

Chapter – 1: PREAMBLE

1.1 Commencement & Extent

- 1.1.1 These rules shall be called the IT Association of Bhutan Service Rules, (IITABSR)
- 1.1.2 These rules, shall come into effect with retrospective date of appointment of all employees
- 1.1.3 These rules shall apply to all employees of the ITAB other than those officials on temporary or part time service in the ITAB

1.2 Definitions

- ❖ “Salary” means the Basic Pay plus allowances.
- ❖ “Basic Pay” means the time scale approved & enforced for the CAB.
- ❖ “Grade” means the ranking as specified in the ITAB time-scale schedule
- ❖ “Family” include employee’s spouse, children including stepchildren, parents of employee & spouse who are fully dependent on the employee.
- ❖ “Regular Employee” means a person whose service (In relation to any grade) has been confirmed after probationary period.
- ❖ “Probation Period” means the time period of one year or more given to a direct recruit appointed against a substantive vacancy till his/her service with the ITAB is confirmed.
- ❖ “Appointing Authority” means the authority empowered to make appointment to that grade under ITAB Service Rules.
- ❖ “Executive Committee” means, the members collectively acting as the executive body of the ITAB under the chair of CHAIRMANSHIP
- ❖ “General Body” means, the members collectively acting as the constitutional governing body of the ITAB under the chair of CHAIRMANSHIP
- ❖ “CHAIRMAN” is the person elected by the General Body as the head of the Association.
- ❖ “Secretariat’ means the implementing body of the ITAB
- ❖ “Head of the Secretariat” means the General Secretary of the ITAB
- ❖ “Contract Service” means appointment of person/s for a specified period of time
- ❖ “Post Service Benefit” means appropriations & sanction for the welfare of the employees in his/her post service period.

1.3 Power of Amendment

The Executive Committee reserves the right of amending the service rules from time to time as may be justifiably proposed by the Head of the Secretariat.

1.4 Interpretation of Rules

Any question arising out of the interpretation of these rules shall be referred to the Head of the Secretariat. In case of ambiguity, the matter shall be referred to the Executive Committee whose decision shall be final & binding.

Chapter – 2: APPOINTMENT

2.1 Appointing Authority

The appointments to various grades as specified in the time scale schedule in the ITAB service rule shall be made against post created and approved by the Committee as below, subject to fulfilling the criteria laid down:

Grade 6 – 1	by the Executive Committee/President
Up-to Grade 7	Head of the Secretariat

2.2 Qualification for Appointment

- 2.2.1 Person/s possessing prescribed qualification/s, experience and conforming to other requirements laid down by the “Appointing Authority” for the post may be recruited against substantive post/s or temporary vacancies.
- 2.2.2 Eligibility does not entitle any prospective candidate to claim the right of employment.
- 2.2.3 The Appointing Authority has the discretionary powers to decide as to whom to recruit for appointment.
- 2.2.4 Any civil servant desirous to join the Association shall have to resign from his/her parent organization prior to appointment in the Association, and apply with NOC.

2.3 Date of Commencement of Service

The service of an employee shall commence from the date he/she joins the Association.

2.4 Probation

All new recruit employee of the Association shall go through probation period as may be fixed by the appointing authority. The appointing authority will exercise discretionary power to confirm appointment or extend probation period or terminate the service of a probationer as the case may be.

2.5 Disqualification for Appointment

No person shall be qualified for appointment if he/she is of unsound mind or health, and has been convicted of any criminal charges.

Chapter – 3: TRAINING

3.1 Purpose of the Rule

This rule shall enhance the efficiency & capability of employee/s of the Association through appropriate training so that the employee becomes optimally useful for the service of the Association.

3.2 Condition & Formalities for Training

- a. Employee whose nomination for training is confirmed shall sign a written agreement with the management of ITAB incorporating that:
- b. On completion of training he/she shall continue service with the Association for five times the period of training to a maximum of five years unless resigned or terminated.
- c. He/she shall reimburse to the Association the total training expense plus salary in the event if he/she fails to abide the above.

3.3 Pay & Allowance while on Training

- a. Employee sent for training to a maximum of twelve (12) month shall be entitled to his/her full salary every month.
- b. Employees sent for training exceeding twelve (12) months duration shall be entitled to only half of his/her salary every month for the entire duration.

