

THE MANUAL OF SERVICE RULES & CODE OF CONDUCT

FOR

THE EMPLOYEES OF EDUCATIONAL INSTITUTIONS

ADMINISTERED AND GOVERNED BY

THE "LOKMANYA TILAK JAN KALYAN SHIKSHAN SANSTHA"

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**The Service Rules and Code of Conduct for the Employees of Educational Institutions
Administered by “The Lokmanya Tilak Jan Kalyan Shikshan Sanstha” (R).**

Hereinafter referred to as Model Code of Conduct of “The Sanstha” OR “Sanstha”

PRELIMINARY

1. The Ethos of the School/College/College

The institution wherein knowledge is imparted is a temple of wisdom and learning brought into existence from the very ancient society for attainment of mental, emotional and general formation of disciples sent to its august portals. In as much a person who chose teaching as a career takes upon himself the moral obligation to conduct herself/himself at all times in accordance with the highest standards of teaching and the nobility of the profession. The teacher shall continually aim at quality and excellence in his/her work and conduct and will endeavor constantly to set an example which will command respect of the pupils, parents his colleagues and the society at large.

A teacher is a beacon of light in the purest sense of the word and a torch bearer to the pupils in their impressionable years. Teaching, in its true sense, is not merely communicating knowledge on specific subjects but also helping the students to grow to their fullest stature, to develop suitable qualities and attitudes and to unfold their personality to do this, what matters most is the personality of the teacher.

2. Introduction

2.1 These rules shall be called service rules and code of conduct for the employees of all educational institutions administered by the “Lokmanya Tilak Jan Kalyan Shikshan Sanstha” OR The “Sanstha”.

2.2 These shall come into effect from the date specified by the Governing Body.

2.3 The Governing Body/ Board of the Sanstha may from time to time amend, alter or add to these rules and all such amendments, modification and additions take effect from the date specified by the Governing Body and shall apply immediately to all employees of

the School/College/Colleges, superseding the rules and regulations in force at the time of appointment.

3. Extent of Applicability

- (a) These rules shall apply to full time teaching/non-teaching employees including class IV employees who are in service of the School/College/Colleges and to those who join their appointment subsequent to the promulgation of these rules except where separate rules are given for one or the other particular category of employees.
- (b) The Management have the right of interpretation of these rules.
- (c) The Director may from time to time issue such orders or directives as may be necessary to give effect to, and carry out the provisions of these rules and to secure effective control over the Teaching and Non-teaching staff working in the School/College/Colleges.

4. Definitions

In these rules, unless the context otherwise requires, the following terms mean:-

- 4.01 **Sanstha/Society** : Means a society formed by the founder body duly registered under the Bombay Public Trust Act 1950 and the Societies Registration Act 1960 for the management of the educational institutions established and owned by the founder body, herein after called "Sanstha".
- 4.02 **Governing Body** : Means a Body/Committee duly constituted in accordance with the rules and regulations of the Sanstha.
- 4.03 **Chairman** : Means by virtue of his office, shall be Head of the Sanstha.
- 4.04. **Secretary** : Means the authority which is empowered by the Chairman through delegation to make appointments for service in the School/College/Colleges. The

office conducts the general administration of all the School/College/Colleges owned by the Sanstha on behalf of the General Body.

- 4.04 Director Governing Board** : Means the non academic head of and sole representative of the Board of Governors.
- 4.05 Management/Governing Body** : Is the decision making Body of Sanstha having the "Trustees" as Board Members. The Chairman of the Sanstha is the Chairperson/President of the Board and the Secretary of the Sanstha is the Executive Secretary of the Board.
- 4.06 Local Managing or Advisory Committee** : Means a committee of persons so appointed by the Governing Body which is directly responsible for the day to day management of a particular institute.
- 4.07 Principal / Headmaster/Director** : The Executive Head of the School/College/Colleges, appointed by the Chairman/Secretary of the above mentioned Sanstha and who is responsible for the day-to-day administration of the School/College/college, responsible for the implementation of the rules, regulations, policies and objectives of the School/College/college and shall be responsible for all the matters connected with teaching, curriculum, discipline and all other matters/related or incidental thereto, subject to approval and general superintendence of the governing body.
- 4.08 Vice Principal** : Means Member so appointed by the Chairman/Secretary to work under and in close co-operation with the Principal and as per requirement of the relevant Education Department of the Govt/Affiliating Bodies.

4.10 Disciplinary Authority : In relation to major punishment (as specified in these rules) means the appointing authority or authority higher to the appointing authority and in relation to minor punishment (as likewise above) Appointing Authority, or the authority to whom the appointing authority/G.B. may have delegates his power to impose such punishment.

4.11 Disciplinary proceedings : Means the formal proceedings started or proposed to be started against employee with a view to imposing any of the punishment prescribed in these rules.

Note: Disciplinary proceedings are also called departmental proceedings so as to distinguish them from court proceedings for a criminal offence or a civil liability.

4.12 Habitual : Means being guilty of commission or omission of any act or acts for a maximum of three times in a year.

4.13 Employee : Means a person employed for teaching or non-teaching work in one of the institutions of the Sanstha, duly engaged by a letter of appointment. This include teachers, clerical staff, class IV staff or any other as full time or part time staff, whether such employment be probationary /purely temporary, contractual or permanent nature.

4.14 School/College/Colleges : Means a School/College/colleges owned or run by the Sanstha.

4.15 Minority School/College/Colleges: Means all School/College/Colleges established or run by the Sanstha with rights conferred by Articles 29 & 30 of the Constitution of India. And any other Constitutional provisions enacted by Parliament for furthering and bettering the peculiar minority character of these institutions.

- 4.16 Employer :** Unless specified otherwise means primarily the Chairman/Secretary and also any other Executive Officer on whom the powers and functions of appointment may be conferred by a resolution passed and approved by the Governing Body of the Sanstha. The Secretary, may, from time to time issue resolutions in regard to any or all his ordinary powers, privileges and discretions granted to him, and such resolutions shall have the validity, effect and full binding force of the resolutions moved/seconded and passed at a meeting of the Governing Body, duly convened and constituted and such resolutions shall not be deemed invalid by reason of notice or for any other cause whatsoever.
- 4.17 Leave :** Means permission to remain absent from duty granted by the Competent Authority under these rules.
- 4.18 Emolument :** Except where otherwise defined, means basic pay plus other permissible allowances if any as defined in these rules sanctioned by the governing body and drawn by the employee on monthly basis.
- 4.19 Service :** Means the period during which an employee on duty as well as on leave duly authorized by the competent authority (sanctioned leave by the Principal) but does not include the period during which an employee is absent from duty without permission or leave without pay or overstays his leave, unless such absence is regularized by grant of extraordinary leave, or such other leave as may be due by an order of competent authority.
- 4.20 Superannuation :** In relation to an employee means the attainment by him/her of such age as which been fixed in these rules as the age of a attainment of the employee when he/she shall vacate the employment. The present age of

superannuation is 58 years. After completion of 58 years of age Employee automatically stands relieved.

- 4.21 Family** : Means the wife or husband of the employee as the case may be, parents, legitimate or legally adopted children, step children, of the person who are wholly dependent on him/her.
- 4.22 Enquiry Officer** : Means a person so appointed by the competent authority to conduct an inquiry in relation to an act of commission or omission by an employee.
- 4.23 Delegation of Power** : Means the Governing Body may at any time delegate all or some of its powers to a committee or committees constituted by it or to the Head of an Institution Principal/ Headmaster, Manager), or any other office bearer/member of the Governing Body.
- 4.24 Duty** : Means the Compliance of the things the employee is expected to do by virtue of his taking a job or assuming an office.
- 4.25 Medical Authority** : Means the Medical Bond constituted by the Competent Authority or the Registered Medical Practitioner from the panel approved by the Management of the College or Recognized Institute.
- 4.26 Month** : Means a calender month i.e. Any of the twelve portions into which the conventional year is divided or a period from any day in one month to corresponding day of the next calender month.
- 4.27 Grievances & Reddressal Committee** : Means a committee formed at the Sanstha/College Level by the Governing Body, wherein the combination of all cadre of employees shall be available. This Committee shall be specially

empowered by the Governing Body to verify the grievances of employees. The Committee without any pre-occupied mindset shall verify all grievances and strive to bring to light the truth of substance of the matter. The Committee shall constitute of Principal of the College, Two Teachers, Two Non-Teaching staff and Two Female Staff.

