

St. Joseph's College of Commerce (Autonomous)



## The College Crest

The emblem of the College dates back to the French Foreign Missionary Fathers who started this Institution of higher learning in the year 1882. It is made up of one scroll which is placed beneath the palm leaves, on which is inscribed the motto of the Institution in Latin – 'Fide et Labore'. The shield bears a cross in the centre which is symbolic of Christian faith and there are two bees on either side of the lower part of the cross representing hard work. The crown which is placed above the shield is a heraldic symbol of supremacy and glory. The compartment beneath the shield consists of palm leaves that are a sign of victory.

The College motto is 'Fide et Labore' which means faith and toil. Faith among other things gives persons a commitment to God, to her/his fellow women/men and to intellectual pursuits. Toil is a necessary prerequisite for any success.



SERVICE RULES AND CONDITIONS of

The Bangalore Jesuit Educational Society

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#### (BJES) - Service Conditions and Rules

## BANGALORE JESUIT EDUCATIONAL SOCIETY (BJES) SERVICE CONDITIONS AND RULES

#### PREFACE

The Bangalore Jesuit Educational Society, hereinafter called BJES, is a registered, non-profit making, non-sectarian, non-governmental, educational organization engaged in education, research and training.

The service conditions and rules of service of BJES governing the employees of BJES have been in existence for many years and have been revised from time to time. The revised version given below has been approved by the Governing Body of BJES and will come into effect from January 21, 2014.

#### I. PRELIMINARIES

#### I.I GENERAL PRINCIPLES

- 1.1.1 The purpose of Service conditions and rules is to provide the employees of BJES with a statement of a basic personnel policy.
- 1.1.2 The service conditions and rules enunciated herein are not exhaustive but they do provide a sufficient foundation for guiding both the employer and the employees in the interpretation and implementation of personnel policy.
- 1.1.3 The employees of BJES (the ones who are in employment or those who will be employed in future) are governed by the terms and conditions of their appointment and also by these service conditions and rules and any other that may be stipulated by the Governing Body from time to time.
- 1.1.4 The Governing Body of BJES is responsible for prescribing and interpreting the Service Conditions and Rules. The Director/ Principal /Headmaster/ Headmistress (HM) shall administer them.
- 1.1.5 Where questions of interpretation or implementation arise, the interpretation and decision of the Governing Body shall be final and binding.
- 1.1.6 Nothing in these Service Rules and Conditions shall preclude the Management from making additional rules as may be deemed fit. The Governing Body of BJES reserves the right to amend, alter, delete or add to any of these rules without giving any prior notice to the employees of its Institutions. Such a modification will be binding on the employees from the date specified while making the modification.

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# EDUCATIONAL INSTITUTIONS RUN BY

#### BANGALORE JESUIT EDUCATIONAL SOCIETY

- 1. St. Joseph's College
- 2. St. Joseph's College of Commerce
- 3. St. Joseph's Evening College
- 4. St. Joseph's College of Business Administration
- 5. St. Joseph's Pre-University College
- 6. St. Joseph's Evening Pre-University College
- 7. St. Joseph's Boys' High School
- 8. Loyola Higher Primary School
- 9. Loyola High School
- 10. Loyola Composite Pre-University College
- 11. Loyola Industrial Training Centre
- 12. Loyola Industrial Training Centre Hostel
- 13. St. Joseph's Institution Hostels

| 1.2  | DEFINITIONS   | 1.2.14 | "Part-time staff" is appointed to do only partial work on fixed days and a fixed times.  |
|------|---|--------|--|
|      | In these Service Conditions and Rules, unless there is anything repugnant to or inconsistent with the context:  | 1.2.15 | "Year" means the Academic year beginning on the lst June and ending or the 31st May of each year.  |
| .2.1 | The Bangalore Jesuit Educational Society or BJES means the Registered Society of the Bangalore Jesuit Educational Society with its office at Jesuit Nivas, 35, Museum Road, Bangalore -560025                               | 1.2.16 | "Notice" means the written communication given to the employees or circulated and/or put up on the Notice Board.                           |
| .2.2 | "Society" means The Bangalore Jesuit Educational Society.   | 1.2.17 | "Superior" means any person who by nature of his/her duty exercises  |
| .2.3 | "President" means the Provincial Superior of the Karnataka Jesuit   |        | authority, supervision or control over the employees and/ or has been named Superior.  |
| .2.4 | Province, who is the President of the Society.  "Vice President" means the Rector of Jesuit Nivas who is the Vice-  | 1.2.18 | "Habitual act" means any act of commission or omission which is repeated more than 3 times within a period of a year.                      |
|      | President of the Society.   | 1.2.19 | "Acceptance of an employment in BJES" means and includes acceptance  |
| .2.5 | "Secretary" means the person appointed by the President to hold the office as Secretary of the Society.   |        | by the employee of these Service conditions and /or any other terms and employment conditions which may have been agreed upon between BJES |
| .2.6 | "Governing Body" means the Governing Body of The Bangalore Jesuit   |        | and the employee concerned at the time of employment and includes any future amendments.   |
| 2.7  | Educational Society.  | 2.     | NAMES OF THE INSTITUTIONS RUN BY BJES  |
| 2.7  | "Management" means the management of the educational Institutions, constituted by the Governing Body.   | 2.1    | St. Joseph's College (Autonomous)  |
| 2.8  | "Director/Administrator" means the person appointed by the President to function as the Chief Executive of the educational Institution of BJES,   | 2.2    | St. Joseph's College of Commerce (Autonomous)  |
|      |   | 2.3    | St. Joseph's Evening College (Autonomous)  |
| .2.9 | when a lay person (Non Jesuit) is appointed Principal.  "Principal" or "HM" means the person appointed by the President to  | 2.4    | St. Joseph's College of Business Administration (AICTE recognised Autonomous Institute)  |
|      | function as the Academic head of the educational Institution, and is its<br>Chief Executive Officer (CEO). However, if a lay person (Non Jesuit) is<br>appointed to the post, the "Director/Administrator" shall become the | 2.5    | St. Joseph's Pre-University College  |
|      |   | 2.6    | St. Joseph's Evening Pre-University College  |
|      | CEO.  | 2.7    | St. Joseph's Boys' High School (Affiliated to ICSE Board)  |
| 2.10 | "Staff/employee" means any person employed either temporarily or  | 2.8    | Loyola Higher Primary School (English and Kannada)   |
|      | permanently in teaching, non-teaching or supportive categories in any Institution under the Management.   | 2.9    | Loyola High School (English and Kannada)   |
| 2.11 | "Probationary staff" means the staff appointed on probation.  | 2.10   | Loyola Composite Pre-University College  |
| 2.12 | "Regular/Tenure Staff" means the staff appointed on contract for a fixed  | 2.11   | Loyola Industrial Training Centre  |
|      | period of time.   | 2.12   | Loyola Industrial Training Centre Hostel   |
| 2.13 | "Permanent Staff" means any person who has been given permanent   | 2.13   | St. Joseph's Institution Hostels   |
|      | appointment.  | And an | y other Institution which BJES will take over / establish / manage in future.  |

