

SERVICE RULES

FOR THE EMPLOYEES OF C.E.S.

1.0 SCOPE

- 1.1 These rules, called 'Service Rules for the employees of CEERI Educational Society', shall come into effect from July 01, 1999, and shall apply to every employee, be they or whatever class in the employment thereafter.
- 1.2 CEERI EDUCATIONAL SOCIETY reserves to itself the right without giving any previous notice in this behalf, to amend. Alter or add to any of these rules, in conformity with the existing status and norms set by the related statutory body, and to bring such amendments, or alteration or addition into effect from such date as it may fix and circulate in writing.
- 1.3 Such amendments/alterations/additions shall become binding on all the employees if CEERI EDUCATIONAL SOCIETY, when communicated to them in writing.

2.0 DEFINITIONS

- 2.1 'School' means CEERI Vidya Mandir, Pilani. This is a 10+2, English Medium, Co-educational school. A nonprofit activity of CES, and affiliated to CBSE.
- 2.2 CEERI Vidya Mandir, or any other such institute, means the school/s located at CEERI Campus, run by the CEERI Educational Society.

- 2.3 'CEERI EDUCATIONAL SOCIETY' MEANS THE Society, registered under the societies Registration Act of 1860.
- 2.4 'Management Committee' or MC means the Committee formed by the General Body of the Society as defined in the bylaws of the CES.
- 2.5 'School Management Committee' or SMC means the committee of persons, which immediately responsible for the management of the school/s.
- 2.6 'Principal/Vice Principal/Headmaster/Headmistress' means the head/s of the school/s responsible for day to day academic functions and administration of the school, and performing the duties and responsibilities as defined by the MC, CES.
- 2.7 'Employee' means all categories of employees, such as teaching , non-teaching, clerical or any other category of staff as a whole time employee of the Society.
- 2.8 'Probation Period' means the period of first year of service as defined in the appointment letter which can be further extended as decided by the MC.
- 2.9 'Month' means a month according to the English calendar.
- 2.10 'Pay' or 'Salary' means the total amount including basic salaries and other allowances as admitted and paid by the Society.
- 2.11 'Regular Employee' means one who, upon satisfactory completion of probation period, continues to serve the Society.

2.12 'Ad-hoc' or Term Appointment means short term appointment for specified period or for a specific work of temporary nature.

2.13 'Manager' means the person who is entrusted by the President of the Society with the management of the affairs of the school/s.

2.14 'Teacher' means a person who is appointed to teach in a school, and it includes head of the school also.

2.15 'Board' means Central Board of Secondary Education.

2.16 'Code of Conduct' means the rules framed by the Society for its employees.

2.17 'Disciplinary Authority' means the appointing authority, i.e., MC of the Society.

What is said in these rules of the teacher, shall apply, mutatis mutandis to every other category of employee as well, and what is said of the male employees of the staff shall also apply to the female employees, unless repugnant or inconsistent with the text or context.

3.0 APPOINTMENT

- 3.1 The Management Committee of the Society shall make all appointments to all categories of employees, either by direct recruitment or by promotion through Selection Committees. The MC, with the approval of the President of the society, shall constitute such committees.
- 3.2 C.B.S.E. guidelines shall be followed for compositions of all such Selection Committees.
- 3.3 The Selection Committee shall regulate its own procedure and in the case of any difference of opinion amongst the members of the Selection Committee on any matter, the MC and/or the President of the Society shall decide it.
- 3.4 All posts, existing and those are to be created in future, are purely temporary in nature, but likely to continue. Appointments are made on probation. After the successful completion of such probation, an employee is put on regular roll.
- 3.5 Employees shall be appointed subject to the provisions of this agreement and they shall have to comply with all the requirements of the provisions contained herein.
- 3.6 Upon recruiting a person for the school or any such establishment/s, run by CEERI Educational Society, Pilani, to carry out teaching and/ or other jobs, on regular pay scale, shall enter into an agreement through signing a Contract of Service with the Society.

This document is to be used at the time of first appointment or subsequent appointment on promotion, for all employees of CEERI

Educational Society, who will be offered a regular scale of pay. This is also to be used with retrospective effect for those employees, who have not entered the under mentioned contract of service before, but continuing as an employee of the society, as on the date of implementation of this document.

