

TRCSC Service Rules



Technology Resource Communication & Service Centre

Welfare Tower, Flat # 105, Dimna Road, P.O.: Mango
Jamshedpur, Jharkhand – 831 012, India

TRCSC Service Rules

I. PREFACE

The Service Rules of TRCSC was first developed and adopted on 1st April 2008 and subsequently amended on 1st September 2016. Now this document has been amended in accordance to the mandate and provisions of the existing laws of the land, organizational policies, and approved by the Board of Trustees of TRCSC with effect from 1st April 2024. It depicts the terms of service of all level of employees employed in the Organization.

II. Objectives

The objectives of these Service Rules manual are to ensure transparency in the overall operation and to ensure a healthy employee-employer relationship. It is mandatory for all to strictly follow these Rules within this organization.

III. TITLE

This set of Rules shall be called the TRCSC Service Rules and shall be applicable to all staff working for the Trust – Technology Resource Communication & Service Centre (TRCSC) (herein referred as TRCSC Service Rules).

IV. DEFINITIONS

- a) 'Management' means the Managing Committee and Secretary-cum-Executive Director of the Trust registered under the Indian Trust Registration Act, 1882 in name and style of Technology Resource Communication & Service Centre, having its Registered Office at Welfare Tower, Flat # 105, Dimna Road, P.O.: Mango, Jamshedpur, Jharkhand – 831 012, India.
- b) 'Secretary' means the person to whom the executive powers have been delegated by the Board of Trustees and by virtue of this power he/she acts as the Executive Director.
- c) 'Managing Committee' means the group which includes President, Secretary, Treasurer and any one other Board member.
- d) 'Trust' means Technology Resource Communication & Service Centre, having its Registered Office at Welfare Tower, Flat # 105, Dimna Road, P.O.: Mango, Jamshedpur, Jharkhand – 831 012, India.
- e) 'Staff' means any person engaged by Trust in any work in any capacity, full time/part-time whether skilled or unskilled, technical or clerical, Managerial or Supervisory in any Project/Program for whose service a remuneration is paid periodically.

V. CLASSIFICATION OF STAFF

Core Staff : Core staff shall be the persons who are dedicated to the causes of the Trust and are part of the organizational culture on a long-term basis.

- Regular Staff** : An employee who has successfully completed three to six months (3-6 months) probationary period of employment with the Trust for the position to which he or she has been appointed.
- Temporary Staff** : An employee either full-time or part-time who is appointed to a position on temporary basis for a period of time not more than six (6) months in any one (1) financial year.
- Contractual Staff** : An employee who is employed on contract for a stipulated period of time for any specific work.
- Casual Staff** : An employee who is employed on day-to-day basis for work of casual nature.
- Substitute Staff** : An employee who is engaged in the position of a staff who is temporarily absent.
- Part-time Staff** : An employee who is regularly scheduled to work for a specified period of day on hourly basis.

VI. VOLUNTEER

Volunteer is an individual who works for the Trust or to support any particular program or project activities for no compensation or remuneration of any kind.

VII. EMPLOYMENT

All employment applications are received at the office. The Secretary-cum-Executive Director is responsible for properly selecting and appointing staff. The Trust does not discriminate on the basis of caste, creed, colour, gender, religion, national origin, and disability.

An applicant may be removed from consideration if he or she –

- a. Declines an appointment when offered;
- b. Contact cannot be established by any means;
- c. Has made a false statement of material fact or has omitted material information from his/her employment application/CV;
- d. Does not possess the minimum qualification and experience as required by the job position;
- e. Does not qualify I the assessment process through written examination or verbal interview and/or
- f. Has not attain the minimum age of 18 years or has crossed the upper limit of 60 years.

Common terms of the employment are as below –

- a. Contractual employees shall be entitled only to the benefits specified in writing contract to employment;
- b. A casual staff shall not be entitled to benefits provided to other classes of employees.
- c. A substitute shall not be entitled to benefits provided to other classes of employees.
- d. A Part-time staff is not entitled to the benefits provided to full time staff members.

VIII. SELECTION OF STAFF

Selection for appointment shall be made through written examination and/or verbal interview by the Secretary-cum-Executive Director of the Trust. For this purpose, he/she may form a selection committee with nominated individuals and/or external experts.

