

Diocese of Rajkot

GEBCI Guidelines to Policies and Employees Service Rules

adopted for the Educational Institutions of the Diocese of Rajkot

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First Edition : April, 2019 (1st Print - 1000 Copies) July, 2020 (2nd Print - 1000 Copies)

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Published by:

Diocese of Rajkot Bishop's House, P.B. No.1501, Kalawad Road, Rajkot - 360 005, Gujarat - INDIA Phone: 0281-2563891, 2563203

Designed by : Mr. Ketan Pateliya

Trusts and Schools under the diocese of Rajkot

The following is the list of Trusts which are under the Diocese of Rajkot that adopted the "GEBCI Guidelines to Policies and Employees Service Rules as adopted by the Educational Institutions of the Diocese of Rajkot". The following is the list of schools in which this policies and service rules are implemented from the academic year 2019-2020

	Name of School	Name of the Trust	Date of Adoption
1	St. Mary's School Amreli	Amreli Education & Charitable Trust	10-09-2018
2	St. Thomas School Rajula	Amreli Education & Charitable Trust	10-09-2018
3	St. Xaviers School, Jail Road	Bhavnagar Catholic Education Society Trust	20-04-2019
4	St. Mary's School, Sihor	Sachidananda Vidyalaya Trust	10-09-2018
5	Sachidanand Gurukul High School, Sihor	Sachidananda Vidyalaya Trust	10-09-2018
6	St. Mary's School - Gujarati Medium - Bhavnagar	Vidyajyoti Charitable Trust	12-09-2018
7	St.Mary's School - English Medium - Bhavnagar	Vidyajyoti Charitable Trust	12-09-2018
8	Thomas Eng. Med.School, Moti Khavdi	Jamnagar Educational & Charitable Trust, Jamnagar	10-09-2018
9	St. Mary Priamary School, Bhimrana	Jamnagar Educational & Charitable Trust, Jamnagar	10-09-2018
10	ST. Mary's High School - Veraval	Stella Maris Trust (Scheme to be proposed since sole trustee)	00-09-2018
11	St. Xavier's School, Bhuj	Kutch Kelvani Mandal	10-09-2018
12	St. Xavier's School - Adipur	Kutch Kelvani Mandal	10-09-2018
13	St. Mary's School - Kandala	Kutch Kelvani Mandal	10-09-2018
14	ST. Xavier's School - Raidhanpar	Kutch Vikas Trust	10-09-2018
15	ST.Xavier's English School - Naliya	Kutch Vikas Trust	10-09-2018

16	ST. Thomas English School - Dhaneti	Kutch Vikas Trust	10-09-2018
17	St.Xavier's School - Bhachav	Poornodaya Trust, Mundra	11-09-2018
18	St. Xavier's School - Adipur	Shree Arunodaya Education Trust	12-04-2018
19	St. Xavier's School - Bhuj	Shree Arunodaya Education Trust	12-04-2018
20	St. Mary's School - Kandala	Shree Arunodaya Education Trust	12-04-2018
21	St. Xavier's KG School - Bhachav	Vishwa Dipti Trust	09-09-2018
22	St. Mary's School, Gondal	Gondal Kelvani Samaj Trust	11-09-2018
23	St.Francis School- Jetpur	Jetpur Kelvani Samaj	10-09-2018
24	St.Mary's School – Gondal	Lok Kalyan Trust (should go for scheme since sole trustee)	06-09-2018
25	St.Mary's School – Morbi	Lok Kalyan Trust (should go for scheme since sole trustee)	06-09-2018
26	St. Mary's Higher Secondary School - Morbi	Morbi Kelvani Samaj	05-09-2018
27	ST.Mary's English School - GIDC - Bhuj	Navjeevan Trust	12-01-2019
28	Christ School – Rajkot	Rajkot Diocese Trust	07-09-2018
29	Navshakti Vidyalaya - Rajkot	Rajkot Diocese Trust	07-09-2018
30	Christ College	Rajkot Kelvani Samaj	08-09-2018
31	Christ Polytechnic	Rajkot Kelvani Samaj	08-09-2018
32	Christ Institute of Management	Rajkot Kelvani Samaj	08-09-2018
33	St. Mary's School - Gondal	Rajkot Kelvani Samaj	08-09-2018
34	St. Francis School- Jetpur	Rajkot Kelvani Samaj	08-09-2018
35	St. Mary's School - Morbi	Rajkot Kelvani Samaj	08-09-2018
36	St Ann's Higher Secondry Section, Vadinar	Rajkot Kelvani Samaj	08-09-2018
37	St Ann's School, Vadinar	Sanjose Educational & Charitable Trust	11-09-2018
38	Dayamayi Mata School – Surendranagar	Dayamayi Mata Education Trust	10-09-2018
39	ST. Joseph's School - Lakhtar	Dayamayi Mata Education Trust	10-09-2018
40	St.Thomas School - Gujarati Medium - Limbdi	Jeeth Prakash Trust	09-09-2018
41	St.Thomas English Medium School - Limbdi	Jeeth Prakash Trust	09-09-2018

The list given above is not exclusive. GEBCI Guidelines to Policies and Employees Service Rules as adopted by the Educational Institutions of the Diocese of Rajkot shall be applicable to any educational institutions established, taken over or managed by Rajkot Diocese in future unless there is a special notification by the diocese and particular trust.

Bishop Jose Chittooparambil CMI Bishop of Rajkot 1 April, 2019

PREFACE

"GEBCI Guidelines to Policies and Employees Service Rules adopted for the Educational Institutions of the Diocese of Rajkot" is prepared after sufficient consultation and deliberations of various stake holders involved in the education ministry of the Diocese. Rajkot Diocese has adopted the GEBCI Guidelines to Policies and Employees Service Rules for its institutions with very minimal amendments. It will be a great instrument for transparency, accountability and fair treatment of the persons who are employed in various educational institutions of the Diocese. I appreciate all those who put effort in bringing out this instrument for ready reference. I appeal to all the schools of the diocese to strictly follow the guidelines and policies and make the education ministry more effective and constructive. Yours in Our Lord

Bishop Jose Chittooparambil CMI Bishop of Rajkot 1 April, 2019



GUJARAT EDUCATION BOARD OF CATHOLIC INSTITUTIONS

Bishop's House, Mirzapur, Ahmedabad - 380 001.

Trust Reg. No. F/3542/Ahmedabad of 14-6-1993 • Society Reg. No. Guj/3676/ Ahmedabad of 14-6-1993

EXTRACT OF THE RESOLUTION

"It has been resolved unanimously in the trust meeting held on 24th October, 2016 at St. Xavier's, Loyola Hall-Ahmedabad to impress upon the Gujarat Education Board of Catholic Institutions (GEBCI) Affiliated member schools of all the 4 dioceses namely Ahmedabad, Baroda, Rajkot and Gandhinagar to implement the 'GEBCI Guidelines to Policies and Employees Service Rules' prepared by GEBCI in their respective schools from the new academic year 2017-2018. It was further resolved to print 500 copies of 'GEBCI Guidelines to Policies and Employees Service Rules' booklets and distribute the same to all the heads of the GEBCI affiliated educational institutions in the State of Gujarat".

Sd/-

Date: 24th October, 2016

Place: St. Xavier's, Loyola Hall-Ahmedabad

ACKNOWLEDGMENT

'GEBCI Guidelines to Policies and Employees Service Rules' are the hallmarks of an institution. They reflect the seriousness of the Institution to communicate valuable information to its employees, what it expects from them and what they can expect from the employer. 'GEBCI Guidelines to Policies and Employees Service Rules' are also prepared for different stake holders, to determine the place of the organization in society, in the Education sector and to showcase what makes the organization a good place to work in and realize one's potentialities.

'GEBCI Guidelines to Policies and Employees Service Rules' help the Institution to accomplish desired goals – its Vision! It sets the tone of accomplishing the Vision of the Institution (wherever that may be) in an orderly manner. It serves as strength and power to the employer and the employee for they experience security within the ambit of the workplace. Along with this security the employer and the employee build a trustful relationship which helps to create a positive atmosphere. It motivates the employee and the employer to invest his/her talent to the fullest. On the other hand these 'GEBCI Guidelines to Policies and Employees Service Rules' serve as a reference and shield of charges against discrimination or unfair treatment.

Preparing these 'GEBCI Guidelines to Policies and Employees Service Rules' I am obliged to many persons. I wish to acknowledge their contribution and generosity. I thank them

very sincerely for all their efforts. It has been a common venture.

I thank our GEBCI Former Chairperson Archbishop Emeritus Stanislaus Fernandes SJ, present Chairperson Archbishop Thomas Macwan, Bp Godfrey de Rozario SJ and Bp. C. C. Jose for their constant support and blessings.

I personally thank the team of Principals and the members of the governing body of GEBCI, Fr. Teles Fernandes, Fr. Hector Pinto SJ, Fr. Martin Philip George CMI, Fr. Anthony Pinto SDB, Sr. Renuka AC and Sr. Bini Joseph CCV, Fr. Durai Fernand SJ and Fr. Titus D'Costa. A special thanks to Fr. Thomas Mathew, (MSW, LLM) of Rajkot Diocese, for his expertise and competency in compiling the text and the valid legal opinion rendered from his vast knowledge of the subject in preparing the document.

This document is prepared with the help of the previous GEBCI Service Rules, the Jabalpur Diocesan Education Society Service rules, Various Acts and Government Regulations and many more.

May these 'GEBCI Guidelines to Policies and Employees Service Rules' be a guiding light to one and all involved in the Education Ministry in our Dioceses, especially to serve and uplift the poor and the marginalized!

Fr. Royston Fernandes SJ Secretary GEBCI Ahmedabad

FOREWORD

'GEBCI Guidelines to Policies and Employees Service Rules' are going to be a blessing to all our Catholic schools in Gujarat. The efforts made so as to lead, guide and support all our schools with one common Rule and Policy so that we all work united under the aegis of GEBCI. These 'GEBCI Guidelines to Policies and Employees Service Rules' itself are respite for all those who would like to run the schools in an appropriate manner and who are in constant need of some support to administer and govern the school. Like every sport has its own rule for fair play so also these Service Rules are meant for fair and just governance of the school.

I find these 'GEBCI Guidelines to Policies and Employees Service Rules' a very handy instrument for the school men and women to follow. The purpose of these Policies and Service Rules is that all our schools follow a common guide line in managing daily affairs of the schools.

Most of our appointments in the Grant-in-aid sections follow the marking schemes of GEBCI and they are approved by the Department of Education at Gandhinagar. Thus the GEBCI Guidelines to Policies and Employees Service Rules make sense to all those candidates appointed in our schools. I appreciate the efforts put in by the team of Principals lead by the Secretary of GEBCI Fr. Royston Fernandes SJ and Fr. Thomas Mathew of Rajkot Diocese. They have worked hard for last four years in framing these Guidelines to Policies and Service Rules. Fr. Royston Fernandes SJ took up the challenge to prepare them and elicited strong support and confidence from the team he made.

I would invite every school Principal to use these 'GEBCI Guidelines to Policies and Employees Service Rules' and let all the members of the Staff – teaching and non-teaching know these guidelines that brings us to work together.

The school is the temple of learning and so all those who come to our school, the children from Std. I to Std. XII, experience the just structures laid through these 'GEBCI Guidelines to Policies and Employees Service Rules'.

ARCHBISHOP THOMAS MACWAN CHAIRPERSON GEBCI,

AHMEDABAD

DISCLAIMERS

This Employee GEBCI GUIDELINES TO POLICIES & EMPLOYEES SERVICE RULES does not represent contractual terms of employment. It is, rather, an explanation of employment policies subject to change by GEBCI and respective Diocese/Religious/Trusts/Societies. No change in employment policy will be effective unless it is executed in writing by an authorized representative of GEBCI or respective Diocese/Religious/Trusts/Societies.

Employment at School is at-will. That is, either employee or employer may terminate the employment relationship at any time, with or without cause. The at-will relationship remains in full force and effect notwithstanding any statements to the contrary made by Trust/ Society /Company employees or set forth in any documents.

This handbook does not constitute a contract for employment either express or implied, and GEBCI and respective Diocese/Religious/Trusts/Societies reserves the right at any time to change, delete, or add to any of the provisions at its sole discretion. Furthermore, the provisions of this handbook are designed by GEBCI and respective Diocese/Religious/Trusts/Societies to serve as guidelines rather than absolute rules, and exceptions may be made from time to time on the basis of particular circumstances.

