

INSTITUTE OF HOTEL MANAGEMENT
AND CATERING TECHNOLOGY
(THIRUVANANTHAPURAM) SOCIETY

STAFF REGULATIONS

(1990)

INSTITUTE OF HOTEL MANAGEMENT AND CATERING TECHNOLOGY
THIRUVANANTHAPURAM SOCIETY

STAFF REGULATIONS

1990

INSTITUTE OF HOTEL MANAGEMENT AND CATERING TECHNOLOGY
THIRUVANANTHAPURAM SOCIETY

STAFF REGULATIONS

In pursuance of the relevant provision of the Memorandum of Association and Rules of the Institute of Hotel Management and Catering Technology Thiruvananthapuram Society, the Board of Governors hereby makes the following regulations, namely:

CHAPTER I

1. SHORT TITLES, COMMENCEMENT AND APPLICATION:

- i. These regulations may be called the Institute of Hotel Management and Catering Technology Thiruvananthapuram Society's (Staff) Regulations.
- ii. They shall come into force at once.
- iii. They shall apply to all the employees of the Society. In respect of the persons employed by the Society on Agreement/Contract, the rules shall be those as may be specifically provided in the Contract or Agreement as the case may be. In respect of the persons appointed on deputation from the Central or State Government, all matters relating to such employees shall be governed by the terms of deputation and if on any specific matter there is no provision about the same in terms of deputation reference should be made to the parent Government or Department as the case may be.

2. DEFINITIONS

In these regulations, unless the context otherwise requires

- a. "Appendix" means an Appendix to these regulations;
- b. "Appointing authority" means the authority prescribed in Regulation 5;
- c. "Board of Governors" means the Board of Governors of the Society;
- d. "Chairman" means the Chairman of the Board of Governors;
- e. "Secretary" means the Secretary of the Society;

- f. "Society" means the Institute of Hotel Management and Catering Technology Thiruvananthapuram Society;
- g. "Employee" means a person who is in the wholetime service of the Society but does not include a person employed by the Society on daily wages;
- h. "Executive Committee" means the Executive Committee of the Society.
- i. "Institute" means the Institute of Hotel Management and Catering Technology Thiruvananthapuram.
- j. "Principal" means the Principal of Institute of Hotel Management and Catering Technology Thiruvananthapuram.
- k. "Central Government" means Ministry or Department in the Central Government dealing with the Subject.

INTERPRETATION

Board of Governors reserves to itself the right to interpret the rules in accordance with the government policy laid down by the Government.

4. CLASSIFICATION OF POSTS

The classification of the posts in the Society and the scales of pay attached thereto shall be as set out in due course and shall be subject to such orders as may be issued by the Society from time to time in conformity with the orders/instructions issued by the Central Government from time to time.

- a. an employee has come on deputation;
- b. an employee is re-employed, provided break in the two appointments is less than 3 months;
- c. an employee has already been medically found fit, Medical certificate of fitness will have to be obtained by the employee concerned at his own cost. However, on production of valid receipt, the amount of fee may be reimbursed to him.

11) Termination of Services.

i) No employee other than a person on deputation from the Central Government or any State Government or an Institute shall leave or discontinue his service in the Institute except after giving one Month's notice in writing of his intention to do so to the Principal.

ii) Provided further that where an employee has completed the period of probation and stands confirmed, the period of such notice shall be three months.

iii) However, if an employee wants to leave service instantaneously, he may be permitted to do so by depositing with the Institute pay and allowances for the period of notice, as the case may be.

iv) Provided that the appointing authority may, for reasons to be recorded in writing, waive, either wholly or in part, the requirements as to payment of such compensation.

i) The Institute may at any time and without assigning any reasons, terminate the services of any employee who has not completed his probation, after giving one month's notice in writing or a month's pay and allowances in lieu thereof.

ii) The Institute may at any time and without assigning any reason terminate the services of an employee who has completed period of probation and stands confirmed by giving him three months notice or pay and allowances in lieu thereof.

In case of Group 'C' and Group 'D' employees, the Principal shall be the competent authority while Executive Committee for Class 'B' posts and above, shall be the competent authority. However, the

CHAPTER IV

RESIDENTIAL ACCOMMODATION

- i. Out of the residential accommodation owned by the Society, the Society may at its discretion make available to such residential accommodation as it considers appropriate to the pay, rank and status of an employee, and on such rate of monthly licence fee as it considers reasonable. The Society will not have any authority to hire accommodation and give it to staff members.
- ii. In deciding the suitability of such residential accommodation to an employee's pay, rank and status as well as to determining the licence fee to be recovered from the employee for such accommodation, the Society will bear in mind the scales of accommodation and the rates of house rent in force under the Central Government rules governing the allotment of residential accommodation to its employees, but the decision of the Society in regard to such questions shall be final.
- iii. If an employee refuses to accept the residential accommodation made available by the Society and if the Society does not consider his reasons for doing so adequate and acceptable, the Society may stop the house rent allowance payable to him in terms of relevant rules.
- iv. Accommodation of appropriate scale will be allotted to the employee strictly in accordance with the 'Rules' drawn up for allotment of such residential accommodation.

CHAPTER V

Regulations not covered by these Rules will be governed by Government of India's instructions in that behalf.