| He is the authority to appoint the acting Principal/HM in the prolonged   | 3.1.2.10 | OFFICIALS  | 3.      |
|---|----------|--|---------|
| temporary absence of the Principal/HM.  |          | DIRECTOR/ADMINISTRATOR   | 3.1     |
| PRINCIPAL / HEADMASTER/ HEADMISTRESS (HM)   | 3.2      | The Director/Administrator is the Chief Executive Officer of the   | .1.1    |
| The Principal / HM shall normally be chosen from among the qualif members of the Society of Jesus. He will be the Chief Executive Offi of the Institution and, unless otherwise provided, shall also be Correspondent of the Institution. It shall be his primary duty to mainthigh academic standards, discipline among staff and students, inculcated the control of the Institution. | 3.2.1    | Institution. He represents the management in the Institution. As such, he plays the role of liaison between the Management and the employees. Ordinarily, it is the Director/Administrator who is the bridge between the Management and the Institution. Hence all the correspondence is to be routed through him. |         |
| students a sense of values and concern for the disadvantaged and atte<br>to the on-going formation of students and faculty.   |          | Some of the main features of his functions are:  | 3.1.2   |
| The Principal/ HM shall act as the coordinator between the Managem and the staff and shall be responsible for communicating to the staff  | 3.2.2    | He plays an active role in the overall management of the Institution. He participates in all meetings and chairs them.   | 3.1.2.1 |
| guidelines and policies evolved by the Management and for ensuring the proper implementation. He/she shall also provide the Management we requisite information for the proper Management of the Institution.   |          | As the representative of the Management, he is the ex-officio member of all policy making bodies of the Institution- the Governing Body, Academic Council, and other important committees.   | 3.1.2.2 |
| she shall be accountable to the Management in all aspects of the life a work of the Institution he/she heads.   |          | He is primarily responsible for the recruitment, confirmation, promotion and discharge of the staff and also the admission of students.  | 1.1.2.3 |
| The Principal / HM shall have to maintain a healthy blend of acader interest and administrative responsibility. He/she will organize workshe and seminars for the faculty and staff and encourage them to particip in seminars at the State and National levels. He/she shall maintain health   | 3.2.3    | He is responsible for all legal matters and matters pertaining to the general administration of the Institution. He represents the management before all the Government/ regulatory agencies.  | .1.2.4  |
| relations with the Board of Education, the University and the Gover<br>and adopt a proactive approach.  |          | He maintains the Service Registers of the employees and administers the salary of the staff, sanction of increments, sanction of loan, recovery  | .1.2.5  |
| The Principal / HM will have the autonomy concerning the prescrib Departmental / University fees charged to students, where he/she  | 3.2.4    | of loan, sanction of all kinds of leave (except casual leave), deduction towards income tax, Provident Fund, etc.  |         |
| accountable to the Education Department or University. He/she sh<br>maintain proper accounts as per departmental rules and regulations.   |          | He guides and supervises the Principal / HM, who is the academic head of the Institution, in the day-to-day running of the Institution.  | .1.2.6  |
| As regards financial management, he/she shall prepare the annual budgets  | 3.2.5    | He appoints the heads of Departments in consultation with the Principal/HM.  | .1.2.7  |
| as per the pro-forma in use or prescribed from time to time and subrit to the Director/Vice President by the end of January. All the funds the Institution will be invested through the centralized pool of accounts.   |          | He oversees the functioning of the Finance Office, Maintenance Manager and Information Centre.   | .1.2.8  |
| by the Vice-President and the Treasurer of the Society.   |          | He is in charge of all the financial transactions of the Management,   | .1.2.9  |
| The Principal / HM shall, when deemed necessary by the Management, assisted by a Correspondent who will be a Jesuit.  | 3.2.6    | giving scholarships for the poor and any other financial assistance to the students and the staff. He mobilizes resources for the infrastructural and  |         |
| The Principal / HM may be appointed among the lay people also. He/s may be guided/assisted by a Director who will be a Jesuit.  | 3.2.7    | overall development of the Institution. He supervises and maintains the properties, both movable and immovable, of the Institution.  |         |

| 3.3   | REGISTRAR, CONTROLLER OF EXAMINATIONS: Registrar,  | 12 12 124                               | Category                                      | Qualification  |  |
|-------|--|---|---|--|--|
|       | Controller of Examinations, and any other posts that may be created by the BJES, will have their role and job description given in their appointment letters.  | 100000                                  | Superintendent Grade-I                        | M.A. /M.Com. /M.Sc. or equivalent<br>degree with seven years' experience as<br>Assistant Office Superintendent / Assistant   |  |
| 4.    | RECRUITMENT AND APPOINTMENT OF PRINCIPAL /<br>HM AND REGULAR TEACHING STAFF  | Assista                                 | nt Office Superintendent                      | Accountant or equivalent post  A Graduate or equivalent degree with 5  |  |
| 4.1   | COMMITTEE FOR SELECTION OF PRINCIPAL/ HM:  | A LANGE OF THE PARTY                    | nt Accountant                                 | years' experience of office work   |  |
| 4.1.1 | President of the Governing Body  | Assista                                 | nt Librarian                                  | Bachelor of Library Science or Library   |  |
| 4.1.2 | Vice-President of the Society  | 1.0                                     | Australia                                     | Assistant with 10 years' experience.   |  |
| 4.1.3 | One member of the Governing Body to be appointed by the President.   |   | Assistant<br>technical staff                  | PUC and technical course certificate   |  |
| 4.2   | COMMITTEE FOR SELECTION OF TEACHING STAFF:   | 100000000000000000000000000000000000000 | t staff (Store-Keeper,                        | SSLC   |  |
| 4.2.1 | Vice President of the Society /his representative  | Library                                 | Attendant, Lecture                            |  |  |
| 4.2.2 | Principal/ HM and Director of the Institution concerned  | 9.00000000                              | nt, Laboratory Assistant,                     |  |  |
| 4.2.3 | Head of the Department / Subject Expert  | 11111                                   | tory Bearer, Attendant,<br>Daftry, Chowkidar) |  |  |
| 5.    | NON-TEACHING STAFF   | Peon, I                                 | Daitry, Chowkidar)                            |  |  |
| 5.1   | CATEGORIES: Non-teaching staff in an Institution belong to the   | 5.3                                     | APPOINTMENT OF                                | NON-TEACHING STAFF   |  |
|       | following categories:  ADMINSTRATIVE AND CLERICAL: Office Superintendent, Accounts Officer, Assistant Office Superintendent, Assistant Accounts  | 5.3.1                                   | COMMITTEE FOR SE                              | LECTION OF NON-TEACHING STAFF  |  |
| 5.1.1 |  | 5.3.1.1                                 | Vice President of the Soc                     | iety /his representative   |  |
|       | Officer, Assistant Librarian, Secretary, Receptionist, Typist, etc.  | 5.3.1.2                                 | Principal /HM and Direct                      | or/Administrator of the Institution concerned  |  |
| 5.1.2 | TECHNICAL: Lecture Assistants, Laboratory Technicians, Library   | 5.3.1.3                                 | Office Superintendent                         |  |  |
|       | Assistants, Library Clerks, Laboratory Assistants, Electricians, Store Keeper, etc.  | 5.3.2                                   | The appointment of non-t                      | teaching staff may be made by direct recruitment   |  |
| 5.1.3 | SUPPORT: Peons, Bearers, Chowkidars, Library Attendants, Laboratory<br>Bearers, Attendants, Mali, Head Mali  |   | higher post, due conside                      | When making appointment by promotion to<br>eration shall be given to seniority-cum-merit<br>endation of the Principal / HM, and also to the<br>endation of the Principal / HM, and also to the<br>endation of the Principal / HM, and also to the<br>endation of the Principal / HM, and also to the<br>endation of the Principal / HM, and also to the<br>endation of the Principal / HM, and also to the<br>endation of the Principal / HM, and also to the<br>endation of the Principal / HM, and also to the<br>endation of the Principal / HM, and also to the<br>endation of the Principal / HM, and also to the<br>endation of the Principal / HM, and also to the<br>endation of the Principal / HM, and also to the<br>endation of the Principal / HM, and also to the<br>endation of the Principal / HM, and endation where<br>endation of the Principal / HM, and endation where<br>endation where<br>endation endation where<br>endation endation where<br>endation endation where<br>endation endation where<br>endation endation endation where<br>endation endation endat |  |
| 5.2   | QUALIFICATIONS:  |   | work and the conduct of                       |  |  |
|       | The minimum educational qualification for appointment to various categories shall be as under:   |   | be made by the Jesuit P                       | pointment for a period up to three months ma<br>rincipal, under intimation to Vice President. A<br>or authorised to appoint any staff  |  |
|       | A STATE OF THE STA | 6.                                      | SELECTION PROCE                               | ESS  |  |
|       |  | 6.1                                     | The normal procedu                            | re of appointment of staff is as follows:  |  |

