

**IETE STAFF SERVICE RULES (AMENDED - 2015 )**  
**TABLE OF CONTENTS**

<b>1.</b>	<b>CHAPTER 1 - PRELIMINARY</b>	<b>4</b>
	1.1 Authority	4
	1.2 Date of effect of the Amended Rules	4
	1.3 Application	4
	1.4 Power of the Governing Council	4
	1.5 Definitions	4
<b>2.</b>	<b>CHAPTER 2 - ESTABLISHMENT</b>	<b>8</b>
	2.1 Sanction	8
	2.2 Appointment against Establishment	8
<b>3.</b>	<b>CHAPTER 3 - RECRUITMENT</b>	<b>9</b>
	3.1 Methods of Recruitment	9
	3.2 Direct Recruitment	9
	3.3 Promotion Committee (PC)	10
<b>4.</b>	<b>CHAPTER 4 - PROBATION</b>	<b>11</b>
	4.1 Period of Probation	11
	4.2 Responsibility of Probationer	11
	4.3 Responsibility of Immediate Superior and other IETE Authorities	11
	4.4 Review at end of Probation	12
	4.5 Action at end of Probation	12
<b>5.</b>	<b>CHAPTER 5 - REVIEW OF WORK</b>	<b>13</b>
	5.1 Responsibility of Immediate Superior and the Appointing Authority	13
	5.2 Annual Confidential Report (ACR)	13
	5.3 Channel of Reporting	14
<b>6.</b>	<b>CHAPTER 6 - HOURS OF WORK, HOLIDAYS AND LEAVE</b>	<b>15</b>
	6.1 Hours of Work	15
	6.2 Working Days/Holidays	15
	6.3 Types of Leave	15
	6.4 Casual Leave	15
	6.5 Compensatory Leave	16
	6.6 Earned Leave	16
	6.7 Special Leave with Pay	17
	6.8 Medical Leave	17

6.9	Maternity, Paternity and Sterilization Leave	17
6.10	Right to Leave	18
6.11	Return to Duty	18
6.12	Overstay/Absence without Leave	18
6.13	Leave Account	18
6.14	Procedure for Grant of Leave	18
<b>7.</b>	<b>CHAPTER 7 - RETIREMENT</b>	<b>19</b>
7.1	Retirement on Superannuation	19
7.2	Retirement on Physical/Mental in-capacitance	19
7.3	Premature Retirement	19
7.4	Voluntary Retirement Scheme (VRS)	20
<b>8.</b>	<b>CHAPTER 8 - TERMINATION OF SERVICE</b>	<b>21</b>
8.1	Permanent Employees, Employees on Contract and Consultants	21
8.2	Automatic Termination	21
<b>9.</b>	<b>CHAPTER 9 - CONDUCT AND DISCIPLINE</b>	<b>22</b>
9.1	General	22
9.2	Penalties	22
9.3	Procedure for Imposing Penalties	23
9.4	Suspension	25
9.5	Dismissal from services when an employee is convicted of a criminal charge involving moral turpitude	27
9.6	Removal from Service	27
<b>10.</b>	<b>CHAPTER 10 - APPEAL, PETITIONS &amp; REVIEW</b>	<b>28</b>
10.1	Right to Appeal	28
10.2	Period of Limitation for Appeals & Petitions	28
10.3	Form, Contents and Submission of Appeals & Petitions	28
10.4	Consideration of Appeals & Petitions	28
10.5	Review	29
10.6	Appellate Authority	29
<b>11.</b>	<b>CHAPTER 11 - PAY AND ALLOWANCES</b>	<b>30</b>
11.1	Scales of Pay	30
11.2	Fixation of Pay	30
11.3	Increments	30
11.4	Pay during Leave	31
11.5	Drawal of Pay	32
11.6	Allowances	32
11.7	Dearness Allowance	32

11.8	House Rent Allowance	32
11.9	Medical Allowance	32
11.10	Leave Travel Allowance	32
11.11	Conveyance (Re-imbusement)	33
11.12	Traveling Allowance (on tour)	33
11.13	Transport Allowance	33
<b>12.</b>	<b>CHAPTER 12 - LOANS &amp; ADVANCES</b>	<b>34</b>
<b>13.</b>	<b>CHAPTER 13 - RETIREMENT/TERMINAL BENEFITS</b>	<b>35</b>
12.1	Contributory Provident Fund	35
12.2	Death cum Retirement Gratuity	35
12.3	Encashment of accumulated Earned Leave	35

## CHAPTER 1

### PRELIMINARY

#### 1.1 AUTHORITY

The rules, known as the Institution of Electronics and Telecommunication Engineers Staff Service Rules 1993 (“ Service Rules”, for short) were framed by the Governing Council of the Institution under section 55 of the byelaws (2007) to regulate the service conditions of the staff at the Headquarter of the Institution and came into force with effect from 12.04.1993 and amendments done in 2011. The rules have been further amended in 2015 and now known as ***“IETE Staff Service Rules (Amended-2015)” which will come into force w.e.f. 31 July 2015.***

#### 1.2 DATE OF EFFECT OF THE AMENDED RULES

These amended rules, to be henceforth known as “IETE Staff Service Rules 2015 (Amended)”, come into force with effect from **31<sup>st</sup> July 2015** and supersede all previous rules on the subject.

#### 1.3 APPLICATION

These rules shall apply to all employees (Permanent/ on contract/ casual/ adhoc/ consultants) of the Headquarters of the Institution unless the context or individual rules specifically indicate otherwise.

#### 1.4 POWER OF THE GOVERNING COUNCIL

1.4.1 The Governing Council may amend, modify, delete from, or add to, these rules at its discretion. The rules, so amended and modified, once notified shall apply to all employees, existing and future, irrespective of the date of appointment of such employees.

1.4.2 Where any doubt arises regarding the interpretation of these Rules, it shall be placed before the Governing Council for its decision, which shall be final and binding on every employee.

#### 1.5 DEFINITIONS

(i) **“Institution”** means the Institution of Electronics and Telecommunication Engineers established in 1953 as The Institution of Telecommunication Engineers and registered under the Societies Registration Act XXI of 1860.

(ii) **“Bye-laws”** mean the Bye-laws of the Institution in force at the time of reference.

