



# गैर-शिक्षण संविदात्मक कर्मचारियों के लिए मानव संसाधन नियमावली

**HR Manual for Non-Teaching Contractual Employees** 

# PREFACE

The objective of this manual is to put together the HR policies and procedures for Contract Employees followed in the Indian Institute of Management Udaipur (IIMU) and the general rules and regulations these employees of the Institute would be governed by.

This Manual supersedes all previous manuals, handbooks, and memorandums that may have been issued from time to time on subjects covered in this Manual.

The Institute reserves its right to interpret; change; suspend; cancel; or dispute, with or without notice; all or any part of what is contained in the Manual. The Institute will notify all employees of such changes.

In all interpretation of any policies and procedures covered in the Manual, the Director's decision will be final and binding on all employees of the Institute.

Human Resources Department (HRD)

Date: 31.03.2023 Place: Udaipur

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# Indian Institute of Management Udaipur HR Manual for Contractual Non-Teaching Employees

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# CHAPTER - 01 Introduction to the Manual

- 1. This HR Policy Manual is applicable to all the Non-Teaching Contract Employees of IIMU.
- 2. The preparation, release, and up keeping of this manual is the responsibility of the Human Resources (HR) Department or any official designated by the Director. The manual is subject to modification to reflect any changes that the Institute may decide to have in its HR policies from time to time.
- 3. The policies lay down in the manual and the subsequent amendments, if any, will supersede the relevant existing policies.
- 4. Clarification on the manual can be sought from the Human Resources team.
- 5. On any matters concerning the service conditions of the employees that are not covered in this Manual, the Institute shall be guided by the rules, norms, and procedures as prescribed by the Government of India from time to time.

# **Definitions:**

- 1. Act means Indian Institute of Management Act, 2017.
- 2. Institute means the Indian Institute of Management Udaipur unless the context otherwise requires.
- 3. Government means the Government of India unless the context otherwise requires.
- 4. State Government means the Government of Rajasthan unless the context otherwise requires.
- 5. Board means the Board of Governors of the Institute.
- 6. Director means the Director of the Institute appointed by the Board or Government of India as per the IIM Act, 2017.
- 7. Chief of Administration means the Chief of Administration (COA) appointed by the Institute who looks after overall administrative activities of the Institute.
- 8. HR Department means a department (group of officers and employees) or officer or employee or consultant designated by the Director to carry out Human Resource (HR) related functions of IIMU.
- 9. Faculty means Professor, Associate Professor, Assistant Professor, Professor of Practice and Full time visiting Professor.
- 10. Employee means any person employed in the Indian Institute of Management Udaipur to do any professional, skilled or unskilled, manual or supervisory, technical or clerical work for hire or reward whether terms of contracts are express or implied, including part time workmen.
- 11. Non-Teaching Employees means regular Employees of the Institute under the domain of Administration, Technical and non- technical works.
- 12. Non Teaching Employees includes
  - A. Permanent Non teaching employees recruited through direct recruitment on regular pay scale on probation and confirmed after successful completion of the prescribed probation period.
  - B. Probationer employees/ staff members recruited through direct recruitment on regular pay scale on probation and currently on probation period.
  - C. Contractual employees recruited through direct recruitment on consolidated Remuneration for a fixed term of appointment. This can also be mentioned as Term

Employment.

- D. Administrative Employees does not include staff members deputed by the third-party Workforce outsourcing agencies for certain tasks at the Institute.
- 13. Trainee/ Intern mean a person who is a learner and who may or may not be paid any type of allowance for training. These persons are not treated as employees of the Institute.
- 14. Apprentice means a person who is appointed under the Apprentice Act, 1961.
- 15. Day means calendar day beginning and ending at midnight but extends up to end of shift where the shift begins before the midnight or ends after midnight.
- 16. Month means calendar month, but for the purpose of calculation of Remuneration and for its payment, if the management prescribes another period in respect of any employee or class or classes of workmen, it shall be such other period.
- 17. Premises mean premises belonging to the Institute.
- 18. Notice means notice in writing required to be given or to be displayed on the notice board of the Institute for the purpose of these Regulations.
- 19. Notice Board means display board or board maintained for the purpose of displaying notices in the Institute premises and includes physical as well as digital or soft or email board or boards maintained in the department/departments of the Institute.
- 20. Selection Committee means the Committee of Officers appointed by the Director to recommend personnel of various posts.
  - A. The Composition of Selection Committee for Group A would be as follows:
    - (i) Chief of Administration, Chairperson
    - (ii) Subject Expert, Member
    - (iii) Departmental Head, Member
  - B. The Composition of Selection Committee for Group B & C would be as follows
    - (i) Chief of Administration, Chairperson
    - (ii) Department Head, Member
    - (iii) Group A Contractual or Permanent Employee, Member
    - (iv) HR Representative, Member Secretary
- 21. Performance Review Committee (PRC)
  - A. Performance Review Committee (PRC) for the Head of Department/ Center Head at IIMU will be as follows:
    - (i) Director, Chairperson
    - (ii) Dean Programs
    - (iii) Dean (Faculty & Research)
    - (iv) Faculty onboard (one member)
  - B. Performance Review Committee (PRC) for Group A employees on contract (other than the Department/Centre Head) at IIMU will be as follows:
    - (i) Dean Programs, Chairperson
    - (ii) Faculty onboard (one member)
    - (iii) COA
    - (iv) Departmental Head

- 22. Remuneration means either an amount paid every month in the prescribed pay scales which may be laid down by the Institute from time to time for the services rendered by the contractual non-Teaching employee or a fixed consolidated amount paid every month for contracted service rendered by the contractual employee.
- 23. Service Rules means service rules of IIM Udaipur.
- 24. Allowance means payments under various heads depending on IIMU norms or government guidelines or events or instances during the period of employment and at the time of exit of employee from the employment.
- 25. Facilities mean arrangements or payments under various heads depending on the job requirement as per the IIMU norms or government guidelines or events or instances during the period of employment and at the time of exit of employee from the employment.
- 26. Reporting hierarchy means a mechanism set for the reporting of work by the employees to the respective supervisors/officers.

# CHAPTER – 02

#### **Recruitment Policy**

HR Department or officer/employee designated for the HR functions/ activities needs to maintain organization structure of IIMU and the details regarding number of positions with Type of Employment, Designations, Level, Group, Grade, Class, Pay Level/ Pay matrix/ Pay Scale/ Remuneration/ Allowances/ Facilities, etc. fixed/ provided to the employees depending on their type and terms of employment.

#### **1.** Classification of Contract Employees:

Employee shall be classified as Group A Contractual, Group B Contractual, Group C Contractual, Temporary, Part-time, Trainee, Apprentice etc.

A. Group A Contractual Employees means an employee who is provisionally employed as a core team member or professional on the position as mentioned in the para 2(A) for the fixed term of employment of two years. The appointment of these persons can be further extended for the maximum another period of two years based on the requirement of the Institute and their performance during the last two years.

B. Group B Contractual Employees means an employee who is provisionally employed as a supervisor team member on the position as mentioned in the para 2(B) on need of the work/ project or such other assignment basis for the fixed term of employment of two years. The appointment of these persons can be further extended for the period of two years based on the project / assignment requirement and their performance during the last two years.

C. Group C Contractual Employee means an employee who is provisionally employed as a support team member on the position as mentioned in the para 2(C) on need of the work/ project or such other assignment basis for the fixed term of employment of two years. The appointment of these persons can be further extended for the period of two years based on the project / assignment requirement and their performance during the last two years.

Such contract employees shall not have any right to claim permanency or regularization of his/her employment in the IIMU after the expiry of the specified period. The contract can be terminated by either party giving written notice as per the notice period mentioned in the contract or by paying remuneration equivalent to the notice period. Such appointment will automatically come to an end at the expiry of the specified period and no notice, or any compensation will be payable.

# 2. Summary of Contractual Appointment:

Sr.	Type of	Area of	Designation	Initial	Period of	Max. period
No.	Appointment	work		Contract	Extension	of
				Period		Appointment
A	Group A Contractual Employees Appointment	Core Team	<ul> <li>(a) Head</li> <li>(b) Sr. Manager</li> <li>(c) Manager</li> <li>(d) Associate Manager</li> <li>(e) Asst. Manager</li> </ul>	2 years	2 years	4 years. 2 Years initial + 2 Years extension
В	Group B Contractual Employees Appointment	Supervis or Team	(a) Sr. Associate Gr. II (b) Sr. Associate Gr. I	2 years	2 years	4 years. 2 Years initial + 2 Years extension
С	Group C Contractual Employees Appointment	Support Team	<ul><li>(a) Associate</li><li>(b) Jr. Associate</li></ul>	2 years	2 years	4 years. 2 Years initial + 2 Years extension

**Note -** The total tenure at IIM Udaipur, including tenure prior to implement this policy, will not exceed 9 years.

# 3. Human Resource Requisition / Creation of position:

- A. Planning for Workforce requirement is initiated by the concerned department by filling the Workforce Requisition Form (WRF). The format of WRF is placed at Annexure-2.01.
- B. According to the position required, the appropriate column should be filled in WRF form for Group A Contract / Group B Contract/Group C Contract.
- C. The proposal would have a brief description of the job to be assigned to the position. It should be with the Departmental Organization Chart. It should also include a justification for the creation of the position.
- D. The WRF should capture all the details such as job functions, Requirement of Education, Experience, Other Skills, Age, Pay Level, Remuneration, tenure of employment etc. in a document called Job Description (JD). A separate WRF should be filled for each position. A sample JD is placed at Annexure-2.02.
- E. The creation of a new position with appropriate type of employment, designation, numbers, group, grade, level, pay matrix, remuneration, tenure of employment, reporting authority, appointing authority, hierarchy, JD etc. will be put up by the concerned department through proper channel to the HR Department and in turn to the Chief of Administration andDirector for the approval. HR Department should see the parity and pay scales/ CTC in line with the existing positions.

- F. After appropriate scrutiny of the requirement, the position will be approved by the Director.
- G. A proposal duly approved by the Director has to be sent to the HR Department for further recruitment process.
- H. Once the approval from the Director is granted to create the proposed position along with final recruitment rules of the position, the HR department would initiate the recruitment process as per the approved method of recruitment that is Direct Open Recruitment.

# 4. Recruitment Process:

- The Director may, by order, delegate the powers of appointment the Selection Committee headed by the Dean/COA for the recruitment of the personnel in Group A from time to time.
- The Director may, by order, delegate the powers of appointment to a Selection Committeel headed by the Chief of Administration/ Faculty for the recruitment of personnel in Group B and Group C from time to time.
- The recruitment of various contractual positions would be through Open Recruitment (wherein recruitment may be carried out by inviting applications through open advertisement, IIMU web site, job portals or through placement agency).

# A. Recruitment:

The procedure for the recruitment will be as follows:

**Step-1: Advertisement & Publicity:** HR Department/ Selection Committee will draft an appropriate short advertisement and Job Description (JD) for the purpose of recruitment. The advertisement will be published in one national level English Newspaper for the recruitment of all the positions.

- i. The advertisement should also be published along with JD on the web site of IIMU.
- ii. The advertisement may also be published along with JD on popular job portals like naukri.com etc.
- iii. The advertisement should provide link to the potential candidates to see the JD of the published position/s and also link to apply on line, if possible.
- iv. Selection Committee may publish the advertisement onvarious social media platforms to attract the candidates.
- v. Selection Committee may send the advertisement to the appropriate institutes to get wider publicity of the requirement.

