



V. M. SALGAOCAR INSTITUTE
of
INTERNATIONAL HOSPITALITY EDUCATION

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Established by Vishwa Saraswati Society (Reg. No. 10/Goa/2007)

CRITERION – 6
GOVERNANCE, LEADERSHIP AND MANAGEMENT

Key Indicator	6.3 Faculty Empowerment Strategies
Metric No.	6.3.1

- The institution has performance appraisal system, effective welfare measures for teaching and non-teaching staff and avenues for career development/progression

Service Rules



SERVICE RULES
Code of Conduct Policy for Employees
of

V. M. Salgaocar Institute of International Hospitality Education

Vision Statement

Our vision is to be the best educational institute in international hospitality management creating world class leaders committed to excellence.

Mission Statement

Our mission is the advancement of knowledge and leadership and to develop the full intellectual and human potential of students through a commitment to excellence in learning, teaching and collaboration with industry.

1. Operation

- (a) The Service Rules extends to all members of the staff of V. M. Salgaocar Institute of International Hospitality Education.
- (b) These rules are in addition to the terms and conditions as set out in letters of appointment or contracts of service. Wherever the appointment, letters or contracts of service provide for certain specific matters not covered by these rules, the same shall be considered as binding even if not provided for in these rules. However, where letters of appointment or contracts of service have no specific provision in respect of certain matters, these rules will apply.
- (c) Unless specifically stated to the contrary, words importing the masculine shall be taken to include the feminine and the words in the singular shall include the plural and vice versa.
- (d) If any question arises relating to the interpretation or application of these Rules, the same shall be referred to the Board of Society, comprising of the Chairman, Director/Principal and members of V. M. Salgaocar Institute of International Hospitality Education and presided over by the Chairman or his designate. The decision of the Board of Society shall be final and binding. If the decision is not acceptable, the employee will be entitled to raise a dispute in accordance with the provisions of the Industrial Disputes Act, 1947.

OR

- (e) If any question arises relating to the interpretation or application of these Rules, the same shall be referred to the Director/Principal. The decision of the above personnel shall be final. If the decision is not acceptable, the employee will be



entitled to raise a dispute in accordance with the provisions of the Industrial Disputes Act, 1947.

- (f) If any clarity is required SC-5(x), (xii), (xiii) AND SB5(iii) & (iv), of Goa University statues and conduct rules framed thereunder will be referred as the same is also applicable concurrently.

2. Definitions

“Institute” means V. M. Salgaocar Institute of International Hospitality Education situated at Manora-Raia, Salcete, Goa.

“Director” means a person appointed and designated by the Board of Society as the Director/Principal of V. M. Salgaocar Institute of International Hospitality Education.

“Employer” means Board of Society including Director/Principal.

“Management” means Board of Society or any persons nominated or the committee framed in this respect.

“Faculty” means Lecturers, Assistant Professors, Associate Professors, Professors, Director/Principal, part-time Lecturers appointed by the Board of Society either on regular or contract basis.

“Appointing Authority” means the Authority competent to make appointments to the different posts as and when required.

“Competent Authority” means any person/persons authorised to exercise the different powers and functions which include the Director/Principal of the Institute.

“Director/Principal” means Head of the Institute.

“Staff” includes non-teaching staff, administrative staff and other subordinates working in various capacities.

“Employee” includes all employees appointed by the Institute including contract employee, temporary employee, part-time employee.

“Contract” means a contract entered into in writing between the University or Chairman of the Board of Society of an Institute or the person to whom the power is delegated by the Board of Society and a teacher or employee of the constituent institute as the case may be.



“Contract Post” means a post which a teacher or an employee may not hold for more than a limited period, as specified in the appointment order without the re-appointment provision.

“Department of the University/Centre/Institute” means a teaching or research Department/Centre/Institute of the University with the purpose of imparting instructions and carrying out research.

“Duty” includes service on probation, regular basis as well as temporary service.

“Holiday” means Sunday or any other day declared as a Holiday by the Competent Authority.

“Honorarium” means payment made to a teacher as remuneration for special work or work of any occasional character.

“Officiating/Acting Appointment” means an appointment made on a temporary basis in a post which is vacant on account of the absence of another person.

“Probation” means an appointment made on specified conditions for a stipulated period to a post for determining one’s fitness for eventual confirmation in the post.

