

Staff Service Conditions**Contents**

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1. Introduction

1.1 About the Institute

Xavier Institute of Engineering hereinafter referred to as XIE or "the College" (for the sake of brevity) was established in the year 2005 by the Society of Jesus (Bombay province under the banner of Bombay Xaverian Corporation Ltd) and is managed by the Xavier Institute of Engineering Society, Mahim, Mumbai which is registered under the Societies Registration Act, 1860 with Registration No. BOM. 252/1971 G.B.B.S.D and the Bombay Public Trust Act, 1950 under Registration No.F-2390.

The All India Council for Technical Education (AICTE), by letter F. No 06/07/MS/ENG/2005/012 dated 29th June, 2005, granted approval for starting the Engineering College in three branches, viz., (i) Information Technology, (ii) Computer Engineering & (iii) Electronics & Telecommunication Engineering, with an initial intake capacity of 60 students in each branch. The Govt. of Maharashtra granted its approval through GR No. TEP/2005/(342/05)/TS-1 dated 30th June 2005. The Directorate of Technical Education (DTE), Government of Maharashtra granted recognition to the College, by letter No. 2/NGC/Manyata/2005/584 dated 12th July 2005. The University of Mumbai by letter No. Aff/Recog-1/535/2006 dated 27th January 2006, granted affiliation to the College for the aforesaid three branches.

XIE is a Christian (Roman Catholic) Minority Educational Institution within the meaning of Section 2(g) of the National Commission for Minority Educational Institutions Act, 2004. On an appeal from the College, the National Commission for Minority Educational Institutions was pleased to issue the certificate bearing F. No. 233 of 2007/-19906 dated 7th June 2007, declaring the College as a Minority Educational Institution covered under Article 30 of the Constitution of India. The College thus, is a Private, Un-aided, Religious Christian Minority Educational Institution.

1.2 Our Vision

**“To nurture the Joy of Excellence
In a World of High Technology”**

1.3 Our Mission

**To strive to match Global Standards in Technical Education by
Interaction with Industry,
Continuous Staff Training and
Development of Quality of Life.**

2. Preamble

- 2.1 These service conditions shall be called 'XIE Staff Service Conditions.'
- 2.2 They are deemed to be in force since the inception of the Institute i.e. from June 2005 onwards, unless specifically stated otherwise.
- 2.3 These rules are applicable to all the employees of the Institute **i.e.**, teaching and non-teaching staff, unless specifically exempted.
- 2.4 The Management of the College may under special circumstances formulate separate service rules for certain categories/individual employees and in that case some of the rules mentioned herein may not be applicable in their case.

3. Definitions

- 3.1 'The Institute' means 'Xavier Institute of Engineering', 'XIE' for short. The term Institute and College are synonymous and interchangeably used.
- 3.2 'The Governing Body' is the Board of Trustees i.e. The Jesuit Fathers, which is the ultimate authority on all matters of the Institute.
- 3.3 'The Governing Council or the Executive Committee' means the body which actually conducts, the affairs of the College, which has been appointed by the Governing Body and is an authority of the College. It decides policy matters of the Institute keeping in view, the overall objectives of the Society in consultation with the Director of the Institute and guides the Director in the management of the of the Institute.
- 3.4 'The Chairman' is the Provincial of the Society of Jesus (Bombay Province) and is the Head of the Board of Trustees and the Governing Council or the Executive Committee of the College.
- 3.5 'Director' is the Head of the Institute/College and is appointed by the Governing Body i.e., The Society Jesus. He looks after the day to day governance of the College and takes the inputs from the GC or the Executive Committee in framing policy decisions of the College and such related matters.
- 3.6 'Administrator' assists the Director in the management of the administrative/ temporal matters of the Institute.
- 3.7 'University' means the University of Mumbai.
- 3.8 Appointing Authority means the authority competent to make appointments to any post/position/job in the Institute. The appointing authority i.e. the Director, is also the competent authority to initiate disciplinary actions against the employees, including termination of service.

- 3.9 'Competent Authority' means the authority competent to exercise different powers and functions of the Institute i.e. the Director.
- 3.10 'Principal' is the person appointed by the Management i.e. the Director, to look after the day to day operations of the College, mainly the academic processes and their improvement in consultation with the Director.
- 3.11 'Employee' means a person appointed to serve the Institute for a remuneration including those appointed on probation, ad-hoc and contractual basis, but specifically excludes visiting and part time faculty.
- 3.12 'Probation' means an appointment made on specified conditions for a stipulated period to a post for determining one's fitness for eventual confirmation in the post.
- 3.13 'Continuous Appointment' means an appointment held by an employee without any break.
- 3.14 'Contract' means a agreement entered into in writing between the 'Competent Authority' and an employee of the College.
- 3.15 'Contract Post' means a post which an employee may not hold for more than a limited period without any re-appointment.
- 3.16 'Holiday' means a Sunday or any other day declared as a holiday by the Competent Authority.
- 3.17 'Lien' means the title of an employee to hold the post in which he/she is confirmed either immediately or on the termination of a period or periods of absence,
- 3.18 'Temporary Appointment' means an appointment made on a purely temporary basis either against a permanent post or a tenure post or against a vacant position/vacancy.
- 3.19 'Time-Scale of Pay' means the scale in which the pay rises, subject to the terms and conditions prescribed from a minimum to a maximum.
- 3.20 'Faculty' means the teaching staff of the Institute and includes the Principal.
- 3.21 'Staff' mean both teaching and non-teaching (administrative and technical) employees.
- 3.22 'Teacher' means approved Professor, Assistant Professor, and Lecturer and includes the principal.

