

**SCHEME FOR AVAILING THE SERVICE OF SUPERANNUATED STATUTORY EMPLOYEES ON CONTRACT BASIS**

**1. Title:**

This Scheme shall be called "FIXED TERM EXTENDED SERVICE POLICY" for engaging statutory personnel in case of extreme necessity and urgency to meet statutory requirements.

**2. Scope:**

The scheme provides for engagement of ex-employees of CIL and its subsidiaries/Central Govt./State Govt. who have superannuated from statutory posts on fixed tenure basis in NCL. This scheme is not meant for re-appointment but would be treated as an extended period of service due to exceptional situation to tide over the crisis temporarily in view of acute shortage of statutory category employees causing serious impediment to work or to escape statutory violation.

The Functional Directors of NCL shall approve the engagement of retired statutory personnel under the scheme :-

- a) Where there is a vacancy in the approved Manpower Budget.
- b) In case departmental candidates are not available to fill up the vacant posts & sourcing the side category employee through open recruitment will need long time or the response to open advertisement is not sufficient.

**3. Coverage:**

Initially, this scheme shall cover engagement of Mining Sirdar, Overman, Dy. Surveyor(Mines)/Surveyor(Mines). The Functional Directors shall have the authority to approve for engagement of other designation/category critical & essential ex-employees as may be required from time to time for which separate approval will be required.

**4. Commencement and Periodicity:**

The scheme will come into operation from the date of approval by the Board of Directors of NCL. The scheme will be in operation till such time the Functional Director of NCL, after review, decide to abandon the Scheme in view of the improvement in the position of availability of manpower in statutory / critical categories.

**5. Selection Criterion:**

- (a) **Age Limit:** The upper age limit of the superannuated employee (Statutory and essential category) should not exceed 65 years during the contract period.
- (b) **Duration of the Contract:** The Contract shall be for period of 1 (one) year initially which may be extended once for one year, considering the performance of the candidate engaged and requirement in that category of employees.
- (c) **Others:** The superannuated employee (statutory and essential category) should be physically fit and suitable for employment and should have requisite educational & statutory certificates valid all along during the period of engagement/contract.

**6. Procedure of Engagement:**

The applications will be invited through notification on Website of NCL as well as Circular to Areas/ projects / units for display on the notice board. Eligible applicant can prefer his/her application to The GM (P&IR), NCL in the prescribed format. Eligible/suitable



applicants would be called for the personal interview/screening by a committee, constituted by Director (Personnel). As per the recommendation of the committee, the successful candidates will be engaged after approval of Chairman-Cum-Managing Director.

**7. Offer of Engagement:**

The offer of engagement shall be issued in writing and will clearly specify the tenure of engagement. The selected candidate shall carry a designation of the post selected for with "(Retd)" suffixed to his designation.

**8. Remuneration:**

The selected candidate will be paid a consolidated amount of 50% of wages last drawn i.e. Basic+ DA, for each month of service rendered. The period of absence will be proportionately deducted on pro rata Basis. This will be a consolidate pay. No other allowances shall be payable.

**9. Leave& Holidays & Rest days:**

They will be required to work 6(Six) days in a week which will include working in shift as well and will be entitled to 3 (Three) National holiday (26<sup>th</sup> January, 15<sup>th</sup> August, 2<sup>nd</sup> October) in addition to weekly days of Rest. They will be entitled to leave of 15 days in a calendar year which will include absence from duty on medical ground also. If the candidates join on any day other than 1<sup>st</sup> January, the leave entitlement will be on prorata basis.

In case of engagement on weekly day of rest, compensatory rest will be provided. They will not be engaged on Overtime on working days.

**10. Compensation:**

In case of injury while at work or death arising out of employment, the provisions of Employees Compensation Act, 2010(amended) shall apply. No benefit as provided for regular employees under NCWA, in force, shall attract. However, all the medical expenses for the treatment of injury arising out of and during the course of employment will be borne by the Company & the treatment will be done at the Company's Hospital/Referral Hospital. During the period of said treatment, he will be treated as if he is on duty & will be paid accordingly.

**11. Accommodation:**

They will be provided with bachelor's accommodation by the Company, free of cost. No HRA shall be paid.

**12. Other Condition:**

- (i) the selected candidate is required to give due diligence to his duty & abide by safety norms & protect the property and materials of the company. In case of willful damage or loss to the Company's property, the cost of damage will be recoverable from the payment or by any other lawful means.
- (ii) During the period of engagement if the physical condition of the persons so engaged is not found satisfactory impeding his performance or if otherwise his performance is found unsatisfactory for any reason whatsoever, the Company will be at liberty to terminate the service giving 30 days' notice or payment in





lieu of such notice. The selected candidate may also terminate the contract after giving 1(one) month notice or equivalent amount as being paid to him.

- (iii) A deduction of 3% from the remuneration will be made as security deposit which will be refunded at the end of contract without interest.
- (iv) The selected candidate will not be entitled to any other benefit including PF, Gratuity etc.
- (v) The selected candidate shall not be engaged him/herself with any other business and shall not indulge in any unlawful activities or activities contrary to the interest of the company. In case of reported contravention, the decision of the Competent Authority shall be final and binding. The same shall not be subject to challenge in any court of law.
- (vii) The engagement person has to maintain total discipline and shall abide by the rules/regulations/circulars in force. He/She is expected to behave in a courteous manner with their superiors, colleagues and subordinates.
- (viii) The selected candidate shall not disclose any information vital to company's interest to anybody or supply any documents, materials to any unauthorized person without specific permission by the Controlling Authority.
- (ix) In case of riotous or disorderly behavior in the premises of work or outside with company's officials, his engagement can be terminated forthwith and no compensatory remuneration shall be payable as provided in Clause 12(ii) above.
- (x) The selected candidates shall be required to submit Character Certificate issued by a Gazetted Officer/Company's official.
- (xi) In case at a later state it is revealed that the selected candidate has furnished false information/declaration regarding his/her name, father's/husband's name, date of birth, caste, education/technical qualification, validity of statutory certificates, address etc. their contract shall be liable to be terminated without payment of any compensatory remuneration as provided in Clause 12(ii) above.



11/12/14

Chief Manager(P/MP & R)