duration.
- 11.6 It shall be upon the discretion of RIIT&M, whether an employee shall be sent for any type of training. However, if the employee wishes to go for training without the consent of the employer he/she shall have no right to claim for salary and other benefits stipulated above and shall be deemed to have resigned from the service.

12. Promotion

- 12.1 An employee who served 4 years in same grade shall be considered for promotion to the next higher level purely based on merit and their performance evaluation. No employee shall claim promotion as a matter of right or automatic entitlement.
- 12.2 Training period beyond 24 months and extraordinary leave shall not be considered as active service for promotion

13. Performance Evaluation

- 13.1 Employee shall be evaluated on their performance twice in a calendar year, (at the end of June and December).
- 13.2 The final rating of these two shall be counted for his/her promotion

CHAPTER IV

14. Leave/ Types of Leave

(An employee shall be entitled to the following kinds of leave)

- 14.1 Casual Leave (CL)
14.2 Annual Leave (AL)
14.3 Maternity Leave (ML)
14.4 Paternity Leave (PL)
14.5 Sick Leave/Medical Leave (SL/ML)

15. Casual Leave

- 15.1 An employee shall be entitled to 10 days of casual leave in a calendar year
- 15.2 Temporary employees serving more than six months shall be entitled to casual leave.

15.3 Casual leave, if not availed during the calendar year, shall be added to annual leave of an employee at the end of each calendar year.

15.4 Probationers availing casual leave besides sick leave shall not be entitled to wages for the number of days he/she remained absent.

15.5 Probationers shall not be entitled to casual leave.

15.6 Public holidays or any other government holidays falling in between the casual leave applied for by the employee will also be counted as casual leave.

16. Annual Leave

16.1 An employee shall be entitled to 20 days of annual leave in a calendar year

16.2 A part-time employee who is employed more than six months of continuous employment shall be entitled one-half day per month of service.

16.3 Annual leave does not include a public holiday that falls during the leave period.

16.4 An employee entitled to annual leave shall be entitled to encash a maximum of 50% of their leave entitlement, provided he/she has 20 days of earned leave (as balance) at credit as on 31st December of every completed year.

16.5 An employee shall avail not more than 15 days annual leave at a time unless approved by the RIIT&M.

16.6 In the event an employee is required to forgo his/her annual earned leave with his/her consent, the employee shall be entitled to his/her one month's basic salary in addition with his/her regular salary for that month.

16.7 Number of days of annual leave not availed by an employee can be carried forward for the next 3 subsequent years to his/her credit.

17. Maternity Leave

17.1 A female employee shall be entitled to 2 months maternity leave in addition to other leave on production of a medical certificate duly signed by recognized medical practitioner in Bhutan.

17.2 A female employee shall be entitled to maternity leave with salary subjected to three confinements during the entire service of the employment.

17.3 In the event of miscarriage, a maximum leave of four weeks shall be granted on the production of a medical certificate from a recognized medical practitioner in Bhutan.

18. Paternity Leave

18.1 An employee who works for 12 or more months of continuous employment and whose wife or legal partner gives birth shall be entitled to paternity leave of 5 days.

18.2 A part time male employee shall be entitled to 3 days of paternity leave in the above case.

18.3 An employee shall be entitled to a maximum of three periods of paternity leave in his service with RIIT&M.

19. Medical Leave

19.1 An employee shall be entitled to medical leave on genuineness for a maximum period of 5 days with full salary on production of medical certificate from recognized medical practitioner in Bhutan. This leave can also be accumulated for next 3 years if it is not used.

20. Leave encashment

20.1 An employee shall encash 50% of his/her annual leave to an extent of 30 days at one time in a calendar year, provided he/she has 20 days of earned leave (as balance) at credit as on 31st December of every completed year. He/she shall be paid one month salary in lieu of 30 days, which will be debited to his/her leave account.

20.2 An employee shall be paid one month basic salary as Leave Travel Concession (LTC) for 30 days of annual leave in a calendar year.

20.3 If employee is in probation period shall not be eligible for LTC.

20.4 An employee leaving service shall be entitled to encash annual leave for any number of days at his/her credit.

21. Medical Aid and Expense

21.1 An employee and his/her family shall be provided medical treatment within Bhutan in keeping with facilities afforded to Bhutanese national by the government. Provision of additional facilities, including expenses for treatment outside Bhutan if not met by the Government, shall be at the discretion of the RIIT&M.