4. Employee Classification

The employees are classified as follows :

- 4.1 'Temporary employee' is one who is appointed for a limited period of work which is essentially of a transitory nature.
- 4.2 'Trainee' is one who is a fresher without any previous experience of the job, and is appointed for on-the-job-training for a prescribed period with/without stipend. After successful completion of training, the trainee may be considered for an ad-hoc appointment or probation against a permanent post/ vacancy at the sole discretion of the Management of the College.
- 4.3 'Ad-hoc employee' is one who is appointed against any vacant position on an ad-hoc basis for a limited period as may be prescribed and is essentially temporary in nature. An employee appointed on ad-hoc basis may be considered for probation against permanent post/vacancy provided his/her performance has been found acceptable to the Management or his/her services may be extended/ terminated as per the terms of appointment, provided he/she has acquired the qualifications as per rule.
- 4.4 'Probationer' is one who is provisionally appointed on specified conditions for a stipulated period to a post for determining one's fitness/suitability for eventual confirmation in the post. In case of an existing employee who is serving temporarily / ad-hoc basis, his/her employment shall be first terminated before appointing the person on probation. Probation period may be extended if required (as the case may be) at the sole discretion of the management
- 4.5 'Permanent employee' is one who is confirmed in the service of the Institute after satisfactory completion of the probation period as per the terms of appointment by a separate communication in writing to that effect. No employee is deemed to be confirmed automatically at the end of the probation period.
- 4.6 'Contractual employee' is one who is appointed on a contract on such terms and conditions for a specific period which may be renewed at the sole discretion of the Management.

5. Recruitment and Employment

5.1 Policy

Recruitment for various posts in the College will be from persons with requisite qualifications, knowledge, skill, experience and aptitude as may be prescribed by the Competent Authority for the position. The College generally follows the qualifications, pay scales and other guidelines issued by the University, the All India Council for Technical Education (AICTE) and Government Resolutions, from time to time in this regard.

5.2 Employee Designations

Employees shall be designated as per the University / AICTE guidelines as far as possible. However, the Management reserves the right to have separate designations wherever applicable.

5.3. Recruitment & Selection Process

5.3.1 Advertisement

All vacant posts which need to be filled in will be generally advertised in well known newspapers and on the College website after obtaining approval of advertisement from University of Mumbai.

5.3.2 Selection Process/ Selection Committee

Eligible candidates will be interviewed and recommended for selection by the Selection Committee appointed for the purpose by the Management.

Based on the report of the Selection Committee and the approval of the Executive Committee, candidates selected will be appointed by the Competent Authority in an appropriate salary structure applicable for the relevant post, subject to medical fitness certified by a Registered Medical Practitioner from the panel appointed by the Competent Authority.

Candidate who is issued an appointment letter will have to complete joining formalities as may be prescribed including medical examination within the stipulated time period. The Management may also do reference check of the candidates recruited.

5.4 Probation and Confirmation

5.4.1 An employee shall subject to the procedure prescribed for selection and appointment, be appointed on probation for a period of 24 months from the date on which he/she joins duties and after the satisfactory completion of the probation period he/she may be confirmed and informed accordingly in

writing; or his/her services shall be terminated provided that at least one month's notice is served on him/her prior to the expiry of the period of probation or one month's pay is paid to him/her in lieu of the notice period.

5.4.2 It shall not be necessary to assign any reason for terminating the services of an employee on probation if it is felt that he/she has not completed his/her probation satisfactorily.

5.4.3 No employee is deemed to be confirmed automatically at the end of the probation period unless a separate communication in writing is issued by the competent authority i.e., The Director, confirming the service of an employee.

5.4.4 The Management of the College shall maintain an assessment report of a teacher on probation and the competent authority i.e., the Director shall decide, if a teacher is to be confirmed or not at the end of the probationary period.

5.5 Retrenchment on account of abolition of post or reduction in workload.

5.5.1 In the event of abolition of a post or reduction in work load, a teacher / employee may be retrenched/ terminated by giving him/her one months notice or one month's pay.

5.5.2 Three months notice or three months pay in lieu thereof, if the teacher / employee is confirmed in the post. In case the workload is reduced to half or less than half, the teacher concerned, if he/she so wishes, shall be continued as a part-time teacher and shall be paid as per the scale of the part-time teacher.

6. Grade & Pay Structure

The grade and pay structure including normal increments in salary to the employees shall be as per Mumbai University norms as far as possible, since the College is affiliated to Mumbai University. However, being a Religious Minority Educational Institute, the Management reserves the right to have separate grade and pay structure for the employees, as provided by law.

7. General Working Conditions

7.1 Working Hours/Working Days:

All employees shall observe the duty hours as applicable to their respective category in the Institute/College and as may be informed from time to time.