CLASSIFICATION OF EMPLOYEES

All employees shall be classified as:

- (a) Permanent
- (b) Probationer
- (c) Contract employee
- (d) Temporary
- (e) Part-time employees
- (f) Visiting
- (g) Trainee
- (h) Student Trainee

A ‘Permanent’ employee is one who has been appointed on a permanent basis or whose appointment has been confirmed in writing by the Chairman or any other officer authorised in that behalf and includes an employee who has satisfactorily completed probationary period which may vary between three months and twelve months, which could be extended for a further period not extending two years, depending upon the nature of work and performance.

A ‘Probationer’ is an employee who is provisionally employed to fill a vacancy in a permanent post or and who has not completed the probationary period, which may vary between three months and twelve months, which could also be extended for a further period not extending two years, depending upon the nature of work and performance. The cases



of employees on probation will be reviewed every three months. At the end of the maximum period of probation, the employee will either be confirmed or discharged.

If a permanent employee is appointed as a probationer on a higher post, unless he is confirmed in writing, he may at any time during his probationary period, be reverted to his original permanent post. If an employee on probation does not receive the letter of confirmation on the expiry of the probationary period, he shall not consider it as deemed confirmed.

A 'Contract employee' means a person engaged on contract basis for a fixed period, not exceeding two years at a time. Such employees shall cease to be in employment with the Institute on efflux of the fixed period of time, unless the Board of Society/ Management exercising its discretion renews the contract in writing.

A 'Temporary' employee means an employee who has been appointed for a limited period for work which is of an essentially temporary nature likely to be completed within a limited period, or who is employed temporarily as an additional employee in connection with temporary increase in work of a permanent nature and includes an employee who is appointed in a temporary vacancy/ leave vacancy of a permanent employee or probationer. The period may be extended from time to time if necessary.

A 'Part-time' employee means an employee who is employed to do work for not more than four hours a day.

A Visiting employee means an employee who is engaged/ employed on hourly basis

A 'Trainee' means a person undergoing training at the Institute in a particular field, for a specified period not extending two years. At the end of the specified period the training he/she stands terminated. The Board of Society/ Management at its own discretion, on the basis of vacancy and as per its requirements, may employ the Trainee on the probationary/ permanent rolls. But, this does not confer the right for employment on the Trainee.

A 'Student Trainee' means a trainee recommended from a recognized hotel institute for internship training at the Institute for a period not exceeding two years. At the end of the internship training period the Student Trainee stands terminated. The Board of Society/ Management at its own discretion, on the basis of vacancy and as per its requirements, may employ the Trainee on the probationary/ permanent rolls. But, this does not confer the right for employment of the Student Trainee.

3. Record of Age

The Management of the institute will record the age of every employee, for which the following documents shall be deemed to be satisfactory proof of age:-

- a. Birth Certificate from a competent authority
- b. Matriculation or school leaving certificate, Baptism Certificate,
- c. Clinical age certified by GMC and Institute's Medical Officer

4. Identity Card



Every employee will be issued a photo – identity card for security reasons and he/ she may be required to produce the same on demand by the authorized officer of the Institute. The employee will be required to compulsorily carry the identity card on his person, while within the premises of the Institute.

The Identity card shall be the property of the Institute, and will be deemed to have been expressly entrusted to the employed person for custody.

An employee, who loses his identity card, shall immediately report the matter to the Institute authorities, to avoid misuse of the document by an unauthorized person. A duplicate card will be issued by payment of Rs.100.00 by the person concerned.

5. Appointment, Confirmation etc.

- a. No person below the age of 18 years will be recruited to Institute's service
- b. Every person shall produce before appointment:-
 - Relieving Certificate from his previous employer, if any or satisfactory documentary proof about his previous services.
 - True copies of educational qualifications.
 - True copies of age/ date of birth.
 - The Institute will have the right to submit staff for periodical medical check-up for ascertaining fitness, if found medically unfit s/he will not be appointed.
 - Every employee, at the time of the appointment, confirmation, promotion or re-classification shall be given a written order specifying his appointment, confirmation, promotion or re-classification as the case may be and signed by the Management or the person authorized on their behalf.

