

DAY STAR SCHOOL SERVICE RULES

EMPLOYEES SERVICE RULES

1. SHORT TITLE AND COMMENCEMENT

- (a) These Rules shall be called the EMPLOYEES SERVICE RULES.
- (b) These Rules shall come into force from the date of their adoption by virtue of a Resolution passed by the School Managing committee and will be applicable to all employees of the Schools of the Society, in India.
- (c) In the case of persons appointed on honoraria, or on a part-time 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

- (a) 'Appointing Authority' in relation to an employee means authority (Management) empowered by the Society (L.W.H and DSS 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.
- (b) 'Management' means the Management of the School.
- (c) 'School' means the Schools run by the management of School.
- (d) 'Disciplinary Authority' means the authority empowered by the MANAGEMENT and competent to impose any of the penalties as per the Rules.
- (e) 'Employees' means all persons working as teachers and staff position, who are in the whole time employment of the School.
- (f) 'Employer' means the Management.
- (g) 'Establishment' means the establishment of the Schools run by the Society.
- (h) 'Manager' means the person for the time being managing the School and includes, any other officer duly authorised by the employer to act as a Manager on his behalf.
- (i) Employees shall be classified as :
- i. Permanent/Confirmed Employee
 - ii. Probationers
 - iii. Temporary (Adhoc) Employee
 - iv. Part-time Employee and
 - v. Apprentice / trainee

"Permanent Employee" means an employee who has been employed on a permanent (Confirmed) basis by an order in writing by the SCHOOL or any person authorized in that behalf.

"Probationer" means an employee who is presently employed to fill a permanent vacancy or post, and has not been confirmed by the SCHOOL.

"Temporary (Adhoc) Employee" means an employee who has been appointed for a limited period, for work which is of temporary nature, or who is employed in connection with temporary increase in work of a permanent nature and includes an employee who is appointed in a temporary vacancy of a permanent employee.

"Part-time Employee" means an employee who is employed to do work for less than the normal period of working hours.

"Apprentice / trainee" means an employee who is a learner and who is paid stipend during the period of his training.

- (k) **"Members of the family"** in relation to an employee include

(i) The wife or husband as the case may be, of the employee, residing with him but does not include a wife or husband, as the case may be, separated from the employee by a decree or order of a competent Court.

(ii) Sons or daughters of the employees wholly dependent on him, but does not include a child who is no longer in any way dependent on the employee or of whose custody the employee has been deprived by or under any law.

Note :- Any term not defined specifically in these Rules shall have same meaning as assigned in the Delhi School Education Act, 1973 (or any similar State enactment) and the Industrial Disputes Act, 1947; (or any similar State enactment) and the Rules framed there under.

3. PROBATION

All persons appointed to posts in the School shall be on probation, from the date of appointment. The period of probation is at the sole discretion of the Management. The total period of probation shall not exceed two years. The Probation will automatically end at the expiry of the term if no written communication is made.

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 notice pay in lieu thereof. Similarly an employee may also resign from service without any notice or notice pay in lieu thereof.

Every employee shall be required to produce the following certificates on appointment in the School: -

- a) Medical certificate of fitness from a hospital established or maintained by the Government or Local authority.
- b) Two certificates from educationist or any other respectable members of Society, not related to the candidate, certifying the character and conduct to the satisfaction of the School authorities.
- c) Original degree/diploma, certificates along with certificate(s) of experience, if any with attested photocopies thereof. Original certificates will be returned after verification.

4. CONFIRMATION

On satisfactory completion of the period of probation, including extensions thereof, if any, a written communication shall be issued to the employee to the effect that the period of probation has been satisfactory completed and that his services are confirmed in the post.

On confirmation the employee would also become eligible for all the benefits and allowances as available to permanent/Confirmed employees of the SCHOOL according to the rules on the subject.