The interpretation of these GUIDELINES TO POLICIES & EMPLOYEES SERVICE RULES is reserved to GEBCI in case of any ambiguity, vagueness, indistinctness or dispute.

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VISION

"The Catholic Educational Institutions in Gujarat, inspired by the message of Jesus Christ, and in collaboration with our staff, parents and well-wishers, are called to impart quality education to our students, particularly the Christian Minority, the poor, marginalized, the backward communities and tribals by inculcating in them human values of universal love and brotherhood/ sisterhood and thus enabling them to grow, in an atmosphere of peaceful co-existence, into totally integrated human persons groomed to be come instruments of social transformations".



OBJECTIVES

- 1. To have a pattern of administration in the school on the basis of generally agreed policy guidelines, without damaging the autonomy and individuality of the institution.
- 2. To evolve a futuristic vision and school-specific targetoriented plan for our school.
- 3. To remain united in our fight against the growing menace of corruption and fundamentalism, without compromising on our mission of sustained development, quality concerns, and striving for excellence.
- 4. To fight narrow and sectarian ideologies and to inspire our staff, students and parents to strive for a humane society based on universal love and brother/sisterhood.
- 5. To inculcate in our students a strong sense of moral rectitude and foster in them a culture of peace in place of the cult of violence and immorality prevalent in the world of today.
- 6. To foster in our students patriotism and groom them to the task of nation building by becoming mature citizens of mother India.
- 7. To promote a respect for local customs and practices by common celebrations in the school of the national and local festivals.

- 8. To turn our special and concerted attention to the poor, marginalized and the down-trodden sections of our society and to consciously bring them up at par with the mainstream society.
- 9. To concentrate our time, energy and money and make conscious efforts to promote the well-being of all students and in particular our Catholic students.
- 10. To take active interest in educating and counseling our parents in their effort to bringing up their children as collaborators with the school.
- 11. To establish Parent-Teacher and Alumni Associations and involving them in the life, activities and development of the school.
- 12. To bring about Eco-Consciousness and foster love for Mother Earth among the students and parents.
- 13. To cultivate Human Rights Awareness among our wards.
- 14. To organize seminars, holiday camps and meetings to promote religious tolerance and communal harmony, to foster the values of socio-economic and caste and gender equality, character formation, cultivation of family bonds all aimed at the evolution of a more just and humane society.



GUIDELINES TO

POLICIES And EMPLOYEES SERVICE RULES

1. SCOPE

- 1.1. These policies and service conditions have been approved on 24th October, 2016, by the Governing Body of Gujarat Education Board of Catholic Institutions (GEBCI), consisting of representatives from all the Dioceses and Religious Trusts and Societies and will have force to supersede any previous rules or practices governing the services of teaching and non-teaching employees of each and every school registered with GEBCI, (established and managed by the Diocese and/ or Religious) and shall apply to all categories of employees in the employment on that date or thereafter.
- 1.2. These service rules are not exhaustive and may be modified by the Management as and when found necessary from time to time. Such modifications will come into effect from the date of notification. Such modifications in rules and regulations shall apply immediately to all employees of the schools superseding the rules and regulations in force at the time of appointment

- 1.3. All employees by their work and conduct, shall further the aims and objectives for which the School has been registered by GEBCI (established and is maintained by the Dioceses and/or by the Religious.)
- 1.4. These service rules are applicable to all the employees of the Schools registered under GEBCI (established and managed by the Diocese and/or Religious irrespective of their date of appointment and may be modified from time to time thereafter.)
- 1.5. In case of persons appointed on honoraria, or on parttime basis, or on contract, the applicability of these rules shall be subject to such special terms and conditions as may be decided by the Management from time to time.

2. **DEFINITIONS**

In these rules, unless the context otherwise requires:

- 2.1. **School** means the schools that are Registered under GEBCI (and are run by the Management of Catholic Archdioceses of Gandhinagar and Dioceses of Ahmedabad, Baroda, and Rajkot and the Religious Congregations), which as Christian Minority Institutions, come within the purview of Article 30 Clause (1) of the Constitution of India, imparting education.
- 2.2. **Board of trustees/management/governing board** means the committee charged with the management of affairs of the School, set up in accordance with the Deed or Memorandum and Articles of the Trust or Society
- 2.3. **Management committee** means the committee charged with the day to day management of the

- school. It consists of Managing Trustee, Manager, Principal, Vice-Principal.
- 2.4. **School Managing Committee** means the committee consists of Managing Trustee, School Manager, Principal, Vice-Principal, Parish Priest (if involved) Superior of the convent (if involved in school management) staff Secretary and discipline In-Charge
- 2.5. **Trust /Society** means the legal person registered under the Bombay Public Trust Act 1950 or Society Registration Act 1860, which established and manage the School in the Archdiocese of Gandhinagar and the dioceses of Ahmedabad, Baroda and Rajkot.
- 2.6. **Appointing Authority** in relation to an employee means authority empowered by the Trust / Society to make appointment/s to the grade in which the employee is for the time being included or the post which the employee for the time being holds.
- 2.7. **Manager** means the person for the time being managing the school and includes, any other officer duly authorized by the employer to act as a Manager on his behalf.
- 2.8. **Establishment** means the establishment of the schools run by the Trust / Society.
- 2.9. **Employer** means the Trust/Society/Company under the Archdiocese of Gandhinagar and the Dioceses of Ahmedabad, Baroda and Rajkot and the Religious Congregations that run the school
- 2.10. **Employees** mean all persons working as teachers and administration staff, who are in the whole time employment of the school.

- 2.11. **Principal** means the Head of the institution who is appointed by the Religious/Diocese/ Trust /Society for a specific term and who is responsible for the day to day administration of the School.
- 2.12. **Habitual Offence** means guilt of omission or commission of an act done repeatedly.
- 2.13. **Salary** means basic pay and all allowances except where otherwise defined.
- 2.14. **Disciplinary Authority** means the Appointing Authority or any other authority empowered by the MANAGEMENT and competent to impose any of the penalties as per the Rules.
- 2.15. **Human Resource Department** means the department established by the diocese/ Religious for management of Human Resource related procedures for the institutions in the diocese.
- 2.16. **Human Resource In-Charge** means the person who is authorized to do the Human Resource related procedures for the particular institution.
- 2.17. **Month** means calendar Month and in case of any settlement having completed 15 or more days in a calendar month is counted as a month.

NOTE:

- a) What is said about the male employees shall also apply to the female employees unless repugnant or inconsistent with the text or context.
- b) If the departmental rules in an aided institution prescribe otherwise in financial matters, they will prevail.

3. SCHOOL MANAGEMENT

- 3.1. The school is established by the Catholic Diocese or by the Religious Congregation and Registered under GEBCI (Gujarat Education Board of Catholic Institutions).
- 3.2. The Bishop of the Diocese is the head of all the Trusts and Societies incorporated under the Diocese. For the administrative purpose different Trusts and Societies are formed and managed by the diocese.
- 3.3. These Trusts or Societies are the legal owners of the Schools in the diocese. The Trustees or Members of the Societies are the accountable persons for the School.
- 3.4. The Trusts or Societies have different institutions under it and often the management of the school is entrusted to a School Managing Committee.
- 3.5. The School Managing Committee consists of Managing Trustee, School Manager, Principal, Vice-Principal, Parish Priest (if involved) Superior of the convent (if involved in school management), staff Secretary and discipline In-Charge.
- 3.6. The School Managing Committee must ensure the delivery of teaching and learning and the learning outcomes of students, ensuring compliance with the Education Ordinance and Education Regulations in its school operation and establishing proper channels of communication with staff, parents and members of the public.
- 3.7. It should meet at least twice a year to see to the well being of the school.
- 3.8. The secretary of the management committee in consultation with the principal/ Manager will prepare

the agenda and invoke the meeting. The minutes of the meeting must be prepared by the secretary and should be submitted to the Trust office.

3.9. Organizational Chart of the School Management. (Chart attached on the Last Page)

- 3.10. Functions of the Management committee
- 3.10.1. The appointment of Staff
- 3.10.2. The confirmation of Staff
- 3.10.3. Sanctioning of leaves for teachers (except casual leaves)
- 3.10.4. Repair and maintenance of the school
- 3.10.5. Purchase of major things like school buses etc.,
- 3.10.6. The financial administration of the school (increase of fees etc)
- 3.10.7. Fitness and integrity of the staff member to cross the efficiency bar.
- 3.10.8. Appointment of Inquiry Officer for taking disciplinary action against a staff member
- 3.10.9. Major disciplinary action against the staff
- 3.10.10. To see to any legal matter that comes up regarding the school.

4. RELATIONSHIPS: PRINCIPAL-MANAGER

- 4.1. **ROLE OF THE MANAGER:**
- 4.1.1. He is the 'constitutional' head of the school.
- 4.1.2. He should play the role of an appointing officer in the matters pertaining to the school administration.

- 4.1.3. He should play a supportive role to the principal in the functioning of the school.
- 4.1.4. He has to see to it that the policies of the trust are visualized and implemented in the school with regard to admission, appointments, salaries, leaves, etc.
- 4.1.5. He has the right to sanction all other leaves other than C. L.
- 4.1.6. It is the manager who terminates the services of a staff member after following the due procedure.
- 4.1.7. He should see to it that just methods are applied in school administration.
- 4.1.8. He should not interfere into the day to day working of the school unless there are serious complaints.
- 4.1.9. He should play a greater role in the formulation and teaching of religious instructions for the Catholic Students in the school.
- 4.1.10. Finances and budgets should be prepared by the Principal in consultation with the Manager.
- 4.1.11. Manager should attend the staff meeting occasionally every year.
- 4.1.12. In case of any difference of opinion or discrepancy, the manager should see to it that the vision statement forms the basis for decision making.

4.2. **ROLE OF PRINCIPAL:**

- 4.2.1. The principal is the 'soul' and the 'administrative' head of the school.
- 4.2.2. He manages the day to day affairs of the school.

- 4.2.3. Looks into the discipline of students and staff and forwarding a copy of disciplinary action taken like memo, show cause notices ..etc to the manager.
- 4.2.4. To be generally responsible for the efficient and effective education including physical education of all pupils in the school.
- 4.2.5. To prepare the Time-Table of the school for the year.
- 4.2.6. To grant leaving certificates or extracts from the general register to the pupil or his parents in application and on the payment of prescribed fee, if any.
- 4.2.7. To be responsible for the general organization of the school including games and sports, holding annual or periodic examinations, arranging extracurricular activities, etc.
- 4.2.8. Rustication or expulsion of students as per the government regulations.
- 4.2.9. To see to curricular, co-curricular and extracurricular activities of the school.
- 4.2.10. To always keep the manager informed about the developments in the school and seek his advice.
- 4.2.11. To invite and involve the manager during important functions of the school.
- 4.2.12. Be a model P. R. O. and more so because he also represents the face of the church.
- 4.2.13. To have a cordial relationship with the parents, officials and the education department.
- 4.2.14. He sees to it that all the records, registers, files, documents and accounts are maintained:

4.2.14.1. PERTAINING TO STUDENTS:

- a) General Register;
- b) Attendance Register;
- c) Leaving Certificate received from other schools;
- d) Counter foils of leaving certificates issued to students;
- e) Records of student's attainments and examination results;
- Records of health and medical examination of students;
- g) Answer-books of the Annual Examination of the preceding year;
- h) Records of the students admitted.

4.2.14.2. PERTAINING TO STAFF:

- a) Service books of school employees;
- b) Register of attendance and leave to employees;
- Discharge certificate received from teacher employed in the school;
- d) Head master's log books (observations, supervision notes, suggestion to teacher etc.)
- e) Confidential reports of teacher in Form VIII.
- f) Memos and punishments given to staff
- g) Application form with true copies of qualification, address proof etc...

4.2.14.3. **PERTAINING TO SCHOOLS:**

- a) Daily cash book;
- b) Ledger showing receipts and expenditure including separate account of term fees;
- c) Pay bill file of the employees;
- d) Fees account book;
- e) Provident Fund Account register;
- f) Vouchers of all financial transactions;

- g) Register of dead stock articles of various categories;
- h) Laboratory and library registers;
- i) Inward and outward registers.