- (iii) **“Governing Council”** means the Governing Council of the Institution of Electronics and Telecommunication Engineers, duly constituted under the relevant Bye-law. **Anywhere** in the subsequent text ‘Council’ - refers to Governing Council of the IETE, unless specifically defined.
- (iv) **“President”** means the President (in office) of the Institution.
- (v) **“Secretary General”** means the Secretary General (in office) of the Institution.
- (vi) **“Hony Treasurer”** means the Hony Treasurer (in office) of the Institution.
- (vii) **“Service Rules”** means IETE Staff Service Rules, as amended from time to time and as approved by the IETE Governing Council.
- (viii) **“Permanent Employee”** means an employee on a regular basis for an indefinite period till the age of superannuation (58 years) on a regular monthly scale of pay.
- (ix) **“Contract Employee”** (consolidated emoluments) means an employee on a fixed all inclusive consolidated emolument for a specific period (Maximum of three years). The services of the employee shall automatically terminate **unless extended depending on the exigencies/requirements of the IETE, subject to the approval of the Governing Council in case of officers and President in case of other employees** on expiry of the contract period.
- (x) **“Contract Employee”** (on Regular scale) means an employee employed on a regular scale for a period of three years without prejudice to re-employment on a fresh contract.
- (xi) **“Consultant”** means a non permanent employee who is above class IV and appointed on a fixed consolidated emoluments for a specific period on mutually agreed terms between the employee and the Institution. The term Consultant includes professional and skilled employees. The service of the Consultant shall automatically terminate on expiry of the specific period of service.
- (xii) **“Adhoc Employee”** means an employee appointed on a fixed period subject to a maximum of one year at a time on mutually agreed terms between the employee and the Institution. The service of the employee shall automatically terminate on expiry of the specific period of service.

- (xiii) **“Casual Employee”** means an employee engaged on a fixed consolidated emoluments (and no other financial liability of the Institution) on a temporary basis in intervals for a period not exceeding 90 days to tide over any emergent situations.
- (xiv) **“Consolidated Emoluments”** as defined in Appendix ‘B’.
- (xv) **“Pay”** means basic pay which would be in the corresponding Pay Bands + Grade Pay as defined in Appendix ‘B’. This is applicable to permanent employees only.
- (xvi) **“Year”** means the calendar year (from 1<sup>st</sup> January to 31<sup>st</sup> December).
- (xvii) **“Month”** means a calendar month.
- (xviii) **“Inquiry Officer”** means any person appointed by the Governing Council or the appointing authority to hold an inquiry into any charges of indiscipline, misconduct or negligence against an employee.
- (xix) **“Staff Committee”** means a Committee constituted by the Governing Council or the President, by a General or a Special Order, to undertake a review of the work and conduct or make recommendation about an employee or group of employees on any aspect of their service with the Institution except Service Rules.
- (xx) **“Selection Committee”** means a Committee duly constituted by a Competent Authority to select a suitable candidate for appointment against any post(s) as per the requirement and terms of conditions of the Institution. (As per Appendix ‘B’).
- (xxi) **“Appointing Authority (in relation to any employee)”** means any person (s) for the time being holding the office which has been, by a General or Special Order of the Governing Council, nominated to appoint a person to a particular post or a group of posts. Besides such authority to appoint, the appointing authority, under the relevant sections of these rules, shall have the authority to promote, reward, terminate the service, retire, award penalties, etc to any employee whom he/she has the authority to appoint. (As per Appendix-B)
- (xxii) **“Confirming Authority”** means the Competent Authority to accept or confirm the recommendations/ findings of any Committee duly constituted for the specific purpose by a General or Special Order. (As per Appendix-B)
- (xxiii) **“Promotion Committee (PC)”**. All promotions will be based on the recommendations of the PC as constituted and duly approved by the Governing Council.

- (xxiv) **“Appellate Authority”** means the authority competent to receive, deal with and dispose-off appeals and petitions made by an employee of the Institution. (As per Appendix ‘B’)
- (xxv) **“Family”** includes the spouse of the employee, (if the spouse is not entitled to various benefits like LTC etc as an employee of the Institution or any other organization) the children (restricted to two unemployed children up to the age of 21 years), dependent on the employee but does not include a legally separated spouse.

## CHAPTER 2

### ESTABLISHMENT

#### 2.1 SANCTION

- 2.1.1 The Governing Council shall review from time to time the work of the Institution and sanction establishment, to efficiently and effectively handle the same. The establishment may consist of Permanent, Contract, Consultant, Ad-hoc and purely casual posts sanctioned for an indefinite/fixed period. (Ref. Section 1.5)
- 2.1.2 The re-arrangement in the internal structure of the organization can be made by the President and Secretary General for its day today functioning. Any future increase/ decrease in staff strength should be based on work study presented to and approved by the Governing Council. The present structure of the organization is shown at **Appendix-‘A’**.
- 2.1.3 While sanctioning the establishment, the Governing Council shall specify for each post or a group of posts based on the functional requirement from time to time:-
- (a) The grade/ Scale of pay / Emoluments / Allowances etc.
  - (b) The broad duties and responsibility attached to the post.
  - (c) The mode of recruitment.
  - (d) The essential and desirable qualifications.
  - (e) The Appointing Authority.
  - (f) The constitution of the Selection Committee.

**Appendix-‘B’** lists Selection Committees, Appointing Authorities and authorities for confirmation.

#### 2.2 APPOINTMENT AGAINST ESTABLISHMENT

2.2.1 Appointments against regular post(s) may be made as under:-

- (a) All fresh appointments shall be on consultancy basis (consolidated emoluments) and the incumbents shall be **designated as the ‘Consultants’** of the Institution as defined under para 1.5 (xi) and **Appendix-‘B’**. On expiry of the consultancy period, it shall be automatically terminated. Services may be terminated earlier also by giving notice on either side, as defined in the appointment letter. After the expiry of the consultancy period and on automatic termination, the employee may be engaged again on fresh terms and conditions by the Governing Council **on mutually agreed terms**.
- (b) The Secretary General may rotate staff, whenever and wherever required and also may transfer staff within the **IETE HQ** as required.



## CHAPTER 3

### RECRUITMENT

#### 3.1 METHODS OF RECRUITMENT

The appointment to any regular post(s) may be made, as prescribed by general or special order by the Governing Council:

- (a) By direct recruitment.
- (b) By Promotion.