22. Transfer and Travel

22.1 An employee who is to be transferred from one destination to another shall be entitled to transport facilities. In case transport facilities are not provided, the employee shall be entitled to one month's salary to meet the transportation charges in case of distance not less than 60 KM.

23. Travel while on official Tour/Seminar/Conference

23.1 If the employer provides transportation facilities to the employee while on official tour, his/her shall have no right to claim for travel expenses.

23.2 If the employee arranges his/her own vehicle, he/she is entitled to Nu. 17 per KM travel provided the genuine record of the mileage traveled is submitted with proper documents.

23.3 The official of grade six and above shall be entitled to travel by air (Economic class) while on duty. While traveling by other modes of transport, the entitlements are as follows:

- a. Grade 6 and above: Air/Train (two tier AC)/actual mileage.
- b. Grade 7 and below: Air (when ever no other mode is available) trains (Three tier AC and actual Bus/Taxi fair.
- c. While on tour in areas where there is no motorable road, employee shall be entitled to get hire charges of potter pony at per government rules.
- d. Subsistence Daily Allowances (DSA) shall be paid as specified in **schedule II** while on official tour.

CHAPTER V

24. Service Benefits

24.1 **Insurance:** An employee shall have to be covered by the Group Insurance scheme of the Royal Insurance Company (RICB). The premium shall be deducted at source every month by the employer.

24.2 **Provident Fund:** An employee shall a member of the Provident Fund Scheme of the RICBL for Private Sector employees of Provident Fund and Pension Schemes of RICBL. Minimum of 6% of the employee's monthly salary shall be deducted and deposited to the individual Provident Fund Account along with the matching contribution from the RIIT & Management. Both employer and employee's contribution with interest shall be paid to the employee who completes regular service minimum of 5 years. Only employee's contribution with interest shall be paid to the employee who resigns before 5 years term.

24.3 **Bonus:** An employee shall be entitle to bonus at the end of each academic year after due observance of individual performance. No individual shall claim it as a matter of right.

24.4 **Advances:** An employee may be entitled to interest free special advances for meeting the following personal expenses on repayment on monthly basis:

- a. Marriages of self or dependent-2 months' salary.
- b. Funeral expenses subject to production of evidence/genuine ground 3-months salary.
- c. Medical ground, 1-5 months salary subjected to degree of health condition.

24.5 **Loans:** An employee who has completed five years service can avail loan up to 70% of the accumulated Provident Fund.

25. Income Tax and Health Contribution

25.1 Deductions on account of tax and health contribution shall be made as per the rates prescribed under the rules and regulations of Royal Government of Bhutan.

CHAPTER VI**26. Service Record**

26.1 A service record book will be maintained showing the details of pay and allowances, increment, revisions from time to time, promotion, transfer, earned leave account, GSLI, Provident Fund and other administrative proceedings by the authorized official of RIIT & Mgt.

27. Code of Conduct

27.1 In the following cases of misconduct an employee shall be liable for punishment, including termination from the service.

- a. Fraud, theft or misuse of Institutes property, sabotage, including RIIT&Mgt's intellectual from the service.
- b. Assault and other serious crime.
- c. Willful insubordination or disobedience of a repeated or serious character.
- d. Habitual irregular attendance.
- e. Sexual harassment of co-workers.
- f. Abandonment of the employee post.
- g. Persistent absence from the workplace without good excuse; or willfully offending the Tsa-Wa-Sum.

27.2 Depending on the nature and severity of any misconduct, an employee may be imposed any of the following penalties:

- a. Reprimand or with hold increment (s)
- b. With hold promotion or demote to lower level/position
- c. Compulsory retirement or termination with or without benefits

28. Procedure for imposing penalties

28.1 While taking a decision on imposing any penalty, the management shall provide the principles of natural justice and afford a full opportunity to the employee to defend him/her self by presenting written and oral evidence. In particulars, the following procedure shall be adhered to:

- a. Charges shall be framed on the basis of allegations on which the inquiry is proposed to be conducted. Such charges shall be communicated in writing to the employee who shall be required to submit a written statement in his/her defense. In the event the employer finds the explanation submitted satisfactory, the charges against the individual shall be dropped.
- b. The management shall, in the course of investigation, consider such documentary evidence and witness that may be relevant or materials to such charges. The employee shall give evidence in person and cross examine the witnesses.
- c. At the conclusion of the inquiry, if the decision is to impose any penalty, the employer shall give a written communication to the employee stating the grounds for the decision.

