



# STAFF HANDBOOK 2019

**LOYOLA INSTITUTE OF BUSINESS ADMINISTRATION  
LOYOLA COLLEGE, STERLING ROAD  
NUNGAMBAKKAM, CHENNAI – 600034**

Version 1.11

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## **SECTION I**

### **MISSION**

LIBA is a Jesuit institution committed to working with relentless desire to excel (Magis) with its roots in Ethics. LIBA aims to cultivate men and women who are committed to national development by preparing world-class leaders who are professionally competent, intellectually sharp, ethically sensitive, reaching out to the weak and the less privileged and caring for the well-being of our planet.

### **Vision**

To be a premier management school focusing on excellence and ethics.

### **CULTURE**

Over many years, LIBA has developed its own culture. Students, alumni, faculty, and staff are proud of the "LIBA Culture" that can be characterized by the following traits: informality, flexibility, humanistic approach, smooth interpersonal relationships, and family spirit. Development of a whole person, personal growth integrity, ethics and excellence in business are high points of this culture.

Faculty, staff, and students are expected to contribute to and further strengthen this culture.

### **Values**

LIBA would remain rooted in the core values of excellence, honesty, inclusiveness, integrity, and justice. The management will strive to be an exemplar and trustee of the Jesuit values and aspirations and inculcate them to the faculty, students and all stakeholders. Our faculty would imbibe the ideals the institution stands for and impart them along with a rigorous, high-quality domain knowledge to all our students. Our pedagogy would constantly reflect the needs of the 21<sup>st</sup> century workplace in its content, methodology and evaluation techniques. LIBA would adopt a learner first policy, treating them without discrimination fairly and justly, training them to quest for the best and making them adept at critical thinking, creative problem solving, teamwork and effective communication.

## **SECTION II**

### **Staff Handbook**

This Staff Handbook outlines the policies and procedures for LIBA and explains the responsibilities as a staff of LIBA. This is Version 1.11 of the Staff Handbook and the policies are subject to continuous review and update.

### **1. Scope, Definition, and Commencement**

- 1.1. These Rules may be called the Loyola Institute of Business Administration Staff (Recruitment and Conditions of Service) Rules, 2019. It covers the rules, procedures, schemes, benefits, obligations, duties and code of conduct governing the staff of LIBA.
- 1.2. They shall come into force w.e.f 1<sup>st</sup> January 2019.

### **2. Repeal and Savings**

- 2.1 All rules, orders, and instructions hither-to in force pertaining to the subject matter of any of the provisions of these Rules are hereby repealed.

Provided that, save as otherwise specified in these Rules, any order made, the instruction issued, things done or action taken under the rules, orders and instructions so repealed shall be deemed to have been made under these Rules and shall continue to have force and effect.

- 2.2 Notwithstanding anything contained in these Rules, and save as otherwise provided in these Rules, either expressly or by necessary implication, any right, privilege, concession or facility granted or conferred on the staff under any of the provisions of these Rules shall be in addition to and not in derogation of any such right, privilege, concession, or facility enjoyed by or conferred on him/her under any previous rule, order, instruction or action etc., as the case may be, now repealed, unless specifically repugnant or contradictory to any of the provisions of these Rules.

Provided that such rights, privileges, concessions, or facilities, will cease to have force on coming into force of these Rules if it is found that they were obtained by fraud or misrepresentation or furnishing any incorrect information thereby causing avoidable and wrongful loss to the Institute.

### **3. Application**

- 3.1 These Rules shall apply to all staff of the Institute and shall not apply to:
  - Persons in casual employment.
  - Persons subject to discharge from service on less than one month's notice.
  - Persons for whose appointment and other matters covered by these Rules, special

provision is or has been made by or under any other Rules, contract, or agreement for the time being in force in regard to the matters covered by such Rules, contract or agreement.

- Faculty members.
- 3.2 Notwithstanding anything contained in sub-rule (1), these Rules shall apply to every staff transferred to a service or post coming within the exception of sub-rule (1) to whom but for such transfer, these rules would apply.
- 3.3 Notwithstanding anything contained in sub-rule (1), the Director, may, by order, exclude from the operation of all or any of the provisions of these Rules any particular staff or class of staff if he is satisfied that the operation of such provision causes undue hardship to the staff concerned or class of staff or such exemption or relaxation is otherwise in the interest of the Institute.

