

# GENERAL CONDUCT, ETHICS & DISCIPLINARY ACTION

All employees of the IIMA are expected to follow the rules and regulations of the Institute as promulgated and modified from time to time.

## **SPEECHES/ PRESENTATIONS IN PUBLIC SEMINARS/ CONFERENCES**

1. Non-faculty employees are required to seek prior approval from Institute for making speeches and presentations in public seminars and conferences mentioning following details:
  - i. Date and venue of the Seminars/Conferences
  - ii. Purpose and theme of the Seminars/Conferences
  - iii. Brief outline of the proposed presentation/speech
  - iv. Likely audience
  - v. Reason for participation
2. After participation in the seminar, the employee will be required to submit a report on the same.

## **COMMUNICATIONS TO THE MEDIA**

1. The Communication Department of the IIMA will manage all communications with the press, in coordination with Director. Direct interaction with the Press will be handled by the Director. All queries from the media either through their representatives or otherwise should be referred to the General Manager - Communications.
2. An employee will deal directly with media on IIMA related matters, only after proper authorization to do so.
3. The use of internet or any other social media to reveal sensitive information is not allowed.

## **PROTECTION & PROPER USE OF IIMA ASSETS**

1. All employees are expected to be responsible and efficient in their use of IIMA's assets. All assets of the Institute shall be used only for legitimate business purposes.
2. Theft, carelessness, and waste of resources will be viewed seriously.

## **DRUGS/SMOKING/ALCOHOL/WEAPONS**

1. An employee taking drugs/consuming alcohol/smoking in office or found to possess weapons in office will be committing a disciplinary offence, which will be dealt with in accordance with the Institute's Disciplinary Action Procedure.
2. An employee may be, on reasonable suspicion, asked to undergo drug/alcohol testing. Refusal to comply with the directive may result in termination of the employee's services with the Institute.

## **CONDUCT RULES**

### **[DO'S] – EVERY EMPLOYEE SHALL**

1. Maintain absolute integrity at all times.
2. Maintain absolute devotion to duty at all times.
3. Maintain independence and impartiality in the discharge of duties.
4. Maintain a responsible and decent standard of conduct in private life.
5. Render prompt and courteous service to the public.
6. Observe proper decorum on and off the workplace.
7. Promptly report to superiors civil/criminal procedures against him/her, if any, in a Court of Law and the circumstances connected therewith.
8. Keep away from demonstrations organised by political parties.
9. Maintain political neutrality in their official dealings involving the Institute.
10. Avoid habitual indebtedness or insolvency.
11. Act in accordance with Institute policies
12. Mainting courtesy while dealing with the general public

### **[DON'TS] NO EMPLOYEE SHALL**

1. Indulge in acts detrimental to the interest of IIMA.
2. Adopt dilatory tactics in his/her dealings with the public.
3. Practice untouchability.
4. Associate himself/herself with any banned organizations.
5. Join any association or demonstration whose objects or activities are prejudicial to the interest of the sovereignty and integrity of India, public order or morality.
6. Accept lavish or frequent hospitality from any individual, industrial or commercial firms, organizations, etc., having official dealings with him/her.
7. Lend money to or borrow money from or deposit money as a member or agent, with any person, firm or private company with whom he/she is likely to have official dealings.
8. Approach subordinates for standing surety for loans taken from private sources either by him/her, relations, or friends.
9. Appear in public place in a state of intoxication.

10. Indulge in any act of sexual harassment of any kind at workplace.
11. Enter into any private correspondence with Foreign Embassies or Missions/High Commissions.
12. Willful insubordination or disobedience, whether alone or in combination with others to any lawful and reasonable order of a supervisor.
13. Theft, or dishonesty in connection with the Institute's activities or property.
14. Willful damage to or loss of the Institute's goods or property.
15. Taking or giving bribes or any illegal gratification.
16. Habitual late attendance.
17. Habitual breach of any law applicable at the Institute.
18. Habitual negligence or neglect of work.
19. Frequent repetition of any misconduct or omission.
20. Striking work or inciting others to strike work.
21. Contravention of the provisions of any law, or rule having the force of law.
22. Acting in a manner prejudicial to the interests of the Institute.
23. Drunkenness or riotous or disorderly or indecent behaviour in the premises of the Institute or outside such premises where such behavior is related to or connected with the employment.
24. Gambling within the premises of the office or other place of work, where it is prohibited.
25. Smoking within the premises of the Office or other place of work, where it is prohibited.
26. Collection, without the permission of the competent authority, of any money (within the premises of the Institute) except as sanctioned by any law of the land for the time being in force or rules of the Institute.
27. Sleeping while on duty.
28. Commission of any act which amounts to a criminal offence involving moral turpitude.
29. Absence from the employee's appointed place of work without permission or sufficient cause.
30. Commission of any act subversive of discipline or good behavior.
31. Willful and prolonged absence from duty without reasonable cause.
32. Neglect of his/her spouse and family in a manner unbecoming of an employee of the Institute.
33. Failure to maintain a responsible and decent standard of conduct in private life, thereby bringing discredit to the Institute.
34. Having obtained an advance from the Institute for a specific purpose such as building a house, purchase of conveyance, leave travel or for any other declared purpose, but not utilizing the advance for the intended purpose within the period specified and diverting the money for any other use.
35. Any act unbecoming of an employee of the Institute.
36. Assaulting or abusing or insulting any of the officers or employees of the Institute within the premises of office or other place of work or outside.

37. Interference in the work of other employees.
38. Approaching higher authorities direct or through other persons for promotion or any other personal favor or gain except through proper channel.
39. Writing of anonymous or pseudonymous letter criticizing the Management or any other Manager/ employee of the Institute.
40. Spreading false rumors or giving false information or making defamatory statements (written or oral) which tend to bring the Management or its Managers into disrepute.
41. Carrying on money-lending, or any other private business.
42. Willful failure to appear before Medical Board, when called upon to do so.
43. Abetment of or attempt at abetment of any act which amounts to misconduct.

### **EMPLOYEE ARRESTED FOR CRIMINAL OFFENCE**

1. An employee who is arrested on a criminal charge or is detained in pursuance of any process of law, may, if so directed by the competent authority, be considered as being or having been under suspension from the date of his detention, up to such date or during such other period, as the competent authority may direct.
2. Any payment made to such employee shall be subject to adjustment of his/her pay and allowances which shall be made according to the circumstances of the case and in the light of the decision as to whether such period is to be accounted for as the period of duty or leave.
3. Full pay and allowances will be admissible only if the employee:
  - a) is treated as on duty during such period; and
  - b) is acquitted of all blame or satisfies the competent authority in the case of his release from detention or his detention being set aside by the Competent Judiciary Authority, that he/she had not been guilty of improper conduct resulting in his detention.
4. An employee shall be liable to dismissal for any of the other charges if he/she is committed to prison for a criminal offence or is convicted for an offence which in the opinion of the competent authority, either involves gross moral turpitude or has a bearing on any of the affairs of IIMA or on the discharge by the employee of his duties in the IIMA; the decision of the Director in this respect shall be conclusive and binding on the employee.
5. Where the absence of an employee from duty without leave or his overstay is due to his having been arrested on criminal charges or due to his having been detained in pursuance of any process of law, the employee shall be treated as having absented himself/herself without leave or, as the case may be, overstayed, otherwise than under circumstances beyond his control

### **SEXUAL HARASSMENT**

The Institute has set up an Internal Committee known as the Committee for Managing Gender Issues (CMGI) in accordance with the Act and related rules and regulations applicable to higher educational and technical institutions. The objective of CMGI goes beyond what is mandated by the Act and rules: CMGI is not only confined to dealing with complaints of Sexual Harassment towards women but also towards members of other genders and to work for creating awareness, sensitization, counselling, and educating about gender issues.

The CMGI Policy will be followed in conjunction with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (14 of 2013) and other relevant guidelines.

## 1. OBJECTIVES OF CMGI

- a) Creating a campus free from discrimination, harassment, retaliation or sexual assault at all levels;
- b) Proactively move to curb all forms of sexual harassment of employees and students;
- c) Create awareness about what constitutes sexual harassment including hostile environment harassment and quid pro quo harassment;
- d) Organize gender sensitization programmes and workshops for the faculty, Managers, functionaries associated with IIMA, and students, to ensure knowledge and awareness of the rights, entitlements and responsibilities enshrined in the Act, Rules, Regulations, and under this Policy;
- e) Act decisively against all gender based harassment perpetrated against employees and students primarily women employees and students and with the recognition that some male students and students of the third gender are vulnerable to many forms of sexual harassment and humiliation and exploitation and thus extend services to them as well;
- f) Be responsible to initiate all proceedings as required by law to punish those guilty of sexual harassment within IIMA Campus.

## 2. DEFINITIONS (FOR THE PURPOSE OF CMGI)

In these regulations, unless the context otherwise requires:

- a) “Complainant” means in relation to the campus, a woman of any age whether employed or not who alleges to have been subjected to any act of sexual harassment by the respondent. For avoidance of any doubt, Complainant also includes genders other than women. All Sexual Harassment complaints of genders other than women will be dealt with in accordance with clause 6 of the Policy.
- b) ‘Act’ means the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (14 of 2013).
- c) “Campus” means the physical location of the Indian Institute of Management Ahmedabad (IIMA) and its related institutional facilities like libraries, laboratories, lecture halls, residences, halls, toilets, student centres, hostels, dining halls, stadiums, parking areas, parks-like settings and other amenities like health centres, canteens, Bank counters, Post Office, milk booth etc., visited by the students, workers and employees. Campus also includes extended campus and covers within its scope places visited by the students and employees of the IIMA including transportation provided for the purpose of commuting to and from the institution, the locations outside the institution on field trips, internships, study tours, excursions, short-term placements, places used for camps, cultural festivals, sports meets, participating in meetings and conferences, and such other activities.

- d) “Covered Individuals” are persons who have engaged in protected activity (defined in clause f) such as filing a sexual harassment charge, or who are closely associated with an individual who has engaged in protected activity and such person can be an employee or a fellow student or guardian of the offended person;
- e) “Employee” means a person employed at a workplace for any work on regular, temporary, ad hoc or daily wage basis, either directly or through an agent, including a contractor, with or, without the knowledge of the principal employer, whether for remuneration or not, or working on a voluntary basis or otherwise, whether the terms of employment are express or implied and includes a co-worker, a contract worker, probationer, trainee, apprentice or called by any other such name; employee also includes, for the purpose of this Policy trainee, apprentice (or called by any other name), interns, volunteers, teaching assistants, research assistants, whether employed or not, including those involved in field studies, projects, short-visits and camps;
- f) “Protected Activity” includes reasonable opposition to a practice believed to violate sexual harassment laws on behalf of oneself or others such as participation in sexual harassment proceedings, cooperating with an internal investigation or alleged sexual harassment practices or acting as a witness in an investigation by an outside agency or in litigation;
- g) “Sexual Harassment” means:
  - (i) “An unwanted conduct with sexual undertones if it occurs or which is persistent and which demeans, humiliates or creates a hostile and intimidating environment or is calculated to induce submission by actual or threatened adverse consequences and includes any one or more or all of the following unwelcome acts or behavior (whether directly or by implication), namely:
    - (a) any unwelcome physical, verbal or non-verbal conduct of sexual nature;
    - (b) demand or request for sexual favours;
    - (c) making sexually coloured remarks
    - (d) physical contact and advances: or
    - (e) showing pornography.
  - (ii) any one (or more than one or all) of the following circumstances, if it occurs or is present in relation or connected with any behavior that has explicit or implicit sexual undertones:
    - (a) implied or explicit promise of preferential treatment as quid pro quo for sexual favours;
    - (b) implied or explicit threat of detrimental treatment in the conduct of work;
    - (c) implied or explicit threat about present or future status of the person concerned;
    - (d) creating an intimidating offensive or hostile learning environment;

- (e) humiliating treatment likely to affect the health, safety dignity or physical integrity of the person concerned;
- (h) “Student” means a person duly admitted and pursuing a programme of study either through regular mode or distance mode, including short-term training programmes at IIMA;

Provided that a student of other institute/university/college who comes to IIMA as a participant of any programme, academic or cultural event or on a personal visit, shall be treated as a student of IIMA for the purposes of this Policy.

- (i) “Third Party Harassment” refers to a situation where sexual harassment occurs as a result of an act or omission by any third party or outsider, who is not an employee or a student of IIMA, but a visitor to IIMA in some other capacity or for some other purpose or reason;
- (j) “Victimization” means any unfavourable treatment meted out to a person with an implicit or explicit intention to obtain sexual favour;
- (k) “Workplace” means the campus of IIMA including:
  - (a) Any department, organization, undertaking, establishment, enterprise, institution, office, branch or unit which is established, owned, controlled or wholly or substantially financed by funds provided directly or indirectly by IIMA;
  - (b) Any sports facility, stadium, sports complex or competition or games venue, whether residential or not used for training, sports or other activities relating thereof in IIMA;
  - (c) Any place visited by the employee or student arising out of or during the course of employment or study, cultural or any field trips organized by IIMA community including transportation provided for undertaking such journey.

### 3. CONSTITUTION OF CMGI

1. The Committee for Managing Gender Issues (CMGI) functions as the Internal Complaints Committee or Internal Committee (ICC or IC) of the IIMA. The composition of CMGI shall be as follows:
  - a) A Chairperson who shall be a tenured woman faculty member at the IIMA, nominated by the Director;
 

Provided that in case a tenured woman faculty is not available, the Chairperson shall be nominated from other offices or administrative units of the workplace referred to in sub-section 2(k):
  - b) Two faculty members and two non-teaching employees, preferably committed to the cause of women or who have had experience in social work or have legal knowledge, nominated by the Director;
  - c) Three students (at least one of whom is female), who shall be enrolled in long duration programs, selected through transparent procedure.



- d) One member from amongst non-government organizations or associations committed to the cause of women or a person familiar with the issues relating to sexual harassment, nominated by the Director IIMA;
- 2. At least one-half of the total members of the ICC shall be women.
- 3. Persons in senior administrative positions at IIMA, such as Director, Deans, Program Directors, etc., shall not be members of the CMGI in order to ensure autonomy of their functioning.
- 4. The member appointed from amongst the non-governmental organizations or associations shall be paid such fees or allowances for holding the proceedings of the CMGI, by the Director, IIMA as may be prescribed.
- 5. The term of office of the members of the CMGI shall be for a period of three years.
- 6. To the extent feasible, the outgoing Chairperson of the CMGI continues as a member for up to a year with the new Chairperson to ensure proper functioning of the committee.
- 7. Where the Chairperson or any member of the CMGI:
  - a) Contravenes the provisions of section 16 of the Act or goes against any of the substantive obligations under the CMGI Policy; or
  - b) has been convicted for an offence or an inquiry into an offence under any law for the time being in force is pending against him; or
  - c) has been found guilty in any disciplinary proceedings or a disciplinary proceeding is pending against them; or
  - d) has so abused their position as to render their continuance in office prejudicial to the public interest,

such Chairperson or Member, as the case may be, shall be removed from the Committee and the vacancy so created or any casual vacancy shall be filled by fresh nomination in accordance with the provisions of this section.”

#### **4. RESPONSIBILITY OF CMGI**

The Committee for Managing Gender Issues shall:

- a) provide assistance if an employee or a student chooses to file a complaint with the police;
- b) provide mechanisms of dispute redressal and dialogue to anticipate and address Sexual Harassment issues through just and fair conciliation without undermining complainant’s rights, and minimize the need for purely positive approaches that lead to further resentment, alienation or violence;
- c) protect the safety of the complainant by not divulging the person’s identity and provide the mandatory relief by way of sanctioned leave or relaxation of attendance requirement or transfer to another department or supervisor as required during the pendency of the complaint, or also provide for the transfer of the offender;
- d) Strive to ensure that victims or witnesses are not victimized or discriminated against while dealing with complaints of sexual harassment; and



- e) Strive to ensure prohibition of retaliation or adverse action against a covered individual because the employee or the student is engaged in protected activity.

## **5. THE PROCESS FOR MAKING A COMPLAINT**

1. The CMGI shall comply with the procedure prescribed in CMGI Policy and the Act, for making a complaint and inquiring into the complaint in a time bound manner. An aggrieved person is required to submit a written complaint to the ICC within three months from the date of the incident and in case of a series of incidents within a period of three months from the date of the last incident.
2. Provided that where such complaint cannot be made in writing, the Chairperson or any Member of the CMGI shall render all reasonable assistance to the person for making the complaint in writing.
3. Provided further that the CMGI may, for the reasons to be accorded in writing, extend the time limit not exceeding three months, if it is satisfied that the circumstances were such which prevented the person from filing a complaint within the said period.
4. Friends, Relatives, Colleagues, Co-students, Psychologist, or any other associate of the victim may file the complaint in situations where the aggrieved person is unable to make a complaint on account of physical or mental incapacity or death.

## **6. SEXUAL HARASSMENT FACED BY MEN AND GENDERS OTHER THAN WOMEN**

In case of Sexual Harassment faced by a person of any gender other than woman, the complaint may be filed with CMGI. The CMGI after prima facie examining the issue, will take up cases filed by genders other than women relating to Sexual Harassment, if it observes a clear pattern of Sexual Harassment in the case.

## **7. CONCILIATION**

Prior to initiating an inquiry, the CMGI may, at the written request of the Complainant take steps to settle the matter between the Complainant and the Respondent through conciliation.

- a) Conciliation is only a choice of the Complainant.
- b) Conciliation shall not be forced or done by fraud, coercion or undue influence on either the Complainant or Respondent.
- c) Any settlement brought about must be mutually acceptable to both, the Complainant and the Respondent.
- d) Monetary settlement cannot be made the basis of such conciliation.
- e) In case a settlement has been arrived at, the CMGI shall record it and forward it to the management of IIMA to take action as specified in the recommendation of the CMGI.
- f) The CMGI will also provide copies of the settlement as recorded to the Complainant and the Respondent.
- g) If settlement has been reached, the CMGI will not be required to conduct any further inquiry.
- h) If Complainant feels that the terms of settlement are not being complied with by the Respondent or action has not been taken by IIMA, Complainant can make a written request to the CMGI to conduct an inquiry into the complaint.

## 8. THE PROCESS FOR CONDUCTING INQUIRY

1. On receipt of the complaint, the Chairperson/Presiding Manager of CMGI shall form a sub-committee which will conduct inquiries, hearing and take action on the complaint received.
2. The CMGI sub-committee shall, upon receipt of the complaint, send one copy of the complaint to the respondent within a period of seven days of such receipt.
3. Upon receipt of the copy of the complaint, the respondent shall file his or her reply to the complaint along with the list of documents and names and addresses of witnesses within a period of ten days.
4. The inquiry has to be completed within a period of ninety days from the receipt of the complaint. The inquiry report, with recommendations, if any, has to be submitted within ten days from the completion of the inquiry to the Director of IIMA. Copy of the findings or recommendations shall also be served on both parties to the complaint.
5. The Director of IIMA shall act on the recommendations of the committee within a period of thirty days from the receipt of the inquiry report, unless an appeal against the findings is filed within that time by either party.
6. An appeal against the findings or / recommendations of the ICC may be filed by the either party before the Executive Authority of the HEI within a period of thirty days from the date of the recommendations
7. If the Director of IIMA decides not to act as per the recommendations of the CMGI, then it shall record written reasons for the same and convey to the CMGI and both the parties to the proceedings. If the Director decides to act as per the recommendations of the CMGI, then a show cause notice, answerable within ten days, shall be served on the party against whom action is decided to be taken. The Director of IIMA shall proceed only after considering the reply or hearing the aggrieved person.
8. The identities of the aggrieved party or victim or the witness or the offender shall not be made public or kept in the public domain.

## 9. INTERIM REDRESSAL

When the CMGI prima facie believe, depending of severity of particular case, there is a requirement to act upon to protect the complainant, the CMGI may recommend and the IIMA may:

- a) transfer the complainant or the respondent to another section or department to minimize the risks involved in contact or interaction, if such a recommendation is made by the CMGI;
- b) grant leave to the aggrieved with full protection of status and benefits for a period up to three months;
- c) restrain the respondent from reporting on or evaluating the work or performance or tests or examinations of the complainant;
- d) ensure that offenders are warned to keep a distance from the aggrieved, and wherever necessary, if there is a definite threat, restrain their entry into the campus;
- e) take strict measures to provide a conducive environment of safety and protection to the complainant against retaliation and victimization as a consequence of making a complaint of sexual harassment.

## 10. PUNISHMENT AND COMPENSATION

- (1) Anyone found guilty of sexual harassment shall be punished in accordance with the service rules of IIMA, if the offender is an employee. The CMGI may recommend:
  - (a) a written apology
  - (b) a letter of warning
  - (c) removal and/or disbarment from holding an administrative position
  - (d) withholding the promotion
  - (e) compulsory retirement
  - (f) withholding of pay rise or increments
  - (g) immediate transfer or suspension without pay
  - (h) suspension from service for a limited period
  - (i) termination from service
  - (j) undergoing a counselling session
  - (k) carrying out community service
  - (l) deduction from the salary or wages of the employee, such sum as CMGI may consider appropriate to be paid to the Complainant or to his / her legal heirs as compensation. In case IIMA is unable to make deductions from the salary of the employee due to his / her being absent from duty or cessation of employment, it may direct them to pay such sum to the Complainant. In case they fail to pay the sum, CMGI may forward the order for recovery of the sum as an arrear of land revenue to the concerned district officer.
- (2) Where the respondent is a student, depending upon the severity of the offence, the CMGI may recommend:
  - (a) a written apology
  - (b) a letter of warning
  - (c) removal and/or disbarment from holding an administrative position
  - (d) withhold privileges of the student such as access to the library, auditoria, halls of residence, transportation, scholarships, allowances and identity card;
  - (e) suspend or restrict entry into the campus for a specific period;
  - (f) award reformatory punishments like mandatory counseling and, or, performance of community services.
  - (g) expel and strike off name from the rolls of the institution, including denial of readmission, if the offence so warrants;
- (3) Where the respondent is a third party, depending on the severity of the offence, the CMGI may recommend:
  - (a) warning, reprimand or censure
  - (b) a letter of warning to the respondent

- (c) a letter communicating their misconduct to his / her place of education, employment or residence
  - (d) withhold privileges of the third party such as access to the library, auditoria, halls of residence, transportation, scholarships, allowances and identity card;
  - (e) suspend or restrict entry into the campus for a specific period; and / or a bar on appearing for the entrance examination / interview to any program of study offered by IIMA
  - (f) cancellation of contract with IIMA;
- (4) In case that the CMGI determines that the aggrieved person is entitled to the payment of compensation, the IIMA shall issue direction for payment of the compensation recommended by the CMGI and accepted by the Director of IIMA, which shall be recovered from the offender. The compensation payable shall be determined on the basis of:
- (a) mental trauma, pain, suffering and distress caused to the aggrieved person;
  - (b) the loss of career opportunity due to the incident of sexual harassment;
  - (c) the medical expenses incurred by the victim for physical, psychiatric treatment;
  - (d) the income and status of the alleged perpetrator and victim; and
  - (e) the feasibility of such payment in lump sum or in installments;

## 11. ACTION AGAINST FRIVOLOUS COMPLAINT

To ensure that the provisions for the protection of employees and students, and others from sexual harassment do not get misused, CMGI takes false, mischievous or malicious complaints seriously. If the CMGI concludes that the allegations made were false, mischievous or malicious or the complaint was made knowing it to be untrue, or forged or misleading information has been provided during the inquiry, the complainant shall be liable to be punished as per the provisions in this Policy Section 10 sub-regulation (1) if the complainant happens to be an employee and as per sub-regulation (2) of the regulation, if the complainant happens to be a student. However, the mere inability to substantiate a complaint or provide adequate proof will not attract attention against the complainant. Malicious intent on the part of the complainant shall not be established without an inquiry, in accordance with the procedure prescribed, conducted before any action is recommended.

