



**Loyola
Institute of
Business
Administration
(LIBA)**
A Jesuit Business School

LIBA STAFF HANDBOOK ON RULES & CONDITIONS OF SERVICE, 2023

(For private circulation only)

referred
Agree

[Signature]
23/11/2023



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SECTION I

VISION

Becoming a Premier Jesuit Business School in the world by forming leaders of global repute who are committed to excellence with ethics.

MISSION

- M1: To train students to acquire professional competencies to lead business and social enterprises.
- M2: To help form global attitude to face challenges and utilize opportunities.
- M3: To provide avenues in learning to become ethically and environmentally sensitive and responsive.
- M4: To guide and accompany students and other stakeholders in their being and becoming compassionate to the marginalized

VALUES

- Passion for Excellence
- Ethical conduct
- Creative and Critical thinking
- Global outlook
- Inclusiveness
- Social consciousness

PROGRAM EDUCATIONAL OBJECTIVES (PEOs)

- **PEO 1: Professional Competency**
To achieve excellence through the development of managerial and leadership competency.
- **PEO 2: World Class Leaders**
To equip with relevant knowledge in the business domain
- **PEO 3: Ethically Sensitive**
To impart ethically sensitive leadership practices
- **PEO 4: Socially Conscious**
To transform into global principled leaders who are socially conscious.

SECTION II

Manual

This manual outlines the policies and procedures for LIBA Staff 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 (LIBA) Staff (Recruitment and Conditions of Service) Rules, 2023. 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. 12th November 2023.

2. Repeal and Savings

2.1. All rules, orders, and instructions hitherto in force pertaining to the subject matter of any of the provisions of these Rules are hereby repealed.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Rules, any order made, the instruction issued, things done or action taken under the rules, orders and instructions so repealed shall be deemed to have been made under these Rules and shall continue to have force and effect.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 Board of Governors 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-Administration 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 Board of Governors.
- 4.7. "Disciplinary Authority" means the Dean-Administration 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 (LIBA).
- 4.10. "Month" means a calendar month.
- 4.11. "Rules" means the Loyola Institute of Business Administration (LIBA), Staff Handbook Rules, 2023.
- 4.12. "Staff" means the different categories of staff of the Institute including Executives or equivalent in Management Development Centre.
- Administrative Officer and Senior Administrative Executives.
 - Accounts Officer, Accountant, Junior Accountant.
 - Librarian, Assistant Librarians, Library Attendants.
 - Secretaries
 - Administrative Executives and Assistants.
 - Housekeeping personnel
 - Maintenance and IT Staff including Electrician and A/c Mechanics.
 - 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 Academic 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 endeavor 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. HR Department

- 6.1. In April 2020 the new HR Department was added to streamline and strengthen LIBA's recruitment, training, staff development and relieving processes. The department will be responsible for the following core activities in the institute:
 - Analyze HR needs of faculty and staff including recruitment, selection and appointment.
 - Induct, on-board and train employees.
 - Devise and put in place HR Systems and Process in the institute's administration with the help of the Core Advisory Committee.
 - Payroll processing.
 - Conduct performance appraisal to ensure optimum performance by employees at all times.
 - Employee Grievance Redressal.
 - Protection of Employees to create a conducive working environment. Document all entry, promotion and exit formalities.

7. Procedure of Appointment

- 7.1. 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.
- 7.2. 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. 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.

8. Appointment

- 8.1. All appointments shall be made by the Director and Dean (Administration).
- 8.2. Persons appointed to any level of the staff shall, on the first appointment in the Institute's service, be required to be one year on contract, and for a period of at least one year on probation, maximum of two years from the date of joining the service: first year on contract, second year on probation.
- 8.3. Probation shall be governed by Rule 9.

9. Probation

- 9.1. Every person appointed to any post shall be on contract for the first year and at least one year on probation. At the end of the probation period, an evaluation will be done by the concerned administrator.
- 9.2. The appointing authority may, at its discretion, reduce or extend the probation period.
- 9.3. The Director, may, if he thinks fit, extend the period of probation in any case, up to a maximum period of one more year.
- 9.4. 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.

- 9.5. 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.
- 9.6. In absence of any order at the end of probation declaring the satisfactory completion of the period of probation or otherwise, the appointment will be deemed

to have been terminated in terms of Rule 10.3.

10. Confirmation

10.1. 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.

10.2. 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.

10.3. 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.

10.4. 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 relations hip of the Institute with any Agency or authority in relation to such aims and objects.

10.5. 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.

10.6. All grievances, if any, should be sorted out and settled in a peaceful manner, by representation and negotiation, wherever necessary.

10.7. 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 10.3, 10.4, 10.5, 10.6 and 10.7.
- 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 organization/institution or under any person other than the Institute.
- 10.8 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.

11. Performance Management

The success of the Institute depends to a considerable degree, upon an effective Performance Management Program. Evaluating people's performance is a complex process - which needs to be timely, fair and consistent.

LIBA initiated the practice of performance management through appraisal and feedback from the academic year 2019-20. The exercise was part of the revamping plan to re-brand LIBA

and increase its visibility towards achieving the vision of becoming one among the top B-Schools in the country under the new leadership of the Director.