CHAPTER VI

The following powers will be exercised by the authorities given against each:

Sl. No.	Nature of power	Extent of power	Authority competent to exercise it
1.	<u>Matters regarding Medical Examinations</u>	Full	Principal
	i. For appointment ii. For grant of leave iii. For any other purpose		
2.	<u>Probation periods</u>	Full	Appointing authority
	i. Initial probation ii. Extension of probation iii. Completion of probation		
3.	<u>Extension of Services</u>	Full	Board of Governors subject to approval of the Central Government
	i. Beyond Superannuation/ and re-employment/ contract employment		
4.	<u>Appointments</u>	Group A	Board of Governors
		Group B	Board of Governors
		Group C&D	Principal
5.	<u>Termination of Services</u>	Group A	Board of Governors
		Group B	Board of Governors
		Group C&D	Principal
6.	<u>Reduction in Establishment</u>	Full	Board of Governors
7.	<u>Disciplinary Authority</u>	Group C&D	Principal
		Group A&B	Board of Governors/ Executive Committee

Sl. No.	Nature of power	Extent of power	Authority competent to exercise it.
8.	<u>Pay Fixation</u>	Full	Principal
9.	<u>J.D. Crossing</u>	All Employees	Principal
10.	<u>Grant of Spl/Advance Increments</u>	- do -	Appointing authority
11.	<u>Allowances--Admissibility of decision regarding</u>	- do -	Principal
12.	<u>Adoption of rate of pay and allowances</u>	- do -	Board of Governor
13.	<u>Grant of leave - all kinds</u>	- do -	Principal
14.	<u>Detailing for duty during vacation</u>	- do -	Principal
15.	<u>Accommodation</u>	- do -	Principal
16.	<u>T.A./D.A.</u>	All Employees	Principal
17.	<u>Travel by Air</u>	- do -	Executive Committee in the case of entitled officers and Board of Governors with approval of the Central Government in the case of non entitled officer.
18.	<u>Gratuity and other retirement benefits</u>	- do -	Appointing authority
19.	<u>Relaxation/Interpretation of any rule</u>	- do -	Board of Governors Subject to approval of the Central Government.

- Notes
- i. In respect of any of the above matters concerning the Principal and decision will be taken at the level of the Board of Governors with the approval of the Central Government.
 - ii. For affecting better day to day administration Principal may delegate his powers to any authority subordinate to him.
 - iii. Financial powers shall be exercised as per Bye laws of the Society.

APPENDIX A

MEDICAL CERTIFICATE OF FITNESS FOR EMPLOYMENT

I, Dr..... heroby
certify that I have examined Shri/Smt./Km:.....
a candidate for employment in the Institute of Hotel
Management, and Catering Technology Thiruvananthapuram
Society and cannot discover that Shri/Smt/Km:.....
has any disease (communicable or otherwise),
constitutional weakness or bodily infirmity
except.

I do not consider this a disqualification for
employment in the Institute of Hotel Management and
Catering Technology Thiruvananthapuram Society.
His/Her age according to his/her own statement
to.....years and by appearanceyears.

His/Her signature/Thumb impressionare/is
given below.

Dated the..... Name and Position of the
Doctor.

after of appointment)

APPENDIX II
REGISTERED AD

INSTITUTE OF HOTEL MANAGEMENT AND CATERING TECHNOLOGY
THIRUVANANTHAPURAM SOCIETY

No.

Date:

Dear Sir/Madam,

With reference to your application dated.....the interview for which you appeared onI have been authorised to offer you on behalf of the Institute of Hotel Management and Catering Technology Thiruvananthapuram Society a post ofat the Institute.

The terms and conditions of this appointments will be as follows:

- i. Pay: Rs.....per month in the pay scale of
- ii. Allowances leave and other terms and conditions: These will be as laid down in the "Staff regulations" of the Society. The allowances etc. are comparable to those attached to similar posts under the Central Government.
- iii. Nature of appointment: The appointment will be on probation for a period of 24 months in the manner laid down in the Staff Regulations aforesaid. In the case of Teaching Staff, the employee is required to complete Teacher Training Programme during the probationary period .
- iv. Notice of Termination: During the period of probation, the appointment may be terminated at any time by one month's notice given by either side, viz. yourself or the Society without assigning any reasons. After your appointment is confirmed, the appointment may be terminated at any time by three month's notice given by either side without assigning any reasons. The Society, however reserves the right of termination your services forthwith or before the expiry of the stipulated period of notice by making payment to you of a sum equivalent to the pay and allowances for the period of notice or the unexpired portion thereof.
- v. You will be required to produce within one month of appointment a Medical Certificate of fitness at your own cost from a Medical Practitioner or authority nominated by the Society.
- vi. Place of duty : Your place of duty will be at the Institute of Hotel Management and Catering Technology Thiruvananthapuram Society or such other place as the Board of Governors of the Institute may decide.

vii. Documents to be produced: The following original certificate should be produced for inspection and return:-

- a. Degrees, Diplomas or Certificates of Educational and other Technical qualifications.
- b. The Matriculation Certificate or other acceptable proof and your date of birth; and
- c. A Character Certificate from a Gazetted Officer of the Government of India.

If any declaration given or information furnished by you proves to be false or if you are found to have wilfully suppressed any material information, you will be liable to removal from service and such other action as may deem necessary.

If you accept the offer on the above terms, you should communicate your acceptance to the undersigned by.....

If no reply is received by the prescribed date, this offer will be treated as cancelled.

No travelling allowances shall be allowed for joining the appointment.

Please acknowledge receipt of this letter.

Yours faithfully,

For and on behalf of
the Institute of Hotel
Management and Catering
Technology Thiruvananthapuram Society.