3.7As of today, various types of appointment letters have been issued to the employee by the various MC in the past. There were also changes in the name of the Society and that of the school. To make things all equal, to all employees, a fresh appointment letter would be issued to them under the current name of the Society, and for the present school, CEERI Vidya Mandir. Acceptance of this appointment would result in signing the Contract of Service.

4.0 MEDICAL AND OTHER CERTIFICATES

4.1Every employee shall be required to produce the following certificates on appointment for the school.

(a) Medical Certificate of fitness from – a hospital established or maintained by the Government or local authority.

(b) Two certificates from educationists or any other respectable members of Society, not related to the candidate, certifying the character and conduct to the 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.

5.0 PROBATION

5.1 Except in the case of a purely temporary and ad-hoc appointment, or short-term vacancy, or leave vacancy, or for a specific post of temporary nature, every employee shall on initial appointment be on probation for a period of one year from the date of his/her joining the duties. The Management Committee may extend the period of probation by a further period of one more year. Services of an employee during probation may be terminated by the Management Committee without assigning any reason, by giving one month's notice in writing or one month's salary including all allowances.

5.2 If an employee desires to be relieved during the period of probation, it will be necessary for him/her to give one month's notice in writing, or depositing one month's salary including all allowances, unless and otherwise the Management Committee permits relaxation under special circumstances.

6.0 REGULARISATION

6.1 If the work and conduct of an employee become eligible for confirmation on the expiry of the period of probation or the extended period of probation as the case may be, with effect from the date of expiry of the said period provided he/she fulfils other requisite conditions.

6.2 The employee shall be informed of his confirmation within 3 months of the completion of probation period.

6.3 PROMOTION POLICY

6.3.1 All the categories of employees shall be considered for promotion to a suitable higher position either pay or post wise, after 12 years of uninterrupted services under CES.

6.3.2 This assessment for promotion shall be based on;

- (i) Annual Appraisal Report of CR.
- (ii) Interview

6.3.3 Weight age for APR will be 60 marks & that of interview will be of 40 marks, out of 100 marks. The marks of APR for 12 years would be averaged.

6.3.4 Candidates scoring 80% marks shall be considered eligible for such promotion.

6.3.5 The MC would decide the date of implement such promotions, and their decision shall be final and binding.

7.0 TERMINATION OF SERVICE

7.1 Salary including all allowances to the Society, for immediate release.

7.2 The Managing Committee is fully competent to terminate the services of a regular employee without assigning any reason. In such cases, MC shall give three month's notice in writing or three months salary including all allowances to the employees.

7.3 However, an employee can also be terminated, from the employment of CES, in case of abolition of a post due to closing down of school or class, or reduction in the number of sections of a class, or discontinuance of a teaching subject, or any other matter related to individual performance of the employee, breach of code of conduct, or anything that goes against the interest of the school, by giving three months notice in writing or three months salary including all allowances.

7.4 The Management Committee have the power to relax the period of notice or payment of salary in special circumstances.

8.0 RETIREMENT

8.1 Every employee shall retire from service on attaining the age of superannuation as per corresponding categories of employees of aided/unaided schools of the State/UT concerned i.e. attaining age 60 years [changed from 58 to 60 as per GB meeting of April 21, 2006 and letter from Secretary CES (Ref: CES/Retirement/1/2006, dated October 19, 2006) to Principal CVM]

8.2 The Management Committee may grant extension as per rules of State/UT if the employee has no mental or physical disabilities and his/her services are beneficial to the Institution.

8.3 The MC shall inform the Board of such extension.

9.0 WORKING DAYS & WORKING HOURS

- 9.1 Full working day shall be observed from Monday through Saturday. Only Sundays and other holidays declared by the MC would normally be observed as holiday/s.
- 9.2 Minimum working hours for teachers shall be 39 hours, and for all other employees 42 hours per week, excluding the time for break/recess.
- 9.3 The working days and holidays will be as per State Government Schools or Kendriya Vidyalayas.
- 9.4 The working hours will be such as may be specified from time to time by the Principal. Normally the working hours will conform to State Government Schools at Pilani.
- 9.5 As and when required an employee may be assigned any special duty even if it is to be done beyond the normal working hours in the interest of the school. There shall be no compensation for this in cash or kind.
- 9.6 An employee is also required to conduct and organize co-curricular programmes and perform other duties even beyond the normal working hours.