AQAR: 2021-2022

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# 6.1.1 The Director or Jesuit Principal informs the Vice President of the vacancies and with his approval starts the recruitment process, which may include issuing advertisements, inviting applications and holding interviews, etc.

6.1.2 Each Institution shall have the same standard format for evaluating the candidates during the personal interview. After the interview, each committee member will record the marks in the evaluation form, sign it and place it in a sealed envelope. The Director and also those who conduct the interview will submit their evaluations in sealed envelopes. The sealed envelopes will be submitted to the Vice President who will submit them to the governing body for its approval.

#### 7. APPOINTING AUTHORITY

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- 7.1 The letter of appointment of the Principal/ HM will be signed by the President.
- 7.2 The letter of appointment of teaching and non teaching staff will be jointly signed by the Vice-President / Secretary and Administrator / Director.

# 8. RECRUITMENT/APPOINTMENT OF PART-TIME AND TEMPORARY STAFF

- 8.1 If the Principal is a Jesuit, he is empowered to appoint part-time and temporary staff under intimation to the Vice President.
- 8.2 If the Principal is a lay person, then the Jesuit Director may appoint the part-time and temporary staff.
- 8.3 A non-Jesuit Principal is not authorised to appoint any staff member or issue any letter of appointment.

#### 9. PROBATION AND CONFIRMATION

- 9.1 On initial appointment, the staff will be on probation for a period of two years and will be paid a consolidated salary. They will not be entitled to any increments or other allowances.
- 9.2 The completion of the probationary period will not entitle any person to the right for appointment as a tenure Staff.
- 9.3 The probation period may be extended by six months at a time and up to a maximum period of one year, if his/her performance is not satisfactory. The probationary period shall, in no case, be extended beyond three years from the date of appointment.

- 9.4 The Management, upon assessing the evaluation reports, will decide if the probation has been successfully completed or not. Those who have successfully completed their probation period (based on a thorough self-valuation, evaluation by the students, staff and the committee constituted by the Management) will be confirmed in their position.
- 9.5 After declaration of the satisfactory completion of the probationary period, the salary of the staff may be fixed in the salary scale as applicable to the staff.

#### 10. TENURE STAFF

- 10.1 On successful completion of the probation period, the staff will be appointed on tenure for a period of five years.
- 10.2 The Management will normally extend the tenure appointments by further periods of five years at a time so long as the Management finds the performance of the staff member satisfactory. The extension of the tenure will be at the sole discretion of the Management and no staff shall claim it as a matter of right.

#### 11. EMPLOYMENT TO IMMEDIATE FAMILY MEMBERS

No person who has a member of his or her immediate family (parents, siblings and children) already employed in an Institution belonging to BJES shall be employed in the same Institution, unless the management in rare cases and for very important reasons, which should be recorded in writing, chooses to make an exception. Consequently, if any two employees working in the same Institution get married, one of them, preferably the junior in service, will leave the job or seek a transfer to another Institution.

#### 12. AGE OF ENTRY

No person who has not attained 18 years of age shall be appointed to any post.

#### 13. SERVICE RECORD

13.1 Service Record of every staff of the Institution shall be maintained by the Director in the printed service books similar to those prescribed for government officials. Besides, separate personal files of the staff shall be maintained by him. If the Principal /HM are Jesuits they will maintain the service records.

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#### (BJES) - Service Conditions and Rules (BJES) - Service Conditions and Rules Annual Confidential Report in a format similar to those prescribed for 17. **TRANSFERS** government officials, should be prepared in respect of each staff member and shall be maintained by the Principal / HM. Adverse remarks, if any, The management shall have the right to transfer or depute its staff from shall be communicated to the person concerned by the 31st May of the one Institution to another, without affecting his/her length of service, year and the concerned employee shall have the right to appeal within 30 scale of pay and service conditions. days of receipt of the said remarks. The orders passed by the appointing SALARY authority in this regard shall be final. Employees of BJES shall be governed by the salary scale applicable to him 14. JOB DESCRIPTION / her as stated in the letter of appointment. Every employee shall be provided with a job description of his/her specific 18.2 **PAYMENT OF SALARY** assignment. The job description may be changed or modified by the 18.2.1 The salaries of the employees shall be paid not later than the tenth day of Management at its sole discretion. the month following that for which salary is due. All are expected to carry out their responsibilities as described in 18.2.2 Normally salaries of employees shall be paid without any deduction their respective job description faithfully and to the satisfaction of the except the following: Management. Any failure by an employee to carry out his/her prescribed duty will be treated as misconduct. 18.2.2.1 Deduction for absence from duty. 15. **HOURS OF WORK** 18.2.2.2 Deduction for damage to or loss of goods entrusted to an employee for custody and for loss of money which he/she is required to account for, 15.1 The working hours may be fixed from time to time by the Management. when the damage of loss is attributed to his/her fault and negligence. Employees appointed to posts involving different timings and/or working 15.2 18.2.2.3 Deductions towards income tax, professional tax, provident fund, ESI or hours will be notified by the Principal/ HM. any other tax payable by the employees and deductible at source. 16. PERFORMANCE APPRAISAL 18.2.2.4 Deduction required to be made by a court order or by an authority All the employees of BJES will undergo an Annual Performance Appraisal competent to do so. in order to enable the Management to document the employee's 18.2.2.5 Deduction for allowances such as food, lodging, electricity, etc. where performance during the year for current and future reference; and to take steps, where needed, for improvement. Through this exercise the 18.2.2.6 Deduction for repayment of loans advanced to the employees. capabilities and the performance of each employee during that year will be appraised and rewarded if so decided by the Management. **VACATION SALARY** 16.2 This exercise has several stages: 18.3.1 The teaching staff, whether permanent, on probation or temporary, shall be entitled to summer vacation salary as under: 16.2.1 Each employee will appraise himself / herself. 18.3.2 Those that have served more than nine months will be paid full salary Students will appraise the employee (teaching staff member) 16.2.2 during vacation. 16.2.3 The Head of the Dept will appraise each employee of the Dept. 18.3.3 Those who have served more than four months but less than nine months The Principal /HM will appraise the staff and send the final report to the 16.2.4 will be paid in proportion to their service. management. 18.3.4 No employee who has served for less than four months will be entitled to any summer vacation salary. Page 12 Page 13