5. Amendment and Implementation

- a) The Governing Body may from time to time amend, modify or add/delete these rules and all such amendments, modifications or additions/deletion will take effect from the date of its issuance or date specified by the Governing Body.

- b) Such amendment, alteration, modification/addition or deletion shall become binding on all the teaching and non teaching staff of the School/College/Colleges.

6. Interpretation and Implementation

The interpretation and implementation of these rules rests with the Head of the Institution/Governing Body whose decision will be final and concluding, and who may issue such administrative instructions as may be necessary or give effect to and carry out the purpose of the provisions of these rules.

7. Powers to Relax the Provision in the Rule

The Governing Body, in its own exclusive discretionary powers, may relax the provisions of any of the rules in a special case. But for such relaxation, the rules would not operate harshly and against good conscience, equity and justice. But any such relaxation would not form any precedence/example for future reference.

8. Classification of Employees

Employees can be classified as:

- (a) Permanent
- (b) Probationer

- (c) On Contract
- (d) Temporary
- (e) Casual
- (f) Part - Time
- (g) Ad hoc

(a) **A permanent employee** : Means one who has been appointed in a substantive capacity (as distinguished from a temporary or officiating capacity) on a permanent post and later formally confirmed in writing after the successful completion of the probationary period or otherwise.

(b) **A probationary employee** : Means one who is appointed on probation of 2 years. The probationary period may be extended by the Competent Authority.

(1) The appointment to a permanent post by selection shall be on probation for not more than a period of twenty-four months.

(2) During the period of probation, the teacher shall comply with conditions of successful completion of the period as prescribed under these rules.

(3) (a) Head of the Department, shall be the Reporting Authority under whom the teacher on probation is working. He shall submit teacher's Self Assessment Report; as prescribed by the University to the Reviewing Authority from the date of joining.

1st Report - 1 Year, 2nd Report - 1 Year Six Month, 3rd Report - 1 Year 3 months

(b) Deficiencies, adverse remarks, remarks of appreciation, if any mentioned in the Self Assessment Report shall be communicated in writing to the teacher for his guidance and improvement and compliance.

(c) The Self Assessment Report of the 3rd Report shall be submitted to the Reviewing Authority, three month prior to the expiry of probationary period.

(4) On receipt of the last Self Assessment Report, and consideration of all the reports, the Reviewing authority may -

- (a) confirm the teacher on probation in the service from a specific date, OR
- (b) terminate his /her service after giving him/her one month's notice in writing,
- (c) if the Reviewing Authority does not inform the teacher as per (a) or (b) above, then the teacher shall be deemed to have been confirmed in the service at the end of his/her probation period.

(5) If the teacher on probation avails any leave other than casual leave, his/her period of probation shall be deemed to have been extended to that extent.

(c) **An on-contract employee** : Means an employee who has been employed for a specific period for a particular job under the terms of contract of employment/appointment which automatically ceases after the expiry of period or completion of contract period.

(d) **Temporary Employee** : Means person who is appointed on a temporary post or in a temporary capacity for a specific period or specific work.

(e) **A casual employee** : Means one who has been engaged on an occasional temporary nature of job/post, on day-to-day basis.

(f) **A part-time employee** : Means one who has been employed on any job/post on part-time basis

(g) **Ad hoc** : Means one who has been employed on a particular post/job purely on an ad hoc basis and does not fall in any of the above categories.

9. Employment

(a) No person shall be deemed to be in permanent employment of the School/College/Colleges unless and until he/she has received a letter of appointment duly signed by the Secretary/Chairman.

- (b) For every appointment the candidate shall furnish a written application giving full details about his/her nationality, age qualification, marital status, address etc. together with a recent photo and attested copies of certificates, testimonials and two references. For those who are previously employed, the last pay certificate and character certificate from the previous Principal/employer are necessary.
- (c) Every employee, other than casual, part time, ad hoc shall be engaged by a letter of appointment before taking up his post. The letter of appointment shall state clearly the type of appointment offered, probation, temporary, contract or against a leave vacancy. The letter of appointment shall contain the terms of employment and other service conditions. The employee shall sign a copy of the appointment letter as a token of acceptance. This will be retained by the institution.
- (d) Unless in a particular case it is otherwise distinctly provided, the employee's time is entirely at the disposal of the institution and he/she shall be responsible to render all possible assistance to the School/College authorities and students.
- (e) Generally, before a person is considered for a permanent employment, unless otherwise specified in the appointment order, he/she is required to be on probation for a period of at least Two year. The probationary period may be extended at the discretion of the competent authority considering the overall performance of the employee and his/her Performance Appraisal Reports.
- (f) During the period of probation or extended period of probation, the services of a probationer may be terminated at any time without notice or compensation in lieu of notice, without assigning any reason. No appeal shall lie against such termination.

- (g) If during the period of probation, the employee's performance of the duties assigned to him has been found to be satisfactory, he may be confirmed by a written order. If not satisfactory, the period of probation may be extended at the discretion of the competent authority. If, at the end of such an extended period, the probationer's work is still found to be unsatisfactory, his/her services shall be dispensed with or without assigning any reason whatsoever.
- (h) No employee is entitled OR shall be deemed to be confirmed OR to be treated as a permanent employee only by reason of his having completed the probationary period until the confirmation order is issued in writing by the competent authority. If no orders are passed, the probationer's services will be deemed to have been unsatisfactory and the probationer stands extended.
- (i) A permanent employee appointed to a higher post shall be on probation for a period of Two year and is liable at any time during this probationary period to be reverted to the original post at the discretion of the management.
- (j) No employee can claim promotion as right only on the basis of eligibility to hold the promotional post, or by way of mere seniority or of having been temporarily placed in charge of the post. When a higher post falls vacant and the competent authority is free to consider all available candidates. The promotion of an employee from a lower post to a higher post shall be determined on the basis of merit, quality of service, loyalty, conduct, efficiency, ability, and health, nature of the job, seniority and the individual's suitability for the job determined in the interview.
- (k) If persons of requested qualification are not available, a temporary appointment may be made to carry on the work of the institution till such time when either a qualified hand is obtained or as the management so wishes. If an untrained person is appointed, he will be required to complete his training within a period of two years.

This rule may be relaxed by the management, in view of satisfactory work, on the recommendation of the head of the institution.

- (l) In case of a teacher appointed for a specified duration on temporary basis or for a particular assignment, the termination of service will be at the sole discretion of the Appointing Authority. No notice or reason is required.
- (m) Every employee though may be appointed in a particular institution, is liable to be transferred to any one of the affiliated and related institutions existing at the time of appointment signing the contract or which may come into existence at the time of transfer according to the need.
- (n) The Governing Body may, at any time in the event of a natural calamity, a fire, catastrophe, epidemic, civil commotion, strike, or any other causes beyond its control, close down sections or classes of the School/College/Colleges, wholly or partially for a specific period without notice. In such event, the Governing Body may terminate the services of an employee even if OR after he is confirmed. In such cases the employee shall be paid all his legitimate dues such as EPF, gratuity etc. In the event of retrenchment for reasons beyond the control and contemplation, of the management due to abolition of a subject, class, section, department, the services of employee / teacher can be retrenched after giving such an employee three months notice or three months salary as compensation in lieu of notice.
- (o) An employee may discontinue his services in the School/College/Colleges even after his confirmation by giving three months notice or by paying an amount equal to three months salary in lieu of notice provided there are no dues outstanding against the employee.

(p) The Female employee is required to intimate in writing a change in his name, marital status and address with copy of Government Gazette.