29. Retrenchment, Resignation and Superannuation

- 29.1 **Retrenchment:** Management shall/will have the right to retrench the employees depending on the needs and viability of the business. The employee(s) identified to be retrenched shall be served with a written notice of at one month and an additional of 7 days for every year of continuous employment to a limit of 42 days in advance or compensate in lieu thereof.
- 29.2 **Resignation:** An employee intending to resign or employer intending to terminate the contract of employment shall serve notice period of minimum of 30 days or payment in lieu of the other party.
- 29.3 **Superannuation Age:** An employee shall be superannuated on completion of 58 year of age. However, the management of RIIT &M may extend the superannuating age of an employee up to a maximum of an additional two years based on physical fitness and other merits of the employee.
- 29.4 **Retirement Benefits:** An employee who retires on superannuation or after completion of 5 years service shall be eligible for receiving Gratuity and other benefits (PF/GIS)
- 29.5 **Retirement Benefits:** An employee who retires on superannuation or after completion of 5 years service shall be eligible for receiving Gratuity, Provident Fund, GIS and Leave balance if any.
- 29.6 **Settlement of Dues:** An employee shall settle all outstanding dues to the employer through adjustment against benefits payable to the employee before gratuity is paid.
- 29.7 Employment of foreign workers shall be in line with the Labour Act.

CHAPTER VII

30. Housing and Furniture:

- 30.1 The employee shall make his/her own arrangement for housing and furniture

- 30.2 In some exceptional case RIIT shall provide a common housing facilities whereby three four employees should stay together
- 30.3 In the event if the housing facilities is provided by the RIIT. The company shall not supply any furniture and moreover the employees should bear the electrical and water bills
- 30.4 The employees who want to occupy the flat arranged by the company alone, he/she should bear 80% of the total rent by themselves
- 30.5** MD/CEO shall be provided free accommodation, transport fuel, maintenance and electricity by the management.

31. Compensation for injury/death

- 31.1 In the event of death, injuries, or illness attributable to the performance of service on behalf of the employer under the terms of this agreement, the employee shall be entitled to compensation the above incidents, as per the Labour Act 2007.
- 31.2 An employee shall have to be covered by the Group insurance Scheme of the RICBL. The premium shall deduct at source every month by the employer.

32. Rigsum Institute of Information Technology & Management.

Service Pat Scale

(Schedule I)

Grade	RIIT PCS	Pay Scale in Nu.
1	EX/ES1	33970-680-44170
2	EX/ES2	28500-570-37050
3	EX/ES3	24090-480-31290
4	P1	18970-380-24670
5	P2	16755-335-21780
6	P3	14690-295-19115
7	P4	13080-260-16980
8	P5	10710-215-13935
9	S1	9855-200-12855
10	S2	8930-180-11630
11	S3	8160-165-10635
12	S4	7240-145-9415
13	S5	6700-135-8725
14	O1	6355-130-8305
15	O2	5970-120-7770
16	O3	5425-110-7075
17	O4	5040-100-6540
GSC I		4790-95-6216
GSC II		4560-95-5910

33. Traveling Allowance

(Schedule II)

Grade	India Metro	Other Places	Within Bhutan
1-3	Actual or LS Nu. 5000.00	Actual ot LS Nu.4000.00	Actual or Loading + Nu. 500 Lumpsum Nu. 1000.00
4-7	Lumpsum Nu.4000.00	Lupmsup Nu. 3000.00	Lumpsum Nu. 800.00
8-11	Lumpsum Nu. 3000.00	Lumpsum Nu. 2000.00	Lumpsum Nu. 500.00
12 & below	Lumpsum Nu. 2000.00	Lumpsum Nu. 1500.00	Lumpsum Nu. 300.00

Note:-

- Actual unless specified means food and lodging excluding all alcohol. Clam should be supported by bills.
- If the claim for actual lodging is not supported by bills, only 50% of the claim in question shall be entertain for reimbursement, justified by the sanctioning authority.
- DSA for seminars be payable only in the case of night halts. No DSA shall be paid for official tour duration of less than (8) hours from the station. However half DSA shall be payable if tour exceed eight (8) hour but less than 24 hours without a night halt.
- Travel within radius of 10 KM from the employee's work station is not entitled for DSA claim

Correspondence Expense

Actual expense on account of official calls, fax, WT message and other communication cost during the official tour and transportation of official materials from one place to another shall be reimbursed on production of bills.