Chapter – 4: PROMOTION

4.1 Promoting Authority

The employee if found capable and competent to discharge his/her duties and responsibilities in such higher post, shall be promoted by the followings:

Grade 6 – 1
Up to Grade 7

by the Executive Committee/President
by Head of the Secretariat

4.2 Time Gap of Promotion

The time gap for Promotion from a grade to the next, depending on his/her grade, shall normally be:

Grade	3	to	2	6 years
Grade	4	to	3	6 years
Grade	5	to	4	6 years
Grade	6	to	5	5 years
Grade	7	to	6	4 years
Grade	8	to	7	4 years
Grade	9	to	8	4 years
Grade	10	to	9	3 years
Grade	11	to	10	3 years
Grade	12	to	11	3 years
Grade	13	to	12	3 years
Grade	14	to	13	3 years
Grade	15	to	14	3 years
Grade	16	to	15	3 years
Grade	17	to	16	3 years

This time gap above does not justify Promotion, but rather has to be equally matched by employee's merit and record. At the same time Promoting authority may promote the employee as exceptional cases without any restriction to this gap in the interest of Association.

Chapter – 5: PAY & ALLOWANCE

5.1 Basic Pay

Each employee of the Association shall normally draw his/her Salary as per the approved 'Time Scales of the Association' in force & revised from time to time which forms the part and parcel of this Service Rule 2005, except in case of those officials on temporary or part time service as the case may be.

5.2 Pay Fixation

The initial pay of an employee shall be fixed at the minimum of the time scale. However, the "Appointing Authority" may fix the initial pay at a higher stage if the

incumbent possesses higher qualification, experience or other reasons that justifies so.

5.3 Annual Increment

- a. Employee appointed in the Association to a time scale of salary between January 2 & June 30 of a year shall draw his/her increment in the scale on July 1 of the succeeding year.
- b. Employee appointed in the Association to a time scale of salary, between July 2 & December 31 of the year shall draw his/her increment on January 1 of the second succeeding year.
- c. Employee appointed on January 1 or July 1 shall draw his/her increment on January 1 or July 1 respectively of the succeeding year.

5.4 Officiating Allowances

The employee directed in writing to officiate in a higher post by the Appointing Authority for a period not less than thirty days (30), shall be entitled to draw officiating allowance calculated in the following manner.

- Difference between his/her pay scale and the pay of the post or grade in which he/she is officiating or Ngultrum five hundred (Nu.500) per month, whichever is less.

5.5 Other Special Allowances

The Head of the Secretariat may be granted other special allowances such as POL for use of own vehicle in the absence of pool vehicle to enhance mobility to a maximum of Nu 5000/pm, B-mobile voucher for accessibility & faster communication to a maximum of Nu 2000/pm and 30% of the basic pay in lieu of accommodation/house rent under specific conditional directives of the President/Executive Committee.

Chapter – 6: LEAVE

6.1 Condition

Leave is always subject to the exigencies of the Association's work. The submission of leave application does not mean that the leave applied for has been sanctioned.

6.2 Type of Leaves

Following kinds of leave shall be admissible to the employees of the Association:

- i. Casual Leave

- a. Ten (10) days casual leave is admissible to an employee during a calendar year and may be availed to a maximum of 5 days at a time.
- b. Weekends and Governments holidays may be prefixed, suffixed or sandwiched to the casual leave.
- c. Casual leave cannot be combined or added to any other leave or joining time.
- d. Temporary employee shall also be eligible for casual leave.
- e. Casual Leave, if not availed during the calendar year may be credited to the earned leave account of the employee.

ii. Earned Leave

- a. An employee shall be eligible for 30 days of earned leave a year computed at the rate of two & half days per completed month of the service.
- b. Maximum earned leave that can be accumulated by an employee shall not exceed sixty (60) days.
- c. An employee desirous to avail earned leave shall do so by serving not less than fifteen (15) days notice of his/her intention.
- d. Employee shall avail not more than 30 days earned leave at a time, unless specifically approved for the extension period by the sanctioning authority under special circumstance.
- e. An employee leaving the service shall be permitted to en-cash earned leave for any number of days at his/her credit.