## 12. CONFIDENTIALITY

- a) All concerns and reporting can be expressed or made without any fear of retaliation. It shall be the duty of all persons and authorities designated to ensure that the complaints lodged with CMGI remains confidential. After the initiation of an enquiry, confidentiality of proceedings shall be maintained so far as is possible.
- b) The name and identity of the Complainant or the Respondent or Witnesses shall not be revealed to the press / media or any other persons whilst reporting of any proceedings, case, order or Judgment.
- c) The contents of the complaint, the identity and contact details of the Complainant, respondent and witnesses and any information related to conciliation, inquiry

proceedings, recommendations of the CMGI and the action taken by IIMA shall not be published, communicated or made known to the public, press and media in any manner and will be revealed strictly on a need-to-know basis. All discussions / decisions must be documented and retained by the CMGI and must be kept confidential. The above may also include suspension pending inquiry. Appropriate information will be shared with Government authorities as per the Act.

- d) However, information may be disseminated regarding the justice secured to any victim without disclosing the name, address, identity or any other particulars calculated to lead to the identification of the Complainant and witnesses.
- e) If any person (including witnesses) breaches confidentiality, the CMGI reserves the right to initiate proceedings against them and suggest punishments as outlined in Section 10.

### 13. PROTECTION AGAINST VICTIMIZATION

IIMA will not accept, support or tolerate retaliation in any form against any employee / student who, acting in good faith, reports suspected misconduct, asks questions or raises concerns. Any person who engages in such retaliation directly or indirectly, or encourages others to do so, may be subject to appropriate disciplinary action. While dealing with any complaint of Sexual Harassment, CMGI shall ensure that the Complainant or the witness are not victimized or discriminated against by the Respondent.

In case of any victimization, the CMGI reserves the right to initiate proceedings for the same and suggest punishments as outlined in Section 10. Additionally, the CMGI may do the following:

- a) Issue a restraint order to warn the Respondent(s) that any attempt on his / her part or by person(s) acting on his / her behalf, to contact, or influence, or intimidate, or exert pressure on the Complainant/witness or any person in the Complainant's/ witness's confidence may prove prejudicial to his / her case. CMGI may issue a verbal and written warning that such behaviour may lead to an adverse inference (i.e. a contrary / negative view) being drawn against him / her. The Complainant or any other person should intimate in writing to CMGI of any violation of the order of restraint by the Respondent(s), or any persons acting on his / her behalf. CMGI shall consider all violations of the restraint order when determining the nature of offence of a Respondent found guilty of Sexual Harassment.
- b) If the Complainant / witness is a student and the Respondent(s) is a teacher, during the inquiry and post-inquiry (if teacher is found guilty), the Respondent(s) shall not supervise any academic activity of the student, including but not limited to, evaluation and examination, re-examination, and supervision of research.
- c) If Complainant / witnesses and the Respondent(s) are members of the academic and / or non-teaching staff of IIMA, during inquiry and post inquiry (if Respondent is found guilty), the Respondent shall not write the Annual Performance Reports of the Complainant, if he / she is otherwise so authorized.
- d) If the Respondent(s) is a resident / service provider, during the duration of the inquiry and even after such inquiry if the Respondent is found guilty, the order of restraint issued in accordance with the procedures shall be in force at all times.

#### **14. WHERE SEXUAL HARASSMENT AMOUNTS TO CRIMINAL OFFENCE**

- a) Where Sexual Harassment amounts to a specific offence under the Indian Penal Code, 1860 or under any other law, it shall be the duty of CMGI to immediately inform the Complainant of his / her right to initiate action in accordance with law with the appropriate authority, and to give necessary assistance regarding the same.
- b) The provisions of this Policy shall not restrict the powers of IIMA or Complainant to proceed against the Respondent for any other misconduct, or pursue criminal or civil remedies, whether or not connected with the misconduct within the purview of this Policy.
- c) The proceedings under this Policy shall not, in any way, be affected by any other proceedings against the Respondent preferred by the Complainant under any other provision of civil or criminal law, except to the extent specifically ordered by a court of law. Any such action or proceedings initiated shall be in addition to proceedings initiated and / or any action taken under this Policy.

#### **15. RESPONSIBILITIES OF IIMA**

- a) IIMA shall provide legal, medical and counseling assistance to those complainants who have to take legal recourse to the best of its abilities and any recommendations for the same must have the approval of the Director.
- b) Place a copy of this Policy on the internal website of IIMA or such prominent places as a continual reminder to the employees (including teaching and non-teaching staff) and students of the IIMA's Policy on Sexual Harassment.
- c) Sensitizing the employees (including teaching and non-teaching staff) and students and provide training related to Sexual Harassment issues.
- d) Encouraging women employees of IIMA (including teaching and non-teaching staff) and students to raise their concerns and issues on Sexual Harassment in the workplace at appropriate forum for affirmative discussion from time to time.
- e) In case the management of IIMA receives a complaint, it shall forward such complaint to CMGI for redressal.
- f) IIMA shall maintain full confidentiality with respect to the complaints.
- g) IIMA shall extend all necessary assistance for ensuring full, effective and speedy implementation of this Policy.
- h) IIMA shall strive to create a safe workplace and provide support to CMGI for its effective and unbiased functioning.
- i) IIMA shall forward to the District Officer, the Annual Report of CMGI.

#### **16. WHAT IIMA EXPECTS FROM YOU**

- a) Help IIMA provide a safe and respectful environment for all and have shared responsibility of creating the same.
- b) Speak up if you come across Sexual Harassment. Be aware that IIMA will take allegations seriously and will ask for co-operation in an inquiry if you bring a complaint forward.



- c) Provide support during any inquiry of a complaint, including testifying as witness and giving full and truthful disclosure of all factual information when asked by CMGI, while ensuring that complete confidentiality is maintained, throughout, about any case of Sexual Harassment within the organization.
- d) Set an example of dignified workplace behaviour and ethical standards in line with IIMA's values.
- e) Handle information related to known or suspected violations of this Policy in a discreet and confidential manner and not attempt to investigate / inquire into the information or suspected violations of this Policy on your own i.e. without involving CMGI.

## 17. HOW TO RESPOND

- a) Sexual Harassment is unlikely to stop until confronted.
- b) IIMA supports and encourages all members of the community who believe they are being sexually harassed to take steps to end the Sexual Harassment.
- c) Keep records of any verbal or written communication you have with the harasser.
- d) Talk to or email any member of CMGI.
- e) Filing of a complaint will not adversely affect career / grades / academic status.

## 18. AMENDMENT TO THE POLICY

IIMA reserves the right to amend the Policy from time to time in order to comply with any laws / rules / regulations that come into effect from time to time, related to Sexual Harassment at workplace.

## RULES ON DISCIPLINARY ACTION

### CLASSIFICATION OF EMPLOYEES

Employee shall be classified as Permanent, Probationers, Tenure Based Scaled Contract, Temporary, Part-time, Casual and Associate (such as AA, RA) etc.

1. **Permanent Employee:** means employee who has been confirmed in his post and has received a letter of confirmation from the Chief Administrative Officer or by the person authorised in this behalf by the Director after satisfactory completion of probation period of service with the Institute and whose name has been entered in the muster and who has been given an identity card.
2. **Probationer Employee:** means an employee who is provisionally employed on a trial basis to be considered for permanent vacancy or post and has not completed probationary period fixed for him in that behalf and who has not received a letter of confirmation in service from the Chief Administrative Officer or a person authorised in this behalf by the Director. The probationary period will be such as may be determined, and on expiry of the stipulated period of probation, the employee shall be deemed to continue on probation as a probationer. The Probationer shall be governed by the terms of his employment and by rules or orders expressly governing probationers. It is hereby expressly provided that benefit conferred under these regulations or any other rules framed by the Institute shall not apply to the probationer



unless otherwise expressly specified. Rules as regards hours of work and other regulations applicable for the discharge of his/her duty, shall, however, apply to the probationer.

3. **Tenure Based Scaled Contract Employee:** means an employee employed for a fixed tenure on the pay scale applicable in the Institute. Tenure period will be such as may be determined by the Institute. The Tenure Based Scaled Contract employee shall be governed by the terms of his employment and by rules or orders expressly governing them. It is hereby expressly provided that all benefits conferred under these regulations or any other rules framed by the Institute shall apply to the Tenure Based Scaled Contract employee unless explicitly specified.
4. **Temporary employee:** means an employee who is appointed for a limited period for work which is essentially temporary or seasonal or a person who is employed temporarily as an additional employee to assist in a temporary increase in work. Period of temporary employment of temporary workmen may be extended from time to time at the discretion of the Director depending upon exigencies of work. However, the total duration will not be more than two years, and at a time, the duration will not be more than one year. It is hereby expressly provided that benefit of leave or provident fund or any other benefits conferred under these regulations or any other Rules framed by the Institute shall not apply to temporary workmen, unless otherwise expressly specified. Regulations as regards hours of work and other Regulations applicable for the discharge of his duties shall however, apply to him.
5. **Part-time employee:** means an employee who has been employed to work for only part of the day or during the hours other than those fixed for employees in general.
6. **Trainee** means an employee other than a person who is appointed under the Apprentices Act, 1961 and Apprentices (Amendment) Act, 1985, at the Institute with or without any allowances to learn a job and who is not a probationary or contract or temporary employee.
7. **Apprentice:** means a person who is appointed as an Apprentice under the Apprentices Act, 1961 and Apprentices (Amendment) Act, 1985, and it also includes one who is employed with or without any allowance to learn a job and who is not a probationer or temporary staff.
8. **Outsourced Employee:** means an employee hired through an outsourcing agency / contractor providing manpower services to the Institute. The employees of the contractor, who has agreement with the Institute for providing services e.g. Security, House Keeping etc., will not be considered as outsourced employee.
8. **Academic Associate:** means a person appointed to support the faculty in their varied academic activities. The appointment is maximum for five years on a contract with fixed pay. The Academic Associate is not entitled to any of the benefits and privileges of a permanent employee. They are governed by the terms of his employment and by rules or orders expressly governing them. It is hereby expressly provided that benefits conferred under these regulations or any other rules framed by the Institute shall not apply to them unless explicitly specified. Rules as regards hours of work and other regulations applicable for discharge of his/her duty, shall, however, apply to them.
9. **Research Assistant/Associate:** means a person appointed to assist the faculty in individual and group research, case writing, etc. They are not entitled to any of the benefits and privileges of a permanent employee. They are governed by the terms of his employment and by rules or orders expressly governing them. It is hereby expressly provided that benefit conferred

under these regulations or any other rules framed by the Institute shall not apply to them unless explicitly specified. Rules as regards hours of work and other regulations applicable for discharge of his/her duty, shall, however, apply to them.

If a permanent employee is employed as a probationer to new or higher post, he/she may, at any time, during the probationary period, be reverted to his original permanent post by an order in writing signed by the Director/Chief Administrative Officer or by any person authorised in this behalf.

The authority which appoints a member of the faculty and staff of the Institute, hereinafter referred to as 'employee' or person, may suspend, discharge, dismiss, or award any for the misconduct or for breach of the terms and conditions of his/her appointment.

### **PENALTIES:**

Notwithstanding anything contained in any other regulation, and without prejudice to such action to which an employee may become liable under any other regulation or law for the time being in force, the following penalties may (for good and sufficient reasons and as hereinafter provided) be imposed on any employee of the Institute.

#### **MINOR PENALTIES:**

1. censure;
2. withholding of his promotion;
3. recovery from; his pay of the whole or part of any pecuniary loss caused by him to the Institute by negligence or breach of orders;
  - a) Reduction to a lower stage in the time scale of pay for a period not exceeding 3years without cumulative effect and not adversely affecting his pension.
  - b) Withholding of increments of pay.

#### **MAJOR PENALTIES:**

1. As provided for in Regulation 3(a) above, reduction to a lower stage in the time scale of pay for a specified period, with further directions as to whether or not the employee of the Institute will earn increments of pay during the period of such Reduction and whether on the expiry of such period, the reduction will or will not have the effect of postponing the future increments of his pay;
2. reduction to a lower time-scale of pay or post which shall ordinarily be a bar to the promotion of the employee to the time-scale of pay or post from which he was reduced, with or without further directions regarding conditions of restoration to the post from which the employee of the Institute was reduced and his seniority and pay on such Restoration to that post;
3. (compulsory) retirement;
4. removal from service which shall not be disqualification for future employment under the Institute;

5. dismissal from service which shall ordinarily be a disqualification for future employment under the Institute

The following shall not constitute a penalty within the meaning of this regulation.

1. Discharge of an employee for failure to pass any examination or test or a medical test prescribed for fresh appointment to any category of post; compulsory retirement of an employee in accordance with the provision relating to superannuation or retirement;
2. Compulsory retirement of an employee by following the provision relating to superannuation or retirement;
3. Termination of service or reversion to a lower category or post of an employee appointed or promoted on probation either during or at the end of the period of probation;
4. Discharge of an employee under regulation 19 or as a measure of retrenchment for want of vacancy;
5. Termination of service of an employee employed under a contract or agreement as per the terms of such contract or agreement or in the case of an employee appointed for a specific period, at the end of such period;
6. Reversion of an employee promoted from a lower post to a higher post to such lower post for want of vacancy;
7. On-promotion of an employee after consideration of his case for promotion; whether on a regular or Tenure Based Scaled Contract or on ad-hoc basis to a post to which he is eligible for being considered;
8. Replacement of the services of an employee whose services had been borrowed at the disposal of his parent organization.

### **SUSPENSION:**

The appointing authority or any authority to which it is subordinate or the disciplinary authority or any other authority empowered in that behalf by the Board, by general or special order, may place an employee under suspension:

1. where a disciplinary proceeding against him is contemplated or is pending or
2. where in the opinion of the authority aforesaid, he has engaged himself in activities prejudicial to the interest of the security of the State; or
3. where a case against him in respect of any criminal offence is under investigation, inquiry or trial:

Provided that, where the order of suspension is made by an authority lower than the appointing authority, such authority shall forthwith Report to the appointing authority the circumstances in which the order was made.

4. An employee shall be deemed to have been placed under suspension by order of appointing authority:
  - a) With effect from the date of his detention, if he is detained in custody, whether on a criminal charge or otherwise, for a period exceeding forty-eight hours.

- b) With effect from the date of his conviction, if in the event of a conviction for an offence, he is sentenced to a term of imprisonment exceeding forty-eight hours and is not forthwith dismissed or removed or compulsorily retired consequent on such conviction.
5. An employee who is placed under suspension shall, during the period of such suspension, be paid a subsistence allowance at the following rate, namely:
- a) Where the enquiry contemplated or pending is departmental the subsistence allowance shall, for the first ninety days from the date of suspension, be equal to one half of the basic wage, dearness allowance and other compensatory allowances to which the employee would have been entitled if he/she was on leave with salary. If the departmental enquiry gets prolonged and the employee continues to be under suspension for a period exceeding ninety days, the subsistence allowance shall for such period be equal to three-fourths of such basic salary, dearness allowance and other compensatory allowance.

Provided that where such enquiry is prolonged beyond ninety days for reasons directly attributable to the employees, the subsistence allowance shall, for the period exceeding ninety days, be reduced to one-fourth of such basic salary, dearness allowance and other compensatory allowances.

- b) Where the enquiry is by an outside agency or, as the case may be, where criminal proceedings against an employee are under investigation or trial, the subsistence allowance shall, for the first one hundred and eighty days from the date of suspension, be equal to one-half of his basic salary, dearness allowance and other compensatory allowances to which the employee would have been entitled to if he/she was on leave. If such enquiry or criminal proceeding gets prolonged and the employee continues to be under suspension for a period exceeding one hundred and eighty days, the subsistence allowance shall for such period be equal to three-fourths of such wage.

Provided that where such enquiry or criminal proceedings are prolonged beyond a period of one hundred and eighty days for reasons directly attributable to the employee the subsistence allowance shall, for the period exceeding one hundred and eighty days, be reduced to one-fourth of such salary.

### **ENQUIRY PROCEEDINGS:**

1. In the enquiry, the employee shall be entitled to appear in person or to be represented by an employee of the Institute.
2. The proceedings of the enquiry shall be recorded in English. However, the Institute shall arrange for a Hindi or Gujarati translation of the proceedings at the request of the employee.
3. The proceedings of the enquiry shall generally be completed within three months:  
Provided that the period of three months may, for reasons to be recorded in writing, be extended by such further period as may be deemed necessary by the enquiry officer.
4. If on the conclusion of the enquiry or, as the case may be, of the criminal proceeding, the employee has been found guilty of the charges framed against him/her and it is considered, after giving the employee concerned a reasonable opportunity of making representation on the penalty proposed, that an order of dismissal or suspension or fine or stoppage of annual

increment or reduction in rank would meet the ends of justice, the competent authority shall pass an order accordingly.

Provided that where an order imposing fine or stoppage of annual increment or reduction in rank is passed under this clause, the employee shall be deemed to have been on duty during the period of suspension and shall be entitled to the same emoluments as he/she would have received if he/she had not been placed under suspension, after deducting the subsistence allowance paid to him/her for such period.

5. If on the conclusion of the enquiry, or as the case may be, of the criminal proceedings, the employee has been found to be not guilty of any of the charges framed against him/her, he/she shall be deemed to have been on duty during the period of suspension and shall be entitled to the same salary as he/she would have received if he/she had not been placed under suspension, after deducting the subsistence allowance paid to him/her for such period.
6. The payment of subsistence allowance under these rules shall be subject to the employee concerned not taking up any employment during the period of suspension.
7. In awarding punishment under this rule, the competent authority shall take into account the gravity of the misconduct, the previous record, if any, of the employee and any other extenuating or aggravating circumstances that may exist. A copy of the order passed by the competent authority shall be supplied to the employee concerned.
8. No order of discharge or dismissal shall be passed under the preceding rule unless the specific charges on which such order is to be passed, are framed against the person in writing, and given to the said person, so that he/she shall have reasonable opportunity to show cause why the proposed action should not be taken against him/her, and submitting an explanation in writing within such time as may be prescribed by the appointing authority; provided that the requirements may be waived if the facts on the basis of which action is to be taken, have been established in a court of law or where the person absconded remains absent without intimation for a period of not less than one month or where it is for any other reason impracticable to communicate with him/her. In every case where all or any of the requirements of this rule are waived, the reasons for so doing shall be recorded in writing.

### **APPEALS:**

An employee who has been discharged or dismissed shall have a right to appeal against any order passed against him/her to an authority referred to as 'Appellate Authority' in Annexure I. Every appeal shall comply with the following requirements.

- a) It shall be written in English, or, if not written in English, it shall be accompanied by a translation in English and shall be signed.
- b) It shall be presented, in concise, polite language and be free from irrelevant matter.
- c) It shall contain all material statements and arguments relied on and shall be complete in itself.
- d) It shall specify the relief desired.
- e) It shall be submitted to the authority which made the order appealed against within three months from the date on which the Appellant receives a copy of the order appealed against provided further that a copy of the appeal may be submitted directly to the appellate authority.

- f) It shall not be addressed to the authorities listed in Annexure I or to any member of the Board of Governors by name, and any such action shall be deemed a breach of discipline.

### **CONSIDERATION OF APPEALS**

In the case of an appeal against an order of discharge or dismissal, the appellate authority shall consider:

- a) Whether the procedure prescribed in the preceding paras has been complied with, and, if not, whether such non-compliance has resulted in a miscarriage of justice,
- b) whether the findings are justified, and
- c) whether the penalty imposed is excessive, adequate or inadequate and pass orders
  - i) setting aside, reducing, confirming, enhancing the penalty, or
  - ii) remitting the case to the appointing authority with such direction as it may deem fit in the circumstances of the case.

Provided that the appellate authority shall not impose any enhanced penalty unless the appellant is given an opportunity of making any representation which he/she may wish to make against such an enhanced penalty.

### **IMPLEMENTATION OF ORDERS IN APPEAL**

The authority which made the order appealed against shall give effect to the orders passed by the appellate authority.

### **REVIEW OF ORDERS IN DISCIPLINARY CASES**

The authority specified in Annexure I before which an appeal against an order imposing any of the penalties, may of its own motion or otherwise, call for the records of the case in a disciplinary proceeding, review any order passed in such a case, and pass such orders as it deems fit as if the employee had preferred an appeal against such an order. No such review will be undertaken three months after the date of the order to be reviewed.

### **BOARD'S POWER TO REVIEW**

1. Notwithstanding anything contained above, the Board of Governors may, on its own motion, after calling for the records of the case, review any order which is made or is appealable under these rules.
2. An employee who has been discharged or dismissed or imposed any of the punishments by an order passed by the Board of Governors, can make a request to the Board for reconsideration of its decision, within one month from the date of receipt of the decision of the Board of Governors. The Board after reconsideration may arrange to communicate its decision to the employee concerned. Once such reconsideration is communicated the decision of the Board will be final. No further appeal will lie against such a decision of the Board.



## **PAY AND ALLOWANCES ON ACQUITTAL**

If an employee of the Institute has been discharged or dismissed and charges are not proved against him/her, the appellate authority may grant him/her for the period of absence from duty

- a) if he/she is fully exonerated, the full pay to which he/she would have been entitled if he/she had not been discharged or dismissed, and by an order to be separately recorded, any allowance of which he/she was in receipt prior to his/her discharge or dismissal,

or

- b) if not fully exonerated, such proportion of such pay and allowances as the appellate authority may prescribe.

The period of absence from duty will be treated as period spent on duty in case of (a) above and it will not be treated as period spent on duty in case of (b) above unless the appellate authority directs to the contrary.

## **PROCEDURE FOR DISCIPLINARY PROCEEDINGS AFTER RETIREMENT:**

Any disciplinary proceeding, if instituted by issue of charge sheet while the employee was in service, whether before his retirement or during his re-employment, shall, after the retirement of the employee, be continued and concluded by the authority by which it was commenced, in the same manner, as if the employee had continued in service. Such proceeding after retirement should be completed expeditiously and within twelve months from the date of delivery of charge sheet to the charged official, subject to Court Orders, if any. During the pendency of the disciplinary proceedings, the disciplinary authority may withhold payment of gratuity for ordering the recovery from gratuity of the whole or part of any pecuniary loss caused to the Institute. If the employee is found in a disciplinary proceedings or judicial proceedings to have been guilty of offence or misconduct as mentioned in the relevant Sections of the Payment of the Gratuity Act, 1972 (39 of 1972) or to have caused pecuniary loss to the Institute by misconduct or negligence during his service, including service rendered on deputation or on re-employment after retirement, provided that the provisions of relevant Sections of the Payment of Gratuity Act, 1972 shall be kept in view in the event of delayed payment, in case, the employee is fully exonerated



## ANNEXURE - I

### LIST OF APPOINTING AUTHORITIES, PUNISHING AUTHORITIES AND APPELLATE AUTHORITIES FOR DIFFERENT CATEGORIES OF EMPLOYEES

Sr. No.	Pay Band of posts	Appointing Authority	Authority competent to impose penalty	Appellate Authority
1	Faculty	Director	Director	Board of Governors
2	Research Staff	Dean (authority delegated by the Director)	Dean (authority delegated by the Director)	Director
3	Administrative Staff in Pay Level 11 and above	Director	Director	Board of Governors
4a	Administrative Staff in Pay Level 6 to Pay Level 10	Chief Administrative Officer (authority delegated by the Director)	Chief Administrative Officer (authority delegated by the Director)	Director
4b	Administrative Staff in Pay Level 1 to Pay Level 5	Associate Vice President – HR (authority sub delegated by the Director)	Associate Vice President – HR (authority sub delegated by the Director)	Chief Administrative Officer

## PERFORMANCE REVIEW

The effective use of manpower resources of any organization depends to a considerable degree, upon an effective Performance Management Programme there. Evaluating people's performance is a complex process - which needs to be timely, fair, and consistent. Performance management is a critical and effective tool in the development and optimization of human resources in an organization. It helps people in the organization to consciously aim at improving upon the individual performance and thus increase organizational effectiveness.