#### 3.2 DIRECT RECRUITMENT

3.2.1 The direct recruitment shall be made if required from the best available candidates who:

- (a) Fulfill all the essential qualifications, experience and as much of the desirable ones as possible under given circumstances.
- (b) Are physically and mentally fit to perform the functions and responsibility of the post, provided any physical handicap not specifically coming in the way of effective performance of the duties of the post shall not be a bar to such recruitment.
- (c) Possess a good character and antecedents.
- (d) The number of candidates to be called for interview shall be decided by the Screening Committee constituted by the Competent Authority.

3.2.2 (a) To ensure 3.2.1(a) above, the Governing Council shall prescribe the essential and desirable qualifications for each post. **(Appendix-‘B’)**

- (b) To obtain a wide choice of suitable candidates, recruitment for all jobs with minimum qualifications higher than Matric (10 years of education of 10+2 system) shall be suitably advertised while all vacancies shall also be notified to the appropriate Employment Exchange as well as internally for wider circulation.
- (c) Selection from the applicants shall be made by the constituted Selection Committee which will adopt well laid out procedure, keeping in view the nature of the post. An existing employee of the Institution may also apply if he fulfills the essential qualification prescribed for the higher post and shall be considered by the Selection Committee on par with outsiders;

other things being equal preference will be given to internal candidates. If selected and appointed, the candidates will be governed by the new rules.

- (d) A panel of 2 to 3 suitable candidates may be kept against each post as per situation at that time.

3.2.3 To ensure 3.2.1(b) above, the Governing Council/ the Selection Committee may prescribe the standards of physical fitness. The selected candidate shall be required to submit a medical certificate of fitness at his own cost from a registered medical practitioner not below the rank of Assistant Surgeon or from any Govt Hospital or any other hospital as identified/accepted by IETE, indicating the state of health and whether he/she meets the standards prescribed if any. The report shall also bring out clearly if the candidate suffers from any physical handicap and certify that it shall/or shall not come in the way of effective discharge of functions of the post.

3.2.4 To ensure 3.2.1 (c) above, the selected candidate shall be required to submit a suitable certificate from two responsible citizens of his locality/ educational institution about his character and conduct.

### 3.3 PROMOTION COMMITTEE (PC)

3.3.1 Promotions shall be made from amongst the most suitable candidates internally available who possess requisite qualifications or exceptional work done/experience, prescribed for the post.

3.3.2 A Proposal for promotions of employees who may be considered for a higher scale shall be put up by the Secretary General to the PC. Recommendations for promotions shall be made by the PC constituted by the Governing Council. Candidates under normal terms generally will be considered with an incumbency of 7 (seven) years in the existing scale. Those with a very good performance and above, for ***at least any five years out of seven years under consideration, including the last year***, will be eligible for consideration for promotion. Accelerated promotions can be considered by the Committee, on exceptional merits.

## CHAPTER 4

### PROBATION

#### 4.1 PERIOD OF PROBATION

- 4.1.1 Every person appointed to a post in the Institution against direct recruitment shall be on probation as per the terms of engagement defined in the appointment letter.

#### 4.2 RESPONSIBILITY OF PROBATIONER

It will be the responsibility of the probationer to apply himself with devotion and diligence and quickly gain the necessary understanding and skills to undertake his/her duties with excellence. He/she shall seek the necessary guidance and training from his immediate superior and the Appointing Authority, whenever needed, and bring to their notice **any** difficulties faced by him.

#### 4.3 RESPONSIBILITY OF IMMEDIATE SUPERIOR AND OTHER IETE AUTHORITIES

##### During the period of Probation

- 4.3.1 The immediate superior, Secretary General and the Appointing Authority shall keep in close touch with the probationer and keep themselves acquainted with his/her progress. They shall provide such training and guidance to the probationer as necessary to ensure that he/she acquires the necessary understanding and skills to perform the duties satisfactorily and imbibe the highest traditions of discipline, courtesy and consideration.
- 4.3.2 The immediate superior will undertake a formal review of the work and conduct of the probationers and record a written report every six months covering the duties assigned, the quality and quantity of work done, acquisition of necessary understanding and skills and an evaluation of the desirable qualities of character and discipline, and submit the same to the **Secretary General**/Appointing Authority.
- 4.3.3 The Secretary General & the Appointing Authority shall promptly review the report and shall bring to the notice of the probationer in writing **any** weaknesses with regard to work or conduct noticed during the period **of his/her probation** and render such advice as considered appropriate for improvement.
- 4.3.4 During probation IETE can terminate the services, without assigning any reason, by giving 30 days notice, on either **and vice-versa i.e. the**

employee can also give his/her resignation by giving 30 days notice during the period of his probation.

#### 4.4 REVIEW AT END OF PROBATION

One month before the end of the probationary period, the Secretary General and the Appointing Authority of the probationer shall undertake a review of all the reports and determine whether the probationer is fit for confirmation or otherwise.

#### 4.5 ACTION AT END OF PROBATION

4.5.1 If as a result of the periodic review under section 4.3 or final review under section 4.4, the probationer is found to be unsuitable for holding the post, the Appointing Authority may:

- (a) In case of an internal candidate appointed against direct recruitment, revert him to the post held before such appointment.
- (b) In case of a person appointed by direct recruitment, terminate his/her services from the Institution by an order in writing.
- (c) May extend only once the period of probation for a period not exceeding six months. This extension will be an exception and the reasons shall be recorded by the President/**Competent Authority.**

4.5.2 If as a result of the final review the employee on probation is found suitable for holding the post, the Appointing Authority shall issue orders confirming the appointment from due date **being** the date of confirmation. If such a confirmation is not issued within three months of the end of probation, the confirmation shall be deemed to have been issued.

## CHAPTER 5

### REVIEW OF WORK

#### **5.1 RESPONSIBILITY OF IMMEDIATE SUPERIOR AND THE APPOINTING AUTHORITY**

5.1.1 It is the responsibility of the immediate superior and the Secretary General & the Appointing Authority to provide the necessary guidance and training to the employee to maintain the highest standards of conduct and discipline towards achieving excellence in performance.