#### **4. Definitions**

In these Rules, unless the context otherwise requires:

- 4.1 "Administrator" means the officer appointed as such to remain in charge of the affairs of the staff of the Institute and perform such other duties and functions as may be laid down from time to time in that behalf, under the overall control and superintendence of the Director.
- 4.2 "Appointing Authority" means the Director.
- 4.3 "Board" means the Governing Board of the Institute in whom the control and management of the affairs of the Institute vests in accordance with the rules and regulations of the Institute,
- 4.4 "Chairman" means the Chairman of the Board.
- 4.5 "Dean" means the Dean of the Institute appointed in accordance with the rules and regulations of the Institute.
- 4.6 "Director" means the Director of the Institute and the -Secretary of the Governing Board.
- 4.7 "Disciplinary Authority" means the Administrator in case of minor penalties and the Director in case of major penalties.
- 4.8 "Financial Controller" means the Officer appointed as such to remain in charge of the budget and expenditure of the Institute and to perform such other duties and discharge such other functions as may be laid down from time to time to the overall direction and superintendence of the Director.
- 4.9 "Institute" means the Loyola Institute of Business Administration.

- 4.10 "Month" means a calendar month.
- 4.11 "Rules" means the Loyola Institute of Business Administration, Staff Handbook Rules, 2019.
- 4.12 "Staff" means the different categories of staff of the Institute including:
- Consultants or equivalent in Management Development center
  - Administrative Officer.
  - Accounts Officer, Accountant, Junior Accountant.
  - Librarian, Assistant Librarians, Library Attendants.
  - Stenographers
  - Assistant-cum-typists.
  - Gardeners, Sweepers
  - Maintenance Staff including Electrician and Plumber.
  - Drivers
  - And, such other or similar staff or posts or categories or posts by whatever name designated or called and as may be determined from time to time by the Director.
- 4.13 "Year" means the Calendar Year.

## **5. Strength of Staff under different categories**

- 5.1 The strength of staff under different categories shall be as may, by order, be determined by the Director from time to time keeping in view the needs and requirements of the Institute and the AICTE regulations.
- 5.2 The scales of pay of the different categories of posts shall be as determined by the Board from time to time.
- Explanation: It shall be the endeavour of the Institute to give such scales of pay to its staff as are prevalent under the State Government of Tamil Nadu for similar categories of staff with similar qualifications and experiences.
- 5.3 The criteria of promotion shall be merit, suitability, and loyalty to the causes of the Institute.
- 5.4 Notwithstanding anything contained in the foregoing provisions, the staff of any category with requisite qualifications and experiences can also be appointed to any other categories provided he/she fulfills the criteria laid down under Rule 6.2. In such cases, all persons with similar qualification and experiences will be considered before selection and appointment.
- 5.5 The prescribed qualifications and experiences and age limits for each category of posts shall be laid down by the Director.

## **6. Procedure of Appointment**

- 6.1 The Director shall, from time to time, assess the requirements of the Institute as regards various categories of posts and determine the vacancies to be filled up. After the vacancies to be filled up are determined, the Director shall proceed to fill up the same.
- 6.2 Intimation of vacancies along with prescribed qualifications and experiences shall be notified in the Office Notice Board in addition to other methods decided under Rule 7.3.
- 6.3 The details of the procedure to be followed, in the matter of filling up of vacancies, such as an advertisement, or suitable notification inviting applications, the constitution of Selection Committee, the manner of conducting an interview, assessment of merit etc., shall be decided by the Director, as appropriate.

Explanation: Regarding questions as to the commitment and loyalty of staff to the causes of the Institute, the decision of the Director shall be final.

## **7. Appointment**

- 7.1 All appointments shall be made by the Director and Dean (Administration).
  - 7.1.1 The appointment shall initially be made for a period of two years during which period the concerned staff shall be on probation. The probation may be extended for one more year if the staff does not demonstrate the expected performance.
- 7.2 Probation shall be governed by Rule 8

## **8. Probation**

- 8.1 Every person appointed to any post shall be on probation for a period of two years. At the end of the probation period, an evaluation will be done and a probation period evaluation form will be administered by the concerned administrator. The probation period evaluation form (Annexure I) is enclosed for this purpose.
- 8.2 The Director, may, if he thinks fit, extend the period of probation in any case, up to a maximum period of one more year.
- 8.3 If at the end of the period of probation including the extended period of probation if any, the Director is satisfied that his/her continuance in the post/service would not be in the interest of the Institute, he may order the termination of the probation, in which event the probationer shall revert back to his/her parent post in which he/she has been confirmed in case of promotion or lateral appointment to another post and in case of initial appointment, his/her services would stand terminated.

Explanation: The Director shall be the sole judge of the probationer's performance and its consistency with the interest of the Institute.

- 8.4 During the review, the period of probation shall be deemed to be extended by one year more or if an order extending the period of probation is made, the date, if any, specified in the said order not extending one year, as the case may be.
- 8.5 In absence of any order at the end of two years declaring the satisfactory completion of the period of probation or otherwise, the appointment will be deemed to have been terminated in terms of Rule 9.3.

## **9. Confirmation**

- 9.1 At the end of the year of probation or at the end of the extended period of probation, if any, if the Director is satisfied that the probationer has satisfied the reasonable expectations of the Institute commensurate with his/her grade, then the appointee shall be issued an order of confirmation.