All employees will be required to submit correct and complete details on the Personal Data Form prior to being appointed and would be liable to disciplinary action if a material omission (in the Schools opinion) is discovered therein at any time. Selected employees would be required to join duty within a specified date, failing which the offer of appointment would stand withdrawn.

5. TERMINATION

After confirmation, the services of the employee are liable to be terminated upon one month's written notice on either side or payment of salary in lieu thereof, in terms of the contract of employment. No notice is necessary when the services are terminated on grounds of misconduct.

6. PROMOTION

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. The eligibility of an employee for promotion shall be determined primarily with reference to performance and merit and availability of vacancy in the higher grade. An employee who is promoted to higher grade shall be placed on probation on the new post for a period of 6 months which is liable to further extension for a period of 6 months at the discretion of the management. If during or at the end of 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.

7. ABANDONMENT OF SERVICE

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. However, before removing the name of an employee the employee shall be given due opportunity to explain his / her position regarding the unauthorised absence.

The following procedure will be followed in all cases of abandonment of service.

- a) Whenever the unauthorised absence of an employee comes to notice, a communication will be addressed to him / her to rejoin duty within a specified time.
- b) 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 / she has not reported by then).
- c) The second and third communication should clearly indicate that besides amounting to misconduct unauthorised 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.
- d) If an employee admits the factum of unauthorised absence and I or fails to join duty and submit an explanation regarding his unauthorised 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.
- e) If an employee submits any explanation in response to the communications / s, vide which he disputes the factum of unauthorised absence and / or justifies the absence, and the explanation is found to be unsatisfactory further action shall be taken only after holding a domestic inquiry fl this behalf.

8. APPLICATION OF RULES:

These rules shall apply to all employees except: -

- (i) those employed under a special contract.
- (ii) those in respect of whom the SCHOOL may have issued or may issue separate Orders / Rules regarding conduct, discipline, appeal.
- (iii) those in respect of whom the SCHOOL has by general or special order directed that these Rules shall not apply.

9. SCOPE OF AN EMPLOYEE'S SERVICE

Unless in any case it is otherwise distinctly provided the whole time of an employee shall be at the disposal of the SCHOOL and he shall serve the SCHOOL in such capacity and at such places as he may, from time to time, be directed.

10. LIABILITY TO ABIDE BY THE RULES :

- (i) Every employee of the SCHOOL shall at all times
 - (a) maintain absolute integrity,
 - (b) maintain devotion to duty,
 - (c) shall confirm to and abide by these and other Rules of the SCHOOL and shall observe, comply with and obey all lawful orders and directions which may, from time to time, be given to him in the course of official duties by any person or persons under whose jurisdiction, superintendence or control the employee may for the time being, be placed.
 - d) do nothing which is unbecoming of an employee.
- (ii) Every employee of the SCHOOL holding a supervisory post shall take all possible steps to ensure the integrity and devotion to duty of all employees for the time being under his control and authority.
- (iii) Every employee shall at all times conduct himself soberly and temperately while on the SCHOOL premises and show proper respect and civility to all concerned and shall use his utmost endeavors to promote the interests of the SCHOOL and to maintain and promote the good reputation thereof.

11. TRANSFER:

An employee shall be liable to be transferred from one section to another or from one School to the Society to another, anywhere in India and shall also be liable to be transferred from one job to another similar job provided his emoluments are not adversely affected. The terms and conditions of service as applicable at the place of posting shall automatically become applicable to the employee. The employee shall not be entitled to claim any extra remuneration or any other benefit whatsoever on such transfer.

12. AGE

An employee must declare at the time of his appointment his date of birth according to the Christian Era and produce documentary evidence such as birth certificate, matriculation or School leaving certificate or such other evidence as may be acceptable to the management. The date of birth of an employee once entered in the record of the School shall be the sole evidence of his age in relation to all matters pertaining to his service.