iii. Maternity Leave

- a. Maternity leave is admissible to female employee (mother to be) only in addition to other leave.
- b. On such occasion the employee will be granted maximum leave of two (2) months with salary subject to three (3) confinements during the entire service of the employee.
- c. In the event of miscarriage, maximum leave of four (4) weeks will be granted on the production of medical certificate.

iv. Paternity Leave

Male employee (father to be) will be granted ten (10) day Paternity Leave for each instance to an extent of three (3) confinements of his wife. The leave

will be granted before delivery for the purpose or after delivery within one week of the delivery date.

v. Medical Leave

Medical Leave may be granted on exceptional ground, on a case-by-case basis to a maximum period of six (6) months with salary.

vi. Extra Ordinary Leave

a. Sanction of Extra Ordinary Leave without pay, shall be at the discretion of the President/Executive Committee only.

b. Employee may be granted EOL to a maximum period of two years during the entire period of his/her service.

vii. Study Leave

Employee pursuing its further studies will be granted study leave without pay to a maximum of two years at the discretion of the President/Executive Committee.

6.3 Leave Encashment

Employee may en-cash his/her earned leave to an extent of 30 days at one time, in a fiscal year, provided he/she has 15 days of earned leave (as balance) at credit after the encashment. He/she shall be paid one month basic pay in lieu of 30 days earned leave en-cashed, which will be debited to his /her leave account.

6.4 Leave Travel Concession (LTC)

Employee shall be entitled to one month's basic pay for each financial (block) year as LTC, subject to a maximum limit of Nu. 8,000.

6.5 Medical Aid & Expense

a. The employee and his/her dependent shall be provided medical treatment within Bhutan at government hospital by the Royal Government. However, medical expenses as appended below shall be entitled:

i. Grade 5 & above: Room/Cabin charges + medication expenses

ii. Grade 6 & below: Medication expenses only.

b. The treatment of employee or his/her dependent when certified not possible within Bhutan shall be referred to the Executive Committee for consideration.

Chapter - 7: TRANSFER & TRAVEL

7.1 Transfer Grant

- a. One month salary shall be paid to an employee on transfer beyond 20 km as transfer grant to a maximum of Nu. 5000 (five thousands)
- b. Actual fare (Air/Train/Taxi/Bus/Porter/etc) as per the entitlement while on official tour.
- c. Freight allowance while on transfer/retirement:
 - i. Grade 6 & above RSTA transportation rate for a TATA TRUCK to carry personal effects.
 - ii. Grade 7 & below RSTA transportation rate for a DCM TRUCK to carry personnel effects
- d. For posting outside Bhutan, the freight ceiling shall be at par with an equivalent grade of the Foreign Service regulations.

7.2 Travel

- a. The official of grade seven (6) 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:

Grade 6 & above: Air/Train (1st class)/actual mileage at DOT approved rate for use of own vehicles)

Grade 7 & below: Air (where ever no other mode is available)/ Train (2nd class)/actual Bus/Taxi fare.
- b. While on tour in areas where there is no motor-able road, employee shall be entitled to get hire charges of animal transport or porter at par with Royal Civil Service Rules.

7.3 Daily Subsistence Allowance (DSA)

Following DSA shall be paid to the employee while on official tour.

Grade	India		Within Bhutan
	Metro Cities	Other place	
1 – 3:	Actual or LS Nu 5000	Actual or LS Nu 4000	Actual or Lodging + Nu 500 Lump-sum Nu 1000/=
4 – 7:	Lump-sum Nu 4000	Lump-sum Nu 3000	Lump-sum Nu 800
8 – 11:	Lump-sum Nu 3000	Lump-sum Nu 2000	Lump-sum Nu 500
12 & below:	Nu 2000	Nu 1500	Nu 300

Note:

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

7.4 Correspondence Expense

Actual expense on account of official calls, fax, W/T messages 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.

