

SERVICE RULES

FORTUNE INSTITUTE OF INTERNATIONAL BUSINESS (FIIB)



REVISED AND ADOPTED ON 01 June, 2024

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CHAPTER 1: PRELIMINARY

1.1 Scope and Commencement

These Service Rules may be called “**Service Rules**” for Fortune Institute of International Business (the “**Institute**”).

These Service Rules shall be deemed to have come into effect from 01 June, 2024 duly approved by the Board of Governors of the Fortune Society for Development and Promotion of International Business (the “**Society**”). These Service Rules shall serve as a replacement for and will override any earlier Service Rules and Appointment Letters which may have been issued from time to time by the Institute. These Service Rules sets out the terms and conditions, guidelines, policies and practices which are required to be followed by the Full-time Employees (*defined hereinafter below*) and Adjunct Personnel (*defined hereinafter below*).

1.2 Applicability

- (i) These Service Rules shall apply to all existing and future Full-time Employees.
- (ii) Several matters with respect to personnel, human resources and administration shall be governed by these Service Rules. These Service Rules (may be amended, modified or supplemented from time to time) shall supplement and form a part of the terms and conditions of employment/ engagement as detailed in the Appointment Letter(s).
- (iii) These Service Rules shall also apply by default to Adjunct Personnel unless specified otherwise in these Service Rules or in their Appointment Letter. For avoidance of doubt, the following provisions are not applicable to Adjunct Personnel:
 - (a) Clause 4.2 (Retirement);
 - (b) Clause 5.3 (Promotions);
 - (c) Clause 5.4 (Other Benefits);
 - (d) Clause 5.5 (Medical Benefits);
 - (e) Clause 5.6 (Allowances);
 - (f) Clause 5.7 (Professional Development);
 - (g) Clause 6.3 (Flexi-Work); and
 - (h) Clause 7.3 to 7.5 (Leaves).

1.3 Definitions

In these Service Rules, unless the context otherwise requires, the following expressions shall have the meaning as indicated against them:

- (i) “**Adjunct Personnel**” means any of the following categories of individuals who have been engaged by the Institute:

- (a) **Retainer/Contractual:** Individual who has been engaged for a specific period for a particular job/post, which automatically ceases after the expiry of the period or completion of the job.
- (b) **Temporary:** Individual who has been engaged for a temporary post or in a temporary capacity.
- (c) **Part-time:** Individual who has been engaged on any job/post on a part-time basis.
- (ii) **“Appointment Letter”** means (i) the letter of appointment/employment contract executed by the Institute with a Full-time Employee; and/or (ii) agreement of service/consultancy agreement executed by the Institute with an Adjunct Personnel;
- (iii) **“Director”** means a person appointed as Director of the Institute or the two Deans collectively or either of the Deans or a person acting as Director in the absence of the Director on leave or otherwise (with appropriate permission from requisite authority to assume the acting Director role);
- (iv) **“Disciplinary Authority”** means body of authority at the Institute which has been delegated the power by Management to enquire into allegations of misconduct against Full-time Employees and/or Adjunct Personnel and to recommend any disciplinary action(s) against a Full-time Employee and/or Adjunct Personnel;
- (v) **“FIIB” or “Institute”** means Fortune Institute of International Business with its principal place of business located at Plot No.5, Rao Tula Ram Marg, Basant Gaon, New Delhi – 110057, India;
- (vi) **“Full-time Employee”** means an individual who has been appointed by the Institute in a substantive capacity (as distinguished from an Adjunct Personnel) on a permanent post and later formally confirmed in writing after successful completion of the probationary period or otherwise. For the purpose of these Service Rules, a “Full-time Employee” shall also include an employee (appointed in substantive capacity) under probation;
- (vii) **“Leave Sanctioning Authority” or “LSA”** means the Supervisor or the Director, or the person(s) authorized by the Director to sanction leave applied by Full-time Employees and/or Adjunct Personnel that report to such authorized person(s);
- (viii) **“Management”** means member(s) nominated by the Board of Governors of the Society for the purposes of management of the Institute. ;
- (ix) **“Registrar”** means Registrar of the Institute as appointed by Management;

Words importing the masculine gender shall include the feminine gender and vice versa.

CHAPTER 2: CREATION OF POSTS AND APPOINTMENT

2.1. Grades and Categories of Posts

- (i) The posts and designation of “**Faculty**” at the Institute will be as follows (unless amended pursuant to requirements of applicable law):
 - (a) Research Associate / Teaching Assistant
 - (b) Assistant Professor (AP1)
 - (c) Assistant Professor (AP2)
 - (d) Assistant Professor (AP3)
 - (e) Associate Professor
 - (f) Senior Associate Professor
 - (g) Professor
 - (h) Senior Professor
- (ii) The grades and designation of “**Staff**” at the Institute shall fall in the categories and grades as specified in **Annexure 1**.
- (iii) The Management may at its sole discretion direct:
 - (a) Creation of any new grade or category of posts;
 - (b) Abolition of any grade or category of posts; or
 - (c) The transfer of any category of posts from one grade to another and thereupon Annexure 1 shall stand amended in accordance with such directions.

2.2. Appointment

- (i) The Management may, at its sole discretion, appoint Faculty and Staff as Full-time Employees or Adjunct Personnel from time to time. Such appointments shall be governed by the Appointment Letter and these Service Rules.
- (ii) Appointment of all Full-time Employees and/or Adjunct Personnel will remain subject to the candidate’s antecedents and submitted credentials being found genuine and satisfactory and successful completion of background verifications/ checks (if any) conducted by the Institute on such Full-time Employees and/or Adjunct Personnel.
- (iii) In the event (a) any discrepancy is found in the submitted credentials at any time during the course of employment/engagement of the Full-time Employees and/or Adjunct Personnel, as applicable, or (b) the Institute is not satisfied with findings of the background verification/checks conducted on the concerned Full-time Employee and/or Adjunct Personnel, the Institute may at its sole discretion cancel the Appointment Letter and terminate the employment/engagement without notice and without any liability to the Institute.