6. Address

Every staff/ workman shall intimate in prescribed form, to the Institute Authorities, his/ her permanent & local address and telephone no. He must also notify the Institute, immediately, any change in the same. Communication forwarded by the Institute to the last intimated address/ telephone no. shall be regarded as sufficient compliance for the purpose of giving any notice or intimation.

7. Other Employment

No workman shall during the continuance of his services with the Institute, simultaneously also engage himself in any other regular employment for hire or otherwise, except with the written permission from the Management.

8. Working Hours

DAILY WORKING HOURS OF VMSIHE EMPLOYEES: The below-mentioned work timings will be observed in general, for different categories/ sections. However, Management has the right to fix revised timings, depending on exigencies of work. Individual orders will be issued.

1. ADM, ACCOUNTS & STORES : (A) 8 AM TO 5 PM
(12:15 PM TO 01:00 PM LUNCH BREAK)



2. FACULTY : (A) 8 AM TO 5 PM

Faculty teaching operational subjects such as Food production, Food & Beverage, Front Office and housekeeping the timings may vary as per schedule and time table.

3. HOUSEKEEPING : (A) 8 AM TO 5 PM

STAFF

4. RECEPTION : (A) 8 AM TO 5 PM

5. DRIVERS : (A) 9 AM TO 6 PM

9. Weekly Holiday

The weekly days of rest will be Saturday and Sunday. In the case of staff/ workmen working on rotation basis, such employees will follow the staggered off pattern of weekly days off.

10. General Holidays

Any member of the staff may be called upon to work on Institute Holidays with or without monetary compensation, or may be compensated with an off on any other day, with the prior permission of the Management.

List of Public Holidays as per Goa University guidelines:

1. Republic Day
2. Holi
3. Gudi Padva
4. Birth Anniversary of Dr. Babasaheb Ambedkar
5. Good Friday
6. May Day
7. Id-Ul Fitr
8. Independence day
9. Ganesh Chaturthi (1st day)
10. Ganesh Chaturthi (2nd day)
11. Gandhi Jayanti
12. Dussehra
13. Id-Ul-Zuha
14. Diwali
15. Feast of St. Francis Xavier
16. Goa Liberation day
17. Christmas Day

11. Pay Day

Normally, all salaries of the monthly paid employees will be paid on the last working day of the month. However, in exceptional circumstances, it may be paid not later than seventh working day of the following month.



The payment of wages shall be in current coins, or in currency notes or both or through any bank so agreed by the Management. The signature of workmen with dates shall be obtained in token of receipt of wages. In case of illiterate workmen, left hand thumb impression will be obtained.

All unpaid salaries will be paid to the respective employees by the Accounts Department only after two working days advance intimation has been given by the employee concerned. However, unpaid salary day may be fixed as Friday and, if the same falls on an Institute holiday, the day immediately preceding will be unclaimed salary payment day.

A workman claiming unpaid wages after six months should give details of his case to the Officer In-charge at least 10 days before the unclaimed wage pay day. Here it is pertinent to note that, unclaimed wages will not be entertained by the Management after expiry of three years from the date on which the wages became due for payment.

12. Provident Fund

All eligible employees shall be extended the benefit of Employees' Provident Fund (EPF) in accordance with the Employees' Provident Fund Act, 1952 and Scheme. 12% contribution to the EPF will be restricted to a maximum monthly salary of Rs.15000.00 p.m. Those employees whose salary subsequently crosses Rs.15000.00 p.m., the contribution from the Management will be restricted to 12% of Rs. 15000.00 salary p.m. only.

It will be the duty of the employee concerned to inform the Management and the authorities under the Employees' Provident Fund Act and Scheme or any change in his/ her civil status and also change in the nomination as and when such contingency arises, and the change in the permanent home address notified at the time of joining.

13. Transferability

All employees shall be liable to be transferred from one Department to the other, if the exigencies of the work so require and in such cases, their salaries and seniority shall not be adversely affected. Compensation to be paid in lieu thereof will be entirely at the discretion of the Management.

14. Attendance and Late Coming

- a. All employees shall be at work at the Institute at the time fixed and notified.
- b. An employee shall be considered late if he/she arrives at his/her place of work more than five minutes after the time appointed for commencement of such work.
- c. If an employee arrives later than fifteen minutes after the stated time of commencing work, the employee will be treated as absent, except at the discretion of the Governing Council/ Management
- d. Any employee who is found absent from his/her proper place of work during working hours without permission or without sufficient reason shall be liable to be treated as absent for the period of his/her absence.