1. The process of performance appraisal will start with the exercise of distribution of Performance appraisal forms of the employee to the concerned HOD every year during June or as and when an employee completes his/her term either as a probationer or otherwise.
2. Employees who have completed a minimum six months of service are identified for performance review.
3. Performance evaluation forms are written annually for the period from 1st July to 30th June for permanent employees. HR Department will send the appraisal forms to TBSC employees every year as per their schedule.
4. The Performance evaluation forms shall comprise of self-appraisal form (to be filled in by the appraisee). The appraiser evaluation should be written by the reporting Manager immediately superior to the employee concerned and reviewed by the next higher authority. In both cases, they should have supervised the work for not less than three months. For computing of three months, any leave for more than 15 days should be deducted. If the employee is under suspension, he should write or review the reports within two months of date of suspension or one month of the due date of completion of performance review forms, whichever is later. If the employee concerned happens to be a relative, reporting or reviewing should be done by the next higher authority.
5. The appraisee may be called by his/her supervisor for a performance review meeting where the performance of the appraisee is discussed at length and the discussions recorded. The appraisee is required to make an honest self-appraisal before discussing with the supervisor.
6. The assessment must be made on performance and behaviour on the job, which requires specific facts to be recorded before arriving at a quantitative appraisal of the employee.
7. The Reviewing Manager/HOD may make recommendations regarding priorities based on the performance of the person. It is mandatory for HOD to give at least THREE justifications for their rating. While rating, there must be an attempt to differentiate the various members of the team based on their performance.

8. The performance evaluation forms compiled by HR Department are submitted to SEDC (Staff Evaluation and Development Committee) or OEDC (Officer's Evaluations and Development Committee) for its review and recommendations
9. The SEDC/OEDC recommendations will be implemented, subject to the Director's approval.

### **PERFORMANCE APPRAISAL FOR MANAGERS - GUIDELINES**

1. The performance of every Manager is appraised annually.
2. The appraisal aims at documenting
  - (i) the nature of work done,
  - (ii) quality of work done,
  - (iii) outstanding contribution made,
  - (iv) conditions under which various tasks have been performed,
  - (v) suggestions for improvements (appraisee's as well as appraiser's), and
  - (vi) developmental needs.
3. The appraisal aims at an assessment of the extent to which certain qualities (managerial and behavioral) considered as desirable for effective functioning as an Manager at IIMA, are exhibited by the candidate. Such an assessment, along with a performance review discussion by each appraiser with the appraisee officer is expected to help the appraisee officer to strengthen his competencies as an officer.
4. The annual performance appraisal of officers requires a high degree of involvement of the officers in the form of listing his/her tasks, accomplishments, difficulties, developmental needs, etc. and discussing with the appraiser support requirements, etc. during the review period.
5. Based on the assessments made in the appraisal form, rewards (as and when applicable/possible) and development decisions (training, field visits, job-rotation, etc.) may be taken from time to time. Besides this, the appraisal process itself is intended to provide an opportunity for improving one's own effectiveness on the job through better planning, communication, and insights about job-performance.

# PROMOTION POLICY

## 1. PREAMBLE

The Promotion Policy is a step in the direction of developing a comprehensive human resource framework for the Institute. The Promotion Policy is one of the components of that framework to specifically address the issue of promotion of employees. For the Promotion Policy to be effective, it is important to develop a scientific appraisal system, staff training and development programme and link them with the promotion. As promotion is a process of reward, incentive, encouragement, appreciation of very good performance and enabling personal growth of an employee, it is important that the Institute takes up the responsibility of institutionalizing staff development and training so that the aspiration of the employee is balanced with the interest of the Institute.

## 2. THE POLICY IN BRIEF (FOR GROUP B/C/D)

1. The policy covers the following Levels:

Sr. No.	Levels under 7 <sup>th</sup> CPC	Old GP under 6 <sup>th</sup> CPC	Group
1	Level 1	1300/1650/1800	D
2	Level 2	1900	D/C
3	Level 3	2000	D
4	Level 4	2400	D/C
5	Level 5	2800	D/C
6	Level 6	4200	B
7	Level 7	4600	B
8	Level 8	4800	B
9	Level 9	5400 (non Manager)	B

2. The policy is based on the principle of Seniority-cum-performance.
3. At the lowest level, the promotion is entirely based on seniority and merit, with seniority getting reasonable weightage. At higher levels, merit and background gain weightage.

4. The policy is applicable up to the Level 9 for employees (other than permanent research staff, academic associates and research staff).
5. The cut-off date for consideration is June 30<sup>th</sup> of every year, the date on which the appraisal is done. So the period for consideration is July 1 to June 30.
6. The Promotion Exercise for staff will be conducted once in a year after receiving all Performance Appraisal forms, normally between September - October.
7. In the case of professional and technical positions or other post present or to be created in the future, which requires specific professional qualification and/or technical skills the same will be filled up with employees who possess such professional qualification or skill or technical competence. For recruitment and promotions to such posts preference weightages, as and when permissible, for an internal candidate shall be evolved, and the SEDC will finalize the criteria.

### 3. SOME IMPORTANT COMMON PROMOTION PARAMETERS FOR STAFF PROMOTIONS:

1. **Length of Service/ Seniority:** Seniority means the number of years spent by staff in a particular substantive level/scale/position from the last promotion or DOJ (in case of fresher). Two points are given for every year's service. Every time a promotion is granted, the seniority gained so far is nullified, and it starts afresh in the new level/position.

In a case where the internal examination is to be conducted for the promotion exercise and one of the eligibility criteria to appear for such exercise is service in any level (e.g. for promotion to Level 10 from Level 7 or Level 8 or Level 9 with minimum 5 years' of service in the Institute) then in such cases one point for every year's service will be considered from the date of joining the minimum Level of eligibility and not from last promotion date.

2. **Annual Appraisal/ Merit:** Merit is one of the important components in the proposed scheme of promotion. A staff member undergoes an annual performance appraisal. This annual performance appraisal has a rating submitted by the supervisor. Merit score is derived from the ratings received by individual staff members after each year's performance appraisal. The maximum points under merit will be 50 points. Following is the conversion of the ratings of each year into points:

**Merit Score for the year= Performance Appraisal Score/10**

SEDC may normalize the score at the time of review, in case members feel that there is too much variation in the score awarded by various supervisors.

In case, the employees' promotion is delayed due to non-performance or any other reason, the performance appraisal score of last five years should be considered.

3. **Educational Qualification:** Institute has specified required qualifications for all jobs. Apart from the qualification acquired at the time of joining, a staff member may acquire an additional qualification during the period of consideration. For such additional qualification, a maximum of ten points are earmarked for the purpose of promotion. Depending on a candidate's achievement in terms of qualifications, the SEDC will grant him/her points from 0 to 10, as per the following:

Sr.	Qualification	Points
1	Successful completion of any Master's Degree.	10
2	Successful completion of any Graduation or any Post Graduate Diploma of minimum duration of one year.	08
3	Successful completion of any Diploma course or any ITI or professional course of minimum period of one year.	06
4	Successful completion of any Diploma / Certificate course or any ITI course of minimum period of six months.	04
5	Training (1 point each for completing 5 days of training)	02

#### 4. Others:

1. Category wise Eligibility Score, termed as **"Very Good"**, for promotion is as follows:

Sr.	Category	Promotion with Group change	Promotion without Group Change, but Level change
1	General / OBC / PC	75 out of 100	70 out of 100
2	SC / ST	65 out of 100	60 out of 100

2. HR Department will maintain the scorecard for all employees coming under the purview of this policy. HR Department will put up to SEDC all those cases where an employee has completed required years of service on the date of review (1<sup>st</sup> July) after DOJ or date of last promotion (DOLP).
3. Based on the availability of vacancies, the selected candidate(s) shall be considered for promotion by the Institute.
4. This exercise of promotion may be undertaken once in a year, most probably during September – October. The effect of the promotion would be given from the date as decided by the SEDC and based on vacancy available for promotion.
5. Any administrative delay in decision making may not have any bearing on the effective dates as decided by SEDC.
6. An employee who is unable to get promotion in a particular year after he has been considered by the Committee will have to wait until the next year when a similar exercise is undertaken. In such cases, there will be loss of seniority of one year. SEDC may decide to waive this off if the reason for holding back promotion was other than merit.
7. Those employees who intend to know their score will be informed of the score earned every year after the process of awarding the promotion has been completed.
8. Any employee whose rating on merit parameter in a particular year is appraised as poor, shall be informed about it and allowed to represent his/her case to the SEDC for review.

9. In case of awarding financial upgradation/ promotion to the employees near to their retirement, employees retiring within 12 months' period from the date of completion of promotion cycle (i.e. 30<sup>th</sup> June) can be considered for such purpose with relaxation in promotion criteria, provided they have performed very well and obtained appropriate score in last five years.

#### 4. PROMOTION POLICY (FINANCIAL UPGRADATION) FOR EXISTING GROUP D EMPLOYEES:

For existing Group D employees, the promotion is either through Personal Promotion (PP), Special Promotion (SP), Special Review One (SR-1) or Special Review Two (SR-2). As per the existing policy, the type of promotion depends on the number of years an individual has completed at the Institute from the date of joining. PP, SP, SR-1, and SR-2 is given to the employee, if the employee has completed 8, 16, 27 and 33/35 years respectively from the date of joining (DOJ) or as revised from time to time. Now, as all existing Group D employees who were in 6<sup>th</sup> CPC GP 1300 and GP 1650 have been moved to Level 1 (GP 1800) irrespective of their service, the personal promotion which was available at GP 1650 on completion of 8 years of service in GP 1300 has been removed from the new policy. In the given circumstances, SEDC has introduced GP 2000 in Group C, special promotion-2 at GP 2000 with 20 years of service from the date of joining. So, now for existing Group D employees SP-1, SP-2, SR-1, and SR-2 are available to the employee if the employee has completed 10, 20, 27 and 33/35 years respectively from the date of joining (DOJ).

SEDC will consider following promotion criteria for financial upgradation of Group D employees:

Sr.	Particulars	Max. points
1	Length of Service/Seniority	20
2	Annual Appraisal	50
3	SEDC review / interactions	30
	Total	100

Every year HR Department needs to submit the list of Group D employees, to review the cases for such promotions. SEDC may review the individual cases and decide on the promotion. Following conditions needs to be taken into consideration for Special Promotion of Group D employees:

1. The staff member under consideration should have obtained a **“very good”** cumulative score during the last five assessment years and should have a track record of excellent service in the Institute. Category wise eligibility score for promotion is as follows:

Sr.	Category	Promotion without Group change
1	General / OBC / PC	70 out of 100
2	SC / ST	60 out of 100

2. He should not have indulged in any serious indiscipline at the Institute.
3. The staff member may be moved from one section to another, depending on the need of the Institute. Such staff members may also be required to undergo relevant training as per present or future requirements of the Institute.



4. Financial upgradation under the scheme shall be allowed in the immediate next higher level pay in the hierarchy of revised levels as per the policy of the Institute.
5. Financial upgradation would be on non-functional basis (i.e. Group D employee is categorised as Group D only) subject to eligibility and within the Group.
6. As such there shall be no additional financial upgradation for the senior employee on the ground that the junior employee in the level has got higher pay under the Scheme. If the senior employee remains on LWP or/and does not enhance the education qualification, then possible that a junior employee may get an advantage compared to a senior employee.
7. Following are the existing Level change in the Institute for Group D employees:

Sr.	Level	Type of Promotion	Minimum service in the Institute (from DOJ)
1	1	--	Entry
2	2	SP #1	<b>10 years</b>
3	3	SP #2	20 years
4	4	SR #1	27 years
5	5	SR #2	33/35 years (33 years to be considered, in case employee is retiring in the year immediate after review period/year).

## 5. PROMOTION POLICY FOR EXISTING GROUP D EMPLOYEES TO GROUP C (PROMOTION WITH GROUP CHANGE) AT ONE LEVEL HIGHER IN GROUP C TO THE CURRENT LEVEL IN GROUP D:

1. **Methodology:** Written Test and Interview.
2. **Eligibility:** Group D employee of IIMA,,
  - i. with minimum graduation from a recognised university at the time of review,
  - ii. minimum service of 5 years,
  - iii. with “**very good**” remarks in the Performance Evaluation Reports during last five years.
  - iv. fulfilling all other financial upgradation/ promotion criteria.
3. **Syllabus:** The syllabus of the written test may be as follows:

Sr.	Topic	Marks
1	General English (Written and Spoken – equivalent to SCOPE syllabus defined by Government of Gujarat) – Lower English	30
3	Computer awareness (MS-Office-Word, Excel, Power Point, Internet, E-Mail) equivalent to CCC of Govt.of Gujarat	25
4	Numerical ability (similar to Bank’s clerk examination)	15
5	Reasoning ability (similar to Bank’s clerk examination)	15
6	General awareness (similar to Bank’s clerk examination)	15
	Total	100

**Note:** The syllabus may be changed from time to time, depending on the Institutional requirement.

4. **Agency for Training:** HR Department may select as per the standard procedure in consultation with SEDC. It may be a third party agency having sufficient experience of conducting such training.
5. **Agency for Test:** HR Department may select as per the standard procedure in consultation with SEDC. It may be a third party agency having sufficient experience of conducting such training.
6. The criteria for promotion recommendation are as follows:

Sr.	Grade	Max. points
1	Length of Service/Seniority	10
2	Annual Appraisal	50
3	Qualification	10
4	Written Test (weightage)	10
5	SEDC review / interactions	20
	Total	100

7. Category wise Eligibility Score, named as “**Very Good**”, for promotion is as follows:

Sr.	Category	Promotion with Group change
1	General / OBC / PC	75 out of 100
2	SC / ST	65 out of 100

8. **ScoreCard:** The scorecard for each eligible candidate, will be prepared based on criteria and eligibility score.
9. **Select list / Merit list:** The Select list / Merit list shall be prepared based on the above conditions and put up for the approval of the Director. As and when a vacancy arises in the clerical cadre, it will be announced to the shortlisted candidates and they can appear for an interview before the selection committee.
10. **Selection Committee:** The selection committee will consist following:
  - Chairperson, SEDC or a member of SEDC nominated by him/ her
  - Chairperson of related Area/ Group / Centre (where vacancy exists) or his/her representative not below the level of supervisor.
  - CAO/CFO or his/her nominee not below an Manager.
  - Associate Vice President-HR

The selection committee may suggest promotion based on the fitment of the candidate on the vacant position. While giving suggestions for promotion, the selection committee may also see the category wise promotion criteria.

11. **Validity of Score:** The score will be valid for two years.
12. **Others:** If vacancy could not be filled up with promotion process, the Institute can fill up the same by inviting open applications through advertisement.

## 6. PROMOTION POLICY FOR GROUP C EMPLOYEES TO GROUP C (ONLY LEVEL CHANGE):

### GENERAL POINTS:

- a. An employee obtaining a certain level of the score as enumerated hereafter in this policy becomes eligible for regular promotion.
- b. This promotion policy shall be reviewed every three years.
- c. Regular promotion under this policy covers all the staff cadre.
- d. All the important promotion parameters for promotions mentioned at point 3 is applicable.
- e. The criteria for promotion recommendation are as follows:

Sr.	Particulars	Max. points
1	Length of Service/Seniority	10
2	Annual Appraisal	50
3	Education Qualification	10
3	SEDC review / interactions	30
	Total	100

- f. Following are the levels for Group C employees with minimum years of service for promotion to next level:

Sr.	Promotion Group	Level	Min. years of service (as on 30th June of the year) required in previous Level for promotion
1	C	Level 2 (GP 1900)	Entry in Group C.
2	C	Level 4 (GP 2400)	5 years in Level 2
3	C	Level 5 (GP 2800)	5 years in Level 4

## 7. PROMOTION POLICY FOR GROUP C EMPLOYEES TO GROUP B – LEVEL 6 (PROMOTION WITH LEVEL CHANGE AND GROUP CHANGE):

1. **Methodology:** Written Test and Interview.
2. **Eligibility:** Group C employee of IIMA,
  - i. with minimum graduation from a recognised university,
  - ii. with minimum service period of five (5) years,

- iii. working in Level 4 or Level 5,
- iv. with “**very good**” remarks in the Performance Evaluation Reports during last five years.
- v. fulfilling all other financial upgradation/ promotion criteria.

3. **Syllabus:** The syllabus of the written test may be as follows:

Sr.	Topic	Marks
1	IIMA Systems & procedures (subject Knowledge of systems and procedures adopted by various departments of IIMA and general knowledge about IIMA)	Pass with min. 50% marks
2	General English (Written and Spoken – equivalent to SCOPE syllabus defined by Government of Gujarat) – Higher English – Level B	30
3	Computer awareness (MS-Office-Word, Excel, Power Point, Internet, E-Mail) equivalent to CCC+ of Govt.of Gujarat	25
4	Numerical ability (similar to Bank’s clerk examination)	15
5	Reasoning ability (similar to Bank’s clerk examination)	15
6	General awareness (similar to Bank’s clerk examination)	15
	<b>Total</b>	<b>100</b>

**Note:** The syllabus may be changed from time to time, depending on the Institutional requirement.

- 4. **Agency for Training:** HR Department may select as per the standard procedure in consultation with SEDC. It may be a third party agency having sufficient experience of conducting such training.
- 5. **Agency for Test:** HR Department may select as per the standard procedure in consultation with SEDC. It may be a third party agency having sufficient experience of conducting such a test.
- 6. The criteria for promotion recommendation may be as follows:

Sr.	Grade	Max. points
1	Length of Service/Seniority	10
2	Annual Appraisal	50
3	Written Test (weightage)	20
4	SEDC review / interactions	20
	<b>Total</b>	<b>100</b>

- 7. Category wise Eligibility Score, termed as “**Very Good**”, for promotion is as follows:

Sr.	Category	Promotion with Group change
1	General / OBC / PC	75 out of 100
2	SC / ST	65 out of 100

8. **Score Card:** The scorecard for each eligible candidate, who has cleared IIMA systems and procedure section, will be prepared as per serial no. 6.
9. **Merit list:** The Merit list shall be prepared based on the above conditions and put up for the approval of the Director. As and when a vacancy arises in the supervisor cadre, it will be announced to the eligible candidates and they can appear for an interview before the selection committee.
10. **Selection Committee:** The selection committee will consist following:
  - Chairperson, SEDC or member of SEDC nominated by him/her
  - Chairperson of related Area/ Group / Centre (where vacancy exists) or his/her representative not below Manager level.
  - CAO/CFO
  - Associate Vice President-HR
  - Department Head/Assistant Manager where vacancy exist

The selection committee shall suggest promotion based on the fitment of the candidate on the vacant position. While giving suggestions for promotion, selection committee may also see the category wise promotion criteria.
11. **Validity of Score:** The score will be valid for two years.
12. **Others:** Employees taking the test may be allowed to take two days of leave for preparation of the test with the prior approval of the respective supervisor. If the vacancy could not be filled up with the promotion process, the Institute can fill up the same by inviting open applications through advertisement.

## 8. PROMOTION POLICY FOR GROUP B EMPLOYEES TO GROUP B (ONLY LEVEL CHANGE):

1. All-important promotion parameters for promotions mentioned at point 3 and all the general points mentioned at point 6 are applicable.
2. Following are the levels for Group B employees with minimum years of service for promotion to the next level:

Sr.	Promotion Group	Level	Min. years of service (as on 30 <sup>th</sup> June of the year) required in previous Level for promotion
1	B	Level 7	5 years in Level 6
2	B	Level 8	5 years in Level 7
3	B	Level 9 (Non Manager Level)	5 years in Level 8

3. One increment may be given to the eligible employees who have completed five years in the same GP and fit for the promotion but retiring before the completion of next review cycle, following the due process as hitherto.
4. Those employees who were in GP: 4400 and placed in Level 7 at the time of implementation of 7<sup>th</sup> CPC, will be eligible for promotion to Level 8 on completion of 5 years from the date of promotion in GP: 4400.

## 9. PROMOTION POLICY FOR GROUP B EMPLOYEES TO GROUP A – LEVEL 10 (PROMOTION WITH LEVEL CHANGE AND GROUP CHANGE):

1. **Methodology:** Written Test and Interview.
2. **Eligibility:** Group B employee of IIMA,
  - i. with minimum graduation from a recognised university,
  - ii. with minimum service period of five (5) years,
  - iii. working in Level 7, 8 or 9,
  - iv. with “**very good**” remarks in the Performance Evaluation Reports during last five years.
  - v. fulfilling all other financial upgradation/ promotion criteria.
3. **Syllabus:** The syllabus of the written test may be as follows:

Sr.	Topic	Marks
1	Communication	35
2	Case Analysis and its Power Point Presentation	30
3	Excel Proficiency	25
4	Mathematics	10
	<b>Total</b>	<b>100</b>

**Note:** The syllabus may be changed from time to time, depending on the Institutional requirement.

4. **Agency for Training:** HR Department may select as per the standard procedure in consultation with SEDC/OEDC. It may be a third party agency having sufficient experience of conducting such training OR a training programme designed and administered by the Institute, as decided by SEDC/OEDC.
5. **Agency for Tests:** HR Department may select as per the standard procedure in consultation with SEDC/OEDC. It may be a third party agency having sufficient experience of conducting such tests OR a team of faculty members or Managers as decided by SEDC/OEDC.
6. SEDC will prepare a merit list of candidates who score minimum (75/65) marks based upon the below-mentioned criteria, which will be valid for three years:

Sr.	Grade	Max. points
1	Length of Service/Seniority	10
2	Annual Appraisal	50
3	Written Test (weightage)	20
4	SEDC review / interactions	20
	<b>Total</b>	<b>100</b>

OEDC may select any suitable candidate from the merit list to fill up a vacancy. OEDC will co-opt Chairperson/HoD of the department where vacancy exists for such selection.

7. Category wise Eligibility Score, termed as “**Very Good**”, for promotion is as follows:

Sr.	Category	Score
1	General / OBC / PC	75 out of 100
2	SC / ST	65 out of 100

8. **Score Card:** The scorecard for each eligible candidate, will be prepared by the CAO Office/ HR Department.
9. **Merit list:** The Merit List shall be prepared based on the above conditions and put up for the approval of the Director. As and when a vacancy arises in the Manager cadre, it will be announced to the eligible candidates and they can appear for an interview before the selection committee.
10. SEDC will recommend a select list to OEDC.
11. **Tentative Selection Committee:** The selection committee will consist following:
- Chairperson, OEDC
  - Dean (Programmes)
  - Dean (Faculty)
  - CAO/CFO
  - Chairperson of the related area/group/centre where a vacancy exists, or his/her representative not below Assistant General Manager

The selection committee may suggest promotion based on the fitment of the candidate on the vacant position. While giving suggestions for promotion, the selection committee may also see the category wise promotion criteria.

12. **Validity of Score:** The score will be valid for two years.
13. **Others:** If the vacancy could not be filled up with the promotion process, the Institute can fill up the same by inviting open applications through advertisement.



# INSURANCE

### GROUP SAVINGS LINKED INSURANCE SCHEME

All permanent employees of the Institute who joined on or before July 31, 2014 are required to join the Group Savings Linked Insurance Scheme (GSLIS).

#### 1. DEFINITIONS:

In these Rules, where the context so admits, the masculine shall include the feminine, the singular shall include the plural and the following words and expressions shall, unless repugnant to the context, have the following meanings: -

- i) “The Employer” shall mean Indian Institute of Management Ahmedabad.
- ii) “The corporation” shall mean the Life Insurance Corporation of India established under Section 3 of the Life Insurance Corporation Act, 1956.
- iii) “The Scheme” shall mean The Group Savings Linked Insurance Scheme.
- iv) “The Rules” shall mean the Rules of the Scheme as set out below and as amended from time to time.
- v) “The Member” shall mean the particular employee of the Institute who has been admitted to the benefits under the Scheme.
- vi) “Entry Date” shall mean (a) in relation to the members admitted to the Scheme on the date of commencement, the said date of commencement and (b) in relation to new members to be admitted to the Scheme after commencement date, the Annual Renewal Date which is coincident with or immediately follows the date on which they become eligible.
- vii) “Annual Renewal Date” shall mean in relation to the Scheme the 20<sup>th</sup> day of September and the 20<sup>th</sup> day of September in each subsequent year.
- viii) “Terminal date” shall mean in respect of a member the date on which he/she retires/ quits from the services of the Institute.
- ix) “The assurance” shall mean, in relation to a member, the person or persons who has/ have been appointed by him/her in terms of these Rules to receive the benefits under the Scheme in the event of his death whilst being insured.
- x) “The Beneficiary” shall mean, in relation to a Member, the person or persons who has/ have been appointed by him/her in terms of these Rules to receive the benefits under the Scheme in the event of his death whilst being insured.