IX. APPOINTMENT OF STAFF

All employees are appointed by the Trust for project/program for one (1) financial year or for the project period, whichever is less.

X. PROBATIONARY PERIOD

The probationary period is for the period of three (3) to (6) months. During probationary period an employee is required to demonstrate fitness for the position by actual performance. At the end of the probationary period, performance appraisal will be done before extending his/her service.

XI. SHORT TERM TEMPORARY APPOINTMENT

Such appointment will not be made for more than six (6) months.

XII. FURNISHING CV/BIO-DATA

It shall be mandatory for every staff to furnish in writing his correct and complete CV/Bio-Data along with copies of all relevant testimonials for the purpose of record and also to promptly notify in writing any subsequent changes in the CV/Bio-Data.

XIII. PROOF OF AGE

The management shall verify and record the age of every staff. Any one of the following documents shall be deemed to be satisfactory proof of the age of an employee.

- a. Birth Certificate issued by Municipal Corporation or Gram Panchayat or Registrar of birth and Death.
- b. Matriculation Examination Admit Card/School Leaving Certificate

The age of the staff verified as above and accepted and recorded by the management shall be the sole evidence of the age of the staff for all purposes concerning employment.

XIV. ATTENDANCE

- a. Staff shall sign attendance register on arrival at the office on each working day.
- b. All staff shall report duty punctually at the stipulated time.
- c. Habitual late attendance will be deemed to be a breach of discipline. Three late attendances in a month will render an employee liable to deduction of one-day salary.

XV. EXCLUSIVE SERVICE

No employee shall seek or accept any part-time employment either for financial consideration or otherwise. Staff members may accept a position in an honorary capacity in

a Trust with prior written permission from the Secretary-cum-Executive Director that there is no conflict of interests and the holding of such position does not interfere into their work with the said project/program.

XVI. EXCLUSIVE PROPERTY

All information data, documents and research materials collected by employees while in the service shall be the exclusive property of the Trust and no employee shall have any claim to any such property. Staff desirous of having these materials may get copies with prior approval of the Secretary-cu-Executive Director.

XVII. WORKING HOURS

- a. The office will function from Monday through Saturday except on holidays from 9.30 a.m. to 5.30 p.m. with half hour break for lunch between 02.00 p.m. to 2.30 p.m.
- b. All employees shall be required to attend any emergency or other urgent duties outside their regular hours of work including Sundays and Holidays.

XVIII. HOLIDAYS

A list of Holidays to be observed during the year will be prepared before the end of the preceding calendar year. This list as approved by the Secretary of the Trust will be displayed on the office notice board.

XIX. CONFIDENTIALITY

All employees of the Project / Program including staff trainees shall maintain confidentiality of all information pertaining to the internal and external functioning of the Trust. The divulging of information gained while in service which is likely to harm the good reputation of any individual or project will attract disciplinary action.

XX. CONSULTANCY SERVICES

Consultancy service of any nature or duration requires prior approval from the Secretary-cum-Executive Director. The terms and conditions of such services will be stipulated in a contract / memorandum of understanding on ToR between the Trust and the concerned Institution/individual.

XXI. PAYMENT OF SALARIES/WAGES/REMUNERATION

- a. Salaries will be paid directly only to the bank account of staff.
- b. Permissible deductions from Salaries are –
 - i. Income Tax Payable (TDS) by employees.
 - ii. Any other, as per the law and rules.
- c. Salary is normally paid on the first week of month for the preceding month for which salary is due only after clearance by the Secretary-cum-Executive Director.

XXII. CHANGE OF JOB ASSIGNMENT

In the overall interest of the Trust all staff members are required at any time to assist in any work and to accept any change of job assignment to act according to the needs of the projects/ programs.

Posting and transfer regardless of the post to which staff is initially appointed the management reserves the right to transfer from one project to another, in the same remuneration.

XXIII. CIRCULAR

Organization may policies and rules at any point of time through Office Circular. These circulars will also be displayed in the Notice Board in the Trust offices.

XXIV. CESSATION OF SERVICE

Any employee desirous of leaving the service of the Trust shall submit a letter of resignation to the appointing authority by giving one working months' notice. If convenient to the management resignation can be accepted with immediate effect if the employee deposits salary in lieu of notices or for the short fall therein. Core staff shall have to give 3 months' notice.