| all draw salary for the period of summer vacation from two 21. LEAVE  |                      |
|---|----------------------|
| 21.1 There are different types of leave provided for the employees o  | f BJES.              |
| summer vacation salary.  21.2 While leave is the privilege of an employee, it is granted subject exigencies of work. Hence, the concerned authority has the discrete  | retion to            |
| employee is not entitled to summer vacation salary refuse, postpone, curtail or revoke leave according to the exignormal service and the situation.   | encies of            |
| increment is one step higher in the scale of pay applicable to 21.3 All leaves are in proportion to the number of days worked. 21.4 An employee seeking leave shall submit an application before properties.  | a a sea alta a       |
| ee will be eligible for increment based on satisfactory on leave He/she shall not proceed on leave unless the said leave approved by the authority concerned. Application for leave for many approved by the authority concerned.   | has been             |
| three days should be made at least four days in advance. Applic leave for more than ten days should be made at least fifteen advance and should bear the leave address.   |                      |
| iff shall be entitled to annual increments based on satisfactory on of his/her services, evaluation by the students, other staff intee of the Management.  21.5  In case of an emergency or unforeseen circumstances when an emay not be able to obtain prior approval of leave, he/she shall immore contact and/or inform his/her authority about his/her inability to | nediately            |
| ement reserves its right to withhold an increment if it is not in the performance of the staff member.  office and the period as well as the reason for which such leave is a lift the grounds for leave are not acceptable to the authorities,   | required then the    |
| ment may, in deserving cases, award more than one increment accepted by the authority it should be followed by a written leave immediately on rejoining duty.   | nation is<br>request |
| staff members who have completed a minimum of 12 months ill be eligible for annual increments.  21.6 If an employee does not have leave to his/her credit, the days of from duty, if sanctioned, shall be treated as leave without pay.   | absence              |
| Y 21.7 An employee who has absented himself / herself without prior a leave for a period of more than 10 consecutive calendar days  |                      |
| aff who retires upon superannuation or leaves service on deemed to have left his/her job on his/her own accord.  of the given tenure period or resigns but not discharged for 21.8 No two types of leave can be combined.   |                      |
| or convicted for a criminal offence shall be entitled to gratuity   |                      |
| e total number of years of service including the period of not less than 5 completed years. The calculation of gratuity  21.9 Any holiday falling within the leave period shall be treated as part of the not less than 5 completed years. The calculation of gratuity  21.10 Taking leave during the term of work should be avoided as                                 |                      |
| Taking leave during the term of work should be avoided a possible in the interest of the students. However, the management of the case may be, along with dearness allowance only.  | ment will            |
| NT FUND 21.11 To avoid inconvenience to the students a teaching staff member  | r availing           |
| himself/herself of leave should either arrange for his/her classes conducted by other teachers/ colleagues, or on return, should additional classes to make good the missed classes.  |                      |

#### (BJES) - Service Conditions and Rules (BJES) - Service Conditions and Rules 21.12 TYPES OF LEAVE and he/she will be paid salary and allowances on pro rata basis in respect of the days during which he/she could not avail himself/herself of the 21.12.1 CASUAL LEAVE- CL 21.13.1 An employee is entitled to 12 days of casual leave in a year. 21.15 MATERNITY LEAVE 21.13.2 Casual leave can be availed of for a maximum of 3 days at a time. Female staff, excluding those on contract appointment, temporary, 21.13.3 For faculty and staff on probation or on contract, one CL per calendar probationary and part-time service, are entitled to maternity leave on full month is allowed. pay for a period not exceeding 90 days. This leave will be available up to twice in the entire career of the concerned staff. Only those having less 21.13.4 An employee who joins after the 15th of the month will not be eligible for than two surviving children are eligible for this benefit. CL during that month. 21.16 PATERNITY LEAVE 21.13.5 Casual leave can be taken for half day also. A male staff, excluding those on contract appointment, temporary, 21.13.6 Casual leave shall always be applied for before it is availed of. In case of probationary and part-time service, with less than two surviving urgency, however, this condition may be waived at the discretion of the children may be granted paternity leave for a period of 15 days during the sanctioning authority. confinement of his spouse i.e. up to 15 days before or up to six months 21.13.7 The authority competent to grant casual leave shall be the Principal/HM in from the date of delivery of the child. If such leave is not availed of within case of teachers / other staff working under his administrative control. this period it shall lapse. This leave will be available up to twice in the 21.13.8 In the case of Principal/HM, leave will be sanctioned by the Vice President/ entire career of the concerned staff. Secretary or any other person authorized by the Governing Body. 21.17 DUTY LEAVE **EARNED LEAVE - EL** Duty leave may be allowed to the teachers for attending meetings of the 21.14.1 The teaching staff is not entitled to EL as they have vacation University, NCERT, State Government Seminars, Conferences, Workshops etc. and for presenting extension lectures, if the sanctioning authority is satisfied 21.14.2 Confirmed Administrative and Supportive Staff who have completed one that such attendance / participation is in the interest of the Institution. In full academic year will be eligible for EL of 25 days in a year. such a circumstance, the concerned teacher should make suitable alternative 21.14.3 For those who join in the middle of the academic year, EL will be on a provision, as far as possible, that neither the work nor discipline suffers. prorated basis. 21.18 SICK LEAVE 21.14.4 Probationers shall not be entitled to any earned leave during the first year 21.18.1 Every employee is entitled to 3 days of sick leave in a year. of probation. 21.18.2 Request for sick leave should be supported by a medical certificate. 21.14.5 If a staff member is asked to work during EL, he/she shall be paid an additional allowance fixed by the management. Management may grant an additional leave of 15 days for serious accidents or hospitalization for serious ailments. 21.14.6 The non-teaching staff shall arrange with the Principal /HM in advance before availing himself/herself of the earned leave during the summer 21.19 MARRIAGE LEAVE vacation. The management gives 6 days of marriage leave for the marriage of the 21.14.7 In the case of exigency of work, the Principal or the Head of the Institution concerned staff member. This is not applicable to those on contract, may direct the non-teaching staff member who intends to avail himself/ temporary, probationary and part-time employment. herself of earned leave, to remain on duty during the earned leave period Page 16 Page 17