### **Explanation:**

- Before confirmation, the Director in his discretion or any Officer authorized by him may personally interview the concerned staff in order to satisfy himself/herself that he/she is suitable and fit for confirmation.
  - Staff who were appointed before the coming into force of these rules, but have not yet been confirmed, may also similarly be interviewed, before confirmation.
- 9.2 All staff shall, at all times, maintain absolute integrity, the decorum of conduct, devotion and commitment to duty and to the objects of the Institute.
- 9.3 Every staff shall, at all times, carry out the orders and act according to the instructions of his/her superiors so far as his/her official duties are concerned.
- 9.4 No staff shall, by any expression or implied act of omission or commission do anything which shall have the effect of compromising the interest and the aims and objects of the Institute and of embarrassing or is capable of embarrassing the relationship of the Institute with any Agency or authority in relation to such aims and objects.
- 9.5 No staff shall, with a view to ventilating his/her grievance, whether such grievance is individual or general in character or for any other reason, take recourse to cessation of work, acting singly or in combination with others or refusal to work with others under a common understanding with other persons who are or have been so employed to work or accept employment.
- 9.6 All grievances, if any, should be sorted out and settled in a peaceful manner, by representation and negotiation, wherever necessary.
- 9.7 The following acts of omission and commission, which are illustrative but not exhaustive, shall be deemed to constitute misconduct and entail disciplinary action namely:



- Transgression or violation of any rule, order, instruction or code of guideline issued by any superior or competent authority.
- Violation of the provisions of Rule 9.3, 9.4, 9.5, 9.6 and 9.7.
- Late attendance, without valid and justifiable cause, for more than three occasions in a month.
- Negligence or failure to perform duties of the post or any specific duty or job assigned.
- Habitual absence without leave/ absence without leave for more than five consecutive days/ overstaying leave sanctioned more than 15 days without sufficient and satisfactory grounds, will be deemed that the concerned staff has resigned. He/she will cease to be in the employ of the Management with effect from the date of expiry of 15 days counted as above.
- Insubordination.
- Commission of any act including drunkenness, fighting, riotous conduct, disorderly or indecent behaviour, gambling, criticising the aims and objects of the Institute and its officers, subversive of discipline or good behaviour or morale of the staff inside the premises of the Institute or outside if such an act has a bearing on the discipline or reputation or goodwill of the Institute or on the morale of the staff.
- Making false statements, committing fraud and misrepresentation and thereby obtaining the unfair or unintended or unearned advantage of facility or gain or putting the Institute to wrongful loss.
- Tampering with the records or papers or documents of or disclosing information relating to such records of papers or documents which may come into his/her possession in course of his/her work/duties.
- Threatening or intimidating or using force or any form of violence against any staff or person inside or outside the premises of the Institute.
- Theft, fraud or dishonesty in connection with or damage or breakage to any business or property of the Institute or of the property of another person working in the Institute or any other property lying in the premises of the Institute.
- Holding meetings inside the premises of the Institute without previous permission of the competent authority.
- Accepting or giving, bribe or any illegal gratification, directly or indirectly.
- Involvement including commission, and abetment or conviction on any offense in a court of law, including moral turpitude.
- Double or part-time employment in any organisation/institution or under any person other than the Institute.

9.8 Notwithstanding anything contained in the foregoing provisions, it shall be competent for the Director to lay down, in addition to the above, special rules of conduct for staff employed on special duties such as security guard.

## **10. Promotion**

10.1 LIBA recognizes the outstanding performance of some of its staff by providing opportunities for an upward movement. Mainly a promotion can be to a higher band or higher grade. Promotion can occur as a result of:

10.1.1 Re-evaluation of an existing job: Some responsibilities might be added to your current job which necessitates a re-evaluation. If as a result of the re-evaluation, the position is placed in a higher zone/grade, you will be eligible for a promotion if your qualifications, experience, and performance match the competencies of the additional responsibilities.

10.1.2 Vacancy in a position at a higher zone/grade: LIBA is committed to the career development of its own staff. In case of vacancies, priority will be given to internal candidates.

## **11. Increment in/or addition to pay**

11.1 Annual increment normally commences on July 1st of a year.

11.2 The first annual increment of a staff joining service shall be given on satisfactory completion of the period of probation, provided that if the period of probation has been extended, the first annual increment shall be given at the end of such extended period with cumulative effect.

11.3 Subsequent increment shall be allowed after confirmation of the staff annually for satisfactory performance. Provided that the staff will be allowed to cross the expected performance level in a time scale of pay only if his/her performance is extraordinarily good.

11.4 In case a person is held up at the efficiency bar, then subsequent annual increment will be counted from the date of crossing the bar.

11.5 Increments in pay, to such extent and from such date, may be granted by the Director if he/she shows outstanding performance.