CHAPTER 3: RECORDS

- 3.1. **Personal Information:** Each Full-time Employee and Adjunct Personnel understands and acknowledges that the Institute or its agent will be obtaining personal information, including sensitive personal data or information, about such Full-time Employee and Adjunct Personnel and he/she consents under applicable laws to the release, use, storage and disclosure of this personal information, including sensitive personal data or information, to the Institute and to any service providers to the Institute in order to complete any background or employment verification check.
- 3.2. **Personal Data Changes:** It is the responsibility of the Full-time Employee and Adjunct Personnel to promptly notify the Institute of any changes in personal information, including but not limited to (i) mailing address and permanent address; (ii) telephone numbers (home and mobile); (iii) bank account details; (iv) marital status; (v) names and number of dependents; (vi) citizenship and permanent residence status; (vii) ID and address proof documents; (viii) details required for income-tax purposes; (ix) educational or professional qualifications; (x) interaction with any law enforcement officials in case of violations of any law; and (xi) individuals to be contacted in the event of an emergency.
- 3.3. **Personal Property:** The Institute is not in any way responsible or liable for loss or damage to the personal property of any Full-time Employee and/or Adjunct Personnel.
- 3.4. **Service File:** Matters relating to service such as Record of Age, Curriculum Vitae, Qualifications, Performance Appraisal(s), Disciplinary Records, Lapses etc. as may be applicable (including appropriate and verifiable email communication which will qualify as valid records) shall be entered into the service file of every Full-time Employee and Adjunct Personnel. Wherever applicable, items in the service file will be signed by the Full-time Employee and Adjunct Personnel in addition to being signed by the authorized officer of the Institute.
- 3.5. **Record of Age:** Every Full-time Employee and Adjunct Personnel will indicate his Date of Birth and produce a certified copy of matriculation/school leaving certificate, or record of Municipality or valid Local Authority. If the Full-time Employee and/or Adjunct Personnel is not able to produce such certificate then he/she may produce a certificate from a Govt. Medical Officer, not below the rank of an Assistant Surgeon and an affidavit attested by 1st Class Magistrate or Oath commissioner. The age of Full-time Employee and/or Adjunct Personnel (verified as above from the Date of Birth) shall be the conclusive proof of the age for all matters concerning employment including retirement. No further change thereafter shall be accepted for the record of age.
- 3.6. **Record of Work Plan:** Every Full-time Employee and Adjunct Personnel will prepare his/her annual work plan and shall get it formally approved by his/her supervisor. The Full-time Employee and Adjunct Personnel will use this work plan to fulfil his/her work obligations and will have periodic conversation with his/her supervisor on the progress made on the work plan.

CHAPTER 4: TENURE OF APPOINTMENT

4.1 Probation

Every new Full-time Employee (or an existing Full-time Employee appointed to a new post with a fresh probation period) shall be on probation for an initial period (usually three months from the joining date unless a different period is specified by the Management or specified in the Appointment Letter). The Management shall have the power to extend the period of probation on a case to case basis.

4.2 Retirement

A Full-time Employee shall automatically retire from the service of the Institute on his/her attaining the age of 65 years if he/she is Faculty, 62 years if he/she is a librarian and 60 years if he/she is other Staff (other than a librarian) or any other age as may be prescribed under applicable laws.

Provided that the Institute shall have the right to re-employ Full-time Employees for a duration as may be permitted and in accordance with applicable laws. In the case of a person re-employed after retirement, the provisions of these Service Rules (including any employment benefits) shall apply as if he/she had entered service for the first time on the date of his re-employment.

The retirement shall take effect from the afternoon of the actual date of achieving retirement age. For example, if the date of birth of Full-time Employee falls on the 15th of a month, he will be deemed to have retired with effect from afternoon of the 15th of that particular month.

4.3 Resignation or Termination

- (i) Unless otherwise provided in the Appointment Letter, a Full-time Employee and/or Adjunct Personnel may resign from the Institute's services or the Institute may terminate a Full-time Employee and/or Adjunct Personnel's employment with following notice period ("**Notice Period**"):

For Full-time Employee in the Faculty cadre:

- (a) **During the Academic Session** (i.e., 1st June (year x) through 1st April (year x+1)): Two months' Notice Period or till the completion of the current academic term, whichever is later.
- (b) **If not in academic session:** Two months' Notice Period

For Full-time Employee in the Staff cadre:

- (a) **During probation:** One month Notice Period
- (b) **After confirmation of employment:** Two months' Notice Period or any other reasonable time period required to complete the tasks assigned to him/her by the supervisor to ensure there is no disruption in service, whichever is later.

For Adjunct Personnel: as per their Appointment Letter

- (ii) Any accumulated Earned Leave cannot be adjusted against the requirement of the Notice Period unless the Notice Period or part thereof has been waived as per the following Clause 4.3(iv).

- (iii) Notwithstanding the above Notice Period, the Management may also terminate the services of a Full-time Employee or an Adjunct Personnel with immediate effect without the requirement of a Notice Period or salary in lieu of the Notice Period in case he/she is found guilty of misconduct (as defined in Chapter 8 of these Service Rules).
- (iv) Subject to applicable law, where a Full-time Employee or Adjunct Personnel resigns from his service, the Management may, if so, requested by the Full-time Employee or Adjunct Personnel, in its sole discretion, deems proper and in special circumstances, waive the whole or part of the Notice Period or allow him or her to adjust accumulated Earned Leave (if applicable) in lieu of the Notice Period.
- (v) Notwithstanding anything contained above, after notice of termination or resignation has been given by either Party (as applicable), the Institute may, at its sole discretion:
 - (a) terminate a Full-time Employee or Adjunct Personnel's service with immediate effect by paying salary in lieu of the Notice Period, or
 - (b) withdraw access of the Full-time Employee/ Adjunct Personnel to the Institute during the Notice Period; and/ or require that the Full-time Employee/ Adjunct Personnel work from home during the Notice Period; or
 - (c) assign a different role to a Full-time Employee or Adjunct Personnel.

