

THE HYDERABAD (SIND) NATIONAL COLLEGIATE BOARD - BOMBAY
CONDITIONS OF SERVICE RULES

PART - I

1. These rules may be called "The Hyderabad (Sind) National Collegiate Board Staff (Conditions of Service) Rules".
2. These rules will apply to all persons in the service of the Board. All the employees will be bound by these rules and also by such alterations therein or additions thereto, as may be made by the Board or the Managing Committee, from time to time.
3. i. The authorities competent to appoint, confirm, award punishments, terminate the services of or dismiss the employees of the Board shall be as specified below:-
 - a) Principal of a College : The Board.
 - b) Other members of the teaching staff and the physical training director or instructor : The Managing Committee; provided that the Principal of a College may, with the approval of the President, appoint a lecturer in a temporary vacancy for a period not exceeding six months.
 - c) Head Clerk of a College : The Managing Committee. The power to suspend him may also be exercised by the Principal of the College.
 - d) Other members of the staff : Principal.
- ii. For the purpose of these rules a physical training instructor or director will not be deemed to be a member of the teaching staff.
4. Every new employee shall remain on probation for a period of two years;
Provided that the Managing Committee may for special reason terminate any employee before the expiry of two years.
5. A letter of appointment shall be issued to every new employee in form 'A' attached hereto.
6. Before a new employee joins service, he shall be asked to state in writing (in form 'B') that he accepts service subject to, and that he shall always abide by these rules.



7. On the expiry of the period of his probation, the employee shall, unless his services are dispensed with, be informed in writing about his confirmation and the date from which he is confirmed.

8. 1. Every whole-time employee shall from the date of his confirmation contribute to the Board's Provident Fund in accordance with the Provident Fund Rules for the time being in force.

11. Temporary and part-time employees will not be entitled to contribute to this fund.

9. 1. The annual increment shall ordinarily be payable as a matter of course, unless the same is stopped by a competent authority. The employee shall be informed in writing about the reasons for withholding the increment and a note to that effect shall be made in his service book.

11. An employee will be entitled to earn his increments during all kinds of leave, except study leave and leave without allowances and the period during which he remains on suspension. No increment will, however, be drawn during the period of any leave.

11. No employee will be entitled to earn any increment after he has attained the age of 60 years, provided that this sub-rule will not apply to such employees, who are in service and who have attained the age of 60 years on 1st December, 1956, as the Managing Committee may direct.

10. Every employee shall be liable to be transferred from one College to another college established by the Board. The power to so transfer an employee shall be exercised by the Managing Committee.

11. 1. A service book shall be maintained in respect of each permanent employee. This register should show the date of his appointment, the date of his confirmation, the posts held by him from time to time, his pay, the increments earned by him, the amount of leave earned and enjoyed by him and warnings and punishments, if any, given to him. It may also contain remarks as regards his work and efficiency.

11. The service books shall remain in the custody of the Principal.

12. Every employee shall retire from service on attaining the age of 60:

Provided that for special reasons, in the case of a Principal of a College, the Board, and in the case of any other employee, the Managing Committee, may grant him extension of service for not more than one year at a time and in any case not beyond the age of 65;

Provided further that the Managing Committee may require any employee, after he has attained the age of 55 years, to produce a certificate of good health from a competent doctor and continue him in service only if it is satisfied that he is able to discharge his duties efficiently and satisfactorily.

13. 1. Notwithstanding anything contained in these rules, the services of any member of the teaching staff may be terminated, without any reasons being assigned, if he is still on probation or if his appointment is temporary, by giving him one month's notice or one month's pay in lieu of such notice and if he is confirmed, by giving him three months' notice or pay for three months in lieu of such notice.

11. No member of the teaching staff shall leave his service without giving one month's notice, if he is still on probation, or three months' notice, if he is confirmed. If he fails to give such notice, he shall be liable to pay to the Board an amount equal to his salary for the period of the notice.