The Director will be the sole judge of what constitutes outstanding performance or extraordinarily good.

11.6 Increment (s) may be granted in favour of a staff who obtains any extra degree or qualification which will have the effect of increasing his/her efficiency or improving the performance of the duties of his/her post.

Where a staff working on a particular scale of pay is appointed to another post carrying another scale of pay, then his/her pay, on joining the new post, shall be fixed at the minimum of the new scale, if the minimum is more than the basic pay drawn by the staff. If the basic pay drawn by the staff is more than the minimum of the new scale, then

his/her pay in the new scale shall be fixed at a stage in the new scale next above the basic pay drawn by the staff.

- 11.7 Detail instructions, supplementing the above, regarding the admissibility of pay or allowances on specific occasions, counting particular period towards duty and regarding all matters ancillary thereto may be issued by the Administrator in consultation with the Financial Controller as the case may be, and with the approval of the Director.

## **12. Working Schedules**

- 12.1 Holidays: National and festival holidays as notified in the Institute's calendar are allowed to all staff. Sundays will be weekly off days unless otherwise specified. Saturdays will be half day off.

Explanation: The above holidays are different from academic holidays which are allowed to students and teaching staff. The staff members are not entitled to such academic holidays.

- 12.2 Eight hours of work constitute a working day for all staff. The usual timings are from 9.00 am to 1.00 pm and from 1:30 pm to 5:30 p.m. except in case of those who are on special duties, characteristics of their work such as those who are on evening or night duty. The working schedule of such staff shall be as may be prescribed by the Director.
- 12.3 Every member of the staff is expected to be responsible for completion of the work that is a part of his/her duties or that is expressly assigned to him/her duties by his/her superior(s).

Where in exigencies or circumstances, additional work is assigned to any staff or the work is required to be completed at a stretch, he/she will have to complete it and will, later on, be permitted to either take time off on another occasion (compensatory off) or avail monetary benefit. However, monetary benefit or compensatory off is at the sole discretion of the Dean Administration.

- 12.4 Where the duty requires that it has to be performed continuously without break and in shifts, then the concerned staff shall have to perform the duty beyond his/her duty till his/her reliever in the other shift joins and in such an eventuality he/she will be either permitted to take time off equivalent to extra time engaged on other occasions (compensatory off) or avail monetary benefit. However, monetary benefit or compensatory off is at the sole discretion of the Dean Administration.
- 12.5 Overtime should be approved by the respective head of department followed by approval from the Administrator and Dean Administration. Overtime will be calculated and paid at the end of every month.
- 12.6 Notwithstanding anything contained in the foregoing provisions, in exigencies of requirements, any member of staff can be called upon to attend office duty at any other

time in a working day or in a holiday for which he/she will be permitted to take time off subsequently without any overtime allowances.

#### 12.7 Attendance and Punctuality

Your punctuality at work will be observed. All staff members are responsible to report to work on or before the scheduled work time and leave on or after the scheduled work time. Violations of the stated work hours, excessive tardiness and falsifying time sheets will be subject to progressive disciplinary action up to and including termination of employment.

### 13. Transfer

13.1 All staff will be liable for transfer from one department to another or from one section or branch to another without prejudice to their wages or salary or continuity of service.

13.2 Staff in the same grade and carrying the same scale of pay and the same or similar or recruitment qualification can be transferred to perform their duties inter-changeably without claim to extra remuneration.

13.3 A staff in a particular scale of pay and post can be asked to work temporarily against another post carrying higher responsibilities and duties in a higher scale of pay with such extra remuneration or special pay as may be decided by the competent authority, without claim to pay in the higher scale of pay.

### 14. Leave

14.1 Leave of any kind cannot be claimed as a matter of right, but will be granted according to exigencies of circumstances. Leave taken without sanction will entail loss of emoluments besides inviting disciplinary action.

14.2 Staff on probation is not entitled to any leave except on medical grounds or on an emergency in which case pro-rata deduction shall be made from the salaries and allowances admissible.

14.3 Sanctioned leave beyond what is due at the credit of the staff will be treated as extraordinary leave without pay.

14.4 Every member of the staff on confirmation will be eligible to get 15 days of medical leave per year with full pay. Such leave beyond three days will be granted only on medical certificate from a medical practitioner recognised by the Institute.

Explanation: Staff availing leave on medical grounds will be admitted to duty only on production of a certificate of fitness from a medical practitioner recognised by the Institute.

**Maternity** leave with full pay will be admissible to a confirmed female staff according

to the Maternity Benefit Act, 2017 which allows 26 weeks of paid leave.

- 14.5 Leave up to a maximum period of one year (i.e. 365 days) without pay may be granted by the Institute to any staff in case of terminal sickness or other serious ailment requiring prolonged treatment.
- 14.6 Annual leave up to a maximum of 18 days and casual leave up to a maximum of 12 days in a year will be admissible to all staff, excluding weekly off.
- 14.7 All kinds of leave will be sanctioned by the Administrator, in suitable cases, with the approval of the Director.

