

# **SERVICE RULES**

## **FOR THE ACADEMIC EMPLOYEES OF DON BOSCO COLLEGES OF THE SALESIAN PROVINCE OF DIMAPUR**

The following shall be the terms and conditions of appointment of Academic Employees of Don Bosco Colleges in the Salesian Province of Dimapur. Every member of the academic staff shall agree to abide by all the conditions herein stated and such conditions as may be introduced from time to time by the competent authority.

### **1. NATURE AND AIM OF THE INSTITUTION**

Don Bosco College, Kohima, is a private Christian (Catholic) Minority institution established and administered by the “Salesians of Don Bosco”, having its headquarters at Dimapur – Nagaland, with the Provincial as its head.

### **2. GOVERNING BODY AND MANAGING COMMITTEE**

**2.1** The Provincial, the president of the “Salesians of Don Bosco” society, Dimapur Province will be the President of the Governing Body. He exercises complete and final authority over the educational institutions that come under the jurisdiction of the Provincial. His jurisdiction extends over institutions owned and administered by the Salesians of Don Bosco in the states of Nagaland, Manipur, Upper Assam and Arunachal Pradesh.

**2.2** The Governing Body has the power to employ and procure the assistance of teachers, researchers, attenders and any other personnel or staff

#### **2.3 Ex-Officio members**

The following persons shall be Ex–Officio members: normally the Rector, who will be the Vice President, the Principal, who will be the Secretary and the Administrator, who will be the Treasurer and the Vice Principal(s). Besides these, there will be University nominees as per University regulations, educationist, and other persons of public and academic prominence, to be nominated by the President.

**2.4** The President in consultation with Vice President and Secretary will appoint the members of the Managing Committee. They will conduct the day today administration of the college. The Managing Committee shall attend to urgent matters not foreseen by the Governing Body at its scheduled meetings.

### **3. CLASSIFICATION OF EMPLOYEES**

**3.1 A permanent employee** is an employee who has been appointed on a permanent basis under a proper letter of appointment.

**3.2 A temporary employee** is one who has been employed for a job, which is essentially of a temporary nature.

**3.3 A contract employee** is one who is on contract basis for a specific work and for a specific period of time.

**3.4. A part-time employee** is one engaged for a work of a casual nature and /or intermittently.

## **4. ACADEMIC STAFF**

### **4.1 Recruitment**

**4.1.1** The Rector, Principal, Vice Principal and the Administrator of the college shall be appointed by the Provincial.

**4.1.2** The president of the Governing Body authorizes the Vice President to appoint other members of the academic staff with the approval of the president.

### **4.2 Appointment**

**4.2.1** The Managing Committee in consultation with the president of the Governing Body shall appoint the Selection Board.

**4.2.2** An employee is appointed on the recommendation of the Selection Board.

**4.2.3** The Secretary of the Governing Body will issue the Appointment Letter on behalf of the Governing Body.

**4.2.4** The appointment of an employee shall be made in writing mentioning the nature of the appointment whether, temporary, probationary or contractual and mentioning the salary scale.

**4.2.5** The employee shall receive two copies of the appointment letter, one he signs and returns to the office. Similarly, the employee shall receive two copies of service rules of which one signed copy is returned to the office.

**4.2.6** The employee has to furnish relevant documents regarding his educational qualification at the time of the appointment.

**4.2.7** Every employee has to undergo a period of probation for one year before the service can be confirmed. Probationary period may be extended for another year if the case so requires.

### **4.3 Eligibility**

**4.3.1** Academic Staff: Under UGC norms. M.Phil / NET / Ph.D qualified candidates will be preferred.

### **4.4 Pay Fixation**

**4.4.1** Pay for the selected candidates is fixed by the Managing committee as per the pay scale approved by the Governing Body for the respective post based upon the qualification and experience of the candidate.

### **4.5 Salary**

**4.5.1** Every employee appointed for a specific period will be paid only for that period.

**4.5.2** The management shall deduct from the pay at the source the amounts due on Professional Tax/ Income Tax/ EPF/ or the concerned departments on behalf of the employee.