14. i. Notwithstanding anything contained in these rules, the services of any other employee may be terminated, without any reason being assigned, by giving him one month's notice or one month's pay in lieu of such notice.

ii. No such employee shall leave the service of the Board without giving one month's notice. If he fails to give such notice, he shall be liable to pay to the Board an amount equal to his salary for one month.

15. i. A member of the teaching staff, whose services are terminated at the end of an academic term, shall, unless he has left service of his own accord or has been dismissed or unless his appointment was in a temporary vacancy for a fixed period, be paid,

- a) if he has served for more than half of the whole academic year, his salary upto the end of the vacation following the second term,
- b) if he has served for more than half of the first term, his salary upto the end of the vacation following the first term, or
- c) if he has served for more than half of the second term, his salary upto 31st March following the end of that term.

ii. An employee, who is dismissed, will not be entitled to draw any salary from the date of his suspension or dismissal, as the case may be. During the period of his suspension, he will be entitled to such subsistence allowance, as the Managing Committee, in the case of members of teaching staff, and the Principal, in the case of other employees, may sanction.

16. Notwithstanding anything contained in these rules, the Managing Committee may enter into a special contract with any employee about the terms of his employment.

17. In case of any doubt or dispute regarding the interpretation of any of these rules, the decision of the Managing Committee in regard thereto shall be final.

PART - II

Conduct and Discipline.

18. i. The duties of a member of the teaching staff shall pertain not only to teaching, but to all other matter connected with the College. It shall be his duty to perform such duties pertaining to the administration of the College, the library, the laboratories extra curricular activities and College functions as the Principal may from time to time assign to him.

ii. Such duties may be assigned even during the period of a vacation.

19. The Principal of a College shall not go out of Bombay, without obtaining prior permission of the President, if the period of his absence from Bombay is likely to exceed three days.

20. Any employee, who wishes to apply for service elsewhere, shall send his application through the Principal.

21. Any employee, who wishes to submit any representation to the Board or the Managing Committee, shall do so through the Principal.

22. No employee shall solicit support of or try to influence any member of the Board or without the permission of the President, meet or have a discussion with any such member, in regard to any matter affecting himself or any other employee of the Board.

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23.

- No employee of the Board shall, while on duty or on leave,
- engage in or be concerned directly or indirectly in any trade or business,
 - without the permission of the President, undertake any other employment,

Provided that he may, without such permission, supervise any examination or correct any examination papers and receive fees for the same;

- undertake any private tuition, except with the previous permission of the Principal of the College,
- without the permission of the President, take part in, subscribe in aid or, or assist in any way, any political movement,
- without the previous sanction of the President, become the proprietor in whole or in part or conduct or participate in the editing or management of any newspaper or other periodical publication or be a reporter, news agent or correspondent of any such paper or publication;

Provided that he may contribute to any newspaper or magazine any article or literary, historical or other educational subject. A copy of such article should be supplied to the Principal of the College before its publication, or

- hold directly or indirectly, by himself or through any relation or other person, any share or interest in any contract given by or in any work done for the Board.

24. i. Any employee, who disobeys any order issued by the Board, the Managing Committee or the Principal of a College or who is guilty of neglect of duty or of breach of any of these rules or of other misconduct, may be awarded one of the following punishments:

- Censure
- Warning
- With-holding of increments or promotion, including stoppage at an efficiency bar;
- Reduction to a lower post or to a lower stage of a time-scale;
- Recovery from his pay of the whole or part of any pecuniary loss caused to the Board by his negligence or breach of rules or orders;
- fine, not exceeding one month's pay;
- Suspension;
- Dismissal from service;

Provided that the penalty of fine shall not be imposed on any member of the teaching staff.

Explanation: The termination of the services of any employee after giving him a notice prescribed in rule 13 or 14, as the case may be, or the discharge -

- of a person appointed on probation during or at the end of the period of probation, on grounds arising out of the specific conditions laid down by the appointing authority, e.g., want of a vacancy, failure to acquire prescribed special qualifications or to pass a prescribed test, or
- of a person appointed, otherwise than under contract, to hold a temporary appointment, on the expiration of the period of that appointment, or
- of a person, engaged under contract, in accordance with the terms of his contract;

does not amount to dismissal within the meaning of this rule.