7.1.1 Teaching Staff: 6 day week (Mon - Sat). Saturday will be a non-instructional working day.

7.1.2 Non-teaching (Technical & Office) Staff: 6 day week (Mon -Sat)

7.1.3 The above working days/working hours are subject to change as may be decided by the Management at any time by issuing a communication and without paying any additional remuneration.

7.2 Attendance

7.2.1 Recording of Attendance:

All employees are required to record their daily attendance (both 'IN' and 'OUT' time) either electronically by swiping the attendance magnetic card or by biometric and signing on the attendance muster as the case may be.

In case an employee has forgotten to record his/her attendance, he/ she is required to regularize the same by either on the same day or latest by the following working day by giving a letter duly authorized by the competent authority (Director) to the Office/Accounts section.

7.3 Late reporting for duties

7.3.1 All employees are required to be at their workplace on time at the start of their respective working shift.

7.3.2 Any employee reporting late for duties by more than 10 minutes of the start of the shift on more than 3 occasions in a month will lose half day's casual leave which will increase in the same proportion for every subsequent 3 occasions.

7.3.3 An employee reporting late for work beyond one hour (60 minutes) will lose half day's casual leave for each such occasion.

7.3.4 Habitual late reporting for duties will amount to misconduct and is liable for disciplinary action.

7.3.5 Notwithstanding the above, the competent authority (Director) may condone late coming for genuine reasons, viz. disruption/delay of public transport system, heavy rains, bandh or such other reasons. An employee may also seek prior sanction from the competent authority to report late to work or to leave early for genuine reasons. Such late coming must be subsequently regularized with a written note duly sanctioned by the competent authority and submitted to the attendance section.

7.4 Outdoor duty

An employee on outdoor duty either directly from home or after recording attendance must regularize his/her absence either for the full day or part of the day by filling in the prescribed outdoor duty form and submit the same to the attendance section duly sanctioned by the Competent Authority, along with proofs of the outdoor duty. Failure to regularize such absence while on outdoor duty will result in marking the same as leave without pay.

7.5 Weekly Off

The weekly off of the Institute at present is Sunday. However the Management reserves the right to change the weekly off depending on the need, at any time in

future by issuing a suitable communication. Notwithstanding the above, the Management at any time, may introduce staggered weekly-off system for a section of employees or an individual employee, depending on exigencies of work. An employee will not be entitled to any additional compensation for working on staggered weekly off basis.

7.6 Paid holidays

Presently the Institute grants paid public holidays which include also the national holidays, as declared by the University of Mumbai. However, the Management reserves the right to make changes either in the number of holidays or cancel/ substitute a holiday as the case may be depending on specific needs of the College.

7.7 Vacation

7.7.1 Vacation is applicable only to the teaching staff who are confirmed and those who have completed one year of probation / 3 semesters of teaching.

7.7.2 The calendar for an academic year including vacation shall be as fixed by the University from time to time.

7.7.3 A teacher other than Principal is entitled to 60 days of vacation during the period of 12 months commencing from the beginning of the academic year.

7.7.4 Every teacher shall be expected to undertake such work in the college during the vacation relevant to his/her duties as a teacher as may be assigned to him/her by the Principal/ Director provided that every teacher shall have the option to enjoy over the year a total of 60 days vacation.

7.7.5 The Principal/Director may reject the vacation/ part of the vacation to a teacher if his/her services are required in the College. If a teacher is unable to go for vacation due to his/her responsibilities in the College, then the unconsumed vacation due to a teacher will be converted into one half of such unutilized vacation. (one half of unutilized vacation will be converted into Earned Leave).

7.7.6 When a teacher ceases to be an employee of the College, the unconsumed vacation due to him/her at that point of time will be encashable.

7.8 Leave Facilities

7.8.1 General

7.8.1.1 All leaves are calculated on the basis of calendar year from 1st January to 31st December every year.

7.8.1.2 No leave can be claimed as matter of right. All leaves require specific sanction from the Director/ Principal as per leaving sanctioning procedure. Discretion to grant, refuse, revoke or cancel leave already granted depending on exigencies, lies with the sanctioning authority.

Kinds of leave

The following kinds of leave would be admissible to employees:

7.8.2 Casual leave

7.8.2.1 Every employee (permanent, probationer and ad-hoc) other than contractual is entitled to get maximum 12 (twelve) days casual leave in a calendar year. Employees joining in-between the calendar year will be granted casual leave on pro-rata basis. However, It can be either increased or decreased as per the University/State Govt circular.

7.8.2.2 Casual leave cannot be combined with any other kind of leave except half day casual leave (post noon) preceding earned leave.

7.8.2.3 Casual leave cannot be taken for more than four days at a time. It may be either prefixed or suffixed with holidays or Sundays provided the total period of absence including holidays/ closed days and weekly off doesn't exceed seven days at one time.

7.8.2.4 Casual leave can be granted for half day except on Saturday where if it is observed as half working day, in which case the casual leave will be treated as full day.