4.3. **PRINCIPAL - TEACHER:**

- 4.3.1. The relationship should be cordial and respectful.
- 4.3.2. Values and principles that the school stands for should be clearly enunciated and communicated during principal teachers meeting which would have to be put into practice in the school.
- 4.3.3. New methods of teaching and the use of teaching aids need to be implemented for imparting better teaching activity.
- 4.3.4. Outreach programmes and visits to the teachers' homes need to be undertaken to build a better rapport between the principal and teachers.
- 4.3.5. Staff meetings called by the principal should be held at least thrice in a year to plan programmes for the year, to delegate responsibilities for these programmes and to evaluate the progress made by the school in various spheres. Staff Secretary should maintain the minutes of the meeting.
- 4.3.6. Individual and personal meeting with each teacher should be held at a one to one level with the principal to look into the performance of the teacher concerned in the light of the subject taught, skill in communication of ideas to the students, results achieved, relationship with colleagues, etc.

4.4. **PARENT - TEACHER - STUDENT:**

- 4.4.1. Once in a month or at least after each test the parent/s should meet the teacher of the respective class to find out the performance of their ward.
- 4.4.2. A student performance card can be prepared showing his performance level in various fields of school activities, behaviour, and conduct.
- 4.4.3. A students' body can be formed to give them a feel into the democratic process whereby they can express their grievances, suggest expectations and thus participate in the decision-making process of the school.

5. **CLASSIFICATION OF EMPLOYEES**

Employees shall be classified as:

- Casual
- Part-time
- On Contract
- Temporary (Adhoc)
- Probationers
- Permanent
- 5.1. Casual: employee means an employee who is employed on a day to day basis for the work that is occasional or casual in nature.
- 5.2. Part-time: employee means an employee who is employed to do work for less than the normal period of working hours. He shall be entitled to benefits only as specified in writing in his letter of appointment.
- 5.3. On Contract: employee on contract means an employee who is employed on a contract basis according to the need of the Institutions. Rights and

Privileges of such employees would be based on contract agreement.

- 5.4. Temporary: (Ad Hoc) Employee means an employee, who has been appointed for a limited period of time:
- 5.4.1. in work which is essentially of a temporary nature or
- 5.4.2. to fill a temporary vacancy in a permanent post or
- 5.4.3. to cope with a temporary increase in work or
- 5.4.4. for any other reason.

NOTE:

- a) Temporary: A temporary employee shall be entitled only to benefits as specified in the terms of employment.
- b) Probationer: means an employee who is presently employed to fill a permanent vacancy or post and has not been confirmed by the School.
- c) Permanent: Employee means an employee who has been appointed against a permanent post and has completed the period of probation or extended probation satisfactorily and has been confirmed in writing by the competent authority as a permanent employee.

6. EMPLOYMENT

6.1. Application Details

- 6.1.1. All the applications are to be addressed to the Managing Trustee
- 6.1.2. The applicant is to provide a forwarding letter mentioning the exact post / area; he would be interested to work in.

6.1.3. The detailed Curriculum Vitae (C.V.) with Date of Birth, certificate of the candidate, list of dependents, etc. will be as per format by the Trust.

6.2. Record of Age

- 6.2.1. The date of birth of an employee, as furnished by him at the time of joining duty, should be supported by any of the following documents before it is accepted as correct:
 - Birth Certificate from Corporation, Municipality or Registrar of births and deaths.
 - Baptism Certificate
 - School leaving Certificate
- 6.2.2. The age of the employee verified as above or in any other manner deemed fit by the Management and accepted and recorded by the Management shall be conclusive proof of the age of the employee for all questions concerning his employment including retirement.
- 6.2.3. No change can be made thereafter except in case of court order.

NOTE

- a) The Personnel requisition is to be given by the School Manager/Principal providing adequate time in any case to the Management Committee.
- b) In case of a replacement / locum / substitute the time period for replacing is to be clearly mentioned.
- c) In case any candidate is not available to fill in the post, the time required for the search of a suitable candidate would take a longer period of time.

6.3. Selection Process

- 6.3.1. Involvement of the Manager and Principal of the School in the search process would provide a smooth flow of activity.
- 6.3.2. Selection of any candidate would be made on the basis of suitability towards the predetermined criteria for the respective post.
- 6.3.3. Preferably two persons of the same family should not be given appointment in the same school.

6.3.4. The selection of candidates

6.3.4.1. Any candidate who has approached the School, through prior knowledge / advertisement would be considered, provided he is completely eligible as per predetermined criteria. The management shall have sole discretion in the matter.

6.4. **Procedure**

6.4.1. Initial screening of all the candidates to be done with respect to the required criteria.

6.4.2. Scrutiny of applications

CATEGORY	AUTHORITY
Management	Governing board members of Trust /Society
Teaching	School Manager
Admin. / Supportive staff	School Manager

6.4.3. The candidates short- listed are called for a formal interview, if they are eligible as per predetermined requirements. The *Interview Call Letter* specimen is provided.

6.4.4. **Interview process**

CATEGORY	AUTHORIZATION		
OATEGORT	l Level	Final Level	
Manager	0	Governing board members	
Principal	School Manager	Governing board members	
Teaching Staff	School Manager	Governing board members	
Administrative Staff	School Manager	Governing board members	
Class IV	School Manager		

- 6.4.4.1. All the external candidates will be interviewed and rated according to the Interview Rating Form
- 6.4.4.2. On screening the candidates, three candidates will be short-listed. The candidates are to be rated with respect to the first best candidate, second best candidate and third best candidate. Rating of candidate is to avoid repeating the recruitment and selection process.
- 6.4.4.3. The School Manager will carry out inquiries about the candidates through communicating to the references the respective candidate has provided.
- 6.4.4.4. Only after certification of being medically fit an appointment letter is normally issued.
- 6.4.4.5. The appointment letter will clearly state the terms and conditions of the appointment and the date from which the candidate's appointment is valid. The letter of appointment shall also state clearly the type of appointment offered, probation, temporary, contract, part-time or against a leave vacancy.
- 6.4.4.6. In every case the letter of appointment shall describe the joining date, salary and emoluments as decided by the trust, the term for which employment is offered and the manner of termination of the employment and other service commitments.

- 6.4.4.7. Every employee, other than casual employees, shall be engaged by a letter of appointment before taking up his post. The letter shall be signed and sealed by the competent authority. A copy of the appointment letter is retained in the office.
- 6.4.4.8. No person shall be deemed to be in the regular employment of the School unless and until he/she has received a letter of appointment duly signed by the competent authority of Trust / Society (President /Secretary / Managing Trustee / Joint Secretary).
- 6.4.4.9. The employee shall sign a copy of the appointment letter as a token of acceptance. These will be retained by the school concerned. Thereafter, the letter shall be a valid appointment.
- 6.4.4.10. A Joining Report will be submitted by the candidate on the date of the candidate reporting to duty. A copy of the same is kept in the personal file of the candidate.

6.5. Induction Policy Statement

- 6.5.1. Orientation of all new employees towards the School functioning and culture is the first step on appointment.
- 6.5.2. It is a process to get introduced with the organization's mission, history, growth pattern of the School, Organizational chart, the range of services provided, various outreach services, its place in the community and within the Education network and the contribution of each employee towards the growth of the School.

6.6. **Procedure:**

- 6.6.1. **General Orientation:** The School Manager would assist in helping the new employees overcome their sense of strangeness to the new environment. The School Manager will carry out the following functions:
- 6.6.1.1. Explain the mission, goals and objectives of the School, through brochures, pamphlets of the School.
- 6.6.1.2. Explain in brief the history of the School, by explaining the major milestones in the School's growth.
- 6.6.1.3. Give them a tour of the School showing them all the necessary facilities
- 6.6.1.4. Introduce them to the top key consultants, staff and colleagues with whom they would be having regular interaction.
- 6.6.1.5. Provide them a ready guide of the School's policies.
- 6.6.1.6. Advise them about the general safety regulations and the code of conduct to be followed in the School.
- 6.6.1.7. Explain about dress code and also arrange for the identity cards to enable him to have easy access to all the facilities.
- 6.6.1.8. General discussions and introduction to the departmental head.
- 6.6.2. **Departmental Orientation where newly recruited has to work:**
- 6.6.2.1. Introduction to the departmental functioning and the facilities being provided.
- 6.6.2.2. A tour of facilities of various departments.

- 6.6.2.3. Use of lifts, telephones, computers, fax and other related equipment.
- 6.6.2.4. Explain their respective job description, interrelations with other staff and the reporting process.
- 6.6.2.5. Introduce to all the In-Charge and other in-charges of the department.
- 6.6.2.6. Ask a department person to explain the activities of the department.
- 6.6.2.7. Answer any queries raised by them.
- 6.6.3. **Identification of employees:**
- 6.6.3.1. Every employee will be required to provide all fingers and thumb impressions in his Service book.
- 6.6.3.2. Employees will also be required to provide two identification marks to be included in their service book. These identity marks will be written in their identity cards issued to them.
- 6.6.3.3. Every employee will be provided with an identification card and he shall show it on demand to any person authorized to inspect the same. The employee, while in the School, may be required to display such an ID on his person. When the employee ceases to be in employment, he shall surrender his identification ID card to the office before his accounts are settled. If an employee loses or damages his ID card during his services, he shall pay a fee as may be prescribed from time to time, to meet the costs of replacement.

6.6.4. Change of address:

6.6.4.1. Whenever any change occurs in the residential address of the employee he must immediately intimate such change to the School Authorities in writing, for record in the appropriate sections of the administrative office of the School.

6.7. Probation

- 6.7.1. Probation period is a specified time span whereby both the employee and the school get oriented with each other's way of working. Either party can terminate the services during this period by giving 30 days' notice.
- 6.7.2. All persons appointed to posts in the school shall be on Probation initially for a period of **2** years from the date of such appointment.
- 6.7.3. Minority institutions can extend the probation further by six months through the letter for Extension of Probation Period.

6.8. Termination of Services of a Probationary:

- 6.8.1. The School Manager in consultation with the principal and members of board of trustees can terminate the services of the respective employee under probation.
- 6.8.2. At any time during the period of probation, including extensions thereof if any, or at the end of such periods, if in the opinion of the Management an employee's work or conduct has not been satisfactory, his service may be terminated by one month's notice or payment of one month's pay in lieu of notice, His services may also be terminated, on the grounds of unsuitability, without assigning any reason.

- 6.8.3. The School Manager will communicate the same to the employee through a *Letter of Termination of Services* of a *Probationary Employee*, at least one week prior to the expiry of the period of probation or as and when required.
- 6.8.4. No appeal shall lie against such discharge/termination.
- 6.8.5. Six monthly confidential reports should be prepared diligently by the principal which should be considered at the time of permanent appointment.

6.9. Confirmation

- 6.9.1. An employee on satisfactory completion of his probation period including extensions thereof, if any, can be confirmed on the recommendation of the Principal.
- 6.9.2. One week before the expiry of the period of probation, the School Manager in consultation with the Principal will issue a *Letter of Confirmation*, to the employee to the effect that the period of probation has been satisfactorily completed and that his services are made permanent.
- 6.9.3. Until confirmed in writing, the employee shall continue to be treated as on probation.
- 6.9.4. On confirmation the employee would also become eligible for all the benefits and allowances as available to permanent employees of the school according to the rules on the subject.
- 6.9.5. Confirmed employees would be required to join duty within a specified date, failing which the offer of appointment would stand withdrawn.

6.10. Temporary Appointment

- 6.10.1. If persons of the requisite qualifications are not available, a temporary appointment may be made to carry on the work of the school till such time when either a qualified hand is obtained or as the Management may so desire.
- 6.10.2. If an untrained person is appointed he will be required to complete the training within a period of 3 years. This rule may be relaxed by the Management, in view of satisfactory work, particular circumstances and the recommendation of the Head of the institution.

6.11. Other Appointments

- 6.11.1. All other appointments (Casual, part time, on contract) are authorized by the Management Committee.
- 6.11.2. Such an employee shall be subjected to Termination by the Managing Committee of the institution in accordance with the rules applicable.
- 6.11.3. He shall be entitled to benefits only as specified in writing in his letter of appointment.

7. TRAINING AND DEVELOPMENT

- 7.1. Training and Development Policy for Teaching and Non Teaching Staff
- 7.1.1. Training of employees is an integral part of the human resource development of an organization. It enables the employees to improve their aptitude, skills and knowledge that would be useful to provide quality education and overall development of the students.