4.4 Release Obligation and Final Settlement of Accounts

- (i) In the event of resignation/termination, payment dues (if any) shall be released by the Institute once the following requirements have been fulfilled by the Full-time Employee or Adjunct Personnel, as applicable, to the satisfaction of the Director (unless waived in writing by the Director):
 - (a) he/she has handed over charge from him/her including Institute's resources like email accounts(s), databases, documents, research materials, course materials etc., and any other documents as may be requested by the immediate supervisor or the Director;
 - (b) he/she has made formal introductions (for a replacement or a person designated by the immediate supervisor / Director during transition and before release) to any external person/entities (including corporates, media, research partners, external institutions, other service providers as applicable) that the Full-time Employee or Adjunct Personnel was dealing with in relation to his job;
 - (c) he/she has returned the Institute's assets in his possession in an acceptable condition;
 - (d) he/she has satisfactorily completed the deliverables as agreed upon with the supervisor during the Notice Period;
 - (e) he/she has obtained a no dues letter/clearance from all concerned departments like Accounts, IT, Library, Administration, and additionally - Director & Area Coordinator (for Faculty), Assistant Registrar or Registrar (for Staff);
 - (f) he/she has signed a release letter in a prescribed format releasing the Institute from all present and future claims relating to his/her job;

- (g) For Faculty and persons engaged in any other teaching position, he/she has completed all grading, examination and assessment obligations (including submitting all the evaluated answer sheets, assessments to the Programme Office) relating to teaching he/she may be involved with; and
- (h) For Faculty and persons engaged in any teaching, he/she has completed all the current work plan obligations agreed between him/her and the Director.
- (ii) If the Full-time Employee or Adjunct Personnel is found to owe any dues to the Institute, or has not fulfilled any of the above obligations, or has directly or indirectly through their actions potentially caused damage, whether financial or otherwise, to the Institute during or after their employment/engagement, then the Institute has the right to inter alia:
 - (a) Demand such dues from the leaving Full-time Employee and/or Adjunct Personnel before settlement of any dues to the Full-time Employee and/or Adjunct Personnel is effected;
 - (b) Withhold Full-time Employee and/or Adjunct Personnel dues to make appropriate deductions for such damages to the Institute; or
 - (c) Initiate legal proceedings against the Full-time Employee and/or Adjunct Personnel in the event of non-payment of Institute's dues or non-compliance of the above.

4.5 Service of Notice

Any written notice or letter of communication issued by the Institute shall be served on the Full-time Employee and/or Adjunct Personnel in the following manner:

- (a) Delivering to the Full-time Employee and/or Adjunct Personnel by hand personally or through official/personal e-mail ID of the Full-time Employee/Adjunct Personnel. Refusal on part of the Full-time Employee and/or Adjunct Personnel to receive such communication will render the Full-time Employee and/or Adjunct Personnel liable for misconduct;
- (b) In case such communication is not successfully delivered by hand or by e-mail, or for a Full-time Employee and/or Adjunct Personnel who is absent from duty, on leave, suspension or not at the Institute post resignation/termination, any such communication shall be sent to him by registered post (at the address in the Institute's record for such Full-time Employee and/or Adjunct Personnel). When such a communication is returned undelivered for any reason (including refusal to accept), such communication shall be deemed to have been served.

CHAPTER 5: PERFORMANCE APPRAISAL, PROMOTIONS AND BENEFITS

5.1 Grades and Categories (General Conditions)

The present grades and categories of Full-time Employees (other than Faculty) and Adjunct Personnel are as specified in **Annexure 1**.

5.2 Performance Appraisal

FIIB has a well-structured continuous performance appraisal system. The employees are evaluated by a committee in terms of alignment with FIIB's People Principles and contributions made to the institute based on 360 degree feedback mechanism which includes self-review, upward, and downward review.

5.3 Promotions

Promotion of Faculty to a higher position may be considered subject to the eligibility criteria as set forth in **Annexure 2 (A)**, the approval of the Board of Governors of the Institute and on the basis of the recommendations made by the Director.

Promotion of Staff to a higher position may be considered subject to the eligibility criteria set forth in **Annexure 2 (B)**, the approval of the Board of Governors of the Institute and on the basis of the recommendations made by the Supervisor.

5.4 Other Benefits

- (i) **Provident Fund ("PF"):** The benefit of contributory PF will be extended to eligible Full-time Employees in accordance with the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and any other applicable laws. For any change in PF deductions (due to change in the government policy or otherwise), Institute shall announce any modifications, until which time existing structure shall prevail.
- (ii) **Gratuity:** Gratuity shall be payable to eligible Full-time Employees in accordance with the Payment of Gratuity Act, 1972. The amount of Gratuity (if applicable as per above conditions) will be calculated using the prevailing formula prescribed in the Payment of Gratuity Act, 1972 and will be subject to other conditions prescribed therein.

5.5 Medical Benefits

- (i) Eligible Full-time Employees falling under ceiling laid down by the Government will be covered under the Employees State Insurance Act, 1948 ("**ESI Act**") as applicable.
- (ii) As per current provisions, those Full-time Employees who are not covered under the ESI Act, including their immediate family members (defined to include spouse and up to three dependent children) shall be covered under a Group Medical Insurance Policy ("**Group Policy**") and shall be entitled for reimbursement of medical expenses from the insurance agency (that has issued the Group Policy) as per the terms and conditions of the Group Policy. Un-married/Single individuals will be insured for self only. The insurance agency and amount of insurance cover per Full-time Employees/family shall be decided by the Institute and this benefit can be withdrawn / modified at the Institute's sole discretion.

- (iii) All eligible Full-time Employees are expected to be fully aware of the procedure, terms and conditions of the ESI cover / Group Policy (as applicable) and comply with them, failing which the Institute shall not be liable for any claims whatsoever.

5.6 Allowances

Rules regarding any allowances, travel entitlements, road mileage allowance and daily allowance on tours/outstation duty may be notified by the Institute from time to time.