# **B.** General Instructions to the candidates:

The following "general instructions to be followed by the applicants at the time of making application" should also be placed on the IIMU's web site:

- i. Nationality: Candidate must be a citizen of India.
- ii. Filled up application form-

- aa. Candidates who wish to apply for more than one post should apply separately for each post and pay the fee (if applicable)for each post in the prescribed manner.
- ab. Advanced application without application fee (if applicable) shall not be taken into consideration.
- ac. Candidates belonging to SC and ST categories are exempted from paying application fee.

# iii. Date of birth: -

- aa. IIMU accepts either SSC certificate issued by the SSCE Board or Birth Certificate as proof of date of birth.
- ab. Date of birth mentioned in the application form cannot be changed subsequently during the recruitment process in any circumstances.

# iv. Age limit: -

- aa. Age will be reckoned on the last date of receipt of applications.
- v. Educational Qualification:
  - aa. Candidate must possess the required educational qualification on the last date of receipt of applications.
  - ab. Candidate should have obtained the required education qualification from recognized university / institute.
  - ac. As and when asked by the Institute, candidate will be require to produce self-attested copies of mark sheets (of all years / semesters) and degree certificate obtained from recognized university.
  - ad. Candidate's request to provisionally accept the educational qualification will not be entertained.
  - ae. If the candidate claims to possess equivalent educational qualification, such candidates will be required to submit orders establishing equivalence / authenticity.

# vi. Experience:

- aa. Required experience will be considered as on last day of application.
- ab. Experience shall be calculated as on the last date of receiving the application from the date/year of obtaining required educational qualifications.
- ac. In support of the experience mentioned in the application, candidates shall be required to produce certificate mentioning duration of employment (days, months, years), basic pay and consolidated pay, nature of duties performed, experience obtained. Such certificate should be on the organization's letter head with signature of competent authority and date. Alternatively, candidates will be allowed to produce Appointment letters.
- ad. No request to make change in the experience letter subsequently shall be entertained. No new certificate/ appointment letter in support of experience will be accepted once the application is submitted.
- vii. Following applications shall be rejected. (This list is representative and not exhaustive).
  - aa. Application not submitted as per online format.
  - ab. Particulars mentioned in the application are incomplete or irrelevant.
  - ac. Candidate has not uploaded signature in the on line application,
  - ad. Passport size photograph is not uploaded in the online application.
  - ae. Requisite fee (if applicable) is not paid with the application.
  - af. More than one application is made for the same post.
  - ag. Candidate has not submitted copy of mark sheet / degree certificate in support of educational qualification.

- ah. Copy of S.S.C.E. certificate or birth certificate is not submitted as a proof of date of birth.
- ai. Candidate has shown experience in the application form (by which eligibility is established) but has not submitted certificate/ copy of the appointment letter in support thereof or the certificate does not have details of their employment period, basic pay, consolidated pay, type of experience and the certificate is not on organization 's letter pad.
- viii. Action against candidates found guilty of misconduct: Candidates are warned that they should not furnish any particulars that are false or suppress any material information while filling in the application form. Candidates are also warned that they should in no case attempt to alter or otherwise tamper with any entry in a document or the attested certified copy submitted by them nor should they submit a tampered/ fabricated document. If there is any inaccuracy or any discrepancy between two or more such documents or their attested copies, an explanation regarding the discrepancy should be submitted.

If a candidate who is or has been declared by the Institute to be guilty of

- aa. Obtaining support of his candidature by any means,
- ab. Impersonating,
- ac. Procuring impersonation by any person,
- ad. Submitting fabricated documents,
- ae. Suppressing material information or making incorrect or false statements,
- af. Resorting to any other irregular or improper means in connection with his candidature,
- ag. Using unfair means during the test,
- ah. Writing irrelevant matter including obscene language or pornographic matter in the answer sheet,
- ai. Misbehaving in any manner in examination hall, such as copying from other candidate's answer sheet, copying from book, guide, copy or any other printed or handwritten literature or talking or using symbolic language or helping other candidate to do copying,
- aj. Harassing or doing bodily harm to the staff employed by the IIMU to conduct the test,
- ak. Attempting to commit or abetting the IIMU of all or any of the acts specified in the foregoing clauses may, in addition to rendering himself liable to criminal prosecution, be liable
  - To be disqualified by the IIMU from selection and/or
  - To be debarred permanently or for a specified period by the IIMU from any examination or any interview
- al. Before awarding punishment in the above act, IIMU will provide opportunity to the candidate / employee
  - To submit explanation for specific averments leveled against him in the charge sheet or type of case.
  - To submit defense statement in writing against the punishment.
  - To make representation in person within prescribed time limit.

# Step-2: Processing/ Short listing of Applications:

A. If candidates were asked to apply online on the web site of IIMU or any other appropriate IT platform then first of all, summary of applications containing basic detail entered by the candidates may be downloaded. The list may be used to carry out primary scrutiny and designation wise relevant applications may be downloaded and printed for further scrutiny. The applications must be provided unique application number and filed appropriately.

- B. All the applications received on or before the due date from the date of advertisement may be primarily scrutinized by the HR Department against the minimum eligibility criteria, recruitment norms and JD of the published position.
  - C. The compiled statement showing the details of the applicants along with their CVs should be submitted to the Chief of Administration/ Selection Committee (as the case may be) in appropriate format covering unique sr.no., name, state, category, date of birth, educational qualifications and experience, email address etc.

# **Step-3: Verification of Certificates during Personal Interview:**

- A. Original certificates mentioned in the letter for personal meeting should be produced by the candidates on the day of personal meeting. In case a candidate fails to produce the original certificates, he will not be entitled for appointment.
- B. If certificates produced by the candidate in support of his/her educational qualification / experience / age/ cast etc. are found to be invalid at any stage, the candidature will be cancelled, and appointment will be liable to be cancelled. Such candidates will be liable for proceedings under the Indian Penal Code. Therefore, candidates may be advised to produce the certificates to IIMU after careful scrutiny.

#### **Step-4: Personal Interview**

- A. Selection Committee will frame appropriate selection committee with minimum three members with the approval of the Director.
- B. Selection Committee should have members with the required subject knowledge for the position being interviewed.
- C. External experts and professionals may be invited to assist to committee in this process.
- D. External experts would be eligible for an honorarium as decided by the Selection Committee (based on the expert experience and position being interviewed) and reimbursement of their actual travel expenses.
- E. The personal interview will be conducted by the Selection Committee to assess overall knowledge and suitability of the candidate for the position.
- F. Selection Committee will allocate marks (as per the format provided by the Selection Committee) to the candidates based on their performance in the interview.

#### Step-5: Preparation of Select List & Wait List

A. Based on the overall performance of the candidates by way of marks obtained by the candidates in personal interview; select list and wait list will be prepared by the Selection Committee for the approval of the Selection Committee and the Director.

**Note**: The above steps of recruitment process can be changed at the discretion of the Director considering the situation on a position (vacancy) to position basis.

One or more steps can be omitted or added in this process with the prior written permission of Director.

# C. General norms for Interview & Selection Process:

- i. Personal Interviews will be fixed as per the convenience of Selection Committee/ Interview panel members.
- ii. Candidates short listed for test/interview will be notified about it by detailed email.
- iii. The candidates will be directed to the venue for test/interview and any forms (like form for reimbursement of conveyance etc.) that are needed to be filled are got filled.
- iv. The interview structure may involve skill test, personal interview, and/or group discussion/ debate/ quiz/ presentation.
- v. HR department will ensure that after the interview, each of the panel members give their feedback in writing about the performance of the candidates in a particular format.
- vi. HR Department will also play an active role in Remuneration negotiation & fixation.
- vii. The HR Department will also collect feedback from referees as needed.

# 5. Final selection

Final selection is made upon acceptance of the selection committee's recommendations by the Director and the selected candidate is offered the position subject to clearance of medical examination.

# 6. Fixation of Remuneration and other details:

The Selection Committee may propose, in consultation with HR Department/ COA, the employment type, tenure, pay and other allowances to the selected candidate/s for the approval of the Director.

# CHAPTER – 03

# Appointments on Contractual & Other Positions

1. The proposed positions for the Contractual Appointments (applicable to new recruitments here after w.e.f. implementation of the new policy after approval from BOG) may be as follows:

S.No	Group	Designation
1	Group A	Chief of Administration
2	Group A	<ul> <li>(a) Head</li> <li>(b) Sr. Manager</li> <li>(c) Manager</li> <li>(d) Associate Manager</li> <li>(e) Asst. Manager</li> </ul>
3	Group B	<ul><li>(a) Sr. Associate Gr. II</li><li>(b) Sr. Associate Gr. I</li></ul>
4	Group C	<ul><li>(a) Associate</li><li>(b) Jr. Associate</li></ul>

- 2. **Appointing Authority:** The appointing authority will appoint contractual officer/s, staff, trainees and apprentice of IIMU. The concerned appointing authority will suspend, discharge, dismiss, or award any for the misconduct or for breach of the terms and conditions of his/her appointment.
- 3. The appointing authorities for various **contractual** positions, trainees and apprentice will be as follows:

Sr.	Group	Appointing Authority
1	Group A	COA/Director
2	Group B	Chief of Administration
3	Group C	Chief of Administration

4. Whenever contractual employee is hired for the first time, the period of contract should be as per the norms fixed for the Group A, Group B and Group C. If the performance of the employee is found to be good subsequent extension can be made by the appointing authority after due process as per the norms (as mentioned/ defined earlier) fixed for the respective contractual appointment.

- 5. **Remuneration to the Contractual Employees:** In case of contractual employment IIMU will offer consolidated pay or remuneration to the Group A Group B / Group C depending on the qualification, academic performance, work experience, specific skills and test/interview. Selection Committee will propose appropriate remuneration considering the remuneration given to the other contractual employees in consultation with the HR Department.
- 6. **Allowances to the Contractual Employees:** Contractual employees may be paidallowances as mentioned hereafter in the subsequent chapters.
- 7. **Deductions from the remuneration of the Contractual Employees:** The remunerations under the terms of employment are subject to deductions under laws of the land and any other enactments that may be in force from time to time.

# CHAPTER – 04

# Terms of the Appointments & Other details

- 1. **Appointment Letter:** An Appointment letter may be issued to the selected candidate under the signature of appointing authority covering various details like tenure, Remuneration, allowances etc.
- 2. **Joining procedure:** Joining process involves the following:

Document of the following certificates and testimonial submitted by the candidate will be verified with the originals.

- A. Mark sheets from 10th to last qualified exam (educational & professional)
- B. Passing certificates of exams
- C. Birth certificate
- D. Permanent address proof
- E. Relieving letter and latest Remuneration slip of the last organization served
- F. Medical certificate for fitness
- G. Copy of Aadhar card / PAN card / passport / driving license / election identity card / any other photo identity proof issued by State/Central Government.
- H. Three photographs

Formal introduction to the Director / Dean (s)/COA/ HOD and announcement to other concerned departments about the candidate's appointment.