5.1.2 For this purpose, the immediate superior, the Secretary General and the Appointing Authority shall undertake a periodic review of the conduct, discipline and performance of the employee and promptly bring to his/her notice **any** unsatisfactory aspect of his/her work or conduct and advise him suitably orally/ and or in writing with a record kept in his/her dossier.

#### **5.2 ANNUAL CONFIDENTIAL REPORT (ACR)**

5.2.1 At the end of each calendar year the immediate superior (Reporting Officer) shall record a formal reporting of the work and conduct of the employee in the prescribed form (**Appendix-‘D’**) and submit it to the Reviewing Officer (RO). In case where the Reviewing Officer is an officer other than the Appointing Authority, the report shall be submitted to the next higher authority for acceptance. The performance appraisal of the employee indicating any weaknesses/ adverse remarks as recorded will be intimated to him and he/she should be advised as **to** where improvement is required.

5.2.2 Under no circumstances an employee shall be left in ignorance for any length of time, any adverse view of the immediate superior and the reviewing authority in respect of his/her conduct, discipline or performance. He/she should be informed about adverse remarks within 2 (two) months after the review.

5.2.3 Any commendation/adverse remarks **in respect of the employee** shall be brought to the notice of the **President by Secretary General. President may apprise the Governing Council in case of officer(s).**

### 5.3 CHANNEL OF REPORTING

Channel of reporting in the prescribed forms will be as under:-

- |   |   |
|---|---|
| (a) Employee/Officer working in section | (i) The Section Head as Reporting Officer (RO)<br>(ii) The Secretary General as Reviewing Officer<br>(iii) President as Counter Signing Officer (CSO)   |
| (b) Section Heads                       | (i) The Secretary General as Reporting Officer (RO)<br>(ii) The President as Reviewing Officer (RO) and Counter Signing Officer   |
| (c) Secretary General                   | (i) The President as Reporting and Reviewing Officer<br><br>(ii) Any commendation / adverse Remarks shall be brought to the notice of the Governing Council by the President for officers only. |

- 5.4 The President shall have the discretion to set aside such reports(s) if it is at variance and inconsistent with the performance of the employee for the period of reporting. All complaints concerned to ACR will be dealt by the President who is the Appellate Authority for all employees.

## CHAPTER 6

### HOURS OF WORK, HOLIDAYS AND LEAVE

#### **6.1 HOURS OF WORK**

- 6.1.1 The period and the hours of work of the employees shall be duly notified to the employees. Changes may be introduced after duly notifying the employees of the proposed changes.
- 6.1.2 Subject to the provisions of any statute for the time being in force and to such other terms and conditions as the Institution may fix, the Institution reserves the right to require all or any other number of its employees to work extra hours in the interest of the Institution on any day or to work on holidays as the situation demands.
- 6.1.3 Leave in compensation may be given to the staff for any special job or work done by them outside office hours and on holidays, at the discretion of the Secretary General.

#### **6.2 WORKING DAYS / HOLIDAYS**

The Institution Offices will observe the existing pattern and practices, until, unless, otherwise changed with the approval of the President based on recommendation of Secretary General.

#### **6.3 TYPES OF LEAVE**

The following kinds of leave shall be admissible to an employee:

- (a) Casual leave
- (b) Compensatory Leave
- (c) Earned Leave
- (d) Special Leave with pay
- (e) Medical leave on half pay
- (f) Extraordinary Leave without pay at the discretion of the President on case to case basis

#### **6.4 CASUAL LEAVE**

- 6.4.1 All employees including Consultants shall be entitled to 12 (Twelve) days casual leave in a calendar year, or proportionately less if the service in a calendar is less than Twelve months. The casual leave cannot be carried forward or accumulated from year to year.
- 6.4.2 The casual leave is meant for short spells of leave to meet unplanned exigencies like sudden personal affairs, minor illness etc. An employee

therefore may be granted casual leave in spells of not less than ½ day or more than 5 days at a time. The Sunday and other closed holidays at the beginning or end of the actual days of leave and those falling between the period of casual leave shall not count towards casual leave.

- 6.4.3 An employee reporting late by prior permission for duty less than one hour of normal commencement of duty will be marked late by permission on that day. Four such late comings in a month shall entail loss of one day's casual leave. Such late coming without prior permission will entail disciplinary action.
- 6.4.4 Reporting for duty late up to 15 minutes but before the lunch hour four times in a month, will entail loss of half a day's casual leave to the employee.
- 6.4.5 Casual leave may be combined with compensatory leave but not with earned, half pay, or special leave without pay.

## 6.5 COMPENSATORY LEAVE

- 6.5.1 An employee required to perform duties on a Sunday or a closed holiday may be granted compensatory leave for the corresponding number of days or compensation for extra duty hours. Such compensatory leave shall not be accumulated by an employee beyond three days and shall not be carried forward beyond two months.

## 6.6 EARNED LEAVE

- 6.61 An employee including a probationer on regular scale shall earn 20 days of earned leave i.e. 10 days in each half calendar year i.e. 1<sup>st</sup> January - 30<sup>th</sup> June and 1<sup>st</sup> July to 31<sup>st</sup> December.
- 6.6.2 **Earned leave in respect of employees will not be carried forward/accumulated for encashment henceforth.**
- 6.6.3 Earned leave is meant to be availed in a planned manner for rest/recreation, attending to personal matters, long periods of illness etc. An employee may avail earned leave for not less than five days and not more than Ninety days at a time (including accumulated leave as per 6.6.5). The Sunday or the closed holidays preceding or following the leave period shall not count towards the earned leave. However, those falling in between shall so count.
- 6.6.4 Earned leave will be calculated every six months and credited to the leave account of the employee.



6.6.5 Those employees who have accumulated earned leave prior to implementation of this Staff Service Rules shall be eligible to en-cash their accumulated leave to their credit as on 31 Dec 2014 on superannuation subject to maximum of 300 days or avail their leave.

## **6.7 SPECIAL LEAVE WITH PAY**

6.7.1 Officers and staff who have been appointed as consultant(s) will be authorized 30 days special leave with full remuneration in a calendar year, including medical leave.

## **6.8 MEDICAL LEAVE**

6.8.1 An employee on regular scale shall be eligible for 20 days medical leave on half pay or on pro-rata basis, on medical and other grounds during the calendar year.

6.8.2 Leave on half pay will normally be granted on medical grounds/certificate of sickness and may be commuted to leave on average pay.