For the avoidance of doubt, the provisions of this chapter (including in respect of allowances, Increments, PF, Gratuity, Medical and other benefits mentioned above **do not apply** to Adjunct Personnel (unless any such benefit has been specifically provided as per their Appointment Letter) or required under applicable law.

5.7 Professional Development

(a) For Faculty

FIIB extends support to Faculty for their professional development including *inter alia*, funding, conference / seminar / workshop attendance, work from home, study support, incentive support, sponsorship for courses and training, OD leaves, exchange programs etc. In certain cases where the support is provided above and beyond the usual support, it shall be treated as an interest free loan which will be written off at a pre-decided time. In case the Faculty member decides to resign before the expiry of such pre-decided timeline, he/she will be liable to compensate the Institute by paying an amount equivalent to the support provided by the Institute.

(b) For Staff

The non-teaching Staff also have multitude of professional development opportunities including, but not limited to, internal and external trainings, sponsorship for courses, seminar/workshop attendance support, etc.

Details of such FIIB initiatives are shared with the relevant Faculty and Staff members from time to time.

CHAPTER 6: HOLIDAYS AND ATTENDANCE

6.1 Work Day

- (i) FIIB has broken down the traditional structure of the job role having rigid working hours per day and does not clock time. FIIB promotes a results-driven work environment where employees can work flexibly as long as they produce the desired results consistent with their work plan. FIIB relies heavily on trust as each employee is completely accountable and autonomous.
- (ii) Two Saturdays in a month will be observed as holidays for all Full-time Employees. The Saturdays to be observed as holidays shall be determined by the Director. Although in the event of classes scheduled on Saturday as per teaching requirements, Faculty and concerned staff is required to follow the schedule prescribed by the Director's Office / Programme Office, including possible teaching work on all Saturdays.

6.2 Holidays

Every calendar year, the Institute will observe three national holidays viz. 26th January (Republic Day), 15th August (Independence Day), and 2nd October (Gandhi Jayanti) besides other festival holidays as may be determined by the Director. List of holidays to be observed by the Institute will be notified at the beginning of the calendar year. These holidays will also be available to Adjunct Personnel.

6.3 Flexi-Work Policy

FIIB supports flexible work arrangements that meet the needs of both the employees and the Institute. Flexi-work is a privilege and is based on the ability of the individual employee to work in a flexible work arrangement. Flexible work arrangements are not appropriate for all roles, times of the year, or campus settings. The idea of flexible working is to enhance employee satisfaction, while ensuring that the Institute functions effectively and there is a net-positive effect on the business results. Therefore, it is essential for Full-time Employees availing benefit of the Institute's Flexi-Work Policy to maintain a high level of accountability. A Full-time Employee may be entitled to avail the benefit of the Flexi-Work Policy in the manner prescribed in **Annexure 3**.

CHAPTER 7: LEAVE

7.1 General Conditions

- (i) Leave is earned by duty or services and cannot be claimed as a matter of right. When the exigencies of service so require, leave of any kind may be refused or revoked by the LSA (defined below).
- (ii) Leave is regulated by the rules in force at the time the leave is applied for and granted.
- (iii) Full-time Employee on leave shall not take up any other service or accept any other part-time or full-time employment.
- (iv) Full-time Employee who was dismissed or removed from service and is reinstated on appeal or reversion shall be entitled to leave during his service prior to dismissal or removal, as the case may be.
- (v) Except as otherwise specified in the Service Rules, any kind of leave may not be granted in combination with or in continuation of any other kind of leave.
- (vi) Habitual flouting of leave rules by Full-time Employee shall qualify as an act of misconduct as defined in these Service Rules and shall have the applicable consequences. For the purpose of clarity, indulging in acts of taking un-approved leave, or unauthorized leave, or availing of leave beyond available leave balance (irrespective of Leave without Pay applicability), or not following the leave approval process, qualifies as flouting of leave rules.
- (vii) Full-time Employees should avoid bunching of leaves towards the end of the calendar year.

7.2 Leave Sanctioning Authority (LSA) and Leave Approval Process

- (i) Unless specified otherwise, the LSA shall be as follows:
 - (a) For Staff, LSA shall be the supervisor, and if needed, supervisor may consult the Director.
 - (b) For Faculty, LSA shall be the Director.
- (ii) Application for leave in the prescribed form shall be submitted to the LSA (in the hierarchy as applicable) well in advance. It is expected that other than the occasion of an emergency Casual Leave, all other forms of leave requests shall be submitted in writing and through the appropriate application form at-least 15 days prior to the leave incidence. Only in the case of an emergency Casual Leave, following qualifies as a valid intimation and application process for leave:
 - (a) A written message (email permissible) specifying reason(s) for such leave shall be sent to the LSA before 9 am of the day on which Casual Leave is being availed; and
 - (b) The above is to be followed by a leave application form on the day of joining back of duty.

- (iii) The onus of intimation and leave application lies entirely on the Full-time Employee and any form of leave shall be counted as valid (and treated as such in the system) only when the above process is followed by the Full-time Employee, and when the leave request has been duly approved in writing by the LSA as per applicable timelines mentioned above. LSA reserves the right to reject any leave request where the intimation and application process (as applicable) has not been followed.
- (iv) Leave may not be granted to a Full-time Employee until a report regarding its admissibility has been obtained from the authority maintaining the leave account.
- (v) A Full-time Employee is obligated to confirm the action taken upon his/her leave application before proceeding on any kind of leave.
- (vi) LSA can recall a Full-time Employee who is already on leave when the same is considered necessary in the interests of the Institute. A Full-time Employee shall be treated as on duty from the date on which he/she reports back to the Institute.
- (vii) A Full-time Employee who absents himself from duty without proper leave or does not resume duty immediately after the expiry of leave sanctioned to him/her, will be viewed as absent without leave and hence not entitled to any pay or leave salary, besides rendering himself liable to disciplinary action.