| 21.20   | Ph.D DEFENCE LEAVE  | 24.3  | Employees shall not represent BJES or any of its Institutions without the prior  |
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|         | The teaching staff that do their doctoral studies with the approval of the  |       | permission of the Management/ Principal/ HM.   |
| James 1 | management are eligible for 6 days of leave for the defence of their thesis.  | 24.4  | No employee should sign any document or financial vouchers on behalf   |
| 21.21   | EXTRAORDINARY LEAVE ON LOSS OF PAY  |       | of BJES or any of its Institutions unless authorised by the Management<br>Principal/ HM.   |
|         | The management may, at its discretion, sanction extraordinary leave on loss of pay.   | 24.5  | No employee is permitted to carry on any private business or undertake any part-time job.  |
| 22      | UNAUTHORISED ABSENCE  | 24.6  |  |
| 22.1    | Absence without leave shall be construed as misconduct unless it is satisfactorily established that circumstances beyond one's control  | 24.6  | No teacher shall engage in any kind of private tuition or regular teaching<br>in any other institution.  |
| 22.2    | occasioned the lapse.  Except in the case of sudden illness, previous permission should be  | 24.7  | All employees should record/sign the attendance register twice daily -<br>the first time while reporting for duty in the morning and the second time<br>while reporting for duty in the afternoon.   |
|         | obtained from the Principal/HM for availing oneself of leave, and arrangements made before classes begin. Furnishing information after the commencement of the classes will be considered highly irregular and leave may be refused except under extraordinary circumstances. | 24.8  | Every employee should be present for his/her duty on time. Every three instances of late attendance of 10 minutes will be considered as half a day of casual leave. In case no leave is available it will be considered as loss of casual leave. |
| 22.3    | Salary for the day/s of absence without authorized leave shall be deducted from the monthly pay unless satisfactory reasons are provided by the staff to the Principal / HM. Any salary paid during the period of absence or for  | 24.9  | when someone needs to go out of the premises during working hours for any work, he/she should obtain the prior permission of the Principal/ HM.  |
|         | any other reason shall be recoverable if it is found to be irregular.   | 24.10 | While on duty, employees should not entertain personal visitors.   |
| 23.     | DISCIPLINE  | 24.11 | No employee is permitted to bring his/her child/children to the office or  |
| 23.1    | By accepting employment with BJES an employee agrees:   |       | place of work during the working hours.  |
| 23.1.1  | To work in a responsible, disciplined, harmonious and productive  | 24.12 | All official communications should normally be done in writing.  |
| 23.1.2  | manner; To be loyal to the Institutions of BJES and to act in a manner conducive  | 24.13 | Teaching staff must be present on the premises of the Institution for eighthours of work every day and a minimum of 44 hours a week.   |
|         | to the accomplishment of its objectives;  | 24.14 | Teaching staff will devote their whole time to the duties of their   |
| 23.1.3  | To abide by the service conditions of BJES as well as any other lawful and  |       | employment.  |
| 24.     | reasonable instructions, written or verbal, given by his / her Superiors.  RULES FOR EMPLOYEES  | 24.15 | The teaching staff shall not arrange for substitutes or exchange their hours o<br>work with those of other teachers without the prior sanction of the Principa   |
| 24.1    | No employee shall keep in person or take out of the office, any document  |       | / HM. Teachers shall not change the rooms they are assigned to teach in.   |
| 2-1.1   | of the Institution, either original or copies, without the explicit written permission of the Management.   | 24.16 | The teaching staff should be punctual for their classes. They shall be present at their classroom at the first bell and enter it at the second bell.   |
| 24.2    | Matters relating to the affairs of BJES, its members, its clients or its students shall not be divulged by any employee to an unauthorised person (whether staff, students, employees or outsiders).  |       | (where such system exists) to begin the class without delay. Teacher may not dismiss the classes earlier than the close of the assigned hour They shall not cancel any class without prior permission of the Head of the Institution.            |
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## Governance, Leadership and Management

| (mana)   | Service Conditions and Rules   | -   | (BJES) - Service Conditions and Rules   |
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| 24.17  | Teachers shall be available in the campus for helping students in their studies outside the class hours. All teachers shall deem it their duty not only to teach the matter contained in the syllabus but also endeavour to inculcate both by example and work a value system articulated in the Institution calendar, in keeping with the aims and objectives of the Institution. | 24.25   | The working hours of non-teaching staff will be as specified either in the appointment letter or changed and fixed through written or oral communication; for class III and IV employees they would be 48 hours per week of six working days. The total span of duty for class IV employees should not exceed 12 hours a day. |
| 24.18 The teaching staff members shall devote their energies to develop and improve their academic and professional competence by availing themselves of all opportunities to attend and participate in academic programmes such as seminars, orientation courses and in-service programmes. Whenever such programmes are arranged on the campus | 24.26  | All members of the staff shall show due respect to the legitimate authorities governing the Institution. They are expected to receive guidance and instructions from the Principal as the Head of the Institution/Deans/Heads of Department and others who hold authority over them in the discharge of their duties. |   |
| 24.10  | and relevant notice is given, participation in the same shall be obligatory on all staff members.  | 24.27   | No member of the staff shall approach higher authorities of the Institution or of the Education Department or of the Government in connection with  |
| 24.19  | Annual or bi-annual evaluation of the performance of teachers in teaching, research and training programmes will be part of the annual evaluation  |   | any matter connected with the Institution except through the Prin Head of the Institution.  |
|  | required for increments and promotions and other decisions regarding tenure, extension or termination of contract, probation, etc.   | 24.28   | Every staff member shall attend the Institution dressed in a manner befitting his/her profession. The Management may, if it finds necessary,  |
| 24.20  | The workload of teachers shall be as prescribed by the University/<br>Government from time to time. However, the Management may,   |   | prescribe a dress code for the staff and students.  |
|  | depending on the kind of projects that they are asked to handle, make adjustments in the workload of staff members in research and evaluation project and the workload may be increased by the Management to meet specific needs of the students.  | 24.29   | No Tenure staff shall apply for appointment elsewhere except through<br>the Principal / HM. However, staff members may apply for appointments<br>outside without reference to the Principal/HM within one month prior<br>to the completion of the probation period or three months prior to the                               |
| 24.21  | The teaching staff shall take great care in the use and handling of equipment and tools as well as all facilities, study materials and such other objects  | 24.30   | completion of a given tenure.  All members of the staff shall help the Institution authorities to enforce   |
|  | placed at their disposal for the purpose of work, recreation and general welfare.  | 21.30   | and maintain discipline and inculcate good habits among students.   |
| 24.22  |  | 24.31   | An employee shall not refuse to carry out the decisions taken by<br>appropriate administrative and governing bodies of the Institution and<br>shall not disrupt functions or activities sponsored or authorized by the<br>Institution.  |
|  | programmes and extracurricular activities. They shall also be required to do examination work within the Institution without any remuneration.   | 24.32   | An employee shall not engage himself/herself in any act prejudicial to the interests of the Management or Institution   |
| 24.23  | No teacher shall discriminate against students on political / social / religious grounds or for other reason and shall not incite students against other students or other teachers, colleagues or the Management.   | 24.33   | An employee is not permitted to join any association or trade union within or outside the Institution.  |
| 24.24  | A teacher shall not be partial in assessment of students and shall ensure that the evaluation of students reflects their true merits. He/she shall not indulge in victimization (of students or colleagues) on any ground.   | 24.34   | No staff member may join a political party or directly allow himself or herself to be elected or nominated as a member of a political party or a legally banned organization. No staff member can participate in any activity   |