(q) Every employee shall be required to produce the following certificate on appointment: A certificate of fitness from a registered medical practitioner, approved by the School/College/Colleges. Two certificates from educationists or respectable members of the society not related to the candidates, certifying the character and conduct which will satisfy the School/College/Colleges authorities.

Original degree/diploma certificates with attested photo copies thereof.

Original certificates will be returned within three months after verification.

Non fulfillments of any of the condition shall render the appointment as null and void.

(r) No member of the staff shall apply for an employment elsewhere without taking a written permission from the head of the institution/Principal.

(s) Surplus :

(1) (a) Whenever any confirmed teacher working in the College or Recognized Institution is rendered surplus due to reduction in workload, closure of the subject, closure of the faculty, closure of the College or due to any other reason which is beyond the control of the teacher, he/she shall be first absorbed in College or Recognized Institution within the Management

(b) While absorbing such teacher in any other, College or Recognized Institution, service conditions of the teacher shall not be changed to his/her disadvantage.

(2) The Principal of the College or Recognized Institution, shall send the details of such teacher rendered surplus to the University for N.O.C. to transfer the teacher in other college of the Sanstha or as the case may be.

(t) Lien :

- (1) The teacher who has given a substantive appointment on a permanent approved vacant post shall be entitled to a lien on that post.
- (2) The lien of the teacher on any post shall not be terminated under any circumstances. The lien shall cease to be operative when he/she ceases to be in the service, absorption in foreign service, retirement, resignation, discharge or dismissal.
- (3) The lien shall be granted for joining Govt. Service for tenure post and it may be sanctioned for tenure period.
- (4) Lien shall be granted for pursuing Ph.D.

(u) Service :

- (1) The teacher appointed in the service of the College or Recognized Institution shall sign a Contract in the form prescribed.
- (2) The service of the teacher shall commence from the date on which he/she joins the duties before 12 noon, otherwise from the next date.
- (3) The service of the teacher on leave, in foreign service or on deputation, shall commence from the date he/she assumes charge before 12 noon, otherwise from the next date.
- (4) The service of the teacher shall cease from the date on which he/she relinquishes the post before 12 noon, otherwise from the next date.
- (5) If the teacher expires while in service, he/she shall be deemed to have ceased to be in service from the next day, irrespective of the hour at which he dies.

10. Record of Age

The date of birth of an employee as furnished by him at the time of joining should be supported with one of the following documents before it is accepted as correct.

Secondary School Certificate indicating the academic qualification and also indicating the correct date of birth.

The age of the employee verified as above or in any other manner deemed fit by the management shall be the conclusive proof of the age of the employee for all questions concerning his employment including retirement. No change thereafter shall be accepted in any case.

11. Change of Address

Whenever a change occurs in the residential address of an employee he/she must immediately intimate such a change to the office.

12. Leaving Headquarters

No employee shall ordinarily, while on leave or under suspension, leave the headquarters without prior permission of his leave sanctioning authority. If an employee wishes to leave station for any reason, while applying for such leave, he should communicate to the office the outstation address and mobile number at which he may be contacted if necessary.

13. Confidential Record of the Employee

- (a) A service record including leave account etc. shall be kept in the form prescribed for every person in a regular appointment under the management.
- (b) A confidential report in the form prescribed shall be kept by the School/College/Colleges authorities in respect of every employee. Confidential adverse entry shall be communicated to the employee, who will have the right to represent to the management whose decision shall be final. The performance of every employee shall be determined on the basis of the entries made in his **A.C.R.** folders for the purpose of merit, promotion, efficiency bar, confirmation, etc.

14. Code of Conduct

Every employee shall be governed by the following code of conduct, which is not exhaustive but indicative:-

- (1) Every employee shall all times be courteous and considerate towards the management personal, parents, colleagues, students, visitors, superiors and co-workers.
- (2) Every employee shall maintain absolute integrity, a high sense of devotion to duty and standard of conduct. The employees shall be loyal to the institution and abide by the rules made from time to time.
- (3) Every employee shall carry out the work assigned to him by his superiors conscientiously in accordance with the specific or general instructions of his superiors and shall maintain discipline at all times in the department or workplaces or premises of the institution. He shall also co-operate with his superiors and co-employees and not commit a nuisance and abet indiscipline among others. No employee shall, at any time, indulge in maligning or falsely implicating the authorities or superiors or School/College/college management or members of the staff.
- (4) An employee is required to accept any work allotted to him by the head of the institution in addition to the work allotted to the particular post held by the employee, keeping in mind the ethos of the institution.
- (5) Employees shall always be neatly dressed, in clean, ironed clothes while on duty and shall keep their person and work-places tidy and clean and at all times maintain cleanliness of the institution.
- (6) Employees who have been provided with uniform shall wear it while on duty. Those who do not wear it are liable to be debarred for the day and marked absent besides rendering themselves liable to disciplinary action. Uniforms provided by the institution shall not be worn during off-duty hours.
- (7) Employees shall take proper care of machines, tools, materials, equipment, furniture and all other sundry property of the institution, movable and immovable.
- (8) Employees shall promptly report of an injury sustained in course of their duty. The management, in no way, is responsible for damage while on duty and all employees are expected to take out accident and/or other necessary insurance policies.

- (9) Employees shall promptly report of an accident or hazard noticed by them on the premises of the institution and shall promptly do the needful to minimize the damage forthwith.
- (10) All non-teaching/teaching staff should be present at the commencement of the time fixed and notified to them. If any one attending late by more than **10 minutes** shall be liable to be marked absent for the whole day at the discretion of the principal/headmaster.
- (11) No employee shall misuse or carelessly use the material and facilities provided by the institution.
- (12) No employee shall, without proper sanction and making proper payment, avail himself, for private or personal purpose, or take out any material which is the property of or has been paid for by the institution.
- (13) Employees are not permitted to accept gifts in cash or kind from visitors, parents, contractors, businessmen or any other parties connected with the activities of the institution.
- (14) No employee shall tamper or cause it to be tampered with the records or notices of the institution.
- (15) An employee shall not communicate directly or indirectly an official document or information to any other person or press.
- (16) No employee shall disturb the peaceful atmosphere of the institution by demonstration, shouting, loud talking in any fashion whatsoever, or indulge in an act which is prejudicial to the interest of teaching or peaceful working of the institution.
- (17) No employee shall indulge in quarrels, cross-talking, abuses, fights, violence or any other disorderly or indecent behavior on the premises of the institution.
- (18) No employee shall make a collection of money in any manner on the premises without a written permission of the principal.
- (19) No employee shall interfere with the work of other employees, disturb or cause annoyance to them at work.
- (20) No employee shall disfigure or damage or write on the walls of the institution.

- (21) No employee shall consume food articles, drink tea, coffee, soft drinks in the School/College except in places specifically assigned for the purpose.
- (22) No employee shall bring alcohol or intoxicant drugs to the School/College premises or report to work in an unfit condition because of previous indulgence in or under the influence of intoxicants or drugs.
- (23) No employee, while on the premises, shall have in his possession firearms, weapons or other articles detrimental to the security of the institution or persons.
- (24) No employee shall, without a written sanction of the Principal undertake employment while in service of the institution other than his duties connected with the institution, or carry on, directly or indirectly a business or trade or private practice relating to tuitions or associate himself/herself directly or indirectly with any coaching classes to prepare students for public examinations.
- (25) No employee shall commit an act in contravention of or in derogation of any of the provisions of these service rules or any rules or instructions notified by the Management to the employees from time to time.
- (26) No employee shall knowingly or willfully neglect his duties, moral or otherwise discriminate against a student on grounds of caste, creed, language, religion, place of origin, social and cultural background or any of them.
- (27) No employee shall indulge in or encourage, any form of malpractice connected with examinations or any other social activities; be negligent in or late in correcting class work or home work done by students, inflict corporal punishment on a student.
- (28) No employee, while marked present in the School/College, shall absent himself, except with the permission of the principal from the class or duty which he is required to attend or communicate any information which he may come across which is a secret of the institution.
- (29) No employee shall indulge in disclosing and secret or confidential matter relating to the affairs of the School/College/college to an unauthorized person at any time, refuse to accept a communication from the management/principal.