7.5 Authority to Approve Tours

Employees shall not proceed on tour unless the tour program is approved by any of the following:

- a. CHAIRMAN
- b. Vice Chairman
- c. General Secretary
- OR
- d. Official authorized by any one of the above

Chapter – 8: CONDUCT AND DISCIPLINE

8.1 Preamble

Every employee shall:

- a. Refrain from unauthorized representation and communication of information that may be detrimental to the smooth and efficient functioning and prestige of the Association.
- b. Abide by the rules & regulations prevalent and by the instruction pertaining to his/her responsibility given to him/her from time to time as per the job-description/specifications.
- c. Strictly follow the normal working hours for the employees of the Association, which shall be from 9 am to 5 pm in summer and 9 am to 4 pm in winter with 1 hour lunch break from Monday to Friday (5 days a week).
- d. Observe government declared holidays for the respective work station at par with the government offices.

8.2 Misconduct

The following cases of misconduct are liable for punishment and termination from service, forfeiting all or some benefits:

- a. Willful insubordination or disobedience, whether alone or in-group to any law-full or reasonable order/s of superior/s.
- b. Involvement in any theft, fraud or misuse of Association's revenue/property.
- c. Taking bribes or illegal gratifications.
- d. Conviction in any court of law for serious criminal offense.
- e. Abusing, assaulting or intimidating fellow workers of the Association or any official of the Association's member offices or other offices of public, private or donor agencies.
- f. Giving false information about oneself at the time of employment.
- g. Any other action, which may be against the interest of the country, the Tsa-Wa-Sum and the Association's functional roles.

The appropriate authority may also place any employee under suspension pending investigation.

8.3 Disciplinary Action

Following cases will invite disciplinary action:

- a. Habitual late attendance;
- b. Absence from duty without prior sanction of leave except under the following reason:
 - Accident; and
 - Sudden serious illness of the employee or his/her family to be supported by a medical report/certificate, to be produced at the time of reporting for duty.
- c. Attending duty under alcoholic/drug influence.

Note: -

The employee will be given a written warning in the first instance. In case he/she repeats the same for the second time, the employee's yearly increment shall be withheld together with promotion if eligible. If an employee repeats the incident for the third time, he/she will be suspended for a period of 30 days. Further repeating of the instance shall warrant termination.

8.4 Suspension & Reinstatement

The appointing authority may place any employee on suspension.

- a. An employee under suspension shall receive subsistence allowance of an amount equal to half of his/her monthly salary for the entire duration of the suspension.
- b. All sort of deduction (except OBA) for whatever purpose shall cease during the suspension period.
- c. On finalization of disciplinary proceeding, if the employee is found innocent and acquitted of all charges, he/she may be reinstated in service with entitlement to receive full salary and other benefits for the entire period of suspension. If on the contrary, the service may be terminated or compulsorily retired with or without benefit.
- d. In the event of the employee's demise during suspension period, administrative case against the employee shall be decided immediately, so that whatever benefits may be equitably decided in his/her favor may be availed by his/her family or legal nominee/s.
- e. Order of suspension shall remain in force unless it is modified or revoked by Authority.

Chapter – 9: RETIREMENT & RETRENCHMENT

9.1 Retirement

- a. Any employee shall retire from service on the day he/she attains sixty (60) years for the grade 4 and above and 58 years for the grade 5 and below.
- b. An employee may, subject to other rules, resign from service after serving not less than thirty (30) days notice in advance. Failing which the employee shall be liable to pay an amount equal to his/her salary for the number of days that falls short of the prescribed period of notice.
- c. An employee who attains the age of superannuation may be granted extension for the befitting year/s by the “Committee” if found necessary.
- d. The employee when retired, retrenched or dismissed from the service is required to settle all outstanding dues to the Association through adjustment against benefits payable to the employee. If the benefits payable do not cover the outstanding, the balance shall be required to be settled in lump-sum.
- e. Any employee during the Probation Period may leave service by serving seven (7) days notice in writing or equivalent Proportion of Salary/Wages in lieu thereof.

9.2 Termination

- a. If at any time, an employee is found to be convicted of a serious crime or offence or was dismissed from earlier service, the Appointing Authority shall without notice terminate the employee from his/her service with the Association. This is also in pursuance to the rule 8.2 (f).

9.3 Retrenchment

- a. The management shall have the right to retrench unproductive employees from time to time in order to strengthen the Association’s capability and increase efficiency or reduce overhead expenses.

Chapter – 10: SERVICE INCENTIVES

10.1 Preamble

The objective of service incentive given to the employee is to provide attractive scheme for the Association's employees, which shall enhance the professionalism and performances of the individual. However as a matter of policy, an employee cannot claim the incentives as a matter of right.