# **3.** Issuing ID card:

- A. Every employee shall be provided with an identity card which, besides the name of employee, will have employee code number, photograph, and other relevant personal details.
- B. Identity cards are not transferable and shall be carried by the employee whenever he/she is on IIMU's duty either inside or outside the premises of the IIMU.
- C. Employee shall present the identity card for inspection to any person so authorised to inspect by the IIMU.
- D. Loss of identity card shall be immediately reported so that any possible misuse could be avoided and a replacement card issued. Loss of Identity card on more than 2 occasions shall be viewed as a misconduct on the part of the employee.
- E. Employees are required to surrender their identity cards, badge, etc. on leaving the service of the IIMU. Surrender of Identity card is a requirement for final settlement of dues.
- F. The IIMU shall keep a record of all identity card, badges issued and returned and shall carry out a surprise check of the same at least once every quarter.
- 4. **Induction:** The selected candidates shall go through the induction process. The employees who joined the IIMU should be given on the very first day of joining all relevantmaterials like organisation structure of IIMU, name, contact number and email of all offices. Concerned HoD shall initiate the induction of the employees and arrange for the induction training of an appropriate period for the new employees.
  - 5. Address of the Employee: The employee must inform the IIMU of his local residential address, permanent address and address for correspondence in writing. In case of any

change in residential address or address for correspondence, the IIMU should be notified in writing failing which the last address shall be considered as correspondence address.

- 6. IIMU will record the age of every employee at the time of his/her employment and the entry of age in the personnel file is to be attested by the employee. Employees are required for this purpose, to produce any of the following documents in proof of their age:
  - A. Birth Certificate
  - B. School Leaving Certificate
  - C. Passport
- 7. **Consequence of Particulars being False or Suppressed:** If any of the particulars given by an employee before or at the time of appointment are subsequently found to be false or incorrect, or it is found that any of the material particulars asked for have not been disclosed by him/her, the appointment shall deemed to have been obtained on misrepresentation and liable to be terminated summarily by the Appointing Authority, and every such termination shall be without prejudice to any other action that may be taken in respect thereof: provided that in every such case an opportunity to show cause shall be given to the employee concerned, before making an order of termination.

# 8. Other conditions of the Appointment:

- A. Confidentiality: Either during the tenure of the service/ contract or after completion of service/ contract, employee will not disclose any proprietary or confidential or classified information relating to the Project/ activities/tasks of IIMU without prior written consent of the competent Authority.
- B. Conflict of Interests: During the tenure of the service/ contract, employee will not engage either directly or indirectly in any other business or professional activities whether or not they may conflict with the activities assigned to him/her. In case it is found that employee is carrying out any kind of business activity or any kind of business association with anybody his/her service/ contract will get terminated after necessary departmental enquiry and conclusion of the case.
- C. Notice Period: In case employee wants to resign from IIMU, employee needs to serve the notice period as mentioned in the appointment letter (or minimum 30 days) or payment of notice period days' Remuneration in lieu of such notice. This notice period can be waived off by the management in case of acceptable emergency / circumstances.
- D. Employee shall not engage in any act subversive of discipline in the course of his/her duty/ies in the property of IIMU or outside, and if employee were at any time found indulging in such act/s, IIMU reserve the right to initiate disciplinary action as is deemed fit, against employee.
- E. Employee shall be responsible for protecting the property of IIMU entrusted to employee in the due discharge of his/her duties and shall indemnify IIMU when there is a loss of any kind to the said property.
- F. Employee will be governed by the conditions as mentioned in his/ her appointment letter. IIMU however reserves the right to add, alter and amend the said service/ contract conditions as may be considered necessary from time to time.
- G. In case, particulars mentioned in employee's application or the documents submitted to IIMU are found to be false or unsatisfactory or not as per the Job Description (education qualification, experience etc.) mentioned during employee's

appointment process, employee's appointment would be liable for termination at any time without any notice or any compensation in lieu thereof.

- H. IIMU expects employee to work with a high level of initiative, efficiency, honesty and economy. Employee will observe and confirm to such duties, directions and instructions as communicated to employee by IIMU or person as authorized by IIMU.
- I. Employee should not act any time, either during employee's service/ contract or thereafter, except with the prior written consent of IIMU, use for himself/ herself or divulge or disclose either directly or indirectly, to any person, firm, or body corporate, any know-how drawings or any trade secrets or any confidential information as to method or process in connection with any activity of IIMU or its Clients or any financial matter of IIMU or its clients or which employee may acquire during the course of the appointment, concerning the business, activities, affairs or the property of IIMU or its clients, nor will employee keep in employee's possession, or pass on to others without proper written consent of the management, any documents belonging to IIMU or its clients.
- J. Employee will not enter in to any commitment(s) or dealings on behalf of IIMU for which employee have not express authority nor alter or be a party to any alteration of any principle or policy of IIMU or exceed the authority or discretion vested in employee without the pre-written sanction of IIMU or those in authority over employee.
- K. Employee will be responsible for the safe keeping and to return in good condition and order all the properties of IIMU and its client (like computer, printer and such other equipment etc.) that may be in employee's use, custody or charge. Employee will hand over the charge of letter of Authority or Power of attorney issued to employee or any property/material of IIMU in employee's possession at the time of cessation of employee's appointment with IIMU. Employee's last Remuneration will be held till employee settle employee's accounts with IIMU including such hand over. For the loss of any property of IIMU and its clients in employee's possession, IIMU will have the right of assess on its own basis and recover the damages of all such material(s) from employee and to takes such other action as it deems proper (including police case) in the event of employee's failure to account for such materials or property to its satisfaction.
- L. Employee's service is liable to be terminated and an employee may be discharged from the service of the IIMU without any notice or compensation in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, sexual harassment, disloyalty, participation in any kind of union / political activities, sharing internal information to unauthorized persons, creating any kind of nuisance, misguiding co-workers or others, leaving duty half-way, taking unauthorized leave, away from duty during duty hours, IIMU of any act involving moral turpitude, any act of indiscipline, or inefficiency or found guilty of being involved in any sort of misconduct or breach of service terms.
- M. For any kind of indiscipline, if desired by IIMU, employee may be placed under suspension pending enquiry in to the charges of misconduct or otherwise. The compensation for the suspension period will be paid to employee only when

employee is found not guilty of any of the charges for which employee wassuspended and not otherwise.

- N. IIMU considers harassment and discrimination of any nature to be an unacceptable form of behaviour, which is not tolerated under any circumstance. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found guilty of harassing or discrimination against a fellow employee or any human being and may result in termination of the service/ contract.
- O. On expiry of the service/ contract, employee is expected to settle all outstanding dues towards IIMU including liquidated damages, if any, at once. In case of any default / delay in settlement of the outstanding dues, IIMU will be free to recover such dues by appropriate means, with interest at the market rate.
- P. Employee may be required to sign affidavit regarding employee's service / appointment as per the format and procedure of IIMU, if required.
- Q. Employee will be governed by the Human Resource policies including conduct, discipline, and administrative orders and any such other rules or orders of IIMU and that may come in force from time to time.
- R. Employee can be transferred to any other location of IIMU.
- S. Transfer: Every employee is liable to be transferred from one position to another equivalent position; from one department/section to another department/section either temporarily or permanently at the discretion of the IIMU, without any additional remuneration or by way of increase in pay or allowances.
- T. No employee can during his/her service with the IIMU:
  - i. Voluntarily or otherwise engage in giving information or advice on matters relating to the activities of the IIMU
  - ii. Take office files and documents, books and other property belonging to IIMU or relating to IIMU's affairs outside the IIMU premises unless he/she is authorised by the IIMU to do so.
  - iii. Except in the ordinary course of his/her duties, disclose any secrets, secret information or any other information or matter concerning the operations of the IIMU which is in the nature of a trade or business secret
  - iv. Communicate to public papers, journals, pamphlets or leaflets or cause to be disclosed at any time any information or documents official or otherwise, relating to the IIMU except with prior approval of the Chief of administration.
- U. Payment of Remuneration/Wages: Wages of employees will become due and payable on the last working day of each month.

# Some Important points related to the Contractual appointment:

- i. The service of the Contract appointee shall be purely temporary in nature
- ii. The age limit for the appointment on contract basis is upto 65 years.
- iii. In special circumstances and for reasons to be recorded in writing, a person retired from the services of IIMU or any other IIMs or any other reputed Institutes (UGC) or Government Departments or Public Sector Undertakings with a higher age may be engaged with the specific approval from the Director. The Director is empowered to appoint such persons either on full time or part time basis without going for the direct recruitment advertisement.

- iv. To appoint the retired officer / staff on contract basis, his / her pension amount shall be deducted from the pay fixed (normally last drawn pay) and the differential amount to be fixed as his/her consolidated Remuneration.
- v. The person appointed on contract shall be paid a consolidated Remuneration which shall be fixed appropriately taking into consideration the status of the person so appointed, the emoluments drawn by him/her before this appointment, wherever applicable, etc. provided further the amount could be revised at the end of his contract appointment tenure if in case the competent authority of the Institute decides to extend the tenure of the appointment .
- vi. An Annual review of performance and revision of consolidated pay shall be practiced on completion of one year.
- vii. The increment will be 3% on the Basic pay and benefits of DAs announced during last year will be given on recommendation of the departmental head. In case of exceptional performance, the Director on the recommendation of the department head, may allow a higher increment.
- viii. The term of appointment will be decided by the Competent Authority of the institute from time to time based on the necessity and nature of job / responsibilities to be delivered.
- ix. On completion of the period of initial contract appointment tenure, the appointment will come to an end unless the contract appointment tenure is renewed by the Competent Authority of the Institute.
- x. Renewal of Contract appointment tenure will be at the sole discretion of the Institute and shall be based on the work requirements of it and based on the conduct & performance of the employee.
- xi. The Competent authority may extend one more tenure (i.e., 2 years) based on the performance & recommendations of the HOD.
- xii. The total tenure, including tenure prior to implement this policy, will not exceed 9 years.
- xiii. The competent authority of the institute will monitor conduct and performance of the employee on regular basis and reserves absolute rights to change the designation and/ or assignment at any time at its absolute discretion.
- xiv. An employee shall be required to submit a work report at end of his/her tenure of appointment by listing out the assignments handled by him/her.
- xv. An employee during his/ her contract appointment tenure, shall be required to work under such persons as the Institute may decide from time to time
- xvi. An employee engaged on contract basis shall also be governed by Orders, Circulars, and Notices that may be issued by the Institute from time to time.
- xvii. All the employees are required to follow the working hours, holidays, as notified by the Institute from time to time.
- xviii. All the employees are required to carry out the assignments under the contract appointment on fulltime basis and refrain from themselves in any activity other than the assignment for which his/ her services are engaged by the Institute
- xix. Unauthorised absence from the duty without approval of reporting officer shall automatically lead to the termination of the contract appointment tenure. Contract appointment shall not be entitled for contract consolidated Remuneration amount for the period of unauthorised absence from the duty.