15. Employment Injury



Any employee injured while on duty shall be entitled to the benefits available under the law for the time being in force or the Workmen's Compensation Act 1923, if the accident arises out of and in the course of employment and if otherwise has been caused due to no fault of the employee. Any employee on outdoor duty shall also be entitled to the benefits under this Clause.

16. Leave

All permanent employees shall be entitled to leave on the following basis:

a) Privilege Leave:

Those staff/ workmen who have put in 240 days of actual working in a calendar year will be eligible for Privilege Leave for each completed year of service @

- i. 30 days for non-teaching staff
- ii. 10 days for teaching staff

Privilege leave may be accumulated up to a maximum of 150 days.

Grant of privilege leave to an employee shall depend on the exigencies at the Institute and shall be at the discretion of the Governing Council/ Management.

An employee who desires to obtain leave of absence shall apply in writing on the prescribed Leave Application form, to the HOD or Officer appointed for the purpose by the Governing Council/ Management. Such application for leave shall be made at least seven days before the date from which leave is to commence, except in urgent cases or unforeseen circumstances when it is not possible to do so. The HOD or any officer appointed for this purpose shall issue orders on such applications within four days of the presentation of the application and in cases of an urgent nature, immediately. If the leave asked for is granted, the employee can proceed on leave. Where leave is refused or postponed, the fact of such refusal or postponement and the reasons therefore shall be communicated to the employee concerned.

If an employee, after proceeding on leave, desires an extension thereof he shall make an application for the purpose to the Governing Council/ Management in writing. A written reply conveying the grant or refusal of extension of leave shall be sent to the employee at the address given by him if such reply is likely to reach him before the expiry of the leave originally granted to him.

An employee remaining absent beyond the period of leave originally granted or subsequently extended, shall be liable to lose his lien on his appointment unless he returns within ten days of the expiry of the sanctioned leave and explains to the entire satisfaction of the authority granting leave his inability to resume his duty immediately on the expiry of his leave.

An employee neither reporting for duty nor sending any communication within 15 days of the expiry of his/her leave shall be treated as having left the service from the date he/she was due to return to work.



It has been agreed between both the parties that the staff/ workmen can encash excess Privilege Leave by keeping 15 days Privilege Leave to their credit. However all applications for encashment of leave must be submitted to the HR personnel concerned on or before 20th of April every year. Applications received later than 20th of April, will not be entertained for encashment.

Privilege leave may be utilized to cover the period of sickness of an employee who has no sick leave to his/her credit. Privilege Leave can be availed for maximum 3 times in a year. Each spell of Privilege Leave shall be for a minimum period of 3 days.

Faculty/staff members are advised to take privilege leave pre-rebably when the students are not in campus, so that the smooth operation of the institute.

b) **Sick Leave**

All permanent employees may be granted sick leave at the rate of 10 days (with full pay) OR 20 days (with half pay) for each completed year of service. For any sickness of more than three days, medical certificate is absolutely necessary. Normally, employees falling sick should report to the Institute's Medical Officer at the first available opportunity and may follow the prescribed treatment. However, in no case shall a Medical Certificate from an external medical practitioner be accepted unless it is attested by the Institute's Medical Officer whose decision shall be final. Before joining duty after sickness, the employee shall report to the Institute's Medical Officer for a Certificate of Fitness. Sick Leave can be availed for a minimum period of 1 day.

c) **Casual Leave**

Every employee may be granted 8 days casual leave. Casual leave shall be non-cumulative and no leave of any kind may be combined with casual leave. Except for emergency reasons, casual leave shall be limited to three days at a time. Casual leave is intended to meet special or unforeseen circumstances for which provision cannot be made by exact rules.

Holidays declared by the Institute and weekly holidays shall not be prefixed or suffixed to casual leave, except with the prior permission of the Management.