- 7.1.2 Participation in training programs will also increase the commitment and motivation levels to serve the organization. There are many training courses, workshops, conferences, seminars and consultative meetings organized by other institutions/organizations that could also be useful for the employees.
- 7.1.3 It is the policy of the Diocese / Religious Congregations to facilitate both internal and external training and development programs through the Human Resource Departments as per the training needs of the various categories of employees.

7.2. Procedure

- 7.2.1 All employees are to submit their willingness to attend a seminar / conference / workshop one month prior to the same. This would facilitate the in-charges, to ensure that the work scheduled does not suffer.
- 7.2.2 The respective person should give a written application along with details of the conference/seminar/programme to the Principal, under appropriate authorization from his in-charges.
- 7.2.3 The sanction would be given as per said policy and it is at the discretion of the Management to make any changes without prior notice.
- 7.2.4 On completion of the external seminar / conference / workshop, the employees are to submit the photocopy of the certificate of attendance. Within 30 days of attending the seminar / conference / workshop, they will have to share the knowledge they have received, with their peers and other colleagues.

8. **PROMOTION**

8.1. Policy

- 8.1.1. Promotion of an existing employee would be considered, if there develops a vacancy, due to a process of separation of any other employee in a higher post.
- 8.1.2. Eligible employees would be free to apply for any position, if they fit in the criteria & qualifications. All such employees shall present themselves for an open interview along with other candidates. Preference could be given to applicants who presently are employed by the School. The decision in any other case is at the discretion of the management.

8.2. **Procedure:**

- 8.2.1. Any candidate would be given a promotion based on qualification, aptitude and the years of experience. The promotion would have to be finally approved by the governing board in consultation with the Principal and Manager
- 8.2.2. For the purpose of promotion to a higher grade within the School, an employee's seniority shall not confer upon the employee a right to promotion.
- 8.2.3. The eligibility of an employee for promotion shall be determined primarily with reference to the performance, merit, confidential report and availability of vacancy in the higher grade.
- 8.2.4. If the basic salary of the promoted employee is above the basic salary of the new section/post, that basic will be counted as the basic salary of the new section/post, otherwise the basic of the new section/post will be the basic.

- 8.2.5. An employee who is promoted to a higher grade shall be placed on probation on the new post for a period of 12 months.
- 8.2.6. If during or at the end of this probation, the services of the promoted employee are not found satisfactory, he shall be reverted back to the post he was holding before promotion and shall draw the same salary he was drawing before promotion. All additional benefits / allowances granted to the promoted employee shall also stand withdrawn automatically.

9. TRANSFER POLICY

9.1. Governing Body of Trust/ Society/ Company can transfer any of the existing employees to any vacancy existing in any other institution of the same Trust/ Society/ Company. The decision lies at the discretion of the Management.

10. WORKING HOURS

10.1. Attendance at the Place of Work

- 10.1.1. Every employee shall report for work at the assigned place of work and at the notified time for the commencement of his duty.
- 10.1.2. Every employee shall be required to attend to emergencies or other urgent duties outside their regular hours of work including on Sundays and holidays if required. They shall not be entitled to any extra remuneration for such work except to compensatory time off which shall be sanctioned by the Management depending upon general convenience.

- 10.1.3. Every employee shall record each day the time of reporting at and departure from the place of work in the manner specified by the Management.
- 10.1.4. An employee failing to report or record as above is liable to be marked on leave.
- 10.1.5. An employee who is found absent from his proper place of work during the working hours, without the permission of the Principal, shall be liable to be treated as absent for the period he is away from his place of work and will not have earned his salary for the period of absence. In addition he will be liable to disciplinary action.
- 10.1.6. If an employee reports late for duty either at the commencement of his working hours or after recess three times during any calendar month, he will forfeit one day's casual leave or one day's salary in lieu of leave if he has no leave to his credit. Moreover, the delinquent employee may be subjected to disciplinary action for his first late coming. This will be a verbal warning; for the second late coming, it will be a written warning; and for the third late coming, it will be a deduction of one day's salary. For the fourth and more late comings, he shall be subjected to disciplinary action.
- 10.1.7. Employees coming late to school shall be marked "L" (late) in the muster.

10.2. Penalty for Unauthorized Absence

10.2.1. If employees, acting individually or in concert, absent themselves from work, or being present at the work spot refuse to work, each one of them shall be liable to a deduction from his salary of an amount equal to his remuneration for 3 days.

10.3. No Work - No Pay

10.3.1. In all cases of absence from duty without leave or permission or absence for more than one hour where an employee fails to discharge his duties, the principle of `No Work – No Pay' shall be applied and LWP (Leave Without Pay) will be marked in red.

10.4. Entry, Stay and Exit

- 10.4.1. No employee shall enter or leave the premises of the School or any department except by the designated gate or gates, door or doors provided for the purpose.
- 10.4.2. Any employee, who has been granted leave, laid off, discharged, dismissed or has resigned or is not working for any reason, shall leave the premises of the institution forthwith unless he is required by the Management to stay back.
- 10.4.3. If any employee is in occupation of any residential premises of the School / Society (leased or owned), within 7 days from the termination of his employment with the school, the employee shall hand over to the school the vacant possession of the premises, failing which the school shall have the right to recover possession of the premises by any process of eviction considered appropriate in the circumstances by the Management.

10.5. Unauthorized possession of School property

10.5.1. Before leaving the service of the school an employee shall return to the school in good order and condition all property or equipment including documents, papers, and files belonging to the school or relating to its business.

- 10.5.2. Every employee shall take sufficient care of the property, furniture, cash etc. of the school and shall take all reasonable precautions to safeguard them against accident, damage or loss.
- 10.5.3. Employee should promptly report any occurrence or defect or likely occurrence or defect, which might endanger lives of persons in the school or might result in damage to the property of the school or that of any others.
- 10.5.4. No employee, unless officially required to do so, shall bring into the school any goods, equipment, implements, materials etc. for the use of the school.
- 10.5.5. Where damage or loss is attributable to negligence, mishandling or misuse on the part of an employee, such an employee shall be liable to disciplinary action and / or any other action as may be deemed fit by the Management.
- 10.5.6. Besides, the Management shall be entitled to recover the value of such breakage, damage or loss from the employee. However the rates of such property and furniture prevailing at the time of replacement shall be considered.
- 10.5.7. The cost of any equipment or property not safely returned shall be deductible from the employee's salary or other amounts due to him on any account or shall be recoverable otherwise, and the employee shall be responsible for all costs and consequences thereof.
- 10.5.8. Any employee found in unauthorized possession of any goods, equipment, implements, articles, materials etc. which are in use in the school or kept in stock in the school and are not normally carried

- by the person, will be deemed to have come into possession of such goods etc. by improper means.
- 10.5.9. The Management may confiscate such goods etc. and such unauthorized possession may attract disciplinary as well as any other action as deemed fit by the Management.

11. **SEPARATIONS:**

- 11.1. Types of separations are primarily of three types:
 - Resignation
 - Retirement
 - Dismissal / Removal from office

11.2. Resignation Policy Statement

- 11.2.1. It is the policy of the School that all permanent employees intending to leave the organization on a voluntary basis, are required to give 90 days' notice or payment of three months pay in lieu of notice.
- 11.2.2. An exceptional case would be at the joint discretion of the governing board members.
- 11.2.3. All the employees resigning are to have an Exit Procedure.

11.3. Procedure

- 11.3.1. The person intending to discontinue his service will have to intimate his in charge of the department in writing.
- 11.3.2. The in-charge will forward the intimation letter along with his comments, immediately after receipt of the same to the School Manager
- 11.3.3. The School Manager is to send a Letter of Acceptance of the Resignation, along with the Check List to ensure that all the dues are cleared.

- 11.3.4. The Check List would enable the person to clear dues existing with all departments.
- 11.3.5. The Finance Department regarding payroll and other loans and advances taken, can adjusted accordingly.
- 11.3.6. The Administrative Department is to conduct the Exit Procedure, before acceptance of resignation or the actual date of leaving.
- 11.3.7. The full and final settlement of all the dues will be made after the completed checklist is submitted at the School Manager's office.

11.4. Retirement Policy Statement

- 11.4.1. Every employee shall retire from service on attaining the age of 58 years, or the age prescribed by Government of Gujarat as decided from time to time, whichever is earlier.
- 11.4.2. All the employees retiring will go through an Exit Procedure.

11.5. Procedure

- 11.5.1. Any employee, who is reaching the age of retirement, would have to be intimated 6 (six) months prior to the actual date of retirement, through the in-charge in writing by the School Manager.
- 11.5.2. The individual should be informed and explained the procedures for the following:
 - Provident Fund
 - Gratuity
- 11.5.3. The School Manager is to send and receive the Check List duly completed to ensure that all the dues are

cleared six months prior to the date of retirement. The checklist would enable the person to clear dues existing with all departments.

- 11.5.4. The Accounts Department should also receive the intimation to enable them finalize the payments regarding pending en-cashable leave (which are applicable only in aided schools), loans and advances pending, etc., 6 months prior to the date of retirement.
- 11.5.5. The School Manager is to conduct the Exit Procedure, one month before the date of physically leaving of the School, but preferably after receipt of the resignation.

11.6. Contract of Service after Retirement

- 11.6.1. After attaining superannuation the Management may grant extension at its discretion on contract basis; if the employee is fit for such extension and has no mental or physical incapacity which would disentitle him to such an extension. He should produce a medical fitness certificate from a medical practitioner of the choice of the management.
- 11.6.2. If an employee is granted extension, he will get the pay plus other allowances admissible thereon, as per the contract agreement only.
- 11.6.3. The extension in service will be sanctioned, academic year after year, at the discretion of the Management.
- 11.6.4. No rules regarding leave, P.F and gratuity shall be applicable in that case.

11.7. Termination of service

- 11.7.1. The services of an employee appointed on a temporary measure for a definite period or in a leave vacancy or in a vacancy occurring for a part of the session shall, unless extended according to law, terminate on the expiry of the period for which he was appointed or when the vacancy comes to an end, whichever is earlier, and no prior notice shall be needed for such termination.
- 11.7.2. The services of a temporary employee (other than a probationer) or a probationer during the term of his probation may be terminated at any time by giving him one month's notice or one month's pay in lieu thereof.
- 11.7.3. The services of a permanent employee may be terminated by giving him 3 months notice or three months pay in lieu thereof, on the ground of the abolition of the Post, which the employee is holding. The abolition may be due to one of the following reasons: (a) Retrenchment decided upon for reasons of financial stringency. (b) Abolition of a subject. (c) Abolition of section or class.

11.8. Cessation of Service

- 11.8.1. The appointing authority may terminate the services of a temporary employee on administrative grounds in the interest of the School, by giving one month's notice or salary in lieu of such notice provided further that no such notice shall be necessary for termination arising out of misconduct.
- 11.8.2. Any employee desirous of leaving the service of the School shall give one working month's notice or one

month's pay in lieu of notice to the Management before leaving service. In case of permanent teaching staff the notice period is 3 months before leaving the service.

- 11.8.3. Notwithstanding anything contained in this rule, no notice shall be necessary if the termination of service is under an agreement or contract of service that specifies a date for such termination.
- 11.8.4. In the case of employees where a different notice period is stipulated, that notice or payment in lieu of notice shall apply for termination by the Management or for leaving the service.
- 11.8.5. Notwithstanding what is stated above, the Management reserves its right to refuse to accept the resignation of any employee when disciplinary proceedings are pending against him or for breach of contract or for any such reason.

11.9. Abandonment of Service

- 11.9.1. If an employee remains absent for more than 30 consecutive days without prior sanction of leave or permission, or for more than 8 continuous days without any intimation, he shall be deemed to have abandoned the employment, and his service shall ipso facto stand terminated without any notice with effect from the date on which the absence commenced.
- 11.9.2. An employee who overstays leave originally granted or subsequently extended and or remains absent from duty continuously for a period of 10 consecutive days without any prior sanction of leave, shall be deemed to have abandoned the services of the school of his own accord and

- accordingly, his name shall be removed from rolls of the school, he will lose the lien over the post and his services will be automatically terminated.
- 11.9.3. However, before removing the name of an employee, the employee shall be given due opportunity to explain his position regarding the unauthorized absence.
- 11.9.4. The following procedure will be followed in all cases of abandonment of service:
- 11.9.4.1. Whenever the unauthorized absence of an employee comes to notice, a communication will be addressed to him to rejoin duty within a specified time.
- 11.9.4.2. This will be followed up at intervals of not less than seven working days each by two more communications asking the employee to rejoin duty (if he has not reported by then).
- 11.9.4.3. The second and third communication should clearly indicate that besides amounting to misconduct, unauthorized absence will lead to a loss of lien on his employment and he will be deemed to have voluntarily abandoned the services of the school.
- 11.9.4.4. If an employee admits the factum of unauthorized absence and / or fails to join duty and submits an explanation regarding his unauthorized absence even after receipt of three communications, it shall be deemed that the employee has voluntarily abandoned the services of the school and accordingly his name shall be removed from the rolls of the school.