7.8.2.5 Casual leave can neither be accumulated nor encashed.

7.8.2.6 Casual leave shall be applied for in advance in writing. However, in exceptional circumstances where leave cannot be applied in advance before the leave begins, the employee may apply for the sanction *ex- post facto*. In exceptional circumstances leave sanctioning authority may grant *ex-post facto* sanction of casual leave. If the leave sanctioning authority is not satisfied about the exceptional circumstances, the casual leave availed of without prior permission may be treated as leave without pay or unauthorized absence.

7.8.2.7 Mass casual leave shall not be treated as casual leave but misconduct and will be dealt with accordingly.

7.8.2.8 Leave sanctioning Authority may refuse to grant casual leave depending on the exigencies of work or if the reason is not genuine.

7.8.2.9 If no casual leave is balance in the account of an employee, the Director may at his sole discretion grant leave without pay.

7.8.3 Earned Leave

A) *For Confirmed/Permanent Teaching Staff*

7.8.3.1 The Principal being an administrative, academic head of the college shall be treated as a non-vacation teacher and shall not be entitled to vacations to which others

are ordinarily entitled. He/she shall, however, be entitled 30 days of earned leave and subject to a maximum accumulation of 180 days.

7.8.3.2 If a teacher is unable to utilize vacation due to his/her responsibilities in the College, then the unutilized vacation due to the teacher will be converted into Earned Leave equal to one of half of such unutilized vacation as per clause no.7.7.5 above, provided however, such leave cannot be accumulated for more than 180 days which is the accumulation limit for earned leave.

B) For Confirmed/Permanent Non-Teaching Staff

7.8.3.3 All the confirmed permanent non-teaching staff are entitled to 30 days of Earned leave in a calendar year worked out on the basis of 1/11th of the working period, excluding leave period.

C) General

7.8.3.4 Unutilized earned leave at the end of the year shall be carried forward to the following year.

7.8.3.5 Earned leave can be accumulated upto 180 days. Leave in excess of 180 days shall automatically get lapsed.

7.8.3.6 Application for earned leave shall be submitted to the sanctioning Authority i.e. Director at least 15 days in advance.

7.8.3.7 The maximum earned leave that may be sanctioned at a time, shall not exceed 60 days.

7.8.3.8 Earned leave shall not be sanctioned for less than 3 days at a time and not more than 3 occasions in a year.

D) Earned Leave Encashment

7.8.3.9 Earned leave can be encashed upto a maximum of 15 days in a year while availing an equivalent period or more of the remaining leave. In case an employee has not gone on leave in a particular year, then leave can be encashed upto 30 days in the subsequent year provided however, the employee proceeds on leave for a minimum period of 15 days or more.

7.8.3.10 All accumulated earned leave (max.180 days) is encashable at the time of separation from the college.

7.8.3.11 The cash equivalent for the purpose of encashment of earned leave shall be only Basic + Dearness Allowance.

7.8.4 Sick Leave

7.8.4.1 All permanent employees (teaching & non teaching) are entitled to 7 days of sick leave with full pay on medical grounds.

7.8.4.2 If an employee reports sick for more than three consecutive days at a time, he/she shall be required to produce a medical certificate from a Government Medical Officer or a Registered Medical Practitioner, along with the leave application which may be sent through a messenger/courier or by registered post. The College shall have at all times a right to verify the medical certificate produced by the employee. If such verification does not satisfy the College authorities that the sick leave applied for is not on proper grounds, the College may refuse to grant such sick leave.

7.8.4.3 At the time of rejoining duty after sick leave, the employee shall produce a certificate of fitness obtained from the Government Medical Officer or from a Registered Medical Practitioner approved by the College.

7.8.4.4 Unutilized sick leave shall be carried forward to the following year subject to a maximum accumulation limit of 15 days. Any sick leave beyond the accumulation limit shall automatically get lapsed.

7.8.5 Maternity Leave

7.8.5.1 A lady employee who has been confirmed and who does not have two or more children living as on the date of the application, shall be entitled for maternity leave on full pay for a period of 90 days from the date of its commencement. During such period she shall be paid leave salary equal to the pay drawn immediately before proceeding on leave.

7.8.5.2 Any increment/salary increase which may fall due to a lady employee during the maternity leave period shall be effective prospectively without any arrears, only after resumption of duties.

7.8.5.2 Maternity leave may be combined with Earned leave or Sick leave subject to a maximum of 90 days, excluding maternity leave.

7.8.5.3 A lady employee who has not been confirmed shall also be eligible for maternity leave, subject to the provisions of this clause, as under:

- i) A lady employee who has completed two years of continuous service and is appointed on probation shall get maternity leave on full pay.
- ii) A lady employee who has completed one year of continuous service and is appointed on probation shall get maternity leave on half-pay.

7.8.5.4 In the case of miscarriage or abortion, including abortion, induced under the Medical Termination of Pregnancy Act, 1971, maternity leave not exceeding six weeks shall be admissible on the production of a medical certificate.

7.8.5.5 In the case of a lady teacher entitled to vacation, if the delivery takes place during the vacation, maternity leave shall not run concurrently with the vacation. In short maternity leave starts from the date of delivery.

7.8.5.6 The above leave provisions are not applicable to employees on ad-hoc appointments/temporary/contractual appointments.

