

## Annexure 'B'

### Vivekanand Education Society's Institute of Management Studies & Research

HAMC, Collector's Colony, Chembur, Mumbai – 400 074. (ph. \_\_\_\_\_ Fax. No. \_\_\_\_\_)

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Ref. No. VESIM/HR/AO/

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Date: \_\_\_\_\_

#### **TERMS & CONDITIONS / CODE OF CONDUCT - FOR TEACHING/NON-TEACHING STAFF APPOINTED ON REGULAR BASIS**

The Society may apply these 'Terms & Conditions' to individual Teaching/Non-Teaching staff with such amendments as may be deemed fit from case to case.

Teaching/Non-Teaching employee is appointed in the Scale/Lumpsum as agreed upon at the time of appointment. The appointment will be initially ADHOC/PROBATION/TEMPORARY as mentioned in the appointment letter. This will be confirmed at the end of period subject to satisfactory performance of the duties entrusted and reports from superior/s. Non issue of letter from the Management at the end of Adohoc/Probationary/Temporary period should not be taken as extension of Adhock/Probationary/Temporary service & any employee doing so will be on their own risk & cost.

However services can be terminated immediately if he/she breaks the general discipline and acts in the manner which may spoil the Academic & Disciplinary atmosphere of the Institute.

1. No employee will ordinarily be made permanent unless he has completed TWO YEARS of service after getting approved by Competent Authorities.
2. A person shall become permanent employee only when his appointment as a Permanent Employee is approved by the Society and an order is given to him in writing.
3. Every employee shall retire on completion of 58/60 years of age (Non-Teaching/Teaching), irrespective of service, unless his period of service is extended for such period & on such terms as the Authority considers proper.
4. No increment can be claimed as of right. The increment will depend upon the quality of work and the conduct of the individual and various other factors as the management may consider appropriate in its sole discretion.
5. The management shall take such action, as it deem fit in case of permanent employee who in its opinion is found to be incapable of performing such work as he may be reasonably expected to perform, or who is found doing anything that would be detrimental to the interest of the society or incompatible with due fulfillment of conditions of contract of employment either express or implied. However, he shall be given an opportunity of being heard before any action is taken.
6. A permanent employee shall serve the society in any of the Institutions of the society at any place and in whatever capacity, he may be asked to serve from time to time, provided his salary and other service condition shall not be adversely affected without his consent.

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7. a) Service of permanent employee may be dispensed with by the society by giving Three (3) months notice or Three months pay in lieu of notice or appropriate pay for short notice. Conversely, in case, a permanent employee wants to leave the service of the society, he shall give three months notice in writing to the authorities or in lieu of such notice an amount equivalent to three months pay or proportionate pay for short notice.
  - b) No teaching staff can to relieve from duty during an ongoing academic term.
  - c) No leave is permissible during the notice period.
  - d) In case of promotion, by virtue of seniority and/or by recommendation of Dept. head, if there is insubordination or disobedience of instructions/unsatisfactory report, management services the right to revert back to original position/designation with relevant pay scale, before the promotion.
8. All teaching/Non-Teaching staff shall during the period of his/her service, employ himself/herself honestly and efficiently under the order/instructions of the head of the Institute. They shall not do anything which bring the society or any of its Institution in disrepute. They shall devote their whole time to the duties of the Institute and shall not on their own account or otherwise directly or indirectly on or be concerned in any trade or business or undertake an active part in any public activity or employment whatever, without having first obtained the written permission of the society.
9. Teaching/Non-teaching staff shall not absent him from duties without first having obtained the permission of the Department Head/Management or Head of the Institution in this behalf and in case of ill-health without producing such medical certificate as may be demanded by the authorities.
10. The management may at its discretion require any of its employee to undergo medical examination by the Registered Medical Practitioners of its choice. Opinion of such medical practitioners shall be binding upon the parties. Expenses required to be incurred in connection with such medical examination shall be borne by the employee. However, female employee shall not be required to subject herself for medical examination before a male medical practitioner without her consent.
11. Every Teaching/Non-teaching staff shall carry out such duties pertaining to the Institution as may be assigned to him from time to time, including duties connected with extracurricular activities such as supervision of physical exercise, games and sports, works connected with the library and co-operative societies, ceremonial functions etc.
12. The appointment is full-time and does not permit the holder to engage himself/herself for any outside business, Consultancy, professional, tutorial and/or such other outside work, either with or without remuneration, without the express sanction of the management.
13. In case of insubordination, neglect of duty or misconduct it shall be open to the management to dispense with the services of an employee without notice.
14. All such acts, as given below which shall be considered as "Misconduct":
  - a) Going on a strike without 14 days advance notice in writing or abetting, inciting, instigating or illegal strike or acting in furtherance thereof.
  - b) Taking or giving bribes or any illegal gratifications.