6.8.3 All employees who have accumulated or carried forward Medical Leave shall forfeit any previously accumulated Medical Leave subject to a limit of 30 days.

## **6.9 MATERNITY, PATERNITY AND STERILIZATION LEAVE**

6.9.1 The female employees may be granted Maternity leave on full pay and allowances not exceeding three months covering the prenatal and postnatal period in connection with the birth of a child restricted to two children, in the total period of service.

6.9.2 The employee, both male and female, may be granted one week's leave for sterilization operation.

### **6.9.3 Paternity Leave**

(a) Male employees with less than two surviving male children are eligible to 15 days leave with full pay during confinement of spouse.

(b) Not to be debited from any leave account.

(c) May be combined with any other leave, except casual leave.

(d) Not to be normally refused.

(e) Should be applied upto 15 days before or upto six months from date of delivery. If not availed within this period, it will lapse.

## **6.10 RIGHT TO LEAVE**

No kind of leave can be claimed as a matter of right. The leave must be applied for and obtained in advance, except in emergencies, when intimation must be given immediately to the immediate superior. The grant of leave shall be subject to the exigencies of service and the circumstances of each case. An employee on leave shall be liable to be recalled from leave if the exigencies of service so require.

## **6.11 RETURN TO DUTY**

No employee on leave shall return to duty before the expiry of leave period granted to him except with the permission of the sanctioning authority. An employee on leave on Medical grounds shall not return to duty unless he/she produces a certificate of fitness from a Medical Practitioner approved by the Governing Council.

## **6.12 OVERSTAY / ABSENCE WITHOUT LEAVE**

An employee who remains absent without leave being sanctioned or on the expiry of his/her leave shall not, unless the sanctioning authority otherwise directs, be entitled to any pay and allowances for the period of such absence and shall be deemed to have resigned from the service of the Institution if the period of such absence exceeds thirty days.

## **6.13 LEAVE ACCOUNT**

The Secretariat will maintain a register of leave, other than casual/compensatory leave and credit, at the commencement of each half year; the leave earned during the previous half year to indicate the total leave admissible to the employee. The leave granted shall be debited to the employee's account as it is availed.

## **6.14 PROCEDURE FOR GRANT OF LEAVE**

6.14.1 An employee shall, before proceeding on leave, make an application and obtain sanction in a requisite form. On return from leave (other than Casual Leave), he will give a joining report to the Sanctioning Authority. At any time, the Sanctioning Authority may recall the employee on account of exigency of work.

6.14.2 The Sanctioning Authority in the case of all the staff except the Secretary General will be the Secretary General and in the case of Secretary General, the President.

## CHAPTER 7

### RETIREMENT

#### **7.1 RETIREMENT ON SUPERANNUATION**

A permanent employee on regular scale shall superannuate on attaining the age of Fifty Eight (58) years.

#### **7.2 RETIREMENT ON PHYSICAL/MENTAL IN-CAPACITANCE**

Any employee may be retired at any time if he/she is found to be insane or incapacitated to undertake the duties of his/her job by a Medical Board nominated by the appointing authority for this purpose.

#### **7.3 PREMATURE RETIREMENT**

##### **7.3.1 On the initiative of the Institution**

- (a) A staff committee appointed by the President, by a General or Special Orders, shall undertake a review of the work and conduct of each permanent employee every Five years in the service of the Institution.
- (b) The staff committee shall recommend whether it is in the interest of the Institution to retain or otherwise the services of such permanent employee. The recommendations of the committee shall be considered by the President.
- (c) The Appointing Authority, may retire a permanent employee from the services of the Institution, if it is not in the interest of the Institution (with justification given to the Governing Council). In such cases once authorized by the Governing Council, the employee will be issued a notice of three months or payment of three months pay and allowances **in lieu** thereof.

##### **7.3.2 Voluntary retirement by an employee**

A permanent employee and employee on contract (on regular scale) may at any time seek voluntary retirement by giving a notice of three months or pay and allowances in lieu thereof. However, the President reserves the right for not considering the case on functional grounds or till alternate arrangements are made by the Institution.

#### **7.4 VOLUNTARY RETIREMENT SCHEME (VRS)**

The Governing Council may frame the Voluntary Retirement Scheme (VRS) to the permanent employees at the rate of 15 days pay per annum for the remaining period of service, subject to a maximum of Rs 7.5 Lakhs. The person opting for VRS would be entitled to all the prevailing terminal benefits on the date of applying for VRS.

## CHAPTER 8

### TERMINATION OF SERVICE

#### **8.1 PERMANENT EMPLOYEES, EMPLOYEES ON CONTRACT AND CONSULTANTS**

8.1.1 The services of a permanent employee, employee on contract and consultants may be terminated in the interest of the Institution, under exceptional circumstances, when post becomes non-existent, on extreme financial grounds or dissolution of the Institution or change of the charter of the Institution by Appointing Authority without assigning any reason by giving a notice stipulated in the appointment letter or payment for that period of pay and allowances in lieu of notice. Such an employee may also be permitted to resign from the service from the Institution by giving a notice stipulated in his/her appointment order or payment for that period of pay and allowance in lieu of notice.

8.1.2 The service of an employee on contract may be terminated by the Appointing Authority without assigning any reason by giving a notice stipulated in the appointment order. Such employees may in turn also resign from service with the Institution by giving the notice stipulated in the appointment letter. (The Governing Council should be kept informed of such cases.)

#### **8.2 AUTOMATIC TERMINATION**

8.2.1 The services of persons appointed on contract/ ad-hoc/ consultant shall automatically stand terminated at the end of the contract period.

8.2.2 The appointments of casual employees appointed for specified period shall automatically stand terminated at the end of such period.

## CHAPTER 9

### CONDUCT AND DISCIPLINE

#### **9.1 GENERAL**

The Appointing Authority or any other authority superior thereto, after giving the employee a reasonable opportunity to defend himself, for good and sufficient reasons, proceed against an employee for acts of misconduct, indiscipline and negligence including, but, not necessarily be limited to:

- (a) Lack of absolute integrity and devotion to duty,
- (b) Persistent lack of punctuality, unauthorized absence etc.
- (c) Persistent failure to abide by and comply with the Rules and Byelaws of the Institution, legitimate orders and directions of superior authorities.
- (d) Persistent lack of courtesy and attention to all persons with whom the employee has to deal in the course of his/her duties.
- (e) Undertaking an external employment, or engaging in business or trade or profession without prior permission of the Appointing Authority.
- (f) Making false claims or obtaining commission or discount, illegal gratification, misappropriation of the Institution property, money or stores to gain pecuniary advantage and leaking sensitive information.
- (g) And such acts of commission or omission prejudicial to the interest of Institution.