11. The increment of an employee may also be stopped, in case he is found to be inefficient or his work is found to be unsatisfactory.



25. No order or dismissal of any employee shall be passed, unless he has been informed in writing of the grounds on which it is proposed to take action against him and unless he has been given an adequate opportunity of making any representation, that he may desire to make, within such reasonable time as the competent authority may fix and such representation, if any, has been taken into consideration, before the order of dismissal is passed.

26. An employee, who is dismissed from service, shall not be entitled to any gratuity or bonus or the board's share of the contribution to his provident fund.

27. i. Any employee, aggrieved by the decision of the Principal of his College, may appeal to the Managing Committee.

ii. An appeal against the decision of the Managing Committee shall lie to the Board.

iii. The decision of the Board in any such matter shall be final.

iv. Every appeal petition shall be submitted through the Principal.

Provided that an advance copy of the appeal petition may be sent directly to the President.

PART - III

Leave (General)

28. No leave can be claimed as a matter of right. Leave will be granted only if the services of the employee can be conveniently spared and if satisfactory arrangements can be made for carrying on his work in his absence. It may be revoked at any time, if the exigencies of administration made this necessary.

29. In the rules contained in this part,

a) "Pay" means substantive pay and includes personal allowance, if any, and dearness allowance, but not any other kind of allowance;

b) Active service shall include, besides the time spent on duty, (i) holidays and vacations, except such holidays and vacations as fall within the period, during which the employee is absent on leave, and (ii) casual leave, but not any other kind of leave.

30. i. All permanent employees will be entitled to the following kinds of leave,

- a) casual leave,
- b) earned or privilege leave,
- c) sick leave,
- d) study leave, and
- f) extraordinary leave,

ii. Employees on probation, part-time employees and temporary employees will only be entitled to casual leave and sick leave.

31. Leave can be earned only during active service.

32. Holidays falling within the leave period will be considered as part of the leave enjoyed.

33. No leave or furlough shall be granted beyond the date on which an employee is compulsorily retired;

Provided that the authority competent to grant leave or furlough may allow any employee, who has been denied before his retirement the privilege leave or furlough, which was due to him, on account of exigencies of service, the whole or any portion of the privilege leave or furlough so denied, even though it extends to a date beyond the date on which the employee is compulsorily retired.

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34. The power to grant or refuse leave or to recall an employee from leave shall vest in the case of a Principal of a College, in the President, and in the case of any other employee, in the Principal.

Provided that if the grant of such leave is likely to involve additional expenditure, the sanction of the Managing Committee for the grant of such leave shall be necessary;

Provided further that the Principal of a College may take casual leave without obtaining the permission of the President, if the period of such leave does not exceed seven days and if the period of his absence from Bombay is not likely to exceed three days.

35. If an employee dies while he is still in service and has not enjoyed the full amount of privilege leave due to him, an allowance equal to that which would have been granted to him for the period of such leave not enjoyed by him, shall be paid to his wife or the person nominated by him under the Provident Fund Rules, in monthly instalments or in a lump sum, as the Managing Committee may direct.

CASUAL LEAVE:

36. i. A member of the teaching staff shall be entitled to six days casual leave per term.

ii. Every other employee shall be entitled to 15 days casual leave in a year but ordinarily not more than 7 days casual leave shall be taken at one time.

37. i. Casual leave cannot be combined with a vacation, X-mas holidays or with leave of any other description.

ii. Casual leave may be joined to other holidays and Sundays, but the total period of absence at any one time shall not ordinarily exceed 8 days.

PRIVILEGE LEAVE

38. A Principal of a College, who remains in Bombay and attends to college work during a vacation, will be entitled to 30 days privilege leave in a year; provided that if he goes out of Bombay during a vacation in any year, otherwise than on duty, the amount of privilege leave earned by him in that year will be reduced by the period for which he is absent from Bombay.