A Leave Application form (Annexure II) must be used for applying for leave.

Detail instructions for admissibility of different kinds of leave, the manner of applying for the same, and for all ancillary matters may be issued by the Administrator with the approval of the Director.

## **15. Other Benefits**

- 15.1 All staff shall be eligible to get dearness allowance from time to time as per rates applicable to the similar class of staff under the State Government. They are also eligible for house rent allowance as per the rules of the Government.
- 15.2 All staff shall be eligible to be members of the Provident Fund Account in accordance with the Rules of the Institute in this regard.
- 15.3 Confirmed staff members are eligible for a medical allowance or any other medical benefit as the Institute provides from time to time.
- 15.4 Reimbursement of expenses incurred by staff for official purposes shall be made only after due review and approval by the functional head and Director. An expense claim form (Annexure V) must be used for this purpose.
- 15.5 Expenses for travel undertaken by staff for official purposes shall be provided/reimbursed only after due review and approval by the Director. A travel request form (Annexure IV) must be used for this purpose.

## **16. Termination**

- 16.1 Termination due to unsatisfactory performance - Employees with unsatisfactory performance ratings are liable to be terminated from service, serving a notice period of one month.
- 16.2 Termination due to medical unfitness - Employees who are deemed to be medically unfit for their positions by an approved medical authority shall be terminated from service.

- 16.3 Terminations due to disciplinary measures - Employees who have committed major misconduct are liable to be terminated by a decision of the Director. In such cases, the employee will be terminated with immediate effect.

Note: Employees are entitled to their final settlements, as specified under the resignation final settlement rules in all cases of termination.

## **17. Superannuation, Resignation and Gratuity**

- 17.1 The age of superannuation of staff is 60. All staff shall retire on completion of the age of 60 years.

Provided that for special categories of staff, such as security or maintenance staff etc., the age of superannuation may be fixed at a lower level with the approval of the Board.

- 17.2 Extension of service to a staff who has retired may, however, be granted by the Director, in exceptional circumstances, subject to such terms and conditions as may be laid down by the Director.

- 17.3 A staff may resign from his/her position by giving three months notice in writing. The notice period may be waived by the Director in special circumstances.

- 17.4 A staff, during the period of his/her probation, may resign from his/her post after giving one month's notice in writing. In case of failure to give the required notice, he/she will forego salary in lieu of notice.

- 17.5 On relinquishing office (retirement, resignation etc.), the concerned staff will be eligible to get such benefits such as gratuity as is admissible under the gratuity rules.

- 17.6 Exit Interviews will be conducted by the Dean/Director with staff prior to separation from the institution. Notes regarding the exit interview will be documented on the Exit Interview form (Annexure V)

- 17.7 Separated employees need to complete the Final Clearance Form (Annexure VI) and the Handover Checklist (Annexure VII) and secure signature of the Director before Finance releases the end of service settlement.

## **18. Disciplinary Control and Imposition of Penalties**

- 18.1 The following penalties may be imposed on a member of the staff for good and sufficient reasons, namely:

- a) Fine
- b) Censure.
- c) Withholding of increments or promotions.
- d) Recovery of the whole or any part of pecuniary loss caused to the Institute by misconduct, negligence, or breach of orders or by any act of omission or commission.

- e) Suspension.
- f) Reduction to a lower grade or post.
- g) Removal from service.

Explanation: Good and sufficient reasons in Sub-rule (I) include, among others, transgression or violation of any rule of conduct, instruction, order, and negligence in or breach of duty and discipline, moral turpitude, etc., and other acts of omission and commission or conduct which are prejudicial to the interests and objectives of the Institute.

18.2 Penalties enumerated in (a) to (e) of sub-rule (I) are minor penalties and those enumerated in (f) and (g) of sub-rule (I) are major penalties.

18.3 The following shall not amount to penalties, namely:

- Non- promotion of an incumbent after considering his/her case for promotion to which he/she is eligible.
- Reversion, to his/her parent grade or post, if a person appointed on probation to another grade or post during or at the end of the period of probation in accordance with the terms of his/her appointment or the rules and orders governing probation.
- Termination of the services of a person appointed on probation during or at the end of the period of probation, including the extended period of probation, if any, in accordance with the terms of his/her appointment or the rules and orders governing probation.
- Termination of the services of a person who was appointed purely on a temporary basis in terms of his/her appointment or of a person employed under an agreement or contract in accordance with the terms of such contract or agreement.