- xx. No pensionary benefits are admissible on account of the said appointment shall be admissible.
- xxi. Contract appointee so selected under these shall not have any right of claim for the permanency of the employment at the institute.
- xxii. Any legal proceeding respect of any matter of claim or dispute arising out of the offer of appointment on contract basis shall be instituted in the courts at Udaipur only.
- xxiii. During the tenure of employment, every appointee appointed under these Rules shall not engage or interest himself either directly or indirectly in any trade or business or take up employment with any company/person/firm/concern. The appointee will devote his/her whole time and attention to his/her duties to promote the interests of the Institute and willnot disclose or divulge to any person any confidential information or affairs of the Institute
- xxiv. Resignation & Termination of appointment: Services of an appointee may be terminated under any one of the following contingencies:
  - (aa) Expiry/non-renewal of the term of contractual appointment :Tenure of an appointee, in the Institute, will purely be temporary for the period specified in his/her letter of appointment. His/her appointment will automatically come to an end on the completion of the contractual period, specified in the appointment letter unless extended by the Institute for further periods and communicated in writing.
  - (ab) Resignation: The appointee will be at liberty to resign from the services of the Institute by giving notice (as mentioned in the appointment letter) or on payment of notice period's consolidated Remuneration in lieu of notice period. The Institute may however, insist on the appointee serving the notice period.
  - (ac) Termination on grounds of Medical grounds: If the Institute is satisfied, on medical evidence that the appointee is unfit and is likely to remain unfit for a considerable period by reason of his/her ill health in the discharge of normal duties, his/her services may be terminated on payment of one months' consolidated Remuneration in lieu of notice period.
  - (ad) Discharge/Dismissal: The appointee can be dismissed or discharged on grounds of misconduct.
  - (ae) If the Institute or the reporting officers come to the conclusion that an appointee is unsuitable to be continued on grounds of inefficient performance of duties, his/her services may be terminated by giving one month's notice or on payment of one month's consolidated Remuneration in lieu of notice.
  - (af) Notwithstanding any of the above, services of an appointee are liable for termination at the sole discretion of the Institute, without assigning any reason by giving one month's notice or on payment of one month's consolidated Remuneration in lieu of notice.

# CHAPTER – 05

# Allowances to the Contractual Employees

Remuneration of Contractual employees are included allowances like (i.e., DA, HRA, transport allowance and employer's NPS contribution)

A few allowances provided to the Contractual employees based on the Group A/B/C. These are:

# 1. Medical Allowance:

- A. Medical Allowance of Rs. 50,000 per annum may be provided to Chief of Administration.
- B. Medical Allowance of Rs. 20,000 per annum (Rs.1666 per month) fixed may be provided to the Group A without presenting any kind of medical bill/ service for the treatment of self, spouse and children. This medical allowance will be decided by the BoG from time to time.

# 2. Telephone and Internet Allowance:

Telephone and Internet Allowance for a sum of Rs. 2500/- may be provided on monthly basis to the Group A.

# CHAPTER – 06

#### Insurance

#### 1. Group Personal Accidental Insurance Scheme:

All contractual employees of IIMU are provided with the Personal and accidental Insurance. IIMU will pay annual premium for the GROUP PERSONAL ACCIDENT INSURANCE POLICY with the sum insured showed against the category of the employee:

Sr.	Level	Sum Insured (Rs.)
01	All Contractual Employees of Group A/B/C	20 Lacs

#### 2. Group Mediclaim Insurance Scheme:

All contractual employees of IIMU are provided with the Group Medical Health Insurance. This Mediclaim policy may cover family of employee - self, spouse, non-earning children and non-earning parents.

The IIMU provides group medical insurance benefits for its employees with the help of General Insurance Companies (through tender process annually). The scheme would cover all contractual employees of the IIMU and their family (max. six family members).

The Mediclaim Policy coverage at present is as follows:

Sr.	Level	Sum Insured (Rs.)
01	All Contractual Employees of Group A/B/C	5 Lacs

Sum Insured may be changed from time to time with the approval of BOG.

# CHAPTER -07

# Travelling Allowance & Daily Allowance

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

Sr.	Travel By	Sanctioning Authority
01	Group A Contractual Employees	Director/ Chief of Administration
02	Group B Contractual Employees	Chief of Administration
03	Group C Contractual Employees	Chief of Administration

- Any deviation in proposed travel plan concerning Dates / Mode of Travel / Class of Travel/Stay / Head of Account etc. requires a revised travel sanction by the same/ appropriatesanctioning authority.
- ➤ In the absence of travel request form duly approved by sanctioning authority, no travel claim including air booking / train booking by agencies will be allowed.
- 1. Entitlements by different mode of travel for journey on official tour/training.

#### A. (i) Travel entitlements within the country

S.No	Pay level in pay matrix	Air	Rail
(a)	Chief of Administration	Economy class	AC- I
(b)	Group A	Economy class	AC- II
(c)	Group B & C	Not Entitled	1 <sup>st</sup> class/3-tier AC
			/AC chair

# (ii) Entitlements in Premium/ Premium Tatkal/ Suvidha/Shatabdi/ Rajadhani/ Duronto Trains

S.No	Pay level in pay matrix	Entitlement
(a)	Chief of Administration	AC- I
(b)	Group A	Executive/AC- II
(c)	Group B & C	3-tier AC/Chair car

# (iii) The revised travel entitlements are subject to following:

- (aa) In case of places not connected by rail, travel by AC bus for all those entitled to travel by AC II tier and above by train and by Deluxe/ordinary bus for others is allowed.
- (ab) In case of road travel between places connected by rail, travel by any means of public transport is allowed provided the total fare does notexceed the train fare by the entitled class.
- (ac) All mileage points earned by Contractual employees on tickets purchased for official travel shall be utilized by the concerned department for other official travel by their officers. Any usage of these mileage points for purpose of private travel by an officer will attract departmental action. This is to ensure that the benefits out of official travel, which is funded by the Government, should accrue to the Government.

In case of non-availability of seats in entitled class, Contractual employee may travel in the class below their entitled class.

# **B.** International Travel Entitlements

S.No	Pay level in pay matrix	Air
(i)	Chief of Administration	Economy class
(ii)	Group A	Economy class
(iii)	Group B & C	Not Entitled

# C. Entitlement for journey by Sea/River Steamer

S.No	Pay level in pay matrix	Entitlement
(i)	Chief of Administration/	Highest Class
	Group A	
(ii)	Group B & C	If two classes only, the lower class.
		If three classes, the middle or second class
		If there be four classes, then the third class

**Note:** In case of travel by Sea/River Steamer which is not operated by Govt. authorized agencies, the total fare would be payable equivalent to Sea/River Steamer operated by Govt. authorized agencies.

# D. Travel Entitlement for journey by road

(i) At place where specific rates have been prescribed:

S.No	Pay level in pay matrix	Entitlement
(a)	Chief of Administration	Authorized to hire a Taxi
(b)	Group A	<ul> <li>Actual fare by any type of public bus including AC bus</li> <li>At prescribed rates for auto rickshaw for journeys by autorickshaw, own car, scooter, motor cycle, moped etc.</li> </ul>
(c )	Group B & C	<ul> <li>Actual fare by any type of public bus including AC bus</li> <li>At prescribed rates for auto rickshaw for journeys by autorickshaw, own car, scooter, motor cycle, moped etc.</li> </ul>

(ii) The revised travel entitlements are subject to following:

- aa. In case of places not connected by rail, travel by AC bus for all those entitled to travel by AC II tier and above by train and by Deluxe/ordinary bus for others is allowed.
- ab. In case of road travel between places connected by rail, travel by any means of public transport is allowed provided the total fare does not exceed the train fare by the entitled class.
- ac. All mileage points earned by Contractual employees on tickets purchased for official travel shall be utilized by the concerned department for other official travel by their officers. Any usage of these mileage points for purpose of private travel by an officer will attract departmental action. This is to ensure that the benefits out of official travel, which is funded by the Government, should accrue to the Government.
- ad. In case of non-availability of seats in entitled class, Contractual employee may travel in the class below their entitled class.
- (iii) At place where no specific rates have been prescribed:

For journeys performed in own car/taxi	
For journeys performed by auto rickshaw, own scooter etc.	At the prevailing rates as prescribed by the institute from time to time.

# E. (i) Daily Allowance

S.no.	Pay level in pay matrix	Hotel accommodation per day (in Rs)	Travel Allowance per day (in Rs)	Lumpsum amount for food per day
(a)	Chief of Administration	4500	AC taxi charges upto 50 Km travel within the city	(in Rs) 1000
(b)	Group A	3000	338	900
(c)	Group B & C	750	225	800

# (ii) Reimbursement of Hotel Charges: Contractual Employees

- aa. The amount of claim (upto the ceiling) mentioned in E(i)(c) may be paid without production of vouchers against self-certified claim only.
- ab. The self-certified claim should clearly indicate the period of stay, name of dwelling etc.
- ac. Additionally, for stay in class "X" cities, the ceiling for all contractual employees would be Rs. 1000 per day, but it will only be in the form of

reimbursement upon production of relevant vouchers.

# (iii) Reimbursement of Travelling Charges: Employees hired on contract

- aa. The amount of claim (upto the ceiling) & Travelling allowance may be paid without production of vouchers against self-certified claim only.
- ab. The self-certified claim should clearly indicate the period of travel, vehicle no. etc.
- ac.<sup>1</sup> The travelling expenses for metro cities can be reimbursed upto Rs. 1000 on production of actual bills.
- ad.<sup>2</sup> Travelling expense for placement/executive education beyond Rs. 1000 need to be approved by Director.

# (iv) Reimbursement of Food Charges

There will be no separate reimbursement of food bills. Instead, the lumpsum amount **payable will be as per the Table mentioned in E(i) and depending on the length of** absence from headquarters, would be regulated as per thetable mentioned below in E(v). Since the concept of reimbursement has been done away with, no vouchers will be required.

<sup>&</sup>lt;sup>1</sup> & 2 In case of reimbursement of travelling expenses, travelling allowance is not available

#### (v) Timing Restrictions

S.No	Length of absence	Amount payable
(a)	If absence from headquarters is< 6 hours	30% of lumpsum amount
(b)	If absence from headquarters is in	70% of lumpsum amount
	between 6 hours- 12 hours	
(c)	If absence from headquarters is> 12	100% of lumpsum amount
	hours	

Absence from Head Quarter will be reckoned from midnight and will be calculated on a per day basis.

#### F. International Daily Allowance

Travel Expense: Actual Expense (Fare-Air/train/public transport) by entitled class between end-to-end destination.

Lodging charge per day	150 USD
Daily allowance	75 USD

- (i) Pickup/Drop from/ to Airport/ Duty point or Place of stay will be reimbursed extra on actual basis.
- (ii) Daily allowance will cover other cost including local travels, food and any other incidentals occurred.
- (iii) If makes own stay, no bills required. The applicable entitlement for lodging charge is 25% of 150 USD

# Rate of DA without bills/receipts will be calculated as follows for the date of departure from/ arrival to Udaipur:

S.No	Length of absence	Amount payable
(i)	If absence from headquarters is< 6 hours	30% of lumpsum amount
(ii)	If absence from headquarters is in between 6 hours- 12 hours	70% of lumpsum amount
(iii)	If absence from headquarters is> 12 hours	100% of lumpsum amount

Following proof of travels to be submitted:

Mode of Travel	Requirement proof
By Air	Boarding Pass and Air- ticket
By Train	Train Ticket/ticket No., Train No., Class of travel
By Public transport	Ticket

**<u>NOTE:</u>** Any major deviation with respect to Dates/ Mode/ Class of Travel/ Stay/ Head of account etc. should be approved by the Director.

# G. DA in case of Free boarding & Lodging

Daily Allowance in case of Free boarding & Lodging, the employee, if incurring any expenditure on local travel, can claim as per table mentioned above.

# CHAPTER -08

# Leave and Attendance

IIMU's rules for maintaining attendance and leave policy.