10.0 NUMBER OF TEACHING PERIODS

- 10.1 The duration of each period shall be 40 minutes.
- 10.2 The Principal of the school shall prepare the time table for teaching to meet the required number of periods for each subject, as specified from time to time in the syllabus of CBSE. The assignment of such duties to teach is binding on all teachers, irrespective of their post and/ or scale of pay.

10.3 Normally a teacher should be engaged as a whole time employee except in special cases because of the nature of a subject where the work load does not justify a whole time teacher. The Principal shall bring to the notice of the MC the cases of under deployed teacher/s.

10.4 Every teacher shall devote in an academic year not less than 1200 hours (not periods) to the teaching of students

10.5 Provided that if any teacher is required to devote more than 1200 hours to the teaching of students, extra remuneration shall be paid to him at such rate as may be determined by the MC, for every hours in excess of 1200 hours devoted by him/her to the teaching of students.

11.0 MAINTENANCE OF RECORDS BY THE TEACHERS

11.1 A teacher shall maintain the following documents and also any other records as may be specified from time to time.

(a) Attendance Register of the class for which he/ she is the Class Teacher.

(b) Personal Log Book and Class Log Book, Programme of Instruction and Lesson Plans.

(c) Cumulative result o his/her class.

(d) Attendance Diary of optional subjects in case of teachers teaching such optional subjects.

(e) Stock Register of properties held by him/her.

(f) CRB (Cumulative Record Book) of the class for which he/she is a class teacher.

(g) Fee collection book/record of the class.

12.0 ATTENDANCE OF EMPLOYEES

12.1 Every employee is expected to reach the school punctually and sign the attendance register on arrival before the working of the school begins and also mark the time of departure.

12.2 An employee who has not signed the attendance register as above is liable to be considered absent from duty for that date. The Principal shall bring in writing to the notice of the MC of such cases for disciplinary action.

13.0 PROVIDENT FUND

13.1 All full time employees shall be entitled for Employees 'Provident Fund scheme of the Society.

13.2 Such employees shall contribute a sum equal to the percent of his/her pay, as per directive of Pf Commissioner from time to time. An equal amount of this shall be contributed by the Society. Thus, the total amount shall be deposited in the P.F Commissioners' Office at Jaipur, in the respective account of each employee.

13.3 An employee is required to correspond directly with the P.F. Office for all future transactions, should that be necessary on the part of the employee.

13.4 In case of any arrears falling due on part of the Society for whatsoever reason, the same shall be paid and the employees' contribution shall be realized from his/her pay, and deposited in P.F. Office.

14.0 REPRESENTATION

14.1 All employees are required to send their individual representation to the MC/Vice-President/President only through the Principal.

14.2 The Principal may submit his/her representation through the Manager of the school or Secretary of the society.

14.3 Only the concerned employee shall write all representations individually. There should not be treated as violation of code of conduct.

15.0 PERMISSION TO ENHANCE QUALIFICATIONS

15.1 No employee shall be permitted to apply for adding qualifications before completing two years service.

15.2 Individual cases duly recommended by the Principal may be considered when due by the Management Committee.

16.0 APPLICATION FOR ANOTHER POST

- 16.1. At the time of appointment each candidate will be required to declare particulars about all other applications he/she might have put in for jobs.
- 16.2. No member of the staff of shall apply for employment elsewhere without notifying through the Principal in writing to the Mc, which may grant such permission.
- 16.3. Members of the staff may apply for an open post in CES, provided they are eligible according to the requirements, and follow all instructions of such notice. Such applications should be submitted through the Principal.

17.0 PRIVATE AND OTHER TUITIONS

- 17.1 No staff member shall undertake private or any other tuition of the students of the school/s run by CES, or any other school/s.
- 17.2 Only MC may permit any tutorial activities beyond the school hours, at the school premises.

18.0 LEAVE

- 18.1 All leave is earned only by duty. Leave cannot be claimed as matter of right.

18.2 There will be 4 types of leave for the members of the staff.

18.2.1 Casual Leave

18.2.2 Medical Leave

18.2.3 Maternity Leave

18.2.4 Earned Leave (for heads of school and non-teaching staff)

18.3 In addition to the above leave, the teaching staff will be entitled to avail summer and other vacations, as approved by the M C every year.