– Rev. Dr. C. Joe Arun, SJ.

- As a first step to assessing and monitoring the performance of employees, every employee shall fill in a daily work log of what all works they do in a day. The same has to be submitted to the reporting superior at the end of the month.
- A performance review exercise is conducted once a year in line with the 360-degree appraisal where the performance of the individual is appraised by himself, his colleagues, subordinates and superiors.
- A final feedback regarding areas of growth and areas of improvement are communicated to the employee at the end of the academic year.

The performance review aims to measure, empower, motivate and train personnel by implementing PIME (Planning, Implementing, Measuring and Evaluating) programs and functions. The purpose of the review process is to reflect on the achievements and challenges faced by the employee during the course of the year. It also forms the basis of deciding the increments and charting growth map for all employees.

12. Promotion

- 12.1. 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:
- 12.2. 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.
- 12.3. 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.

13. Increment in/or addition to pay

- 13.1. Annual increment normally commences on July 1st of a year.
- 13.2. 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.

- 13.3. 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.
- 13.4. 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.
- 13.5. 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.
- 13.6. 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.

- 13.7. 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.

14. Working Schedules

- 14.1. 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. Alternate Saturdays will be off. In case there is fifth Saturday in a month, it will be a compulsory working day for all staff

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.

- 14.2. Staff working hours fall in three shifts:
7:30am – 4.00pm
8.30am – 5.00pm
1.00pm – 9.00pm

- 14.3. 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 he has been asked to work on an Institution approved holiday/ bi-weekly off by a competent authority, he/she will have to complete it and will, later on, be permitted to take time off on another occasion (compensatory off). However, compensatory off must be availed within 30 days from the date of such work. If the comp-off is not availed within 30 days, it will expire and cannot be claimed on any further date.

- 14.4. 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.

14.5. 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.

15. Transfer

- 15.1. 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.
- 15.2. 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 interchangeably without claim to extra remuneration.
- 15.3. 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.

16. Leave

- 16.1. 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.

16.2. All staff are eligible for the following leaves in an academic year.

Casual Leave: 12 days

Medical Leave: 15 days

Annual Leave: 18 days

16.3. A staff joining the institution in the middle of an academic year will be allowed casual leave, medical leave and annual leave on pro-rata basis.

16.4. Any leave not availed during a year, lapses at the end of the year. No leaves can be carried over or encashed.

16.5. Sundays/holidays preceding or succeeding the leave will not be counted as leave.

16.6. Sanctioned leave beyond what is due at the credit of the staff will be treated as extraordinary leave without pay (Loss of Pay).

16.7. **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.

16.8. 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.

16.9. All kinds of leave will be forwarded by Administrator, sanctioned by the Dean - Administration, in suitable cases, with the approval of the Director.

16.10. All leave applications must be made on the ERP.

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.

17. Other Benefits

17.1. 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.

17.2. All staff shall be eligible to be members of the Provident Fund Account in

accordance with the Rules of the Institute in this regard.

- 17.3. Confirmed staff members are eligible for a medical allowance or any other medical benefit as the Institute provides from time to time.
- 17.4. 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.
- 17.5. 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.

18. Termination

- 18.1. Termination due to unsatisfactory performance - Employees with unsatisfactory performance ratings are liable to be terminated from service, serving a notice period of one month.
- 18.2. 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.
- 18.3. Termination due to Discriminatory behavior - Employees who discriminate others based on gender, caste, religion, etc. shall be terminated from service.
- 18.4. Termination due to abuse of power – Employees who are involved in abuse of power while exercising their authority over sub-ordinates shall be terminated from service.
- 18.5. Termination due to speaking to Press /Media directly: Employees who speak to the press/media by way of interviews, etc. without the prior permission from the Director shall be terminated from service.
- 18.6. 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.
- 18.7. Termination due to activities, in word or deed against the organization – Employees found to be involved in activities, either in word or in deed, that are against the interests and values of the organization shall be subject to termination from service.

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

19. Superannuation, Resignation and Gratuity

- 19.1. The age of superannuation of staff is 58 years. All staff shall retire on completion of the age of 58 years.
- 19.2. 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.
- 19.3. 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.
- 19.4. A confirmed 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.
- 19.5. A staff, during the period of his/her contract or 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.
- 19.6. 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.
- 19.7. 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)
- 19.8. 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.

20. Disciplinary Control and Imposition of Penalties

- 20.1. 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.

20.2. Penalties enumerated in (a) to (e) of sub-rule (I) are minor penalties and those enumerated in (f) and (g) of sub-rule (1) are major penalties.

20.3. 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.

20.4. 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.

20.5. 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.

- 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.
- "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.

21. Imposition of Minor Penalties

- 21.1. 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.
- 21.2. 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.
- 21.3. The Director, may on appeal, which shall be filed within 30 days, after being satisfied that the due procedure has been complied 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.
- 21.4. 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.

21.5. In case the Appellate Authority proposes to impose a major penalty then the procedure laid down in Rule 20 shall be followed.