The management reserves the right to refuse or to accept the Resignation of the employee against whom disciplinary proceedings are pending, or for breach of contract, or whose service is liable to be terminated for indiscipline.

XXV. SETTLEMENT OF ACCOUNTS

On completion of the service period or in case of resignation or termination, the employee shall settle all outstanding/dues and handover all the documents, files, records, equipment and other property of the Trust which may be currently in his/her custody to the project/program in-charge/Executive Director and shall obtain clearance to that effect. Failure to do so shall entitle the management to recover all such amounts or properties in any manner considered appropriate.

XXVI. MISCONDUCT

The term 'misconduct' shall denote any offense or act of commission or omission on the part of the employee against these services rules or any other regulations and or policies or practices of the Trust. The following acts of omission or commission shall constitute misconduct.

- a) Willful insubordination or disobedience.;
- b) Going on any type of strike or inciting others to strike.;
- c) Theft, fraud, sabotage, dishonesty or impersonation in connection with the work or property of the Trust;
- d) Demanding, accepting or offering bribes in cash or any kind in illegal gratification whatsoever in respect of the activities/goods of the Trust;

- e) Accepting commission in connection with the sale or purchase of goods/property of the Trust;
- f) Habitual late attendance or leaving work place before time;
- g) Habitual unauthorized absence;
- h) Negligence in duty;
- i) Breach of rules and regulations applicable to the project;
- j) Drunkenness, drug addiction or riotous, disorderly and for indecent behavior within the institutional premises.
- k) Assaulting, threatening, abusing or intimidating any other employees of the Trust, conduct likely to cause breach of peace or endanger life and /or safety of others and acts involving moral turpitude;
- l) Misbehaving with anyone within the organization or otherwise, which affect the Trust's goodwill;
- m) Conviction by any court of law for an offense involving moral turpitude;
- n) Gambling within Institution premise;
- o) Undertaking any other employment /trade while in service of the Trust without prior written permission;
- p) Giving false information regarding age, qualifications, experience residential address etc. at the time of initial induction or thereafter;
- q) Tampering the official records or documents;
- r) Making false, malicious or derogatory statements against the Trust or any of its employees;
- s) Malingering, Loitering, idling or wasting time during working hours;
- t) Misusing the manpower and property of the Trust for personal gain or benefit, misappropriation of money;
- u) Causing damage to the property of the Trust;
- v) Refusing to obey an order of transfer; and
- w) Behaviour contrary to the organizational policies.

XXVII. PENALTIES FOR MISCONDUCT

Following is a list of penalties for misconduct.

- a) Suspension without any payment for a period not exceeding seven (7) days;
- b) Recovery from pay of any financial loss caused to the Trust by negligence or breach of orders; and
- c) Dismissal from service with bar on future employment with the Trust.

XXVIII. ENQUIRY

- a) In case of any incident or complaint for misconduct against any employee of this Trust, the Secretary-cum-Executive Director may appoint any body of individuals for investigation of the allegation/s. The investigation shall be completed within seven (7) days and a charge sheet shall be prepared on basis of which final decision shall be taken.

- b) An employee may also be placed under suspension if a case against him in respect to any criminal offense is under investigation.
- c) If after the enquiry, an employee is acquitted of the charges brought against him/her, he/she shall be paid full wages for the period of suspension as if he was on duty.

However, nothing shall prevent the Management from terminating the services of an employee by giving notice, notwithstanding the fact that an enquiry into alleged misconduct of the employee is pending.

XXIX. LEAVE

Leave shall be granted in accordance with the following rules which shall be applicable to all employees of the Trust, except Temporary, Casual, Substitute, and Part-time staff.