7.8.6 Leave Sanctioning Authority

The sanctioning authority for different kinds of leave for all employees other than administrative staff shall be as under:

7.8.6.1 All kinds of leave to the Principal - Director

7.8.6.2 All other types of leave up to 3 days - Principal/Director

7.8.6.3 All types of leave for more than 3 days at a time - Director

7.8.6.4 All kinds of leave for Administrative staff- Director

7.8.7 Leave Salary:

Leave salary shall be the monthly basic pay and allowances to which an employee is entitled, immediately before the commencement of leave.

7.8.8 Employee Leave Record

Employee Leave record is maintained calendar year wise and, is maintained in the Administrative section of the office. Employees shall apply for all types of leave in the Leave form and after obtaining sanction should immediately submit the form to the Administrative section of the office.

8. Sponsorship for Higher Studies & Study Leave

8.1 Policy

As the Institute is committed towards excellence, the Management appreciates and encourages the staff to seek higher educational qualification subject to the rules and procedures laid down from time to time.

8.2 Type of sponsorship

Sponsorship for higher studies is of two types namely,

8.2.1 Study Leave with full pay - applicable only for confirmed staff.
(Based on the requirement of the Institute and the department)

8.2.2 Study leave without pay - applicable for confirmed as well as probationers.(Based on the requirement).

8.3 General Rules

8.3.1 Any staff member seeking higher educational qualification shall make an application in writing to the Director and seek his sanction in writing before applying to any College/Institute to seek admission for higher studios.

8.3.2 The application should clearly mention the course, field of specialization and the name of Institute/University in which the staff member would like to be enrolled for higher studies.

8.3.3 The staff member, who has obtained the sanction from the

Director as above, shall subsequently inform in writing the type of sponsorship he/she would like to avail and the period of study leave with dates which should be also separately applied in the Leave Card as per leave procedure.

8.3.4 The concerned staff member before proceeding on study leave, shall execute an Agreement - cum - Service Bond engrossed on a non-judicial stamp paper, assuring an undertaking to the Institute that after the successful completion of the higher course and rejoining, he/she will serve the Institute for a minimum prescribed period failing which he/she shall be liable to pay liquidated damages to the Institute, as stipulated in the bond.

8.3.5 The concerned staff member will rejoin his/her post with the Institute on the same basic pay drawn at the time of proceeding on study leave, at the end of the sanctioned leave period. No increments/increase in salary will be considered during the study leave period and if any such increments fall due during such period, the same shall be considered prospectively only after the staff member rejoins the College on completion of the study leave period

8.4 Sponsorship Norms for Higher Studies

The salient features of sponsorship norms for higher studies are as given below:

SPONSORSHIP NORMS FOR M.E / M.TECH/M.PHIL COURSE

Type of Sponsorship (1)	Period of Study Leave (2)	Salary /Allowances Payable (3)	Bond Period (4)	Liquidated damages (5)
Study Leave With Pay	2 years	Basic with applicable allowances	5 years on completion of M.E./M Tech	60 months basic salary + allowances Less 30%
Study Leave Without Pay	2 years	NIL	2 years after rejoining on completion of M.E./ M Tech	24 months basic salary + allowances Less 30%

SPONSORSHIP NORMS FOR Ph. D COURSE

Type of Sponsorship (1)	Period of Study Leave (2)	Salary/ Allowances Payable (3)	Bond Period (4)	Liquidated damages (5)
Study Leave with Pay	3 years	Basic with applicable allowances	6 years on completion of Ph.D programme	72 months basic salary + allowances Less 30%
Study Leave Without Pay	3 years	NIL	3 years after rejoining on completion of Ph.D.	36 months basic salary + allowances Less 30%

Note: Norms for study leave with or without pay for less than 2 years will be decided on case to case basis broadly applying the above guidelines. However, the bond period in any case will not be less than 5 or 6 years based on the candidates admission to ME or Ph.D program.

9. Workshops, Seminars, STTPs

9.1 The management expects that all its staff members continuously upgrade their knowledge and skill levels with the latest developments in the field of science, engineering and technology. It is therefore expected that teachers not only participate in workshops, seminars and Short Term Training Programmes (STTPs) conducted outside, but they themselves shall organize and conduct such workshops, seminars and STTPs for our teaching and non-teaching staff in the College as well as for outside participants.

9.2 Whenever staff members are deputed for outside Workshops, Seminars, STTPs, etc. besides granting full attendance on such days as outdoor duty, 75% of the course fee is reimbursed by the Institute on production of valid documents and only 25% of the fee is borne by them.

9.3 Staff members are required to take prior sanction in writing from the Director before registering for outside workshops, seminars, STTPs, etc. Permission will be granted only for such learning programmes which in the opinion of the Director is useful for the Institute.

10. Miscellaneous

10.1 Wearing of Identity Badges

All employees who have been issued Identity Badges are required to wear and display them physically on their person at all times while they are in the College premises without fail.

10.2 Remuneration for Examinership

The teachers shall be entitled to remuneration only in respect of examinations conducted by the University or by the College on behalf of the University. For internal assessment/home examinations/unit tests being conducted by the college at present or which may be introduced as a measure of examination reforms (including the semester system), no remuneration shall be payable to the teachers irrespective of the fact whether the marks obtained by a student in such internal assessment/home examinations/unit tests are decided to be taken into account while declaring the final results of the student.