18.4 Only medical leave can be accumulated. There will be no encashment of any leave.

19.0 GRANT OF LEAVE

19.1 All applications for grant of leave should be submitted to the Principal/Vice Principal/Acting Principal. For Principal, it should be sent to the Manager of the school.

19.2 Grant of any leave shall depend on the exigencies of the institution and shall be at the discretion of the Principal/Manager.

19.3 Merely, applying for leave will not mean sanction, until and unless the sanctioning authority sanctions the leave.

19.4 Application for leave in writing shall be made in advance.

19.5 Except in unavoidable circumstances, a letter or a phone message giving reasons should reach the Principal on the day of absence. When a phone message is sent, it should be confirmed in writing by the subsequent day.

19.6 The employee should obtain permission in writing to leave the station during any leave or holidays.

19.7 If an employee does not apply within five calendar days of the expiry of leave for further extension of leave, or has been absent from the school without leave for same number of days, the employee may be deemed to have deserted his/her post.

19.8 When no leave is left due to any employee, he/she may apply for 'leave without pay' well in advance. But the 'leave without pay' shall not be taken as a right or routine practice under no circumstances.

19.9 CASUAL LEAVE

19.9.1 Ten days casual leave will be admissible during one academic year.

19.9.2 Casual leave cannot be combined with any declared break of the school . It may be prefixed or suffixed with Sunays & Gazetted holidays.

19.9.3 Maximum four days of leave will be granted at a time.

19.9.4 Half-day casual leave is not admissible. On first appointment a person will be entitled to avail only 5 days leave in first 6 months.

19.10 MEDICAL LEAVE

19.10.1 Medical leave on full pay will be admitted for six days for every completed year of service.

19.10.2 This leave can be accumulated up to 120 days only.

19.10.3 Application for medical leave must be supported by

19.10.4 Medical certificate/s from a qualified and registered medical practitioner.

19.10.5 Medical leave is not admissible for less than two days at a time.

19.10.6 It can be combined with other leaves a special case on approval of MC, CES.

19.10.7 In first year of service no medical leave would be granted i.e. six days of medical leave will become due only after completion of one year of regular service.

19.11 MATERNITY LEAVE

- 19.11.1 Forty days leave with full pay will be admissible as maternity leave to a female teacher.
- 19.11.2 This is to be certified by a gynecologist/Physician about the necessity for such leave.
- 19.11.3 In the first year of service this leave will not be granted.
- 19.11.4 This leave can be taken in on stretch.
- 19.11.5 This leave can be combined with medical leave, if due.
- 19.11.6 Such leave application must reach the Principal at least two months before the actual commencement of leave.
- 19.11.7 Maternity leave is admissible two times in the serve period of a female teacher.
- 19.11.8 No compensation or encashment will be given to any female employee in lieu of this leave with retrospective effect, or for any ailment other than actual pregnancy.

19.12 EARNED LEAVE FOR NON-TEACHING STAFF

- 19.12.1 Principal, Vice Principal, and all other non-teaching employees of the school are entitled for earned leave.

- 19.12.2 A non-cumulative earned leave for 30 days per calendar year shall be allowed.
- 19.12.3 Sanction of such leave shall be governed by the rules mentioned in article 19.1 to 19.8

20.0 CODE OF CONDUCT FOR EMPLOYEES

20.1 Every employee shall be governed by the code of conduct. The following acts, towards/for/against/with, any member of the society, or staff, or student and their parents/guardians, or school shall constitute breach of code of conduct.

20.1.1 Habitual late coming, Negligence of duty.

20.1.2 Use of abusive language, quarrelsome and riotous behavior.

20.1.3 Insubordination and defiance of lawful order from the Principal or MC.

20.1.4 Disrespectful behavior, rumor mongering and character assassination of any kind.

20.1.5 Making false accusations or assault either provoked or otherwise.

20.1.6 Use of liquor or narcotics on the school premises.

20.1.7 Embezzlement of funds or misappropriation of school property or theft or fraud.

20.1.8 Cruelty towards any student or any employee of the school.

20.1.9 Mutilation /destruction of school records and property.

20.1.10 Conviction by a court of law for criminal offence.

20.1.11 Possession in school premises of weapons, explosives and other objectionable materials.

20.1.12 Indulging in or encouraging any form of malpractice connected with examination or other school activities.

20.1.13 Divulging confidential matters relating to school.

20.1.14 Obstructing other members of the staff from lawful duties and indulging in any sort of agitation to coerce or pressurize or embarrass the school authorities.