Ordinarily, the previous permission of the Management shall be obtained before taking such leave. When this is not possible, the Officer in-charge or the Head of the Department, shall as soon as may be practicable, be informed in writing or orally through any person, of the absence from work and the probable duration of such absence. Casual Leave can be availed for a minimum period of 1 day.

d) **Other Types**

Persons engaged on contract basis, undergoing training, on observation, undergoing apprenticeship training or internship training at VMSIHE, will be entitled to 15 days consolidated leave per annum or will be entitled to pro-rata leave depending upon the term of appointment. The leave accrued in a particular year/ pro-rata leave, will



automatically lapse on the completion of the respective periods, in case the leave remains un-availed in a particular term.

17. Stoppage of work and Layoff

The Governing Council/ Management may suspend work or stop work in the event of a fire, catastrophe, power failure, epidemic, civil commotion, or force majeure or other cause beyond the control of the Management, without any notice. Where practicable the Management shall consult the Staff/ workmen while stopping work/ laying-off.

During the period of lay-off, the employees will be allowed leave if due on application to be made in writing or will be paid lay-off compensation as admissible under Section 25C of the Industrial Disputes Act, 1947. In such and other cases, the Governing Council/ Management may lay off employees in accordance with law for the time being in force. But where stoppage is due to force majeure no lay-off compensation shall be payable. In this case, the employers shall, as soon as practicable, inform the employees the probable date from which the lay-off will be terminated. In case where workmen are laid-off for short periods, the period of un-employment shall be treated as compulsory leave with/ without pay. However, when the lay-off is for an indefinitely long period, the Management may waive the daily reporting of such workmen and instead may fix staggered reporting during the period of lay-off. The termination of laid-off personnel may be undertaken in consultation with the recognized union in the institute.

Any workman, who having been laid off, fails to report within 10 days of posting of recall notice and of being otherwise notified by registered post shall be deemed to have left the services of the institute on his own accord.

The employer may in the event of a strike affecting either wholly or partially in any section or department or institute may suspend the workings either wholly or partially in such section or department affected by such strike. The fact of such suspension of working shall be notified on the notice board at the entry/ exit and the office of the Director, as soon as practicable. The workmen concerned shall also be notified by a general notice, prior to resumption of work, as to when work will be resumed.

18. Termination of Service

The services of a permanent employee may be terminated after three month's notice or salary in lieu thereof, on either side. An employee remaining absent without permission, for more than ten consecutive days, shall be treated as having left the service.

When the employment of any employee is terminated, the wages earned by him shall be paid to him/her before the expiry of the second working day from the day on which his/her employment is terminated. In the case of employee leaving the service, the payment of the wages earned by him/her shall be made within seven days from the date of which he/she leaves the service. All other sums due to the employee shall be paid



before the expiry of one month from the date of termination of his/her service, or, as the case may be, from the date he/she left service.

An order of termination of service shall be in writing and a copy thereof shall be supplied to the employee concerned. In cases of general retrenchment, closing down of departments or termination of service as a result of a strike, no such order shall be given.

The service of a probationary employee, temporary employee, can be terminated with one months' notice, whereas, part-time employee, contract employee, trainee or apprentice can be terminated without notice.

19. Code of Conduct

All employees at all times will behave well and sensibly and show courtesy, consideration and respect for others and do nothing that will bring the Institute's name into disrepute.

The Institute reserves the right to make changes in the Institute Rules which will be communicated to all employees.

Conduct Rules:-

- (i) All staff are required to behave courteously at all times, conform to the norms of good conduct and respond readily and cheerfully to requests concerning good order and discipline
- (ii) All employees must be scrupulously honest in their work
- (iii) Every teacher has the responsibility to respect and protect the right of every other user on the network including those related to confidentiality and intellectual property
- (iv) Due courtesy should be shown to students/staff who are physically challenged especially in the use of common facilities
- (v) Institute will not tolerate inappropriate behaviour by staff such as overt display of affection between staff or between staff and student, and using obscene or vulgar language
- (vi) The Institute operates on a 'zero tolerance' policy with respect to possession, supply or use of illegal drugs, narcotic substances, tobacco, alcohol or any other socially unacceptable substances. Any staff found to be violating this policy will be subject to severe disciplinary action, with may include termination.

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

- (vii) Wilful insubordination or instigation thereof or disobedience or instigation thereof, whether alone or in combination with others, of any lawful and reasonable order of a superior.
- (viii) Participating in an illegal strike or abetting, inciting, instigating or setting in furtherance thereof, whether alone or in combination with others.
- (ix) Wilful slowing down in performance of work or abetment or instigation thereof.