# 1. Office Hours

- A. The Commission timings are from **09:00AM to 05:30PM** on working days. Monday to Friday are working days. Fifteen minutes of grace period is given to face any unforeseen circumstances in the morning. This period of grace time, are nevertheless late but such late coming may be condoned unless it becomes a matter of frequent habit.
- B. The Head of department are hereby notified to ensure that:
  - (i) The staff should take lunch break during specified hours (i.e. between 1:00 pm to 1:30 pm)
  - (ii) The staff should follow office time while coming to office and leaving the office.
  - (iii) The Contractual employees of Group B & C should punch their biometric in the terminal nearest to their department.
- C. The Contractual employees of Group A are exempted to punch their biometric attendance. However, they need to sign on the attendance register (except exempted by Director) kept near HR office while coming to office and leaving the office. The attendance register will be shifted to COA's office at 10am every day. In case, any contractual employee of Group A needs to work in odd hours and would like to take off or partly off, he / she needs to take prior approval of Director for the same.
- D. Late attendance up to an hour for not more than three occasions in a month may be condoned by the Supervisor. Half-a-day Earned Leave will be debited to the late coming on fourth occurrence.
- E. If an employee does not improve on his punctuality; the IIMU may initiate disciplinary actions against the concerned employee in addition to the debiting of half-a-day's Earned Leave to his or her account.
- F. It will be responsibility of the HoD to inform the HR office regarding his/her subordinates who remain absent from duty without informing or prior permission of the concerned authority. Such unauthorized absence, if not condoned, can mean break-in-service.
- G. The HoD should inform the HR Office, if an employee has obtained permission to attend late or to leave office early.

# 2. Procedure of Grant of Leave

- **A.** The grant of leave to the IIMU contract employee is governed by the IIMU Contract Employee Leave Rules.
- **B.** Extent of Application: This leave policy shall apply to contractual employees of IIMU.
- **C.** Leave cannot be claimed as a matter of right. Based on IIMU's requirement or Public Exigencies, leave can be denied as well.
- **D.** The leave sanctioning authority may refuse or revoke leaves of any kind but cannot alter the

kind of leave due and applied for. Alteration of leave is possible only if there is written request from the employee.

- **E.** The reasons for leave and the leave address should invariably be indicated in the leave application.
- **F.** All leave applications should be sent to the HR office for certifying the admissibility of leave and information regarding availability of leave substitute. The leave will be recommended and forwarded to HR Office by the Supervisor. The HR Office will get the leave sanctioned by the COA/Director.
- **G.** Any planned leave for more than 2 days should be applied at least 10 days prior to the start of leave.
- **H.** Leave applications should be submitted to HR Office in the same month in which it is availed.
- **I.** Absence without leave not in continuation of any authorized leave will constitute an interruption of service unless it is regularized.

When the exigencies of the IIMU so require, discretion to refuse or revoke leave of any description is reserved with the authority empowered to grant it. Similarly, an employee already on leave may be recalled by such authority when such an action is considered necessary in the interest of the IIMU.

# 3. Leave for Contractual Employees

- A. Earned Leave: Contractual employees are entitled to 2 <sup>1</sup>/<sub>2</sub> days of Earned Leave on completion of each calendar month, maximum up to 30 days in a year.
  - (i) The EL application has to be submitted for approval prior to 5 days of the start of leave to the head of department.
  - (ii) Before the start date of EL, the approved leave form should reach to HR office.
  - (iii) The leave form should be filled properly with no blanks left unfilled.

#### **B.** Maternity Leave:

- (i) Admissible to married/unmarried female employees during *Pregnancy:* 180 days. - Admissible only to employees with less than two surviving children.
- (ii) The employee has to submit the Discharge Certificate and Copy of Birth certificate of the child after availing the maternity leave.

# C. Paternity Leave:

- (i) Paternity Leave for a period of 15 days, during the confinement of his wife for childbirth, i.e., up to 15 days before, or up to six months from the date of delivery of the child.
- (ii) The employee has to submit the Discharge Certificate of Wife's hospitalization and Copy of Birth certificate of the baby at the time of applying for Paternity Leave.

# 4. Public Holidays

The IIMU will observe public holidays in a calendar year as approved by the Director based on list of holidays declared by the Government of India every year.

# 5. Others:

Sundays/ holidays may be allowed to be prefixed and / or suffixed to any kind of leave.

# 6. Leave Address & Contact details during leave:

An employee proceeding on leave shall intimate to the Competent Authority his address and contact details like mobile number, landline number etc. during leave and shall keep the said authority informed of any change in the leave address.

# 7. Authorities empowered to grant leave

Leave approval Authority for various positions at IIMU will be as follows:

Sr.	Grade	Leave Sanctioning Authority
(a)	Group A	Chief of Administration /Director
(b)	Group B	Chief of Administration
(c)	Group C	Chief of Administration

# CHAPTER- 09 Performance Review

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

- 1. The appraisal aims at documenting (i) the nature of work done, (ii) quality of work done, (iii) outstanding contribution made, (iv) conditions under which various tasks have been performed, (v) suggestions for improvements (appraisee's as well as appraiser's), and (vi) developmental needs. The format of the Self-Assessment form is placed at Annexure-9.01.
- 2. The appraisal also aims at an assessment of the extent to which certain qualities (managerial and behavioral) considered as desirable for effective functioning as an employee at IIMU, are exhibited by the candidate. Such an assessment along with a performance review discussion by each appraiser with the appraisee officer is expected to help the appraisee officer to strengthen his competencies as officer.
- 3. The annual performance appraisal of officers requires a high degree of involvement of the officers in the form of listing his/her tasks, accomplishments, difficulties, developmental needs, etc. and discussing with the appraiser support requirements, etc. during the review period.
- 4. On the basis of the assessments made in the appraisal form, rewards (as and when applicable/possible) and development decisions (training, field visits, job-rotation, etc.) may be taken from time to time. Besides this, the appraisal process itself is intended to provide an opportunity for improving one's own effectiveness on the job through better planning, communication, and insights about job-performance.
- 5. The process of performance appraisal will start with exercise of distribution of Self-Appraisal Forms of the employee 2 months prior to Annual Review date or Expiry of Contract date. The Performance evaluation forms shall comprise of self-appraisal form, remarks of reporting authority and reviewing authority.
- 6. Self-appraisal form needs to be filled in by the employee and submit to the reporting authority who is mainly superior to the employee concerned. Reporting Authority will further submit the filled in form to the Reviewing Authority. In both cases, they should have supervised the work for not less than 3 months. For computing the period of three months, any leave for a period of more than 15 days should be deducted. If they are under suspension they should write or review the reports within 2 months of date of suspensionor one month of due date of completion of performance review forms, whichever is later.

If the employee concerned happens to be a relative, reporting or reviewing should be done by the next higher authority.

- 7. The Employee needs to submit the Self-Appraisal form to the HR office within 7 days from the date of receipt of the form, from HR office.
- 8. The HR Office will forward the Self-Appraisal form to the Reporting Authority of the employee.
- 9. The appraisee may be called by his/her supervisor for a performance review meeting where the performance of the appraisee is discussed at length and the discussions recorded. The appraisee is required to make an honest self-appraisal before having the discussion with the supervisor.
- 10. The assessment must be made on performance and behavior on job, which requires specific facts to be recorded before arriving at quantitative appraisal of employee.
- 11. The Reporting Officer/HOD may make recommendations regarding priorities based on the performance of the person. It is mandatory for HOD to give at least THREE justifications for their rating. While rating, there must be an attempt to differentiate the various members of the team based on their performance.
- 12. The performance evaluation forms of contract employees compiled by HR Department are submitted to the Performance Review Committees (PRC) for overall evaluation and recommendation for the annual increment, extension or termination of the contract. PRC will forward its recommendations to the HR Office for further action for the annual increment, extension or termination of the contract.

#### **13. Performance Review Committee (PRC)**

**A.** Performance Review Committee (PRC) for the Head of Department/ Center Head at IIMU will be as follows:

- (i) Director, Chairperson
- (ii) Dean Programs
- (iii) Dean (Faculty & Research)
- (iv) Faculty onboard (one member)

**B.** Performance Review Committee (PRC) for Group A employees on contract (other than Department/ Centre Head) at IIMU will be as follows:

- (i) Dean Programs, Chairperson
- (ii) Faculty onboard (one member)
- (iii) COA
- (iv) Departmental Head

14. Annual Performance Review authority for the Group B & C Contractual Employees at IIMU

will be as follows:

Sr.	Group / Grade	Reporting Authority	Reviewing Authority
1	Group B	Concerned Officer / HOD	СОА
2	Group C	Concerned Officer/HOD	СОА

#### 15. **Annual Increment (Contractual Employees)**

Based on the recommendations received from the Review Committee, the HR office will calculate the increment at par with the permanent non-teaching employees (i.e. 3% increment on Basic Pay & benefits of DAs announced by the Government during last one year).

# CHAPTER -10

# Training & Development

Training programme shall be categorized as:

# **1.** Induction Training

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

# 2. General

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

# **Training Report/Summary:**

HR Department shall maintain records of all the training programmes organised which will have information on topics covered, training methodology, list of participants and faculty. Wherever appropriate feedback report and evaluation of participants shall also be maintained.
# CHAPTER - 11 Gratuity & Leave Encashment

#### 1. Gratuity:

- A. Gratuity shall be granted for good, efficient and faithful service to whole time Contractual employees of the IIMU and shall exclude the following:
  - (i) Casual employees; Part time employees;
  - (ii) employees on deputation; and
  - (iii) Apprentices and trainees.
- B. Gratuity will be admissible only after five years of qualifying service.
- C. Qualifying service is calculated and expressed in completed half years. Fraction equal to three months and above shall be treated as one half year. Fraction of less than 3 months will be ignored.
- D. Gratuity shall not be admissible to a contractual employee whose services are terminated for misconduct, insolvency or inefficiency.
- E. Gratuity shall be equal to one-fourth of the monthly emoluments (last Basic Pay + DA) for each completed six monthly periods of service subject to a maximum of 16<sup>1</sup>/<sub>2</sub> times of the emoluments or Rs.20 lacs whichever is less.
- F. In case of death, the amount of gratuity shall be calculated as worked out below, whichever be more:

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

- G. For the purpose of gratuity, "family" covers following members:
  - (i) Wife in the case of a male employee;
  - (ii) Husband in the case of female employee;
  - (iii) Sons including step children and adopted children;
  - (iv) Unmarried and widowed daughters;
  - (v) Brothers below the age of 18 years and unmarried and widowed sisters including step brothers and step sisters;
  - (vi) Father;
  - (vii) Mother;
  - (viii) Children of a pre-deceased son.

H. Every employee shall make a nomination in the appropriate form conferring on one or more persons of his family the right to receive the gratuity in the event of his death while in service or after quitting service but before payment of gratuity is made, indicating the shares payable

to each member.

- I. In the case of an employee having no family, the nomination may be made in favour of a person, or persons, or a body of persons, corporate or incorporate.
- J. In the event of there being no nomination, the gratuity on death may be paid in the manner indicated below:
  - (i) If there are one or more surviving members of the family as mentioned below, it may be paid to all such members other than any such member who is widowed daughter, in equal shares.
    - (aa) Wife in the case of a male employee;
    - (ab) Husband in the case of female employee;
    - (ac) Sons including step children and adopted children;
    - (ad) Unmarried and daughters;
  - (ii) If there are no such surviving members of the family but there are one or more surviving widowed daughters and/or more surviving members of the family as mentioned below, the gratuity may be paid to all such members, in equal shares.
    - (aa) Brothers below the age of 18 years and unmarried and widowed sisters including step brothers and step sisters;
    - (ab) Father;
    - (ac) Mother;
    - (ad) Married daughters; and
    - (ae) Children of a pre-deceased son.