- xi) "The Running Account" shall mean the Account to be maintained by the Corporation in favor of the Employer to which will be credited the premiums remaining in respect of the members after utilizing such part as is required to provide life assurance benefit.
- xii) "Register" shall mean the record of Members kept by the corporation.

**2. THE EMPLOYER WILL ACT FOR AND ON BEHALF OF THE MEMBERS IN ALL MATTERS RELATING TO THE SCHEME. EVERY ACT DONE BY THE AGREEMENT MADE WITH AND NOTICE GIVEN TO THE CORPORATION SHALL BE BINDING ON THE MEMBERS.**

**3. ELIGIBILITY:**

- a) Regular employees who are aged not less than 18 years and not more than 60 years for administrative staff and not more than 65 for Faculty shall be eligible to join the Scheme.
- b) No member shall withdraw from the Scheme while he/she is still an eligible employee satisfying the conditions of eligibility described above.

**4. EVIDENCE OF AGE:**

The Employer shall arrange to obtain satisfactory evidence of age in respect of each Member at the time of his entry into the Scheme.

**5. EVIDENCE OF HEALTH:**

Employees who are not absent on medical grounds on the date of joining the Scheme will be admitted to the Scheme. Those who do not satisfy this condition will be admitted on the next Annual Renewal date.

**6. CONTRIBUTIONS:**

- i) Every Member shall pay a monthly contribution as per Category to which he/she belongs as per the following Table:

Category	Monthly contributions			Who pays	
	Total	Savings Portion	Risk Premium	Institute	Member
A	280.00	182.00	98.00	49.00	231.00
B	225.00	146.25	78.75	60.00	165.00
C	140.00	91.00	49.00	49.00	91.00
D	70.00	45.50	24.50	65.00	5.00

- ii) The Employer shall recover the contribution in respect of all the members from their salaries and remit the same in full to the Corporation for providing benefits as per the rules. The remittances should include the contributions pertaining to those employees from whom recoveries could not be made for one reason or other.
- iii) A part of the contribution as may be fixed by the corporation from year to year expressed as a uniform average amount per member for each category, shall be

utilised to provide for each member life assurance benefit which will become payable upon the death of the Member/Employee whilst being insured under the scheme. For this purpose, the Employer shall effect assurances under the One Year Renewal Term Assurance Plan with the Corporation. The balance of the contribution will be credited to a Running Account to be maintained by the Corporation in favour of the Employer for providing the benefits described in Rule 8 to the Members. The Corporation shall allow interest on the balance in the Running Account at the agreed rate.

- iv) The Corporation reserves the right to review the monthly proportion of premium rate to be appropriated towards insurance cover and towards savings portion on the basis of death claim experience at the interval of two years.
- v) In the event of a change of category of Member from one category to another, his/her contribution shall be refixed from the next Annual Renewal Date of the Scheme to the level appropriate to the category to which he/she belongs. Until the next Annual Renewal Date, the Member shall continue to be covered for insurance for the same amount for which he/she was eligible before such change.
- vi) The Employer shall maintain a regular account of the monthly premium amount credited to the savings account of each employee admitted to the scheme with interest accrued thereon. However, consolidated account of amount credited to savings account of all employees admitted to the scheme will be furnished by the Corporation every year after close of the year.

## 7. BENEFITS:

- i) On death of the member before the Terminal Date:

The Life Assurance benefit as per the following table together with the amount to the credit of the members in the running account as on the date of his death as determined in the manner referred to 7(ii) shall become payable to the beneficiary:

CATEGORIES FOR GSLI		Sum Assured
Category "A"	Faculty, Staff in Pay Level 9 and above	2,80,000/-
Category "B"	Staff in Pay Level 5 to Pay Level 8	2,25,000/-
Category "C"	Staff in Pay Level 2 to Pay Level 4	1,40,000/-
Category "D"	Staff in Pay Level 1	70,000/-

- ii) On reaching Terminal Date or on earlier cessation of service other than death:

The total to the credit of the member in the running account as shall be determined by the corporation having regard to the entry date, the accounts credited to the running account from time to time, the rate of interest and the date of credit shall become payable to the member.

## 8. TERMINATION OF MEMBERSHIP:

The membership of the scheme in respect of a member shall terminate upon the happening of any of the following events:

- a) Member ceasing to be in the service of the employer

- b) Member reaching the terminal date Upon termination of membership, the Life assurance benefit of the member shall cease forthwith, and the amount to his credit in the running account as determined in rule 8(ii) shall become payable.

## **9. RESTRAINT ON ANTICIPATION OR ENCUMBRANCE:**

The benefits under the scheme are strictly personal and cannot be assigned, charged or alienated in any way.

## **10. MASTER POLICY:**

The corporation will issue a master policy to the employer incorporating the terms and conditions under which the benefits are assured.

## **11. APPOINTMENT OF BENEFICIARY:**

Every member shall at the time of entry into the scheme will appoint one or more beneficiary from among his wife or child/children or dependents in the form given at annex and file it with the employer. If a member does not have wife or child/children, then he/she shall appoint his legal representative to be the beneficiary. In the event of death of the member, the benefits in respect of him/her will be paid to the beneficiary or beneficiaries appointed by him/her.

## **12. AMENDMENT OR DISCONTINUANCE OF SCHEME:**

The employer may discontinue the scheme at any time subject to 3 months' previous notice being given to the member and the corporation and the discontinuance shall be effective from the 20<sup>th</sup> of the month coincident with or following the expiry of the notice period.

## **DEPOSIT-LINKED INSURANCE SCHEME**

The Scheme is for the subscribers of General Provident Fund (GPF/CPF).

Under the Scheme, on the death of a subscriber, the person entitled to receive the amount standing to the credit of the subscriber shall be paid by the Institute an additional amount equal to the average balance amount of subscription and interest thereon at the credit in the account during the 3 years immediately preceding the death of such subscriber, subject to the condition that –

- a. The balance at the credit of such subscriber shall not at any time during the three years preceding the month of death has fallen below the limits of -
- i. Rs. 25,000 for a subscriber in GP of Rs. 4800 or more, in case of GPF and in case of CPF Rs. 12,000 if the subscriber has held for greater part of the aforesaid three years a post, the maximum of the pay scale of which is Rs. 4,000 or more;
  - ii. Rs. 15,000 for a subscriber in GP of Rs. 4200 or more but less than Rs. 4800, in case of GPF and in case of CPF Rs. 7,500 if the subscriber has held for the greater part of the aforesaid three years a post, the maximum of the pay scale of which is Rs. 2,900 to Rs. 3,999;
  - iii. Rs. 10,000 for a subscriber in GP of Rs. 1400 or more but less than Rs. 4200, in case of GPF and in case of CPF Rs. 4,500 if the subscriber has held for the greater part of the aforesaid three years a post, the maximum of the pay scale of which is Rs. 1,151 to Rs. 2,899;

- iv. Rs. 6,000 for a subscriber in GP of less than Rs. 1400 in case of GPF and in case of CPF Rs. 3,000 if the subscriber has held for the greater part of the aforesaid three years a post, the maximum of the pay scale of which is below Rs. 1,151;
- b. The additional amount will be equal to the average balance in the account during 36 months preceding the month of death, subject to a maximum of Rs. 60000, in the case of GPF subscribers and Rs. 30000 for CPF. The maximum limit is to be applied after arriving at an average of 36 months and not at every stage.
- c. The balance for March every year and for the last month of the three-year period will be inclusive of interest.
- d. In the case of CPF, 'balance' and 'average balance' would mean only the employee's subscription and interest thereon.
- e. Payment will be made by Accounts Manager (Head of Office in the case of Group 'D') without formal sanction and in whole rupees, with the fraction being rounded to the nearest rupee.
- f. In the case of persons appointed on tenure basis/re-employed pensioners, service rendered from the date of appointment/re-employment, as the case may be, only will count.
- g. Admissible on death after the working hours of the last working day but before 12 midnight as this will be treated as "death while in service".
- h. In the case of missing employees, payment can be made to the nominee/legal heirs after expiry of a period of seven years following the month of disappearance of the subscriber on the production of proper proof of death or a Decree of the Court that the employee shall be presumed to be dead.
- i. The subscriber has put in at least five years of service as on the date of his death.

### **GROUP PERSONAL ACCIDENT INSURANCE SCHEME:**

All faculty members, and Staff are covered under this scheme. The premium is borne by the Institute. Below is the sum insured.

Sr. No.	Category	Sum Insured
01	Group A / Faculty members	30 Lacs
02	Group A / Manager	30 Lacs
03	Group B / Assistant Manager	25 Lacs
04	Group C / Executive	20 Lacs
05	Group D employees	15 Lacs

Besides the above sum insured, the policy will have coverage of weekly benefits, OPD/IPD expense in case of accident and children education benefit in case of death. These benefits will depend upon the benefits provided by the Insurance Company.

## GROUP MEDICLAIM INSURANCE SCHEME (EMPLOYEES POLICY)

The Institute has a tie up with the General Insurance Company for providing group medical insurance benefits for its employees under its Group Mediclaim Insurance Scheme. The scheme would cover all permanent and Tenure Based Scaled employees of the Institute and their spouses and up to two children. The rules governing the scheme are as follows:

1. Employees who are covered by this scheme have an option to continue in the scheme beyond retirement and till the age of 80 subject to the payment of annual premium as per the rate finalized by the Institute. After the demise of the retired employee, the spouse can continue in the scheme till he/she attains the age of 80.
2. The maximum annual ceiling per family for hospitalization and related expenses would be:

Faculty & Managers	Rs.5 lakh
Group B staff	Rs.4 lakh
Group C & D staff	Rs.3 lakh
3. The benefit of the scheme can be availed on payment basis when the employee is on leave without pay for a year or more.
4. With this scheme, the Institute would discontinue reimbursement of hospitalization expenses of employees and dependents who come under the ambit of this scheme.

The scheme is 'cashless' and expenses would be settled directly by the insurance company's third-party administrator, (TPA).
5. The TPA will provide cards to all employees and their dependents who are covered under this scheme.
6. Dependent children will cease to be members of the scheme as and when they attain the age of 25 or get married or get employed, whichever is earlier.
7. The TPA has many recognized hospitals in all major cities across the country. The Institute's medical officers will provide guidance on hospitals covered under the scheme.
8. Minimum 24 hours' hospitalization is a requirement for coverage under this scheme. 60 days' pre-hospitalization, as well as 90 days' post-hospitalization expenses, are covered under the scheme. The consulting fee/cost of medicine/laboratory charges etc. for the initial 60 days will be reimbursed by the TPA if the disease for which the expenses were incurred requires hospitalization of the patient.
9. However,
  - A. This 24-hour hospitalization requirement will not apply for the following treatments taken in the TPA recognised hospitals where the Insured is discharged on the same day.
    - Hemodialysis
    - Parenteral Chemotherapy
    - Radiotherapy
    - Eye Surgery
    - Lithotripsy (kidney stone removal)
    - Tonsillectomy
    - D & C
    - Dental surgery following an accident

- Hysterectomy
  - Coronary Angioplasty
  - Coronary Angiography
  - Surgery of Gall bladder, Pancreas and bile duct
  - Surgery of Hernia
  - Surgery of Hydrocele
  - Surgery of Prostate
  - Gastrointestinal Surgery
  - Genital Surgery
  - Surgery of Nose
  - Surgery of Throat
  - Surgery of Appendix
  - Surgery of Urinary System
  - Treatment of fractures / dislocation excluding hair line fracture, Contracture releases and minor reconstructive procedures of limbs which otherwise require hospitalization.
  - Arthroscopic Knee surgery
  - Laparoscopic therapeutic surgeries
  - Any surgery under General Anesthesia
  - Or any such disease/procedure agreed by TPA/Company before treatment
- (A) Further if the treatment/procedure/surgeries of above diseases are carried out in Networked specialised Day Care Centre which is fully equipped with advanced technology and specialised infrastructure where the Insured is discharged on the same day, the requirement of minimum beds will be overlooked provided the following conditions are met:
- i. The operation theatre is fully equipped for the surgical operation required in respect of sickness/ailment/ injury covered under the policy. Day care nursing staff is fully qualified.
  - ii. The doctors performing the surgery or procedure as well as post-operative attending doctors are also fully qualified for the specific surgery/procedure.
- (B) This condition of minimum 24 hours hospitalization is not applied provided:
- i. The treatment is such that it necessitates hospitalization and the procedure involves specialised infrastructural facilities available only in hospitals,
- BUT**
- Due to technological advances hospitalization is required for less than 24 hours.
- AND/OR**
- Surgical procedure involved has to be done under General Anesthesia.
10. One can also go to a hospital of one's choice provided the hospital is at least a 10-bedded hospital and is registered with the local authorities. The bills for expenses incurred may be sent to the TPA for reimbursement of the expenses through the Institute. The bills are normally settled within 30 days. The claim intimation should be sent to Dispensary within 07 days.



11. The GMIS policy will not cover the expenses related to Maternity.
12. Some Hospitals are not covered under Medi-claim (Health) Policies being serviced by the public sector Non-Life Insurance Co. Ltd. (TPA & Non TPA Policies), the list is available with HR department
13. TPA has fixed up a capping for different diseases in consultation with hospitals, which is reproduced below:

Sr. No	Surgery	Maximum Limit Allow (Per Illness in INR)
1	Cataract (Per Eye)	30000 per Eye
2	Hysterectomy	70,000
3	Cholecystectomy	70,000
4	Angiography ( CAG )	20,000
5	Angioplasty (PTCA) Excluding Cost of "STENT". Cost of "STENT" on Actuals.	1,10,000
6	Coronary Artery Bypass ( CABG )	1,80,000
7	THR	2,30,000
8	TKR	2,50,000
9	Appendicectomy	60,000
10	Piles/Haemorrhoidectomy	50,000
11	Hernia – Any type	60,000
12	Fistulectomy	50,000
13	Prostate removal ( TURP / Laser )	80,000
14	Lithotripsy ( ESWL )	30,000
15	PCNL ( Unilateral )	70,000
16	URS	60,000

14. The below list of advanced treatments are covered in GMIS policy with 50% co-payment
  1. Uterine Artery Embolization and HIFU (High density focused ultrasound)
  2. Balloon Sinuplasty
  3. Deep Brain stimulation
  4. Oral chemotherapy
  5. Immunotherapy- Monoclonal Antibody to be given as injection
  6. Intravitreal injections
  7. Robotic surgeries
  8. Stereotactic radio surgeries
  9. Bronchial Thermoplasty
  10. Vaporization of the prostate (Green laser treatment or holmium laser treatment)IONM – (Intra Operative Neuro Monitoring)
  11. Stem cell therapy: Hematopoietic stem cells for bone marrow transplant for hematological conditions to be covered.

## GROUP MEDICLAIM INSURANCE SCHEME (PARENTS POLICY)

The Institute has a tie up with the General Insurance Company for providing group medical insurance benefits for parents of employees under its Group Mediclaim Insurance Scheme. The scheme would cover dependent parents of all permanent and Tenure Based Scaled employees of the Institute. The rules governing the scheme are as follows:

1. Employees will have option to cover their non-dependant parents in the policy on payment basis. The premium will be deducted from the salary of the employee in equal installments.
2. The maximum annual ceiling per family for hospitalization and related expenses would be:  
Faculty, Managers & Group B Staff                      Rs.2 lakh  
Group C & D staff    Rs.1 lakh
3. The benefit of the scheme can be availed on payment basis when the employee is on leave without pay for a year or more.
4. All other terms and conditions will remain the same as per GMIS policy for employees.

## ADDITIONAL TOP-UP GROUP MEDICLAIM INSURANCE SCHEME (EMPLOYEE'S POLICY)

Institute has introduced the additional top-up group mediclaim insurance scheme, which any faculty or staff member can opt. The individual can opt for following coverage:

Group	Existing Coverage under GMIS (In Rs.)	Additional Top-up coverage (In Rs.)
Group A	500000	300000
		500000
		1000000
Group B	400000	300000
		500000
		1000000
Group C	300000	300000
		500000
		1000000
Group D	300000	300000
		500000
		1000000

Following are the features of additional top-up coverage:

1. The entire additional premium has to be paid by the employee. It will be deducted in two equal instalments.
2. The additional top-up coverage will be triggered once the existing coverage is exhausted.
3. It will have the same terms and conditions as per the existing policy.
4. The additional top-up coverage will be extended only to family members covered under the existing mediclaim policy.
5. Wherever there is a cap in existing policy for any illness, it will continue.
6. Wherever the coverage amount depends on the sum insured, it will be on existing coverage (For e.g. cap on room rent is 1.5% of sum insured. Here sum insured will be the existing sum insured).
7. The TPA for claim settlement for additional top-up coverage will be as agreed between the Insurance company and the Institute.

## ADDITIONAL TOP-UP GROUP MEDICLAIM INSURANCE SCHEME (PARENT'S POLICY)

Institute has introduced the additional top-up on the base policy for parents, which any faculty or staff member can opt for their parents. The individual can opt for following coverage:

Group	Existing Coverage under GMIS (In Rs.)	Additional Top-up coverage (In Rs.)
Faculty/Group A & B	200000	300000
		500000
		1000000
Group C & D	100000	300000
		500000
		1000000

Following are the features of additional top-up coverage:

1. The entire additional premium has to be paid by the employee. It will be deducted in two equal instalments.
2. The additional top-up coverage will be triggered once the existing coverage is exhausted.
3. It will have the same terms and condition as per the existing policy.
4. The additional top-up coverage will be extended only to family members covered under the existing mediclaim policy.
5. Wherever there is a cap in existing policy for any illness, it will continue.
6. Wherever the coverage amount depends on the sum insured, it will be on existing coverage (For eg. cap on room rent is 1.5% of sum insured. Here sum insured will be the existing sum insured).
7. The TPA for claim settlement for additional top-up coverage will be as agreed between the Insurance company and the Institute.

## GROUP TERM INSURANCE POLICY

To support dependent family members in case of untimely death of the employee, the Institute has introduced a Term Policy for all the permanent employees as per below coverage:

Sr. No.	Category	Sum Insured
1	Faculty Members	1 Cr.
2	Group A	75 Lacs
3	Group B	50 Lacs
4	Group C	35 Lacs
5	Group D	25 Lacs

The term policy will be through one of the leading Life Insurance Company with a validity of 1 year. It will be renewed from time to time. The Institute will pay the premium.

The policy will be valid until the employee is working in the Institute. Therefore, in the case of retirement or resignation the term policy will end.

The coverage of the term policy will be in addition to the GSLIS policy under which those employees who joined on or before July 31, 2014 are covered.

# MEDICAL FACILITY

## 1. MEDICAL FACILITIES ON THE CAMPUS

1.1 The Institute has its dispensary on campus which provides medical facilities to its employees. In all situations needing medical attention, the initiative for appropriate medical treatment shall be with the employee or his/her dependent family members. The institute's involvement is mainly to facilitate medical treatment.

1.2 The Institute's dispensary timings are as follows:

Monday to Friday (MBBS)	08:00 AM to 5:45 PM	
Saturday and Sundays(MBBS)	09:00 AM to 11:00 AM	
Public Holidays	Closed	
Gynaecologists	Tuesday	4:00 PM to 5:00 PM
	Thursday	5:00 PM to 6:00 PM
	Friday	4:00 PM to 5:00 PM
	Saturday	9:30 AM to 10:30 AM
Nephrologist and Hypertension Specialist	Tuesday Evening	By Appointment

During Vacation days

Monday to Friday	09.00 AM to 05.00 PM
Saturday	09.00 AM to 11.00 AM
Sunday & Public Holidays	Closed

- 1.3 If the nature of the illness is such that an employee or his dependent family member is unable to visit the dispensary, the doctors can be called at home.
- 1.4 Doctors may also refer a patient to a hospital or to an expert if the situation so warrants.
- 1.5 The medical expense which are not covered under Institute's Group Medical Insurance Scheme will be reimbursed by the Institute, subject to the Institute's norms.
- 1.6 The employee or his dependent family member can also take treatment in any of the empaneled hospital.

2	GYNECOLOGIST	<a href="#">Dr.Chaitasi Shah</a>	Shreem Maternity Clinic Opp.Vivaan Hospital,Beside Indus Bank,Mansi Circle Vastrapur	Vastrapur	9662022070 26747064	11 to 1pm 6.30 to 8pm
3	GYNECOLOGIST	<a href="#">Dr. Bindu Shah</a>	Sarla Nursing Home Nehrunagar Char Rasta, near Panch Mahadev Mandir, SM Road Ahmedabad.	Nehrunagar	9825303037 26302460, 26300775	
1	UROLOGIST	<a href="#">Dr.Kartik J.Shah</a>	Rinon Urosurgical Hospital 203,Sigma icon-1 Opp.Medilink Hospital Nr.Shyamal Cross road 132ft Ring road,Satallite Ahmedabad-15	Satallite	6355493429 48990203	12pm to 2pm 6.30To 8.30pm

## 2. MEDICAL EMERGENCIES

- 2.1 In a medical emergency where Institute doctors could not be contacted, an employee can consult any of the doctors identified for the purpose or doctor of his/her choice. The employee should report such cases to the Institute doctor the very next day and be guided by his/her advice.
- 2.2 The Institute vehicle, if available, can be utilized for taking a patient to a hospital in medical emergencies.
- 2.3 Medicines prescribed by Institute doctors or against prescriptions by other doctors duly countersigned by an Institute doctor can be bought without cash payment from the chemist identified by the Institute.

## 3. REIMBURSEMENT OF MEDICINES

- 3.1 Only medicines which are not included in the government of India's list of inadmissible medicines will be reimbursed. Ayurvedic medicines will be reimbursed, provided they are prescribed by the RMO of the Akhandanand Ayurvedic hospital and purchased preferably from Ayurvedic Bhavan, Opp. Income Tax Office, Ahmedabad or from the shops suggested by the RMO. For reimbursement of medical expenses, the employees are required to submit their claims in the prescribed form, with all the details including cash memos, prescriptions etc. and duly certified by the Institute doctor or by RMO of Civil/s/ Akhandanand Ayurvedic Hospital, as the case may be.
- 3.2 Payments are made on a monthly basis.

## 4. REIMBURSEMENT OF CONSULTANCY FEES:

- 4.1 The revised consultancy fees and rates are as follows:

Sr. No	Name	Rate
1	Consultation	600
2	Follow up	400
3	ECG	225
4	TMT	2000
5	Echo	2000

Sr. No	Name	Rate
6	Super Specialist	1000
7	Super Specialist Follow Up	800
8	Sonography	1200

Sr. No	Investigation/Procedure	Reimbursement Rate
1	X-Ray (Chest)	400
2	USG – (Any part)	1200
3	Mammography	
	X-Ray	400
	USG	1200
	MRI	3500
4	CT Scan	
	Without Contrast	2000
	With Contrast	4000
5	MRI	
	Without Contrast	3500
	With Contrast	5000
6	Physiotherapy	
	Basic (Per day)	100
	Advance (Per day)	200

4.2 The Institute has arranged a cashless facility for pathology services on-campus with Neuberg Supratech Diagnostics Centre. The services will be cashless for faculty, staff and their dependent family members whereas for others it will be on a direct payment basis.

For services outside the campus, in addition to above the phlebotomist visiting charges will be applicable. The phlebotomist is available at the dispensary from 8:00 a.m. to 8:00 p.m. during weekdays for sample collection and providing the report/s.

## 5. MEDICAL FACILITIES WHEN EMPLOYEES OPT FOR INDIAN SYSTEM OF MEDICINES AND HOMEOPATHY

The Institute will follow the guidelines given below:

- 5.1 The employees of the Institute may opt for treatment under the Indian system of medicines but only through Government/Municipal hospitals and dispensaries.
- 5.2 When an employee or his/her dependent is suffering from a disease for a prolonged period and has been advised treatment under Ayurveda/ Siddha/Unani he should write to the Chief Administrative Officer, who may in turn request the Institute Medical Officer for a proper evaluation of the case and advice. The Medical Officer may allow the request and also advise the Chief Administrative Officer accordingly.