13. RETIREMENT

All employees shall retire on attaining the age of 58 years. The SCHOOL in its discretion may grant extension to any employee beyond the age of 58 years depending upon the health and performance of the employee, and on such terms and conditions as may be decided by the management

14. PAYMENT OF WAGES

- a) All employees shall be paid wages on a working day before the expiry of the seventh day of the wage period in respect of which the wages are payable.
- b) Any wages due to an employee but not paid on the usual 'Pay day' on account of the same having remained unclaimed, shall be paid on an unclaimed wages day which shall be notified and it shall be before the twentieth day from the expiry of the wage period.
- c) Where the employment of any employee is terminated due to resignation, discharge, dismissal or otherwise, wages payable after adjusting recoverable amount, shall be paid before the expiry of the second working day from the date on which he ceases to be the employee of the School.

15. DEDUCTIONS FROM WAGES

The School shall be entitled to make deductions from the wages of an employee for all or any of the following purposes:

- (i) Recovery of advances or for adjustment of over payment.
- (ii) Income-tax or any other tax levied by the government to be deducted at source.
- (iii) Deduction required to be made by law or by orders of a court or other authority competent to make such an order.
- (iv) Refund of any advance taken from the employee's provident fund.
- (v) Deductions made with the written authorisation of an employee for payment of Life Insurance Premium, refund of loans of any kind etc.
- (vi) Employee's unauthorised absence from duty.
- (vii) Deduction of amounts due to the School by an employee on any account.
- (viii) Any other legitimate deductions.

16. OBLIGATION TO MAINTAIN SECRECY:

No employee shall except in accordance with any general or special order of the SCHOOL or in the performance in good faith, of the duties assigned to him, communicate directly or indirectly any official document or any part thereof or information to any other person to whom he is not authorised to communicate such documents or information.

17. USE OF UNIFORMS AND IDENTITY CARDS

Certain category of employees are required to wear uniforms and identity cards, whilst in the School premises.

18. RETURN OF SCHOOL PROPERTY

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. 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.

If any employee is in occupation of any residential premises, whether School owned or leased, immediately on 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.

19. PRIVATE TRADE OR EMPLOYMENT:

The confirmed full time employee/s shall not engage themselves in any other business, trade, occupation, private tuitions, calling or service of any nature whatsoever whether full time, part time, honorary or advisory and will not hold any office of profit or participate in any commission or agency of such business directly or indirectly.

20. SEXUAL HARASSMENT

Sexual harassment of any employee is prohibited because it is intimidating, is an abuse of power and further, is inconsistent with School policies, practices and management philosophy. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature. Sexual harassment can include the following:

1. Sexual conduct that interferes with another person's work performance or creates an intimidating, hostile or an offensive work environment.
2. Personnel decisions (e.g. promotion, raise, scheduling) made by a supervisor based on employee's submission to or rejection of sexual advances.
3. Submission to a sexual advance used as a condition of keeping or getting a job, whether expressed in explicit or implicit terms.

21. HEALTH AND SAFETY

The School provides a clean, safe and healthy place to work. Employees are expected to do their part in helping maintain Safety and Health standards, work safely, observe safety rules and keep their work place neat and clean.

22. CANVASSING OF NON OFFICIAL OR OTHER INFLUENCE

No employee shall bring or attempt to bring any outside influence to bear upon any superior authority to further his interest in respect of matters pertaining to his service.

23. GIFTS:

Save as otherwise provided in these Rules, no employee shall accept or permit any member of his family or any other person acting on his behalf, to accept any gift from any student / parent / visitor.

Explanations:

The expression gift shall include free transport, board lodging or other service or any other pecuniary advantage when provided by any person other than a near relative or a personal friend having no official dealings with the employee.

24. MISCONDUCT:

Performance of work demands the acceptance of certain standards of behavior from all members of staff, It is, therefore, considered necessary that staff should be fore-warned 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.