- (iv) Theft, fraud, or dishonesty in connection with the employer's business or property or a theft of another employee's property within the Institute. Theft of property belonging to students/faculty/staff, when within the Institute premises.
- (v) Demanding, accepting or offering bribes or any illegal gratification.
- (vi) Habitual absence without permission or absence without permission for a period exceeding ten consecutive days or overstaying the sanctioned leave for a period not exceeding ten consecutive days without sufficient ground and proper or satisfactory explanation.
- (vii) Habitual late attendance.
- (viii) Habitual or wilful breach of any Service Regulations or any law applicable to the Institute or any rules made there under.
- (ix) Soliciting or collecting contributions for any purpose whatsoever at any time in the Institute, without the permission of the Governing Council/ Management except as sanctioned by any law for the time being in force.
- (x) Engaging in trade within and outside the Institute without the permission of the Governing Council/ Management.
- (xi) Drunkenness, riotous, disorderly or indecent behaviour, use of abusive language, threatening, intimidating or coercing other employees or wrongfully interfering with the work of other employees; assault or threat of assault either provoked or otherwise within the Institute.
- (xii) Commission of any act subversive of good behaviour within and outside the Institute or of the discipline of the Institute.
- (xiii) Gross neglect of work or gross or habitual negligence of duty.
- (xiv) Habitual breach of any rules or instructions for the maintenance and running of any department or equipment or the maintenance of cleanliness of any portion of the Institute.
- (xv) Frequent repetition of any act or omission for which a fine may be imposed under the Payment of Wages Act, 1936.
- (xvi) Collection of moneys within the Institute's premises without the permission of the Governing Council/ Management.
- (xvii) Damage whether wilful or due to irresponsible action or damage due to negligence or carelessness to work in progress or to any property of the Institute or within the Institute or any instigation or abetment thereof.
- (xviii) Holding meetings inside the premises of the Institute without the previous permission of the Governing Council/ Management or except in accordance with the provisions of any law for the time being in force.
- (xix) Disclosing to any unauthorized persons any information in regard to the processes or any interest of the Institute that may come into the possession of any employee in the course of his employment.
- (xx) Gambling within the premises of the Institute.
- (xxi) Deliberate abuse of any leave privileges or concessions or benefits for the time being in force.
- (xxii) Smoking or spitting within the Institute, except in places where smoking or spitting is permitted.
- (xxiii) Failure to observe duly notified safety instructions or interference with safety devices or equipment installed within the Institute.
- (xxiv) Engaging in other employment, remunerative or otherwise, while still in the service of the Institute without the previous sanction, may entitle the Management to terminate your employment at the Institute forthwith, without any notice or salary in lieu thereof.
- (xxv) Sleeping during working hours.