10.3 Service Book

A service book shall be maintained in respect of each staff member in the prescribed format and a copy of which shall be given to the staff member.

10.4 Seniority of Teachers

Seniority of teachers in the College shall be determined as under:

- (i) A full-time teacher is senior to a part-time teacher.
- (ii) Seniority of teachers in the College shall be determined on the basis of cadre viz. a Professor is senior to an Asst. Professor and an Asst. Professor is senior to a Lecturer.
 - (a) Seniority of teachers in the college in a cadre and in a subject in which their appointments are made shall be determined on the basis of the date of joining the college.
 - b) Seniority of teachers in the college shall be determined on the basis of the date of joining and length of continuous service in the same college.
- (iii) The Principal of the college shall be considered senior to all other teachers only for the period during which he/she holds the said post.
- (iv) Between a confirmed teacher and a teacher on probation a confirmed teacher shall be considered senior. Between a teacher on probation and a temporary teacher, teacher on probation shall be considered senior irrespective of the length of service.
- (v)
 - (a) A teacher appointed on probation against a permanent vacancy shall be treated as senior to one appointed on a temporary basis.
 - (b) Seniority amongst temporary teachers shall be determined on, the basis of their dates of joining duties and length of service.
- vi) In respect of teachers whose continuous length of service is the same, a teacher senior in age shall be treated as senior.

10.5 Release from service:

An employee may be released from the service of the College as per the terms and conditions stipulated in the letter of appointment or such other rules subsequently framed and made applicable to the employees.

10.6 Handing over Charge

An employee before leaving the service shall hand over the charge of his/her post/ department to a duly authorized person and shall return to the College/ Library/

Department all books, furniture, materials, equipments, identity card, etc. issued to him/her and shall pay up in full all charges due. If he/she fails to do so, the College shall recover the amount due from such teacher on account of the above items from his/her final dues. The last salary/dues if any shall not be paid to the teacher concerned until a clearance certificate in the prescribed format duly filled in and signed by all concerned is submitted to the Accounts Section.

10.7 Superannuation/Retirement Age:

The age of superannuation/ retirement for a teacher and all other employees as per present rules are 60 years and for the Principal it is 65 years.

10.8 Contributory Provident Fund (CPF)

All permanent employees as well as those on probation shall be covered under the provisions of the 'Employees Provident Fund and Miscellaneous Provisions Act 1952.

10.9 Group Gratuity cum Life Insurance Scheme (GG-cum-LIC)

All permanent employees shall be covered under the Group Gratuity cum Life Insurance Scheme (GG-cum-LIC) of Life Insurance Corporation (LIC) of India. However, the Management reserves the right to switch over to any other scheme which may be more beneficial to the employees, in future. Benefits of the above scheme and the obligations arising thereof, shall be separately communicated to the employees.

10.10 Non - Liability Certificate:

All service benefits will be granted to the employees only after a non- liability certificate has been issued by the Director.

11. Duties of Teachers

11.1 A teacher shall comply with the provisions of the Act, Statutes, ordinances, Regulations, Rules and other directions or orders issued there under from time to time by the Principal / Management, University/AICTE, and the central and state governments.

11.2 A teacher shall engage classes regularly and punctually and impart such lessons and instruction, do such internal assessment / examination evaluation as the head of the Department / Principal shall allot to him/her from time to time and shall not ordinarily remain absent from work without prior permission or grant of leave.

11.3 A teacher shall help the Principal to enforce and maintain discipline amongst the students.

11.4 A teacher shall perform any other co-curricular and extra-curricular work related to the college as may be assigned to him/her from time to time by the Principal / Director of the college without any extra remuneration.

11.5 In addition to the above work, the teacher shall spend the remaining time on guiding the students, preparation of technical research and / or investigation, extra-curricular activities of students and assisting the administration of the Department in the maintenance of equipment, laboratories, developing and updating, the work in respect of discipline, to keep in tune with technical advancements, Library work, visiting outside organizations and institutions required and assisting Central Administration, whenever required in the interest of the students of the institution and in the building up of high standard of academic and administrative set up.

12. Code of Conduct:

- a) All employees shall be subjected to the code of conduct as laid down by the College as given below and as it may be modified from time to time.
- b) In all matters concerning the entire administration and general running of the college, the decisions of the Director/Principal of the College should be respected and loyally carried out.
- c) Every member of the staff being an educator is bound to give good example to the students in and outside the college. He/She must be clean and tidy, modest and sincere and above all patient and polite in speech and behavior.
- d) Every member of the Staff should be keenly interested in the all-round development of the students, without undue interference, and shall foster in them a spirit of respect, docility and gratitude towards authority, as well as love and respect for each other and the college in general.
- e) Every member of the staff shall maintain a high standard of discipline and train the students in honesty, good manners, polite speech and behavior by giving a personal example.
- f) All members of the staff shall be punctual for his /her duties and they shall sign the attendance register / Electronics Punching Card before starting their work.
- g) An employee who remains habitually absent or is unpunctual in attending the duties shall be liable for disciplinary action.
- h) All the members of the staff shall be present in their respective place of work at exact time and shall not leave the premises during duty hours without the prior permission of the competent Authority.
- i) The members of the staff shall not carry out of the college documents, tools equipments and materials belonging to the college, or shall handover them to the students or any unauthorized persons without prior permission of the Director /Principal.