**4.5.3** Provident Fund: Contributory Provident Fund is provided for employees from the day they are appointed in the institution. Its operation is governed by the Provident Fund Act.

**4.5.4** Crossing of Efficiency Bar will be based on the API (Academic performance Indicator) score obtained by a teacher in an academic year.

### **4.6 Incentives**

**4.6.1** Lecturers, who have not availed of the Casual leave, shall be paid the days' wage for the leave they have not availed. A day's wage is arrived at by dividing the gross salary by 26.

**4.6.2** Lecturers are encouraged to attend at least one UGC sponsored Orientation Programme and Refresher Course to update themselves once in five years.

**4.6.3** Financial incentives will be given to those who present papers at seminars and conferences and for publication of articles and books as fixed by the management.

## **5. LEAVE**

### **5.1 Leave**

**5.1.1** Leave shall not be claimed as a matter of right. Leave letter is to be submitted in advance and approval must be obtained prior to availing the leave. A member of the staff shall not normally or on any pretense absent himself / herself from his/ her duties without prior permission of his / her Principal authorized to give permission.

**5.1.2.** In case of absence on Medical grounds, intimation should be sent to the Principal/Designated Authority within 12 hours of start of medical treatment. Medical Certificate shall be produced at the time of joining after leave.

**5.1.3** Leave of any kind will not be sanctioned when the services of the staff are needed for the college work or when there is an unfinished job involving the employee.

**5.1.4** An employee without prior permission fails to arrive on the re-opening day after terminal/summer/winter holidays, the leave taken without sanction will be considered as pay cut leave. If such leave is repeated he/she will be given a serious warning.

### **5.2 Casual leave (CL)**

**5.2.1** All employees are eligible for 12 days of casual leave per year @ 1 day per month during the Academic Year from July to June.

**5.2.2** Any leave other than the casual leave, can be applied for and it may be considered as leave without pay.

**5.2.3** An additional leave in a month may be applied for and may be considered as leave without pay.

**5.2.4** An non informal leave (leave taken without sanction) may be considered as pay cut leave (one casual leave and one day pay lost). Permission for short absence not exceeding one hour on any working day may be granted. Three permissions in a month may be considered as half day leave.

### **5.3 Vacation leave (VL) for teaching staff**

The total number of VL days for members of faculty (teaching staff) is limited to 30 (Thirty), for a continuous service of 12 months in the institution as per the schedule of the institution.

### **5.4 Maternity leave (ML)**

**5.4.1** A woman employee of the institution, who has completed at least one year of continuous and satisfactory service, after the completion of the probation period, is eligible for Maternity Leave with pay for a maximum of 90 (ninety) days; inclusive of intervening holidays and Sundays, from the date of delivery or from the commencement of leave applied for, whichever is earlier, subject to prior approval of the Principal/ Designated Authority.

**5.4.2** In addition to the above, excess leave taken shall be considered as leave on Loss of Pay (LOP).

## **5.5 Superannuation**

All Academic Employees shall retire from service on the day they complete 60 years (as fixed by the state in which the institution is established) of age or 35 years of service whichever is earlier as prescribed by the law of the land or concerned University. However, if an employee retires in the course of the academic year, his/her service may be extended till the end of the academic year.

## **6. CODE OF CONDUCT FOR THE ACADEMIC EMPLOYEES**

All the teaching staff shall observe the following code of conduct:

**6.1** Every employee shall, at all times, maintain absolute integrity and devotion to duty and abstain from any activity that is unbecoming of an employee of an educational institution.

**6.2** Every employee shall abide by and comply with the rules and regulations of the Institution and all orders and directions of his/her superior authorities, under whose superintendence or control, he/she is placed.

**6.3** Every employee shall extend utmost courtesy and attention to all persons with whom he/she is to deal with in the course of his/her duties.

**6.4** Every employee shall endeavour to promote the interest of the Institution and shall not act in any manner prejudicial thereto.