- 11.9.4.5. If an employee submits any explanation in response to the communications, vide which he disputes the factum of unauthorized absence and / or justifies the absence, and if the explanation is found to be unsatisfactory further action shall be taken only after holding a domestic inquiry in this behalf.
- 11.9.5. An employee who is deemed to have abandoned service will forfeit all leave and other benefits which would have accrued to him if he had remained absent with such permission.
- 11.9.6. He shall, however, be paid the salary due to him for actual service rendered by him up to the date of such termination of his appointment.

11.10. Discharge on Medical Grounds

- 11.10.1. The Management may call upon any employee at any time to appear before a medical practitioner of the choice of the management.
- 11.10.2. If in the opinion of the doctor the employee is found incapacitated, rendering him physically or mentally unfit for the work which he has been doing in the opinion of the doctor the chances of his becoming fit again for the same work are considered remote, he may be discharged by the Management on the grounds of continued ill health.
- 11.10.3. Failure to submit himself for medical examination as required by the Management will render the employee liable to be deemed as permanently medically unfit and consequent discharge from service.

12. SETTLEMENT OF ACCOUNTS AND LOANS

- 12.1. An employee separating from the service of the School shall settle all his outstanding accounts and loans due to the School/ Trust and other recognized funds, if any, before final separation and hand over any documents, cash, equipment and other properties of the School in his custody and obtain a clearance certificate to that effect.
- 12.2. In case he fails to do so, the Management shall be empowered to recover all such outstanding amounts, loans and value of the properties of the School from any amounts due to the employee by way of salary, allowances and final settlement dues, or in any other manner as deemed expedient.

13. **DISCHARGE CERTIFICATE**

- 13.1. Every permanent employee shall be entitled to a service certificate at the time of leaving the service of the School.
- 13.2. Such a certificate shall be valid only if it is issued and signed by the appointing authority or an officer authorized by him.

14. **CODE OF CONDUCT**

- 14.1. All teachers / employees are expected to be exemplary in their public and private life.
- 14.2. Their loyalty, sense of dedication and integrity of character at all time should be an inspiration to youth committed to their care.
- 14.3. Every teacher / employee shall be governed by the following code of conduct:

- 14.3.1. Every employee at all times be courteous and considerate to teachers, students, visitors, public, persons in authority and co-workers.
- 14.3.2. Every employee shall maintain a high standard of work and conduct. The employee shall be loyal to the institution and observe diligently all its rules and regulations and such modifications thereof as may be made.
- 14.3.3. Every employee shall carry out the work assigned to him by the Head of the institution conscientiously, faithfully and diligently in accordance with specific or general instructions of his in-charges and shall maintain discipline at all times in the department of work places of the institution. He shall cooperate with his in-charges and co-employees.
- 14.3.4. An employee is required to accept any work allotted to him by the Management besides main routine work allotted to the particular post held by the employee, keeping in mind the particular nature of activity of the institution.
- 14.3.5. The school is the 'temple of learning' and so the employees shall observe modesty and sobriety of dress while on duty. They shall maintain personal hygiene and observe recommended dresses.
- 14.3.6. Employees shall always be neatly dressed while on duty and shall keep their persons and work places clean at all time to maintain the cleanliness of the institution.
- 14.3.7. Employees who have been provided with uniforms shall wear them while on duty. Those not wearing are liable to disciplinary action. Uniforms provided

- by the institution are the property of the institution and shall not be worn during off duty time.
- 14.3.8. Employees shall take proper care of machines, tools materials, equipment, furniture and other property of the institution.
- 14.3.9. Employees shall promptly report any injury sustained in the course of their work.
- 14.3.10. Employees shall promptly attend and report any accident or hazard noticed by them inside the premises of the school.
- 14.3.11. No employee shall knowingly or willfully neglect his duties.
- 14.3.12. No employee shall misuse or carelessly use the material and facilities provided by the institution.
- 14.3.13. An employee shall not communicate directly or indirectly any official document or information to any other person to whom he is not authorized to communicate, such document or information except in accordance with any general or special order of the competent authority in the performance of the duties assigned to him.
- 14.3.14. No employee shall give to the press, radio or any general news media any comments, talk, news or articles relating to the institution without the prior written permission of the Management.
- 14.3.15. No employee shall tamper with the records or notices of the institution.
- 14.3.16. No employee shall disturb the peaceful atmosphere in the institution by demonstrating, shouting, loud talk or horse-play or indulge in any act prejudicial to

- the interests of teaching or peaceful working of the institution.
- 14.3.17. No employee shall indulge in quarrels, abuses, fights, violence or any other disorderly or indecent behavior in the premises of the institution.
- 14.3.18. No employee shall hold any meeting, affix or distribute any hand bills, notices, leaflets, booklets, pamphlets, posters or make a collection of money in any manner in the premises of the institution without the prior written permission of the Management.
- 14.3.19. No employee shall disfigure or damage or write on walls of the institution.
- 14.3.20. No employee shall interfere with other employees' work, disturb them or cause annoyance to them at work.
- 14.3.21. No employee shall eat, chew 'paan' or smoke or come intoxicated in the campus.
- 14.3.22. No employee shall bring liquor or drugs or other intoxicants, shall have in his possessions firearms, weapons or any other article detrimental to the security of the institution or persons.
- 14.3.23. No employee shall stand for election to local bodies, 'panchayat' or participate in any political activities without prior written permission of the Management.
- 14.3.24. No employee shall, without the previous written sanction of the competent authority, undertake any employment or accept any job of a remunerative character from any source other than the school; or

- give private tuition to any student or other person or engage in any business.
- 14.3.25. No employee shall prepare or publish any book or books, commonly known as keys or assist, whether directly or indirectly in their publication without prior permission of management.
- 14.3.26. No employee shall engage as a selling agent or canvasser for any publishing firm or trader.
- 14.3.27. No employee shall enter into any monetary transaction with any student or parents, nor shall exploit his influence for personal ends; nor shall conduct his personal matters in such a manner that he has to incur a debt beyond the means to repay.
- 14.3.28. No employee shall accept or permit any member of his family or any other person acting on his behalf to accept, any gift from student, parent or any person with whom he has come into contact by virtue of the position in the school.
- 14.3.29. No staff member shall undertake private tuitions to the students of the same institution or any other institution without the prior permission of the Principal/Head of the institution. It is a punishable offence.
- 14.4. No teacher shall
- 14.4.1. Knowingly and willfully neglect his duties.
- 14.4.2. Discriminate against any student on the ground of caste, creed, language, place of origin, social and cultural background or any of them.
- 14.4.3. Indulge in, or encourage any form of malpractice connected with examinations or any other school activity.

- 14.4.4. Be negligent in correcting class-work or home-work done by students.
- 14.4.5. Inflict corporal punishment on a student.
- 14.4.6. While being present in the school, absent himself (except with the previous permission of the Head of the school) from the class which he is required to attend.

14.5. Every teacher shall

- 14.5.1. Be regular and punctual in respect of duty, be it academic or otherwise, in all matters pertaining to the school, which shall be assigned to him by the Head of the school or his nominee.
- 14.5.2. Conform to the wishes of the Principal desiring extra hours of work after the daily schedule, when necessity so demands.
- 14.5.3. Comply with school working hours.
- 14.5.4. Along with his letter applying for leave, assign written work for each of his teaching classes so that his students are kept sufficiently occupied.
- 14.5.5. In the absence of a teacher, conform to the 'Replacement Time Table' (Proxy) as drawn by the Head of the school or his nominee.
- 14.5.6. An employee may, with the prior written permission of the constituted authority of the school:
- 14.5.6.1. Take up higher studies, training or appear at any examination to improve his qualification.
- 14.5.6.2. Become or continue to be a member of any literary, scientific or professional organization.

14.5.6.3. Make any representation for the redresses of any bonafide grievance, subject to the condition that such representation is not made in any rude or indecorous language.

15. **LEAVE**

- 15.1. Leave Policy
- 15.1.1. Leave means authorized absence from duty.
- 15.1.2. Leave cannot be claimed as of right but would depend on the exigencies of work.
- 15.1.3. Though it is a privilege, **it can be refused** by the sanctioning authority on reasonable grounds keeping in mind the welfare of the institution e.g. there is a limit beyond which depletion of staff cannot be permitted.
- 15.1.4. Leave of whatsoever kind must be got sanctioned, before it is availed of. Such sanction cannot be assumed or taken for granted.
- 15.1.5. When exigencies of service demand, any kind of leave may be refused or revoked by the sanctioning authority or superior officer and the employee can be called back for duty.
- 15.1.6. 'Leave year' shall run with the academic year except as otherwise provided in the rules.
- 15.1.7. Leave shall be earned by periods spent on duty only.
- 15.1.8. Leave should always be applied for and sanctioned before it is availed of, except in cases of emergency, in which case a leave application should follow immediately (within 24 hours).

- 15.1.9. In order to avoid inconvenience, an employee, who desires to obtain leave of absence, shall apply in writing to the sanctioning authority well in advance.
- 15.1.10. Leave ordinarily begins and ends on the dates for which it is so sanctioned. Weekly off, public holidays may be prefixed or suffixed to leave except in the case of Casual Leave. An employee will not be entitled to the benefit of such holidays if the same fall within the leave period.
- 15.1.11. Except with the permission of the sanctioning authority, no person may return to duty before expiry of the period leave granted to him.
- 15.1.12. If an employee, after proceeding on leave, desires an extension thereof, he shall, before the expiry of the leave originally granted to him, make such an application in writing, giving sufficient time to the sanctioning authority to respond.
- 15.1.13. The sanctioning authority shall send to the employee a reply either granting or refusing extension of leave to his leave address or last known address.
- 15.1.14. Every employee going out of station on leave shall furnish his leave address in his leave application.
- 15.1.15. Leave shall not be deemed to be granted unless the sanction is given.
- 15.1.16. An employee absenting himself when leave is not sanctioned will be marked absent and will not earn salary for the period of absence. Further, he renders himself liable to disciplinary action or other consequences under the Service rules.

- 15.1.17. As soon as an employee returns to rejoin duty, he should submit joining report and if he was granted leave on medical grounds, he should produce fitness certificate from a Registered Medical Practitioner before resuming duty.
- 15.1.18. No leave shall be granted beyond the date on which an employee must compulsorily retire.
- 15.2. LEAVE APPLICABLE IN THE NON -GRANT-IN-AID SCHOOLS

15.2.1. CASUAL LEAVE

- 15.2.1.1. Casual leave may be given by the Head up to a maximum period of 15 days in an academic year subject to the condition that ordinarily not more than three days casual leave may be enjoyed at a time, to be extended to ten days only in an exceptional circumstance. (Keep in mind 15.1.2)
- 15.2.1.2. Not more than two public holidays may be enjoyed in conjunction with any spell of casual leave whether by prefixing or by suffixing or by both-prefixing as well as suffixing and the total period of casual leave and public holidays enjoyed continuously at one time shall not exceed seven days save only in exceptional circumstances when it may be extended up to 10 days only.
- 15.2.1.3. Not more than two public holidays may be prefixed or suffixed to the casual leave and such public holidays so prefixed or suffixed exceeding two shall be treated as casual leave. Sundays and public holidays interposed between two periods of casual leave shall be treated as part of casual leave.

- 15.2.1.4. Casual leave cannot ordinarily be prefixed or suffixed to vacations except with the previous permission of the Head of the school.
- 15.2.1.5. If the period of absence is half or less than half of a working day, it is permissible to enjoy half day's casual leave.
- 15.2.1.6. Absence on a Saturday, if it is a half working day or any other day observed by the school as a half working day, is not to be treated as a half day's casual leave but casual leave for a full day.