- j) The behavior of an employee with male and female students and with co – employees shall be modest.
- k) An employee shall communicate change in address if any during vacation, leave period or shifting of residence to the Director in writing.
- l) An employee shall not use any harmful drugs/ intoxicating drinks within the Institute premises or be under the influence of any intoxicating drinks or drugs during the course of his/her duty.
- m) An employee shall not refuse to accept, receive or take delivery of notice, or letters or any communication from the competent authority/ management and shall not refuse an order of transfer from one job to another, or from one department of the college to another department.
- n) Discussing irrelevant topics with the students or criticizing any decision of the management/ principal or any other authority in front of the students, either inside or outside the classroom or in any way instigating the students will be treated as breach of code of conduct.
- o) An employee shall not use any indecent language or make false allegations against said authorities or speak in an abusive manner to students or co-employees.
- p) Possessing firearms, other weapons or any other articles causing danger or threat in the premises detrimental to the security of the Institution or persons, and intimidating other employees by threat, pressures or other means with a view to preventing them from attending their duties and obstructing the movement of goods, persons or vehicles pertaining to the activities of the institution will be treated as breach of code of conduct.
- q) Insubordination or disobedience, whether alone or in combination with others of any order of a superior authority or instigating others to insubordination or disobedience will be treated as breach of code of conduct.
- r) Tampering with the records of the College, falsification, defacement or destruction of any records of the college including those pertaining to the students or employees or attempt to do so will be treated as breach of code of conduct.
- s) When an employee is called upon by the Management to take allied subjects or any other subject pertaining to the course to another batch of students or whenever his/her help is required in the absence of another staff, he/she must be willingly oblige the Management.
- t) In addition to ordinary college work, staff will be required to participate in co-curricular activities and to be cheerfully available to help everyone and to take extra assignments that the head of the Institution finds it necessary to disseminate.
- u) An employee shall report for duty when leave has been refused or when leave has been cancelled or cut short.

v) The employee shall at all time maintain absolute integrity, and show devotion to duty, and shall not do anything which is unbecoming of an employee of the College. He/she shall ensure the integrity and devotion to duty of all employees under his/her control and authority for the time being.

w) An employee shall extend utmost courtesy and attention to all persons /student with whom he/she has to deal with in the sphere of his/her duties. He/she shall strive hard to promote the interest of the College / Institute.

x) The employee, except in accordance with any general or special orders of the Competent Authority or in performance of his/her duties and in good faith, shall not communicate or cause to communicate directly or indirectly any official document or any part thereof or information to any person/an outsider, within the College or outside, to whom he/she is not authorized to communicate such document or information, or to make any use thereof.

y) The employee shall not contribute to the Press any matter connected with the College without obtaining the prior sanction of the Director or without such sanction make use of any document, paper or information, which may have come in his/her possession in his/her official capacity. He/she shall also not try to obtain unauthorized any information, document, paper which may not come in his/her possession in his/her official capacity, in order to make any use thereof. No employee shall act as the spokesperson of the College without prior sanction from the Director.

z) The employee shall not directly or indirectly take part in any activity or demonstration or movement which is considered by the Director to be prejudicial to the academic and administrative interests of the College.

aa) The employee without the express sanction of the Director, shall not ask for or accept contribution, or otherwise associate himself with the raising of funds or other collections in cash or kind for his own benefit or otherwise.

bb) An employee shall not accept or permit any member of his /her family or any person acting on his/her behalf to accept any gift in cash or kind for his /her own benefits from any person including another employee or student or parent for a work to be done in connection with the business of the College.

cc) An employee shall avoid accepting any hospitality frequently or otherwise from any student/ parent / supplier of the college.

dd) The employee shall not, by writing, speech or deed or otherwise indulge in any activity which is likely-to incite or create a feeling of hatred or ill-will between different communities on religious, social, regional, communal or any other grounds.

ee) A teacher shall perform his/her academic duties and work related to examinations as assigned. No extra remuneration shall be payable to the teachers for internal assessment / home examinations conducted by the college other than that is prescribed by the University.

ff) A teacher shall not discriminate against a student on political grounds for

reasons of race, religion, caste, language or sex or for other reason of an arbitrary or personal nature and shall not incite students/teachers against other students or other teachers, colleagues or administration / Governing Body of the college.

gg) A teacher shall have freedom of thought and expression. He/She shall not misuse the facilities or forum of the college while exercising the freedom of academic thought or work.

hh) A teacher shall not refuse to carry out the academic and administrative decisions taken by the Principal/Director/Governing Body.

ii) A teacher shall not make use of the resources and / or facilities of the Department/ College/Governing Body for personal, commercial, political or religious purposes.

jj) A teacher shall not be partial in assessment of a student or deliberately overmark, undermark or victimize students on any grounds.

kk) A teacher shall not conduct/participate in private coaching classes directly or indirectly. He/She shall also not accept private tuitions.

ll) A teacher shall not indulge in or resort to, directly or indirectly, any malpractice or unfair means in teaching/examination/administration.

mm) A teacher shall not furnish incorrect information regarding his/her qualifications, experience, age, etc. In respect of his/her appointment/ promotion.