- (30) Every employee shall at all times conduct himself in accordance with the specific or implied order of the management and the head of the institution regarding behavior and conduct which may be enforced and issued from time to time.
- (31) No employee shall, except with the sanction of the management/head of the institution participate in editing or managing a newspaper or periodicals, participate in radio, T.V. broadcast or contribute an article or write a letter either anonymously or in his own or in the name of any other person to a newspaper or an agency derogatory to the good name of the institution.
- (32) No employee shall indulge in activity which may embarrass the cause of the institution.
- (33) No employee shall, except with the sanction of the head of institution, lend money to a person on interest.
- (34) No employee shall enter into or contract, a marriage with a person having a living spouse.
- (35) No employee shall bring or attempt to bring any out side influence to bear upon a superior authority to further his interest in respect of matters pertaining to his employment.

Every employee Shall also observe the following code of conduct besides the above:-

- (a) Be proud of the dignity of his profession.
- (b) Be in the School/College/Colleges premises according to the timings laid down by the Principal and sign the attendance register at the time of incoming & outgoing or the time fixed for such purpose by the Principal.
- (c) Conform, in the absence of a teacher, to the replacement timetable as drawn up by the Principal or his nominee.
- (d) Be strictly impartial to all his pupils, sympathetic and helpful particularly to slow learners.
- (e) Cultivate freedom of thought and expression and strive to develop a scientific temper in himself and in his pupils.

- (f) Organise and promote all School/College/Colleges activities which foster a feeling of universal brotherhood among pupils.
- (g) Take his stand against the unhealthy customs and practices in modern society and strive his best to instill into the minds of his pupils principles of co-operation, justice and social service.
- (h) Instill, by precept and example, into the mind of the pupils entrusted to his care, love for the motherland, respect for all and for rule of law and order.
- (i) Be regular and punctual in respect of duty, be it academic or otherwise, in all matters pertaining to the School/College/Colleges, which may be assigned to him by the head of the School/College/Colleges or his nominee.
- (j) Comply with School/College/Colleges working- hours by setting an example in punctuality.
- (k) Along with the leave application the teacher has to assign the work of each of his/her teaching classes, so that the students are kept sufficiently occupied.
- (l) To take up higher studies, training or appear for any examination to improve his performance or to take private tuitions, a written permission of the Principal is to be obtained. No employee shall entertain or talk to visitors at his place of duty without the permission of the Principal.

15. Attendance, Unauthorized Absence from Work, Etc.

- (a) Every employee shall report at the assigned place of work and at the notified time for the commencement of his duty. He shall record each day the time of reporting at and departing from the place of work in the manner specified by the management. An employee failing to report or record as above is liable to be marked absent. An employee who is found absent from his place of work during the working hours without permission of the principal shall be treated as absent from his place of work.

- (b) If an employee reports late for duty either at the commencement of his working – hours or after recess three times during a calendar month, he will forfeit one day's casual leave or one day's salary in lieu of leave, if he has no leave, if he has no leave to his credit.
- (c) An employee, who has been granted leave, laid off, suspended, discharged, dismissed or has resigned or is not working for any reason, shall leave the premises of the institution forthwith unless asked to stay back by the principal.

16. Medical Fitness

- (a) The management may, whenever necessary, require an employee to be examined for medical fitness by a doctor approved by the institution and the employee shall be bound to comply with the same.
- (b) Every employee shall undergo a medical check-up once a year and avail himself/herself of all immunization programmes, if so advised.

17. Working - Hours

The hours of working and attendance shall be 42 hours per week.

In the case of attendant working shall be 46 hours per week.

- (a) General work-timings of the institution are noted in the School/College/Colleges diary. These work-timings are subject to change and the specific schedule for reporting for work will be detailed specifically by the Principal. Besides, an employee may be required to work beyond his working – hours if exigencies of academical or institutional work, so demands and such instructions are to be complied with.
- (b) All employees shall be required to attend emergencies or other urgent duties connected with academical and institutional work either before or after their regular hours of work including Sunday and holidays, if required.

- (c) It is expressly understood that the teaching staff may be asked to take up classes whenever necessary, to accompany students during holidays and to travel on study tours / industrial visits with the class during holidays without extra remuneration.

18. Care of Institutional Property

- (a) Every employee shall take sufficient care of the property, furniture, etc. of the School/College/Colleges and shall take all reasonable precautions. A negligent employee shall be liable for disciplinary action as may be deemed fit by the management. Besides, the management may recover the cost of such breakage, damage, or loss from the employee.
- (b) Every employee is expected to take normal precautions while at work and shall make proper use of safety devices and all preventive measures.

19. Personal Property

The College Authorities/Governing Body/Management shall not, in any way, be responsible for loss or damage to the personal property brought to the School/College/Colleges by the employees.

20 A. Leave Rules and Procedures { Leave means authorized absence form duty }.

- (a) Leave cannot be claimed as a matter of right. It is granted if there is availability of leave to the credit of the employee. The following are to be kept in mind.
- (b) When exigencies of service demand, leave of any description may be refused or revoked by the leave sanctioning authority.
- (c) Leave, excepting weekly off and public holidays, should always be applied for and sanctioned before it is availed of except in case of emergency in which case a leave application must follow immediately, as a rule. In order to avoid inconvenience, an employee who desires to obtain leave of absence shall apply in writing to the principal in advance.
- (d) Leave ordinarily begins and ends on the dates for which it is sanctioned.

- (e) If an employee, after proceeding on leave, desires an extension thereof, he shall, before the expiry of the leave originally granted to him, make an application in writing giving sufficient time to the principal to respond. The latter shall send to the employee a reply either granting or refusing the extension of leave to his leave address. Every employee, going out of station on leave, shall furnish in his leave application the address of his outstation.
- (f) An application for medical leave should be supported by a medical certificate from a registered qualified medical practitioner or the medical officer nominated by the management. In case an employee refuses to do so, he will be considered absent.
- (g) In case an employee remains absent from duty on the pretext of being sick, the management may direct the employee to report to the institution immediately and get himself examined by a doctor designated for the purpose. Its cost shall be borne by the management.
- (h) Leave is not deemed to have been granted unless sanction is given. An employee absenting himself when leave is not granted will be marked absent and will not earn wages for the period of his absence. Further, he renders himself liable to disciplinary action or other consequences under the service rules including abandonment of employment.
- (i) An employee, who has been granted leave on medical grounds, is required before resuming duty to produce a medical fitness certificate from a registered qualified medical practitioner.
- (j) No leave shall be granted beyond the date on which an employee must compulsorily retire.
- (k) An employee who is detained in custody for more than 48 hours, whether on a criminal charge or otherwise, or is undergoing imprisonment, shall be deemed to be suspended from service and if he does not report back within a month, it will be presumed that he has abandoned the employment/service.
- (l) An employee is eligible for all Sundays, public and School/College holidays notified in the School/College calendar unless otherwise shifted, on the understanding that

the employee is bound to come to School/College on a holiday to attend a meeting or for any other specific purpose when so required by the head of the institution.

B. Casual Leave:-

- (a) Casual leave is initially meant for a short period of absence necessitated by sudden and unforeseen urgent work.
- (b) No employee has the right to grant of casual leave. The principal is empowered not to grant casual leave at any time according to the exigencies of service and the need of the institution.
- (c) No employee may, except in unavoidable circumstances like sudden illness, avail himself of casual leave, unless it has been sanctioned by the principal.
- (d) Casual leave admissible is 08 days in a School/College year (which includes ___ restricted holidays).
- (e) Casual leave may be granted not more than 3 days at a time.
- (f) A temporary teacher is eligible for one day casual leave per month after 3 months of joining duty.
- (g) Casual leave shall not be carried forward or accumulated.
- (h) It is permissible to enjoy a half day's casual leave if the period of absence is half or less than half a period of a working-day.
- (i) Absence on any day observed by the School/College, as a half-working day is not to be treated as a half day's leave but casual leave for a full day.
- (j) Late arrival and early departure for personal purposes is considered as one day of absence.