- c) Late attendance on three or more days within a month.
- d) Disclosing to any unauthorized person any confidential information with regard to the society's or any other institution's affairs thereof which may come into the possession of the employee in the course of his duties or suppression of any relevant information whether before or after joining the duties.
- e) Unauthorized possession of any property of the establishment.
- f) Taking any loans from any students or their parent.
- g) Indulging any activity or any act of commission or omission which brings the society or any of its Institutions in disrepute.
- h) Moral turpitude.
- i) Unfair examination practices.
- j) Absenteeism from duty without a just and cause reason.
- k) Insubordination
- l) Engaging in gainful pursuits without the written sanction of the Director.
- m) Any action or omission that would directly or indirectly impact adversely the institution or trust.

15. Leave:-

- a) **Casual Leave:** (For both Teaching/Non-teaching) - 8 Days per year. Normally not more than 3 days to be sanctioned at any on occasion.
- b) **Privilege Leave:** (For Non-Teaching staff only) - 30 days per year. 2.5 days will be credited on every month.
- c) **Medical Leave:** on full pay for 10 days for a year for both Teaching & Non-Teaching staff.
- d) **Maternity Leave:** (For both Teaching/Non-Teaching) – on completion of 1 year service – on half pay and on completion of 2 years of service on full pay for 90 days.
- e) **Vacation:** (For Teaching Staff Only) – as per rule.

16. Every employee's personality should be tuned with the Aims & Objects of the Society by having sober habits, outlooks, dress etc.

For male employees (Teaching and Non-Teaching) members dress code will be western formals (dark trousers and light colour full sleeve shirt). For female employees (Teaching and Non-Teaching) members Dress Code will be Saree **OR** Salwar Kamiz with knee length Kameez with Dupatta. The dress code should be such that it does not result to any kind of obscene appearance.

17. Smoking & other similar habits e.g. pan chewing are strictly prohibited within the premises and vicinity of college area as per Bombay Police Act, 1951 Section – 116 & 117.

18. No staff member (Teaching and Non-Teaching) **WILL** enter in any direct correspondence with any Agency/Body with which he/she is connected through the Institute. Action will be taken against those who knowingly or unknowingly disregard the above instructions.

19. Staff member will accept the mode of payment by cheque/direct transfer to Bank of our choice/cash as deemed fit from time to time.

20. Staff (Teaching and Non-Teaching) member will not give the college/institution's address for personal correspondence without the prior permission of the Management. Otherwise it will be concluded that the staff member do not have permanent address in Bombay.

21. The management will not be responsible for any minor/major injury caused to you, due to any reason, within the premises of the institution. One is advised to get covered by a suitable insurance scheme to avoid future complications.

Please read the Terms & Conditions carefully and return 1 copy of the same duly signed as stated below:-

( Director )

**I have carefully read the above Terms & Conditions and hereby agree to abide by them.**

**SIGNATURE OF THE EMPLOYEE:** \_\_\_\_\_