18.4 Notwithstanding anything contained in the foregoing provisions, or in any provision of these rules, the services of the member of the staff may be terminated if he/she becomes of unsound mind or insolvent or is involved in moral turpitude or convicted of any criminal offense or if the nature of service rendered by the incumbent is no longer required by the Institute or if it is established that he/she has taken up employment under any other organisation or under any other person.

Provided that in case any doubt arises as to whether any offense is an offense involving moral turpitude, the decision of the Director subject to the orders passed by the Chairman in appeal, filed within a period 30 days from the date of the Director's decision, shall be final.

### **18.5 Sexual Harassment at the Workplace**

The Institute is committed in dealing with and doing away with any instance of Sexual Harassment. For this, a Complaints Committee for Sexual Harassment at the Workplace has been formed.

18.5.1 Complaints Committee for Sexual Harassment means a Committee constituted by the management to look after the allegation of sexual harassment at the

workplace. The said Committee has been constituted according to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

- 18.5.2 "Sexual Harassment" means and includes such unwelcome sexually determined behavior (whether directly or by implication) as
- a) Physical contact and advances,
  - b) A demand or request for sexual favor,
  - c) Sexually colored remarks,
  - d) Showing pornography,
  - e) Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

## **19. Imposition of minor penalties**

- 19.1 An appeal against the order of the Administrator imposing any minor penalty shall be to the Director within 30 days of imposition of such penalty.
- 19.2 No order imposing any of the minor penalties shall be passed except after the staff is informed in writing of the proposal to take action on him/her and of the allegation(s) on which it is proposed to be taken and given an opportunity to make any representation he/she may wish to make, and such representation, if any, is taken into consideration by the Disciplinary Authority.
- 19.3 The Director, may on appeal, which shall be filed within 30 days, after being satisfied that the due procedure has been compiled with, set aside, reduce, confirm or enhance the penalty or may remit the case to the Disciplinary Authority with such direction as he/she may deem fit in the circumstances of the case.
- 19.4 No order enhancing the punishment shall be passed without giving an opportunity to the Appellant to make any representation which he/she may wish to make against such an enhanced penalty.
- 19.5 In case the Appellate Authority proposes to impose a major penalty then the procedure laid down in Rule 20 shall be followed.

## **20. Imposition of major penalties**

- 20.1 No order imposing a major penalty shall be passed except after an inquiry is held, as far as may be, in the manner hereinafter provided.
- 20.2 The Disciplinary Authority shall frame definite charges on the basis of allegations on which the inquiry is to be held. Such charges shall be communicated in writing to the delinquent who shall be required to submit, within such time as may, be specified by the Disciplinary Authority, not ordinarily exceeding 15 days, a written statement of his /her defense and also to state whether he/she desires to be heard in person. The delinquent



shall, for the purpose of preparing his/her defense, be supplied with or given the opportunity to have access to all relevant documents on which the allegations are based.

- 20.3 On receipt of the written statement of defense, and if no such statement is received within the time specified, the Disciplinary Authority may itself inquire into such of the charges as are not admitted or if it considers necessary so to do, appoint an Inquiry Officer for the purpose. The Disciplinary Authority may nominate any person to present the case in support of the charges before the Inquiring Officer.
- 20.4 The Inquiring Officer shall, in the course of the inquiry, consider such documentary evidence, and take such oral evidence as may be relevant or material in regard to the charges. After the conclusion of the inquiry, he/she shall prepare a report of the inquiry recording its findings on each of the charges with reasons. Therefore, he/she may also recommend punishment to be inflicted when the charges are established on the findings.
- 20.5 The Disciplinary Authority shall, if he/she is not the Inquiring Authority, consider the report and the record of inquiry and record of its findings on each charge. If the Disciplinary Authority is tentatively of the opinion that any of the major penalties should be imposed then before imposing the penalty, furnish a copy of the report of the inquiring authority and where the Disciplinary Authority is not the Inquiring Authority, a statement of its findings, calling upon him/her to make any further representation he /she may wish to make. Such representation, however, shall be based only on the evidence adduced during the inquiry. Thereafter, the Disciplinary Authority, having regarded to the findings and the recommendations of the Inquiring Authority and to the representation of the delinquent, if any, shall pass appropriate orders in the case.
- 20.6 An appeal against the order of the Director shall lie to the Chairman within 30 days from the date of communication of the order of the Director.

The penalty to be imposed shall be subject to such modifications, orders or directions as the Chairman may direct under the circumstances.

## **21. Suspension**

- 21.1 Notwithstanding anything contained in the foregoing provisions, the Appointing Authority may place a staff under suspension.
- Where a disciplinary proceeding against him/her is contemplated or is pending, or
  - Where a case against him/her in respect of any criminal offenses is under investigation or trial.
- 21.2 A staff who is detained in custody whether on a criminal charge or otherwise for a period exceeding 48 hours shall be deemed to have been suspended with effect from the date of detention, by an order of the Appointing Authority and shall remain under suspension until further orders.
- 21.3 An order of suspension made or deemed to have been made under this rule may, at any

time, be revoked by the Authority which made or is deemed to have made the order.