## 2. Leave encashment to the contractual employees:

Leave encashment to contractual employees will be provided as per the Institute's policy.

# CHAPTER -12

# Welfare Activities

The IIMU may constitute a **Staff Welfare Committee** chaired by the Director. Below are the details of the activities that can be carried out by the Welfare Committee:

#### 1. Employees Annual Health Check-Up

General health check-up for the Group A Contractual employees of the IIMU and their spouse who are above 35 years may be organised by the Staff Welfare Committee at a designated hospital in Udaipur. The expense on this account may be added into the annual budget of IIMU.

- 2. Subsidised Food. IIMU provides subsidised food to its employees.
- 3. Subsidised Transport Facility. IIMU provides subsidised transport facility to its employees.
- **4. Team Building Initiatives**: IIMU has taken team building initiatives. A few are appended below:
  - (i) One family trip with the team
  - (ii) Two lunch with the team
  - (iii) T-Shirt/Track-suits/Hoodies each per year.

# CHAPTER – 13

## GENERAL CONDUCT AND DISCIPLINARY ACTIONS

All employees of the Indian Institute of Management Udaipur ("**IIMU**") will be expected to strictly follow the rules and regulations of the IIMU as promulgated and modified from time to time.

#### 1. Speeches/ Presentations in Public Seminars/ Conferences

- **A.** All employees are required to seek prior written approval from the Director of the IIMU for making speeches and presentations in public seminars and conferences mentioning following details:
  - (i) Date and venue of the Seminars/Conferences
  - (ii) Purpose and theme of the Seminars/Conferences
  - (iii) Brief outline of the proposed presentation/speech
  - (iv) Likely audience
  - (v) Reason for participation
- **B.** After their participation in the seminar, they will be required to submit a report of their assessment of their speeches/ presentations.

#### 2. Communication to the Media

- **A.** Chief of Administration or a designated Officer for the Public Relations (PR) Activity known as PR Officer of the IIMU will manage all communications with the press, in co-ordination with the Director. Direct interaction with the press will be only handled by the Director. All queries from the media either through their representatives or otherwise should be referred to the PR Officer.
- **B.** An employee shall not directly/indirectly deal with media on IIMU related matters without prior written authorization to do so from the PR Officer of the IIMU.
- **C.** Use of internet or any other medium to reveal sensitive information on social media platform, blogging, streaming platform or any other platform is strictly prohibited.

## 3. Protection & Proper Use of IIMU Assets

- **A.** All employees are expected to take good care of IIMU's assets and ensure their efficient use. All assets of the IIMU shall be used only for legitimate business purposes.
- **B.** Theft, carelessness, and waste of resources of any kind will be viewed seriously.

#### 4. Drugs/Smoking/Alcohol/Weapons

- **A.** Anyone taking drugs/consuming alcohol/smoking in offices or is in possession of weapons will be committing a disciplinary offence, which will be dealt with in accordance with the IIMU's Disciplinary Action Procedure.
- **B.** An employee may, on reasonable suspicion, be asked to undergo drug/alcohol testing. Refusal to comply with the directive may result in termination of the employee's services with the IIMU.

## 5. Conduct Rules

## A. [Do's] – Every Employee shall

- (i) maintain absolute integrity at all times.
- (ii) maintain absolute devotion to duty at all times.
- (iii) maintain independence and impartiality in the discharge of duties.
- (iv) observe proper decorum at the workplace and/or at any place the employee is representing IIMU in an official capacity.
- (v) promptly report to his/her superior any civil/criminal case against him/her, if any, in any Court/Tribunal/other judicial or quasi-judicial authority, whether in India/outside India and the circumstances connected therewith.
- (vi) maintain political neutrality in their official dealings involving IIMU.
- (vii) act in accordance with IIMU policies as may be applicable from time to time.
- (viii) maintain courtesy while dealing with the general public in IIMU's official capacity.
- (ix) represent that he/she is not in breach of any contract with any third party or restricted in any way in an employees' ability to undertake or perform his/her duties towards IIMU. Any liability arising out of any agreement/arrangement between the employee and the third party shall be solely borne by the employee himself/herself and IIMU shall in no way be concerned/liable for any such liability.
- (x) immediately inform IIMU of any conflict (potential/actual) between his/her interest and those of IIMU. Where IIMU is of the opinion that such a conflict does or could exist, it may direct an employee to take appropriate action(s) to resolve such a conflict, and an employee shall comply with such instructions.
- (xi) for the purpose of performing his/her duties will have access to email, internet, IIMU assets (desktop, laptop, mobile phones etc.) and other IIMU infrastructure. An employee shall ensure that at all times his/her use of such facilities meets the ethical and social standards of the workplace. Further, an employees' use of such facilities must not interfere with his/her duties and must not be illegal or contrary to the interests of IIMU.

## B. [Don'ts] No Employee shall

- (i) indulge in acts detrimental to the interest of IIMU.
- (ii) adopt dilatory tactics in his/her dealings with the public in IIMU's official capacity.
- (iii) associate or join any banned organizations or any organization indulging in any activity which is prejudicial to the interest of the sovereignty and integrity of India, public order or morality.
- (iv) accept lavish or frequent hospitality from any individual, industrial or commercial firms, organizations, etc., having official dealings with IIMU.

- (v) appear at any place the employee is representing IIMU in a state of intoxication.
- (vi) indulged in any act of sexual harassment of any kind at workplace.
- (vii) enter into any private correspondence with Foreign Embassies or Missions or High Commissions on behalf of IIMU.
- (viii) willfully insubordinate or disobey, whether alone or in combination with others to any lawful and reasonable order of a supervisor.
- (ix) indulged in any kind of theft, or dishonesty in connection with the IIMU activities or property.
- (x) willfully damage IIMU's goods or property.
- (xi) take or give any bribes (in cash of otherwise) or any illegal gratification.
- (xii) a habit of late attendance.
- (xiii) breach any law(s) applicable at the IIMU.
- (xiv) be involved in any habitual negligence or neglect of work.
- (xv) have a habit of frequent repetition of any misconduct or omission.
- (xvi) organise labour strikes at work place and/or incite others to organise such labour strikes at the workplace in contravention of the provisions of any applicable lawin force from time to time.
- (xvii) act in a manner prejudicial to the interests of the IIMU.
- (xviii) be involved in drunkenness or riotous or disorderly or indecent behaviour in the premises of IIMU or outside such premises where such behaviour is related to or connected with the employment.
- (xix) be involved in any gambling activity within the premises of IIMU or other place of work.
- (xx) do any smoking (including e-cigarettes) within the premises of IIMU or at any other place where he/she is representing IIMU or any other place where smoking is prohibited.
- (xxi) collect, without the permission of the competent authority, any money (within the premises of the IIMU or at any other place) except where such employee has been authorised by the competent authority of IIMU to do so.
- (xxii) sleep while on duty.
- (xxiii) be involved in any act which amounts to a criminal offence involving moral turpitude or otherwise.
- (xxiv) remain absent from his/her appointed place of work without permission or sufficient cause.
- (xxv) act subversive of discipline or good behaviour.
- (xxvi) misuse any funds obtained from IIMU for any purpose other than for which it was granted by IIMU.
- (xxvii) be involved in any incident of assault or abusing or insulting any of the officer or employee of IIMU within the premises of office or other place of work or outside.
- (xxviii) interfere in the work of other employees.
- (xxix) write any anonymous or pseudonymous letter criticizing the Management or any other officer/ employee of the IIMU.
- (xxx) spread false rumours or give false information or make any defamatory statements (written or oral) which tend to bring IIMU or its management/officers/employees into disrepute.
- (xxxi) carry any business, whether for gain or otherwise (in partnership or otherwise).
- (xxxii) willfully fail to appear before medical board of IIMU (or any other medical facility, as may be decided by IIMU from time to time), when called upon to do so.
- (xxxiii) abet or attempt to abet any act which amounts to misconduct.

- (xxxiv) discuss /disclose his/her compensation to other employees of IIMU
- (xxxv) take any dual employment whether for gain or otherwise.
- (xxxvi) directly or indirectly, on his/her own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of IIMU with whom an employee had dealings, personal contact or supervised while performing an employees' duties or otherwise, to terminate their employment relationship with IIMU;
- (xxxvii)directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the IIMU or of its affiliates;
- (xxxviii) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of IIMU or any organization where an employee has been taken or sent for training, deputation or secondment or professional work by IIMU;
- (xxxix) provide or attempt to provide professional services similar to those provided by IIMU to its current or prospective customers, with whom an employee (i) had business interactions or any other dealings on behalf of IIMU during the employment with IIMU and/or (ii) had been directly associated with the customer in relation to a project.
- (xl) sign any contract or agreement that binds IIMU or creates any obligation (financial or otherwise) upon IIMU. Employee shall also not enter into any commitments or dealings on behalf of IIMU for which the employee has no express authority nor alter or be a party to any alteration of any principle or policy of IIMU or exceed the authority or discretion vested in the employee without the previous sanction of IIMU.
- (xli) during the period of employment draw, accept or endorse any cheque or bill on behalf of IIMU or, in any way, pledge IIMU's credit except so far as he/she may have been authorized by IIMU to do so, either generally or in any particular case.
- (xlii) use the name and/or trademark/logo of IIMU or its associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any manner which is detrimental to the interest, image and goodwill of IIMU and its affiliates without prior written consent of IIMU.
- (xliii) make any false, defamatory or disparaging statements about IIMU, or the employees, officers or directors of IIMU that are reasonably likely to cause damage to any such entity or person.

## 6. Employee Arrested for criminal offence

- **A.** An employee who is arrested on a criminal charge or is detained by the competent authority in pursuance of any process of law, may, if so, directed by the Court/Tribunal/Statutory Authority , be considered as being or having been under suspension from the date of his/her detention, up to such date or during such other period, as such Court/Tribunal/Statutory Authority may direct.
- **B.** Any payment made to such employee shall be subject to adjustment of his/her pay and allowances which shall be made according to the circumstances of the case and in the light of the decision as to whether such period is to be accounted for as the period of duty or leave.
- **C.** Provided that full pay and allowances will be admissible (subject to deduction of payment made during the time of suspension, if any) only if the employee is declared by the

Court/Tribunal/Statutory Authority to be:

- (i) treated as on duty during such period; and
- (ii) acquitted of all allegations or satisfies the Court/Tribunal/Statutory Authority in the case of his/her release from detention or his/her detention being set aside by such Court/Tribunal/Statutory Authority, that he/she had not been guilty of improper conduct resulting in his/her detention.
- **D.** An employee shall be liable to be dismissed in case of conviction by Court/Tribunal/Statutory Authority of any criminal offence whether involving moral turpitude or otherwise. Further, an employee would also be liable to be dismissed in case any action of the employee would have an adverse impact on the affairs of IIMU. The decision of the Director of IIMU shall be conclusive and binding on the employee.

#### 7. Rules on disciplinary action

#### A. Applicability:

These rules are applicable to all the employees classified as Contract Employees. Trainee and Apprentice are not considered as employees.

The acts mentioned under Clause 5(B) and/or any other acts, omissions and/or any other behaviours of the employee which shall amount to misconduct as per the ordinary meaning of the term as per a reasonable prudent man's interpretation shall also be considered as misconduct for the purpose of this manual.