7.3 Leave Applicable to Full-time Employees

(i) Casual Leave (“CL”)

- (a) CL is intended to cover casual absence of the Full-time Employee from work, generally for personal, unplanned, unforeseen or short-term (including sickness, medical) exigencies.
- (b) CL will be allowed for a maximum of 12 days in a calendar year (irrespective of years of service at the Institute).
- (c) Full-time Employee’s CL leave balance will be credited (in advance) at the beginning of each month with the monthly CL rate (1 day per month). If the employee joins before 15th of a calendar month, he/she will be entitled to 1 CL for that month, and if he/she joins after 15th of a calendar month, he/she will be entitled to half day CL for that month.
- (d) No more than 2 days of CL shall be allowed in any one calendar month. In the event 2 days of CL have been availed in a calendar month, further leave in that month cannot be counted under CL despite any available balance in the CL account. CL shall not be permitted to be combined with any other kind of leave and at any one instance cannot be for more than 2 days consecutively. If any instance of CL extends beyond 2 days, then the whole absence would be deemed as part of other leave (Earned Leave or Leave without Pay as per the decision of LSA).
- (e) CL will be non-cumulative in nature and any unutilized CL balance shall lapse on the last day of the calendar year (31st December). On 1st January of every year, a fresh CL balance will be created for the Full-time Employee with credit for the month of January at the monthly CL rate (1 day per month).
- (f) CL shall be granted in units of half day or full day as applied for. For the purposes of half day, 1 pm is considered as the cut-off/dividing time.

- (g) Intervening Saturdays (relevant off Saturdays for Full-time Employees), Sundays and Holidays falling within the spell of CL shall not be deducted from the CL account.
- (h) CLs beyond the running CL balance of Full-time Employee shall not be permitted. Any leave beyond the running CL balance shall be treated as Leave without Pay.

(ii) **Earned Leave (“EL”)**

- (a) EL means leave earned in respect of service. Every Full-time Employee's EL account shall be credited with EL at the end of each month in lieu of the current month's service. Full-time Employee joining in the middle of a month will accrue EL on the first of the subsequent month on a pro-rata basis for their joining month (for example Full-time Employee joining on 11th June will accrue $(11/30) \times (x/12)$ days EL on 30th June, where x is the relevant yearly maximum set at twelve (12) days per year).
- (b) EL can only be availed in multiple of whole days. Full-time Employee should plan his/her EL well in advance (as per Leave Approval Process guidelines). For availing EL, if any rounding off is required in the leave balance, then the default interpretation shall be to the lower whole number (for example a leave balance of 0.9 shall not qualify for one day's EL). Nevertheless, for encashment of EL (if applicable), actual numerical value shall be considered.
- (c) Intervening Saturdays (relevant off Saturdays for Full-time Employee), Sundays and Holidays falling within the spell of EL shall be treated as EL and deducted from the EL account.
- (d) Full-time Employee cannot carry over more than 10 days EL to the next calendar year. Any unavailed EL balance which is more than 10 days will automatically lapse on 31st December.
- (e) EL's beyond the running EL balance of Full-time Employee shall not be permitted. Any leave beyond the running EL balance shall be treated as LWOP.
- (f) Encashment of EL (unless adjusted against the Notice Period and as permitted) shall be carried out at the time of retirement, resignation or termination of services. The following elements of salary are considered for encashment against EL: (a) Basic Pay; and (b) DA.

(iii) **Annual Leave**

Full-time Employees will be entitled to the following annual leave with pay:

1. Winter Break Leave
2. Summer Break Leave

1. Winter Break Leave (“WBL”)

Full-time Employee, irrespective of their joining date, will be given an annual winter break leave from 26th December to 31st December every year.

2. Summer Break Leave (“SBL”)

- (a) All Full-time Employees that have completed at least 9 months of service as of

1st May, may be allowed to take 1 week of summer break leave during the month of May aligned with the non-academic terms.

- (b) In order to have responsible Full-time Employees present on campus, more than 1 option will be announced and Full-time Employees will be expected to choose from one of those options. However, the final decision on which option and timing of such Summer Break Leave to be allowed would be made by the Director at his/her sole discretion, considering individual workload as well as institutional requirements.
- (c) Notwithstanding the above, depending on exigencies and individual responsibilities, some/all Full-time Employees may not be extended the Summer Break Leave. Such Full-time Employee(s) will be required to make themselves completely available for official duties/tasks during the summer break period.
- (d) Summer Break Leave is a privilege extended by the Institute for Full-time Employees and under no circumstances is adjustable against any other leave or for any other future period.

(iv) **Maternity Leave (“ML”)**

ML with full wages shall be granted to eligible female Full-time Employees in accordance with applicable law. The following conditions shall be applicable for grant of ML:

- (a) The ML granted to eligible female Full-time Employees shall be in accordance with provisions of the Maternity Benefit Act, 1961;
- (b) ML with full wages shall be granted for a period not exceeding 26 weeks of which period extending up to a maximum of 8 weeks can be availed before the expected delivery date and the remaining time can be availed post childbirth. However, the maximum entitlement as ML with full wages to a female Full-time Employee having two or more than two surviving children shall be 12 weeks of which not more than 6 weeks shall precede the date of her expected delivery;
- (c) a written application to this account is required to be filed with the immediate supervisor and the Director not more than 6 weeks prior to the date of her expected delivery; and
- (d) ML application should be accompanied with medical advice letter from a qualified doctor.
- (e) During the period of ML, other leaves such as EL/CL will not accrue.

(v) **Paternity Leave (“PL”)**

- (a) Male Full-time Employees can avail PL with full wages for up to two weeks.
- (b) PL can be availed only for a maximum of two occasions during the entire service period and shall be subject to the applicant Full-time Employee producing medical advice letter/medical certificate obtained from the doctor of their spouse.