10.2 Vehicle Loan

In view of the government's directive to the Bank to cover eligible private sector for the vehicle loan scheme, the employee whose service in the Association is confirmed shall be entitled to vehicle loan as per the norms of the Bank.

10.3 Provident Fund

- a. The employee of Association shall deduct from his monthly salary 8% of his/her "Basic Pay" as Provident Fund. The Association shall make matching contribution and shall credit to the employee's Provident Fund Account.
- b. The opening of employee's Provident Fund Account and the procedural requirement for withdrawal will be at par with the practice of civil servant.
- c. The employees under deputation, temporary or part time service with the Association will not be eligible for Provident Fund.

10.4 Life Insurance

Employees of the Association shall have access to optional "Life Insurance Policy" (Endowment) under special discount with Royal Insurance Corporation of Bhutan for amount as may be desired. The premium shall be deducted at source (during pay day) every month by the Association. This will however cease to be in effect when the employee is no more in service with the Association.

10.5 Festival Advance

The employee shall be entitled to draw Festival Advance once a year as per the ceiling appended below:

Grade 6-11	Nu. 10,000 or one month salary, which ever is less
Grade 12 & below	Nu. 5,000 or one month salary, which ever is less

This above advance shall be recovered in six (6) continuous installments and deducted at source during the monthly salary disbursement.

10.6 Other Advance

The employees may be granted other advances for:

- a. Treatment of chronic sickness, where financial entitlement does not exist.
- b. Religious ceremony and annual offerings.
- c. Cremation purpose & related ritual performance in the event of demise of the employee's dependent.

Such advance shall be equivalent to three (3) months salary and adjustment flexible to the extent of recovery within one (1) year in continuous installments

Chapter – 11: POST SERVICE BENEFITS

11.1 Preamble

Post Service Benefits is intended to provide twin benefits of accumulated savings with interest of the employee (in case of Provident Fund) on cessation of service and coverage to help his/her family in the event of permanent total disablement in service or death.

11.2 Eligibility

All employees of the Association whose services are regularized are eligible for post service benefit at the time the employee cease to be in the service/employment of the Association other than on those ground specified in chapter 8 section 8.2 and chapter 9 sections 9.2 in pursuance to the conditions for the respective benefits.

11.3 Gratuity

Employee who cease to be in the service/employment of the Association after completion of three years continuous service other than on those ground specified in chapter 8 section 8.2 and chapter 9 sections 9.2 are eligible for gratuity.

The amount of gratuity payable shall not exceed maximum of Nu. 300,000 (three hundred thousand) and shall be determined as per the appended formula:

$$(G= B \times N)$$

While G is gratuity;

B is Basic Pay drawn by the employee on the last day of service; and

N is Number of completed years of service with the Association as of the last day of his/her service (fraction of a year is ignored).

11.4 Provident Fund

Employee who cease to be in the service/employment of the Association after completion of three years continuous service other than on those ground specified in chapter 8 section 8.2 and chapter 9 sections 9.2 are eligible for the employer's contribution to the provident fund.

The accumulated amount of the employee's contribution and the Association's contribution, in pursuance to above clause 11.2, along with accrued interest shall be processed for payment release with the PF custodian.

11.5 Others

Aside from the section 11.3 & 11.4, the employee shall also be entitled to other benefits as outlined in chapter 6 section 6.2 clause (ii) e & chapter 7 sections 7.1

Chapter – 12: SERVICE RECORD

12.1 Service Book

A service history book, as prescribed and forming part of this ITAB SR 2005, shall be maintained for each employee of the Association, showing the details of Pay & Allowance, Increments Revision from time to time, Promotion, Transfer, Earned Leave Account including encashment, LTC payment and other administrative proceedings; by the Authorized Officials of the Association.

12.2 Personal File

The Association shall maintain personal file for each employee housing the service book, copy of all official orders pertaining to the employee, including confidential reports.

Chapter – 13: ADOPTION & ENFORCEMENT

This ITAB SR 2005 is hereby adopted in this 11th Executive Committee Meeting convened on; and approved for enforcement, under the seal of:

CHEN CHEN DORJI
CHAIRMAN

Wangchuk Gyeltsen
Chairman, Finance Committee