Without prejudice to the generality of the term 'misconduct' the following acts of omission and commission shall be treated as misconduct

1. Theft, fraud or dishonesty in connection with the business or property of the SCHOOL or of property of another person within its premises.
2. Taking or giving bribes or any illegal gratification, or demanding or offering bribes or illegal gratification.

3. Possession of pecuniary resources or property disproportionate to the known sources of income by the employee or in his behalf by another person, which the employee cannot satisfactorily account for.
4. Furnishing false information regarding name, age, father's name, qualifications, experience or previous service or any other matter germane to the employment at the time of employment or during the course of employment.
5. Acting in a manner prejudicial to the interest of the SCHOOL.
6. Willful insubordination or disobedience, whether or not in combination with others, of any lawful and reasonable order of the superior.
7. Unauthorised absence from duty.
8. Habitual late or irregular attendance.
9. Neglect work or negligence in the performance of duty including malingering or slowing down of work.
10. Causing damage to work in progress or to any property of the SCHOOL either willfully or through negligence.
11. Drunkenness or riotous or disorderly or indecent behavior in the premises of the SCHOOL or outside such premises where such behavior is related to or connected with the employment.
12. Indulging in Sexual harassment of a co-employee.
13. Gambling within the premises of the establishment.
14. Smoking within the premises of the establishment.
15. Collection without the permission of the competent Authority of any money within the premises of the SCHOOL except as sanctioned by any law of the land for the time being in force.
16. Sleeping while on duty or showing a lazy attitude.
17. Commission of any act which amounts to a criminal offense involving moral turpitude.
18. Absence from the employer's appointed place of work without permission or sufficient cause.
19. Commission of any act subversive of discipline or of good behavior.
20. Abatement of or attempt at abetment of any act which amounts to misconduct.
21. Engaging in any trade or business without taking permission of the competent authority.
22. Canvassing in support of business or insurance Agency, Commission Agency, etc. owned or managed by the spouse or any other member of the family of the employee.
23. Spreading rumors or giving false information which tends to bring into disrepute the SCHOOL of its employee or spreading panic among them.
24. Leveling malicious or false allegations.
25. Occupying or taking possession in an unauthorised manner or refusal to vacate or deliver possession of SCHOOL's quarters or any of its premises, owned or hired / leased, when required to do so.
26. Refusal to accept a charge sheet or order or any other communication from the SCHOOL.
27. Striking work alone or in combination with other employees, or inciting them to strike work in contravention of the provisions of any law or rules having the force of law.
28. Leaving job without permission or conducting personal affairs at work without authorization.

29. Tardiness in performing work.
30. Disturbing the diligence or work of co-employees during work hours.
31. Performance or results not in accordance with outlined targets or not according to School policy.
32. Deliberate contravention of safety rules or failing to obey any instruction which could effect the safety of any employee or School property.
33. Gross unprofessional conduct with respect to an employee or customer (e.g. Sexual harassment),
34. Failing to report any chronic ailment or communicable diseases or deliberately endangering the health of any employee or customer.
35. Failing to observe Safety and Security Rules.

NOTE:

1. The above instances of misconduct are illustrative in nature and not exhaustive. The punishment for proved charges of misconduct shall depend upon the gravity of the offence and its consequential effect.
2. The terms and conditions of appointment as contained in the service agreement / letter of appointment / Code of Conduct of the employees are supplementary to these rules and will apply conjointly.

25. SUSPENSION:

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:
 - a) Where a disciplinary proceedings against an employee is contemplated or is pending or.
 - b) Where a case against an employee in respect of any criminal offence is under investigation or trial.
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.
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.
4. Except under clause 2 above the suspended employee shall be required to record his attendance at the appointed time and place daily & shall not leave the station unless specifically permitted.

26. SUBSISTENCE ALLOWANCE:

Except suspension due to custodial detention, an employee under suspension shall be entitled to draw subsistence allowance equal to 50% of his basic pay provided the disciplinary authority is satisfied that the employee is not engaged in any other employment or business or profession or vocation. No payment of subsistence allowance shall be made unless an employee furnishes a certificate in this behalf.