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| P       | questioning the lawful authority of the government, or join organizations whose philosophy and ideology runs counter to the philosophy and   |       | bear upon the authorities of the Institution to further his/her interest in   |
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|         | principles of the Society.   |       | respect of matters pertaining to his/her service in the Institution.  |
| S       | A staff member offering himself/ herself for election to any public office shall have to first resign from service; provided that on the date, the   | 24.45 | The regular staff shall be at the disposal of the Institution in such capacity and at such places as may, from time to time, be directed by the Principal Governing Body.   |
| n       | nomination of the teacher for any public office is filed, he/she would be deemed to have automatically vacated his/her office, even if he/she had not resigned or his/her resignation has not been accepted.   | 24.46 | Persons appointed on contract basis may apply for a job or a post outside<br>the Institution if the post or the job for which they are applying is to<br>commence from a date after the expiry of the period of contract.   |
| В       | No employee shall, except with the previous permission of the Governing 30dy, participate in the editing or managing of any newspaper or periodical, or act as a correspondent of a newspaper or periodical.   | 24.47 | No employee shall absent himself/herself from his/her duties without having first obtained the permission of the authority as provided in the leave rules.  |
| a       | No employee shall in any manner criticize in public any administrative action of the Governing Body.   | 24.48 | No employee shall take part in any activity which in the judgment of the<br>Principal / HM will lead to indiscipline in the Institution.  |
| 24.38 N | No employee shall, except in accordance with any special or general order of<br>the governing body or in the performance in good faith of the duties assigned  | 25.   | RESIGNATION   |
| t d     | o him/her, communicate, or pass on, directly or indirectly any official document or information to any employee or to any other person to whom ne/she is not authorized to communicate such document or information.   | 25.1  | A tenure staff member may, at any time, resign his/her post by giving the Management three months notice in writing or three months salary in lieu thereof. Resignation becomes effective only when it is accepted by the   |
| 24.39 N | No employee shall, except with the previous sanction of the Governing  |       | management.   |
| 24.40 N | Body, engage directly or indirectly in any trade, occupation or business.  No employee shall appear for any examination without obtaining prior permission of the Principal/ HM.   | 25.2  | An employee who has given notice regarding his/her intention to resign<br>from the services of BJES will not be allowed to withdraw the same after<br>the said notice has been accepted by the Management.  |
| 24.41 A | An employee may undertake honorary work of a purely social or charitable nature or occasional work of a literary, artistic or scientific character, subject to the condition that his/her official duties do not thereby suffer, but he/she shall not undertake or shall discontinue such work, if so directed by the Director/ Principal of the Institution, and in | 25.3  | In the interest of the students and to maintain overall administrative efficiency no staff member, permanent or otherwise, shall leave service in the middle of the academic year. If any staff member leaves the job during the academic year or in violation of any part of this rule shall not be eligible to receive the service certificate from the management. |
| c       | ase of the Principal, if so directed by the Governing Body.  | 26.   | AGE OF RETIREMENT/ SUPERANNUATION   |
| fc      | No employee of the Institution shall write / guide or edit a book. He/she shall collow the procedure laid down by the University in case he/she intends to sublish any work with the prior approval of the Governing Body.   | 26.1  | Regular/tenure staff shall retire from the service of the Institution on completion of 58 years of age. In case he/she attains 58 years of age during the academic year the management may permit him/her to continue till  |
| W       | An employee shall avoid habitual indebtedness or insolvency. An employee who becomes the subject of legal proceedings on account of his/her debts  | 26.2  | the end of the year.  The superannuated staff may be re-employed on contract basis for 11   |
|         | or insolvency shall forthwith report the full facts to the Principal/ HM.  No employee shall bring or attempt to bring any outside influence to  |       | months at a time, on a consolidated honorarium and subject to specific terms and conditions.  |

| 27.  | RETURN OF PROPERTY   | 29.9       | Absence from duty without previous intimation  |
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|      | A staff member, before leaving the service, shall give an account of all property of the Institution in his / her possession, custody or charge.   | 29.10      | Negligence of academic or extracurricular or clerical or other duties that may have been assigned by the Head of the Institution/Principal |
|      | He /she shall hand over the charge of his / her post to a duly authorized employee and shall return to the Institution all books, apparatus, furniture,  | 29.11      | Non-discharge of duties in relation to the assigned examination work   |
|      | etc. issued to him/her. If he/she fails to do so, the management shall recover the amount due from him/her, in respect of the above items from   | 29.12      | In spite of repeated instructions, failure to keep up-to-date in academics and keep one's knowledge abreast.                               |
|      | his/her last salary or from the gratuity amount payable to him/her. The amount to be so deducted will be decided by the management.  | . 29.13    | Failure to complete teaching of the prescribed syllabus within the stipulated period.  |
| 28.  | TERMINATION OF PROBATIONARY STAFF.   | 29.14      | Such other deficiencies in teaching or assigned work as would lead to  |
| 28.1 | The services of a staff member that is on probation may be terminated at any time without assigning any reason, after giving one month's notice or   |            | failure in imparting instruction to students, or be detrimental to the smooth running of the Institution.                                  |
|      | paying one month's salary in lieu of the notice.   | 29.15      | Unsatisfactory service.  |
| 28.2 | If during the period of probation, the work or conduct of an employee is not found satisfactory, the appointing authority may: - (i) In the case of a person appointed by promotion/transfer, may revert him/her to the post | 29.16      | Inefficiency, incompetence or indiscipline which is liable to bring down the reputation of the Institution                                 |
|      | held by him/her immediately before such appointment and (ii) in the case   | 29.17      | Misconduct   |
|      | a person appointed by direct recruitment, terminate his/her services.  | 29.18      | Wilful and persistent neglect of duty  |
| 29.  | TERMINATION OF THE REGULAR/TENURE STAFF  The services of regular/tenure staff may be terminated for  | 29.19      | Participation directly or indirectly in unauthorized coaching classes/   |
|      | any of the following reasons:  | 29.20      | Any activity objectionable in the opinion of the Management or expressly   |
| 29.1 | If the employee becomes of unsound mind or physically incapacitated.   | 27.20      | forbidden by these rules.  |
| 29.2 | If the employee becomes insolvent.   | 29.21      | If the employee indulges in such acts of conduct which are prejudicial to<br>the interests, objectives or reputation of BJES.              |
| 29.3 | If the employee is convicted of any criminal offence involving moral turpitude.  | 29.22      | In the opinion of the Management, any serious violation of service rules.  |
| 9.4  | Moral turpitude  | 30.        | MISCONDUCT   |
| 9.5  | If the management loses confidence in the employee.  | - Interest | Different types of misconduct mentioned below are intended to provide  |
| 9.6  | The nature of service rendered is no more required by BIES.  |            | examples of behaviour inconsistent with the principles held by BJES and  |
| 9.7  | The employee absents from duty for more than ten consecutive days  |            | hence they shall not be understood to be a complete listing of behaviour<br>or activities that may be deemed to constitute misconduct.     |
|      | without leave or overstays beyond the sanctioned leave.  | 30.1       | ACTS AMOUNTING TO MINOR MISCONDUCT   |
| 9.8  | Dereliction of duty like not engaging oneself in the allotted classes or not completing the prescribed syllabus or not doing the allotted work.  | 30.1.1     | Absence from duty up to three days without proper permission from the concerned Superior.  |