#### **B.** Suspension:

The appointing authority, the disciplinary authority or any other authority empowered in this behalf by the Board, by order, may place a faculty member under suspension:

- 1. where a disciplinary proceeding against him/her is contemplated or remains pending or;
- 2. where in the opinion of the authority(s) aforesaid, he/she has engaged himself/herself in activities prejudicial to the interest of the security of the Country; or
- 3. where a case against him/her in respect of any criminal offence is under investigation, inquiry, or trial.
- 4. A faculty member shall be deemed to have been placed under suspension by an order of appointing authority:
  - a) With effect from the date of his/her detention, if he/she is detained in custody, whether on a criminal charge or otherwise, for a period exceeding forty-eight hours. OR
  - b) With effect from the date of his/her conviction, if in the event of a conviction for an offence, he/she is sentenced to a term of imprisonment exceeding forty-eight hours and is not forthwith dismissed or removed or compulsorily retired consequent on such conviction.
- 5. Where a disciplinary proceeding against an Employee is contemplated or is pending or where criminal proceedings against him/her in respect of any offence are under investigation or trial and

the IIMU authorities are satisfied that it is necessary or desirable to place the Employee under suspension, he/she may, by an order in writing, be suspended with effect from such date as may be specified in the order.

- 6. An Employee who is placed under suspension shall, during the period of such suspension, be paid a subsistence allowance at the following rate, namely:
  - a) Where the enquiry contemplated or pending is departmental the subsistence allowance shall, for the first ninety days from the date of suspension, be equal to one half of the basic pay, dearness allowance and other compensatory allowances to which the Employee would have been entitled if he/she was on leave with pay. If the departmental enquiry gets prolonged and the Employee continues to be under suspension for a period exceeding ninety days, the subsistence allowance shall for such period be equal to three-fourths of such basic pay, dearness allowance and other compensatory allowance.

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

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

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

#### 8. Enquiry Proceedings:

- A. If any Employee is found violating the terms contained in these Guidelines or any complaint/ report is filed against any Employee for such non-compliance for violation of these Guidelines, an official (non-teaching member) authorised by the Director ("Grievance Officer") shall check the prima facie facts available to him and make a decision as to the maintainability of the violation/ grievance. The Grievance Officer may ask for additional documents/ information to arrive at this decision.
- **B.** If the Grievance Officer so decides that the grievance is not maintainable and does not forward the same to the Grievance Redressal Committee ("**Committee**"), then the complainant has an option to appeal against the decision of the Grievance Officer with the Chairman of the Committee, who will take a decision within 7 (seven) days from the date of receipt of such appeal.
- **C.** If the Grievance Officer is satisfied that a grievance exists, he shall forward the same to the Committee.

- **D.** The Committee upon receipt of a grievance, may take an interim action basis the prima facie facts available to them.
- **E.** An inquiry and investigation shall be conducted by the Committee and a report shall be prepared within a period of 30 (thirty) days. The Committee shall share a copy of the report with the complainant, accused and the Director. The Committee has the power to take the services of any external consultant for the purpose of inquiry/ investigation.
- **F.** During the inquiry and investigation, the accused shall be provided an opportunity to be heard and present his case to the Committee. The accused shall have the right to be represented by another Employee of the Institute.
- **G.** Basis the severity of the violation, repetition of an offence and the other findings of the investigation, the Committee shall decide upon the penalty to be imposed i.e. minor penalty or major penalty.
- **H.** The report shall include the details of the complainant, accused, members of the Committee handling the case, details of the violation, findings of the inquiry and investigation and the penalty shall be mentioned in the report.
- **I.** All the proceedings and the final report should be in English language.

# 9. Appeals:

- A. The complainant or the accused against whom a penalty has decided shall have a right to appeal against any order passed against him/her to the Director of the Institute within a period of 15 (fifteen) days. If the Director is a party to the case, then the appeal shall be made to the Board. Every appeal shall comply with the following requirements.
  - (i) It shall be written in English, or, if not written in English, it shall be accompanied with a translation in English and shall be duly signed.
  - (ii) It shall be couched, in concise, polite language and be free from irrelevant matter.
  - (iii) It shall be accompanied with the report of the Committee.
  - (iv) It shall specify the relief desired.
- **B.** Consideration of Appeals

In case of an appeal against an order, the Director/ Board, as the case may be, shall consider:

(i) Whether the procedure prescribed in the preceding clauses have been complied with, and if not, whether such non-compliance has resulted in a miscarriage of justice,

- (ii) whether the findings are justified, and
- (iii) whether the penalty imposed is excessive, adequate or inadequate and shall pass an order:
- (iv) Setting aside, reducing, confirming, enhancing the penalty, or

(b) Remitting the case to the Committee with such directions as he may deem fit depending upon the circumstances of the case.

Provided that the Director/ Board shall provide an opportunity of being heard to both the parties before arriving at any decision.

The Director/ Board shall complete the above mentioned process within a period of 15 (fifteen) days from the receipt of the appeal.

C. Implementation of orders in Appeal

The Committee or any person designated by the Committee shall ensure the execution and compliance of the orders passed by the Director/ Board.

**D.** Review of orders in disciplinary cases

The Director, on suo-moto basis may call for the records of the case in a disciplinary proceedings, and can review any order passed in such a case, and pass such orders as it deems fit, as if the Employee had preferred an appeal against such an order, but no such review will be undertaken three months after the date of the issue of order.

- **E.** Board's power to review
- (i) Notwithstanding anything contained above, the Board may, on its own motion, after calling for the records of the case, review any order which is made or is appealable under these Guidelines.
- (ii) An Employee, who has been discharged, dismissed or imposed with any of the punishments by an order passed by the Director, can make a request to the Board for reconsideration of its decision, within 10 (ten) days from the date of receipt of the decision of the Director. The Board after consideration shall communicate its decision to the Employee concerned. Once such decision is communicated, it shall be final and binding on the parties and no further appeal will lie against such a decision of the Board.

#### 10. Confidentiality

During the course of employment with the Institute, an Employee shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, knowhow, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, Employee lists and any other personally identifiable information about any Employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Manual and any other information which due to the nature or

character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect Institute to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

An Employee agree that he/she may receive in strict confidence all Confidential Information of the Institute, its affiliates or its clients or prospective clients of the Institute or its affiliates. An Employee further agrees to maintain and to assist Institute in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use. All such Confidential Information shall remain the sole and exclusive property of the Institute, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted.

An Employee further agrees and confirm that, he/she will, at all times:

a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with an Employee;

b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with Institute's prior written consent;

c) treat all such Confidential Information with the same degree of care that an Employee accord to his/her own confidential information, but in no case less than reasonable care;

d) prevent the unauthorized use, dissemination or publication of such Confidential Information;

e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with an Employee;

f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of Institute or are in direct or indirect competition to Institute);

g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to Institute;

h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and

i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to Institute, its affiliates or its customers/Employees/students etc.

If an Employee is served with a court or governmental order requiring disclosure of any part of such Confidential Information, an Employee shall, unless prohibited by law, promptly notify Institute before any disclosure and cooperate fully (reasonable expense to be borne by Institute) with Institute and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by Institute.

Upon cessation of employment with Institute or on a written request of Institute, whichever is earlier, an Employee shall return or destroy (at Institute's option) any part of such Confidential Information that consists of original, and copies of, source material provided to an Employee and still in his/her possession and, if requested by Institute, shall provide written confirmation to Institute to that effect.

An Employee shall not, whether during the employment and/or after cessation of the employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of his/her duties and responsibilities, or as required by law, any confidential information, messages, data or trade secrets acquired by an Employee in the course of an Employees' employment with Institute.

If an Employee is found to be in breach of this clause, Institute reserves the right to take disciplinary action against such Employee, including right to terminate the employment without notice.

Employee hereby acknowledge and agree that the duration and scope of the covenants contained herein are fair and reasonable. Accordingly, an Employee and **Institute** agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi-judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi-judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi-judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

# <u>ANNEXURE – I</u>

#### LIST OF AUTHORITIES

Sr.	Level	Appointing	Authority competent to	Appellate Authority
No.		Authority	impose penalty	
1	<b>Teaching Faculty</b>	Director	Grievance Redressal	Director. If the Complaint
			Committee and above	is against the Director, then
				to the Board
2	Non-Teaching	Chief of	Grievance Redressal	Director. If the Complaint
	Employees	Administration	Committee and above	is against the Director, then
				to the Board

# CHAPTER – 14 GRIEVANCE POLICY

#### 1. Statement

The Institute is committed to maintain good relations with its Employees and among the Employees. The Institute understands that any Employee may face a grievance at the workplace, or have disagreements among themselves. The Institute to minimalize the same and to resolve such grievances have created a Grievance Redressal Committee.

## 2. **The System**

**A.** A non-teaching member of the Institute will be designated as the Grievance Officer(Level 10 & above), who will coordinate and administer the grievance handling process in addition to documenting the same.

**B.** The Grievance Officer upon receipt of a complaint shall prima facie check the prima facie facts available to him and decide the maintainability of the complaint. Upon being satisfied with the maintainability of the complaint, the Grievance Officer shall forward the complaint to the Committee.

**C.** The Board of Governors shall constitute a Grievance Redressal Committee to deal with the grievances of the Employees.

**D.** The Grievance Redressal Committee will be responsible for addressing all the grievances submitted by the Grievance Officer.

#### 3. Composition of the Grievance Redressal Committee

The Committee shall compose of 5 (five) members in the following manner:

- **A.** 2 members shall be teaching faculty. Out of these two, one must be a female.
- **B.** 3 members shall be non-teaching employees. Out of these three, one must be a female.
- **C.** Out of the total members, one member must be a representative of the SC/ST community.
- **D.** The Chairman of the Committee shall be a teaching faculty.

The quorum for the meeting of the Committee shall be the presence of 3 members. Provided that at least one female member and at least one teaching faculty member must be present to constitute a valid quorum.

#### 4. **Process & Procedure:**

The process and procedure for redressal of grievance shall be as provided under Chapter 13.

#### 5. Summary

IIMU is committed in providing a fair and grievance free work environment for the staff and officers of the IIMU. In formulation of this policy, IIMU intends not only to handle grievances of its staff and officers but also look at ways and means of reducing the grievances at IIMU.

# CHAPTER-15

## SAMMAN- INTERNAL COMMITTEE

The objective of Samman – Internal Committee goes beyond what is mandated by the Act and rules:

Samman is not only confined to dealing with complaints of Sexual Harassment towards women but also towards members of other genders and to work for creating awareness, sensitization, counselling, and educating about gender issues.

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

#### What is Sexual Harassment?

According to the Supreme Court of India, sexual harassment is any unwelcome sexually determined behavior, such as:

- Physical contact
- A demand or request for sexual favorsSexually colored remarks
- Showing pornography
- Any other physical, verbal, or non-verbal conduct of a sexual nature.Sexual Harassment takes place if a person:
- Subjects another person to an unwelcome act of physical intimacy, like grabbing, brushing, touching, pinching etc.
- Makes an unwelcome demand or request (whether directly or by implication) for sexual favors from another person, and further makes it a condition for employment/payment of wages/ increment/ promotion etc.
- Makes an unwelcome remark with sexual connotations, like sexually explicit compliments/cracking loud jokes with sexual connotations/ making sexist remarks etc.
- Shows a person any sexually explicit visual material, in the form of pictures/cartoons/pinups/calendars/screensavers on computers/any offensive written material/pornographic emails, etc. Engages in any other unwelcome conduct of a sexual nature, which could be verbal, or evennonverbal, like staring to make the other person uncomfortable, making offensive gestures, kissingsounds, etc..