- (xxvi) Loitering, idling, wasting time, playing cards or game during working hours or being within the Institute after authorized hours without permission.
- (xxvii) Refusal to accept a charge sheet, order or other communication served in accordance with these Institute Rules.
- (xxviii) Knowingly and wrongfully interfering with the record of attendance, means of recording attendance of himself/herself or any other workman.
- (xxix) Convictions by any court of law, for any criminal act involving moral turpitude.
- (xxx) Doing private or personal work within the Institute, with or without tools or materials belonging to the Institute, without the previous permission of the Governing Council/ Management.
- (xxxi) Wilful falsification, defacement or destruction of personal records or any records of the Institute.
- (xxxii) Unauthorized possession of a lethal weapon or explosives inside the Institute without the knowledge and sanction of the Governing Council/ Management.
- (xxxiii) Distributing or exhibiting within the premises of the Establishment handbills, pamphlets, posters and such other things or causing to be displayed by means of signs or writing or other visible representation on any matter without the previous sanction of the Governing Council/ Management.
- (xxxiv) Behaving in a rude manner, or insolent or impolite manner towards the suppliers, customers, patients, visitors and officers of the Institute.
- (xxxv) Neglect or omission to carry out any of the duties for the particular appointment as laid down in these service regulations.
- (xxxvi) Insolvency or heavy indebtedness, also if pay or part of it is attached by the court of law, unless arrangement is made by the employee to remove the attachment within three months.
- (xxxvii) Taking proceedings in any court against any fellow employee in respect of any dispute or offence non-cognizable by the police that may happen on the premises of the Institute or in connection with Institute's work, without obtaining previous sanction from the Governing Council/ Management.
- (xxxviii) Taking up or engaging any work detrimental to the Institute.
- (xxxix) Physical contact and advances: Sexual assaults- Grabbing, trying to grab, attempted rape or sexual assault. Touching suggestively, brushing against, patting, hugging, pinching, kissing, leaning, shaking hands uncivilly.
- (xl) Demand/ request for sexual favours: Request/ pressure for sexual favours.
- (xli) Remarks like; chaalu, maal, dirty expressions, insulting jokes, offensive comments.
- (xlii) Showing degrading drawings, notes, letters, pictures, posters, porn photos. etc.
- (xliii) Eve-teasing: Person wilfully and indecently exposing his person, using indecent language or behaving indecently. Including, a word, gesture or act intended to insult the modesty of a woman, which intrudes upon the modesty of a woman.
- (xliv) Jokes causing or likely to cause awkwardness or embarrassment.
- (xlv) Gender based insults remarks: Abusing the gender, passing objectionable remarks insulting sexual jokes, dirty expressions about someone in the absence.
- (xlvi) Obnoxious telephone calls and the like. Giving dirty looks and making dirty gestures, winking.
- (xlvii) Physical confinement against one's will and any other act likely to violate one's privacy.
- (xlviii) Having bigamous marriage
- (xlix) Criticizing the government
- (l) Taking part in politics and election
- (li) Riotous and disorderly behaviour during and after office hours



- (lii) Violation and Central Civil Service (Conduct) Rules 1964 and CCS (CCA) Rules 1965
- (liii) Complaint of dishonesty and lack of integrity against the employee
- (liv) Propagate through teaching lessons or otherwise communal or sectarian outlook, or incite or allow any student to indulge in communal or sectarian activity
- (lv) Discriminate against any student on the ground of caste, creed, language, place of origin, social and cultural background or any of them
- (lvi) While being present in the Institute, absent himself/herself from the class/duty which is required to attend
- (lvii) Prepare or publish any book or books, commonly known as keys or assist whether directly or indirectly in their publication
- (lviii) Make representation to the higher Authority/Authorities only through the Head of the Institution

20. Disciplinary Action :

An employee guilty of misconduct may be:

- a. Warned or censured or
- b. Fined subject to the law in force or
- c. Denied increment or
- d. Suspended by an order in writing for a period not exceeding ten days or
- e. Dismissed without notice or discharged with one month's notice or wages in lieu of notice.

Provided for, the first occasion of misconduct, serial nos. (vi), (vii), (xxv), (xxvi), (xxvii), the punishment or warning, censure, or fine alone may be given.

No order of dismissal or discharge under sub cls. (e) of Rule 21 shall be made except after holding an enquiry against the employee concerned in respect of the alleged misconduct.

An employee against whom an enquiry has to be held shall be given a charge sheet clearly setting forth the circumstances against him/ her and requiring explanation. He/ she shall be given an opportunity to answer the charge and permitted to be defended by an employee preferably working in the same department as himself/ herself. The employee shall be permitted to produce witness in his / her defense and cross examine any witnesses on whose evidence charge rests. As concise summary of the evidence led on either side or the employee's plea shall be recorded.

An employee against whom any action is proposed to be taken under sub clause b, c, d, or e of rule 21 may be suspended for a period of three months pending the enquiry or for the period, if any, allowed to him/ her for giving his/ her explanation. The order of suspension may take effect immediately on its communication to the employee. A workman, who is placed under suspension, shall during the period of such suspension, be paid a subsistence allowance at the following rates, namely:-

- a. Where the departmental enquiry is contemplated or pending the subsistence allowance shall, for the first 90 days from the date of suspension, be equal to 50% of the basic wages, dearness allowance and other compensatory allowance, to which the workman would have been entitled to if he was on leave with wages. If the departmental enquiry



gets prolonged and the workman continues to be under suspension for a period exceeding 90 days, the subsistence allowance shall for such period be equal to three fourth (75%) of such basic wages, dearness allowance and other compensatory allowances.

Provided that where such enquiry is prolonged beyond a period of 90 days for reasons directly attributable to the workman, the subsistence allowance shall for the period exceeding 90 days, be reduced to one fourth (25%) of such basic wages, dearness allowance and other compensatory allowances.