22. Imposition of Major Penalties

22.1. 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.

22.2. 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.

22.3. 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.

22.4. 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.

22.5. 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.

- 22.6. 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.

23. Suspension

- 23.1. 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.

- 23.2. 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.

- 23.3. 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.

- 23.4. 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.

- 23.5. 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.

- 23.6. A staff under suspension shall be paid subsistence allowance in accordance with

23.7. 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.

24. Issue of Instructions

24.1. 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.

24.2. 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.

25. 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.

26. 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

1. ANNEXURE I: STAFF INDUCTION FORM

(Process Flow)

Are as & Pe rsons for Induction	Signature	Remarks of Staff in Induction
Director – Rev. Fr. Joe Arun, SJ		
Ms. Rochelle Simon – Director’s Office		
Dean Administration		
Administrator		
Mr. Patrick - Finance		
Dean Academics		
Associate Dean - Academics		
Associate Dean – Part Time and Executive Diploma Programmes		
Associate Dean – Student Relations		
Associate Dean - Research		
Chair Centre – Ethics and Corporate Governance		
Chair – CK Prahalad Centre for Emerging India & Admissions – Dr. Siluvairaja		
Chair Centre – Logistics and Supply Chain Management – Dr. P. Chandiran		
Chair Finance – Dr. Pandikumar		
Chair Systems – Dr. Ramasubramaniam		
Chair HR – Dr. Aiswarya		
Tour of Campus		
Ms. Rochelle Simon – Director’s office		
Director – Rev. Fr. Joe Arun, SJ		

Director’s signature

Date

2. ANNEXURE II: PROBATION PERIOD EVALUATION FORM

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

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 _

1. 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			

2. Are there certain areas where the staff excels?

Specify: _____

3. 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: _____

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 Comments: _____

Staff's signature: _____

Director's Comments: _____

Director's signature: _____ Date of review: _____

3. ANNEXURE III: LEAVE REQUEST FORM

Application: ☐ New ☐ Amended Application

Date of Submission:

Name:

Department:

										1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	3	3	
Month	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	

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 Leave 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- _____

Address while on Leave: _____

Contact Number while on Leave: _____

Applicant Signature: _____

Director Signature: _____

4. ANNEXURE IV: EXPENSE CLAIM FORM

Name:

Date:

Department:

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

Total amount claimed in words: Rupees _____

Signature of Claimant: _____ Approved by: _____

Signature of Director _____ Date: _____

5. ANNEXURE V: TRAVEL REQUEST FORM

BUSINESS TRAVEL FORM					Reference		
					Travel Date		
Name:							
Job Title:					Department		
Travel Expense to be charged to which Unit:							
Contact Number while on trip:							
SUMMARY OF REASON FOR TRAVEL							
Travel Details							
Date of Travel		From	City	County	To	City	Country
Class of Travel		<input type="checkbox"/> First		<input type="checkbox"/> Business		<input type="checkbox"/> Economy	
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.							
HOTEL BOOKING							
Required	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Please specify preferences if any:				
CASH ADVANCE							
Required	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Amount Advanced :				
			Requested by	Approved by	Date		
Purpose of travel:							
APPROVALS							
Requested By Name:				Approving Authority:			
Signature:				Signature:			

6. ANNEXURE VI: EXIT INTERVIEW FORM

Employee Name:	Department:	Position:
Grade:	Joining Date:	Exit Reviewer's Name:

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

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

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

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:

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

Yes ☐

Undecided ☐

No ☐

7. Additional comments: _____

Employee's Signature

Interviewed by: _____

Recommendations: _____

7. ANNEXURE VII: CLEARANCE FORM

EXIT FORM

Employee Name:	
Designation:	
Department:	
Joining Date:	
Exit Date:	

1. Administration

Particulars	Returned (Please tick)
ID card	
Insurance Card	
Room and cupboard keys	
Any other item belonging to LIBA	
Name removed from telephone list and website	

Administrator:

Name & Signature: _____

Date: _____

2. Information Technology:

Particulars	Returned (Please tick)
All IT equipment (hardware/software)	
E-mail is scheduled for disabling	
Any other item belonging to LIBA	

Systems Administrator

Name & Signature: _____

Date: _____

3. Library

☐ The employee has returned all books and items borrowed from the library.

Librarian

Name & Signature_____

Date:_____

4. Handover of Duties

Particulars	Handed over (Please tick)
Pending work matter	
Work procedures	
Contacts	
Work material (Files. etc)	
Passwords	

Handover taken by:

Name & Signature_____

Date:_____

Verified by

Head of the Department

Name & Signature_____

Date:_____

The employee has completed the exit process.

HR Executive

Name & Signature_____

Date:_____

8. ANNEXURE VIII: HANDOVER CHECKLIST

Employee Name:

Last Working Date:

Position:

Direct Manager's Signature:

☐ Pending Work Matter: _____

☐ Work Procedures: _____

☐ Tasks & Responsibilities: _____

☐ Contacts: _____

☐ Work Material (Files, etc): _____

☐ Passwords: _____