As an institute, we have a strict policy with a clause of disciplinary action against sexual harassment (based on the Vishaka guidelines) and it applies to everyone in the institute.

If any employee face any of the above-mentioned kind of behavior, reach out to Samman on samman.IC@iimu.ac.in .

NCW Women's Helpline: 7827170170

For more information visit https://ncwwomenhelpline.in/

# CHAPTER - 16

## **CRECHE FACILITY**

#### 1. Admission Policy

- A. Eligibility: Admission to crèche is open to children of Faculty, Permanent Staff, Research Associates, Academic Associates, and IIMU Contractual Employees on a first-cum-first served basis up to a capacity of 20. Employee children (without distinction on status) are prioritized over students' children as the creche is a workplace requirement under the Maternity Benefits Act, 2017. Thus, if there is space, children of Students of long duration programs may be accommodated. The Crèche facility is not available to the following: children of relatives and grandchildren of above-mentioned categories, children of Executive Education Programme participants.
- B. Age Limit: A child needs to be at least 09 months to be admitted to the crèche. The cut off age is 6 years of age.
- C. Part Time Admission: Part time admission is not permitted. Once the admission is effective the monthly fee will be charged till the formal withdrawal is requested by the parents. Even if children are sent to crèche for one/two days in a week, full amount of Rs. 300/- will be charged as fee.

#### 2. Fee:

- A. Present monthly fee per child is Rs. 300/- for all categories as mentioned above including IIMU contract employees.
- B. The Creche coordination Committee reserves the right to revise the fee as and when required.

## 3. Salary of Creche Teachers/ Maids:

- A. The teachers and maids are employed on consolidated/ daily wages through the vendor Pinecones Pre-school.
- B. The wages will be governed by the contract with Pinecones Pre-school.

## 4. Guidelines

A. Crèche Timings: -

- i. Crèche opens from 8:30–6:00 PM on regular working days (Mon-Fri).
- ii. On Saturday and government holidays the creche will be open between 9:00 AM 4:30 PM.
- iii. Creche will be closed on Sunday. Parents are expected to pick their children by the closing time.
- iv. Any delay beyond 5 minutes from closing time is chargeable at Rs.50 every 15 minutes of delay.
- B. Guidelines for a newly admitted child
  - i. A new child may be transitioned into the crèche by leaving the child for a few hours every day and gradually increasing the number of hours spent.
  - ii. Parents are not allowed inside the crèche at any time, even during the transition period.

The crèche staff is well trained in handling the transition period, it is in the best interest of the child and the parent to cooperate with them.

- C. Meal and feeding policy
  - i. The crèche staff will strictly adhere to the timings for breakfast/lunch/snack detailed in the Crèche schedule.
  - ii. Parents can use the schedule as a reference for sending tiffin boxes for their children

D. Sick child policy

- i. A sick child needs to be fever free for 24 hours before he/she can be sent to the crèche.
- ii. If your child shows symptoms of sickness in the crèche, the staff will call you to pick up the child. The child will need to be picked up within one hour of calling.
- iii. The crèche staff is not authorized to administer any medicine to the children.

E. Other Policies

- i. Parents are not allowed inside the Crèche, as this creates distress for young children whose parents are not present at the time.
- ii. Parents are requested NOT to tip the staff as it creates an unhealthy atmosphere in the crèche.
- iii. Any complaint/suggestion regarding the crèche should be communicated to the committee members by e-mail.
- iv. Parents are requested not to send personal toys and plaything to the crèche. Similarly, the toys and books from the crèche cannot be taken out of the facility.
- F. Withdrawal from crèche

Parents should fill up the withdrawal slip when the child is removed from the crèche. This will ensure that the accounts department discontinues the deduction of crèche fee from the salary as soon as the child stops attending the crèche.

5. Crèche Holiday: As per the observed by the Institute (closed holidays).

The crèche will remain closed on these days in addition to other institute approved holidays.

Contact information: Internal ext. 232 External phone number: 0294-2477232.

# CHAPTER - 17

# FACILITIES AT IIMU CAMPUS

#### **1.** Primary Medical Healthcare Centre

The Institute has signed a MOU with GBH American Hospital for stablishing and operating primary health centre at our Balicha campus.

The details are as following:

A. Doctor – GBH American Hospital will depute one doctor on all working days that is from Monday to Saturday between 3:00 PM to 7:00 PM at the primary centre.

Lady Doctor	3 days
Male Doctor	3 days

B. Nursing Assistant – GBH American Hospital will depute one Nursing Assistant at all the times that is 24\*7 in primary centre.

Lady Nursing Assistant	08:00 AM 04:00 PM
Male Nursing Assistant	12:00 Noon to 08:00 PM
Male Nursing Assistant	08:00 PM to 08:00 AM.

The single point contact no of Nursing Assistant is - 7742268804.

- C. Ambulance Dedicated ambulance is kept at campus. It is parked near dining hall.
  - D. Drivers for Ambulance GBH American Hospital has deputed one driver per shift hence driver will be available with ambulance at all times. The single point contact no. of driver is 7742268897
- E. One-point contact no. of GBH American Hospital at city 9314402333 The above number may be used whenever any member goes to city hospital for consultancy/treatment.
- F. Regarding Charges Doctor consultancy is free at primary centre however few charges are prescribed for certain tests/treatment. The list of such charges is displayed on the notice board at primary centre.
- G. Regarding Medicine The Nursing Assistant will help to provide the medicine from the market on payment basis.
- 2. ATM. One ATM is installed in campus premises for usage of the community

	Workforce Requisition Form							
Type of Appointment:	Permanent	Deputation	on	Long		Short		
		Term			Term			
	<b>T</b>	Turing		Cont		Contract		
(tick v as per your requirement)	Temporary	Trainee		App	rentice	Outsource		
Name of Department								
Name of the Sub								
Department Position Required								
Educational			Any					
Qualification			Particul					
			Compet e/Skills					
			required					
Experience (No. of			Propose		For Contractual &			
years) & Details			d CTC/ Pay Scale		OtherPositions: CTC / Stipendper month: ₹.			
					For Permanent			
					Position:Pag			
					Approx. Monthly Salary: ₹.			
No. of position			Age (Ye	ears)	Min.:	_Max:		
Tenure (tick ✓ as per	Years: Months:		Reporti	ng				
your requirement)			to(Name &					
		Position)						
Justification (whether a			1		1			
new position or								
replacement)								
Nature of job Please								
attach JD								
Indicate the								
organogramwherein the								
intended position fit in								
Name of Intender			Signature:					
Approved/ Not Approved :			Approved/ Not Approved :					
Chief Of Administration			Director					

#### Annexure 2.01 Workforce Requisition Form

# Annexure- 2.02- Job Description

## Applications are invited for the post of Designation -

Indian Institute of Management Udaipur (IIMU) is looking for bright Graduates / Post-Graduates for the role of **"Designation"** purely on contract basis for a period of (Term of Contract) years initially and renewable based on the performance and need to the Institute of the position:

Sl.	Details	Description
1	Name of the post	
2	No of posts	
3	Nature of post	
4	Age limit	
5	Educational and otherqualifications	
6	Desirable qualification	
7	Experience	
8	Major Duties and Responsibilities	
9	Key Skills required	
10	Reporting officer	
11	Consolidated remuneration	
12	Mode of application	

## **General Instructions to the candidates**

- The completion of the period of contract will not confer any right for further extension, regularization, permanency at the Institute.
- The candidates applying for the above post should ensure that they fulfil all the eligibility conditions for the post. Their admission to any stage of the selection process will be purely provisional subject to confirmation that they satisfy the prescribed eligibility conditions. Mere issue of interview call letter to the candidate will not imply that his/her candidature has been found eligible.

- Candidates must be citizens of India. Persons who have migrated from Pakistan with the intention of permanently settling in India or subjects of Nepal are also eligible, but in their case a certificate of eligibility from the Government of India will be necessary for appointment. Such candidates should apply to the Government of India in the Ministryof Home Affairs for necessary certificate and furnish satisfactory proof of having so applied.
- The prescribed qualifications are minimum and unless specified, they are required for consideration for the post, even if higher qualification has been acquired and the mere fact that a candidate possesses the same will not entitle him/her for being called for interview.
- Relevant experience gained after the minimum qualifying degree will only be taken into consideration. Minimum requirements of qualifications and/or experience can be relaxed in respect of exceptionally outstanding candidates.
- The Institute reserves the right to restrict the number of candidates for written / skill test / interview to a reasonable limit based on qualifications, level and relevance of experience higher than the minimum prescribed in the advertisement and other academic achievements. The Institute also reserves the right of rejecting any or all the applications without assigning any reasons, therefore.
- Calling a candidate for test/interview merely indicates that it is felt that he/she with others may be suitable for the post and conveys no assurance whatsoever that he/she will be recommended or selected, or his/her
- conditions specified in the application will be accepted.
  Candidates will be short-listed for Test/Interview based on the information provided by them in their online applications. They must ensure that such information is true. If at any subsequent stage or at the time of Test/Interview any information given by them or any claim made by them in their online applications is found to be false, their candidature will be liable to be rejected.
- The Institute shall verify the antecedents or documents submitted by a candidate at any time at the time of appointment or during the tenure of the service. In case, it is detected that the documents submitted by the candidates are fake or the candidate has clandestine antecedents/background and has suppressed the said information, then his services shall be liable to be terminated.
- In case of any inadvertent mistake in the process of selection which may be detected at any stage even after the issue of appointment letter, the Institute reserves the right to modify/ withdraw/ cancel any communication made to the candidates.
- Candidates may send testimonials from persons intimately acquainted with their work and character. If the applicant is in employment, he/she should submit testimonials from the most recent employer or immediate
- superior as a referee.
  The Institute has a right to decide the mode of screening and testing the applicant for short listing and selection.
- The Institute solely reserves the right not to fill any advertised position without assigning any reason.
- Only shortlisted applicants will be contacted.
- No correspondence whatsoever will be entertained from candidates regarding conduct and result of test/interview and reasons for not being called for interview. Canvassing in any form will be a disqualification.
- The crucial date for determining the eligibility criteria for all candidates in every respect shall be the prescribed closing date for submission of online application.
- The Institute strives to have a workforce which reflects gender balance and women candidates

are encouraged to apply. Women candidates on a career break and wish to re-start their careers are

- encouraged to apply. Any corrigendum/clarifications on this advertisement, if necessary, shall be uploaded on website and no separate communication will be sent for this purpose. The last date for submission of online application is \_\_\_\_\_. ٠
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# Annexure 9.01

# Indian Institute of ManagementSelf assessment form

Name of the Professional:	Supervisor:				
Position:	Position:				
Head Quarter: Udaipur, India					
Agreed:(sign.):	Agreed:			(sign.):	
(date):	(date):				
Period :		ASSESSMENT			
Objectives & Goals:	Weig	Rating	Achievements	during	
	ht	-	contract		

Special Achievements/contributions by employee not stated as an earlier objective. It can be an achievement/contribution made inside or outside of job responsibility that has positive impact on the team, department or company

Reviewer's Comments

Signature