- 1) The leave is calculated from 1st April of a year to 31st March of the subsequent year.
- 2) The leave application in the prescribed format shall be submitted to the Project Coordinator / Program Manager / Unit In-charge / Secretary-cum-Executive Director.
- 3) The leave of their subordinates shall be sanctioned by the Project Coordinator / Program Manager / Unit In-charge up to two (2) days. Leave Applications for more than two (2) days shall be forwarded to the Secretary-cum-Executive Director for his/her approval.
- 4) The Project Coordinator / Program Manager / Unit In-charge / Secretary-cum-Executive Director may refuse, revoke, and revise leave of any description if exigencies of the work make it necessary.
- 5) Leave for Project Coordinator, Program Manager, and Unit In-charge shall only be sanctioned by the Secretary-cum-Executive Director.
- 6) Absence from duty without proper sanction will be deemed to be misconduct and will render the employee concerned liable to disciplinary action.
- 7) If any employee is absent without leave for more than 15 consecutive days, he/she shall be deemed to have abandoned service voluntarily without notice.
- 8) Employees confirmed in her/his service shall be entitled to avail Maternity/Paternity Leave with pay for only up to two live children.
- 9) Temporary, Casual, Substitute, and Part-time staff are not eligible for leave of any kind.
- 10) No leave can be en-cashed.
- 11) An employee under suspension will not be eligible for any leave
- 12) A record of all sanctioned leaves shall be maintained in a register prescribed for the purpose.

XXX. TYPES OF LEAVE & DURATION

- a) **Casual Leave (CL)** : 24 days in a financial year
 - It is not an entitlement and cannot be claimed as a right. It is granted by the Project Coordinator / Program Manager / Unit In-charge / Secretary-cum-Executive Director in their sole discretion.

- Casual Leave cannot be carried over from one year to another.
- In the event of unforeseen emergencies or unexpected minor indisposition, the employee should inform the Project Coordinator / Program Manager / Unit In-charge / Secretary-cum-Executive Director either by telephone or in written of his inability to attend office. The prescribed leave application form should be filled in for sanction of the competent authority obtained on resuming duty.

b) Sick Leave (SL)

: 6 days in a financial year

- Employees who are on long terms contract confirmed in service are eligible to sick leave with full pay and allowances up to 6 days in a financial year.
- Sick Leave may be granted even for a day.
- Sick leave for 6 days and above must be supported with medical certificate from a registered medical practitioner.
- In case who avails of prolonged sick leave of seven days or more on production of the required medical certificate from a medical practitioner and will be on leave on loss of pay. He / She will not be permitted to resume duty unless he / she produces a certificate of fitness from a medical practitioner testifying his / her ability to resume normal work.

c) Maternity/Paternity Leave : 180 days / 7 days

- Maternity leave is granted to female employees, up to 180 days during the pregnancy period. The leave can go up to 45 days during the entire service of the employee for cases of abortion or miscarriage.
- Paternity leave is granted for 7 days to male employees for either before or after childbirth.
- Maternity/Paternity leave can be availed for only up to two live children.

d) Leave on Loss of Pay

: Granted on request at Management's sole discretion.

XXXI. USE OF VEHICLE

All staff who are receiving Travelling Allowance or Travel Expenses Reimbursement for field movement shall maintain Log Book in the prescribed format along with the Movement Register at his/her office of duty.

XXXII. Outstation Travelling

For outstation travel, prior approval by the Secretary-cum-Executive Director is mandatory. All the expenses should be incurred as per the pre-approved rate for travel, boarding, and lodging. The original tickets/bills/vouchers should be produced along with a Report for getting reimbursement of the expenses within three (3) days of returning to the base office.

XXXIII. USE OF MOBILE PHONE

All staff who are receiving full or a part of his/her mobile/data recurring expenses for official use should keep the instrument open 24x7, so that post office hours he/she may be contacted in case of official emergency. Failing to do so, disciplinary action may be taken against the staff by this Trust.

XXXIV. AMENDMENT & INTERPRETATIONS

- a) The Borad of Trustees of TRCSC is the sole authority, to amend, modify, or in any other way to alter these rules from time to time.
 - b) The Borad of Trustees of TRCSC reserves the right to amend, modify or supersede any of the rules contained herein and to issue orders or instructions as may be considered expedient and appropriate in specific cases.
 - c) All employees will be provided free access to a copy of these Service Rules at the time of appointment. Any amendment or modification thereto which may be issued from time to time shall be widely circulated in the Trust.
 - d) In the event of any doubt or conflict in the interpretation of these rules, the interpretation given by the Borad of Trustees of TRCSC shall be final.
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