The amount of subsistence allowance may be reduced to 25% of basic pay, if in the opinion of the said authority the period of suspension has been prolonged due to reasons, to be recorded in writing, directly attributable to the employee under suspension.

27. TREATMENT OF THE PERIOD OF SUSPENSION:

1. When the employee under suspension is reinstated, the SCHOOL may grant to him the following pay and allowances for the period of suspension
 - a) If the employee is exonerated and not awarded any of the penalties, he shall be given full pay and allowances which he would have been entitled if he had not been suspended, less the subsistence allowance already paid to him, and

- b) If otherwise, such proportion of pay and allowances as the SCHOOL may prescribe.
2. In a case falling under sub-rule (a) the period of absence from duty will be treated as a period spent on duty. In case falling under sub-rule (b) it will not be treated as a period spent on duty unless so directed.

28. PENALTIES:

The following penalties may, for good and sufficient reasons, and as hereinafter provided be imposed on an employee who commits a breach of any Rule/s of the SCHOOL and/or who knowingly does anything detrimental to the interest or in violation of the instructions or who acts in manner subversive of discipline, or is guilty of any other act of misconduct or misdemeanor. The termination of service of an employee in terms of the stipulation in the letter of appointment or under a contract or agreement shall not amount to penalty.

MINOR PENALTIES:

- a) Censure,
- b) Withholding of increments of pay with or without cumulative effect.
- c) Withholding of promotion
- d) Recovery from pay of the amount towards any pecuniary loss caused to the SCHOOL by his negligence or breach of orders.

MAJOR PENALTIES:

- e) Demotion/Reduction in rank.
- f) Compulsory retirement
- g) Removal from service which shall not be a disqualification for future employment,
- h) Dismissal.

29. DISCIPLINARY AUTHORITY:

The appointing authority or any higher authority or any officer specially named or appointed for the purpose by the SCHOOL shall be the disciplinary authority.

30. PROCEDURE FOR IMPOSING MINOR PENALTIES:

When it is proposed to impose any of the minor penalties on an employee, he shall be informed in writing of the allegations or 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.

31. PROCEDURE FOR IMPOSING MAJOR PENALTIES:

- a) 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 principles of natural justice.
- b) An employee shall be served with a charge-sheet in writing detailing the allegations / charges against him and he shall be called upon to submit the explanation within 15 days. If the employee admits the charges, no enquiry need be held. Partial and / or conditional admission of the charges shall be deemed to be sufficient proof of admission and shall be open to the disciplinary authority to impose penalty as he deems proper in accordance with these Rules. If the employee does not submit any written explanation or the explanation submitted is not found satisfactory or if he denies the charges levelled against him, an enquiry shall be held and the employee concerned shall be given full opportunity to defend himself. An order appointing the Enquiry Officer shall be passed by the management, whose name shall be intimated to the delinquent employee. The employee shall be entitled to bring a representative during the enquiry from any of his co-employees. No outsider shall be allowed to represent the employee.
- c) 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. The School shall appoint a Presenting Officer to present its case. The Enquiry Officer shall ask the employee whether

he pleads guilty or has any defence to make and if he pleads guilty on any of the charges, the Enquiry Officer shall record the plea, sign the record and obtain the signature of the employee concerned thereon. The Enquiry Officer shall return a finding of guilt in respect of those of charges to which the employee concerned pleads guilty.