20.1.15 Carrying on personal monetary transactions among themselves, with the students and/ or with the parents.

20.1.16 Taking active part in politics.

20.1.17 Propagating through teaching lessons or otherwise communal or sectarian outlook or inciting or allowing any student to indulge in communal or sectarian activity.

20.1.18 Differentiate and identify students with their cast or creed, and also make remarks regarding this.

20.1.19 Making sustained neglect in correcting class work or home work done by the students.

20.1.20 Taking private tuition without the permission of MC.

20.1.21 Engaged in any monetarily gainful activities, either in his/her name or on behalf of anybody else, directly or indirectly.

20.1.22 Giving or accepting any gratification from any body in cash or in kind.

20.1.23 Moral depravity of any nature, involving anybody related with the school.

20.1.24 Seeking or trying to indoctrinate the students for any purpose, political or religious.

20.1.25 Organising or attending any meeting during school hours except when he/she is required or permitted by the Principal to do so.

20.1.26 Absenting from work even though present in the school premises or absent without leave or present according to attendance register but not present in the school.

20.1.27 Preparing or publishing any book or books commonly known as 'keys', or assist, whether directly or indirectly in their publication or as a selling agent or canvasser for any publishing firm or trader.

20.1.28 To do any hire/sell/purchase activities of any item or thing in the school premises, or any monetary transactions.

20.1.29 Asking for or accept, except with the previous sanction of the Society, any contribution or otherwise associate himself/herself with the raising of funds of any kind or make any collection whether in cash or in kind, in pursuance of any object whatsoever.

20.1.30 Involve in or organize any activities like unscheduled celebrations of any kind during the school hours.

20.1.31 Any other acts which may adversely affect the reputation of the school and the society.

20.1.32 Any other conduct or act contrary to the provisions of the Service Rules and/ or agreement signed by the employee with the Society.

20.2 All the teachers are expected to be exemplary in their public and private life. Their loyalty, sense of dedication and integrity of character at all times should be an inspiration to the youth committed to their care. The teacher shall attend to his duties with care and commitment, be punctual in attendance and dutiful in respect of class room and also for any other work connected with the duties assigned to him by the Head of the school or the Board. He shall abide by the rules and regulations of the school and carry out the lawful orders and also show due respect to the constituted authorities.

20.3 The following shall not be deemed as a breach of the code of conduct.

20.3.1 To appear at an examination to improve his qualifications with the permission of the employer.

20.3.2 To become, or to continue to be a member of any religious, literary, scientific or professional Organisation or co-operative society.

20.3.3 To organize or attend any meeting outside the school hours subject to the condition that. Such meeting is held outside the school premises.

20.3.4 To make any representation to the Management for the redress of any bonafide grievance, subject to the condition that such representation is not made in rude or indecorous language.

21.0 SERVICE BOOKS AND CONFIDENTIAL REPORTS

21.1 Service book containing factual records of the employee, salary scale, increments, promotions, leave record, any disciplinary action or reward etc., shall be maintained for each employee on the form prescribed by the Education Directorate of the State/U.T. concerned. The signature of the employee shall be obtained for entries in the service book. Service book should be duly attested by the Head of the school in the case of employees and by the person authorized/ the Manager/Secretary/Correspondent in the case of Head of the Institution.

21.2 The school shall maintain annual confidential roll for every employee including the Head of the Institution. The confidential roll will contain assessment of work of the employee during the academic year including the results. Confidential rolls for the employees shall be written by the Head of the Institution and to the Head of the Institution by the Manager/Secretary/Correspondent.

21.3 Confidential rolls should be maintained in the form prescribed by the education Department of the State/U.T. concerned and should be kept confidential. Any adverse entry in the confidential roll should be communicated to the employee concerned. The employee concerned may represent against the adverse entry. The representation will be considered by the next higher authority and if the higher authority is satisfied that the adverse entry is not justified the same shall be expunged from the ACR.

21.4 The school shall maintain personal files for each employee. The original certificate/degree shall be returned to the employees after verification and Photostat copies kept in the personal files. School Authorities should not keep the original certificate with them.