May impose on an employee, the following penalties:-

#### **9.2 PENALTIES**

- (a) Censure
- (b) Recovery from pay, the whole or part of any pecuniary loss caused to the Institution by negligence or breach of orders or directions of superior authorities.
- (c) Withholding of increments of pay for a specified period with or without cumulative effect.
- (d) Reduction to a lower stage in the time-scale of pay for a specified period, or reduction to a lower grade or post.
- (e) Compulsory retirement
- (f) Removal from service
- (g) Dismissal from service

## Explanation

Retirement under Chapter 7 and Termination of Service by the Institution, Resignation by the Employees under Chapter 8 shall not amount to imposition of a penalty.

### 9.3 PROCEDURE FOR IMPOSING PENALTIES

The Appointing Authority or any other Authority empowered by the Governing Council, where it is contemplated to institute disciplinary proceedings against an employee to ascertain the truth of misconduct or misbehavior, the employee shall be given a reasonable opportunity of explaining his/her position and defend himself in accordance with the principle of natural justice.

For this purpose:

- (a) The Appointing Authority shall serve a show cause notice in person duly witnessed and/or at his/her recorded address by registered post indicating:
  - (i) an act of mis-conduct, in-discipline or negligence.
  - (ii) the nature of evidence.
- (b) The notice shall call upon the employee to submit a written statement of his/her defence within **seven** working days. If no reply is received he/she shall be issued a reminder. He/she will again be issued a second reminder to submit his/her statement within two working days.
- (c) If no written statement from the employee is received despite reminders, the Appointing Authority may impose any one of the penalties mentioned in Para 9.2 ex-parte.
- (d) On receipt of a written statement of submission from the employee, the Appointing authority **if not satisfied with the written statement of the employees** shall issue a charge-sheet indicating:
  - (i) an act of misconduct, indiscipline or negligence.
  - (ii) a statement of allegations on which the charge(s) are based.
  - (iii) the nature of evidence i.e. list of documents etc. and witnesses in support of the allegations.
- (e) a notice of Seven days will be given to the employee asking him to be present at the oral hearing. Simultaneously, the Appointing

Authority shall nominate an Inquiry Officer to hold the oral hearing and conduct an inquiry into the charges. The office copy of the charge-sheet and the employee's submission shall be supplied to the Inquiry Officer along with the order appointing him as Inquiry Officer. **The Appointing Authority shall also nominate the presenting office to present the case on behalf of the Department.**

- f) The Inquiry Officer shall commence the oral hearing on the date given in the charge-sheet.

The steps in the procedure generally would be:-

- (i) At the oral enquiry, the Inquiry Officer may allow the assistance of another employee who shall not be a lawyer nor a likely witness in the case.
- (ii) The Inquiry Officer introduces the documents and reasonable evidence to show that the documents are genuine and indicate their relevance.
- (iii) The Inquiry Officer examines the witnesses listed in the charge sheet and the employee is given an opportunity to cross examine each witness after his/her examination is over.
- (iv) The Inquiry Officer indicates how the evidence produced proves the misconduct, indiscipline or negligence of the employee.
- (v) The employee introduces his/her documents with reasonable evidence to show that documents are genuine and indicate their relevance.
- (vi) The employee examines his/her witnesses followed by cross examination by the Inquiry Officer of each witness as his/her examination is over.
- (vii) The employee indicates how the evidence presented by him disproves the charges of misconduct, indiscipline or negligence or satisfactorily explains his/her conduct or action.
- (viii) The Inquiry Officer answers any points introduced by the employee and the effect of same on the case.



- (g) The Inquiry Officer shall keep a record of the proceedings and have the same signed by the employee and/or another employee named by him for assistance.
- (h) On completion of oral inquiry, the Inquiry Officer shall expeditiously (within Seven days) record his/her findings giving brief reasons for the same referring to relevant evidence. He/she shall submit the same to the Appointing Authority along with complete record of the Inquiry.
- (i) The Appointing Authority shall examine the report of the Inquiry Officer and evidence on record and come to a final conclusion. It will then pass orders on the charges and proposed penalty within one month of the receipt of the report. A copy of his/her orders and findings along with a copy of the report of the Inquiry Officer shall be supplied immediately to the employee. The orders shall clearly indicate the date of effect of the penalty.

#### **9.4 SUSPENSION**

- (a) The Appointing Authority or any authority superior thereto may place an employee under suspension:-
  - (i) where disciplinary proceedings to impose one of the penalties in Section 9.2 are contemplated or are pending.
  - (ii) where a case against him in respect of any criminal offense is under investigation by a State investigating agency or under trial in a court of law.
- (b) An employee who is detained in police or judicial custody whether on a criminal charge or otherwise, for a period exceeding forty eight hours shall be deemed to have been suspended with effect from the date of his/her detention as though by an order of the Appointing Authority and shall remain under suspension until released from the custody. The Appointing Authority shall issue appropriate covering orders through registered post at his recorded address for placing the employee on suspension and revoking them in due course.
- (c) **Power to Revoke Suspension**

An order of suspension made or deemed to have been made under this Rule, may, at any time, be revoked by the authority which

made or deemed to have made it or by any authority superior thereto.

**(d) Date of Effect of Orders of Suspension**

Any order of suspension shall take effect immediately on its communication to the employee.

**(e) Subsistence Allowance**

During the period of suspension, the employee shall be entitled to a subsistence allowance equal to half the basic pay and allowances appropriate thereto.