- 5.3 Employees will be allowed to pursue one system of medicine at any point in time.
- 5.4 Employees who are allowed to opt for the Indian system of medicine have to consult doctors located in Ahmedabad who are preferably attached to the Civil Hospital/ VS Hospital/ Akhandanand/any Trust hospital. In case doctors attached to these hospitals are not available, employees can consult registered medical practitioners of such a system. In case such doctors are not available in Ahmedabad, employees may opt to consult doctors of their own choice with the permission of the CAO.
- 5.5 Reimbursement of consulting fee of such doctors will not exceed the reimbursement fixed for allopathic doctors.
- 5.6 Medicines prescribed by doctors should be purchased from Ahmedabad only. Cash memos should be supported by a Certificate from the shop giving the name of the manufacturer and the price list of the manufacturer. The cost of non-reimbursable medicines will be borne by the employee.
- 5.7 Doctors in attendance of the Indian system of medicine should issue a certificate specifying the medical problem of the employee and the medication prescribed for the disease.
- 5.8 If the consultation and purchase of medicine are made outside Ahmedabad, the Institute doctor, subject to provision contained in para (7) will certify for reimbursement. In case it is done in Ahmedabad, the Medical Officer in Attendance will certify the reimbursement claim, along with his own certificate.



## NOTES

1. The bill should be certified by the civil surgeon of Civil Hospital, Ahmedabad; R.M.O. of V.S. Hospital, Ahmedabad; or any other doctor authorised by these hospitals for the purpose, who is not an honorary doctor; or the Institute doctor.
2. Only the cost of medicines not included in the list of inadmissible medicines as prescribed by the Government of India from time to time would be reimbursed by the institute.
3. Medical expenses incurred by the members or their families in Govt. hospital outside Ahmedabad are also reimbursable provided the request for reimbursement is accompanied with a certificate from the hospital that the treatment was taken there. Such certificate should not have been issued by an honorary doctor.
4. Medical expenses incurred under the Ayurvedic/Homeopathic systems are reimbursable, only if the treatment is taken in a recognised hospital and the expenses are certified by the authorised doctor of such hospital. Only the cost of medicines allowed under the Central Govt. Medical Attendance Rules, will be reimbursed.
5. Diet charges are not reimbursable.
6. Cash memos should be countersigned by the doctor signing the certificate.
7. Prescription should be shown to the Institute Doctor on demand and should as far as possible be attached to the bill.
8. Medical expenses must be claimed within six months of incurring them.

## CHAPTER 11

# ALLOWANCE & BENEFITS

### DOMESTIC TRAVEL

#### SANCTION

A prior sanction is required for any travel (crossing the city limits while on duty). The sanctioning authorities are as follows:

Travel By	Sanctioning Authority
1. Faculty	: Director/Dean
2. RA/ AA	: 1) Project Coordinator/Faculty/ Area Chair with whom the staff works & 2) Dean (P) for AA/Dean (F) for RA
3. Administrative Staff	: 1) Head of the Department & 2) Chief Administrative Officer & 3) Director for international travel

- For obtaining travel sanction, a travel request form is prescribed (in pink colour for Faculty & Administrative Staff and in yellow colour for Research Staff).
- Any deviation in proposed travel plan concerning Dates / Mode of Travel / Class of Travel / Stay / Head of Account etc. requires a revised travel sanction by the same sanctioning authority.
- In the absence of travel request form duly approved by sanctioning authority, no travel claim including air booking / train booking by agencies will be allowed.

#### MODE AND CLASS OF TRAVEL

Designation	Air	Rail	Road
Faculty	Economy Class	AC 1-class	Taxi / Autorickshaw /Public Bus including AC Bus
Officers and above	--do--	AC 1-class	--do--
Supervisory Staff	--do--	AC 2-tier class	--do--
Below Supervisory Staff & AAs / RAs	NA	First class/ AC 3-tier/ AC Chair Car	Autorickshaw /Any public bus except AC Bus

- In the case of road travel between places connected by rail, travel by any means of public transport is allowed, provided the total fare does not exceed the train fare by the entitled class.
- In case travel by own car prior approval by the sanctioning authority of travel by road using own vehicle is required and the rate of reimbursement per kilometer travel would be as per the prevailing rates approved by the Institute. If a person travels by own car without prior approval in the travel request form, then the entitled class rail fare for the said travel will be reimbursed.
- If a person travels by a higher class (without prior approval in the travel request form) than the one for which he/she is eligible, will be reimbursed only fare for the entitled class.

### DAILY ALLOWANCE (D.A.)

Designation	Entitlement for Actual claims supported by Bills/ Receipts			Rates of D.A. without actual bills / receipts**
	Hotel Accommodation* per day (Rs.)	Food# Bill per day (Rs.)	Total Actuals (Hotel+Food) (Rs.)	
Faculty	10,000	2,500	12,500	2,500
Officers and above	7,500	1,875	9,375	1,875
Supervisory Staff	5,000	1,250	6,250	1,250
Below Supervisory Staff & AAs / RAs	3,000	750	3,750	750

\* Hotel accommodation includes incidentals like laundry, telephone, internet, Wi-Fi or any other facilities used at hotel.

# Payment for tips and hard drinks are not reimbursable.

\*\* This is the upper limit. The amount spent is to be certified and claimed. No bills required.

In case the actual expenditure exceeds the approved limits as above, a special sanction is required as follows:

	Upto 50% of excess exp.	More than 50% of excess exp.
Faculty / RA / AA	Dean (Programmes/Faculty)	Director
Administrative Staff	CAO	Director

### DAILY ALLOWANCE WITHOUT BILLS / RECEIPTS

Daily Allowance (without bills / receipts) will be admissible only if there is no claim towards actual for hotel or food. Rate of D.A. without bills / receipts will be calculated as follows for the date of departure from / arrival to Ahmedabad:

Departure	Eligible D.A.
Forenoon	Full
Afternoon	Half
Arrival	Eligible D.A.
Forenoon	Half
Afternoon	Full

## CONVEYANCE

For local travel on official duty, the conveyance will be reimbursed on actual basis.

## SUBMISSION OF CLAIM

The claim for reimbursement of travel expenses incurred has to be submitted within three months from the last date of return journey failing which the amount of advance shall be recovered from the salary. If the claim is not submitted within three months, then the same will require approval from the travel request sanctioning authority.

## PROOF OF TRAVEL TO BE SUBMITTED

Mode of Travel	Requirement
By air	Boarding pass (if tickets are purchased by self) & air-ticket
By train	Train ticket/ticket no., train no., class of travel
By public transport	Ticket

In case of air/rail booking through Institute's travel agents, the bills must be forwarded through the Transport Department. No bills should be forwarded by the faculty or employees directly.

The following charges in respect of travel are reimbursable:

- Reservation charges for seat/sleeper berth.
- Tatkal Seva charges.
- Internet / e-ticketing charges for the tickets booked through the website of Indian Railways.
- Agency charges by the Traveller's service agents recognised by the Zonal Railways are reimbursable.
- Cancellation charges are reimbursable for official journeys, if done for official reasons.
- Expenses other than hotel, food and conveyance, would require approval from the travel sanctioning authority.
- If the hotel bill shows no. of pax to be more than one or a twin sharing or a double bedroom (with double occupancy):
  - The person has to certify that there was an official guest accompanying OR
  - Single occupancy (single bed room) tariff certified by the hotel will be reimbursed
- OR
- 50 % of the actual amount will be allowed
- If food bills mentions sharing or no. of pax to be more than one, either 50% of the amount will be allowed or the person has to certify that he was accompanied by an official guest.
- No separate bill for room service will be entertained. All services at hotel need to be included in the hotel bill. The bill for room service or restaurant, even if included in the hotel bill needs to have a detailed bill attached, else the same will not be paid.

- If the booking of the hotel is made through online booking sites or travel agents, proof of payment made by the claimant is required.
- The bills having ink which fades away must be submitted along with their photocopies.

### **PAYMENT BY CLIENT OF TA / DA CLAIMS IN EXCESS OF APPROVED RATES:**

- In case of Projects / Programmes where the client agrees to pay actual expenditure by business class for air travel (for faculty) and on TA / DA in excess of the limit prescribed under these rules, the same can be charged to the project/programme budget that has been approved by the Director. This deviation from Institute practices/ rules need to have specific mention in the budget approved by the Director, and also in the travel request form approved by the Director.

### **INTERNATIONAL TRAVEL**

- Prior sanction of the Director is must for all the international travels.

Mode of Travel	Class of Travel
Air (less than 6 hours of travel)	Economy Class
Air (6 hours or more)	Business Class for faculty* Economy Class for others

**\*Ticket needs to be booked at least one month in advance and routed through Dean (Faculty)**

- **Per diem**

Per diem as per UNDP rates approved by the Director from time to time will be paid for the days of actual stay.

In case of stay in two cities on the same day, per diem of the later city will be allowed for the full day.

Particulars	Eligible % of per diem
Incidental (without any bills / receipts / claims)	20%
If bills are submitted for actual expenses on boarding <sup>1</sup> & lodging <sup>2</sup>	80% or actual, whichever is lower and 20% (incidental)
If no claim for boarding & lodging submitted	20% with bills and 20% (incidental)
If only boarding is claimed	50% with bills and 20% (incidental)
If only lodging is claimed	30% with bills and 20% (incidental)
If boarding & lodging, both are sponsored	20% incidental only

<sup>1</sup> Boarding here means accommodation, laundry, etc. <sup>2</sup> Lodging here means meals

- **Journey Allowance**

While travelling abroad, for journeys up to 12 hours, an allowance of US\$50 (one way) and for journeys more than 12 hours, an allowance of US\$100 (one way) will be paid as journey allowance. This is in addition to the per diem for actual stay. Since the journey allowance is being paid, no expenses during transit to airport, at the airports or in airlines will be reimbursed.

- **Other Expenses (on actual basis)**
  - Visa charges
  - Medical Insurance
  - Local Conveyance
- Accounts Office will admit only those expenses which are claimed explicitly in the Travel Claim Form.
- Expenses other than lodging, boarding and conveyance are included in the incidentals.
- If hotel bill shows no. of pax to be more than one or a twin sharing or a double bedroom:
  - The person has to certify that there was an official guest accompanying OR
  - Single occupancy (single bedroom) tariff certified by the hotel will be reimbursed

OR

  - 50 % of the actual amount will be allowed
- If food bills mention sharing or no. of pax to be more than one, either 50% of the amount will be allowed or the person has to certify that he was accompanied by an official guest.
- If the booking of hotel is made through online booking sites or travel agents, proof of payment made by the claimant is required.
- The claims must be submitted with the classification of expenditure under the heads – lodging, boarding, travel along with dates.

## LEAVE TRAVEL CONCESSION

- a) Leave Travel Concession is admissible to any employee of the Institute with one year of continuous service on the date of journey and his/her family for journey performed by self or by the family as the case may be. The concession is admissible once in a period of two calendar years for visiting home town or once in a period of four years for visiting a place anywhere in India to be specified before availing of the concession on each occasion. The block years for the purpose of this calculation shall be calendar years 2022-2025 and so on.
- b) The employees and their families, who are unable to avail themselves of the concession in a block of two or four years, maybe permitted to avail of the concession before the end of the first year of the next block of two or four years. In the event of the return journey falling in the succeeding calendar year, the concession should be counted against the year in which the outward journey commenced.
- c) Home town means the permanent home town as given in the applications of the employees or such other place as declared by them supported by reasons such as ownership of immovable property, permanent residence of near relatives. The declaration of home town once made shall be treated final but in exceptional case the Institute may allow one change during the career of an employee on the individual merits of the case.
- d) "Family" for the purpose of leave travel concession means an employee's wife or husband, as the case may be, two surviving unmarried children or stepchildren wholly dependent on the employee, irrespective of whether they are residing with the employee or not. In addition, it also includes parents and/or, stepparents (stepfather and stepmother), unmarried sisters,

unmarried minor brothers and married daughters who have been divorced, abandoned or separated from their husbands and widowed daughters who are residing with and wholly dependent on the employee. Widowed sisters are also included, if residing with and wholly dependent upon the employee (provided their father is either not alive or is himself dependent on the employee).

- e) The restriction of the concession to only two surviving children as indicated above shall not be applicable in respect of (i) those employees who already have more than two children prior to 20-10-1998 (ii) where the number of children exceeds two as a result of second child birth resulting in multiple births.-
- f) Children of sisters who are divorced, abandoned, separated from their husbands or widowed are not included in the term "Family".
- g) A member of the family whose income from all sources, does not exceed the amount of minimum family pension prescribed (i.e. Rs. 9000 p.m.) and Dearness Relief thereon is deemed to be dependent on the employee
- h) Condition of dependency not applicable on the husband and wife. Husband and wife is one unit for purpose of LTC and hence the condition of dependency is not applicable.
- i) Not more than one wife is included in the term "family" for the purpose of leave travel concession.
- j) In respect of places which are not connected by rail, the employees may travel by steamer/air where an alternative means of travel is either not available or is more expensive. In such cases, the Institute bears the same proportion of cost as in the case of rail journeys.
- k) The liability of the Institute for the cost of railway fare between Ahmedabad and the home town or a specified place other than the home town is limited to the share of the fare by the shortest route calculated on a through ticket basis.
- l) The concession is restricted to journeys within India.
- m) The concession is admissible only in the case of journeys performed by the employee during regular leave or casual leave as the case may be, irrespective of their duration. In the case of the faculty, vacation is treated as leave for the purpose of this concession. The condition of leave shall not apply to the journeys performed by the members of the families of the employees. The concession is not admissible to an employee who proceeds on regular leave and then resigns the job without returning to duty.
- n) **Entitlements of a fresh recruit** : Fresh recruits are allowed to travel to their home town along with their families on three occasions in a block of four years and to any place in India on the fourth occasion. The facility is available for the first two blocks of four years after joining the service for the first time.
  - (i) The first two blocks of four years will apply with reference to the initial date of joining. The first two blocks of four years will be personal to them. On completion of eight years, they will be treated at par with other regular employees.
  - (ii) No carry over of LTC is allowed for a fresh recruit. A fresh recruit whose hometown and headquarters are same cannot avail LTC.



o) **Instructions on booking of tickets in respect of Leave Travel Concession (LTC):**

- (i) In all cases of air travel in respect of LTC, air tickets can be booked by employees themselves or through the Travel Centre.
- (ii) Employees are encouraged to book flight tickets at least 21 days prior to the intended date of travel on LTC, to avail the most competitive fares and minimize burden on the Institute.
- (iii) Employees will have to choose a flight having the Best Available Fare on their entitled travel class which is the Cheapest Fare available, preferably for Non-stop flight in a given slot, mentioned below, at the time of booking.
  - (a) On the day of travel in the desired 3 hours' slot of following time band - 00:00 hours to 03:00 hours, 03:00 hours to 06:00 hours, 06:00 hours to 09:00 hours, 09:00 hours to 12:00 hours, 12:00 hours to 15:00 hours, 15:00 hours to 18:00 hours, 18:00 hours to 21:00 hours, 21:00 hours to 24:00 hours.
  - (b) With provision of optimizing within a 10 % price band, for convenience and comfort.
- (iv) In case of self-booking, the employees will have to retain the print-out of the concerned webpage of the airlines having flight and fare details for the purpose of the settlement of the LTC claims; and if the flight tickets are booked by the Travel Centre, the employee should instruct the Travel centre to send the webpage having flight and fare details along with the air tickets for the purpose of settlement of the LTC claims.

**If an employee books a flight of their convenience through self-booking or through the Travel Centre other than the clauses mentioned above, the difference of airfare would be borne by the employee.**

- p) The employee should inform the designated personnel in the accounts department before undertaking journey for which the concession under this scheme is claimed. They should produce evidence of their having actually performed the journey as claimed by them.
- q) To enable the employees to avail of the concession, they may be granted an advance limited to 90% of the estimated amount which the Institute would have to reimburse in respect of the cost of journey both ways to the home town or any specified place and back. Where the employees and members of the family avail themselves of the concession separately, the advance also may be drawn separately. The advance shall have to be refunded if the outward journey is not commenced within 60 days of the grant of advance.
- r) The time-limit for drawal of LTC advance is 125 days ( i.e. 4 months and 5 days ) in case of journey by train.
- s) When advance is taken, the claim should be settled within one month from the date of return journey.
- t) When no advance is taken, claim should be submitted within three months from the completion of return journey. Otherwise, the claim will be forfeited.
- u) In the case of the tickets for air travel booked by the Institute's travel agent, there is no need to submit boarding passes for any travel undertaken for which the travel expenses are settled by the Institute. In all other cases, boarding pass need to be submitted for settling the account.

- v) Employees and family as independent units : The family members need not accompany the employees or even travel in the same calendar year in which the employee travels. The members of the family of an employee may either travel together or separately in different groups as may be convenient to them. Where they travel in different groups, at different times, reimbursement of expenditure may be allowed in respect of each group, provided the journey is performed during the currency of the block in respect of which the first group performed its journey. The return journey of each group must be completed within six months from the date of commencement of the outward journey by that group.
- w) Entitlements for travel in LTC effective from July 01,2017

Pay Level in Pay Matrix	Travel Entitlements
12 and above	Economy class by air or AC I Class by train
9 to 11	Economy class by air or AC 2nd Class / Chair Car by train
6 to 8	AC 2 <sup>nd</sup> Class /Chair Car by train
5 and below	AC 3 <sup>rd</sup> Class/Chair car by train

## RELOCATION CHARGES

A newly joined staff member whether Permanent or TBSC joining the Institute from outside Ahmedabad will be reimbursed relocation expenses as per the below table or the actual cost whichever is less, as relocation charges on the production of vouchers, provided no other agency in India bears the cost. In addition to this, they can also reimburse travel expense of spouse and children as per norms.

Sr.	Group	Relocation Expense	Mode of travel for self, spouse and children
01	Group A	Up to Rs. 40,000	As per Institute policy for domestic travel.
02	Group B	Up to Rs. 30,000	
03	Group C	Up to Rs. 20,000	

Also, the staff who leaves the institute within one year, the entire amount paid for relocation will be recovered.

## ANNUAL DEVELOPMENT ALLOWANCE

The rates of Annual Development Allowance are as follows:

Officers ( Level 12 & Above)	Rs. 50,000
Officers ( Level 10 & 11)	Rs. 36,000
Supervisors ( Level 8 & 9)	Rs. 24,000
Supervisors ( Level 6 & 7)	Rs. 18,000

The Officers/Supervisors can use this allowance to purchase books, subscribe to professional journals, purchase periodicals including newspapers, payment of required fees for professional courses/fee for higher education, purchase of computers and software, purchase of laptop, high end mobiles which provide data and email connectivity, purchase of netbooks and devices equivalent to iPad which would enhance their effectiveness at work. Mobile Accessories (

Headphones, Charger, Power back, Toughened cover, Cover etc.) /Repairs. For Group A employees who are staying off-campus, can claim the internet charges above Rs. 250 (which is reimbursable) from the annual development allowance.

The balance amount from current year can be carried forward to the next year. To be able to purchase costly items, which exceeds the current balance, advance up to one year's entitlement can be used. Such an advance would be adjusted in the following year.

An officer/supervisor who joins, retires, or resigns during the year will be entitled for pro- rata allowance.

### **INCENTIVE FOR ACQUIRING HIGHER QUALIFICATION FOR GROUP B/C/D EMPLOYEES**

Institute grants one- time opportunity cost of investing in acquiring higher qualification by the employees. The following one-time lump-sum rates as incentive for acquiring fresh higher qualification shall be permissible for courses in fields that are directly related to the employee's job :

Sl.No.	Qualification	Amount ( Rs.)
1.	Ph.D. or equivalent	30,000
2.	PG Degree/Diploma of duration more than one year, or equivalent	25,000
3.	PG Degree/Diploma of duration one year or less, or equivalent	20,000
4.	Degree/Diploma of duration more than three years, or equivalent.	15,000
5.	Degree/Diploma of duration three years or less or equivalent.	10,000

The grant of incentive in respect of above qualifications will be subject to fulfilment of the criteria laid down below.

The criteria/guidelines for granting incentive for acquiring fresh higher qualifications are as under :

1. The incentive will not be available for the qualifications which are laid down as essential or desirable qualifications in the recruitment rules for the post.
2. No incentive shall be allowed for acquiring higher qualification purely on academic or literary subjects. The acquisition of the qualification should be directly related to the functions of the post held by him/her, or to the functions to be performed in the next higher post. There should be direct nexus between the functions of the post and the qualification acquired and that it should contribute to the efficiency of the employee.
3. The quantum of incentive will be uniform for all groups from B to D, irrespective of their Classification or grade or the department.
4. The incentive shall not be admissible where the employee is sponsored by the institute, or he/she avails study leave for acquiring the qualification.
5. The incentive would be given only for higher qualification acquired after induction into service.
6. No incentive would be admissible if an appointment is made in relaxation of the educational

qualification. No incentive would be admissible if employee acquires the requisite qualification for such appointment at a later date.

7. The qualifications meriting grant of incentive should be recognized by University Grants Commission, respective regulatory bodies like AICTE, Medical Council of India, etc. set up by Central/State Government or recognized by the Government.
8. The incentive shall be limited to maximum two times in an employee's career, with a minimum gap of two years between successive grants.
9. The incentive will be admissible for above qualifications acquired on or after 01.07.2017.
10. The employee should prefer the claim within six months from the date of acquisition of the higher qualification from henceforth.
11. Employees, who have acquired the fresh higher qualification on or after 01.07.2017 till the date of issuance of this announcement, may also claim these incentives within six months from the date of issuance of this OM.
12. Employees will have to duly fill the attached form along with copy of the certificates to HR Office for claiming the incentive for achieving higher qualification.
13. Department heads/ Supervisors are requested to inform about these recommendations to Group D employees.

The grant of incentive for the qualifications listed above shall be considered by HR Office after ensuring that criteria given above are fulfilled.

## **PURCHASE OF MOBILE PHONES AND MONTHLY USAGE LIMIT FOR VARIOUS CADRES**

Cadre	Eligible Amount	Monthly Usage (Excluding Tax)
Managers	up to Rs. 15000	up to Rs. 500
Assistant Manager	up to Rs. 9000	up to Rs. 300
Executive	up to Rs. 5000	up to Rs. 250
Other Staff	up to Rs. 2500	up to Rs. 150

1. Employees are allowed to buy mobile phones above the eligible limit. Institute will reimburse up to the eligible limit only.
2. Executive and Group D employees have to take prior approval through their supervisor from CAO and Associate Vice President – HR respectively for mobile phone facility.
3. If the employee leaves the Institute within one, two or three years, then 100%, 50% and 25% respectively cost of the reimbursement made will be recovered.
4. The purchase of a new mobile phone will be allowed only after three years. In the case, if the mobile phone is broken/lost within three years' limit, then the expense of a repair or buying a new handset will be made by the employee.
5. On completion of three years of purchasing the mobile phone, the employee can apply for reimbursement of a new handset without submitting the old handset.
6. On retirement, the employee can keep the mobile phone even if 3 years are not completed. The amount, either 100% or 50% or 25% will be recovered from them.

7. Employee has to take SIM card provided by the Institute.
8. Institute will bear up to the monthly mobile usage limit. Any amount above the limit has to be paid by the employee.