- d) If the employee does not plead guilty, on the date fixed for the inquiry, the oral and documentary evidence by which the charges are proposed to be proved shall be produced on behalf of the School. The witnesses shall be examined by the presenting officer and may be cross-examined by or on behalf of the employee. The presenting officer shall be entitled to re-examine the witnesses on any points on which they have been cross examined. The Enquiry Officer may also put questions to the witnesses if required, in order to obtain clarity.
- e) The evidence on behalf of the employee shall thereafter be produced. The employee may examine himself in his own behalf if he so prefers. The witnesses produced by the employee shall than be examined and shall be liable to cross-examination by the presenting officer.
- f) If the employee does not appear in spite of information of enquiry the Enquiry Officer may hold the enquiry ex-parte, after giving sufficient opportunity.
- g) Whenever any Enquiry Officer after having heard and recorded the whole or any part of the evidence in an enquiry ceases to exercise jurisdiction therein, and is succeeded by another Enquiry Officer who exercises such jurisdiction, the Enquiry Officer so succeeding may act on the evidence so recorded by its predecessor or partially recorded by its predecessor.
- h) After the conclusion of the enquiry, enquiry report shall be submitted to the Authority concerned by the Enquiry Officer along with enquiry proceedings and related documents. A copy of the Enquiry Report will also be given/sent by the management to the delinquent employee for seeking his comments / explanation.

32. ACTION ON THE ENQUIRY REPORT:

1. The disciplinary authority shall if it disagrees with the findings of the enquiry officer on any charges, record its reasons for such disagreement and record its own findings on such charge, if the evidence on record is sufficient for the purpose. However, if the disciplinary authority plans to impose any punishment on the delinquent employee a show-cause notice shall be served upon the employee.
2. If the disciplinary authority having regard to the enquiry findings on all or any of the charges is of the opinion that any of the penalties specified in these Rules should be imposed on the employee it shall make an order imposing such penalty, after giving a notice in writing indicating the punishment proposed to be imposed.

33. COMMUNICATION OF ORDERS:

Order made by the disciplinary authority with regard to imposition of penalties shall be communicated to the employee concerned by hand or through Regd. AD post / Courier at the recorded address of the employee.

34. PAY AND ALLOWANCE OF AN EMPLOYEE DISMISSED / REMOVED FROM SERVICE:

The pay and allowances of an employee who is dismissed or removed from service shall cease from the date of his dismissal or removal from services.

35. COMMON PROCEEDINGS:

When two or more employees are concerned in any case, the competent authority may make an order directing that disciplinary action against all of them may be taken in common proceeding to impose a major penalty on all such employees may make an order directing that disciplinary action against all of them may be taken in common proceeding.

36. SPECIAL PROCEDURE IN CERTAIN CASES:

Notwithstanding anything contained in these Rules the disciplinary authority may impose any of the penalties specified in the Rules on an employee without holding an enquiry in any of the following circumstances:

- (i) The employee has been convicted on a criminal charge or on the strength of the facts of conclusion arrived at by a judicial trial, or

(ii) Where the disciplinary authority is satisfied for reasons to be recorded by it in writing that it is not reasonably practicable to hold an enquiry in the manner provided in these Rules, or

(iii) Where the management is satisfied that in the interest of the security it is not expedient to hold enquiry in the manner provided in these Rules.

37. SERVICE OF ORDERS NOTICES, ETC.

Every order, notice and other process made or issued under these Rules shall be served in person on the employee concerned or communicated to him by Regd. A/D / Courier post at his last known address with the SCHOOL. If the employee refuses to accept a communication addressed to him, a copy of the same will be put up on the School Notice Board after recording the refusal in the presence of 2 (two) witnesses and the same shall be deemed to be effective service.

38. LEAVE / HOLIDAYS / LTA

The following types of leave are available to the employees of the SCHOOL. The avilment of leave is not a right but would depend on exigencies of work. **All leaves are sanctioned according to the exigencies of work.** Leave of whatsoever kind must be got sanctioned before it is availed. Such sanction can not be assumed or taken for granted.