**6.5** No employee shall engage in any political activity within the premises of the Institution.

**6.6** No employee shall engage directly or indirectly in any trade or business or undertake any other employment. For undertaking honorary work of a social and charitable nature or work of a literary, artistic or scientific character the employee shall obtain prior permission of the authority.

**6.7** An employee of the College shall strictly abstain from intoxicating drink or drug while in the campus. No teacher shall indulge in smoking or consumption of tobacco in any form or betel nut products in the College campus.

**6.8** Obligation to maintain secrecy: Every employee shall maintain the strictest secrecy regarding confidential matters concerning the institution and shall not divulge, directly or indirectly, any information of confidential nature either to a member of the public or of the College's staff, unless compelled to do so by a judicial or other authority or unless instructed to do so by a superior officer in the discharge of his duties.

**6.9** An employee of the College shall not, without the prior permission of the Principal, engage in any trade or business or adventure by himself or through any member of his family, undertake, accept, engage, solicit or seek any outside employment or office while on duty or on leave, whether stipendiary or honorary.

**6.10** No employee of the College shall enter into any partnership, accept any fees, endowment or commission whatsoever from any part other than the College, except with the prior permission of the Principal.

**6.11** Acceptance of gifts: An employee shall not solicit or accept any gift from a student of the College or from any subordinate employee, provided that such gifts, grants and donations shall be received by an employee in the official discharge of his duties for the College.

**6.12** Sexual abuse of minors/students elicits dismissal of the teacher without any prior notice.

## **7. RESIGNATION FROM SERVICE**

**7.1** A probationer may resign from his/her service with one month's notice or by payment of one month's salary in lieu of notice.

**7.2** A confirmed employee may resign from his/her service with three month's notice or three month's pay in lieu of notice.

## **8. TERMINATION OF SERVICE**

**8.1** In the case of a temporary academic staff on probation, the management can terminate his / her services by giving him/her a months' notice or a month's salary in lieu of notice.

**8.2** Service of confirmed teacher shall not be terminated by the management except on any one or more of the following grounds:

**8.2.1** The teacher's continuance in service is prejudicial to the smooth or efficient working of the Institution or to maintenance of discipline among the members of the staff or the students.

**8.2.2** The teacher is rendered surplus on account of reorganization of subject taught in the institution or reduction of work-load or reduction of sections in the institution, the retrenchment will take place on the principle of "last come first to go" but keeping in mind qualifications of teachers.

**8.2.3** When a management desires to terminate the services of a confirmed teacher on any one of the grounds mentioned above, the management shall give show cause notice of its intention to do so to the teacher. The notice shall state the ground on which it is desired to terminate the services of the teacher.

**8.2.4** Within seven days of the notice under clause (8.2.3) served on the concerned teacher the management shall constitute an enquiry against the concerned teacher. The report shall be submitted to the management within three months of his date of appointment of the enquiry.

**8.2.5** The inquiry shall be conducted by a member nominated by the management. The inquiry officer should not be below the rank of the teacher against whom inquiry is constituted and should not be an employee of the management.

**8.2.6** Within seven days of receiving the report from the officer, the management shall decide the action to be taken against the concerned teacher. The management shall submit the proposal of the action to be taken against the concerned teacher to the President for his approved or disapproval within fourteen days of receiving the report of the Inquiry officer.

**8.2.7** The president shall, as soon as possible, there-after inquire into the matter in such manner including the hearing of the concerned teacher as he may deem fit. The president may, thereafter, approve or disapprove the proposed action submitted by the management.

**8.2.8** The president shall communicate in writing the approval or disapproval of the proposal to the management within forty five days from the date of receipt of the proposal by the management.

**8.2.9** If the president does not communicate his approval or disapproval within the stipulated period of forty five days, the proposal shall be deemed to have been approved by the president.