### **CHILDREN EDUCATION ALLOWANCE**

1. The scheme will be known as 'Children Education Allowance Scheme'.
2. The Children Education Allowance is admissible only if the children study in the recognised school.
3. The monthly fixed amount for reimbursement of Children Education Allowance is Rs. 2,250 per child.
4. The amount of ceiling of hostel subsidy is Rs. 6750/- per month. To claim reimbursement of the Hostel Subsidy for an academic year, a certificate from the Head of Institution confirming that the child studied in the school will suffice, with additional requirements that the certificate should mention the amount of expenditure incurred by the employee towards lodging and boarding in the residential complex. In case such certificate cannot be obtained, self-attested copy of the report card and original fee receipts (including e-receipts) which should indicate the amount of expenditure incurred by the employee towards lodging and boarding in the residential complex can be produced for claiming Hostel Subsidy. The expenditure on boarding and lodging or the ceiling of Rs. 6750/- as mentioned above, whichever is lower, shall be paid to the employee as Hostel Subsidy.
5. The reimbursement of Children Education Allowance for Divyaang children of employees shall be payable at the double the normal rates of CEA prescribed above in clause (b) i.e. Rs. 4500/- per month (fixed).
6. The above rates/ceiling would be automatically raised by 25 % every time the Dearness Allowance on the revised pay structure goes by 50%.
7. Under this Scheme, one can avail the benefit up to a maximum of 2 children.
8. Hostel subsidy is applicable only in respect of the child studying in a residential educational institution located at least 50 kilometers from the residence of the employee.
9. The upper age limit for Divyaang children has been set at 22 years. In the case of other children, the age limit will be 20 years or till the time of passing 12th class whichever is earlier. There shall be no minimum age.
10. CEA is allowed in case of children studying through "Correspondence or Distance Learning" subject to other conditions laid down herein.
11. The CEA and Hostel Subsidy is admissible in respect of children studying from two classes before class one to 12th standard and also for the initial two years of a diploma/certificate course from Polytechnic/ITI/Engineering College, if the child pursues the course after passing 10th standard, and the employee has not been granted CEA/ Hostel Subsidy in respect of the child for studies in 11th and 12th standards.
12. The Children Education Allowance or hostel subsidy shall be applicable to the employee while he is on duty or is under suspension or is on leave (including extra ordinary leave). Provided that during any period which is treated as 'dies non' the employee will not be eligible for the CEA/Hostel subsidy for that period.

13. Reimbursement, as indicated above, will be applicable for expenditure on the education of school-going children only i.e., for children from nursery to twelfth class, including classes eleventh and twelfth held by junior colleges or schools affiliated to Universities or Boards of Education.
14. The reimbursement of Children Education Allowance shall have no connection with the performance of the child in his/her class. In other words, even if a child fails in a particular class, the reimbursement of Children Education Allowance shall be granted.
15. Under this scheme, reimbursement will be done once a year, after completion of the financial year.
16. In case the spouse of the Institute employee is a Government servant, only one of them can avail the reimbursement under the scheme subject to production of the certificate from the employer of the spouse that he is not claiming reimbursement under the scheme or in any other form.
17. Reimbursement can be made on the submission of the certificate issued by the Head of the Institution for the period/year for which claim has been preferred. The certificate should confirm that the child studied in the school during the previous academic year. In case such certificate cannot be obtained, self-attested copy of the report card or self-attested fee receipt (s) [including e-receipts] confirming/indicating that the fee deposited for the entire academic year can be produced as a supporting document to claim CEA.

The provisions are effective from July 1, 2017 onwards.

## UNIFORM & LIVERIES

The staff in Group-D/Drivers/Employees working in specific roles are provided liveries as per their eligibility criteria, as mentioned herein under:

Sr. No.	Item	No of Set/pair	Duration
1	Uniform	3 Sets	12 Months
2	Shoes	1 Pair	12 Months
3	Shock Proof Shoes (for technician)	1 Pair	12 Months
3	Rainy Sandal	1 Pair	12 Months
4	Summer Cap	2 Caps	12 Months
5	Socks Nylon	3 Pairs	12 Months
6	Woollen Uniform	1 Pair	24 Months
7	Rain Coat	1 Pair	24 Months

HR Department will submit a category and designation wise list of employee to Stores to enable them to procure the items and get them issued.

## WASHING ALLOWANCE

Washing allowance at the rate of Rs 90 per month is paid to Group D employees and to employees performing technical duties.

## EXTRA DUTY ALLOWANCE

Employees belonging to categories below the supervisory level can be paid Extra Duty Allowance as per the following criteria:

1. Weekly off, Public Holidays and leave taken by the concerned employee, are taken into account while arriving at the eligible hours.
2. Eligible hours = Working days x 8/3
3. Extra Duty Allowance cannot be claimed for 30 minutes immediately preceding or following the regular hours.
4. If an employee has worked for Extra Duty continuously for 8 or more hours, one hour will be deducted for lunch Break.
5. If the claimed hours are exceeding the eligible hours then CAO's sanction is required for the additional hours. In the absence of the same, only eligible hours will be considered.
6. Extra Duty Allowance can be sought to be paid for in cash or can be claimed as compensatory off. If the employee is willing to avail C/Off then it has to be availed within three months. The employee has to submit the C/Off report along with the Extra Duty statement. It is recommended to take compensatory off instead of cash.
7. Extra Duty statement for a particular month should reach the HR Department in the first week of the following month. The payment will be made on 10<sup>th</sup> of every month.
8. The rates for payment of Extra Duty Allowance are as below:

Pay Level	Rate per Hour
Level 1	Rs. 25/-
Level 2 and Level 3	Rs. 30/-
Level 4, 5 and Level 6	Rs. 35/-

## MESS FACILITY

1. Institute has mess facility available within the premises.
2. The lunch provided to the employee is at subsidised rates.
3. While a new staff member joins the Institute, the lunch on the first day is provided by the Institute as a complimentary lunch.
4. There is specially approved rate for casual diners (new joinee, trainees etc.) as announced by the Institute.
5. The Mess facility is maintained by the Mess Committee of the Institute.



# EMPLOYEES HOUSING – RULES & REGULATIONS

## HOUSES FOR STAFF

The following types of houses are available for staff housing:

Type III	Available for the employees in the Pay level of 11 and above. Total nine houses are available.
Type II	Available for the employees in the Pay Level 10. Total eight houses are available.
Type IIA	Available for the employees in the Pay Level 6 to 9. Total 20 houses are available.
Type I	Available for the employees in Group C in Pay Level 2 to 5. Total 40 houses are available.
Type S	Available for the employees in Group D. Total 55 houses are available.

Consideration for allotment in all the cases is seniority in the respective pay ranges.

## GENERAL CONDITIONS

- 01 Out of turn allotment may be made in exceptional situations if, in the judgement of the Director, institutional requirements so demand.
- 02 If a person does not accept the offer of a house, his/her name will be shifted to the bottom of the waiting list. Exceptions to this will be made with respect to the following cases.
  - i) When an institutional commitment has been made; for such a situation, institutional commitment will have priority over seniority in the waiting list.
  - ii) When the Institute decides to change over from one system to another and such a change involves marginal adjustments.
- 03 If a person goes on a leave of absence or on deputation for a period not exceeding one year, he/she can either retain the house for the period of his/her leave or can let the Institute use the house (full or part) during his/her absence. In the latter case, the person concerned will have the right to reoccupy the house when he/she returns.
- 04 If a person goes on leave for a period exceeding one year he/she will have to surrender the house to the Institute from the date the leave commences, but his/her seniority will be kept intact.
- 05 In every case, the allottee shall be deemed to be a licensee and not a tenant.
- 06 HR Department shall monitor the availability of faculty houses periodically and inform the faculty concerned accordingly.

- 07 The allottee will have to enter into an agreement with the Institute for the permissive use of the house allotted to him/her on a non-judicial stamp paper worth Rs. 300/-.
- 08 An employee, who becomes entitled to a higher category of house, will not be displaced from the house under occupation until alternative accommodation in the next category is made available.
- 09 An allottee, whether temporary or permanent or on Tenure Based Scaled Contract, shall cease to draw House Rent Allowance from the date of moving into the allotted house, or in case he/she does not accept the offer, and there is no other claimant for the house.
- 10 In addition to HRA, following license fees will be recovered from the employee:

Type of Houses	House Nos.	Living Area @ IIMA (SQMT)	Category as per GoI	License Fees INR
V	501 to 505	158.88	VI A	1840
IV (Old)	401 to 419 421 to 425	129.28	V A	1490
IV (New)	426 to 434	125.65		
III (Old)	301 to 320	129.28		
III (New)	III-1 to III-9	108.74		
Transit House (New)	T-21 to T-35	108.74		
Transit House (Old)	T-5 to T-20	86.38	IV (Sp.)	790
II	II-1 to II-8	86.38	IV (Sp.)	
II-A	201 to 220	65.24	IV	750
I	111 to 130 141 to 160	44.10	II	370
S	S-1 to S-55	21.75	I	180
Garages	Allotted parking to Type 500, 300, 400, T, III, II-A, I	--	--	50

- 11 If an allottee dies, the allotment shall be cancelled from the date of death. The Director will have the discretion to extend the period of retention of the house by the family of the deceased in appropriate cases for up to 4 months. During such occupation, the rent last paid by the deceased allottee will be payable to the Institute.
- 12 If an allottee retires or resigns or is dismissed or removed from service, the allotment shall be cancelled from the date of such retirement, resignation, dismissal or removal. The Director will have the discretion to extend the period of retention of the house in appropriate cases for up to 4 months, and on such terms and conditions, he deems fit.
- 13 An allottee who wants to vacate the residence shall give at least thirty days' notice in writing to the Institute. In the case of shorter notice, he will be charged rent for the number of days by which the notice falls short of 30 days.

- 14 An employee shall not sublet or transfer the residence allotted to him or her, or any portion thereof.
- 15 The allottee may accommodate guests in his/her house for a period not exceeding three months. For the period exceeding three months, specific approval of the Director needs to be obtained.
- 16 The liability for rent shall commence from the date of occupation of the residence.
- 17 The employee to whom the house is allotted shall be personally responsible for the rent thereof and for any damage beyond fair wear and tear caused thereto or to services provided therein during the period for which the house is under his/her occupation.
- 18 The employee to whom the house has been allotted shall take the possession of the house from the Maintenance/Engineering Office. Likewise, at the time of vacating the house, he/she shall hand over the house to the Maintenance/Engineering Office.
- 19 An allottee shall not use the house for any purpose except for residing with his/her family and shall maintain the premises and the compound, if any, attached thereto, in a clean and hygienic condition.
- 20 There shall be no improper use of any allotted house. For the purpose of this rule, 'improper use' shall include:
  - (a) Unauthorised addition to/or alteration of any part of the house or premises;
  - (b) using the house/premises or a portion thereof for purposes other than for strictly residential purposes;
  - (c) unauthorised extension from electricity and water supply and other service connections or tampering therewith; and
  - (d) using the house or any portion in such a way as to be a nuisance to, or as to offend others living on the campus, or using the house in such a way as to detract from the appearance of the campus.

Any improper use of a house could lead to a cancellation of the allotment. In case the residents use the house for any commercial activity, the allotment will be cancelled, and possession of the house will be taken over by the Institute forthwith.

- 21 The allottee shall personally be responsible for the loss of or any damage to, beyond fair wear & tear, the building-fixtures, furniture, sanitary fittings, electrical installations, fencing, etc. provided therein, during the period of his or her occupation of the house.
- 22 No cattle shall be kept in the house or in the compound of the house.
- 23 The allottee shall allow the estate staff of the Institute or the workers of authorised contractors to have access to the house at all reasonable hours to inspect the building, the water supply, sanitary or electricity installation, fixtures, and furniture and to carry out such normal repairs thereto as the Estate Supervisor may consider necessary for the proper maintenance of the house.
- 24 The allottee should see that no water is wasted by leakage in the water supply fittings or by careless or extravagant use by the occupants, and shall forthwith report to the maintenance staff any damage to or defect in the building, fixtures and fittings, electrical installations or fencing and gates for necessary action.

- 25 Any incidence of infectious disease in the house must immediately be reported to the Medical Officer/Chief Administrative Officer of the Institute, and all precautions must be taken to prevent the spread of the infection.
- 26 No inflammable material should be stored in the houses.
- 27 The allottee will be responsible for all residents of the house, including servants abiding by these rules.
- 28 The rent payable by an employee for any type of quarter occupied by him/her is decided by the Institute from time to time. There will be additional charges for actual electricity consumption and services like Conservancy, Water Supply, Road & Street Lighting and Government Educational Cess, Municipal Tax etc. These charges will be deducted from the salaries of the occupants each month.
- 29 On any question of interpretation of these rules, the Director's decision will be final.
- 30 The Director will have the authority to modify these rules at any time.
- 31 Houses shall be taken possession of from the engineering department and surrendered to the department upon vacating them.

Other conditions for allotment and use of the house shall be as laid down in the Housing Agreement (see Annex) to be executed with the Institute.

## **OCCUPATION OF CAMPUS HOUSE BEYOND DATE OF RETIREMENT**

The charges for overstay of employees is as follows:

Type of houses	Category	House Nos	Rate for Overstay INR
V	A+	501-505	30000
IV(OLD)	A+	401-419 421-425	24000
IV(NEW)	A+	426-434	24000
III(OLD)	A+	301-320	24000
III(NEW)	A	III-1 TO III-9	20000
TRANSIT HOUSE (NEW)	A+	T-21 TO T-35	20000
TRANSIT HOUSE (OLD)	A+	T-1 TO T-20	16000
II	A	II-1 TO II-8	12000
II-A	B	201-220	10000
I	C	111-130 141-160	6000
S-TYPE	D	S-1 TO S-55	3000

- 01 The telephone facility, if any provided in a house shall be withdrawn after two months of the occupant's retirement even if permission to retain the accommodation for a longer period is granted.
- 02 The retirement benefits such as gratuity, leave salary etc. would be paid to a superannuated employee only on vacating the Institute house if he/she was allotted one. The charges for overstay will be recovered from the retirement dues.
- 03 Looking into the overall interest of the Institute, the Director may use his discretion in these matters.
- 04 Retention of up to two months will be at normal licence fee.
- 05 The above charges will be reviewed as and when desired by the Institute.
- 06 No retention beyond six months will be allowed. If an employee continues to occupy an accommodation without official permission, measures like withdrawal of common facilities will be considered.
- 07 The Institute will write to the superannuating employees one year in advance about their impending retirement and the formalities they are supposed to complete for getting the retirement benefits like CPF/Pension/Gratuity etc. They may also be informed about the norms for keeping the campus accommodation beyond superannuation period in case they are occupying such houses. Employees who wish to stay in the Institute houses beyond the superannuation date should write to the CAO.
- 08 Looking into the overall interest of the Institute, Director may use his discretion in these matters.
- 09 In case of resignation/completion of the tenure for employees appointed on Tenure Based Scaled Contract, the charges for over stay after the last working day will be as per the table. This is subject to approval of the over stay by the competent authority.

### USE OF CAMPUS HOUSES FOR SOCIAL/RELIGIOUS PURPOSES

The Institute may allow the employees to use campus houses for social /religious purposes. The charges applicable for the use of the facility will be as follows

Sr. No.	Type of House	Charges per day
1.	Transit house III - series & above	1000
2.	II - series	500
3.	IIA - series	500
4.	I - series	300
5.	S - series	200

#### Policy and norms for use of the guest house

1. The guest house, if available, may be allotted to any faculty coming from another institute either from India or abroad for collaborative research or on sabbatical or any other purpose. The occupant will be charged an amount of Rs.10000/- month + actual charges for electricity/cable TV/ Telephone

2. After three months' occupant will bear charges for any refills that may be needed for the cooking gas/cylinder
3. If the occupant wishes to avail boarding facility at IMDC, they will be entitled for the same at the prevailing rates for guest coupons (for breakfast, lunch/dinner). The rates are discounted rates and coupons can be obtained by the occupant from reception, IMDC
4. In case any permanent and Tenure Based Scaled Contract employee desires to use these guest houses for family functions such as marriage, for a short duration, then an amount of Rs.2000-/ per day will be charged.

## HOUSING AGREEMENT

### Agreement for Permissive User

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ **Two Thousand and** \_\_\_\_\_ in favour of Indian Institute of Management, Ahmedabad (hereinafter called the “Employer”) by \_\_\_\_\_ (**Emp.ID: \_\_\_\_\_**) of Indian Institute of Management, Ahmedabad (hereinafter called the “Employee”).

Whereas the employer has employed the employee in the services on the post \_\_\_\_\_ from \_\_\_\_\_ whereas the employee has to discharge the duties of the employer in conformity with the rules of the Institute and whereas the nature of duties require that the employee should be in the vicinity of the employer’s Institute and whereas to facilitate such discharge of duties by the employee of the employer, the employee has requested for the permissive use of the premises belonging to the employer and more particularly described in the schedule hereunder written or any premises taken in exchange (hereinafter called the said premises) and the employer has agreed to do so.

It is hereby agreed by and between the parties as under:

1. That the employer has permitted use of the said premises to the employee to enable the employee to properly discharge his duties of his services with the employer while the said premises shall at all-time be deemed to be in possession and ownership of the employer.
2. That the employee is permitted only to make use of premises for the residence purposes and for such use he shall pay license fee as per rules framed by the Institute from time to time for being such permissive user of the said premises.
3. That this permission of permissive use is purely temporary and the employer reserves the right to revoke it at any time by giving one month’s notice to the employee of its intention to do so.
4. That this agreement of permissive user does not create any right or interest in the property in favour of the employee as the property of the said premises remains in ownership and control of the employer. The permissive user is permitted by the employer solely with a view to facilitate the employee to properly discharge his duties in the services.
5. That the employee shall not sublet or transfer the residence allotted to him or her, or any portion thereof of the out-houses.
6. That only the family members of the employee are allowed to stay in the campus house (parents, unmarried/dependent children). Any other guest can be accommodated for a maximum duration of one week and beyond that approval of the CAO/Director and issue of Security Pass is necessary.
7. That the employee to whom the house is allotted shall be personally responsible for the rent thereof and for any damage beyond fair wear and tear caused thereto or to services provided therein during the period for which the house is under his/her occupation, also to keep the interior of the Licensed Premises in good condition.
8. That the employee shall not use the house for any purpose except for residing with his/her family and shall maintain the premises and the compound, if any, attached thereto, in a clean and hygienic condition.



9. That the employee shall not be indulged in any improper use of any allotted house. For the purpose of this rule, 'improper use' shall include:
- (a) unauthorised addition to/or alteration of any part of the house or premises;
  - (b) using the house/premises or a portion thereof for purposes other than for strictly residential purposes;
  - (c) unauthorised extension from electricity and water supply and other service connections or tampering therewith;
  - (d) using the house or any portion in such a way as to be a nuisance to, or as to offend others living on the campus, or using the house in such a way as to detract from the appearance of the campus;
  - (e) Occupation of unauthorised person and subletting shall be strictly prohibited;
  - (f) Conducts himself in a manner which is prejudicial to the maintenance of the harmonious relations with his neighbors.

Any improper use of a house violation of Prohibition Act of the state, such as could lead to cancellation of the allotment. In case the residents use the house for any commercial activity, the allotment will be cancelled and possession of the house will be taken over by the Institute forthwith.

10. That the employee shall not do in the Licensed Premises, any act, deed, matter or thing which may cause or likely to cause nuisance or annoyance to the occupiers of the building or the occupiers of the neighbors;
11. That the employee shall personally be responsible for loss of or any damage to, beyond fair wear & tear, the building-fixtures, furniture, sanitary fittings, electrical installations, fencing, etc. provided therein, during the period of his or her occupation of the house.
12. That the employee shall not keep cattle in the house or in the compound of the said house.
13. That the employee, must immediately report to the Medical Officer/Chief Administrative Officer of the Institute, about any incident of infectious disease in the family and all precautions must be taken to prevent the spread of the infection.
14. That the employee, shall not to store any hazardous or inflammable materials except authorised cooking gas cylinders in the Licensed Premises nor to carry on in the Licensed Premises any illegal activity.
15. That the employee, not to do or omit or suffer to be done anything whereby its right of use of the Licensed Premises or any part thereof is forfeited or extinguished.
16. That the employee shall not to use the Licensed Premises or any part thereof nor permit or suffer the same to be used for illegal, immoral antisocial, obnoxious or improper purposes nor cause or permit or suffer to be done upon the Licensed Premises or any part thereof anything which may offend any law, notification, rules or regulations of the Licensor in the Licensed Premises.
17. That the employee without previous consent in writing of the Licensors, not to make or erect or permit or suffer to be made or erected on the Licensed Premises or any part thereof, any structural alterations or additions or any other alterations which could affect or injure the structure of the walls of the Licensed Premises.

18. That the, no employee or his/her spouse or dependent(s) is permitted under any circumstances to carry out any commercial activity from the said premises and keep animals like Cow, Buffalo, Goat, Horse etc. Violating this clause will be treated as misconduct on the part of the employee and the allotment of residence will be liable to be cancelled. In addition to this it will be treated as breach of these rules for which the same penalty or damages will be applicable.
19. That the employee shall pay by way of recovery from salary, the actual charges for electricity and water consumption, service charges and other admissible charges at such rates as may be decided by the Institute from time to time
20. That the employee shall not carry out any additions or alterations in the said premises or electrical or sanitary installations therein and shall not do any damage to the property.
21. That the employee shall make good any damage caused to the said premises and shall be liable for the same to the employer.
22. That the employee shall use the said premises for his personal use and for no other purposes. The employee shall not permit such premises or any part thereof being used by any other person or family members those who are not dependent, they may entertain as guests for any purpose whatsoever. The moment the employee is discharged from the services of the employer, this arrangement of permissive user shall stand terminated and the employer can instantaneously stop the employee from such permissive user.
23. That this arrangement for permissive user in no way would be construed as creating any right whatsoever in favour of the employee in the said premises or any part thereof.
24. That the Institute shall not be responsible or liable for any loss, damage, shortage, theft or destruction of any articles, property or things of any kind or nature whatsoever belonging to the employee and kept in the said Premises.
25. That the employee shall abide by the rules, regulations, bye-laws and executive instructions of the Institute governing occupation of residential accommodation for the staff of the Institute and also comply with all directions given from time to time by Institute with regard to the use of the Licensed Premises or any part thereof.

**Schedule of the premises above referred to:**

House Type ,No. bearing Municipal Census No: \_\_\_\_\_ Vastrapur Taluka City  
Survey No. \_\_\_\_\_ of \_\_\_\_\_ sq.mtr.

**(Name of Employee)**

Signed and delivered by th employee in the presence of

1. \_\_\_\_\_
2. \_\_\_\_\_

**Chief Administrative Officer**  
Indian Institute of Management Ahmedabad

1. \_\_\_\_\_
2. \_\_\_\_\_

## CHAPTER 13

# STAFF CO-OPERATIVE CREDIT & SUPPLY SOCIETY LTD.

IIM Staff Co-operative Credit & Supply Society Ltd Ahmedabad (Registration Number A-1028, Dated 01-12-1964) is a registered Co-operative Society under the Gujarat Co-operative Societies Act, 1961. The society was formed in the year 1964. The Society is established by and for the employees of the Institute. The principal purpose of the society is to provide prompt credit facilities to its members as per the provisions mentioned in the bye laws of the Society. The business of the society is managed by its Managing Committee. Members of the Managing Committee are duly elected by the members of the Society every year. The society has been running successfully for several years.

The important provisions of the Society are highlighted below:

- The permanent employee of the Institute can become a member of the Society after completing the formalities.
- Members contribute towards Share Capital and have savings through Compulsory Savings Scheme. Members can also avail benefit of Recurring Deposit as per the provisions of the Society.
- Members are eligible for Emergency loan (up to Rs.5000/-) three times during the year and full loan (exceeding Rs.5000/- but not more than Rs. 4, 00,000/-) once in a year as per their eligibility.
- Members are given gift out of the profit of the society. Sometimes the Co-operative Society tie-up with companies/agencies and give the goods at special rates/credit facilities to the members of the society.
- Members are paid dividend on their share capital from the profits and given interest towards their compulsory savings.
- On Superannuation/death of any member from the services of the Institute, a lump sum amount Rs. 15,000/- is paid to such member/nominee of the member, as the case may be, from the "Retirement-cum-Death Benefit fund" of the society.
- The business transactions of the Society are liable for yearly audit by the (i) duly approved Chartered Accountant; (ii) Funding bank and (iii) Auditor nominated by the Registrar of the Co-operative Societies.

# TRAINING & DEVELOPMENT

### 1. The training programme shall be categorized as:

#### 1. INDUCTION TRAINING:

Induction for a newly recruited employee shall cover all departments, as appropriate.

#### 2. INTERNAL TRAINING:

Internal training shall cover topics relevant to current job requirements and other related training.

#### 3. SPECIALISED TRAINING

It includes training through external faculty based on the specific need identified by the concerned HoDs.

#### 1) Induction Training

1. HR shall impart induction training to a new employee on their joining the Institute.
2. New employees shall be briefed, among other things, on relevant areas during the induction training.