- 21.4 Where a penalty of removal of service imposed upon a staff under suspension is set aside in appeal under these Rules and the case is remitted for further inquiry or action or with any other directions, the order of his suspension shall be deemed to have continued in force, on and from the date of the original order of removal and remain in force until further orders.
- 21.5 The Disciplinary Authority while passing the final order of punishment or of release in the disciplinary proceeding against the staff shall give directions about the treatment of the period of suspension which is passed not as a measure of substantive punishment but as suspension pending inquiry and indicate whether the suspension would be treated as a punishment or not.
- 21.6 A staff under suspension shall be paid subsistence allowance in accordance with the Standing Orders Act (Sec 10-A) in this regard-
- a) at the rate of 50% of wages which the staff was entitled to immediately preceding the date of such suspension, for the first 90 days of suspension; and
  - b) at the rate of 75% of such wages for the remaining period of suspension if the delay in the completion of disciplinary proceedings against such staff is not directly attributable to the conduct of such staff.

## **22. Issue of instructions**

- 22.1 For removal of doubts it is hereby clarified that apart from that provided under Rules 13 and 15 all staff are subject to the control of the Administrator under the overall superintendence of the Director, and are required to work in accordance with such guidelines and instructions as may be issued or laid down by him from time to time.
- 22.2 Without prejudice to the above, the Administrator may, with the approval of the Director, issue instructions regarding maintenance of individual personnel records, leave accounts and other matters incidental and ancillary thereto and to other conditions of service.

## **23. Relaxation**

Where the Director is of the opinion that it is necessary or expedient so to do, he may, by order, for reasons to be recorded in writing, relax any of the provisions of these Rules in respect of any class or category of cases/ persons /posts.

## **24. Interpretation**

If any question arises relating to the interpretation of these Rules, it shall be referred to the Director, who shall give his decision and such decision shall be final.

# SECTION III

## Annexures

### ANNEXURE I: PROBATION PERIOD EVALUATION FORM

<b>Staff Name:</b>	<b>Joining Date:</b>	<b>Job Title:</b>
<b>Grade:</b>	<b>Department:</b>	<b>Period covered by this appraisal:</b>
<b>Date of Review:</b>	<b>Reviewer's name and signature:</b>	

**Area for review**

1. Have you provided the staff with a clear description of the job? Yes \_\_\_\_ No \_\_\_\_
  
2. Have you reviewed the job requirements with the staff? Yes \_\_\_\_ No \_\_\_\_
  
3. How has the staff accomplished what you would expect after this short period of employment with respect to:

	Fails to meet job standards	Meets job standards	Exceeds job standards
Knowledge of job			
Productivity			
Quality of Work			
Work Attitude and Cooperation			
Dependability			
Initiative			

4. Are there certain areas where the staff excels?

Specify: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Are their areas where improvement is desirable?

Specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Evaluation**

1. Do you recommend confirming the staff? Yes \_\_\_\_ No \_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. If no, do you recommend extending probation period? Yes \_\_\_\_ No \_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. If no, do you recommend terminating the staff's service? Yes \_\_\_\_ No \_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments**

It is extremely important at this time to talk with the staff about progress, point out areas of satisfactory work, discuss areas where improvement is needed, and engage in future performance planning.

Staff's comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Staff's signature: \_\_\_\_\_

Director's comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Director's signature: \_\_\_\_\_ Date of review \_\_\_\_\_

## ANNEXURE II: LEAVE REQUEST FORM

Application:  New  Amended Application

Date of Submission: \_\_\_\_\_

Name: \_\_\_\_\_

Department: \_\_\_\_\_

Mo nth	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

**Note: Please fill in the table above expected days of leave according to the guide provided below:**

A: Annual Leave

S: Sick Leave

C: Casual Leave

E: Educational Leave

U: Unpaid Lave

M: Maternity Leave

EX: Exceptional Leave

O: Other Leave (please specify)

First Day of Leave: \_\_\_\_\_

Duration of Leave: \_\_\_\_\_ (days)

Last day of Leave: \_\_\_\_\_

Duty Resume Date: \_\_\_\_\_

Ticket Reimbursement:  Yes  No  N/A

Leave Type:  Local  Overseas

Destination: Chennai - \_\_\_\_\_ - Chennai

Address while on Leave:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Number while on Leave:

\_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Director Signature: \_\_\_\_\_

### ANNEXURE III: EXPENSE CLAIM FORM

Name:

Date:

Department:

Transaction Date	Description	Invoice No./ Reference No.	Amount (Rs)
<b>Total Expenses</b>			0.00
<i>Less: Advances</i>			
<b>Net reimbursement now claimed</b>			0.00