**8.2.10** If the president approves of the termination, the teacher concerned shall be paid all the dues up to date.

## **9. REMOVAL FROM SERVICE**

No teacher shall be removed from service by the management except on one or more of the following grounds and except in accordance with the procedure prescribed here under:

### **(A) Misconduct or gross negligence of duty**

Misconduct comprises willful acts or omissions on the part of an employee, either alone or along with others, such as: **a)** Neglect of duty **b)** Inefficiency in work or want of diligence in performance of duty **c)** Insubordination to the Management or Head of Institution; **d)** repeated violation of orders and directions issued from time to time by the authorities of the College / Institution in matters of duty. **e)** Habitual late attendance **f)** Absence without leave **g)** Taking up part-time jobs/teaching/tuitions without permission **h)** Deviant and unlawful activities of any type that may affect the discipline and reputation of the institution and unbecoming of an employee of an educational institution such as:

1. Handling and use of intoxicating drugs, use of alcohol and gambling in the premises of the Institution.
2. Organizing and participating in any form of protest, strike, or demonstration against the institution in the premises or outside the Institution.
3. Instigating colleagues and students against authorities of the college/Institution.
4. Committing any act which is punishable under the Indian Penal Code or punishable under any local customary law or state law.
5. Furnishing false or incorrect information or withholding any relevant and pertinent information at the time of appointment.
6. Use of indecent, abusive language or making false allegations against the authorities of the College/Institution, co-employees, students, parents and guardians.
7. Possession and use of firearms or other weapons in the premises of the Institution.
8. Theft or attempt at theft, fraud or dishonesty in connection with property of the Institution, property of co-employees and students. Any other act or omission that is detrimental to the pursuit of aims and objectives of the Institution.

### **(B) Incompetence**

An employee can become incompetent and inefficient due to loss of mental or physical health, lack of interest and commitment to duty or neglect of duty or lack of teaching skills or any other reason and hence the employee may be asked to discontinue from service. In case of mental or physical ill health, the employee should be asked to bring a medical certificate regarding his fitness from a doctor appointed by the secretary of the governing body.

### **(C) Moral turpitude**

1. An employee is terminated from his service only when other disciplinary actions have failed. In the event of termination the secretary of the governing body shall issue a show cause notice to the employee concerned in which the proposed disciplinary action is clearly mentioned. The employee is also served a charge sheet in which allegations against the concerned employee are distinctly stated together with the evidence supporting the allegations.

2. The employee should be granted a reasonable time of 7 to 15 days to reply to the charges in writing and also to produce such evidences that the employee may defend against the charges. Thereafter an enquiry may be conducted on the allegations and on the reply forwarded by the employee.
3. The employee concerned shall be given an opportunity to be heard in person. No party will be permitted to be represented by a lawyer.
4. An employee may be removed with immediate effect if the case in question involves moral turpitude, treason or great disorder.
5. During the period of enquiry the employee in question may be placed under suspension if the employee's presence in the institution not desirable. During suspension, the employee will be paid a subsistence allowance. If after the enquiry, the employee is found not fit to continue in service the president of the governing body will give the concerned employee the notice of termination.

## **10. ABANDONMENT OF SERVICE**

**10.1** If an employee remains absent for fifteen consecutive days without prior sanction or leave or permission, the employee shall be deemed to have abandoned the employment and his/her services shall stand terminated automatically with effect from the date on which the absence commenced unless decided otherwise by the Head of the Institution.

**10.2** If an employee remains absent beyond the leave originally granted he/she shall be deemed to have abandoned the employment and his/her services shall stand terminated automatically with effect from the date on which the absence commenced, unless decided otherwise by the Head of Institution.

**10.3** An employee who fails to arrive on the reopening day after terminal/summer/winter holidays shall be deemed to have abandoned his/her services unless decided otherwise by the Head of Institution.

## **11. SUSPENSION**

During the entire course of disciplinary procedure and appeal, the concerned employee remains suspended. An employee under suspension will be entitled to receive from the College a monthly subsistence allowance as follows:

**11.1** During the first two months of suspension, at the rate of 50% of his/her total emoluments.

**11.2** If there is delay beyond two months in arriving at a decision, subsistence allowance will be paid at the rate of 75% of his/her emoluments.

**11.3** The subsistence allowance is not payable beyond a period of two months if the delay in arriving at a decision is not due to the fault of the Governing Body or Principal.