22.0 DISCIPLINARY PROCEDURE

22.1 Suspension

(1) The school Managing Committee may place an employee under suspension where.

(a) Disciplinary proceedings against him are contemplated or pending.

Or

(b) A case against him/her in respect of any criminal offence is under investigation or trial;

Or

(c) He/she is charged with embezzlement;

(d) He/she is charged with cruelty towards any student or any employee of the school;

Or

(e) He/she is charged with misbehavior towards any parent, guardian, student, or employee of the school;

Or

(f) He/she is charged with a breach of any other Code of Conduct;

(2) No order for suspension shall remain in force for more than six months unless the Committee, for reasons to be recorded by it in writing, directs the continuation of the suspension beyond the period of six months.

(3) Where the Principal/Manager intends to suspend any of, the employee, such intention shall be communicated to the MC and no such suspension shall be made except with the prior approval

of the Chairman of the Committee; provided that the Principal/Manager may suspend an employee with immediate effect and without the prior approval of the Chairman of the Committee if he/she is satisfied that such immediate suspension is necessary by reason of the gross misconduct, within the meaning of the Code of Conduct or involves moral turpitude.

Provided further no such immediate suspension or the suspension made with the approval of the Chairman of the Committee shall remain in force for more than a period of fifteen days from the date of suspension unless it has been communicated to the committee and approved by it before expiry of the said period. Where the intention to suspend, or the immediate suspension of an employee is communicated to the committee, it may, if it is satisfied that there are adequate and reasonable grounds for such suspension, accord its approval to such suspension.

(4) An employee shall be deemed to have been placed under suspension by an order of the MC.

(a) With effect from the date of the detention, if he/she is detained in custody for a period exceeding forty-eight hours on a charge of an offence which in the opinion of the Committee involves moral turpitude;

(b) With effect from the date of his/her conviction, if in the event of a conviction for an offence involving in the opinion of the committee, moral turpitude, he/she is sentenced to, a term of imprisonment exceeding forty-eight hours and is not forthwith dismissed or removed or compulsorily retired from service consequent on such conviction.

Explanation: The period of forty-eight hours referred to in this rule shall be computed from the commencement of detention or conviction, as the case may

be, and for this purpose intermittent periods of detention shall be taken into account.

- (5) Where a penalty of dismissal, removal or compulsory retirement from service imposed upon an employee is set aside or rendered void, in consequence of, or, by a decision of a court of law, and the disciplinary authority on a consideration of the circumstances of the case decides to hold further inquiry against such employee on the same allegations on which the penalty of dismissal, removal, or compulsory retirement was originally imposed such an employee shall deemed to have been placed under suspension by the committee from the date of original order of dismissal, removal or compulsory retirement and shall continue to remain under suspension until further orders. Provided that no such further inquiry shall be ordered unless it is intended to meet a situation where the court has passed an order purely on technical grounds without going into the merits of the case.
- (6) An order of suspension made or deemed to have been made in these rules shall continue to remain in force until it is modified or revoked by the committee.
- (7) Where an employee is suspended or is deemed to have been suspended and deny other disciplinary proceeding is commenced against him during the continuance of that Suspension, the Committee may for reasons to be recorded by it in writing, direct that the employee shall continue to be suspension until the termination of all or any such proceeding.

(8) An order of suspension made or deemed to have been made under these rules may., at anytime be modified or revoked by the committee.

(9) Subsistence Allowance: An employee under suspension shall, in relation to the period of suspension, be entitled to the following payments, namely.

(a) A subsistence allowance at an amount equal to one half of the pay last drawn by him/her and in addition to such pay, dearness allowance at an appropriate rate to be paid in the same manner as the salary;

(b) Any other compensatory allowance admissible, from time to time, on the basis of pay of which the employee was in receipt on the date of suspension;

Provided that the employee shall not be entitled to the compensatory allowance 'unless the Committee is satisfied that the employee continued to meet the expenditure for which such compensatory allowance is admissible.

Provided that where the period of suspension is extended beyond three months, the Committee shall be competent to vary the amount of subsistence allowance for the period subsequent to the period of first three months follows

(1) The amount of subsistence allowance may be increased by a suitable amount, not exceeding fifty per cent of the subsistence allowance admissible for the period of first three months, if, in the opinion of the committee to be recorded in writing, the period of suspension has been prolonged due to reasons not directly attributable to the employee.