C. Medical Leave

- (a) A permanent Teaching & Non-Teaching staff member may be granted ten-day medical leave with full pay on medical grounds for each academic year of service

provided it is supported by a medical certificate by a qualified registered medical practitioner that must satisfy the School/College/college authorities.

- (b) Certificate of fitness must also be produced at the time of resuming the duty. The School/College/college authorities retain the right to appoint a registered medical practitioner to examine such an employee.
- (c) Medical leave can be accumulated only up to 180 days. No medical leave will be granted in advance.
- (d) For computation of medical leave all intervening Sundays and holidays shall be counted.

D. Earned Leave : Permanent Non-Teaching Staff (Non Vacational Staff) may be granted 20 Days Earned Leave with full pay for every calendar year (1st Jan to 31st Dec.) for the period spent on duty, subject to the accumulation of maximum of Days.

The Non Vacational staff may be granted not more than 120 day earned leave at a time.

E. Vacation to Teaching Staff :

- (1) Permanent Teaching Staff, Workshop Instructors and Lab Assistants may be granted 30 days vacation in Summer and 20 days vacation in Winter.
- (2) It is mandatory to attend on first working day after vacation and on last working day of the session.
- (3) During first year of probation there is no vacation.
- (4) During second year of probation 50% vacation is permitted.
- (5) If faculty is determined during vacation then Earned Leaves are credited as per formula $N \times 20 / 50$

Where N = Number of days the faculty worked in department.

F. Maternity Leave

Notice of maternity leave should be given at least three months prior to the leave.

- (a) A married female Teaching and Non-Teaching employee is eligible for maternity leave up to 6 weeks prior to the delivery and 6 weeks after the delivery. During that period she shall be paid leave-salary according to the pay drawn immediately before proceeding on leave.
- (b) In calculating 3 months (90 Days), calendar months are taken into account and all holidays and leave occurring in those months shall be included.
- (c) The maternity leave cannot be granted more than two times in whole of service period and undertaking regarding number of children is to be submitted.
- (d) In case vacation period is sandwiched it will be counted as a part of 90 days.
- (e) Maternity Leave application shall invariably be supported by Medical Certificate stating probable date of delivery.

G. Extraordinary Leave

- (a) Extraordinary leave may be granted at the discretion of the Principal without pay to a teaching and non-teaching staff in special circumstances such as when other leave is admissible, but the staff applies in writing for the grant of extraordinary leave.
- (b) Extraordinary leave cannot be granted to run concurrently with the notice period of any kind.

H. Leave without Pay

- (a) For absence exceeding the permitted leave, salary will be deducted at the end of academic year.
- (b) The maximum period of the special leave is six months.
- (c) No salary of any kind is admissible for this period of leave.
- (d) Such leave does not count for an increment after joining duty nor will it be computed for gratuity, unless otherwise specified in writing.

I. Study Leave for Persuing Ph.D :

The faculty has to submit undertaking as per rules of the Sanstha

Study leave with pay may be granted to a confirmed teacher for the full period of the course work of Ph.D., provided:-

- (a) The course work meets the needs of the Ph.D.
- (b) The course work is conducted by a competent authority/University.
- (c) The total period of study leave from its commencement does not exceed 50 days i.e. 10 days per year.

J. Loss of Leave

If an employee remains absent without sanctioned leave or overstays the leave originally granted or subsequently extended, he shall lose his leave immediately unless.

- (a) He returns within 10 days of the commencement of absence or the expiry of the sanctioned leave as the case may be.
- (b) He explains in writing to the satisfaction of the principal the reasons of his absence or his inability to return to duty on the expiry of leave.

Note:- Non-availability of transport shall not be deemed satisfactory explanation for absence or overstay.

K. Deserter

The employee who absents from duty without permission for a period of more than Thirty Days shall be deemed to be deserter and his service shall stand terminated automatically on the period of Thirty Days.

Provided that, whenever the employee is not able to attend the duties as prescribed and not able to communicate reasons of his/her absence for the reason beyond his/control, the Competent Authority may, by a special order condone his/her absence.

21. Employees Provident Fund

All employees shall subscribe to the employees provident fund scheme at a rate stipulated by the employees 'Provident Fund and Miscellaneous Provision Act of 1952.

22. Gratuity Benefits

(i) The gratuity benefits scheme in the way formulated below will be applicable only to permanent and full time employees of the School/College. If a better scheme is adopted later, the present one will stand withdrawn.

(ii) Gratuity will be payable to a confirmed employee or his/her legal heir nominee on the termination of the employment after he/she has rendered continuous service for a period not less than five years. Employees dismissed from service or has not put in five years of continuous service in the School/College shall not be eligible for gratuity. (Only leave with salary will be counted as continuous service). In case of death of an employee gratuity will be paid to his legal heir/nominee as per nomination made in the appended form by the employee. If this nominee is other than the one for the savings fund a separate nomination is to be explicitly made.

(iii) Formula: - Gratuity = Last Drawn Salary X Number Years of service ÷ 2

(iv) The year of service will be counted from the date of joining.

(v) Gratuity will be paid@ 15 days of service as per years calculated on the last drawn salary (Basic + D.A.)

(vi) The amount of gratuity to an employee shall not exceed 33 months' salary subject to the maximum of Rs. 10.00 Lakh.

(vii) Payment of gratuity to an employee or his/legal heir nominee dependants subject to deduction of any liability of the employee to the institution.

23. Crossing the Efficiency Bar

No employee should be negligent or casual in work attitude so as to cross the efficiency bar, the same shall automatically call for payband unless the competent authority is satisfied that he/she has been working efficiently and to the best of his/her ability and his/her integrity is found satisfied.

24. No work No Pay

In all cases of absence from duty without leave or permission or where an employee fails to discharge his duties, the principle of 'no work no pay' shall apply. The same shall also apply if the employee/es resort to a "STRIKE" irrespective of the reasons for the same.

25. Complaints, Grievances & Procedure for its redressal

A. (i) A grievance means a controversy between an employee and employees on one hand and the management and employees on the other hand in respect of wages, payment, transfer, leave, promotion, working - conditions and matters involving interpretation of existing legislation but excluding a matter connected with punishment or disciplinary action.

(ii) Whatever the type of grievance may be, in the interest of the students, the aggrieved person/persons shall be given a patient hearing that grievance be settled as promptly as possible on the basis of facts in a climate of mutual confidence and respect. The endeavour shall also be that the grievance is settled at the point of its origin.

B. The formal procedure for the settlement of the grievance would be as follows:

(a) That the employee shall first take up his grievance in writing with the principal. The principal will try to settle the grievance and satisfy the employee verbally as soon as possible but within 3 days.

(b) In case the employee is not satisfied with the reply given by the principal and if he/she so desires, he may submit his grievance to the committee who would try to settle it as early as possible.

(c) The managing committee would take a decision in the matter and the same will be conveyed to the employee.

26. Service of Notice

(i) A matter required to be notified under these rules and any notice by the management to the employee in the School/College shall be displayed on the noticeboard. When so displayed, such matter or notices shall be deemed to have been communicated to all the employees.

(ii) A notice or letter of communication intended for an employee may be delivered to him personally in the premises of the School/College/college and the employee is bound to receive the notice and acknowledge the same. Refusal on the part of the employee to accept the letter of communication a second time, provided a copy thereof shall be exhibited on the notice board, will also render the employee liable to disciplinary action.

(iii) In the case of an employee who is absent or on leave, any intended notice or letter of communication shall be sent to him by registered post-with acknowledgement-due to the said address of the employee shall be deemed to have been served on him. When such a registered letter, communication or notice is returned undelivered for any reason, and if a copy of the said letter, notice or communication is also sent under certificate of posting. It shall be deemed to have been served.

(iv) A matter required to be notified under the rules and a notice or communication by the principal to the employee will be in English or in Hindi or both.