15.2.2. MATERNITY LEAVE

15.2.2.1. Maternity leave for 180 days may be granted only to such a female employee who has put in more than two years' service. The management will grant leave to the employee for the period of 90 days only with salary. Any extra leave will be granted as LWP upto 180 days.

NOTE:

Male employee who has less than two children alive can have 15 days of paternity leave to look after his wife.

- 15.2.2.2. Maternity leave under sub-clause (15.2.2.1) shall be granted on half pay to an employee who has put in less than two years' service before the commencement of such leave.
- 15.2.2.3. Maternity leave under sub-clause (15.2.2.1) may be granted on full pay to an employee who has put in two years' or more than two years' service on the day of commencement of such leave.
- 15.2.2.4. Maternity leave shall not be debited to the leave account. Leave of any kind may be granted in continuation of maternity leave, if the request for granting it is supported by a medical certificate.

NOTE:

Leave under this regulation is admissible in case of miscarriage

15.2.3. Vacation leave

- 15.2.3.1. Non Teaching staff and the principal are not entitled for vacation but they will be given leave for the period of 15 days.
- 15.2.3.2. To avail vacation leave an employee should have completed two years of unbroken service prior to the holiday period and should continue in service after holidays.
- 15.2.3.3. Vacation Leave to Non-teaching staff is sanctioned by the Principal.
- 15.2.3.4. Ordinarily, request for vacation leave must be submitted at least 15 days in advance.
- 15.2.3.5. Vacation Leave will not be sanctioned for a period less than 5 days.
- 15.2.3.6. Vacation leave cannot be accumulated.
- 15.2.3.7. No accumulation of any leave and encashment of leave will be granted.

15.3. LEAVE APPLICABLE IN GRANT - IN - AID SCHOOLS

All full time employees of the institution, other than those appointed on a temporary or casual basis, are permitted following types of leave:

- Casual Leave
- Maternity leave
- Medical Leave
- Earned Leave

15.3.1. CASUAL LEAVE

- 15.3.1.1. Casual leave may be given by the Head up to a maximum period of 15 days in an academic year subject to the condition that ordinarily not more than three days casual leave may be enjoyed at a time, to be extended to ten days only in exceptional circumstances. (keep in mind 15.1.2)
- 15.3.1.2. Not more than two public holidays may be enjoyed in conjunction with any spell of casual leave whether by prefixing or by suffixing or by both-prefixing as well as suffixing and the total period of casual leave and public holidays enjoyed continuously at one time shall not exceed seven days save only in exceptional circumstances when it may be extended up to 10 days only.
- 15.3.1.3. Not more than two public holidays may be prefixed or suffixed to the casual leave and such public holidays so prefixed or suffixed exceeding two shall be treated as casual leave. Sundays and public holidays interposed between two periods of casual leave shall be treated as part of casual leave.
- 15.3.1.4. Casual leave cannot ordinarily be prefixed or suffixed to vacations except with the previous permission of the Head of the school.
- 15.3.1.5. If the period of absence is half or less than half of a working day, it is permissible to enjoy half day's casual leave.
- 15.3.1.6. Absence of a Saturday, if it is a half working day or any other day observed by the school as a half working day, is not to be treated as a half day's casual leave but casual leave for a full day.

- 15.3.1.7. In relation to the examinations held by the Board every year in March/April and October/November, if an employee due to his involvement directly in the examination work such as being paper setter, moderator, examiner etc. has necessarily to remain absent from his duties, such an employee if he has no casual leave to his credit, then as a special case in any year shall be permitted to take up to 15 days of casual leave prefixed and/ or suffixed to the vacations.
- 15.3.1.8. Provided that an authorized officer of the Board certifies that such a person's presence for some specific days is necessary for the examination work. If not he can be recalled from the above.

15.3.2. MATERNITY LEAVE

15.3.2.1. Maternity leave for 180 days may be granted only to such a female employee who has put in more than one year's service and who does not have more than one child alive.

NOTE:

Male employee who has less than two children alive can have 15 days of paternity leave to look after his wife.

- 15.3.2.2. Maternity leave under sub-clause (15.3.2.1) shall be granted on half pay to an employee who has put in less than two years' service before the commencement of such leave.
- 15.3.2.3. Maternity leave under sub-clause (15.3.2.1) may be granted with full pay to an employee who has put in two years' or more than two years' service on the day of commencement of such leave.

- 15.3.2.4. Maternity leave shall not be debited to the leave account. Leave of any kind may be granted in continuation of maternity leave, if the request for granting it is supported by a medical certificate.
- 15.3.2.5. Maternity leave with full pay shall be granted twice during the entire service.

NOTE:

Leave under this regulation is admissible in case of miscarriage or abortion. For this leave, the number of deliveries should not be considered.

15.3.3. Medical Leave

- 15.3.3.1. All confirmed employees of the school having completed two years of continuous service are entitled to 10 days medical leave each year. This can be accumulated.
- 15.3.3.2. Medical Leave on full pay may be granted to a permanent employee on medical grounds only if the application for medical leave is supported by a medical certificate by Registered Medical Practitioner. When the employee returns to resume duty, he should produce fitness certificate.
- 15.3.3.3. In case of frequent applications under this category, the Management has the right to get any employee examined by a physician of its choice.
- 15.3.3.4. Medical leave is permitted to be accumulated up to 120 days beyond which the same shall lapse automatically. However, the medical leave shall not be sanctioned for more than one month at a time.
- 15.3.3.5. The Manager is the competent authority to sanction Medical Leave to the teaching staff. The

Head of the institution is the competent authority to sanction medical leave to the non-teaching staff.

15.3.3.6. Medical Leave will not be granted for absence from duty for two days or less than two days at a time.

15.3.4. Earned leave:

- 15.3.4.1. A teaching staff (probationers or permanent), shall be entitled to earned leave as many days as he is compelled to work in a vacation. These leaves should not exceed 30 days in a year. (and due earned leave limit is 300 days)
- 15.3.4.2. Non -Teaching staff and the principal are not entitled for vacation but they will be given 30 days earned leave per year of duty. (and due earned leave limit is 300 days).
- 15.3.4.3. To avail earned leave an employee should have completed two years of unbroken service prior to the holiday period and continue in service after the holidays.
- 15.3.4.4. The Non-teaching staff shall endeavor to finish their leave during the Summer Vacation.
- 15.3.4.5. Earned Leave will not be sanctioned for a period less than 5 days.
- 15.3.4.6. Ordinarily, request for Earned Leave must be submitted at least 15 days in advance.
- 15.3.4.7. Earned Leave to Non-teaching staff is sanctioned by the Principal.
- 15.3.4.8. Earned Leave can be carried forward, but it cannot be accumulated beyond 80 days.

15.4 Leave Without Pay

- 15.4.1. In exceptional circumstances leave without pay may be sanctioned by the Management at its discretion.
- 15.4.2. Leave without pay does not carry any pay or allowance and does not count for increment, unless otherwise specified. Contributions to savings fund will remain suspended for the period.

16. PAYMENT OF SALARY AND INCREMENTS.

- 16.1. An unaided School of the Society is no way obliged to give to its teachers / employees allowances as available to the corresponding status of the aided or government schools. The teacher / employee shall not be entitled to any other benefit / privilege / allowances / increments over and above those prescribed by the School.
- 16.2. The scale of pay and allowance shall be the one drawn up by the Society/Trust.
- 16.3. Every employee shall normally be paid his salary before the 7th of the following month.
- 16.4. Only those who have been in service for two academic years prior to the vacation are entitled to vacation pay if they continue in service.
- 16.5. Annual increments as prescribed in the pay scales shall ordinarily be sanctioned as a matter of course. They will not be withheld except as a disciplinary measure imposed in accordance with the procedure prescribed for adjudication of such measures. Annual increments will fall due only as specified in the letter of appointment or confirmation at the beginning of the academic year.

- 16.6. When an employee working in a lower scale of pay is promoted or appointed to a higher scale of pay, his increment will fall due only after the employee completes one year of service in the higher post after confirmation in the higher grade.
- 16.7. The Management may deduct from an employee's salary any dues such as income tax, savings fund, recovery towards advances, damage or loss of school property, penalties and fines, contributions to various approved activities, unauthorized absence from duty and any other legitimate deductions.
- 16.8. Where the employment of any employee is terminated due to termination, discharge, dismissal or otherwise, wages payable after adjusting recoverable amount, shall be paid before the expiry of the second working day from the date of which he ceases to be the employee of the School.

16.9. **PROVIDENT FUND**

- 16.9.1. All employees shall subscribe to the Provident fund and the Institution shall invest an equal amount. At present the amount is 12% of Basic Salary + D.A.
- 16.9.2. At the beginning of the Provident Fund Scheme, each employee will fill a nomination form in the Prescribed Form.
- 16.9.3. The Provident Fund deductions will be limited to Rs.15,000.00 of wages (Basic + D.A.), subject to a maximum deduction at 12% equaling to Rs. 1800/only. Persons drawing more than Rs.15000.00 at the time of employment and who were not members under the Act earlier are called excluded employees and no PF is to be deducted from such employees.

- 16.9.4. The amount of 12% deducted and sent to the Provident Fund Commissioner is divided into two parts 8.33% goes towards pension a/c. and the balance 3.67% to PF.
- 16.9.5. Pensions are of two types:
 - (a) Widow Pension &
 - (b) Handicapped Pension.
- 16.9.6. No deduction has to be made after the retirement age.
- 16.9.7. When the P.F. amount is not surrendered to P.F. Commissioner, the amount of each employee shall be held by the institution in a Nationalized or Scheduled Bank, following the rules given below:
 - a. If the employee resigns or leaves the School before the expiry of 5 years of service, he shall be entitled to receive only the amount contributed by him to the Fund.
 - b. But if he leaves after 5 years of service, the full balance in the Fund will be credited to his account.
- 16.9.8. The deposits and contributions with interest thereof will be withdrawn and paid to the employee or his nominee or legal heir:
 - (i) On the demise of the employee
 - (ii) On retirement of service, or
 - (iii) On resignation, as the case may be.
- 16.9.9. The subscriber's Pass Book will be kept with the Manager for the time of his service in the institution.

17. NOTICES TO THE EMPLOYEES:

- 17.1. Any matter required to be notified under these rules and any notice by the Management to the employees in the School shall be displayed on the notice board.
- 17.2. When so displayed, such matter or notice shall be deemed to have been communicated to all employees.
- 17.3. Any notice or letter or communication intended for an employee may be delivered to him personally in the premises of the School and the employee is bound to receive and acknowledge the same.
- 17.4. Refusal on the part of the employee to accept the letter or communication will absolve the Management from the obligation to deliver the notice or communication a second time, provided a copy thereof shall be exhibited on the notice board. Such refusal will also render the employee liable to disciplinary action.
- 17.5. In case of an employee, who is absent or on leave, any intended letter or notice or communication shall be sent to him by registered post with acknowledgement due, to his last address as furnished by the employee and the communication or letter or notice so dispatched by registered post with acknowledgement due, to the said address of the employee, shall be deemed to have been served on him. Where such a registered letter or communication or notice is returned undelivered for any reason, it shall deemed to have been served if the copy of the said letter, notice or communication is also sent through Courier Services.
- 17.6. Any matter required to be noticed under the rules and any notice or communication by the Management to employee, will be in English or in Hindi or in Gujarati.

18. MISCONDUCT

- 18.1. Performance of work, demands the acceptance of a certain standard of behavior from all the members of staff.
- 18.2. It is, therefore, considered necessary that staff should be forewarned of those violations, which could result in formal disciplinary proceedings being taken against them, and that, in those cases deemed to be gross misconduct, such proceedings may result in dismissal.
- 18.3. The term 'Misconduct' shall denote any offence or act of commission or omission on the part of the employee, which falls in the general notation of the word misconduct.
- 18.4. These connote offences or acts of commission or omission under or against rules, regulations and practices of the institution detailed in the foregoing clauses of the Service Rules, especially clauses of code of conduct.
- 18.5. Without prejudice to the generality of the term 'misconduct' the following acts of commission and omission shall be treated as misconduct.

18.6. Minor Misconduct:

18.6.1. Notwithstanding being listed under the classification of minor misconduct, any act of commission or omission will be deemed as a major misconduct if the consequences of such an act are of serious nature, and prejudicial to the interest of management.