(2) The amount of subsistence allowance may be reduced by a suitable amount not exceeding 50% of the subsistence admissible during the period of first three months, if in the opinion of the Appointing Authority, the period of suspension has been prolonged, due to reasons to be recorded in writing, directly attributable to the suspended employee.

(3) No payment of subsistence, allowance shall be made unless the employee furnishes a certificate to the effect that he/she is not engaged in any other employment, business, profession or vocation.

Provided that in the case of an employee dismissed, removed or compulsorily retired from service, who is deemed to have been placed or to continue to be under suspension and who fails to produce such a certificate for any period or periods during which he/she is deemed to be placed or continue to be under suspension, he/she shall be entitled to the subsistence allowance and other allowances equal to the amount by which his/her earnings during such period or periods, as the case may be, fall short of the amount of subsistence allowance and other allowances that would otherwise be admissible to him/her. Where the subsistence and other allowances admissible to him/her are equal to or less than the amount earned by him/her nothing in this provision shall apply to him/her.

(10) Where a suspended employee is exonerated after disciplinary proceeding or where any criminal prosecution against a suspended employee ends with an honorable acquittal, the salaries and allowance received by him/her shall be paid to him/her from the date on which he/she was suspended.

23.0 PENALTIES

23.1 The following penalties may, for good and sufficient reasons, including the breach of one or more of the provisions of the code of Conduct may be imposed upon an employee.

(h) Censure;

(i) Recovery from pay, the whole or any part of any pecuniary loss caused to the school by negligence or breach of orders;

(j) Withholding of increment of pay;

(k) Reduction in rank;

(l) Compulsory retirement;

(k) Termination from service.

Explanation: The following shall not amount to penalty within the meaning of this rule, namely

(a) Retirement of the employee in accordance with the provisions relating to superannuating, retirement;

(b) Replacement of a teacher who was not qualified of the date of his/her appointment by a qualified one;

(c) Discharge of an employee appointed on a short-term officiating vacancy caused by the grant of leave, suspension or the like.

24.0 PROCEDURE OF IMPOSING PENALTY

24.1 No order in case of a penalty shall be made except after informing the employee of the proposal to take action against him/her and the allegation on which such action is proposed to be taken and except after giving to the employee an opportunity to make any representation against the proposed action.

24.2 The disciplinary authority shall frame definite charges on the basis of the allegation on which the inquiry is proposed to be held and a copy of the charges together with the statement of the allegations on which the charges are based shall be furnished to employee and he/she shall be required to submit within such time as may be specified by the disciplinary authority but not later than two weeks, a written statement of his/her defense and also to state whether he/she desires to be heard in person.

24.3 On receipt of the written statement of defense, or where no such statement is received within the specified time, the disciplinary authority may itself make inquiry into such of the charges as are not admitted or if it considers it necessary to do so, appoint an inquiry officer for the purpose.

24.4 At the conclusion of the inquiry, the inquiry officer shall prepare a report of the inquiry according his findings on each of the charges together with the reasons thereof.

The disciplinary authority shall consider the report of the inquiry and record its findings on each charge and if the disciplinary authority is of opinion that any of the major penalties should be imposed it shall

- (i) Furnish to the employee a copy of the report of the inquiry officer, where such officer has made an inquiry;
- (ii) Give him/her notice in writing stating the action proposed to be taken in regard to him/her and calling upon him/her to submit within the specified time, not exceeding two weeks, such

representation as he/she may wish to make against the proposed action;

- (iii) On receipt of the representation, if any, made by the employee, the disciplinary authority shall determine what penalty, if any

Should be imposed on the employee and communicate its tentative decision to impose the penalty to the committee for its prior approval;

- (iv) After considering the representation made by the employee against the penalty, the disciplinary authority shall records its findings as to the penalty, which it proposes to impose on the employee and send its findings and decision to the committee for its approval and while doing so the disciplinary authority shall furnish to the employee all relevant records of the case including the statement of allegations, charges framed against the employee, representation made by the employee, a copy of the inquiry report, where such inquiry was made and the proceedings of the disciplinary authority.

24.5 No order with regard to the imposition of penalty shall be made by the disciplinary authority except shall make no order with regard to the imposition of a penalty after the receipt of the approval of the Committee.