39. A member of the teaching staff, other than a Principal, will not be entitled to any privilege leave, unless he is required to work during a vacation, in which case he will be entitled to privilege leave calculated on the basis of 1/3rd of the period for which he has worked during the vacation. The amount of privilege leave so earned in any year shall not exceed 30 days.

40. The amount of privilege leave earned by a member of the inferior staff shall be (i) 1/22nd of the period spent by him on active service, during the first ten years of service, (ii) one sixteenth of the period spent on active service during the next ten years of service, and (iii) one-eleventh of the period spent on active service thereafter.

41. The amount of privilege leave earned by any other employee shall be one-eleventh of the period spent on active service.

42. Privilege leave shall cease to be earned, when the amount of such leave accumulated and due, exceeds three months in the case of a member of the inferior staff and four months in any other case.

43. In calculating privilege leave the actual number of days of duty performed should first be counted and then multiplied by one-eleventh, one-sixteenth, or one-twentysecond, as the case may be, the product being expressed in whole days.

Fraction of less than half a day may be ignored, while half or more should be counted as one day.

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44. An employee shall be entitled to receive during the period of his absence on privilege leave a leave allowance equal to the pay of his substantive post.

45. Privilege leave may be allowed to be prefixed or suffixed to a vacation or holidays, provided this does not involve any extra expenditure.

SICK LEAVE.

46. An employee shall be entitled in any one year to sick leave on medical certificate for 12 days on full pay or 24 days on half pay. Such leave cannot be accumulated or carried over from one year to another.

EXTRAORDINARY LEAVE:

47. Extraordinary leave without allowances for not more than 12 months at a time and not more than 2 years in the whole service may be granted in case of necessity, when no other leave is admissible.

STUDY LEAVE

48. Leave on full pay to attend educational or academic conferences may be granted to a member of the teaching staff for a period not exceeding 15 days in any academic year, if this does not involve any extra expenditure.

49. The Managing Committee may grant to any member of the teaching staff, who has completed not less than 5 years of service, study leave for purpose of study or travel in foreign countries, which is likely to prove useful from an academic point of view. Such leave may be combined with a vacation or other holidays. It shall be granted on such terms as the Managing Committee may deem proper, having regard to all the circumstances of the case;

Provided that such leave shall not be granted on full pay for more than one academic term. In case leave is granted on full pay, the employee concerned shall be required to give an undertaking in writing that on return from leave he shall serve under the Board for a period of not less than three years or refund the allowances drawn by him during the period of leave.

FURLOUGH

50. Furlough will be admissible only to those members of the teaching staff, who were in service of the Board at Hyderabad Sind for more than 12 years.

51. Furlough may be granted as follows:

After 12 years service including the period of service at Hyderabad (Sind)	: 1 Year
Thereafter for every additional years service	: 1 month

Provided that the total amount of furlough which may be enjoyed during the whole period of service shall not exceed two years.

52. An employee will be entitled to leave allowance equal to half his pay during the furlough.

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FORM "A"

To

Dear Sir,

This is to inform you that you have been appointed as  
 (a) \_\_\_\_\_ in  
 College in the scale of \_\_\_\_\_

You will remain on probation for a period of two years from the date you join service.

Your appointment is temporary and will terminated on \_\_\_\_\_

The appointment is subject to the Hyderabad (Sind) National Collegiate Board staff (Conditions of service) rules.

Please let me know in writing whether you are willing to accept service on these terms and conditions.

Yours faithfully,

Principal

N. B. (a) In the case of part-time appointments, the word 'part-time' should be added here.

FORM 'B'

To

The Principal,

Bombay.

College,

Dear Sir,

Reference your letter No. \_\_\_\_\_ dated \_\_\_\_\_ I accept the appointment of \_\_\_\_\_ on the terms and conditions mentioned in your letter. I also agree to always abide by the Hyderabad (Sind) National Collegiate Board Staff (Conditions of service) Rules.

Yours faithfully,