**Total amount claimed in words: Rupees**

Signature of Claimant: \_\_\_\_\_ Approved by: \_\_\_\_\_

Signature of Director \_\_\_\_\_ Date: \_\_\_\_\_

**ANNEXURE IV: TRAVEL REQUEST FORM**

<b>BUSINESS TRAVEL FORM</b>					<b>Reference</b>		
					<b>Travel Date</b>		
<b>Name:</b>							
<b>Job Title:</b>					<b>Department</b>		
<b>Travel Expense to be charged to which Unit:</b>							
<b>Contact Number while on trip:</b>							
<b>SUMMARY OF REASON FOR TRAVEL</b>							
<b>Travel Details</b>							
<b>Date of Travel</b>		<b>From</b>	<b>City</b>	<b>County</b>	<b>To</b>	<b>City</b>	<b>Country</b>
<b>Class of Travel</b>		<input type="checkbox"/> <b>First</b>		<input type="checkbox"/> <b>Business</b>		<input type="checkbox"/> <b>Economy</b>	
<b>Note: Please specify if stopovers and transit were taken to other countries for personal reasons. The difference to these routes will be charged to employee personnel account.</b>							
<b>HOTEL BOOKING</b>							
<b>Required</b>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<b>Please specify preferences if any:</b>				
<b>CASH ADVANCE</b>							
<b>Required</b>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<b>Amount Advanced :</b>				
			<b>Requested by</b>	<b>Approved by</b>	<b>Date</b>		
<b>Purpose of travel:</b>							
<b>APPROVALS</b>							
<b>Requested By Name:</b>				<b>Approving Authority:</b>			
<b>Signature:</b>				<b>Signature:</b>			

## ANNEXURE V: EXIT INTERVIEW FORM

<b>Employee Name:</b>	<b>Department:</b>	<b>Position:</b>
<b>Grade:</b>	<b>Joining Date:</b>	<b>Exit Reviewer's Name:</b>

1. Why are you leaving (Please check MAIN reasons only)?

- |   |  |
|---|--|
| <p>___ To join another firm</p> <p>___ To work abroad</p> <p>___ To enter business for self</p> <p>___ To pursue studies</p> <p>___ Health reasons</p> <p>___ Unsatisfactory</p> <p>___ Do not like my supervisor</p> | <p>___ Lack of opportunity for advancement</p> <p>___ Unsatisfactory salary</p> <p>___ Too much pressure</p> <p>___ Do not like my job</p> <p>___ Long working hours</p> <p>___ Other reason (please specify)</p> <p>_____</p> |
|---|--|

2. Please give details on THE MOST IMPORTANT reasons for leaving:

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3. What is the level of your understanding of YOUR JOB and WHAT IS EXPECTED OF YOU?

VERY CLEAR       FAIRLY CLEAR       NOT CLEAR

4. How do you feel about your pay FOR THE WORK YOU ARE DOING?

VERY FAIR       FAIR       UNFAIR



5. What do you especially "LIKE" OR "DISLIKE" about the Authority?

	LIKE	DISLIKE		LIKE	DISLIKE
Quality of service	_____	_____	Job Security	_____	_____
Corp. Regulations	_____	_____	Salary	_____	_____
Work group relations	_____	_____	Working condition	_____	_____
Supervision	_____	_____	Advancement	_____	_____
Management	_____	_____	Opportunity	_____	_____
Job Training	_____	_____			

Others:

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25. If a good friend of yours were looking for a job, would you recommend us to him/her?

Yes                       Undecided                       No

7. Additional comments: \_\_\_\_\_

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Employee's Signature

Interviewed by: \_\_\_\_\_

Recommendations: \_\_\_\_\_

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## ANNEXURE VI: CLEARANCE FORM

<b>Employee Name:</b>	<b>Department:</b>	<b>Position:</b>
<b>Grade:</b>	<b>Joining Date:</b>	<b>Exit Date:</b>

**Operations:**

I certify that all keys and other items belonging to LIBA have been returned.

- The ID card has been returned
- The Insurance Card has been returned
- The Room and Cupboard keys have been returned.

**Name & Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Information Technology:**

- All IT equipment (hardware/software) returned and accepted, e-mail is scheduled for disabling, telephone disconnected, and name removed from telephone list.

**Name & Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Relieving Authority:**

- Exit interview has been completed

**Name & Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ANNEXURE VII: HANDOVER CHECKLIST**

Employee Name:

Last Working Date:

Position:

Direct Manager's Signature:

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Pending Work Matter: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work Procedures: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tasks & Responsibilities: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contacts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work Material (Files. etc): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Passwords: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



*P. Christy*

Fr. P. Maria Joseph Christie, S.J

Director

DIRECTOR  
LOYOLA INSTITUTE OF  
BUSINESS ADMINISTRATION  
LOYOLA CAMPUS  
CHENNAI - 600 034