Failure to conform to the above mentioned norms shall be construed as misconduct and breach of code of conduct.

13. Misconducts:

The following acts and omissions, on the part of an employee shall amount to misconduct:

- (a) Any action by the employee contrary to the provisions prescribed in the foregoing Rules/Code of Conduct.
- (b) Going on illegal strike, abetting including instigation or action in furtherance thereof.
- (c) Theft, fraud or dishonesty.
- (d) Habitual break of any standing orders, rules.
- (e) Willful or negligent damage to the College property.
- (f) Refusal to accept notices, circulars, charge-sheet, order or other communications served according to the rules.
- (g) Conviction in a court of law, involving moral turpitude.
- (h) Riotous or disorderly behaviour, threatening, intimidating or coercing in connection with or relating to any duties or working of the College.

- (i) Neglect of work or negligence in discharging any duty or any loss or damage caused to the college due to negligence in duty or failure to give the day's turnout.
- (j) Violence or inciting violence.
- (k) Stopping work either singly or with other employees or inciting anyone else not to work.
- (l) Allowing anyone within the prohibited premises of the College or allowing any person or persons whose entry is prohibited without the permission of the Competent Authority.
- (m) Falsification or tampering any paper or record of the College.
- (n) Obtaining employment in the College by misrepresentation of facts.
- (o) Making any false or exaggerated allegations against any employee or superior authority.
- (p) Committing nuisance during the working hours by being found intoxicated or otherwise.
- (q) Misappropriation of any amount or movable property of the College.
- (r) Committing any act involving moral turpitude.
- (s) Commission of any act subversive of discipline and good behavior on the premises of the establishment.

14. Disciplinary Actions/Punishments

A) Suspension, Compulsory Retirement, Termination or Removal /Dismissal from Service:-

A teacher /employee who is confirmed in service is liable to be suspended or compulsorily retired or removed/dismissed from service or his services are liable to be terminated on one or more of the following grounds:

- a) Misconduct,
- a) Moral turpitude,
- b) Willful and persistent negligence of duty,
- c) Permanent Physical or mental unfitness, and
- d) Incompetence; provided that the ground of incompetence shall not be used after a teacher has served the College for a period of five years or more.
- e) Engaging private tuition or working in coaching classes or taking part time assignments else where.

Explanations:

- a) "Misconduct" shall include the following:-
 - (i) Breach of the terms and conditions of service laid down by the Institute Authority /Service rule.

(ii) Violation of the Code of Conduct.

b) "Moral turpitude" shall include the following:-

Any misbehavior derogatory to the status and dignity of a teacher/employee

c) "Willful and persistent negligence of duty" shall among other things include the following:-

(i) Dereliction of duties like not engaging the allotted classes or not completing the prescribed syllabus;

(ii) Persistent and habitual absence from duty without prior permission;

(iii) Failure to discharge any of the duties laid down by these directions or assigned by the competent authority.

d) "Permanent physical or mental unfitness" shall require the following:-

Any permanent physical or mental unfitness of a person shall be ascertained by referring him/her to a hospital/clinic as certified by a medical board consisting of not less than three medical specialists appointed by the Management and obtaining their view points on disability or physical or mental fitness.

e) "Incompetence" shall include the following:-

i) Failure to keep up academic progress and to keep his knowledge up-to-date inspite of repeated instructions in that behalf and provision of facilities;

ii) Failure to complete the teaching of the prescribed syllabus within the prescribed period, for reasons not beyond his/her control.

B) Penalties

Notwithstanding anything mentioned in clause A) above and without prejudice to the provisions of these rules /law/act, any teacher/employee found guilty of misconduct, moral turpitude, delay in disposal of assignments, willful and persistent neglect of duty, incompetence and any other such or similar acts, shall be liable for any of the following penalties namely :-

a) Warning, Reprimand or Censure,

b) Fine,

c) Withholding of Increments or promotion including increment at the assessment stage,

d) Recovery from pay or such other amount as may be due to him/her of the whole or part of any pecuniary loss caused to the College by negligence or breach of order,

e) Reduction to a post in the lower pay-scale or to a lower stage of increment in his/her own pay-scale,

f) Compulsory retirement,

g) Termination of service,

- h) Removal/dismissal from the services of the College.
- i) Disciplinary action will be taken against an employee only after giving sufficient opportunity to present his/ her own reasons against the action proposed to be taken

C) Authority competent to impose penalties:

The power to impose penalties on teachers/ employees shall vest with the Director of the College.

D) Applicability of this Code of Conduct:

The code of conduct enshrined in these rules is applicable to all employees of the College, including ad-hoc and contractual employees.

13. General:

For matters not specifically provided for in these terms and conditions of service or in case of any difference or dispute in the interpretation, construction or import of any word, term, clause or sentence the decision of the Executive Committee of the College shall be final and binding on all concerned.

14. Amendments:

The Executive Committee/ Director of Xavier Institute of Engineering may from time to time, add, alter or otherwise amend these terms and conditions of service, and posting/ display of such amendments on the Staff notice board shall amount to due notification of the amendment thereof.

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