27. Misconduct, Penalty for Misconduct, Disciplinary Proceedings

The term 'misconduct' denotes an offence or an act of commission or omission on the part of the employee which falls within the general connotation of the word misconduct as understood generally and shall be deemed also to connote an offence or acts of commission or omission under or against rules, regulations and practices of the institution detailed in the clauses of the service rules, specially clauses of the code of conduct without prejudice to the generality of word the misconduct the following acts of omission or commission shall be treated as misconduct on the part of an employee.

1. Late attendance or absence from duty without notice or permission.
2. Leaving the place of work during working hours without permission or absence without permission from the place of work.
3. Laziness, inefficiency or careless work.
4. Obtaining leave or attempting to obtain leave on false pretences.
5. Refusal to accept, receive or take delivery of notice or letter or any communication from the principal.
6. Borrowing or lending money on the School/College premises.
7. Improper or discourteous behavior towards others, shouting, loud talking or making a nuisance and noise on the School/College premises.
8. Failure to report a disease an employee may have which may endanger others.
9. Using institutional facilities unauthorisedly for personal gain.
10. Sleeping while on duty.
11. Neglect of duties assigned to the employees.
12. Entering a section or department except for purposes of assigned duties.
13. Late coming or absence of a habitual nature.
14. Failure to report for duty when leave has been refused or when leave has been cancelled and the employee has been called back to duty.

15. Engaging in private work or trade within the School/College premises or engaging in the same or a different profession outside the School/College without the written permission of the principal.
16. Failure to report at once to superiors any accident or a hazard noticed inside the premises or to report promptly any occurrence or defect or mistake which might damage the property of the institution or that of any others.
17. An act of conduct within and / or outside the premises which is likely to endanger the life or the safety or the good name of a person.
18. Failure to observe safety instructions or make use of safety devices provided by the management or failure to take preventive measures.
19. Unauthorised handling or misuse, mishandling of a machine, apparatus, equipment or material.
20. Failure to report the loss of tools or materials entrusted to him in the performance of duties or failure to account for the same.
21. Using indecent language or making false allegations against coemployees or others, speaking in an abusive manner to superiors or others.
22. Insubordination or disobedience whether alone or in union with others; non-compliance of an order of a superior, or instigating others to insubordination or disobedience.
23. Refusal to accept or obey an order of transfer from one job to another or from one department of the institution to another or other institution of society.
24. Furnishing false or incorrect information or withholding relevant or pertinent information at the time of appointment or any other time.
25. Trespassing or forcible occupation of a portion of the premises, unauthorized use or occupation of the accommodation or refusal to vacate the same when told to do so by the principal.
26. Unauthorised use of the name, address, telephone or any other description of the institution.

27. Theft, fraud or dishonesty in connection with the business or property of the institution or of other employees, or visitors to the institution or attempting to do so.
28. Tampering with the records of the institution, falsification, defacement or destruction of the records of the institution including those pertaining to the employees or attempting to do so.
29. Disclosing to an unauthorized person, without written permission of the principal, information affecting the interest of the institution with regard to procedures, practices and functioning of the institution.
30. Gambling within the premises of institution.
31. Bringing liquor or other intoxicants, including addictive/drugs to the School/College/college, consuming intoxicants in School/College/college premises, or reporting for work in an unfit condition because of previous indulgence in or under the influence of an intoxicant or disorderly indecent behaviour in the premises of institution or inside the premises, where such behaviour is connected with employment.
32. Possessing firearms, other weapons or other articles of intimidation in the premises detrimental to the security of the institution or persons.
33. Soliciting, demanding, collecting or canvassing of money from anyone, or sale of any kind of tickets within the premises for a purpose or reason without prior permission of the principal.
34. Creating disturbance or nuisance inside or in the immediate neighborhood of the premises including its residential sector by fighting, abusing, threatening to assault other employee/s, other riotous or disorderly behavior.
35. An act subversive of discipline or good behavior in the premises or outside the premises if it affects the discipline or administration or reputation of the institution or has a bearing on the smooth and efficient working of the institution.

36. Intimidating other employees by threats pressures or other means, with a view to preventing them from attending to their duties.
37. Erection, inscription, exhibition of a matter whatever at any corner of the property of the institution including its building, walls, fences, trees, boards or vehicles, disfiguring of an inscription, notice or publication put up by the institution.
38. Unauthorised removal from or affixing of notice on the notice-board or any other place in the institution or its premises.
39. Preaching, carrying on or canvassing for religious or political activity on the premises, in any manner whatsoever, without the prior permission of the principal.
40. Organising, holding, attending or taking part in the meeting, exhibition, sticking or distributing handbills, notices, leaflets, pamphlets or posters in the premises or in its immediate neighborhood without prior permission of the principal.
41. Preaching of or inciting disaffection or violence in relation to matters and people concerning the institution.
42. Holding a meeting without permission, staging or participating in demonstration, shouting, forcing others to join in group action or picketing within the premises or within a radius of 50 metres from the boundary of the School/College/college premises.
43. Participating in a strike or stay-in-strike or abetting, inciting, instigating or acting in furtherance of a strike or stay-in-strike.
44. Delay in the performance of work or go slow in work or instigating thereof.
45. Gheraoing or surrounding or forcibly detaining the superiors or other employees of the institution or resorting to hunger strike or similar action in or outside the premises.

46. Obstructing the movement of goods, persons or vehicles pertaining to the activities of the institution.
47. Willful damage to work-in-progress or to the property of the institution.
48. Indulging in an act of sabotage, affecting thereby the smooth functioning of the institution.
49. Commission of an act subversive of law which amount to a criminal offence involving moral turpitude whether committed within or outside the premises of the institution offence punishable under the Indian Penal Code whether committed inside or outside the institution or conviction by a court of law for a criminal offence involving moral turpitude.
50. A conduct prejudicial to the interest or reputation of the institution or an act of conduct involving moral turpitude inside or outside of the premises.
51. Habitual breach of a standing order, service rule or any other regulations in force in the institution.
52. Commission of any act subversive of discipline or good behaviour.
53. Taking private tuitions without the permission of the head of the institution or running coaching classes.

C. Penalties for Minor Misconduct

1. Censure.
2. Withholding an increment or promotion to the next higher grade.
3. With holding of annual increment including stoppage at an efficiency bar with or without cumulative effect, recovery from pay or from such other amount as may be due to the employee of the whole or part of any pecuniary loss caused to the institution due to negligences, by breach of orders on his part, being considered for future employment in any capacity in the institution.

D. Penalties for Major Misconduct

A.

1. Suspension without pay and allowance.
2. Reduction to a lower post or grade or to a lower pay scale.
3. Discharge or removal from service which does not disqualify the employee from being considered for future employment in any capacity in the institution.
4. Dismissal from service, which debars the employee from future employment in any capacity in the institution.

B. Explanation

The following shall not amount to penalty within the meaning of the rule.

- (i) Stoppage at the efficiency bar on grounds of unfitness to cross the bar.
- (ii) Retirement of the employee in accordance with the provisions relating to superannuation or retirement.
- (iii) Replacement of a teacher, who was not qualified on the day of his appointment by a qualified one.
- (iv) Discharge of an employee appointed on a short term officiating vacancy caused by the grant of leave or suspension.
- (v) Compulsory retirement at an age below the prescribed age for normal retirement.

28. Suspension.

The head of the institution (Principal/Headmaster) may place in employee under suspension pending further action in the following cases where in.

1. Disciplinary proceedings against him/her are contemplated or pending.
2. A case against him/her in respect of a criminal offence is under investigation or trial.
3. He/she is charged with embezzlement.
4. He /She is charged with cruelty to a student or an employee of the School/College/Colleges.

5. He /She is charged with misbehaviour towards a parent, guardian, student, or employee of the School/College/Colleges.
6. He/She is charged with a breach of code of major misconduct.

29. Subsistence Allowance.

An employee under suspension shall, in relation to the period of suspension, be entitled to the following payments.