#### 2) Internal Training

1. The HR Department shall, in consultation with CAO, identify the training needs of staff and bring out a training calendar for the year.
2. In addition to the programmes listed in the training calendar, a special training programme may be conducted as per the instruction of Director/Dean/CAO.
3. The HR Department shall, in consultation with CAO, identify faculty for the internal training programme and maintain a list of such faculty.
4. The HR Department will arrange for all the necessary logistic support for the training programme.

#### 3) SPECIALISED Training:

1. Concerned departments may identify special training needs for the staff and send a proposal for organizing such a programme to the CAO.
2. Employee participating in the training shall provide a feedback on the programme to the HR Department.
3. HR shall maintain records of all specialised training programme.

## GENERAL

- 1) HR Department will ensure the full details of the training programme for the employee are sent to the concerned HODs well before the commencement of the programme.
- 2) Re-training may be organised, in consultation with the concerned HOD, for employees whose performance in the training programme is found to be below average.

3) **Training report/summary:**

HR Department shall maintain records of all the training programmes organised which will have information on topics covered, training methodology, list of participants and faculty. Wherever appropriate, feedback report and evaluation of participants shall also be maintained.

## Training Feedback Form

### Personal/Programme Details

Employee Name		Training Topic	
Designation		Faculty Name	
Department		Date	
Employee Code		Duration	

1. Please mention below three usefulness of the training programme

a) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. What is your assessment of the overall effectiveness of the programme?

5 Excellent	4 V. Good	3 Good	2 Average	1 Poor

# WELFARE ACTIVITIES

The Institute has constituted a Welfare Committee chaired by designated Professor. A Welfare Manager drives the entire activities. Below are the details of the activities carried out by the Welfare Committee:

### 1. Institute Day Celebrations on December 11

To Commemorate the Institute's foundation day, the "*Institute Day*" is celebrated on December 11<sup>th</sup> of every year. During the celebrations, awards are presented by the Director to meritorious children and staff members to promote their talents. A cultural programme is also organised every year where children from the community, staff and students perform.

### 2. Gujarati New Year celebrations

Every year, after the Diwali holidays, the Welfare Committee organizes a get-together to celebrate the Gujarati New Year. The employees and their families are greeted by lamps lit across the campus and flower decoration. Community fireworks are organised and sweet packets are distributed to all who participate in this get-together.

### 3. International Women's Day Celebrations on March 8

The Staff Welfare committee celebrates the International Women's Day on March 8 every year. The Welfare Committee distributes sweet packets and flowers to all the women engaged with the Institute. They also host a special lunch for all women employees along with the Director, Deans and CAO.

### 4. Summer Class for IIMA Community Children

The Staff Welfare Committee organises summer classes for children from the IIMA community during summer vacation. Activities such as dance workshops, art & craft workshops, and origami & painting workshops etc. are conducted. The committee also arranges for summer classes at AMA and VASCSC for community children.

### 5. Employees Annual Health Check-Up

General health check-up for the employees of the Institute and their spouse who are above 35 years is organised by the Staff Welfare Committee at a designated hospital in Ahmedabad.

### 6. Professor B.H. Jajoo Welfare Committee Medical Scheme

Prof. B.H. Jajoo, voluntarily donated an amount of Rs.25,00,000/- to set up a fund for the medical needs of the retired employees of the Institute. The sub-committee constituted by Prof. Jajoo check the genuine requirement of medical needs and distribute the amount to the retired employees from Group C & D with the help of the Welfare Committee.

Under this, an Annual general health check-up is also sponsored for the retired group C & D employees who have opted for CPF, post-retirement.

**7. Higher Education Loan for IIMA Community Children**

The Welfare Committee in its mandate to encourage community children to access higher education has been providing interest-free education loans to the children of Group B, C and D employees. This interest-free loan is recovered in 12 monthly instalments.

**8. “Sri Ramakrishna – Shradha Medical Fund”**

The Staff Welfare Committee created a medical fund in the name of Shri. Ramakrishna Shradha Medical Fund, with a corpus of Rs.5,00,000/- contributed by Prof. Shekar Choudhury, and Ms. Saroja from PGP 1990 Batch. The interest earned from the fund caters to the medical expenses for retired group C & D employees and their spouse.

**9. Employees Birthday Celebrations**

The Staff Welfare Committee celebrates the birthday of the faculty and staff by wishing them with a greeting card and a packet of sweets.

**10. Child Care Centre**

Institute has child care centre for the children of the employees of the Institute. It is well maintained with children playing area and a separate facility for children to take nap.

**11. Ladies Room**

Institute has a dedicated ladies room with basic facilities available in it. The women employees of the Institute can utilize it as a rest room or for any other purpose which deemed fit to the women employees of the Institute.

**12. Other Activities**

The Staff welfare committee organises various health and wellness related talks on various topics. Besides this, meditation and inspirational talks are also organised.



3. The SARA committee maintains the fitness centre at the Old Campus and the SAB Gym in New Campus. The new Sports Complex in New Campus of the Institute has facilities like Gym, badminton courts, table tennis courts, an eight lane swimming pool, a squash room, a snooker room, Yoga studio, Sauna and Steam rooms and a number of board game options. SARA conducts internal and external sports competitions for IIMA students in this sports complex. The operation of these facilities shall be managed by SARA Committee.
4. Annual Sports Day: SARA committee organises Annual Sports Day in the month of January for all IIMA community members. During the Annual Sports Day various games are organized for IIMA community members.
5. International Yoga Day: SARA committee celebrates June 21 as Yoga divas. It is open for all the community members.

## CHAPTER 17

# STAFF EVALUATION AND DEVELOPMENT COMMITTEE

The Institute has formed a seven-member staff evaluation and development committee (SEDC), headed by a Chairperson to take decisions with respect to the employees below the level of Managers. Following are the main activities of the committee:

### **POLICY**

- Form or review the procedures applicable to staff.

### **MANPOWER REQUISITION AND RECRUITMENT**

- Review the workforce requirement in various department
- Sanction additional workforce
- Be involved in the selection process

### **PROMOTION**

- Finalization of number of vacancies
- Announcement of the promotion exercise
- Preparation of written paper and conducting the promotion examination
- Conducting interviews of staff
- Finalisation of marks for the promotion exercise
- Announcement of results

### **ANNUAL INCENTIVE/DIRECTOR SPECIAL INCENTIVES**

- Finalization of the amount of annual incentive / director's special incentive
- Seek nominations from the department heads for director special incentive
- Finalisation of awardees

### **EXTENSION OF TENURE FOR EMPLOYEES APPOINTED ON TENURE BASED SCALED CONTRACT**

- Extension of tenure based on performance evaluation of staff appointed on Tenure Based Scaled Contract.

### **MONTHLY HONORARIUM**

- Based on the additional responsibilities handled by the staff, SEDC decides the amount of honorarium to be paid.

## OFFICERS' EVALUATION AND DEVELOPMENT COMMITTEE

The Institute has formed a three-member officers' evaluation and development committee (OEDC), headed by a Chairperson to take decisions concerning the Managers. Following are the main activities of the committee:

### **POLICY**

- Form or review the policies applicable to Managers.

### **OFFICER REQUISITION AND RECRUITMENT**

- Review requirement of Managers in various department
- Be involved in the selection process of the Manager

### **PROMOTION**

- Finalisation of number of vacancies
- Announcement of the promotion exercise
- Preparation of the written paper and conducting the promotion examination
- Conducting interviews of Managers
- Finalisation of marks for the promotion exercise
- Announcement of results

### **ANNUAL INCENTIVE/DIRECTOR SPECIAL INCENTIVES**

- Finalisation of the amount of annual incentive / director's special incentive
- Seeking nominations from department heads for director special incentive
- Finalisation of the awardees

### **EXTENSION OF TENURE FOR EMPLOYEES APPOINTED ON TENURE BASED SCALED CONTRACT**

- Extension of tenure based on performance evaluation of officers' appointed on Tenure Based Scaled Contract

### **MONTHLY HONORARIUM**

- Based on the additional responsibilities handled by the officer, OEDC decides the amount of honorarium to be paid.

## CHAPTER 19

# ENTERPRISE RESOURCE PLANNING (ERP)

The Institute has implemented SAP in various departments with the help of Yash Technologies as the SAP partner.

The HR activities have also undergone changes on the implementation of SAP. The Employees through the Employee Self Service (ESS) portal now have access to various details earlier available only with or through the HR. Employees can raise requests through the portal. The following HR activities are digitised through ESS:

- i. Personal Information – The personal information such as addresses, family dependent details, PAN number, official email id, contact number, date of birth, marital status, bank account details will be maintained under ESS.
- ii. Leave Management – Employees can apply leave, view leave history, cancel the applied leave, check the leave balance through ESS. Any action on leave will go to the supervisor for approval.
- iii. Time Management – Employees can view their in-time/out-time. In case the employees come late to the office, for every third instance in a month, half CL will be deducted. In case the CL balance is zero, Earned Leave will be deducted. This can be regularised by the HR Department based upon the approval from the Head of the Department.
- iv. Payment – Through ESS, employees can view their monthly salary slip.

The employees with reportees under them, will be given access to the Manager Self Service (MSS). Through MSS, the employees can approve/reject the request of their reportees.

# GRIEVANCE POLICY

## STATEMENT

The Institute is committed to providing a productive and conducive work environment where grievances are dealt fairly and promptly. It aims to facilitate a work culture where no grievances exist as it will help in improving the performance and productivity of the staff and Managers.

## THE SYSTEM

- 1) A senior Manager of the Institute will be designated as Grievance Manager who will coordinate and administer the grievance handling process in addition to documenting the same.
- 2) The Staff Grievances Redressal Committee will be responsible for addressing all the grievances submitted to the Grievance Manager.
- 3) The committee may, if required, refer cases to the Dean for dealing with the same.
- 4) In cases where the Director's intervention is required, the Dean may forward the grievance case to the Director. The Director will be the final authority on all staff and Managers' grievance matters.

## PROCESS & PROCEDURE:

1. At the first instance, the affected staff/Manager should submit the grievance (in writing) to his/her supervisor/head of department. The supervisor/head of the department should acknowledge the receipt of the grievance, if possible, immediately. The supervisor/head of department could seek CAO's intervention to get the grievance redressed. In case of policy-level matters, the CAO would forward the grievance to the Director or Dean or committees dealing with such issues. Employee specific grievances will be addressed and responded to by the CAO. The process should, desirably, not exceed more than two weeks.
2. The staff/Manager if not satisfied with the response from the CAO can submit the grievance along with the CAO's response to the Grievance Manager. The Manager will provide a written acknowledgement of the receipt of the grievance.
3. The Grievance Manager takes the grievance to the Grievance Redressal Committee.
4. The Grievance Redressal Committee will seek relevant feedback from the system.
5. Based on a careful analysis of the grievance in light of feedback and views of the members of the committee, the Grievance Committee will make its recommendation and send it to the CAO/Dean/Director for appropriate action. The Grievance Manager will write to the employee

concerned that the committee has perused the grievance and appropriate recommendation has been made to the Institute.

6. The process should be, as far as possible, over by three weeks.
7. Initially, the Grievance Redressal Committee could meet as frequently as possible and take up cases that were submitted to the committee so that grievances start getting addressed faster at the Institute. As far as possible, the grievance would be dealt with within three months.

## **THE OFFICE**

One Senior Manager will be designated by the Institute as the Grievance Manager. He will hear out the grievances of individuals and counsel them. If the grievance still persists, he may advise them on the further course of action within the Institute. A formal grievance would be lodged as explained above and forwarded to the Staff Grievances Redressal Committee.

## **REPORTING**

The Grievance Committee will report to the Dean/Director. A quarterly written report of grievances handled will be submitted to the Director. At the end of the year, an annual report shall be compiled and submitted to the Director.

It is also envisaged that the annual report will include a section on recommendations to facilitate the Director on formulating policies to reduce grievances at the Institute.

## **SUMMARY**

The Institute is committed to provide a fair and grievance- free work environment for the staff and Managers of the Institute. In the formulation of the Grievance Policy, the Institute intends not only to handle grievances of the staff and Managers but also look at ways and means of reducing the grievances at the Institute.

# RETIREMENT, RESIGNATION ETC.

## 1. RETIREMENT

- a) The age prescribed for retirement on superannuation is 65 years for faculty members and 60 years for other employees of the Institute.
- b) Retirement is effective from the afternoon of the last day of the month in which the age of superannuation is attained.
- c) *Exception:* An employee whose birth date is the first of the month shall retire on the afternoon of the last day of the preceding month.
- d) The day of retirement on superannuation and premature/voluntary retirement will be deemed as a working day.
- e) *Relinquishment of charge on a Holiday:* An employee retiring on superannuation should formally relinquish charge of the office on the afternoon of that day itself even if it happens to be a holiday. The cash, stores, etc., may be handed over by the retiring Manager on the previous working day. The actual relinquishment of charge of office in the prescribed form can be done on the last day of service for which the physical presence of the Manager in the office need not be insisted.
- f) *Regulation of claims to pension or family pension:* Any claim for CPF/Pension/Gratuity/Family Pension benefits will be regulated based on the rules in force on the date on which the employee ceases to be in service due to retirement or death.
- g) *Pension subject to future good conduct:* Future good conduct of an employee is an implied condition for every grant of pension and its continuance. If the pensioner is convicted of a serious crime or is found guilty of grave misconduct, the whole or part of the pension may be withheld or withdrawn by a written order of the appointing authority, whether permanently or for a specified period.
- h) *Right of the Institute to withhold or withdraw pension:* The Director has the right to withhold a pension or gratuity or both or withdraw a pension or part thereof. He can also order recovery from a pension or gratuity of the whole or part of any pecuniary loss caused to the Institute, if, in any departmental or judicial proceedings, the pensioner is found guilty of grave misconduct or negligence during the period of his service.
- i) *Employment after retirement under a Foreign Government:* A pensioner, who immediately before his retirement was a Group A employee should not accept any



employment under any Government outside India without the prior sanction of the Institute. No pension is payable during the period of such appointment taken without prior permission or for a longer period as may be ordered by the Institute.

### **Retirement general provisions**

- *Limitation on the number of pensions:-* The employee is not eligible for two pensions in the same service or post at the same time or by the same continuous service. A pensioner receiving superannuation or retiring pension and re-employed subsequently is not eligible for separate pension and gratuity for the period of his re-employment.

### **Period counted as a qualifying service**

- Qualifying service of an employee commences from the date he takes charge of the post to which he is first appointed in a permanent capacity. Temporary service followed by confirmation without interruption will also qualify.
- Duty and periods treated as 'duty'.
- All kinds of leave with leave salary.
- Extraordinary leave on medical certificate and extraordinary leave without medical certificate granted due to the inability of the employee to join/re-join duty on account of civil commotion or for pursuing higher technical and scientific studies. This period automatically counts as qualifying service without and express sanction for this purpose
- Service on probation followed by a confirmation
- The suspension followed by a minor penalty

### **Period counted as a non-qualifying service**

- i) Service rendered before attaining the age of 18 years.
- ii) Service as Apprentice *except* SAS Apprentice.
- iii) Unauthorised absence treated as '*dies non*'.
- iv) Overstay on leave/joining time not regularised as leave with leave salary.
- v) Extraordinary Leave without medical certificate
- vi) Suspension followed by a major penalty, if the reinstating authority does not order that it shall count as qualifying service.

## **2. RESIGNATIONS**

Employees of the Institute may resign from the Institute as per the provisions contained in their appointment letter. While the Institute is interested in settling all the outstanding dues, as early as possible, no outstanding dues will be settled unless a properly endorsed clearance form is submitted by the employee concerned.

# SUPERANNUATION BENEFITS

Employees who joined the Institute on or before 31<sup>st</sup> December 2003 and have opted explicitly for pension would be covered by the General Provident Fund-cum-Pension-cum-Gratuity Scheme of IIMA. All other employees will be covered under the Contributory Provident Fund-cum-Gratuity Scheme.

## CONTRIBUTORY PROVIDENT FUND-CUM-GRATUITY RULES

### Short Title

- 01 These rules may be called the Indian Institute of Management, Ahmedabad, Contributory Provident Fund-cum-Gratuity Rules.

### Definitions

- 02 In these rules, unless the context otherwise requires -

- i) “Board” means the Board of Governors of the Institute;
- ii) “Chairman” means the Chairman of the Board of Governors;
- iii) “Director” means the Director of the Institute;
- iv) “Family” means:
  - (a) in the case of a male subscriber, the wife or wives and children of a subscriber, and the widow or widows and children of a deceased son of the subscriber:  
 Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance she shall henceforth be deemed to be no longer a member of the subscriber’s family in matters to which these rules relate, unless the subscriber subsequently indicates by express notification in writing to the Secretary that she shall continue to be so regarded.
  - (b) in the case of a female subscriber, the husband and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber:  
 Provided that if a subscriber by notification in writing to the Secretary expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscriber’s family in matters to which these rules relate, unless the subscriber subsequently cancels formally in writing her notification excluding him.

**Note I:** Children means legitimate children.

**Note II:** An adopted child shall be considered to be a legitimate child when the Secretary is satisfied that under the personal law of the subscriber, adoption is legally recognised as conferring the status of a natural child, but in this case only.

- v) "The Board of Trustees" means, a Board created for the purpose of administration and control of the provident fund.
- vi) "Foreign Service" means service in which the Institute employee receives his pay and allowances with the sanction of the Institute from a source other than from the Institute's funds.
- vii) "Fund" means the Contributory Provident Fund-cum-Gratuity of the Institute.
- viii) "Institute" means the Indian Institute of Management, Ahmedabad.
- ix) "Leave" means any variety of leave provided for in the Institute Rules as may be applicable to the subscriber;
- x) "Salary" means the amount drawn monthly by an employee of the Institute whether on duty or during leave, as pay including Dearness Pay, special and personal pay but excluding all other remuneration by way of allowances or otherwise.
- xi) "Secretary" means the Member Secretary of the Board of Trustees.
- xii) "Subscription" means the amount paid by the subscriber and "Contribution" means the amount contributed by the Institute.
- xiii) "Year" means a financial year.
- xiv) All words and expressions used but not defined in these regulations and defined in the Provident Fund Act 1925 (19 of 1925) shall have the meaning assigned to them in the said Act.

## CONSTITUTION AND MANAGEMENT OF THE FUND

- 03 i) The Fund shall be constituted with subscription paid by the subscribers and contributions made by the Institute and shall include accrued interest or profit realised on investment or any part thereof.
- ii) Management of the Fund is vested with a Board of Trustees so created for this purpose. The Board of Trustees will administer and control the Fund. The composition of the Board of Trustees will be as follows:
  - 1. Director of the Institute or ex-Officio Chairman
  - 2. A member of the Faculty nominated by the PPC of the Institute
  - 3. Chief Administrative Officer
  - 4. Finance and Accounts Officer - Member-Secretary
  - 5. A representative of the staff nominated by the Officers and Supervisors forum.Terms of functionaries in Sr.No.2 & 5 will be for 3 years.

- iii) The Fund shall be deposited, in the name of the Fund, with the State Bank of India or with any other Bank as may be directed by the Board of Trustees. The deposits shall be made as soon as possible after the monthly accounts are closed.
  - iv) The Institute may, from time to time, invest such part of the Fund, as may be considered expedient, in the National Defence Certificate and/or other investments covered by Section 20 of the Indian Trusts Act 1882 (2 of 1882) as the Board of Trustees may determine.  
  
All investments and securities shall be held in the name of the Institute.
  - v) If an employee admitted to the benefit of the Fund was previously a subscriber to any Contributory/Non-Contributory Provident Fund of the Central Government/ State Government or of a body corporate owned or controlled by Government or an autonomous organisation registered under the Societies Registration Act, 1860, the amount of his accumulations in such Contributory or the Non-Contributory Provident Fund, shall be transferred to his credit in the fund.
- 04 These rules shall apply to every employee of the Institute who is permanently appointed and is covered under contributory provident fund.

## NOMINATION

- 05 i) A subscriber shall, as soon as, maybe after joining the Fund, send to the Secretary a nomination, conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund, in the event of his death before that amount has become payable, or having become payable, has not been paid.

Provided that if, at the time of making the nomination, the subscriber has a family, the nomination shall not be in favour of any person or persons other than the members of his family.

Provided further that the nomination made by the subscriber in respect of any other Provident Fund to which he was subscribing before joining the Fund, shall, if the amount to his credit in such other fund has been transferred to his credit in this fund, be deemed to be a nomination only made under this rule until he makes a nomination in accordance with this rule.

- ii) If a subscriber nominates more than one person under sub rule (i), he shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount, that may stand to his credit in the fund at any time.
- iii) Every nomination shall be in such one of the Forms set forth in the Second Schedule as is appropriate in the circumstances.
- iv) A subscriber may, at any time cancel his nomination by sending a notice in writing to the Secretary.

Provided that the subscriber shall, along with such notice, send a fresh nomination made in accordance with the provisions of this rule.

- v) A subscriber may provide in a nomination:

- (a) in respect of any specified nominee that in the event of his nominee predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person as may be specified in the nomination.

Provided that such other person or persons shall, if the subscriber has other members of his family, be such other member or members, where the subscriber confers such a right on more than one person under this clause, he shall specify the amount or share payable to each of such persons in such a manner as to cover the whole of the amount payable to the nominee.

- (b) that the nomination shall become invalid in the event of the happening of a contingency specified therein; provided that if at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family.

Provided further that if at the time of making the nomination, the subscriber has only one member of the family, he shall provide in the nomination that the right conferred upon the alternate nominee under clause (a) shall become invalid in the event of his subsequently acquiring other member or members in his family.

- vi) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-rule (v) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub-rule (v) or the proviso thereto, the subscriber shall send to the Secretary a notice in writing canceling the nomination together with a fresh nomination made in accordance with the provision of this rule.
- vii) Every nomination made and every notice of cancellation given by a subscriber shall, to the extent that it is valid, take effect, on the date on which it is received by the Institute.
- viii) An up-to-date Register shall be maintained by the Institute to record all nominations.

## **SUBSCRIBER'S ACCOUNTS**

06 An account shall be opened in the name of each subscriber in which shall be credited:

- i) the subscriber's subscription;
- ii) contributions made under Rule 10 by the Institute to his account;
- iii) interest as provided by Rule 11;
- iv) advance and withdrawals from his account.

## **CONDITIONS AND RATES OF SUBSCRIPTIONS**

- 07 i) Every subscriber shall subscribe monthly to the Fund when on duty or foreign service but not during the period of suspension.

Provided that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum or in instalments, any sum not exceeding the maximum amount of arrears of subscriptions permissible for that period.

## ADDITIONAL / MISCELLANEOUS SUBSCRIPTION

A subscriber may at his option, make additional / miscellaneous subscription by way of cheque/ cash not exceeding five times during the course of a year, provided that total subscription including additional / miscellaneous subscription shall not exceed gross annual emoluments. For Additional / Miscellaneous subscription, emoluments shall include all such components of allowances like, DA, HRA, CCA, Transport Allowance, etc. which are not defined in the term salary [Refer Clause 2(x)].

Formula for calculating additional subscription for Provident Fund

GROSS ANNUAL SALARY* (after adjustment of LWP)		
LESS: 1. Income Tax 2. Professional Tax 3. LIC 4. GSLIS 5. HRA/License Fee (including Municipal Tax) 6. Any other statutory deduction		
NET ANNUAL SALARY		
LESS: Regular Provident Fund Subscription through Salary		
MAXIMUM ADDITIONAL SUBSCRIPTION		

\*Excluding Income from Consultancy

In the Formula for calculating the additional subscription for P.F. for any employee who is on Leave Without Pay (LWP) during the year, the words Gross Annual Salary be replaced with Gross Notional Annual Salary and the words Net Annual Salary be replaced with Net Notional Annual Salary.

- ii) A subscriber may at his option, not subscribe during any period of leave other than earned leave of less than 30 days duration as the case may be, by sending a notice in writing to the Secretary before or soon after proceeding on leave. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe. The option of a subscriber intimated under the sub para shall be final.
  - iii) A subscriber who has withdrawn the amount of subscription and interest thereon, shall not subscribe to the fund after such withdrawal, unless he returns to duty.
- 08 i) The amount of subscription shall be fixed subject to the conditions:
- (a) It shall be expressed in whole rupees (50 paise and above counting as the next higher rupee).
  - (b) It shall be a sum representing ten per cent in the case of CPF subscribers and six per cent in the case of GPF subscribers.
- ii) For the purpose of sub-rules (i) (b) the salary of a subscriber shall be:
- (a) In the case of subscriber who was in service of the Institute on the 31st March of the preceding year, the salary to which he was entitled on that date;

(b) In the case of a subscriber who was not in service of the Institute on the 31st March of the preceding year, the salary to which he was entitled on the first day of his service.