- Casual / Sick Leave
- Medical Leave
- Maternity Leave
- Paternity leave 7 days (Including holidays and weekends)
- Earned Leave
- Festival Holidays

(i) CASUAL / SICK LEAVE

- a) Staff members who have completed one year of continuous service are entitled to 8 days casual / sick leave in a Calendar Year which will be credited on 1st day of the academic year.
- b) Not more than 5 Casual leaves can be availed at a time. If an employee is sick for more than three days on the advice of the authorized LWH doctors' accumulated sick leaves can be availed.
- c) Casual / sick leave can be prefixed or suffixed to the holidays observed by the SCHOOL. However, Casual leave cannot be combined with any other kind of leave.
- d) The casual leave cannot be accumulated beyond the calendar year and is not encashable.
- e) Unused casual leaves can be accumulated and used only for sickness which requires long hospitalization of atleast four days.

ii. MEDICAL LEAVE

- a) Post facto application of medical leave for more than three days must be accompanied by a medical certificate from a Doctor / Medical practitioner approved by the School.
- b) In case of frequent applications under this category the Management has the right to get any employee examined by a physician of its choice.

(iii) MATERNITY LEAVE

- a) All confirmed, regular, women employees of the School with a minimum of one continuous year of service would be entitled to maternity leave benefits.
- b) Maternity leave will be granted for a maximum of 90 to be availed of at the discretion of the employee. Maternity leave will carry with it full pay and permissible allowances.
- c) Maternity leave can be availed by a woman employee having less than 2 surviving children.

(iv) EARNED LEAVE

EARNED LEAVE FOR EMPLOYEES SERVING IN VACATION DEPTT.

A Vacation Deptt. Means a Deptt. to which regular vacations are allowed, and during those vacations, employees serving in the Deptt. are permitted to be absent from duty. Those serving in a Vacation Deptt. shall not be entitled to any earned leave in respect of duty performed in any year in which they avail themselves of the full vacation. All employees who are teachers shall be entitled to vacation leave when the School is closed every year. An employee shall be eligible for vacation salary only if he / she has put in 9 months of unbroken service prior to the holidays period and continues in service after the holidays. If an employee who puts in atleast 6 months of service will be paid proportionate amount vacation salary. Employees will have to be present on the closing and re-opening day if he / she is to be eligible for vacation salary.

NON-VACATION STAFF:

Non-teaching staff employees are not entitled to vacation leave and in lieu thereof, they shall be allowed to avail a month's earned leave for every completed year of service. The non-teaching staff shall endeavour to finish their earned leave during the winter/summer vacation.

Note: - Sundays / Weekly offs and Holidays falling between first day and last day of any kind of leave shall be counted as part of leave.

(v) FESTIVAL HOLIDAYS

Every employee will be entitled in every calendar year ten national and festival holidays to be decided before the beginning of each year as per the local laws. In case, any additional holiday is announced by the State Government and the School is closed, non-teaching staff shall report for work.

39. RESUMPTION OF DUTY.

An employee shall resume duty immediately on expiry of leave sanctioned to him unless extension has been applied for in advance and sanctioned in writing by the School. If sanction in respect of extension of leave is not received in time by the employee, it must be presumed to have been refused and thereafter he shall be on unauthorised leave and the employee shall not be entitled to salary and allowances. Further, such an act shall constitute misconduct and may invite disciplinary action.

40. INTERPRETATION

1. The Chairman of the Management / Society may at its discretion, issue orders for the interpretation of these Rules, if considered necessary.
2. Any question of doubt in the interpretation of the Rules should be referred to the Chairman or any authority authorised by him for clarification whose decision shall be final and binding on all employees.
3. That the provisions of these Rules shall apply conjointly and in conjunction with the service agreement / letter of appointment, code of conduct and the local laws on the subject.

41. AMENDMENTS

The School may amend, modify subtract or add to these Rules, through Resolutions / office orders / circulars from time to time and all such amendments, modifications or additions shall take effect from the date as stated therein and shall be binding on all employees.

CODE OF CONDUCT FOR TEACHERS / EMPLOYEES

A teachers / employees are expected to be exemplary in their public and private life. Their loyalty, sense of dedication and integrity of character at all time should be an inspiration to youth committed to their care.