24.6 An employee who has been, terminated, dismissed, removed or compulsorily retired from service as a consequence of any disciplinary action, shall not be reinstated or appointed.

25.0 DISCIPLINARY COMMITTEE

25.1 In case the employee wishes to appeal against the order of the Disciplinary Authority, the appeal shall be referred to a Disciplinary Committee. The disciplinary Committee shall consist of the following

- (a) The Chairman of the MC or in his absence any member of the Committee nominated by him.
- (b) Secretary of CES.
- (c) The Manager of the school
- (d) Administrative Officer of CEERI
- (e) The Head of the school, except where the disciplinary proceeding is against him/her.
- (f) Two members of the Society.

25.2 The Disciplinary Committee shall carefully examine the findings of the Inquiry Officer, reasons for imposing penalty recorded by the Disciplinary Authority and the representation by the employee and pass orders as it may deem fit.

26.0 ACCOMMODATION

26.1 All employees are eligible for licensed accommodation at CEERI Campus, subject to availability of such accommodation, and according to the rules of CEERI for license fee and other charges.

26.2 For the rule at 26.1, no employee shall be paid house rent allowance. But if CES fails to provide accommodation at CEERI to any employee at CEERI, then they will be allowed HRA as to be decided by MC.

26.3 A couple employee would be licensed such accommodation in any one's name. Neither the other spouse shall be given any compensation for that, nor separate accommodation shall be

provided.

- 26.4 An employee must take care of the accommodation and of cleanliness around it.
- 26.5 Request for repairs and other maintenances are to be lodged with appropriate authority as designed by CEERI.
- 26.6 An occupant is responsible for the safety of their belongings during their entire stay in CEERI Campus. However, they are advised to take necessary steps for the security of their belongings.

27.0 TRAVELLING AND DEARNESS ALLOWANCE

- 27.1 Any employee is liable to perform duties assigned by the Principal/Manager at a different location than Pilani.
- 27.2 For such duties, travelling and dearness allowance shall be paid to such employee at the rate to be decided by the MC from time to time.
- 27.3 Such duties shall be counted as official duty, and no compensation in respect of leave shall be permitted.
- 27.4 No employee shall be permitted to avail any personal leave prefixing or suffixing the period of such duties.
- 27.5 Any duty of whatsoever nature, performed or to be performed by the employee in his/her personal capacity, at Pilani or elsewhere, shall not be paid for.

28.0 MEDICAL FACILITY

28.1 All employees are entitled to free medical consultations at CEERI Dispensary, for themselves and their immediate members of the family. They have to buy their own medicines.

28.2 However, under special circumstances, Society may extend help in treatment and medication, in the way to be decided by the MC from time to time.

29.0 CONCESSION IN SESSION FEE

29.1 Concession in session fee for the child/children of CES employees would be admissible as per following details.

29.2 It will be admissible to only two children during entire service of the staff member.

29.3 It will be limited to session fee only, which includes tuition fee, annual charges, and science fee wherever applicable.

29.4 All other fee, such as registration fee, admission fee, cost of admission form, general/science caution money, computer fee and other related fees has to be paid by the employee.

29.5 Those who have already availed this concession for two children during their service will not be entitled for any more concession with respect to their children studying in CVM.

29.6 For the third or subsequent child, the staff member shall pay full fee, as applicable to CEERI Staff members.

29.7 There shall be no compensation or any allowances to this effect, for the child/children of any employee, studying in other school/s.

29.8 An employee is required to apply for such concession for their child/children by name. This option is irrevocable, and non-transferable.

29.9 This concession will cease to exist if the child/children remains in the same class for more than one year for whatever reason/s.

30.0 PAYMENT OF SALARY

30.1 The salary and other dues to employees would be paid through their respective bank account with State Bank of Bikaner & Jaipur, CEERI Campus, Pilani.

30.2 Payment shall always be made through bank or crossed cheque.

30.3 Salary for the month shall be paid between 1st to 5th of next month, depending on the working days of the bank.

30.4 The total amount (Society's contribution + employee's contribution) of EPF shall be deposited in the respective EPF account through bank as per PF rules.

Whatever has not been covered in these rules, will be interpreted as per guidelines given in the booklet "CBSE Affiliation Bye-Laws" except matters related to financial commitments of the society. The financial matters decision of the Managing Committee of CES will be final.