- iii) The amount of subscription so fixed may be enhanced or reduced not more than three times during the course of a year.

Provided that if a subscriber is on duty for a part of a month and on leave for the remainder of the month and if he has elected not to subscribe during the leave, the amount of subscription payable shall be proportionate to the number of days spent on duty in the month.

- iv) As per the amended provisions of the GPF Rules, 1960, as mentioned in the office memorandum F.No.3/6/2021-P&PW(F) dated 11th October 2022, the limit of subscription under GPF in a financial year by a subscriber shall not exceed the threshold limit (Rupees Five Lakh).

## REALISATION OF SUBSCRIPTION

- 09 The recovery of subscription and of the principal and interest on advances shall be made from the monthly salary.

The additional / miscellaneous subscription and the recovery of principal and interest on advance may be received by way of cheque/cash.

## CONTRIBUTION BY THE INSTITUTE

- 10 i) The Institute shall, with effect from the 31st March of each year, make a contribution to the account of each subscriber.

Provided that, if a subscriber quits the service or dies during a year, contribution shall be credited to his account for the period between the close of the preceding year and the date of the casualty.

- ii) The contribution shall be a sum representing such per cent of the salary of the subscriber as may be declared by the Government of India from time to time; drawn on duty during the year or for a period in the year as the case may be. (Resolution dated 1.12.2004)
- iii) Should a subscriber elect to subscribe during leave, the salary drawn by him during leave for the purpose of this rule, be deemed to be salary drawn on duty.
- iv) The amount of contribution payable shall be rounded to the nearest whole rupee (50 paise and above counting as the next higher rupee).

## INTEREST

- 11 i) The Institute shall pay to the credit of the account of a subscriber interest at such a rate as the Board of Trustees may, from time to time, prescribe.
- ii) Interest shall be credited with effect from 31st March of each year in the following manner:
- (a) on the amount at the credit of a subscriber on the 31st March of the preceding year, less any sums withdrawn during the current year - interest for twelve



months.

- (b) on sums withdrawn during the current year - interest from the 1st April of the current year upto the last day of the month preceding the month of withdrawals;
- (c) on all sums credited to the subscriber's account after the 31st March of the preceding year - interest from the date of deposit upto the 31st March of the current year;
- (d) the total amount of interest shall be rounded to the nearest rupee in the manner provided in sub-rule (iv) of rule 10;

Provided that when the amount standing at the credit of subscriber has become payable, interest shall thereupon be credited under this sub-rule in respect of only the period from the beginning of the current year or from the date of credit as the case may be upto the date on which the amount standing at the credit of the subscriber becomes payable.

- iii) For the purpose of this rule the date of credit shall be deemed to be the first day of the month in which it is credited.
- iv) In all cases interest will be paid in respect of balance at the credit of a subscriber upto the close of the month preceding that in which payment is made or upto the end of the six months in which such amount becomes payable whichever of these periods be less.  
\*
- v) Subject to the provisions of sub-rule (iv) no interest shall be paid in respect of any period after the date which the Secretary has intimated to that person or his agent as date on which he is prepared to make payment.

\*Following deleted from 11-06-2018

In the case of ceased members retiring from the Institute on Superannuation/ voluntary retirement/special VRS, interest will be credited for three years.

## ADVANCE FROM THE FUND

- 12 A temporary advance may be granted to a subscriber from the amount standing to his credit in the Fund at the discretion of the authority specified in rule 13 subject to the following conditions:

The appropriate sanctioning authority may sanction the payment to any subscriber of an advance consisting of a sum of whole rupees and not exceeding an amount of three months pay or half the amount of subscriptions and interest thereon standing to the credit of the subscriber in the fund, whichever is less, for one or more of the following purposes:

- i) to pay expenses in connection with the illness or disability including where necessary, the travelling expenses of the subscriber or any person actually dependent on him;
- ii) to meet the cost of higher education, including where necessary, the travelling expenses of the subscriber or any person actually dependent on him in the following cases; namely:
  - (a) for education outside India for an academic, technical professional or vocational

course beyond the High School stage; and

- (b) for any medical, engineering or other technical or specialised course in India beyond the High School stage; provided that the course of study is for not less than three years.
- iii) to pay obligatory expenses, on scale appropriate to the status which by customary use, the subscriber has to incur in connection with marriages or other ceremonies of himself or of his children or of any other person actually dependent on him;
- iv) to pay expenses in connection with the prolonged illness or confinement of the applicant or any person actually dependent on him;
- v) to meet the cost of his defence where the subscriber is prosecuted by the Government or Institute in any court of law or where the subscriber engages any legal practitioner to defend him in any enquiry in respect of any alleged official misconduct on his part;
- vi) to meet the cost of legal proceedings instituted by the subscriber for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to have been done by him in the discharge of his official duty;
- vii) to meet the cost of plot or construction of a house or a ready built flat for his residence or to make any payment towards the allotment of a plot or a ready built flat by a State Housing Board or House Building Cooperative Society;
- viii) to meet the cost of consumer durables such as TV, VCR/VCP, washing machines, cooking range, geysers, computers etc.

Provided that the condition of actual dependence shall not apply in the case of a son or daughter of the subscriber.

Provided further that the condition of actual dependence shall not apply in the case of an advance required to meet the funeral expenses of the parent of a subscriber.

- ix) An advance shall not, except for special reasons, exceed three months' salary and shall in no case exceed the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund.
- x) An advance shall not, except for special reasons be granted until at least twelve months after the final repayment of all previous advances together with interest thereon.
- 13 i) A temporary advance from the Fund to the subscribers other than the Director will be sanctioned by Director. In the case of administrative staff the advance may be sanctioned by the Chief Administrative Officer.
- ii) A temporary advance from the Fund to the Director shall require the sanction of the Board of Trustees.
- 14 i) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct; but such number shall not be less than twelve unless the subscriber so elects, or in any case more than twenty four. In special cases where the amount of advance exceeds three months' pay of the subscriber under sub-rule (viii) of Rule 12, the sanctioning authority may fix such number of instalments to be more than twenty four but in no case more than thirty six.

A subscriber may, at his option make repayment in a smaller number of instalments than that prescribed. Each instalment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments.

- ii) Recovery shall be made in the manner provided in Rule 9 for the realisation of subscription and shall commence on the first occasion after the advance is made on which the subscriber draws salary for a full month.
- iii) If more than one advance has been made to a subscriber, each advance shall be treated separately for the purpose of recovery.
- iv) After the principal of the advance has been fully repaid, interest shall be paid thereon at the rate of one-fifty per cent of the principal for each month or broken portion of a month during the period between the drawal and complete repayment of the principal.
- v) Interest shall ordinarily be recovered in one instalment in the month after complete payment of the principal; but if the period referred to in sub-rule (iv) exceeds twenty months interest may, if the subscriber so desires, be recovered in two equal monthly instalments. The method of recovery shall be that provided in sub-rule (ii). Payment shall be rounded to the nearest rupee in the manner provided in sub-rule (iv) of Rule 10.
- vi) Recoveries made under this rule shall be credited as they are made, to the account of the subscriber in the Fund.

## **WITHDRAWALS FROM THE FUND**

- 15 i) Subject to the conditions specified hereunder, withdrawals may be sanctioned by the Board of Trustees, in the case of a withdrawal by the Director, and by the Director in the case of Faculty, and by the Chief Administrative Officer in any other case, at any time;
  - (A) after the completion of fifteen years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation whichever is earlier from the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund for one or more of the following purposes, namely:
    - i) for meeting the cost of higher education, including where necessary, the travelling expenses of the subscriber or any child of the subscriber in the following cases namely:
      - (a) for education outside India for academic, technical, professional or vocational course beyond the High School stage, and
      - (b) for any medical, engineering or technical or specialised course in India beyond the High School stage;
    - ii) for meeting the expenditure in connection with the betrothal/marriage of the subscriber or his sons or daughters, and any other female relation

actually dependent on him;

- iii) for meeting the expenses in connection with illness including where necessary, the travelling expenses, of the subscriber and members of his family or any person actually dependent on him;
  - iv) to meet the cost of Consumer durables such as TV, VCR/VCP, Washing Machines, Cooking Range, Geysers, Computers, etc.
- (B) during the service of a subscriber from the amount of subscription and interest thereon standing to his credit in the Fund for one or more of the following purposes, namely:
- i) for constructing or acquiring a suitable house or a ready built flat for his residence including the cost of the land;
  - ii) for repaying an outstanding amount on account of loan expressly taken for constructing or acquiring a suitable house or a ready built flat for his residence;
  - iii) for purchasing a plot of land for constructing a house thereon for his residence or repaying any outstanding amount on account of loan expressly taken for this purpose;
  - iv) for reconstructing or making additions or alterations to a house or a ready built flat already owned or acquired by the subscriber;
  - v) for renovating, making additions or alterations or upkeep of an ancestral house at a place other than the place of duty or to a house built with the assistance of loan from Government at a place other than the place of duty;
  - vi) for constructing a house on a plot of land purchased under clause (iii)
- (C) within six months before the date of the subscriber's retirement, from the amount standing to his credit in the Fund for the purpose of acquiring a farm land or business premises or both.

**Note 1:** A subscriber who has availed himself of an advance for house building purpose or has been allowed any assistance in this regard from any other Government source, shall be eligible for the grant of final withdrawal under sub clauses (i), (iii), (iv) and (vi) of clause B for the purpose specified therein and also for the purposes for the payment of any loan taken under aforesaid scheme subject to the limits specified in sub-para 1 of para 17.

The actual withdrawal from the fund shall be made only on receipt of an authorisation from the Accounts Officer who shall arrange this as soon as the formal sanction of the sanctioning authority has been issued.

- 16 A subscriber who has already drawn or may draw in future an advance under para 12 for any of the purposes specified in para 15 may convert at his discretion, by written request addressed to the Chief Administrative Officer through the sanctioning authority the balance outstanding against it into a final withdrawal on his satisfying the conditions laid down in para 15.
- 17 i) Any sum withdrawn by a subscriber at any one time for one or more of the purpose specified in paragraph (15) from the amount standing to his credit in the Fund shall

not ordinarily exceed one-half of the amount of the subscriptions and interest thereon standing to the credit of the subscriber in the Fund or 6 months' pay whichever is less. The sanctioning authority may, however, sanction the withdrawal of an amount in excess of this limit up to three-fourths in the case of withdrawal under sub-clause (A) and 90% in the case of withdrawal under sub-clause (B) of clause (i) of Rule 15 of the amount of subscriptions and interest thereon standing to the credit of the subscriber having due regard to (i) the object for which the withdrawal is being made, (ii) the status of the subscriber and (iii) the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund.

- ii) A subscriber who has been permitted to withdraw money from the Fund under paragraph (15) shall satisfy the sanctioning authority within a reasonable period as may be specified by that authority that the money has been utilised for the purpose for which it was withdrawn, and if he fails to do so, the whole of the sum as withdrawn, or so much thereof as has not been applied for the purpose for which it was withdrawn shall forthwith be repaid in one lump sum together with interest thereon by the subscriber to the Fund and in default of such payment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lump sum or in such manner of monthly instalments, as may be determined by the Institute.

### **CIRCUMSTANCES IN WHICH ACCUMULATIONS ARE PAYABLE**

18 When a subscriber quits the service, the amount standing to his credit in the Fund shall, subject to any deduction under Rule 21 become payable to him.

19 When a subscriber -

- i) has proceeded on leave preparatory to retirement, or
- ii) while on leave, has been permitted to retire or declared by competent medical authority to be unfit for further service,

the amount of subscriptions and interest thereon standing to his credit in the Fund shall, upon application made by him in that behalf to the Director, become payable to the subscriber.

20 Subject to any deduction under Rule 21, on the death of a subscriber before the amount standing to his credit has become payable or where the amount has become payable, before payment has been made.

- i) When the subscriber leaves a family -
  - (a) If a nomination made by the subscriber in accordance with the provisions of rule 5 in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.
  - (b) If no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall, notwithstanding any

nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares:

Provided that no share shall be payable to -

- (1) sons who have attained legal majority;
- (2) sons of a deceased son who have attained legal majority;
- (3) married daughters whose husbands are alive;
- (4) married daughters of a deceased son whose husbands are alive if there is any member of the family other than those specified in clauses (1), (2), (3), and (4):

Provided also that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of clause (1) of the first proviso:

**Note:** Any sum payable under these rules to a member of the family of a subscriber vests in such member under sub-section (2) of section 3 of the Provident Fund Act, 1925.

- ii) when the subscriber leaves no family, if a nomination made by him in accordance with the provisions of rule 5, in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination.

**Note:** When a nominee is a dependent of the subscriber as defined in clause (c) of section 2 of the Provident Fund Act, 1925, the amount vests in such nominees under subsection (2) of section 3 of that Act.

- iii) when the subscriber leaves no family and no nomination made by him in accordance with the provisions of rule 5 subsists, or if such nomination relates only to part of the amount standing to his credit in the Fund, the relevant provisions of clause (b) and sub-clause (ii) of clause (c) of sub-section (1) or section 4 of the Provident Fund Act, 1925, are applicable to the whole amount or the part thereof to which the nomination does not relate.

- 21 Subject to the conditions that no deduction may be made which reduces the credit by more than the amount of any contribution by the Institute with interest thereon credited under rules 10 and 11 before the amount standing to the credit of subscriber in the Fund is paid out of the Fund, the Board of Trustees may direct the deduction there from the payment to the Institute of -

- i) any amount, if a subscriber has been dismissed from the service for grave misconduct;
- ii) any amount, if a subscriber resigns his employment with the Institute within five years of the commencement thereof, otherwise than by reason of superannuation or a declaration by competent medical authority that he is unfit for further service,



except in the case of those who take employment in Indian Institute of Management at Ahmedabad, Bangalore, Calcutta, Lucknow, Indore and Kozhikode or in any of IITs established by Government of India in which case the entire amount at the credit of employee including the share of the Institute, shall be transferred to the employee's new Provident Fund account in the IIMs and IITs concerned.

- iii) any amount due under a liability incurred by the subscriber to the Institute.
- 22 i) When the amount standing to the credit of a subscriber in the Fund or the balance thereof after any deduction under rule 21 becomes payable, it shall be the duty of the Secretary after satisfying himself, when no such deduction has been directed under that rule, that no deduction is to be made, to make the payments as provided in section 4 of the Provident Fund Act, 1925.
- ii) If the persons to whom, under these rules, any amounts to be paid is a lunatic for whose estate a manager has been appointed in this behalf, the payment will be made to such manager, and not to the lunatic.
- iii) Any person who desires to claim payable under this rule shall send a written application in that behalf to the Director. Payment of amounts withdrawn shall be made in India only. The persons to whom the amounts are payable shall make their own arrangements to receive payment in India.

**Note:** When the amount standing to the credit of a subscriber has become payable under rules 18, 19 or 20, the Institute shall make arrangement for prompt payment of that portion of the amount standing to the credit of a subscriber in regard to which there is no dispute or doubt, the balance being adjusted as soon after as may be.

## PROCEDURE

- 23 Accumulation in the Fund of which payment has not been taken after they become payable under these rules shall be transferred to "Deposits" after the 31st March of the year and treated under the ordinary rules relating to deposits.
  - 24 i) As soon as possible after the 31st March of each year and after the Fund accounts have been audited, the Institute shall send to each subscriber a statement of his account in the Fund showing the opening balance as on the 1st April of the year, the total amount of deposits during the year, the total amount of interest credited as on the 31st March of the year, total amount of withdrawals during the year and the closing balance on that date.
  - ii) Subscribers should satisfy themselves as to the correctness of the annual statement and errors should be brought to the notice of the Institute within one month from the date of receipt of the statement. If no intimation is received from the subscriber within this period it shall be assumed that he has accepted the statement.
  - iii) Where errors in the annual statement are brought to notice, it shall be the responsibility of the Institute to reconcile the same for settlement to the satisfaction of the subscriber.
- 25 Indemnity Clause

"Any loss or diminution in the value of the investment of the fund from whatever cause or



source shall be borne by the fund alone and the members of the Board of Trustees, jointly or severally, shall incur no responsibility by reason or on account thereof.”

“No member of the Board of Trustees shall be responsible or chargeable save and except for monies actually received by him notwithstanding his having signed any receipts for the sake of conformity or otherwise nor shall he be responsible or chargeable for the acts, defaults or neglects of his co-Trustees nor of any bankers, brokers, auctioneers or other persons with whom or into whose hands any trust monies or securities may be deposited or come, nor for the insufficiency or deficiency of any securities nor for any other loss unless the same shall happen through his own wilful default or gross negligence.”

## GRATUITY

01 (a) Gratuity shall be granted for good, efficient and faithful service to whole-time employees of the Institute and shall exclude the following:

- i) Casual and non-regular employees;
- ii) employees on deputation; and
- iii) apprentices and trainees, and Note (1)

Note 1: Persons who retired before attaining the age of normal retirement of 60 years and who have not received the maximum amount of gratuity in their earlier service in any civil or military department or central government or from services of any local funds administered by the government or from any other institution prior to re-employment in the Institute may be eligible for benefits of gratuity rules of the Institute.

(b) It shall be granted in the following circumstances:

- i) discharge on the abolition of post;
- ii) permanent incapacity due to bodily or mental infirmity;
- iii) superannuation at the age of 60 years; and
- iv) after completion of five years of service at the Institute in case of retirement/resignation or term over.

Provided that -

- i) Gratuity shall not be admissible to an employee whose services are terminated for misconduct, insolvency or inefficiency.
- ii) Except in the case of death, the gratuity will be admissible only after five years of qualifying service.

(c) Qualifying services shall mean all service rendered in the Institute after completion of 18 years of age, except periods of service rendered as Apprentice and extra-ordinary leave without leave salary.

- (d) i) Gratuity shall be equal to one-fourth of the monthly emoluments for each completed six monthly periods of service subject to a maximum of 16½ times of the emoluments or Rs. 20 lacs whichever is less.
- ii) In case of death, the amount of gratuity shall be calculated under (i) or as worked out below, whichever be more:

	Length of Service	Death Gratuity payable to family
1.	Less than one year	2 times of 'emoluments'
2.	One year or more but less than 5 years	6 times of 'emoluments'
3.	5 years or more but less than 11 years	12 times of monthly 'emoluments'
4.	11 years or more but less than 20 years	20 times of monthly 'emoluments'
5.	20 years or more	Half of monthly emoluments for every completed six-monthly period of qualifying service subject to a maximum of 33 times the 'emoluments'.

- iii) If an employee who has become eligible for payment of the Institute's share of contribution to the Contributory Provident Fund under rules of the Institute dies within a period of 5 years after he/she retires from the service of the Institute and the sums actually received by him/her at the time of death on account of Institute share of contribution to contributory provident fund together with gratuity under rule 01(d)(i) is less than the amount equal to 12 times the emoluments, a gratuity equal to the deficiency shall be granted to the person or persons nominated by him.

**Explanation:** For the purpose of this paragraph, 'emoluments' means pay including dearness pay, if any, leave remuneration of the nature of pay (including dearness pay, if any) received in respect of the foreign service, immediately before his retirement or relinquishment of service subject to a maximum of Rs. 9000/- per month.

- 02 i) Every employee shall make a nomination in the Common Nomination form conferring on one or more persons of his family the right to receive the gratuity in the event of his death while in service or after quitting service but before payment of gratuity is made, indicating the shares payable to each member. In the case of an employee having no family, the nomination may be made in favour of a person, or persons, or a body of persons, corporate or incorporate.
- ii) In the event of there being no nomination, the gratuity on death may be paid in the manner indicated below:
- (a) If there are one or more surviving members of the family as in (i) to (iv) below, it may be paid to all such members other than any such member who is widowed daughter, in equal shares.
- (b) If there are no such surviving members of the family but there are one or more surviving widowed daughters and/or more surviving members of the family as in (v) to (ix) below, the gratuity may be paid to all such members, in equal shares.

Explanation: For the purpose of this paragraph, 'family' shall include the following:

- i) wife in the case of a male employee;
- ii) husband in the case of female employee;
- iii) sons including step children and adopted children;
- iv) unmarried and widowed daughters;
- v) brothers below the age of 18 years and unmarried and widowed sisters including step brothers and step sisters;
- vi) father;
- vii) mother;
- viii) married daughters; and
- ix) children of a pre-deceased son.

03 When an employee of an educational institution under the control of the Ministry of Education, Government of India is permanently absorbed at IIMA the past service will count for retirement benefits at IIMA provided the transfer is certified to be in the public interest and also subject to the following conditions:

- (a) The transfer is made with the consent of parent institution;
- (b) IIMA shall be the sole judge to decide as to whether the absorption is in the public interest or not;
- (c) The parent institution pays the capitalised value of pension and gratuity in respect of past service of the employee in that institution to IIMA at the time of his permanent absorption; and
- (d) In case the employee in question is on CPF Scheme, the accumulations in the CPF account and the capitalised value of gratuity to be transferred by the parent organisation to the IIMA.

04 Gratuity under National Pension System

- The staff members covered under NPS are admissible for service gratuity, retirement gratuity and death gratuity.
- The service gratuity is admissible on completion of minimum of five years of qualifying service at the Institute.

## **B NATIONAL PENSION SYSTEM**

The Central Government has introduced the Defined Contribution based Pension System known as the National Pension System (NPS) replacing the existing system of Defined Benefit Pension with effect from January 01, 2004 vide its notification Ministry of Finance (Department of Economic Affairs) OM No 5/7/2003 PR Dt 22/12/2003.

National Pension System (NPS) is a contributory pension system whereby contributions from subscribers along with matching contributions from the Institute, are collected and accumulated in an individual pension account of the employee. NPS is mandatory to all employees joining the services of the Institute on or after 1st January 2004.

## CHAPTER 23

# RETENTION OF DOCUMENTS

Files and records in the HR Department have been classified into three categories based on an assessment of how long they are needed to be retained. These are as follows:

### **I. A Category: (To be kept permanently)**

- 1 Files & service records (personal, CR/evaluation, G Series) of all employees including those who have retired/expired but excluding those mentioned in B Category
- 2 Files of policy decisions
- 3 Files of House Building Advance
- 4 Files of Minutes of all the Committees including Recruitment/Selection/ Evaluation/ Promotion/ Policy Decisions
- 5 Files of Government Orders
- 6 Government correspondence
- 7 Advertisement files
- 8 Legal files
- 9 Files of various returns/questionnaires filed with government departments
- 10 Files of correspondence with Labour Commissioner/any other Judicial Authority
- 11 Documents about RTI related matters
- 12 Files related to orders of pay commissions and pay revision
- 13 Files of house allotment
- 14 Agreements
- 15 Files on various labour contracts
- 16 Files on various labour registration
- 17 Chief Vigilance Officer files
- 18 Budgeting & related files
- 19 Minutes of Faculty Recruitment Committee
- 20 All Policy related files
- 21 Minority Community file

- 22 SC/ST file
- 23 Pension file
- 24 Group Insurance Scheme
- 25 Mediclaim file
- 26 Standing Guard files

**II. B Category: (To be kept for 5 years)**

- 1 Files (Personal, CR/ Evaluation, G Series) of all the Temporary employees including TAA/ AAs who have left/ resigned from the Institute services
- 2 Documents relating to Project Staff Appointment

**III. C Category: (To be kept for 02 years)**

- 1 Leave applications
  - 2 Overtime documents
  - 3 Applications for job (either permanent or Tenure Based Scaled Contract or Temporary and Academic or Administrative Positions).
2. Depending upon the situation and future requirement, subject to the change in the law and subsequent approval of the Competent Authority, the existing category of the files could be changed as follows:
- New category could be created/deleted
  - Change of category
3. The documents/files identified for permanent storage need to be binded in a special way to ensure that they are preserved forever.