- b. Where the enquiry is by an outside agency or, as the case may be, where criminal proceedings against the workman are under investigation or trial, the subsistence allowance shall for the first 180 days from the date of suspension, be equal to one half (50%) of his basic wages, dearness allowance and other compensatory allowances to which the workman would have been entitled to if he was on leave. For such enquiry or criminal proceedings get prolonged and the workman continues to be under suspension for a period exceeding 180 days, the subsistence allowance shall be for such period equal to three fourth (75%) of such wages.

Provided that where such enquiry or criminal proceeding is prolonged beyond a period of 180 days for reasons directly attributable to the workman, the subsistence allowance shall, for the period exceeding 180 days be reduced to one fourth (25%) of such wages.

The payment of subsistence allowance under this standing order shall be subject to the workman concerned not taking up any employment during the period of suspension for which he/she has to give an undertaking that he/she is not employed elsewhere.

- c. If as a result of the enquiry held or explanation tendered, it is decided not to take any action under rule 21 the employee shall be deemed to have been on duty and shall be entitled to full wages and all privileges for the period of suspension.

In awarding punishment under this rule, Governing Council/ Management shall take into account the gravity of misconduct, the previous record, if any, of the employee and any other extenuating or aggravating circumstances that may exist.

If an employee refuses to accept a charge sheet, order or other communication served in accordance with these rules, and, provided that he/ she has been asked to accept the charge sheet in the presence of at least two witnesses, he/ she shall be told verbally the time and place at which the enquiry into his/ her alleged misconduct is to be held and if he/ she refuses to attend at that time, the enquiry shall be concluded ex-parte and punishment awarded shall take account of misconduct under rule 21 thus committed.

21. Grievance Procedure

Any employee desirous of the redress of a grievance arising out of his/ her employment or relating to unfair treatment or wrongful exaction on the part of a superior shall, either himself/ herself or through a co-worker, submit a complaint in duplicate to the Governing Council/ Management through proper channel.



The Officer in-charge/ HOD or any such authorized officer shall personally investigate the complaint at such times and places as he may fix. The employee and – (1) any other employee of his choice, or co-worker shall have the right to be present at such investigation, where the Complainant alleges unfair treatment or wrongful exaction on the part of a superior, a copy of the Order finally made by the officer in-charge shall be supplied to the Complainant, if he/ she asks for one. In other cases the decision of the investigating officer and the action taken by the officer in-charge shall be intimated to the Complainant.

Provided that the Complaint relating to assault or abuse by any persons holding a supervisory position or refusal of an application for urgent leave shall be enquired into immediately by the officer in-charge, or such officers as he may pointout.

The decision of the Officer in-charge upon any question arising out of, in connection with or incidental to these rules shall be subject to an appeal to the President of the Governing Council, within one month of the receipt of the Order in writing.

22. Superannuation

The age for retirement or superannuation of the employee shall be on the completion of the 60th year of age or such other age as may be agreed upon between the employer and the employee.

23. Clearance certificate

All employees before leaving the Institute should return all property of the Institute given for use during the course of the employment. If the same is not returned, the Management may recover the proportionate cost of the material so lost from the wages/ Full & Final Settlement.

24. Service Certificate

A permanent employee shall be granted a Service Certificate at the time of leaving if she/ he so desires. An employee desirous of obtaining a Service Certificate during the course of employment for the purpose of some concession to himself/ herself or his/ her family members shall specifically state the reasons for such Certificate and it shall be considered.

25. Communication

- a) All communications shall be in English and always be submitted through proper channel and may be translated in any of the regional languages if the employee so desires and also wherever it is practicable.
- b) Nothing contained in these rules shall operate in derogation of any law for the time being in force or to the prejudice of any right under a contract of service, custom or usage applicable to the Institute.



26. Goa University Statutes

Goa University Statutes No. SC 5 (x), (xii), (xiii), SB 5 (iii) & (iv) shall also apply to all the Institute staff.

27. Foreign faculty

The Foreign faculty have to work for a minimum 20 days in a month, anything less than that will be calculated on pro rata basis. They are not eligible for extended holidays, term break (when the institute is closed), Public holidays and Holidays declared by the Institute.