**11.4** In case of an employee being exonerated from all charges, all arrears of pay and allowance (Salary Minus Subsistence) will be paid to the employee for the total period of suspension.

## **12. COMPULSORY RETIREMENT**

If a teacher becomes permanently incapacitated by any physical injury or mental infirmity, the management will have discretion to retire him/her compulsorily notwithstanding the provision regarding age of retirement under the provision of the Service Rules. For retiring, any teacher under this clause, a certificate from the civil surgeon of the district in which the Institution is situated stating that the teacher concerned is rendered permanently incapable or pursuing active life shall be obtained. The teacher who is compulsorily retired under the provision of this clause shall be entitled to all the benefits of provident Fund, Gratuity etc. for which a retired teacher is entitled under the provision of this Ordinance.

## **13 GRATUITY**

No confirmed teacher will be entitled to claim gratuity unless he / she has put in not less than seven years continuous service in the institution.

**13.1** A confirmed teacher will be entitled to be paid gratuity by the management in the following cases only:

**13.1.1** On retirement on attaining the age of superannuation.

**13.1.2** On death while in service in the college, this amount of gratuity will be paid to his / her nominees (The name of the nominee should be mentioned in the form "F" which should be signed by the employee and the employer); if there are no nominees, to his / her legal heirs.

**13.1.3** On his / her compulsory retirement from service on account of acquiring permanent incapacity for discharging duty due to physical injury or mental infirmity.

**13.1.4** On his /her ceasing to be in service of the College or institution on account of resignation or termination of service under clause (8) of this Service Rules.

**13.1.5** Gratuity is calculated at the rate of 15 days for each year of uninterrupted service or any part thereof in excess of six months i.e.,  $(\text{Basic} + \text{DA}) \div 26 \times 15 \text{ days} \times \text{no. of years}$ . The gratuity may be deducted or forfeited according to the law of the State.

## **14. APPLICATION FOR ANOTHER POST**

An academic staff in an institution may apply for any post outside, with the knowledge of the head of the college or institution as the case may be. They shall be entitled, however, to send an advance copy of the application, the original of which is to be forwarded through the principal or head of the recognized institution where they are working.

## **15. STUDY LEAVE FOR Ph.D**

**15.1** A leave of one year with loss of pay and without loss of continuity, for Ph.D Programme will be granted to an employee who has put in five years of continuous regular service in the institution. No extra leave will be granted.

**15.2** Only those who are working in the college as a regular academic staff are eligible for study leave.



**15.3** As a rule, only one academic staff from a Department will be granted study leave at a time. Preference will be given to senior teachers.

**15.4** Only those who are registered for a Ph.D programme in a recognized university or Institution are eligible for study leave.

**15.5** Application for study leave should be submitted at least six months before the leave is to commence. The following documents should be submitted with the application:

- i)** Proof of admittance or proof of registration to the Ph.D programme
- ii)** In the case of Ph.D programme, a letter from the guide of the thesis that the candidate will be able to complete the Dissertation during the period of the study leave.

## **16. SERVICE CERTIFICATE**

16.1 Every employee is entitled to a Service Certificate on leaving the service for whatever reason except in the case of dismissal.

## **17. AMENDMENT**

The Governing Body reserves to itself the right to add, alter or amend any of the above rules as and when necessary. No other rules or customs shall be introduced by anyone without the written permission of the Governing Body.

## **18. UNDERTAKING BY THE MEMBER**

Every member of the faculty should carefully read and understand the above “Duties and Responsibilities” and undertake to abide by them. As a mark of such commitment the member at the time of joining the service should sign and give the undertaking as below:

*I have read and understood all the rules above and agree to abide by them without any lapse. I also understand that in case of non-compliance with any of the above I will be relieved from the employment of Don Bosco College, Kohima.*

Name of the Teacher:

Signature

Date:

Name of the Principal:

Signature

Date:

**(These Service rules have been promulgated by the Governing Body and enforced with effect from 24 May 2015)**