| 30.1.2  | Idling or loitering during the duty hours.   | 30.3.4  | Any action which may result in or create a situation detrimental to the  |
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| 30.1.3  | Entering or leaving, attempting to enter or leave the office except in   |         | reputation of BJES Institutions, outside or within the office.   |
|         | accordance with the rules and orders.  | 30.3.5  | Engaging directly or indirectly in trade or commercial activity, other   |
| 30.1.4  | Late attendance or leaving the place of work earlier than the appointed time without proper approval from the concerned official.  |         | employment or any activity without the written permission of the<br>Management.  |
| 30.1.5  | Low work production.   | 30.3.6  | Sexual harassment.   |
| 30.1.6  | Abetting any minor misconduct.   | 30.3.7  | Borrowing money from subordinates, colleagues, outsiders or people   |
| 30.1.7  | Failure to sign / record the daily attendance register.  |         | with whom BJES Institutions conduct business.  |
| 30.2    | PENALTY FOR MINOR MISCONDUCT   | 30.3.8  | Defamation of fellow employees.  |
|         | An employee found guilty of minor misconduct may, amongst other punishments:   | 30.3.9  | Impertinence, insubordination or disobedience, whether wilful or otherwise and whether or not in combination with others, to any lawful or reasonable order of the superior or the commission of any act subversive  |
| 30.2.1  | be warned by a letter.   |         | of discipline or of good behaviour.  |
| 30.2.2  | be censured.   | 30.3.10 | 0, 0, 0  |
| 30.2.3  | be fined   |         | furtherance thereof.   |
| 30.2.4  | be suspended without pay for a period not exceeding four days.   | 30.3.11 | Wilful slowing down in performance of work, malingering or abetting or<br>instigation thereof, or interference with the work of other employees.   |
| 30.2.5  | Before imposing a minor penalty the concerned staff member shall be given an opportunity to explain in writing why he/she should not be punished in respect of the misconduct on his/her part. The nature and quantum of punishment shall be decided in the light of the explanation given by the concerned staff member.  | 30.3.12 | Misuse of the vehicles of the Institution: i.e., carrying unauthorized passengers, driving without valid Driving Licence, using vehicles for personal trips without proper authorization, permitting unauthorized persons to drive, rash and negligent driving, driving under the influence of alcohol/drugs and any other use of the vehicle which negatively affects |
| 30.3    | ACTS AMOUNTING TO MAJOR MISCONDUCT   |         | the reputation of the Institutions run by BJES   |
| 30.3.1  | The state of the s | 30.3.13 | Theft, fraud or dishonesty in connection with the business or property of the Institutions or of the property entrusted to the Institution or of any other employee of BJES, or of any visitor to the premises of the Institutions.  |
| 0311    | etc.   | 30.3.14 | Acceptance of gifts from other employees especially from subordinate employees.  |
| 0.3.1.1 | Deliberately making false statements or by concealment of his/her true references which would have prevented his/her appointment.  | 30.3.15 | Absence without leave for more than 3 days or over-staying the sanctioned  |
| 0.3.2   | Breach of service conditions of BJES.  |         | leave, for more than 3 days, without sufficient grounds or proper or satisfactory explanation.   |
| 0.3.3   | Giving or accepting bribes or receiving kick-backs in any form, including money, services or gifts.  | 30.3.16 |  |

| 30.3.17 | Irregular and habitual late attendance.  | 30.3.34 | Conviction in any court of law for any criminal offence involving moral   |
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| 30.3.18 | Habitual negligence or neglect of work.  |         | turpitude.  |
| 30.3.19 | Wilful absence from duty.  | 30.3.35 | Wilfully making statements which are, or which are known to be, false or  |
| 30.3.20 | Breach of any law, rules or orders amounting to indiscipline.  |         | a misrepresentation of facts  |
| 30.3.21 | Carrying or possession of any lethal weapon or instrument within the premises of the Institutions.   | 30.3.36 | Interfering or tampering with the official records, attendance registers, documents, identity cards, etc. pertaining to himself/herself or any other employee or the staff or the students.                                       |
| 30.3.22 | Use of physical violence.  | 30.3.37 | Purchasing or selling properties, machinery, stores etc., of the Institution  |
| 30.3.23 | Collecting any money within the premises without the permission of the Management/Principal.   |         | without the explicit permission of the Management/ Principal.   |
| 30.3.24 | P. Della Marchian Commission of the Commission o | 30.3.38 | Unauthorized removal or defacement of notices on the notice boards.   |
| 30.3.25 |  | 30.3.39 | Smuggling, aiding or being involved in any way in smuggling in contravention of any of the rules and regulations of the government.   |
| 30.3.26 | Being found in a state of intoxication or drug abuse.  | 30.3.40 | Unlawfully dealing in foreign exchange.   |
| 30.3.27 |  | 30.3.41 | Wearing unauthorized badges/uniforms/signs or distributing or exhibiting within the premises unauthorized bills/placards, pamphlets, posters, etc.  |
| 80 3 28 | Wilful damage to work in progress or to any property of the  | 30.3.42 | Incivility to Superiors, co-employees and visitors.   |
| 70.3.20 | Institutions.  | 30.3.43 | Use of abusive language against the management or anyone connecte with the Institution  |
| 30.3.29 | Interference with any safety device installed in or around the premises  | 20.2.44 |   |
|         | or wilful breach of any expressly prohibited act as regards the safety and health of employees and the safety of the property of the Institutions, or an act exposing the Institutions to any penalty under any applicable law.  | 30.3.44 | Threatening or attempting to threaten or intimidating or using any force<br>or violence against an employee or Superior, or any person within the<br>premises or outside - if such behaviour has direct bearing on the discipline |
| 30.3.30 | Organizing, attending or holding any meeting or taking out processions   |         | and reputation of the Institution.  |
|         | inside the premises of the Institutions without the prior permission of the Management.  | 30.3.45 | Refusal to accept a charge sheet, order or other communication served in accordance with these service conditions.  |
| 0.3.31  | Disclosure to any unauthorized person any information relating to  | 30.3.46 | Insubordination   |
|         | BJES or its Institutions or communicating directly or indirectly to any outside party any document or information which has come into his/her  | 30.3.47 | Failure to inform the concerned officials/authorities of the occurrence   |
|         | possession, or of which he/she has secured knowledge in the course of his/her duties unless expressly permitted in writing by the Management.  |         | of a notifiable or contagious disease contracted by an employee or any member of his/her family or any visitor/relative residing with him/her for   |
| 0.3.32  | Smoking within the premises of the Institutions.   |         | the time being.   |
| 0.3.33  | Sleeping while on duty or in any part of the premises of the Institution, except in the place and time specifically notified for the purpose.  | 30.3.48 | Failure on the part of an employee to present himself/herself for periodic medical check up when so directed.   |