- 18.6.2. Entering or leaving the premises or department of the institution except by the gates / entrances provided for the purpose.
- 18.6.3 Late attendance or absence from duty without notice or permission or leave.
- 18.6.4. Leaving the place of work during the working hours without permission or absence without permission from the place of work.
- 18.6.5. Failure to carry the Identification Card.
- 18.6.6. Smoking, chewing 'paan', or eating in passages or departments.
- 18.6.7. Failure to wear uniforms, or wearing unclean uniforms or lack of personal cleanliness while on duty.
- 18.6.8. Expectorating or spitting or such unhygienic acts of committing nuisance in the premises of the School except where expressly permitted.
- 18.6.9. Laziness, inefficiency or careless work.
- 18.6.10. Obtaining leave or attempting to obtain leave on false pretenses.
- 18.6.11. Refusal to accept, or take delivery of notice, letters or any communication from the Management.
- 18.6.12. Borrowing or lending money within the school premises, and doing any commercial activity in the premises of the school.
- 18.6.13. Improper or discourteous behaviour towards others in the school premises, shouting, loud talking or making noise in the school premises.

- 18.6.14. Failure to report any disease, which an employee may have and which may endanger any other person.
- 18.7. Major Misconduct:
- 18.7.1. Neglect of duties assigned to the employee.
- 18.7.2. Entering any section or department except for purposes of assigned duties.
- 18.7.3. Late coming or absence of habitual nature.
- 18.7.4. Failure to report for duty when leave has been refused or when leave has been cancelled and employee has been called back to duty.
- 18.7.5. Engaging in private work or trade within the school premises, engaging in other employment while in the service of the school or engaging in the same or different profession outside the school without the written permission of the Management.
- 18.7.6. Failure to report at once to in-charges, when any accident or hazard noticed inside the premises or to report promptly. Any occurrence or defect or mistake which might endanger lives of persons in the institution or which might result in any damage to the property of the institution or that of any others.
- 18.7.7. Any act or conduct within the premises, which is likely to endanger the life or safety of any person.
- 18.7.8. Failure to observe safety instructions or make use of safety devices provided by the Management, or failure to take preventive measures.
- 18.7.9. Unauthorized handling of any machine, apparatus, equipment or material.

- 18.7.10. Failure to report the loss of any tools or materials entrusted to him in the performance of his duties or failure to account for the same.
- 18.7.11. Using indecent language or making false allegations against in-charges, co-employees or others. Speaking in an abusive manner to incharges or others.
- 18.7.12. Insubordination or disobedience, whether alone or instigating others to insubordination or disobedience.
- 18.7.13. Any violation of the POCSO Act Protection of Children from Sexual Offences (Act:2012) or any other child protection Act. Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013.
- 18.7.14. Violation of the guidelines given by the Catholic Bishops Conference of India (CBCI) on Child Protection and Procedures.
- 18.7.15. Refusal to accept or obey any order of transfer from one department of the institution to another.
- 18.7.16. Refusal to accept transfer from one school to another managed by the same Trust/ Society/ Company when needs and exigencies demand.
- 18.7.17. Furnishing false or incorrect information or with-holding any relevant or pertinent information at the time of appointment or at any other time.
- 18.7.18. Trespassing or forcible occupation of any portion of the school premises, unauthorized use or occupation of the accommodation or refusal to vacate the same when called upon to do so by the Management.

- 18.7.19. Unauthorized use of the institution's name, address, telephone or any other description of the institution.
- 18.7.20. Unauthorized use of institution facilities whether or not for personal gain.
- 18.7.21. Theft, fraud, or dishonesty in connection with the property of the institution or activity, property of other employees or visitors to the institution or attempt to do so.
- 18.7.22. Tampering with the records of the institution, falsification, defacement or destruction of any records of the institution, including those pertaining to employees or attempt to do so.
- 18.7.23. Disclosing to any unauthorized person, without written permission of the Principal, any information affecting the interest of the institution with regard to procedures, practice and functioning of the institution.
- 18.7.24. Sleeping while on duty.
- 18.7.25. Gambling.
- 18.7.26. Bringing liquor or any other intoxicants, (including addictive drugs) to the school, consuming any intoxicants in school premises, or reporting for work in an unfit condition because of previous indulgence or under the influence of any intoxicant.
 - 18.7.27. Possessing firearms, other weapons or any other article in the premises detrimental to the security of the institution or persons.

- 18.7.28. Soliciting, demanding, collection or canvassing the collection of money from any one or sale of any kind of tickets within the premises for any purpose or reason without the prior permission of the Management.
- 18.7.29. Creating disturbance or nuisance inside or in the immediate neighborhood of the premises, including its residential sector by fighting, abusing, threatening, intimidating, coercing, assaulting or threatening to assault other employees or others, riotous or disorderly behaviour, gambling or otherwise.
- 18.7.30. Any act subversive of discipline of good behaviour in the premises or outside the premises if it affects the discipline or administration of the institution or has a bearing on the smooth and efficient working of the institution.
- 18.7.31. Intimidating other employees by threats, pressures or other means, with a view to preventing them from attending to their duties.
- 18.7.32. Erection, inscription, exhibition of any matter whatsoever on any place or property of the institution including its buildings, walls, fences, trees, boards or vehicles, or erasing or disfiguring of any inscription, notice or publication put by the Management.
- 18.7.33. Unauthorized removal from or affixing of notice on the notice boards or any other place in the institution and its premises.
- 18.7.34. Organizing, holding, attending or taking part in any meeting, exhibiting, sticking or distributing any handbills, notices, leaflets, pamphlets or

- posters in the premises or in its immediate neighborhood without prior written permission of the Management.
- 18.7.35. Preaching, carrying on or canvassing any religious or political activity in the premises, in any manner whatsoever, without the prior permission of the Management.
- 18.7.36. Preaching of or inciting disaffection or violence in relation to matters and people concerning the institution.
- 18.7.37. Holding a meeting without permission, staging or participating in a demonstration, shouting coercing others to join in group action or picketing within the premises or within a radius of 50 meters from the boundary of the school premises.
- 18.7.38. Participating in a strike or stay-in-strike or abetting, inciting, instigating or acting in furtherance of a strike or stay-in-strike.
- 18.7.39. Delay in the performance of work or go-slow in work or instigation thereof.
- 18.7.40. 'Gheraoing' or surrounding or forcibly detaining in-charges or other employees of the institution or resorting to hunger strike or similar action in or outside the premises.
- 18.7.41. Obstructing the movement of goods, persons or vehicles pertaining to the activities of the institution.
- 18.7.42. Willful damage to work-in-process or to any other property of the institution.

- 18.7.43. Indulging in any acts of sabotage affecting thereby the smooth functioning of the institution.
- 18.7.44. Commission of any offence punishable under the Indian Penal Code where committed inside or outside the institution or conviction by a Court of Law for any criminal offence involving moral turpitude.
- 18.7.45. Indulging in sexual harassment of a co-employee, including any sexual gestures to employee.
- 18.7.46. Any conduct prejudicial to the interest or reputation of the institution or any act of conduct involving moral turpitude or immoral behaviour or act inside or outside the premises.
- 18.7.47. Habitual breach of any standing order / service rule or any other rules or regulations in force in the institution.
- 18.7.48. Committing minor misconduct three times.
- 18.7.49. Any act or conduct likely to affect adversely the peaceful working of the institution in any manner whatsoever.
- 18.7.50. Any other act subversive of discipline and good conduct.

19. **PENALTIES**

- 19.1. Minor Penalties:
- 19.1.1 Censure
- 19.1.2 Fine not exceeding 7 days' basic pay.
- 19.1.3 Withholding an increment in a time-scale for any period with temporary or permanent effect.

19.1.4 Withholding promotion to the next higher grade. When it is proposed to impose any of the minor penalties on an employee, he shall be informed in writing of the allegations or the charges on account of which it is proposed to impose the penalty on him and asked to submit his explanation within a specified period not exceeding 7 days. The explanation, if any, furnished by the employee shall be taken into consideration by the Disciplinary Authority before passing orders. No enquiry shall be necessary for imposing minor punishment.

19.2. **Major Penalties:**

- 19.2.1. Suspension, without pay and allowances.
- 19.2.2. Reduction to a lower post or grade or to a lower stage in the employee's increment scale.
- 19.2.3. Compulsory retirement at an age below the prescribed age for normal superannuation.
- 19.2.4. Discharge or removal from service, which does not disqualify an employee from being considered for future employment in any capacity in the institution.
- 19.2.5. Dismissal from service, which debars the employee from future employment in any capacity in the institution.

19.3. **Suspension**:

19.3.1. The Manager or any other authority empowered in that behalf by the school by general or special order may place an employee under suspension, as per law, where disciplinary proceedings against an employee are contemplated or pending or where a case against an employee in respect of any criminal offence is under investigation or trial.

- 19.3.2. An employee, who is detained in custody, whether on a criminal charge or otherwise, for a period exceeding 48 hours shall be deemed to have been suspended with effect from the date of detention, by an order of the appointing authority and shall remain under suspension until further orders.
- 19.3.3. An order of suspension made or deemed to have been made under this regulation may at any time be revoked by the authority, which made it.
- 19.3.4. Except under clause 19.3.1 above, the suspended employee shall be required to record his attendance at the appointed time and place and daily shall not leave the station unless specially permitted, and shall not gainfully be employed anywhere during suspension period.

19.4. Subsistence allowance:

- 19.4.1. Except suspension due to custodial detention, an employee under suspension shall be entitled to draw subsistence allowance equal to 50% of his pay provided the disciplinary authority is satisfied that the employee is not engaged in any other employment or business or profession or vocation.
- 19.4.2. The amount of subsistence allowance may be reduced to 25% of pay, if in the opinion of the said authority the period of suspension has been prolonged for a period of 6 months due to reasons, to be recorded in writing, directly attributable to the employee under suspension.
- 19.4.3. However if the disciplinary proceedings prolong due to the fault of any reason attributed to the management, the subsistence allowances may be paid at the rate of 75% of pay.

19.4.4. When the employee under suspension is reinstated, being exonerated, he will be given full pay and allowances which he would have been entitled to if he had not been suspended, less the subsistence allowance already paid to him. Otherwise, he will be given such proportion of pay and allowances as the school may prescribe.

19.5. Dismissal:

- 19.5.1. An employee may be dismissed from service on grounds, such as gross insubordination, deliberate or serious neglect of duty, gross misconduct or commission of an act which constitutes a criminal offence, dishonesty, corruption, misappropriation of funds, sex-perversity or act of moral turpitude.
- 19.5.2. An employee may be removed from service on the grounds mentioned above as also on the grounds of inefficiency in administration or institutional work or tuition without prior written permission or employment elsewhere.
- 19.5.3. An employee may be reduced in rank or subjected to diminution in emoluments on grounds such as deficiency in administration, unsatisfactory work or conduct, lack of interest in co-curricular activities or discharge of examination duties or doubtful integrity. Reduction may be to a lower post or timescale or to a lower stage in the time table.
- 19.5.4. No order imposing any of the major penalties shall be made except after an inquiry is held in accordance with these Rules after complying with the principles of natural justice.

19.6. **Disciplinary Proceedings:**

- 19.6.1. On receipt of a complaint or an adverse report of facts of a serious nature, after preliminary investigation, where disciplinary proceedings are contemplated or are pending or where criminal proceedings against an employee in respect of any offence are in progress and the Committee of Management is satisfied that it is necessary or desirable to place the employee under suspension pending enquiry, may by an order in writing suspend the delinquent employee with effect from such date as may be specified in the order.
- 19.6.2. In the same order the amount of subsistence allowance, the requirement of his attendance at the specified time and place and any other requirements shall be stated in accordance with the facts, situation and circumstances.
- 19.6.3. For the purpose of conducting the enquiry, the Committee of Management shall appoint an enquiry officer as so resolved to appoint any person or persons according to the nature of enquiry contemplated, irrespective of his / their association with the institution or with the Society or not.
- 19.6.4. The grounds on which it is proposed to take action shall be reduced in the form of a definite charge-sheet, which shall be communicated to the employee charged and which shall be precise as to give sufficient indication to the charged employee of the facts and circumstances against him.
- 19.6.5. He shall be required within three weeks of the receipt of charge-sheet to put in a written statement of his defense.
- 19.6.6. If the employee does not submit any written explanation or explanation submitted is not found

satisfactory or if he denies the charges leveled against him, an oral enquiry shall be held and the employee concerned shall be given full and all reasonable opportunity to defend himself.