**(f) Final Regulation of Period of Suspension**

The Appointing Authority shall review and issue appropriate orders regulating the period of suspension along with the final disposal of disciplinary proceedings initiated by itself and as soon as it comes to its notice that the trial for criminal charges has been concluded, provided that:-

- (i) In every case where the employee is honorably acquitted in the disciplinary proceedings initiated by the Appointing Authority, the period of suspension shall be treated as on duty for all purposes and the employee shall be entitled to full pay and allowances for the period.
- (ii) In case of dropping of charges by a State investigating agency or honorably acquitted in a court proceeding when the investigation / court proceeding arose out of a complaint by the Institution, the period of suspension shall be treated as on duty for all purpose.
- (iii) In case of dropping of charges by a State investigating agency or acquittal in a court proceedings, the period of suspension shall be converted to leave on half pay or earned leave as due as may be chosen by the employee.
- (iv) In every case where the employee has been blame-worthy and awarded any penalty by the Appointing Authority or a court of law, the Appointing Authority may issue any appropriate order regulating the period of suspension which may cover giving an

option to the employee to convert the period as half pay leave or earned leave as due or treat the period of suspension as not on duty and limit the payment to the subsistence allowance already paid.

## **9.5 DISMISSAL FROM SERVICE WHEN AN EMPLOYEE IS CONVICTED OF A CRIMINAL CHARGE INVOLVING MORAL TURPITUDE**

9.5.1 If an employee is finally convicted in a court of law on a criminal charge involving moral turpitude, the Appointing Authority may dismiss the employee from service of the Institution.

9.5.2 Dismissal from service under Section 9.5 shall entail loss of all retirement benefits except that his/her own contributions to the Contributory Provident Fund together with interest accumulated thereon shall be returned to him.

## **9.6 REMOVAL FROM SERVICE**

When an employee is removed from service under Section 9.2 he/she will be entitled benefits in vogue from the Institution.

### **NOTES**

1. An award of 'Censure' is formal and public act after following the prescribed procedure. This record is to be kept in the employee's dossier and will have its bearing on the assessment of his/her merit or suitability for promotion.
2. A 'Warning' is an informal action for admonition or reprimand which may be kept in the dossier of an employee, if circumstances justify, to point out negligence, carelessness, lack of thoroughness, delay etc. Two consecutive warnings may also affect the assessment of his/her merit and suitability for promotion.

## **CHAPTER 10**

### **APPEAL, PETITIONS & REVIEW**

#### **10.1 RIGHT TO APPEAL**

Every employee shall have a right to appeal against any order which he/she believes does injustice to him/her, to an authority next higher to the one who made the original order, except in the case of an order made by the Governing Council when the employee shall be entitled to submit a petition for review by the Governing Council itself.

#### **10.2 PERIOD OF LIMITATION FOR APPEALS & PETITIONS**

No appeal or petition shall be entertained unless it is submitted within a period of two months from the date on which the order appealed against is communicated to the person concerned; provided the appointing authority may entertain the appeal after the expiry of the said period if it is satisfied that the appellant had sufficient cause for not submitting the appeal in time.

#### **10.3 FORM, CONTENTS AND SUBMISSION OF APPEALS & PETITIONS**

10.3.1 Every person submitting an appeal shall do so separately and in his/her own name;

10.3.2 The appeal shall be addressed to the Appellate Authority, shall contain all material statements and arguments on which the appellant relies, shall not contain any disrespectful or improper language and shall be complete in itself.

10.3.3 Every appeal shall be submitted to the immediate superior of the employee, who shall transmit it to the Appellate Authority (within 15 days). All appeals and petitions to the Governing Council shall be routed through the Secretary General. An infringement with regards to submission of appeal as mentioned above to any other Authority or Person shall be construed as an act of indiscipline.

#### **10.4 CONSIDERATION OF APPEALS & PETITIONS**

10.4.1 The Appellate Authority shall consider every appeal in such a manner as it deems fit and pass such orders as it deems proper in the circumstances of the case including enhancement of a penalty, if the appeal is against such a penalty. All such cases shall be reported to the Governing Council.

10.4.2 Provided that no order imposing an enhanced penalty shall be passed unless the appellant is given an opportunity of making any representation which he/she may wish to make against such enhanced penalty.

#### **10.5 REVIEW**

The Governing Council may, on its own motion or otherwise, review (within three months), any order made by any authority and pass such orders as it deems fit in the circumstances of the case; PROVIDED that no order imposing an enhanced penalty shall be passed unless the person concerned had been given an opportunity of making any representation which he/she may wish to make against such enhanced penalty.

#### **10.6 APPELLATE AUTHORITY**

The Appellate Authority in the case of the Secretary General shall be the Governing Council, and in case of other employees, the President.

## CHAPTER 11

### PAY AND ALLOWANCES

#### 11.1 SCALES OF PAY

Scales of pay for the employees of the Institution for the posts in various groups and classes shall be as per **Appendix-‘B’** or as may be prescribed by the Governing Council from time to time.

#### 11.2 FIXATION OF PAY

##### 11.2.1 Direct Recruitment

- (a) An employee shall, on direct recruitment to a post on a time scale of pay, draw pay at the lowest stage of the time scale unless the sanctioning authority decides (on the recommendation of the recruitment committee) that he/she shall draw pay at any higher stage.
- (b) In case of an employee for fixed term contract on consolidated emoluments or as a consultant, his/her pay shall be fixed out of the consolidated emoluments offered at the time of his appointment. Emoluments in such cases **shall not count for any other allowances**. The increase in emoluments of such employees shall be at the discretion of the Governing Council.

##### 11.2.2 On Promotion

One increment equal to 3% of the sum of the pay in the pay band and the existing grade pay will be computed and rounded off to the next multiple of 10. This will be added to the existing pay in the pay band. The grade pay corresponding to the promotion post will thereafter be granted in addition to this pay in the pay band. In cases where promotion involves change in the pay band also, the same methodology will be followed. However, if the pay in the pay band after adding the increment is less than the minimum of the higher pay band to which promotion is taking place, pay in the pay band will be stepped to such minimum (next pay band).

#### 11.3 INCREMENTS

- (a) The increment in a scale of pay shall not be automatic; it shall be earned by satisfactory service by way of conduct, discipline and performance.

- (b) The Appointing Authority shall review the work, conduct and performance in advance of due date for increment and make a suitable recommendation.
- (c) The Appointing Authority for reasons to be recorded and conveyed to the employee may deny or postpone an increment.
- (d) If an employee is on leave (other than casual or medical leave), on the due date of increment in which it falls due, the increased pay will be drawn only from the date on which he/she resumes duty.
- (e) The rate of increment will be 3% of the sum of the pay in the pay band and grade pay applicable, which will be rounded off to the next multiple of 10.