| 30.3.49 | An act prejudicial to the proper management of the Institution.   |        | unsatisfactory, the Management will inform the concerned employee that  |
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| 30.3.50 | Indulging in activities likely to cause communal or sectional disharmony or promote anti-secular feelings amongst the students or staff or create disaffection among any section of society.  | 30.5.3 | there will be a domestic inquiry into the matter.  Intimation of the Inquiry: If after due consideration, the Management  |
| 30.3.51 |   |        | finds the explanation given by the employee unsatisfactory it will appoint<br>one of its personnel or an outsider to conduct a hearing on the matter. A<br>letter will be given to the employee informing him/her of the date, place<br>and time for the inquiry and the name of the inquiry officer. |
| 30.4    | PENALTY FOR MAJOR MISCONDUCT  | 30.5.4 | Domestic Inquiry: The purpose of the inquiry is to give the employee  |
|         | An employee found guilty of major misconduct may be awarded, amongst other punishments, the following:  |        | full opportunity to prove his/her innocence of the charge. The charge-<br>sheeted employee will be entitled to be represented by a co-employee  |
| 30.4.1  | Warning or censure or reprimand   |        | and he/she will not be allowed to be represented by a lawyer or a person from outside St Joseph's Institutions.   |
| 30.4.3  | Suspension from work with loss of pay.  | 30.5.5 | Governing body may suspend him/her with immediate effect. The period  |
| 30.4.4  | Withholding or stoppage of increment or promotion.  |        | of suspension shall not exceed three months within which the enquiry<br>must be completed. During the period of suspension the staff member   |
| 30.4.5  | Demotion (including reduction to a lower stage in the same scale of   |        | shall be paid an allowance equal to half the amount of his/her salary.  |
|         | ).  | 30.5.6 | by the Management. Should an employee be exonerated he/she shall be paid his/her full salary for the period of suspension after deducting the   |
| 30.4.6  | Compulsory retirement   |        |   |
| 30.4.7  | Recovery from pay or from such other amount as may be due to the staff, the whole or part of any pecuniary loss caused to the Institution by the negligence or breach of trust on the part of the staff member.   |        | subsistence allowance already paid to him/her. If found guilty he/she will<br>not be entitled to his/her salary other than the subsistence allowance for<br>the period of suspension already paid to him/her.   |
| 30.4.8  | Dismissal / Termination of service  | 30.5.7 | Findings of the Inquiry Officer: The inquiry officer will record his/   |
| 30.5    | PROCEDURE FOR MAJOR DICIPLINARY ACTION  |        | her findings on the basis of the testimony presented and give his/her decision with regard to the charge, clearly stating the reasons for his/her conclusion.   |
| 30.5.1  | The Charge Sheet: If there seems to be a reason for believing that a major misconduct has been committed, the concerned employee shall be given a charge sheet, stating the allegation against him/her, and asking for a written explanation within a specified time.                         | 30.5.8 | The decision by the Management on the penalty if the guilt is established: The Management will decide on the appropriate penalty according to the gravity of the misconduct and pass an order.  |
| 30.5.2  | Consideration of the employee's reply to the charge sheet: The explanation to the charge sheet will be considered by the Management. If the employee admits to the charges the Management shall take appropriate disciplinary action. If the explanation given by the employee is found to be | 30.5.9 | <b>Ex-parte Inquiry:</b> If an employee concerned fails to appear before the inquiry officer at the appointed time and place without showing sufficient cause to the satisfaction of the Inquiry Officer, then the inquiry will be heard in his/her absence.  |

### (BJES) - Service Conditions and Rules

#### 30.6 POWER TO IMPOSE PENALTIES

30.6.1 The power to impose penalties on the staff will rest with the management in respect of major misconducts and with the Director/Principal / HM in respect of minor misconducts.

#### 31. COMPLAINTS (Grievance Procedure)

- 31.1 All complaints arising out of employment, including those relating to unfair treatment, shall be submitted by the employee to the Director/Principal/ HM in writing within 24 hours of occurrence of the cause for complaint.
- 31.2 If an employee feels that he/she has not obtained redress within 72 hours, he/she may submit his/her grievance in writing and present it to the Vice President.
- 31.3 On receipt of a complaint, the Vice President will examine the complaint (if he thinks fit he may appoint a Committee for this purpose) and give his decision within 30 days.

## Jesuit Education ...

- Is world-affirming: Jesuit education acknowledges God's
  presence and action in all of creation: in nature, in history and in
  persons. Therefore, it affirms the radical goodness of the world
  and it regards every element of creation as worthy of study and
  contemplation, capable of endless exploration.
- Cares for each person: Jesuit education recognizes the developmental stages of intellectual, affective and spiritual growth and assists each student to mature gradually in all these areas.
- Is value-oriented: Jesuit education includes formation in values, in attitudes, and in an ability to evaluate criteria; encourages a realistic knowledge, love, and acceptance of self. It provides a realistic knowledge of the world in which we live.
- Pursues excellence: The Jesuit education helps students to develop the qualities of mind and heart that will enable themin whatever station they assume in life - to work with others for the good of all.
- Is to form men and women for others: Jesuit education helps students to realize that talents are gifts to be developed, not for self-satisfaction or self gain, but rather, with the help of God, to be utilized for the good of the human community. Students are encouraged to use their gifts in the service of others, out of a love for God.

St. Joseph's College of Commerce (Autonomous)