- 19.6.7. On the date fixed by the enquiry officer, the employee shall appear before the enquiry officer at the time, place and date specified in the notice.
- 19.6.8. The School shall appoint a Presenting Officer to present the case on behalf of the Management.
- 19.6.9. The enquiry officer shall ask the employee whether he pleads guilty or he has any defense to make, the enquiry officer will record the plea, sign the record and obtain the signature of the employee concerned thereon as well.
- 19.6.10. If the employee does not plead guilty, on the date fixed for the enquiry, the oral and the documentary evidence by which the charges proposed to be proved shall be produced on behalf of the School.
- 19.6.11. The witnesses shall be examined in the presence of charge sheeted employee by the Presenting Officer and may be cross-examined by or on behalf of the employee.
- 19.6.12. The Presenting Officer shall be entitled to reexamine the witnesses if he so desires or the situation so requires.
- 19.6.13. The evidence on behalf of the employee shall thereafter be produced. The person charged shall be permitted to be assisted by a co-employee of the School. No outsider or legal practitioner or any other person except co-employee shall be permitted to assist or defend him in the enquiry.
- 19.6.14. The employee or his representative shall be entitled to cross examine the witnesses, to give evidence in

person, and to have such witnesses called as he may wish; provided that the enquiry officer conducting the enquiry may, for sufficient reasons to be recorded in writing, refuse to call a witness. The proceedings shall contain a sufficient record of the evidence and statement of the findings and the grounds thereof.

- 19.6.15. If the employee does not appear in spite of information and after being afforded with opportunity of hearing in enquiry, the enquiry officer shall hold the enquiry exparte.
- 19.6.16. On conclusion of the enquiry, the enquiry officer shall record his findings and the enquiry report shall be submitted to the Authority concerned by the enquiry officer along with the record of proceedings and related documents.
- 19.6.17. Soon after the report of the proceedings and reports from the enquiry officer are received, the Committee of Management shall consider the report of the proceedings and recommendations made by the enquiry officer and take a decision on the case.
- 19.6.18. If the Management plans to impose any punishment on the delinquent employee, a Show Cause notice, shall be served upon the employee together with a copy of the enquiry report, indicating the punishment proposed to be imposed in order to give him an opportunity to give his explanation and make representation within 15 days.
- 19.6.19. On receipt of the explanation, the Managing Committee before passing the final order shall allow the employee, if he so desires, to appear before the Committee in person to state his case

- and answer any question that may be put to him by any member present at the meeting.
- 19.6.20. They shall take into account the gravity of the misconduct, the previous record of the employee and any other extenuating or aggravating circumstances that may exist in awarding punishment under these rules.
- 19.6.21. The nature and quantum of punishment shall be at the discretion of the Management.
- 19.6.22. Order made by the disciplinary authority with regard to imposition of penalties shall be communicated to the employee concerned by hand or Registered A.D. post / speed Post at the recorded address of the employee.
- 19.6.23. He shall be deemed to have been discharged or dismissed with effect from the date of suspension unless otherwise provided in the order of discharge or dismissal.
- 19.6.24. The pay and allowance of an employee who is dismissed or removed or discharged from service shall cease from the date of his dismissal or removal or discharge from services so mentioned therein.

19.7. Right of Appeal

- 19.7.1. An employee, on whom a major penalty has been imposed, shall have the right of appeal to the authority next higher in rank to the authority who has imposed the said penalty. The penalty, however, shall become operative immediately and the employee shall carry it out immediately.
- 19.7.2. The appeal must be filed within 30 days of the date of service of the order by which the major penalty has been imposed.

- 19.7.3. The appeal must be written in civil language and be free from any statement which is not strictly relevant to the subject matter of appeal.
- 19.7.4. The appeal shall contain all materials statements, explanations and arguments, and shall be complete in itself. It shall specify the relief prayed for.
- 19.7.5. The appeal shall be submitted to the appellate authority through the head of the institution.
- 19.7.6. When an appeal is presented to the appellate authority in accordance with the aforesaid rule, the appellate authority shall dispose of the same on the basis of records. No party shall be entitled to personal hearing, unless the appellate authority desires it.

19.8. **Right of Review**

19.8.1. If, where, and only where, a major penalty has been imposed, and the appeal lodged in respect of such penalty has been totally rejected, the appellant shall have the right of submitting, within 30 days of the service of Order-In-Appeal, a petition to the President of the Education Trust/society for seeking a review of the penalty.

20. AMENDMENTS

- 20.3. The Trust/Society may amend, modify, subtract or add to these rules, through resolutions / office orders / circulars from time to time.
- 20.4. All such amendments, modifications or additions shall take effect from the date as stated therein and shall be binding on all employees.



GUIDE LINES ON THE USE OF THE BOOK

Instructions for Implementation

'GEBCI Guidelines to Policies and Employees Service Rules' is an outcome of long term team work and detailed study and research made by a team of committed persons. It is now ready for implementation....but prior to execution the persons responsible should follow certain important strategies since it has far reaching effect on multiple stakeholders.

GEBCI GUIDELINES TO POLICIES AND EMPLOYEES SERVICE RULES: A MERE DIRECTIVE

The employer is responsible for making policies and rules. GEBCI is not an employer, thus the 'GEBCI Guidelines to Policies and Employees Service Rules' are merely a directive for its member Trusts/ Societies/ Companies. The employer Trust/ Society/ Company may adopt the entire document by a resolution passed by competent authority of the particular Trust/ Society/ Company according to the provisions of its constitution.

An important factor in adopting 'GEBCI Guidelines to Policies and Employees Service Rules', each Trust/Society/Company is free to adopt it fully or partially, make alteration, additions, reservations etc... provided that the resolution passed by the competent authority should clearly mention what are adopted, altered, added etc...

1. IMPORTANCE

'GEBCI Guidelines to Policies and Employees Service Rules' serve several important functions:

- Communicates values and expectations for how things are done at Catholic Schools in Gujarat
- Keeps the Catholic Schools in Gujarat in compliance with legislation and provide protection against employment claims
- Documents and implements best practices appropriate to the Catholic Schools in Gujarat
- Supports consistent treatment of staff, fairness and transparency
- Helps School management to make decisions that are consistent, uniform and predictable
- Protects individuals and the Catholic Schools in Gujarat from the pressures of expediency

2. AREAS OF CONSIDERATION IN THE DOCUMENT

- Code of Conduct
- Confidentiality
- Conflict of Interest
- Working conditions
- Attendance
- Hours of work
- Termination (Voluntary and Involuntary)
- Recruitment
- Compensation
- Performance Management
- Learning and development
- Benefits and Eligibility

- Privacy
- Employee Information
- Leave
- Vacation
- Disciplinary Measures
- Health and Safety
- Accident Reporting
- Workplace Violence
- Alcohol and Drug Use Policy
- Use of School Equipment
- General policy on the review and update of organization policies

3. IMPLEMENTATION

After the adoption resolution of the 'GEBCI Policies and Employees Service Rules' by any particular Trust/ Society/ Company, it becomes a binding document for it. Next step is the implementation of the Policies and Employees Service Rules so resolved. The methods below are to be used to develop a strategy to ensure employees are aware of, understand and have the skills to implement and comply with the Policies and Employees Service Rules that underpin how they work.

Employees, Principals, Managers and any other key stakeholder must have access to up-to-date copies of the policies and procedures that are relevant to their role in the School and be advised of and understand the policies or changes to policies coming into effect.

They should know: What concerns and issues are likely to be raised about the policy and how they will be dealt with? If concerns are likely to be significant, an initial face to face communication through an information session with

principal or manager will be a more effective approach than written submission.

Ensure that Managers, Principals, and other key stakeholder must have enough information for effective implementation and comply with the policy. In case they need training or additional information it has to be arranged.

For the handbook to serve as valid documentation, it must be updated as policies are updated and changed. For this reason it is often a good idea to designate someone with this responsibility.

4. INFORMATION SESSIONS

Holding an information session is a good way to ensure that employees understand a new policy and have the opportunity to ask questions. It is particularly useful when concerns may be significant. In the session cover the following:

- Decisions that led to the development of the policy
- Goal of the policy
- Process taken in developing the policy (e.g., consultation, research, benchmarking)
- How the new policy impacts employees and expectations

It is a good idea to keep a record of attendance for the session so you can follow up with anyone who was not able to attend, and have documentation that the policy was communicated.

5. STATEMENTS OF UNDERSTANDING

For important policies and possibly the employee handbook, you may want to have each employee sign a statement acknowledging that they have read, understood, and agreed to abide by the policy. If you do this, you must have a plan for

consistently ensuring that all current and new employees receive a policy orientation and sign a statement and that they do this every time there are significant updates to the policy. This approach is particularly recommended where contravening the policy could result in harm to the institution or where disciplinary measures could result from not following the policy. (Specimen: Annexure - 1)

6. COMMUNICATION OF CHANGES TO POLICIES

The best policies in the world will do no good at all if the employees are unaware of them. Employers sometimes lose claims if they are unable to show that the claimant had been informed of the policies he or she violated. Some changes to policy may be so fundamental that they could attract claims of constructive dismissal. It is critical to provide employees with sufficient notice of any fundamental change in a term or condition of their employment. If you are uncertain it is prudent to seek legal advice. Make sure that significant updates to policies are communicated and that if employees are required to give in writing a statement of understanding, this forms part of the communication of the updated policy.

7. SUGGESTED ACTIVITIES

Publish a notice announcing passing of the resolution regarding the adaptation and implementation of the Policies and Employees Service Rules, with specific list of additions, amendments, reservation etc.... If the school has the practice of circulating the notice to all staff, get signature of the receipt from every staff, if the school has the practice of putting on the notice board, take a photograph of the notice displayed; both records must be filed for future use.

- Give every employee a copy of the policy handbook and have each employee sign and date a form acknowledging receipt.
- The acknowledgment of receipt form should have each employee affirm that they have received a copy, have had an opportunity to ask questions about the handbook, and that they agree to comply with the Trust/Society/Company policies.
- Have a Trust/Society/company representative witness the employee's signature and sign and date the same form.

For further assistance and consultation, contact:

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ANNEXURE - 1

Specimen for Acknowledgment and Expression of Consent:

To,
The President/ Secretary/ Managing Trustee
(Name of the Trust / Society /
Company managing the School)
Registered address of the Trust

Acknowledgment and Expression of Consent

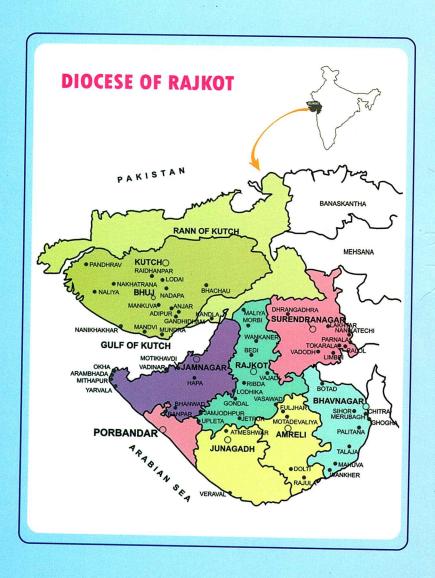
Respected Father / Sister	
I,	Son/Daughter of
aged	residing at
,	being employed as
(designation)	at
managed by	Trust /
Society / Company since	(Date of
Appointment), had the privilege of	receiving a copy of
(GEBCI/Particular Trust/Society/ Co	ompany) Policies and
Employees Service Rules. I thank	the management for
providing me the document and ackn	owledge the reception
of the same.	

I hereby affirm that I have read the Policies and Employees Service Rules document, read it fully and had all clarifications on matters pertaining to me and understood its various implications on my employment in the institution. I hereby give my consent without any reservation for the implementation of the said Policies and Employees Service Rules. I promise to be abiding by it.

I have mad	de this declaration on	date in the
year of	in the presence of	
	representing the Trus	t / Society /
Company.	My declaration is made without	any force or
coercion v	with my full consciousness and n	ot under the
influence o	of any intoxication.	

Employee	Representative witness
Signature	Signature
Name:	Name:
Address:	Address:
Place:	Place:







Published by

Diocese of Rajkot

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Phone: 0281-2563891, 2563203