(vi) **Bereavement Leave (“BL”)**

Full-time Employees can avail up-to 5 days of BL in any calendar year in the event of death of an immediate family member. The following conditions shall be applicable for grant of BL:

- (a) Written application to this account is required to be filed with the immediate supervisor and the Director within a day of such event, and Director may approve such request in its sole discretion;
- (b) Immediate family member for this purpose is defined as the Full-time Employee’s spouse, child, parent or real/blood sibling (i.e., another child of the Full-time Employee’s parents);
- (c) BL can be availed once in a calendar year and in one continuous block only; and
- (d) Intervening Saturdays (relevant off Saturdays for Full-time Employees), Sundays and Holidays falling within the spell of BL shall be over and above such leave grant.

(vii) **Leave Without Pay (“LWOP”)**

- (a) LWOP may be granted to Full-time Employee in exceptional circumstances when there is no other leave available to the credit of the Full-time Employee.
- (b) LWOP cannot be claimed as matter of right. The Full-time Employee must get approval for this before proceeding on leave.
- (c) For LWOP up to 7 days, the leave request slip accompanied by a formal letter stating the exigency for which LWOP is required must be submitted at least 10 days in advance of the proposed date of commencement of leave. In case of LWOP exceeding 7 days, such request must be made at least 1 month in advance.
- (d) In making the decision to approve or deny an LWOP request, consideration will be given to the Full-time Employee’s work responsibilities, previous record of LWOP and any other relevant circumstances.
- (e) LWOP for more than seven days in the first year of employment and more than 15 days in any of the subsequent years may be a cause for terminating the service of the Full-time Employee.
- (f) If Full-time Employee under probation avails LWOP, his/her probation period will be extended for such days of absence.
- (g) If a Faculty has availed LWOP in the past year, his/her summer break leave may be cancelled partially or fully at the discretion of the Director.

(viii) **Study Leave**

Institute promotes the development of its Full-time Employees including support and encouragement for pursuing a PhD degree or research in the discipline directly related

to his/her work. Study leave may be granted to eligible Full-time Employee(s) at the discretion of the Director.

7.4 Re-joining post leaves

The Faculty and/or the Staff who has availed the ML, LWOP and/or study leave will have to re-join the Institute on the expiry of such leave. In case such Faculty and/or the Staff decides to discontinue their services at FIIB after expiry of the leaves, they will be required to serve the required Notice Period or compensate the Institute by paying the required notice pay.

7.5 Recall to duty before expiry of leave

In case Full-time Employee is recalled to duty while on leave, such recall to duty shall be treated as compulsory in all cases.

7.6 Leave Applicable to Adjunct Personnel

- (a) Adjunct Personnel may be granted leave depending on their engagement level (no. of days/ per week and time spent during their engagement at the Institute), and such leave shall be defined in their Appointment Letter. Such leave shall accrue on a pro-rata basis (credited at the beginning of each month at the applicable monthly rate).
- (b) It is expected that if such Leave is pre-planned, then provisions (Leave Approval Process, LSA etc.) of EL (as applicable to Full-time Employees) shall apply, as defined in Clause 7.3 (ii).
- (c) For emergency/casual purpose Leave, provisions of CL (as applicable to Full-time Employees) shall apply, as defined in Clause 7.3(1).
- (d) Additionally, General Conditions (Clause 7.1) and Leave Sanctioning Authority, Leave Application Process (Clause 7.2) conditions are also applicable to such leave.
- (e) Adjunct Personnel shall not be entitled to any other leave like EL, CL, Annual Leave, ML, PL etc. which are available to Full-time Employees.

CHAPTER 8: CODE OF CONDUCT

8.1 Code of Conduct

The purpose of this code of conduct is to encourage Full-time Employees and Adjunct Personnel to acknowledge their association with FIIB as an honor and treat the Institute with the same high regard as FIIB treats its Full-time Employees and Adjunct Personnel. This code of conduct applies to all Full time Employees and Adjunct Personnel, their respective guests and visitors. It is the responsibility of every member of the Institute to act in accordance with this code of conduct.

Note that this code of conduct cannot possibly address every situation faced at work. Therefore, this code of conduct is by no means a substitute for our good and unbiased judgment. We urge each employee to remember that he/she is responsible for his/her own actions.

FIIB's '**RACER**' principles as set out below mirror the Institute's beliefs and culture and govern the code of conduct. Full-time Employees and Adjunct Personnel should follow these 6 principles. Additionally, all Full time Employees and Adjunct Personnel are expected to read and follow the Institute's policies and seek clarification from the supervisor when in doubt.

(i) **Respect**

- (a) Build an environment of trust and mutual respect through their communication, manners and behavior whether engaging in person, virtually, or over email.
- (b) Value diversity as an integral part of FIIB culture and ensure a welcoming inclusive environment for people from different backgrounds , cultures, opinions etc.
- (c) Refrain from engaging in discriminatory, or harassing behavior.
- (d) Be mindful of the time of self and others and use it in the most productive manner to achieve superior outcomes for FIIB.

(ii) **Accountability**

- (a) Take responsibility for their actions and their impact on the Institution
- (b) Create and follow a work plan aligned with FIIB's mission, seeking supervisor approval.
- (c) Maintain honesty and sincerity in work, regularly discussing expectations and progress with their supervisor to meet their commitments
- (d) Seek opportunities for personal and professional growth to enhance their ability to contribute effectively.
- (e) Promptly report any errors or mistakes and work towards finding solutions.
- (f) Responsibly manage Institute funds and property, ensuring their prudent use and promptly addressing any loss or damage.
- (g) Acquaint themselves with Annexure 3 setting out details of the Flexi -Work Policy and follow the reporting procedures when availing its benefits.