#### **11.3.1 First Increment**

The first increment of an employee who has been appointed on regular basis shall be granted on 01 Jul every year provided he/she has completed six months of service in the organization.

#### **11.3.2 Subsequent Increments (Annual)**

- (a) Subsequent annual increment(s) is drawn as a matter of course from the 01 July every year, except when it is withheld.
- (b) The date of subsequent annual increment(s) of a promotee shall be granted from the first of July every year.
- (c) Additional increments may be sanctioned to an employee for outstanding performance by the Appointing Authority in consultation with the Selection Committee. (Maximum of three increments only)

#### **11.3.3 Stagnation Increment**

11.3.3.1 When an employee reaches the maximum of his/her pay band, the stagnation increment authorized once in two years shall be held in abeyance till further orders.

#### **11.4 PAY DURING LEAVE**

An employee on casual leave or compensatory leave shall draw pay as on duty. An employee on earned leave, commuted leave and maternity

sterilization leave shall draw full pay and allowances as admissible during the month prior to proceeding on leave.

## **11.5 DRAWAL OF PAY**

11.5.1 Pay in respect of any month shall become payable on the last working day of the month, **except for the month of March every years, when the pay for the said month is paid on 1<sup>st</sup> April or thereafter if 1<sup>st</sup> April happen to be Sunday or Close Holiday.**

11.5.2 An employee shall be entitled to the pay of the post to which he/she is appointed from the date on which he/she assumes charge of the post.

## **11.6 ALLOWANCES**

The permanent employees and contract employees (Regular Scale) may be paid following allowances in addition to the pay as per the Pay Band & Grade Pay, as the case may be:-

- (a) D.A.
- (b) House Rent Allowance.
- (c) Medical Allowance.
- (d) Transport Allowance.

## **11.7 DEARNESS ALLOWANCE**

11.7.1 Dearness allowance every year shall be approved by the Governing Council in the April meeting to be effective from 01 January. No further DA on Govt. scale.

## **11.8 HOUSE RENT ALLOWANCE**

11.8.1 An allowance equivalent to 30% of basic pay shall be paid to the employees in Delhi.

## **11.9 MEDICAL ALLOWANCE**

11.9.1 The medical allowance to those appointed on regular basis may be limited to 15 days basic pay in a financial year. However, this allowance shall not be applicable to those employees who are already having facilities like CGHS and other similar schemes.

## **11.10 LEAVE TRAVEL ALLOWANCE**

11.10.1 Held in abeyance till further orders.



## 11.11 CONVEYANCE (RE-IMBURSEMENT)

11.11.1 The conveyance re-imbursalment will be admissible for duties connected with the work of the Institution within the city.

11.11.2 Classes of conveyance re-imbursalment to different category of employees will be as follows:

<u>Pay</u>	<u>Entitlement</u>
Group-A	Taxi as per the prevailing rates or own car as per the rates fixed by the Governing Council from time to time.
Group-B	Mileage reimbursed as per the prevailing rates for 3 wheeler scooters.
Group-C	Mileage reimbursed as per bus rates.

The Secretary General at his discretion may deviate from the above when the situation so warrants.

## 11.12 TRAVELLING ALLOWANCE (ON TOUR)

11.12.1 An employee when detailed on official duty outside the HQ shall be eligible to reimbursement of the expenses at the following rates:-

- (a) Mode and class of travel will be as per the entitlement given at Rule 11.10.2. However, the Secretary General is entitled for air travel on official duty. Incidental expenses like porter age, ticket reservation/cancellations charges, postage, telephone charges etc. shall be paid on actuals. The Secretary General shall have the powers to allow an employee to proceed on an outstation tour on official duty by any other mode and class of travel necessitated by a contingency.

(Note: Beyond 800 kms, Secretary General may decide to send an employee by lowest air travel, if necessary).

- (b) Local conveyance shall be reimbursed at the rates specified in Rule 11.10.2.

## 11.13 TRANSPORT ALLOWANCE

11.13.1 Grant of transport allowance to employees on regular scale/**Contract Employees on Regular Scale** shall be regulated at the following rates:

	<u>Pay Scales of the employee</u>	<u>Amount per month</u>
1.	Rs 5180 and above	Rs 1600
2.	Rs 4040 and below Rs 5180	Rs 800
3.	Below Rs 4040	Rs 300

## CHAPTER 12

### LOANS AND ADVANCES

- 12.1 The Governing Council may frame separate Rules from time to time for the employees of the Institution for sanction of Temporary Advances in respect of house-building, purchase of a vehicle/natural calamity, special medical surgical treatment, festival etc.
- 12.2 However, grant of loans and advances shall be held in abeyance till further orders.

## CHAPTER 13

### RETIREMENT / TERMINAL BENEFITS

#### **13.1 CONTRIBUTORY PROVIDENT FUND**

13.1.1 The employees of the Institution shall be governed by the Contributory Provident Fund Regulations - as per **Appendix-‘C’**

13.1.2 The Fund shall be managed by a Committee of Administration for the Contributory Provident Fund established under Regulations 4 of the Contributory Provident Fund Regulations.

#### **13.2 DEATH CUM RETIREMENT GRATUITY**

Every employee shall be entitled to Death cum Retirement Gratuity as per the Regulations at **Appendix-‘E’**, subject to a maximum of Rs 10 Lakhs.

#### **13.3 ENCASHMENT OF ACCUMULATED EARNED LEAVE**

13.3.1 A permanent employee retiring on superannuation, medical incapacitation or premature retirement as per Chapter 7 shall be entitled to en-cash the accumulated earned leave, as on 31 July 2015, due to him on the date of retirement at the rate of last basic pay plus dearness allowance.

13.3.2 A permanent employee whose services are terminated by the Institution or resigns (see Rule 8.1.1 & 8.1.2) shall also be entitled to this benefit.

13.3.3 A permanent employee who is compulsorily retired or dismissed from the service of the Institution as a penalty under Rule 9.2 shall forfeit this benefit.

13.3.4 **Encashment of earned leave by contract employees (on regular basis).** Contract employees (on regular basis) shall be entitled to en-cash 50% of the earned leave accumulated till 31<sup>st</sup> July 2015, on termination of the contract, at the rate of last basic pay plus dearness allowance.