1. A subsistence allowance equal to half (50%) of the pay last drawn by him/her for the first three months (ninety days).
2. If inquiry gets prolonged and the employee continues to be under suspension for a period beyond ninety days, the suspension allowance shall be equal to three fourth of his aforesaid wages, provided that where such an inquiry is prolonged beyond period of ninety days for reasons directly attributed to the employees, the subsistence allowance shall, for the period exceeding ninety days, be reduced to one fourth of his wages. The suspended employee shall be liable to obey the instructions issued from time to time by the principal/headmaster in respect of attendance and residence.
3. Where a suspended employee is exonerated after disciplinary proceedings or where a criminal prosecution against a suspended employee ends with an honourable acquittal, the salary and allowance of such an employee minus the subsistence allowance received by him/her shall be paid to him/her from the date on which he/she was suspended.
4. No payment of subsistence allowance shall be made unless the employee furnishes a certificate to the effect that he/she is not engaged in any other employment, business, profession or vocation.
5. If an employee is arrested by police on a criminal charge and bail is not granted no subsistence allowance shall be payable on the grant of bail if the competent authority decides to continue the suspension, the employee shall be entitled for subsistence allowance from the date of grant of bail.

30. Procedure for Disciplinary Action

- a) No order of punishment shall be issued without the employee's having been given an opportunity or explanation.
- b) On receipt of the unsatisfactory reply or where no such reply is received within the specified time, the principal shall appoint an inquiry officer for the purpose of conducting an enquiry. The principal may appoint an enquiry officer from among the staff of the institution or an outsider where it may necessary.
- c) If the employee does not admit the charge or if his explanation is found to be unsatisfactory and when the circumstances appear to warrant the principal to hold a recorded inquiry into the charges of misconduct in accordance with the principle of natural justice.
- d) No order of punishment shall be issued without affording opportunity of hearing and giving explanation by the employee. In case of a misconduct, omission and or commission on the part of an employee, the principal shall issue a charge sheet giving the nature of misconduct requiring him to submit his explanation within a period of seven days. After receipt of the explanation from the employee, the principal will consider the same and incase he finds it unsatisfactory or in the event of non submission of any explanation or accepting the guilt, the principal may order for an enquiry and for that he will appoint an enquiry officer.
- e) The employee concerned shall be issued a charge sheet clearly stating the misconduct, calling for an explanation.
- f) The delequent employee shall present himself/herself at the assigned time for inquiry into the alleged misconduct against him when called upon to do so. If the employee charged with misconduct fails to appear at the inquiry session for reasons which the enquiry officer considers unsatisfactory, the enquiry shall proceed *ex parte* in his absence.
- g) The employee subjected to inquiry shall be permitted to be assisted by a co-employee of the School/College/college. No outsider or legal practitioner shall be permitted to assist or defend him in the inquiry.

- h) The employee shall be permitted to produce his/her oral /documents evidence and shall be permitted to cross-examine a witness deposing in support of the charges and also to produce witnesses, if any, in his defence. The statements of the witnesses, examined at the inquiry session on either side shall be recorded by the E.O. The principal may appoint any of the staff members as representative of the management to represent in the enquiry.

On the conclusion of the inquiry, the inquiry officer shall record his findings and whether all or any of the charges leveled against the employee are established together with reasons and will submit the same to the disciplinary authority.

- i. The employee concerned shall be furnished with a copy of a report of the inquiry officer by the head of the institution in writing.
- ii. Give him a notice in writing stating the action proposed to be taken with regard to him and calling upon him to submit within the specified time, not exceeding two weeks such representation as he may wish to make against the proposed action.
- iii. On receipt of the representation if any, made by the employee, the disciplining authority shall determine the penalty, if any, to be imposed on the employee and same shall be communicated to him in writing.
- iv. Where disciplinary proceedings against an employee are contemplated or pending or where criminal proceedings against an employee and the principal is satisfied that it is necessary or desirable to place the employee concerned under suspension, pending investigation, inquiry, trial and final disposal, the principal will, by an order in writing, suspend him with effect from the date specified in the order.
- v. If the employee is found guilty on the conclusion of the criminal proceedings as the case may be, he/she is to be punished accordingly.
 - i) If the employee is found guilty on the conclusion of the inquiry or the criminal proceedings as the case may be, is discharged or dismissed, he shall be deemed

to have been discharged or dismissed with effect from the date of suspension, unless otherwise indicated in the order of discharge or dismissal.

- j) If, on the conclusion of the inquiry of the criminal proceedings as the case may be, the employee has not been found guilty of the charges framed against him, he shall be deemed to have been on duty during the period of suspension also and shall be entitled to the same wages as he would have received if he had not been placed under suspension.

34. Cessation/Termination of Employment

- (a) The management may terminate the services of a permanent employee on administrative grounds in the interest of the institution by giving three-month's notice or salary in lieu of such a notice.
- (b) A permanent employee, desirous of leaving the institution, shall give three working months notice or three-months pay in lieu of notice to the principal before leaving.
- (c) Notwithstanding anything contained in this rule, no notice shall be necessary in the termination of service of a probationer.
- (d) Notwithstanding what is stated above, the management reserves its right to refuse or to accept the resignation of an employee when disciplinary proceedings are pending against him or for a breach of contract or for any such reason.

35. Discharge on Medical Grounds

- (a) The principal may ask an employee at any time to appear before a doctor so approved by the institution for the purpose. If in the opinion of the doctor, the employee is found incapacitated rendering him physically or mentally unfit for work which he/she has been doing, and in the opinion of the doctor the chances of his becoming fit again for the same work are considered remote, he/she may be discharged by the management on grounds of continued ill health.

(b) Failure to submit himself/herself for medical examination as required by the principal will render the employee liable to be deemed as medically unfit and consequently is charged from service. In such a case no compensation will be payable to him but will be entitled to all his legitimate dues like E. P.F. and gratuity etc.

36. Retirement

(a) Every employee shall retire from service on attaining the age of 58 years. The Governing Body may grant extension at its discretion, provided the employee is fit for such an extension and has no mental or physical incapacity which disqualifies him from such an extension. **The extended period will not be treated as continuity in service.**

(b) After attaining superannuation, if an employee is granted extension, he/she will get the pay plus other allowances admissible thereon, as prescribed by the governing body. The extension in service will be sanctioned every academic year at the discretion of the Governing Body.

Nomination Form Appendix I

Dear Sir,

I hereby nominate the person/persons mentioned below to whom, in the event of my death, the amount of provident fund account accruing to my credit, D.A. gratuity and other allowances, if any, which are due from the School/College management at the time of my death, would be payable.

S. No Name of the Nominee & relation

Full Address of Nominee

Date of Birth of the Nominee if minor

Attestation authority

- 1.
- 2.
- 3.

4. As the nominee specified above is a minor, I appoint
(name and full address) as the person to receive the sum due under the said account and
other dues from the School/College in the event of my death while the nominees (s) is/are
still minor(s)

1. Witness (Signature of employee)

2. Witness.....

Name and full address:

Date :

The nomination was received on and had been entered in the relevant records.

Date: (Principal's Sign)

Appendix II

Acceptance of the service rules and code of conduct

I..... have read and understood the above Service Rules and
Code of Conduct. I hereby bind myself to follow the said service Rules and Code of
Conduct as long as I am an employee of..... School/College/ College.

Name and Signatures of witnesses Signature of employee.

1.

2.

Acceptance of the Service Rules and Code of Conduct

I have read and understood the above Service Rules and code of Conduct. I hereby bind myself to follow the said Service Rules and Code of Conduct as long as I am an employee ofSchool/College/College.

Signature of the Employee

Name and Signature of witnesses

1.

2

Confirmation Letter

Dear

This is further to our letter dated, appointing you as on probation. The _____ pleased to inform you that you stand confirmed in the services w.e.f, upon completion of the probation period.

Consequent to your confirmation, you shall be drawing a salary of Rs.....
Per month, all inclusive. You will be entitled to all other allowances and facilities as eligible to confirmed employees of the School/College as per Service Rules.