- (h) Prioritize the safety and security of all individuals within the campus premises at all times.
 - (i) Maintain absolute integrity, high sense of devotion to duty, discipline, loyalty and code of conduct and follow the Institute's instructions, policies circulars, and office orders, diligently and sincerely.
- (iii) **Collaboration**
- (a) Foster a supportive, discreet, and professional rapport with all at FIIB, collaborating closely and harmoniously to continuously enhance outcomes for the collective institution
 - (b) Promote understanding about the dependencies in their responsibilities and of others, and align deadlines and priorities accordingly.
 - (c) Actively share information, advice, and suggestions to support others, team and institutional success.
 - (d) Actively seek opportunities to learn from others and contribute to the collective success of the Institute.
 - (e) Refrain from any actions that could pose a threat, or be perceived as such, to the Institute, including its employees, students, parents, and external partners.
- (iv) **Excellence**
- (a) Prioritize the delivery of high-quality work, setting and upholding stringent standards.
 - (b) Enthusiastically champion new ideas and initiatives for the growth of FIIB.
 - (c) Promote the Institute's interests with the utmost commitment, refraining from activities that could harm its reputation.
 - (d) Willingly accept additional responsibilities that contribute value to themselves and the organization.
 - (e) Meticulously plan and execute projects, ensuring well-defined goals, tasks, milestones, and outcomes. Take personal responsibility for completing FIIB assignments within agreed deadlines.
- (v) **Right**
- (a) Be self-aware of their reflection of our Institute and maintain high standards of performance, conduct and cooperation with FIIB community.
 - (b) Behave in an ethically, morally, socially, and legally responsible manner in the best interest of the Institution.
 - (c) Refrain from making or attempting to make any unauthorized commitments on the Institute's behalf and refrain from any action that could result in conveying false or inaccurate information about FIIB or inappropriately implicate or involve FIIB in any disputes.

- (d) Do not post, discuss or disseminate any discriminatory, offensive or libelous content on any social media platform (which includes but is not limited to Twitter (X), Facebook, LinkedIn, YouTube, Instagram, Podcasts, online forums, personal blogs or any other online facility or communication portal that currently exists or may be introduced in the future which is used to communicate, share ideas and/or disseminate information) that affects FIIB's reputation or is detrimental to the interests of FIIB in any manner.
- (e) Refrain from disclosing or sharing any non-public, sensitive or confidential information involving FIIB.
- (f) Compete fairly for all opportunities at FIIB.
- (g) Refrain from all forms of substance abuse and not bring alcohol or any intoxicant drugs to the Institute's premises or report to work in an unfit condition because of previous indulgence in or under the influence of alcohol or intoxicant drugs.
- (h) Make best efforts to handle sensitive information with care and keep it confidential.
- (i) Show professionalism in all aspects of work at FIIB and shall not solicit or induce any other personnel of the Institute to leave their employment/engagement.
- (j) Avoid situations involving an actual or potential conflict of interest at FIIB.

8.2 Grounds of Misconduct

The Institute is committed to treating Full-time Employees and Adjunct Personnel fairly and the Full-time Employees and Adjunct Personnel are expected to conduct themselves accordingly and maintain a high standard of discipline, good conduct and behavior. Employees are expected to follow the Service Rules and any other procedures issued by the Management and the Institute's authorized representatives (like the Director, Registrar) from time to time. Violation of the above will tantamount to "misconduct" and the concerned Full-time Employee and/or Adjunct Personnel will be liable for disciplinary action. Without prejudice to the general meaning of the term "misconduct", an indicative list of acts constituting misconduct on the part of Full-time Employee and/or Adjunct Personnel is set forth below. The list included is, however, not exhaustive.

- (i) Any act that directly or indirectly destroys the relationship of trust and confidence between the Full-time Employee/Adjunct Personnel and FIIB, making the working relationship difficult.
- (ii) Any act that causes serious and imminent risk to the reputation, viability, or collegiality of the Institute.
- (iii) Any act involving moral turpitude, willful insubordination, disobedience, non-cooperation in investigations, breach of confidentiality, theft, fraud, dishonesty, possession or use of alcohol & drugs whilst on duty, malicious acts or complaints, and habitual negligence.

- (iv) Failure to follow safety protocols or doing anything that puts health, safety, and security of people at risk at FIIB.
- (v) Offensive behaviors, like making verbal and physical threats of violence, bullying, intimidating, fighting, harassment, stalking, and influencing co-workers to act against FIIB.
- (vi) Deliberate or willful damage to property or gross negligence, unauthorized access to data & resources, that can result in substantial loss or damage to FIIB.
- (vii) Giving false information/certificate(s)/documents of any kind at the time of seeking employment/ engagement or for securing any facility given by the Institute or during any disciplinary proceeding or furnishing any false information during the course of employment.
- (viii) Failure or refusing to appear upon request or to cooperate in the investigation, hearing, or administration of cases of alleged misconduct against himself/herself or against any other Full-time Employee and/or Adjunct Personnel.
- (ix) Taking directly or indirectly any part-time/full-time assignment/work-contract/employment/ honorary position / role in any capacity in any other organization/institution during employment with FIIB without the written permission of the Director.
- (x) Violation or falsely reporting any violation of the Institute's Code of Conduct, the Appointment Letter, Lapses Policy, FIIB Ethics Policy, Flexi-Work Policy or the Sexual Harassment of Women at Workplace (Prevention, Prohibition, and Redressal) Policy and taking or giving bribes or any illegal gratification whatsoever.
- (xi) Violating the intellectual contribution guidelines for all contributions that are reasonably viewed as related to FIIB's employment/engagement tenure.
- (xii) Failing to comply with the (i) sanction or outcomes imposed for violation of the Service Rules or any other Institute policy; and (ii) laws, rules and regulations and other statutory enactments as applicable to Full-time Employee and/or Adjunct Personnel or the Institute.
- (xiii) Any other misconduct as promulgated by the President-FIIB (or any authorized representative of the Management).

8.3 Disciplinary Action in Case of Misconduct

- (i) If an allegation of misconduct is made against a Full-time Employee or Adjunct Personnel, the Disciplinary Authority will issue a charge-sheet, requiring a written explanation from the Full-time Employee or Adjunct Personnel (as applicable).
- (ii) The Disciplinary Authority may appoint a committee to assist in framing the charge-sheet and conducting the inquiry. If the response to the charge sheet is unsatisfactory or where no response has been received within the specified time limit (as maybe notified by the Disciplinary Authority), the Disciplinary Authority shall conduct an inquiry based on the principles of natural justice.
- (iii) If, on the conclusion of the inquiry, the Full-time Employee or Adjunct Personnel is found guilty, appropriate action shall be taken against the relevant Full-time Employee

or Adjunct Personnel. In cases of serious misconduct by a Full-time Employee or Adjunct Personnel, immediate suspension may occur pending the inquiry.