Every teacher/employee shall be governed by the following Code of Conduct.

1. A) No teacher / employee shall
 - (i) Knowingly or willfully neglect his duties:
 - (ii) Propagate through his / her teaching lessons or otherwise, communal or sectarian outlook or incite or allow any student to indulge in communal or sectarian activity;
 - (iii) Discriminate against any student on the ground of caste, creed, language, place of origin, social and cultural background or any of them;

- (iv) Administer physical punishment, call names, insult.
- (v) Indulge in, or encourage, any form of malpractice connected with examination or any other School activity;
- (vi) Show sustained neglect in correcting class-work or home work done by students;
- (vii) While being present in the School, absent himself (Except with the previous permission of the head of the School) from the class which he / she is required to attend;
- (viii) Remain absent from the School without leave or without the previous permission of the Head of the School; provided that where such absence without leave or without the previous permission of the head of the School is due to reasons beyond the control of the teacher, it shall not be deemed to be a breach of the Code of Conduct if on return to duty the teacher / employee has applied for and obtained ex-post facto the necessary sanction for leave.
- (ix) 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;
- (x) Prepare or publish any book or books, commonly known as keys, or assist, whether directly or indirectly in their publication;
- (xi) Engage as a selling agent or canvasser for any publishing firm or trader
- (xii) Ask for or accept, except with the previous sanction of the Managing Committee, any contribution, or otherwise associate with the raising of any funds or make any other collection, whether in cash or in kind, in pursuance or any object whatsoever, except subscription from the members of any association of teachers;
- (xiii) Enter into any monetary transaction with any student or parents; nor shall exploit his/ her influence for personal ends; nor shall conduct his / her personal matters in such a manner that he / she has to incur a debt beyond the means to repay;
- (xiv) Accept, or permit any member of his / her family or any other person acting on his/her behalf to accept, any gift from any student, parent or any person with whom he / she has come into contact by virtue of the position in the School.

Explanation: The expression gift shall include free transport, boarding, lodging or other service or any other pecuniary advantage when provided by any person other than a near relation or personal friend having no dealing with him / her in connection with the School.

Note:

- a) A casual meal, lift or other social hospitality of a casual nature shall not be a gift
- b) On occasions, such as wedding anniversaries, funerals or religious function when the making of a gift is in conformity with the prevailing religious or social practice, a teacher may accept gift if the value thereof does not exceed Rs. 100/-.
- xiv. Practice, or incite any student to practice. Customs, communalism or untouchability.
- xv. Cause, or incite any other person to cause, any damage to School property;
- xvi. Behave, or encourage or incite any student, teacher or other employee to behave, in a rowdy or disorderly manner in the School premises;
- xvii. Be guilty of, misbehavior or **cruelty** towards any parent, guardian, **student**, teacher or other employee of the School;
- xviii. Organise or attend any meeting during the School hours except where he is required, or permitted by the head of the School to do so;
- xix. Be immodestly dressed.
- xx. Use the School bus except on payment.

B. Every teacher / employee shall:

1. Be punctual in attendance and in respect of his / her class work and also for any other work connected with the duties assigned to him / her by the head of the School.

(i) Abide by the rules and regulations of the School and also show due respect to the constituted authority.

(ii) Conduct remedial classes during the zero periods or after the School.

2. Every teacher / employee shall be permitted (Subject to the written permission from the concerned authority):-

- a) To appear at any examination to improve his / her qualifications after putting in 2 years service in the School and after obtaining prior written sanction of the constituted authority.
- b) Study leave is granted in such cases where the course is beneficial to the institution.
- c) To become, or to continue to be, a member of any literary, scientific or professional organisation.
- d) To make any representation for the redressal of any bonafide grievance, subject to the condition that such representation is not made in any rude or indecorous language.

3. The breach of any condition specified in sub-rule (I) shall be deemed to be a breach of the Code of Conduct.