All other terms and conditions as confirmed in the Manual of Service Rules, Code of Conduct, and letter of appointment issued to you remain unaltered. The contents whereof shall always be read in conjunction with this letter of confirmation.

We presume that you will continue to serve the School/College with dedication and added enthusiasm.

This letter is served on you in duplicate. Please sign and return the duplicate copy in acknowledgment of acceptance.

We wish you good luck

Secretary/Principal

Appointment Letter Probation / Tenure

Dear

With reference to your application and subsequent interview you had with us, we are pleased to offer you employment as as per the following terms and conditions.

1. You will be on probation for a period of two years, from the date of your joining duty. However the period of probation may be extended if necessary. During the period of probation or any extension thereof, your employment will be subject to termination by one month notice or payment of one month salary in lieu thereof, without assigning any reasons. Similarly you may resign from the services after one month's notice or salary in lieu thereof.
2. During your probation period of any extension thereof, your monthly consolidated salary will be Rs..... p.m, 3. On confirmation of your services by the School/College you will be entitled to the benefits as available to confirmed employees.
3. You will be governed by the Service Rules and Codes of conduct for teachers as applicable to your category of employees.
4. You will adhere to the schedule of work which may be assigned to your depending on the exigencies of work. You can be deputed to any of the Group School/Colleges of the management during the tenure of your Service.

Secretary

Declaration

I have read and fully understood the terms and conditions as contained in my letter of appointment. I agree to abide by them and in acceptance of the terms and conditions. I sign the duplicate copy of this appointment letter.

(Signature of Employee)

Application for Appointment of a Temporary Teacher

To

.....

Dear Fr/Sir/Madam,

I have come to know that there is a temporary vacancy for the post of in your School/College. With due respect I offer my services for the said temporary post. I am fully aware that the post is of temporary nature will come to an end automatically upon completion of 9 months. My particulars are as follows: on completion of said temporary period, I will not demand continuation of my service.

Name:

Father's / Husband's Name

Age / Date of Birth

Qualifications and past experience

Present Address
.....
.....
.....

Permanent Address
.....
.....
.....

The above named applicant, do hereby solemnly declare that the above information is correct to my knowledge. In case any particular is found to be incorrect, it will be open to the School/College management to dispense with my services forthwith.

Yours faithfully

Name of the Candidate

Letter of Appointment for a Temporary Teacher

To,

Shree/Smt.....

Dear Sir / Madam,

This has reference to your application dated seeking appointment as a temporary teacher and subsequent interview on we hereby appoint you as a temporary teacher for a fixed period of 10 months w.e.f..... Your monthly salary would be Rs..... all inclusive.

Please note that this vacancy has occurred due to administrative exigencies / leaves vacancy and is for a fixed period of ten months only. Unless terminated earlier, your services will automatically come to an end upon completion of the fixed period. Your services can also be terminated at any time earlier than the specified period by giving one month's notice or salary in lieu thereof. You may also resign from service by giving one month's notice or salary in lieu thereof. Upon expiry of the fixed period of service or upon the termination of your services at any time earlier, you shall neither have any lien on the temporary post held by you nor any right for absorption on the rolls of the School/College. You will not be entitled to any benefits / privileges which may be available to the permanent employees of the School/College. You will be governed by the Service Rules and Codes of conduct for teachers as applicable to your category of employees.

You will adhere to the schedule of work which may be assigned to you depending on the exigencies of work. You can be deputed to any of the Group School/Colleges of the management during the tenure of your Service.

You will be fully responsible for carrying out the assignment / s handed over to you to the satisfaction of the School/College management. You should be punctual and regular for work and should not absent from work without prior permission of the School/College management.

Please sign the duplicate copy of this letter in token of your having accepted the temporary employment for a specific period on the terms and conditions as stated above.

Yours faithfully

Secretary

Fixed period service agreement

THIS AGREEMENT made on BETWEEN Mr. / Miss /Mrs.....
son / daughter / wife ofresident of
 (hereinafter called the teacher) of the one part and the
School/College through its Principal / Manager / Executive Secretary of the other
 part (hereinafter called the School/College)

Whereas the School/College, keeping in view exigencies of work and the interest of students, desires to engage teacher on a fixed term basis for a period of one year.

Whereas the teacher has applied to the School/College and expressed desire for being appointed as a Teacher on a fixed term for a period of one year.

Whereas the School/College keeping in view the desire of the Teacher and suitability has agreed to engage the Teacher as aforesaid on his / her having agreed to abide by the terms and conditions hereinafter appearing.

Now therefore it is hereby agreed as follows:

1. This engagement as Teacher is purely on contractual for a fixed term of one year w.e.f. to This term shall automatically come to an end upon the expiry of the fixed of one year.
2. During this fixed period engagement of one year, the service agreement is liable to be terminated without assigning any reason by giving one month's written notice on either side or payment of one month's remuneration in lieu thereof.
3. That in no case this engagement shall extended beyond the fixed period of one year. Upon the completion of the fixed period, the Teacher will have no claim against the

School/College of any nature whatsoever and / or lien for reengagement or employment in the School/College. It is clearly understood by the Teacher that this is neither a regular appointment in the School/College nor gives any hope or expectation for a regular appointment in future. This fixed period engagement is purely on considerations of exigencies of work.

4. The teacher shall be paid a consolidated sum of Rs. per month towards remuneration without any boarding and lodging facilities, the remuneration for the vacation months will be paid / not paid to the teacher.
5. Be it clearly understood and agrees that the Sanstha and the institutes under its fold are self financed unaided minority institutions and are in no way obliged to give to its teachers allowances as available in the aided or government School/Colleges. Therefore the teacher will not be entitled to any other benefits / privilege / allowances / increments over and above the consolidated remunerations per month. The teacher shall not be entitled to any other benefits / privilege / allowances / increments as may be available or granted in future to the regular / permanent Teachers of the School/College/College.
6. The teacher shall devote his / her whole-time diligently and faithfully to the School/College work and duties assigned to him / her and will not on his / her own account or otherwise either directly or indirectly, carry on, or be concerned in any other employment, trade, business, canvassing work, private tuition whatsoever either with or without remuneration.
7. The engagement of teacher shall be subject to the following:
 - i. The code of conduct of the School/College
 - ii. Service Rules of the School/College

- iii. The terms and conditions of this agreement and / other circulars issued from time to time.
8. The teacher has gone through the Contents of the Code of Conduct and Service Rules an understood the same and undertakes to abide by them. If the teacher fail and neglect to comply with any of the above provisions, of the Code of Conduct, service Rules, this agreement, Circulars the School/College Management shall be at liberty to terminate this agreement with the teacher forthwith without any compensation, notice or remuneration in lieu thereof.
 9. That the remuneration of the teacher shall be paid on or before the expiry of the seventh day of the following month is respect of which the salary become payable after deducting the amount of income tax, provident fund and any other deductions which would be necessary under any statute, rules and regulations or a welfare scheme applicable from time to time to the School/College.
 10. That teacher shall work honestly, efficiently and diligently in accordance with the orders and / or instructions of the management or any other superior officer in charge and shall make himself / herself useful by actively participating in all School/College activities.
 11. It is mutually agreed by the parties hereto that the covenants hereinbefore contained shall not preclude or circumscribe the powers of the School/College Management to modify, revise and / or alter the Code of Conduct, Services Rules, Circulars for the staff of the School/College etc. and all provisions shall apply conjunctively and the teacher / employee hereby agrees to abide by such modifications, revisions and / or alterations made by the School/College Management from time to time.
 12. That the Teacher has carefully read and foregoing Service Agreement and fully understands its terms and conditions and certificates that the foregoing terms and conditions only constitute the service Agreement governing both parties and no understandings have been made other than those stated above.

Any prior agreements, understandings and / or commitments between the parties whether made orally or in writing hereby stand revoked and superseded.

IN WITNESS WHEREOF THE parties hereto have signed this agreement on this day of 200.... at

Secretary.