8.4 Sanctions

Full-time Employees and Adjunct Personnel who fail to fulfill the responsibilities that flow from the above code of conduct may be subject to disciplinary actions. The Disciplinary Committee of the Institute shall have jurisdiction in all cases forwarded to it by the Deans or the Director, and the Director will take appropriate action on the recommendation of the Disciplinary Committee. Actions listed below shall be applied to commensurate with the severity of the offense. These actions, listed below in order of severity, need not be applied serially; and a more serious action may be applied without a less serious one having been previously applied.

- (i) **Warning.** Notice in writing that continuation or repetition of conduct found wrongful, within a period of time stated in the warning, may be cause for more severe disciplinary action.
- (ii) **Restitution.** Reimbursement for damage to or misappropriation of property. This may take the form of appropriate service or other compensation.
- (iii) **Recommendation of Suspension.** Full-time Employee and Adjunct Personnel (as applicable) to be excluded from specified privileges for a definite period and will be without pay for a period not exceeding one month.
- (iv) **Recommendation of Dismissal.** Full-time Employee and Adjunct Personnel (as applicable) to be dismissed from FIIB.

CHAPTER 9: ADMINISTRATION, AMENDMENTS AND DISPUTES

9.1. Administration and Interpretation

The Director or Registrar will be the executive authority for proper administration of these Service Rules. In regard to doubts, if any, in the interpretation or application of these Service Rules, the decision of the Management in the matter shall be final.

9.2. Power to Relax

Notwithstanding anything contained in these Service Rules, Management has the power to relax these Service Rules in the interests of the Institute or to relieve Full-time Employee and/or Adjunct Personnel from undue hardship.

9.3. Amendments

These Service Rules or any part thereof may be deleted, changed or amended from time to time by the Management at its sole discretion.

9.4. Grievance Redressal

- (i) The Institute has established a Grievance Redressal Committee for redressal of Full-time Employee's/ Adjunct Personnel's grievances (matters relating to working conditions, disputes with other Full-time Employee and/or Adjunct Personnel etc.).
- (ii) The Grievance Redressal Committee will make best attempts to respond to/settle such complaints/grievances in a timely manner. The appeal may be preferred to the Ombudsman, if required.
- (iii) Details in relation to the Grievance Redressal are available at <https://fiib.edugrievance.com>

ANNEXURE 1
GRADES & CATEGORIES OF STAFF (OTHER THAN FACULTY)

Grade	Designation	Categories	Minimum experience in current position for promotion
I	Support Executive	House Keeping Assistant, Security Guard, Gardener, Office Attendant, etc.	2 Years
II	Senior Support Executive	Technical Person, Electrician, Driver, classroom attendants, etc	2 Years
III	Officer	Library Assistant, Admin Assistant, Receptionist, etc.	2 Years
IV	Senior Officer	Sr Officer -Data Mining, Sr Officer - Technology support, Sr Officer- Designer, Sr Officer - Finacial Planning & Operations, Sr Officer- Student Outreach, Assistant System Administrator, , etc.	2 Years
V	Assistant Manager	Assistant Manager - HR, Assistant Manager - Student Outreach, Assistant Manager - Data Mining, etc	2 Years
VI	Manager	Manager - Data Mining. Manager- Student Outreach, Manager - Admin, etc.	2 Years
VII	Senior Manager	Assistant Registrar, Sr Manager - Data Mining, Sr Manager - HR, Sr Manager - Employer Relations (Placement), etc.	2 Years
VIII	Deputy Registrar	Deputy Registrar, Deputy Registrar - Accreditation and Program, Deputy Head- Data Mining, Deputy Head - HR, Deputy Head- Student Outreach, Deputy Head - Admin, Deputy Head - Admission, etc.	3 Years
IX	Associate Registrar	Head- Accreditation, Head- Academics, Head -Employer Relations (Placement), etc.	3 Years
X	Registrar	Registrar	3 Years

ANNEXURE 2
ELIGIBILITY CRITERIA FOR PROMOTIONS

A. Faculty Promotions:

- (a) To be considered for a promotion, the faculty should have been in service at FIIB for a minimum period of 2 years (unless relaxed by the management).
- (b) The following are guidelines for what is the expectation for moving from one grade to the next based on the FIIB FSQ document and Handbook.

From Assistant Professor to Associate Professor

PRJ - (2 ABDC-A or Q1) / (4 ABDC-B or Q2); Training & Consultancy or Sponsored Research of 3L Revenue; IQAC scores greater than 70%; One High or Two Medium intensity Admin Roles Delivered At Acceptable Quality each year; 8 years of Post-PhD experience (preferred)

From Associate Professor to Professor

PRJ - (1 ABDC-A*) / (2 ABDC-A + 2 ABDC-B or Q1 or Q2); Training & Consultancy or Sponsored Research of 6L Revenue; IQAC scores greater than 70%; Two High intensity Admin Roles Delivered at Acceptable Quality each year; 15 years of post-PhD experience (preferred)

The promotion may be considered by the promotion committee based on a comprehensive 360 degree performance appraisal of the concerned faculty.

B. Staff Promotions:

- (a) For grades I to VII, a minimum of 2 years of service in the existing grade is required for promotion to the next grade; for grades VIII to X, a minimum of 3 years of service in the existing grade is required for promotion to the next grade.
- (b) Promotion of Staff in a higher grade may be made purely on the basis of merit, considering the individual's work performance, and suitability to the higher grade.

**ANNEXURE 3
FLEXI-WORK POLICY**

Attached

ANNEXURE 4
**SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION,
PROHIBITION, AND REDRESSAL) POLICY**

Attached